# SYRACUSE CITY

**Syracuse City Council Regular Meeting**
**October 13, 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/85111311044
Meeting ID: 851 1131 1044
Connect via telephone: +1-301-715-8592 US
Meeting ID: 851 1131 1044

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 October 13, 2020. Comments submitted by the deadline will be read for the record of the meeting.*)
3. Approval of Minutes: (5 min.)
   a. September 8, 2020 Business Meeting.
   b. September 22, 2020 Work Session Meeting.
   c. September 22, 2020 Special Business Meeting.
4. Consent agenda:
   a. Authorize Administration to execute Payback Agreement related to installation of infrastructure improvements by the Fields Subdivision.
   b. Proposed Resolution R20-34 amending the Syracuse City Personnel Policies and Procedures Manual.
5. Hear presentation of arguments for and against the issuance of General Obligation Bonds for the purpose of constructing a 50-acre park. Accept public input. (10 min.) *Council discussion, if necessary, will commence with **Councilmember Bingham.***
6. Authorize Administration to execute Interlocal Agreement with Mosquito Abatement District Davis for use of CARES Act funds. (10 min.) *Council discussion, if necessary, will commence with **Councilmember Bolduc.***
7. Public hearing: (10 min.) *Council discussion, if necessary, will commence with **Councilmember Maughan.***
   a. Proposed Ordinance 2020-22 amending an Impact Fee Facility Plan and an Impact Fee Analysis for Storm Water; providing for the calculation and collection of such fees; providing for appeal, accounting, and severability of the same; and other related matters.
   b. Proposed Resolution R20-35 updating and amending the Syracuse City Consolidated Fee Schedule by making adjustments to the storm water impact fee and the hydrant meter rental fee.
8. Appeal of Administrative Decision filed by Paula Knighton. (15 min.) *Council discussion, if necessary, will commence with **Councilmember Savage.***
9. Proposed Ordinance 2020-23 amending Subsection 8.15.010(D) of the Syracuse City Municipal Code pertaining to pedestrian walkways. (10 min.) *Council discussion, if necessary, will commence with **Councilmember Teague.***
10. Proposed Ordinance 2020-24 amending the Syracuse City Zoning Map related to property located at 2889 S. 3000 W., Residential R-1 to Residential R-3. (10 min.) *Council discussion, if necessary, will commence with **Councilmember Bingham**.*
11. Proposed Ordinance 2020-25 amending the City Zoning Map related to property located at 1556 S. 2000 W., General Commercial (GC) to Climate Controlled Self-Storage Unit Zone (SU). (10 min.) *Council discussion, if necessary, will commence with **Councilmember Bolduc.***
12. 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 1850 W. 1700 S. (15 min.) *Council discussion, if necessary, will commence with **Councilmember Maughan.***
13. 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.*)
14. Mayor/Council announcements.
15. 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 8th day of October, 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 October 8, 2020.

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

October 13, 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 September 8, 2020.
    b. City Council Special Meeting of September 22, 2020
    c. City Council Work Session of September 22, 2020.

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

Minutes of the Syracuse City Council Regular Meeting, September 8, 2020.

Minutes of the regular meeting of the Syracuse City Council held on September 8, 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.

**DRAFT**

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

City Manager Brody Bovero
City Recorder Cassie Z. Brown

Excused: Mayor Mike Gailey

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

## 1. Meeting Called to Order/Adopt Agenda

Mayor Pro-Tem Savage 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 Teague provided an invocation and Councilmember Bingham led the audience in the Pledge of Allegiance.

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

## 2. Public comment:

Mayor Pro-Tem Savage 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.

Mayor Pro-Tem Savage then invited participants at the physical City Hall meeting location to provide public comments.

Vicky Bishop stated that she agrees with the written public comments that were read into the record. She asked what incentives the City has offered the builders to develop in Syracuse. She asked what incentives the builders have offered to the

City. She asked how the projects will increase the tax base and whether future highways will bisect the area. She asked how the increases in population resulting from the projects will increase public safety costs in the City. She asked why the City is not utilizing existing spaces, such as the RC Willey building, for new building area.

Mayor Pro-Tem Savage then invited Zoom participants to provide public comments.

Bonnie Bourgeous stated that she agrees with the comments that have been made regarding the issues that high density housing present for the community; her concern is that the City is continually listening to developers rather than citizens. Citizens are not necessary opposed to housing development, but the way that the projects are considered with little regard for existing residents' property rights and the impact the development will have on them. She stated that the areas being considered for high density housing are not the right place; while she feels that apartments should be located on Antelope Drive, she feels that the density is excessive. The City's mixed-use zone is supposed to include a commercial component, but that is being ignored in cities like Layton; the commercial space is built, but left vacant while developers make their money on the residential component. She suggested that Syracuse not follow that same path and, instead, require a developer to fill their commercial space before renting residential space. She asked that the City follow its ordinances.

Matt Page stated his comment is related to the prosed mixed-use development on Antelope Drive near McDonalds and behind Letrono Fitness. He has closely followed the progress of this project and has made the City aware of his concerns. It has been interesting to see how the City considered General Plan and zoning changes for the project; he feels the City has bent over backwards trying to accommodate the developer's desires. The Planning Commission ignored things that should have been addressed before the project was forwarded to the City Council for action; when the Council received the project, they were aware that it did not comply with the mixed use ordinance, so they chose to amend the mixed use ordinance to make the project fit. He has witnessed the concerted efforts at pushing the project through to approval without requiring the developer to proceed with a project that was better for Syracuse. The City Council has spent more time in the past few months focusing on aesthetics of the project than they have on the zoning concerns expressed by citizens. He thanked Councilmembers Maughan, Savage, and Teague for being open minded and listening to residents' concerns. He stated that when he moved his family to Syracuse over a decade ago, they did not want it to be just like Clearfield or every other city; rather, they moved here because it was a quite farming town that he could raise his family in. He stated that now there are attempts to change the City so that it is like every other city and he hopes the Council will be wise and consider what truly is best for the community.

Rachel Page stated she has previously presented the Council with a petition opposing the rezoning of the property east of Smith's and now that petition has nearly 550 signatures. She is sorry that one of the Councilmembers feels that these are

signatures of unimportant residents, but she noted that is compares to the number of responses the City has received on its Flash Vote surveys that aid the Council in making decisions for the City. She stated that the residents who have responded to her petition do not want three-story high-density developments near their property. She asked if the response of the community matters to Councilmembers and noted that she feels that this is not what the community wants. Residents want to be able to eat, shop, work, and recreate here in the City, but there are limited options for that and that is why residents go to other communities. Filling commercial space with uses that are not commercial in nature will not attract residents from other communities to aid in increasing the City's tax base. She stated that the residents are urging the Council to vote against these flawed high-density developments as they will consume valuable commercial property without including a lucrative commercial component. The residents feel there is a way to allow growth while benefitting the existing residency of the City, but they feel strongly that these developments do not accomplish that.

Adam Brown stated he is the President of the Walker Estates Homeowners Association (HOA) and he read the following statement: "we the residents of Walker Estates look at the planning process for the development of the 15+ acres of land located north and adjacent to Walker Estates, as having a tremendous impact on the quality of life of our community. It will have a strong influence on the privacy and noise, both of which are large factors that influenced us to purchase our homes in Walker Estates. Any new development that would possibly reduce the value of our homes, would be devastating to use and our families. Our concern today is the proposed development of the two to three story high apartments, adjacent to Walker Estates, this development does not meet the criteria stated in Ordinance 10.92.040(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." Ordinance 10.92.010 purpose states: "projects within the zone are anticipated to provide context sensitive architecture…" The Elite Craft Homes proposed plan does meet the 85-foot setback from the Walker Estates property line that would allow the two to three story high apartments. However, the protection states in the density and purpose clauses are not satisfied regarding high density abutting single family detached homes or one story attached duplexes, like Walker Estates. Three story high apartments, even at an 85-foot setback do not follow the strep process for density transition and do not show "extreme sensitivity to adjacent development type and density". Twenty-three years ago, Syracuse City approved and authorized a 55 and older Planned Residential Development (PRD) that became Walker Estates. It does not have any through streets and consists of single level above grade homes. Walker Estates is not a standard residential development with multi story homes. We are requesting that you, our current City officials, respect

and recognize the City's previous decision and not treat Walker Estates as a standard residential development. The issues that strongly impact Walker Estates residents are:

1. The windows of the upper two-story apartment residents allow those residents to look directly into the homes and yards of the Walker Estates senior citizens affording them no privacy whatsoever.
2. The proposed six-foot-high vinyl fence is totally inadequate. It will not divert the high noise level from the huge number of the apartment residents. The extreme height of the proposed buildings will amplify the noise toward Walker Estates.

Earlier today I presented to Cassie Brown a copy of this document with 63 signatures and photographs of residents of Walker Estates expressing their opposition to the construction of the two to three story apartment buildings north of and adjacent to Walker Estates. WE look forward to hearing back from you as to what does "extreme sensitivity" mean to you, our public officials. And also, how does this definition of these ordinances address the concerns of the residents of Walker Estates homes. We thank you for this opportunity to address you. We look forward to hearing back from as you address our concerns. You will receive a written copy of my statement; I ask that it be included in tonight's minutes."

Breonna Weeks stated that she lives just off of 1000 West and she is very familiar with the current traffic conditions on that road; she is particularly concerned about the mixed-use project near Letrono Fitness given their plans for traffic routing. She has heard that traffic will be filtered through the Smith's parking lot without any increased traffic infrastructure or signalization. She is concerned that a plan is being pushed through without careful evaluation of all safety issues. The traffic is already hectic and will only get worse based upon this significant increase in population in such a concentrated area. The residents need to hear a better plan for traffic routing in the area.

3. Approval of minutes.

The following minutes were reviewed by the City Council: Business Meeting and Work Session Meeting of July 14, 2020 Work Session Meeting of July 28, 2020; and the Truth in Taxation Hearing and Business Meeting of August 11, 2020.

Councilmember Maughan asked that the Council have the ability to wait to approve the July 14 business meeting minutes until the end of tonight's meeting.

COUNCILMEMBER MAUGHAN MADE A MOTION TO APPROVE ALL MINUTES LISTED ON THE AGENDA, WITH THE EXCEPTION OF THE JULY 14, 2020 BUSINESS MEETING MINUTES, WHICH WILL BE

CONSIDERED AT THE END OF TONIGHT'S MEETING. COUNCILMEMBER TEAGUE SECONDED THE MOTION; ALL VOTED AYE.

4a. Common consent: Authorize Administration to execute Memorandum of Understanding (MOU) with Davis Education Foundation for CARES Act funding.

A staff memo from the City Manager explained 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 childcare 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. The memo provided the following 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.

COUNCILMEMBER BINGHAM MOVED TO AUTHORIZE ADMINISTRATION TO EXECUTE MEMORANDUM OF UNDERSTANDING (MOA) WITH DAVIS EDUCATION FOUNDATION FOR CARES ACT FUNDING. COUNCILMEMBER BOLDUC SECONDED THE MOTION; ALL VOTED IN FAVOR.

4b. Common consent: Authorize Administration to execute Interlocal Automatic Aid Fire Agreement.

A staff memo from the Fire Department explained 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. The memo concluded the goal of this discussion is to answer any questions the council has concerning this agreement and to move this item forward to a business meeting for approval.

COUNCILMEMBER BINGHAM MOVED TO AUTHORIZE ADMINISTRATION TO EXECUTE INTERLOCAL AUTOMATIC AID FIRE AGREEMENT. COUNCILMEMBER BOLDUC SECONDED THE MOTION; ALL VOTED IN FAVOR.

4c. Common consent: Authorize Administration to execute Interlocal Agreement with Davis County Clerk for Special Bond Election.

A staff memo from the City Recorder explained 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. Staff proposes the execution of an interlocal agreement defining the commitments of both parties relative to conducting the special election.

COUNCILMEMBER BINGHAM MOVED TO AUTHORIZE ADMINISTRATION TO EXECUTE INTERLOCAL AGREEMENT WITH DAVIS COUNTY CLERK FOR SPECIAL BOND ELECTION. COUNCILMEMBER BOLDUC SECONDED THE MOTION; ALL VOTED IN FAVOR.

4d. Final Plat Approval, Legend Pointe Phase 2, located at approximately 910 S. 4000 W.

The applicant Bryan Bayless with Nielson 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-de-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.

The memo concluded that because the 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. The goal of tonight's discussion is to determine whether to forward this item to the next voting meeting or table for more discussion at the next work meeting.

COUNCILMEMBER BINGHAM MOVED TO GRANT FINAL PLAT APPROVAL TO LEGEND POINTE PHASE 2, LOCATED AT APPROXIMATELY 910 S. 4000 W. COUNCILMEMBER BOLDUC SECONDED THE MOTION; ALL VOTED IN FAVOR.

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

A staff memo from the Administrative Services Director explained LeAnn Moyes, the City's Human Resources (HR) Specialist assigned to payroll and benefits, is retiring. Currently there are two full-time HR specialist positions that report directly to the Administrative Services Director; he would like to restructure his department by changing one of the HR specialists' positions to an HR Manager. He is proposing to promote Shauna Greer to an HR Manager position and have the other HR specialist position report directly to Ms. Greer. This restructuring would help structure the department in a way that will reduce the number of positions directly reporting to the Director. It will also create a new division that would be able to handle additional growth when the City needs to add an additional HR specialist position in the future. The financial impact of this change would be zero; savings from Ms. Moyes' wages would be used to cover the increased cost of the HR Manager position. The memo concluded by referencing a benchmark report for the new HR Manager position.

Mr. Marshall reviewed his staff memo. There was a brief discussion regarding the supervisory responsibilities to be assigned to the HR Manager; Mayor Pro-Tem Savage stated he still believes this move is somewhat premature. While he feels that Ms. Greer is phenomenal and deserving of a pay increase, he is concerned about the lack of a warrant for a manager position. Ms. Greer's job functions will not change dramatically; the only significant change is that she will have one person reporting to her. Councilmember Maughan agreed; he is not opposed to fair compensation but creating a supervisory position

to accomplish that is an odd business practice. Councilmember Teague stated he is comfortable proceeding as he feels that Ms. Greer will be supervising several different processes and programs, not just people. Councilmember Bingham agreed; she does not feel that the proposal is to compensate based upon title, but to move Ms. Greer into a position of more work and responsibilities and eventually supervising more than one person, which warrants the pay increase. Mayor Pro-Tem Savage stated that at the point that she is supervising more people, the title change, and compensation would make more sense. He stated that the action at this time seems premature.

Mr. Marshall provided an overview of Ms. Greer's duties and opportunities to unify and streamline processes in conjunction with promoting Ms. Greer to the management position. He added that she performs many functions that are beyond her duties as an HR Specialist. He feels that moving her to a manager position will recognize the unique nature of her position. He stated that she will continue to report to him, but the other position that also currently reports to him, will now report to Ms. Greer. Mayor Pro-Tem Savage as the amount of time that will save Mr. Marshall in supervisory duties, to which Mr. Marshall answered five to six hours per week at present given that Ms. Moyes is seasoned and needs little supervision. However, when a new employee is hired to replace Ms. Moyes, the amount of supervision will be greater.

Councilmember Teague stated he still holds the same position as previously stated and he is comfortable proceeding with this action.

COUNCILMEMBER TEAGUE MADE A MOTION TO ADOPT RESOLUTION R20-33 AMENDING THE SYRACUSE CITY WAGE SCALE FOR FISCAL YEAR (FY) 2020-2021. COUNCILMEMBER BINGHAM SECONDED THE MOTION; ALL VOTED AYE, WITH THE EXCEPTION OF COUNCILMEMBER MAUGHAN AND MAYOR PRO-TEM SAVAGE, WHO VOTED IN OPPOSITION.

7. Authorize Administration to execute Lease Agreement with NovotX for space in Syracuse City Hall.

A staff memo from the City Manager referenced a draft lease agreement with NovotX and summarized the terms as follows:

- 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.

Mr. Bovero reviewed his staff memo.

Councilmember Bolduc stated she is supportive of this lease proposal but asked if the business will need additional directional signage at City Hall or the property surrounding the building. Mr. Bovero stated that it is his understanding that the company is not retail based and they do not need signage helping customers to find them. There is a clause in the agreement that can be negotiated relative to any signage the business may need.

Councilmember Teague asked Mr. Bovero to comment on the success of the process Administration used to advertise the vacant space as available for lease; he asked if staff would recommend the same process again in the future or if it would be beneficial to enlist the services of a broker. Mr. Bovero stated that the cost of handling the matter in house has been relatively low and has not taken a great deal of time; however, if the space were to sit vacant for much longer, it would have likely been beneficial to enlist the service of a broker. He stated he is not sure whether a broker could have found a tenant faster. Councilmember Teague agreed and indicated that if the space is vacated again in the future, he would recommend an in-house

advertisement process not to exceed three months; if a tenant is not found during that time, the City should seek the aid of a broker. Councilmember Maughan agreed.

COUNCILMEMBER TEAGUE MADE A MOTION TO AUTHORIZE ADMINISTRATION TO EXECUTE LEASE AGREEMENT WITH NOVOTX FOR SPACE IN SYRACUSE CITY HALL. COUNCILMEMBER BOLDUC SECONDED THE MOTION; ALL VOTED AYE.

Councilmember Teague inquired as to the type of work that NovotX performs. Mr. Bovero stated they are in the computer programming field.

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.

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 City Council reviewed the revised plans on August 11, 2020 and the applicant has since submitted another set of revised plans that have addressed the ordinance issues discussed in the previous meeting.

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.

Councilmember Maughan stated he is still concerned about the traffic issues that have been raised by several residents and he does not believe there is an adequate amount of commercial space in the project to warrant the high number of residential units. He noted he is also concerned about not listening to the citizens that have spoken out and signed a petition opposing this project. He is disappointed that the applicant is seeking maximum capacities allowed in a mixed-use project in the City; while this is the only project that has been proposed for this property, he does not think it is the best proposal.

Councilmember Bingham asked staff to address the traffic concerns that have been raised. Mr. Steele presented an aerial photograph of Antelope Drive to identify the ingress/egress points for the project, interconnectivity/cross access easements with other properties; while the interconnectivity through the Smith's property is being considered, it should not be thought of as the main outlet for residents in the project. Drive aisles in the project meet City standards and can accommodate on-street parking. Councilmember Bingham asked Public Works Director Whiteley to speak to the traffic issues and the ability of the existing street infrastructure to handle increased traffic. Mr. Whiteley stated he shares the same concerns that citizens have expressed as it is very important to him to consider proper planning for future growth so that increased traffic is not felt

by citizens in the form of decreased level of service. He does not want to overburden the City's infrastructure. Antelope Drive is a State road and the Utah Department of Transportation (UDOT) and Wasatch Front Regional Council (WFRC) work closely to consider proper transportation planning to accommodate future growth; Antelope Drive is part of that planning and while he cannot speak on their behalf, he is aware that they have spent a great deal of time and effort to consider capacity and level of service for current and future conditions. According to data he has seen, Antelope Drive does have the capacity to handle development of the remaining vacant parcels that front it. He noted that the project fronts Antelope Drive and it is appropriate to have an access point from that road; additionally, the road can handle traffic much more than the smaller City streets can. Any additional connections to the east and west will need to be considered by neighboring property owners and he would support those connections to reduce the demand on the Antelope Drive access, but it is appropriate for the main access to be on Antelope Drive. He then addressed the plans for the future 500 West project; this project will occur just east of the subject property and on the border between Syracuse and Clearfield; there will be a traffic signal at the intersection with Antelope Drive. The project will not be underway until the summer of 2022, but when it is completed, the neighborhood would have the ability to travel east to 500 West and then move to the north or south to get out of the area. Councilmember Bingham asked if someone could exit the subject property heading east on Antelope Drive and then perform a U-turn on 500 West to head back to the west. Mr. Whiteley stated that is not something that has been discussed in the design of the project, but he can ask the project design team/engineer to consider it.

Mayor Pro-Tem Savage stated that he has heard that traffic levels on Antelope Drive will decrease when the West Davis Corridor is extended through Syracuse; instead of driving to Antelope Drive, there will be a shift of traffic patterns as people use one of the two on ramps to get onto the corridor. Mr. Whiteley stated that modeling has been performed for the West Davis Corridor project and it indicates that traffic on Bluff Road and Antelope Drive will decrease once the project is completed. The project will help to address overcrowding on many streets in the City. Mayor Pro-Tem Savage asked if there is an estimate for the percentage decrease of Antelope Drive traffic. Mr. Whiteley stated it is approximately 40 percent.

Councilmember Teague stated that some developers have referenced traffic studies for their projects and indicated that these kinds of developments have morning and evening cycles; if commercial uses are prioritized, that may increase the traffic burden. He asked Mr. Whiteley if that is something the traffic models take into consideration. Mr. Whiteley stated that modeling and long-range transportation planning is based upon the identified land use for a given property; the properties along Antelope Drive were formerly zoned for commercial use and, therefore, the models would have been based upon that use.

Depending upon the type of commercial use, traffic impacts could be worse and last for a sustained period of time throughout the day when compared to a residential complex.

Councilmember Maughan stated that residential traffic issues are cyclical, but they also coincide with business traffic. If commercial businesses are busy at the same time that residents are traveling to and from school or work, the entire area will be overly congested.

Councilmember Bingham thanked staff for their professional point of view relative to traffic concerns that have been raised. Councilmember Teague added that the City Council is very aware of the public sentiment regarding this and other projects in the City; he personally reads all correspondence he receives regarding this issue and takes the concerns into consideration. Other issues that have been raised are water and sewer deficiencies and he asked Mr. Whiteley to address those issues. Mr. Whiteley stated that his top priority is protecting existing infrastructure to ensure that existing residents can continue to enjoy the existing level of service. Developments should not create a negative impact on infrastructure and that is why City staff carefully reviews all plans and performs water modeling; if there is a need to increase pressures, the development is required to satisfy that need. The subject development has been reviewed to evaluate the impact it will have on both the culinary and secondary water system; if there were a need to upsize pipes, that would be done utilizing development impact fees. If the development were to be used for single-family residential use, the amount of open space would be approximately 40 percent; however, the proposal for mixed use development would include about 20 percent open space, which means a reduced demand on the secondary water system based on the need to water landscaped open spaces. He does not foresee this project impacting secondary water pressure. Relative to culinary water, the subject property is very close to the source of that water and there are transmission lines in Antelope Drive that carry a sufficient amount of water to serve this project and not create any burden for the rest of the system. Relative to sewer, he is not aware of the design for that component of the project; however, if the sewer is routed to the large trunk main line on Antelope Drive, there should be no impact on the sewer collection system through the City. Councilmember Maughan agreed.

City Manager Bovero asked permission to share data from the City's Impact Fee Facilities Plan (IFFP) for transportation; he presented a picture from the Transportation Master Plan, indicating that the area in which the project would be located has an average daily traffic count of 22,800. If no additional traffic infrastructure projects were completed – such as the West Davis Corridor extension – the traffic would increase to 29,000 cars per day by the year 2040; however, if the project is completed, the traffic would be approximately 23,800 in 2040. The Council reviewed traffic projections for other roads in

close proximity to the subject property, after which Mr. Bovero noted he believes that Antelope Drive has been completed to handle a traffic capacity of 35,000 vehicles per day.

Councilmember Bingham stated she would also like to hear from the Police and Fire Chief regarding the safety of the project. Fire Chief Byington stated that all safety concerns for this and the other two developments on tonight's agenda have been addressed by the Fire Marshall. Relative to staffing to respond to a potential increase in call volume, it is too difficult to project that until there is a way to measure any increase in call volume. Police Chief Atkin stated that the same is true for the Police Department in that he cannot project an increase in call volume as a basis for increasing staffing levels. What he does know is that an increase in heavy vehicle traffic, there will be an increase in traffic related issues, and he would suggest the creation of a traffic unit. He has spoken to other chiefs in other cities and all have indicated that they did not increase staffing levels in order to prepare for these types of projects because it simply is not possible to accurately predict any increase in call volume.

Councilmember Bolduc stated in the past she mentioned a conversation she had with Farmington official, Brigham Mellor, regarding the impact that city has seen as a result of mixed use developments and apartment complexes being built in the City; she would defer to those past comments as she still believes they are accurate. Relative to crime, apartment managers pay close attention to any illegal activity occurring in their project and most tenants observe laws to avoid losing a lease for their living space. She then noted that if she were a business owner dependent upon traffic, she would be concerned about a possible 40 percent decrease in traffic when the West Davis Corridor is constructed; with that in mind, it is appropriate to allow growth to support existing and future businesses. Additionally, the City needs to attempt to replace lost property and sales tax with new commercial and residential growth. The commercial component of this project is realistic and complies with the City's ordinance regulating this type of land use. He feels this is a realistic option and something that can be good for Syracuse. She understands that growth and change is cause for concern for many, but many other existing developments were met with opposition by the community. Many of those developments are now considered to be a valuable part of the community.

Mayor Pro Tem Savage invited input from the applicant.

Nate Swain stated addressed the concerns that have been raised regarding the traffic associated with this project; he has not completed a full traffic study for this project because the target continues to move based on feedback from UDOT. However, he asked his traffic engineer to provide information about the number of trips the project will generate in peak hours: per hour, in the peak evening hours, the project will generate 35-40 traffic events per hour. He stated that commercial uses could result in anywhere from four to 100 times that type of traffic for uses ranging from an office/retail use to a gas station,

respectively. He does not disagree that traffic can be bad in the area depending on the hour of day, but 35 to 40 additional cars in any given hour is not an incredibly substantial increase. If a restaurant, especially one with a drive through, were built on the property, it would generate 100 to 150 traffic events per hour. Unless the discussion is to do absolutely nothing with the property, any development will increase traffic. Once zoning is approved, he will abide by the condition in the development agreement to commission a traffic study. He then addressed the commercial element of the project; per the City's mixed-use ordinance, the project is required to have 4,200 square feet of commercial. His proposal exceeds that by providing 4,500 commercial square feet and also contributes to the development of the commercial pad to the east. He will also help to create a fund that will contribute to free rent and tenant improvement allowances in the Smith's shopping center. He requested approval based upon the work he has done to address City feedback for the past year. He believes that his project will make a positive contribution to the City and will function the way the City has intended mixed use to function.

Councilmember Teague acknowledged concerns regarding crime rates in high density housing projects and asked Mr. Swain if he would be willing to participate in a 'Crime Free' program. Mr. Swain stated that he does not know much about that type of program, but would be willing to learn more about it and participate in anything that would reduce crime rates. Chief Atkin stated that a 'Crime Free' multi housing program is a joint effort between the housing manager and the Police Department to pursue crime prevention through environmental design and performing background checks for tenants, who can be evicted if they violate the terms of a program. He stated that he would be willing to discuss this type of program with the City Council in more depth. Mayor Pro Tem Savage suggested that type of program be required as part of the development agreement for this and any project. Councilmember Maughan agreed; he is concerned about approving this project in advance of developing that type of program. Mr. Steele stated that the mixed-use ordinance already calls for design aimed at increasing safety within the project, but he would be willing to work with Chief Atkin to formulate a proposal for a 'Crime Free' program.

Mayor Pro Tem stated that with the mixed use zone being fairly new in the City, he is concerned about approving multiple mixed use projects at the same time; he has been trying to evaluate which one will result in the greatest benefit for the City and be a model for future mixed use projects. While the current proposal for this project does meet minimum requirements of the ordinance, he was looking for a developer that would partner with the City to bring something new that would make a positive impact on this commercial area of the City. For him, this project is not that; while the architectural is nice and the aesthetics are pleasing, he is concerned that the commercial element will not be successful because of the way it is laid out. Too many issues relating to traffic are in-flux and the only guarantee that the City has is that the main access point will be onto Antelope Drive and the rest of the traffic will filter through the Smith's parking lot. There are too many unknowns and concerns

for him to vote to support it with a clear conscience and with the belief that it will improve the area. He feels there is a lot of potential with this project, but until some of the uncertainties are addressed, he is not comfortable voting in favor of it.

Councilmember Teague stated that the City has asked the developer to do a lot and he has done that; he has spent a lot of time to respond to the changes in the City and he thought the Council had reached a consensus regarding the amount of commercial space that must be included in a mixed use zone. The developer has complied with and even exceeded that minimum requirement and he is also working to help neighboring commercial projects to the east and west. He does not disagree that traffic will be an issue, but that will be the case regardless of how the property develops. He stated the only outstanding issue for him is the lack of a 'Crime Free' program being required, and he would like to integrate that requirement into the development agreement for the project. If the developer is willing to accept that requirement and to pursue a traffic study for the project, he is comfortable approving it. Mayor Pro-Tem Savage stated that if the applicant were proposing to build a mixed-use project on a property that already had that zoning designation, he would be able to support it; however, that is not the case and the proposal is to build a mixed use project on an agricultural lot. This is a zoning decision more than an ordinance compliance decision. Councilmember Teague inquired as to the General Plan designation for the property, to which Mayor Pro-Tem Savage answered commercial. Councilmember Bingham stated that the only reason that the property isn't already zoned commercial is to help the owner avoid exorbitant commercial property tax rates while the property is still being used for an agricultural purpose. Mayor Pro-Tem Savage stated he does not disagree; however, he is not comfortable approving three mixed use projects at one time and, for that reason, he is choosing the one that will create the highest benefit for the City in his opinion. He wants to proceed with caution and right now he does not think this proposal is the highest value for the City. If the project that he does support is successful, he would love to consider others on other parcels.

COUNCILMEMBER BOLDUC MOVED TO TABLE CONSIDERATION OF 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, TO A FUTURE WORK SESSION TO ALLOW ADDITIONAL TIME TO CONSIDER CREATION OF A 'CRIME FREE' PROGRAM TO BE APPLIED TO THE PROJECT.

Mr. Swain stated he would be willing to accept a requirement to include a 'Crime Free' program in the development agreement; he asked that the Council consider that as a condition of approval tonight rather than tabling the application.

COUNCILMEMBER BOLDUC WITHDREW HER MOTION.

Chief Atkin stated that the City will need to pursue a professional certification in order to manage a 'Crime Free' program for multi-housing projects. He can research training opportunities available to him and other City officials that would need to be involved in the project. Councilmember Bolduc asked if the designation could be secured before the project design is completed, to which Chief Atkin answered he believed so.

Councilmember Maughan echoed many of the concerns expressed by Mayor Pro Tem Savage; he stated that he feels as if a trap was laid to secure a minimum requirement for the amount of commercial to be included in the project. While the project meets that minimum requirement, not one building facing Antelope Drive will be entirely commercial. He stated that while the project meets the letter of the law, it does not meet the spirit of the law. He would like to see store fronts fronting the major street for the entire first floor of a building. Mr. Swain stated that originally his project layout had commercial use on the first floor of the entire frontage along Antelope Drive; however, when discussing that design with the Council, he was asked if the space was viable. He indicated that the space would be more viable if it were located closer to parking areas and, so, the concept was shifted to create more effective and useful commercial space. He stated that was one of the changes implemented over the year of discussion he has had with the Council regarding this project. Councilmember Maughan stated he is saying that he would expect for both sides of the ground level of the building fronting Antelope Drive to be commercial and he believes it would be viable.

Councilmember Bingham stated that she can speak as a business owner to the ethereal concept of commercial success; a business needs actual bodies and customers to support them. When the City asks developers to provide brick and mortal commercial space, they must do so with the acknowledgement that a business cannot be sustained without customers. The space must be accessible, and the business plan must be viable in order for a bank to loan money. The Council may have ideas about a business, but the business owner must do their due diligence to see if the business plan is sustainable. She stated the perspective she has gained as a business owner is that there must be a focus on a businesses viability and whether there will be an increase in population to sustain the business. The Council needs to be careful not to focus on aesthetics, but to focus on viability.

COUNCILMEMBER BOLDUC MOVED TO ADOPT 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, WITH THE CONDITION THAT A CRIME PREVENTION ELEMENT BE ADDED TO THE DEVELOMENT AGREEMENT. COUNCILMEMBER BINGHAM SECONDED THE MOTION.

Councilmember Teague asked if all three mixed use projects being considered tonight are required to adhere to the same development agreement terms; two of the development agreements indicate that certificate of occupancy for residential uses will only be granted once the commercial development is completed, while the other does not require that. Mr. Steele stated that the one that is different is based upon the Council's discussion of the viability of the commercial space; that project includes 50,000 square feet of commercial space and the Council had discussed requiring a surety bond to make sure the commercial space gets built. For this project, the commercial space is the first floor of the apartment buildings, so the space will get built in order to build the apartment units.

Mayor Pro Tem Savage indicated there has been a motion and second and he called for a vote; VOTING AYE WERE COUNCILMEMBERS BINGHAM, BOLDUC, AND TEAGUE. VOTING NO WERE COUNCILMEMBER MAUGHAN AND MAYOR PRO TEM SAVAGE. THE MOTION CARRIED.

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.

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

| | |
|---|---|
| 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 |

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 December 17, 2019. 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.
- The City Council reviewed revised plans on August 215, 2020 and staff analysis of the plans revealed items that are were out of compliance when compared with the MXD ordinance requirements. Therefore, the applicant submitted revised plans on September 1, 2020.

The memo concluded the goal of tonight's discussion is to determine if this item is ready to be voted or if it should be continued to another work session for additional discussion.

CED Director Steele reviewed his staff memo and facilitated Council review of the revised project plans.

Mayor Pro Tem Savage stated that he is applying the same philosophy to this project as he applied to the previous agenda item; he is concerned about approving such a large number of new high-density residential units. He does not believe that this project meets the intent of the mixed-use zone. He is concerned about traffic associated with this project as well and the applicant has not been able to secure approval from neighboring property owners to allow cross connectivity. He concluded he cannot support this project given the low amount of and type of commercial space to be included.

Councilmember Bingham stated that a couple of years ago she would have signed a petition opposing this type of project in this area of the City; after serving as a Councilmember for the past few years and learning of the many issues that the City and the entire State of Utah faces in relation to cost of providing service and accommodating growth, she has changed her opinion. It would have been very easy to keep her small perception of what the City needed or what the residents wanted; it would have been easy to say this is a problem for other cities to deal with, but her job as a City Councilmember is to plan for

change rather than lament for it. She referenced infrastructure throughout the City that has fallen into disrepair and she learned that it costs 20 times to repair a road that has fallen into disrepair than it does to simply maintain it. The City is facing a great deal of diminishing roads and sidewalks simply because of the age of the community and funding these repairs are something to keep in mind. She then noted that throughout all the discussions of mixed use zoning, the Council has acknowledged that the City needs to allow reduced lot sizes in order to make home prices more affordable and give people the opportunity to invest in the community they want to live in. She stated that if there is one thing the City can count on, it is constant change and for residents or even the City government to think that Syracuse should be exempt from that change or ignore the fact that existing residents impacted those that lived here before them, is disingenuous. She stated that Syracuse is a town of farmers and families; the farmland has diminished, but Syracuse is still families. Not every family or residents is in the position to buy a large piece of land or large home, but they still want to live here. She stated that when developers are vilified, not only is that a disservice to the community, but the people who live in our community. Develops are not villains; rather, they are people who are willing to invest in the City and she will not take part in vilifying someone who is willing to put millions of dollars into the infrastructure of the community. Everyone living in a home in this community has benefitted from a developer. She concluded that the City does know that an increase in commercial space cannot be sustained without an increase in population.

Councilmember Maughan stated that there will be 350 new residences in this development, but just four small business condominiums. He feels that this increase in population would support more than that commercial space. The idea of mixed use would be that the increase in higher density housing was justified by an increase in commercial development and he does not see an effort to provide viable commercial space in this project. He is not saying it is a terrible apartment complex, but it does not meet the definition of mixed use in his mind. He believes firmly that if the Council actually approves this, there will never be a true mixed-use proposal in the City Every other developer will use this project as a template and standard for development in the City.

Councilmember Teague stated that experts have identified this area as being more suitable for residential use than commercial development. He feels that proper buffering to the west will provide a transition between this use and the neighboring townhomes. The developer has been asked to rotate buildings in the project and create a roadside adjacent corridor behind the houses to the south. They have created a commercial component that will tie into the already struggling commercial development to the east and he is happy with the current design. He stated that if City officials came forward to indicate that this project were not safe or viable for any reason, he would not support it. He would like to include a ‘Crime Free’ element in the development agreement for this project as well. He noted that the City is being told that housing diversity is needed and

that can be accomplished with mixed use projects; mixed use is defined as two different zoning types converging on the same property. The City has the ability to define the ratio of those two different zoning types and that took place as the Council discussed the mixed-use zone over the course of several months. If the Council had decided to require a 50/50 ratio for commercial/residential, he would not support this project. However, that is not the case and this proposal complies with the current version of the mixed-use ordinance.

Councilmember Bolduc stated that this developer did approach the owners of the Shadow Point project about securing cross access; it is up to Shadow Point to accept that proposal and she has no doubt they will because they stand to benefit from this project and the increase in population. She asked Mr. Steele about his concerns with the alleyways adjacent to the existing townhomes in the area. Mr. Steele stated that concern has been addressed; the alleyways have been remedied.

Mayor Pro Tem Savage invited input from the applicant.

Logan Johnson, Wright Development, stated that the commercial space in his project will not consist of live/work units; he fully intends for them to be commercial space. He stated that Shadow Point is a great neighbor and he fully expects them to grant a cross access easement once the zoning has been approved for this project. He is also more than happy to participate in a 'Crime Free' program. He then stated that he has been working hard to respond to all comments from staff and he intends to meet the ordinance requirements for this type of project.

City Attorney Roberts addressed Councilmember Teague's question regarding the differences in the three development agreements relating to certificate of occupancy for the residential units contingent upon completion of the commercial space; he noted that in all three of the proposed mixed use projects, the City needs to ensure it is getting what has been promised by the applicants. Apartments are being approved based upon the commitment to also provide commercial improvements, but if the Council does not require some performance on the commercial component before all residential units are constructed, the developer could walk away from the project without completing the commercial aspect. The development agreement will remain with the land regardless of ownership. Mr. Steele agreed with and emphasized Mr. Robert's comments about the importance of the term of the development agreement that requires performance from the developer relative to the commercial component of the project. He stated the City has other tools at its disposal to ensure completion of the commercial component of the project, such as requiring a surety bond in amount sufficient to facilitate the commercial improvements, or a deed restriction on the property. Mr. Johnson indicated that he would be comfortable providing a surety bond. Councilmember Teague stated he would be willing to accept a surety bond, or he would support the language that is in the draft of the development agreement to restrict issuance of the certificate of occupancy for the residential component until the commercial

space is constructed. Councilmember Bingham agreed. Mr. Johnson stated that he can accept either option. Mr. Roberts noted that the zone change, if approved, will not be in effect until the development agreement is negotiated and executed.

COUNCILMEMBER TEAGUE MOVED TO ADOPT ORDINANCE 2020-20 AMENDING THE SYRACUSE CITY ZONING MAP FROM AGRICULTURE A-1 TO MIXED USE (MXD) ZONE FOR PROPERTY LOCATED AT APPROXIMATELY 1283 W. 1700 S., AND APPROVING THE EXECUTION OF A DEVELOPMENT AGREEMENT TO GOVERN THE PROPERTY, WITH THE FOLLOWING CONDITIONS:

- THAT A CRIME PREVENTION ELEMENT BE ADDED TO THE DEVELOMENT AGREEMENT;
- IN ORDER TO ENSURE COMPLETION OF THE COMMERCIAL COMPONENT OF THE PROJECT, THE APPLICANT SHALL BE REQUIRED TO PROVIDE A SURETY BOND SUFFICIENT TO FACILITATE COMMERCIAL IMPROVEMENTS OR CERTIFICATE OF OCCUPANCY FOR RESIDENTIAL UNITS WILL BE WITHHELD UNTIL COMMERCIAL IMPROVEMENTS ARE COMPLETED.

COUNCILMEMBER BOLDUC SECONDED THE MOTION AND THE FOLLOWING VOTE WAS TAKEN: VOTING AYE – COUNCILMEMBERS BINGHAM, BOLDUC, AND TEAGUE. VOTING NO – COUNCILMEMBER MAUGHAN AND MAYOR PRO TEM SAVAGE. THE MOTION CARRIED.

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.

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

| | |
|---|---|
| Location: | 1600 W. 1700 S. |
| Current General Plan: | High Density Residential |
| Current Zoning: | A-1 |
| Proposed Zoning: | Mixed-Use Development (MXD) |
| Total Site Area: | 15.015 acres |

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 has 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 August 18, 2020. They also held a public hearing where the neighbors expressed concern over the proposed building heights, the pedestrian connection, stormwater 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. The City Council reviewed the item during their August 25, 2020 work session and the project was received with positive reviews. No new plans have been submitted since last meeting. The memo concluded the goal of the discussion is to determine if the project is ready for a vote or if it should be tabled for more discussion during the next work meeting.

CED Director Steele reviewed his staff memo.

Councilmember Teague stated this project presents the greatest commercial benefit and he appreciates that aspect of it. He would like to see the project completed and would like for the development agreement to require the applicant to provide a surety bond sufficient to cover the cost of those improvements in the event the developer does not complete them. He stated there are a few elements of the project that he wants to examine more closely in light of the comments made by the residents of the Walker Estates development. This includes orientation of the building and how they relate to the existing development to the south. He would also like to hear from City staff regarding requirement improvements to Dahl Lane. He is concerned about the tandem parking aspect of the project; there are always issues with rotating vehicles in and out of the tandem spot and this usually results in people choosing to park in other areas, such as surface streets surrounding the project. He is not ready to approve the project until some of those issues are addressed.

Councilmember Bingham stated she shares all the same concerns expressed by Councilmember Teague and stated she would like to hear from the applicant regarding how he will address those concerns. She then noted that for the other two mixed use projects that have been considered tonight, the Council has required either issuance of a surety bond for completion of the commercial element of the project or withholding the certificate of occupancy for the residential units until the commercial is completed; she would like to require the same for this project. She is also concerned about the amount of professional office

space included in this project; the market for office space has changed dramatically since the onset of the COVID-19 pandemic. Many businesses have discovered their employees can work from their own home, making it possible to shrink office sizes and she is concerned that this space may not be as viable as it would have been in the past. She concluded that she would like to examine the building heights in the project as some of the three-story buildings appear to be too tall.

Councilmember Maughan stated that he is surprised to hear the concerns about the project; four years ago he participated in a meeting with Davis County regarding the inclusion of this area in the City's Commercial Development Area (CDA) based upon the need to address the underserved demand for office space in north Davis County. The City asked for the use of tax increment financing to incentivize this type of project. He is surprised that the Council may be taking a different direction at this time. He stated this project is the most appealing to him based upon his opinion of what a mixed use development should be; it has a greater percentage of commercial in the form of professional office space, which will serve the community better than any other proposal he has heard tonight. He stated he has heard the concerns regarding Dahl Lane and as much as residents would like for the road to remain as it currently is rather than being extended for connectivity, that extension has always been included in the City's transportation plan and he feels it is essential to require that connectivity. He stated he highly doubts that people will use Dahl Lane for through traffic purposes, but it is vital to complete the road for emergency access purposes. He concluded that while he supports this project, he is not sure how the Council can approve another 250 residential units tonight after having already approved over 400 in a single night.

Councilmember Bolduc stated her main concern relates to the pace at which this project has been considered by the Planning Commission and now the City Council; it has moved much quicker than the other two projects. She noted that the concern regarding the orientation of the buildings was discussed with the applicant, but he has not shifted that orientation to address the concerns relating to privacy that were expressed by the Walker Estates residents. She also referenced Dahl Lane and noted she would like it to be very clear that the developer will be responsible for snow removal if the road is classified as a private lane. She also supported the requirement for a surety bond or restriction of the residential certificate of occupancy until commercial improvements are completed. She would like to table the application in order for those issues to be addressed.

Councilmember Bingham asked Mr. Steele to expound on the intent of the surety bond. Mr. Steele stated that the City requires surety bonds for all types of improvement projects in the City; the bonds are held by a financial institution and will not be released until the City approves the release based upon the applicant's completion of their commitments. Councilmember Bolduc asked if the surety bond will remain with the land if ownership changes. Mr. Steele stated that the development agreement requires completion of the commercial component within 18 months and if that is not done, the City can utilize the

surety bond. However, the surety bond for this project is only $100,000 and that will not cover the improvements. This led to philosophical discussion and debate regarding the best mechanism to be included in the development agreement to require or incentivize the completion of the commercial component of the project, after which Mr. Steele reviewed the building orientation for the project; he noted that the current layout facilitates the most effective circulation throughout the project. He is willing to utilize the feedback provided by the Council to work with the applicant to amend his plan if the Council ultimately decides to table the application. He noted, however, that the action before the Council tonight is simply the zone change and the adjustments to the project plan could be addressed after zoning decisions are made.

Mayor Pro Tem Savage then stated that when he envisioned a viable mixed-use project, this is the type of project he was thinking of; the commercial component is significant, and warrants increased residential density. He disagreed with Councilmember Bingham regarding the demand for office space, noting the City is lacking in professional office space; there are currently no vacant office spaces in the City, while there is a great deal of empty retail space. This type of commercial development will bring more jobs to the area, which results in an increase in daytime population to support local businesses. This is exactly what he was looking for when he considered the approval of the mixed-use zone. He thanked the developer for accepting the risk associated with this type of project and noted he feels it will benefit the community if it is ultimately built. He then noted that he understands the concerns that have been raised regarding the manner in which the project intrudes on the Walker Estates development; he would be supportive of tabling the application to address those issues before approving the zone change. Councilmember Bingham stated she never said this type of project will not be good for the community; rather, she is only concerned about there being a market demand for this amount of office space.

Mayor Pro Tem Savage invited input from the applicant.

Jerry Preston, Elite Craft Homes, stated he appreciates the feedback from the Council; since the last meeting, he has been working with the landscape architect to respond to comments regarding the landscape plan. He then noted that this project has not been fast-tracked; rather, the current iteration is the seventh version of the site plan. He has been working with and listening to Councilmembers for the past few years and he feels that his current proposal reflects that work. He is providing professional office space and adhering to strict design standards. The buildings may be tall, but the architectural design is more compliant with the City's ordinances than the previous two projects that were approved tonight. He acknowledged that there are some concerns relative to the market for office space due to the pandemic; that is why he did not want the commercial improvements to be directly tied to the residential certificate of occupancy and he opted to issue a surety bond. However, if the Council wants to require a surety bond greater than $100,000, he may be making some adjustments to his plan to include less

commercial space. He feels he is being penalized for over committing to this project and exceeding minimum standards in the City's mixed-use ordinance. Relative to the designation of Dahl lane as a private lane or a public street, he would prefer the former; the lane would be managed by the homeowner's association and the management company overseeing the project. Additionally, he has spoken with management companies that have regulated tandem parking layouts in these types of projects and as long as tenants are informed of the arrangement and the restriction against using their primary parking space for storage purposes, they are compliant and there are no issues. He would also like for the Council to consider cross parking opportunities with the commercial space. Of all the projects that have been presented tonight, he feels that his has the best parking accommodations and layout and the project also meets the required 85-foot setback included in the ordinance.

Councilmember Teague stated that he is in his first term as a Councilmember and this is if the first time he has seen this project; he is not opposed to Mr. Preston's proposal, but he feels he is doing his due diligence in asking questions about the application. He feels that the product will be great and benefit the community, but he just needs a bit more time to digest it.

Councilmember Maughan stated he is very torn on the decision before the Council at this time; he feels that this is the best product that has been presented tonight and he would prefer that it be built before the other two that received approval earlier in the meeting. However, he is concerned about the issues relating to the completion of the commercial improvements and is willing to entertain additional discussion about the appropriate language to include in the development agreement regarding that matter.

COUNCILMEMBER TEAGUE MOVED TO TABLE 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. COUNCILMEMBER BINGHAM SECONDED THE MOTION.

Mayor Pro Tem Savage stated that he supports this project and asked that Mr. Preston amend the design responsive to the issues raised tonight and come back to the Council for continued review and discussion. Councilmember Maughan agreed and noted that if the commercial component is reduced or 'watered down' in terms of design, he may not be as supportive.

City Manager Bovero stated that if the financing of the commercial component becomes an issue for the applicant in the future, this may be a project that would qualify for receipt of CDA financing or an incentive. That may be information that would be helpful as the Council considers the amount of the surety bond that would be required for the commercial aspect of the project.

Mayor Pro Tem Savage stated there has been a motion and second to table the application and he called for a vote. ALL VOTED AYE, WITH THE EXCEPTION FO THE COUNCILMEMBER MAUGHAN, WHO VOTED IN OPPOSITION.

10. Authorize Administration to issue letter of intent to partner with On Pitch Performing Arts (OPPA) for the development of a Performing Arts Center

A staff memo from the City Manager explained 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. 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.

The action item before the Council is to consider a vote on whether to authorize the administration to issue a Letter of Intent to OPPA, outlining the points stated above.

Mr. Bovero reviewed his staff memo.

Councilmember Bingham asked Councilmember Maughan to provide his opinion regarding the letter of intent given this is a project he has been involved in. Councilmember Maughan stated that if the City agrees to the letter of intent, he would request a reciprocal agreement with a commitment from OPPA that they will work exclusively with the City on this opportunity. He is also concerned about the language regarding the entity that would manage productions at the facility; there is a need to create a new organization to prevent any existing organization from having too much control; the purpose of the new organization would be to give the City and OPPA equal control capacity.

Councilmember Teague stated he would rely upon Councilmember Maughan's input and expertise on this matter as this is not an issue that he has been heavily involved in.

Councilmember Bolduc stated that she is concerned about trying to do too much at the same time in terms of asking for financial support for the construction of a 50-acre park while also considering a capital campaign to raise funds for a performing arts center. Councilmember Savage agreed, but noted that the City's commitment in this project would be to set aside land for the facility; it is his interpretation that the letter of intent is to provide both parties some assurance that the other will be supportive of the project, but he agrees with Councilmember Maughan that the City needs a guarantee of exclusivity and OPPA will not engage in discussions with other cities about the project.

Councilmember Maughan stated that ultimately this project is a huge economic opportunity for the City; though the project will not include the construction of other facilities or commercial entities, it will give the City a marketing tool to attract other businesses to locate in the area. He acknowledged Councilmember Bolduc's concerns about the financial burden of two large projects at the same time, but noted that the same people that donate for a park are not necessarily the same people that would donate to a performing arts center and he thinks that the two could actually compliment one another.

Councilmember Bingham asked if the Council wants to include a timeframe in the agreement pertaining to the amount of time that the City will reserve the property for this project; if the project is not built within a certain period of time, the City should have the ability to consider other development options. Councilmember Maughan agreed and he reviewed the timeline that OPPA is working within; the fundraising goal is set at 18 months with plans to construct the facility prior to the completion of the West Davis Corridor project. It is reasonable to include some progress indicators in the agreement to give the City the ability to move on with other prospects if the project does not come to fruition. He noted that mutual exclusivity is the most

important issue to him at this point in terms of amendment the letter of intent. He would support an 18-month restriction on the property dedication.

Mr. Bovero stated that OPPA has asked for a swift response from the City on the letter of intent; he feels that a short delay is reasonable so long as the Council intents to act on the matter soon. Mayor Pro Tem Savage stated that he would be comfortable approving the letter of intent as it is not legally binding, but he would like to ask that OPPA consider addition of an exclusivity clause and a timeline for the City reserving the property for the project. Councilmember Bolduc agreed.

COUNCILMEMBER MAUGHAN MOVED TO AUTHORIZE ADMINISTRATION TO ISSUE LETTER OF INTENT TO PARTNER WITH ON PICK PERFORMING ARTS (OPPA) FOR THE DEVELOMENT OF A PERFORMING ARTS CENTER, WITH THE FOLLOWING ADJUSTMENTS TO THE LETTER:

ESTABLISHING A COOPERATIVE AGREEMENT DEFINING AN OPERATING ARRANGEMENT WITH OPPA AND THE SYRACUSE CITY ARTS COUNCIL; AND

WITH THE UNDERSTANDING THAT AN EXCLUSIVITY AGREEMENT WILL BE EXECUTED.

Councilmember Bingham asked Councilmember Maughan if he wants to include a timeframe for the City to hold the property for the project. Councilmember Maughan answered no and indicated he feels that is an issue that will solve itself; if there is no movement towards the project by either or both parties, the arrangement will dissolve well before 18 months.

COUNCILMEMBER TEAGUE SECONDED THE MOTION; ALL VOTED IN FAVOR.

11. Public comment.

Paul Watson thanked Councilmember Maughan and Mayor Pro Tem Savage for their representation of the citizen in voting against the rezoning of the lot near Smith's for mixed use development. Over 600 residents in the direct vicinity of that project think it is a bad idea. He is most disappointed on Councilmember Teague; one of the reasons he voted for him is that he indicated he would not vote for high density housing. Someone who is not pro-high-density housing would not vote for over 500 units in one evening. He wished elected representatives would listen to letter after letter from residents expressing their concern and not placate the residents by asking simplistic questions of supposed experts who rambled more than anything and could not produce any hard data.

Matt Page also thanked Councilmember Maughan and Mayor Pro Tem Savage for listening to the residents; he agreed with Mr. Watson that the comments provided by Mr. Steele, Mr. Whiteley, and Mr. Swain that no traffic studies have been completed, yet ample study was performed on the vegetation and where it should be placed. Despite the hundreds of people

who commented on traffic, no studies have been completed. He then stated that several times he has heard the term that rooftops equal revenue for the City; several have indicated that with the loss of R.C. Willey the City will be in a budget deficit, but West Point City has one-third the population of Syracuse and Clinton has two-thirds and both have thriving commercial climates. Obviously, the sentiment that rooftops equal revenue is not true. If the City builds the right thing, people will come. When given the opportunity to reduce overhead spending, the City should take those opportunities especially if it is worried about a reduced tax base, yet more staff is being added. He stated these are simple decisions for the City to be making.

12. Mayor/Council announcements.

Mayor Gailey joined the meeting; he indicated he signed into the Zoom meeting about mid-way through the meeting but was simply observing. He thanked Mayor Pro-Tem Savage for conducting the meeting in his absence.

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.

13. 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).

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 SAVAGE SECONDED THE MOTION; ALL VOTED IN FAVOR.

The closed session began at 9:49 p.m.

The meeting reconvened at 10:45 p.m.

3. Approval of minutes - continued.

The following minutes were reviewed by the City Council: Business Meeting of July 14, 2020.

COUNCILMEMBER SAVAGE MADE A MOTION TO APPROVE THE MINUTES OF THE JULY 14, 2020 BUSINESS MEETING AS PRESENTED. COUNCILMEMBER BINGHAM SECONDED THE MOTION; ALL VOTED AYE, WITH THE EXCEPTION OF COUNCILMEMBER MAUGHAN WHO VOTED IN OPPOSITION.

At 10:47 P.M. COUNCILMEMBER BOLDUC 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 Syracuse City Council Special Meeting, September 22, 2020.

Minutes of the Special meeting of the Syracuse City Council held on September 22, 2020 at 6:00 p.m., held virtually via Zoom, meeting ID 873 7227 7549, and streamed on the Syracuse City YouTube Channel in conformance 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 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 Savage provided an invocation and Councilmember Bingham led the audience in the Pledge of Allegiance.

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

2. Approval of minutes.

The following minutes were reviewed by the City Council: Work Session and Special Meeting of August 25, 2020.

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

3. Public hearing regarding the issuance of approximately $26,000,000 of General Obligation Bonds and any potential economic impact that the improvements, facilities or properties financed in whole or in part with the proceeds of the Bonds may have on the private sector.

A staff memo from the City Recorder explained that pursuant to the provision of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, the Governing Body is required to hold a public hearing to allow for public input regarding the issuance of the General Obligation Bonds and the impact that the bonding activities and subsequent projects could have on the private sector. Notice of the public hearing has been provided in accordance with the Act; the Governing Body should accept input from any member of the public.

City Recorder Brown summarized her staff memo.

Mayor Gailey opened the public hearing at 6:08 p.m. There were no persons appearing to be heard and Mayor Gailey closed the public hearing at 6:08 p.m.

4. Recess to convene in work session meeting.

Mayor Gailey recessed the meeting at 6:09 p.m. to allow the Council to convene in their work session meeting. The meeting reconvened at 9:58 p.m.

3. 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 BOLDUC 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 BINGHAM SECONDED THE MOTION; ALL VOTED IN FAVOR.

The closed session began at 9:59 p.m.

The meeting reconvened at 10:24 p.m.

At 10:24 P.M. COUNCILMEMBER BINGHAM MADE A MOTION TO ADJOURN. COUNCILMEMBER TEAGUE SECONDED THE MOTION; ALL VOTED IN FAVOR.

_____ _____

Mike Gailey
Mayor

Cassie Z. Brown, MMC
City Recorder

Date approved: _____

Minutes of the Syracuse City Council Work Session Meeting, September 22, 2020

Minutes of the Work Session of the Syracuse City Council held on September 22, 2020 at 6:00 p.m., held virtually via Zoom, meeting ID 873 7227 7549, 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
Community and Economic Development Director Noah Steele

The purpose of the Work Session was to hear public comments; meet the newly hired Museum Curator; discus proposed amendments to the Storm Water Impact Fee Analysis (IFA) and Impact Fee Facilities Plan (IFFP); engaged in continued discussion of a pedestrian walkway at 2580 S. Allison Way; discuss the following planning items:

1. Discuss proposed Payback Agreement related to installation of infrastructure improvements by the Fields Subdivision.
2. Discuss concept of Crime Free Program for multi-housing or high-density projects.
3. Continued discussion of proposed amendment to Zoning Map from A-1 and GC to MXD – Located Approximately 1850 W. 1700 S. (tabled from September 9, 2020)
4. Proposed zoning map amendment, residential R-1 to residential R-3, 2.448 acres located at approximately 2889 S. 3000 W.
5. Proposed zoning map amendment, General Commercial (GC) to Climate Controlled Self-Storage Unit Zone (SU), .94 acres located at approximately 1556 S. 2000 W.

6. Continued discussion - review draft Economic Development Strategic Plan.
7. Potential Redevelopment Agency (RDA) incentive option for mixed-use office building.
8. Potential Redevelopment Agency (RDA) incentive option for a proposed office/retail/storage project.

Discuss proposed amendments to the Syracuse City Personnel Policies and Procedures Manual; Review Flash-Vote survey results regarding high-speed internet fiber service options for Syracuse City; discuss proposed amendments to the Syracuse City Code Section 10-30-060(F) pertaining to sump pump discharge; proposed Use of CARES Act Funding for Day Care Assistance through the Davis Education Foundation; and discuss future agenda items/Council announcements.

Councilmember Savage provided an invocation. Councilmember Maughan 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 indicated no written public comments were submitted. He then invited Zoom participants to provide public comments; no public comments were made.

**Introduction of newly hired Museum Curator, Elizabeth Najime.**

City Manager Bovero introduced Museum Curator Elizabeth Najime; he has had the opportunity to meet with Ms. Najime and is excited for her to begin her work with the City. He noted he is confident that she will benefit the Museum as well as the City as a whole as she will also be handling some communications responsibilities for City Administration. He invited Ms. Najime to address the Council. Ms. Najime provided a brief overview of her educational and professional background; she has a great deal of museum experience and she is excited to work with and support the Syracuse Museum. She looks forward to seeing it thrive and grow.

Several Councilmembers welcomed Ms. Najime to the community and indicated they look forward to working with her.

**Discussion regarding proposed amendments to Storm Water Impact Fee Analysis (IFA) and Impact Fee Facilities Plan (IFFP).**

A staff memo from the Administrative Services Director explained City Administration is proposing amendments to the Storm Water Impact Fee Analysis (IFA) and Impact Fee Facilities Plan (IFFP). The proposed amendments are intended to pull projects forward in our storm water master plan to the IFFP in order to have those projects eligible for storm water impact fee expenses. Changes were made to projects 17 through 22 in the IFA plan. Because these projects will be pulled forward, the storm water impact fee will increase. The current fee is $7,398.85 per acre and the proposed fee would increase to $8,967.37 per acre. If the Council approves this change, there will be a 90-day waiting period from the approval date to enact the fee increase. The memo concluded the goal of tonight's discussion is to determine whether to proceed with the amendments and increase the impact fee.

Administrative Services Director Marshall reviewed his staff memo. The Council briefly discussed the proposal, with a focus on the need to charge appropriate fees to cover the cost of services. Councilmember Maughan indicated that he feels the timing of the fee increase is appropriate as it will be in place in advance of the 2021 development season.

Mayor Gailey asked that staff proceed with scheduling the public hearing to allow Council action on the proposed amendments.

**Continued discussion: pedestrian walkway at approximately 2580 S. Allison Way.**

Mayor Gailey noted that Councilmembers Bingham and Bolduc asked that this item be added to the agenda to allow for the Council to revisit the action taken recently regarding pedestrian walkways in the City.

Councilmember Bolduc stated that she has been contacted by Arce Nacario who is concerned about the impact the Council's recent action on this issue will have on his neighbor; specifically, reducing the fence in his side yard to three feet is upsetting to him. Councilmember Bingham added that Mr. Nacario indicated that his neighbor had difficulty in participating in the discussions of the item as he could not access the Zoom virtual meeting. She stated that the Council discussed several options for addressing the issue that Mr. Nacario initially raised. She revisited those options and indicated that Mr. Nacario has asked that the Council reconsider the ordinance amendments in a manner that will allow Mr. Nacario's neighbor to keep the fence on his property and also allow Mr. Nacario to erect the fence along his property line. The portion of the fence that is on City property would be removed. She then noted there are just two walkways like this one in the entire City and making this adjustment should not set a precedent or have impact on a large number of properties.

The Council engaged in philosophical discussion and debate regarding the matter and the historical actions that have been taken relative to this land use regulation. Councilmembers Maughan and Savage indicated they would like to uphold the ordinance decision that was made on August 11; however, this led to discussion about the option of considering a new ordinance that would allow Mr. Nacario to erect his fence, his neighbor to maintain the fence he currently has on his property, and to retain the pedestrian walkway for the neighboring community. Councilmembers Bingham, Bolduc, and Savage supported the concept of considering a new ordinance. Mr. Steele stated that the City's existing ordinance indicates that within a front-yard setback, maximum fence heights shall be three-feet; additionally, corner lots must preserve a clear view sight triangle for pedestrian safety. The ordinance that was adopted on August 11 indicates that the maximum length of a pedestrian walkway that can be fenced on both sides is 50 feet. If the Council wants to remove the portion of fence on City property, but allow Mr. Nacario and his neighbor to have fencing between their property and the walkway, that distance needs to be increased from 50 feet to 110 feet. If the City's fence were to be left in place, and Mr. Nacario and his neighbor are allowed to have a fence, the distance would need to be increased from 50 feet to 150 feet. The Council debated these options; Councilmembers Maughan and Savage indicated they do not want to enact an ordinance that will give one property owner the ability to have fencing in his front yard that violates existing ordinances in place, when that same option is not afforded to any other property owner in the City. Additionally, they indicated that they do not believe that a fence along the

side of a front-yard increases the safety of that property. Councilmember Bingham disagreed and noted that it does increase safety when it prevents pedestrians on the walkway from entering and cutting across his front yard. She added that this is an issue of principle for her; the City should consider the people directly impacted by this issue. Debate among the Council centered on the appropriate course of action for the City to take responsive to the requests of Mr. Arce and his neighbor. Councilmember Savage indicated that he will increase the length of the fencing from 50 feet to 75 feet. Councilmember Bingham stated she feels the 110-foot length is the best compromise.

Mayor Gailey invited input from Mr. Nacario and his neighbor. Luis Agen stated that he lives in the home next to Mr. Nacario and he has been there for over four years; the fence was in place when he purchased the home. As the City grows, so does the crime rate and he feels a bit safer knowing that he has a fence between his fence and the pedestrian walkway. His children play in his front yard and the fence provides a barrier between his kids and any individual using the walkway. He asked the Council to put themselves in his position; allowing him to retain his fence will give him a sense of security, especially when he is out of town for extended periods of time for military deployment. Mr. Nacario added that he is saddened that a matter that he initiated has a negative impact on his neighbor; if the Council is concerned about the safety of a walking path itself, the City should dissolve the pathway and get rid of it entirely.

Council discussion continued and Councilmembers Bingham, Bolduc, and Teague ultimately supported consideration of an ordinance that would amend the fencing provisions along pedestrian walkways. Councilmember Savage indicated that he would consider extending the length of fencing along both sides of the walkway from 50 to 75. City Attorney Roberts indicated that the item is not eligible for reconsideration at this point as the minutes of the meeting during which the most recent ordinance was acted upon have already been approved; the item will need to be referred to the Planning Commission for a new recommendation.

**Planning item: Discuss proposed Payback Agreement related to installation of infrastructure improvements by the Fields Subdivision.**

A staff memo from the City Attorney explains City code permits the City to enter into payback agreements to help developers recoup the cost of infrastructure that will benefit other abutting developments. Syracuse Municipal Code Section 8.10.140. These are also referred to as pioneering agreements. It is an equitable arrangement so that one property owner does not bear a tremendous burden, while another receives a windfall. Our City Engineer has attributed percentages of benefit for abutting owners from the infrastructure. The total cost of the infrastructure is calculated, and percentages are then applied. The Agreement is recorded against the abutting property owners and is valid for ten years. If development occurs more than ten years later, then the original developer is not provided any compensation. The City is not liable for unpaid amounts and this will not cost the City anything. The memo concluded that the goal of this discussion is to determine whether to consider a resolution authorizing the execution of the payback agreement related to the Fields Development.

City Attorney Roberts reviewed his staff memo. The Council authorized placement of an action item on the October 13 agenda to allow action on the payback agreement.

**Planning item: Discuss concept of Crime Free Program for multi-housing or high-density projects.**

A staff memo from the City Police Chief explained Syracuse is experiencing an increase in proposals for high-density housing. Many residents speaking out against these proposals have cited increased crime as one of their main concerns. The Crime Free Multi-Housing (CFMH) program, coupled with staff trained in the concepts of Crime Prevention Through Environmental Design (CPTED), could allow the Council the opportunity to demonstrate proactiveness in this area of concern. It could also allow these high-density housing communities to be built with the concept of crime prevention in mind; it is anticipated that this could have even greater impact on reducing crime than formation of a CFMH program alone. The memo concluded the goal of the discussion is to outline the basics of CFMH and CPTED programs, discuss staffing and responsibilities of managing a program, discuss financial impacts to City budget, and receive direction from the Council on how to proceed. It is important for the Council to keep in mind that a Crime-Free program can also be extended to storage units.

Community and Economic Development (CED) Director Steele and Police Chief Atkin reviewed the staff memo and facilitated Council review of the program components included in a detailed document provided in the Council meeting packet. Councilmember Savage stated he would like to extend the CFMH program to storage unit projects. Discussion centered on next steps for implementing a CFMH program and the timing of that process; Chief Atkin stated that the program should not increase expenditures from the Police Department dramatically in the current Fiscal Year (FY), but there may be some expenditures in future budget years to facilitate training of Department employees or possibly providing an incentive for landlords who participate in the CFMH. The Council expressed their support for proceeding with creating the program and asked staff to take the necessary steps to ensure that CFMH provisions can be included in development agreements for any future projects.

**Planning item: Continued discussion of proposed Amendment to Zoning Map from Agricultural (A-1) and General Commercial (GC) to Mixed-Use (MXD) for property located at approximately 1850 W. 1700 S.**

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

| | |
|---|---|
| Location: | 1600 W. 1700 S. |
| Current General Plan: | High Density Residential |
| Current Zoning: | A-1 |
| Proposed Zoning: | Mixed-Use Development (MXD) |
| Total Site Area: | 15.015 acres |

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, stormwater 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. The memo concluded the goal of the discussion is to determine 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. The project was reviewed by the City Council during their September 8, 2020 business meeting; there were discussions surrounding the feasibility of the office portion and how to ensure that the office will indeed be built. Ways to minimize impacts to the neighbors to the south were also discussed. The item was tabled so Council could have more time to discuss the application.

CED Director Steele reviewed his staff memo and facilitated a review of the application and development agreement for the project. Council discussion centered on the best mechanism to use to incentivize completion of the commercial improvements in the project. Councilmembers thanked the applicant for addressing the concerns raised during the last meeting regarding orientation of the buildings and fencing plans to protect the privacy of adjacent property owners. There was also a focus on the market for office space and the Council indicated they support the use and are hopeful there is a demand for the amount of office space included in the project.

Mayor Gailey invited input from the applicant. Jerry Preston, Elite Craft Homes, thanked the Council for their consideration of the project and for the feedback they have provided. He acknowledged the risk associated with including the amount of commercial space in the project that he has, but noted he does feel that it can be leased and it will benefit the community. He stated that if he were to walk away from the project without completing the commercial component, he has nothing to gain; he is comfortable with the mechanism in the development agreement requiring surety bond for commercial improvements as well as the deed restriction to lock to property into commercial development. He is grateful to the City for

considering the use of Commercial Development Area (CDA) incentive money to aid in the project, if necessary. He stated he firmly believes that if the project is built, tenants will come to the area. Councilmember Maughan agreed and noted that the City regularly hears from brokers who are looking for a space for a client; the fact that this project will be shovel ready or perhaps even built, is a great thing for the City. Mr. Steele agreed.

Mayor Gailey asked if the Council is comfortable considering action on this application during the October 13 business meeting, to which the Council answered yes. Mr. Preston stated he will secure documentation from the Utah Department of Transportation (UDOT) regarding access to the project and from the Walker Estates Homeowners Association (HOA) regarding his attempts to mitigate the concerns expressed by those residents. He will also provide an updated elevation rendering for the project.

**Planning item: Proposed zoning map amendment, residential R-1 to residential R-3, 2.448 acres located at approximately 2889 S. 3000 W.**

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

| | |
|---|---|
| Location: | 2889 S. 3000 W. |
| Current General Plan: | Medium Density Residential (Cluster, R-3), RPC, PRD, NS) |
| Current Zoning: | R-1 (2.3 Units Per Acre) min 12,000 square foot lot |
| Proposed Zoning: | R-3 (4 Units Per Acre) min 8,000 square foot lot |
| Total Site Area: | 2.448 acres |

The applicant has requested approval of a rezone of 2.448 acres from R-1 to R-3 with the intent of building a road and single-family housing. The R-3 zoning would allow up to 10 units (five on each side of a central road). This would provide a connection between 3000 West and the stub road that is planned just east of the property in the Shoreline Subdivision. There are some potential limitations to neighboring properties by the type of development that would be allowed

by the rezone to R-3. The properties to the north and south are currently in the R-1 Zone which allows farm animals. According to SCC 10.30.040(C)(2) *all pens, barns, coops, stables, corrals, and other similar enclosing structures to keep animals or fowl shall be not less than 50 feet from dwellings on adjacent lots, not less than 20 feet from a dwelling on the same lot, and not less than 150 feet from a public street, except on corner lots where such structures shall be not less than 50 feet from a public street.* If a road were placed on one side of the property, it may fully restrict the construction on these types of enclosures, depending on the width of the adjacent property. This only applies to structures. The right to maintain farm animals on the property would not be affected by the proposed rezone. The proposed zoning is permitted in the medium-Density Residential General Plan Designation which was updated by the City Council in 2019 and is the zoning with the lowest density aside from the Cluster Zone. If a lower density zone is alternatively proposed by the applicant, a General Plan Map amendment will be required and may not be feasible given the cost to construct the road through the property and the low lot yield. Planning Commission reviewed the item during their meeting on 9-1-20 and is forwarding a recommendation for conditional approval. Commission is recommending approval of the rezone only if ordinance 10.30.040 (C)(2)(a) concerning regulations for farm animal pens and structures are amended. The motion passed unanimously. The memo concluded the goal of the discussion is to determine if the application is ready to move to the October 13 business meeting agenda for action.

CED Director Steele reviewed his staff memo and facilitated discussion among the Council regarding the implications of the proposed zone change and the concerns that have been expressed by adjacent property owners; Councilmember Maughan referenced the Council's actions taken regarding the Shoreline project in the City and indicated that the developer of that project worked with other property owners and the City to reach an agreement to locate R-1 compliant lots directly adjacent to properties that have an agricultural use and he wondered why that same attempt would not be made for this project. Mr. Steele stated he would defer to the applicant, but suspects the applicant is pursuing a higher lot yield to offset the costs associated with constructing infrastructure improvements, including a road that will provide connectivity to 3000 West. The applicant was not present to address the concerns raised and the Council concluded to move

the item to the October 13 business meeting for continued discussion and possible action, but Mayor Gailey asked that staff ensure the applicant is present at that meeting to address any concerns or questions.

**Planning item: Proposed zoning map amendment, General Commercial (GC) to Climate Controlled Self-Storage Unit Zone (SU), .94 acres located at approximately 1556 S. 2000 W.**

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

| | |
|---|---|
| Location: | 1556 S. 2000 W. |
| Current General Plan: | Commercial |
| Current Zoning: | 10.90 General Commercial Zone |
| Proposed Zoning: | 10.94 Climate Controlled Indoor Self-Storage Unit Zone |
| Total Site Area: | .94 Acres |

The applicant Colby Anderson has requested approval of a rezone of .94 acres from GC to the newly created SU zone. The property is within the town center overlay near Walmart and is surrounded by retail uses on the south, west, and east and a middle school to the north. Being a land use related legislative decision, a recommendation from Planning Commission to City Council is required. City Council will make the final decision. The land has sat vacant since the property developed in 2006. The approval standards for a rezone require a recommendation by Commission be provided on whether indoor storage units at this location would be 'harmonious with the overall character of existing development, if it would adversely affect adjacent property, and if there are adequate facilities and services to the property. The commission should also decide if the proposal is in conformance with the purpose language of the SU zone. The SU zone says that superior architecture, landscaping, durable exterior cladding are expected, and that this use is anticipated to be located on sites that are less than prime and ideal for infill. They should also review the potential highest and best use of the property long term. The commercial general plan designation would support the following zoning: General Commercial (which it is currently),

Professional Office, Mixed Use, and Neighborhood Services. Planning Commission reviewed the item during their meeting on 9/15/20. They voted unanimously to recommend approval of the rezone. The memo concluded the goal of the discussion is to determine whether this item should be forwarded to the October 13 business meeting for a vote or if more discussion in a future work session is necessary.

CED Director Steele reviewed the staff memo. Councilmember Maughan indicated the City recently approved a large number of storage units, which will increase the number of storage units that already exist and he is hesitant to approve more storage units, especially in this location. This led to Council discussion about other commercially viable options for the subject property, the property's proximity to a nearby elementary school and junior high school, and traffic issues in the area and the potential for this use to make traffic worse. The Council acknowledged that there is no other application for development of the subject property and they are responsible to consider the application before them.

Mayor Gailey invited input from the applicant. Colby Anderson stated that he has been working on this project for months and has had conversations with individual Councilmembers; he is surprised to hear the negative feedback regarding the project. He has designed the project to fit with the architecture of the existing development of the area and he believes the project will attract traffic that will benefit other uses in the area. He asked that the Council consider moving his application forward for a vote during the next business meeting. He understands there are other storage unit projects on the horizon, but they are in different areas of the City and they are a different type of storage unit project. There is no other project like this in the immediate area and no other similar use will be allowed within a mile of this project. He feels there is a demand for this use and he is willing to work with the project to ensure it meets land use ordinances as well as the desires of the Council.

## Planning item: Continued discussion - review draft Economic Development Strategic Plan.

A staff memo from the Community and Economic Development (CED) Department explained that as part of a multi-faceted approach to economic development, the CED department, with the guidance and support of council, has

embarked on a three-step approach to ramping up the City's economic development efforts. First step was to work with EDCU in its 'Development Ready Communities Program'. Progress is being made there and initial stages of analysis with them is complete. Second step was to engage with Zion's bank for a fiscal resiliency study in looking at our expenses and sources of revenue and estimate scenarios in which the city will need to plan ahead to remain solvent. From that, we have a financial model that enables us to analyze the financial ramifications of different market conditions and land use decisions. The third step which is to hire Better Cities to guide us in creating an economic development plan that will take into account steps 1 and 2, gather direction from council and stakeholders , analyze economic and demographic data, and provide valuable intel into the strategies to employ for the most efficient use of the city's economic development resources. During the February 25, 2020 work session, Better Cities gave a presentation on the scope of work for our Economic Development Strategic Plan and received initial guidance and instruction from Council. They have now completed a draft plan according to the scope outlined and input received and need additional input and direction by the stakeholders about the specific goals and objectives that will take the analysis and ideas and cement them into our official strategy. It is desired to adopt the final plan by way of ordinance but only after the council is comfortable and confident in the plan. During the August 25 work meeting, the council was introduced to the draft plan. It was decided that further discussion was needed on the item to further digest the plan. Council also provided initial input and observations to Better Cities staff. Corresponding edits to the plan have been made reflecting the council's comments. Next steps include reviewing the document in more detail. The document has been color coded so attention to the goals and objectives may be amplified. A summary of the goals and objectives detailed in the document has also been created. The memo concluded the goal of the discussion is to review and discuss the draft plan; enumerate and prioritize goals and objectives; identify if there are any missing goals or strategies; decide if there is anything in the plan that we do not agree with; and lastly, decide an approximate date to be on business meeting for adoption or if it needs more discussion on another work session.

CED Director Steele reviewed his staff memo and he and representatives of Better Cities facilitated discussion among the Council regarding prioritization of the goals and strategies in the Plan document. The Council indicated they would like to break the plan down into smaller pieces and dedicate a single work session discussion to each of those smaller

pieces or a smaller number of multiple pieces that have unified goals or for which there is synergy. This led to discussion of the Council's goals pertaining to the timeline for considering adoption of the Plan. The Council indicated they feel they can dismiss the Better Cities consultants from the process and set a goal for concluding review of the document and setting a three-month timeline for reviewing the broken-down sections of the Plan.

## Planning item: Potential Redevelopment Agency (RDA) incentive option for a proposed office/retail/storage project.

A staff memo from the Community and Economic Development (CED) Department explained an office/storage/warehouse/retail development is proposed to be built surrounding the Pizza Factory. In preparation for the development, the landowner is requesting that the RDA Board assist him in infrastructure improvements that would serve the future development and also make travel between commercial projects more convenient and safer. The improvements would also alleviate some pressure off the busy intersection of Bluff Ridge Drive and Antelope Drive. It may also assist in expediting the construction of the buildings and freeing up moneys that could be used to make the facades more attractive. The funds would be used to build the drive isles prior to the buildings. The drive isles are needed to ensure cross access between projects and also create a network of options for motorists attempting to turn left on Antelope from Bluff Ridge Drive. The funds would be used to install the needed sewer, storm drain, culinary waterlines, and pave the driveways needed to get the project rolling. The total requested for the entire project is $453,679.50. This incentive is different than most as it is requesting money up front rather than tax rebate. As the 750 West RDA is more established than others, there are sufficient funds available should it be desirable to the RDA Board. The approximate breakdown of the project square footages are: Retail - 5,000, Flex Office/Warehouse - 20,000 sf, Storage Units - 23,000 sf. It is not common practice to offer tax increment funds to a project of this scale and use type, however, the immediate benefits of improved traffic safety and circulation could be enjoyed by the surrounding residents. The improvements may alleviate concerns expressed by them recently in

conjunction with the proposed 'Brigg's' mixed use project. If the incentive is desired, staff recommends making the funds contingent upon the developer granting public access across the properties both to the east and to the west legalizing the improved traffic circulation described above. Also, staff recommends putting a required time limit to when the improvements will be made and a time limitation on when the project's buildings are required to be built. After the building is built, there may be additional opportunities to incentivize specific employers to locate into the building.

The memo concluded the goal of the discussion is to determine whether to offer an incentive for the project and if yes, decide if what has been described is the preferred incentive structure. If yes, the item could be acted on during a future RDA board meeting.

CED Director Steele reviewed his staff memo. Council discussion centered on the specifics of the development proposal; Mr. Steele stated that the initial proposal was to construct a car lot, but that is no longer being considered by the applicant. The Council indicated they want to include a performance clause in the incentive agreement to ensure that the applicant does not accept the incentive to improve his property and make it more valuable only to sell it for a profit. Mayor Gailey invited input from the applicant. Mark Thayne stated that with recent changes to land use ordinances as well as the long-range vision for the City, there are new development opportunities for the property. He is hesitant to make a commitment regarding the timing of the project because of the uncertainty of the market due to COVID-19. Ed Gertge added that he can see the benefit of completing certain improvements at this time to prepare the area for future development opportunities. Mayor Gailey polled the Council regarding whether to proceed with scheduling formal action on the requested incentive during a special RDA meeting to be scheduled for October 13. The Council offered their support for moving forward, with Councilmember Maughan noting that he would like more detailed information about timelines for the project and, specifically, the installation of infrastructure.

**Planning item: Potential Redevelopment Agency (RDA) incentive option for mixed-use office building.**

A staff memo from the Community and Economic Development (CED) Department explained a three-story office building of approximately 45,000 square feet is proposed in conjunction with the 'Dahl Mixed Use'. As recently reported, the real estate market for office has become unpredictable in recent months due to COVID-19 changing the office landscape. The developer has expressed concern over the risk involved with constructing a speculative office building without pre-leasing the building first. In fact, he has explained that lenders will currently not loan for buildings without a certain amount of pre-leasing to prospective tenants. Since the project is within a CDA area that is managed by the City Redevelopment agency (RDA) board, there is a possibility to provide a property tax rebate as an incentive after constructing the building. This incentive would not come from city capital funds but rather diverting property taxes that will be generated once the building is created back to the developer. Looking at the proposed office building and assuming a 9.9 million valuation, we can project the amount that could be rebated back to the developer if the board chooses. The property tax rate is .012474. The RDA only gets 60% of that. So that will generate roughly $74,000 per year to the agency in property taxes. Then some of that gets taken in management fees/annual reporting costs etc. A common percentage that has been used in other incentive deals recently is offering 75% of the increment received from just this building to the agency. So, 75% of the 60% of what the building generates if that makes sense. That comes out to be approximately $55,571 per year. If we extrapolated that out until the project expires in 20 years, that would be projected to return above $1,000,000. That should help with getting lending and expediting the project. The incentive agreement wouldn't promise an amount, it is all a percentage based off the assessed value and after we get the money year end, we would distribute it back out to the developer. Also, in the future, as a separate incentive deal directly with a specific company, the RDA board could consider incentivize up front money for TI or some other incentive such as rent reduction etc. The purpose of the CDA is to create jobs and having a large office building would definitely fit the bill. Currently there is considerable risk in building an office building of this size. The city's draft economic development strategy reports that vacancy rates for office are projected to go up, and lease rates to go down. The report also says that in Davis County between the one-year period of Q1 2019 to Q1 2020 there was only 60,600 sf class A and B office absorbed. A 45,000 sf building would represent close to what the entire county could occupy in a year. Also, there are many new projects in other communities in the works adding competition to the mix. Davis county is forecasted to not see a

stability in the office market until 2023 or beyond. A projected payment of $55,571 per year and average rental rates for class A office in Davis County is about $26.96 per year. With this assumption, the incentive would be equivalent to pre-leasing about 2,061 sf of the building at a 20-year lease. This is equal to less than 5% of the building pre-leased which is in reality not a large amount in the grand scheme of things. If more incentive is desired to be offered, the value from the rest of the apartments could be factored into the incentive. Assuming the apartments, which are taxed at only 55% assessed value, are valued at $15,000,000 bring in approximately another $56,000 per year to the RDA and 75% of that is $42,000, that brings the percent of the building leased closer to 8%. Also, more than 75% of the 60% could be offered or we could factor a lower lease rate that would equate to a higher percentage of the building. Regardless, it is unknown what the magic number needed by the bank to loan on the project is needed but this incentive should 'grease the wheels' and show city support of our goals to create daytime population and employment opportunities for our residents.

The memo concluded the goal of the discussion is to determine whether to offer an incentive for the project and if yes, decide if the 75% of the 60% post performance rebate over 20 years is the preferred incentive structure. If yes, the item could be acted on during a future special RDA board meeting.

CED Director Steele reviewed the staff memo. Council discussion centered on the timing of an RDA incentive agreement and whether the City should wait to consider this agreement until after zoning has been approved for the subject property and development project parameters are defined. The Council indicated they would hypothetically be in favor of this type of incentive if the project for which the incentive is being considered is ultimately given final approval. Mr. Steele stated the incentive agreement could stipulate such.

## Discuss proposed amendments 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:

- 1.090 & throughout the policy manual – changes from Human Resource Specialist to Human Resource Manager (some areas still say Human Resource Specialist because it relates to that position rather than the Manager position)
- 3.010 – added evaluations to says that the city shall not discriminate while doing evaluations
- 3.080 – added that nonpublic safety can hire from a previous applicant pool within 6 months, public safety can within 1 year
- 3.110 – added that a veteran's spouse or window may get preference points and defined eligible spouse
- 5.050 – added that a FT employee may choose to forego merit increase and get 25 hours of vacation
- 8.050 – removed the words "from duty" since the sentence means the same thing even with removal
- 8.080 – Added that the City pays out unused accrued holiday leave for police and fire employees at termination (we already do this but it wasn't in policy)
- 8.090 (g) (3), (4), (h) & (m) – Took out forms as an appendix, the forms expire every few years and the forms have to be updated in the policy manual. The employees also cannot utilize the forms from the policy manual, because the HR Manager needs to fill them out and then give them to the employee to have the doctor fill out the rest. Added that the forms can be obtain from the HR Manager.
- 8.100 – added an employee on military leave must notify HR to be reinstated when leave ends
- 8.110 – added that employee on jury duty will be paid for regular scheduled hours and is required to turn over check to city
- 13.100 (C) (1) – added positions that were missing from the random non-dot drug screen list
- 14.130 (a) – added positions that were missing from the random DOT drug screen list

- 16.050 (e) – fixed a typo for the work employees
- 16.050 (i) – added that employees shall report hazardous and dangerous conditions
- 16.100 – Added a Fire Safety and Evacuation Plan.
- 19.030 – Added the process of approval for an emergency preparedness item that is not on the pre-approved list, must be approved by the city manager
- 20.110 (b) – Added Fire Marshal to the list of employees who are allowed to have a take home vehicle.
- 20.120 – Added Fire Marshal to list of employees that are exempt for the IRS take home vehicle guidelines
- 23.020 – changed when employees are expected to be evaluated to match what we are doing. Added that crossing guards and rec. assistants aren't evaluated on an annual basis.
- 23.030 – added that evaluators may get input from other supervisors who may indirectly supervise their employee and that they may be reviewed by the next level supervisor or department head.

City Manager Bovero reviewed the staff memo. The Council offered their support for the amendments and Mayor Gailey directed staff to include an item on the consent calendar for the October 13 business meeting to allow for final approval.

## Review Flash-Vote survey results regarding high-speed internet fiber 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. The survey was conducted on August 24th – 26th and received participation from 590 residents, representing a 64%

response rate. Based on the sample size of this survey, it is calculated to have a 4% margin of error with a 95% confidence level. The survey also produced 325 written comments from the community. The goals of the survey were as follows:

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

Mayor Bovero reviewed his staff memo and referred to the following link for a detailed summary of the survey results: https://www.flashvote.com/syracuse-ut/surveys/internet-service-08-20.

Council discussion of the survey results centered on the amount of survey respondents that are located outside Syracuse City; the competence level of the survey results; and the distribution of survey results among the four quadrants that have been created for the purpose of conducting the surveys. Mr. Bovero asked the Council if they are prepared to make decisions based upon the survey results; he asked if the Council wants to pursue a partnership with an internet fiber company. Councilmember Savage stated that with 70 percent of the respondents indicating support for a partnership and 50 percent of the respondents indicating they would sign up for the service as soon as possible, he thinks the City should move forward with the partnership. Councilmember Bolduc stated that before proceeding, she would like to understand when the service will be available to residents. Councilmember Savage stated the City could publish a request for qualifications (RFQ) to gauge the ability of different vendors to provide service to the City in a timely manner. Councilmember Maughan stated that Councilmember Bolduc raises an important issue; many fiber companies begin work in the area of a city that has easiest access to existing infrastructure. The further from that infrastructure a resident lives, the more demand for fiber service because the fewer options they currently have, but those residents will not have access to a fiber option in a very timely manner. Councilmember Savage agreed, but noted that there are significant road projects planned for the next few years and if the City has a partnership with a fiber provider, they could install their fiber all the way down to 3000 West on Antelope Drive in the next year. Mr. Bovero stated there are definitely more than one fiber providers; however, Layton, Clinton, and

West Point are in the process of moving forward with UTOPIA, meaning there will be three points of entry into Syracuse. Councilmember Maughan stressed that he is simply concerned that those that have expressed the strongest desire for the service live in areas of the City that will be the last to have access to fiber. They may be upset at the City as a result. Discussion then centered on the levels of participation the City would need in order to secure a partnership with a fiber company; Mr. Bovero indicated those are issues that could be addressed via an RFQ as suggested by Councilmember Savage.

Councilmember Maughan asked if CARES Act funding could be used to cover some of the costs associated with fiber installation given that many residents are working from home due to COVID-19 and there is a greater demand for reliable internet service. Mr. Bovero stated that Administration has been looking into whether that is allowed and he feels that it may be difficult to make the argument for the use of CARES funding because there are no areas of the City that have zero access to internet options. However, he will continue to look into the issue and report back on any changes or new developments.

Councilmember Savage noted that he feels that fiber is a selling point in regard to attracting new businesses to the community; certain businesses need reliable and stable internet options so this project could be an economic driver.

Mayor Gailey asked the Council to provide Mr. Bovero with direction. The Council indicated they would like to get more data regarding the options available for pursuing a fiber partnership. Mr. Bovero stated that he will be in contact with fiber companies that can provide more information for the Council to consider. He will report back soon, possibly at the next work session meeting.

## Discuss proposed amendments to the Syracuse City Code Section 10-30-060(F) pertaining to sump pump discharge.

A staff memo from the Public Works Director explained City Code regulates the location where sump pumps may discharge subsurface water from individual properties. Sewer treatment plants prohibit sump pump discharge to enter the

sewer main because it overburdens the plant with a larger volume of water to treat. Presently the City Code prohibits discharge within five feet of a neighbor's property and prohibits discharge into the street or park-strip. Meaning the discharge may only occur inside the property that it is being pumped from. Subdivisions being served with a land drain can utilize the infrastructure in place, which allows the subsurface water to gravity flow through the land drain system and discharge into the storm drain. Some areas of the City that are not served with land drain (and a few isolated areas that are served with land drain) have sump pumps in operation to protect their homes from flooding. The memo discussed challenges; the native clay soils throughout the city allow for a small amount of percolation at a very slow rate, which does not keep up with the flow rate of the pumped water. This creates a water ponding effect on the ground surface, which eventually can flow over the sidewalk and into the gutter. Frequent flows have a potential of generating algae on the sidewalk in the summer or ice in the winter. This slippery situation is an unsafe condition to the public. If the water remains on the property and does not flow toward the gutter, then the pumped water percolates down to the sump pump and gets pumped again, which increases the demand upon sump pumps and does not remedy the situation of protecting a home from flooding. The goals of the discussion are to consider a solution to allow a location where sump pumps can discharge that will satisfy the concerns of safety, flooding, recirculating the flow, and illicit connections to the sewer. City code 10-30-060(F) is included with some draft changes to consider. Staff is simply seeking direction from the Council at this time.

Public Works Director Whiteley reviewed the staff memo. Councilmember Maughan indicated this is also an issue for the North Davis Sewer District; some residents dump excessive amounts of water into the sewer system and that increases processing costs incurred by the District. Mr. Whitely agreed; this ordinance amendment would provide for the water to be diverted to the storm drain system, which is not routed to the sewer treatment plant. The Council discussed the proposed ordinance amendments and concluded they support proceeding with the proposed action. Mr. Steele indicated that this is an issue that would need to be referred to the Planning Commission for a formal recommendation. He could include it on the October 6 agenda for a public hearing in order for the Council to receive the recommendation during their October 13 meeting.

## Proposed Use of CARES Act Funding for Day Care Assistance through the Davis Education Foundation.

City Recorder Brown indicated this item was added to the agenda at the request of Councilmember Bolduc; however, she included the incorrect language on the agenda as the CARES act funding was being sought by another entity the Davis Mosquito Abatement District. Mayor Gailey indicated that since the Council can not discuss the request this evening due to the noticing error, he will include a discussion and action item on the October 13 agenda to address the matter.

## Discussion of future agenda items/Council announcements.

The Council discussed and reported on upcoming community events and issues that have been raised in the community via social media outlets or electronic communication methods.

The meeting adjourned at 9:58 p.m.

_____ _____

Mike Gailey
Mayor

Cassie Z. Brown, MMC
City Recorder

Date approved: _____

# COUNCIL AGENDA
October 13, 2020

Agenda Item **"4a"** Authorization of Payback Agreement related to installation of infrastructure improvements by the Fields subdivision

## *Factual Summation*

- Any question regarding this agenda item may be directed at Paul Roberts
- Please see attached Resolution authorizing the execution and recording of a payback agreement
- City code permits the City to enter into payback agreements to help developers recoup the cost of infrastructure that will benefit other abutting developments. SMC §8.10.140. These are also referred to as pioneering agreements. It is an equitable arrangement so that one property owner does not bear a tremendous burden, while another receives a windfall.
- Our City Engineer has attributed percentages of benefit for abutting owners from the infrastructure. The total cost of the infrastructure is calculated, and percentages are then applied.
- The Agreement is recorded against the abutting property owners and is valid for ten years. If development occurs more than ten years later, then the original developer is not provided any compensation.
- The City is not liable for unpaid amounts and this will not cost the City anything.

## *Action Items*

The following items outline the actions to be taken:

1. Whether to approve the resolution authorizing the execution of the payback agreement related to the Fields Development.

# RESOLUTION NO. R20-___

**A RESOLUTION OF THE SYRACUSE CITY COUNCIL ESTABLISHING A PAYBACK AGREEMENT FOR COSTS RELATED TO THE INSTALLATION OF CITY INFRASTRUCTURE RELATED TO WATER, SANITARY SEWER, STORM WATER, AND RIGHT-OF-WAY IMPROVEMENTS; SETTING THE COLLECIBLE COSTS; ESTABLISHING THE TEN (10) YEAR PAYBACK PERIOD; AND DESIGNATING THE CITY TO COLLECT SUCH COSTS FOR REIMBURSEMENT TO THE DEVELOPER.**

**WHEREAS,** the Developer of the Fields Development will be installing infrastructure that will be utilized by both their development and future development on adjacent parcels; and

**WHEREAS,** Section 8.10.140 of the Syracuse Municipal Code permits the City Council to authorize the recordation of a payback agreement for those adjacent, served properties for a period of ten (10) years from the agreement's approval; and

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

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

**Section 1. Approval.** The Mayor is hereby authorized to execute the Payback Agreement related to improvements installed by CW Land Co, LLC abutting the Fields Subdivision, Syracuse, Utah, attached as "Exhibit A".

**Section 2. Severability.** If any section, part, 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.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS ____ DAY OF _____, 2020.**

**SYRACUSE CITY**

ATTEST:

_____ By:_____

Cassie Z. Brown, MMC
City Recorder

Mike Gailey
Mayor

Voting by the City Council:

| | "AYE" | "NAY" |
|---|---|---|
| Councilmember Bingham | ____ | _____ |
| Councilmember Bolduc | ____ | _____ |
| Councilmember Maughan | ____ | _____ |
| Councilmember Savage | ____ | _____ |
| Councilmember Teague | ____ | _____ |

# EXHIBIT "A"

# PAYBACK AGREEMENT
# WATER, SANITARY SEWER, STORM DRAIN AND RIGHT-OF-WAY IMPROVEMENTS INSTALLED BY CW LAND CO, LLC ABUTTING THE FIELDS SUBDIVISION, SYRACUSE, UTAH

This Agreement made and entered into this_____ day of September, 2020, by and between the City of Syracuse, a municipal corporation of Utah, hereinafter referred to the "CITY" and CW Land Co, LLC, whose address is 1222 Legacy Crossing Blvd #6, Centerville, UT 84014, hereinafter referred to as the "DEVELOPER."

**WHEREAS**, pursuant to Syracuse City Municipal Code Title VIII, Section 8.10.140, the CITY has by Resolution No. _____ adopted by the City Council of the CITY on the ____ day of , 2020, approved the execution of this Payback Agreement with the DEVELOPER above and referring to facilities described herein; and

**WHEREAS**, the above-described DEVELOPER has offered to install upsized improvements to the 3200 South and 2400 West Right of Ways and vicinity, including: asphalt, curb, gutter and sidewalk; culinary and secondary water lines; sanitary sewer and storm drain lines improvements, as part of the utility systems of the CITY;

**WHEREAS**, the above-described improvements benefits another land owner who would or should in equity normally pay a portion of the improvements;

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

I. DEVELOPER

The above-described DEVELOPER is the record OWNER of real property legally described as shown on Exhibit B submitted by the DEVELOPER and attached hereto. The real property described is also known as the Plat of (The Fields Subdivision), Davis County, Utah.

Map showing said property is attached hereto as Exhibit C.

II. FACILITIES

The facilities which have been constructed by the DEVELOPER herein are as shown in the attached Exhibit A, Improvement Plans, incorporated herein by these references. The facilities have been constructed in accordance with the ordinances and requirements of the CITY governing the construction specifications for facilities of such type and have been approved by the City Engineer.

III. AREA OF FACILITY SERVICE BENEFIT

The properties benefited by the facilities constructed by the DEVELOPER are shown on Exhibits B & C which are by this reference incorporated herein as if fully set forth herein. Any owner of real estate legally described within the benefit boundary as shown on the attached Exhibits B & C, shall pay as a condition for connecting to the facilities, an amount as identified in Section V. All property within the benefit boundary shall be subject to the connection fee as provided in this agreement as a condition of issuance of the connection permit by the CITY.

## IV. TERMS

For a period of ten (10) years from the date that the City formally accepts the developer's utility extension, any owner (latecomer) of real estate legally described in Section III, and which owner has not fully contributed their pro rata share to the original cost of the above-described facility, shall pay to the CITY the amounts shown in Exhibit D attached hereto. The charge herein represents the fair pro rata share of the cost of construction of said facilities payable by properties benefited. Such properties are shown in Exhibits B and C. Payment of the latecomers pro rata share is a condition of issuance of the connection permit by the CITY.

The CITY shall reimburse the DEVELOPER at six (6) month intervals any such amounts collected.

Upon the expiration of the 10-year term, after the_____Day of October 2030, any moneys collected by the CITY will not be reimbursed to the DEVELOPER.

## V. AMOUNT OF REIMBURSEMENT

The DEVELOPER, his successors, heirs and assigns, agrees that the amounts which the DEVELOPER is reimbursed from the property owners as specified in Section III of this Agreement, represents a fair pro rata share reimbursement for the DEVELOPER'S construction of the facilities described in Section II of this Agreement. The amounts per parcel are separately itemized as shown in Exhibit D attached hereto, and totaling to not more than $_____ in full amount.

Prior to recordation by the DEVELOPER as described in Section X, the CITY, shall mail to the property owners, as reflected in the records of the Davis County Assessor's Office, as specified in Section III, notification of the allocation of costs to be levied against the properties which are payable prior to connection to the systems. The property owner shall have the right to a review of the costs with the Director of Public Works within 21 days from the date of said notice for the purpose of requesting an adjustment in the allocation of the charge to the property.

If the Director of Public Works, upon requested review by a notified property owner(s), does find cause for adjustment in the allocation of the charge to the benefited property(s), such adjustment will be made and the DEVELOPER will be notified of the adjusted amount(s) prior to recordation. The resulting adjusted Exhibits C and D shall govern reimbursement amounts to be received by the DEVELOPER.

## VI. EFFECT OF AGREEMENT

The provisions of this Agreement shall not be effective as to any owner of real estate not a party hereto unless this Agreement has been recorded in the office of the County Recorder of Davis County in which

the real estate is located prior to the time such owner receives a permit to tap into or connect to said facilities.

If for any reason, the CITY fails to secure a latecomer payment for Owner's fair pro rata share of the cost of the facilities, before connection to the extension, the CITY is not liable for payment to the DEVELOPER.

The entire responsibility for notices, recordation and completion of this Agreement is upon the DEVELOPER, who agrees to do all and to hold the CITY harmless.

## VII. OWNERSHIP OF FACILITY

The DEVELOPER has constructed the facilities described in Section II of this Agreement, which facilities have been accepted by the CITY as satisfactory. The facilities have become a part of the municipal system of the CITY. All maintenance and operation costs of said facility shall be borne by the CITY, except as noted otherwise.

## VIII. UNAUTHORIZED CONNECTION

Whenever any connection is made into the facilities described in Exhibit A under this Agreement which is not authorized by the CITY, the CITY shall have the absolute authority to remove or cause to be removed such unauthorized connections and all connecting lines or pipes located in the facility's right-of-way.

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

## IX. CURRENT ADDRESS & TELEPHONE NUMBER

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

## X. COVENANT RUNNING WITH THE LAND

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

## XI. HOLD HARMLESS

The DEVELOPER will indemnify and save the CITY and the CITY'S officials and agents harmless from all claims and costs of defense, arising out of this agreement, as a result of DEVELOPER actions,

misconduct or breach of contract, including but not limited to attorney's fees, expert witness fees, and the cost of the services of engineering and other personnel who's time is reasonably devoted to the preparation and attendance of depositions, hearings, arbitration proceedings, settlement conferences and trials growing out of the demands and/or actions of property owners incurred in the performance or completion of this Agreement.

XI. CONSTITUTIONALITY OR INVALIDITY

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

CITY OF SYRACUSE

_____
Mayor, Michael Gailey

ATTEST:

_____
City Recorder

APPROVED AS TO FORM:

_____
City Attorney

DEVELOPER:

_____
Signature

Title: _____

_____
Signature

Title: _____

STATE OF UTAH )
) ss
COUNTY OF _____ )

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

GIVEN under my hand and official seal this day _____of _____, 20__.

_____
NAME

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

_____

STATE OF UTAH )
) ss.
COUNTY OF _____ )

ON THIS _____day of _____, 20__ , before me, personally appeared and , to me known to be the _____and of the Developer the party(ies) who executed - the corporation/company that executed the within and foregoing instrument, and acknowledged said instrument to be his/her/their the free and voluntary act and deed of said corporation/company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

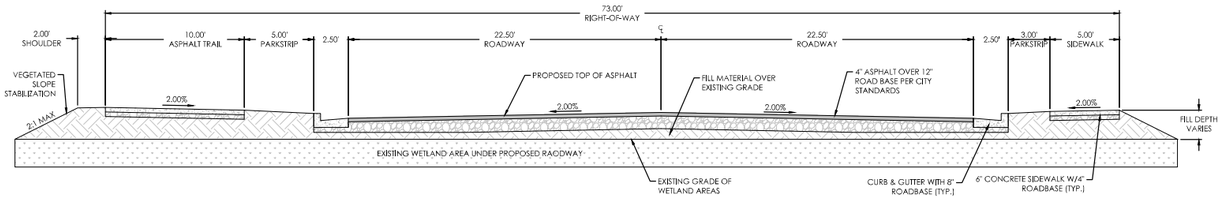
GIVEN under my hand and official seal this ____ day of_____ , 20___ .

_____
NAME

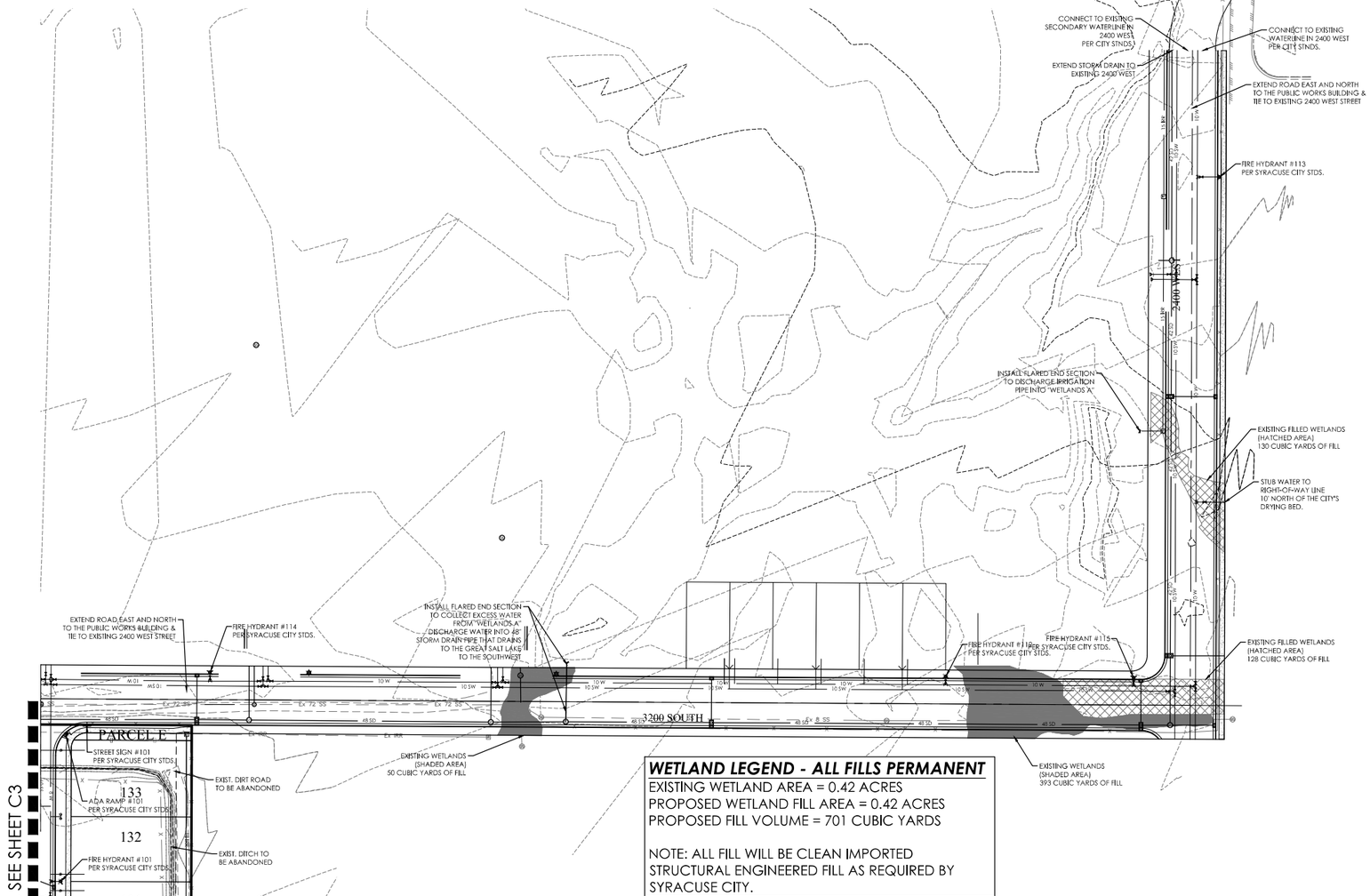
NOTARY PUBLIC in and for the State of Utah, residing
at

_____
My Commission Expires: _____

EXHIBIT A – IMPROVEMENT PLANS



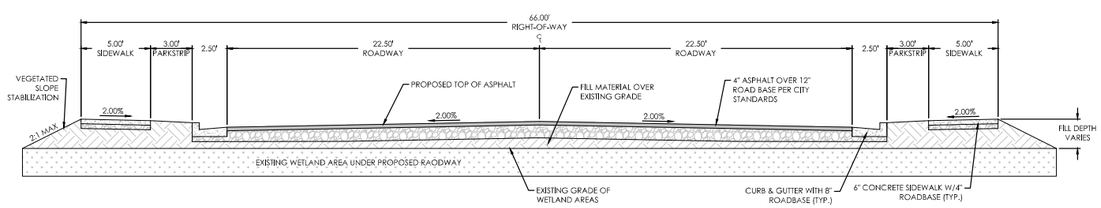

75' FUTURE COLLECTOR (2400 WEST)
N.T.S.




**WETLAND LEGEND - ALL FILLS PERMANENT**

EXISTING WETLAND AREA = 0.42 ACRES
PROPOSED WETLAND FILL AREA = 0.42 ACRES
PROPOSED FILL VOLUME = 701 CUBIC YARDS

NOTE: ALL FILL WILL BE CLEAN IMPORTED STRUCTURAL ENGINEERED FILL AS REQUIRED BY SYRACUSE CITY.




66' FUTURE COLLECTOR (3200 SOUTH)
N.T.S.

LEGEND

| | |
|---|---|
| | BOUNDARY |
| | ROW |
| | CENTERLINE |
| | LOT LINE |
| | EASEMENT |
| 15"SD | 15" STORM DRAIN |
| 8"SS | 8" SANITARY SEWER |
| 8"W | 8" CULINARY WATER |
| 8"SW | 8" SECONDARY WATER |
| XXXX | CONTOUR MAJOR |
| XXXX | CONTOUR MINOR |
| Ex SD | EXIST. STORM DRAIN |
| Ex SS | EXIST. SANITARY SEWER |
| Ex W | EXIST. CULINARY WATER |
| X X | EXIST. FENCE |
| (XXXX) | EXIST. CONTOUR MAJOR |
| (XXXX) | EXIST. CONTOUR MINOR |
| | SIGN |
| | STREET LIGHT |
| SD | SD MH, INLET, AND COMBO |
| | SEWER MANHOLE |
| | VALVE, TEE & BEND |
| | WATER BLOW-OFF |
| | FIRE HYDRANT |
| | STREET MONUMENT (TO BE SET) |
| | EXIST. STREET MONUMENT |
| SD | EXIST. SD INLET & MH |
| | EXIST. SEWER MH |
| | EXIST. VALVE, TEE, & BEND |
| | EXIST. FIRE HYDRANT |
| o XXXX.XX | SPOT ELEVATION |

***NOTES***

1. EXISTING DITCHES TO THE EAST SHALL BE REALIGNED OR PIPED TO PREVENT FLOODING OUT THE SUBDIVISION.
2. ALL EXISTING IRRIGATION TURNOUTS SERVING THE PROPERTY SHALL BE ABANDONED.
3. ROAD CROSS SECTIONS WILL BE DETERMINED BY THE GOETECHNICAL REPORT AND APPROVED BY THE CITY ENGINEER.
4. NORTH DAVIS SEWER DISTRICT SHALL APPROVE ALL CONNECTIONS AND STANDARDS CONNECTING TO THEIR MAIN.
5. THE LAYTON CANAL COMPANY SHALL APPROVE IMPROVEMENTS AROUND THEIR PIPE AND THE SIZE AND LOCATION OF ANY EASEMENTS.
6. ALL TRAILS IN THIS DEVELOPMENT WILL BE LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY.
7. PARCEL A TO BE IRRIGATED FOR AGRICULTURAL PURPOSES THROUGH PIPE ON EAST SIDE OF PROPERTY.
8. NO COMMUNITY FENCING IS REQUIRED AND NONE WILL BE INSTALLED OTHER THAN ALONG THE SOUTH SIDE OF STREET G.
9. TRAIL TO BE BUILT WITH ADJACENT SUBDIVISION.

N
S

GRAPHIC SCALE
60 0 30 60 120 240
( IN FEET )
1 inch = 60 ft.

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

LICENSED PROFESSIONAL ENGINEER
No. 9028350-2202
THOMAS M. ROMNEY
STATE OF UTAH
9/11/20

# THE FIELDS
SYRACUSE, UTAH
Site Plan

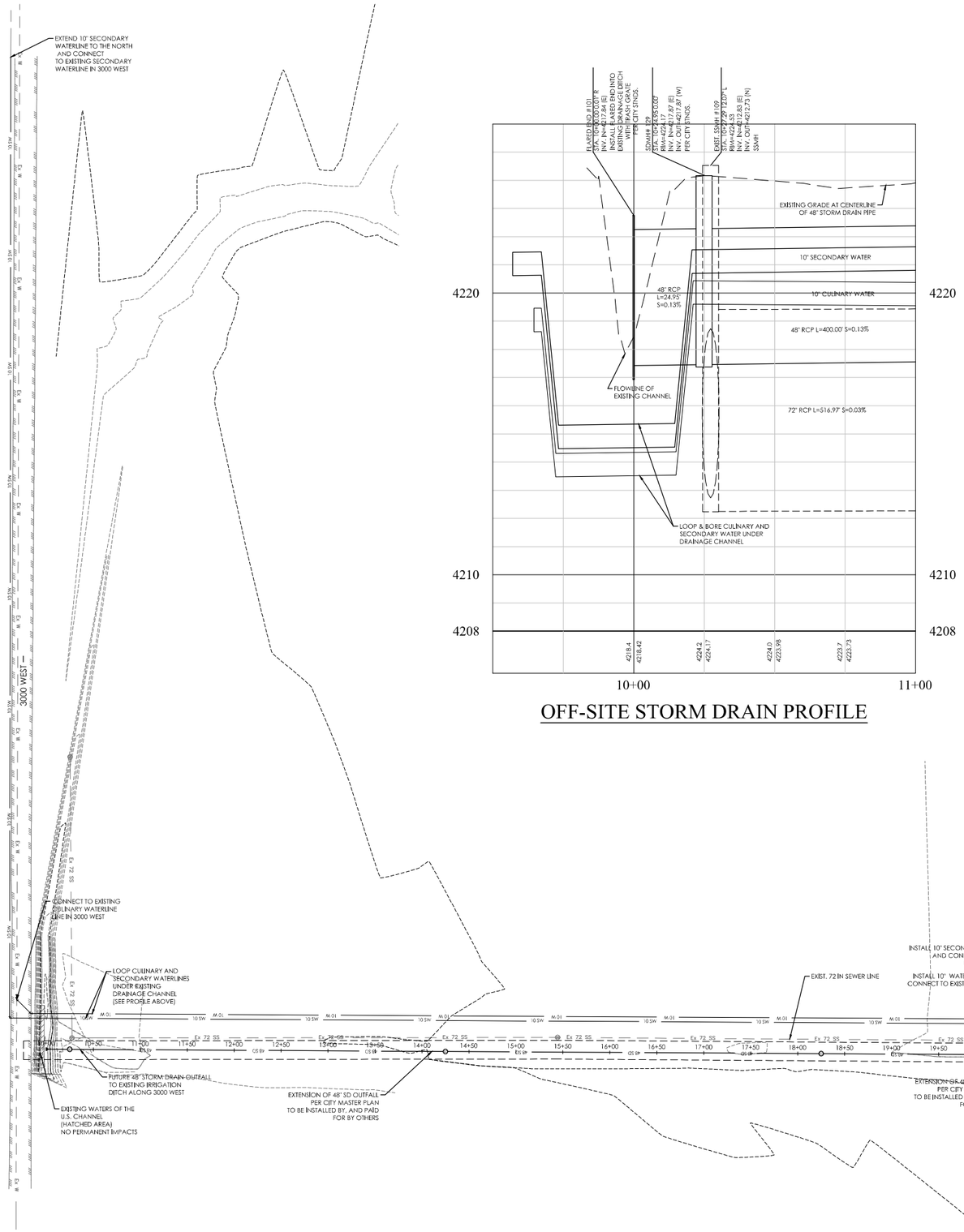
| REVISION BLOCK | | |
|---|---|---|
| # | DATE | DESCRIPTION |
| 1 | ---- | ---- |
| 2 | ---- | ---- |
| 3 | ---- | ---- |
| 4 | ---- | ---- |
| 5 | ---- | ---- |
| 6 | ---- | ---- |

SITE PLAN

| | | | |
|---|---|---|---|
| Scale: | 1"=60' | Drawn: | BP |
| Date: | 09/01/20 | Job #: | 17-317 |
| Sheet: | C3.3 | | |

Know what's below. Call 811 before you dig.

P:\2017\17-317 cook property\design\17-317-dsng\sheets\170319 Sheet set\17-317 Site Plan C3.3.dwg







OFF-SITE STORM DRAIN PROFILE

LEGEND

| | |
|---|---|
| | BOUNDARY |
| | ROW |
| | CENTERLINE |
| | LOT LINE |
| | EASEMENT |
| 15 SD | 15" STORM DRAIN |
| 8 SS | 8" SANITARY SEWER |
| 8 W | 8" CULINARY WATER |
| 8 SW | 8" SECONDARY WATER |
| XXXX | CONTOUR MAJOR |
| XXXX | CONTOUR MINOR |
| Ex SD | EXIST. STORM DRAIN |
| Ex SS | EXIST. SANITARY SEWER |
| Ex W | EXIST. CULINARY WATER |
| X | EXIST. FENCE |
| (XXXX) | EXIST. CONTOUR MAJOR |
| (XXXX) | EXIST. CONTOUR MINOR |
| | SIGN |
| | STREET LIGHT |
| SD | SD MH, INLET, AND COMBO |
| | SEWER MANHOLE |
| | VALVE, TEE & BEND |
| | WATER BLOW-OFF |
| | FIRE HYDRANT |
| | STREET MONUMENT (TO BE SET) |
| | EXIST. STREET MONUMENT |
| SD | EXIST. SD INLET & MH |
| | EXIST. SEWER MH |
| | EXIST. VALVE, TEE, & BEND |
| | EXIST. FIRE HYDRANT |
| XXXX.XX | SPOT ELEVATION |

***NOTES***

1. EXISTING DITCHES TO THE EAST SHALL BE REALIGNED OR PIPED TO PREVENT FLOODING OUT THE SUBDIVISION.
2. ALL EXISTING IRRIGATION TURNOUTS SERVING THE PROPERTY SHALL BE ABANDONED.
3. ROAD CROSS SECTIONS WILL BE DETERMINED BY THE GOETECHNICAL REPORT AND APPROVED BY THE CITY ENGINEER.
4. NORTH DAVIS SEWER DISTRICT SHALL APPROVE ALL CONNECTIONS AND STANDARDS CONNECTING TO THEIR MAIN.
5. THE LAYTON CANAL COMPANY SHALL APPROVE IMPROVEMENTS AROUND THEIR PIPE AND THE SIZE AND LOCATION OF ANY EASEMENTS.
6. ALL TRAILS IN THIS DEVELOPMENT WILL BE LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY.
7. PARCEL A TO BE IRRIGATED FOR AGRICULTURAL PURPOSES THROUGH PIPE ON EAST SIDE OF PROPERTY.
8. NO COMMUNITY FENCING IS REQUIRED AND NONE WILL BE INSTALLED OTHER THAN ALONG THE SOUTH SIDE OF STREET G.
9. TRAIL TO BE BUILT WITH ADJACENT SUBDIVISION.

N

S

GRAPHIC SCALE

40 0 20 40 80 120 240

( IN FEET )
1 inch = 60 ft.

Know what's below. Call 811 before you dig.

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ENGINEERING AND SURVEYING, LLC
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MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

LICENSED PROFESSIONAL ENGINEER
No. 9028850-2202
THOMAS M. ROMNEY
9/14/20
STATE OF UTAH

# THE FIELDS
SYRACUSE, UTAH
Site Plan

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

SITE PLAN

| | | | |
|---|---|---|---|
| Scale: | 1"=60' | Drawn: | BP |
| Date: | 09/01/20 | Job #: | 17-317 |
| Sheet: | C3.4 | | |

A:\2017\17-317 Forest property design 17-317\dwg\sheets\170319 Sheet set\17-317 Site Plan C3.4.dwg

EXHIBIT B – LEGAL DESCRIPTIONS

**LEGAL DESCRIPTIONS**
**PREPARED FOR**
***CW LAND CO.***
**SYRACUSE CITY, UTAH**
(September 21, 2020)
17-344

**CHURCH PARCEL NORTH OF CENTER OF OFF-SITE UTILITIES (BENEFITED AREA C)**

A portion of that Real Property described in Deed Book 6787 Page 1040 of the Official Records of Davis County, located in the NW1/4 of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Syracuse City, Utah, more particularly described as follows:

Beginning at a point on the Westerly line of that Real Property described in Deed Entry No. 3280589 of the Official Records of Davis County, located N89°48'25"W along the Section line 617.03 feet and North 2,658.33 feet from the South 1/4 Corner of Section 21, T4N, R2W, SLB&M (Basis of Bearing: N89°48’25”W along the Section Line between the Southeast Corner and the South 1/4 Corner of said Section 21); thence N89°40'13"W 2,028.21 feet to the Easterly line of 3000 West Street; thence N00°11'23"E along said street 635.31 feet; thence S89°40'13"E 2,010.02 feet to a point on the Westerly line of said Real Property described in Deed Entry No. 3280589 of the Official Records of Davis County; thence along said deed the following eight (8) courses: 1) S00°13'13"W 129.99 feet; 2) S89°48'47"E 18.24 feet; 3) S00°11'13"W 230.05 feet; 4) S00°19'47"W 39.75 feet; 5) S89°40'13"E 10.10 feet; 6) S00°11'13"W 100.00 feet; 7) N89°48'47"W 10.00 feet; 8) S00°11'13"W 135.55 feet to the point of beginning.

Contains: 29.55 acres+/-

**CHURCH PARCEL SOUTH OF CENTER OF OFF-SITE UTILITIES (BENEFITED AREA D)**

A portion of that Real Property described in Deed Book 6787 Page 1040 of the Official Records of Davis County, located in the NW1/4 & SW1/4 of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Syracuse City, Utah, more particularly described as follows:

Beginning at a point on the Westerly line of that Real Property described in Deed Entry No. 3280589 of the Official Records of Davis County, located N89°48'25"W along the Section line 617.03 feet and North 2,658.33 feet from the South 1/4 Corner of Section 21, T4N, R2W, SLB&M (Basis of Bearing: N89°48’25”W along the Section Line between the Southeast Corner and the South 1/4 Corner of said Section 21); thence S00°11'13"W along said deed 24.50 feet to the 1/4 Section line; thence N89°40'13"W along the 1/4 Section line 701.25 feet to the Northwest Corner of THE FIELDS SUBDIVISION PHASE 1, according to the Official Plat thereof on file in the Office of the Davis County Recorder; thence S00°11'16"W along the West line of said plat and along the West line of THE FIELDS SUBDIVISION PHASE 2, according to the Official Plat thereof on file in the Office of the Davis County Recorder 2,153.43 feet to the Centerline of Gentile Street; thence N67°56'40"W along the centerline of said street 1,429.87 feet to the Section line; thence N00°11'20"E along the Section line 1,624.15 feet to the West 1/4 Corner of said Section 21; thence N00°11'23"E along the Section line 24.50 feet; thence S89°40'13"E 2,028.21 feet to the point of beginning.

Contains: 58.68 acres+/-

**SHORELINE WEST (BENEFITED AREA B)**

A parcel of land, situate in the North Half of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Syracuse City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point on the North-South Quarter Section line and the South line of Syracuse Meadows Subdivision Plat A, said point being South 00°11'16" West 396.00 feet along the quarter section line from the North Quarter Corner of said Section 21 and running thence along the South and East lines of Syracuse Meadows Subdivision Plat A the following four (4) courses and distances:

1) South 89°40'58" East 247.61 feet;
2) North 00°19'02" East 115.00 feet;

3) South 89°40'58" East 360.00 feet;
4) North 00°19'02" East 280.97 feet to the North line of said Section 21;

thence South 89°32'06" East 4.76 feet along said North line;

thence South 00°19'02" West 1,319.74 feet;

thence South 89°40'16" East 53.05 feet;

thence South 00°11'36" West 658.18 feet to the northerly line of that portion of 2400 West Street previously dedicated as part of The Fields Subdivision Phase 1 (Entry No. 3194802 in Book 7365, Page 1862);

thence along the northerly and westerly lines of 2400 West Street and 3200 South Streets the following five (5) courses and distances:

1) North 89°48'15" West 66.97 feet;
2) South 00°11'45" West 588.26 feet;
3) southwesterly 23.60 feet along the arc of a 15.00-foot radius non-tangent curve to the right (center bears North 89°48'35" West and the long chord bears South 45°15'46" West 21.24 feet with a central angle of 90°08'41");
4) North 89°40'13" West 1105.14 feet;
5) South 00°04'33" West 58.00 feet to the North line of the Fields Subdivision Phase 1;

thence North 89°40'13" West 102.02 feet along said North line of the Field Subdivision Phase 1 to the easterly limits of Syracuse City as annexed on 3/4/2019 (Entry No. 3148041 in Book 7219, Page 80-86);

thence along said Syracuse City limits the following eight (8) courses and distances:

1) North 00°11'13" East 160.02 feet;
2) South 89°48'47" East 10.00 feet;
3) North 00°11'13" East 100.00 feet;
4) North 89°40'13" West 10.10 feet;
5) North 00°19'47" East 39.75 feet;
6) North 00°11'13" East 230.05 feet;
7) North 89°48'47" West 18.24 feet;
8) North 00°13'13" East 130.00 feet;

thence North 89°40'20" West 435.61 feet;

thence North 00°19'02" East 241.90 feet;

thence Northwesterly 23.58 feet along the arc of a 14.95-foot radius non-tangent curve to the left (center bears North 89°29'34" West and the long chord bears North 44°40'58" West 21.21 feet with a central angle of 90°22'48");

thence North 00°19'28" East 60.00 feet;

thence Northeasterly 23.55 feet along the arc of a 14.98-foot radius non-tangent curve to the left (center bears North 00°21'33" East and the long chord bears North 45°19'22" East 21.20 feet with a central angle of 90°04'23");

thence North 00°19'02" East 318.54 feet;

thence Northerly 36.67 feet along the arc of a 120.00-foot radius non-tangent curve to the left (center bears North 89°40'58" West and the long chord bears North 08°26'12" West 36.53 feet with a central angle of 17°30'28");

thence Northerly 55.00 feet along the arc of a 180.00-foot radius non-tangent curve to the right (center bears North 72°48'34" East and the long chord bears North 08°26'12" West 54.79 feet with a central angle of 17°30'28");

thence North 00°19'02" East 55.00 feet;

thence northwesterly 23.68 feet along the arc of a 15.21-foot radius tangent curve to the left (center bears North 89°40'58" West and the long chord bears North 44°17'34" West 21.36 feet with a central angle of 89°13'13");

thence North 00°19'02" East 60.00 feet;

thence northeasterly 23.56 feet along the arc of a 15.00-foot radius non-tangent curve to the left (center bears North 00°19'02" East and the long chord bears North 45°19'02" East 21.21 feet with a central angle of 90°00'00");

thence North 00°19'02" East 117.00 feet to the South line of Syracuse Meadows Subdivision Plat 4;

thence South 89°40'58" East 687.90 feet along said South line of Syracuse Meadows Subdivision Plat 4 to and along the southerly line of Syracuse Meadows Subdivision Plat 3;

thence along the southerly and easterly lines of Syracuse Meadows Subdivision Plat 3 the following four (4) courses and distances:

1) North 73°57'58" East 107.76 feet;
2) North 211.39 feet;
3) North 42°16'31" West 65.83 feet;
4) North 00°19'05" East 290.18 feet to the South line of Syracuse Meadows Subdivision Plat A;

thence South 89°40'58" East 344.39 feet along the South line of Syracuse Meadows Subdivision Plat A to the Point of Beginning.

Contains: 3,066,137 square feet or 70.398 acres.

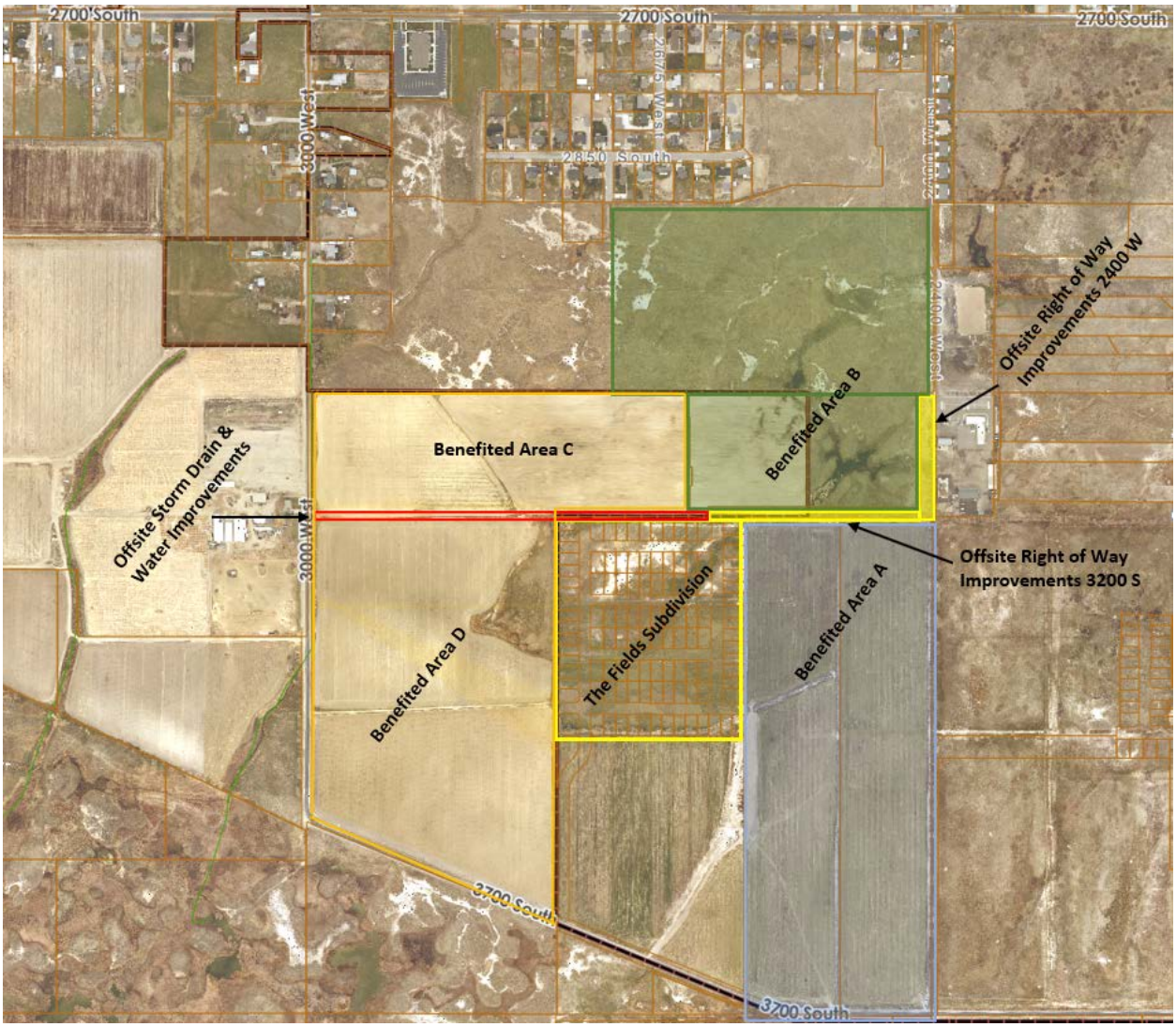
**GREEN, CAROLYN C – TRUSTEE (BENEFITED AREA A)**

Beginning at the Southeast Corner of the West One-half of the West One-half of the Southeast Quarter of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said point being North 89°48’19” West 1989.94 feet along the section line from the Southeast Corner of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running;
Thence North 89°48’19” West 663.37 feet along the section line to the South Quarter Corner of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian;
Thence North 89°48’19” West 331.76 feet along the section line to the Southwest Corner of the East One-half of the East One-half of the East One-half of the Southwest Quarter of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian;

Thence North 0°11’19” East 2632.93 feet along the west line to the Northwest Corner of the East One-half of the East One-half of the East One-half of the Southwest Quarter of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian;
Thence South 89°40’01” East 331.73 feet along the quarter section line to the Center of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian;
Thence South 89°40’01” East 663.49 feet along the quarter section line to the Northeast Corner of the West One-half of the West One-half of the Southeast Quarter of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian;
Thence South 0°11’25” West 2630.52 feet along the east line of the West One-half of the West One-half of the Southeast Quarter of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian to the point of beginning.

Contains 2,619,017 square feet, 60.124 acres.

EXHIBIT C – BENEFITTED AREAS



# EXHIBIT D - COST APPOIRTIONMENT & ESTIMATE

Payback Agreement Cost Breakdown For The Fields

| | | | | The Fields | | Area A | | Area B | | Area C | | Area D | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Total Cost Of Improvements | Syracuse Portion Of Improvement Costs | Remaining Cost Of Improvements | Percentage Benefited | Portion Of Cost | Percentage Benefited | Portion Of Cost | Percentage Benefited | Portion Of Cost | Percentage Benefited | Portion Of Cost | Percentage Benefited | Portion Of Cost |
| 2400 West Improvements | | | | | | | | | | | | | |
| Road Improvements | $141,226.59 | $25,380.16 | $115,846.43 | 0.50 | $57,923.22 | 0.00 | $0.00 | 0.50 | $57,923.22 | 0.00 | $0.00 | 0.00 | $0.00 |
| Storm Drain | $123,669.70 | $43,718.60 | $79,951.10 | 0.50 | $39,975.55 | 0.00 | $0.00 | 0.50 | $39,975.55 | 0.00 | $0.00 | 0.00 | $0.00 |
| Culinary Water | $41,897.00 | $6,984.00 | $34,913.00 | 0.50 | $17,456.50 | 0.00 | $0.00 | 0.50 | $17,456.50 | 0.00 | $0.00 | 0.00 | $0.00 |
| Secondary Water | $28,900.00 | $3,193.50 | $25,706.50 | 0.50 | $12,853.25 | 0.00 | $0.00 | 0.50 | $12,853.25 | 0.00 | $0.00 | 0.00 | $0.00 |
| 3200 South Improvements | | | | | | | | | | | | | |
| Road Improvements | $250,494.79 | $46,745.58 | $203,749.21 | 0.34 | $69,274.73 | 0.33 | $67,237.24 | 0.33 | $67,237.24 | 0.00 | $0.00 | 0.00 | $0.00 |
| Sewer | $81,049.10 | $0.00 | $81,049.10 | 0.00 | $0.00 | 0.00 | $0.00 | 1.00 | $81,049.10 | 0.00 | $0.00 | 0.00 | $0.00 |
| Storm Drain | $311,500.80 | $153,102.00 | $158,398.80 | 0.33 | $52,271.60 | 0.34 | $53,855.59 | 0.33 | $52,271.60 | 0.00 | $0.00 | 0.00 | $0.00 |
| Culinary Water | $97,661.00 | $8,732.00 | $88,929.00 | 0.33 | $29,346.57 | 0.33 | $29,346.57 | 0.34 | $30,235.86 | 0.00 | $0.00 | 0.00 | $0.00 |
| Secondary Water | $86,546.00 | $11,264.20 | $75,281.80 | 0.33 | $24,842.99 | 0.33 | $24,842.99 | 0.34 | $25,595.81 | 0.00 | $0.00 | 0.00 | $0.00 |
| Offsite SD & Waterline Cost | | | | | | | | | | | | | |
| Storm Drain | $193,061.50 | $102,552.50 | $90,509.00 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | $0.00 | 1.00 | $90,509.00 | 0.00 | $0.00 |
| Culinary Water | $54,296.60 | $4,289.20 | $50,007.40 | 0.34 | $17,002.52 | 0.00 | $0.00 | 0.00 | $0.00 | 0.33 | $16,502.44 | 0.33 | $16,502.44 |
| Secondary Water | $89,962.00 | $10,494.20 | $79,467.80 | 0.34 | $27,019.05 | 0.00 | $0.00 | 0.00 | $0.00 | 0.33 | $26,224.37 | 0.33 | $26,224.37 |
| Total | | | | | $347,965.98 | | $175,282.40 | | $384,598.13 | | $133,235.82 | | $42,726.82 |

# COUNCIL AGENDA

October 13, 2020

Agenda Item **4.b** Proposed Resolution R20-34 adopting comprehensive edits to the Personnel Policies and Procedures Manual.

***Factual Summation***

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

- 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:

    - 1.090 & throughout the policy manual – changes from Human Resource Specialist to Human Resource Manager (some areas still say Human Resource Specialist cause it relates to that position rather than the Manager position)
    - 3.010 – added evaluations to says that the city shall not discriminate while doing evaluations
    - 3.080 – added that non public safety can hire from a previous applicant pool within 6 months, public safety can within 1 year
    - 3.110 – added that a veteran's spouse or window may get preference points and defined eligible spouse
    - 5.050 – added that a FT employee may choose to forego merit increase and get 25 hours of vacation
    - 8.050 – removed the words "from duty" since the sentence means the same thing even with removal
    - 8.080 – Added that the City pays out unused accrued holiday leave for police and fire employees at termination (we already do this but it wasn't in policy)
    - 8.090 (g) (3), (4), (h) & (m) – Took out forms as an appendix, the forms expire every few years and the forms have to be updated in the policy manual. The employees also cannot utilize the forms from the policy manual, because the HR Manager needs to fill them out and then give them to the employee to have the doctor fill out the rest. Added that the forms can be obtain from the HR Manager.
    - 8.100 – added an employee on military leave must notify HR to be reinstated when leave ends
    - 8.110 – added that employee on jury duty will be paid for regular scheduled hours and is required to turn over check to city

- 13.100 (C) (1) – added positions that were missing from the random non-dot drug screen list
- 14.130 (a) – added positions that were missing from the random DOT drug screen list
- 16.050 (e) – fixed a typo for the work employees
- 16.050 (i) – added that employees shall report hazardous and dangerous conditions
- 16.100 – Added a Fire Safety and Evacuation Plan.
- 19.030 – Added the process of approval for an emergency preparedness item that is not on the pre-approved list, must be approved by the city manager
- 20.110 (b) – Added Fire Marshal to the list of employees who are allowed to have a take home vehicle.
- 20.120 – Added Fire Marshal to list of employees that are exempt for the IRS take home vehicle guidelines
- 23.020 – changed when employees are expected to be evaluated to match what we are doing. Added that crossing guards and rec. assistants aren't evaluated on an annual basis.
- 23.030 – added that evaluators may get input from other supervisors who may indirectly supervise their employee and that they may be reviewed by the next level supervisor or department head.

## *Action Items*

Consider whether to approve Resolution R20-34 adopting comprehensive edits to the personnel policy.

**RESOLUTION R20-34**

**A RESOLUTION UPDATING AND APPROVING COMPREHENSIVE EDITS TO THE SYRACUSE CITY PERSONNEL POLICIES AND PROCEDURES MANUAL.**

**WHEREAS**, the City Council has determined that necessary changes to the Syracuse City Personnel Policies and Procedures Manual are needed;

**WHEREAS**, Syracuse City Staff has reviewed the Syracuse City Personnel Policies and Procedures Manual and has recommended various comprehensive edits throughout the Policies and Procedures Manual;

**WHEREAS**, the City Council has determined that approval of the amendment to the Syracuse City Personnel Policies and Procedures Manual will help promote the orderly operation of the City;

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY COUNCIL OF SYRACUSE DAVIS COUNTY, STATE OF UTAH, AS FOLLOWS:**

**SECTION 1: Amendments.** That the proposed amendments to the Syracuse City Personnel Policies and Procedures Manual, attached hereto as Exhibit A, are hereby adopted and considered amended.

**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 its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 13th DAY OF OCTOBER, 2020.**

**SYRACUSE CITY**

ATTEST:

_____ By:_____

Cassie Z. Brown, City Recorder Mike Gailey, Mayor

# SYRACUSE CITY CORPORATION

# Personnel
# Policies and Procedures
# Manual

**City Mission Statement:**
*"To provide quality, affordable services for its citizens, while promoting community pride, fostering economic development, and preparing for the future."*

**Effective**
**Updated 2020**

**This document supersedes all personnel policies and procedures previously established or approved by Syracuse City.**

# SYRACUSE CITY
# PERSONNEL POLICIES AND PROCEDURES

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# SYRACUSE CITY
# PERSONNEL POLICIES AND PROCEDURES

## CHAPTER 1
## INTRODUCTION

**1.010. Purpose.**
**1.020. Applicability.**
**1.030. Interpretation.**
**1.040. Amendments.**
**1.050. Distribution.**
**1.060. Acknowledgement Form.**
**1.070. Disclaimer.**
**1.080. Conflicts.**
**1.090. Reasonable Accommodation for Disabilities.**

### 1.010. Purpose.

The purpose of these Personnel Policies and Procedures ("Policies and Procedures") is to provide guidelines and information for City employees to assist them in performing and pursuing competent and satisfying employment with the City. It is the intent of the City to comply with all Federal and State laws and regulations applicable to the City and/or its employees, whether mentioned herein or not.

### 1.020. Applicability.

These Policies and Procedures shall apply to all City employees and appointed officers, except where otherwise specifically excluded. These Policies and Procedures do not apply to elected officials, members of commissions and committees, or persons engaged under contract to supply professional or technical services. These Policies and Procedures are in addition to any other department-approved policies and procedures or operational standards, including, but not limited to, Police Department and Fire Department policies and operational standards.

### 1.030. Interpretation.

The City Manager shall provide the official interpretation of these Policies and Procedures. The department heads and supervisors shall be responsible for implementing these Policies and Procedures within their departments under the direction of the City Manager and the Human Resources Specialist.

### 1.040. Amendments.

Personnel practices and procedures are in a constant state of change and the City will review the policies and procedures set forth herein as needed to best serve the needs of the City and its employees. The City reserves the right to unilaterally alter, amend, except or revoke any policy, practice or procedure set forth herein in its sole discretion. All amendments shall be approved in writing by resolution of City Council. Any minor amendment, being defined as one that does not significantly alter a policy herein, will be submitted to the City Council for review at the next regularly scheduled work session. If there are no objections from the Mayor of members of the City Council, the proposed minor policy amendment shall be deemed approved. At the request of the Mayor or any member of the City Council, any minor proposed amendment shall be scheduled for the next regular City Council meeting for a vote by the council.

**1.050. Distribution.**

A copy of these Policies and Procedures and any amendments hereto shall be made available to all employees and appointed officers in electronic or hard copy format. Employees will be notified in writing of any amendments to these Policies and Procedures. The content of the amendments will be made available in electronic format unless a hard copy is requested by the employee. The City shall be responsible for keeping the electronic and hard copy of the Personnel Policies and Procedures up to date with amendments. A log sheet shall be provided by the City to assist in recording and tracking updates.

**1.060. Acknowledgment Form.**

City employees are responsible to be aware of and adhere to all the provisions of these Policies and Procedures and any amendments hereto. Each employee shall sign and submit to the City an Acknowledgment Form (See Appendix A), as provided by the City, attesting to the fact that he or she has received instructions on how to access a copy of these Policies and Procedures and any amendments to these Policies and Procedures and has agreed to read and understand the provisions set forth herein. Submission of a signed Acknowledgement Form shall be a condition of employment for all employees. The signed Acknowledgment Form shall be filed in the employee's personnel file.

**1.070. Disclaimer**.

The information contained herein, and any amendments or alterations hereto, do not constitute a contract or agreement of any kind between the City and its employees. No person other than the City Manager and the Mayor, as applicable stated by city code and state code, with the advice and consent of the City Council, has the authority to enter into an agreement with any employee for any specified employment term or to make any commitments contrary to the relationship of City employees. Any such agreement or commitment must be made in writing. The information and policies contained herein shall not constitute or create any rights in or obligations to any persons or parties other than to the City and its employees. Nothing herein shall be construed to limit the City's right to discharge an employee or to create any other obligation or liability on the City. The City alone shall be entitled to enforce or waive the provisions of any policy, practice or procedure set forth herein.

**1.080. Conflicts.**

Except as otherwise specifically provided, these Policies and Procedures supersede all prior letters, memoranda, resolutions, policies, and procedures of the City which are inconsistent with the matters stated herein. In the event of a conflict between any of the provisions set forth herein or with department approved policies and procedures, the more restrictive provision shall apply. If any provision or part of these Policies and Procedures or the application thereof is found to be in conflict with any State or Federal law or City Ordinance, the conflicting provision or part is hereby declared inoperative to the extent of the conflict, but such conflict shall not affect the operation of the remainder of these Policies and Procedures or any of their application.

**1.090. Reasonable Accommodation for Disabilities.**

Any City policy, program, or practice that has an intended or unintended effect of discrimination against or the maintenance of accessibility barriers to those with disabilities, as defined under the Americans with Disabilities Act, is subject to modification as a reasonable accommodation for those with disabilities. Barriers that are immediately apparent and which may be overcome through minimal effort by a present city official should be removed or overcome without delay. Requests for reasonable accommodation that require permanent changes to programs or policies shall be referred to the City's ADA Coordinator, who is the ~~Human Resource Specialist~~Human Resource Manager.

## CHAPTER 2
## ADMINISTRATION

**2.010. Human Resources ~~Specialist~~Manager.**
**2.020. Job Descriptions.**
**2.030. Classification Plan.**
**2.040. Personnel Records.**
**2.050. Employee Inquiries and References.**

### 2.010. Human Resources ~~Specialist~~Manager.

The City has created the position of Human Resources ~~Specialist~~Manager. The Human Resources ~~Specialist~~ Manager is responsible for the administration and implementation of these Policies and Procedures and applicable City Ordinances. The duties and responsibilities of the Human Resources ~~Specialist~~Manager, with respect to these Policies and Procedures, include, but are limited to, the following:

(a) to develop, implement and administer these Policies and Procedures;

(b) to promote the fair treatment of employees and the administration of these Policies and Procedures; and

(c) to review these Policies and Procedures and recommend suggestions or changes deemed necessary to the City Manager.

### 2.020. Job Descriptions.

The City should provide and maintain a current job description for each employment position available within the City. Each job description should include the scope of responsibility, supervisory duties, typical duties, qualifications, knowledge, skills and abilities, essential functions, and physical demands and job environment. All employees will be assigned to employment as provided in an established job description and must be able to meet the requirements for performing the essential functions of the position to which assigned (with or without a reasonable accommodation to the extent required under the Americans with Disabilities Act). Recruitment and hiring of new employees should be based on the requirements and duties listed in the relevant job description.

### 2.030. Classification Plan.

The City shall establish and adopt a Classification Plan setting forth the positions and corresponding job descriptions of City employees.

### 2.040. Personnel Records.

(a) Personnel Records. Federal and State law requires employers to keep detailed data about their employees. It is the policy of the City to maintain personnel records concerning its employees in accordance with applicable Federal and State law. Such records may include, but are not limited to, records regarding hiring, compensation, leave, awards, grievances, disciplinary action, education, training, and other relevant records.

(b) Updates. Each employee is responsible for keeping the City notified of any changes in employee information such as name, address, telephone number, tax exemptions and related information so that the employee's personnel records may be accurately maintained.

(c) Maintenance. Personnel records shall be maintained, classified, and accessed in accordance with the Government Records Access and Management Act, as set forth in *Utah Code Ann*. §§ 63-2-101, *et seq*., and the Utah Municipal Records Retention Schedule, as adopted and amended by the City.

(d) Access. Pursuant to *Utah Code Ann*. §§ 67-18-1, *et seq*., as amended, employees of the City have the right to examine and make copies of documents in their own personnel files. Upon written request from an employee, the City shall produce the employee's personnel file for inspection and copying during regular business hours. Such inspection and copying shall be under the direct supervision of the Human Resources Specialist, or his or her designee. Access and examination of personnel records by persons other than the employee must provide a written request and is subject to the provisions of the Government Records Access and Management Act, as set forth in *Utah Code Ann*. §§ 63-2-101, *et seq*., as adopted and amended by the City. Access and examination of personnel records by the City Manager and/or the employee's direct Department Head, or his/her designee, will be provided upon written request which will be kept with the personnel file and is not subject to the provisions of the Government Records Access and Management Act. Requests by a Department Head to access and examine personnel records of an employee that he/she does not directly supervise must have approval by the City Manager.

**2.050. Employee Inquiries and References.**

All inquiries from outside parties regarding current and former employees shall be directed to the Human Resources Specialist. For purposes of extensive background investigations on current and former Police Officers a liability release form signed by the employee is required and the Police Chief in cooperation with the ~~Human Resource Specialist~~Human Resource Manager may respond to questions with factual information. Pursuant to the Employer Reference Immunity provisions of Utah law, as set forth in *Utah Code Ann*. § 34-42-1, as amended, an employer who in good faith provides information about the job performance, professional conduct, or evaluation of a former or current employee to a prospective employer of that employee, at the request of the prospective employer of that employee, may not be held civilly liable for the disclosure or the consequences of providing the information. Notwithstanding statutory protection, the City reserves the right to require a written reference and liability release form from former employees regarding requested references. Reference and liability release forms may also be filled out by employees upon termination of employment with the City.

## CHAPTER 3
## EMPLOYEE HIRING

**3.010 Equal Opportunity Employer.**
**3.020. Employment Philosophy.**
**3.030. Employment of Relatives (Nepotism).**
**3.040. Employment of Minors.**
**3.050. Authority to Hire.**
**3.060 Recruiting.**
**3.070. Newly Created or Existing Positions.**
**3.080. Advertising.**
**3.090. Open Position Notices.**
**3.100. Application Process.**
**3.110. Interviews.**
**3.120. Testing and Investigations.**
**3.130. Job Offers.**
**3.140. Employment Eligibility Verification.**
**3.150. Employee Orientation.**
**3.160. Disqualification.**
**3.170. Rehires.**

### 3.010 Equal Opportunity Employer.

Syracuse City is an “Equal Opportunity Employer" and it is the policy of the City to comply with Federal and State equal employment opportunity laws and guidelines. The City shall not discriminate in the hiring, employment, promotion, evaluations, or other employment practices with respect to its employees on the basis of race, color, religion, sex, national origin, political affiliation, age, pregnancy, childbirth or pregnancy-related condition, disability, status as a veteran, or genetic information, in accordance with applicable Federal and State laws. It is the policy and commitment of the City to protect the civil rights of all employees and applicants for employment with the City and to provide a work environment free from discrimination and harassment.

### 3.020. Employment Philosophy.

The City Council shall adopt and maintain a Recruitment, Retention and Compensation Policy for the city, which purpose is to attract the best talent possible, motivate and retain that talent for the overall benefit of the citizens. The City seeks to attract and retain the most highly qualified and competent employees who exhibit the qualities and characteristics required for and consistent with the job to be performed. Evaluation of employment applicants will be made on the basis of education, skills, experience, character, competence, ability to work and relate with co-workers, supervisors and the public, and potential job performance and learning consistent with the needs of the City and the specific position to be filled. The City may check references of the applicant before an offer of employment is made. A copy of the Recruitment, Retention, and Compensation Policy is attached hereto as Appendix B and incorporated herein by this reference.

### 3.030. Employment of Relatives (Nepotism).

It is the policy of the City to comply with the provisions of Title 52, Chapter 3, of the *Utah Code Annotated*. The City restricts the hiring of city employees’ relatives. A relative is defined as the

employees' husband, wife, parent, step-parent, nephew, niece, grandparent, son-in-law, daughter-in-law, sister, step-sister, brother, step-brother, son, step-son, daughter, step-daughter, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, or first cousin; or a spouses' grandparent, grandchild, aunt, uncle, nephew, niece, or first cousin. Guidelines regarding employment of relatives are as follows:

(a) A person may be hired within the same department as long as there is not a direct or indirect supervisor/subordinate relationship between the employees, a conflict of interest or the appearance of a conflict of interest.
(b) In the event that an employee who directly or indirectly supervises another employee whom become related as a result of a marriage, the City will attempt to find a suitable position within the City to which one of the affected employees may transfer. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign.
(c) No employee who is related to someone within the same department shall be promoted to a Department Head or Supervisor position.

**3.040. Employment of Minors.**

The City may employ minors from time to time and it is the policy of the City to comply with all State and Federal laws and regulations regarding the employment of minors, including, but not limited to, *Utah Code Ann.* §§ 34-23-101, *et seq*., 29 U.S.C. §212 and 29 C.F.R. Part 570. The law prohibits employment of minors under age 14 and no one under the age of 18 may perform a hazardous job as defined by the Fair Labor Standards Act (FLSA). Please see the ~~Human Resource Specialist~~Human Resource Manager for further information on such duties. Employees who are 14 or 15 years of age many not work more than 3 hours on a school day, may not work past 7PM from Labor Day to June 1st, and may not work past 9PM from June 1st to Labor Day. Please see Work Hours and Breaks and Lunch Periods in Chapter 6 for additional information in regard to employment of minors.

**3.050. Authority to Hire.**

In accordance with the hiring provisions set forth in Title 1 (Administration) of the Syracuse City Ordinances, hiring shall be conducted as follows:

(a) With the exception of department head positions and positions required by law to be appointed by the Mayor and/or City Council, the City Manager, or his or her designee, has the authority to post, interview, and hire for all available employment positions within the City.

(b) It is the responsibility of the Mayor, with the advice and consent of the City Council, to appoint individuals to all department head positions and positions otherwise required by law, such as the City Recorder and City Treasurer. The City Manager, or his or her designee, shall assume the responsibilities of posting, interviewing, and making final recommendations to the Mayor and City Council for such positions.

**3.060 Recruiting.**

All recruitment shall be conducted in accordance with the City's Equal Opportunity Employer policy as set forth in Section 3.010. Any and all selecting and advancing of employees in the City personnel system shall be on the basis of the applicant and/or employee's ability, knowledge, and skill levels related to the vacant position in accordance with the City's Employment Philosophy set forth in Section 3.020. All hiring shall be based upon the job description for the specific position opening. If the

recruitment is for a newly created position, a job description, classification, and salary range shall be prepared by the City prior to recruiting for the proposed position and the position approved by the City Council in accordance with Section 3.070. Syracuse City employees that apply for and meet minimum qualifications required for an open position should be interviewed during the interviewing process with the other outside applicants. With City Manager approval and within one (1) year of termination, a previous employee who left in good standing may be recruited and rehired without going through the application process. The employee can only be rehired for the same position he/she left and will still be required to go through the pre-employment and new hire processes.

**3.070. Newly Created or Existing Positions.**

Newly created regular or appointed positions may be created by the City Council through authorization and approval of the job description, classification, and salary range of the position, either through the annual budget authorization or by separate action of the City Council. Any department head wishing to create a new position within his/her department shall submit a request to the Human Resources Specialist, including a proposed job description, classification, and the pay range for the job. If acceptable to the Human Resources Specialist, the new position request shall be forwarded to the City Manager for review and recommendation to the City Council. Job openings for existing positions, which have been previously authorized by the City Council shall be reviewed by the Human Resources Specialist and approved by the City Manager to initiate the hiring process.

**3.080. Advertising.**

Upon approval by the City Council for new positions and approval by the City Manager for existing positions, the Human Resources Specialist will prepare advertisements for job openings and post notice of such openings as provided herein. Advertising for job openings should be posted at the City Offices and a copy of the posting sent via email to each employee. In addition, and at the same time, the Human Resources Department will publicly advertise all new and vacant positions. In general, all new and vacant positions will be posted externally on the Syracuse City Website and through the Utah Department of Workforce Services. Other media, including newspapers, social media, and professional publications, may be used. Advertisements for positions shall be posted for a minimum of seven (7) days. Non-public safety departments can hire from an applicant pool from a previous job advertisement if it's within 6 months of the posting date. Public safety departments can hire from a previous job advertisement if it's within 1 year of the posting date.

**3.090. Open Position Notices.**

Open position notices prepared by the Human Resources Specialist should contain a statement indicating the City's Equal Opportunity Employer status. Open position notices should also specify what application information is required (resume, cover letter, etc.), where job applications may be obtained, instructions on returning completed applications, and the deadline for filing an application.

**3.100. Application Process.**

(a) An application for employment will be accepted from applicants for employment using the online applicant tracking software on the City website at www.syracuseut.com. No one under the age of eighteen (18) may apply for or be hired for full-time employment with the City. No one under the age of fourteen (14) may apply for or be hired for any employment position with the City.

(b) Completed applications will be kept on file for the open position and shall be retained in accordance with the Government Records Access and Management Act, as set forth in *Utah Code Ann*. §§ 63-2-101, *et seq*.

(c) All job applications shall be electronically signed by the job applicant and the truth of all information contained therein shall be certified by the job applicant's signature. The job applicant shall provide a copy of required certified educational transcripts either with the application or upon hire.

(d) Applications may be rejected for, but not limited to, the following reasons:

(i) The applicant does not meet the minimum qualifications established for the position;

(ii) The applicant voluntarily indicates that he or she is physically or mentally unable to perform the essential duties and responsibilities of the position with or without reasonable accommodation(s) (determined only after a conditional offer of employment has been extended to a job applicant and pending the results of a medical examination);

(iii) The applicant has falsified a material fact or failed to complete the application;

(iv) The applicant failed to timely file the application;

(v) The applicant has an unsatisfactory employment history or poor work references; or

(vi) The applicant failed to attain a passing score, if an examination is required.

**3.110. Interviews.**

The Human Resources Specialist, in conjunction with the hiring department head or the City Manager, will select applicants to interview from those who have passed the preliminary screening tests and job applications. Job related duties and qualifications will provide the basis for initial screening of job applicants. Individuals conducting job interviews shall only ask questions that pertain to the job position. A structured interview guide shall be developed and reviewed by the Human Resources Specialist and the department head filling the position before the interview begins. The guide will be developed in accordance with the Syracuse City Equal Employment Opportunity policy. During the interview each interviewer will complete the structured interview guide developed for the position. If a point system is used by the interview panel, then the following, non-cumulative preference points shall be applied to the overall score at the end of the process: 5% to eligible Veterans and 10% to disabled Veterans or purple heart recipients. If a point system is not used for the interview, then Veteran preference is used to decide between candidates who are in equal contention for the position at the conclusion of the interviews, in favor of the Veteran. In the case of an eligible spouse, widow, or widower, shall be given the same percentage and preference the qualifying Veteran is, or would have been, entitled to. The Veteran or eligible spouse, widow or widower must bring a copy of their Certificate of Release or Discharge from Active Duty (DD214 Form) to the interview to claim Veteran's Preference. An eligible spouse, widow or widower, is defined as the spouse of a veteran who is unemployed and 100% disabled or has retired, separated or resigned due to such disability; OR is a widow of a Veteran that served during war through 1952-1955; OR is a widow of a Veteran that died while active duty. The Human Resources Specialist shall be given the opportunity to attend all interviews for Full-Time positions.

### 3.120. Testing and Investigations.

Applicants for positions with the City may be subject to competitive testing or condition of employment testing which may include, but is not limited to: determination of bondability, rating of education and experience, written, oral, or physical tests, drug testing, medical examinations, driving record evaluations, and/or background investigations in accordance with these Policies and Procedures and applicable provisions of law. *See*, Chapter 13 of these Policies and Procedures regarding Employee Testing and Evaluation. The structure and methods of testing shall be reviewed by the Human Resources Specialist prior to the testing being conducted.

### 3.130. Job Offers.

After a job applicant is approved by the Human Resources Specialist and the hiring department head (and City Council as applicable for department head positions), with the consent of the City Manager, the Human Resources Specialist or department head in coordination with the Human Resources Specialist, shall notify the successful job applicant of his or her conditional selection through: (1) a telephone call; and (2) a written job offer letter. To accept a job offer, the candidate must sign the written job offer, thereby making the offer official. The original job offer letter is then filed in the employee's file and a copy is given to the new employee. Written job offer letters will include the following:

(a) The employee's job title;

(b) A clear statement of the job description;

(c) The employee's supervisor;

(d) The employee's starting salary (starting salary offers for exempt positions shall be figured as both an annual and bi-weekly amount and starting salary offers for non-exempt positions shall be figured as the equivalent hourly wage);

(e) Any applicable relocation commitments;

(f) A summary of the benefits in which the employee will be eligible to participate;

(g) Syracuse City's at-will employment policy, to the extent applicable;

(h) The employee's starting date;

(i) The length of the employee's probationary period;

(j) Notice that employment is contingent upon passing a background investigation, drug testing, driving record evaluation, medical examination, and any other testing or investigation, to the extent required under these Policies and Procedures for the particular position.

### 3.140 Employment Eligibility Verification.

In conformance with the "Immigration Reform and Control Act of 1986" (P.L. 99-603) and in order to avoid monetary penalties for the hiring of illegal workers, the Human Resources Specialist shall establish an employment verification system, and shall verify that all applicants for vacant positions or persons hired to fill vacant positions are authorized to work within the boundaries of the United States.

### 3.150. Employee Orientation.

On the first day of work the new employee should receive a general orientation concerning benefits, compensation practices, personnel policies and procedures, vacation, holiday and sick leave, work hours, parking, and various employment expectations. After a new employee is hired, he or she shall fill out all required pre-employment forms, benefit applications, and enrollment forms. In addition to any other required forms, the following forms shall be filled out by all new employees:

(a) Employment Eligibility Verification Form (Form I-9);

(b) Federal Withholding Statement (Form W-4);

(c) Utah New Hire Registry Reporting Form;

(d) Applicable Utah Retirement System (URS) Form;

(e) Syracuse City Direct Deposit Form;

(f) Personnel Policies and Procedures Acknowledgement Form; and

(g) If applicable, all benefits enrollment forms.

### 3.160 Disqualification.

The City reserves the right to reject any application which indicates on its face that the applicant does not possess the minimum qualifications required for the position. Applicants and subsequently hired applicants who make false statements or who are found to have engaged in any type of deception or fraud in the application or testing process may be rejected or terminated, if hired.

### 3.170 Rehires.

Job applications received from former employees will be processed using the same procedures and standards that govern all other non-employee applications. The Human Resources Specialist will review the former employee's personnel records and the circumstances surrounding termination of previous employment with the City. Former employees who have been terminated for cause, or who voluntarily resigned while facing disciplinary action, or who did not give a two (2) week notice are not eligible for rehire. Employees must give a two (2) week notice in order to be eligible for rehire unless deemed otherwise at the discretion of the City Manager. Eligibility for rehire should be noted on termination forms. Applicants who are rehired shall be required to serve a probationary period in accordance with these Policies and Procedures. Former employees who terminated employment with the City in good standing may maintain the original anniversary date for benefit purposes if they are re-employed by the City within one (1) year after the date of termination.

## CHAPTER 4
## EMPLOYMENT STATUS

**4.010. General Policy.**
**4.020. Employee Definitions.**
**4.030. FLSA Employment Status.**
**4.040. Probationary Employment Period.**
**4.050. Light Duty Status.**
**4.060. Volunteers.**
**4.070. Court Ordered Service.**

### 4.010. General Policy.

Employment positions within Syracuse City are defined and classified into various categories that relate to employment status, hiring procedures, compensation, benefits eligibility, and applicability of certain Federal and State laws. Such categories are subject to change depending upon the requirements of State and Federal law, City policy or City Ordinances.

### 4.020. Employee Definitions.

Each employee position available with the City is defined and categorized as one of the following, depending upon the number of required working hours for the particular position and/or the temporary nature of the position. Elected officials are excluded from these categories.

(a) Full-Time. An employee working in a position for which the normal work schedule is forty (40) or more hours per week is considered a full-time employee. Full-time employees are eligible for participation in City provided benefits programs as more particularly set forth in these Policies and Procedures.

(b) Part-Time. An employee working in a position for which the normal work schedule is less than thirty (30) hours per week is considered a part-time employee. Part-time employees are not eligible for benefits except as expressly provided herein or otherwise required by law. Part-time employees are at-will and may be terminated at any time with or without cause, without appeal.

(c) Seasonal. An employee working in a position that is expected to work for six (6) months or less per year and which the need for the position ends typically in conjunction with a season is considered a seasonal employee. Seasonal employees are not eligible for benefits except as expressly provided herein or otherwise required by law. Seasonal employees are at-will and may be terminated at any time with or without cause, without appeal.

(d) Temporary. An employee working in a position that is expected to work for six (6) months or less per year, less than thirty (30) hours per week and which the need for the position ends after a single project is not typically repeated each year is considered a temporary employee. Temporary employees are not eligible for benefits except as expressly provided herein or otherwise required by law. Temporary employees are at-will and may be terminated at any time with or without cause, without appeal.

(e) Intern. A temporary employee who is attending courses related to the position and is expected to work for eighteen (18) months or less and less than thirty (30) hours per week. Intern employees are not eligible for benefits except as expressly provided herein or otherwise required by law. Intern employees are at-will and may be terminated at any time with or without cause, without appeal.

**4.030. FLSA Employment Status.**

To facilitate provisions of the Fair Labor Standards Act ("FLSA") regarding employee eligibility for overtime compensation, employees shall be classified as either exempt or nonexempt. These categories are defined as:

(a) Exempt. Employees who are not covered by or subject to the overtime requirements and regulations of the FLSA are deemed "exempt." Employees are classified as exempt based upon the nature of the work, conditions of employment, and criteria set forth in the FLSA and related Federal rules and regulations.

(b) Non-Exempt. Employees who are covered by and subject to the overtime requirements and regulations of the FLSA are deemed "non-exempt."

**4.040 Probationary Employment Period.**

(a) All newly hired Full-Time employees shall be subject to a twelve (12) month Probationary Period. The Probationary Period shall begin on the first day of employment and shall continue for twelve (12) months thereafter. The Probationary Period is established to evaluate the performance and potential of the new employee, determine the employee's retention, possible transfer, or termination, and to give the employee the chance to evaluate the job.

(b) At any time during the Probationary Period, the employee may be terminated by the City with or without cause and without right to due process, notice, or appeal in connection with the termination.

**4.050. Light Duty Status.**

Employees that incur a medical condition and are recommended by a medical doctor to only be involved in "light duty" activity may be assigned work in accordance with light duty operations and functions as approved by the Human Resources Specialist in cooperation with the Department Head. Light duty assignments will be temporary and short term in nature, usually not exceeding thirty (30) workdays. Each case will be reviewed independently and will only be extended for extenuating circumstances. Light duty assignments over thirty (30) days must be approved by the City Manager.

**4.060 Volunteers.**

(a) Volunteers are persons who donate services as authorized by the City without pay or other compensation other than expenses actually and reasonably incurred as approved by the City, exclusive of "court ordered" volunteers as set forth in Section 4.070. The City Manager may establish volunteer programs and develop guidelines for the use of volunteers. Volunteer programs and guidelines proposed by the City Manager that are either outside of the current adopted budget or involves an exceptional amount of risk would require approval from the City Council. All volunteers providing services

for the City may be required to sign an agreement (See Appendix C) defining the nature and terms of the volunteer services. A volunteer may not donate any service to the City unless the volunteer's services are approved by the City Manager and the volunteer has submitted a signed volunteer form to the City as required herein.

(b) Volunteers may be provided protections under the Volunteer Government Workers Act, as set forth in *Utah Code Ann*. §§ 67-20-1, *et seq*., as amended, which provides volunteers may be deemed an employee of the City for purposes of workers' compensation benefits, operation of motor vehicles, and liability protection and indemnification normally afforded paid government employees.

**4.070. Court Ordered Service.**

Court ordered community service volunteer labor is authorized but shall be accepted at Syracuse City only when ordered through the Syracuse City Justice Court. Court ordered volunteers may be considered an employee of the City for purposes of workers' compensation benefits as more particularly provided in the Volunteer Government Workers Act, as set forth in *Utah Code Ann*. §§ 67-20-1, *et seq*., as amended, regarding "compensatory service workers," as defined therein.

## CHAPTER 5
## COMPENSATION

**5.010. General Policy.**
**5.020. Recruitment, Retention and Compensation Policy**
**5.030. Pay Grade for New Employees.**
**5.040. Pay Progression.**
**5.050. Meritorious Performance.**
**5.060. Merit Increase for those at the Range Maximum.**
**5.070. Cost of Living Adjustments.**
**5.080. Position Adjustments.**
**5.090. Overtime.**
**5.100. Compensatory Time.**
**5.110. Holiday Pay.**
**5.120. On-Call Pay.**
**5.130. Training Pay.**
**5.140. Emergency Call Back.**
**5.150. Special Programs.**
**5.160. Outside Overtime.**
**5.170. Wildland Fire Program.**
**5.180. Severance Pay.**

### 5.010 General Policy.

Syracuse City will pay at least minimum wage and overtime to all Non-Exempt employees in accordance with applicable provisions of the Fair Labor Standards Act (FLSA). Syracuse City may compensate all Exempt employees with time off for extra hours worked as more particularly set forth herein. Syracuse City will also provide equal pay to all employees doing similar work which requires substantially equal skill, effort, and responsibility and are performed under similar working conditions in accordance with the FLSA and the Equal Pay Act of 1963.

### 5.020. Recruitment, Retention, and Compensation Policy

(a) Recruitment, Retention and Compensation Policy. The City Council shall adopt and maintain a Recruitment, Retention, and Compensation Policy for the City, including minimum and maximum rates of pay for each position within the City's personnel system and such intermediate steps or grades as deemed necessary and equitable for employee compensation ("Recruitment, Retention, and Compensation Policy"). The Recruitment, Retention, and Compensation Policy may also include salary administration guidelines, position pay grade schedule, and salary schedule, as adopted by the City. Salaries shall be linked to the position classification plan and may take into consideration the following prevailing practices and factors: ranges of pay for other positions; prevailing rates of pay for similar employment in both public and private organizations; cost of living; market trends, other benefits; and the financial policy and economic conditions of the City. Independent market studies may be authorized at the discretion of the City Council when deemed necessary. Compensation for statutory officers shall be subject to public hearing requirements and adopted by ordinance of the City Council in accordance with applicable provisions of *Utah Code Ann*. § 10-3-818, as amended. A copy of the Recruitment, Retention, and Compensation Policy is attached hereto as Appendix B and incorporated herein by this reference.

(b) Updates and Amendments. The Recruitment, Retention, and Compensation Policy should be reviewed and analyzed annually by the Human Resources Specialist and City Manager who may recommend appropriate changes to the City Council. The City Council may review and make appropriate changes to the Recruitment, Retention, and Compensation Policy at any time in accordance with applicable procedures regarding the same. Implementation of any recommended adjustments to the Recruitment, Retention, and Compensation Policy shall be subject to City Council approval and availability of funds. Any amendments or updates to compensation or compensation schedules for statutory officers shall be subject to public hearing requirements and adopted by ordinance of the City Council in accordance with applicable provisions of *Utah Code Ann*. § 10-3-818, as amended.

**5.030. Pay Grade for New Employees.**

Except as provided herein, pay for newly hired employees shall be set at the minimum of the pay range assigned to the specific job position. The City Manager may approve higher starting compensation, up to the midpoint of the pay range for the specific job position, as warranted by job qualification and experience and subject to the availability of funds.

**5.040. Pay Progression.**

Progression within the salary and wage scale for any given position may be based upon recommendation of the City Manager with final approval given by the City Council. In making recommendations, for pay progression or special adjustments, the City Manager shall consider level of responsibility, performance, length of service, market conditions or other factors. Employees may advance through the salary and wage scale at a minimum of a half-percent (.5%) wage increase up to a maximum of a five percent (5%) wage increase per fiscal year as authorized within the City's budget and recommendation by the Department Head. The City Manager may approve all recommended salary and wage increases up to five percent (5%). No salary or wage increase above five percent (5%) may be approved without the review and consent of the City Council.

**5.050. Meritorious Performance.**

The City Council may, in its sole discretion, adopt meritorious performance increase guidelines on an annual basis to provide for employee compensation increases. Such meritorious performance increase guidelines shall be adopted and effective as of the first pay period with a July start date each calendar year and shall be subject to funding in the approved budget. Full-time and part-time employees are eligible to receive a meritorious performance increase, subject to the terms and conditions set forth herein. Temporary or seasonal employees may be eligible at the discretion of the City Manager, within budgetary limits and subject to the terms and conditions set forth herein. Employees with less than 12 months of service in the performance review calendar year will receive a pro-rated meritorious increase based on the number of months employed in that calendar year, factoring in their performance score. However, employees hired on November 1st or later of each year will not receive a performance evaluation for that calendar year. Employees hired from November 1st through May 31st will receive a baseline meritorious increase of two-twelfths (2/12) of the average budgeted non-public safety merit increase. Employees who have completed their Probationary Period and who have received a satisfactory or better performance rating for performance related to the last twelve (12) months prior to the rating date shall be eligible to receive a meritorious performance increase. Employees at or above the pay range maximum and employees whose performance is rated less than satisfactory shall not be eligible to receive a meritorious performance increase. A meritorious performance pay increase shall not exceed the maximum range of pay assigned to the specific employee position.

A Full-Time employee may choose to forego his or her merit increase in exchange for a lump sum of 25 hours into the employee's vacation leave bank. These hours are still subject to use or lose as outlined in section 8.060 (c).

**5.060. Merit Increase for those at the Range Maximum.**

The City Council may, in its sole discretion, grant a merit increase not to exceed five percent (5%) of an employee's gross pay to an employee who has been paid at or above the range maximum for a minimum of five (5) years, provided the employee has received a successful or outstanding performance rating in the last year and has been employed by Syracuse City for at least eight (8) years. An employee whose salary exceeds the range maximum is eligible to receive a merit adjustment no more frequently than every five (5) years after the initial adjustment. Any subsequent increase above the range maximum shall not exceed five percent (5%) of the employee's gross pay. An employee is eligible to receive a maximum of five (5) successive adjustments beyond the range maximum. As an alternative to the annual merit increase, an employee who is being paid at or above the range maximum may receive an annual bonus in the amount equivalent to the wage/salary adjustment. No adjustment is made to the base wage/salary when a bonus is given.

**5.070. Cost of Living Adjustments.**

The City Council may, in its sole discretion, approve Cost of Living Adjustments ("COLA") to employee salaries and/or compensation plans or schedules. COLA increases may increase the employee's salary range maximum or the position pay range.

**5.080. Position Adjustments.**

(a) Promotions. Promotions are defined as a movement to a higher position that significantly increases the employee's responsibilities and/or supervisory duties. An employee who is promoted will receive an increase to the minimum wage of the entering wage scale, but at least a 5% increase. The wage increase becomes effective on the first pay period following the eligible promotion date. Employees that promote will be eligible for a pro-rated annual merit increase for the months at the lower position and the months at the higher position.

(b) Non-Voluntary Reassignment or Transfer. Reassignment or Transfer is defined as an employee that is being reassigned or transferred to another position non-voluntary, such as a reorganization of the department, etc. Except when due to a demotion or other disciplinary action, an employee who is reassigned or transferred to another position shall be paid at least the same salary received prior to reassignment or transfer.

(c) Reclassification. Reclassification is defined as a change to a position, that may significantly change the job description of the position. If the City reclassifies a position to a higher level, the incumbent's salary shall be adjusted to at least the minimum of the new range and may give a salary increase, based upon increased responsibility. If the City reclassifies a position to a lower level, the incumbent's salary shall remain the same. If the incumbent's salary exceeds the maximum of the new range, the incumbent is ineligible to receive a salary increase until the salary range or longevity scale increases to incorporate the incumbent's pay rate. An employee is ineligible to receive COLA increases until the salary range increases.

(d) Advancements. An Advancement is defined as movement to a higher position due to improved skill, knowledge, or capability, but does not significantly increase the employee's responsibilities and/or supervisory duties. Employees that advance to a higher position will move to the bottom of the new wage scale, but at least a 5% increase. The wage increase becomes effective on the first pay period following the eligible advancement date. Employees that advance are also eligible for a merit increase for the same year of advancement, the merit increase will be based on the pre-advancement wage.

(e) Interim Appointment. An Interim Appointment is defined as an employee accepting additional duties due to an extended vacancy of another position. Interim appointments do not apply to short-term absences such as vacations or sick leave. The interim appointment must be approved by the City Manager and by the City Council for Department Head positions. The employee shall receive a 10% increase for the first thirty (30) days of the interim appointment effective the beginning of the current pay period of the appointment. The employee shall receive an additional 3% increase per month following the first thirty (30) days. The additional increase(s) will be in effect at the beginning of the next pay period following the thirty (30) days. The Interim Appointment shall end at such time the position is filled or at such time the current employee returns back to work without restrictions or is otherwise directed by the City Manager and/or the Mayor.

(f) Voluntary Demotions. An employee may submit a request to voluntarily demote. The Department Head has the discretion to accept or reject the request based on the needs of the department. If the demotion request is accepted, the employee's wage will be subject to negotiation based on demoted position, current wage scale at time of demotion, and experience.

**5.090. Overtime.**

The City Manager and/or Department Heads may direct an employee to work overtime. Each department shall develop internal rules and procedures to ensure overtime usage is efficient and economical. These policies and procedures shall include:

1) Prior City Manager and/or Department Head approval for all overtime worked;

2) Recordkeeping guidelines for all overtime worked;

3) Verification of sufficient funds in the budget to compensate for overtime worked.

Overtime compensation standards are identified for each job title as either nonexempt or exempt.

(a) Eligibility. Except as otherwise provided herein for limited compensatory time, Exempt employees, as defined in Chapter 4, are not entitled to overtime compensation. Although working extra hours beyond the scheduled workweek may be recognized through compensatory time off for extra hours worked.

Non-Exempt employees, as defined in Chapter 4, are entitled to overtime compensation in accordance with the terms and conditions set forth in this section.

(b) Authorization. Overtime hours of all employees shall be pre-approved by the City Manager and/or Department Heads. Overtime hours shall be authorized for personnel only when absolutely necessary to provide required services or to complete a required project. Every effort should

be made by the City Manager and Department Heads to keep overtime hours to a minimum. Any employee who works unauthorized overtime may be disciplined.

(c) Overtime Hours.

i. Non-Exempt Employees. Overtime shall be paid when the employee actually works more than forty (40) hours per work week. Holiday, sick, vacation, compensatory time, or time off shall not be considered hours worked for purposes of calculating overtime compensation. Hours worked over two or more weeks may not be averaged.

ii. Exempt Employees. For each hour of approved overtime worked in excess of forty (40) hours per work week, an exempt employee shall accrue an hour of compensatory time. Such compensatory time for exempt employees is not required under the FLSA and shall be considered herein as non-FLSA compensatory time or limited compensatory time.

iii. Law Enforcement Employees. Overtime shall be paid when the employee actually works more than eighty-six (86) hours per 14-day work period. Holiday, sick, vacation, compensatory time, or time off shall not be considered hours worked for purposes of calculating overtime compensation. Employee's performing bona fide public safety services must meet the following criteria in order to be considered for overtime compensation
    1. Be a uniformed or plainclothes sworn officer;
    2. Be empowered by local ordinance to enforce laws designed to maintain public peace and order, to protect life and property from accident or willful injury, and to prevent and detect crimes;
    3. Have the power to arrest;
    4. Be POST certified; and
    5. Perform over eighty percent (80%) law enforcement duties.

iv. Fire Protection Employees. Overtime shall be paid when the employee actually works more than one hundred and six (106) hours per 14-day work period. Holiday, sick, vacation, compensatory time, or time off shall not be considered hours worked for purposes of calculating overtime compensation.

(d) Overtime Compensation Rate. All Non-Exempt employees shall be paid overtime compensation at the rate of time-and-one-half the employee's regular rate of pay for all overtime hours worked. Payments for overtime shall be issued on the regularly scheduled pay day for the work period in which it was earned. Employees may be granted compensatory time off in lieu of overtime compensation in accordance with the provisions of the FLSA.

Exempt employees may be granted limited compensatory time off at the straight time rate for all hours worked in excess of forty (40) hours per week. FLSA Exempt employees shall not be paid cash for any overtime hours worked unless an exception is made by the City Manager.

**5.100. Compensatory Time.**

(a) Election. Non-Exempt employees may elect to receive compensatory time off in lieu of overtime payment in cash. Non-Exempt Employees desiring to obtain compensatory time off in lieu of overtime payment in cash shall note on their timecard.

(b) Accrual Limit. Non-Exempt employees shall accrue compensatory time at one and one-half hours of compensatory time for each hour of overtime worked. Employees who have elected to receive compensatory time in lieu of overtime payment in cash may accrue up to eighty (80) hours of compensatory time off; Fire protection employees working 24-hour shifts may accrue one hundred and twelve (112) hours of compensatory time off. Once an employee reaches the maximum, additional overtime shall be paid on the payday for the period in which it was earned. Employees may request use of compensatory time off in accordance with the leave procedures set forth herein.

If a Non-Exempt employee's status changes to Exempt, the department head shall make every attempt possible to ensure that the employee's compensatory time earned while in Non-Exempt status is used by the end of the year. If it is not possible due to staffing or critical deadlines that employee's compensatory time earned and not yet used while in Non-Exempt status shall be paid out on the first pay period ending in January at the rate of pay before the transfer took place.

Exempt employees may be granted compensatory time off at the straight time rate for all hours worked (including any hours worked on a holiday) in excess of forty (40) hours per week. For each hour of overtime worked over forty (40) hours, an Exempt employee shall accrue an hour of compensatory time. Exempt employees may accrue up to eighty (80) hours of compensatory time off. Leave and holiday time within the work period may not count as hours worked when calculating compensatory time. Any compensatory time earned by an Exempt employee is not an entitlement, a benefit, nor a vested right. Any compensatory time earned by an Exempt employee shall lapse by the first pay period ending in January of each year.

If an Exempt employee's status changes to Non-Exempt, that employee's compensatory time earned while in Exempt status shall lapse if not used by the first pay period ending in January of the year after the transfer takes place. Exceptions may be granted at the discretion of the City Manager.

(c) Use and Rate. Department Heads and/or the City Manager shall arrange for an employee's use of compensatory time as soon as possible without unduly disrupting agency operations or endangering public health, safety, or property. Payments for compensatory time off shall be paid at the employee's regular rate of pay at the time the employee receives such payment.

Exceptions to this overtime compensation policy may be granted by the City Manager, in accordance with the rules governing FLSA.

### 5.110. Holiday Pay.

Full-time Non-Exempt employees who are not engaged in bona fide Law Enforcement and Fire Protection services that are requested by their supervisor and/or department head to work on a City-recognized holiday will be compensated at a rate of one and one-half times their hourly wage for each hour worked. This compensation will be in addition to any paid holiday leave provided by the City.

### 5.120. On-Call Pay.

Non-Exempt employees who are not engaged in bona fide Law Enforcement and Fire Protection activities and are required to be assigned to on-call status on a rotating basis will be issued a city communication device. Employees who are on-call shall carry a communication device, respond within 15 minutes if contacted, and shall be expected to report to work if deemed necessary. Time responding to a call or reporting to work will be considered as hours worked and shall be recorded in fifteen (15) minute increments on the employee's timecard. Employees who do not respond in a timely manner or do not report to work when deemed necessary may be subject to discipline up to and including termination.

On-call employees shall be paid $20 per day and shall record on-call days on his or her timecard during that pay period.

**5.130. Training Pay.**

With City Manager approval, employees who are assigned by Department Heads, or their designee, to train new employees may be eligible for training pay. This additional compensation shall be paid at the same rate as the City's on-call pay. To be eligible, the training employees must spend at least half of the daily scheduled work period directly training and overseeing the new employee. Employees submitting for training pay shall record the number of training days, during that pay period on his or her timecard.

**5.140. Emergency Call Back.**

(a) Definition. For purposes of this policy, the definition of 'emergency' is an unscheduled event, typically related to an urgent matter of public safety, which causes an employee to be called in for work by his or her supervisor to meet an unplanned staffing need. Examples include a public safety incident such as a house fire, officer- involved shooting or water main break, which tends to require additional staff resources. An emergency is not something that is related to a scheduled event, such as asking an employee to come into work to work on something to meet a deadline or to attend training.

(b) Policy. When a non-exempt employee is called back due to an emergency and has prior written approval to use vacation leave, holiday leave or compensation leave within the same pay period, the employee will have the option of either taking the paid vacation leave, holiday leave or compensation time in addition to the callback hours worked; or the option to credit his or her accrued vacation leave, holiday leave or compensation time equal to the emergency callback hours worked. As previously indicated herein, only hours actually worked will be counted for purposes of calculating overtime.

**5.150. Special Programs.**

Special programs apply to employees who participate in programs outside of their regular employment, such as Seat Belt Enforcement, D.U.I. Enforcement, Metro Narcotics Task Force, Internet Crimes Against Children Task Force, Violent Fugitive Apprehension Strike Team, or other programs funded by federal or state grants. If the program pays a compensation rate of 1.5 times the employee's regular hourly rate, then the City will compensate the employee at the rate of 1.5 times his/her regular rate of pay for hours spent participating in the special program, regardless of whether the employee is accruing overtime during those hours.

Sworn Police Officers participating in special programs may count hour for hour as leave time for purposes of timekeeping with the City. Only vacation or banked holiday time may be utilized for such

leave time and the leave time may only bring the employee up to eighty (80) hours for the pay period. With the exception of Metro Narcotics Task Force and the School Resource Program, hours worked in special programs are not considered hours worked for time keeping purposes.

**5.160. Outside Overtime.**

Outside overtime is defined as performing dedicated public safety related duties and services at the request of and on behalf of an outside organization, company or individual. Sworn Police Officers and Fire Personnel working outside overtime will be compensated at the rate of 1.5 times his/her regular rate of pay. Outside overtime shall be requested and scheduled directly with the Police or Fire Department. The Department shall set a standard fee to charge for outside overtime, which fee shall take into account the City's costs for salary, benefits, and usage of vehicles, equipment and supplies.

Sworn Police Officers and Fire Personnel working outside overtime may not utilize the leave time outlined in the special programs policy.

**5.170. Wildland Fire Program.**

The City participates in state/federal sponsored wildland fire programs by sending firefighters to assist in fighting wildland fires in the western United States. The City will pay firefighters for actual hours worked while deployed on a Wildland Fire. However, for each day the employee would have been regularly scheduled to work 24 hours, and on which the employee works on deployment, the City will pay the employee for 24 hours regardless of the number of hours actually worked. On the first pay period ending in December of each year, the employees who worked Wildland Fires will have the option to receive pay for vacation and/or holiday leave hours up to ten percent (10%) of the total number of paid deployed hours worked during that year. Employees may not be paid more than they have in their vacation and/or holiday leave banks.

**5.180. Severance Pay.**

(a) Eligibility. Only those individuals employed by the City in department head positions will be eligible for severance pay. Eligible employees will only receive severance pay if they are involuntarily terminated by the City and only in those instances where the involuntary termination was not a "for cause" termination. Department head employees who are involuntarily terminated for cause or who voluntarily terminate their employment with Syracuse City will not be eligible for severance pay.

(b). Payment Amount. Severance pay provided will be paid in the form of a lump sum payment to be paid upon termination. The amount of this payment to be provided to eligible employees (refer to 5.130(a)) will be calculated according to the following guidelines:

(1) All department head employees will be eligible for a minimum severance payment amount equal to three (3) months of their salary prior to their termination.

(2) Eligible employees will receive additional severance pay equal to two (2) weeks of their salary prior to termination for each year of employment with Syracuse City up to a maximum severance payment amount equal to four (4) month's salary.

## CHAPTER 6
## PAYROLL ADMINISTRATION

**6.010. Work Hours.**
**6.020. Work Periods.**
**6.030. Breaks and Meal Periods.**
**6.040. Time Keeping.**
**6.050. Paydays.**
**6.060. Automatic Payroll Deposits.**
**6.070. Payroll Deductions and Withholdings.**
**6.080. Garnishments.**
**6.090. Reimbursable Expenses.**
**6.100. Advances.**

### 6.010. Work Hours.

The normal work hours for most employees are eight (8) hours a day, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, including a one (1) hour non-paid lunch period. Employee work hours may vary from this general schedule as directed by the employee's department head or the City Manager. Alternative work schedules, such as four ten (10) hour days, may also be approved by the City Manager for various Departments or positions. Employees that are 14 (fourteen) or 15 (fifteen) years of age may not work more than 3 (three) hours on a school day and may not work later than 7:00PM from September 1st to June 1st each year and may not work later than 9:00PM from June 2nd to August 31st each year. Employees that are 16 (sixteen) years of age or older do not have restricted work hours.

### 6.020. Work Periods.

(a) Regular Employees. The defined work period for employees, other than employees performing bona fide law enforcement and fire protection services, for purposes of calculating overtime hours as set forth in Chapter 5, shall be a seven (7) day work period beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. on the following Saturday.

(b) Law Enforcement Employees. The defined work period for all employees performing bona fide law enforcement services, for purposes of calculating overtime hours as set forth in Chapter 5, shall be a fourteen (14) day work period beginning at 12:00 a.m. on Sunday and ending fourteen (14) days later on Saturday at 11:59 p.m.

(c) Fire Protection Employees. The defined work period for fire protection employees performing bona fide fire protection services shall be a fourteen (14) day work period beginning at 12:00 a.m. on Sunday and ending fourteen (14) days later on Saturday at 11:59 p.m.

### 6.030. Breaks and Meal Periods.

Employee break and meal periods will be taken at the discretion of their department head to ensure continuity in the flow of work.

(a) Breaks. Employees will receive one (1) paid fifteen (15) minute break during every four (4) hours worked. Break periods can be combined and used to shorten an employee's meal period with prior approval of the Department Head. Break periods cannot be used

at the beginning or the end of a shift. Employees are encouraged to take their breaks when scheduled. However, if an employee chooses to work through his or her paid break, it is their discretion to do so and no extra compensation will be given for the extra time worked.

(b) Meal Period. Full-time employees, other than employees performing bona fide law enforcement and fire protection services, may take one (1) one (1) hour unpaid meal period during a standard workday of eight (8) hours. Shorter meal periods may be approved by the City Manager for Departments or positions working under an approved alternative work schedule. Meal periods can be used to extend or shorten an employee's work hours or workday with prior approval of the Department Head. Unpaid meal periods must be uninterrupted and employees must be fully relieved of duties.

(c) Law Enforcement & Fire Protection Employees. Meal Periods for Law Enforcement and Fire Protection employees are defined by each Department Manual and will be paid as hours worked.

(d) Minors. Employees that are 17 years of age and younger must receive a meal break of at least thirty (30) minutes no later than five (5) hours from the beginning of their shift. A paid fifteen (15) minute rest break is also required for every three (3) hour period. Unpaid meal periods must be uninterrupted and employees must be fully relieved of duties.

(e) Nursing Mothers. Employees who are nursing will be provided with reasonable unpaid breaks to express breast milk as frequently as needed for up to one (1) year after the birth of a child. The City will provide a place for the break, other than a bathroom, that is shielded from view and free from intrusion. Employees will not be retaliated against for exercising their rights under this policy. Employees may use their paid fifteen (15) minute break(s) to express breast milk as needed.

**6.040. Time Keeping.**

Employees shall be responsible for accurately recording their hours of work. Federal and State regulations require the City to keep an accurate record of time worked in order to calculate employee compensation, benefits, taxes, and other relevant information. Time worked is time actually spent on the job performing assigned duties. Nonexempt employees shall be required to accurately fill out City-approved time sheets for each day of work. Hours of work shall be recorded in fifteen (15) minute increments. All completed time sheets shall be signed and verified as to accuracy by the employee and submitted to the employee's department head or supervisor for signature and verification. Department heads are responsible for reviewing, verifying, and submitting them to the Human Resources Department no later than 9:00 a.m. on the Monday following the completion of the pay period.

(a) Time Reporting. All employees shall complete and sign a biweekly time record that accurately reflects the hours actually worked to include approved and unapproved overtime, on-call time, approved leave time (holiday, sick, vacation, compensatory time, etc.). An employee who fails to accurately record time may be disciplined.

**6.050. Pay Days.**

(a) Bi-Weekly. The pay period for City employees is two (2) work weeks as defined in Section 6.020. Employees are paid bi-weekly on every other Friday following the previous pay period.

(b) Stipend. Certain employees may be paid by stipend as approved by the City Council. Stipend employees are paid monthly on the second pay period of each month.

**6.060. Automatic Payroll Deposits.**

It is City policy that all employees are paid by direct deposit to their respective checking or savings account. Accordingly, the City has established an automatic payroll deposit program, which provides automatic transfers of an employee's pay directly to the employee's bank account(s) (checking or savings) on each payday. Paystubs can be accessed by visiting the website and login information given to the employee at the time of hire. Except in the case of compelling circumstances as determined by the City, employee paystubs will not be given to anyone other than the employee. Upon written request, permission and release from the employee, the City may release a copy of the employee's paystub to the person designated by the employee. Any account changes for direct deposit must be filled out on the Payroll Direct Deposit form and must be turned into the HR Specialist in person.

**6.070. Payroll Deductions and Withholdings.**

The law requires the City to make certain deductions from employee's compensation. Among these are Federal and State income taxes, social security taxes, and Medicare taxes, as applicable. All employees shall complete and keep accurate a W-4 form designating various statuses and withholding requirements. City authorized voluntary pay deductions may also be made at the written direction of the employee.

**6.080. Garnishments.**

An employee's pay shall be subject to attachment, garnishment and execution under such rights, remedies and procedures provided by law. Garnishments are court-ordered pay deductions that must be taken out of an employee's pay by the City and forwarded to another party who is authorized to receive them.

**6.090. Reimbursable Expenses.**

With prior approval from the department head, legitimate expenses will be reimbursed by the City to the employee. Receipts are required to reimburse the employee. Reimbursement may be in the form of petty cash, direct deposit, or a separate check. Records must be kept reflecting the amount of reimbursement each employee has received. Reimbursement for travel and seminars shall be provided in accordance with Chapter 17.

**6.100. Advances.**

The City does not make pay advances to employees.

# CHAPTER 7
# BENEFITS

**7.010 Disclaimer.**
**7.020. Eligibility for Group Health Coverage Under the Affordable Care Act (ACA)**
**7.030. Eligibility.**
**7.040. Medical, Dental and Vision Insurance.**
**7.050. Life Insurance.**
**7.060. Long-Term Disability Insurance.**
**7.070. Accidental Death and Dismemberment Insurance.**
**7.080. Retirement Program.**
**7.090. Social Security.**
**7.100. COBRA Coverage.**
**7.110. Health Savings Account & Flex Spending Account.**
**7.120. Employee Assistance Program.**
**7.130. Community Center Membership.**
**7.140. Health and Wellness.**
**7.150. Termination.**

## 7.010. Disclaimer.

The following provisions briefly describe the City's employee benefits. The City reserves the right to modify or eliminate any employee benefits at any time and for any reason, as permitted by law. For more complete information regarding any of these benefit programs, employees may contact the Human Resources Specialist or the City Manager.

## 7.020. Eligibility for Group Health Coverage Under the Affordable Care Act (ACA)

When Hired:

(a) Employees reasonably expected at date of hire to work full-time, their dependents under age twenty-six (26), and spouse will be eligible for group health coverage as of the first (1st) day of the next month. If Syracuse City hires an employee who falls within the definition of a Seasonal employee, the employee, whether expected to work full-time or not, will have his or her hours tracked using the Look Back measurement method, the same as employees not reasonably expected to work full-time (see sub-paragraph b).

(b) For employees not reasonably expected at date of hire to work full-time, eligibility will be determined by tracking hours worked over a period of twelve (12) months, starting the first (1st) of the month after hire date. If at the end of that period the employee has worked on average at least one hundred and thirty (130) hours per month, the employee will be eligible for group health coverage. This means the employee must work at least one thousand five hundred and sixty (1,560) hours in those twelve (12) months.

(c) The Human Resource Specialist will notify employees that are eligible for group health coverage.

(d) If eligible and the employee chooses to enroll in group health coverage, the coverage will be effective for twelve (12) months following thirteen (13) and a partial month after hire

date.

Ongoing Employee:

(a) Hours worked will be tracked over a twelve (12) month measurement period, starting May 1 each year and ending April 30 the following year. An employee, their dependents under age twenty-six (26), and spouse will be eligible for group health coverage if, at the end of that period, the employee has worked on average at least one hundred and thirty (130) hours per month. This means the employee must work at least one thousand five hundred and sixty (1,560) hours in those twelve (12) months.

(b) The Human Resource Specialist will notify employees that are eligible for group health coverage.

(c) If eligible and an employee chooses to enroll in group health coverage, the coverage will be effective for twelve (12) months starting July 1 of the following year.

(d) This process will repeat each year.

To receive a copy of the full detailed Measurement Method policy, contact the Human Resources Specialist.

**7.030 Eligibility.**

(a) Full-Time Employees. Full-time employees, as defined in Chapter 4, shall be eligible for participation in all of the employee benefits outlined in this Chapter.

(b) Part-Time Employees. Part-time employees, as defined in Chapter 4, are not eligible to participate in the employee benefits except as otherwise provided herein or required by law.

(c) Seasonal Employees. Seasonal employees, as defined in Chapter 4, are not eligible to participate in the employee benefits except as otherwise provided herein or required by law.

(d) Temporary Employees. Temporary employees, as defined in Chapter 4, are not eligible to participate in the employee benefits except as otherwise provided herein or required by law.

(e) Suspended Employees. An employee suspended for disciplinary action reasons shall continue to be eligible for participation in employee benefits as he or she was otherwise qualified for prior to such disciplinary action.

**7.040. Medical, Dental and Vision Insurance.**

(a) Participation. Full-time employees have the option to participate in the medical, dental and vision insurance plans offered by the City. New employees may begin coverage at the beginning of the month following the month in which they were hired. Employees may only make changes to their insurance elections on an annual basis during open enrollment or if they experience a qualifying event.

(b) Premiums. On an annual basis, the City will adopt an insurance premium contribution schedule, including contribution percentages and dollar amounts for both the City and the employee. The premium contribution schedule will be based on the City's financial situation for the upcoming fiscal year.

(c) Leave of Absence. If an employee is on an unpaid leave of absence, that employee will be responsible for making any applicable employee insurance premium payments. Payments for applicable insurance premiums will need to be made on a bi-weekly basis according to the City's pay schedule so as to coincide with the date(s) the premiums would have normally been withheld from the employee's paycheck.

**7.050. Life Insurance.**

(a) Basic Life Insurance. A basic life insurance policy is provided by Syracuse City for each full-time employee, as well as their eligible dependents, at no cost to the employee. This policy will include coverage in the amounts approved by the City Council.

(b) Optional Life Insurance. Full-time employees have the option to enroll in additional life insurance coverage, beyond that provided by Syracuse City, as described in their benefits enrollment packet. Employees will be responsible for any additional premiums associated with optional life insurance elections. Additional premiums, if any, will be deducted through payroll deductions.

**7.060. Long-Term Disability Insurance.**

The City participates in a long-term disability program in accordance with *Utah Code Ann.*' 49-9-101, *et seq*., as amended.

**7.070. Accidental Death and Dismemberment Insurance.**

A basic accidental death and dismemberment policy is provided by Syracuse City for each full-time employee. The policy will include coverage in the amounts approved by the City Council. Employees may, at their discretion, purchase additional accidental death and dismemberment coverage. Additional premiums, if any, will be deducted through payroll deduction.

**7.080. Retirement Program.**

(a) Retirement Systems. The City participates in the Utah Retirement Systems (URS). Eligibility is determined by the Utah State Retirement Law (Title 49). Eligible employees will be enrolled in the system for which they are eligible. Participation and administration of the systems shall be conducted in accordance with State statutes and regulations regarding the same. The City has elected to pick up the member contributions for the Tier I Firefighters.

(b) Tier II Elected and Appointed Officials. For purposes of Utah Retirement Systems (URS) coverage, the City classifies all elected officials as Part-Time. The City classifies appointed Board of Adjustment members, Planning Commission members, and Judge as Part-Time and appointed City Recorder, Treasurer and Police Chief as Full-Time. Eligibility for retirement coverage under URS shall be administered in accordance with the statutory rules governing URS.

(c) Exemption from Retirement Systems. Individuals who are eligible for enrollment in Utah Retirement Systems (URS) in the following positions meet eligibility to exempt with Utah Retirement Systems (URS): elected, appointed, and designated administrative officials. The City has designated the following administrative officials as eligible for exemption out of the Retirement Systems: City Attorney, City Manager, City Recorder, Community and Economic Development Director, Administrative Services Director, Fire Chief, IT Director, Parks and Recreation Director, Police Chief, and Public Works Director. The City will contribute an amount equal to the URS contribution rate into the exempted employee's URS 401(k) plan account. Tier I exemptions are exempting out of the URS Pension Plan. Tier II exemptions are exempting out of the four-year vesting period.

(d) Deferred Compensation Plan. Eligible employees shall be allowed to contribute to the deferred compensation plans provided by the Utah Retirement Systems. The City may match, dollar for dollar, up to four percent (4%) of an employee's base wages that the employee contributes to his or her deferred compensation plan(s), for qualifying and eligible employees. Such City contributions shall not exceed a total of four percent (4%) of the employee's base wages and shall be contributed directly into a URS 401(k) plan account. The determination as to whether or not the City will match deferred compensation contributions will be based on the availability of funds and will be re-evaluated on an "as needed" basis.

**7.090 Social Security.**

All employees of the City are covered by the Old Age, Survivors, and Disability Insurance ("OASDI") and Social Security program as administered by the Federal Government. This is a system of retirement benefits based on employer and employee contributions to public insurance reserves. This is a mandatory Federal program and no guarantee of payment or any benefits under such program is implied by this reference.

**7.100. COBRA Coverage.**

Employees whose employment with Syracuse City is either voluntarily or involuntarily terminated will be eligible for continuation of benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA").

**7.110. Health Savings Account and Flex Spending Account.**

A Health Savings Account (HSA) and a Flex Spending Account (FSA), which are taxed-advantaged financial accounts to help employees pay for out-of-pocket medical and childcare expenses, are made available to Full-Time or benefitted employees of the City. The City may front load a specified contribution amount into eligible employees' HSA account. New hires may be eligible to receive a pro-rated HSA contribution from the City. The determination as to whether or not the City will contribute to HSA accounts will be based on the availability of funds and will be re-evaluated on an "as needed" basis.

**7.120. Employee Assistance Program.**

The City provides an Employee Assistance Program (EAP) where employees and family members living in the same household may receive professional counseling in legal, martial, financial, alcohol, or drug related problems. The counseling is completely confidential.

**7.130. Community Center Membership.**

All Full-Time employees of the City are eligible to receive a family membership to the Syracuse City Community Center at no cost. Only immediate family members living in the same household of the employee may be included in this membership.

**7.140. Health and Wellness.**

In order to promote good health, Full-Time employees are eligible to participate in a fitness activity for up to thirty (30) minutes per regularly scheduled workday, unless authorized by the department head for longer duration, but in no case shall exceed ninety (90) minutes per week. This time must be authorized by the department head and shall not interfere with matters of business. Health and wellness time shall not be considered hours worked for purposes of calculating overtime compensation.

**7.150. Termination.**

Except as otherwise required by law, such as for COBRA continuation of insurance coverage, when an employee is terminated from employment with the City, the City will cease making contributions to the employee's insurance or other benefit plans and no additional continuation of benefit options will be extended to the terminated employee regardless of the nature of their termination.

## CHAPTER 8
## LEAVE

**8.010. Paid Leave.**
**8.020. Leave Without Pay.**
**8.030. Leave Procedures.**
**8.040. Leave Procedures Exceptions.**
**8.050. Unauthorized Absence.**
**8.060. Vacation Leave.**
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**8.080. Holiday Leave.**
**8.090. Family and Medical Leave.**
**8.100. Military Leave.**
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**8.120. Injury Leave.**
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**8.140. Administrative Leave.**

### 8.010. Paid Leave.

Full-time employees are entitled to vacation leave, sick leave and other paid leave as may be established by the City. Except as required by law or as otherwise expressly provided for herein, part-time, and temporary or seasonal employees are not entitled to accrue or receive vacation leave, sick leave, or other paid leave.

### 8.020. Leave Without Pay.

Employees may be granted leave without pay under certain circumstances in accordance with the procedures set forth herein. Full-Time employees that accrue paid leave must exhaust all accrued paid leave options in order to be eligible for leave without pay. Unless otherwise provided by law, such as military or family and medical leave, leave without pay is a privilege and not a right. An employee is considered to be in leave without pay status when they do not work the number of hours required by their regular schedule and are unable to substitute any unworked hours with accrued paid leave. Leave without pay shall not constitute a break in service. Full-Time employees shall not be entitled to the accrual of any vacation leave, sick leave, or holiday leave during the period of leave without pay, but shall be entitled to life insurance, group health insurance, and seniority entitlement as required by law. To the extent permitted by law, Full-Time employees may be required to pay for continuation of insurance benefits while in leave without pay status.

(a) Full-Time Employees. The Department Head may pre-approve leave without pay for up to fourteen (14) calendar days. Requests for leave without pay in excess of fourteen (14) calendar days up to thirty (30) calendar days must be pre-approved by the Department Head and the City Manager. Requests for leave without pay in excess of thirty (30) calendar days must be pre-approved by the City Council.

(b) Part-Time Employees. The Department Head may pre-approve leave without pay for up to thirty (30) calendar days. Requests for leave without pay in excess of thirty (30) calendar days must be pre-approved by the City Manager.

(c) Seasonal and Temporary Employees. The Department Head may pre-approve leave without pay for up to two (2) consecutive weeks. Seasonal and Temporary employees are not eligible for leaves without pay greater than two (2) consecutive weeks.

Leave without pay may be granted for reasons deemed appropriate by the Department Head, City Manager or City Council, as applicable. Employees are expected to apply for leave without pay in advance and in writing setting forth the grounds for the leave.

**8.030. Leave Procedures.**

(a) Leave Requests. Except as provided in Sections 8.040, employees desiring leave, whether paid or unpaid, shall request leave with his or her department head. Failure to schedule non-emergency leave in advance may result in disapproval of the leave and/or disciplinary action if the leave is required to be taken.

(b) Approval. The department head shall approve or deny Employee Leave Requests at his or her discretion, except as otherwise provided herein. Leave approval may be delegated to supervisors as deemed appropriate by each department head. Any Employee Leave Request exceeding fourteen (14) calendar days for Full-Time employees and exceeding thirty (30) calendar days for Part-Time employees requires approval from the City Manager. Any Leave Request for paid leave exceeding one hundred eighty (180) days requires approval from the City Council. Any leave which qualifies or may qualify as Family Medical Leave must be reported to the City Manager and the Human Resources Specialist to ensure that the appropriate notice and records are maintained for such leave. Any department head desiring leave shall consult with the City Manager prior to scheduling such leave to ensure that proper measures have been or will be taken to provide for the proper and efficient functioning of the Department during the department head's absence. In no event shall an employee be allowed to use more paid leave than he or she has accrued. City Manager taking leave of one (1) full working day or greater shall consult with the Mayor and notify department heads and may select an individual employee to manage administrative functions during the absence.

(c) Status. Employees are responsible for keeping his or her supervisor notified on a daily basis, if necessary, of the anticipated return date from leave. For sick leave in excess of three (3) consecutive working days, or two (2) consecutive twenty-four (24) hour fire department duty shifts, or if abuse or excessive use of sick leave is indicated, the department head or the Human Resources Specialist may require a certificate from the employee's physician verifying the employee's illness, stating that such illness prevented or prevents the employee from working, and describing its expected duration. The department head or Human Resources Specialist may also request official documentation of any absence, such as, but not limited to, military leave or jury duty.

(d) Compensation. Employees shall be compensated for paid leave at his or her regular rate of pay.

(e) Records. All paid leave shall be documented on the employee's timecard.

**8.040. Leave Procedures Exceptions.**

Exceptions to the leave procedures set forth in Section 8.030 shall be made in the following instances:

(a) Absence due to Illness. In the event an employee is absent due to illness, the request for leave may be handled by phone, text, or email to his or her supervisor or department head. In the event the supervisor or department head is not available, the employee may notify the City Manager. If a department head is absent due to illness, the department head shall notify the City Manager of such absence. Such notice shall be given no later than normal starting time on each day of the absence unless circumstances surrounding the absence make such notification impossible. The department head, supervisor or City Manager shall respond to the employee to confirm the receipt of absence notification.

(b) Family Accident, Medical or Other Emergency. In the event there is a family emergency or accident where the presence of the employee is required, the employee may take the appropriate leave after notifying his or her supervisor or department head unless circumstances surrounding the absence make such notification impossible. In the event the supervisor or department head is not available, the employee may notify the Human Resources Specialist or the City Manager unless circumstances surrounding the absence make such notification impossible. Such notice shall be given as soon as practical of the emergency.

**8.050. Unauthorized Absence.**

(a) Any unauthorized absence of an employee ~~from duty~~ shall be grounds for disciplinary action, up to and including termination.

(b) Any employee who is absent for three (3) or more consecutive workdays, or two (2) scheduled shifts for fire fighters, without authorized leave shall be deemed to have voluntarily resigned his or her position and employment without notice.

**8.060. Vacation Leave.**

(a) Eligibility. Full-time employees are eligible to accrue vacation leave in accordance with his or her tenure of employment at the rates set forth herein and are eligible to use accrued vacation leave. Except as otherwise expressly provided herein, part-time, temporary, and seasonal employees are not eligible to accrue vacation leave. Vacation leave shall not accrue if an employee was in leave without pay status for any portion of the fourteen (14) day pay period.

(b) Employee Accrual Rates. Eligible employees shall accrue vacation leave at the following rates:

(1) From effective starting date through three (3) years of service, 3.08 hours of vacation leave shall accrue upon completion of each fourteen (14) day pay period (approximately 10 days per year), except that fire fighters working 24-hour shifts shall accrue 4.30 hours of vacation leave upon the completion of each fourteen (14) day pay period.

(2) From four (4) years through nine (9) years of service, 3.69 hours of vacation leave shall accrue upon completion of each fourteen (14) day pay period (approximately 12 days per year), except that fire fighters working 24-hour shifts shall accrue 5.16 hours of vacation leave upon completion of each fourteen (14) day pay period.

(3) From ten (10) years through fourteen (14) years of service, 4.61 hours of vacation leave shall accrue upon completion of each fourteen (14) day pay period (approximately 15 days per year), except that fire fighters working 24-hour shifts shall accrue 6.46 hours of vacation leave upon completion of each fourteen (14) day pay period.

(4) For over fifteen (15) years of service, 6.15 hours of vacation leave shall accrue upon completion of each fourteen (14) day pay period (approximately 20 days per year), except that fire fighters working 24-hour shifts shall accrue 8.61 hours of vacation leave upon completion of each fourteen (14) day pay period.

(c) Accumulation. Employees can accumulate and carry forward a maximum of two hundred forty (240) hours of vacation leave, except that fire fighters working 24-hour shifts shall be allowed to accumulate and carry forward up to three hundred thirty-six (336) hours of vacation leave. Any unused accumulated vacation leave hours in excess of two hundred forty (240) hours, or three hundred thirty-six (336) hours for full-time fire fighters, as applicable, will be forfeited on the employee's anniversary date each year. The employee's anniversary date is their Full-Time hire date.

(d) Utilization. Employees may use up to a maximum of fourteen (14) calendar days of vacation leave as approved by their department head. Any leave greater than fourteen (14) calendar days must be pre-approved by the City Manager

(e) Scheduling. Vacation leave is intended to benefit the employee and employees are encouraged to take such leave in the year in which it is earned. In order to accommodate the efficient management of the City, vacation leave must be scheduled with the employee's department head, or his or her designee, in accordance with the employee leave request procedures set forth herein. All vacation leave requests should be submitted by the employee a reasonable time in advance of the desired time off to his or her department head. The City will try to honor employees' requested vacation dates but retains the right to determine final scheduling order or to change the vacation schedules according to the needs of the City. When necessary due to vacation requests for the same time period, vacation leave will be granted in the order of the employee leave requests in accordance with these policies. Department heads are expected to establish yearly vacation schedules to provide efficient management of the City.

(f) Termination or Change in Status. Upon termination of employment with the City, eligible employees shall be paid for unused vacation leave at his or her regular rate of pay on the following payday. Employees, who transition from full-time employment to part-time employment with the City, shall be paid unused vacation leave at his or her regular rate of pay on the following payday.

(g) Cash Out. Employees may choose to cash out vacation leave up to a specified amount as provided in Chapter 17 for reimbursement of emergency preparedness costs. See Chapter 17 for additional information.

**8.070. Sick Leave.**

The City provides eligible employees with paid sick leave each year to cover approved absences due to illness or other approved reasons as designated herein.

(a) Eligibility. Full-time employees are eligible to accrue sick leave in accordance with the accrual rates set forth herein.

(b) Accrual. Full-time employees shall accrue sick leave at the rate of 3.69 hours upon completion of each fourteen (14) day pay period (approximately 12 days per year), except for fire fighters working 24-hour shifts shall accrue sick leave at the rate of 5.16 hours upon completion of each fourteen (14) day pay period. Employees will begin to accrue sick leave immediately upon being hired by the City. Sick leave shall not accrue if an employee was on leave without pay status for any portion of the 14 day pay period.

(c) Accumulation. Employees can accumulate and carry forward a maximum of one thousand and forty (1,040) hours of sick leave, except that fire fighters working 24-hour shifts shall be allowed to accrue up to one thousand four hundred and fifty-six (1,456) hours of sick leave. Any unused accrued sick leave in excess of one thousand and forty (1,040) hours, or one thousand and four hundred and fifty-six (1,456) hours for full-time fire fighters, as applicable, will be forfeited on the employee's anniversary date each year. The employee's anniversary date is their Full-Time hire date.

(d) Utilization. Sick leave shall not be considered as a privilege that employees may use at their discretion but shall be allowed only in case of necessity and actual sickness or disability of the employee or an immediate family member of the employee. For purposes of this Section, immediate family member shall include the employee's legal or common law spouse, child, foster child, stepchild, brother, brother-in-law, sister, sister-in-law, parent, stepparent, mother-in-law, father-in-law, grandparent, spouse's grandparents, daughter-in-law, son-in-law, or grandchild. Sick leave may be used when the employee is unable to perform regular duties due to illness or disability of the employee or an immediate family member or for visits to the hospital, clinics, doctor's office, or dentist's office for diagnosis or treatment of illness, injury or examination of the employee or an immediate family member. In no event shall employees perform any work of any kind for compensation for any public or private entity or person (including for him or herself) during any period for which sick leave payments are being received from the City, without prior written approval from the City Manager. In no event shall employees be allowed to use more sick leave than he or she has accrued. For sick leave in excess of three (3) consecutive working days, or two (2) consecutive twenty-four (24) hour fire department duty shifts, or if abuse or excessive use of sick leave is indicated, the department head or the Human Resources Specialist may require a certificate from the employee's physician verifying the employee's illness, stating that such illness prevented or prevents the employee from working, and describing its expected duration. Any absence for illness beyond accrued sick leave will result in the employee being carried on vacation leave status to the extent accrued vacation leave is available, and thereafter on leave without pay, to the extent approved by the City and/or required by law.

(e) Separation or Change in Status. Except as otherwise provided herein for qualified retirement with URS, an employee who is terminated from employment with the City, voluntarily or involuntarily, shall not be compensated for unused accrued sick leave. An employee, who retires, other than retirement due to pending disciplinary action, will be compensated for twenty percent (20%) of his or her unused accrued sick leave. Employees, who transition from full-time employment to part-time employment with the City, shall not be eligible or compensated for unused accrued sick leave. Any unused accrued sick leave shall be forfeited at the date of change in status from full-time to part-time. An employee who has submitted their notice to resign may not use sick leave in the final two-weeks of employment, unless the employee provides a doctor note.

(f) Scheduling. Scheduling sick leave is to be done in accordance with the leave procedures set forth in Section 8.030 and 8.040, as applicable.

(g) Cash Out. Employees may choose to cash out sick leave up to specified amount as provided in Chapter 17 for reimbursement of emergency preparedness costs. See Chapter 17 for additional information.

**8.080. Holiday Leave.**

Full-time employees not involved in bona fide law enforcement and fire protection activities shall receive eight (8) hours of holiday pay for each of those days defined herein as legal holidays of the City. Full-Time fire fighters working 24-hour shifts shall accrue 5.16 hours of holiday leave every two (2) weeks in lieu of holiday time off and may accumulate and carry forward a maximum of one hundred and thirty-four (134) hours of holiday leave. Sworn police officers shall accrue 3.69 hours of holiday leave every two (2) weeks in lieu of holiday time off and may accumulate and carry forward a maximum of ninety-six (96) hours of holiday leave. Any unused, accrued holiday leave in excess of these accrual maximums will be forfeited on the employee's anniversary date each year. The employee's anniversary date is their Full-Time hire date. Full-time employees who are in leave without pay status for the workday before or after the applicable holiday will not be eligible for holiday pay or leave accrual. If any designated holiday falls on a Saturday, the preceding Friday shall be the holiday. If any designated holiday falls on a Sunday, the following Monday shall be the holiday. Designated and observed City holidays are as follows:

| | | |
|---|---|---|
| (a) | New Year's Day | January 1st |
| (b) | Martin Luther King Jr. Day | 3rd Monday in January |
| (c) | President's Day | 3rd Monday in February |
| (d) | Memorial Day | Last Monday in May |
| (e) | Independence Day | July 4th |
| (f) | Pioneer Day | July 24th |
| (g) | Labor Day | 1st Monday in September |
| (h) | Columbus Day | 2nd Monday in October |
| (i) | Veteran's Day | November 11th |
| (j) | Thanksgiving Day | 4th Thursday in November |
| (k) | Day after Thanksgiving | 4th Friday in November |
| (l) | Christmas Day | December 25th |

Upon termination of employment with the City, eligible sworn Police Officers and Fire Fighters shall be paid for unused accrued holiday leave at his or her regular rate of pay on the following payday.

**8.090. Family and Medical Leave.**

(a) Purpose. It is the purpose of this Section to provide guidelines for employees regarding leaves of absence in accordance with the Family and Medical Leave Act of 1993, as amended (FMLA or

Act). The provisions set forth herein are intended to comply with such Act, and if any conflict arises or if an issue or definition is not addressed herein, the Act shall control. When referred to herein, the term "Act" shall include all federal rules and regulations promulgated pursuant to authority of the Act, including, but not limited to, provisions set forth in 29 C.F.R. Part 825, as amended. The provisions of this Section are also intended to comply with the National Defense Authorization Act, enacted January 28, 2008, as Public Law 110-181, and the amendments to the FMLA adopted therein.

(b) Eligible Employees. Employees eligible for Family and Medical Leave Act leave as provided herein include employees who: (1) have been employed by the City for at least twelve (12) months; and (2) have been employed by the City for at least one thousand two hundred fifty (1,250) hours of service during the 12-month period immediately preceding the commencement of the leave.

(c) Qualifying Reasons for Leave. Eligible employees shall be entitled to FMLA leave for circumstances qualifying for FMLA leave under the Act, which qualifying reasons are summarized as follows:

(1) For the birth of a son or daughter of the employee and to care for the newborn child;

(2) For the placement with the employee of a son or daughter for adoption or foster care and to care for such son or daughter;

(3) To care for the employee's spouse, son, daughter, or parent with a serious health condition; or

(4) Because of a serious health condition that makes the employee unable to perform the functions of the employee's job;

(5) Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation;

(6) To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember.

d) Amount of Leave. Except in the case of leave to care for a covered servicemember with a serious injury or illness under Subsection (c)(6), an eligible employee's FMLA leave entitlement is limited to a total of twelve (12) workweeks of leave during any "12-month period," as defined in Subsection (e), for any one or more qualifying reasons. An eligible employee's FMLA leave entitlement is limited to a total of twenty-six (26) workweeks of leave during a "single 12-month period," as defined in Subsection (e), to care for a covered servicemember with a serious injury or illness. During the "single 12-month period," as defined in Subsection (e), an eligible employee's FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reasons as more particularly provided in the Act.

(e) Designation of 12-Month Period. Except in cases of leave to care for a covered servicemember with a serious injury or illness under Subsection (c)(6), for purposes of determining the "12-month period" in which the twelve (12) weeks of leave entitlement occurs, the City uses a 12-month "rolling" measurement period also known as the look-back measurement period. The 12-Month "rolling"

measurement period is measured backward from the date an employee uses any FMLA leave. Under this measurement period, each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months. In cases of leave to care for a covered servicemember with a serious injury or illness, for purposes of determining the "single 12-month period" in which the twenty-six (26) weeks of leave entitlement occurs, the City is required to use a 12-month period measured forward from the date of an employee's first FMLA leave to care for the covered servicemember begins.

(f) Employee Notice Requirements.

(1) General Notice. Except as otherwise provided in the Act, an employee giving notice of the need for FMLA leave does not need to expressly assert rights under the Act or even mention the FMLA to meet his or her obligation to provide notice, although the employee does need to state a qualifying reason for the needed leave and must otherwise satisfy the notice requirements set for herein.

(2) Customary Leave Procedures. Except as otherwise prohibited by the Act and unusual circumstances, employees shall comply with the City's customary notice and procedural requirements for requesting leave as more particularly set forth in Chapter 8 of these Policies and Procedures.

(3) Notice for Foreseeable Leave. An employee must provide the City at least thirty (30) days advance notice before FMLA leave is to begin if the need for the leave is foreseeable. If thirty (30) days' notice is not practicable, notice must be given as soon as practicable. Such notice shall comply with the provisions of 29 C.F.R. § 825.302, as amended.

(4) Notice for Unforeseeable Leave. When the approximate timing of the need for FMLA leave is not foreseeable, the employee must provide notice to the City as soon as practicable under the facts and circumstances of the particular case. Such notice shall comply with the provisions of 29 C.F.R. § 825.302, as amended.

(5) Failure to Comply. When an employee fails to give the required notice as provided herein or as required by the Act, FMLA coverage may be delayed in accordance with applicable provisions of the Act.

(g) Employer Notice Requirements.

(1) General Notice. The City is required to post a notice explaining the Act's provisions and providing information concerning the procedures for filing complaints of the violations of the Act with the Wage and Hour Division. Such notice shall be posted prominently and the text must be large enough to be easily read. In addition, the City shall provide general notice to each employee by including the notice in any employee handbook or other written guidance to employees concerning employee benefits or leave rights. In compliance with these notice requirements, a copy of the Employee Rights and Responsibilities (WH Publication 1420) is attached hereto as Appendix D and incorporated herein by this reference.

(2) Eligibility Notice. When an employee requests FMLA leave, or when the City acquires knowledge than an employee's leave may be for an FMLA-qualifying reason, the City must notify the employee of the employee's eligibility to take FMLA leave within five (5) business days, except in extenuating circumstances as provided by the Act. The employee eligibility notice

must state whether the employee is eligible for FMLA leave under the terms and provisions of Subsection (b) of this policy and the provisions of 29 C.F.R. § 825.110(a). If the employee is not eligible for FMLA leave, the eligibility notice must state at least one reason why the employee is not eligible, such as the number of hours or months the employee has been employed by the City. Notification of eligibility may be oral or in writing, and, if in writing, may be in the form of the hereto and incorporated by this reference.

(3) Rights and Responsibilities. The City shall provide written notice detailing the specific expectations and obligations of the employee taking FMLA leave and explaining any consequences of failure to meet such obligations in accordance with the provisions of the Act. The rights and responsibilities notice shall be provided to the employee each time the eligibility notice is provided pursuant to Subsection (g) (2). If leave has already begun, the notice should be mailed to the employee's address of record. The rights and responsibilities notice shall include all required information as provided in 29 C.F.R. § 825.300, as amended, and shall be substantially in the form of the Notice of Eligibility and Rights & Responsibilities (Form WH-381). ~~set forth in Appendix E, attached hereto and incorporated herein by this reference~~.

(4) Designation of Leave. Pursuant to the Act, the City is responsible for designating leave as FMLA-qualifying and for giving notice of the designation to the employee as provided in 29 C.F.R. § 825.300, as amended. Once the City enough information to determine whether the leave is being taken for a FMLA-qualifying reason (e.g. after receiving a certification), or has acquired knowledge that the leave is being taken for a FMLA-qualifying reason, the City must notify the employee whether the leave will be designated and counted as FMLA leave within five (5) business days, except in extenuating circumstances as provided in the Act. The designation notice must be in writing and shall be substantially in the form of the Designation Notice (Form WH-382) ~~set forth in Appendix F, attached hereto and incorporated herein by this reference~~.

(h) Certification of Health Care Provider. The City may require the employee to provide certification from a health care provider regarding the necessity of the FMLA leave in accordance with and subject to provisions of the Act, including, but not limited to 29 C.F.R. § 825.305, et. Seq., as amended. Medical certification shall be substantially in the form of the Certification of Health Care Provider for Employee's Serious Health Condition (Form WH-380E), ~~as set for in Appendix G, attached hereto and incorporated herein by this reference~~, or the Certification of Health Care Provider for Family Member's Serious Health Condition (Form WH-380F), ~~as set forth in Appendix H, attached hereto and incorporated herein by this reference~~. Certifications for a qualifying exigency shall be substantially in the form of the Certification of Qualifying Exigency for Military Family Leave (Form WH-384)~~, as set forth in Appendix I, attached hereto and incorporated herein~~. Certification for FMLA leave taken to care for a covered servicemember with a serious injury or illness shall be substantially in the form of the Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave (Form WH-385~~), as set forth in Appendix J, attached hereto and incorporated herein~~. Certification for FMLA leave taken to care for a Veteran with a serious injury or illness shall be substantially in the form of the Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave (Form WH-385V~~), as set forth in Appendix K, attached hereto and incorporated herein~~.

(i) Reporting. The City may require the employee on FMLA leave to report periodically to the City on the employee's status and intent to return to work in accordance with and subject to provisions of the Act, including, but not limited to, 29 C.F.R. § 825.311, as amended.

(j) Fitness for Duty. As a condition of restoring an employee whose FMLA leave was occasioned by the employee's own serious health condition that made the employee unable to perform

the employee's job, it is the City's uniformly-applied policy to require all employees who take leave under such conditions to obtain and present certification from the employee's health care provider that the employee is able to resume work. The City may see fitness-for-duty certification only with regard to the particular health condition that caused the employee's need for FMLA leave. In order to require the fitness-for-duty certification, the City shall provide the employee with a list of essential function of the employee's job with the designation notice provided in Subsection (g)(4). NO second or third opinions on a fitness-for-duty certificate may be required. All fitness-for-duty certifications shall be in accordance with and subject to applicable provisions of the Act, including, but not limited to, 29 C.F.R. § 825.312, et. seq., as amended.

(k) Intermittent Leave. Intermittent leave or reduced schedule leave may be taken under certain circumstances in accordance with and subject to provisions of the Act, including, but not limited to, 29 C.F.R. § 825.202, et. seq., as amended.

(l) Leave Protection.

(1) Compensation. Employees shall be required to use accrued paid vacation, sick, and other leave hours for FMLA leave provided herein to the extent such FMLA leave qualifies as sick leave under provisions of this Chapter. Any leave not covered by previously accrued paid vacation and sick leave shall be permitted as leave without pay in accordance with the provisions set forth herein. To the extent permitted by law, it is the intent of the City that all paid leave substituted for unpaid FMLA leave run concurrently with and be counted as FMLA leave.

(2) Duties. Employees shall not perform any job duties including answering work calls, responding to work e-mails, etc. while on FMLA leave, unless the leave is being taken intermittently and the work is not being performed during the FMLA leave time.

(3) Make-up Time. With approval of the Department Head and the City Manager, an employee on intermittent leave may work an alternative work schedule that is outside of his or her regularly scheduled hours to make-up for compensation that is lost while on intermittent FMLA leave as long as operations and productivity can be maintained. Approved make-up hours will not be deducted from the employee's FMLA entitlement bank.

(4) Position. Except as otherwise provided in the Act, employees who take FMLA leave shall be entitled, on return from such leave, to be returned to the same position the employee held when the FMLA commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The employee may be denied restoration of his or her position in accordance with and subject to provisions set forth in the Act.

(5) Benefits. The taking of family or medical leave shall not result in the loss of any employment benefits accrued prior to the date on which the leave commenced, other than the required use of vacation and sick leave. An employee's entitlement to benefits other than group health benefits during a period of FMLA leave shall be determined in accordance with the City's policy for providing such benefits for the type of leave taken; i.e. paid or unpaid, as applicable. The City's right to recover costs incurred by the City for non-health plan benefits during FMLA leave shall be determined by applicable provisions of the Act.

(6) Insurance. The City shall maintain coverage for the employee under any "group health plan" during any FMLA leave at the level and under the conditions of coverage the employee would have been provided had the employee had been continuously employed during the FMLA leave period as required by the Act and applicable provisions of COBRA. The employee shall be responsible for any premiums which had been paid by the employee prior to FMLA leave. If FMLA leave is substituted for paid leave, the employee's share of the premiums must be paid by the method normally use during any paid leave, such as payroll deduction. If the FMLA leave is unpaid, the applicable policies for payment by employees on leave without pay will be followed. The City may recover its share of health plan premiums during a period of unpaid FMLA leave from an employee if the employee fails to return to work after the employee's FMLA leave entitlement has been exhausted or expired, unless the reason the employee does not return is due to exemptions set forth in 29 C.F.R. § 825.213, as amended.

(m) Records. The City shall make, keep, and preserve records pertaining to FMLA leave in accordance with the Act. Access and maintenance of such records shall be subject to the requirements of the Utah Government Records Access and Management Act, as set forth in *Utah Code Ann*. §§ 63-2-101, *et seq*., as adopted and amended by the City. Documents relating to medical certifications, recertification, and fitness for duty or medical histories of employees or employees' family members shall be treated as confidential medical records as per state and federal law. All forms related to FMLA as mentioned above can be obtained from the Human Resource Manager.

**8.100. Military Leave.**

Employees who enter active service in any branch of the armed forces of the State of Utah or of the United States shall be granted a leave of absence from employment with the City during his or her military service to the extent required by State and Federal law, including provisions regarding "Governmental Employees in Military Service," as set forth at *Utah Code Ann*. ' 39-3-1, *et seq*., as amended, and the Uniformed Services Employment and Reemployment Rights Act of 1994, as set forth in 38 U.S.C. §§ 4301, *et seq*., as amended. Military personnel may also be eligible for family leave in accordance with the provisions of the National Defense Authorization Act, Public Law 110-181, and the Family Medical Leave Act of 1993, as amended. Such leave is more particularly described in Section 8.090 of these Policies and Procedures regarding Family and Medical Leave. Employees who need leave due to the Military and who wish to be reinstated after Military Leave ends shall notify the ~~Human Resource Specialist~~Human Resource Manager as soon as possible to ensure leave is processed according to Federal, State, and local laws.

**8.110. Jury Duty Leave.**

The City recognizes the duty of its employees as citizens to serve on juries or as court witnesses. Employees, who are required to miss work as a result of being summoned to serve on a jury, or have been subpoenaed to appear as a witness, will be paid for regularly scheduled hours ~~may be eligible for paid leave~~ during such jury duty and witness periods, less compensation received by the employee for such services, for a period of time not to exceed sixty (60) days. The employee will be required to turn over check paid by the court to the City. This Section does not apply when an employee appears in court on his or her own behalf, such as a traffic offense or as a party to a lawsuit. Employees appearing in

court on behalf of the City in their official capacity shall be paid their regular rate of pay as hours worked in accordance with applicable provisions of the Fair Labor Standards Act.

**8.120. Injury Leave.**

An employee injured on the job must report the injury in accordance with reporting procedures set forth in Chapter 14. Employees injured during performance of their job duties are covered by Worker's Compensation Insurance as provided by State law and shall be compensated for such leave in accordance therewith.

**8.130. Funeral Leave.**

Full-Time Employees may be granted up to three (3) days or up to twenty-four (24) hours of paid funeral leave to attend the funeral of the employee's legal or common law spouse, child, step-child, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, parent, step-parent, mother-in-law, father-in-law, grandparent, spouse's grandparents, daughter-in-law, son-in-law, or grandchild. If additional time is needed, the employee may use accrued sick or vacation leave with department head approval. Employees must follow the procedures outlined in the Vacation Leave policy for funeral of friends or family members not on this list.

**8.140. Administrative Leave.**

Employees may be placed on paid administrative leave pending investigation or disciplinary action in accordance with and subject to the provisions set forth in Chapter 22.

## CHAPTER 9
## EMPLOYEE CONDUCT

**9.010. Employee Vision and Mission Statements.**
**9.020. Public Relations.**
**9.030. Working Relations.**
**9.040. Personal Appearance.**
**9.050. Uniforms.**
**9.060. Employee Ethics.**
**9.070. Honesty.**
**9.080. Confidentiality.**
**9.090. Attendance.**
**9.100. Outside Employment.**
**9.110. Personal Activities.**
**9.120 Political Activities.**
**9.130. Social Networking**
**9.140. Smoking.**
**9.150. Consensual Romantic Relationships.**
**9.160. Workplace Violence.**
**9.170 Credit Cards.**
**9.180. Gifts, Awards, and Prizes.**
**9.190. Solicitation, Distribution and Posting of Materials.**

### 9.010. Employee Vision and Mission Statements.

The vision statement for Syracuse City employees, as identified and developed by the employees, is: "*Always setting the standard for providing quality customer service in every aspect of municipal government*." The mission statement for Syracuse City employees, as identified and developed by the employees, is: "*We, the employees of Syracuse City, with citizen involvement, will provide quality municipal services to enhance and simplify the lives of our citizens."*

### 9.020. Public Relations.

Syracuse City is a public entity whose purpose, among others, is to provide professional public services to its citizens. Employees are expected to be courteous, cooperative, diplomatic, and discrete in dealing with the public (face to face, telephone conversations and written correspondence, including email, text, and voice messages). Employees shall treat all citizens equally and with respect and professionalism. Employees shall not participate in or encourage the use of threatening or offensive conduct or language toward the public. Complaints or concerns expressed by citizens are to be promptly reported or referred to the appropriate supervisor. When an employee is uncertain of the correct response to an inquiry or request from the public, he or she should refer the inquiry to the individual or the department which can provide the most satisfactory response to the inquiry. It is better to admit lack of knowledge than to provide erroneous information.

### 9.030. Working Relations.

Employees are expected to maintain a productive and supportive working relationship with others

in the course of carrying out their responsibilities. They shall also encourage teamwork, support team efforts, communicate in a constructive manner and exhibit good listening skills. Employees shall be courteous and cooperative with those they work with and consistently treat others equally and with respect and professionalism. Employees shall not participate in or encourage the use of threatening or offensive conduct or language towards other officers or employees and shall not use cultural, ethnic, racist, and sexist remarks.

**9.040. Personal Appearance.**

Impressions gained by the public visiting the office or dealing with City employees at any location are very important to the City as a public entity. Consequently, employees are expected to take pride in their appearance grooming (including facial hair) and to dress in a neat and clean manner. The City's standards of dress are defined as "business casual" for office employees and employees who have regular contact with the public. Employees in departments that have specific uniform standards shall follow the uniform guidelines set by that department. Additional standards may be adopted by departments.

(a) Appropriate Dress. Traditional business attire; dress or casual slacks or leggings, i.e. khakis, capri pants, casual dress-length dresses or dress-length skirts, or maxi-length skirts or dresses; shirts or blouses; open collared shirts or sweaters, i.e., golf shirts or polo shirts; blazers, sport coats, vests, or cardigans.

(b) Inappropriate Dress. Jeans or denim; t-shirts (except for city logo shirts); halter or spaghetti strap tank top (unless covered by a jacket); tube top; revealing or low-cut clothing or clothing showing bare midriffs; shorts of any kind; miniskirts; sweat suits or other athletic clothing; hats. (see subparagraph (c))

(c) Jeans or denim pants, shorts, hats, and tennis shoes may be worn if they are appropriate for the position (Maintenance Worker, Recreation Assistant, etc.) or for the job duties of the day. Jeans must not have holes or be frayed.

(d) Body piercing other than earrings should not be visible.

(e) Visible tattoos are discouraged, but will be allowed if they are not violent, offensive, or pornographic.

On Fridays or any other designated day, the City may allow employees to dress in a more casual fashion than is normally required and jeans or denim pants in good condition and tennis shoes may be worn. Jeans must not have holes or be frayed. On these occasions, employees are still expected to present a neat appearance and are not permitted to wear ripped, disheveled or similarly inappropriate clothing.

Any employee who does not meet the standards of this policy will be required to take corrective action. The employee may be sent home and directed to return to work in proper work attire. Time missed because of failure to comply with this policy will not be considered as hours worked. The employee's supervisor and/or department head is responsible for providing individual feedback to employees who do not meet the City's standards of dress. Violation of this policy may result in disciplinary action up to and including termination.

**9.050. Uniforms.**

Uniforms or uniform allowance may be provided to personnel of certain departments as authorized by the City. Employees in departments that require uniforms must adhere to department uniform standards unless otherwise directed by the department head. Uniforms shall be kept as neat and presentable as working conditions permit.

**9.060. Employee Ethics.**

All employees are required to adhere to legal, moral, and professional standards of conduct, including conflicts of interest, in the fulfillment of their duties with the City and shall demonstrate the highest ideals of honor and integrity in all public and personal relationships to merit the respect, trust and confidence of the public. Employees shall adhere to the provisions of the Municipal Officers' and Employees' Ethics Act, as set forth in *Utah Code Ann*. ' 10-3-1301, *et seq*., as amended. The appropriate disclosure statement, as required by the Act, shall be filed with the Mayor when required in accordance with the Act. Employees are encouraged to discuss and raise any questions or concerns regarding public employees' ethical duties with their department head or the Human Resources Specialist when such questions arise. Employees shall fill out and sign the Ethics Pledge (See Appendix EL) annually and turn into the ~~HR Specialist~~Human Resource Manager.

**9.070. Honesty.**

Employees shall be honest in the performance of their duties and responsibilities for the City and in their dealings with the public.

**9.080. Confidentiality.**

Unauthorized disclosure of privileged, private, and/or confidential information is prohibited and shall be grounds for disciplinary action, up to and including termination.

**9.090. Attendance.**

Regular attendance and punctuality are essential to providing high quality work, service to the public, and to avoid extra work for fellow employees. Employees shall be to work on time and shall perform duties during work hours as provided herein. Employees shall comply with the leave procedures set forth in Chapter 8 when leave is necessary.

**9.100. Outside Employment.**

In order to reduce mental and physical fatigue, limit conflicts of interest, and reduce liability insurance expenses, no Full-Time employee shall be permitted to engage in any outside employment except as provided herein. Any Full-Time employee desiring to engage in outside employment or has any change in outside employment status must fill out and submit the Notice of Second Employment form (See Appendix FM) and turn it in to his or her department head. The department head shall review the request or status change based on the considerations set forth in this Section and make a recommendation to the City Manager regarding the same. The City Manager shall review the request for outside employment and approve or deny the same based on the following considerations:

(a) whether the outside employment will in any way interfere with the employee's ability to meet the City's work schedule, including reasonable overtime and standby assignments;

(b) whether the outside employment will be directly connected with or contingent upon a representation that the employee is in any way representing the City, either directly or indirectly;

(c) whether the outside employment is consistent and appropriate with the employee's position held with the City; and

(d) whether the outside employment will interfere with the employee's physical, mental, or emotional ability to fully and completely discharge the job duties of his or her City position.

The City Manager shall notify the Human Resources Specialist of any approved outside employment request and such request and approval shall be retained with the employee's personnel records. The City reserves the right to cancel an approval for outside employment when it is deemed such employment is not in the City's best interest. Any employee engaged in outside employment without prior approval required herein may be subject to discipline up to and including termination. City employees may not use City equipment or uniforms in connection with outside employment, nor may they engage in outside employment while on City time. In no event shall any full-time outside employment be permitted for full-time employees. Employees may not accept other employment which might impair his or her independence of judgment in the performance of his or her public duties as an employee of the City or which might interfere with the ethical performance of such duties.

**9.110. Personal Activities.**

Employees shall not perform personal business during working hours and shall not use City owned property in support of outside interests and activities. Employees are to pursue personal and outside activities on the employee's own time away from City facilities and offices. Employees shall arrange for annual leave or compensatory time off in advance to pursue personal and outside interests. Use of City computers, equipment and vehicles shall be limited to and conducted in accordance with applicable provisions of Chapter 18 and Chapter 19.

**9.120. Political Activities.**

Employees shall not be coerced to support a political activity. An employee shall not use, discriminate in favor or against any person or applicant for employment based on political activities. Employees shall not engage in political activities during working hours. Employees shall not use City owned equipment, supplies or resources, or other expenses when engaged in political activities. The City and its public officials are subject to the Political Activities of Public Entities Act, as set forth in *Utah Code Ann*. §§ 20A-11-1201, *et seq*., as amended.

**9.130. Social Networking.**

Employee's participating on internet social networking sites (facebook, Twitter, etc.) must use appropriate discretion to not discredit or disparage the City or themselves as employees of the City. In order to achieve and maintain the public's highest level of respect, employees are expected to follow the standards of conduct below.

(a) Except in the performance of an authorized duty, any use of department equipment to access social networking sites, blogs, or bulletin boards while on duty is prohibited except under limited circumstances at the discretion of the City Manager. If an employee is authorized to access social networking sites while on duty the employee must refrain from excessive use.

For the purposes of this section, “excessive” means accessing a site(s) to the point that it interferes with the City’s operations or the employee’s ability to properly perform his or her duties, as determined by his/her Supervisor, Department Head, or the City Manager.

(b) Employees shall not post, transmit, and/or disseminate information (texts, pictures, video, audio, etc.) to the internet or any other forum that would tend to discredit, disparage, or reflect unfavorably upon the City or its employees. Any inappropriate or unsatisfactory occurrences observed should be addressed with the employee’s immediate supervisor.

(c) Personal Social Networking Account Posts. Employees are prohibited from posting, transmitting, and/or disseminating any photographs, video or audio recordings, likenesses or images of department logos, emblems, uniforms, badges, patches, marked vehicles, equipment or other material that specifically identifies Syracuse City or any department without the express written permission of their department head.

(d) City Sponsored Social Networking Account Posts. Only authorized employees within the scope of assigned job duties shall post on City sponsored websites representing the City.

(e) Upon request from their department head, employees are to remove any content that is in violation of this policy in a reasonable and prompt manner. Moderation or removal of content posted by the Public on such sites shall be consistent with personal amendment principles.

Violations of this policy may subject an employee to disciplinary action, up to and including termination. Content posted to the internet has the potential to be shared broadly, including individuals with whom you did not intend to communicate. Employees are strongly discouraged from posting information regarding off duty activity that may bring their reputation into question. Nothing in this policy is intended to prohibit or infringe upon any employee’s communication, speech or expression that has been clearly established as protected or privileged.

**9.140. Smoking.**

In compliance with the Utah Indoor Clean Air Act, as set forth in *Utah Code Ann*. §§ 26-38-1, *et seq*., as amended, smoking, including the use of electronic cigarettes, is not permitted in Syracuse City facilities. The City also prohibits smoking and the use of electronic cigarettes in City owned vehicles or while an employee is on-duty.

**9.150. Consensual Romantic Relationships.**

(a) Background. It is not the City’s desire to discourage friendship among employees, however, it is recognized that consensual “romantic” or sexual relationships between supervisors and their subordinates could lead to actual or perceived conflicts of interest, favoritism, or sexual harassment. The purpose of this policy is to protect employees from coercive or hostile relationships that may damage morale and reduce productivity because of bias, favoritism, or harassment.

(b) Relationships between a supervisor and a subordinate:

(1) Consensual “romantic” or sexual relationships between a supervisor and a subordinate are prohibited, as well as any conduct, such as dating, that is designated or may reasonably be expected to lead to the formation of a “romantic” or sexual relationship. Persons should not be hired, promoted, transferred, or otherwise changed into a position where the

supervisor and subordinate have had such a relationship within the last two (2) years. Where such a relationship existed beyond two (2) years ago, the department head in consultation with the Human Resources Specialist will review the specific circumstances to determine whether or not to approve the action.

(2) If such a relationship should develop, the supervisor is obligated to promptly disclose the existence of the relationship to the department head and/or the Human Resources Specialist. The employee may make the disclosure as well, but the burden of doing so is upon the supervisor.

(3) The department head should inform the Human Resources Specialist and the City Manager, in consultation with the Human Resources Specialist, and the City Manager others with a need-to-know basis of the existence of the relationship, including the person responsible for the employee's work assignments will be informed. Upon being informed or learning of the existence of such a relationship, the Human Resources Specialist, in consultation with the department head and the City Manager, may take steps that he/she deems appropriate. At a minimum, the subordinate and supervisor will not thereafter be permitted to work together on the same matters (including matters pending at the time disclosure of the relationship is made), and the supervisor must withdraw from participation in activities or decisions (including, but not limited to, hiring, evaluations, promotions, compensation, work assignments, and discipline) that may reward or disadvantage any employee with whom the supervisor has or had had such a relationship. The supervisor may be subject to disciplinary action, up to and including termination.

(4) Any person who believes that he or she has been affected by such a relationship, notwithstanding its disclosure, shall report the matter in accordance with the procedures set forth in Chapter 10 regarding sexual harassment.

(c) Dating relationships between other employees:

(1) Dating relationships between other employees are permitted, however both employees have a responsibility to notify their department head when dating begins to document that the relationship is consensual and welcome. Employees will be instructed to inform the department head when/if the relationship ends. Employees involved in a dating relationship may not be promoted or transferred to a supervisor position where one will be a direct or indirect supervisor over the other.

(2) The City's implementation of this policy is not intended to inhibit the social interaction (such as lunches, dinners, or attendance at entertainment events) that are or should be an important part or extension of the working environment.

(3) This policy shall apply without regard to gender and without regard to sexual orientation of the participants in a relationship of the kind described.

**9.160. Workplace Violence.**

(a) Purpose. Syracuse City is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, Syracuse City has adopted the following policies and guidelines to deal with intimidation, harassment, or other threats of or actual violence that may occur during business hours or on its premises. It is the purpose of this policy to communicate to all employees of the City and all persons conducting business with or served by the

City that intimidation, harassment, or other threats of or actual violence within the workplace is prohibited and shall not be tolerated.

(b) Policy. All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of Syracuse City unless the employee has a valid permit issued or recognized by the State of Utah and has notified the department head and the City Manager in writing. Conduct that threatens, intimidates, harasses, coerces, or harms another employee, a customer, or a member of the public will not be tolerated.

(c) Reporting. Any intimidating, threatening, or harassing conduct, and any threats of or actual violence, both direct and indirect, should be reported as soon as possible to the employee's immediate supervisor, any department head, the ~~Human Resource Specialist~~Human Resource Manager, the City Attorney, or the City Manager. Such supervisor or department head shall notify the ~~Human Resource Specialist~~Human Resource Manager and/or the City Manager as soon as possible. Intimidating, threatening or harassing conduct by employees, as well as conduct by members of the public should be reported. Reports of such conduct should be as specific and detailed as possible. Employees are empowered to contact the proper law enforcement authorities without first informing their supervisor or department head if they believe a threat to the safety of others exists. All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Employees should not place themselves in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

(d) Investigation. Syracuse City will promptly and thoroughly investigate all reports of intimidating, threatening, or harassing conduct, threats of or actual violence, and suspicious individuals or activities, as deemed appropriate under the circumstances.

(e) Employee Responsibility. Syracuse City encourages employees to bring their disputes or differences with other employees to the attention of their supervisor or the City Manager before the situation escalates into potential harassment or violence. Syracuse City is eager to assist in the resolution of employee disputes. Such prompt reporting and discussion will assist the City in eliminating any intimidation, harassment and/or workplace violence at an early stage and in reducing or eliminating any resulting harm.

(f) Discipline. Any violation of this policy by City employees shall result in disciplinary action, up to and including termination.

**9.170. Credit Cards.**

Syracuse City credit cards shall be used for official business only. See Chapter 17 for additional information.

**9.180. Gifts, Awards, and Prizes.**

(a) Employees shall avoid the appearance of conflicts of interest or favoritism. The following apply to the receipt of gifts, awards, or prizes. In some cases, they will be more restrictive than the minimum standards established under Utah law.

(b) In all cases, "quid pro quo" (something for something) is prohibited. In other words, it is prohibited to receive a gift or item:

(1) That would create the appearance of bribery;
(2) under any circumstance that suggests the gift is directly connected to a specific transaction or contemplated transaction (i.e. awarding city contracts, land use applications, etc.)

(c) Unless prohibited by subsection (b), Employees are permitted to accept gifts or prizes under the following circumstances:

(1) Gifts or food valued less than $50 (cumulative per vendor/customer/resident, per year), or

(2) Gifts or food distributed to all attendees or randomly at conferences or other events, such as t-shirts, door prizes, drawing prizes, trade show bags, or food.

(d) This section does not apply to:

(1) Awards presented by Syracuse City to an employee;

(2) Awards publicly presented in recognition of public services;

(3) Gifts from family members or friends, provided that the friendship arose prior to or outside of the context of City employment, unless the criteria in subsection (b) apply.

(e) Employees should not receive any gift identified in this policy as prohibited. If an employee or department receives an unacceptable item, it should be returned to the giver with an explanation that receiving such gifts would violate City policy. In cases where this is not feasible:

(1) Food items may be shared in a central location where all employees may enjoy them;

(2) The item may be delivered to human resources for distribution to other employees on a random basis such as a door prize at a City party; or

(3) The item may be donated to a charitable organization, which donation shall be documented with a receipt.

**9.190. Solicitation, Distribution and Posting of Materials.**

In an effort to protect employees from unwanted solicitations that can interfere with work duties and productivity or create tension and discord among employees, the City has adopted the following rules.

Employees shall not solicit or ask other employees to purchase goods or services, make donations or contributions, or join or support particular groups or causes in any work area during

employees' work time, except for City sponsored activities, City association activities, or as required by local or Federal law. Employees shall not distribute any solicitation literature or written materials that are not job-related using City email or equipment. However, employees may put literature or written materials in the breakroom for other employees to read and participate on their own time. The City Manager may make occasional exceptions to the above rules as deemed necessary.

Anyone who is not an employee is prohibited from entering our premises at any time to solicit support from employees for any organization or cause; or to otherwise proselytize, distribute literature, or sell or market products/services to our employees. Exceptions to this rule may be made only for vendors or service representatives whose purpose is strictly related to City business functions and purposes or with prior approval of the City Manager.

## CHAPTER 10
## CASH RECEIPTING AND DEPOSIT POLICY

**10.010. Objective.**
**10.020. Cash Receipts.**
**10.030. Deposit Reconciliation.**
**10.040. Compliance.**

### 10.010. Objective.

Establish a uniform control design for all departments that receive cash. This policy has been developed by the Administrative Services Director who ultimately is responsible for the overall design and implementation of organizational controls. This policy will be adjusted for changes in systems and organizational structure at which time the Administrative Services Director will propose changes to the City Council for review and approval.

### 10.020. Cash Receipts.

(a) The Administrative Services Director has approved cash receipting locations at the community center, police department (limited to checks and credit cards only), fire department (limited to checks and credit cards only), public works, post office, court, utilities, and community and economic development departments. Any other cash receipting locations must be pre-approved by the Administrative Services Director.

(b) All cash funds received are entered into the accounting system at the time of the transaction. Receipts will be given to the customer. If the cash transaction occurs at the police or fire department, the customer will be directed to complete their payment at city hall in the utilities department so that it can be accounted for in the accounting system before the customer leaves.

(c) At the end of each day the person responsible for receiving cash will close out their cash drawer and place the cash, checks and credit card receipts in a secure (locked) place. The next morning the utility department staff will reconcile the system generated report to the cash and checks in the drawer. Once complete, the utility department staff will make a deposit to the bank within three business days. The community center staff will count and reconcile its cash and check receipts with the system generated report and will make a separate deposit to the bank within three business days.

(d) Every effort should be made to ensure large quantities of cash are not on hand at any location overnight. If a location has a large transaction or series of transactions leaving cash on hand over $5,000 the deposit should be made in the same day.

(e) Syracuse City has installed and maintains surveillance systems in offices receiving funds. Surveillance evidence will be maintained for 30 days.

(f) Mail will be opened in the presence of two or more employees and any correspondence containing payments will be removed and processed prior to distributing mail to individual persons or departments.

(g) Void/adjusted transactions. If a transaction needs to be voided or adjusted, it should be done by someone who does not receive cash. Where this is impractical, the utility billing supervisor will initiate the voided receipt. The accounting system tracks all voided receipts and is reviewed during the bank reconciliation process.

**10.030. Deposit Reconciliation.**

(a) The utility office employees will receive funds from other departments, count the funds, compare the amount received to the supporting documentation provided and ensure that it matches the accounting records.

(b) At the beginning of each day, the utility office will compile all cash and checks received from the previous day, match the total to the total receipts in the accounting system, and create a deposit slip. These are deposited with the bank within three business days.

(c) Copies of deposit slips are maintained and used to reconcile bank statements to the accounting records.

(d) The finance office will review the revenue recorded into the accounting system with the copy of the deposits to ensure correct recording of cash. Where practicable the system should be designed to only allow receipts for cash receipts to be recorded to accounts that pertain to that office or department.

**10.040. Compliance.**

Failure to comply with any aspect of this policy or related policies outlined in this Policy Manual may result in the disciplinary action, up to and including termination.

## CHAPTER 11
## REPORTING FRAUD AND ABUSE POLICY.

**11.010. Definition.**
**11.020. Reporting Fraud or Abuse.**
**11.030. Complaints, Investigations, Review, and Enforcement.**
**11.040. Whistleblower Protection.**

### 11.010. Definition.

"Improper governmental action" means any action by a Syracuse City employee:

a) That is undertaken in the performance of the employee's official duties, whether or not the action is within the scope of the employee's employment; and

b) That is in violation of any federal, state, or local law or rule not already covered in other sections of this policy manual, or

c) That is an abuse of authority, or

d) That is a theft of city property or city funds, or

e) That is a gross waste or mismanagement of public funds.

### 11.020. Reporting Fraud or Abuse.

(a) Employees who become aware of improper governmental actions should raise the issue first with the human resources department. If requested by the human resources, the employee shall submit a written report, stating in detail the basis for the employee's belief that an improper governmental action has occurred. Where the employee reasonably believes the improper governmental action involves human resources, the employee may raise the issue directly with the City Manager. If the improper governmental action involves the City Manager, the employee may raise the issue directly with the Mayor.

(b) In the case of an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may report the improper governmental action directly to the police department whose responsibility would be investigating the improper action.

(c) The human resources department shall take prompt action to assist Syracuse City in properly investigating the report of improper governmental action. Syracuse City employees involved in the investigation shall keep the identity of reporting employees confidential to the extent possible under law, unless the employee authorizes the disclosure of his or her identity in writing. After an investigation has been completed, the employee reporting the improper governmental action shall be advised of a summary of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.

(d) Syracuse City employees may report information about improper governmental action directly to the City Manager if the employee reasonably believes that an adequate investigation was not undertaken to determine whether an improper governmental action occurred, or that insufficient action

has been taken to address the improper governmental action or that for other reasons the improper governmental action is likely to recur.

(e) Syracuse City employees who fail to make a good faith attempt to follow procedures in reporting improper governmental action shall not receive the protections provided by Syracuse City in these procedures.

**11.030. Complaints, Investigations, Review, and Enforcement.**

(a) Any person may file a complaint alleging a violation of this policy.

(b) The complaint shall be in writing and shall, except as described in section C below, be signed by the complainant. The written complaint should state the nature of the alleged violation(s), the date(s), time and place of each occurrence, and name of the person(s) charged with the violation(s). The complaint shall be filed with the City Manager who shall provide a copy to the person charged with a violation. The complainant shall provide the City Manager with all available documentation or other evidence to demonstrate a reason for believing that a violation has occurred.

(c) This policy is intended to protect employees who choose to come forward in good faith with complaints about governmental actions and conduct of Syracuse City employees. Anonymous complaints have the potential to subject the person who is the subject of the complaint to an investigation that may, at the least, cause stress and embarrassment, and may, at most, result in discipline or termination of employment. Syracuse City is reluctant to begin an investigation based on an anonymous complaint since evidence will be difficult to obtain and verify, and it will be impossible to assess the complainant's credibility. Complainants and whistleblowers have protection from retaliation under this policy. A thorough investigation of complaints is Syracuse City's goal. It may not be possible to conduct a thorough investigation when a complainant remains anonymous. Therefore, Syracuse City reserves the right to decline to investigate any complaint that is provided anonymously.

(d) If a complaint is received anonymously it shall be directed to the human resources department for a recommendation on the processing of the complaint. Upon review of the complaint, the human resources department will recommend to the City Manager either that the complaint has no merit or that it should be investigated. Such a recommendation will be made within ten (10) days of receipt of the complaint, if possible. Upon receipt of the human resources department's recommendation the City Manager shall make the final determination on whether or not to continue the investigation, end the investigation, or refer the matter to an outside entity.

(e) Within thirty (30) days after receipt of a complaint, the human resources department or another person appointed by the City Manager shall conduct a preliminary investigation. If the human resources department or the City Manager are implicated in the complaint, the City Manager or Mayor will determine an independent person who will conduct the investigation. Criminal allegations will be referred to the proper law enforcement agency.

(f) If the human resources department determines, after preliminary investigation, that there are no reasonable grounds to believe that a violation has occurred, the human resources department shall advise the City Manager to dismiss the complaint. If the City Manager does dismiss the complaint, it shall do so in writing, setting forth the facts and provisions of law upon which the dismissal is based, and shall provide a copy of the written dismissal to the complainant, to the person charged with the violation and to the governing board.

**11.040. Whistleblower Protection.**

Utah Code § 67-21-3 prohibits public employers from taking adverse action against their employees for reporting in good faith government waste or violations of law to the appropriate authorities. A public entity employee, public body employee, legislative employee, or judicial employee, is presumed to have communicated in good faith if they have given written notice or otherwise formally communicated the conduct to the person in authority over the person alleged to have engaged in the illegal conduct.

## CHAPTER 12

## HARASSMENT, SEXUAL ABUSE AND ADAAA

**12.010. Harassment Policy.**
**12.020. Sexual Abuse Policy.**
**12.030. Americans with Disabilities Policy.**

### 12.010. Harassment Policy.

(a) Policy. It is the policy of Syracuse City to provide its employees with a work environment free from discrimination and harassment, where employees treat each other with professionalism, respect, dignity, and courtesy. Each employee must exercise good judgment to avoid engaging in conduct that may be perceived by others as harassment, disrupts or interferes with another's work performance or that creates an intimidating, offensive or hostile environment. Harassment is prohibited and shall not be tolerated by the City under any circumstances. This zero-tolerance policy applies to all employees, officers, and agents of the City, as well as any other third parties doing business with or served by the City.

(b) Purpose. It is the purpose of this policy to communicate to all employees of the City and all persons conducting business with or served by the City that harassment is prohibited. It is also the intent of this policy to inform and communicate to employees experiencing or witnessing harassment that they have a means to discourage and report intimidating, offensive, hostile, or inappropriate conduct and that such reports will be immediately investigated, and appropriate action will be taken.

(c) Notice. All employees of the City shall be responsible for knowing the provisions of this policy regarding harassment. The Human Resources Specialist shall be responsible for informing employees of any amendments to this policy. Any violation of this policy by City employees shall result in disciplinary action up to and including termination.

(d) Definitions. As used herein, the following words shall have the meaning described below:

(1) "Retaliation" means an adverse or negative action taken against any person complaining of or reporting harassment or any person involved or cooperating in an investigation of harassment or an adverse or negative action taken against any other person or property as a result of a harassment complaint and/or investigation.

(2) "Harassment" may include but is not limited to unwelcome conduct that is based on race, color, religion, sex, national origin, age (over 40), disability, sexual orientation, gender identity, pregnancy, childbirth or pregnancy-related conditions, or genetic information. Harassment becomes unlawful when: (i) enduring the offensive conduct becomes a condition of continued employment, or (ii) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

(3) "Sexual harassment" means unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature when: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(e) Prohibited Conduct. Harassment of any nature is prohibited under this policy, whether or not such conduct rises to the level of unlawful harassment. Examples of the kind of conduct that constitutes harassment under this policy, includes, but is not limited to, the following types of behavior. Prohibitions hereunder include same-sex harassment.

(1) Verbal. Lewd or suggestive comments, repeated sexual innuendoes, sexual flirtations, racial or sexual epithets, derogatory slurs, sexual or off-color jokes, offensive personal or sexual references, propositions, advances, threats or suggestive or insulting sounds;

(2) Visual/Non-Verbal (communicated through any means, including via internet, text messaging or e-mail). Demeaning, insulting, intimidating, sexually suggestive or derogatory photographs, posters, cartoons, graffiti or drawings, objects or pictures, commentaries, leering; or obscene gestures;

(3) Physical. Unwanted physical contact, including touching, interference with any individual's normal work movement, or assault; and

(4) Other. Any harassment that has the purpose or effect of unreasonably interfering with the individual's work performance or creating an environment that is intimidating, hostile or offensive. Any conduct that targets a lawfully protected class as mentioned in 10.040.

(5) Gender Role Stereotyping. This conduct consists of assignment of non-job-related duties, functions or roles based on gender. Examples include making coffee, serving refreshments, and running errands, when not related or necessary to the functions and responsibilities of the employee's position with the City.

(f) Employee Responsibility. Employees shall promptly report any harassing conduct they experience, learn of or witness utilizing the complaint procedures provided herein. Such prompt reporting will assist the City in eliminating any harassment at an early stage and/or reduce or eliminate any resulting harm.

(g) Complaint Procedure. Whenever an employee believes he or she has experienced, learned of, or witnessed any type of harassment, the employee shall report the matter utilizing the following procedures.

(1) Complaint. An employee may report and/or complain of any alleged harassment by verbally notifying or filing a written complaint of the harassment with his or her supervisor. If the employee's supervisor is implicated in the matter or if the employee does not feel comfortable raising the matter with his or her supervisor, the employee may verbally notify or file a written complaint with the employee's department head or the Human Resources Specialist. If the department head or the Human Resources Specialist is implicated in the matter or if the employee does not feel comfortable raising the matter with his or her department head or the Human Resources Specialist, the employee may verbally notify or file a written complaint with the City Manager, City Attorney, or the Mayor. If a member of the City Council or other appointed board or commission member is implicated in the matter, the employee may verbally notify or file a written complaint with the City Manager, City Attorney, or the Mayor. If the Mayor is implicated in the matter, the employee may verbally notify or file a written complaint with the City Manager, City Attorney, or the Human Resources Specialist.

(2) Notice. Except as otherwise provided herein, any supervisor, department head, the Human Resources Specialist, the City Attorney, or the Mayor receiving notice of an alleged incident of harassment, either verbally or in writing, shall take immediate action to report such incident and/or complaint to the City Manager. In the event the City Manager is implicated in the complaint, the Mayor shall be notified by the supervisor, department head, City Attorney or the Human Resources Specialist of the report or complaint.

(3) Investigation. It is an express policy of the City that all complaints of harassment will be investigated. Except as otherwise provided herein, the Human Resources Specialist, or his or her designee, shall promptly and thoroughly investigate any such complaint of harassment. In the event the Human Resources Specialist is implicated in any harassment complaint, the City Manager shall cause to be conducted a prompt and thorough investigation of the matter. In such event, all references in Subsections (d) and (e) to the Human Resources Specialist shall be read to refer to the City Manager. The City may also hire a third-party investigator to conduct any investigation of alleged harassment. All investigations shall include, at a minimum, providing a copy of this policy to the complainant and the accused; informing the parties of the law regarding harassment and the provisions of this policy; and reviewing the complaint with the complainant and the accused.

(4) Decision. Upon completion and review of the investigation, the Human Resources Specialist shall determine whether there has been a violation of this policy and shall immediately thereafter take such action as he or she deems appropriate under the circumstances in accordance with applicable procedures regarding the same. In the event a third-party investigator has been hired to investigate the matter, the Human Resources Specialist shall review the conclusions of the investigation and make a determination regarding the matter as provided herein. Written notice of the decision, including any appropriate findings and recommended conclusions or remedies, shall be prepared and distributed to the City Manager and department head within a reasonable time from receipt of the complaint.

(5) Determine Remedy. Based on the notice of decision written by the ~~Human Resource Specialist~~Human Resource Manager, if a violation of this policy is found the City Manager and Department Head shall determine the appropriate discipline for the violator ranging from written reprimand to termination of employment. The City Manager and department head in consultation with the Human Resources Specialist shall take the following factors into consideration in determining the appropriate discipline, together with any other appropriate factors:
(a) the relationship of the parties;
(b) the nature of the offense;
(c) the number of complainants; and
(d) the number of occurrences.

(h) File Records. All records concerning the complaint, investigation, findings, and discipline shall be maintained in a confidential file separate from his or her personnel records. If the accused is found to have violated this policy, records concerning the discipline shall be maintained with his or her personnel records. If the accused is found innocent of any violation of this policy, no records concerning the incident shall be maintained with his or her personnel records.

(i) Confidentiality. All complaints and investigations of harassment will be confidential to the extent possible under the circumstances and only those persons necessary for the investigation and resolution of the complaint will be provided information. Breach of this confidentiality requirement may result in disciplinary action being taken.

(j) Retaliation. Employees are entitled to bring good faith complaints regarding alleged harassment and/or to participate in the investigation of any such complaints without any fear of retaliation. Retaliation against an accused or any person involved or cooperating in an investigation of harassment is a separate violation of this policy. If an employee believes he or she has been subjected to any act of retaliation resulting from any complaint or investigation of harassment, he or she has the right to file a complaint hereunder alleging retaliation as a separate action under this policy.

(k) Misuse of Policy. Any false claims of sexual harassment or allegations made in bad faith will result in disciplinary action up to and including termination taken against the accuser.

(l) Other Procedures and Remedies. The grievance procedures provided herein are intended to replace rather than supplement other City grievance procedures for any grievance involving harassment and shall be exhausted prior to pursuing other available remedies.

**12.020. Sexual Abuse Policy.**

Syracuse City prohibits and does not tolerate sexual abuse or misconduct in the workplace during any organization-related activity. Syracuse City provides procedures for employees, volunteers, council members, board members, or any other victims of sexual abuse or misconduct to report such acts.

Those reasonably suspected or believed to have committed sexual abuse or misconduct will be appropriately disciplined up to and including termination of employment or membership, as well as criminally prosecuted. No employee, volunteer, council member, board member, or other person, regardless of his or her title or position has the authority to commit or allow sexual abuse or misconduct.

Sexual abuse or misconduct may include, but is not limited to:

(a) Child sexual abuse – any sexual activity, involvement or attempt of sexual contact with a person who is a minor (under 18 years old) where consent is not or cannot be given.

(b) Sexual activity with another who is legally incompetent or otherwise unable to give consent.

(c) Physical assaults or violence, such as rape, sexual battery, abuse, molestation, or any attempt to commit such acts.

(d) Unwanted and intentional physical conduct that is sexual in nature, such as touching, pinching, patting, brushing, massaging someone's neck or shoulders, and/or pulling against another's body or clothes.

If an employee, volunteer, council member or board member observes signs of child abuse, observes the abuse of a child, or has suspected abuse disclosed to him/her then he/she shall proceed in the following manner:

1. The employee shall immediately report the incident to the Police Department and his/her direct supervisor.

2. Under the direction of the direct supervisor the employee will contact the Utah Division of Child and Family Services (DCFS) and file a report.

3. The employee shall complete an incident report and the direct supervisor shall submit the report to his/her Department Head.

4. The Department Head shall inform the City Manager who will then communicate with the Mayor, City Attorney, Human Resources, and Police Department as necessary.

5. The City Manager may follow-up with the employee who filed the initial report.

To provide a safe environment for minors, Syracuse City will take all reasonable measures to avoid one-on-one interactions between adults and minors that are not easily observable by others. Generally, two adults will supervise or be in attendance with minors in any City activity. If individual meetings with a minor shall be held in an office, the door shall be kept open or the meeting shall be held in an office with a window that can be viewed from the hallway. Closed door meetings shall only be held when another adult is put on notice of the meeting and the door remains unlocked.

**12.030. Americans with Disabilities Policy.**

(a) Policy. It is the policy of the City to fully comply with the provisions and protections of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et. seq.*, as amended, including, but not limited to, the Americans with Disabilities Act Amendments of 2009 (ADAAA), Public Law 110-325, prohibiting employment discrimination against qualified individuals with disabilities. Pursuant to the ADA and the ADAAA, which shall hereinafter be referred to collectively as the ADA, the City shall not discriminate against a qualified individual with a disability in job application procedures, hiring, firing, advancement, compensation, job training, leave, benefits, and any other term, condition, and privilege of employment with the City. It is further the intent of the City to fully comply with the provisions and interpretations of the EEOC regulations and guidelines issued pursuant to authority of the ADA, including,

but not limited to, regulations set forth in 29 C.F.R. Part 1630, as amended.

(b) ADA Coordinator. The Human Resources Specialist is hereby designated as the ADA Coordinator for the City. The ADA Coordinator shall be responsible for the administration of this policy. Any questions, comments or complaints regarding matters set forth herein should be addressed to the ADA Coordinator, Syracuse City Offices, 1979 West, 1900 South, Syracuse, Utah, 84075.

(c) Disability. Pursuant to the ADA, an individual with a disability is a person who: (A) has a physical or mental impairment that substantially limits one or more major life activities of such individual; (B) has a record of such impairment; or (C) is regarded as having such an impairment. The ADA only protects a person who is qualified for the job he or she has or for which he or she is applying. A qualified employee or applicant with a disability is an individual who, with or without reasonable accommodation, can perform the essential functions of the employment position he or she holds or for which he or she is applying. Pursuant to the ADA, the definition of disability shall be construed in favor of broad coverage of individuals.

(d) Reasonable Accommodation. The City shall provide a reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability in accordance with applicable provisions of the ADA, which includes pregnancy, childbirth, breastfeeding, or related conditions, unless doing so would impose an undue hardship on the operation of the City's business. Undue hardship means that providing the reasonable accommodation would result in significant difficulty or expense, based on the resources and operation of the employer's business.

(e) Requesting Reasonable Accommodation. An employer generally does not have to provide a reasonable accommodation unless an individual with a disability has asked for one. Thus, it is generally up to the applicant or employee to request a reasonable accommodation from the City. Any applicant or employee requesting a reasonable accommodation shall make such request to the City's ADA Coordinator as designated in Subsection (b). The request may be made in general terms that the individual needs an adjustment or change for a reason related to a medical condition. The request does not have to include the terms "ADA" or "reasonable accommodation." The City may initiate discussions about the need for a reasonable accommodation if the disability is obvious, *e.g.*, the individual uses a wheelchair, or if the medical condition is causing a performance or conduct problem, as more particularly provided in the ADA and applicable regulations.

(f) Interactive Process for Determining Accommodation. The ADA suggests the employee and employer work together informally in an interactive process to determine potential or appropriate accommodations under the circumstances that would enable the employee to perform the essential functions of his or her job. Once a reasonable accommodation is requested, the ADA Coordinator and the applicant or employee should sit down and discuss the applicant's or employee's needs and identify the appropriate reasonable accommodation. If such consultation does not identify an appropriate accommodation, the City may seek further assistance from the EEOC, State or local vocational rehabilitation agencies, the Job Accommodation Network (JAN), or other appropriate service to assist the City in making individualized accommodations. The ADA Coordinator shall respond promptly to all requests for a reasonable accommodation and should keep lines of communication open with the applicant or employee making the request, particularly when it will take longer than expected to provide an accommodation or when supporting documentation is needed.

(g) Complaint. Whenever an applicant or employee believes he or she has been discriminated against on the basis of a disability regarding his or her employment or application for employment with the City, the applicant or employee may file a written complaint with the ADA

Coordinator. The complaint should set forth the facts and circumstances surrounding the complaint and the basis for the complaint. Upon receipt of a complaint, the ADA Coordinator shall immediately notify the City Manager of the complaint and conduct an investigation of the complaint. The ADA Coordinator may also hire a third party to investigate the matter. Investigation of the complaint may include but is not limited to: interviewing the complainant and affording all interested persons and their representatives, if any, the opportunity to submit oral or documentary evidence relevant to the complaint. The ADA Coordinator shall, within a reasonable time from receipt of the complaint, prepare and distribute his or her findings and conclusions from the investigation, including a description of the resolution of the complaint and notice of the complainant's right to appeal.

(h) Appeal. Any person aggrieved by a decision of the ADA Coordinator regarding a complaint filed hereunder may appeal such decision by filing with the City Council a written appeal within ten (10) days from the date of the decision stating the grounds for the appeal. The City Council shall review the ADA Coordinator's decision for correctness and prepare its findings and conclusions within a reasonable time from receipt of the appeal.

(i) Retaliation. It is unlawful to retaliate against an individual for opposing employment practices that discriminate based on disability or for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, hearing or litigation under the ADA. Any applicant or employee who believes he or she has been subjected to any act of retaliation described herein has the right to file a further complaint alleging reprisal as a separate action under this policy.

(j) Records. The ADA Coordinator shall maintain or cause to be maintained all records of the City pertaining to ADA matters and complaints filed hereunder in accordance with the Utah Government Records Access and Management Act, as set forth in *Utah Code Ann*. §§ 63G-2-101, *et seq.*, as amended, and all applicable records provisions of the ADA. Medical information shall not be filed in the employee's regular personnel file but shall be filed in a separate medical file that is accessible only to designated officials. Disclosure of medical information about applicants or employees shall be subject to the confidentiality requirements of the ADA. An employee's request for a reasonable accommodation shall be considered medical information subject to the ADA's confidentiality requirements.

(k) Other Procedures and Remedies. The grievance procedures provided herein are intended to replace rather than supplement other City grievance procedures for any grievance involving discrimination based upon disability.

## CHAPTER 13
## NON-DOT DRUG AND ALCOHOL TESTING POLICY

**13.010. Purpose.**
**13.020. General Policy.**
**13.030. Applicability.**
**13.040. Definitions.**
**13.050. Regulations.**
**13.060. Zero-Tolerance.**
**13.070. Voluntary Rehabilitation.**
**13.080. Prescription and Over-the-Counter Drugs.**
**13.090. Testing Required.**
**13.100. Basis for Testing.**
**13.110. Testing Procedures.**
**13.120. Results.**
**13.130. Action.**
**13.140. Confidentiality and Access to Test Results.**
**13.150. Notification of Conviction.**
**13.160. Americans with Disabilities Act (ADA).**
**13.170. Amendments.**

### 13.010. Purpose.

The purpose of this policy is to convey to all current and prospective employees of Syracuse City the City's "zero-tolerance" policy on alcohol and drug use in the workplace and to provide guidelines for the implementation and management of a drug and alcohol testing program for the City. This policy is intended to provide a safer and more efficient workforce by avoiding the negative circumstances created by employee drug and alcohol use. These policies and procedures are not intended to create or alter any existing employment status or contract, written or verbal, between Syracuse City and its employees or job applicants. The provisions of this policy are intended and shall be interpreted to be in accordance with the Utah Local Governmental Entity Drug-Free Workplace Act, as set forth in *Utah Code Ann*. §§ 34-41-101, *et seq.,* as amended.

### 13.020. General Policy.

Alcohol or drug use can impair an employee's ability to safely and effectively perform the functions of the particular job, increase accidents, absenteeism, and sub-standard performance, create poor employee morale, and/or undermine public confidence in the City's work force. It is the policy of the City to employ a work force and create a workplace free from the adverse effects of alcohol and drug use. To accomplish this, Syracuse City has developed a "zero-tolerance" substance abuse policy for all current and prospective employees as more particularly set forth in this policy. This policy shall be distributed to employees and made available for review by prospective employees.

### 13.030. Applicability.

This Non-DOT Drug and Alcohol Testing Policy shall apply to all City employees and prospective employees, including those City employees or prospective employees who are required to comply with the DOT Drug and Alcohol Testing Policy as set forth in Chapter 12, to the extent not otherwise covered therein. In the event of conflict between the two policies, the DOT Drug and Alcohol Policy shall control

for DOT employees as defined in Chapter 12.

**13.040. Definitions.**

As used herein, the following words shall have the meanings set forth below:

(a) Actual Knowledge. "Actual Knowledge" means actual knowledge by an employer that an employee has used a controlled substance and/or alcohol based on the employer's direct observation of the employee or an employee's admission of alcohol and/or controlled substance use. Direct observation as used in this definition means observation of alcohol or controlled substance use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.

(b) Adulterated Test Result. "Adulterated Test Result" means a specimen which contains a substance that is not expected to be present in human urine or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

(c) Alcohol. "Alcohol" means the intoxicating agent in beverage alcohol (ethyl alcohol) or other low molecular weight alcohols including methyl and isopropyl alcohol.

(d) Alcohol Use. "Alcohol Use" means the drinking or swallowing of any beverage, liquid mixture, or preparation (including any medication) containing alcohol.

(e) Alcohol Testing. "Alcohol Testing" means to be tested by a certified breath-alcohol technician, using an approved breath alcohol test device or an approved initial screening device, as more particularly set forth in this policy. Blood and urine alcohol testing may also be used at the discretion of the City when breath alcohol testing is not available.

(f) Controlled Substance or Drugs. "Controlled Substance" or "Drugs" means any substance, and its metabolite, recognized as a drug in the United States Pharmacopoeia, the National Formulary, the Homeopathic Pharmacopoeia, or other recognized drug compendia, or supplement to such compendia, including Title 58, Chapter 37 of the Utah Code Annotated (Utah Controlled Substances Act), and any prescribed medication or controlled substance including those assigned by 21 USC 802 and includes all substances listed on Schedule I through Schedule V, as they may be revised from time to time (21 CFR 1308), including but not limited to:

(1) Marijuana

(2) Cocaine

(3) Amphetamines

(4) Benzodiazepines

(5) Barbiturates

(6) Opiates and other narcotics

(7) Phencyclidine (PCP) and other hallucinogens

(g) Drug Testing. "Drug Testing" means the scientific analysis for the presence of drugs or their metabolites in specimens from the human body, as more particularly set forth in this policy.

(h) Employee. "Employee" means any person employed by the City for compensation.

(i) Medical Review Officer (MRO). "Medical Review Officer" or "MRO" means a licensed physician with knowledge of drug abuse disorders used by Syracuse City to determine and verify if a legitimate or medical explanation exists for a positive, adulterated, substituted, or invalid drug test result.

(j) Non-Negative Drug Test Result. "Non-Negative Drug Test Result" means any drug test result other than a negative test result, including, but not limited to adulterated, substituted, diluted or invalid drug test result.

(k) On-Duty. "On-Duty" means all working hours, including meals or break periods, regardless of whether the employee is on Syracuse City property, and at any time the employee represents Syracuse City in any capacity, including operating Syracuse City equipment or vehicles.

(l) Positive Alcohol Test. "Positive Alcohol Test" means test levels on both the initial and confirmation tests that are 0.04 percent or greater (0.04 gm/210 liters of breath or 0.04 gm/deciliter of blood or 0.04 gm/dl of urine).

(m) Positive Drug Test. "Positive Drug Test" means drug test levels on both the screening test and the confirmation test that are at or above the level recognized as positive by the US Department of Health and Human Services in its Mandatory Guidelines for Federal Workplace Drug Testing Programs or the standard cutoff levels set by the laboratory and the MRO has verified the test result as positive.

(n) Prospective Employee. "Prospective Employee" means any person who has made written or oral application for employment with the City and who has been selected as a final applicant for such employment.

(o) Refusal to Submit. "Refusal to Submit" means that the employee: (1) fails to provide adequate breath for alcohol testing as required herein without a valid medical explanation after he or she has received notice of the requirement for breath testing; (2) fails to provide an adequate urine sample for controlled substances testing as required herein without a genuine inability to provide a specimen after he or she has received notice of the requirement for urine testing; or (3) engages in conduct that clearly obstructs the testing process.

(p) Safety Sensitive Position. "Safety Sensitive Position" means any position involving duties which directly affect the safety of governmental employees or the general public, or positions where there is access to controlled substances as defined in Utah Code Annotated, Title 58, Chapter 37 (Utah Controlled Substances Act) during the course of performing job duties.

(q) Sample. "Sample" means any sample of urine, blood, breath, oral fluid, or hair for drug and/or alcohol screening.

(r) Substituted Test Result. "Substituted Test Result" means a specimen with creatinine and specific gravity values that are so diminished or divergent that they are not consistent with human urine.

(s) Use. "Use" means to illegally consume, sell, purchase, manufacture, distribute, be under the influence of, report to work under the influence of, or be in possession of drugs and/or alcohol. The

term use shall also include the presence of drugs and/or alcohol in the body of an employee, including the presence as a metabolite, the use of a prescription drug without a valid prescription from a health care provider and not using a prescription drug as prescribed by the authorizing health care provider.

(t) Utah Local Governmental Entity Drug-Free Workplace Act. "Utah Local Governmental Entity Drug-Free Workplace Act" means the Drug-Free Workplace Act set forth at *Utah Code Ann.* §§ 34-41-101, *et seq.*, as amended.

**13.050. Regulations.**

No employee of the City may possess, sell or be under the influence of any drugs or alcohol while on-duty, when conducting City business or while on City premises, as shown by the presence of such substances or their metabolites in the employee's system. The following activities are examples of activities that are strictly prohibited for all Syracuse City employees:

(a) Working while under the influence of a controlled substance or alcohol unless the substance is legally prescribed and used in accordance with the terms of this policy.

(b) Selling, using, purchasing, manufacturing, or possessing an illegal controlled substance or drug paraphernalia while on Syracuse City time, while conducting Syracuse City business, while on Syracuse City property, or while using City vehicles or equipment.

(c) Selling, using, purchasing, manufacturing, or possessing an illegal controlled substance or drug paraphernalia when not at work.

(d) Selling, using, purchasing, manufacturing, or possessing an illegal controlled substance, including prescription medications which are considered controlled substances, unless the prescription medication is legally prescribed to the employee and has been taken as prescribed.

(e) Operating any vehicle or machinery while under the influence of any drug, including prescription or over-the-counter medications which render the employee incapable of safely and adequately operating a vehicle, machinery, or performing any other job duties.

(f) Using alcohol, in any form, while on Syracuse City time or business, or to report to work under the influence of alcohol. An employee is considered to be in violation of this policy if they report to work with a blood alcohol level (as determined by a breath alcohol (BAC) test) greater than or equal to 0.04.

(g) Consuming or using alcohol in any form, four (4) hours prior to a scheduled work period, or while “on-call.”

(h) Refusing to submit a specimen for controlled substances or alcohol testing.

(i) Having positive drug and/or alcohol test results.

(j) Tampering with, substituting, or adulterating any specimen collected for drug and/or alcohol testing. Any sample reported by the laboratory or MRO as “substituted” or “adulterated” will be considered a “refusal to test” or a refusal to submit a valid sample.

(k) Obstructing or not fully cooperating with specimen collection or testing procedures.

(l) Failing to report the legal use of prescription and/or over-the-counter medications that could adversely render the employee incapable of operating a vehicle, machinery and performing job duties.

(m) For a Syracuse City supervisor to allow an employee to work if they have actual knowledge that the employee has violated this policy or has reasonable suspicion to believe that an employee may be impaired by drugs and/or alcohol.

**13.060. Zero-Tolerance.**

If it is determined that an employee tests positive for use of controlled substances and/or alcohol, abuses prescribed drugs, refuses to provide a sample, knowingly supplies an excess fluids (diluted), substituted or adulterated sample, or otherwise violates the terms and provisions of this policy, that employee shall be subject to disciplinary action, up to and including termination. Any disciplinary action taken for violations of this policy shall comply with the disciplinary action procedures, as applicable, set forth in Chapter 22 of these Policies and Procedures.

**13.070. Voluntary Rehabilitation.**

Employees seeking assistance with overcoming drug or alcohol abuse before they are selected and tested for drug and/or alcohol testing and before it interferes with job performance may contact their supervisor, department head, or the Human Resources Specialist for information about counseling and rehabilitation programs. Employees having a drug or alcohol problem are strongly encouraged to seek help. The Human Resources Specialist may provide assistance in referring employees to appropriate rehabilitation programs. This assistance, however, does not financially obligate the City for the costs associated with rehabilitation. Rehabilitation is the employee's responsibility. The City will allow employees who seek voluntary assistance for alcohol and drug problems to first utilize their accrued sick leave and then their accrued annual leave for rehabilitation. Leave without pay may be requested by the employee and will be considered on an individual case basis. If the FMLA does not apply, an employee's position may be held open for a reasonable period of time up to a maximum of thirty (30) days for voluntary rehabilitation upon approval by the City Manager. Employees returning to work after treatment must first provide the City with a certification from a reputable substance abuse program that the employee is sober, has successfully completed the treatment program and has the potential for full recovery. A licensed professional medical practitioner that specializes in substance abuse must sign this certification. The employee must also, as a condition of returning to work, agree to follow-up rehabilitation drug and/or alcohol testing and sign a return to work agreement. Follow-up rehabilitation testing will be required for a period of not less than six (6) months and not more than one (1) year after completion of the employee's substance abuse treatment program. The date and time of any required follow-up rehabilitation drug and/or alcohol testing will be unannounced and conducted on a random basis. Voluntary notification and enrollment in a rehabilitation program shall only prevent disciplinary action for previous drug or alcohol use that was unknown to the City and shall not prevent the City from testing or taking disciplinary action against an employee who subsequently violates this policy.

**13.080. Prescription and Over-the-Counter Drugs.**

Prescribed and over-the-counter drugs and the necessary instrumentalities of administration brought on City premises may only be used by the person for whom they are prescribed and taken as directed so long as the use of such drugs does not adversely affect the safety of the work environment or significantly impede performance of essential job functions. There are various prescription and over-the-

counter drugs that may adversely affect the safety of the work environment. Examples include, but are not limited to, pain relievers that contain opiates, medical marijuana, and muscle relaxants. It is the employee's responsibility to be informed about the effects of prescription and over-the-counter drugs they are taking by reading the information that accompanies the drug, including any information provided by the pharmacist, by consulting with their physician, and by accessing and utilizing other sources of information available to the employee, and acting accordingly. Any employee who chooses or is medically required to ingest prescribed or over-the-counter medications that may adversely affect the safety of the work environment, shall immediately notify his or her department head of the type of medication and time period over which said medications will be taken. The department head will make a determination of any restrictions to be placed on the employee after appropriate confidential consultation with the Human Resources Specialist, the City Attorney's Office, and/or medical professionals. A written statement from the employee's physician may be required regarding whether the physician is of the opinion that the employee can safely work or perform his or her job duties while taking the prescribed drug. Any employee who chooses or is medically required to ingest a prescribed or over-the-counter medication outside of the workplace must ensure that the impairing effects have ended prior to reporting for work. For purposes of this policy, medications used as prescribed, which do not constitute a safety concern, shall not be considered a violation of this policy.

**13.090. Testing Required.**

In accordance with the provisions of this policy, all prospective and current employees shall be subject to drug and alcohol testing as a condition of hiring and continued employment with the City. Failure to comply with this policy shall result in the City refusing to hire a prospective employee or disciplinary action for current employees as set forth in Section 11.060 regarding the City's zero-tolerance policy. All drug testing shall consist of a CRL nine (9) panel plus narcotics drug screen to set for the presence of controlled substances. All testing shall be based on and under the circumstances set forth in Section 11.100 regarding basis for testing.

**13.100. Basis for Testing.**

Prospective and current employees shall be subject to testing for the presence of drugs and/or their metabolites and alcohol by the City in accordance with the provisions of this policy as a condition of hiring and continued employment for any of the following reasons or under the following circumstances.

(a) Pre-Employment. All prospective employees, upon acceptance of a conditional offer of employment with the City, shall be required to submit to a pre-employment drug test at the facility designated by Syracuse City. Pre-employment tests will be conducted on prospective employees on their own time, meaning that prospective employees will not be paid for the time they spend participating in pre-employment testing required by Syracuse City. All pre-employment drug testing will be conducted at the third-party administrator's facility and prospective employees are responsible for their transportation to and from the collection facility. Refusal to consent to a pre-employment drug test will terminate further action towards employment. A positive, adulterated, or substituted test result will also terminate further action towards employment with Syracuse City. Only those prospective employees whose pre-employment drug test results are negative will be considered for further action towards employment.

(b) Reasonable Suspicion. Employees acting in a manner which raises reasonable suspicion that the employee has improperly used or reported to work under the influence of drugs or alcohol shall be subject to drug and alcohol testing. "Reasonable suspicion" shall be determined by the supervising agent and shall mean an articulated belief based upon recorded facts and reasonable inferences drawn from those facts that the employee is in violation of this policy. Reasonable suspicion

drug and/or alcohol testing will be required when there is any of the following: observable phenomena (actual use, possession, odors, etc.); abnormal behavior or physical characteristics; or a drug-related investigation, arrest, or conviction or any investigation of theft.

(1) In the event that reasonable suspicion testing is warranted, it is the responsibility of an agent of Syracuse City to transport the employee being tested to and from the testing facility. In most cases, either the Designated Employee Representative (DER) or the employee's supervisor will be responsible for transporting the employee.

(2) Before requiring reasonable suspicion testing, the employee's supervisor or the person requesting the reasonable suspicion testing shall complete the "Observed Behavior-Reasonable Cause Record". It is essential that this form be completed before the employee is required to submit to testing in order to properly document the circumstances leading up to the testing referral.

(3) Any employee who is required to submit to reasonable suspicion testing will be removed from any safety sensitive functions and placed on alternative duty, if necessary, or placed on paid administrative leave until the results of the drug and/or alcohol test can be verified. If the test result(s) are negative, the employee will be able to return to work upon receipt of the test result(s). If the test results are positive, the employee will be subject to termination as provided herein.

(4) If an employee refuses to submit to reasonable suspicion testing or attempts to leave any Syracuse City premises and is impaired, in the opinion of a trained supervisor, to the extent that he/she would present a danger to either him/herself or others, local law enforcement should be contacted immediately by the supervisor.

(5) In an effort to ensure that supervisors are knowledgeable about the symptoms of drug and/or alcohol use, training on symptom recognition will be held for all Syracuse City employees in supervisory positions and only those persons who have attended the training will be qualified to require reasonable suspicion testing. Records regarding training attendance will be kept for a minimum of three (3) years after the date of the training.

(c) Random. Employees in safety sensitive positions shall be subject to unannounced drug and alcohol testing.

(1) Random drug and/or alcohol testing will be conducted for Syracuse City employees working in non-DOT safety sensitive positions, including, but not limited to the following positions:

(A) ~~(A)~~ Fire Chief

(B) Deputy Fire Chief

(C) Fire Captain

(D) Fire Engineer

(E~~B~~) Fire Fighter

(FC) Fire Marshal

(GD) Police Chief

(HE) Assistant Police Chief

(IF) Police Lieutenant

(GJ) Police Sergeant

(HK) Police Officer

(LI) Code Enforcement Officer

(MJ) Bailiff

(NK) Crossing Guard

(OL) City Engineer

(PM) Meter Reader

(QN) Building Official

(RO) Building Inspector

(SP) Land Maintenance Worker

(TQ) Parks Maintenance Worker

(UR) Recreation Manager

(VS) Recreation Program Coordinator

(WT) Site Supervisor

(XU) Parks Maintenance Crew Leader

(YV) Public Works Director

(ZW) Cemetery Maintenance Worker

(AAX) Gang Mower Operator

(BBY) Facilities Maintenance Technician

(CCZ) Streets Maintenance Worker

(DDAA) Water Maintenance Worker

(EE~~BB~~) Environmental Maintenance Worker

(FF) Public Works Inspector

(2) Selection for random testing will be done by an outside organization in order to ensure that selection is truly random and is uninfluenced by any personal characteristics, behavior, or any other attribute.

(3) Random drug and alcohol testing will be conducted quarterly. Random drug testing will be administered at a fifty (50) percent annualized rate. Random alcohol testing will be conducted at a ten (10) percent annualized rate. This means that the total number of drug tests conducted during any twelve (12) month period will be equal to at least fifty (50) percent of the total Syracuse City non-DOT testing pool, and the total number of alcohol tests conducted during any twelve (12) month period will be equal to at least ten (10) percent of the total Syracuse City non-DOT testing pool. Employees will be notified by their supervisor and/or the DER of the requirement to submit to a random drug and/or alcohol test and should then proceed immediately to the collection site designated by Syracuse City.

(d) Post-Accidents.

1) Employees involved in any work-related accident involving the following are required to submit to post-accident drug and alcohol testing:

a) A vehicle in motion operated by a city employee;

b) Any accident or incident of such a nature that there is a reasonable possibility that impairment due to drug or alcohol use could be a contributing factor, for the following incidents:

1) Injury to any person requiring medical treatment by a healthcare provider; or

2) Property damage, other than to city vehicles, anticipated to exceed $1,000.

2) Off-duty employees involved in motor vehicle accidents involving Syracuse City vehicles will also be subject to post-accident drug and alcohol testing as directed above.

3) Procedure.

(a) Post-accident drug tests must be conducted within 32 hours of the accident and/or incident. Post-accident alcohol tests should be conducted within two (2) hours of the accident and not later than eight (8) hours after the accident. If these time limits have passed, the City should cease attempts to collect the sample.

(b) In the event that post-accident drug and alcohol testing is warranted, it is the employee's supervisor's responsibility or an agent of Syracuse City or emergency personnel to transport the employee being tested to and from the testing facility. In most cases, it is the employee's supervisor's responsibility

to ensure the employee is transported. The testing facility to use during business hours (8AM-5PM) is the Layton WorkMed. If the accident occurred after business hours the supervisor shall call the after-hours WorkMed phone (801-387-8378) for drug and alcohol testing to be done.

(c) Any employee who is required to submit to post-accident drug and alcohol testing will be removed from any safety sensitive functions and placed on alternative duty, as necessary, or placed on paid administrative leave until the results of the drug and alcohol tests can be verified. If the test results are negative, the employee will be able to return to work upon receipt of the test results. If the test results are positive or non-negative, the employee will be subject to termination as provided herein.

(e) Pre-Announced Periodic. Employees may be subject to pre-selected and pre-announced drug and alcohol testing as a condition of continued employment conducted on a regular schedule.

(f) Rehabilitation. Employees in any rehabilitation program shall be subject to drug and alcohol testing in accordance with the program requirements or as part of a return-to-work requirement after treatment or program participation. Rehabilitation testing means unannounced but pre-selected drug or alcohol testing done as part of a program of counseling, education, and treatment of an employee in conjunction with this policy.

(g) Compliance. Employees shall be subject to drug and alcohol testing when required by State or Federal law. See, DOT Drug and Alcohol Testing Policy regarding additional drug and alcohol testing requirements for employees subject to commercial driver's license requirements under the Omnibus Transportation Employees Testing Act and the Department of Transportation Regulations enacted thereunder.

**13.110. Testing Procedures.**

A licensed medical facility will conduct drug and Alcohol screening.

(a) Samples. Prospective employees and current employees shall submit a split urine sample for drug testing or retesting as required herein. The urine sample shall be divided into two specimen bottles by the third-party entity in accordance with the Utah Governmental Entity Drug-Free Workplace Act. Alcohol testing will typically be done with an evidentiary breath testing device.

(b) Inadequate Samples. In the case of urine-based drug testing, a prospective employee who fails to provide an adequate quantity of urine for testing according to the third party's guidelines will no longer be considered for employment. If an employee fails to provide an adequate quantity of urine according to the third party's guidelines the third-party administrator will notify the MRO to determine pertinent information concerning whether or not the individual's inability to provide a specimen is genuine or constitutes a refusal to test. Upon completion of the examination, the MRO will report their conclusions to the Syracuse City DER in writing. If the City or the collector has reasonable cause to believe that the donor of the sample has tampered with their sample, a new sample will be immediately collected.

(c) Testing. Sample drug testing shall conform to scientifically accepted analytical methods and procedures and shall be conducted in accordance with the Utah Local Governmental Entity Drug-Free Workplace Act by an independent laboratory certified for employment drug testing by either

the Substance Abuse and Mental Health Services Administration or the College of American Pathology. The City has designated Intermountain WorkMed as the City's third-party administrator to assist in setting up and administering the drug and alcohol testing program set forth herein.

(d) Dilute Specimens. Specimens which the laboratory reports as dilute, meaning specific gravity less than 1.003 and creatinine levels less than 20 mg/dL, may be considered invalid and the employee/applicant will be required to give a second specimen. The second specimen will be considered the final result.

(e) Invalid Specimens. If Syracuse City receives a test result that is determined to be invalid, the employee will be immediately retested. The employee will be given no notification of the need to retest. No action will be taken regarding the first test result and the results of the second test will be considered final. A second "invalid" test result will be treated as a positive test result.

(f) Time. Any drug or alcohol testing required by the City under this policy shall occur during or immediately after the regular work period for current employees and shall be deemed work time for purposes of compensation and benefits for current employees.

(g) Costs. Except as otherwise provided, the City shall pay all costs of sample collection and testing required herein, including the cost of transporting current employees to the testing site if the testing is conducted at a place other than the work site.

(h) Disclaimer. A physician/patient relationship is not created between a prospective or current employee and the City or any person performing the test, solely by this policy and the procedures set forth herein.

**13.120. Results.**

(a) Positive. Positive test results shall refer to those test results that meet or exceed the standard permissible levels of substance in the body as defined and set forth in this policy, the Federal DOT Rules and Regulations if addressed therein, or by standards adopted by the State of Utah if not addressed by the Federal DOT Rules and Regulations.

(b) MRO. It is the policy of Syracuse City that all positive or non-negative drug tests results be immediately referred to an MRO to verify the positive or non-negative result. In the case of a positive, adulterated, substituted, or invalid test result, the employee or prospective employee shall be so advised by the MRO by telephone on a confidential basis prior to the reporting of the results to the designated employer representative. The employee shall have the right to discuss and explain the results, including the right to advise the MRO of any prescription or over-the-counter medication or other substance consumed which may have affected the results of the test. The MRO shall also review the chain-of-custody documentation to ensure compliance with normal chain-of-custody procedures. If the MRO can verify a legitimate explanation, the MRO would then reverse the test result to negative and report it as negative to the employer. The MRO can report a positive or non-negative test to the employer, without interviewing the employee/applicant, if: an individual has expressly declined the opportunity to discuss the test result with the MRO; the employer has successfully made and documented a contact with the employee and instructed the employee to contact the MRO and more than 72 hours have passed since the time the employer contacted the employee; or if neither the employer nor MRO, after making and documenting all reasonable efforts, has been able to contact the employee within ten (10) days of the

date on which the MRO receives the confirmed test result from the laboratory. No MRO review will be done on positive breath or blood alcohol tests.

(c) Notice. In addition to the MRO procedures set forth in Subsection (b), prospective and current employees shall be notified as soon as possible of any positive test results conducted in accordance with this policy by telephone or in writing at their last-known telephone number and address and told of his or her option to have the split urine sample tested as provided in Subsection (e).

(d) Confirmation. Before the result of any test required herein may be used as a basis for action by the City, the positive test result shall be verified or confirmed using a gas chromatography-mass spectroscopy, or other comparably reliable analytical method.

(e) Second Test Option. If the test results of the urine sample indicate the presence of drugs or their metabolites, the donor of the test shall have seventy-two (72) hours from the time he or she is notified of such results to request, at his or her option, to have the split urine sample testing performed. The cost of the second test shall be equally divided between the donor and the City, unless the second sample tests negative, in which case the City shall pay for the entire cost of the second test. In addition to the initial test results, the test results of the split urine sample shall be considered at any subsequent disciplinary hearing if the requirements of this policy have been complied with in the collection, handling and testing of the samples.

(f) Request for Report. An employee who has tested positive or non-negative shall have the right to request, in writing, from the City a copy of the laboratory and MRO report regarding the testing.

**13.130. Action.**

(a) Referral. Any non-DOT employee who has a non-negative drug test or a positive breath alcohol test result will be immediately referred by the Syracuse City DER to the Employee Assistance Program (EAP), a licensed substance abuse counselor (LSAC), or a Substance Abuse Professional (SAP) for an initial consultation. Syracuse City will be responsible for the cost of the initial consultation. However, additional services provided to the employee by the SAP and/or LSAC will be at the expense of the employee.

(b) Discipline or Refusal to Hire. The City may use confirmed positive test results or non-negative test results, or any refusal of a prospective or current employee to take the test, as a basis for disciplinary action up to and including termination of current employees and refusal to hire prospective employees. Any disciplinary action taken by the City for violation of this policy shall be in accordance with the City disciplinary procedures. Such procedures shall include any required pre-disciplinary hearing and appeal proceedings.

(c) Rehabilitation. The City may also require that any employee rendering positive test results enroll in a City-approved rehabilitation, treatment, or counseling program, which may include additional drug or alcohol testing, at the expense of the employee and as a condition of continued employment.

**13.140. Confidentiality and Access to Test Results.**

The use and disposition of all drug and alcohol testing results and records shall be considered confidential and are subject to the limitations of the Utah Government Records Access and Management Act and the Americans with Disabilities Act. In an effort to ensure that all drug and/or alcohol test results

remain confidential, the third-party administrator and/or MRO for the Syracuse City drug testing program are only authorized to release test results to the Syracuse City DER. After being received by Syracuse City, all drug and alcohol test results will be stored in confidential employee files (established for all Syracuse City employees) and will remain confidential to the extent required or allowed by law. The DER will determine which person(s) within the City have a need to know which test results. Test and other records will be maintained in a secure manner so that disclosure of confidential and/or medical information to unauthorized persons does not occur. Test results may be released in legal proceedings where the employee raises the issue of drug test (i.e. unemployment hearing, wrongful termination, etc.). Test results can be released to persons representing Syracuse City (i.e. attorneys, workers compensation insurance adjuster, etc.). Employees, former employees, and prospective employees can request copies of their drug and/or alcohol test results by making a written request to the Syracuse City DER.

**13.150. Notification of Conviction.**

Any investigation by law enforcement or conviction for controlled substance or alcohol activity may be cause for dismissal from employment. Failure of an employee to report any conviction for illegal drug use or alcohol misuse to their supervisor and/or the Syracuse City DER within five (5) days of conviction may result in disciplinary action up to and including termination.

**13.160. Americans with Disabilities Act (ADA).**

Alcoholism is considered a disability under the ADA. Syracuse City will make reasonable accommodations for current employees who suffer from alcoholism, including encouraging an employee to participate in rehabilitation programs. However, Syracuse City will hold an alcoholic employee to the same performance standards as other employees and will discipline an employee, up to an including termination, if the employee's alcohol use adversely affects the employee's job performance or is considered to be a safety hazard. An employee or prospective employee whose controlled substance or alcohol (except as modified by the ADA) tests are confirmed and verified positive in accordance with the provisions of this program shall not, by reason of those results alone, be defined as a person with a "handicap" or "disability" for the purposes of Utah Code Annotated Chapter 35, Title 34 (Utah Anti-Discriminatory Act) or the Federal Americans with Disabilities Act.

**13.170. Amendments.**

Syracuse City reserves the right to interpret, modify, and/or revise this policy in whole or in part. Nothing in this policy is to be construed as an employment contract nor does this alter an employee's employment status. This policy will be amended from time to time to comply with changes in Federal and State laws.

## CHAPTER 14
## DOT DRUG AND ALCOHOL TESTING POLICY

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### 14.010. Purpose.

The purpose of this policy is to provide guidelines for the implementation and management of a drug and alcohol testing program for City employees and prospective employees who are subject to the Commercial Driver's License (CDL) drug and alcohol testing requirements under the Federal Omnibus Transportation Employee Testing Act of 1991, as amended, and the Department of Transportation (DOT) Regulations promulgated thereunder. The provisions of this policy are intended and shall be interpreted in accordance with the Federal Omnibus Transportation Employee Testing Act of 1991, as amended, and the DOT Regulations as defined herein. This policy is not intended to create or alter any existing employment status or contract, written or verbal, between Syracuse City and its employees or prospective employees.

**14.020. General Policy.**

Alcohol or drug use can impair an employee's ability to safely and effectively perform the functions of the particular job, increase accidents, absenteeism, and sub-standard performance, create poor employee morale, and/or undermine public confidence in the City's work force. It is the policy of the City to employ a work force and create a workplace free from the adverse effects of alcohol and drug use to ensure the safety, personal health, and productivity of its employees, as well as the health and safety of those with whom Syracuse City employees come in contact. In addition, Syracuse City is committed to reducing highway accidents that result from driver misuse of drugs and alcoholic substances, thereby reducing fatalities, injuries, and property damage. To accomplish this, Syracuse City has developed a "zero-tolerance" substance abuse policy for all current and prospective CDL employees as more particularly set forth in this policy. This policy shall be distributed to all CDL employees and made available for review by prospective CDL employees. Employees may refer any questions regarding this policy or the materials referred to herein to the Human Resources Specialist.

**14.030. Applicability.**

This policy applies to all employees in the service of Syracuse City for compensation, and prospective employees, who are required to hold and maintain a Commercial Driver's License as a condition of employment and/or who operate a commercial motor vehicle in commerce and who are subject to the Commercial Driver's License requirements of the Department of Transportation, including, but not limited to 49 CFR Part 383, as amended, referred to and defined herein as "CDL employees." All other employees shall comply with the Non-DOT Drug and Alcohol Policy set forth in Chapter 11, rather than the provisions set forth herein. All CDL employees shall be subject to the testing requirements of this policy and the Non-DOT Drug and Alcohol Policy subject to the following limitation. When the provisions of this policy are applicable to a certain situation, this policy shall be complied with and no other testing requirements may be imposed. However, when provisions of this policy do not apply to a situation which is otherwise covered by the Non-DOT Drug and Alcohol Policy, CDL employees shall be subject to testing under the Non-DOT Drug and Alcohol Policy. For instance, if a CDL employee is involved in an accident involving loss of life requiring testing under this policy, the employee would be subject to testing under this policy and not subject to testing under the Non-DOT Drug and Alcohol Testing Policy. However, if the employee is involved in an accident not requiring testing under this policy but requiring testing under the Non-DOT Drug and Alcohol Testing Policy, the CDL employee would be subject to testing under the Non-DOT Drug and Alcohol Testing Policy. In any case, if there is any conflict between this policy and any other policy or regulation of the City, the requirements of this policy shall control, and no other testing requirements shall be imposed which would conflict or hinder compliance with this policy. In accordance with DOT Regulations, testing under Chapter 11 cannot be combined with testing required under this Chapter 12.

**14.040. Definitions.**

Words not otherwise defined but used in this policy or in the materials referenced herein are defined in 49 CFR § 386.2, 49 CFR § 390.5 and 49 CFR § 40.3, as amended. As used herein, the following words shall have the meanings set forth below:

(a) Actual Knowledge. "Actual Knowledge" means actual knowledge by an employer that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or

controlled substance use, except as provided in Section 12.070 regarding voluntary admission. Direct observation as used in this definition means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing as used herein.

(b) Alcohol. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

(c) Alcohol Concentration (or Content). "Alcohol Concentration" or "Alcohol Content" means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

(d) Alcohol Use. "Alcohol Use" means the drinking or swallowing of any beverage, liquid mixture, or preparation (including any medication) containing alcohol.

(e) CDL Employee. "CDL Employee" means any employee in the service of Syracuse City for compensation who is required to hold and maintain a Commercial Driver's License as s condition of employment and/or who is required as part of his or her job duties to operate a commercial motor vehicle in commerce and who is subject to the commercial driver's license requirements of 49 CFR Part 383, as amended.

(f) Commerce. "Commerce" means: (1) any trade, traffic, or transportation within the jurisdiction of the United States between a place in a State and a place outside of such State, including a place outside of the United States; and (2) trade, traffic, and transportation in the United States which affects any trade, traffic, and transportation as described in Subsection (1).

(g) Commercial Motor Vehicle. "Commercial Motor Vehicle" means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the vehicle:

(1) Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating more than 10,000 pounds; or

(2) Has a gross vehicle weight rating of 26,001 pounds; or

(3) Is designed to transport 16 or more passengers, including the driver; or

(4) Is of any size and is used in the transportation of material found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 USC § 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR Part 172, subpart F).

(h) Controlled Substances or Drugs. "Controlled Substances" or "Drugs" means those substances identified in 49 CFR 40.85, as amended, consisting of the following:

(1) Marijuana métabolites

(2) Cocaïne métabolites

(3) Amphétamines

(4) Opiate métabolites

(5) Phencyclidine (PCP)

(i) Designated Employee Representative (DER). "Designated Employee Representative" or "DER" means an individual identified by Syracuse City as able to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes. The individual must be an employee of Syracuse City and cannot be a service agent. The City's DER is the Human Resources Specialist.

(j) DOT Regulations. "DOT Regulations" means the rules and regulations promulgated by the U.S. Department of Transportation for alcohol and controlled substance testing requirements for employees subject to the Commercial Driver's License requirements pursuant to the Omnibus Transportation Act of 1991, including, but not limited to §§ 49 C.F.R. 40 and 49 C.F.R. 382, as amended.

(k) Driver. "Driver" means any person who operates a commercial motor vehicle. This includes, but is not limited to: full time, regularly employed drivers; casual, intermittent, or occasional drivers; leased drivers and independent, owner-operator contractors. For the purposes of pre-employment/pre-duty testing only, the term *driver* includes a person applying to the City to drive a commercial motor vehicle.

(l) Medical Review Officer (MRO). "Medical Review Officer" or "MRO" means a licensed physician who is responsible for receiving and reviewing laboratory results generated by the City's drug testing program and evaluating medical explanations for certain drug test results.

(m) Prospective CDL Employee. "Prospective CDL Employee" means any person who has made a written or oral application to become an employee of Syracuse City in a position defined as a CDL employee.

(n) Refuse to Submit. "Refuse to Submit" means that a CDL employee:

(1) Fails to appear for any test (except a pre-employment test) within a reasonable time, as determined by the City, consistent with applicable DOT agency regulations, after being directed to do so by the City. This includes the failure of an employee to appear for a test when called by the TPA (see, 49 CFR 40.61(a));

(2) Fails to remain at the testing site until the testing process is complete. Provided, that an employee who leaves the testing site before the testing process commences a pre-employment test is not deemed to have refused to test as provided in the DOT Regulations (see, 49 CFR 40.63(c));

(3) Fails to provide a urine specimen for any drug test required by this Policy or the DOT Regulations. Provided, that an employee who does not provide a urine specimen because he or she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test (see, 49 CFR 40.63(c));

(4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the driver's provision of a specimen (see, 49 CFR 40.67(l) and 40.69(g));

(5) Fails to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure (see, 49 CFR 40.193(d)(2));

(6) Fails or declines to take a second test the City, TPA or collector has directed the CDL employee to take;

(7) Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER under 49 CFR 40.193(d). In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment;

(8) Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); or

(9) Is reported by the MRO as having a verified adulterated or substituted test result.

(o) Safety-Sensitive Functions. "Safety-Sensitive Functions" means all time from the time a CDL employee begins to work or is required to be in readiness to work until the time he or she is relieved from work and all responsibility for performing work. An employee is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions and includes any of those on-duty functions defined in 49 CFR 395.2. Safety-sensitive functions shall include all duties deemed safety-sensitive under the DOT Regulations, including, but not limited to, the following:

(1) All time at City facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the City;

(2) All time inspecting equipment as required by 49 CFR 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;

(3) All time spent at the driving controls of a commercial motor vehicle in operation;

(4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 CFR 393.76);

(5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and

(6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

(p) Stand-Down. "Stand-Down" means the practice of temporarily removing an employee from the performance of safety-sensitive functions based only on a report from a laboratory to the MRO of a confirmed positive test for a drug or drug metabolite, and adulterated test, or a substituted test, before the MRO has completed the verification of the test results. The City is prohibited from standing down an employee, except consistent with a waiver from the FMCSA.

(q) Third Party Administrator (TPA). "Third Party Administrator" or "TPA" means a service agent that provides or coordinates one or more drug and/or alcohol testing services to DOT-regulated employers. TPA's typically provide or coordinate the provision of a number of such services and perform administrative tasks concerning the operation of the employers' drug and alcohol testing programs.

**14.050. Prohibitions.**

The following conduct is prohibited under this policy in accordance with the prohibitions set forth in 49 CFR 382, Subpart B:

(a) Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. No employer having actual knowledge that a driver has an alcohol concentration of 0.04 or greater shall permit the driver to perform or continue to perform safety-sensitive functions.

(b) On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions. No employer having actual knowledge that a driver is using alcohol while performing safety-sensitive functions shall permit the driver to perform or continue to perform safety-sensitive functions.

(c) Pre-Duty Use. No driver shall perform safety-sensitive functions within four hours after using alcohol. No employer having actual knowledge that a driver has used alcohol within four hours shall permit a driver to perform or continue to perform safety-sensitive functions.

(d) Use Following an Accident. No driver required to take a post-accident alcohol test under this policy and in accordance with 49 CFR 382.303 shall use alcohol for eight hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever occurs first.

(e) Refusal to Submit to Required Test. No driver shall refuse to submit to a post-accident alcohol or controlled substances test required under this policy and in accordance with 49 CFR 382.303, a random alcohol or controlled substances test required under this policy in accordance with 49 CFR 382.305, a reasonable suspicion alcohol or controlled substances test required under this policy in accordance with 49 CFR 382.307, or a follow-up alcohol or controlled substances test required under this policy or 49 CFR 382.311. No employer shall permit a driver who refuses to submit to such tests to perform or continue to perform safety-sensitive functions. Refusal to submit to a required test shall be deemed a violation of this policy and shall result in disciplinary action, up to and including termination.

(f) Controlled Substances Use. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle. No employer having actual knowledge that a driver has used a controlled substance shall permit the driver to perform or continue to perform a safety-sensitive function. The City may require a driver to inform the City of any therapeutic drug use as more particularly provided in this policy.

(g) Controlled Substances Testing. No driver shall report for duty, remain on duty, or perform a safety-sensitive function, if the driver tests positive or has adulterated or substituted a test specimen for controlled substances. No employer having actual knowledge that a driver has tested positive or has adulterated or substituted a test specimen for controlled substances shall permit the driver to perform or continue to perform safety-sensitive functions.

**14.060. Zero-Tolerance.**

If it is determined that a CDL employee violates any term, condition, or provision of this policy, that employee shall be subject to disciplinary action, up to and including termination. Any disciplinary action taken for violations of this policy shall comply with the disciplinary action procedures, as applicable, set forth in Chapter 22 of these Policies and Procedures.

**14.070. Voluntary Self-Identification Program.**

(a) Self-Identification Program. CDL employees of the City may voluntarily admit to alcohol misuse or controlled substances use ("admission") in accordance with the provisions of this Section setting forth the City's voluntary self-identification program. The provisions of this program are intended to comply with the provisions and requirements of 49 CFR 382.121, as amended. Voluntary admissions should be made to the employee's supervisor or the Human Resources Specialist. Employees having a drug or alcohol problem are strongly encouraged to seek help.

(b) Prior to Selection or Violation. To qualify for the City's voluntary self-identification program, the CDL employee must make the admission of alcohol misuse or controlled substances use prior to performing a safety-sensitive function (i.e., prior to reporting for duty) and prior to being selected for testing under this policy (i.e., the admission cannot be made in order to avoid testing under the requirements of this policy.

(c) No Adverse Action. The City shall not take any adverse action against a CDL employee making a voluntary admission of alcohol misuse or controlled substances use in accordance with the conditions and provisions of this Section.

(d) Evaluation and Treatment. A CDL employee who has made a voluntary admission of alcohol misuse or controlled substances use in accordance with the terms and conditions of this Section shall be given sufficient opportunity to seek evaluation, education, or treatment to establish control over the employee's drug or alcohol problem.

(e) Costs and Leave. The City will pay for the first visit to a drug and alcohol abuse evaluation expert. All other costs of evaluation, treatment and rehabilitation shall be the employee's responsibility. The City will allow employees who seek voluntary assistance for alcohol and drug problems under this program to first utilize their accrued sick leave and then their accrued annual leave for rehabilitation. Leave without pay may be requested by the employee and will be considered on an individual case basis. If the FMLA does not apply, an employee's position may be held open for a reasonable period of time up to a maximum of thirty (30) days for voluntary rehabilitation upon approval by the City Manager.

(f) Successful Completion. The CDL employee shall not perform any safety-sensitive functions until and unless the employee has successfully completed an educational or treatment program, as determined by a drug and alcohol abuse evaluation expert (i.e., an employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor). Employees returning to work after treatment must first provide the City with a certification from a reputable substance abuse program that the employee is sober and has successfully completed the treatment program. A licensed professional medical practitioner that specializes in substance abuse must sign this certification.

(g) Return to Duty Testing. Prior to performing any safety-sensitive functions, the employee shall undergo a return to duty test with a result indicating an alcohol concentration of less than 0.02 and/or a return to duty-controlled substances test with a verified negative test result for controlled substances use.

(h) Follow-Up Testing. The employee must also, as a condition of returning to work, agree to follow-up rehabilitation drug and/or alcohol testing and sign a return to work agreement. Follow-up rehabilitation testing will be required for a period of not less than six (6) months and not more than one (1) year after completion of the employee's substance abuse treatment program. The date and time of any required follow-up rehabilitation drug and/or alcohol testing will be unannounced and conducted on a random basis.

(i) Disclaimer. Voluntary notification and enrollment in a rehabilitation program shall only prevent disciplinary action for previous drug or alcohol use that was unknown to the City and shall not prevent the City from testing or taking disciplinary action against an employee who subsequently violates this policy.

**14.080. Prescription and Over-the-Counter Drugs.**

Prescribed and over-the-counter drugs and the necessary instrumentalities of administration brought on City premises may only be used by the person for whom they are prescribed and taken as directed so long as the use of such drugs does not adversely affect the safety of the work environment or significantly impede performance of essential job functions. There are various prescription and over-the-counter drugs that may adversely affect the safety of the work environment. Examples include, but are not limited to, pain relievers that contain opiates, and muscle relaxants. It is the employee's responsibility to be informed about the effects of prescription and over-the-counter drugs they are taking by reading the information that accompanies the drug, including any information provided by the pharmacist, by consulting with their physician, and by accessing and utilizing other sources of information available to the employee, and acting accordingly. Any employee who chooses or is medically required to ingest prescribed or over-the-counter medications that may adversely affect the safety of the work environment, shall immediately notify his or her department head of the type of medication and time period over which said medications will be taken. The department head will make a determination of any restrictions to be placed on the employee after appropriate confidential consultation with the Human Resources Specialist, the City Attorney's Office, and/or medical professionals. A written statement from the employee's physician may be required regarding whether the physician is of the opinion that the employee can safely work or perform his or her job duties while taking the prescribed drug. Any employee who chooses or is medically required to ingest a prescribed or over-the-counter medication outside of the workplace must ensure that the impairing effects have ended prior to reporting for work. For purposes of this policy, medications used as prescribed, which do not constitute a safety concern, shall not be considered a violation of this policy. A positive medical marijuana test result even if recommended by a physician under Utah law will be treated as a positive result as outlined in the remainder of this chapter, due to federal regulations.

**14.090. Testing Required.**

In accordance with the provisions of this policy, all prospective and current CDL employees shall be subject to controlled substances and alcohol testing as a condition of hiring and continued employment with the City. Failure to comply with this policy may result in the City refusing to hire a prospective CDL employee or disciplinary action being taken against current CDL employees, up to and including termination. Specimens collected under this policy may only be used to test for controlled

substances and their metabolites as defined herein and shall not be used to conduct any other analysis or test unless otherwise specifically authorized by DOT Regulations. All testing shall be based on and under the circumstances set forth in Section 12.100 regarding basis for testing.

**14.100. Basis for Testing.**

Prospective and current CDL employees shall be subject to testing for the presence of drugs and alcohol by the City in accordance with the provisions of this policy as a condition of hiring and continued employment with the City for any of the reasons or under the circumstances as more particularly set forth herein: pre-employment testing, post-accident testing, random testing, reasonable suspicion testing, return-to-duty testing, and follow-up testing. CDL employees shall also be subject to controlled substances and alcohol testing when required by Federal law or regulations.

**14.110. Pre-Employment Testing.**

All prospective CDL employees shall undergo testing for controlled substances as a condition of employment and prior to performing any safety-sensitive duties for the City. Pre-employment tests will be conducted on prospective employees on their own time, meaning that prospective employees will not be paid for the time they spend participating in pre-employment testing required by Syracuse City. All pre-employment drug testing will be conducted at the third-party administrator's facility and prospective employees are responsible for their transportation to and from the collection facility. Refusal to consent to a pre-employment drug test will terminate further action towards employment with the City. No prospective CDL employee shall be permitted to perform safety-sensitive functions for the City until and unless the City has received a pre-employment controlled substances test result from the MRO or TPA indicating a verified negative test result for the employee. A controlled substance test may not be required if the employee has participated in a drug testing program that meets the DOT Regulations within the previous thirty (30) days and all other exception requirements as set forth in the DOT Regulations are satisfied.

**14.120. Post-Accident Testing.**

(a) Alcohol Testing.

(1) As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, each surviving CDL employee shall be tested for alcohol under the following circumstances:

(A) The CDL employee was performing safety-sensitive functions with respect to the vehicle and the accident involved the loss of human life; or

(B) The CDL employee received a citation within eight (8) hours of the occurrence under State or local law for a moving traffic violation arising from the accident and the accident involved bodily injury to any person who, as a result of the injury, immediately received medical treatment away from the scene of the accident, or one or more motor vehicles incurred disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

(2) If an alcohol test required by this Section is not administered within two (2) hours following the accident, the City shall prepare and maintain on file a record stating the reasons the

test was not promptly administered. If an alcohol test required by this Section is not administered within eight (8) hours following the accident, the City shall cease attempts to administer the test and shall prepare and maintain on file a record stating the reasons the test was not promptly administered. Such records shall be submitted to the FMCSA, upon request.

(b) Controlled Substances Testing.

(1) As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, each surviving CDL employee shall be tested for controlled substances under the following circumstances:

(A) The CDL employee was performing safety-sensitive functions with respect to the vehicle and the accident involved the loss of human life; or

(B) The CDL employee received a citation within thirty-two (32) hours of the occurrence under State or local law for a moving traffic violation arising from the accident and the accident involved bodily injury to any person who, as a result of the injury, immediately received medical treatment away from the scene of the accident, or one or more motor vehicles incurred disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

(2) If a controlled substances test required by this Section is not administered within thirty-two (32) hours following the accident, the City shall cease attempts to administer the test and shall prepare and maintain on file a record stating the reasons the test was not promptly administered. Such records shall be submitted to the FMCSA, upon request.

(c) Testing. An employee who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the City to have refused to submit to the testing. A driver who is seriously injured and cannot be tested at the time of the accident should provide the necessary authorization for obtaining hospital reports and other documents that would indicate whether there were any drugs and/or alcohol in their system. Nothing in this Section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

(d) Federal, State or Local Test Results. The results of a breath or blood test for the use of alcohol or the results of a urine test for the use of controlled substances conducted by Federal, State, or local law enforcement officials having independent authority to conduct such test shall be considered to meet the requirements of this Section for post-accident testing, provided such tests conform to the applicable Federal, State, and local alcohol or controlled substances testing requirements, as applicable, and the results of such tests are obtained by the City.

(e) Exceptions. Post-accident testing shall not apply to the following situations:

(1) An occurrence involving only boarding or alighting from a stationary motor vehicle; or

(2) An occurrence involving only the loading or unloading of cargo; or

(3) An occurrence in the course of the operation of a passenger car or a multipurpose passenger vehicle by an employer unless the motor vehicle is transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded in accordance with 49 CFR 177.823.

(f) Summary. The following table notes when a post-accident test is required to be conducted in accordance with this Section:

| Type of Accident | Citation Issued to Driver? | Must Test Be Performed? |
|---|---|---|
| Human fatality | YES<br>NO | YES<br>YES |
| Bodily injury with immediate medical treatment away from scene | YES<br>NO | YES<br>NO |
| Disabling damage to any motor vehicle requiring tow away | YES<br>NO | YES<br>NO |

**14.130. Random Testing.**

(a) CDL Employees. Every CDL employee shall be required to submit to random alcohol and controlled substances testing in accordance with the provisions of this Section. CDL employees include, but are not limited to, the following positions:

(1) Deputy Fire Chief

(2) Fire Captain

(3) Fire Engineer

(4) Fire Fighter

(5) Streets Superintendent

(6) Water Superintendent

(7) Environmental Superintendent

(8) Water Maintenance Crew Leader

(9) Streets Maintenance Worker

(10) Water Maintenance Worker

(11) Environmental Maintenance Worker

(b) Testing Percentage Rates. According to current FMCSA standards, random controlled substances testing will be administered at a fifty (50) percent annualized rate and random alcohol testing

will be conducted at a ten (10) percent annualized rate. This means that the total number of controlled substances tests conducted during any twelve (12) month period will be equal to at least fifty (50) percent of the total Syracuse City DOT testing pool, and the total number of alcohol tests conducted during any twelve (12) month period will be equal to at least ten (10) percent of the total Syracuse City DOT testing pool. These rates are set by FMCSA Administration and shall be subject to change based on any increase or decrease in the Federally required testing rate.

(c) Random Selection. Selection of CDL employees for random testing shall be made by a scientifically valid method, such as a random number table or a computer-based random number, generator that is matched with employee's social security numbers, or other comparable identifying numbers. Only covered CDL employees shall be included in the random testing pool. City CDL employees may be part of a larger random testing pool of covered employees. Each CDL employee selected for random testing under the selection process used shall have an equal chance of being testing each time selections are made. Each CDL employee selected for random testing shall be tested during the selection period. Selection for random testing will be done by the City's third-party administrator in order to ensure that selection is truly random and is uninfluenced by any personal characteristics, behavior, or any other attribute.

(d) Unannounced. Random testing conducted under this Section shall be unannounced. The dates for administering the random tests shall be spread reasonably throughout the calendar year.

(e) Testing. Each CDL employee notified of selection for random testing shall proceed to the test site immediately; provided, if the employee is performing a safety-sensitive function other than driving a motor vehicle, at the time of notification, the employee shall cease to perform safety-sensitive functions and proceed to the testing site as soon as possible.

(f) Performing Functions. A driver shall only be tested for alcohol while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions.

**14.140. Reasonable Suspicion Testing.**

(a) Reasonable Suspicion. CDL employees shall be subject to alcohol and/or controlled substances testing when the City has reasonable suspicion to believe that the employee has violated the prohibitions of this policy. A determination of reasonable suspicion shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. Observation for reasonable suspicion may also include indications of the chronic and withdrawal effects of controlled substances.

(b) Supervisor Training. The required observations for reasonable suspicion testing shall be made by a supervisor or other City official who is trained in accordance with applicable DOT Regulations regarding such testing. In an effort to ensure that supervisors are knowledgeable about the symptoms of drug and/or alcohol use, training on symptom recognition will be held for all Syracuse City employees in supervisory positions and only those persons who have attended the training will be qualified to require a reasonable suspicion drug and/or alcohol test. Records regarding training attendance will be kept for a minimum of three (3) years after the date of the training.

(c) Documentation. A written record shall be made of the observations leading to an alcohol and/or controlled substances reasonable suspicion test by the employee's supervisor or the person requesting the reasonable suspicion testing using the City's "Observed Behavior-Reasonable Cause

Record". The form shall be signed by the supervisor or City official who made the observations. The form shall be filled out and the record made within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier. The City strongly urges supervisors to complete the form before the employee is required to submit to testing in order to properly document the circumstances leading up to the testing referral.

(d) Timing of Observations. Reasonable suspicion alcohol testing is authorized by this Section only if the observations required in Subsection (a) are made during, just preceding, or just after the period of the workday that the CDL employee is required to be in compliance with this policy. A CDL employee may only be required to undergo reasonable suspicion testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

(e) Timing for Testing. If an alcohol test required by this Section is not administered within two (2) hours following the determination under paragraph (a) of this Section, the supervisor shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If an alcohol test required by this section is not administered within eight (8) hours following the determination under paragraph (a) of this Section, the supervisor shall cease attempts to administer an alcohol test and shall State in the record the reasons for not promptly administering the test.

(f) Transportation. In the event that reasonable suspicion drug and/or alcohol testing is warranted, it is the responsibility of an agent of Syracuse City to transport the employee being tested to and from the testing facility. In most cases, either the DER or the employee's supervisor will be responsible for transporting the employee.

(g) Refusal to Submit. If an employee refuses to submit to reasonable suspicion drug and/or alcohol test or attempt to leave any Syracuse City premises and is impaired, in the opinion of a trained supervisor, to the extent that he/she would present a danger to either him/herself or others, local law enforcement should be contacted immediately by the supervisor.

(h) Prohibition. Notwithstanding the absence of a reasonable suspicion alcohol test under this section, no driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse, nor shall an employer permit the driver to perform or continue to perform safety-sensitive functions, until:

(1) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or

(2) Twenty-four (24) hours have elapsed following the determination under Subsection (a) of this Section that there is reasonable suspicion to believe that the driver has violated the prohibitions in this part concerning the use of alcohol.

(i) Action. Except as provided in Subsection (h) of this Section, the City shall not take any action under this part against a driver based solely on the driver's behavior and appearance, with respect to alcohol use, in the absence of an alcohol test. This does not prohibit the City with independent authority of this part from taking any action otherwise consistent with law.

**14.150. Return-to-Duty Testing.**

Any Syracuse City CDL employee whose initial breath alcohol content is between 0.02 – 0.039 grams per 210 liters of breath will be subject to return-to-duty breath alcohol testing before being permitted to return to work. The return-to-duty test must be completed not less than the equivalent of one full shift and not more than twenty-four (24) hours after the initial breath alcohol test. Return-to-duty breath alcohol testing will be conducted at the facility of the designated third-party administrator. Refusal to submit to return-to-duty breath alcohol testing will be considered a positive test result and will subject the employee to disciplinary action as set forth in this policy. The requirements for return-to-duty testing shall comply with and be performed in accordance with 49 CFR 40, Subpart O.

**14.160. Follow-Up Testing.**

The requirements for follow-up testing shall comply with and be performed in accordance with 49 CFR 40, Subpart O.

**14.170. Testing Procedures.**

(a) Collection. All sample collection for drugs and alcohol testing under this policy shall comply with the procedures set forth in the DOT Regulations, including, but not limited to, 49 CFR 40, as amended. A licensed medical facility will conduct all DOT drug and alcohol screening.

(b) Samples. Alcohol testing will typically be done with an evidentiary breath testing device.

(c) Inadequate Samples. In the case of urine-based drug testing, a prospective employee who fails to provide an adequate quantity of urine for testing according to the third party's guidelines will no longer be considered for employment. If an employee fails to provide an adequate quantity of urine, the third-party administrator will notify the MRO to determine pertinent information concerning whether or not the individual's inability to provide a specimen is genuine or constitutes a refusal to test. Upon completion of the examination, the MRO will report their conclusions to the Syracuse City DER in writing. If the City or the collector has reasonable cause to believe that the donor of the sample has tampered with their sample, a new sample will be immediately collected.

(d) Testing. Sample drug testing shall conform to scientifically accepted analytical methods and procedures and shall be conducted in accordance with applicable DOT Regulations. All drug tests will use a screening test (typically an immunoassay test) and confirmation test by gas chromatography/mass spectrometry if the screening test is positive. Prospective and current DOT employees have the option of requesting a split-sample test. The City has designated IHC as the City's third-party administrator to assist in setting up and administering the drug and alcohol testing program set forth herein.

(e) Dilute Specimens. Specimens which the laboratory reports as dilute, meaning specific gravity less than 1.003 and creatinine levels less than 20 mg/dL, may be considered invalid and the employee/applicant will be required to give a second specimen. The second specimen will be considered the final result.

(f) Invalid Specimens. If Syracuse City receives a test result that is determined to be invalid, the employee will be immediately retested. The employee will be given no notification of the need to

retest. No action will be taken regarding the first test result and the results of the second test will be considered final. A second "invalid" test result will be treated as a positive test result.

(g) Time. Any drug or alcohol testing required by the City under this policy shall occur during or immediately after the regular work period for current employees and shall be deemed work time for purposes of compensation and benefits for current employees.

(h) Costs. Except as otherwise provided, the City shall pay all costs of sample collection and testing required herein, including the cost of transporting current employees to the testing site if the testing is conducted at a place other than the work site.

(i) Disclaimer. A physician/patient relationship is not created between a prospective or current employee and the City or any person performing the test, solely by this policy and the procedures set forth herein.

**14.180. Results.**

(a) MRO. According to Federal regulations, all drug test results, will be referred to an MRO to verify the test result. In the case of a positive, adulterated, substituted, or invalid test result, the employee or prospective employee shall be so advised by the MRO by telephone on a confidential basis prior to the reporting of the results to the designated employer representative. The employee shall have the right to discuss and explain the results, including the right to advise the MRO of any prescription or over-the-counter medication or other substance consumed which may have affected the results of the test. The MRO shall also review the chain-of-custody documentation to ensure compliance with normal chain-of-custody procedures. If the MRO can verify a legitimate explanation, the MRO would then reverse the test result to negative and report it as negative to the employer. The MRO can report a non-negative test to the employer, without interviewing the employee/applicant, if: (1) an individual has expressly declined the opportunity to discuss the test result with the MRO; (2) the employer has successfully made and documented a contact with the employee and instructed the employee to contact the MRO and more than 72 hours have passed since the time the employer contacted the employee; or (3) if neither the employer nor MRO, after making and documenting all reasonable efforts, has been able to contact the employee within ten (10) days of the date on which the MRO receives the confirmed test result from the laboratory. No MRO review will be done on positive breath or blood alcohol tests.

(b) DER Contact. If the MRO has been unable to contact an employee who has submitted a specimen under this policy, the DER shall make reasonable efforts to contact and request such employee, regardless of employment status, to contact and discuss the results of the controlled substances test with the MRO. The DER shall immediately notify the MRO that the employee has been notified to contact the MRO within 72 hours.

(c) Confirmation. Before the results of any test required herein may be used as a basis for action by the City, the positive test result shall be verified or confirmed using an acceptable and reliable analytical method.

(d) Contesting. All verified non-negative samples will be kept in frozen storage at the laboratory for a minimum of one (1) year. If an employee or applicant believes the laboratory analysis is in error, they will have 72 hours from when first notified of the test result to request the re-analysis of the original specimen that was verified as positive, adulterated, or substituted. The urine sample must be independently re-analyzed by gas chromatography/mass spectrometry at a second SAMHSA-certified laboratory at the expense of the employee/applicant. If the re-analysis is negative, an employee shall be

allowed to return to work immediately, shall be compensated for time lost, and shall be reimbursed for the cost of split specimen testing. Retesting will be on the original specimen and must be performed by a SAMHSA-certified laboratory.

(e) Notification. The City shall notify prospective employees of the results of a pre-employment controlled substances test conducted under this policy, if the prospective employee requests such results within 60 calendar days of being notified of the disposition of the employment application. The City shall notify an employee of the results of random, reasonable suspicion and post-accident tests for controlled substances conducted under this policy if the test results are verified positive. The City shall also inform the employee which controlled substance or substances were verified as positive.

**14.190. DOT Required Action.**

Pursuant to 49 CFR 40.23, the City is required to take the following action under the circumstances described:

(a) As an employer who receives a verified positive drug test result, you must immediately remove the employee involved from performing safety-sensitive functions. You must take this action upon receiving the initial report of the verified positive test result. Do not wait to receive the written report or the result of a split specimen test.

(b) As an employer who receives a verified adulterated or substituted drug test result, you must consider this a refusal to test and immediately remove the employee involved from performing safety-sensitive functions. You must take this action on receiving the initial report of the verified adulterated or substituted test result. Do not wait to receive the written report or the result of a split specimen test.

(c) As an employer who receives an alcohol test result of 0.04 or higher, you must immediately remove the employee involved from performing safety-sensitive functions. If you receive an alcohol test result of 0.02-0.039, you must temporarily remove the employee involved from performing safety-sensitive functions, as provided in applicable DOT agency regulations. Do not wait to receive the written report of the result of the test.

(d) As an employer, when an employee has a verified positive, adulterated, or substituted test result, or has otherwise violated a DOT agency drug and alcohol regulation, you must not return the employee to the performance of safety-sensitive functions until or unless the employee successfully completes the return-to-duty process of Subpart O of this part.

(e) As an employer who receives a drug test result indicating that the employee's specimen was dilute, take action as provided in Sec. 40.197.

(f) As an employer who receives a drug test result indicating that the employee's specimen was invalid and that a second collection must take place under direct observation:

(1) You must immediately direct the employee to provide a new specimen under direct observation.

(2) You must not attach consequences to the finding that the test was invalid other than collecting a new specimen under direct observation.

(3) You must not give any advance notice of this test requirement to the employee.

(4) You must instruct the collector to note on the CCF the same reason (e.g. random test, post-accident test) as for the original collection.

(g) As an employer who receives a cancelled test result when a negative result is required (e.g., pre-employment, return-to-duty, or follow-up test), you must direct the employee to provide another specimen immediately.

(h) As an employer, you may also be required to take additional actions required by DOT agency regulations (e.g., FAA rules require some positive drug tests to be reported to the Federal Air Surgeon).

(i) As an employer, you must not alter a drug or alcohol test result transmitted to you by an MRO, BAT, or C/TPA.

**14.200. Removal from Safety-Sensitive Functions.**

(a) Removal from Safety-Sensitive Functions. Except as provided in the DOT Regulations, no CDL employee shall perform safety-sensitive functions, including driving a commercial motor vehicle, if the employee has engaged in conduct prohibited by Section 12.050 or an alcohol or controlled substances rule set forth in the DOT Regulations. The City shall not permit any CDL employee to perform safety-sensitive functions, including driving a commercial motor vehicle, if the City has determined that the employee has violated this Section. Employees found to have violated the provisions of Section 12.050 shall be removed immediately from safety-sensitive functions in accordance with this policy and the provisions of 49 CFR 40, Subpart O, as amended. As provided in the DOT Regulations, the City may not remove an employee from the performance of safety-sensitive functions based solely on a report from the laboratory of a confirmed positive test for controlled substances, an adulterated test, or a substituted test, before the MRO has completed verification of the test (also known as “standing down”).

(b) Required Evaluation and Testing. No CDL employee who has engaged in conduct prohibited by Section 12.050 shall perform safety-sensitive functions, including driving a commercial motor vehicle, unless the employee has met the requirements of 49 CFR 40, Subpart O, regarding required evaluation and testing. The City shall not permit any CDL employee who has engaged in conduct prohibited by Section 12.050 to perform safety-sensitive functions, including driving a commercial motor vehicle, unless the employee has met the requirements of 49 CFR 40, Subpart O, regarding required evaluation and testing.

(c) Alcohol-Related Conduct. No CDL employee tested under the provisions of this policy who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety-sensitive functions, including driving a commercial motor vehicle, nor shall the City permit the driver to perform or continue to perform safety-sensitive functions, until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test. Except as provided herein, the City shall take any action under this part against an employee based solely on test results showing an alcohol concentration less than 0.04. This does not prohibit the City with authority independent of this Subsection from taking any action otherwise consistent with law.

**14.210. Additional Action.**

(a) Discipline. In an effort to ensure a drug-free workplace, Syracuse City is committed to a zero-tolerance drug and/or alcohol policy for all DOT employees. This means that refusal to test, an MRO-verified positive, adulterated, or substituted drug test, or a positive alcohol (greater than 0.04 grams per 210 liters of breath) test result, as reported by the third party administrator and/or MRO to the Syracuse City DER, for any of the drug and/or alcohol testing programs listed above will result in the disciplinary action against the employee, up to and including termination. Additional grounds for disciplinary action may include failure to fully comply with collection procedures and reasonable collector requests. All disciplinary action will be handled in accordance with the disciplinary procedures set forth in these Policies and Procedures, as applicable.

(b) Refusal to Hire. A prospective employee/applicant who has a positive or non-negative drug test result or refuses to submit to a drug test will not be further considered for employment.

(c) Alcohol Content. It is against Syracuse City policy for any DOT employee whose breath alcohol content is between 0.02 – 0.039 grams per 210 liters of breath to operate any vehicle. An employee with a breath alcohol content of 0.02 – 0.039 will be removed from duty for one shift or 24 hours, whichever is longer. No adverse employment action will be taken on the basis of initial breath alcohol test results in the range of 0.02 – 0.039. Upon return to work the employee must have breath alcohol content less than 0.02 grams per 210 liters of breath. Failure to meet these standards on a follow-up breath alcohol screen will result in disciplinary action up to and including termination.

(d) Referral. Any DOT employee who has a positive drug and/or alcohol test result will be immediately referred by the Syracuse City DER to the Employee Assistance Program (EAP), a licensed substance abuse counselor (LSAC), or substance abuse professional (SAP). The expenses associated with an initial, evaluative consultation with the LSAC or SAP will be paid for by Syracuse City. Additional services beyond an initial evaluation provided to the employee by the LSAC or SAP will be at the expense of the employee.

**14.220. Records.**

(a) Maintain. The City shall maintain records regarding alcohol and controlled substances testing in accordance with DOT Regulations, including, but not limited to, 49 CFR 382.401, as amended.

(b) Controlled Access. All alcohol and controlled substances testing records shall be maintained in a secure location with controlled access as more particularly set forth in Section 12.200.

(c) FMCSA Access. All records required by this policy shall be maintained in accordance with 49 CFR 390.31 and must be made available for inspection at the City offices within 2 business days after a request have been made by an authorized representative of the Federal Motor Carrier Safety Administration.

(d) Employee Access. A CDL employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances tests. The City shall promptly provide the records requested by the employee. Access to the employee's own records shall not be contingent upon payment for records other than those specifically requested.

(e) Subsequent Employers. Records shall be made available to a subsequent employer upon receipt of a written request from the employee. Disclosure by the subsequent employer is permitted only as expressly authorized by the terms of the employee's request.

(f) Identified Persons. The City shall release information regarding an employee's records as directed by the specific written consent of the employee authorizing release of the information to an identified person. Release of such information by the person receiving the information is permitted only in accordance with the terms of the employee's specific written consent as outlined in 49 CFR 40.321(b), as amended.

**14.230. Confidentiality.**

The use and disposition of all drug and alcohol testing results and records shall be considered confidential and are subject to the limitations of the Utah Government Records Access and Management Act and the Americans with Disabilities Act. In an effort to ensure that all drug and/or alcohol test results remain confidential, the TPA and/or MRO for the Syracuse City drug testing program are only authorized to release test results to the Syracuse City DER. After being received by Syracuse City, all drug and alcohol test results will be stored in confidential employee files (established for all Syracuse City employees) and will remain confidential to the extent required or allowed by law. The DER will determine which person(s) within the City have a need to know which test results. Test and other records will be maintained in a secure manner so that disclosure of confidential and/or medical information to unauthorized persons does not occur. Test results may be released in legal proceedings where the employee raises the issue of drug test (i.e. unemployment hearing, wrongful termination, etc.).

**14.240. Notification of Conviction**

Any investigation by law enforcement or conviction for controlled substance or alcohol activity may be cause for dismissal from employment. Failure of an employee to report any conviction for illegal drug use or alcohol misuse to their supervisor and/or the Syracuse City DER within five (5) days of conviction may result in disciplinary action up to and including termination.

**14.250. Americans with Disabilities Act (ADA).**

Alcoholism is considered a disability under the ADA. Syracuse City will make reasonable accommodations for current employees who suffer from alcoholism, including encouraging an employee to participate in rehabilitation programs. However, Syracuse City will hold an alcoholic employee to the same performance standards as other employees and will discipline an employee, up to an including termination, if the employee's alcohol use adversely affects the employee's job performance or is considered to be a safety hazard. An employee or prospective employee whose controlled substance or alcohol (except as modified by the ADA) tests are confirmed and verified positive in accordance with the provisions of this program shall not, by reason of those results alone, be defined as a person with a "handicap" or "disability" for the purposes of Utah Code Annotated Chapter 35, Title 34 (Utah Anti-Discriminatory Act) or the Federal Americans with Disabilities Act.

**14.260. Amendments.**

Syracuse City reserves the right to interpret, modify, and/or revise this policy in whole or in part. Nothing in this policy is to be construed as an employment contract nor does this alter an employee's employment status with the City. This policy will be amended from time to time to comply with changes in Federal and State laws. This policy is a general summary of Syracuse City's Department of Transportation (DOT) Drug-Free Workplace policy. If there is any question or conflict between what is said in the policy and the language in the DOT regulations as codified in 49 CFR parts 40 and 382, the DOT regulations will prevail.

## CHAPTER 15
## EMPLOYEE TESTING AND EVALUATION

**15.010. Background Investigations.**
**15.020. Medical Examinations.**
**15.030. Driving Record Evaluations.**

### 15.010. Background Investigations.

(a) Purpose. Utah law allows for criminal and sex offender history background investigations for employees and volunteers who: (1) provide services to children or vulnerable adults; (2) have fiduciary trust over money; (3) who care for, have custody of, or control of children; or (4) when necessary to safeguard national security. Due to the various types of employment positions within Syracuse City and the numerous contacts employees have with our citizens and customers, which span the entire age spectrum and include various security issues, it is Syracuse City's policy that all new employees will be subject to a background investigation prior to hiring. Volunteers working in public safety and recreation departments will be subject to a background investigation as a condition of and prior to being authorized to perform volunteer services for the City. In addition, employees and volunteers working in the public safety and recreation departments will be subject to annual criminal and sex offender investigations. The purpose of the background investigation is to verify credentials, to ensure that each person hired by Syracuse City is an appropriate fit for both Syracuse City and the position being offered, and to ensure that Syracuse City continues to employ individuals who do not pose a threat to those with whom they work.

(b) Scope. This policy applies to all prospective employees and volunteers of Syracuse City who are over eighteen (18) years of age. Successful completion of the background investigation process is a condition of employment for any position with the City and for volunteer service involving public safety and recreation departments as more particularly provided herein. A prospective employee who fails to meet the standards outlined below will not be considered for employment or volunteer service.

(c) Pre-Employment Checks. Syracuse City will conduct a pre-employment background investigation on all prospective employees and applicable volunteers over the age of eighteen (18). The information verified will depend on the type of position being offered. All pre-employment background investigations may include a social security trace, basic employment and education verification, and a county criminal history search.

(d) DOT Employees. In the case of prospective DOT employees, employment verification will include information regarding DOT drug and/or alcohol tests conducted by previous employers in accordance with applicable DOT regulations. A DOT background investigation will also include verification of the prospective employee's driving record in accordance with applicable policies.

(e) Public Safety Employees. Background investigations conducted on prospective public safety employees, including applicants for both the fire and police departments, will include an extended employment verification including information pertaining to the prospective employee's previous job responsibilities, disciplinary actions, performance, awards and/or certifications.

(f) Promotions. Background investigations will be conducted on employees who are promoted to a position that will require more responsibility in finances and/or safety sensitive duties.

(g) Annual Background Investigations. Employees and volunteers who are over the age of eighteen (18) and are working in the public safety, community development and parks & recreation departments in positions listed in below shall be subject to an annual background investigation to gather information pertaining to any criminal or sexually based convictions that may have occurred since hire or since the date of the last annual background investigation. Because criminal convictions can relate to the performance of job-related duties, the primary purpose of all annual background investigations conducted for employees and volunteers working in the public safety and recreation departments is to ensure that Syracuse City employees and volunteers who, in the course of their regular duties, may be required to enter citizen's homes or work with minors are held to the highest legal standards. If an annual background investigation conducted on a current Syracuse City employee or volunteer indicates that an employee or volunteer has been convicted of a criminal and/or sexual offense as listed in Subsection (h), that individual shall be subject to disciplinary action up to and including termination or ineligibility for volunteer service.

- Community Development
  - Code Enforcement Officer

- Fire Department:
  - Fire Chief
  - Deputy Fire Chief
  - Fire Marshal
  - Fire Captain
  - Fire Engineer
  - Fire Fighter
  - Any Fire Department Volunteers

- Police Department:
  - Police Chief
  - Assistant Police Chief
  - Police Lieutenant
  - Police Sergeant
  - Police Officer
  - Crossing Guard
  - Any Police Department Volunteers

- Parks & Recreation Department
  - Parks & Recreation Director
  - Assistant Parks & Recreation Director
  - Recreation Manager
  - Recreation Program Coordinator
  - Parks Maintenance Crew Leader
  - Site Supervisor
  - Parks Maintenance Worker
  - Any Recreation Department Volunteers

(h) Procedures. In all cases, the individual being required to submit to a background investigation will be required to sign a waiver allowing the designated third party to obtain the requested information. This waiver, along with personal information about the prospective applicant or volunteer or

the current employee or volunteer and their previous education and employment (if applicable), will be forwarded to the City's designated third-party administrator. Background investigations required by Syracuse City will be paid for by Syracuse City and will be conducted in accordance with all Federal and State regulations relative to background investigations.

(i) Results. The primary purpose of all pre-employment and volunteer service background investigations is to verify the information provided by the applicant or volunteer, to ensure that each person hired by or authorized to provide volunteer services for the City is an appropriate fit for both Syracuse City and the position being offered, and to ensure that the City continues to employ or permit volunteer services by individuals who do not pose a threat to those with whom they work or provide services.

(1) Any discrepancy between information provided by the applicant and information obtained through the pre-employment or volunteer service background investigation process will be considered falsification and may end an applicant's consideration for employment.

(2) If a pre-employment or volunteer service background investigation conducted on a prospective employee or volunteer has any of the following discrepancies or criminal history, that individual will not be considered for employment or volunteer service. This list is meant to illustrate possible reasons for denial of employment or volunteer service related to the results of a pre-employment or volunteer service background investigation and should not be construed as an exhaustive list of possible reasons for denial of employment or volunteer service. Any other information obtained from the background investigation process may result in the denial of employment or volunteer service.

(A) Inability to verify and/or authenticate a provided social security number (if applicable);

(B) Inability to verify that educational levels provided match the educational requirements of the position being offered (if applicable);

(C) Any conviction for any crime against minors, seniors, or persons with a disability;

(D) Any felony conviction involving violence;

(E) Any sexual offense conviction;

(F) A felony conviction for driving under the influence of alcohol/drugs (DUI) or other drug or alcohol related driving offense within the past ten (10) years;

(3) If a pre-employment or volunteer service background investigation conducted on a prospective employee or volunteer has any of the following discrepancies or criminal history, that individual may or may not be considered for employment or volunteer services and will be evaluated on a case by case basis. This list is meant to illustrate possible reasons for denial of employment or volunteer service. Any other information obtained from the background investigation process may result in the denial of employment or volunteer service.

(A) A misdemeanor conviction for driving under the influence of alcohol/drugs (DUI) or other drug or alcohol related driving offense within the past ten

(10) years;

(B) Any criminal conviction within the last seven (7) years that is related to violence, drugs and/or alcohol, or the commission of which, in the City's opinion, is indicative of conduct or character inconsistent with that of those entrusted to perform public service, or until such convictions are eligible for expungement, whichever is longer.

(j) Confidentiality. In an effort to ensure that all background investigation results remain confidential, the third-party administrator for the Syracuse City background investigation program is only authorized to release results to the Syracuse City Designated Employee Representative (DER). The City's DER is the Human Resources Specialist. After being received by Syracuse City, all background investigation results will be stored in confidential employee files (established for all Syracuse City employees) or, in the case of applicants for whom employment was denied, with the prospective employee's employment application. All information obtained through the background investigation process will remain confidential to the extent required or allowed by law. The DER will determine which person(s) within the City have a need to know the results of the background investigation process.

(k) Maintenance and Release. Background investigation results and other records will be maintained in a secure manner so that disclosure of confidential and/or medical information to unauthorized persons does not occur. Background investigation results may be released in legal proceedings (i.e. unemployment hearing, wrongful termination, etc.). Results can be released to persons representing Syracuse City (i.e. attorneys, workers compensation insurance adjuster, etc.). Employees, former employees, and prospective employees, can request copies of their background investigation results by making a written request to the Syracuse City DER.

**15.020. Medical Examinations.**

Applicants who have received a contingent offer of employment and current employees may be required, as legally appropriate and as permitted under the Americans with Disabilities Act, to submit to medical examinations. An applicant who has received a contingent job offer may be required to undergo a medical examination to demonstrate ability to safely perform the essential functions of the position for which the employee is being hired. Employment offers are contingent upon satisfactory completion of such examinations. As a condition of continued employment, employees may be required to undergo periodic job-related medical examinations in accordance with applicable legal restrictions and requirements. All medical examinations required by the City shall be paid for by the City in accordance with *Utah Code Ann*. ' 34-33-1, as amended. All records regarding medical examinations of applicants and employees shall be maintained as classified in accordance with the Utah Government Records Access and Management Act, as set forth in *Utah Code Ann*. ' 63-2-101, *et seq*., as amended.

**15.030. Driving Record Evaluations.**

Any prospective employee or volunteer who may be required to operate a City-owned vehicle or personal vehicle on City business shall be required to submit to a pre-employment driving record evaluation. Pre-employment driving record evaluations shall be conducted with the written consent of the prospective employee. Failure to consent to a driving record evaluation, when required, will preclude employment with the City. Driving record evaluations will be conducted using the information available through the Utah Driver's License Division. If the applicant does not currently have a Utah driver's license, the driving record evaluation will be conducted using the information available through the City's Background Investigation system.

As part of the driver qualification process all drivers or potential drivers' Motor Vehicle Record (MVR) will be screened and monitored on an ongoing basis to ensure the standard is met and maintained. Drivers will be qualified as "Acceptable" or "Borderline". Drivers qualified as "Borderline" may be authorized to drive on a probationary basis as determined by the City Manager. Drivers or potential drivers whose record does not meet the driver qualification standard and is deemed "Unacceptable" will not be allowed to operate any City vehicle or personal vehicle while engaged in City business and may be subject to disciplinary action up to and including termination or may not be considered eligible for employment with the City.

All drivers must possess a valid Driver License. Required endorsements, if applicable, must also be maintained. The driver qualification evaluation will be based on the driver's MVR and may also take into account work related motor vehicle incidents, whether or not the incident has been recorded on the driver's MVR. All violations recorded on the MVR within the last 5 years, whether they occurred on the job or not, are included in the driver qualification evaluation.

"Acceptable" or "Borderline" qualification will be determined using the following point system. Any number of violations or accidents in excess of the "Borderline" criteria constitutes a failure to meet the driver qualification standard.

0-2 Points = Acceptable
3-4 Points = Borderline
5+ Points = Unacceptable

1 point per moving violations
1 point per at-fault accidents
3 points per DUI or DWI within the last two to five (2-5) years
3 points per careless, reckless, distracted, or impaired driving conviction
5 points per DUI or DWI within the last twenty-four (24) months
5 points per conviction for failure to stop or report an accident, making a false accident report, attempting to allude a law enforcement officer, or any other conviction determined by the City Manager.

A single major violation recorded on the MVR, or resulting from a work-related incident, may be deemed "Unacceptable" will not be allowed to operate any City vehicle or personal vehicle while engaged in City business and may be subject to disciplinary action up to and including termination or may not be considered eligible for employment with the City. Major violations include, but are not limited to:

- DUI or DWI in the previous twenty-four (24) months, or
- Failure to stop and/or report an accident, or
- Making a false accident report, or
- Attempting to elude a law enforcement officer, or
- Others as determined by the City Manager

It is the duty of the employee to notify his or her supervisor immediately if his or her driver's license has expired, has been suspended or revoked, or if the employee has committed driving under the influence (DUI) or other alcohol or drug related driving offense.

## CHAPTER 16
## WORKPLACE SAFETY

**16.010. General Policy.**
**16.020. Occupational Safety and Health Act.**
**16.030. Safe Environment.**
**16.040. Inspection of Workplace.**
**16.050. Safety Rules.**
**16.060. Use of Equipment and Tools.**
**16.070. Confined Space Entry.**
**16.080. Hazardous Communication.**
**16.090. Hazardous Energy Control (Lockout/Tagout).**
**16.100. Fire Safety & Evacuation Plan.**
**16.11~~10~~00. Department Specific Safety.**
**16.12~~0~~10. Accidents/Incidents & Work-Related Injuries.**
**16.13~~0~~20. Worker's Compensation.**
**16.14~~0~~30. Bringing Children to Work.**
**16.15~~0~~40. Exposure to Blood-borne Pathogens.**
**16.16~~0~~50. Safety Incentive Program.**

### 16.010. General Policy.

Syracuse City strives to provide a healthy and safe working environment. Safety is largely the use of good judgment and careful work habits. If an employee is unsure how to perform a task safely, he or she should ask his or her supervisor or department head for the correct method or procedure. Failure to follow City safety rules as set forth in this Chapter or any other unsafe conduct constitutes misconduct and shall be subject to disciplinary action, up to and including termination.

### 16.020. Occupational Safety and Health Act.

(a) Compliance. It is the intent of the City to comply with all applicable rules and regulations pertaining to the Occupational Safety and Health Act ("OSHA") as established under Federal Law and Utah State Law. No job is so important and no service so urgent that time cannot be taken to perform work safely. Syracuse City will post all required OSHA notices in conspicuous places (such as employee bulletin boards or where similar notices are usually posted). Additional information relative to OSHA requirements and safety standards can be obtained from the Human Resources Specialist or applicable State or Federal agency.

(b) Inspections. If an OSHA inspector arrives on the job site, an employee should immediately notify the Human Resources Specialist and City Manager and refer the inspector to such personnel for any questions or inspections. If the inspection was due to an employee complaint, the Human Resources Specialist should request a copy of the complaint. This will help Syracuse City correct any safety problems. Under no circumstances should the information received on an employee complaint be used for disciplinary action toward an employee as this type of action is prohibited by law.

### 16.030. Safe Environment.

It is the policy of Syracuse City to maintain a work environment which is free from any recognizable hazard that is likely to cause death or serious injury to any employee. It is the City's policy

to maintain a safe work environment through planning, training, and open communication with all employees regarding safety matters. Each employee is required to comply with OSHA orders, rules, and regulations and all safety provisions of these Policies and Procedures.

It is the employee's responsibility to become familiar with their department specific safety policy and procedures.

**16.040. Inspection of Workplace.**

In accordance with law, the City Manager and applicable Department Heads should inspect or designate a competent person or persons to inspect the workplace frequently for unsafe conditions and practices or defective equipment and materials. Where such conditions are found, appropriate action should be taken to correct such conditions immediately. The City Manager, or designee, shall enforce safety regulations and issue such rules as may be necessary to safeguard the health and lives of employees and the public.

**16.050. Safety Rules.**

Each Department may prepare additional safety rules applicable to the specific nature of work in such Department; provided, such rules are not in conflict with the rules listed below. Employees shall comply with all Department rules and regulations and the following general safety rules applicable to all Departments.

(a) Proper licensing, training and extreme caution are required by all employees operating any type of power equipment.

(b) Employees shall use all necessary personal and mechanical safety equipment appropriate to the job, such as safety glasses, gloves, toe guards, back supports, and hard hats, if required or appropriate for the work performed.

(c) Employees shall avoid wearing loose clothing and jewelry while working on or near equipment and machines. Long hair shall be properly secured.

(d) All accidents shall be reported immediately to the supervisor or department head in accordance with these Policies and Procedures.

(e) Employee~~s~~'~~s~~ shall immediately cease using and report any defective equipment to the employee's department head or the Human Resources Specialist.

(f) Employees shall not operate equipment or use tools for which licensing and training has not been received.

(g) In all work situations, safeguards required by State and Federal Safety Orders shall be provided and utilized.

(h) Due to the potential risk of serious injury or death, employees are prohibited from entertaining or caring for guests or family members while on-duty or in or around the workplace. Employees should use extreme caution and care when working in inherently dangerous work areas including, but are not limited to:

(1) Road repair;

(2) Construction areas;

(3) Vehicle maintenance areas;

(4) Swimming pools; and

(5) Animal control.

(i) Employees shall promptly report any hazardous or dangerous condition in the workplace to their supervisor.

**16.060. Use of Equipment and Tools.**

(a) The use of Syracuse City equipment or tools for private purposes is strictly prohibited unless otherwise specifically provided herein.

(b) Employees shall be required to attend training provided by the City, including an explanation of job hazards, safety procedures and training on all equipment, tools, etc., necessary for the accomplishment of the employee's job. Employees may attend additional training as approved by the City.

(c) A commercial driver's license (CDL) is required for operators of commercial motor vehicles in accordance with applicable Federal laws and regulations. No individual shall be allowed to operate such vehicles unless a current commercial driver's license is in his or her possession in accordance with applicable Federal laws and regulations. Employees must renew their commercial driver's license as required by applicable Federal laws and regulations. CDL employees shall also be subject to drug and alcohol testing and ongoing driver's license evaluations as more particularly provided in these Policies and Procedures.

**16.070. Confined Space Entry.**

Syracuse City has a written confined space entry policy for situations and work conditions requiring confined space entry in accordance with applicable Federal laws and regulations. This is part of the Syracuse City Safety Handbook. All employees who work or may potentially work in or near a confined space shall comply with the requirements stated in the Safety Handbook related with confined space.

**164.080. Hazardous Communication.**

Syracuse City has a written Hazardous Communication policy in compliance with Utah's Right-to-understand law as well as the Globally Harmonized System of classification and labeling of chemicals. All employees shall comply with the requirements stated in the Safety Handbook related with hazardous communication.

**16.090. Hazardous Energy Control (Lockout/Tagout).**

Syracuse City has a written Hazardous Energy Control policy in compliance with the OSHA-mandated requirements for controlling hazardous energy sources at Syracuse City during the servicing,

testing, and/or maintenance of machines and energized equipment. This policy details the locking-out and tagging-out of hazardous energy sources in order to protect the safety and health of maintenance workers and employees. Workers and employees could be injured or killed in the event of the unexpected start-up of machines or equipment or during the release of stored energy. All employees shall comply with the requirements stated in the Safety Handbook related with hazardous energy control.

**16.100. Fire Safety & Evacuation Plan.**

Each Syracuse City Facility has a fire alarm system that will be utilized to notify the occupants of a fire emergency. The fire alarm contains manual hand pulls and smoke detectors to initiate an alarm. When the alarm sounds a 3-pulse audible sound accompanied by strobe lights will notify occupants of an alarm. 9-1-1 must be contacted to ensure the fire has been reported. Each Department Head is required to designate an emergency assembly point for their department and shall notify all employees in their department, the Human Resource Manager and the City Manager of such location.

If you discover a fire:

a) Sound the fire alarm by pulling the closest manual hand pull
b) Verbally notify those around you of a fire as you move towards the exit.
c) Isolate the fire by closing doors as you exit the building.
d) When capable, help the residents and others evacuate the building
e) Evacuate the building and call 9-1-1 to report the fire as soon as plausible
f) Report to the emergency assembly point that has been designated by your Department Head.

If you hear or see the fire alarm, evacuate the building and call 9-1-1.

Syracuse City will have emergency evacuation drills on occasion. The drills will be posted and noticed for employees and residents to be made aware of the drill. It is mandatory that all occupants and employees participate. Upon completion of the drill, the Department Head will notify employees and residents when they may re-enter the building. Employees shall notify their Department Head of flaws in the drill. Department Heads will be responsible for ensuring changes to the plan are revised when needed. Department heads will also be responsible for ensuring new employees are notified of the emergency evacuation plan and the assembly point for their department.

**16.110~~00~~.Department Specific Safety.**

Other safety policies that are specific to duties performed in a department are also included in the Safety Handbook. These may include fall protection, forklift operation, etc. Additional safety measures may be in the form of Standard Operating Procedures (SOP) or Standard Operation Guidelines (SOG) for each department specifically. SOPs/SOGs are not considered a part of the Safety Handbook, but employees in that department are expected to know and understand all safety policies, practices, operations, and guidelines for the duties that they are required to perform.

**16.120~~10~~.Accidents/Incidents & Work-Related Injuries.**

(a) Initial Reporting. To the extent circumstances permit, employees who are injured, no matter how minor, or involved in a post-accident/incident while on-duty in connection with employment, or in connection with Syracuse City vehicles must immediately notify their supervisor or department head of

the injury/incident. The supervisor or department head should ensure prompt and qualified medical attention is provided for the employee. The supervisor or department head should notify the Human Resources Specialist as soon as possible of the reported injury/incident.

(b) Medical Attention. To the extent circumstances permit, an employee who sustains a work-related injury shall be driven by the supervisor, another employee or emergency personnel to one of the following medical facilities for any necessary medical attention:

(1) Layton WorkMed (during business hours 8AM-5PM) and drug and alcohol screening must be done; or

(2) Syracuse InstaCare (after business hours 5PM-9PM) and supervisor shall call the after-hours WorkMed Phone (801-387-8378) for drug and alcohol screening to be done; or

(3) McKay Dee Hospital Emergency Room (after hours) and supervisor shall call the after-hours WorkMed Phone (801-387-8378) for drug and alcohol screening to be done; or

(4) Nearest Emergency Room, if life threatening.

(c) Drug & Alcohol Screening. An employee who is involved in a work-related accident involving the following are required to submit to post-accident drug and alcohol testing:

(1) A vehicle in motion operated by a city employee.

(2) Any accident or incident of such a nature that there is a reasonable possibility that impairment due to drug or alcohol use could be a contributing factor, for the following incidents:

(a) Injury to any person requiring medical treatment by a healthcare provider; or

(b) Property damage, other than to city vehicles, anticipated to exceed $1,000.

(3) Off-duty employees involved in a motor vehicle accident involving a Syracuse City vehicle will also be subject to post-accident drug and alcohol testing as directed above.

a. Procedure.

i. Post-accident drug tests must be conducted within 32 hours of the accident and/or incident. Post-accident alcohol tests should be conducted within two (2) hours of the accident and not later than eight (8) hours after the accident. If these time limits have passed, the City should cease attempts to collect the sample.

ii. In the event that post-accident drug and alcohol testing is warranted, it is the employee's supervisor's responsibility or an agent of Syracuse City or emergency personnel to transport the employee being tested to and from the testing facility. In most cases, it is the employee's supervisor's responsibility to ensure the employee is transported. The

testing facility to use during business hours (8AM-5PM) is the Layton WorkMed. If the accident occurred after business hours the supervisor shall call the after-hours WorkMed phone (801-387-8378) for drug and alcohol testing to be done.

iii. Any employee who is required to submit to post-accident drug and alcohol testing will be removed from any safety sensitive functions and placed on alternative duty, as necessary, or placed on paid administrative leave until the results of the drug and alcohol tests can be verified. If the test results are negative, the employee will be able to return to work upon receipt of the test results. If the test results are positive or non-negative, the employee will be subject to termination as provided herein.

(d) Claims. Claims for work-related injuries, including doctor or hospital bills, should not be submitted to the employee's regular health insurance plan. The ~~Human Resource Specialist~~Human Resource Manager will file a claim with Syracuse City's worker's compensation carrier.

(e) Documentation. Documentation of all work-related injuries shall be filled out and submitted as soon as reasonably practical following the injury. It is essential that all injuries be reported to the Human Resources Specialist in order to ensure that the proper documentation is filled out in a timely manner. The following forms shall be filled out by the employee, to the extent practicable under the circumstances, or the Human Resources Specialist if the employee is unable to fill out the forms.

(1) Injury/Incident Report form must be filled out. A separate form must be filled out by the employee, any witnesses, and the immediate supervisor. See form in Appendix G~~N~~.

(2) Form 122. Form 122 must be filled out by the ~~HR Specialist~~Human Resource Manager and is submitted to the insurance carrier online while submitting the claim within seven (7) days of the date of injury. A copy of this document will be kept in the injury/illness file for each incident.

(3) OSHA First Report of Injury. An OSHA First Report of Injury Form must be filled out by ~~HR Specialist~~Human Resource Manager and filed within seven (7) days after first knowledge or notification of an injury or occupational disease resulting in medical treatment, loss of consciousness, loss of work, restriction of work, or transfer to another job if the illness and/or injury required more than minor first-aid. The original reporting form will be kept in OSHA 300 Log file that will be created for each incident.

(f) The Human Resources Specialist shall investigate reported job-related injuries to determine the cause of the injury and any remediation or safety measures that may be taken to avoid similar injuries.

(g) The ~~Human Resource Specialist~~Human Resource Manager shall file a report with OSHA within eight (8) hours of occurrence of all fatalities, disabling, significant, and serious injuries or illnesses to employees. "Disabling and serious" includes, but is not limited to any injury or illness resulting in immediate admittance to the hospital, permanent or temporary impairment where part of the body is

made functionally useless or is substantially reduced in efficiency and which would require treatment by a medical doctor, such as amputation, fracture, deep cuts, severe burns, electric shock, sight impairment, loss of consciousness, and concussions; illnesses that could shorten life or significantly reduce physical or mental efficiency inhibiting the normal function of a part of the body, such as cancer, silicosis, asbestosis, hearing impairment and visual impairment.

(h) Return to Service. Before returning to work after a job-related injury requiring medical care, the employee must submit a statement from the attending physician stating the employee is able to return to work and resume normal duties of the employee's particular job position or that outlines what restrictions the employee has. The City will accommodate restricted duty jobs for workers injured on the job. The ~~Human Resource Specialist~~Human Resource Manager will work with the Supervisor of the employee to design a work strategy that meets the injured employee's restrictions and accomplishes Syracuse City's goals. Failure to return to work when able to do so may result in disciplinary action, up to and including termination.

(i) Checklist. See Appendix H~~O~~ for a checklist to help employees and supervisors remember steps.

**16.130~~20~~. Workers' Compensation.**

Eligible employees may be covered under the Workers' Compensation Act as set forth in *Utah Code Ann.* §§ 34A-2-101, *et seq*., as amended, for any injury sustained during the performance of their job. When an injury occurs in the-line-of duty and results in more than three (3) days away from work, Workers' Compensation wage benefits will be paid to the employee. The employee will:

(a) Receive two-thirds of their salary (tax-exempt) from the city's Workers' Compensation carrier; and

(b) Be allowed, upon request to Department Head, to receive up to ten percent (10%) of the employee's wages/salary by using any leave balances available.

Workers' Compensation leave shall run concurrently with Family Medical Leave (FMLA). If the employee is not able to return to work after his or her FMLA leave is exhausted, the paid and unpaid leave policies shall be followed.

**16.140~~30~~. Bringing Children to Work.**

The City does not have a childcare program at this time. Due to safety and productivity issues, employees are not permitted to bring their children to work with them. This provision does not apply to City-approved organized programs intended to provide children an opportunity to observe the workplace or career opportunities or other educational fieldtrips and tours of the City offices. Limited exception may be made on a case by case basis by the Department Head or City Manager.

**16.150~~40~~. Exposure to Blood-borne Pathogens.**

(a) Definitions:

The following terms are defined for purposes of this section:

(1) Exposure: Contact with blood or bodily fluids that contain blood or have the potential to be infectious, when that contact includes a member's eye, mouth, nose, broken or non-intact skin, or a needlestick or sharp puncture from an object that may have been used to contact the blood or bodily fluids of another which are capable of transmitting blood-borne pathogens.

(2) Body Fluids Capable of Transmitting Blood-borne Pathogens: Blood, amniotic fluid, pericardial fluid, cerebrospinal fluid, vaginal/cervical secretions, peritoneal fluid, synovial fluid, semen, breast milk, or another fluid contaminated with blood. This does not include the following, unless blood or another fluid capable of transmitting is present or mixed with them: feces, mucus, saliva, tears, sweat, urine, or vomit.

(b) Precautions. Employees should take all reasonable measures to avoid exposure to body fluids known to transmit blood-borne pathogens. In work assignments that carry an increased risk of exposure, employees are expected to use good judgment and follow training and procedure related to mitigating the risks associated with potential exposures. This will include:

(1) stocking gloves, antiseptic hand cleanser, and CPR masks in locations readily accessible to the employee;

(2) Washing hands immediately or as soon as feasible after removal of any gloves or PPE;

(3) Thoroughly washing any part of the body that has had contact with suspect fluids;

(4) Treating all human blood and bodily fluids/tissue as if it is known to be infectious for blood-borne pathogens;

(5) Using an appropriate barrier device when providing CPR;

(6) Disposing of or decontaminating equipment as soon as possible after the equipment has been in contact with suspect fluids;

(7) Cautiously handling all sharps and other items that cut or puncture (such as needles, broken glass, razors, or knives), per department policy;

(8) Avoiding eating, drinking, applying cosmetics or lip balm, or handling contact lenses where there is a reasonable likelihood of exposure; and

(9) Disposing of biohazardous waste appropriately, per department policy.

(c) Immunizations & Screening. Employees for whom it is reasonable to anticipate an exposure to Hep A & B due to their job assignments may receive the Hep A & B vaccine and any routine booster at no cost to the Employee. The Employee is responsible for completing the Hep A & B series once deemed necessary. Employees may also be screened for tuberculosis pursuant to the guidelines established by Utah OSHA.

(d) Post-Exposure Procedures. Employees who experience an exposure to body fluids capable of transmitting blood-borne pathogens shall:

(1) Begin decontamination procedures immediately (wash hands or other skin making contact with soap and water, flushing mucous membranes with water);

(2) Obtain medical attention as appropriate, as described in Section 14.110(b) of this Policy, within 2 hours if possible, specifically seeking the following tests:

(i) HIV Ab;

(ii) HBsAg;

(iii) HBsAb; and

(iv) Hep C Ab; and

(3) Notify a supervisor as soon as possible.

(e) Supervisor Report. Supervisors shall investigate and report every exposure or suspected exposure that occurs, as soon as possible after the incident. The report shall include the following:

(1) Name and social security number of the employee exposed;

(2) Date and time of incident;

(3) Location of incident;

(4) Potentially infectious material involved and source of exposure (including identity of source, if known);

(5) Work being done during exposure;

(6) How incident occurred or was caused;

(7) PPE in use at the time of the incident; and

(8) Actions taken post-event (clean-up, notifications, etc.).

(f) Source Testing. Source testing should be sought from the individual who generated the body fluid capable of transmitting blood-borne pathogens. This should be sought, in the following order:

(1) Obtaining a blood sample from the individual with the individual's consent;

(2) Requesting testing through the Davis County Health Department; or

(3) Seeking a warrant or court order pursuant to Utah Code 78B-8-402.

Source testing should include, at the minimum: HIV Ab, HBsAg, and Hep C Ab.

(g) Test Results. All medical test results, including those collected from the source of an exposure, shall be designated as private records under Utah law, and shall be held in confidence from the public.

**16.160~~50~~. Safety Incentive Program.**

The safety of both our employees and the public is an important part of our jobs. However, when it comes time to complete work, it is sometimes overlooked. Other times, injuries are not reported in a timely fashion, resulting in continued risk to employees. This policy encourages timely reporting of injuries, and rewards safe behavior and problem-solving. The main objective is to improve the safety of all concerned. Participation in the Syracuse City Safety Incentive Program, “Lunch On Us”, is available to all Full-Time and Part-Time employees. Employees are eligible to redeem accrued points for a free meal as outlined in the program, which can be found on the intranet on our website.

## CHAPTER 17
## DISASTER RESPONSE PLANNING

**17.010. General Policy.**
**17.020. Employee Disaster Notification.**
**17.030. Natural Disaster/Man-Made Disaster Response Plan.**
**17.040. Suspicious Person or Assailant Threats.**
**17.050. Telephone Bomb Threats.**
**17.060. Mail, Letter, and Package Bomb Threats.**
**17.070. Suspicious Article Threats.**

### 17.010. General Policy.

Syracuse City has developed the following Disaster Response Plan using, in part, a Disaster Response Planning Guide. All employees will be expected to adhere to this Disaster Response Plan to the maximum extent possible and practicable.

### 17.020. Employee Disaster Notification.

Supervisors are responsible for notifying all City employees of the disaster response action to be taken in the event of a disaster or pending disaster to the extent possible.

### 17.030. Natural Disaster/Man-Made Disaster Response Plan.

Following a natural disaster, the following action shall be taken:

(a) Employees already at work will assess the disaster and take whatever evasive action is deemed necessary within the law to protect themselves, their fellow employees, and the public in general. As soon as practical the employee shall notify his/her supervisor of his/her status and whereabouts.

(b) Employees will be allowed to contact and/or secure their families and homes as soon as practical to ensure their family status and security.

(c) Employees will report to their immediate supervisor, or the next level supervisor, as soon as practical and await instructions as indicated in the Emergency Operation Plan.

(d) All Syracuse City vehicles, equipment, tools, and office items, including telephones and computers, will be used only as directed by an employee's supervisor during an emergency situation.

(e) Employees not at work will contact the City Manager as soon as practical for further instructions.

### 17.040. Suspicious Person or Assailant Threats.

(a) Syracuse City has developed the following procedures to be followed in the event that a suspicious person or assailant is in the area:

(1) Employees will contact a supervisor and other co-workers through any means to alert them of a threatening situation.

(2) In the presence of an active assailant employees will take the following action:

- Get Out!
- Hide!
- Fight!
- Employees shall assist one another as practical

(b) Employees shall notify law enforcement as soon as possible. Features and physical characteristics that employees can remember about suspicious persons or assailants will greatly help local law enforcement officials in the apprehension of suspects.

**17.050. Telephone Bomb Threats.**

(a) An employee receiving a telephone bomb threat should be calm and courteous to the caller. The employee should notify his or her supervisor, or any other employee in the area, through any means to alert them of the situation while the caller is on the line. While on the phone the employee will communicate with the supervisor or other employee by using or passing notes, email, and/or other means of communication.

(b) Employees shall notify law enforcement as soon as possible. Syracuse City has developed a Bomb Threat Checklist for employees to use. Voice characteristics, background noises, and bomb threat details that employees can remember about suspicious persons or assailants will greatly help local law enforcement officials in the apprehension of suspects. See the checklist in Appendix I~~P~~.

**17.060. Mail, Letter and Package Bomb Threats.**

(a) Employees receiving mail at work should visually assess the letter or package and inform his or her supervisor or the City Manager of anything unusual.

(b) Employees shall notify law enforcement as soon as possible. Features and physical characteristics or other details that employees can remember about suspicious persons or assailants will greatly help local law enforcement officials in the apprehension of suspects.

**17.070. Suspicious Article Threats.**

Employees should report all suspicious articles to his or her supervisor or the City Manager. Do not touch, pick up, shake, or attempt to move, any articles of a suspicious nature. Employees shall notify law enforcement as soon as possible.

## CHAPTER 18
## TUITION AID

**18.010. Purpose.**
**18.020. Funds.**
**18.030. Eligibility.**
**18.040. Standards.**
**18.050. Procedure.**
**18.060. Limitations.**
**18.070. Compliance.**
**18.080. Records.**

### 18.010. Purpose.

It is the purpose of this Chapter to provide educational assistance in the form of Tuition Aid to eligible employees for course work taken at an accredited or approved institution, when funds are available, in order to enhance the abilities of the City work force. It is the intent of this Chapter to benefit the individual and to benefit the City through the utilization of the employee's newly acquired skills and knowledge. This Chapter and the Tuition Aid provided herein is not intended to train employees for opportunities with other employers or to provide reimbursement for seminars and professional training.

### 18.020. Funds.

The City shall allocate in its annual budget funds deemed appropriate for Tuition Aid. All Tuition Aid shall be contingent upon sufficient funds allocated by the City.

### 18.030. Eligibility.

In order to be eligible for Tuition Aid, employees must be full-time employees of the City in good standing and must have completed their probationary period of employment with the City.

### 18.040. Standards.

(a) Job Related. All classes, courses, or degrees must be pre-approved by the City and must be reasonably related to the employee's present job or determined by the City to be related to the employee's probable future work with the City. In determining whether the course work is "job related," the City shall consider the knowledge, skills, and abilities required by the employee's current job description.

(b) Accredited Institution. Course work must be offered at a college, university, or accredited educational institution or other institution approved by the City Manager.

(c) Credit. Course work must be taken for credit and completed. No reimbursement shall be made for audits, incomplete, or withdrawals.

(d) Time. Course work must be taken on the employee's own unpaid time. Exceptions may be approved by the City Manager based upon a written statement of the department head that unusual circumstances exist.

(e) Job Performance. An employee's outside educational activities should not interfere with the employee's work and the employee's job performance must remain satisfactory. Unsatisfactory job performance during enrollment may result in denial or forfeiture of education assistance in addition to disciplinary action.

(f) Repayment. Eligible employees must sign a Tuition Aid Repayment Agreement agreeing to repay the City in full for any Tuition Aid in the event the employee voluntarily leaves employment with the City or is terminated for reasons other than reduction in force or job elimination in accordance with the limitations set forth in Section 16.060. Eligible employees shall also agree that the total refund required to be made to the City hereunder may be deducted from the employee's final paycheck from the City.

**18.050. Procedure.**

(a) Application. Any eligible employee desiring to obtain Tuition Aid shall file a Tuition Aid Application with his or her department head. The Tuition Aid Application shall be filed prior to the commencement of the course. See Appendix JQ.

(b) Review. The employee's department head shall review the Tuition Aid Application based upon the standards set forth in this Chapter including review of the employee's eligibility for assistance. The department head shall thereafter recommend approval or denial of the Tuition Aid Application to the City Manager. The City Manager shall review the Tuition Aid Application based upon the standards set forth herein, verify available funds for the request and approve or deny the Tuition Aid Application. Tuition Aid requests by the City Manager shall be forwarded to the City Council for review and approval in accordance with the provisions of this Chapter. In such instances of City Council review, any references herein to City Manager shall refer to the City Council.

(c) Reimbursement. Upon satisfactory completion of the approved course work, a portion of the employee's tuition expenses, fees and books may be reimbursed to the employee as follows:

(1) 90% for an "A" grade (or "pass" if course is only offered as Pass/Fail)

(2) 75% for a "B" grade

(3) 60% for a "C" grade

(4) 0% for lower than a "C" grade

(d) Transcript and Receipt. Prior to reimbursement, the employee must submit to the City Manager, a certified transcript of grade or certificate of completion of the course work and receipts for the actual tuition, fees and book expenses incurred.

**18.060. Limitations.**

(a) Funds. All Tuition Aid is contingent upon sufficient funds available in the City and/or department budget and shall be distributed on a first-come basis as determined by the date of final approval of the Tuition Aid Application by the City Manager.

(b) Annual Maximum. Eligible employees are limited to a maximum reimbursement of $2,000.00 per employee during any fiscal year (July 1st to June 30th) for tuition, fees, and books.

(c) Other Sources. Reimbursement is limited by the amount of financial aid the employee receives from other sources such as grants or scholarships; i.e. the employee is only eligible for reimbursement from the City for the appropriate percentage of the employee's total out-of-pocket costs after the grant or scholarship has been deducted.

(d) Repayment. Employees who voluntarily leave employment with the City or are terminated for reasons other than reduction in force or job elimination shall be required to repay the City in full for any Tuition Aid received from the City within one (1) year prior to the date of termination. Employees who are terminated during enrollment because of a reduction in force or job elimination will be reimbursed for the amount of the approved costs incurred up to the effective date of termination.

**18.070. Compliance.**

Failure to comply with this Chapter will result in disapproval of Tuition Aid Application and/or nonpayment of the reimbursement as determined appropriate in the sole discretion of the City Manager. Failure to comply may also result in disciplinary action, up to and including termination.

**18.080. Records.**

A copy of Tuition Aid records shall be retained by the City in accordance with the Government Records Access and Management Act, as set forth in *Utah Code Ann*. §§ 63-2-101, *et seq*., as amended.

## CHAPTER 19
## TRAVEL, CREDIT CARD, AND REIMBURSABLE EXPENSES

**19.010. Travel Costs.**
**19.020. Credit Card Expenses.**
**19.030. Vacation/Sick Leave Cash Out for Emergency Preparedness.**
**19.040. General Expenses.**

### 19.010. Travel Costs.

(a) Purpose. City employees may be permitted or required to attend seminars, meetings, conferences, and workshops when it is anticipated that the training and information received by the officer or employee at such events will benefit the City. It is the purpose of this policy to provide reasonable and systematic means by which attendance and travel to such events will be approved and the cost estimated and controlled for economic, budgetary, and auditing purposes. It is the intent of this policy to provide adequate controls over travel expenditures and to maintain accountability for such expenditures while allowing for flexibility.

(b) Budget. The City shall allocate in its annual budget funds deemed appropriate for travel expenditures. Each department head shall be responsible for keeping travel expenditures within his or her respective approved department travel budget.

(c) Eligibility. For purposes of this policy, "travel" shall be considered any in-state or out-of-state trip taken by a City employee in the course of performing his or her duties, including trips to or attendance at seminars, meetings, conferences, and workshops. All travel expenditures must be pre-approved by the City as set forth herein. All travel expenditures must be anticipated to serve a bona fide public purpose and confer a benefit upon the City.

(d) Procedures.

(1) Requests for Travel. An employee desiring to obtain travel funds shall request and receive written approval from his or her department head, stating the purpose, details, and estimated expenses of the travel at least two (2) weeks prior to the desired date of departure. Requests for travel by department heads shall be submitted to the City Manager and shall note the name of the person to be in charge of the department during the department head's absence.

(2) Review. The employee's department head shall review the travel request based upon the requirements set forth herein, including review of the department's approved travel budget. The department head may approve or deny the travel request. The City Manager may approve or deny the travel request of any department head.

(3) Advancements. Upon the request of the employee and timely submission of the Travel Application, approved travel expenses may be advanced.

(4) Receipts. The traveling employee shall document expenses of the trip and keep all original receipts and credit card receipts, provided that receipts for meals covered by the per diem compensation and fuel purchased with the City fuel card shall not be required.

(5) Documents. An expense report indicating the actual expenses of the trip together with all original required receipts shall be submitted to the City Manager within thirty (30) days after the event in order to receive any payment or refund. Except for per diem advancements, if less money was spent than was advanced, a reimbursement check made payable to the City for the difference shall be attached. Except for per diem advancements, if more money was spent than was advanced, a voucher request for the difference to be paid to the employee shall be attached.

(6) Summary. The City Manager, Mayor or Council may request a written summary or an oral report on all seminars, workshops, conferences, or conventions attended by employees.

(e) Mode of Transportation. With the approval of his or her Department Head, employees are responsible for arranging their own transportation. The most economical form of transportation shall be used considering factors such as the cost of the transportation and the amount of time required. If any employee chooses a more costly form of transportation, the City will pay the lesser cost of the two forms, and the per diem rate shall be based upon the amount of time it would have taken under the less costly form of transportation. If extra time is needed for the more costly form of transportation, the employee shall use vacation or compensatory time for the excess time needed to reach the destination.

(f) Costs. Employees are encouraged to utilize the lowest cost travel arrangements possible. Airline reservations should be made, whenever possible, at least thirty (30) days in advance. If a reduced airfare is offered for a stay over a Saturday night, and the reduced rate more than compensates for additional lodging and per diem costs, the employee is encouraged to stay over the additional night. The government or corporate rate should be requested at all hotels.

(g) Permitted Expenses. The following allowances and payments may be made for travel expenses.

(1) Transportation. The City may pay for the cost of the most economical form of transportation. Employees traveling in a private vehicle will be reimbursed per mile and per vehicle at the current reimbursement rate permitted by the Internal Revenue Service. Employees traveling in a City vehicle will be reimbursed for the actual cost of gasoline and any incidental and necessary costs incurred in connection with such vehicle. Gasoline and other incidental and necessary cost receipts must be provided for reimbursement.

(2) Meals. The City may pay employees a per diem amount to cover the cost of meals during travel or training. The maximum daily per diem allowance for Syracuse City employees engaged in travel in-state on the City's behalf is forty-two dollars ($43.00). The maximum daily per diem allowance for Syracuse City employees engaged in travel out-of-state on the City's behalf is forty-six dollars ($46.00). Employees shall be provided the following standard per diem rate for meals when in-state travel requires less than a full day:

$10.00 for breakfast (when departing before 6:00 a.m.);
$14.00 for lunch; and
$19.00 for dinner (when returning after 7:00 p.m.).

Employees shall be provided the following standard per diem rate for meals when out-of-state travel requires less than a full day:

$10.00 for breakfast (when departing before 6:00 a.m.);
$14.00 for lunch; and
$22.00 for dinner (when returning after 7:00 p.m.).

It is the policy of the city to comply with the provisions of *Utah Administrative Code R25-7-6,* regarding reimbursement for meals.

(3) Fees. The City may pay the actual and reasonable cost of registration and other fees for seminars, workshops, conferences, and conventions.

(4) Ground Transportation. The City may pay the reasonable and necessary costs for ground transportation, including airport shuttle, taxi cab, rental car, and parking lot fees.

(5) Lodging. If an employee is traveling outside of Weber, Davis and Salt Lake Counties for City business for multiple days, the employee may stay overnight. The City may pay for the reasonable and necessary costs of lodging if an overnight stay is required. Traveling employees shall choose lodging based on pricing, location, and government rates. When possible, employees shall lodge at the conference sponsored hotel that offers a government rate. Traveling employees may elect to stay with friends, relatives, use their personal campers or trailer homes instead of staying in a motel/hotel. The City will compensate the employee fifty percent (50%) of the lowest total cost of the conference sponsored hotel price.

(6) Miscellaneous. The City may pay for other miscellaneous costs as deemed reasonable and necessary by the City Manager.

(7) Personal Expenses. Employees traveling on City business, including employees traveling with a spouse or other companion, shall strictly distinguish expenses incurred as part of City business from personal expenses. The City will provide reimbursement only for those expenses which the employee would normally incur if traveling alone. For example, the City will pay for the employee's lodging at the single room rate and the employee shall be required to pay for any additional double occupancy lodging charge or upgrade. The City shall not pay for personal expenses such as telephone charges, personal transportation charges, room service charges, etc.

**19.020. Credit Card Expenses.**

(a) Purpose. In order to ensure the proper use and accountability of tax payer dollars, the following credit card policies are to be followed when using Syracuse City Credit Cards to expend City funds. Compliance with the policy is the obligation of each City employee. Failure to follow the policy may result in disciplinary action up to and including termination as described below. Questions regarding the policy are to be directed to the Finance Director.

(b) Tax Exempt. Most City purchases are not subject to sales tax. For vendors requiring documentation of tax exempt status, a TC-721G Exemption Certificate for Governments and Schools may be obtained from the Finance Director. Lodging charges in Utah are subject to sales tax. It is the cardholder’s responsibility to ensure sales tax is only paid when required.

(c) Cardholder Responsibilities. It is the responsibility of the cardholder to:

(1) Read and understand the City Credit Card Policies and Procedures.

(2) Sign the Syracuse City Credit Card Acceptance Agreement. (See Appendix K~~R~~)

(3) Make only authorized purchases as prescribed by the City Purchasing Policy and approved departmental budget.

(4) Retain receipts for all transactions. In the absence of a receipt, a Missing Receipt Form must be completed and signed by the cardholder and their Department Head. (See Appendix L~~S~~). This form can also be found in the policy manual or on the City Intranet.

(5) Reconcile the credit card statement upon its arrival. All reconciliations, statements, and receipts are due to Accounts Payable by the 10th of the following month.

(6) Keep the credit card and the corresponding account information secure. Immediately report any lost or stolen credit card and/or account information to the Finance Director.

(7) Report fraudulent charges or any discrepancies in the credit card statement in a timely manner to the Finance Director.

(d) Department Head or Supervisor Responsibilities. It is the responsibility of the Department Head or Supervisor to:

(1) Request and oversee the issuance of new cards through the Finance Director. The credit limit will be determined at the discretion of the Finance Director.

(2) Inform the Finance Director when changes and cancellations are needed because of personnel changes.

(3) Make sure credit card reconciliations are completed by the 10th of each month.

(4) Review the cardholder's reconciliation and transactions for completeness, accuracy, and compliance with Syracuse City policies and procedures.

(5) Address the cardholder about questionable transactions and take disciplinary actions when necessary

(6) Report any misuses of credit cards immediately to the Finance Director and/or the City Manager

(7) Sign the reconciliation form for each cardholder after review

(e) Prohibited Credit Card Purchases. The following purchases are strictly prohibited from being purchased by using a City credit card:

(1) Purchase of items for personal use or consumption

(2) Purchasing in violation of the City Purchasing Policy

(3) Alcohol

(4) Utah State Tax, except on lodging charges

(5) Fuel for fleet vehicles unless traveling outside of Utah. The state gas card should be used for fuel purchases.

(6) Splitting a purchase to remain under purchasing policy limits

(f) Disciplinary Action for Improper Use. Any employee found to be in violation of these policies may be subject to disciplinary action including but not limited to suspension of credit card, repayment of unauthorized charges, and/or termination of employment.

**19.030. Vacation/Sick Leave Cash Out for Emergency Preparedness.**

Once per fiscal year, Full-Time employees may purchase pre-approved emergency preparedness items and be reimbursed up to two hundred dollars ($200.00) by cashing out Vacation or Sick Leave. Items that are not on the pre-approved list must be submitted to the Department Head for approval by the City Manager prior to purchase to determine if it is an eligible emergency preparedness item. The employee must have a remaining balance of one-hundred and sixty (160) hours of accrued sick leave after the cash out is complete. The employee must submit an Emergency Preparedness Cash-Out form along with original receipts to his or her Department Head for approval. (See Appendix M~~T~~) The Department Head will submit the form to the Finance Director and Human Resources for processing. The determination as to whether or not the Cash Out will be approved will be based on the availability of funds and will be re-evaluated on an “as needed” basis. Pre-approved emergency preparedness items include:

(a) Bottled Water

(b) Non-Perishable Food

(c) Water Storage

(d) 72 Hour Kit

(e) Generator

(f) Portable Fuel & Cooking Equipment (BBQ Grill not included)

(g) Battery-Powered Radio

(h) Batteries

(i) Flashlight

(j) First Aid Kit

(k) Whistle

(l) Duct Tape

(m) Can Opener

(n) Fire Extinguisher

(o) Compass

(p) Matches

(q) Multi-Purpose Tool (e.g. Leatherman or Swiss Army Knife)

(r) Emergency Blanket

(s) Fire Escape Ladder

(t) Two-Way Radios

(u) Rain Gear

(v) Dust Masks

(w) Local Maps

(x) Water Purification Systems/Devices

(y) Disposable Hand/Foot Warmers

(z) GPS Devices

(aa) Sleeping Bags

(bb) Tent

(cc) Backpacks/Duffel Bags

(dd) Toiletry/Personal Sanitation Supplies (e.g. toilet paper, personal wipes, transportable emergency toilet, etc.)

(ee) Emergency Heater/Portable Propane Heater

**19.040. General Expenses.**

With prior approval for purchase, legitimate expenses will be reimbursed by Syracuse City to the employee. Receipts are required to reimburse the employee. Reimbursement may be in the form of petty cash, direct deposit, or a separate check. Records must be kept reflecting the amount of reimbursement each employee has received. An expense for meals, beverages, snacks, etc. for meetings shall not be paid for with City funds and may not be reimbursed unless pre-approved by the City Manager. Examples of situations that may be approved include but are not limited to, a business lunch with an outside consultant who is providing information, advice or other business matters, a working lunch during an emergency or urgent project that requires staff to continue working, a training seminar.

## CHAPTER 20
## VEHICLE USE

**20.010. Purpose.**
**20.020. Official City Business.**
**20.030. Use Agreement and Driver's License Verification.**
**20.040. Authorized Passengers Only.**
**20.050. Parking and Operation.**
**20.060. Vehicle Backing.**
**20.070. Secure Loads.**
**20.080. Vehicle Maintenance.**
**20.090. Vehicle Abuse.**
**20.100. Accidents.**
**20.110. Take-Home Vehicle Use and Rules.**
**20.120. Documentation of Vehicle Usage.**
**20.130. Qualified Non-Personal Use Vehicles.**
**20.140. Private Vehicle Use.**
**20.150. Failure to Comply.**

### 20.010. Purpose.

The purpose of this Chapter is to establish guidelines for the use of City vehicles by employees. Employees using City vehicles shall comply with this Chapter. Employees failing to operate City vehicles in compliance with this Chapter shall be subject to disciplinary action up to and including termination.

### 20.020. Official City Business.

The use of City vehicles by employees shall be limited to official City business, provided that reasonable stops may be made while en route of City business or during break or lunch periods. All personal use of city vehicles is prohibited unless specifically approved herein or by the City Manager. Personal use includes:

(a) Commuting between residence and work station;

(b) Vacation or weekend use;

(c) Use by spouse, dependents, or other non-employees;

(d) All vehicle use that is not for official City business

### 20.030. Use Agreement and Driver's License Verification.

Each employee using a City vehicle shall sign a Vehicle Use Agreement and Driver's License Verification Form prior to using a City vehicle and shall carry a valid Utah driver's license corresponding to the type of vehicle being operated. Employees operating City vehicles shall be at least eighteen (18) years of age. However, an employee who is 16 or 17 years old may operate a single blade mower or an off-highway vehicle (OHV) on City property after completing a department safety training. The City shall

have the right to review the driving records of all employees in order to identify unsafe or uninsurable drivers in accordance with the City driving record evaluation policy set forth in Chapter 13. City employees with poor driving records may be prohibited from driving City vehicles or prohibited from driving personal vehicles on City business or may be required to obtain high risk insurance. Any employee subject to this Chapter for authorized use of a City vehicle whose driver's license expires or is suspended or revoked shall immediately report such expiration, suspension, or revocation to the employee's department head. The department head shall immediately notify the Human Resources Specialist of such expiration, suspension, or revocation. Any department head subject to this Chapter for authorized use of a City vehicle whose driver's license expires or is suspended or revoked shall immediately report such expiration, suspension, or revocation to the Human Resources Specialist.

**20.040. Authorized Passengers Only.**

Unless otherwise stated, all non-City personnel are prohibited from riding in or operating any City-owned vehicles. This rule also includes any family of City employees unless authorized by the employee's supervisor or department head and only in limited circumstances.

In the event that non-City personnel do ride in a city vehicle, he or she is required to dress and conduct themselves in a safe, proper manner that will promote a positive image of the City and its employees.

In the case of Police Officers and Fire Personnel, any non-police and/or non-fire personnel will be discharged from the vehicle prior to the off-duty officer and/or fire personnel responding to an emergency response situation in which the non-police and/or non-fire personnel may be placed in danger. This will be done at a safe and convenient location. The officer or fire personnel may then respond. Non-police and/or non-fire personnel may ride in City-owned vehicles only when authorized by the Department Head.

**20.050. Parking and Operation.**

All employees using City vehicles shall operate the vehicle in a safe manner and in accordance with all State and local traffic regulations, including but not limited to, all posted and required speed limits. Employees shall exercise defensive driving skills to prevent accidents and shall wear a seat belt at all times the vehicle is in operation. The employee shall be responsible for any citation or parking ticket received for non-compliance with such regulations. The employee shall also ensure that all passengers in the vehicle wear a seat belt at all times the vehicle is in operation. Smoking is prohibited in all City owned vehicles.

**20.060. Vehicle Backing.**

When backing any City vehicle, another employee should assist the driver whenever possible. When a spotter is not available, the driver should walk completely around the vehicle before backing and carefully watch the area that he or she is backing into. When possible, employees parking a City vehicle shall pull through a parking stall or back into a stall.

**20.070. Secure Loads.**

Drivers of City vehicles shall be responsible to secure all loads adequately to ensure that items in their vehicles do not fall off or blow off in transit.

**20.080. Vehicle Maintenance.**

Employees are responsible for the daily care and general maintenance of City vehicles under their control or assigned to them, provided however, that no repair or other alteration to the vehicle shall be made without authorization from their supervisor. Any suspicions regarding mechanical problems or any equipment breakdown, defect or failure involving a City vehicle shall be reported immediately to the employee's supervisor. No supervisor should knowingly require a subordinate to operate an unsafe vehicle or equipment. The routine maintenance schedule is under the responsibility of each Department Head.

**20.090. Vehicle Abuse.**

Any employee abusing a City vehicle shall be subject to disciplinary action up to and including termination. Vehicle abuse includes any intentional or unintentional misuse or misapplication of any City vehicle for a purpose other than that for which it was intended. Vehicle abuse shall include, but shall not be limited to, failure to provide proper maintenance of the vehicle such as checking the oil, tires, and windows, and failure to observe normal driver responsibility.

**20.100. Accidents.**

Employees involved in a vehicular accident while driving a City vehicle or while on City business shall immediately contact the local law enforcement agency with jurisdiction and fill out the appropriate police report for the incident. As soon as reasonably practical, employees shall report any accident or damage involving a City vehicle or work-related injuries to their supervisor in accordance with the accident and injury reporting procedures set forth in Chapter 14. Any required post-accident drug and alcohol testing shall be conducted in accordance with applicable provisions of Chapter 11 and Chapter 12 regarding Drug and Alcohol Testing.

**20.110. Take-Home Vehicle Use and Rules.**

City vehicles in general are not permitted to be taken home or utilized for personal use by City employees. The following employees may be permitted to use City vehicles for commuting to and from work and for other work-related purposes:

(a) Police officers in accordance with the vehicle use policy set forth by the Police Department Policies and Procedures;

(b) City employees who are subject to being called out for emergency response for City services during normal off-duty work hours and who are authorized by their Department Head and the City Manager. Such employees, as authorized, include: Fire Chief, Deputy Fire Chief, Fire Marshal, Public Works Director, Public Work Superintendents, Facility Maintenance Technician, employees assigned to on-call duty for which they are being compensated, and any other employee as deemed appropriate by the City Manager

In addition to the policies established herein, any employee taking a City vehicle home shall adhere to the following conditions:

(a) All city take home vehicles shall only be used for City business and commuting or de minimis personal use;

(b) The distance to or from City Hall and the employee's home shall not exceed seventeen (17) road miles (one-way);

(c) The vehicle shall be parked, secured, and locked, and remain at the employee's home when it is not being used for official business;

(d) The vehicle shall be returned to the City when the employee is on leave for more than three (3) days, on administrative leave of any duration, suspended from duty, or upon the request of the supervisor;

(e) The employee shall be responsible for maintaining both the interior and exterior of the vehicle in a clean and safe condition (the City may provide cleaning supplies for employee use in maintaining City vehicles in accordance with this policy); and

(f) The employee shall be responsible for any tax liability incurred by the employee for taking the vehicle to and from work and shall provide any information required by the City to complete the relevant tax forms regarding such use.

(g) An employee authorized to take home a vehicle is required to respond to emergency situations upon request within a half an hour, unless authorized otherwise by his or her Department Head.

**20.120. Documentation of Vehicle Usage.**

To comply with IRS guidelines and requirements, the employees who are authorized to use City vehicles to commute to and from work as mentioned in subsection 18.110, with the exception of Police Officers, the Fire Chief~~, and the~~ Deputy Fire Chief, and the Fire Marshal will have three dollars ($3.00) per scheduled work day added to the employee's gross income to have the appropriate federal and state taxes withheld.

(a) An employee who regularly takes a City vehicle home will be responsible to let his or her Department Head and the Human Resource Specialist know when he or she does not take a City vehicle home to ensure he or she is not being taxed for personal use of the vehicle.

(b) An employee who is on call on a rotating basis and takes a City vehicle home less frequently, the employee and the Department Head will be responsible to let the Human Resource Specialist know when he or she takes the vehicle home to ensure compliance with the IRS guidelines and requirements.

Failure to comply with the policy herein will be subject to disciplinary action, up to and including termination.

**20.130. Qualified Non-Personal Use Vehicles.**

All use of a qualified non-personal use vehicle including commuting is excludable to employees as a working condition fringe benefit. As a result, all employees who drive a qualified non-

personal use vehicle as a take home vehicle are not required to record and substantiate usage of such a vehicle for tax purposes. Qualified non-personal use vehicles include any vehicle that the employee is unlikely to use for more than minimal personal use due to the vehicle's design.

Other City vehicles that do not fit within the category of a qualified non-personal use vehicle or are not under the IRS Safe Harbor rule are not automatically excludable under tax law.

**20.140. Private Vehicle Use.**

Employees normally shall use City vehicles for City business. Department heads may approve employee use of private vehicles for City business in limited circumstances. When circumstances require an employee to use his or her private vehicle for City business and such use has been approved by the employee's department head, the employee may be paid mileage reimbursement the amount specified in the Internal Revenue Code. The employee shall submit documentation of approved mileage to his or her department head for review and approval prior to reimbursement. Employees shall be required to maintain appropriate insurance for such vehicles and shall be responsible and liable for any damage to the same.

**20.150. Failure to Comply.**

Any employee who disregards the provisions of this Chapter may be subject to disciplinary action, up to and including termination.

## CHAPTER 21
## CITY OFFICE EQUIPMENT USE

**21.010. City Office Equipment and Supplies.**
**21.020. Removal of Equipment.**
**21.030. City Office Equipment.**
**21.040. Prohibited City Office Equipment Use.**
**21.050. Cellular Phones.**
**21.060. Bring Your Own Phone (BYOP) Policy.**
**21.070. Termination.**

### 21.010. City Office Equipment and Supplies.

All employees are charged with the responsibility of maintaining the City's property in the best possible condition and making the most economical use of supplies issued to them. All employees are charged with using and operating City equipment and property according to established protocol, including operating equipment in a safe and courteous manner. City office equipment includes any tool or machine used for office work such as: copy machines, typewriters, calculators, fax machines, printers, computers (including internet access and e-mail), laptops, tablets, telephones, and cell phones, etc. Theft or damage to City office equipment shall be reported as soon as practicable to the employee's supervisor. In cases of theft, the employee shall also notify the police in the jurisdiction of where the theft occurred.

### 21.020. Removal of Equipment.

No City owned, leased, or licensed equipment may be removed from City premises without prior approval from the employee's department head.

### 21.030. City Office Equipment.

The City provides office equipment and internet access to designated employees for their use to transact City business. The following rules and restriction shall govern any and all use of City office equipment.

(a) Personal use of city office equipment, internet and email is only allowed during non-working hours, such as breaks and lunch periods, and is subject to the restrictions and conditions of this Chapter. Employees shall keep personal email and other electronic correspondence to a minimum and in no event shall such personal use of computers, internet and email interfere with the employee's work or productivity or disrupt other employees. Personal use for photocopies, fax transmissions, etc. shall be paid by the employee at the rate outlined in the consolidated fee schedule. When a portable IT device (such as a laptop computer, tablet or cellular phone) has been assigned to an employee for the primary purpose of fulfilling the employee's work duties, the personal use of that device, consistent with the restrictions in this Chapter, is authorized. Any damage sustained by the device while being used for personal use is the responsibility of the employee to which the device was assigned.

(b) To prevent IT related viruses and other network problems, employees are prohibited from any unauthorized downloading of any software. Only software which has been purchased and approved by Syracuse City may be loaded or used on any of the City's office equipment.

(c) Employees are prohibited from accessing or visiting any websites, apps., etc. or receiving or sending any email information which would be considered offensive by community standards; including, but not limited to, pornographic or sexually explicit information.

(d) Employees shall not use City office equipment for personal gain, including, but not limited to, personal for-profit and not-for-profit business purposes, political activity, or any other activity that could be considered a violation of these policies and procedures.

(e) City office equipment are the sole property of the City and may be subject to monitoring at any time without notice. Any information or messages created or retrieved over the internet or through email on City office equipment, and the contents of all City office equipment, is considered the property of the City. The City retains the right to observe, record, access and review any transactions made on City office equipment, including, but not limited to email messages, websites, etc. When using the email or voicemail systems, and other equipment, the employee knowingly and voluntarily consents to being monitored and acknowledges the City's right to conduct such monitoring. The security of email and voicemail communications is not guaranteed.

(f) Certain electronic data may be considered a "record" subject to access pursuant to the Utah Governmental Records Access and Management Act, as set forth in *Utah Code Ann*. §§ 63-2-101, *et seq*., as amended, or discoverable in litigation under applicable Rules of Civil Procedure.

(g) Abuse of email, voicemail and computer systems shall subject the employee to disciplinary action, up to and including termination.

**21.040. Prohibited City Office Equipment Use.**

The City will not tolerate inappropriate or illegal use of electronic data, equipment or information and reserves the right to take appropriate disciplinary action as needed, up to and including termination of employment for any violations of this Chapter. Such inappropriate or illegal use of these resources includes, but is not limited to, the following:

(a) hacking;

(b) pirating software and/or video files;

(c) soliciting;

(d) distributing literature for outside entities;

(e) sending or forwarding inappropriate emails; including, but not limited to, offensive, harassing, disparaging, vulgar, obscene, slanderous, defaming, or threatening communications;

(f) accessing, viewing, or downloading inappropriate web sites, i.e., sites advocating hate or violence, displaying pornographic or sexually explicit material, or promoting illegal activity;

(g) distributing confidential information to persons or entities that are not entitled to such information;

(h) storing or placing unlawful information on City computers or network;

(i) copying system files, programs, or data without proper authorization;

(j) disseminating, printing, or copying copyrighted materials including articles and software in violation of copyright laws;

(k) using abusive or otherwise objectionable language in either public or private messages;

(l) sending or forwarding messages that are likely to result in the loss of the recipient's work or system use;

(m) sending or forwarding "chain-letters," jokes or lists or any other type of use that would cause congestion or disrupt the operation of the networks or otherwise interfere with the work of others;

(n) decryption of system or user passwords; or

(o) creating, distributing, viewing, or soliciting sexually oriented messages, materials, or images.

**21.050. Cellular Telephones.**

Only those employees authorized by their department head and/or the City Manager are authorized to have a City-issued cell phone. The level of monthly service for such City-issued cell phone shall be commensurate with the amount of City business conducted and needed by the employee. The primary purpose of all City-issued cell phones shall be to facilitate City business. The City will allow limited personal use of City-issued cell phones, though personal use of City cell phones shall not be excessive and shall not interfere with the performance of job duties. The City reserves the right to monitor the billing and use of all City-issued cell phones. By accepting the use of a City-issued cell phone, the employee also understands that excessive use of the cell phone that hinders job performance may result in disciplinary action. Cellular transmissions can be overheard by others. Discretion should be used in discussing confidential information on a cell phone. Employees, who are authorized to use a City-issued cell phone shall agree to be readily available to take calls, respond to e-mails and text messages during working hours, during on-call hours and as reasonably expected as outlined in the employee's job description Employees shall use best judgment when taking calls, responding to e-mails and text messages outside of his or her working hours to ensure that he or she is not working unreasonable or unapproved overtime. Employees may not use their City phones for work purposes during periods of unpaid leave. Employees are responsible for taking reasonable precautions to prevent theft and/or vandalism of cellular equipment. An employee who violates the conditions of these policies relating to cell phones and usage will be subject to having the use of his or her City-issued cell phone terminated. In addition, employees may be subject to disciplinary action, up to and including termination, for any violation of these policies.

**21.060. Bring Your Own Phone (BYOP) Policy**

Employees that would otherwise be given a City cell phone/smart phone may elect to use a personal cell phone/smart phone for City business if authorized by his or her Department Head and the City Manager. Employees who have not received authorization in writing from his or her Department

Head and the City Manager will not be permitted to use personal phones for work purposes. Failure to comply with this policy may result in disciplinary action, up to and including termination of employment.

While at work, employees are expected to exercise the same discretion in using their personal phones as is expected for the use of City phones as defined in this chapter.

Employees, who are authorized to use their personal phone for work purposes shall agree to be readily available to take calls, respond to e-mails and text messages during working hours, during on-call hours and as reasonably expected as outlined in the employee's job description. Employees, who are authorized to use their personal phone for work purposes shall use best judgment when taking calls, responding to e-mails and text messages outside of his or her working hours to ensure that he or she is not working unreasonable or unapproved overtime. Employees may not use their personal phones for work purposes during periods of unpaid leave.

No employee using his or her personal phone should expect any privacy except that which is governed by law. The City has the right, at any time, to monitor and preserve any communications that use the City's networks in any way; including data, voice mail, and email, to determine proper use. Management reserves the right to review or retain personal and company-related data on personal phones or to release the data to government agencies or third parties during an investigation or litigation

(a) BYOP Stipend. Employees authorized to use personal phones under this policy will receive an agreed-on quarterly stipend as approved by the City Manager. If an employee obtains or currently has a plan that exceeds the monthly stipend, the employee shall be responsible for any and all remaining amounts and the City will not be liable for the cost difference. Under no circumstances shall the City be responsible for any late fees or like charges.

(b) Lost, Stolen, Hacked or Damaged Equipment. Employees are expected to protect personal phones used for work-related purposes from loss, damage, or theft. Employees must notify their supervisor as soon as practicable in the event their personal phone is lost, stolen or damaged to ensure any City data is protected. If IT is unable to repair the phone, the employee will be responsible for the cost of replacement.

(c) Termination of Employment. Upon resignation or termination of employment, or at any time on request, the employee may be asked to produce the personal phone for inspection. All company data on personal phones will be removed by IT upon termination of employment.

**21.070. Termination.**

Employees will be required to return all City-issued equipment to the Department Head or his or her designee upon termination of their employment. Failure to return City-issued equipment upon termination will be considered theft and may be subject to prosecution.

## CHAPTER 22
## TELECOMMUTING POLICY & PROCEDURES

**22.010. Objective.**
**22.020. Eligibility.**
**22.030. Equipment.**
**22.040. Security.**
**22.050. Safety.**
**22.060. Compliance.**

### 22.010 Objective.

Telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their workweek. Syracuse City considers telecommuting to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, is not a citywide benefit, and it in no way changes the terms and conditions of employment with Syracuse City.

Telecommuting can be informal, such as working from home for a short-term project or on the road during City business travel, or a formal, set schedule of working away from the office as described below. Either an employee or supervisor can suggest telecommuting as a possible work arrangement. For formal telecommuting arrangement the employee must fill out the telecommuting request and sign (see Appendix N~~U~~). For informal temporary telecommuting arrangements, such as inclement weather, special projects and city related travel, can be approved on an as needed basis and must be approved by the department head.

### 22.020 Eligibility.

Employees will be fully responsible for the accommodations in their home office. Before entering into any telecommuting agreement, the employee and the department head, with the assistance of the ~~HR Specialist~~Human Resource Manager, will evaluate the suitability of such an arrangement, reviewing the following areas:

(a) Employee must be in good standing with the City including not currently on disciplinary action and has shown the ability to work independently to complete projects.

(b) The employee and department head will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.

(c) The employee and department head will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.

(d) The employee and department head will review the physical workspace needs and the appropriate location for the telework.

(e) The employee and the department head will work with IT to ensure proper equipment is portable and suitable for work duties.

(f) Employee understands all tax and other legal implications of telecommuting rests solely with the employee.

(g) In periods of emergency declared by the City Manager, Federal or State or Local Government, exceptions may be made to this section as deemed necessary by the City Manager.

**22.030 Equipment.**

Generally, employees who are granted the privilege of telecommuting must provide their own office equipment, at the expense of the employee and they must provide connectivity to the internet and maintaining a live contact number during scheduled working hours. The employee may use a city laptop if they already have one issued. On a case-by-case basis, Syracuse City may consider providing necessary equipment such as hardware, software, modem, phone and data lines and other office equipment for each telecommuting arrangement. The IT department will provide equipment based on approval, when equipment is available and budgeted.

Equipment supplied by Syracuse City will be maintained by the City. The employee is required to take reasonable care of all equipment to keep it secure and to use it in accordance with operating instructions and IT policies as outlined in this Policy Manual. Upon termination of employment, all City property must be returned to the City, unless other arrangements have been made. Syracuse City accepts no responsibility for damage or repairs to employee-owned equipment.

Syracuse City will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. The employee will establish an appropriate work environment within his or her home for work purposes. Syracuse City will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

**22.040 Security.**

Consistent with the City's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary and confidential City, clients, citizens, customers and employees' information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, only using secure and password protected internet connections, and any other measures appropriate for the job and environment. Employees that fail to follow these procedures, or who are reckless or careless when accessing confidential City information could face liability, sanctions, and/or disciplinary action, up to and including termination. Equipment and files should only be accessible to the employee and safeguarded from access by other members of the household and visitors. The employee agrees to produce City equipment and any City paper records kept at the employee's home to their supervisor, department head or IT within a reasonable time frame, upon request.

Employees are advised not to release their home address and telephone number to citizens or third parties. Employees shall not meet volunteers, clients, citizens, co-workers, or customers at home. Employees who wish to keep their personal telephone number private shall dial *67 before dialing the outgoing telephone number. In doing so, the caller ID will be blocked.

**22.050 Safety.**

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the City's worker's compensation policy. Telecommuting is not designed to be a replacement for appropriate childcare, except for in a state of emergency where there is a school or state shutdown. An employee's schedule may be modified to accommodate childcare needs with department head approval. Syracuse City is not liable for any injuries sustained by visitors to an employee's home worksite.

**22.060 Compliance.**

Employees who telecommute will be expected to report to their Supervisor or Department Head on an as needed basis determined by the Department Head. The Department Head may suspend or terminate the telecommuting arrangement at their discretion. Failure to comply with any aspect of this policy or related policies outlined in this Policy Manual may result in the loss of privileges to work from home and may subject the employee to disciplinary action, up to and including termination.

## CHAPTER 23
## PERFORMANCE EVALUATIONS

**23.010. General Policy.**
**23.020. Performance Evaluation Periods.**
**23.030. Performance Evaluations.**
**23.040. Records.**
**23.050. Performance Tracking**

### 23.010. General Policy.

It is the policy of Syracuse City to evaluate City employees regarding their work performance in accordance with the City adopted performance evaluation system and the provisions of this Chapter. Performance evaluations are intended to improve the performance of employees by providing meaningful, constructive feedback on the adequacy of performance.

### 23.020. Performance Evaluation Periods.

(a) Probationary Employees. Probationary employees hired before November 1st of each year shall be evaluated at the next scheduled annual evaluation period ~~following their one (1) year anniversary and~~ and ~~-~~may also be evaluated at any other time deemed necessary by the Supervisor and/or Department Head. The performance evaluations for probationary employees may be used to provide information to both the employee and the City regarding the employee's performance. Performance evaluations and the results of such evaluations for probationary employees shall not obligate Syracuse City to a particular course of action relative to the probationary employees, nor shall it create any property or due process rights for such employees relative to their employment with the City.

(b) Employees. All employees, other than Crossing Guards, Recreation Assistants and temporary or seasonal employees, shall receive performance evaluations on an annual basis. The evaluation period for these annual reviews will be the previous calendar year (January 1 to December 31). The annual performance evaluations shall be conducted and completed by the employee's direct supervisor. Annual performance evaluations must be completed and submitted by the supervisors to the Human Resources Specialist on or before March 1 of each year. Additional evaluations may be made at any time at the discretion of the supervisor or department head or when directed by the Human Resources Specialist.

### 23.030. Performance Evaluations.

Employees shall be evaluated by his or her immediate supervisor in accordance with the City approved performance evaluation system and approved performance criteria. Performance evaluations should consist of a written evaluation form as well as an in-person interview. Evaluators may get input from other supervisors that have indirectly supervised the employee. Performance evaluations may be reviewed by the next level supervisor or department head. Performance evaluations may be used in decisions concerning advancement, future training needs, performance related salary adjustments and disciplinary actions.

### 23.040. Records.

Performance evaluation records shall be maintained in the employee's personnel file. Such records shall be maintained and accessed in accordance with the Utah Governmental Records Access and Management Act as set forth in *Utah Code Ann*. §§ 63-2-101, *et seq*., as amended.

**23.050. Performance Tracking.**

Department Heads and/or Supervisors shall from time to time enter Significant Incident Reports (SIRs), whether positive and/or negative, into the City's evaluation system in order to track the employee's performance throughout the year.

## CHAPTER 24
## GRIEVANCES

**24.010. Grievances.**
**24.020. Informal Grievance Procedures.**
**24.030. Formal Grievance Procedures.**
**24.040. Appeal.**
**24.050. Retaliations.**
**24.060. Records.**

### 24.010. Grievances.

Employees may appeal a decision or disciplinary action by the City which affects his or her employment (other than suspension, demotion or dismissal which are governed by appeal provisions of Chapter 22) pursuant to the provisions set forth herein. These guidelines should not be construed as preventing, limiting, or delaying the City from taking disciplinary action, including immediate termination, in circumstances where the City deems such action appropriate. Except as required by State or Federal law, the grievance procedures provided herein shall be exhausted prior to seeking alternative remedies.

### 24.020. Informal Grievance Procedures.

Employees are encouraged to resolve their grievances at the lowest administrative level possible. An employee with a grievance may first attempt to settle the matter informally through discussion with his or her supervisor. The supervisor should review the matter and conduct an investigation as deemed appropriate under the circumstances. If the employee does not believe the problem has been satisfactorily resolved within ten (10) days after the circumstances are first discussed informally with the supervisor, or any time prior thereto, the employee may pursue formal grievance procedures as provided herein.

### 24.030. Formal Grievance Procedures.

(a) Complaint. An aggrieved employee may file a formal written grievance with the Human Resources Specialist within ten (10) days from the date of the event giving rise to the grievance or within ten (10) days from the date the employee has knowledge, or should have knowledge, of the event giving rise to the grievance. Grievances shall be filed using an Employee Grievance Form as provided by the City (See Appendix O~~V~~). The time for filing a formal written grievance shall be extended during the time for which informal grievance procedures are pursued; provided, such time shall not exceed thirty (30) days. If the grievance involves the Human Resources Specialist, the grievance may be filed with the City Manager, in which case all references herein to Human Resources Specialist shall refer to City Manager.

(b) Investigation and Recommendation. Upon receipt of a grievance, the Human Resources Specialist shall review and investigate the matter as deemed appropriate under the circumstances. Upon completion of review and investigation, the Human Resources Specialist shall prepare a written recommendation to the City Manager regarding the matter.

(c) Decision. The City Manager should, within a reasonable time from receipt of the recommendation from the Human Resources Specialist, prepare and provide the employee written notice of his or her final decision in the matter.

**24.040. Appeal.**

An employee aggrieved by a final decision of the City Manager regarding a formal grievance filed hereunder may appeal such decision to the City Council by filing a written appeal stating the grounds therefore with the City Recorder within ten (10) days from the date of the decision. Only the issues presented in the original grievance may be considered on appeal. The City Council shall conduct a review of the matter reviewing the City Manager's decision for correctness. The City Council shall prepare and provide to the employee written notice of its final decision in the matter within a reasonable time from receipt of the appeal.

**24.050. Retaliations.**

Employees are entitled to bring good faith grievances hereunder without fear of retaliation. The City shall not discriminate against an employee because that individual made a grievance complaint, or has testified, assisted, or participated in any manner in an investigation, proceeding, or hearing to enforce any provision herein. No person shall coerce, intimidate, threaten, harass, or interfere with any individual in the exercise or enjoyment of the exercise of any right granted or protected herein. Employees are further protected under the provisions of the Utah Protection of Public Employees Act, more commonly known as the "Whistle Blower's Act," as set forth at *Utah Code Ann*. ' 67-21-1, *et seq*., as amended.

**24.060. Records.**

The City shall maintain records pertaining to employee grievances filed hereunder and records pertaining to an appeal of such grievances in accordance with the Utah Government Records Access and Management Act as set forth in *Utah Code Ann*. §§ 63-2-101, *et seq*., as amended. No document relating to an employee grievance shall be placed in the employee's personnel file.

## CHAPTER 25
## DISCIPLINARY ACTION

**25.010. General Conduct.**
**25.020 Responsibility for Discipline.**
**25.030. Levels of Discipline.**
**25.040. Investigation.**
**25.050. Administrative Leave.**
**25.060. Verbal Warning.**
**25.070. Written Reprimand.**
**25.080. Probation.**
**25.090. Suspension.**
**25.100. Demotion.**
**25.110. Dismissal.**
**25.120. Pre-Disciplinary Action Hearing.**
**25.130. Disciplinary Action.**
**25.140. Appeals.**

### 25.010. General Conduct.

It is the responsibility of all employees of the City to conduct themselves in accordance with the City's policies, rules, and regulations and to perform their work in a satisfactory manner. Employees are expected to conduct themselves in a professional and competent manner and to be courteous and cooperative at all times with fellow employees, supervisors, and the public. Any action or conduct not in accordance with City policies or in violation of any City rule or regulation shall be subject to disciplinary action up to and including termination.

### 25.020. Responsibility for Discipline.

The basic responsibility for discipline lies with the employee's supervisor under the direction of the City Manager, provided that any disciplinary action involving suspension, probation, demotion, or dismissal shall require a pre-disciplinary action hearing and prior review and approval of the City Manager in accordance with the procedures set forth herein. In addition, any dismissal of an employee shall comply with City Ordinances regarding Mayor and/or City Council approval, as more particularly set forth in Title 1 of the Syracuse Municipal Code.

### 25.030. Levels of Discipline.

When there are grounds for discipline, an employee shall be subject to appropriate disciplinary action, based upon the particular facts and circumstances of each case. Disciplinary action may include one or more of the following: verbal warning, written reprimand, suspension with or without pay, probation, demotion, and dismissal.

### 25.040. Investigation.

Prior to any disciplinary action or recommendation of any disciplinary action, the alleged misconduct and related circumstances shall be investigated by the employee's immediate supervisor and/or the Human Resources Specialist. When deemed appropriate, any investigation may also be conducted by an outside investigator hired by the City. The investigation shall be conducted to the extent

deemed necessary and appropriate under the circumstances. Such investigation should provide the employee with an opportunity to respond verbally and/or in writing to the alleged claims.

**25.050. Administrative Leave.**

In the event of an emergency, or when otherwise deemed appropriate and necessary pending full investigation of alleged violations of an employee, the City Manager, or his or her designee, may temporarily relieve an employee from duty, with pay, or temporarily reassign the employee to another position at the same rate of pay. Such temporary relief from duty with pay shall be considered administrative leave and shall not preclude subsequent disciplinary action against the employee. The Department Head shall fill out the Administrative Leave Form (see Appendix P~~W~~) and turn into the ~~Human Resource Specialist~~Human Resource Manager.

**25.060. Verbal Warning.**

After investigation of the alleged misconduct in accordance with Section 25.040, whenever grounds for disciplinary action exist and the supervisor determines that more severe action is not required, the supervisor may verbally communicate to the employee the observed deficiency. Written documentation of the warning shall be prepared by the supervisor using the City's Disciplinary Action Form setting forth the date, time, circumstances and grounds for the discipline, and the date, time, and circumstances of the verbal notice. The Disciplinary Action Form shall be signed by the supervisor, the Human Resources Specialist, and the employee. If the employee refuses to sign the form, the supervisor shall note such refusal in writing on the form. All disciplinary action documentation shall be filed and maintained with the employee's personnel records and input into the evaluation system as a Significant Incident Record (SIR). Failure to remedy the deficiency described in a verbal warning may result in additional disciplinary action being taken.

**25.070. Written Reprimand.**

After investigation of the alleged misconduct in accordance with Section 25.040, whenever grounds for disciplinary action exist and the supervisor determines that more severe action is not required, the supervisor may reprimand an employee in writing. Written reprimands shall be prepared by the supervisor using the City's Disciplinary Action Form setting forth the date, time, circumstances, and grounds for the discipline (See Appendix Q~~X~~). The Disciplinary Action Form, along with a Signification Incident Record (SIR) shall be signed by the supervisor, the Human Resources Specialist, and the employee. If the employee refuses to sign the form, the supervisor shall note such refusal in writing on the form. All disciplinary action documentation shall be filed and maintained with the employee's personnel records and input into the evaluation system as a SIR, Failure to remedy the deficiency described in a written reprimand may result in additional disciplinary action being taken.

**25.080. Probation.**

Whenever grounds for disciplinary action exist and the supervisor determines that the circumstances of the conduct justify more severe disciplinary action, the supervisor may recommend to the City Manager an employee be placed on disciplinary probation for a period not to exceed six (6) months. Written notice of such recommendation shall be prepared by the supervisor and submitted to the City Manager including a detailed statement of the date, time, circumstances and grounds for the recommended disciplinary action and the investigation conducted. The purpose of disciplinary probation is to provide a period during which the employee's performance is carefully monitored and evaluated. Upon receipt of a supervisor's recommendation for probation, the City Manager shall determine the

appropriate disciplinary action to be taken, if any. Probationary status shall not preclude any other disciplinary action being taken against the employee as deemed appropriate. Any probationary period may be extended by the City Manager for a period of time not to exceed three (3) months upon written notice to the employee. Any disciplinary action taken against an employee on probation, other than verbal or written reprimand, shall comply with the due process procedures set forth in Section 25.120 regarding pre-disciplinary action hearings and shall be subject to applicable appeal procedures set forth in Section 25.140.

**25.090. Suspension.**

After investigation of the alleged misconduct in accordance with Section 25.040, whenever grounds for disciplinary action exist and the supervisor determines that the circumstances of the conduct justify more severe disciplinary action, the supervisor may recommend to the City Manager an employee be suspended, with or without pay, for a period of time not to exceed fifteen (15) calendar days. Written notice of such recommendation shall be prepared by the supervisor and submitted to the City Manager and should include a detailed statement of the date, time, circumstances and grounds for the recommended disciplinary action and the investigation conducted. Upon receipt of a supervisor's recommendation for suspension, the City Manager shall follow the due process procedures set forth in Section 25.120 regarding pre-disciplinary action hearings and determine the appropriate disciplinary action to be taken, if any, in accordance with procedures set forth in Section 25.130. Any employee suspended with or without pay shall be responsible for making full employee contributions to his or her employee medical insurance benefits no later than the regularly scheduled pay day and must be available to work during all regular business hours if the suspension is with pay. Any employee who is suspended without pay for more than two (2) days may appeal such suspension to the Employee Appeal Board in accordance with the appeal procedures set forth in Section 25.140.

**25.100. Demotion.**

Whenever grounds for disciplinary action exist and the supervisor determines that the circumstances of the conduct justify more severe disciplinary action, the supervisor may recommend to the City Manager an employee be demoted. Written notice of such recommendation shall be prepared by the supervisor and submitted to the City Manager and should include a detailed statement of the date, time, circumstances and grounds for the recommended disciplinary action and the investigation conducted. Upon receipt of a supervisor's recommendation for demotion, the City Manager shall follow the due process procedures set forth in Section 25.120 regarding pre-disciplinary action hearings and determine the appropriate disciplinary action to be taken, if any, in accordance with procedures set forth in Section 25.130. Any employee who is demoted may appeal such demotion to the Employee Appeal Board in accordance with the appeal procedures set forth in Section 25.140.

**25.110. Dismissal.**

Except as otherwise provided by Ordinance for appointed officers and department heads, whenever grounds for disciplinary action exist and the supervisor determines that the circumstances of the conduct justify more severe disciplinary action, the supervisor may recommend to the City Manager an employee be dismissed. Written notice of such recommendation shall be prepared by the supervisor and submitted to the City Manager and should include a detailed statement of the date, time, circumstances and grounds for the recommended disciplinary action and the investigation conducted. Upon receipt of a supervisor's recommendation for dismissal, the City Manager shall follow the due process procedures set forth in Section 25.120 regarding pre-disciplinary action hearings and determine the appropriate disciplinary action to be taken, if any, in accordance with procedures set forth in Section

25.130. In addition, any dismissal of an employee shall comply with City Ordinances regarding Mayor and/or City Council approval, as more particularly set forth in Title 1 of the Syracuse Municipal Code. Any employee who is dismissed may appeal such dismissal to the Employee Appeal Board in accordance with the appeal procedures set forth in Section 25.140.

**25.120. Pre-Disciplinary Action Hearing.**

Upon receipt of a supervisor's recommendation of disciplinary action involving suspension, demotion or dismissal, the City Manager shall review and investigate the matter as deemed appropriate and shall hold a pre-disciplinary action hearing. The purpose of the pre-disciplinary action hearing is to provide the employee with notice and an opportunity to respond to the alleged violations and proposed disciplinary action. The City Manager shall provide the employee with written notice of the date and time of the pre-disciplinary action hearing and shall provide the employee with a copy of the supervisor's letter recommending the proposed disciplinary action and stating the grounds therefore. The employee shall receive timely notice of the pre-disciplinary action hearing, overview of allegations and the proposed disciplinary action.

**25.130. Disciplinary Action.**

After the pre-disciplinary action hearing, the City Manager shall provide the employee with written notice of his or her final decision stating the disciplinary action to be taken, if any, the effective date of the disciplinary action, the grounds for the action, and the employee's right to appeal the same. In addition, the City Manager shall document the disciplinary action using the City's Disciplinary Action Form. The Disciplinary Action Form shall be signed by the City Manager, the Human Resources Specialist, and the employee. In instances of dismissal, the Disciplinary Action Form shall also be signed by the Mayor. If the employee refuses to sign the Disciplinary Action Form, the City Manager shall note such refusal in writing on the form. In determining the type and severity of the disciplinary action, the City Manager may consider aggravating and mitigating circumstances, which include, but are not limited to: the repeated nature of misconduct; prior disciplinary action imposed; the severity of the misconduct; the employee's work record; the effect of the misconduct on City operations; and/or the potential of the misconduct to harm persons or property.

**25.140. Appeals.**

Except as otherwise provided herein, or other applicable law, all appointed officers and Full-Time employees of the City shall hold their employment without limitation of time, being subject to suspension without pay for more than two (2) days, demotion, or dismissal only as provided in *Utah Code Ann*. ' 10-3-1106, as amended. As provided in Section 3-30-030 of the Syracuse Municipal Code, the following officers and employees are not covered by the provisions of this Section: police chief, deputy police chief, fire chief, deputy or assistant fire chief, department heads, deputy of department head, superintendents, probationary employees, part-time employees, temporary or seasonal employees, or officers appointed by the Mayor or other person or body exercising executive power in the City. All other appointed officers or employees ("covered employees") who are suspended without pay for more than two (2) days, demoted, or dismissed shall have the right to appeal such suspension, demotion or dismissal to the City Appeals Board in accordance with Section 3-30-030 of the Syracuse Municipal Code and the provisions of *Utah Code Ann*. ' 10-3-1106, as amended. All other disciplinary actions may be appealed in accordance with the grievance procedures set forth in Chapter 22.

## CHAPTER 26
## TERMINATION OF EMPLOYMENT

**26.010. Types of Termination.**
**26.020. Voluntary Termination Procedures.**
**26.030. Involuntary Termination Procedures.**
**26.040. Resignation in Lieu of Involuntary Termination Procedures.**
**26.050. Reduction in Force Procedures.**
**26.060. Retirement Procedures.**
**26.070. Final Pay.**
**26.080. Return of City Property.**
**26.090. Exit Interview.**
**26.100. COBRA Coverage.**

### 26.010. Types of Termination.

The following generally describes various types of termination of employment with the City. The following is provided for information purposes only and is not intended to be an exhaustive list or description of types of or grounds for termination of employment with the City.

(a) Voluntary Resignation. Voluntary resignation occurs when an employee wishes to leave employment with Syracuse City voluntarily and not due to retirement, involuntary termination, or resignation in lieu of involuntary termination, as more particularly described herein.

(b) Involuntary Termination. Involuntary termination occurs when the employee is terminated for involuntary reasons, such as for cause, or with or without cause in the case of at-will employees. Involuntary termination may include resignation in lieu of disciplinary action as more particularly described in Subsection (c).

(c) Resignation in Lieu of an Involuntary Termination. Any employee who resigns pending involuntary termination for cause proceedings may be deemed to have resigned in lieu of involuntary termination.

(d) Reductions in Force (Layoff). Reduction in force or layoff terminations may occur when it is deemed necessary by the City to reduce the number of employees due to lack of work, lack of funds, or other justified business reasons. The City may attempt to minimize reductions in force by readjustment of personnel through reassignment of duties in other work areas.

(e) Retirement. Retirement is voluntary termination at the end of an employee's career. For purposes of these Policies and Procedures, retirement specifically means an employee who has become eligible, applies for, and is entitled to receive a retirement allowance under applicable provisions of the Utah State Retirement and Insurance Benefits Act, as set forth in Title 49 of the *Utah Code Annotated*, as amended.

(f) Medical. The American's with Disabilities Act (ADA) prohibits illegal discrimination by an employer against an "otherwise qualified individual with a disability." An employee should not be terminated for medical reasons without prior consultation with legal counsel and compliance with the City's ADA policies and procedures.

(g) Death. If an employee of Syracuse City dies, his or her estate receives all pay due and any earned and payable benefits (such as payment for compensatory time, annual vacation leave, and sick leave, if applicable) as of the date of death in accordance with City policies and procedures and applicable State and Federal regulations.

**26.020. Voluntary Termination Procedures.**

Employees who wish to voluntarily terminate their employment with Syracuse City shall notify the City at least two (2) weeks in advance of their voluntary termination. Such notice should be given in writing to the employee's department head or supervisor. Employees must comply with the notice requirements set forth herein to be eligible for rehire. A Notice of Voluntary Resignation Form (see Appendix R~~Y~~) shall be filled out by the employee and signed prior to final voluntary termination. If an employee wishes to rescind their resignation, the employee must request to rescind their resignation in writing to their department head as soon as possible. If the job opening has been posted or reorganization of the department has been developed, the request will be denied. An employee who has submitted their notice to resign may not use sick leave in the final two-weeks of employment, unless the employee provides a doctor note.

**26.030. Involuntary Termination Procedures.**

Any involuntary terminations for cause shall comply with applicable procedures set forth in Chapter 22 regarding Disciplinary Action, including any applicable pre-disciplinary hearing and due process requirements set forth therein. Such procedures shall not be required for involuntary termination of at-will or excluded employees as more particularly set forth in these Policies and Procedures or as provided by law.

**26.040. Resignation in Lieu of Involuntary Termination Procedures.**

If an employee chooses to resign pending any for cause termination proceedings, the resignation may be considered an involuntary termination pending final resolution of the termination proceedings. Alternatively, the City and the employee may negotiate and enter into a Resignation in Lieu of Involuntary Termination Agreement containing terms acceptable to the City, including, but not limited to hold harmless and indemnification provisions regarding the resignation in lieu of involuntary termination proceedings, and waiver of notice and due process requirements for involuntary termination.

**26.050. Reduction in Force Procedures.**

(a) If Syracuse City is facing a possible reduction in labor force, the City should explain the situation to its employees, advising them of the possibility that reductions in force or layoffs may become an economic necessity for the City.

(b) In the selection of employees for reduction in force, the following guidelines should be considered:

(1) Temporary and probationary employees should be laid off first.

(2) Regular employees should be the last to be laid off and based on the following factors: longevity, previous performance evaluations and disciplinary actions.

(c) Before any reduction in force, Syracuse City should determine whether it is subject to the

requirements of the Worker Adjustment and Retraining Notification Act, 29 U.S.C. 2101, *et seq*., as amended, and shall comply with any applicable requirements.

(d) Syracuse City should explain to any employee terminated through reduction in force the employee's options (such as COBRA and Retirement Plan Options).

(e) Written reduction in force notices should be provided to employees terminated through reduction in force procedures. Such notice should contain a statement that separation from employment is based on reduction in force and the effective date of the reduction in force termination.

**26.060. Retirement Procedures.**

Employees who desire to retire from employment with the City should notify the City as soon as possible but no later than two (2) months in advance of his or her final work day. Such notice should be in writing to the employee's Department Head or Supervisor. Employees must comply with the notice requirements set forth herein to be eligible for rehire. A Notice of Voluntary Resignation Form shall be filled out by the employee and submitted to the ~~Human Resource Specialist~~Human Resource Manager prior to final voluntary termination. In addition, employees eligible for retirement benefits through Utah Retirement Systems (URS) shall work directly with URS to work out the details of such retirement and benefits.

**26.070. Final Pay.**

Upon termination of employment with the City, the City will arrange for distribution of any pay which may be due the employee, including pay for any hours worked but not paid, pay for unused, accrued vacation leave (if applicable), pay for any unused, accrued compensation time off (if applicable), and pay for unused, accrued sick leave (if applicable). Final pay shall be distributed on the regularly scheduled pay day following the termination.

**26.080. Return of City Property.**

Terminating employees shall return any and all keys, supplies or equipment, which are the property of Syracuse City to the Department Head or his or her designee at termination. Failure to return City-issued keys, supplies and/or equipment upon termination will be considered theft and may be subject to prosecution. Uniforms shall be retired according to the policy established by the department.

**26.090. Exit Interview.**

In order to provide appropriate feedback to the City and conclusion of employment for the employee, terminating employees should complete an Exit Interview with the Human Resources Specialist. When conducted, an Exit Interview Form should be signed by the employee and the Human Resources Specialist.

**26.100 COBRA Coverage.**

Any terminated employee shall be notified of his or her rights to continued insurance coverage and other protections and requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") in accordance with applicable Federal regulations.

## APPENDIX A:
## Policy Manual Acknowledgement of Receipt

Syracuse City Corporation

**PERSONNEL POLICY AND PROCEDURES MANUAL**
**ACKNOWLEDGEMENT OF RECEIPT**

I, the undersigned employee of Syracuse City Corporation, hereby acknowledge that Syracuse City has made a copy of the Personnel Policy and Procedures manual electronically available to me and that I have received instructions on how to access it.

I further acknowledge that I may request a paper copy of the manual if I am unable to access the manual electronically.

By signing below, I agree to familiarize myself with and abide by the policies and procedures outlined in the manual. Further, I understand that this agreement does not create an obligation or contract of employment between Syracuse City and myself.

I understand that reading this manual constitutes one of my job duties and that I am required to perform my duties in accordance with the policies contained in this manual and any updates, additional rules, regulations, policies or procedures which may be imposed by the City or the department in which I work, whether or not I read this manual. I understand that my failure to read this manual, as required, does not excuse me from being covered by or complying with its provisions.

I understand that if I have any questions about the provisions contained in this manual, I should direct them to the City Manager.

I understand that this manual serves only as a guide and that Syracuse City reserves the right to change any of its policies and/or procedures at any time for any reason.

Name (printed): _____

Signature: _____ Date: _____

## APPENDIX B:
## Recruitment, Retention, and Compensation Policy

### RECRUITMENT, RETENTION, AND COMPENSATION POLICY

1. **PURPOSE**

   a. The purpose of this policy is to establish a planned approach to ensure that Syracuse City attracts the best talent possible, and motivates and retains that talent for the overall benefit of the citizens.

   b. It is essential that Syracuse City recruits and retains the best talent possible to ensure the most efficient use of City resources. Excessive turnover and any lack of direction provided by City leadership will produce inefficiencies that waste City resources, and will degrade the quality of service provided to the citizenry.

2. **COMPONENTS OF THE POLICY**

   a. **Leadership & Responsibility**

      i. As the Executive/Administrative branch of Syracuse City, the leadership and responsibility for creating an environment that breeds productive, dedicated, and engaged employees lies primarily with the City Manager, and ultimately with the Mayor, with the support of the department heads and the City Council. The City Council will be tasked with reviewing programs and policies proposed by the City Manager, and proposing policies that align with the purpose of this policy.

   b. **Employee Compensation Plan**

      It is the general policy of Syracuse City that it will compensate its employees on a merit based system in a manner that is competitive with the market. Overcompensating does not ensure the best service, and undercompensating erodes the City's ability to attract and retain quality employees.

## APPENDIX B (continued):
## Recruitment, Retention, and Compensation Policy

i. Benchmark Cities

1. The purpose of benchmarking in this policy is to establish an estimate of the local and regional market for municipal employees. When deciding which cities to compare with, there needs to be consideration of various characteristics of city structure (size, land use, revenue, tax base, etc) and logistical competition (geographic proximity, type of community, etc). Benchmarks serve as a market indicator and checkpoint, but will not be used as the sole determining wage scale indicator. The City Council reserves the right to adjust the wage scales to a level where it feels appropriately represents the market.

2. Based on location, it is reasonable to expect that all of Davis County and Weber County would be the primary market location for Syracuse employees. While other areas along the Wasatch Front also compete for employees, the cities in Davis and Weber counties will carry higher weight in the benchmark analysis due to their proximity to Syracuse City.

3. Within the primary market location (Davis/Weber County), there are certain cities that are significantly different than Syracuse City. The Council may decide to withdraw or include such cities from the market analysis.

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

5. The following chart outlines the cities that will be included in the benchmarking process:

**Benchmark Cities**

| Primary Market |
|---|
| Bountiful |
| Centerville |
| Clearfield |
| Clinton |
| Davis County |
| Farmington |
| Fruit Heights |
| Herriman |
| Highland |
| Kaysville |

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## APPENDIX B (continued):
## Recruitment, Retention, and Compensation Policy

| |
|---|
| Layton |
| North Davis Fire District |
| North Salt Lake |
| North Ogden |
| Plain City |
| Pleasant View |
| Riverdale |
| Roy |
| Saratoga Springs |
| South Davis Fire District |
| South Ogden |
| South Weber |
| Washington Terrace |
| Weber County |
| West Bountiful |
| West Point |
| Weber Fire District |
| Woods Cross |

| Alternate Benchmark Cities |
|---|
| Alpine |
| Bluffdale |
| Cedar Hills |
| Eagle Mountain |
| Elk Ridge |
| Farr West |
| Harrisville |
| Lehi |
| Mapleton |
| Marriott-Slaterville |
| South Jordan |
| Sunset |
| Vineyard |
| West Haven |
| Woodland Hills |

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## APPENDIX B (continued):
## Recruitment, Retention, and Compensation Policy

ii. Setting Position Wage Scales

1. The minimum and maximum wage for any given position will be determined by calculating the percentile specified by the Council for each position's wage scale from the list of benchmark cities. Wage scales will not be set lower than the 50th percentile of the market. Based on inability to attract an acceptable applicant pool, or due to a change in the labor market for any given position, the Council may adjust the wage scale to a higher percentile.

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

iii. Other Benefits

The City will strive to provide other benefits, such as medical/dental/vision, retirement, and paid time off, at a level that reasonably competes with the benchmark cities. The City Manager will propose, and the City Council will have final approval of the benefit package to be offered.

iv. Setting Individual Wages

1. In determining the wage for individual employees, the City Manager shall consider relevant factors such as experience, education, skills, performance, and training obtained by the employee. For new hires, the City Manager may use these factors to set the new employee's wage up to the mid-point of the wage scale, assuming budgetary allowance to do so. If the City Manager determines that the new hire should start above the mid-point of the wage scale, he/she must first get approval from a majority of the City Council.

2. For existing employees, if the City Manager determines that an employee should receive an increase in wages above that allowed within this policy, then he/she must first get approval from a majority of the City Council.

v. Merit Increases

1. Syracuse City has adopted a "pay for performance" ethic, and therefore does not use programmed step increases or cost of living increases based on time of service. A merit-based system is created

## APPENDIX B (continued):
## Recruitment, Retention, and Compensation Policy

to encourage continuous improvement of employees, for the overall benefit of the City. Commensurate with employee performance and improvement, the City Manager will administer a system that provides a path for employees to progress through the salary and wage scale for each position. It is the policy of Syracuse City that it will not participate in collective bargaining.

2. An evaluation system with scores ranging from 0 to 5 (5=highest) will be utilized for employee performance evaluations. Administration of merit increases will be based on employee evaluation scores, and is performed by the City Manager under direction of the Mayor, subject to the amount budgeted by the Council. The City Manager will ensure that all evaluations are reviewed and checked for quality to ensure the evaluation program is effective.

3. In order to determine the budgeted amount for merit increases, the Council will:

    a. Calculate the moving average of wage increases for the last 3 years of benchmark cities/companies.

    b. Set aside a minimum of 25% of the net increase in combined sales tax, property tax, and franchise tax from the previous fiscal year for purposes of funding the merit increases.

    c. Decide to either increase, decrease, or maintain the set-aside amount in order to stay competitive with the market.

4. Each department will be allotted a proportional share of the budgeted merit increase dollars based on the following formula:

    Dept Share of Budgeted Merit Increase Dollars= (Total budgeted dollars approved by Council for merit increases/Total city-wide payroll dollars) X Total payroll of the departmentNote: Department heads will be considered a separate department for these purposes.

5. For each department, the Average Merit Increase will be calculated using the following formula:

    AVG Merit Increase = Dept Share of Budgeted Merit Increase Dollars / Total payroll of the department.

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

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## APPENDIX B (continued):
## Recruitment, Retention, and Compensation Policy

approved by the City Council. Any score below a 3 will not be eligible for a merit increase.

7. The City Council may, in its sole discretion, grant a merit increase not to exceed five percent (5%) of an employee's gross pay to an employee who has been paid at or above the range maximum for a minimum of five (5) years, provided the employee has received a successful or outstanding performance rating in the last year and has been employed by Syracuse City for at least eight (8) years. An employee whose salary exceeds the range maximum is eligible to receive a merit adjustment no more frequently than every five (5) years after the initial adjustment. Any subsequent increase above the range maximum shall not exceed five percent (5%) of the employee's gross pay. An employee is eligible to receive a maximum of five (5) successive adjustments beyond the range maximum. As an alternative to the annual merit increase, an employee who is being paid at or above the range maximum may receive an annual bonus in the amount equivalent to the wage/salary adjustment. No adjustment is made to the base wage/salary when a bonus is given.

vi. Advancements

1. Some positions are eligible for Advancements (e.g. Police Officer I and II, Water Maintenance Worker I and II, etc.) An Advancement is defined as a movement to a higher position due to improved skill, knowledge, or capability, but does not significantly increase the employee's responsibilities and/or supervisory duties.

2. Employees that advance to a higher position will move to the bottom of the new wage scale, but at least a 5% increase. Employees that advance are also eligible for a merit increase for the same year of advancement. The merit increase will based on the pre-advancement wage.

vii. Promotions

Promotions are defined as a movement to a higher position that significantly increases the employee's responsibilities and/or supervisory duties. An employee who is promoted will receive an increase to the minimum wage of the entering wage scale, but at least a 5% increase. Employees that promote will be eligible for a pro-rated annual merit increase for the months at the lower position and the months at the higher position.

## APPENDIX B (continued):
## Recruitment, Retention, and Compensation Policy

**c. Ongoing Review and Periodic Market Adjustments**

i. Biennial Review

Every 2 years, the City Council will conduct an in-depth review of each department. The primary purpose of the in-depth review is to discuss the operations, issues, overall direction of the department, and the goals of the City Council. The biennial in-depth review will also be a time to discuss any wage abnormalities or other special adjustments that the administration feels is needed. If wages scales of any position have moved more than 5% off of the 60th percentile (or whichever percentile the Council has set for that position) of the market, the City Council will examine the benchmarks and consider making adjustments to the wage scale and the associated wages of applicable employees of that position.

The departments will be reviewed on a rotating basis as follows:

Yr 1: Police, Fire, Park & Rec

Yr 2: PW, CED, IT, Courts, Finance

ii. Quadrennial Market Review

1. Every other Biennial Review (every 4 years), the City Council will review the compensation levels for each position in the City and, if needed, make the necessary wage scale and/or individual wage adjustments to ensure the City remains competitive in its compensation. Issues such as wage compression may also be addressed at this time. The positions in the City will divided into two groups based on department as follows:

   *Group 1*: Police, Fire, Park & Rec

   *Group 2:* PW, CED, IT, Courts, Finance

2. Below is the schedule of the biennial department reviews and quadrennial market reviews:

   *Year 1:* In-depth review and benchmark of Police, Fire, Park & Rec

   *Year 2:* In-depth review and benchmark of PW, CED, IT, Courts, Finance

   *Year 3:* In-depth review of Police, Fire, Park & Rec

   *Year 4:* In-depth review of PW, CED, IT, Courts, Finance

   *Year 5:* In-depth review and benchmark of Police, Fire, Park & Rec

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## APPENDIX B (continued):
## Recruitment, Retention, and Compensation Policy

*Year 6:* In-depth review and benchmark of PW, CED, IT, Courts, Finance

3. The analysis of wage scales will be conducted in the same method as explained above in evaluating Benchmark Cities, and Setting Position Wage Scales (See Section 2.b.i & ii). If the City Council determines that wage scales need to be adjusted to better reflect market conditions, they will make such adjustments effective at the beginning of the upcoming fiscal year. The Council has full discretion on wage scale adjustments, but generally will only make adjustments if a position's wage scale has changed 2.5% or more since the last adjustment. A change in wage scale does not automatically trigger a change in individual wages.

4. With each quadrennial market review, individual wages may be adjusted if a majority of the City Council approves. This market wage adjustment will be in the form of an additional percentage that the employee is eligible to receive in the annual merit increase evaluation, based on performance over the previous 4 years. Unless the City Council approves, an employee's wages will not be adjusted due to the market review if the employee has been hired within the previous 12 months, however in no case will an employee be paid below the minimum of the wage scale.

5. In order to determine whether individual wages will be adjusted due to the market review, the Council may consider any of the following:

    a. A comparative study of individual wages from the benchmark cities obtained through an independent contract that has been subject to the RFP process and be conducted under the direction of the city council and city manager.

    b. Using Technet or similar shared database, the City can provide an analysis of changes in wage scales and wages over the previous 4 years. If a majority of the Council determines the information from Technet/similar shared database appears to show an anomaly or otherwise appears to be incomplete or inaccurate, a more detailed comparative study of that position may be conducted.

    c. Any other economic data that a majority of the Council deems relevant.

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## APPENDIX C:
## Volunteer Service Agreement

Syracuse City Corporation

### VOLUNTEER SERVICE AGREEMENT

**Volunteer Information**

Name: _____

Primary Phone Number: _____

Alternate Phone Number: _____

Address: _____

E-Mail Address: _____

Emergency Contact Information:

Name: _____

Relationship: _____

Phone Number(s): _____

**Volunteer Assignment Information**

Project Type (check one box):

- ☐ Court Ordered Community Service
- ☐ Eagle Scout or Other Boy Scout Community Service
- ☐ Church Group
- ☐ Ongoing Community / Volunteer Service
- ☐ Other Community / Volunteer Service

Department Working In: _____

City Staff Member Overseeing Service: _____

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## APPENDIX C (continued):
## Volunteer Service Agreement

Description of Service to be performed: _____

_____

Anticipated Dates of Service:

Start: _____

End: _____

**Volunteer Acknowledgement and Agreement**

1. I acknowledge that I am volunteering solely for personal purposes or benefit without promise or expectation of compensation, benefits, or future employment from Syracuse City beyond any specified reimbursement agreements.
2. I agree to familiarize myself with, and abide by, Syracuse City's policies and procedures regarding conduct, confidentiality, safety, and related policies and procedures. I understand that I may be subject to the same pre-employment screening and background checks as paid employees performing similar duties.
3. I agree to follow the supervision and direction of any personnel, employee, or other volunteer to whom I have been assigned to perform services. I also agree to participate in any training required by Syracuse City in order to perform volunteer services.
4. I understand and agree to follow the guidelines set forth if I am under 16 years of age. If I am a Volunteer that is required to fill out this form and am 14 or 15 years of age I may not volunteer for more than 3 hours on a school day and may not volunteer later than 7:00PM from September 1st to June 1st each year and may not volunteer later than 9:00PM from June 2nd to August 31st each year. Volunteers that are 16 years of age or older do not have any restricted hours.
5. If my duties include driving on City business, I acknowledge that I must possess a valid driver's license and that I may be subject to a Department of Motor Vehicle (DMV) driver's license background investigation.
6. I acknowledge that the City provides limited accidental liability coverage to volunteers, but that no other City-sponsored medical, retirement, or insurance apply to my associate with Syracuse City as a volunteer.
7. I acknowledge that Syracuse City may end my volunteer services with the City at any time and for any reason.

By signing below, I attest that I am freely volunteering my time and services to Syracuse City. I also attest that I have read and agree to abide by the acknowledgements and agreements listed above.

Volunteer: _____ Date: _____

If you are under 18, a parent or guardian must also sign this form

Parent/Guardian: _____ Date: _____

2

## APPENDIX C (continued):
## Volunteer Service Agreement

**Approval Signatures:**

Human Resources: _____ Date: _____

**To Be Completed by Human Resources Upon Completion of Volunteer Service**

Actual Dates of Services:

Start Date: _____

End Date: _____

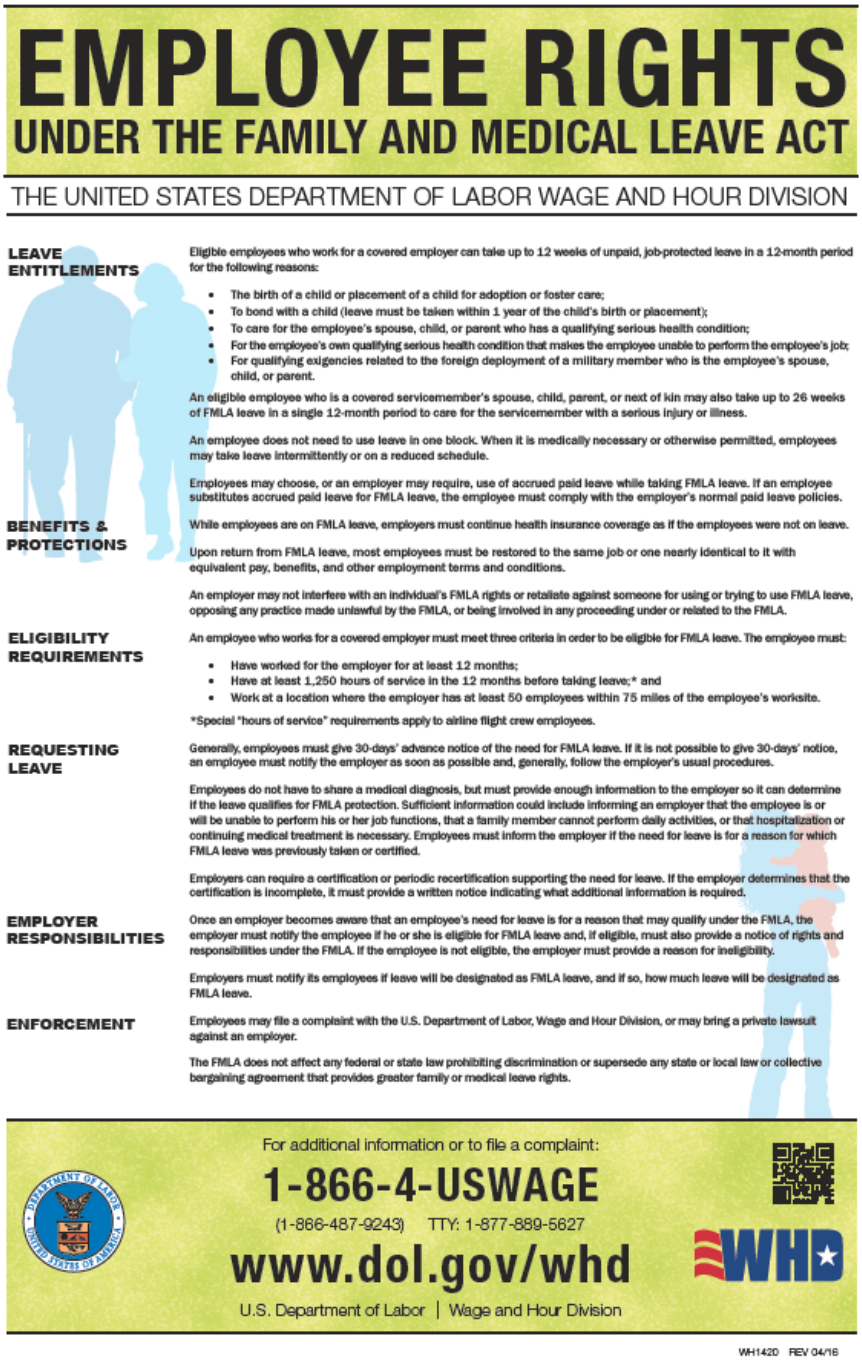
Eligible for Future Volunteer Services? ☐ Yes ☐ No

If "NO", please specify why: _____

_____

3

## APPENDIX D:
## Employee Rights & Responsibilities



# EMPLOYEE RIGHTS
## UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

**LEAVE ENTITLEMENTS**

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

**BENEFITS & PROTECTIONS**

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

**ELIGIBILITY REQUIREMENTS**

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

**REQUESTING LEAVE**

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

**EMPLOYER RESPONSIBILITIES**

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

**ENFORCEMENT**

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627

**www.dol.gov/whd**

U.S. Department of Labor | Wage and Hour Division

WH1420 REV 04/16

## ~~APPENDIX E:~~
## ~~FMLA Notice of Eligibility and Rights & Responsibilities~~

Notice of Eligibility and Rights & Responsibilities
(Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

OMB Control Number: 1235-0003
Expires: 8/31/2021

In general, to be eligible an employee must have worked for an employer for at least 12 months, meet the hours of service requirement in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. While use of this form by employers is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. § 825.300(b), which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Part B provides employees with information regarding their rights and responsibilities for taking FMLA leave, as required by 29 C.F.R. § 825.300(b), (c).

**[Part A – NOTICE OF ELIGIBILITY]**

TO: _____
Employee

FROM: _____
Employer Representative

DATE: _____

On _____, you informed us that you needed leave beginning on _____ for:

____ The birth of a child, or placement of a child with you for adoption or foster care;

____ Your own serious health condition;

____ Because you are needed to care for your ____ spouse; ____child; _____ parent due to his/her serious health condition.

____ Because of a qualifying exigency arising out of the fact that your ____ spouse; ____son or daughter; _____ parent is on covered active duty or call to covered active duty status with the Armed Forces.

____ Because you are the ____ spouse; ____son or daughter; _____parent; _____ next of kin of a covered servicemember with a serious injury or illness.

This Notice is to inform you that you:

____ Are eligible for FMLA leave (See Part B below for Rights and Responsibilities)

____ Are **not** eligible for FMLA leave, because (only one reason need be checked, although you may not be eligible for other reasons):

____ You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately ___ months towards this requirement.

____ You have not met the FMLA's hours of service requirement.

____ You do not work and/or report to a site with 50 or more employees within 75-miles.

If you have any questions, contact _____ or view the FMLA poster located in _____.

**[PART B-RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA LEAVE]**

As explained in Part A, you meet the eligibility requirements for taking FMLA leave and still have FMLA leave available in the applicable 12-month period. **However, in order for us to determine whether your absence qualifies as FMLA leave, you must return the following information to us by** _____. (If a certification is requested, employers must allow at least 15 calendar days from receipt of this notice; additional time may be required in some circumstances.) If sufficient information is not provided in a timely manner, your leave may be denied.

____ Sufficient certification to support your request for FMLA leave. A certification form that sets forth the information necessary to support your request ___is/___ **is not** enclosed.

____ Sufficient documentation to establish the required relationship between you and your family member.

____ Other information needed (such as documentation for military family leave): _____

_____

_____

____ No additional information requested

Page 1 CONTINUED ON NEXT PAGE Form WH-381 Revised February 2013

## ~~APPENDIX E (continued):~~
## ~~FMLA Notice of Eligibility and Rights & Responsibilities~~

**If your leave does qualify** as FMLA leave you will have the following **responsibilities** while on FMLA leave (only checked blanks apply):

___ Contact _____ at _____ to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. You have a minimum 30-day (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.

___ You will be required to use your available paid _____ **sick**, _____ **vacation**, and/or _____ **other leave** during your FMLA absence. This means that you will receive your paid leave and the leave will also be considered protected FMLA leave and counted against your FMLA leave entitlement.

___ Due to your status within the company, you are considered a "key employee" as defined in the FMLA. As a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us. We ___**have**/___ **have not** determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us.

___ While on leave you will be required to furnish us with periodic reports of your status and intent to return to work every _____. (Indicate interval of periodic reports, as appropriate for the particular leave situation).

**If the circumstances of your leave change, and you are able to return to work earlier than the date indicated on the this form, you will be required to notify us at least two workdays prior to the date you intend to report for work.**

**If your leave does qualify** as FMLA leave you will have the following **rights** while on FMLA leave:

- You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as:
  - ___ the calendar year (January – December).
  - ___ a fixed leave year based on _____.
  - ___ the 12-month period measured forward from the date of your first FMLA leave usage.
  - ___ a "rolling" 12-month period measured backward from the date of any FMLA leave usage.
- You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered servicemember with a serious injury or illness. This single 12-month period commenced on _____.
- Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.
- You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA.)
- If you do not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; 2) the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or 3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.
- If we have not informed you above that you must use accrued paid leave while taking your unpaid FMLA leave entitlement, you have the right to have ___**sick**, ___**vacation**, and/or ___**other leave** run concurrently with your unpaid leave entitlement, provided you meet any applicable requirements of the leave policy. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid FMLA leave.

  ___For a copy of conditions applicable to sick/vacation/other leave usage please refer to _____ available at: _____.

  ___Applicable conditions for use of paid leave:_____

**Once we obtain the information from you as specified above, we will inform you, within 5 business days, whether your leave will be designated as FMLA leave and count towards your FMLA leave entitlement. If you have any questions, please do not hesitate to contact:**

_____ at _____.

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**

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## ~~Appendix F:~~
## ~~FMLA Designation Notice~~

Designation Notice
(Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division

OMB Control Number: 1235-0003
Expires: 8/31/2021

**Leave covered under the Family and Medical Leave Act (FMLA) must be designated as FMLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient. While use of this form by employers is optional, a fully completed Form WH-382 provides an easy method of providing employees with the written information required by 29 C.F.R. §§ 825.300(c), 825.301, and 825.305(c).**

To: _____

Date: _____

We have reviewed your request for leave under the FMLA and any supporting documentation that you have provided.
We received your most recent information on _____ and decided:

____ **Your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave.**

**The FMLA requires that you notify us as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your leave entitlement:**

____ Provided there is no deviation from your anticipated leave schedule, the following number of hours, days, or weeks will be counted against your leave entitlement: _____

____ Because the leave you will need will be unscheduled, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

**Please be advised (check if applicable):**

____ ~~You have requested to use paid leave during your FMLA leave. Any paid leave taken for this reason will count against your~~ FMLA leave entitlement.

____ We are requiring you to substitute or use paid leave during your FMLA leave.

____ You will be required to present a fitness-for-duty certificate to be restored to employment. If such certification is not timely received, your return to work may be delayed until certification is provided. A list of the essential functions of your position ___ is ___ is not attached. If attached, the fitness-for-duty certification must address your ability to perform these functions.

____ **Additional information is needed to determine if your FMLA leave request can be approved:**

____ The certification you have provided is not complete and sufficient to determine whether the FMLA applies to your leave request. You must provide the following information no later than _____, unless it is not
(Provide at least seven calendar days)
practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied.

_____
(Specify information needed to make the certification complete and sufficient)

____ We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

____ Your FMLA Leave request is Not Approved.
____ The FMLA does not apply to your leave request.
____ You have exhausted your FMLA leave entitlement in the applicable 12-month period.

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

It is mandatory for employers to inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA. 29 U.S.C. § 2617; 29 C.F.R. §§ 825.300(d), (e). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 – 30 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**

Form WH-382 January 2009

## ~~APPENDIX G:~~
## ~~FMLA Certification Form – Employees Own Serious Health Condition~~

Certification of Health Care Provider for Employee's Serious Health Condition (Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT

OMB Control Number: 1235-0003
Expires: 8/31/2021

**SECTION I: For Completion by the EMPLOYER**

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact: _____

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions: _____

_____

Check if job description is attached: ____

**SECTION II: For Completion by the EMPLOYEE**

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: _____
First Middle Last

**SECTION III: For Completion by the HEALTH CARE PROVIDER**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b). Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (____) _____ Fax:(____) _____

Page 1 Form WH-380-E Revised May 2015

## ~~APPENDIX G (continued):~~
## ~~FMLA Certification Form – Employees Own Serious Health Condition~~

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

**Mark below as applicable:**
Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?
___No ___Yes. If so, dates of admission:

_____

Date(s) you treated the patient for condition:

_____

Will the patient need to have treatment visits at least twice per year due to the condition? ___No ___Yes.

Was medication, other than over-the-counter medication, prescribed? ___No ___Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?
___No ___Yes. If so, state the nature of such treatments and expected duration of treatment:

_____

2. Is the medical condition pregnancy? ___No ___Yes. If so, expected delivery date: _____

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition: ___No ___Yes.

If so, identify the job functions the employee is unable to perform:

_____

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

_____
_____
_____
_____
_____
_____
_____

Page 2 CONTINUED ON NEXT PAGE Form WH-380-E Revised May 2015

## ~~APPENDIX G (continued):~~
## ~~FMLA Certification Form – Employees Own Serious Health Condition~~

PART B: AMOUNT OF LEAVE NEEDED

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? ___No ___Yes.

   If so, estimate the beginning and ending dates for the period of incapacity: _____

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? ___No ___Yes.

   If so, are the treatments or the reduced number of hours of work medically necessary?
   ___No ___Yes.

   Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

   _____

   Estimate the part-time or reduced work schedule the employee needs, if any:

   _____ hour(s) per day; _____ days per week from _____ through _____

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? ___No ___Yes.

   Is it medically necessary for the employee to be absent from work during the flare-ups?
   ___ No ___Yes. If so, explain:

   _____

   _____

   Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency : _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or ___ day(s) per episode

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

_____

_____

_____

_____

_____

_____

Page 3 CONTINUED ON NEXT PAGE Form WH-380-E Revised May 2015

## ~~APPENDIX G (continued):~~
## ~~FMLA Certification Form – Employees Own Serious Health Condition~~

Signature of Health Care Provider

Date

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.**

Page 4 Form WH-380-E Revised May 2015

## ~~APPENDIX H:~~
## ~~FMLA Certification Form – Family Member's Serious Health Condition~~

Certification of Health Care Provider for Family Member's Serious Health Condition (Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.

OMB Control Number: 1235-0003
Expires: 8/31/2021

**SECTION I: For Completion by the EMPLOYER**

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact: _____

_____

**SECTION II: For Completion by the EMPLOYEE**

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II before giving this form to your family member or his/her medical provider. The FMLA permits an employer to require that you submit a timely, ~~complete, and sufficient medical certification to support a request for FMLA leave to care for a covered family~~ member with a serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form to your employer. 29 C.F.R. § 825.305.

Your name: _____
First Middle Last

Name of family member for whom you will provide care: _____
First Middle Last

Relationship of family member to you: _____

If family member is your son or daughter, date of birth: _____

Describe care you will provide to your family member and estimate leave needed to provide care:

_____

_____

_____

_____ _____
Employee Signature Date

Page 1 CONTINUED ON NEXT PAGE Form WH-380-F Revised May 2015

## ~~APPENDIX H (continued):~~
## ~~FMLA Certification Form – Family Member's Serious Health Condition~~

**SECTION III: For Completion by the HEALTH CARE PROVIDER**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. § 1635.3(e). Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____) _____ Fax:(_____) _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?
___No ___Yes. If so, dates of admission: _____

Date(s) you treated the patient for condition: _____

Was medication, other than over-the-counter medication, prescribed? ___No ___Yes.

Will the patient need to have treatment visits at least twice per year due to the condition? ___No ___Yes

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?
___No ___Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? ___No ___Yes. If so, expected delivery date: _____

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

Page 2 CONTINUED ON NEXT PAGE Form WH-380-F Revised May 2015

## ~~APPENDIX H (continued):~~
## ~~FMLA Certification Form – Family Member's Serious Health Condition~~

PART B: AMOUNT OF CARE NEEDED: When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care:

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? ___No ___Yes.

   Estimate the beginning and ending dates for the period of incapacity: _____

   During this time, will the patient need care? __ No __ Yes.

   Explain the care needed by the patient and why such care is medically necessary: _____

5. Will the patient require follow-up treatments, including any time for recovery? ___No ___Yes.

   Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

   Explain the care needed by the patient, and why such care is medically necessary: _____

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? __ No __ Yes.

   Estimate the hours the patient needs care on an intermittent basis, if any:

   _____ hour(s) per day; _____ days per week from _____ through _____

   Explain the care needed by the patient, and why such care is medically necessary: _____

Page 3 CONTINUED ON NEXT PAGE Form WH-380-F Revised May 2015

## ~~APPENDIX H (continued):~~
## ~~FMLA Certification Form – Family Member's Serious Health Condition~~

7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? ____No ____Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or ___ day(s) per episode

Does the patient need care during these flare-ups? ____ No ____ Yes.

Explain the care needed by the patient, and why such care is medically necessary: _____

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER

_____ _____

**Signature of Health Care Provider** **Date**

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210.
**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.**

Page 4 Form WH-380-F Revised May 2015

## ~~APPENDIX I:~~
## ~~FMLA Certification Form – Certification of Qualifying Exigency for Military Family Leave~~

Certification of Qualifying Exigency For Military Family Leave (Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division

OMB Control Number: 1235-0003
Expires: 8/31/2021

**SECTION I: For Completion by the EMPLOYER**

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave due to a qualifying exigency to submit a certification. Please complete Section I before giving this form to your employee. Your response is voluntary, and while you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 CFR 825.309.

Employer name: _____

Contact Information: _____

**SECTION II: For Completion by the EMPLOYEE**

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II fully and completely. The FMLA permits an employer to require that you submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a qualifying exigency. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency. Be as specific as you can; terms such as "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Your response is required to obtain a benefit. 29 CFR 825.310. While you are not required to provide this information, failure to do so may result in a denial of your request for FMLA leave. Your employer must give you at least 15 calendar days to return this form to your employer.

Your Name: _____
First Middle Last

Name of military member on covered active duty or call to covered active duty status:

_____
First Middle Last

Relationship of military member to you: _____

Period of military member's covered active duty: _____

A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes written documentation confirming a military member's covered active duty or call to covered active duty status. Please check one of the following and attach the indicated document to support that the military member is on covered active duty or call to covered active duty status.

- ☐ A copy of the military member's covered active duty orders is attached.
- ☐ Other documentation from the military certifying that the military member is on covered active duty (or has been notified of an impending call to covered active duty) is attached.
- ☐ I have previously provided my employer with sufficient written documentation confirming the military member's covered active duty or call to covered active duty status.

Page 1 CONTINUED ON NEXT PAGE WH-384 Revised February 2013

## ~~APPENDIX I (continued):~~
## ~~FMLA Certification Form – Certification of Qualifying Exigency for Military Family Leave~~

**PART A: QUALIFYING REASON FOR LEAVE**

1. Describe the reason you are requesting FMLA leave due to a qualifying exigency (including the specific reason you are requesting leave):

2. A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes any available written documentation which supports the need for leave; such documentation may include a copy of a meeting announcement for informational briefings sponsored by the military; a document confirming the military member's Rest and Recuperation leave; a document confirming an appointment with a third party, such as a counselor or school official, or staff at a care facility; or a copy of a bill for services for the handling of legal or financial affairs. Available written documentation supporting this request for leave is attached.

Yes ☐ No ☐ None Available ☐

**PART B: AMOUNT OF LEAVE NEEDED**

1. Approximate date exigency commenced: _____

Probable duration of exigency: _____

2. Will you need to be absent from work for a single continuous period of time due to the qualifying exigency?

Yes☐ No☐

If so, estimate the beginning and ending dates for the period of absence:

3. Will you need to be absent from work periodically to address this qualifying exigency? Yes☐ No☐

Estimate schedule of leave, including the dates of any scheduled meetings or appointments:

Estimate the frequency and duration of each appointment, meeting, or leave event, including any travel time (i.e., 1 deployment-related meeting every month lasting 4 hours):

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours ___ day(s) per event.

Page 2 CONTINUED ON NEXT PAGE WH-384 Revised February 2013

## ~~APPENDIX I (continued):~~
## ~~FMLA Certification Form – Certification of Qualifying Exigency for Military Family Leave~~

PART C:

If leave is requested to meet with a third party (such as to arrange for childcare or parental care, to attend counseling, to attend meetings with school, childcare or parental care providers, to make financial or legal arrangements, to act as the military member's representative before a federal, state, or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations), a complete and sufficient certification includes the name, address, and appropriate contact information of the individual or entity with whom you are meeting (i.e., either the telephone or fax number or email address of the individual or entity). This information may be used by your employer to verify that the information contained on this form is accurate.

Name of Individual: _____ Title: _____

Organization: _____

Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Email: _____

Describe nature of meeting: _____

PART D:

I certify that the information I provided above is true and correct.

Signature of Employee _____ Date _____

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. 2616; 29 CFR 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. T he Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution AV, NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION; RETURN IT TO THE EMPLOYER.**

Page 3 WH-384 Revised February 2013

## ~~APPENDIX J:~~
## ~~FMLA Certification Form – Certification for Serious Injury or Illness of Covered Service Member~~

Certification for Serious Injury or Illness of a Current Servicemember - -for Military Family Leave (Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT

OMB Control Number: 1235-0003
Expires: 8/31/2021

**Notice to the EMPLOYER**

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave due to a serious injury or illness of a current servicemember to submit a certification providing sufficient facts to support the request for leave. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 CFR 825.310. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 CFR 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 CFR 1635.9, if the Genetic Information Nondiscrimination Act applies.

**SECTION I: For Completion by the EMPLOYEE and/or the CURRENT SERVICEMEMBER for whom the Employee Is Requesting Leave**

**INSTRUCTIONS to the EMPLOYEE or CURRENT SERVICEMEMBER:** Please complete Section I before having Section II completed. The FMLA permits an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a serious injury or illness of a servicemember. If requested by the employer, your response is required to obtain or retain the benefit of FMLA-protected leave. 29 U.S.C. 2613, 2614(c)(3). Failure to do so may result in a denial of an employee's FMLA request. 29 CFR 825.310(f). The employer must give an employee at least 15 calendar days to return this form to the employer.

**SECTION II: For Completion by a UNITED STATES DEPARTMENT OF DEFENSE ("DOD") HEALTH CARE PROVIDER or a HEALTH CARE PROVIDER who is either: (1) a United States Department of Veterans Affairs ("VA") health care provider; (2) a DOD TRICARE network authorized private health care provider; (3) a DOD non-network TRICARE authorized private health care provider; or (4) a health care provider as defined in 29 CFR 825.125**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** The employee listed on Page 2 has requested leave under the FMLA to care for a family member who is a current member of the Regular Armed Forces, the National Guard, or the Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. For purposes of FMLA leave, a serious injury or illness is one that was incurred in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.

A complete and sufficient certification to support a request for FMLA leave due to a current servicemember's serious injury or illness includes written documentation confirming that the servicemember's injury or illness was incurred in the line of duty on active duty or if not, that the current servicemember's injury or illness existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that the current servicemember is undergoing treatment for such injury or illness by a health care provider listed above. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the servicemember's condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 CFR 1635.3(f), or genetic services, as defined in 29 CFR 1635.3(e).

Page 1 Form WH-385 Revised May 2015

## ~~APPENDIX J (continued):~~
## ~~FMLA Certification Form – Certification for Serious Injury or Illness of Covered Service Member~~

**SECTION I: For Completion by the EMPLOYEE and/or the CURRENT SERVICEMEMBER for whom the Employee Is Requesting Leave:**

(This section must be completed first before any of the below sections can be completed by a health care provider.)

Part A: EMPLOYEE INFORMATION

Name and Address of Employer (this is the employer of the employee requesting leave to care for the current servicemember):

Name of Employee Requesting Leave to Care for the Current Servicemember:

First Middle Last

Name of the Current Servicemember (for whom employee is requesting leave to care):

First Middle Last

Relationship of Employee to the Current Servicemember:

Spouse ☐ Parent ☐ Son ☐ Daughter ☐ Next of Kin ☐

Part B: SERVICEMEMBER INFORMATION

(1) Is the Servicemember a Current Member of the Regular Armed Forces, the National Guard or Reserves?
Yes ☐ No ☐

If yes, please provide the servicemember's military branch, rank and unit currently assigned to:

Is the servicemember assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients (such as a medical hold or warrior transition unit)?
Yes ☐ No ☐

If yes, please provide the name of the medical treatment facility or unit:

(2) Is the Servicemember on the Temporary Disability Retired List (TDRL)?
Yes ☐ No ☐

Part C: CARE TO BE PROVIDED TO THE SERVICEMEMBER

Describe the Care to Be Provided to the Current Servicemember and an Estimate of the Leave Needed to Provide the Care:

Page 2 Form WH-385 Revised May 2015

## ~~APPENDIX J (continued):~~
## ~~FMLA Certification Form – Certification for Serious Injury or Illness of Covered Service Member~~

**SECTION II: For Completion by a United States Department of Defense ("DOD") Health Care Provider or a Health Care Provider who is either: (1) a United States Department of Veterans Affairs ("VA") health care provider; (2) a DOD TRICARE network authorized private health care provider; (3) a DOD non-network TRICARE authorized private health care provider; or (4) a health care provider as defined in 29 CFR 825.125. If you are unable to make certain of the military-related determinations contained below in Part B, you are permitted to rely upon determinations from an authorized DOD representative (such as a DOD recovery care coordinator).**

(Please ensure that Section I above has been completed before completing this section. Please be sure to sign the form on the last page.)

Part A: HEALTH CARE PROVIDER INFORMATION

Health Care Provider's Name and Business Address: _____

Type of Practice/Medical Specialty: _____

Please state whether you are either: (1) a DOD health care provider; (2) a VA health care provider; (3) a DOD TRICARE network authorized private health care provider; (4) a DOD non-network TRICARE authorized private health care provider, or (5) a health care provider as defined in 29 CFR 825.125:

_____

Telephone: ( ) _____ Fax: ( ) _____ Email: _____

PART B: MEDICAL STATUS

(1) The current Servicemember's medical condition is classified as (Check One of the Appropriate Boxes):

☐ **(VSI) Very Seriously Ill/Injured –** Illness/Injury is of such a severity that life is imminently endangered. Family members are requested at bedside immediately. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)

☐ **(SI) Seriously Ill/Injured –** Illness/injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)

☐ **OTHER Ill/Injured –** a serious injury or illness that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating.

☐ **NONE OF THE ABOVE** (Note to Employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a "serious health condition" under § 825.113 of the FMLA. If such leave is requested, you may be required to complete DOL FORM WH-380-F or an employer-provided form seeking the same information.)

(2) Is the current Servicemember being treated for a condition which was incurred or aggravated by service in the line of duty on active duty in the Armed Forces? Yes☐ No☐

(3) Approximate date condition commenced: _____

(4) Probable duration of condition and/or need for care: _____

Page 3 Form WH-385 Revised May 2015

## ~~APPENDIX J (continued):~~
## ~~FMLA Certification Form – Certification for Serious Injury or Illness of Covered Service Member~~

(5) Is the servicemember undergoing medical treatment, recuperation, or therapy for this condition? Yes☐ No☐

If yes, please describe medical treatment, recuperation or therapy:

PART C: SERVICEMEMBER'S NEED FOR CARE BY FAMILY MEMBER

(1) Will the servicemember need care for a single continuous period of time, including any time for treatment and recovery? Yes☐ No☐

If yes, estimate the beginning and ending dates for this period of time:

(2) Will the servicemember require periodic follow-up treatment appointments? Yes☐ No☐

If yes, estimate the treatment schedule:

(3) Is there a medical necessity for the servicemember to have periodic care for these follow-up treatment appointments? Yes☐ No☐

(4) Is there a medical necessity for the servicemember to have periodic care for other than scheduled follow-up treatment appointments (e.g., episodic flare-ups of medical condition)?
Yes☐ No☐

If yes, please estimate the frequency and duration of the periodic care:

**Signature of Health Care Provider:** **Date:**

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years, in accordance with 29 U.S.C. 2616; 29 CFR 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution AV, NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION; RETURN IT TO THE PATIENT.**

Page 4 Form WH-385 Revised May 2015

## ~~APPENDIX K:~~
## ~~FMLA Certification Form – Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave~~

Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave (Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE EMPLOYEE

OMB Control Number: 1235-0003
Expires: 8/31/2021

**Notice to the EMPLOYER**

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking military caregiver leave under the FMLA leave due to a serious injury or illness of a covered veteran to submit a certification providing sufficient facts to support the request for leave. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 CFR 825.310. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees or employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 CFR 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 CFR 1635.9, if the Genetic Information Nondiscrimination Act applies.

**SECTION I: For completion by the EMPLOYEE and/or the VETERAN for whom the employee is requesting leave**

**INSTRUCTIONS to the EMPLOYEE and/or VETERAN:** Please complete Section I before having Section II completed. The FMLA permits an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for military caregiver leave under the FMLA leave due to a serious injury or illness of a covered veteran. If requested by the employer, your response is required to obtain or retain the benefit of FMLA-protected leave. 29 U.S.C. 2613, 2614(c)(3). Failure to do so may result in a denial of an employee's FMLA request. 29 CFR 825.310(f). The employer must give an employee at least 15 calendar days to return this form to the employer.

(This section must be completed before Section II can be completed by a health care provider.)

Part A: EMPLOYEE INFORMATION

Name and address of employer (this is the employer of the employee requesting leave to care for a veteran):

Name of employee requesting leave to care for a veteran:

First Middle Last

Name of veteran (for whom employee is requesting leave):

First Middle Last

Relationship of employee to veteran:

Spouse ☐ Parent ☐ Son ☐ Daughter ☐ Next of Kin ☐ (please specify relationship):

Page 1 CONTINUED ON NEXT PAGE Form WH-385-V Revised May 2015

## ~~APPENDIX K (continued):~~
## ~~FMLA Certification Form – Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave~~

Part B: VETERAN INFORMATION

(1) Date of the veteran's discharge:

(2) Was the veteran **dishonorably** discharged or released from the Armed Forces (including the National Guard or Reserves)? Yes☐ No☐

(3) Please provide the veteran's military branch, rank and unit at the time of discharge:

(4) Is the veteran receiving medical treatment, recuperation, or therapy for an injury or illness?
Yes☐ No☐

Part C: CARE TO BE PROVIDED TO THE VETERAN

Describe the care to be provided to the veteran and an estimate of the leave needed to provide the care:

Page 2 CONTINUED ON NEXT PAGE Form WH-385-V Revised May 2015

## ~~APPENDIX K (continued):~~
## ~~FMLA Certification Form – Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave~~

**SECTION II: For completion by: (1) a United States Department of Defense ("DOD") health care provider; (2) a United States Department of Veterans Affairs ("VA") health care provider; (3) a DOD TRICARE network authorized private health care provider; (4) a DOD non-network TRICARE authorized private health care provider; or (5) a health care provider as defined in 29 CFR 825.125.**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** The employee named in Section I has requested leave under the military caregiver leave provision of the FMLA to care for a family member who is a veteran. For purposes of FMLA military caregiver leave, a serious injury or illness means an injury or illness incurred by the servicemember in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the servicemember became a veteran, and is:

(i) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
(ii) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
(iii) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
(iv) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans' Affairs Program of Comprehensive Assistance for Family Caregivers.

A complete and sufficient certification to support a request for FMLA military caregiver leave due to a covered veteran's serious injury or illness includes written documentation confirming that the veteran's injury or illness was incurred in the line of duty on active duty or existed before the beginning of the veteran's active duty and was aggravated by service in the line of duty on active duty, and that the veteran is undergoing treatment, recuperation, or therapy for such injury or illness by a health care provider listed above. Answer fully and completely all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA military caregiver leave coverage. Limit your responses to the veteran's condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 CFR 1635.3(f), or genetic services, as defined in 29 CFR 1635.3(e).

(Please ensure that Section I has been completed before completing this section. Please be sure to sign the form on the last page and return this form to the employee requesting leave (See Section I, Part A above). **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**)

Part A: HEALTH CARE PROVIDER INFORMATION

Health care provider's name and business address:

Telephone: ( ) _____ Fax: ( ) _____ Email: _____

Type of Practice/Medical Specialty: _____

Please indicate if you are:

☐ a DOD health care provider

☐ a VA health care provider

☐ a DOD TRICARE network authorized private health care provider

☐ a DOD non-network TRICARE authorized private health care provider

☐ other health care provider

Page 3 CONTINUED ON NEXT PAGE Form WH-385-V Revised May 2015

## ~~APPENDIX K (continued):~~
## ~~FMLA Certification Form – Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave~~

PART B: MEDICAL STATUS

Note: If you are unable to make certain of the military-related determinations contained in Part B, you are permitted to rely upon determinations from an authorized DOD representative (such as, DOD Recovery Care Coordinator) or an authorized VA representative.

(1) The Veteran's medical condition is:

☐ A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating.

☐ A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service Related Disability Rating (VASRD) of 50% or higher, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave.

☐ A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment.

☐ An injury, including a psychological injury, on the basis of which the covered veteran is enrolled in the Department of Veterans' Affairs Program of Comprehensive Assistance for Family Caregivers.

☐ None of the above.

(2) Is the veteran being treated for a condition which was incurred or aggravated by service in the line of duty on active duty in the Armed Forces? Yes☐ No☐

(3) Approximate date condition commenced: _____

(4) Probable duration of condition and/or need for care: _____

(5) Is the veteran undergoing medical treatment, recuperation, or therapy for this condition? Yes☐ No☐

If yes, please describe medical treatment, recuperation or therapy:

_____

PART C: VETERAN'S NEED FOR CARE BY FAMILY MEMBER

"Need for care" encompasses both physical and psychological care. It includes situations where, for example, due to his or her serious injury or illness, the veteran is unable to care for his or her own basic medical, hygienic, or nutritional needs or safety, or is unable to transport him or herself to the doctor. It also includes providing psychological comfort and reassurance which would be beneficial to the veteran who is receiving inpatient or home care.

(1) Will the veteran need care for a single continuous period of time, including any time for treatment and recovery? Yes☐ No☐

If yes, estimate the beginning and ending dates for this period of time: _____

(2) Will the veteran require periodic follow-up treatment appointments? Yes☐ No☐

If yes, estimate the treatment schedule: _____

Page 4 CONTINUED ON NEXT PAGE Form WH-385-V Revised May 2015

## ~~APPENDIX K (continued):~~
## ~~FMLA Certification Form – Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave~~

(3) Is there a medical necessity for the veteran to have periodic care for these follow-up treatment appointments?
Yes☐ No☐

(4) Is there a medical necessity for the veteran to have periodic care for other than scheduled follow-up treatment appointments (e.g., episodic flare-ups of medical condition)? Yes☐ No☐

If yes, please estimate the frequency and duration of the periodic care:

**Signature of Health Care Provider:** _____ **Date:** _____

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years, in accordance with 29 U.S.C. 2616; 29 CFR 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION; RETURN IT TO THE EMPLOYEE REQUESTING LEAVE (As shown in Section I, Part "A" above).**

Page 5 Form WH-385-V Revised May 2015

**APPENDIX ~~E~~L:**
**Ethics Pledge**

# Ethical Behavior Pledge Form

## Annual Ethics Pledge

The following pledge is required to be made annually by all officers and employees of Syracuse City:

I, _____, pledge to adhere to the code of ethics as approved by the City Council. These topics include, but are not limited to: improper use of official position, accepting gifts or loans, disclosing privileged information, retaining a financial or beneficial interest in a transaction, nepotism, misuse of public resources or property, outside employment, political activity, fair and equal treatment, and conduct after leaving office or employment. Additionally, I pledge to disclose all conflicts of interest on the conflict of interest disclosure form. I understand that state statute and City ordinance provide for penalties for violation of specific unethical behavior. Signing this document verifies that I have been provided time to read applicable statutes and ordinances, as well as the Syracuse City code of ethics.

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.

DATED THIS _____ DAY OF _____, 20___.

By: _____

## APPENDIX F~~M~~:
## Notice of Secondary Employment

*Syracuse City Corporation*
*Human Resources Department*
*Form HR-109*
*Updated January 1, 2013*

SYRACUSE CITY EST. 1935

**Syracuse City Corporation**
**NOTICE OF SECONDARY EMPLOYMENT**

Date Request Submitted: _____

**Employee Information**

Name: _____ Employee Number: _____

Department: _____ Job Title: _____

**Secondary Employment Information**

Employers Name: _____

Employers Address: _____

Employers Type of Business: _____

General Description of Job Duties: _____

_____

_____

In general, what hours would you be working (i.e., 8 am to 5 pm)? _____

On average, how many hours per week will you work for the secondary employer? _____

I hereby request approval to engage in secondary (outside) employment as described above.

Employee Signature: _____ Date: _____

**Approval Details**

☐ Approved

☐ Unapproved (please explain): _____

Supervisor Signature: _____ Date: _____

Department Head Signature: _____ Date: _____

HR Director Signature: _____ Date: _____

City Administrator Signature: _____ Date: _____

## APPENDIX G~~N~~:
## Injury/Incident Report Form

### Syracuse City Accident / Injury / Incident Report Form

**Please print clearly & check the correct box** (witness/supervisor fill in all information you have knowledge of)

| | | | | |
|---|---|---|---|---|
| **Status:** | ☐ Person Involved | ☐ Witness | ☐ Supervisor | ☐ Other _____ |
| **Outcome:** | ☐ Vehicle Accident | ☐ Injury/Illness | ☐ Near Miss | ☐ Other Incident |

**1. DETAILS OF PERSON INVOLVED**

Name: _____ Phone: _____

Address: _____ Date of birth: _____

_____

Department: _____ Position: _____

Supervisor: _____ Work start time on day of incident: _____am/pm

**2. DETAILS OF VEHICLE / PROPERTY (if applicable)**

Year/Make/Model/Color or Description of Property: _____

VIN/Serial Number: _____

Other Information: _____

_____

**3. DETAILS OF INCIDENT**

Date of Incident: _____ Time of Incident: _____am/pm

Date Reported: _____ Reported to: _____

Exact Location: _____

Describe how the incident occurred and what you were doing at the time: _____

_____

_____

_____

_____

How could the incident have been prevented?: _____

_____

_____

_____

Were any safeguards or PPE being used? Which ones?: _____

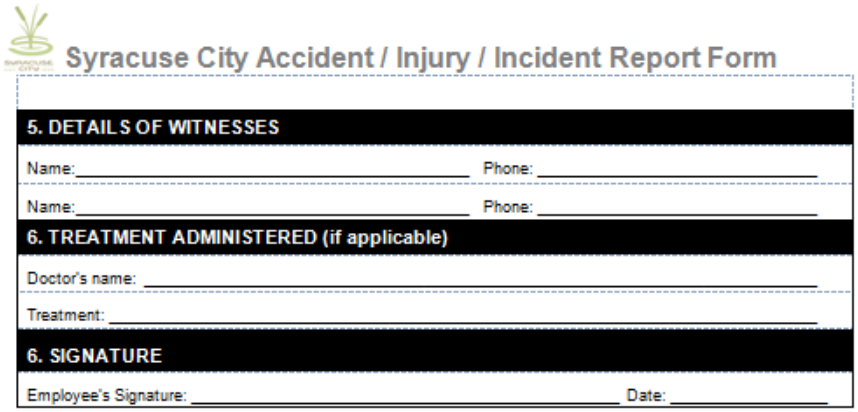
**4. DETAILS OF INJURY (if applicable)**

Nature of injury (eg. burn, cut, sprain): _____

Cause of injury (eg. fall, hit with falling hammer): _____

Location of body (eg. lower back, left forearm): _____

**APPENDIX G~~N~~ (continued):**
**Injury/Incident Report Form**



Syracuse City Accident / Injury / Incident Report Form

**5. DETAILS OF WITNESSES**

Name:_____ Phone: _____

Name:_____ Phone: _____

**6. TREATMENT ADMINISTERED (if applicable)**

Doctor's name: _____

Treatment: _____

**6. SIGNATURE**

Employee's Signature: _____ Date: _____

**APPENDIX HO:**
**Injury/Incident Checklist**

## Post-Accident/Incident Checklist

1. ☐ Notify Supervisor/Dept. Head
2. ☐ Notify HR Specialist
3. ☐ Take employee to get medical care as instructed above
4. ☐ Have WorkMed do drug and alcohol screening (call after-hours phone 801-387-8378, if needed)
5. ☐ Employee, Witnesses & Supervisor fills out Injury/Incident Report form and gives to HR Specialist ASAP
6. ☐ Gives pictures or any other information pertinent to injury/incident to HR Specialist ASAP.
7. ☐ Gives a copy of the Return to Work or Restricted Duty instructions from the doctor to the HR Specialist ASAP.

## APPENDIX I~~P~~:
## Bomb Threat Checklist

*Syracuse City Corporation*
*Human Resources Department*
*Form HR-113*
*Updated March 18, 2015*

**Syracuse City Corporation**
**BOMB THREAT CHECKLIST**

If you receive a bomb threat, please record as much information about the threat, call, and caller as possible, including the following:

1. Was the threat received through the news media, a law enforcement agency, through a telephone call, or via some other method of communication?
   - ☐ News Media
   - ☐ Law Enforcement Agency
   - ☐ Telephone Calls
   - ☐ Other Method of Communication: _____
2. What time was the threat received? _____
3. Was the person making the threat an adult?
   - ☐ Yes
   - ☐ No
   - ☐ Unable to Determine
4. Was the person making the threat male or female?
   - ☐ Male
   - ☐ Female
   - ☐ Unable to Determine
5. Was a specific time given for the explosion?
   - ☐ Yes: _____
   - ☐ No
6. Was a specific location given for the bomb?
   - ☐ Yes: _____
   - ☐ No
7. Was a warning given to evacuate?
   - ☐ Yes
   - ☐ No
8. Did the caller provide a cause or justification for the bombing?
   - ☐ Yes: _____
   - ☐ No
9. Do you remember any other details about the threat, the call, or the caller? _____

_____

_____

## APPENDIX JQ:
## Tuition Aid Application

*Syracuse City Corporation*
*Human Resources Department*
*Form HR-114*
*Updated March 18, 2015*

**Syracuse City Corporation**
**TUITION AID REQUEST**

Date Request Submitted: _____

**Tuition Aid Policy Information**

Syracuse City offers tuition aid to full-time, non-probationary employees who wish to continue their education. Tuition aid requests must be for courses of study that are related to the employee's position with the City and approval of tuition aid requests is subject to the availability of funds. Tuition aid request must be submitted for approval prior to the start date of the course(s) for which the employee is requesting tuition aid. Approved tuition aid requests will be paid to the requesting employee as provided in section 16.060 (c) of the Syracuse City Personnel Policies and Procedures Manual. Employees who receive tuition aid will be required to return any aid received if they terminate their employment with Syracuse City within one year after receipt of said tuition aid.

**Employee Information**

Name: _____ Employee Number: _____

Department: _____ Job Title: _____

Date of Hire: _____ Supervisor: _____

**Course Information**

Educational Institution: _____

Course Number(s): _____

Course Description(s): _____

_____

_____

Estimated Tuition Expense*: _____

* Please attach a copy of any related receipts.

I hereby request approval for tuition aid as described above.

Employee Signature: _____ Date: _____

**Approval Details**

☐ Approved (please give the amount of aid approved): _____

☐ Unapproved (please explain): _____

_____

1

## APPENDIX JQ (continued):
## Tuition Aid Application

*Syracuse City Corporation*
*Human Resources Department*
*Form HR-114*
*Updated March 18, 2015*

**Approval Signatures**

Supervisor: _____ Date: _____

Department Head: _____ Date: _____

City Administrator: _____ Date: _____

**Tuition Aid Payment Information (to be completed upon employee's completion of course(s))**

1. Were the courses for which tuition aid was requested completed with a "C" grade or better? (a copy of the employee's transcript much be attached)

   ☐ Yes (eligible for tuition aid payment)

   ☐ Some (if more than one course taken; please specify which were completed): _____

   _____

   ☐ No (not eligible for tuition aid payment)

2. If "Yes" above, please indicate which course(s) were completed with a "C" grade or better, the grade received in each course, and the related percentage of aid that the employee is eligible for for each course (refer to section 16.060 (c) for reimbursement percentage):

   _____

   _____

   _____

3. Please forward this completed form to the HR department for reimbursement.

**FOR HR USE ONLY**

1. Has the employee received any other tuition aid during the current fiscal year?

   ☐ Yes – How much? $ _____

   ☐ No

2. Total amount of reimbursement for which the employee is eligible in the current fiscal year: $ _____

3. Total amount of reimbursement for which the employee is eligible on this request: $ _____

4. Total amount of reimbursement to be provided to the employee: $ _____

5. Date the reimbursement was paid out to the employee: _____

6. Reimbursement processed by: _____

2

## APPENDIX K~~R~~:
## Credit Card Agreement

*Credit Card Acceptance Agreement*

SYRACUSE CITY CREDIT CARD USER AGREEMENT

I, the undersigned, agree to accept responsibility for the Zion's Bank credit card issued to me by Syracuse City. I agree to use it in conformance with the terms and conditions set forth herein and applicable City Personnel Policies and Procedures. I understand and agree to use this card only for approved City business.

I understand and agree that I am responsible for any credit card charges made by me against the City account and I am also responsible to report these charges fully on an approved expense reconciliation form. In the event that I should fail to make a proper and timely accounting for such charges, I agree that the City may, at its sole discretion, withhold from all or any part of my salary an amount equal to the total amount of the card charges not accounted for and approved. Any use in violation of City policy is grounds for disciplinary action, which may include termination.

I also understand that the following purchases are prohibited and that I will be held personally liable for any of the following charges:

(1) Purchase of items for personal use or consumption.
(2) Purchases in violation of the City Purchasing Policy.
(3) Alcohol
(4) Utah State Tax, except on lodging charges
(5) Fuel for fleet vehicles unless traveling outside of Utah. The state gas card should be used for fuel purchases.
(6) Splitting a purchase to remain under purchasing policy limits.

I also agree that I shall relinquish my card back to the County upon request and/or termination of my employment for any reason.

Dept: Card #: Name:

Sign: _____ Date: _____

Page 1 of 2

Section 1000 – Credit Card
Version: March 20, 2012

## APPENDIX L~~S~~:
## Missing Receipt Form

*Missing Receipt Form*

| | |
|---|---|
| Department | |
| Cardholder/Employee Name | |
| Expense Acct # | |
| Travel # (When Applicable) | |

| | |
|---|---|
| Merchant Name | |
| Date | |
| Why Receipt is Missing | |

| Item Description | Quantity | $/Unit | Total |
|---|---|---|---|
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| Total | | | $ |

Employee Signature | Supervisor Signature

## APPENDIX M~~T~~:
## Emergency Preparedness Cash Out Form

*Syracuse City Corporation*
*Human Resources Department*
*Form HR-106*
*Updated March 18, 2015*

**Syracuse City Corporation**

**EMERGENCY PREPAREDNESS CASH OUT FORM**

Date Submitted: _____

**Employee Information**

Name: _____ Employee Number: _____

Department: _____ Job Title: _____

**Request Details**

☐ Cash Out Sick Leave
Dollar Amount Requesting: _____

☐ Cash Out Vacation Leave
Dollar Amount Requesting: _____

Items Purchased: _____

_____

_____

Employee Signature: _____

**Approval Signatures:**

City Manager: _____

Department Head: _____

Finance Director: _____

Human Resources: _____

**For HR Purposes Only:**

Hourly Rate of Pay: _____

Number of Sick Leave Hours being Cashed Out: _____

Number of Vacation Leave Hours being Cashed Out: _____

1

## APPENDIX NU~~:~~
## Telecommuting Request Form

*Syracuse City Corporation*
*Human Resources Department*
*Updated 6/2020*

### TELECOMMUTING REQUEST FORM

Name: Title:

Department Head: Date:

*Instructions: The following information is required to make a request and a decision for a potential telecommuting work arrangement. An employee should complete pages 1-2 prior to meeting with the supervisor. If a telecommuting arrangement is approved, the supervisor and the employee should jointly complete and sign on page 3.*

**Details**

1. What is the requested work schedule?

| DAY (Week 1) | HOURS (e.g. 7:00 am – 4:00 pm) | LOCATION | DAY (Week 2) | HOURS (e.g. 7:00 am – 4:00 pm) | LOCATION |
|---|---|---|---|---|---|
| Sunday* | | ☐ On-site ☐ Off-site | Sunday* | | ☐ On-site ☐ Off-site |
| Monday | | ☐ On-site ☐ Off-site | Monday | | ☐ On-site ☐ Off-site |
| Tuesday | | ☐ On-site ☐ Off-site | Tuesday | | ☐ On-site ☐ Off-site |
| Wednesday | | ☐ On-site ☐ Off-site | Wednesday | | ☐ On-site ☐ Off-site |
| Thursday | | ☐ On-site ☐ Off-site | Thursday | | ☐ On-site ☐ Off-site |
| Friday | | ☐ On-site ☐ Off-site | Friday | | ☐ On-site ☐ Off-site |
| Saturday* | | ☐ On-site ☐ Off-site | Saturday* | | ☐ On-site ☐ Off-site |
| | | | **Total Hours** | | |

**Saturday and Sunday shifts are only available in limited positions and departments that correspond to City need.*

| Job Consideration | Response |
|---|---|
| What elements of your job can be performed off-site? Which cannot? | |
| How can your productivity and quality of work be measured when you are telecommuting? Please be specific in your response. | |
| What recurring meetings could be impacted by this request? | |
| What ongoing or recurring task deadlines and projects could be impacted by this request? | |

Page 1

## APPENDIX NU (continued):
## Telecommuting Request Form

*Syracuse City Corporation*
*Human Resources Department*
*Updated 6/2020*

| Job Consideration | Response |
|---|---|
| Telecommuting employees may be required to come into the office for meetings or contingent business needs; this could include changing the telecommuting arrangement on a short term basis. If you are needed in the office on a telecommuting day or needed schedule change, how much notice time would you need and why? | |
| What workload or coverage issues would be created for other team members as a result of this telecommuting arrangement? | |
| Where will your telecommuting work be conducted? Describe the location and how it will be conducive to telecommuting. | |
| What additional tools, equipment and technology will be needed for your work to be completed? | |
| What are the privacy requirements of your position, and how will you meet them? | |
| What personal obligations could affect the work you are doing while telecommuting? | |
| **Other considerations for this arrangement:**<br>Do you have high speed internet of 30 mbps or higher?<br>Do you have password protected internet?<br>Other? | |

Page 2

## APPENDIX NU (continued):
## Telecommuting Request Form

*Syracuse City Corporation*
*Human Resources Department*
*Updated 6/2020*

### Telecommuting Approval
***TO BE COMPLETED BY SUPERVISOR and EMPLOYEE***

| | Supv'r and Employee Initials |
|---|---|
| Duration of telecommuting arrangement:<br><br>↑ Temporary Start date: _____ End date:_____<br>↑ Ongoing* Start date: _____ **Following successful completion of trial period.*<br>↑For ongoing arrangements, how often will the arrangement be evaluated?<br>What is the next review date? | |
| Depending on the work schedule, the employee may be required to document their work time, keep a work log, or assist manager in assessing productivity in other ways. | |
| If approved, what equipment and software or information systems will be required? | |
| | |

**Acknowledgment:**
I understand this request will be considered and approved at the sole discretion of City management. If approved, Syracuse City reserves the right to suspend, cancel or amend this arrangement at any time. Further, I understand that approval of my request does not constitute any form of employment contract or other binding agreement between me and Syracuse City.

I acknowledge that I have read Syracuse City's policy and procedures and I agree to adhere to the provisions therein. I understand that failure to adhere to the provisions may result in revocation of the telecommuting arrangement, or corrective action up to and including termination of employment.

Employee_____ Date_____

Department Head _____ Date_____

*Note: If the telecommuting arrangement is terminated, the employee and the supervisor will discuss a timeline for when the change will occur.*

Page 3

## APPENDIX OV: Employee Grievance Form

*Syracuse City Corporation*
*Human Resources Department*
*Form HR-117*
*Updated March 18, 2015*

**Syracuse City Corporation**
**FORMAL EMPLOYEE GRIEVANCE FORM**

Date Completed: _____

**Grievance Policy Information**

It is the purpose of the Syracuse City grievance procedure (established in Chapter 21 of the City's Personnel Policy and Procedures Manual) to establish a method whereby employee grievances can be fairly and effectively resolved. The filing of a good-faith grievance will in no way prejudice the status of the employee. It is the goal of the City's grievance policy to address employee grievances at the lowest administrative level possible.

**Grievance Form Instructions**

Please complete all sections of this form completely and with as much detail as possible. The form should be completed and submitted to your supervisor (or other party in accordance with the City's grievance policy) within 10 days of the event giving rise to the grievance or within 10 days of acquiring knowledge of the event giving rise to the grievance.

**Employee Information**

Name: _____ Employee Number: _____

Department: _____ Job Title: _____

**Grievance Details**

Statement of Grievance (please attach additional sheets if necessary): _____

_____

_____

_____

_____

Background Information (please attach additional sheets if necessary): _____

_____

_____

_____

_____

_____

## APPENDIX OV (continued):
## Employee Grievance Form

*Syracuse City Corporation*
*Human Resources Department*
*Form HR-117*
*Updated March 18, 2015*

**Grievance Details (continued)**

Requested Resolution: _____

_____

_____

_____

_____

I hereby request attest that the information contained in this grievance is true and accurate to the best of my knowledge.

Employee Signature: _____ Date: _____

**Grievance Acknowledgement(s)**

*First Notification*

Name: _____ Date Received: _____

Signature: _____

Please attach your response and/or investigation results and return to the aggrieved employee.

*Second Notification*

Name: _____ Date Received: _____

Signature: _____

Please attach your response and/or investigation results and return to the aggrieved employee.

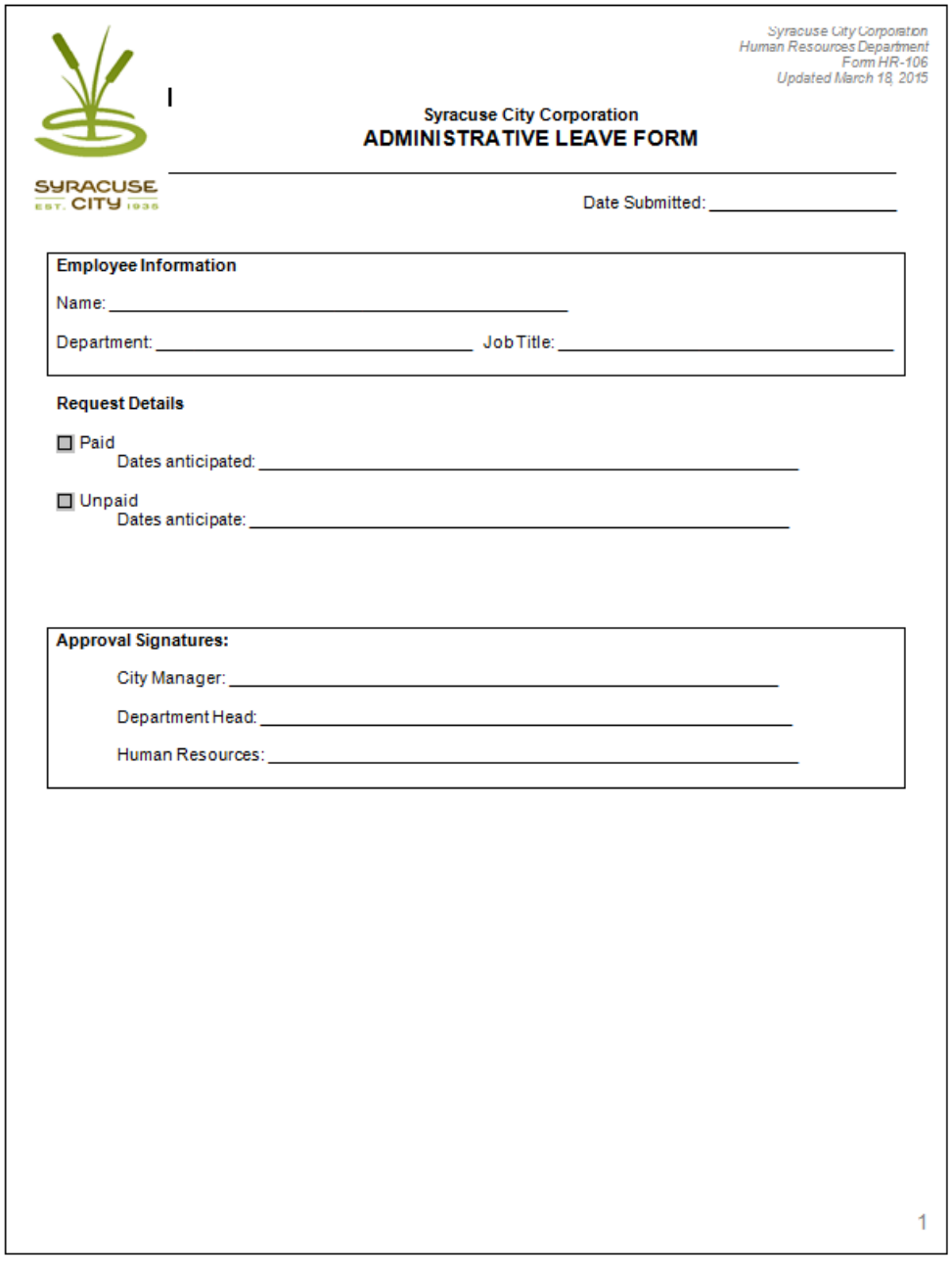
*Third Notification*

Name: _____ Date Received: _____

Signature: _____

Please attach your response and/or investigation results and return to the aggrieved employee.

## APPENDIX PW~~7~~:
## Administrative Leave Form



*Syracuse City Corporation*
*Human Resources Department*
*Form HR-106*
*Updated March 18, 2015*

SYRACUSE EST. CITY 1935

**Syracuse City Corporation**
**ADMINISTRATIVE LEAVE FORM**

Date Submitted: _____

**Employee Information**

Name: _____

Department: _____ Job Title: _____

**Request Details**

☐ Paid
Dates anticipated: _____

☐ Unpaid
Dates anticipate: _____

**Approval Signatures:**

City Manager: _____

Department Head: _____

Human Resources: _____

1

## APPENDIX QX:
## Disciplinary Action Form

*Syracuse City Corporation*
*Human Resources Department*
*Form HR-118*
*Updated January 1, 2008*

SYRACUSE EST. CITY 1935

Syracuse City Corporation
**DISCIPLINARY ACTION FORM**

Date Completed: _____

**Disciplinary Action Form Instructions**

This form is used as a guide for the supervisor when documenting issues that need attention under the provisions of the Syracuse City Disciplinary Action policy. When completed, it serves as a written record of disciplinary action conducted with an employee pertaining to violation of City rules and/or failure to meet necessary performance standards.

**Employee Information**

Name: _____ Employee Number: _____

Department: _____ Job Title: _____

**Type of Disciplinary Action Being Issued (check the appropriate box):**

☐ Verbal Warning

☐ Written Reprimand

☐ Suspension
Effective Date: _____
☐ With Pay
☐ Without Pay

☐ Probation
Effective Date: _____
Length of Probation: _____

☐ Demotion
Effective Date: _____

☐ Termination
Effective Date: _____

**Violation/Incident Details**

Date and Time of Violation/Incident: _____

Violation/Incident Details: _____

Have There Been Similar Violations/Incidents? ☐ Yes ☐ No

*If yes, list dates and details of previous violations/incidents and action taken:

Action to be Taken for Current Violation/Incident: _____

Consequences of Failure to Improve: _____

## APPENDIX QX (continued):
## Disciplinary Action Form

*Syracuse City Corporation*
*Human Resources Department*
*Form HR-118*
*Updated January 1, 2008*

**Signatures:**

To the employee:
This written record of disciplinary action is being issued based on your violation of one or more City rules and/or your failure to meet the performance standards necessary for your current position. This report will remain in your personnel file. You are being provided a copy of this Disciplinary Action Form.

Your signature below indicates that you have seen the completed Disciplinary Action Form and that the contents have been reviewed with you. Your signature does not necessary indicate that you agree with the information contained above.

Employee: _____ Date: _____

Supervisor: _____ Date: _____

Human Resources Specialist: _____ Date: _____

## APPENDIX RY:
## Voluntary Resignation Form

SYRACUSE
EST CITY 1935

### NOTICE OF VOLUNTARY RESIGNATION

Employee Name: _____

Date of Notice Given: _____

Last Day of Work: _____

Position Title: _____

Department: _____

Reason for Leaving: _____

_____

_____

_____

_____

Present Address: _____

_____ Phone #_____

*Should your address change, be sure to update your address with us to ensure timely receipt of your W-2 Statement and any other correspondence that may be mailed to you.

_____ _____
Employee Signature Date

# COUNCIL AGENDA
October 13, 2020

Agenda Item **#5** Hear presentation of arguments for and against the issuance of General Obligation Bonds for the purpose of constructing a 50-acre park. Accept public input.

***Factual Summation***

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

- Pursuant to the provision of the Transparency of Ballot Propositions Act, Title 56, Chapter 1, Part 16, Utah Code Annotated 1953, the Governing Body is required to hold a public meeting to hear the presentation of arguments for and against the issuance of General Obligation Bonds and provide an interested party desiring to be heard the opportunity to present oral testimony.

- Attached please find the for and against arguments as well as the completed copy of the Voter Information Pamphlet including the arguments, which was mailed to all households in the City.

***Discussion Goals***

The following items outline the goals of this discussion:

1. Hear a reading of the for and against arguments read by the argument author(s).
2. Receive public input.
3. No action should be taken following closure of the public input period.

# ARGUMENT FOR BONDS

Where Syracuse farmland once produced onions, we now produce children. From 1880 until 1980, our population grew by just a couple thousand. Within the last 30 years, we have grown by ten times that amount and expect to again double our current population in the next 20 years. We are growing exponentially and we have our rich familial heritage to thank.

Our community tapestry holds a fondness for recreation. The Parks Development Master Plan has adopted the ratio of 5.6 acres of parkland per 1000 residents. Currently our city has 151 acres of developed parkland, which means with our population over 31k, we are already 35 acres short.

We have reached capacity in our Parks and Recreation department. Without the proposed regional park, we will shortly have to turn families away from city sponsored recreation as well as limit offerings. As our population increases, so will the need for programmable and open space. We must do more to preserve land for our present and future needs.

The proposed regional park will be built on 50 acres at 2000 West and Gentile. Some of its amenities include several full size athletic fields, basketball and pickleball courts, a large playground, pavilions to accommodate parties and family reunions, a grand performance pavilion, connecting walking and running trail systems and shaded seating and eating areas. Previously labeled a "white elephant" because of lack of fertility, this soil will be built up and enjoy line of sight open space, as it will neighbor the Nature Conservancy District. From beginning to end, it is expected to be completed within approximately 3 years.

The completion date is also expected to coincide with work on the West Davis Corridor, which will provide easy access and invite visitors to our community to participate in tournaments and events. With the loss of sales tax revenue from RC Willey, financial sustainability is imperative to our city. Future employers look for amenities that attract employees and this park will guide that investment.

We would like to pay for the park with a combination of city funds, personal and private donations, grants, and bonding. The most recent estimate for the park is approximately 33 million. The maximum amount we propose bonding for is 26 million. We will continue seeking all other means to fund this park while in the process of development and any funds gathered will be used to either decrease the amount we bond for or pay off the bond early. By starting now, we hope to curb the loss of value to funding ratio that inevitably occurs with inflation.

We propose combining the regional park bond with a current bond used for our city building, police and fire stations and public works building. For about $4.50 more per month, we will distribute the costs more equitably for these facilities across current and future households.

This park is vital to Syracuse and we hope our citizens will see the wisdom in proceeding with the bond.

Authors: Mayor Mike Gailey – mgailey@syracuseut.com
Councilmember Lisa Bingham – lbingham@syracuseut.com

Councilmember Corinne Bolduc – cbolduc@syracuseut.com
Councilmember Jordan Savage – jsavage@syracuseut.com
Councilmember Seth Teague – steague@syracuseut.com

1979 W. 1900 S., Syracuse, UT 84075 – 801-825-1477

(No rebuttal to this argument was submitted)

## ARGUMENT AGAINST BONDS

Syracuse does need more park space to accommodate the needs of the citizens in the city both young and old. The proposed 50 acre park is well planned to meet the needs of all citizens. The argument is not against a park but how to fund it.

Bonding for the park may significantly handicap the city's ability to provide for basic services. The city has struggled for more than a decade under sizable bonds to pay for vital service buildings such as city hall, the fire station, and more. The need for a new water tower could only be solved with yet another bond. All city bonds could be retired in just a few short years; however, this proposal extends the current level of bonding out through 2042. Future infrastructure bonds could end up at a higher rate because the city has extended its debit.

This bond tax is relative to your property value reflecting approximately a 25% increase. Ideally it would end. None of your current city officers are expected to be in office in 2042, so no person can promise the tax will end there. It is a common practice of government to repurpose such a tax allocation beyond its purpose because the citizens have grown accustom to paying it over 20+ years. After enduring the tax, it will be presented as money you already pay, applying the same amount to a different use. Effectively you are voting for another large tax increase with no end.

Fundraising should have happened before taxing the population. Syracuse began the process of planning for this park 5 years ago. With the first indication of a large cost for the park the plan was effectively put on the shelf. Years of fundraising should have taken place before now. To only start the process of fundraising in all the various forms after putting this tax measure on the ballot is a disservice to the people. How much could be raised to offset your burden? Which sources could relieve this tax burden? What options are available to lower the cost of the park?

This park is over designed, NOT in terms of services, but in terms of engineering. Because the land has a history of being considered infertile, the engineering jumped to the assumption that a minimum of 8 feet of fresh soil is needed across all 50 acres. It was suggested when planning began that some science be applied to seek alternatives, which has yet to happen. In the initial cost estimate over $6 million dollars was added for unknown costs. Will that extra $6 million be spent wisely? We don't know, so why start by funding it. Value engineering efforts could bring the cost down significantly and should happen before asking the people to fund the full amount.

The park will be a great benefit to the city. Better planning before taxing is the responsible way to govern. Funding this project should not begin with your wallet but be the last resort.

Author: Councilmember Dave Maughan – dmaughan@syracuseut.com –
1979 W. 1900 S., Syracuse, UT 84075 – 801-825-1477

(No rebuttal to this argument was submitted)

Public Meeting

A public meeting will be held at the Syracuse City offices, 1979 West 1900 South, Syracuse, Utah on October 13, 2020, at 6:00 p.m. to hear arguments for and against the bonds.

*To register to vote in Utah, you must:*

- Be a citizen of the United States;
- Have resided in Utah at least 30 days immediately before the next election;
- Be at least 18 years old on or before the next election;
- First time voters must include a valid form of photo identification or proof of residence (or present it at the polls);
- Cannot currently be incarcerated for a felony.

*Voting information:*

The election will be held on November 3, 2020. Registered voters will receive a ballot by mail about three weeks before Election Day; ballots may be returned in the mail, at a drop box location, or at a polling location on Election Day. The Legacy Events Center, 151 S. 1100 W., Farmington, has been selected as the Election Day Vote Center for in-person voting. Polls will be open from 7 a.m. to 8 p.m. For more information on ballot drop off locations, call Davis County Clerk/Auditor's Office at (801) 451-3589 or visit: www.daviscountyutah.gov/clerkauditor/elections.

*For additional information:*

**Statewide Electronic Voter Information Website**

- www.vote.utah.gov

**Syracuse City Elections**

- www.syracuseut.gov/253/Elections

**Regional Park Information**

- www.syracuseut.gov/422/Regional-Park

SCAN ME

*For questions about any aspect of municipal elections, contact Syracuse City Recorder Cassie Brown at 801-614-9633 or cassieb@syracuseut.com.*

1979 W. 1900 S.
Syracuse, UT 84075
Phone: 801-614-9633
Website: www.syracuseut.gov

RESIDENTIAL CUSTOMER
SYRACUSE, UT 84075

**Remember to Vote on Tuesday, November 3rd**

PRSRT STD
ECRWSS
US Postage
**PAID**
Clearfield, UT
PERMIT
#1020

SYRACUSE
EST. CITY 1935

# VOTER INFORMATION PAMPHLET

## *City of Syracuse*

## *Regional Park Bond*



## *General Election*

## *Tuesday, Nov. 3, 2020*

**Syracuse City Corporation**
www.syracuseut.com

# BOND INFORMATION

On Tuesday, November 3, 2020, Syracuse City residents will have the opportunity to vote on a ballot proposition about a General Obligation Bond. The funds from this bond will be used to develop a regional 50-acre park located at approximately 2000 West and Gentile.

**Official Ballot Proposition for the Syracuse City, Utah Special Bond Election**

Shall the City Council of Syracuse City, Utah be authorized to issue General Obligation Bonds (the "Bonds") in a principal amount not to exceed Twenty-Six Million Dollars ($26,000,000) for the purpose of (i) financing all or a portion of the costs to acquire, construct, furnish and equip an approximately fifty acre park with multiple recreational amenities and related improvements and (ii) refinancing and restructuring the existing City Hall, a fire station, remodel of the police station and improvements to the public works building previously financed by existing Municipal Building Authority Lease Revenue Bonds (the "MBA Bonds")? Said Bonds to mature in not to exceed twenty-one (21) years from the date of issuance of such Bonds.

**Property Tax Cost of Bonds:** If the Bonds are issued as planned, an annual property tax to pay debt service on the bonds will be required over a period of 20 years in the estimated amount of $169.00 per year on a $347,000 primary residence and in the estimated amount of $308.00 on a business property having the same value.

The City notes that the planned restructuring of the MBA Bonds will reduce the City's annual budget by approximately $597,000. The City intends to use the $597,000 for repayment of the Bonds such that it will reduce the net property tax increase for an average primary residential property down from $169.00 per year to approximately $53.00 per year and the annual impact to a business will be reduced from $308.00 to approximately $97.00 per year.

The foregoing information is only an estimate and is not a limit on the amount of taxes that the City may be required to levy to pay debt service on the Bonds. The City is obligated to levy taxes to the extent provided by law in order to pay the Bonds. The amounts are based on various assumptions and estimates, including estimated debt service on the Bonds and taxable values of property in the City.

**For the Issuance of Bonds (YES) ____**

**Against the Issuance of Bonds (NO) _____**

# PRO-ARGUMENT

Where Syracuse farmland once produced onions, we now produce children. From 1880 until 1980, our population grew by just a couple thousand. Within the last 30 years, we have grown by ten times that amount and expect to again double our current population in the next 20 years. We are growing exponentially and we have our rich familial heritage to thank.

Our community tapestry holds a fondness for recreation. The Parks Development Master Plan has adopted the ratio of 5.6 acres of parkland per 1000 residents. Currently our city has 151 acres of developed parkland, which means with our population over 31k, we are already 35 acres short.

We have reached capacity in our Parks and Recreation department. Without the proposed regional park, we will shortly have to turn families away from city sponsored recreation as well as limit offerings. As our population increases, so will the need for programmable and open space. We must do more to preserve land for our present and future needs.

The proposed regional park will be built on 50 acres at 2000 West and Gentile. Some of its amenities include several full-size athletic fields, basketball and pickleball courts, a large playground, pavilions to accommodate parties and family reunions, a grand performance pavilion, connecting walking and running trail systems and shaded seating and eating areas. Previously labeled a "white elephant" because of lack of fertility, this soil will be built up and enjoy line of sight open space, as it will neighbor the Nature Conservancy District. From beginning to end, it is expected to be completed within approximately 3 years.

The completion date is also expected to coincide with work on the West Davis Corridor, which will provide easy access and invite visitors to our community to participate in tournaments and events. With the loss of sales tax revenue from RC Willey, financial sustainability is imperative to our city. Future employers look for amenities that attract employees and this park will guide that investment.

We would like to pay for the park with a combination of city funds, personal and private donations, grants, and bonding. The most recent estimate for the park is approximately 33 million. The maximum amount we propose bonding for is 26 million. We will continue seeking all other means to fund this park while in the process of development and any funds gathered will be used to either decrease the amount we bond for or pay off the bond early. By starting now, we hope to curb the loss of value to funding ratio that inevitably occurs with inflation.

We propose combining the regional park bond with a current bond used for our city building, police and fire stations and public works building. For about $4.50 more per month, we will distribute the costs more equitably for these facilities across current and future households.

This park is vital to Syracuse and we hope our citizens will see the wisdom in proceeding with the bond.

Authors: Mayor Mike Gailey, Councilmembers Lisa Bingham, Corinne Bolduc, Jordan Savage, Seth Teague.

# CON-ARGUMENT

Syracuse does need more park space to accommodate the needs of the citizens in the city both young and old. The proposed 50 acre park is well planned to meet the needs of all citizens. The argument is not against a park but how to fund it.

Bonding for the park may significantly handicap the city's ability to provide for basic services. The city has struggled for more than a decade under sizable bonds to pay for vital service buildings such as city hall, the fire station, and more. The need for a new water tower could only be solved with yet another bond. All city bonds could be retired in just a few short years; however, this proposal extends the current level of bonding out through 2042. Future infrastructure bonds could end up at a higher rate because the city has extended its debit.

This bond tax is relative to your property value reflecting approximately a 25% increase. Ideally it would end. None of your current city officers are expected to be in office in 2042, so no person can promise the tax will end there. It is a common practice of government to repurpose such a tax allocation beyond its purpose because the citizens have grown accustom to paying it over 20+ years. After enduring the tax, it will be presented as money you already pay, applying the same amount to a different use. Effectively you are voting for another large tax increase with no end.

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The park will be a great benefit to the city. Better planning before taxing is the responsible way to govern. Funding this project should not begin with your wallet but be the last resort.

Author: Councilmember Dave Maughan

# COUNCIL AGENDA
October 13, 2020

**Agenda Item #6** Interlocal Agreement with Mosquito Abatement District Davis for Use of CARES Act Funds

## *Background*

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

- At the July City Council work session, the Council reached consensus on a plan that outlines the City's utilization of the $2.7 million of CARES Act funds that it is scheduled to receive.

- The MADD has reached out to the cities and county in Davis County to assist with COVI-19 related expenses incurred. As a special service district, MADD does not receive CARES Act funding directly. The main focus of the expenses was to combat COVID-19 by protecting their employees and providing means to accomplish their work with lower risk of infection.

## *Terms of Interlocal Agreement*

Major terms of the agreement include:

- The City will remit $1,739 to MADD for qualified expenses under the CARES Act.

- If any MADD expenses are deemed to be non-qualified for CARES Act spending, the City will reimburse the State or Federal government, and MADD will reimburse the City for those expenses.

- If MADD desires further assistance, the agreement allows them to submit a request, which will be reviewed and voted on by the City Council for approval or denial.

## *Current Plan for CARES Act Funding*

The following is the City's plan for utilization of CARES Act Funding:

**Phase 1: $900,000**

1. $450,000 Davis County business assistance program.
2. $120,000 Business grant program (non-county recipients).
3. $179,800 Continued assistance for businesses impacted by COVID-19.
4. $70,200 Davis Education Foundation Child Care Assistance Program
5. $80,000 Hazard pay for public safety.

**Phase II: $900,000**

1. $140,000 Technology improvements for teleworking functions.
2. $75,000 Reserved for supplies, PPE, and other preventative measures for City staff and customers.
3. $174,800 Improvements to 10 City conference rooms, including Council Chambers to provide functional virtual meetings and trainings.
4. $70,200 Davis Education Foundation Child Care Assistance Program
5. $250,000 RDA loan forgiveness.
6. $65,000 Reserved for potential "full disinfectant" of City buildings.
7. $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.

## *Possible Amended Plan for CARES Act Funding*

If the Council agrees with the MADD proposal, one possible amendment could be as follows:

**Phase 1: $900,000**

1. $450,000 Davis County business assistance program.
2. $120,000 Business grant program (non-county recipients).
3. $179,800 Continued assistance for businesses impacted by COVID-19.
4. $70,200 Davis Education Foundation Child Care Assistance Program
5. $80,000 Hazard pay for public safety.

**Phase II: $900,000**

1. $140,000 Technology improvements for teleworking functions.
2. $73,261 Reserved for supplies, PPE, and other preventative measures for City staff and customers.
3. $1,739 Mosquito Abatement District COVID-19-related expenses

4. $174,800 Improvements to 10 City conference rooms, including Council Chambers to provide functional virtual meetings and trainings.
5. $70,200 Davis Education Foundation Child Care Assistance Program
6. $250,000 RDA loan forgiveness.
7. $65,000 Reserved for potential "full disinfectant" of City buildings.
8. $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.

## *Action Item*

1. Vote whether to approve the Interlocal Cooperation Agreement Between Syracuse City and the Mosquito Abatement District Davis.

**INTERLOCAL COOPERATION AGREEMENT**
**BETWEEN SYRACUSE CITY**
**AND THE MOSQUITO ABATEMENT DISTRICT DAVIS**

This INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is made and entered into by and between SYRACUSE CITY, a political subdivision of the State of Utah (hereinafter "City"), and the Mosquito Abatement District Davis, a special service district of the State of Utah (hereinafter "District"). City and District may be collectively referred to herein as the "Parties."

**RECITALS**

A. WHEREAS, City is located within the District's service area;

B. WHEREAS, the District implemented measures in response to the health and government orders associated with the COVID-19 pandemic, for the protection of its employees and the public;

C. WHEREAS, the District has not directly received assistance from the federal government to cover such costs related to adjustments due to COVID-19;

D. WHEREAS, the City has agreed to share the costs of the additional expenses incurred by the District due to COVID-19 through funds it has directly received under the federal CARES Act, to the extent described in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. Effective Date of Agreement. The effective date of this Agreement shall be the earliest date after all of the following are completed (the "Effective Date"):
   a. This Agreement is approved by the governing body of District through a resolution or ordinance that, among other things, specifies the effective date of this Agreement;
   b. This Agreement is approved by the legislative body of City through a resolution or ordinance that, among other things, specifies the effective date of this Agreement;
   c. This Agreement is executed by the executive director of the District, accompanied by all necessary approvals;
   d. This Agreement is executed by the Mayor, accompanied by all necessary approvals;

2. Term. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, with the exception of any and all warrantees, promises of indemnification, or as otherwise expressly set forth herein, terminate in four (4) years.

3. Termination of Agreement. This may be terminated by either Party at any time prior to the transfer of funds by the City. After the transfer of funds, this Agreement may only be terminated by written, mutual consent of the Parties.

4. City's Obligations. Within thirty (30) days of the commencement of this Agreement, the City shall remit to the District one-thousand seven-hundred thirty-nine dollars ($1,739.00) from appropriated CARES Act Funds. If the District requests additional expenditures beyond this amount, the terms of this Agreement may be extended to cover those requested amounts, so long as the request is approved by both Parties' governing bodies and presented in a written addendum signed by each Party's executive officer.

5. District's Obligations. The District shall ensure that such funds are used to cover expenses that qualify under the CARES Act.

6. District Assertions. The District affirmatively states that the expenditures that will be covered by funds provided by Syracuse City:

a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (Covid-19);
b. Were not accounted for in the budget most recently approved as of March 27, 2020 for the District; and
c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

7. Subsequent Audit – repayment by District. City is subject to an external audit of expenditures related to the CARES Act. If the City is required to refund any portion of the funds provided to the District to the State of Utah or the United States due to their ineligibility under the CARES Act, then the District will repay the amount of disallowed funds back to the City within six (6) months of receiving notice of the disallowance. The City will provide evidence of the disallowance with its notification.

8. Governmental Immunity Act. The District and City are governmental entities under Title 63G, Chapter 7, et seq., the Governmental Immunity Act of Utah (the "Governmental Immunity Act"). Consistent with the terms of the Governmental Immunity Act, each Party shall be responsible for its own wrongful or negligent acts which are committed by its agents, officials, representatives, or employees. Neither Party waives any defense otherwise available under the Governmental Immunity Act nor does either Party waive any limit of liability currently provided by the Governmental Immunity Act.

9. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows:

To District:

Mosquito Abatement District Davis
Attn: _____
85 N 600 W

Kaysville, UT 84037

To City:

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

The Parties agree that the addresses set forth above regarding notices may be changed at any time during the term of this Agreement by either party providing the other party with written notice of the address change.

10. No Separate Legal Entity. No separate legal entity is created by this Agreement.

11. Waiver. No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.

12. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all other agreements, whether written or oral, between the Parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both Parties.

13. Default. If any Party shall default in the performance of its obligations under this Agreement, the non-defaulting Party may bring an action in a court of competent jurisdiction to recover amounts owed under this contract.

14. Utah Law. This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

15. Authorization. The persons executing this Agreement on behalf of a party to this Agreement hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such party.

16. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of or in lieu or limitation of any other right, remedy, or priority allowed by law, unless specifically set forth herein.

17. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

18. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

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

MOSQUITO ABATEMENT DISTRICT DAVIS

_____

Dated: _____

ATTEST:

_____

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

_____

SYRACUSE CITY

_____
Mayor Michael Gailey
Dated: _____

ATTEST:

_____
City Recorder

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

_____
City Attorney

# COUNCIL AGENDA

October 13, 2020

Agenda Item 7.a

**Public Hearing:** ORDINANCE AMENDING AN IMPACT FEE FACILITY PLAN AND AN IMPACT FEE ANALYSIS FOR STORM WATER; PROVIDING FOR THE CALCULATION AND COLLECTION OF SUCH FEES; PROVIDING FOR APPEAL, ACCOUNTING AND SEVERABILITY OF THE SAME, AND OTHER RELATED MATTERS

## *Factual Summation*

Any questions about this agenda item may be directed at Admin. Services Director Stephen Marshall, or Public Works Director Robert Whiteley.

Please review the storm water impact fee analysis plan (Exhibit A) and the storm water impact fee facilities plan (IFFP) (Exhibit B) attached with this memo. Please also review the proposed ordinance 2020-22.

This proposed amendment is to pull projects forward in our storm water master plan to the IFFP in order to have those projects eligible for storm water impact fee expenses. Changes were made to projects 17-22 in the IFA plan (Exhibit A).

Because we are pulling forward additional projects, the storm water impact fee will go up. The main reason for the increase is because of the additional projects being pulled forward to support new development in the city. The current fee is $7,398.85 per acre. The proposed fee would increase to $8,967.37 per acre. If the council approves this change, there would be a 90-day waiting period from the approval date to enact the fee increase.

Below is a list of comparative fees with other cities:

| **City** | **Residential Rate** | |
|---|---|---|
| Orem Southwest SA | $10.315.60 | Per Acre |
| Syracuse (Proposed) | $8,967.37 | Per Acre |
| West Jordan | $7,165.00 | Per Acre |
| American Fork | $6,690.80 | Per Acre |
| Clinton | $4,356.00 | Per Acre |
| West Point | $4,204.00 | Per Acre |
| Layton | $4,132.84 | Per Acre |

| | | |
|---|---|---|
| | **Local Comps (not charged in acres)** | |
| South Ogden | $1,500 | per Unit |
| Clearfield | $64 | per ESU |
| Washington Terrace | $535.53 | per Residential |
| South Weber | $665 | per Dwelling |

***Action Items***

1. **<u>Consider whether to approve ordinance 2020-22 updating the storm water impact fee analysis plan and the impact fee facilities plan.</u>** If this is approved, we will have to wait 90 days for the revised storm water impact fee to become effective. The effective date would be January 11, 2021.

# Ordinance No. 20-22

**ORDINANCE AMENDING AN IMPACT FEE FACILITY PLAN AND AN IMPACT FEE ANALYSIS FOR STORM WATER; PROVIDING FOR THE CALCULATION AND COLLECTION OF SUCH FEES; PROVIDING FOR APPEAL, ACCOUNTING AND SEVERABILITY OF THE SAME, AND OTHER RELATED MATTERS**

**WHEREAS,** On September 19, 2020, Syracuse City, Utah (the "City") posted notice as to its intention to amend the impact fee analysis ("Impact Fee Analysis") for Storm Water and invited all interested parties to participate in the impact fee preparation process, consistent with UCA Section 11-36a-501;

**WHEREAS,** the City is a municipality in the State of Utah, authorized and organized under the provisions of Utah law and is authorized pursuant to the Impact Fees Act, Utah Code Ann. 11-36a-101 et seq. to adopt impact fees; and

**WHEREAS,** on September 19, 2020, the City posted notice of a public hearing in the local paper, the Standard Examiner, Utah's Public Notice Website and at the City's administrative building to consider the assumptions and conclusions of the amendments to the Impact Fee Analysis;

**WHEREAS,** the Syracuse City Council (the "Council") met in regular session on October 13, 2020, to convene a public hearing and to consider amending the Impact Fee Facilities Plan and the Impact Fee Analysis, imposing updated Storm Water impact fees, providing for the calculation and collection of such fees, and providing for an appeal process, accounting and reporting method and other related matters; and

**WHEREAS,** in August 2020 the Impact Fee Analysis Consultant certified its work under UCA Section 11-36a-306(2);

**WHEREAS,** on October 9, 2020, a copy of the Impact Fee Analysis Plan and the proposed Impact Fee Ordinance, along with a summary of the analysis that was designated to be understood by a lay person, were made available to the public and deposited at the administrative office and on the public notice website; and

**WHEREAS,** on September 19, 2020, the Standard Examiner published notice on the date, time and place of the first public hearing to consider this amended Impact Fee Ordinance, and the City posted such notice in three public places and on the public notice's website; and

**WHEREAS,** on October 13, 2020, the Council held a public hearing regarding the proposed amendment to the Impact Fee Facilities Plan and the Impact Fee Analysis and the Impact Fee Ordinance; and

**WHEREAS,** after careful consideration and review of the comments at the public hearing, the Council has determined that it is in the best interest of the health, safety and welfare of the inhabitants of the City to adopt the findings and recommendations of the Impact Fee Facilities Plan and the Impact Fee Analysis to address the impacts of development upon the Storm Water system, to approve the Impact Fee Facilities Plan and the Impact Fee Analysis as proposed, to adopt Storm Water impact fees, to provide for the calculation and collection of such fees, and to provide for an appeal process, and an accounting and reporting method of the same.

**NOW, THEREFORE, BE IT ORDAINED** by the Syracuse City Council as follows:

Section 1. **Findings.** The Council finds and determines as follows:

1.1. All required notices have been given and made and public hearings conducted as requested by the Impact Fees Act with respect to the Impact Fee Facilities Plans, the Impact Fee Analysis, and this Impact Fee Ordinance (this "Ordinance").

1.2. Growth and development activities in the City will create additional demands on its infrastructure. The facility improvement requirements which are analyzed in the Impact Fee Facilities Plans and the Impact Fee Analysis are the direct result of the additional facility needs caused by future development activities. The persons responsible for growth and development activities should pay a proportionate share of the costs of the facilities needed to serve the growth and development activity.

1.3. Impact fees are necessary to achieve an equitable allocation to the costs borne in the past and to be borne in the future, in comparison with the benefits already received and yet to be received.

1.4. In enacting and approving the Impact Fee Faculties Plan and the Impact Fee Analysis and this Ordinance, the Council has taken into consideration, and in certain situations will consider on a case-by-case basis in the future, the future capital facilities and needs of the City, the capital financial needs of the City which are the result of the City's future facilities' needs, the financial contribution of those properties and other properties similarly situated in the City at the time of computation of the required fee and prior to the enactment of this Ordinance, all revenue sources available to the City, and the impact on future facilities that will be required by growth and new development activities in the City.

1.5. The provisions of this Ordinance shall be liberally construed in order to carry out the purpose and intent of the Council in establishing the impact fee program.

Section 2. **Adoption.**

The Council hereby approves and adopts the Impact Fee Analysis attached as Exhibit A, the Impact Fee Facilities Plan attaches as Exhibit B. and the analysis reflected therein. The Impact Fee Analysis (Exhibit A) and the Impact Fee Facilities Plan (Exhibit B) are incorporated herein by reference and adopted as though fully set forth herein.

Section 4. **Impact Fee Calculations.**

4.1. *Impact Fees.* The impact fees imposed by this Ordinance shall have two components; a future facilities impact fee as well as a buy-in fee for excess capacity in existing facilities. The Impact Fees shall be calculated as set forth in Exhibit A.

4.2. *Developer Credits/Developer Reimbursements.* A developer, including a school district or charter school, may be allowed a credit against or proportionate reimbursement of impact fees if the developer dedicates land for a system improvement, builds and dedicates some or all of a system improvement, or dedicates a public facility that the City and the developer agree will reduce the need for a system improvement. A credit against impact fees shall be granted for any dedication of land for, improvement to, or new construction of, any system improvements provided by the developer if the facilities are system improvements to the respective utilities, or are dedicated to the public and offset the need for an identified future improvement.

4.3. *Adjustment of Fees.* The Council may adjust either up (but not above the maximum allowable fee) or down the standard impact fees at the time the fee is charged in order to respond to an unusual circumstance in specific cases and to ensure that the fees are imposed fairly. The Council may adjust the amount of the fees to be imposed if the fee payer submits studies and data clearly showing that the payment of an adjusted impact fee is more consistent with the true impact being placed on the system.

4.4. *Impact Fee Accounting*. The City shall establish a separate interest-bearing ledger account for the cash impact fees collected pursuant to this Ordinance. Interest earned on such account shall be allocated to that account, which accounting shall be kept in compliance with Utah law and Syracuse City code.

Section 5. **Impact Fee Imposed.**

Impact fees are hereby imposed as a condition of the issuance of a building permit by the City for any development activity which creates additional demand and need for public facilities or makes demands on the Storm Water facilities in the City. The fees imposed are outlined and attached in Exhibit A.

Section 6. **Fee Exceptions and Adjustments.**

6.1. *Waiver for "Public Purpose".* The Council may, on a project by project basis, authorize exceptions or adjustments to the then impact fee rate structure for those projects the Council determines to be of such benefit to the community as a whole to justify the exception or the adjustment.

6.2. *Adjustments.* The Council may adjust impact fees imposed pursuant to Syracuse City Ordinance as necessary in order to respond to unusual circumstances in specific areas, ensure that impact fees are imposed fairly, permit the adjustments of the amount of the impact fees based upon studies and data submitted by an applicant in order to ensure that the impact fee represents the proportionate share of the cost of providing such public facilities which are reasonably related to and necessary in order to provide the services in question to anticipate future growth and development activities. The Council may also adjust impact fees to respond to a request for a prompt and individualized impact fee review for the development activity of an agency of the State of Utah, a school district, or charter school.

Section 7. **Appeal.**

7.1. Any person required to pay an impact fee who believes the fee does not meet the requirements of the law may request information and appeal the fee, as provided in state law and City code.

Section 8. **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 9. **Effective Date.**

This Ordinance shall be effective upon **publication**, but the amended fee shall be effective for permits applied for on or after **January 11, 2021**, or 90 days following the adoption of the Ordinance as required by Utah Code Ann. 11-36a-401(2).

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 13th DAY OF OCTBOER, 2020.**

**SYRACUSE CITY**

ATTEST:

_____ By:_____

Cassie Z. Brown, City Recorder Mike Gailey, Mayor

Voting by the City Council:

| | "AYE" | "NAY" |
|---|---|---|
| Councilmember Bingham | _____ | _____ |
| Councilmember Bolduc | _____ | _____ |
| Councilmember Maughan | _____ | _____ |
| Councilmember Peterson | _____ | _____ |
| Councilmember Savage | _____ | _____ |




# Syracuse City

# Storm Water
# DRAFT Impact Fee Analysis

ZIONS PUBLIC FINANCE, INC.

August 20, 2020

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# Summary of Impact Fee Analysis

## Background Information

Syracuse City (the "City") retained J-U-B Engineers, Inc. to prepare an Impact Fee Facilities Plan (IFFP) for storm water, and retained Zions Public Finance, Inc. to prepare this Impact Fee Analysis (IFA) for the calculation of appropriate storm water impact fees. This IFA relies on the information provided in the IFFP regarding current system capacity and future storm water capital facility needs, cost and timing.

*Service Areas.* There is one service area in Syracuse for the purpose of calculating storm water impact fees.

*Level of Service.* The IFFP identifies the level of service as follows:[1]

> *Syracuse City has defined the level of service for the storm drain system as the ability to convey the 1 inch in 1-hour design storm within the storm drain piping, detention ponds and roadways.*

*Growth Projections.* Over the next 10 years (2020-2030), Syracuse is expected to experience development on 935 acres.

TABLE 1: GROWTH PROJECTIONS

| Development | Acres |
|---|---|
| Developed Acres – 2020 | 3,481 |
| Projected Developed Acres - 2030 | 4,416 |
| **Growth in Developed Acres, 2020-2030** | **935** |

*Source: Davis County Assessor's Office; ZPFI*

## Impact on Consumption of Existing Capacity

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

The Master Plan and IFFP prepared by J-U-B Engineers, Inc., models existing, excess capacity in the system, but does not identify excess capacity that will be consumed by new development over the next 10 years. Therefore, no buy-in costs of excess capacity have been included in the calculation of impact fees. This results in a lower, more conservative impact fee.

## Impact on System Improvements by Anticipated New Development

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

The City has determined that, to maintain its current level of storm water service, additional storm water improvements will be required at a total cost of $21,225,379. The new improvements necessitated by new development within the next 10 years that are eligible for impact fees are projected to cost $11,894,232. J-U-B has identified $6,372,957 of projects, over the next 10 years, that are necessary to

[1] J-U-B Engineers, Inc., July 2020, Storm Drain Master Plan and IFFP

serve existing development. A credit for these projects has been made against the total impact fees so that new development will only pay for its fair share of new improvements.

## Proportionate Share Analysis and Impact Fee Calculation

*Utah Code 11-36a-304(1)(d) and (e) and (2)(a) and (b)*

The cost of new storm water facilities, along with allowable consultant costs, is summarized in the table below:

TABLE 2: PER ACRE IMPACT FEE CALCULATION

| Summary | New Development Cost per Acre |
|---|---|
| New Construction | $12,721.10 |
| Consultant Cost | $10.70 |
| Impact Fee Fund Balance Credit | ($2,389.50) |
| **TOTAL GROSS FEE per Acre** | **$10,342.30** |

A credit is then made for the new capital projects that will benefit existing development. The total amount of these projects is $6,372,957, or an average of $579,360 per year for the next 11 years. The cost of these improvements is divided over the total acres in the City, with a credit per acre made against the gross impact fee of $10,342.30.

TABLE 3: PER ACRE IMPACT FEE CREDITS

| Year | Developed Acres | Existing Development- Average Cost per Year | Existing Development - Cost per Acre | NPV* of Credits | Cost per Acre |
|---|---|---|---|---|---|
| 2020 | 3,481 | $579,360 | $166.43 | $1,374.93 | $8,967.37 |
| 2021 | 3,575 | $579,360 | $162.08 | $1,249.74 | $9,092.56 |
| 2022 | 3,668 | $579,360 | $157.95 | $1,125.15 | $9,217.15 |
| 2023 | 3,762 | $579,360 | $154.02 | $1,000.96 | $9,341.34 |
| 2024 | 3,855 | $579,360 | $150.29 | $876.96 | $9,465.34 |
| 2025 | 3,949 | $579,360 | $146.73 | $752.98 | $9,589.32 |
| 2026 | 4,042 | $579,360 | $143.33 | $628.84 | $9,713.46 |
| 2027 | 4,136 | $579,360 | $140.09 | $504.37 | $9,837.93 |
| 2028 | 4,229 | $579,360 | $137.00 | $379.41 | $9,962.89 |
| 2029 | 4,323 | $579,360 | $134.03 | $253.79 | $10,088.50 |
| 2030 | 4,416 | $579,360 | $131.20 | $127.37 | $10,214.92 |

*NPV = net present value at a discount rate of 3 percent

## Manner of Financing for Public Facilities

The City has no bonds outstanding for storm water facilities and therefore no credits are required for outstanding bonds. No bonds are anticipated in order to pay for storm water facilities within the next 10 years and, therefore, no credits are necessary at this time for future bonds.

## Utah Code Legal Requirements

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

### Notice of Intent to Prepare Impact Fee Analysis

A local political subdivision must provide written notice of its intent to prepare an IFA before preparing the Analysis (Utah Code 11-36a-503(1)). This notice must be posted on the Utah Public Notice website. The City has complied with this noticing requirement for the IFA by posting notice.

### Preparation of Impact Fee Analysis

Utah Code requires that "each local political subdivision… intending to impose an impact fee shall prepare a written analysis of each impact fee" (Utah Code 11-36a-303).

Section 11-36a-304 of the Utah Code outlines the requirements of an impact fee analysis which is required to identify the following:

(a) identify the anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity;
(b) identify the anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility;
(c) demonstrate how anticipated impacts are reasonably related to the anticipated development activity;
(d) estimate the proportionate share of:
    (i) The costs for existing capacity that will be recouped; and
    (ii) The costs of impacts on system improvement that are reasonably related to the new development activity; and
(e) based on the requirements of this chapter, identify how the impact fee was calculated.

Further, in analyzing whether or not the proportionate share of the costs of public facilities are reasonably related to the new development activity, the local political subdivision or private entity, as the case may be, shall identify, if applicable:

(a) the cost of each existing public facility that has excess capacity to serve the anticipated development resulting from the new development activity;
(b) the cost of system improvements for each public facility;
(c) other than impact fees, the manner of financing for each public facility such as user charges, special assessments, bonded indebtedness, general taxes, or federal grants;
(d) the relative extent to which development activity will contribute to financing the excess capacity of and system improvements for each existing public facility, by means such as user charges, special assessments, or payment from the proceeds of general taxes;
(e) the relative extent to which development activity will contribute to the cost of existing public facilities and system improvements in the future;

(f) the extent to which the development activity is entitled to a credit against impact fees because the development activity will dedicate system improvements or public facilities that will offset the demand for system improvements, inside or outside the proposed development;
(g) extraordinary costs, if any in servicing the newly developed properties; and
(h) the time-price differential inherent in fair comparisons of amounts paid at different times.

### Calculating Impact Fees

Utah Code states that for purposes of calculating an impact fee, a local political subdivision or private entity may include:

(a) the construction contract price;
(b) the cost of acquiring land, improvements, materials, and fixtures;
(c) the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction of the system improvements; and
(d) for political subdivision, debt service charges, if the political subdivision might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the costs of the system improvements.

Additionally, the Code states that each political subdivision or private entity shall base impact fee amounts on realistic estimates and the assumptions underlying those estimates shall be disclosed in the impact fee analysis.

### Certification of Impact Fee Analysis

Utah Code states that an impact fee analysis shall include a written certification from the person or entity that prepares the impact fee facilities plan. This certification is included as part of this Impact Fees Analysis.

### Impact Fee Enactment

Utah Code states that a local political subdivision or private entity wishing to impose impact fees shall pass an impact fee enactment in accordance with Section 11-36a-402. Additionally, an impact fee imposed by an impact fee enactment may not exceed the highest fee justified by the impact fee analysis. An impact fee enactment may not take effect until 90 days after the day on which the impact fee enactment is approved.

## Consumption of Existing Capacity, Impact on System Improvements and How Impacts are Related to Anticipated Development Activity

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

### Growth in Demand

Growth in developed acres will generate demand for storm water facilities. The following table shows the projected growth in the City.

TABLE 4: PROJECTED GROWTH

| Year | Developed Acres | New Acres Developed per Year |
|---|---|---|
| 2020 | 3,481 | 93.5 |
| 2021 | 3,575 | 93.5 |
| 2022 | 3,668 | 93.5 |
| 2023 | 3,762 | 93.5 |
| 2024 | 3,855 | 93.5 |
| 2025 | 3,949 | 93.5 |
| 2026 | 4,042 | 93.5 |
| 2027 | 4,136 | 93.5 |
| 2028 | 4,229 | 93.5 |
| 2029 | 4,323 | 93.5 |
| 2030 | 4,416 | 93.5 |
| **Growth in Acres** | **935** | |

Source: Davis County Assessor's Office; ZPFI

## Consumption of Existing Capacity by Anticipated New Development

The City's Storm Water Master Plan and IFFP does not identify any existing, excess capacity in the storm water system.

## Impact on System Improvements by Anticipated New Development

The City has determined to maintain its current level of storm water service. Therefore, additional storm water improvements will be required in order to maintain the established storm water level of service. The IFFP identifies the level of service as follows:[2]

> *Syracuse City has defined the level of service for the storm drain system as the ability to convey the 1 inch in 1-hour design storm within the storm drain piping, detention ponds and roadways.*

The following projects have been identified in the IFFP as necessary for existing and new development.

TABLE 5: NEW SYSTEM IMPROVEMENTS NECESSITATED BY EXISTING AND NEW DEVELOPMENT

| Project Number | Project Location | New Development | Development Base Cost | Existing Contribution | 10-Yr Growth Contribution | Growth Beyond 10 Year | IFFP Cost |
|---|---|---|---|---|---|---|---|
| SD-01 | 1700 S Bluff RD | $2,287,000 | $0 | 0% | 100% | 0% | $2,287,000 |
| SD-02 | 3000 W 1325 S | $125,000 | $0 | 30% | 70% | 0% | $87,500 |
| SD-03 | 650 S 3500 W | $0 | $447,000 | 0% | 100% | 0% | $0 |
| SD-04 | 600 S 3175 W | $0 | $750,000 | 0% | 100% | 0% | $0 |
| SD-05 | 435 S 3000 W | $32,620 | $606,566 | 0% | 100% | 0% | $32,620 |
| SD-06 | 3000 S 2400 W | $6,120,000 | $0 | 30% | 70% | 0% | $4,284,000 |
| SD-07 | 700 S 2750 W | $782,000 | $0 | 10% | 90% | 0% | $703,800 |
| SD-08 | 3000 W 3500 S | $1,548,000 | $0 | 30% | 70% | 0% | $1,083,600 |

[2]J-U-B Engineers, Inc., July 2020, Storm Drain Master Plan and IFFP

| Project Number | Project Location | New Development | Development Base Cost | Existing Contribution | 10-Yr Growth Contribution | Growth Beyond 10 Year | IFFP Cost |
|---|---|---|---|---|---|---|---|
| SD-09 | 2500 S 2675 W | $162,808 | $1,052,571 | 0% | 0% | 100% | $0 |
| SD-10 | 2700 S 3000 W | $2,011,000 | $0 | 30% | 70% | 0% | $1,407,700 |
| SD-11 | 2500 W 435 S | $26,384 | $874,169 | 0% | 100% | 0% | $26,384 |
| SD-12 | Bluff Rd 1550 W | $589,000 | $0 | 50% | 50% | 0% | $294,500 |
| SD-13 | 2000 W 3200 S | $673,000 | $0 | 90% | 10% | 0% | $67,300 |
| SD-14 | 1900 W 3300 S | $245,979 | $784,968 | 0% | 100% | 0% | $245,979 |
| SD-15 | 2700 S 3720 W | $1,012,000 | $0 | 40% | 25% | 35% | $253,000 |
| SD-16 | 2700 S 3230 W | $362,346 | $1,462,895 | 0% | 0% | 100% | $0 |
| SD-17 | 700 S 3600 W | - | - | - | - | - | - |
| SD-18A | 1700 S 4000 W | $1,145,000 | $0 | 70% | 30% | 0% | $343,500 |
| SD-18B | 1700 S 4300 W | $1,305,583 | $0 | 70% | 0% | 30% | $0 |
| SD-19 | 2200 S 3720 W | $1,110,498 | $1,882,853 | 30% | 70% | 0% | $777,348 |
| SD-20 | 3700 S 1425 W | $1,393,000 | $0 | 0% | 0% | 100% | $0 |
| SD-21 | 700 W Bluff Rd. | $219,785 | $963,370 | 0% | 0% | 100% | $0 |
| SD-22 | 3000 W 1000 S | $74,378 | $856,329 | 0% | 0% | 100% | $0 |
| | **TOTAL** | **$21,225,379** | **$9,680,721** | | | | **$11,894,232** |

*Source: J-U-B Storm Water Master Plan and Impact Fee Facilities Plan, July 2020*

### Relation of Anticipated Development Activity to Impacts on Existing Capacity and System Improvements

The demand placed on existing storm water improvements by new development activity is attributed to the increased developed acres related to both residential and nonresidential growth.

Based on information provided in the IFFP, new development's share of the new improvements, over the next 10 years, is $11,894,232.

## Proportionate Share Analysis

*Utah Code 11-36a-304(1)(d)(i) and (ii)*

*Costs for Existing Capacity*

The City has elected not to include any buy-in costs for existing, excess capacity. This serves to reduce the impact fee.

*Costs of System Improvements Related to New Development Activity*

The City intends to maintain its existing level of service for storm water services through adding the new improvements described in the Impact Fee Facilities Plan and previously in this Impact Fee Analysis. In addition, engineering and consultant fees are considered a legitimate cost in calculating impact fees. These costs are also summarized below.

Total impact-fee eligible costs for new construction, attributable to new development over the next 10 years, are $11,894,232. Consultant costs for the IFFP and IFA update are estimated at $10,000 in order to prepare the engineering plans, impact fee facility plans and impact fee analysis that were necessary in order to calculate defensible impact fees and meet the requirements of Utah Code 11-36a regarding impact fees.

TABLE 7: PER ACRE COST FOR NEW SYSTEM IMPROVEMENTS AND CONSULTANT COSTS

| | Amount |
|---|---|
| ***New Construction Costs:*** | |
| Impact Fee Eligible System Improvements Due to Development for10 Years | $11,894,232 |
| Acres Served by Construction of New System Improvements Over Next 10 Years | 935 |
| **New Construction Cost per Acre** | **$12,721.10** |
| ***Consultant Costs:*** | |
| Consultant Costs | $10,000 |
| Acres Served by Consultant Costs | 935 |
| **Consultant Costs per Acre** | **$10.70** |

*Impact Fee Calculation*

The maximum impact fee allowable under law includes new system improvement costs of $12,721.10 per acre, consultant costs of $10.70 per acre, and an impact fee fund balance credit of $2,389.50 per acre, resulting in a total maximum gross impact fee of $10,342.30 per acre.

TABLE 8: PROPORTIONATE SHARE IMPACT FEE CALCULATION

| | Fee |
|---|---|
| New Construction | $12,721.10 |
| Consultant Costs | $10.70 |
| Impact Fee Fund Balance | ($2,389.50) |
| **TOTAL Cost per Acre** | **$10,342.30** |

A credit is then made for the new capital projects that will benefit existing development. The total amount of these projects is $6,372,957, as shown in the table below.

TABLE 9: COST ALLOCATION TO EXISTING DEVELOPMENT

| Project Number | Project Location | New Projects | Existing Contribution | Cost to Existing Development |
|---|---|---|---|---|
| SD-01 | 1700 S Bluff RD | $2,287,000 | 0% | $0 |
| SD-02 | 3000 W 1325 S | $125,000 | 30% | $37,500 |
| SD-03 | 650 S 3500 W | $0 | 0% | $0 |
| SD-04 | 600 S 3175 W | $0 | 0% | $0 |
| SD-05 | 435 S 3000 W | $32,620 | 0% | $0 |
| SD-06 | 3000 S 2400 W | $6,120,000 | 30% | $1,836,000 |
| SD-07 | 700 S 2750 W | $782,000 | 10% | $78,200 |
| SD-08 | 3000 W 3500 S | $1,548,000 | 30% | $464,400 |
| SD-09 | 2500 S 2675 W | $162,808 | 0% | $0 |
| SD-10 | 2700 S 3000 W | $2,011,000 | 30% | $603,300 |
| SD-11 | 2500 W 435 S | $26,384 | 0% | $0 |
| SD-12 | Bluff Rd 1550 W | $589,000 | 50% | $294,500 |
| SD-13 | 2000 W 3200 S | $673,000 | 90% | $605,700 |
| SD-14 | 1900 W 3300 S | $245,979 | 0% | $0 |
| SD-15 | 2700 S 3720 W | $1,012,000 | 40% | $404,800 |
| SD-16 | 2700 S 3230 W | $362,346 | 0% | $0 |
| SD-17 | 700 S 3600 W | - | - | |

| Project Number | Project Location | New Projects | Existing Contribution | Cost to Existing Development |
|---|---|---|---|---|
| SD-18A | 1700 S 4000 W | $1,145,000 | 70% | $801,500 |
| SD-18B | 1700 S 4300 W | $1,305,583 | 70% | $913,908 |
| SD-19 | 2200 S 3720 W | $1,110,498 | 30% | $333,149 |
| SD-20 | 3700 S 1425 W | $1,393,000 | 0% | $0 |
| SD-21 | 700 W Bluff Rd. | $219,785 | 0% | $0 |
| SD-22 | 3000 W 1000 S | $74,378 | 0% | $0 |
| | **TOTAL** | **$21,225,379** | | **$6,372,957** |

Assuming that the costs to existing development are paid for by 2030, the average payment per year is $579,360. The yearly payment is divided by the total acres in the City, with a credit per acre made against the gross impact fee of $10,342.30.

TABLE 10: PER ACRE IMPACT FEE CREDITS

| Year | Developed Acres | Existing Development- Average Cost per Year | Existing Development - Cost per Acre | NPV* of Credits | Cost per Acre |
|---|---|---|---|---|---|
| 2020 | 3,481 | $579,360 | $166.43 | $1,374.93 | $8,967.37 |
| 2021 | 3,575 | $579,360 | $162.08 | $1,249.74 | $9,092.56 |
| 2022 | 3,668 | $579,360 | $157.95 | $1,125.15 | $9,217.15 |
| 2023 | 3,762 | $579,360 | $154.02 | $1,000.96 | $9,341.34 |
| 2024 | 3,855 | $579,360 | $150.29 | $876.96 | $9,465.34 |
| 2025 | 3,949 | $579,360 | $146.73 | $752.98 | $9,589.32 |
| 2026 | 4,042 | $579,360 | $143.33 | $628.84 | $9,713.46 |
| 2027 | 4,136 | $579,360 | $140.09 | $504.37 | $9,837.93 |
| 2028 | 4,229 | $579,360 | $137.00 | $379.41 | $9,962.89 |
| 2029 | 4,323 | $579,360 | $134.03 | $253.79 | $10,088.50 |
| 2030 | 4,416 | $579,360 | $131.20 | $127.37 | $10,214.92 |

*NPV = net present value at a discount rate of 3 percent

## Manner of Financing, Credits, Etc.

*Utah Code 11-36a-304(2)(c),(d),(e),(f),(g), and (h)*

The City has no bonds outstanding for storm drain facilities and therefore no credits are required for outstanding bonds. No bonds are anticipated in order to pay for storm drain facilities within the next 10 years and, therefore, no credits are necessary at this time for future bonds.

## Certification

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

1. Includes only the costs of public facilities that are:

a. allowed under the Impact Fees Act; and
b. actually incurred; or
c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid.

2. Does not include:
a. costs of operation and maintenance of public facilities;
b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement.

3. Offsets costs with grants or other alternate sources of payment; and

4. Complies in each and every relevant respect with the Impact Fees Act.




Prepared By:

J-U-B ENGINEERS, INC.

# Syracuse City

## Storm Drain Master Plan Update

2020 Update





# Syracuse City Storm Drain Master Plan Update

## 2020 Update

**Prepared By:**

J·U·B ENGINEERS, INC.
466 N Kays Drive
Kaysville, UT 84037

(801) 547-0393

**SYRACUSE CITY**
**STORM DRAIN MASTER PLAN 2019**
**IMPACT FEE FACILITIES PLAN (IFFP) CERTIFICATION**

In accordance with 11-36a-306., Certification of impact fee analysis,

"I certify that the attached impact fee facilities plan:

1. includes only the costs of public facilities that are:

a. allowed under the Impact Fees Act; and

b. actually incurred; or

c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;

2. does not include:

a. costs of operation and maintenance of public facilities;

b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents; or

c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement; and

3. complies in each and every relevant respect with the Impact Fees Act."

With the following conditions:

1. All of the recommendations for implementations of the IFFP made in the IFFP documents or in the Impact Fee Analysis documents are followed by City Staff and elected officials.

2. If all or a portion of the IFFP or Impact Fee Analysis are modified or amended, this certification is no longer valid.

3. All information provided to J-U-B is assumed to be correct, complete, and accurate. This includes information provided by the City as well as outside sources.

4. Clinton City has agreed that the work performed in preparation of the Impact Fee Facilities Plan meets the industry Standard of Care for such plans.

Signed:

_____ _____

Nathan Smith, P.E., Date
J-U-B Engineers, Inc.

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# 1.0 Introduction

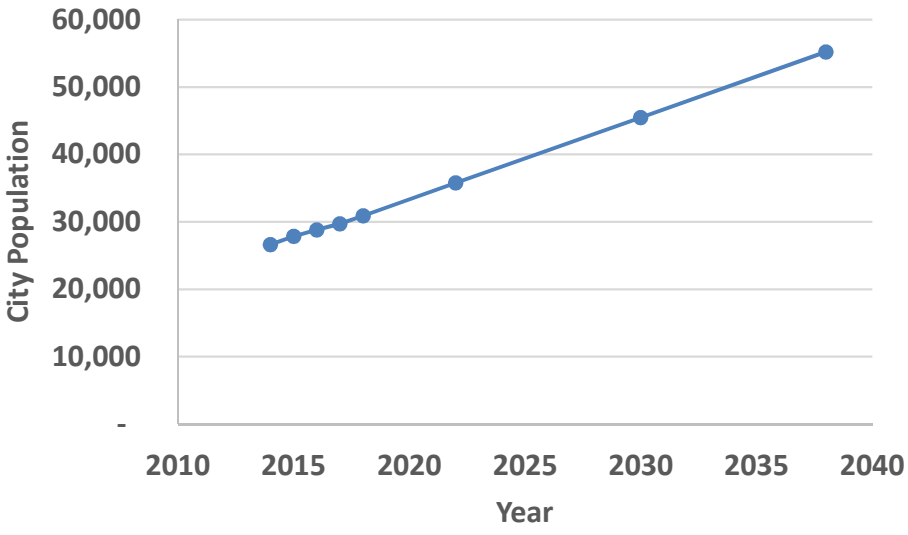


The last update to the Syracuse City Storm Water Master Plan was in 2018. Syracuse City has commissioned that this Storm Water Master Plan update or Impact Fee Facilities Plan (IFFP) and subsequent Impact Fee Assessment (IFA) be done. J-U-B is doing the Master Plan or IFFP. Syracuse City has commissioned Zions Bank to complete the IFA. Several components are needed for the IFFA, namely: IFFA certification, included at the beginning of this report; certain determination as discussed in the Impact Fee Facilities Plan section, and Cost Estimates. These documents form the basis for Impact Fees that can be used for future development projects.

## 1.1 Growth and Projections

The 2014 population in Syracuse City, according to the U.S. Census Bureau, was 26,639 (U.S. Census Bureau, 2014). The growth rate from 2010 to 2014 was 9.3 percent (U.S. Census Bureau), which was a 2.3 percent annual rate of change. The growth rate from 2000 to 2010 was 149.73 percent, which was nearly a 15 percent annual rate of change. The future growth rate is anticipated to range from 4.7 percent in the early years to 2.1 percent as the City approaches build-out (Syracuse, 2014). The residential population versus year is shown in Figure 1.1.

**Figure 1.1 - Syracuse City Population**



# 2.0 Storm Water Master Plan Update

The capital facilities plan list was updated as part of the storm water masterplan and is intended to comply with the latest IFFP requirements of the State Impact fee laws, as stated in the Certification. There are several areas that need to be covered in this study for this purpose. These include Service Area Boundary; Demand Definition; Level of Service; Computation of Excess Capacity; and Future Capital Facilities.

**Detention Pond – 1475 W 2150 S**



## 2.1 Existing System Evaluation

The Service Area for this study and subsequent impact fee calculation is that of the current City limits. Land use for the service area was obtained from the current City zoning map. The land use is broken into seven categories as shown in table 2.1. Soil data was downloaded from the USDA website and was used to define soil types throughout the service area. The SCS curve number data is a function of soil type and landuse. SCS curve numbers were taken from "Hydrologic Analysis and Design", 3rd Edition, McCuen, etal, 2005. The SCS curve numbers used in the model are shown in table 2.1.

**Table 2.1 Curve Number and Soil Types**

| Curve Numbers | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Soil Type** | **School** | **Industrial** | **Commercial** | **A-1** | **P.O.** | **R-1** | **R-2, 3** |
| **B** | 85 | 88 | 92 | 67 | 88 | 72 | 75 |
| **C** | 90 | 91 | 94 | 76 | 91 | 81 | 83 |
| **D** | 92 | 93 | 95 | 80 | 93 | 86 | 87 |

**Table 2.2 Storm Drain System Inventory**

| Size | Total |
|---|---|
| 4" | 307 |
| 8" | 1510 |
| 10" | 965 |
| 12" | 2236 |
| 15" | 151306 |
| 16" | 234 |
| 18" | 64081 |
| 21" | 7682 |
| 24" | 6504 |
| 27" | 783 |
| 30" | 4680 |
| 33" | 142 |
| 36" | 6084 |
| 42" | 1890 |
| 45" | 4667 |
| 48" | 4708 |
| 54" | 673 |
| **Total Length** | **258,452** |
| Manholes | 893 |
| Comination Box | 330 |
| Grate | 1,781 |
| Detention | 44 |

## 2.2 Existing Inventory

An inventory of the Storm Drain system is given in Table 2.2. This is given as information only for the size of the system. This table shows 258,452 feet of pipe or 48.9 miles within the City. The value of the system is based upon the City's financial documents for costs, which are a part of the Impact Fee Analysis.

## 2.3 Calculation of Excess Capacity

The existing scenario was used to calculate the excess capacity in the existing storm drain system. The model was used to calculate the maximum flow for each pipe using Manning's equation. The model compared this flow to the actual peak flow through the pipe and output a reserve capacity value. These values are reported in Appendix C. Some of the pipes in this report show the existing peak flowrate to be "0 cfs". This typically means that flows generated from the model are entering the modeled pipe system downstream of the reporting pipe. The model is not setup to determine the inflow at each storm drain inlet.

## 2.4 "At Capacity" Condition/Future System Evaluation

The condition at which the development is complete and all land is improved with either buildings, asphalt or landscaping is considered the "At Capacity" condition. This also means the greatest flow possible from those developments would be received in the pipes and basins. No attempt has been made in this study to determine a particular year for this condition, as the rates would slow when land becomes more scarce, pushing back the date of any estimate.

# 3.0 Computer Model Information

InfoSWMM software was used to evaluate the storm drain system. This software is produced by Innovyze and is the standard in the industry for storm water modeling. An asset of this software is its ability to interface with ESRI GIS software for quick and easy transition from a Global Information Database to a network model.

## 3.1 Hydrologic Information



Hydrology is the study of the movement and flow of water through its natural circulation from rainfall to runoff. Rainfall is recorded over time with rain gages. Computer models are used to simulate rainfall events. The City has historically required the evaluation of the 1-inch of rainfall over a time step of 1 hour distributed according to the Farmer-Fletcher Distribution. A copy of the Farmer-Fletcher information is included in Appendix C, Table C-1.

In the Impact Fee Law, there is a differentiation between "project" and "system improvements". "Projects" are paid for and installed by the developer as part of the subdivision development. System improvements are needed to accommodate future development to the cities storm drain infrastructure. For this report, "project" improvements are required to detain their flows and discharge to only 0.2 cfs/acre to the Syracuse City storm drain system. In accordance to an agreement with Davis County, areas north of 700 South may only release at a rate of 0.15 cfs/acre of development. These project improvements are not considered part of the impact fee, but the responsibility of the developer/owner.

## 3.2 Level of Service

Syracuse City has defined the level of service for the storm drain system as the ability to convey the 1 inch in 1-hour design storm within the storm drain piping, detention ponds, and roadways.

## 3.3 Hydraulic Information

Pipe information, over land slopes, soil types and land use information are interwoven to define the hydraulic network. Hydrology information is then applied to the hydraulic network and the system is evaluated.

The system is broken down into sub basins that use GIS information to determine the way that rain water will flow off of the site. This information is unique to each sub basin.

In Appendix A, Figure 1 shows the existing pipe system used in the InfoSWMM computer model. Figure 2 shows the existing modeled system.

# 4.0 Capital Facilities Projects

Appendix B includes the cost estimates for future projects that have been identified through modeling. Figure 3 and Figure 4 show the locations of the projects. Table 4.0 shows the summary of the costs. A 30% contingency has been added to the project to account for items such as inflation rates and other unknowns that occur at this level of design. There is also a 10% amount added to each cost estimate for Engineering.

**Table 4.0 Project Costs**

| Project Number | Project Location | New Development | Development Base Cost | Existing Contribution | 10-Yr Growth Contribution | Growth Beyond 10 Year | IFFP Cost |
|---|---|---|---|---|---|---|---|
| SD-01 | 1700 S Bluff RD | $ 2,287,000 | $ - | 0% | 100% | 0% | $ 2,287,000 |
| SD-02 | 3000 W 1325 S | $ 125,000 | $ - | 30% | 70% | 0% | $ 87,500 |
| SD-03 | 650 S 3500 W | $ - | $ 447,000 | 0% | 100% | 0% | $ - |
| SD-04 | 600 S 3175 W | $ - | $ 750,000 | 0% | 100% | 0% | $ - |
| SD-05 | 435 S 3000 W | $ 32,620 | $ 606,566 | 0% | 100% | 0% | $ 32,620 |
| SD-06 | 3000 S 2400 W | $ 6,120,000 | $ - | 30% | 70% | 0% | $ 4,284,000 |
| SD-07 | 700 S 2750 W | $ 782,000 | $ - | 10% | 90% | 0% | $ 703,800 |
| SD-08 | 3000 W 3500 S | $ 1,548,000 | $ - | 30% | 70% | 0% | $ 1,083,600 |
| SD-09 | 2500 S 2675 W | $ 162,808 | $ 1,052,571 | 0% | 0% | 100% | $ - |
| SD-10 | 2700 S 3000 W | $ 2,011,000 | $ - | 30% | 70% | 0% | $ 1,407,700 |
| SD-11 | 2500 W 435 S | $ 26,384 | $ 874,169 | 0% | 100% | 0% | $ 26,384 |
| SD-12 | Bluff Rd 1550 W | $ 589,000 | $ - | 50% | 50% | 0% | $ 294,500 |
| SD-13 | 2000 W 3200 S | $ 673,000 | $ - | 90% | 10% | 0% | $ 67,300 |
| SD-14 | 1900 W 3300 S | $ 245,979 | $ 784,968 | 0% | 100% | 0% | $ 245,979 |
| SD-15 | 2700 S 3720 W | $ 1,012,000 | $ - | 40% | 25% | 35% | $ 253,000 |
| SD-16 | 2700 S 3230 W | $ 362,346 | $ 1,462,895 | 0% | 0% | 100% | $ - |
| SD-17 | 700 S 3600 W | - | - | - | - | - | - |
| SD-18A | 1700 S 4000 W | $ 1,145,000 | $ - | 70% | 30% | 0% | $ 343,500 |
| SD-18B | 1700 S 4300 W | $ 1,305,583 | $ - | 70% | 0% | 30% | $ - |
| SD-19 | 2200 S 3720 W | $ 1,110,498 | $ 1,882,853 | 30% | 70% | 0% | $ 777,348.44 |
| SD-20 | 3700 S 1425 W | $ 1,393,000 | $ - | 0% | 0% | 100% | $ - |
| SD-21 | 700 W Bluff Rd. | $ 219,785 | $ 963,370 | 0% | 0% | 100% | $ - |
| SD-22 | 3000 W 1000 S | $ 74,378 | $ 856,329 | 0% | 0% | 100% | $ - |
| | **TOTAL** | **$ 21,225,379** | **$ 9,680,721** | | | | **$ 11,894,232** |

*Notes: "New Development" indicates system improvements that are included in the impact fee calculation. "Developer Base Cost" indicates projects improvements that may need oversizing for future development outside of the existing development. Some assumptions have been made on minimum pipe sizing; however, the developer must take care of their development in spite of these assumptions. "Existing Deficiency" indicates System Improvements that are currently deficient, independent of any new growth.*

Table 4.0 breaks the costs into three categories: Existing Deficiencies, New Development; and Developer Base Cost. The Existing Deficiencies are projects that are problems today regardless of any additional growth. These should be paid by the existing residents through means other

than impact fees. New Development projects are those that would not be required if not for growth. The Developer Base Cost is the cost for the minimum size of pipe and improvement needed for a development. Since a minimum pipe size is 15" per city standards, this would include the 15" pipe in a new development and the equivalent percentage of a project with larger pipes that exceed the need of the development. Table 4.0 also shows the flow contribution percentages for each time period shown. The IFFP cost is included to reflect the contribution percentage on the New Development cost and will be used in the IFA.

## 4.1 10-Year Projections

A review of the priority of the projects was completed to determine the project needs within the next 0-5 years, 5-10 years, and beyond 10 years. This analysis is included in table 4.1.

**Table 4.1 Project Schedule**

| Project Number | Project Location | 0-5 Years (2019-2024) | | 5-10 Years (2025-2030) | | Beyond 10 Years | |
|---|---|---|---|---|---|---|---|
| | | New Development | Development Base Cost | New Development | Development Base Cost | New Development | Development Base Cost |
| SD-01 | 1700 S Bluff RD | $ 2,287,000 | $ - | | | | |
| SD-02 | 3000 W 1325 S | $ 125,000 | $ - | | | | |
| SD-03 | 650 S 3500 W | $ - | $ 447,000 | | | | |
| SD-04 | 600 S 3175 W | $ - | $ 750,000 | | | | |
| SD-05 | 435 S 3000 W | $ 32,620 | $ 606,566 | | | | |
| SD-06 | 3000 S 2400 W | $ 6,120,000 | $ - | | | | |
| SD-07 | 700 S 2750 W | $ 782,000 | $ - | | | | |
| SD-08 | 3000 W 3500 S | $ 1,548,000 | $ - | | | | |
| SD-09 | 2500 S 2675 W | | | | | $ 162,808 | $ 1,052,571 |
| SD-10 | 2700 S 3000 W | | | $ 2,011,000 | $ - | | |
| SD-11 | 2500 W 435 S | | | $ 26,384 | $ 874,169 | | |
| SD-12 | Bluff Rd 1550 W | | | $ 589,000 | $ - | | |
| SD-13 | 2000 W 3200 S | | | $ 673,000 | $ - | | |
| SD-14 | 1900 W 3300 S | | | $ 245,979 | $ 784,968 | | |
| SD-15 | 2700 S 3720 W | | | $ 1,012,000 | $ - | | |
| SD-16 | 2700 S 3230 W | | | | | $ 362,346 | $ 1,462,895 |
| SD-17 | 700 S 3600 W | | | | | | |
| SD-18A | 1700 S 4000 W | | | $ 1,144,067 | $ - | | |
| SD-18B | 1700 S 4300 W | | | | | $ 1,145,000 | $ - |
| SD-19 | 2200 S 3720 W | $ 1,110,498 | $ 1,882,853 | | | | |
| SD-20 | 3700 S 1425 W | | | | | $ 1,393,000 | $ - |
| SD-21 | 700 W Bluff Rd. | | | | | $ 219,785 | $ 963,370 |
| SD-22 | 3000 W 1000 S | | | | | $ 74,378 | $ 856,329 |
| | **TOTAL** | **$ 12,005,118** | **$ 3,686,419** | **$ 5,701,430** | **$ 1,659,137** | **$ 3,357,316** | **$ 4,335,165** |

## 4.2 Project Cost Estimates

Efforts have been made to obtain as much information about the future project and yet keep the estimates simple and understandable. Assumptions have been made on slopes, depth and utility corridor availability. Additional assumptions are shown in project cost estimates located in Appendix B.

# 5.0 Conclusions and Recommendations

It is recommended that the City do the following:

1. This study and the Associated IFA must be adopted by the City along with specified public hearings in accordance with the Law prior to adoption.
2. As stated in the IFFP certification, it is imperative that the City know and understand the information in both this IFFP and the IFA accompanying this study.
3. The City needs to continue to collect storm water utility fees in order to adequately operate, maintain, and manage the existing storm water system.
4. Along with Existing Deficiencies, it is recommended that the City evaluate other depreciation issues in an effort to keep the infrastructure current. This would include, but not be limited to deteriorating concrete pipes, rusted corrugated metal pipes, and old pipes that have exceeded the expected useful life.
5. Continue to collect survey grade elevation data for manhole locations, rim and invert elevations, and pipe size in and out of the manholes. This data needs to be updated in the cities GIS database and the InfoSwmm Model.
6. This study should be reevaluated in no more than 10 years to keep within the 10 year planning window for capital improvements allowed by the impact fee law.
7. Figure 5 is included in Appendix A to show the peak flows that have been calculated in the system. These values do not represent the absolute maximum flowrate that may occur through the piping system.

# Appendix A – Figures

# Appendix B - Cost Estimates

# Appendix C - Data

# COUNCIL AGENDA

October 13, 2020

Agenda Item **7.b**

**Public Hearing** – Proposed Resolution R20-35 amending the Syracuse City Consolidated Fee Schedule by making adjustments to the storm water impact fee and the hydrant meter rental fee.

***Factual Summation***

- Any question regarding this agenda item may be directed at Admin. Services Director Stephen Marshall. See the attached consolidate fee schedule.

- A proposed change to the consolidated fee schedule to adjust the storm water impact fee based on our discussion with the previous council item. The current fee is $7,398.85 per acre. The proposed fee would increase to $8,967.37 per acre. If this fee is approved, there is a 90-day waiting period until it becomes effective. This would become effective on January 11, 2021.

- A proposed change to the hydrant meter rental fee from $1200.00 to $1700.00. This increase fee is needed to cover the increased cost of replacing the hydrant meter.

***Action Item for Agenda***

- ***Consider adopting proposed resolution amending the consolidated fee schedule. The storm water impact fee would be effective on January 11, 2021 and the hydrant meter fee increase would be effective immediately.***

**RESOLUTION NO. R20-35**

**A RESOLUTION OF THE SYRACUSE CITY COUNCIL UPDATING AND AMENDING THE SYRACUSE CITY CONSOLIDATED FEE SCHEDULE BY MAKING ADJUSTMENTS TO THE STORM WATER IMPACT FEE AND THE HYDRANT METER RENTAL FEE.**

**WHEREAS**, Syracuse City Staff has reviewed and analyzed the fees charged by the City for various services, permits and procedures and has recommended various changes to such fees as more particularly provided in the attached consolidated Syracuse City Fee Schedule; and

**WHEREAS**, the City Council desires to adopt the revised Syracuse City Fee Schedule as recommended by Staff and as more particularly provided herein; and

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

**Section 1. Amendment.** The Syracuse City Fee Schedule is hereby updated and amended to read in its entirety as set forth in **Exhibit "A,"** attached hereto and incorporated herein by this reference.

**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.** The effective date of the storm water impact fee shall become effective on January 11, 2021 and the effective date of the hydrant meter rental fee will become effective immediately upon issuance of this resolution.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 13th DAY OF OCTOBER 2020.**

**SYRACUSE CITY**

ATTEST:

_____ By:_____

Cassie Z. Brown, City Recorder Mike Gailey, Mayor

| Fee Description | | Current Base Fee | | Additional Fee | | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|---|---|---|---|---|---|---|---|---|---|
| **Bond Fees** | | | | | | | | | |
| Performance Bond | | $100.00 | per Permit | NA | NA | | | | |
| **Plan Check Fees** | | | | | | | | | |
| Residential | All Permitted Structures | 40% | Permit Fee | NA | NA | | | | |
| Residential - Duplicate multi-family structure | | 50% | of original plan check fee | | | | | | |
| NOTE: Applicable within 1 year of first permit issuance and within the same ICC code period | | | | | | | | | |
| Commercial | All Permitted Structures | 65% | Permit Fee | NA | NA | | | | |
| Building Investigation Fee | All Permitted Structures | 100% | % Permit Fee | NA | NA | | | | |
| Fire Sprinkler/Safety Plans | All Permitted Structures | $75.00 | Per Hour | NA | NA | | | | |
| Additional Plan Review Due to Revisions | | $60.00 | Per Hour (1/2 hr min.) | NA | NA | | | | |
| General Building Valuation | | | | | | | | | |
| Building Value from $1-1,000.00 | | $60.00 | ea. Unit | NA | NA | | | | |
| Building Value from $1,001-2,000 | | $60.00 | ea. Unit | $2.70 | ea. addl. $100 or fraction therof | | | | |
| Building Value from $2,001-25,000 | | $87.00 | ea. Unit | $16.80 | ea. addl. $1000 or fraction therof | | | | |
| Building Value from $25,001-50,000 | | $473.00 | ea. Unit | $12.11 | ea. addl. $1000 or fraction therof | | | | |
| Building Value from $50,001-100,000 | | $776.00 | ea. Unit | $8.40 | ea. addl. $1000 or fraction therof | | | | |
| Building Value from $100,001-500,000 | | $1,196.00 | ea. Unit | $6.72 | ea. addl. $1000 or fraction therof | | | | |
| Building Value from $501,000-1,000,000 | | $3,884.00 | ea. Unit | $5.70 | ea. addl. $1000 or fraction therof | | | | |
| Building Value from $1,000,000.00+ | | $6,734.00 | ea. Unit | $4.65 | ea. addl. $1000 or fraction therof | | | | |
| Pools, Tubs & Spas | | | | | | | | | |
| Public Pool | | Bid Price | ea. Unit | NA | NA | | | | |
| Private Pool - In Ground | | Bid Price | ea. Unit | NA | NA | | | | |
| Private Pool - Above Ground Temporary | | $60.00 | ea. Unit | | | | | | |
| Private Pool - Above Ground Permenant | | Bid Price | ea. Unit | NA | NA | | | | |
| Accessory Structures | | Construction Value | ea. Unit | NA | NA | | | | |
| State Fee (Surcharge) | | 1% | of Permit Fee | NA | NA | | | | |
| Expired Permit | | | | | | | | | |
| Less Than to 180 days | | 65% | Building Value | NA | NA | | | | |
| Greater than 180 Days but Lesss Than 1 Year | | 65% | of Original Permit Cost | NA | NA | | | | |
| Greater Than 1 Year | | 100% | of Original Permit Cost | NA | NA | | | | |
| **Impact Fees** | | | | | | | | | |
| Parks, Trails, and Recreation | | $2,393.56 | Per Household | | | | | | |
| Residential Transportation | Single Family Residence | $1,020.00 | Per Unit | NA | NA | | | | |
| Residential Transportation | Multi Family >= 4 units | $632.00 | Per Unit | NA | NA | | | | |
| Residential Transportation | Apartment > 4 units | $530.00 | Per Unit | | | | | | |
| Residential Transportation | Mobile Home, RV Park | $601.00 | Per Unit | | | | | | |
| Commercial Transportation (Please review the transportation IFA plan on our website for a complete list of commercial impact fees) | | | | | | | | | |
| General Commercial | | $2,498.00 | Per 1,000 sf of GFA | NA | NA | | | | |
| Office/Institutional | | $1,520.00 | Per 1,000 sf of GFA | NA | NA | | | | |
| Assisted Living | | $224.00 | Per Bed | NA | NA | | | | |
| Hotel | | $612.00 | Per Room | NA | NA | | | | |
| Industrial | | $867.00 | Per 1,000 sf of GFA | NA | NA | | | | |
| Institutional | Church | $561.00 | Per 1,000 sf of GFA | NA | NA | | | | |
| Culinary Water | | | | | | | | | |
| ¾" Line | | $1,204.00 | ea. Unit | NA | NA | | | | |
| 1" Line | | $2,008.00 | ea. Unit | NA | NA | | | | |
| 1½" Line | | $4,016.00 | ea. Unit | NA | NA | | | | |
| 2" Line | | $6,426.00 | ea. Unit | NA | NA | | | | |
| 3" Line | | $12,852.00 | ea. Unit | NA | NA | | | | |
| 4" Line | | $20,081.00 | ea. Unit | NA | NA | | | | |
| 6" Line | | $40,163.00 | ea. Unit | NA | NA | | | | |
| 8" Line | | $64,262.00 | ea. Unit | NA | NA | | | | |
| Secondary Water - Residential | | | | | | | | | |
| 4,000-7,000sf lot | | $1,011.00 | ea. Unit | NA | NA | | | | |
| 7,001-8,000sf lot | | $1,470.00 | ea. Unit | NA | NA | | | | |
| 8,001-9,000sf lot | | $1,707.00 | ea. Unit | NA | NA | | | | |
| 9,001-10,000sf lot | | $1,949.00 | ea. Unit | NA | NA | | | | |
| 10,001-11,000sf lot | | $2,196.00 | ea. Unit | NA | NA | | | | |
| 11,001-13,000sf lot | | $2,572.00 | ea. Unit | NA | NA | | | | |
| 13,001-15,000sf lot | | $3,085.00 | ea. Unit | NA | NA | | | | |
| 15,001-17,000sf lot | | $3,609.00 | ea. Unit | NA | NA | | | | |

| Fee Description | Current Base Fee | Additional Fee | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|---|---|---|---|---|---|---|
| 17,001-19,000sf lot | $4,143.00 ea. Unit | NA NA | | | | |
| 19,001-21,000sf lot | $4,686.00 ea. Unit | NA NA | | | | |
| 21,001-23,000sf lot | $5,236.00 ea. Unit | NA NA | | | | |
| 23,001-25,000sf lot | $5,794.00 ea. Unit | NA NA | | | | |
| 25,001-27,000sf lot | $6,358.00 ea. Unit | NA NA | | | | |
| 27,001-30,000sf lot | $7,072.00 ea. Unit | NA NA | | | | |
| 30,001-33,000sf lot | $7,939.00 ea. Unit | NA NA | | | | |
| 33,001-36,000sf lot | $8,818.00 ea. Unit | NA NA | | | | |
| 36,001-39,000sf lot | $9,707.00 ea. Unit | NA NA | | | | |
| 39,001-42,000sf lot | $10,606.00 ea. Unit | NA NA | | | | |
| 42,001-45,000sf lot | $11,512.00 ea. Unit | NA NA | | | | |
| 45,001-48,000sf lot | $12,429.00 ea. Unit | NA NA | | | | |
| 48,001-51,000sf lot | $13,350.00 ea. Unit | NA NA | | | | |
| 51,001-54,000sf lot | $14,281.00 ea. Unit | NA NA | | | | |
| 54,001-57,000sf lot | $15,216.00 ea. Unit | NA NA | | | | |
| 57,001-60,000sf lot | $16,161.00 ea. Unit | NA NA | | | | |
| Secondary Water - Open Land in a Commercial Subdivision | $0.33 sf of pervious area | NA NA | | | | |
| Sewer - North Davis Sewer District (Fee) | $3,256.00 per Connection | NA NA | Effective 1/11/2021 | | | |
| Storm Water - Residential & Commercial | ~~$7,578.00~~ ~~per acre or 0.174 per sf~~ | NA NA | $8,967.37 per acre or 0.206 per sf | | | |
| Public Safety | | | | | | |
| Residential | $273.00 per application | NA NA | | | | |
| Commercial | $0.19 Per sf of building | NA NA | | | | |
| **Connection Fees** | | | | | | |
| Culinary Water | | | | | | |
| 3/4" Meter | $485.00 ea. Unit | NA NA | | | | |
| 1" Meter | $645.00 ea. Unit | NA NA | | | | |
| 1 ½" Meter | $840.00 ea. Unit | NA NA | | | | |
| 2" Meter | $1,143.00 ea. Unit | NA NA | | | | |
| 3" Meter | $1,860.00 ea. Unit | NA NA | | | | |
| 4" Meter | $3,165.00 ea. Unit | NA NA | | | | |
| 6" Meter | $4,942.00 ea. Unit | NA NA | | | | |
| 8" Meter | $7,303.00 ea. Unit | NA NA | | | | |
| Secondary Water | | | | | | |
| 1" Line | $645.00 ea. Unit | NA NA | | | | |
| 1½" Line | $5,288.00 ea. Unit | NA NA | | | | |
| 2" Line | $5,873.00 ea. Unit | NA NA | | | | |
| 3" Line | $6,435.00 ea. Unit | NA NA | | | | |
| 4" Line | $6,441.00 ea. Unit | NA NA | | | | |
| 6" Line | $6,871.00 ea. Unit | NA NA | | | | |
| 8" Line | $7,860.00 ea. Unit | NA NA | | | | |
| Sewer - North Davis Sewer District (Connection) | $240.00 per Connection | NA NA | | | | |
| Sewer - City Connection | $300.00 ea. Unit | NA NA | | | | |
| Review for 8" Main Line | $250.00 | | | | | |
| **Inspection Fees** | | | | | | |
| Outside of normal business hours | $114.00 Per Inspection | NA NA | | | | |
| Re-Inspections | $60.00 Per Inspection | NA NA | | | | |
| Plan Changes | 2 x Plan Fee | NA NA | | | | |
| Inspection with no fee indicated | $60.00 Per Inspection | NA NA | | | | |
| Additional Plan Reviews Due to Revisions | $60.00 Per Inspection | | | | | |
| Miscellaneous/Requested Inspections | $60.00 Per Inspection | NA NA | | | | |
| Final Off-Site Inspection | $350.00 Per Lot | NA NA | | | | |
| Warranty Inspections | | | | | | |
| First Final Warranty | $50.00 per Project | NA NA | | | | |
| Final Warranty Re-inspection (if punch list is complete) | $50.00 per Project | NA NA | | | | |
| Third Final Warranty | $75.00 per Project | NA NA | | | | |
| Fourth Final Warranty | $100.00 per Project | NA NA | | | | |
| 3rd Party Project or Plan Review Fee | Variable Fee assessed to the project applicant | | | | | |
| **Sign Permit Fees** | | | | | | |
| Sign - Building Permit | $318.00 Per Permit | NA NA | | | | |

| Fee Description | Current Base Fee | Additional Fee | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|---|---|---|---|---|---|---|
| **Development Application Fees** | | | | | | |
| Site Plan* | | | | | | |
| 0-5 Acres | $575.00 per Plan set | $55.00 per Acre | | | | |
| 5.01-10 acres | $1,585.00 per Plan set | $173.00 per Acre | | | | |
| 10.01-15 acres | $2,450.00 per Plan set | $144.00 per Acre | | | | |
| 15.1-20 acres | $3,170.00 per Plan set | $115.00 per Acre | | | | |
| > 20.1 acres | $3,745.00 per Plan set | $100.00 per Acre | | | | |
| Each Revised Plan* | $250.00 per Plan set | $50.00 per Lot | | | | |
| Site Plan Amendment (minor) | $100.00 per Plan set | NA NA | | | | |
| Site Plan Including Conditional use | $650.00 per Plan set | $55.00 per acre | | | | |
| Residential Development Plat* | | | | | | |
| Concept Plan Review | $225.00 per Plan set | | | | | |
| Revised Concept Plan | $75.00 per Plan set | | | | | |
| Preliminary Plan | $575.00 per Plan set | $50.00 per Lot | | | | |
| Each Revised Preliminary Plan | $150.00 per Plan set | $15.00 per Lot | | | | |
| Final Plan | $575.00 per Plan set | $75.00 per Lot | | | | |
| Each Revised Final Plan | $250.00 per Plan set | $50.00 per Lot | | | | |
| * Site Plan Review includes one (1) additional corrections review after first submittal | | | | | | |
| **Staff Review Fees** | | | | | | |
| Amended Subdivision | $550.00 per Plan set | $50.00 per Lot | | | | |
| Residential Multi-Family | $750.00 per Plan set | 1.00% Bond Amount | | | | |
| All Addtitional Reviews Required by Plan Changes | $60.00 per Hour (1/2 hour min.) | $0.00 NA | | | | |
| Geologic Hazards Report Review | Bid Price Per Hour | | | | | |
| **Administrative Fees** | | | | | | |
| Appeal to Board of Adjustments | $350.00 per appeal | NA NA | | | | |
| Plat Recording Fee (Per County Recorders Fee Schedule) | $37.00 per Plat | $1/lot + $1/signature over 2 + $1/each common space | | | | |
| Payback or Reimbursement Agreement | $500.00 per agreement | NA NA | | | | |
| Zoning Verification / Rebuild Letter | $50.00 Per Letter | | | | | |
| **Application Fees** | | | | | | |
| General Plan Amendment | $450.00 per Application | NA NA | | | | |
| Re-Zone | $425.00 per Application | NA NA | | | | |
| Text Amendment to Land Use Ordinance | $200.00 per Application | NA NA | | | | |
| Conditional Use (Major) | $100.00 per Application | | | | | |
| Conditional Use (Minor) | $100.00 per Application | | | | | |
| Conditional Use Extension or Modification (Major) | $50.00 per Application | NA NA | | | | |
| Agricultural Protection Area Designation | $250.00 per Application | $25.00 NA | | | | |
| Annexation Petition and Review | | | | | | |
| 0-2 acres | $230.00 per Application | $173.00 per Acre | | | | |
| 2.1-5 acres | $575.00 per Application | $144.00 per Acre | | | | |
| 5.1-10 acres | $1,007.00 per Application | $115.00 per Acre | | | | |
| > 10 acres | $1,582.00 per Application | $87.00 per Acre | | | | |
| Easement Vacation Fee | $200.00 Per Application | NA NA | | | | |
| Car Restoration Permit | $25.00 per car | $15.00 renewal | | | | |
| Public Noticing Fees | | | | | | |
| Public Notice Signs | $20.00 Per Sign | | | | | |
| Planning & Zoning Noticing Fees | $100.00 Per Application | | | | | |
| Major Conditional Use Noticing Fees | $50.00 Per Application | | | | | |
| **Business License Fees** | | | | | | |
| Business License Amendment | $5.00 per Amendment | NA NA | | | | |
| Duplicate Business License | $5.00 per Application | NA NA | | | | |
| Business License Directory | $5.00 per printed copy | NA NA | | | | |
| Home Occupation | $100.00 per Application | NA NA | | | | |
| Reduced Impact Business License | $25.00 per Application | | | | | |
| Reciprocal Food Truck License | $25.00 per Application | | | | | |
| Temporary Commercial Business (6 months Max.) | $50.00 per Application | NA NA | | | | |
| Commercial Retail Business | | | | | | |
| < 5,000 sf | $100.00 per Application | NA NA | | | | |
| 5,001-10,000 sf | $150.00 per Application | NA NA | | | | |
| > 10,001 sf | $350.00 per Application | NA NA | | | | |
| Commercial Professional Services | $100.00 per Application | NA NA | | | | |
| Solicitor Business License | $100.00 per Application | NA NA | | | | |
| Sexually Oriented Business (SOB) | | | | | | |

| Fee Description | Current Base Fee | Additional Fee | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|---|---|---|---|---|---|---|
| Sexually Oriented Business (SOB) | $950.00 per Application | NA NA | | | | |
| Escort Services | $950.00 per Application | NA NA | | | | |
| Nude Entertainment Business | $950.00 per Application | NA NA | | | | |
| Nude Entertainment Employee | $250.00 per Application | NA NA | | | | |
| Semi-Nude Entertainment Business | $950.00 per Application | NA NA | | | | |
| Semi-nude Entertainment Employee | $250.00 per Application | NA NA | | | | |
| Nude Entertainment Employee (Outcall, on-site and non-performing nude entertainment/dancing agency employees) | $250.00 per Application | NA NA | | | | |
| Nude Dancing Agency | $950.00 per Application | NA NA | | | | |
| Semi-Nude Dancing Agency | $950.00 per Application | NA NA | | | | |
| Outcall Agency | $950.00 per Application | NA NA | | | | |
| Outcall Agency Employee (Off-site services) | $250.00 per Application | NA NA | | | | |
| Disclosure Application investigation | $50.00 per Application | NA NA | | | | |
| Outcall Agency Employee (Off-site services) | $252.00 per Application | NA NA | | | | |
| Application for 2+ Licenses at one time | $20.00 per Application | Higher of applicable fees | | | | |
| Outcall Agency Employee (Off-site services) | $254.00 per Application | NA NA | | | | |
| Alcoholic Beverages | | | | | | |
| Class "A" | $200.00 per Application | NA NA | | | | |
| Class "B" | $300.00 per Application | NA NA | | | | |
| Pawn Shops | $450.00 per Application | NA NA | | | | |
| Late Payment Fees | | | | | | |
| Paid after Jan 31 | 50.00% of renewal fee | | | | | |
| Paid after Feb. 28 | 75.00% of renewal fee | | | | | |
| Paid after Mar 31 | 100.00% of renewal fee | | | | | |
| **Fines** | | | | | | |
| Operating a Business Without a Certificate of Occupancy | $1,000.00 Per Day | | | | | |
| Occupying a Residential Unit Without a Certificate of Occupancy | $250.00 Per Day | | | | | |
| Utility Excavation without a Permit | $250.00 per Incident | NA NA | | | | |
| Storm Water Pollution - Illicit Discharge | $200.00 Per Incident | | | | | |
| Storm Water - Post contsruction BMP removal | $100.00 Per BMP | | | | | |
| Construction Activity Without a Permit when required | $100.00 per Incident | NA NA | | | | |
| Operating without a business license | $150.00 per incident | Certified mailing costs | | | | |
| Late Payment Fees | $20.00 per month | | | | | |
| Sign Reclamation fee (Illegal sign) | $10.00 per Sign | NA NA | | | | |
| Sign Reclamation fee (Repeat offenses) | $40.00 per Sign | NA NA | | | | |
| Weed Mowing (Code Enforcement) | | | | | | |
| Class B - A parcel of 1/4 acre or less with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.) | | | $170.00 | | | |
| Class C - A parcel greater than 1/4 acre, but less than 1/2 acre with weeds and/or a small amount of trash | | | $180.00 | | | |
| Class D - A parcel greater than 1/4 acre, but less than 1/2 acre with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.) | | | $205.00 | | | |
| Class E - A parcel greater than 1/2 acre, but less than 3/4 acre with weeds and/or a small amount of trash | | | $225.00 | | | |
| Class F - A parcel greater than 1/2 acre, but less than 3/4 acre with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.) | | | $255.00 | | | |
| Class G - A parcel greater than 3/4 acre, but less than 1 acre with weeds and/or a small amount of trash | | | $262.50 | | | |
| Class H - A parcel greater than 3/4 acre, but less than 1 acre with weeds and or a heavy amount of trash (i.e. tires, building materials, stumps, etc.) | | | $352.50 | | | |
| Class I - A parcel greater than 1 acre, but less than 2 acres with weeds and/or a small amount of trash | | | $375.00 | | | |
| Class J - A parcel greater than 1 acre, but less than 2 acres with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.) | | | $412.50 | | | |
| Class K - A parcel greater than 2 acres, but less than 3 acres with weeds and/or a small amount of trash | | | $457.50 | | | |
| Class L - A parcel greater than 2 acres, but less than 3 acres with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.) | | | $615.00 | | | |
| Special Class - Special nuisances not easily classified requiring hourly fees for drivers, trucks, tractors, and hand work. | | | bids will be obtained from contractors. | | | |
| 1/4 acre = 10,890 square feet | | | | | | |
| 1/2 acre = 21,780 square feet | | | | | | |
| 3/4 acre = 32,674 square feet | | | | | | |
| 1 acre = 43,560 square feet | | | | | | |
| **All rates include dump fees | | | | | | |
| Administration Fee for each subsequent weed mowing incident | $50.00 per incident | NA NA | | | | |
| Hourly Rates | | | | | | |
| Weedeater | $33.00 | | | | | |
| Edger | $33.00 | | | | | |
| Leaf Blower | $33.00 | | | | | |
| Push Mower | $36.00 | | | | | |
| Small Riding Mower | $43.50 | | | | | |
| Large Riding Mower | $52.50 | | | | | |
| Tractor | $75.00 | | | | | |
| Truck/Trailer | $82.50 | | | | | |

| Fee Description | Current Base Fee | Additional Fee | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|---|---|---|---|---|---|---|
| Tractor/Mower | $78.00 | | | | | |
| **Hourly rates include operator, equipment, and all incidentals required to complete the work. | | | | | | |
| **Excavation Permit Fees** | | | | | | |
| NOTE: Trench Repair Fees for Excavations bebtween October 15th and May 15th are double fee shown | | | | | | |
| Administrative Fee | $47.00 per applciation | | | | | |
| Curb & Gutter Repair Inspection | $2.50 per LF | NA NA | | | | |
| Sidewalk Repair Inspection | $2.50 per LF | NA NA | | | | |
| Gas/Phone/Power/Cable Trench Repair Fee for Perpendicular Cuts | | | | | | |
| 26'-0" Wide Road (50' ROW) | | | | | | |
| 1'-0" to 13'-0" Cut | $46.14 per Application | NA NA | | | | |
| 14'-0" to 26'-0" Cut | $92.40 per Application | NA NA | | | | |
| 32'-0"' Wide Road (50'-60' ROW) | | | | | | |
| 1'-0" to 16'-0" Cut | $56.88 per Application | NA NA | | | | |
| Cut 17'-0" to 32'-0" Cut | $132.64 per Application | NA NA | | | | |
| 36-0"' Wide Road (60' ROW) | | | | | | |
| 1'-0" to 18'-0" Cut | $63.96 per Application | NA NA | | | | |
| 19'-0" to 36'-0" Cut | $127.92 per Application | NA NA | | | | |
| 42'-0" Wide Road (66' ROW) | | | | | | |
| 1'-0" to 21'-0" Cut | $78.12 per Application | NA NA | | | | |
| 22'-0" to 42'-0" Cut | $156.42 per Application | NA NA | | | | |
| 56'-0" Wide Road (80' ROW) | | | | | | |
| 1'-0" to 21'-0" Cut | $78.12 per Application | NA NA | | | | |
| 22'-0" to 35'-0" Cut | $127.92 per Application | NA NA | | | | |
| 36'-0" to 56'-0" Cut | $198.80 per Application | NA NA | | | | |
| Water Line Trench Repair Fee for Perpendicular Cuts | | | | | | |
| 26'-0" Wide Road (50' ROW) | | | | | | |
| 1'-0" to 13'-0" Cut | $53.83 per Application | NA NA | | | | |
| 14'-0" to 26'-0" Cut | $107.66 per Application | NA NA | | | | |
| 32'-0"' Wide Road (50'-60' ROW) | | | | | | |
| 1'-0" to 16'-0" Cut | $66.36 per Application | NA NA | | | | |
| Cut 17'-0" to 32'-0" Cut | $132.72 per Application | NA NA | | | | |
| 36-0"' Wide Road (60' ROW) | | | | | | |
| 1'-0" to 18'-0" Cut | $74.62 per Application | NA NA | | | | |
| 19'-0" to 36'-0" Cut | $149.24 per Application | NA NA | | | | |
| 42'-0" Wide Road (66' ROW) | | | | | | |
| 1'-0" to 21'-0" Cut | $87.08 per Application | NA NA | | | | |
| 22'-0" to 42'-0" Cut | $174.16 per Application | NA NA | | | | |
| 56'-0" Wide Road (80' ROW) | | | | | | |
| 1'-0" to 21'-0" Cut | $87.08 per Application | NA NA | | | | |
| 22'-0" to 35'-0" Cut | $145.46 per Application | NA NA | | | | |
| 36'-0" to 56'-0" Cut | $232.12 per Application | NA NA | | | | |
| Storm Drain Lines Trench Repair Fee for Perpendicular Cuts | | | | | | |
| 26'-0" Wide Road (50' ROW) | | | | | | |
| 1'-0" to 13'-0" Cut | $61.52 per Application | NA NA | | | | |
| 14'-0" to 26'-0" Cut | $123.04 per Application | NA NA | | | | |
| 32'-0"' Wide Road (50'-60' ROW) | | | | | | |
| 1'-0" to 16'-0" Cut | $75.84 per Application | NA NA | | | | |
| Cut 17'-0" to 32'-0" Cut | $151.68 per Application | NA NA | | | | |
| 36-0"' Wide Road (60' ROW) | | | | | | |
| 1'-0" to 18'-0" Cut | $85.25 per Application | NA NA | | | | |
| 19'-0" to 36'-0" Cut | $170.56 per Application | NA NA | | | | |
| 42'-0" Wide Road (66' ROW) | | | | | | |
| 1'-0" to 21'-0" Cut | $99.52 per Application | NA NA | | | | |
| 22'-0" to 42'-0" Cut | $199.04 per Application | NA NA | | | | |
| 56'-0" Wide Road (80' ROW) | | | | | | |
| 1'-0" to 21'-0" Cut | $99.52 per Application | NA NA | | | | |
| 22'-0" to 35'-0" Cut | $166.24 per Application | NA NA | | | | |
| 36'-0" to 56'-0" Cut | $265.28 per Application | NA NA | | | | |
| Sanitary Sewer Lines Trench Repair Fee for Perpendicular Cuts | | | | | | |
| 26'-0" Wide Road (50' ROW) | | | | | | |
| 1'-0" to 13'-0" Cut | $69.21 per Application | NA NA | | | | |
| 14'-0" to 26'-0" Cut | $138.24 per Application | NA NA | | | | |
| 32'-0"' Wide Road (50'-60' ROW) | | | | | | |

| Fee Description | Current Base Fee | Additional Fee | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|---|---|---|---|---|---|---|
| 1'-0" to 16'-0" Cut | $85.32 per Application | NA NA | | | | |
| Cut 17'-0" to 32'-0" Cut | $170.64 per Application | NA NA | | | | |
| 36-0"' Wide Road (60' ROW) | | | | | | |
| 1'-0" to 18'-0" Cut | $99.40 per Application | NA NA | | | | |
| 19'-0" to 36'-0" Cut | $191.88 per Application | NA NA | | | | |
| 42'-0" Wide Road (66' ROW) | | | | | | |
| 1'-0" to 21'-0" Cut | $111.96 per Application | NA NA | | | | |
| 22'-0" to 42'-0" Cut | $223.92 per Application | NA NA | | | | |
| 56'-0" Wide Road (80' ROW) | | | | | | |
| 1'-0" to 21'-0" Cut | $111.96 per Application | NA NA | | | | |
| 22'-0" to 35'-0" Cut | $187.02 per Application | NA NA | | | | |
| 36'-0" to 56'-0" Cut | $298.44 per Application | NA NA | | | | |
| Combined Trench Repair Fee for Perpendicular Cuts | | | | | | |
| 26'-0" Wide Road (50' ROW) | | | | | | |
| 1'-0" to 13'-0" Cut | $76.80 per Application | NA NA | | | | |
| 14'-0" to 26'-0" Cut | $153.60 per Application | NA NA | | | | |
| 32'-0"' Wide Road (50'-60' ROW) | | | | | | |
| 1'-0" to 16'-0" Cut | $94.80 per Application | NA NA | | | | |
| Cut 17'-0" to 32'-0" Cut | $189.60 per Application | NA NA | | | | |
| 36-0"' Wide Road (60' ROW) | | | | | | |
| 1'-0" to 18'-0" Cut | $106.60 per Application | NA NA | | | | |
| 19'-0" to 36'-0" Cut | $213.20 per Application | NA NA | | | | |
| 42'-0" Wide Road (66' ROW) | | | | | | |
| 1'-0" to 21'-0" Cut | $124.40 per Application | NA NA | | | | |
| 22'-0" to 42'-0" Cut | $248.80 per Application | NA NA | | | | |
| 56'-0" Wide Road (80' ROW) | | | | | | |
| 1'-0" to 21'-0" Cut | $124.40 per Application | NA NA | | | | |
| 22'-0" to 35'-0" Cut | $207.80 per Application | NA NA | | | | |
| 36'-0" to 56'-0" Cut | $331.60 per Application | NA NA | | | | |
| Trench Repair Fee for Parallel Cuts | | | | | | |
| 26'-0" Wide Road (50' ROW) | | | | | | |
| 1'-0" to 13'-0" Cut | $3.85 per foot of resurface | NA NA | | | | |
| 14'-0" to 26'-0" Cut | $7.70 per foot of resurface | NA NA | | | | |
| 32'-0"' Wide Road (50'-60' ROW) | | | | | | |
| 1'-0" to 16'-0" Cut | $4.74 per foot of resurface | NA NA | | | | |
| Cut 17'-0" to 32'-0" Cut | $9.47 per foot of resurface | NA NA | | | | |
| 36-0"' Wide Road (60' ROW) | | | | | | |
| 1'-0" to 18'-0" Cut | $5.33 per foot of resurface | NA NA | | | | |
| 19'-0" to 36'-0" Cut | $10.66 per foot of resurface | NA NA | | | | |
| 42'-0" Wide Road (66' ROW) | | | | | | |
| 1'-0" to 21'-0" Cut | $6.22 per foot of resurface | NA NA | | | | |
| 22'-0" to 42'-0" Cut | $12.44 per foot of resurface | NA NA | | | | |
| 56'-0" Wide Road (80' ROW) | | | | | | |
| 1'-0" to 21'-0" Cut | $6.22 per foot of resurface | NA NA | | | | |
| 22'-0" to 35'-0" Cut | $10.36 per foot of resurface | NA NA | | | | |
| 36'-0" to 56'-0" Cut | $16.58 per foot of resurface | NA NA | | | | |
| **Storm Water Activity Permit Fees** | | | | | | |
| Storm Water Permit Fees | $50.00 Per Lot | | | | | |
| Deposit - Storm Water Activity Permit | $1,000.00 Per application | | | | | |
| **Utility Bill Advertising Fees** | | | | | | |
| NOTE: See Resolution R11- for policies governing advertising on the Utility Bill | | | | | | |
| | Per Issue Rate | | | | | |
| Full page color ad (8.5" x 11") | $1,200.00 per ad | | | | | |
| Full page black and white ad (8.5" x 11") | $600.00 per ad | | | | | |
| Half page color ad | $600.00 per ad | | | | | |
| Half page black and white ad | $300.00 per ad | | | | | |

| Fee Description | Current Base Fee | Additional Fee | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|---|---|---|---|---|---|---|
| **Utility Rates** | | | | | | |
| Garbage Service | | | | | | |
| Service | $11.87 per month | N/A NA | | | | |
| New Garbage Can Set-up | $100.00 ea. Unit | NA NA | | | | |
| Extra Garbage Can (Limit 3) | $9.32 ea. Unit | NA NA | | | | |
| Green Waste Can | $7.63 ea. Unit | N/A N/A | | | | |
| Replacement Cost | $90.00 per can | NA NA | | | | |
| Early Return of Extra Can(s) - less than six (6) months | $35.00 per can | NA NA | | | | |
| Street Lighting (Effective May 1st, 2009) | | | | | | |
| Street Ligting Power Fee | $1.00 per month | NA NA | | | | |
| Purchase of New Street Lights | $0.32 per month | NA NA | | | | |
| Parks Maintenance Fee | $3.85 per month | NA NA | | | | |
| Temporary Meter (New Construction) | $30.00 per application | NA NA | | | | |
| New Service (Does not include impact fee) | $25.00 per application | NA NA | | | | |
| Utility Account Transfer (within City limits) | $15.00 per request | NA NA | | | | |
| Utility Doorhanger Notice Fee | $5.00 per incident | | | | | |
| Late Fee on Delinquent Accounts | $20.00 per incident | NA NA | | | | |
| Request for Re-establishment of Service after Delinquency | | | | | | |
| First Occurrence | $35.00 per request | NA NA | | | | |
| Subsequent Occurrences (Same Year) | $50.00 per request | NA NA | | | | |
| After Hours Re-connection of Service | $35.00 per request | NA NA | | | | |
| Deposit for Water Service | | | | | | |
| Residential | $100.00 per application | NA NA | | | | |
| Commercial/Industrial/Multi-Family | $100.00 per application | NA NA | | | | |
| Culinary Water Service | | | | | | |
| Private Pool >12,000 gallons | $3.24 per 1,000 gallons | | | | | |
| Commercial Service | | | | | | |
| < 10,000 Gallons | $20.04 per month | | | | | |
| 10,001-30,000 gallons | $20.04 per month | $2.00 per 1,000 gallons | | | | |
| 30,001-40,000 gallons | $60.04 per month | $2.40 per 1,000 gallons | | | | |
| > 40,000 gallons | $84.04 per month | $3.00 per 1,000 gallons | | | | |
| Residential Service (with secondary water) | | | | | | |
| < 4,000 Gallons | $20.04 per month | N/A N/A | | | | |
| 4,001 - 8,000 gallons | $21.08 per month | N/A N/A | | | | |
| 8,001 -12,000 gallons | $21.08 per month | $3.24 per 1,000 gallons | | | | |
| 12,001 -16,000 gallons | $34.04 per month | $3.40 per 1,000 gallons | | | | |
| 16,001 -20,000 gallons | $47.64 per month | $3.59 per 1,000 gallons | | | | |
| > 20,000 gallons | $62.00 per month | $4.19 per 1,000 gallons | | | | |
| Residential Service (without secondary water) | | | | | | |
| < 4,000 Gallons | $20.04 per month | N/A N/A | | | | |
| 4,001 - 8,000 gallons | $21.08 per month | N/A N/A | | | | |
| 8,001 -12,000 gallons | $21.08 per month | $3.56 per 1,000 gallons | | | | |
| 12,001 -16,000 gallons | $35.32 per month | $3.74 per 1,000 gallons | | | | |
| 16,001 -20,000 gallons | $50.28 per month | $3.95 per 1,000 gallons | | | | |
| > 20,000 gallons | $66.08 per month | $4.61 per 1,000 gallons | | | | |
| All Non-Residential Service | | | | | | |
| < 4,000 Gallons | $26.04 per month | N/A N/A | | | | |
| 4,001 - 8,000 gallons | $27.08 per month | N/A N/A | | | | |
| 8,001 -12,000 gallons | $27.08 per month | $3.89 per 1,000 gallons | | | | |
| 12,001 -16,000 gallons | $42.64 per month | $4.08 per 1,000 gallons | | | | |
| 16,001 -20,000 gallons | $58.96 per month | $4.31 per 1,000 gallons | | | | |
| > 20,000 gallons | $76.20 per month | $5.03 per 1,000 gallons | | | | |

| Fee Description | Current Base Fee | Additional Fee | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|---|---|---|---|---|---|---|
| Secondary Water Service (rate based on 3/4" line size flow for any service larger than 1") | | | | | | |
| 3/4" line | $16.81 per month | NA NA | | | | |
| 1" line | $22.81 per month | NA NA | | | | |
| 1 1/2" line | $59.31 per month | NA NA | | | | |
| 2" line | $104.42 per month | NA NA | | | | |
| 3" line | $185.81 per month | NA NA | | | | |
| 4" line | $415.75 per month | NA NA | | | | |
| 6" line | $929.31 per month | NA NA | | | | |
| 8" line | $1,651.11 per month | NA NA | | | | |
| Hydrant Meter | | | | | | |
| Meter Deposit | ~~$1,200.00 per application~~ | NA NA | $1,700.00 per application | | | |
| Administrative Fee | $30.00 per application | NA NA | | | | |
| Hydrant Rental | | | | | | |
| Short Term (up to 3 days) | $8.00 per application | $2.00 per 1,000 gallons | | | | |
| Long Term (Monthly) | $30.00 per month | $2.00 per 1,000 gallons | | | | |
| General Use Fee | $2.20 per 1,000 gallons | NA NA | | | | |
| Hydrant Flushing | $250.00 per Flushing | $2.18 per 1,000 gallons | | | | |
| North Davis Sewer District - Sewer Disposal Service (Waste) | | | | | | |
| Residential | $21.50 per month | NA NA | | | | |
| Commercial | $21.50 per month | $2.15 Per 1000 gallons over 5,500 gallons of water | | | | |
| Syracuse City - Sewer Maintenance Service (Waste) | | | | | | |
| Residential | $7.25 per month | NA NA | | | | |
| Commercial | $7.25 per month | NA NA | | | | |
| Sewer Service (Storm) | | | | | | |
| Residential | $5.85 per month | NA NA | | | | |
| Commercial | | | | | | |
| 0 - 1 acre | $8.16 per month | NA NA | | | | |
| 1.1 - 2 acres | $16.39 per month | NA NA | | | | |
| 2.1 - 2 acres | $24.56 per month | NA NA | | | | |
| 3.1 - 4 acres | $32.72 per month | NA NA | | | | |
| 4.1 - 5 acres | $40.89 per month | NA NA | | | | |
| 5.1 - 6 acres | $49.11 per month | NA NA | | | | |
| 6.1 - 7 acres | $57.28 per month | NA NA | | | | |
| 7.1 - 8 acres | $65.44 per month | NA NA | | | | |
| 8.1 - 9 acres | $73.61 per month | NA NA | | | | |
| Each additional acre | $8.16 per month | NA NA | | | | |
| Secondary Water - Open Land in a Residential Subdivision | $0.19 sf of pervious area | NA NA | | | | |
| Public Works | | | | | | |
| Sidewalk & Driveway Approach Replacement | $45.00 per inspection | NA NA | | | | |
| Street Sweeping (Contractor failure to clean) | $515.00 per incident | Time & Material for City Personnel | | | | |
| **Fines** | | | | | | |
| Fines - Water Meter Tampering | $100.00 1st incident | $500.00 2nd incident | | | | |
| Cross Connection of Culinary & Secondary Lines | $100.00 per incident | reimbursement of city costs to remediate | | | | |
| (No water contamination of city water supply) | | | | | | |

| Fee Description | Current Base Fee | Additional Fee | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|---|---|---|---|---|---|---|
| **Community Center Fees** | | | | | | |
| Rental - after hours fee for all activities | $15.00 per hour per staff member | | | | | |
| Rental - Gymnasium | | | | | | |
| Resident | $125.00 per hour per gym | $900.00 per 8 hours per gym | | | | |
| Non-resident | $200.00 per hour per gym | $1,500.00 per 8 hours per gym | | | | |
| Rental - Classroom/Craft Room | | | | | | |
| Resident | $30.00 per hour per room | $200.00 per 8 hours per room | | | | |
| Non-resident | $45.00 per hour per room | $300.00 per 8 hours per room | | | | |
| Memberships | | | | | | |
| Children (Ages 5-13) | | | | | | |
| Resident | $1.00 per day | $9.00 per month or $50 per year | | | | |
| Non-Resident | $1.00 per day | $11.00 per month or $76 per year | | | | |
| Youth (Ages 14-17) | | | | | | |
| Resident | $2.00 per day | $18.00 per month or $110 per year | | | | |
| Non-Resident | $2.00 per day | $27.00 per month or $193 per year | | | | |
| Adults (Ages 18-59) | | | | | | |
| Resident | $2.00 per day | $18.00 per month or $110 per year | | | | |
| Non-Resident | $2.00 per day | $27.00 per month or $193 per year | | | | |
| Seniors (Ages 60+) | | | | | | |
| Resident | $0.50 per day | $7.00 per month or $42 per year | | | | |
| Non-Resident | $0.50 per day | $11.00 per month or $76 per year | | | | |
| Seniors Couples | | | | | | |
| Resident | n/a per day | $11.00 per month or $70 per year | | | | |
| Non-Resident | n/a per day | $20.00 per month or $130 per year | | | | |
| Adult Couples | | | | | | |
| Resident | n/a per day | $30.00 per month or $187 per year | | | | |
| Non-Resident | n/a per day | $49.00 per month or $312 per year | | | | |
| Familes | | | | | | |
| Resident | n/a per day | $54.00 per month or $259 per year | | | | |
| Non-Resident | n/a per day | $78.00 per month or $405 per year | | | | |
| **Park Rental Fees** | | | | | | |
| Park Land Rental (Concessionaire) | $250.00 per month | NA NA | | | | |
| Athletic Fields | | | | | | |
| Non-Recreational Play | | | | | | |
| Resident | $15.00 per field per hour | NA NA | | | | |
| Non-Resident | $25.00 per field per hour | NA NA | | | | |
| Recreational Play Multi-day | Fee negotiated per Contract | NA NA | | | | |
| Field Lighting | $15.00 per hour per field | NA NA | | | | |
| Boweries (except for Jensen and Legacy Parks) | | | | | | |
| Parties of 150 or Less | | | | | | |
| Resident | $25.00 per (4) hour period | $5.00 per hour for 5+ hours | | | | |
| Non-Resident | $50.00 per (4) hour period | $10.00 per hour for 5+ hours | | | | |
| Parties of 150 or More (Special Event) | | | | | | |
| Resident | $75.00 per (4) hour period | $10.00 per hour for 5+ hours | | | | |
| Non-Resident | $125.00 per (4) hour period | $20.00 per hour for 5+ hours | | | | |
| Ice Rink Rental (Skate Rentals not included) | $50.00 per 2 hour session | | | | | |
| Ice Skate Rentals | | | | | | |
| Adults (ages 13 and up) | $4.00 per hour | NA NA | | | | |
| Children | $3.00 per hour | NA NA | | | | |
| Jensen Nature Park (Bowery) | | | | | | |
| Resident | $50.00 per (4) hour period | NA NA | | | | |
| Non-Resident | $75.00 per (4) hour period | NA NA | | | | |
| Jensen Park Nature Center | | | | | | |
| Resident - 1/2 Day | $150.00 per rental | NA NA | | | | |
| Resident - Whole Day | $275.00 per rental | NA NA | | | | |
| Non-resident - 1/2 Day | $200.00 per rental | NA NA | | | | |
| Non-resident - Whole Day | $375.00 per rental | NA NA | | | | |

| Fee Description | Current Base Fee | Additional Fee | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|---|---|---|---|---|---|---|
| Legacy Park | | | | | | |
| Resident | $50.00 per (4) hour period | NA NA | | | | |
| Non-Resident | $75.00 per (4) hour period | NA NA | | | | |
| Cancellation Fee | $5.00 per cancellation | 50% within 7 days, no refund under 3 days | | | | |
| **Heritage Days** | | | | | | |
| 10 x 10 Booth | $80.00 per booth | NA NA | | | | |
| 10 x 20 Booth | $160.00 per booth | NA NA | | | | |
| Power for Booth | $12.00 per booth | NA NA | | | | |
| Roving Vendor Permit | | | | | | |
| Without a booth rental | $50.00 per permit | NA NA | | | | |
| With a booth rental | $25.00 per permit | NA NA | | | | |
| Parade Entry | $15.00 per vehicle | | | | | |
| Late Fee | $20.00 per application | NA NA | | | | |
| **Farmers Market Fees** | | | | | | |
| Prepared Food / Retail Sales | $15 Per Week or $150 per Season | | | | | |
| Cottage Food | $10 Per Week or $100 per Season | | | | | |
| Produce | $5 Per Week or $50 per Season | | | | | |
| Power Rental | $10 Per Week or $50 per Season | | | | | |
| **Recreation Programs** | | | | | | |
| Late Sign-up Fee | $5.00 per person | NA NA | | | | |
| Merit Badge Classes | Actual cost of materials (varies based on merit badge) | | | | | |
| Camp Syracuse | $35.00 per person | | | | | |
| Golf | $56.00 per person | NA NA | | | | |
| Tennis | $31.00 per person | NA NA | | | | |
| Football (Tackle) | $135.00 per person | NA NA | | | | |
| Football (Flag) | $55.00 per person | | | | | |
| Adult Basketball | $351.00 per team | NA NA | | | | |
| Soccer (Fall/Spring) | | | | | | |
| Resident | $46.00 per person | NA NA | | | | |
| Non-Resident | $61.00 per person | NA NA | | | | |
| Baseball/Softball | | | | | | |
| T-ball / Coach Pitch | | | | | | |
| Resident | $46.00 per person | NA NA | | | | |
| Non-Resident | $61.00 per person | NA NA | | | | |
| Machine Pitch | | | | | | |
| Resident | $46.00 per person | NA NA | | | | |
| Non-Resident | $61.00 per person | NA NA | | | | |
| Triple A/Major League | | | | | | |
| Resident | $51.00 per person | NA NA | | | | |
| Non-Resident | $66.00 per person | NA NA | | | | |
| Junior High School | | | | | | |
| Resident | $56.00 per person | NA NA | | | | |
| Non-Resident | $71.00 per person | NA NA | | | | |
| Basketball | | | | | | |
| 1st-6th grades (Jr Jazz) | | | | | | |
| Resident | $52.00 per person | NA NA | | | | |
| Non-Resident | $67.00 per person | NA NA | | | | |
| 7th-12th grades (Jr Jazz) | | | | | | |
| Resident | $57.00 per person | NA NA | | | | |
| Non-Resident | $72.00 per person | NA NA | | | | |
| Itty Bitty | | | | | | |
| Resident | $40.00 per person | NA NA | | | | |
| Non-Resident | $55.00 per person | NA NA | | | | |
| **Equipment Rental** | | | | | | |
| Performance Stage | $900.00 per day | | | | | |

| Fee Description | Current Base Fee | Additional Fee | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|---|---|---|---|---|---|---|
| **Basic Fees** | | | | | | |
| Plot Purchase | | | | | | |
| Resident | $500.00 | | | | | |
| Non-Resident | $1,000.00 | | | | | |
| Plot Purchase - half/infant/urn | | | | | | |
| Resident | $250.00 | | | | | |
| Non-Resident | $500.00 | | | | | |
| Interment - Adult | | | | | | |
| Resident | $300.00 | | | | | |
| Non-Resident | $700.00 | | | | | |
| Interment - Child | | | | | | |
| Resident | $175.00 | | | | | |
| Non-Resident | $400.00 | | | | | |
| Interment - Urn or Infant | | | | | | |
| Resident | $100.00 | | | | | |
| Non-Resident | $200.00 | | | | | |
| Interment - Weekend or Holiday | | | | | | |
| Resident | $200.00 | | | | | |
| Non-Resident | $200.00 | | | | | |
| Disinterment | | | | | | |
| Resident | $400.00 | | | | | |
| Non-Resident | $400.00 | | | | | |
| Monument Move (Flat Monument) | | | | | | |
| Resident | $50.00 | | | | | |
| Non-Resident | $50.00 | | | | | |
| Monument Move (Upright Monument) | | | | | | |
| Resident | $250.00 | | | | | |
| Non-Resident | $250.00 | | | | | |
| Position Transfer Fee | | | | | | |
| Resident | $35.00 | | | | | |
| Non-Resident | $35.00 | | | | | |
| After Hours fee (3:00 p.m.) | | | | | | |
| Resident | $100.00 | | | | | |
| Non-Resident | $100.00 | | | | | |
| Cemetery Certificate Replacement | $10.00 | Per Additional Certificate | | | | |

| Fee Description | Current Base Fee | Additional Fee | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|---|---|---|---|---|---|---|
| **Fire Department** | | | | | | |
| Two EMT Ambulance | $100.00 per hour | plus cost of materials | | | | |
| EMT or Firefighter with basic equipment (no ambulance) | $50.00 per hour | plus cost of materials | | | | |
| Four Firefighter Engine Company | $250.00 per hour | plus cost of materials | | | | |
| Two Firefighter Brush Truck | $150.00 per hour | plus cost of materials | | | | |
| CERT Special Class fee for additional classes requested by organizations outslide of regulary scheduled classes | $200.00 per class | | | | | |
| Equipment issued during CERT Class | $45.00 | | | | | |
| Fireor EMS Report | $10.00 | $15.00 per hour of research (31+ minutes) | | | | |
| Fire or EMS Report with pictures | $50.00 | $15.00 per hour of research (31+ minutes) | | | | |
| CPR/ First Aid Course | | | | | | |
| Resident | $30.00 | | | | | |
| Non-Resident | $40.00 | | | | | |
| Off-site CPR, First Aid, or AED Training course | $200.00 per class | plus cost of cards | | | | |
| Children's Bike Helmets | $10.00 | | | | | |
| Fireworks Sales Permit (in addition to business license) | $300.00 | | | | | |
| Miscellaneous Inspections | $75.00 | | | | | |
| Additional Inspections (after first follup-up / no show | $75.00 | | | | | |
| False Alarm Fees - Commercial | | | | | | |
| 3rd false alarm per quarter | $250.00 | | | | | |
| 4th false alarm per quarter | $350.00 | | | | | |
| 5th false alarm per quarter | $450.00 | $100.00 per occurance after 5th | | | | |
| **Police Department** | | | | | | |
| Fingerprinting | | | | | | |
| Resident | $10.00 per card | | | | | |
| Non-Resident | $15.00 per card | | | | | |
| Criminal History Background Check | $10.00 per background check | | | | | |
| Police contract services (i.e. special events, interagency, etc) | | | | | | |
| Admin Fee - staffing costs | $20.00 per event | | | | | |
| Each officer | $55.00 per hour | | | | | |
| Parking Violation Penalty Fee ** | | | | | | |
| Paid within 14 days of issuance | $30.00 per ticket | | | | | |
| Paid within 15 to 30 days of issuance | $50.00 per ticket | | | | | |
| Paid after 30 days of issuance | $70.00 per ticket | plus cost of collections, if applicable | | | | |
| Parking Violation Appeal Hearing Fee | $25.00 per appeal | | | | | |
| Police GRAMA requests | | | | | | |
| Police Report | $10.00 per report | $15.00 per hour of research (31+ minutes) | | | | |
| Police Report with any pictures or video on CD or DVD | $50.00 per report | $15.00 per hour of research (31+ minutes) | | | | |
| Good Conduct Letter Request | $5.00 per letter | | | | | |
| Annual sex offender / child abuse registration fee | $25.00 Per Registration | | | | | |
| **Emergency Services** | | | | | | |
| Base Fee and Mileage Rate | As per State approved Utah Health Department Rates | | | | | |
| Surcharges (Emergency, night service, off-road) | | | | | | |
| Special Provisions (wait time, non-transport) | | | | | | |
| Medical Supplies | | | | | | |
| Hardship Waivers for Emergency Services | As per City Council Resolution R19-06 | | | | | |
| **Public Works Department** | | | | | | |
| Public Works contract services (i.e. staffing, capital projects, interagency, etc) | | | | | | |
| Staffing costs | $75.00 minimum up to 1st hour | $75.00 per hour after 1st hour | | | | |
| Heavy equipment costs | $100.00 minimum up to 1st hour | $100.00 per hour after 1st hour | | | | |
| **Rate billed by the City includes time for mobilization and demobilization. | | | | | | |
| Street Light Installation Charge - Charged to new development | Actual cost of installation | | | | | |
| Traffic Evaluation Request * | $300.00 Per application | | | | | |

*Reimbursement may be provided if the specified area is found to be in need of correction.
**1st time offense is eligible for a $20.00 reduction in fee with a mandatory appearance at city hall and receipt of parking information.

## Miscellaneous

***All Fees Are Effective July 1, 2020 Except As Noted (All fees paid with credit card are subject to 1% fee)***

| Fee Description | | Current Base Fee | | Additional Fee | | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|---|---|---|---|---|---|---|---|---|---|
| **Faxes** | | | | | | | | | |
| Local | | $2.00 | per call | NA | NA | | | | |
| Long Distance | | $1.00 | per page | $0.10 | NA | | | | |
| **Copies** | | | | | | | | | |
| 8 1/2 " x 11" - single sheet B&W | | $0.25 | per sheet | NA | NA | | | | |
| 8 1/2 " x 11" - single sheet Color | | $0.50 | per sheet | NA | NA | | | | |
| 11 " x 17" - single sheet B&W | | $0.50 | | | | | | | |
| 11 " x 17" - single sheet Color | | $1.00 | | | | | | | |
| 24" x 36" | | $2.00 | per sheet | NA | NA | | | | |
| Off-site Printing | | Actual Cost | | NA | NA | | | | |
| **Post Office Supplies** | | | | | | | | | |
| Stamps, Packages, Boxes, etc. | | As per approved USPS prices | | | | | | | |
| Bubble Wrap | | $3.99 | | | | | | | |
| Packing Tape Dispensers | | $3.99 | | | | | | | |
| Mailing Carton 12" x 10" x 8" | | $2.19 | | | | | | | |
| Mailing Carton 15"x12"x10" | | $4.99 | | | | | | | |
| Mlg Ctn 9.0625" x 5.625" x 1.25" (DVD/Video) | | $2.59 | | | | | | | |
| Mailing Carton 8" x 8" x 8" | | $3.29 | | | | | | | |
| Photo/Doc Mlr 9.75" x 12.25" (Chipboard) | | $1.89 | | | | | | | |
| Cushion Mailer 6" x 10" | | $1.79 | | | | | | | |
| Cushion Mailer 8.5" x 12" | | $2.19 | | | | | | | |
| Cushion Mailer 10.5" x 16" | | $2.69 | | | | | | | |
| Photo/Doc Mailer 6" x 10" (Chipboard) | | $1.79 | | | | | | | |
| Photo/Doc Mlr 6.5" x 9.5" Corr-Ins peel adh | | $2.09 | | | | | | | |
| Photo/Doc Mlr 9.5" x 12.5" Corr-Ins peel adh | | $2.69 | | | | | | | |
| Bubble Mailer 6" x 10" | | $1.79 | | | | | | | |
| Bubble Mailer 10.5" x 16" | | $2.69 | | | | | | | |
| Bubble Mailer 8.5" x 12" | | $2.19 | | | | | | | |
| Bubble Mailer 12.5" x 19" | | $2.59 | | | | | | | |
| Envelope 6" x 9" | | $0.49 | | | | | | | |
| Utility Mailer 10.5" x 16" | | $1.49 | | | | | | | |
| **Administrative Reports, Documents, and Fees** | | | | | | | | | |
| Financial Report | | | | | | | | | |
| First Copy | | No Charge | per report | NA | NA | | | | |
| Additional | | $5.00 | per report | NA | NA | | | | |
| Budget Document | | | | | | | | | |
| First Copy | | No Charge | per report | NA | NA | | | | |
| Additional | | $5.00 | per report | NA | NA | | | | |
| Audio Recordings on CD | | $10.00 | per CD | NA | NA | | | | |
| Certification of Copies | | $2.00 | per copy | NA | NA | | | | |
| Administration Processing Fee | | $50.00 | Per hour | | | | | | |
| GRAMA Records Request | | | | | | | | | |
| Records Request | | $0.25 | per page | | | | | | |
| Research, compilation, editing, redaction, etc. | | $0.00 | per minute (first 30 min) | $15.00 | per hour (31+ minutes) | | | | |
| Passport Photos** | | $10.00 | per photo | NA | NA | | | | |
| Passport Acceptance Fee** | | $35.00 | per application | NA | NA | | | | |
| Passport Express Mail Fee (1-2 day delivery)** | | $30.00 | per application | NA | NA | | | | |
| Notarization | | $5.00 | per stamp | NA | NA | | | | |
| Subdivision Ordinance Book | | | | | | | | | |
| Entire Book | | $15.00 | per book | NA | NA | | | | |
| Per Chapter | | $1.50 | per chapter | NA | NA | | | | |
| General Plan Book | | $15.00 | per book | NA | NA | | | | |
| **Maps (includes Zoning, General Plan, Garbage Pick-up, Master Transportation etc.)** | | | | | | | | | |
| 8 1/2 " x 11" | Size A | $3.00 | per map | NA | NA | | | | |
| 11" x 17" | Size B | $5.00 | per map | NA | NA | | | | |
| 22" x 34" | Size D | $15.00 | per map | NA | NA | | | | |
| Map Research & Compilation | | $50.00 | per hour | | | | | | |
| Maps on disk | | $10.00 | per disk | NA | NA | | | | |

## Miscellaneous

***All Fees Are Effective July 1, 2020 Except As Noted (All fees paid with credit card are subject to 1% fee)***

| Fee Description | Current Base Fee | Additional Fee | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|---|---|---|---|---|---|---|
| **Collections** | | | | | | |
| Returned Check Fee | $20.00 per check | NA NA | | | | |
| Warrant Collection Fee | 2.75% of outstanding warrant balance | | | | | |
| Outside Collection Agency Fee | 25.00% of balance owed to City | | | | | |
| **Candidate Filing Fee for Public Office** | $25.00 per application | NA NA | | | | |
| **City Hall Lobby Rental *** | | | | | | |
| Small Events (< 25 persons - no food present) | | | | | | |
| Resident | $100.00 per rental * | $35.00 per hour for staffing | | | | |
| Non-resident | $150.00 per rental * | $40.00 per hour for staffing | | | | |
| Small Events (< 25 persons - with food present) | | | | | | |
| Resident | $200.00 per rental * | $40.00 per hour for staffing | | | | |
| Non-resident | $300.00 per rental * | $45.00 per hour for staffing | | | | |
| Large Events (> 25 persons - no food present) | | | | | | |
| Resident | $600.00 per rental * | $45.00 per hour for staffing | | | | |
| Non-resident | $900.00 per rental * | $50.00 per hour for staffing | | | | |
| Large Events (> 25 persons - with food present) | | | | | | |
| Resident | $600.00 per rental * | $50.00 per hour for staffing | | | | |
| Non-resident | $900.00 per rental * | $55.00 per hour for staffing | | | | |
| **City Hall Chambers Rental *** | | | | | | |
| Small Events (< 25 persons - no food present) | | | | | | |
| Resident | $200.00 per rental * | $35.00 per hour for staffing | | | | |
| Non-resident | $300.00 per rental * | $40.00 per hour for staffing | | | | |
| Large Events (< 25 persons - no food present) | | | | | | |
| Resident | $600.00 per rental * | $40.00 per hour for staffing | | | | |
| Non-resident | $900.00 per rental * | $45.00 per hour for staffing | | | | |
| **City Hall Lobby and Chambers Rental *** | | | | | | |
| Small Events (< 25 persons - no food present) | | | | | | |
| Resident | $300.00 per rental * | $35.00 per hour for staffing | | | | |
| Non-resident | $400.00 per rental * | $40.00 per hour for staffing | | | | |
| Small Events (< 25 persons - with food present) | | | | | | |
| Resident | $400.00 per rental * | $40.00 per hour for staffing | | | | |
| Non-resident | $500.00 per rental * | $45.00 per hour for staffing | | | | |
| Large Events (> 25 persons - no food present) | | | | | | |
| Resident | $700.00 per rental * | $50.00 per hour for staffing | | | | |
| Non-resident | $800.00 per rental * | $55.00 per hour for staffing | | | | |
| Large Events (> 25 persons - with food present) | | | | | | |
| Resident | $900.00 per rental * | $55.00 per hour for staffing | | | | |
| Non-resident | $1,000.00 per rental * | $60.00 per hour for staffing | | | | |
| **Miscellaneous** | | | | | | |
| Sale of Mulch | $25.00 per cubic yard | | | | | |
| Sale of Dirt | | | | | | |
| Resident | $20.00 per cubic yard | $30.00 Delivery Fee | | | | |
| Non-resident | $25.00 per cubic yard | $40.00 Delivery Fee | | | | |

* 50% of rental fee will be refunded upon satisfactory cleanup of facility and no damages.

** The Department of State also charges passport processing fees, expedited fees, and file search fees in addition to our Syracuse City processing fees. These fees are sent directly to the Department of State with the passport applications. See our website for additional information and required fees.

# COUNCIL AGENDA
October 13, 2020

Agenda Item **"8"** Appeal of Administrative Decision Filed by Paula Knighton

## *Factual Summation*

- Please see attached Appeal of Administrative Decision and Memorandum in Response to the Appeal

- City Code provides the following:

**10.20.120 Appeal of administrative decisions.**

(A) Purpose. This section sets forth procedures for appealing an administrative decision applying provisions of this title.

(B) Authority. The Board of Adjustment, Planning Commission, or City Council, as designated in this title, shall hear and decide appeals from administrative decisions applying the provisions of this title as provided in this section.

(C) Initiation. Any person adversely affected by a decision administering or interpreting a provision of this title may appeal to the Board of Adjustment or City Council, as applicable. A complete application for an appeal shall be filed within 15 days of the decision.

(D) Procedure. An appeal of an administrative decision shall be considered and processed as provided in this subsection.

(1) A complete notice of appeal shall be submitted to the office of the Community Development Department on a form established by the Department along with the fee established by the City in its consolidated fee schedule. The notice of appeal shall include at least the following information:

(a) The decision appealed;

(b) Grounds for the appeal; and

(c) A description of the action claimed by the applicant to be incorrect.

(2) After the notice of appeal is determined to be complete, the City shall schedule a hearing before the appropriate body. Notice of the hearing, whether before the Board of Adjustment or City Council, shall be given as provided in SCC 10.20.040. Prior to the hearing, the Community Development Department shall transmit to the appellate body all papers constituting the record of the appealed action.

(3) An appeal to the Board of Adjustment, Planning Commission, or City Council shall not stay proceedings taken in furtherance of the action appealed, unless such proceedings are specifically stayed by order of the Land Use Administrator. An appellant may request a stay by submitting to the Land Use Administrator, in writing, a request for a stay setting forth the reasons why a stay is necessary to protect against imminent harm. In determining whether or not to grant a stay, the Land Use Administrator shall assure that all potentially affected parties are given the opportunity to comment on the request. A ruling on the request for a stay shall be given within five days from the submittal date to the Land Use Administrator. The Land Use Administrator, in granting a stay, may impose additional conditions to mitigate any potential harm caused by the stay, including requiring the appellant to post a bond. Within 10 days of the Land Use Administrator's decision regarding the grant or denial of a stay, any aggrieved party may appeal the decision to the appellate body with jurisdiction over the appeal, whose decision will be final.

(4) The appellate body shall conduct a hearing based upon the record only, taking no new testimony or new information but relying solely upon the information and final decision of the officer or body from whom the appeal was taken. The appellate body shall thereafter affirm or reverse, wholly or in part, the lower decision, modify that decision, or impose any conditions needed to conform the matter appealed to applicable approval standards. If the prior decision is supported by substantial evidence, the appellate body shall affirm that decision. The appellate body shall have all the powers of the officer or body from whom the appeal was taken and may issue or direct the issuance of a permit.

(5) A record of all appeals shall be maintained in the office of the Community Development Department.

## *Action Items*

The following items outline the actions to be taken:

1. Conduct the Hearing as provided in Subsection (4) of the above section 10.20.120.
2. Decide whether to grant relief by affirming, reversing, modifying or imposing any conditions necessary to conform the matter appealed to applicable approval standards
3. The councilmember making the motion should state findings supporting the Council's decision.

# Administrative Appeal Document

# Appeal of Administrative Decision Application

**Syracuse City Community Development**
1979 West 1900 South, Syracuse, UT 84075
Phone: (801) 825-1477 Website: www.syracuseut.com
Email: planning@syracuseut.com

Updated 8/14/2017

## Subject Property Information

| Address | Date: |
|---|---|
| approx 1283 W 1700 S | 9/21/20 |
| Parcel: 12-086-0106, 12-086-0098, 12-086-0100, 12-086-0095, 12-086-0105 | Code Section: 2020-20 |

## Property Owner(s) Information

Name(s) of person(s) listed on parcel

| Address: | City: | State: | ZIP: |
|---|---|---|---|
| | | | |

| Office Phone: | Cell Phone : | Email: |
|---|---|---|
| | | |

## Applicant Information (if different from Property Owner)

Name (and authorized agent, if any): Paula Knighton

| Address: | City: | State: | ZIP: |
|---|---|---|---|
| 1795 W 1825 S | Syracuse | UT | 84075 |

| Office Phone: | Cell Phone: | Email: |
|---|---|---|
| | 801.389.2736 | Pyamasaki@msn.com |

## Include the Following Information:

(a) The decision appealed; Ordinance 2020-20

(b) Grounds for the appeal; and See attached

(c) A description of the action claimed by the applicant to be incorrect. See attached

Please describe your Appeal Request: (attach additional pages if neccessary)

See attached

I (we) certify under penalty of perjury that this application and all information submitted as a part of this application is true, complete and accurate to the best of my knowledge. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I (we) understand that Syracuse City may rescind any approval, or take any other legal or appropriate action. I (we) also acknowledge that I (we) have reviewed the applicable sections of the Syracuse City Code and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. I (we) also agree to allow the Staff, Planning Commission, or City Council or appointed agent(s) of the City to enter the subject property to make any necessary inspections thereof.

Property Owner Signature _____ Date _____ Applicant Signature _____ Date _____

## FOR OFFICE USE ONLY

| Date Received and Paid: | Received by: | Receipt # | Application Fee: |
|---|---|---|---|
| 9-21-20 | NS | | Applicaton Fee $200.00 |

Payment Type: ☐ Cash ☐ Credit Card ☐ Check#_____

Land Use Authority Date:

City Council Decision and Date:

Total $200

# Excerpts from Syracuse City Code

**10.20.120 Appeal of Administrative Decisions.**
(A) Purpose. This section sets forth procedures for appealing an administrative decision applying provisions of this title.

(B) Authority. The Board of Adjustment, Planning Commission, or City Council, as designated in this title, shall hear and decide appeals from administrative decisions applying the provisions of this title as provided in this section.

(C) Initiation. Any person adversely affected by a decision administering or interpreting a provision of this title may appeal to the Board of Adjustment or City Council, as applicable. A complete application for an appeal shall be filed within 15 days of the decision.

(D) Procedure. An appeal of an administrative decision shall be considered and processed as provided in this subsection.

(1) A complete notice of appeal shall be submitted to the office of the Community Development Department on a form established by the Department along with the fee established by the City in its consolidated fee schedule. The notice of appeal shall include at least the following information:

(a) The decision appealed;

(b) Grounds for the appeal; and

(c) A description of the action claimed by the applicant to be incorrect.

(2) After the notice of appeal is determined to be complete, the City shall schedule a hearing before the appropriate body. Notice of the hearing, whether before the Board of Adjustment or City Council, shall be given as provided in SCC 10.20.040. Prior to the hearing, the Community Development Department shall transmit to the appellate body all papers constituting the record of the appealed action.

(3) An appeal to the Board of Adjustment, Planning Commission, or City Council shall not stay proceedings taken in furtherance of the action appealed, unless such proceedings are specifically stayed by order of the Land Use Administrator. An appellant may request a stay by submitting to the Land Use Administrator, in writing, a request for a stay setting forth the reasons why a stay is necessary to protect against imminent harm. In determining whether or not to grant a stay, the Land Use Administrator shall assure that all potentially affected parties are given the opportunity to comment on the request. A ruling on the request for a stay shall be given within five days from the submittal date to the Land Use Administrator. The Land Use Administrator, in granting a stay, may impose additional conditions to mitigate any potential harm caused by the stay, including requiring the appellant to post a bond. Within 10 days of the Land Use Administrator's decision regarding the grant or denial of a stay, any aggrieved party may appeal the decision to the appellate body with jurisdiction over the appeal, whose decision will be final.

(4) The appellate body shall conduct a hearing based upon the record only, taking no new testimony or new information but relying solely upon the information and final decision of the officer or body from whom the appeal was taken. The appellate body shall thereafter affirm or reverse, wholly or in part, the lower decision, modify that decision, or impose any conditions needed to conform the matter appealed to applicable approval standards. If the prior decision is supported by substantial evidence, the appellate body shall affirm that decision. The appellate body shall have all the powers of the officer or body from whom the appeal was taken and may issue or direct the issuance of a permit.

(5) A record of all appeals shall be maintained in the office of the Community Development Department. [Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Code 1971 § 10-4-120.]

http://www.codepublishing.com/UT/Syracuse/html/Syracuse10/Syracuse1020.html#10.20.120

**NOTE:** Applicant shall furnish the information on this form for purposes of identification and expediting the request in full knowledge that it may become public record pursuant to provisions of the Utah State Government Records Access and Management Act (GRAMA). Use of this information will be only for necessary completion and execution of the requested transaction. If applicant so chooses not to supply any requested information, applicant accepts the additional time in processing or inability to process the application at all. If applicant is an "at-risk government employee" as defined in Utah Code Ann. § 63-2-302.5, please inform a member of the Department staff upon submission of the application. Syracuse City does not currently share any private, controlled, or protected information with any other person or government entity.

SYRACUSE CITY CORP.
1979 W 1900 S
SYRACUSE UT 84075 825-1477

Receipt No: 5.048676 Sep 21, 2020

Paula Knighton

| | |
|---|---|
| Previous Balance: | .00 |
| SUNDRY | |
| Appeal of Administrative Decision | 200.00 |
| 10-36-90 | |
| SUNDRY REVENUES | |
| Total: | 200.00 |
| CHECK | |
| Check No: 4077 | 200.00 |
| Total Applied: | 200.00 |
| Change Tendered: | .00 |

09/21/2020 1:44 PM

**Appeal of Administrative Decision**

(a) The decision appealed: Syracuse City Council September 8th, 2020 Agenda Item #8: legislative approval of 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.

(b) Grounds for the appeal: **Administrative decisions/actions leading to the legislative approval of the rezone are not in compliance with city ordinances as written. This makes the legislative action unlawful.**

1. Ordinance No. 2020-20 states "WHEREAS, the Council finds … that the Development Plan presented meets the requirements of the MXD zone text." Reference itemized noncompliance issues in (c) below.
2. Ordinance 10.92.050 Development process states that "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. …Upon zoning approval, the development plans shall be a binding zoning document that runs with the land." Reference itemized noncompliance issues in (c) below that will be bindinging documents if ordinance approval stands.
3. The Development Agreement for the Holt Garden Homes Project 5.5 states "Architecture. … 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." Ref itemized noncompliance issues in (c) below.
4. Reference attached Case Law attachments. Citizens v. Springville City where "the Utah Supreme Court reminded the city that it (the city) had written the ordinances and it (the city) chose the word "shall" in the reference to the canal company's approval, so it (the city) was bound by the rules just like everyone else." Caster v. West Valley City where "the word "or" was used instead of the word "and,"… the ordinance was interpreted as it read." Utah state law gives precedence to literal wording of ordinances and grants little credence to interpretation.

(c) A description of the action claimed by the applicant to be incorrect:

1. Voting on this ordinance was not recorded by roll call. Ordinance 2.10.100 Voting (A) states "How Taken. A roll call vote shall be taken and recorded for all ordinances, resolutions, and any action which would create a liability against the City and in any other case at the request of any member of the City Council by a "yes" or a "no" vote. Every resolution or ordinance shall be in writing before the vote is taken."
2. The rezone approval was accompanied by an approval to execute a Development Agreement. Ordinance 10.92.050 Development process states in the first paragraph that "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 ordinance does not authorize approval to execute a development agreement upon approval of the rezone but states that the agreement must be approved concurrently. The development agreement was still in negotiation making the rezone approval premature.
3. NOTE: FOLLOWING POINTS ARE BASED ON HOLT GARDEN HOMES CONCEPT PLAN INCLUDED IN THE CITY COUNCIL AGENDA FOR 9.8.20. NOTE: Ordinance 10.05.070 Effect of other ordinances and regulations states: "Wherever the provisions of any other applicable statute, ordinance, or regulation establish higher or more restrictive standards than the provisions of this title, the provisions of such other statute, ordinance, or regulation shall govern." This ordinance is applicable across all items presented in section (c). The items identified in this appeal review only a small portion of the ordinances and do not constitute a complete listing of non-compliant elements of the concept plan submitted and approved by the City Council but are intended to motivate more extensive evaluation of required compliance prior to approving this (or any other) ordinance.
4. Density per acre is not tapered down when abutting single-family development. Ordinance 10.92.040 Development Standards (B) Density states: "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."

5. Apartment parking density = 2.11 stalls/unit, Ordinances indicate 3.0 stalls/unit are required. Ordinance 10.92.060 Off-street parking and loading states "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." The proposed concept plan meets this requirement, however, Ordinance 10.40.030 General provisions (G) Uses Not Mentioned states that "In the case of a use not specifically mentioned herein, the requirements for the most similar use so mentioned, as decided by the Land Use Authority shall apply." Ordinance 10.40.040 Minimum and maximum parking spaces states that "Each land use as listed below shall provide the required off-street parking. For any use not listed, the requirements for the most similar use listed shall apply." The table in 10.40.040 lists "Four-family dwellings" with a minimum of 2.5 parking spaces per dwelling unit. Ordinance 10.40.040 Other parking provisions (B) "Additional Off-Street Parking areas. Additional off-street parking areas for common public use is required in residential zones and subdivisions where: (1) Street widths are at less than 35 feet between the top-back-of-curb(TBC) on either side of the street; or (2) Street widths are at or less than 30 feet of pavement in areas without curb, measured from the edge of asphalt of concrete. The layout, spacing, and number of stalls shall be recommended by the City Engineer and approved by the Land Use Authority and shall include: (a) A minimum of one stall for two dwelling units."
6. Apartment Buildings A-9, A-10, A-11, A12, and A13 have first-floor front doors not facing the public road or private drive. Ordinance 10.92.040 Development Standards (E) Site Design (1) states "Buildings shall be positioned on the site so that all first-floor front doors face the public road or private drive." The east sides of A-10 and A012 and the west sides of A-9, A-11 and A-13 do not comply with this ordinance as their first-floor front doors face a courtyard and do not face the public road or private drive.
7. Syracuse Office Condo's South Elevation (p 243 of 385 in City Council Agenda of 9.8.20) Ordinance 10.92.040 Development Standards (F) Architecture (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; (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." Ordinance 10.92.040 Development Standards (F) Architecture (3) Building Height (7) states "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." Ordinance 10.92.040 Development Standards (F) Architecture (3) Building Height (12) states "Buildings designed with completely flat facades and monotone color schemes are not permitted." Ordinance 10.92.040 Development Standards (F) Architecture (3) Building Height (16) states "Architectural variation between each building segment is required." Ordinance 10.92.040 Development Standards (F) Architecture (3) Building Height (23) states "A minimum of three colors and materials per exterior elevation is required." The Syracuse Office Condo South Elevation does not appear to comply with these ordinances and complies minimally with any horizontal roofline variation requirements. The building is not strictly monochromatic but it is "monotone color scheme".
8. Townhomes (p 244 of 385 in City Council Agenda of 9.8.20) Ordinance 10.92.040 Development Standards (F) Architecture (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; (g)A design including similar architectural features to the example image below, but not construed as a requirement to match exactly." Ordinance 10.92.040 Development Standards (F) Architecture (3) Building Height (12) states "Buildings designed with completely flat facades and monotone color schemes are not permitted." Ordinance 10.92.040 Development Standards (F)

Architecture (3) Building Height (16) states "Architectural variation between each building segment is required." Ordinance 10.92.040 Development Standards (F) Architecture (3) Building Height (23) states "A minimum of three colors and materials per exterior elevation is required." The townhome concept elevations do not comply with these ordinances and complies minimally with other ordinances. The buildings are not strictly monochromatic but are "monotone color scheme" and do not have enough architectural variation between units or buildings to "give the appearance of multiple buildings built over a long period of time".

9. Apartments (pp 245-254 in City Council Agenda of 9.8.20) Ordinance 10.92.040 Development Standards (F) Architecture (3) Building Height (23) states "A minimum of three colors and materials per exterior elevation is required." Elevations provided give % of required brick, rock or stone but then have a statement "**Remainder of material to be fiber cement siding" which does not comply with three materials required in 10.92.040(F)(3)(23).
10. Apartments (pp 245-254 in City Council Agenda of 9.8.20) Ordinance 10.92.040 Development Standards (F) Architecture (3) Building Height (21) states "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." The stairway entrance is not differentiated prominently from the first floor door way entrances on most of the elevations.
11. Apartments (pp 245-254 in City Council Agenda of 9.8.20) Ordinance 10.92.040 Development Standards (F) Architecture (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; (d) Large first floor windows and/or storefronts covered by canopy or trellis; (g)A design including similar architectural features to the example image below, but not construed as a requirement to match exactly." Review for compliance by Noah Steele dated 9.2.20 states that "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."
12. Ordinance 2020-20 also does not meet Utah Building Code Amendment H.B. 29 signed by the Governor 4/1/2020. Section 10-5-1332. "Fees collected for construction approval—Approval of plans. (5) An applicant shall ensure that each construction project plan submitted for a plan review under this section has a statement indicating that actual construction will comply with applicable local ordinances and building codes."
13. Review for compliance by Noah Steele dated 9.2.20 states that "Planning Commission is recommending that the units adjacent to single family be max of two stories."

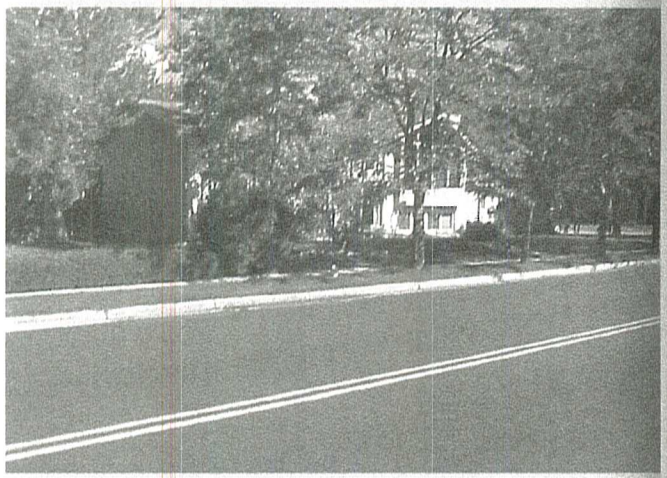
The items identified in this appeal review only a small portion of the ordinances and do not constitute a complete listing of non-compliant elements of the concept plan submitted and approved by the City Council but are intended to motivate more extensive evaluation of required compliance prior to approving this (or any other) ordinance.

Please describe your Appeal Request:

1. Rescind all actions taken on Agenda Item #8 City Council Regular Meeting September 8, 2020 regarding ordinance 2020-20 and the Development Agreement.
2. Follow all ordinances exactly as currently written for all future legislative action.
3. Review all ordinances and remove ambiguity from the ordinances and their intersections.

In other words, if we don't specifically allow it, you can't do it.

The court had no problem with this case. Citing the evidence that the code limited occupancy to "families" and Brown was, indeed, renting to "families," the court held in his favor. The Sandy ordinance did not limit the rental of properties to a certain minimum period of time and the city could not read in to the ordinance what the ordinance clearly did not say. Although the city could have passed such an ordinance, it had not. Lacking an ordinance, the zoning administrator could not invent language that did not exist. This is not to say that the court concluded that a community must list every use that is prohibited in each zone in order to avoid a glue factory in the R-1 zone, but the point was clearly made. Local leaders may impose a wide range of restrictions by regulation, but they can't enforce a law they have not adopted.



*Above is the home that Steve Brown rented overnight to skiers, giving rise to a Utah appellate court decision that restated the rule that zoning ordinances are to be interpreted narrowly and in favor of the use of the property.*



## Does Every Word in an Ordinance Count ?

### Case Law — Caster v. West Valley City

West Valley City was involved in another case that vividly illustrates how strictly the courts read the ordinances.[13] A property owner named Caster had a junkyard he called "Back Yard Auto" near the Rocky Mountain Raceway on 2100 South. The junkyard could only exist as a grandfathered use since it could not be legally created under the current ordinance.

A grandfathered use must be continued without interruption by the property owner in order to be legal. The city claimed that Caster had abandoned the use because he had not sold or disassembled junk cars for more than a year. The city wanted all junkyard activity to stop and the old cars hauled away.

West Valley won at trial, but lost at the Court of Appeals. The record showed there had been continuous use of the property to store abandoned autos for many years. The city ordinance defined the junkyard use as "the use of any lot . . . for the sale, storage, keeping, or disassembly of junk or discarded or salvaged material."




*Back Yard Auto's non-conforming use of property was the subject of* Caster v. West Valley City.

Since the word "or" was used instead of the word "and," reasoned the appellate court, doing any of the listed activities preserved the right to all of them. Since Caster had "stored" and "kept" old cars, he could resume the "sale" or "disassembly" at any time. The ordinance was interpreted as it read—and the junkyard use was preserved since the ordinance provided that any one of the listed uses constituted a junkyard use.

**Read the ordinance.**

Bottom line—read the ordinance. If it is not being interpreted correctly and the result goes against your interests, an appeal can resolve the matter in your favor.

## 2. Building, Fire, Landmark, Impact Fee and Health Code Appeals

### Nature of the decision

A specific application or interpretation of a local code or specialized ordinance can be appealed if the person objecting believes it is being applied inappropriately. Each code typically makes a provision for appeals from decisions interpreting or applying the code.

### When and where must the appeal be filed?

See the applicable code provisions. Perhaps no one has even checked to find out what appeals may be possible. Be patient as the local officials figure out how to respond to your request for appeal. There is often no fee for an appeal.

### Who makes the decision?

It depends on what the code says. The decision of a building inspector may be appealed to the chief building official. The chief building offical's decision may be appealed to the local building inspection board of appeals or to the state building board, for example.



### What notices are required?

Sometimes none is required. If the entity making the decision is a body defined as being subject to the Open and Public Meetings Act (most governmental bodies are), then the minimal 24-hour notice must be provided.

### What public input is required?

There is none required unless the board or official making the decision invites or allows it.

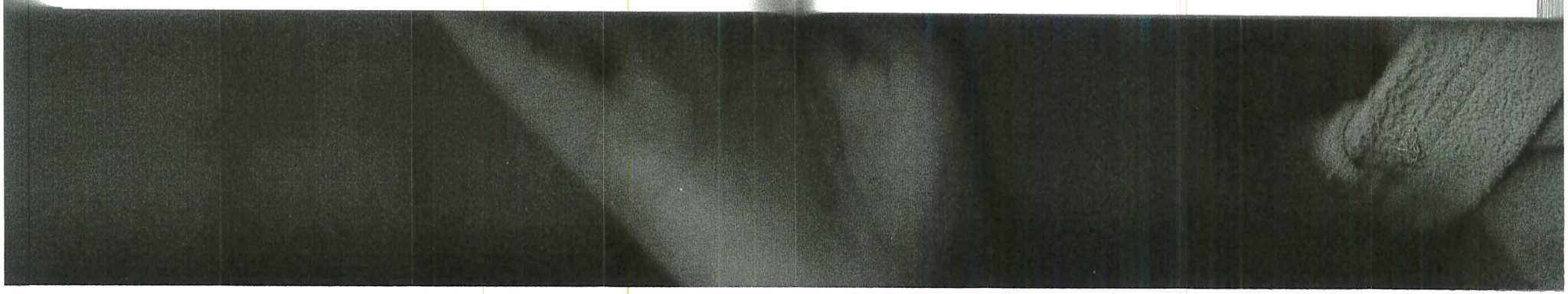
### What are the issues?

The main issue is whether the official whose decision is appealed made a correct application of the code or rule. As with zoning appeals, unless local ordinance provides otherwise, no deference need be allowed the local official. The question is whether or not the decision is "correct," not whether or not the decision was supported by some good reason. See the discussion on pages 190-191.

### How is the decision appealed?

It depends on the code or ordinance involved. If no means of appeal is provided, then a final decision, made after exhausting local administrative remedies, can be appealed to the district court. Arbitration or mediation also can be requested through the property rights ombudsman.

Be certain the appeal is made in a timely manner. If you miss the deadline, your appeal cannot be heard.



individual. Sometimes legal battles are like real ones—such as the Civil War, which was expected to last a few weeks and went on for five years, leaving incalculable damage to the nation.

It is certainly wise to consider all options before litigation. And after a land use lawsuit is commenced by the filing of a Petition for Review with the district court, it is still a good idea to pursue every option to compromise and settle the matter, as long as settlement results in a fair resolution.

That said, however, there are certainly cases that must be heard and must go to the appellate courts if we are to clarify the law. Sometimes there are issues of such novelty and importance that the courts must take a position for the good of all. There is no question that there are times when no other options exist, and both government entities, property owners, citizens, and planners need answers that only the courts can give.

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[1] *Brendle v. Draper*, 937 P.2d 1044 (Utah App. 1997).
[2] *Patterson v. American Fork*, 2003 UT 7, ¶20, 67 P. 3d 466 (Utah 2003).
[3] Utah Code Ann. §10-9a-701(1)(b) (municipalities); Utah Code Ann. §17-27a-701(1)(b) (counties).
[4] *Brendle*, Id.
[5] Utah Code Ann. §52-4-2(3)(a) defines a public body.
[6] *Brown v. Sandy City Bd. of Adjustment*, 957 P. 2d 207 (Utah App. 1998); *Carrier v. Salt Lake County*, 2004 UT 98 at ¶25-28.
[7] Id.
[8] Id.
[9] Utah Code Ann. §10-9a-509 (municipalities); Utah Code Ann. §17-27a-508 (counties).
[10] Utah Code Ann. §10-9a-801(2)(b) (municipalities); Utah Code Ann. §17-27a-801(2)(b) (counties).
[11] Sandy City, UT, Development Code, cited by the Utah Court of Appeals as §15-7-5(b)(2) and §15-7-3(b)(2), (1996).
[12] Id. §15-6-2.
[13] *Caster v. West Valley City*, 2001 UT App. 212, 29 P. 3d 22 (Utah App. 2001).
[14] Utah Code Ann. §63-90a-4.
[15] Utah Code Ann. §63-90a-4(2)(c).
[16] Utah Code Ann. §10-9a-801 (municipalities); Utah Code Ann. §17-27a-801 (counties).
[17] Utah Code Ann. §63-34-13(1).
[18] Utah Code Ann. §10-9a-801(2) (municipalities); Utah Code Ann. §17-27a-801(2) (counties).
[19] Utah Code Ann. §10-9a-708 (municipalities); Utah Code Ann. §17-27a-708 (counties).

29 P.3d 22 (2001)
2001 UT App 212

**Charles CASTER dba Back Yard Auto, Plaintiff and Appellant,**
**v.**
**WEST VALLEY CITY, Defendant and Appellee.**

No. 20000619-CA.

**Court of Appeals of Utah.**

June 28, 2001.

Bruce R. Baird, Baird & Jones, Salt Lake City, for Appellant.

Nicole Cottle and J. Richard Catten, West Valley City Attorney's Office, West Valley City, for Appellee.

Before Judges JACKSON, BENCH, and BILLINGS.

23*23 # AMENDED OPINION[1]

JACKSON, Associate Presiding Judge:

¶ 1 Charles Caster (Caster) appeals the district court's dismissal of his appeal from the decision by the West Valley City (West Valley) Board of Adjustment (the Board) that the nonconforming use on Caster's property had been discontinued and abandoned. We reverse.

## BACKGROUND

¶ 2 Caster purchased the property at issue in 1997 from the operators of A & N Auto Wrecking with plans to begin operating Back Yard Auto as an auto wrecking yard. The property is located in a low density residential area; however, West Valley approved the nonconforming use in 1980. A & N Auto Wrecking had obtained a business license each year, and Caster obtained a business license after purchasing the property in 1997. Caster's license was later revoked at the insistence of the zoning administrator who noted that the property had a "pending enforcement case" for violations including "outside storage violations (junk autos)."

¶ 3 Caster appealed the Zoning Administrator's revocation decision to the Board, which rejected his appeal, concluding that "the auto wrecking yard [had] not been in continuous use and [was] not in harmony with the surrounding neighborhood and in keeping with the Master Plan." Caster appealed the Board's decision to the district court. The district court remanded for the Board to consider whether the prior property owners intended to continue their business operations. The Board concluded that prior owners did not intend to continue their business operations on the property. Caster appealed a second time to the district court, which granted West Valley's motion to dismiss. Caster appeals from the district court's dismissal.

## ISSUE AND STANDARD OF REVIEW

¶ 4 Here we review the district court's grant of West Valley's motion to dismiss Caster's appeal. "When a district court's review of an administrative decision is challenged on appeal and the district court's review was limited to the record before the board, `"we review the administrative decision just as if the appeal had come directly from the agency."'" *Wells v. Bd. of Adjustment of Salt Lake City Corp.*, 936 P.2d 1102, 1104 (Utah Ct.App.1997) (citations omitted). Here, the district court's review was limited to the record, *see* Utah Code Ann. § 10-9-708(5) (1996), thus,

we review the appeal "`"as if the appeal had come directly from the agency."'" *Wells*, 936 P.2d at 1104. We will "affirm the decision of the board of adjustment if the decision is supported by substantial evidence in the record." Utah Code Ann. § 10-9-708(6) (1996). "Substantial evidence is that quantum and quality of relevant evidence that is adequate to convince a reasonable mind to support a conclusion." *Patterson v. Utah County Bd. of Adjustment*, 893 P.2d 602, 604 n. 6 (Utah Ct.App.1995) (internal quotations and citations omitted).[2]

# ANALYSIS

¶ 5 A property owner must *continually maintain* the nonconforming use of the property to retain the nonconforming use status. *See* Utah Code Ann. § 10-9-103(1)(*l*)(ii) (1996). If the property owner abandons the nonconforming use, subsequent uses of the property must be in harmony with the current zoning regulations. *See* West Valley, Utah, Ordinance § 7-18-106(3) (1997). Further, if the property owner discontinues the nonconforming use for a continuous time period longer than one year, the nonconforming use is deemed abandoned. *See id.* The Board concluded that the nonconforming use was discontinued for a period longer than one continuous year. However, Caster argues that because business licenses have been obtained annually and vehicles have 24*24 always been stored and kept on the property, the property has been continuously used as an auto wrecking and salvage yard.

¶ 6 The Board received uncontradicted documentary and testimonial evidence that a business license for the nonconforming use had been obtained every year, and that a few cars were continuously stored or kept on the property. The Utah Code definition of "automobile graveyards," *see* Utah Code Ann. § 27-12-137.3 (1997) (renumbered at Utah Code Ann. § 72-7-202 (Supp.1999)) (defining "automobile graveyards" as places used for "storing, keeping, buying, *or* selling" used car parts; and "junkyards" as places used for "storing, keeping, buying, *or* selling junk" (emphasis added)), and the West Valley Ordinance definition of "junkyards," *see* West Valley, Utah, Ordinance § 7-1-103(97) (1997) (defining "junkyard" as "the use of any lot... for the sale, storage, keeping, *or* disassembly of junk or discarded or salvaged material" (emphasis added)), both contain disjunctive language. Using the disjunctive word "or," rather than the conjunctive word "and," permits the mere storage or keeping of motor vehicles as a use under the definition. Thus, storing or keeping motor vehicles on a property constitutes the minimum activity required for continued use of the property.[3]

¶ 7 The Board heard uncontradicted testimony that the property had "five or six [old] cars in there for the last ten or fifteen years." This testimony established that motor vehicles had been continuously stored or kept on the property during the period in question. A member of the Board recognized that the cars had been stored on the property, but decided that storage did not constitute a nonconforming use of the property. Other evidence on the record indicated that there was limited activity on the property; however, the extent of human presence or of buying and selling is not dispositive. According to West Valley's ordinance, merely storing or keeping motor vehicles continues the nonconforming use. Thus, in view of the language in the ordinance, the record does not contain sufficient evidence "to convince a reasonable mind to support [the Board's] conclusion" that the nonconforming use was discontinued or abandoned. *Patterson v. Utah County Bd. of Adjustment*, 893 P.2d 602, 604 n. 6 (internal quotations and citations omitted).

# CONCLUSION

¶ 8 Uncontradicted testimony in the record establishes that the nonconforming use, namely storing and keeping motor vehicles on Caster's property, was continuous during the relevant time period. Thus, the record does not contain substantial evidence supporting the Board's decision to the contrary. Accordingly, we reverse the Board's decision.

¶ 9 WE CONCUR: RUSSELL W. BENCH, J., and JUDITH M. BILLINGS, J.

[1] This Amended Opinion replaces the Opinion issued by the court on June 28, 2001.

[2] Caster also argues that intent should be a factor in the legal analysis of abandonment, and that annual issuance of business licenses for the nonconforming use is evidence of intent to continue the nonconforming use. We do not reach the merits of this argument because we decide this case on the first issue.

[3] A preliminary review of a few municipalities' and counties' ordinances found on the Internet at the Utah League of Cities and Towns's Web site, http://www.ulct.org, reveals that many municipalities besides West Valley define "junkyard," or similar uses, with disjunctive language. *See, e.g.,* Bountiful, Utah, Ordinances § 14-3-102 (1999) ("automobile wrecking yard"); Herriman, Utah, Ordinances § 19.04.305 (2000) ("junkyard"); Murray, Utah, Ordinances § 17.08.020 (1998) ("salvage yard"); Provo, Utah, Ordinances § 14.06.020 (2001) ("junkyard or automobile wrecking yard"); Salt Lake County, Utah, Ordinances § 19.04.320 (2000) ("junkyard"); Taylorsville, Utah, Ordinances § 13.04.305 (2001) ("junkyard"). Thus, the mere storage of wrecked motor vehicles or junk on a property is sufficient to constitute a continued use in these municipalities. Traditional concepts of business activity, namely buying and selling, are not required to maintain a minimal use of the land. Further, municipalities and counties that do not define "junkyard," but allow the use, could be bound by the disjunctive language found in Utah Code Ann. § 72-7-202 (Supp.1999), which defines "automobile graveyard" and "junkyard" in the Junkyard Control Act.

### Citizen Zoning Enforcement: When Your Neighbor (or the Municipality Itself) is in Violation

Usually the local municipality or county will have a method in place that you can use to make complaints about zoning violations. Sometimes the complainant is protected in an effort to keep his name secret, and the compliance officer is the one who actually makes the complaint. If that happens, you may be blessed by the city or county doing all the heavy lifting to get your neighbor to comply with the rules.

There may be some facts about a given situation that allows your neighbor to avoid compliance. Perhaps the use is "grandfathered" or, to use the legal phrase "non-conforming." Perhaps a building or use was erected in violation of the ordinance, but innocently. If it would be grossly unfair to make the property owner remove the offending structure or use after making a large investment, the zoning violation cannot be enforced. This is called "zoning estoppel." Both of these concepts are discussed in detail in Chapter 11.

But if the violation is clear and the municipality chooses to enforce its rules, you are probably going to see some changes in the neighborhood. Life will be better. But what if the city is a partner in the violation (as when a subdivision approval is given illegally) or simply does not wish to enforce the relevant ordinances?

In Utah, there is a special provision in the state statute that allows any property owner in the jurisdiction to enforce the zoning ordinance if they are uniquely and adversely affected by a violation.[4]



## When Can Citizens Enforce the Ordinances?

### Case Law — Citizens v. Springville City

Just a few years ago, a developer in Springville got approval from the planning commission and city council to construct a planned unit development. Some neighbors did not want the land to become a housing tract, so they took the matter to court.

The neighbors claimed the city had not followed its own ordinances in approving the development. Among other seemingly minor concerns, they noted the subdivision ordinance required that if the land involved had a canal running across it, the plat must include a signature from the canal company that the ditch is accurately drawn on the plat.

Although this would seem to be a minor issue (in fact, the city argued as much), the Utah Supreme Court reminded the city that it (the city) had written the ordinances and it (the city) chose the word "shall" in the reference to the canal company's approval, so it (the city) was bound by the rules just like everyone else.

The court said:

> Municipal zoning authorities are bound by the terms and standards of applicable zoning ordinances and are not at liberty to make land use decisions in derogation thereof.[5] The irony of the City's position on appeal is readily apparent: the City contends that it need only "substantially comply" with ordinances that it has legislatively deemed to be mandatory. Stated simply, the City cannot "change the rules halfway through the game."[6] The City was not entitled to disregard its mandatory ordinances.[7]

So if neighbors wish to challenge land use decisions that do not comply specifically with every mandatory provision of the local ordinances, they may? Yes, but—it depends on who is making the challenge. The Springville citizens' case goes on to clarify who can actually succeed in a challenge to local land use decisions:

> The City's failure to pass the legality requirement . . . however, does not automatically entitle plaintiffs (the neighbors) to the relief they requested (nullification of the subdivision approval). Rather, plaintiffs must establish that they were prejudiced by the City's noncompliance with its ordinances, or in other words, how, if at all, the City's decision would have been different and what relief, if any, they are entitled to as a result.[8]

If a property owner is going to challenge a local land use decision, he does not even get to first base unless he can show that some right he enjoys on his property has been significantly injured or otherwise "adversely affected." This provision is imposed by the courts and statutes because there could be so much frivolous litigation brought by those who just want to oppose change. Those who wish to enforce the ordinances are, therefore, required to show what specific harm the conduct of the governmental entity imposes on them that is over and above the general impact an illegal decision has on the community at large.

But generally speaking, citizen/property owners who have a legitimate concern and the wherewithal to mount a challenge have the tools necessary in Utah to succeed if they can point out errors that substantially affect the use and value of their property. If that describes you, then you may have a remedy to your concern even if the municipality is part of the problem.

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[1]While not precisely decided in response to a facial attack on the administrative code enforcement process, a recent decision of the Utah Court of Appeals includes an affirmation of the state law allowing administrative code enforcement. "The Utah Legislature has granted general welfare powers to cities which include the power to pass city ordinances. See Utah Code Ann. § 10-8-84 (1999). Also included in this grant of authority is a city's power to use administrative hearing procedures to enforce local ordinances. See, e.g., *Tolman v. Salt Lake County Attorney*, 818 P.2d 23, 28 & n.6 (stating "procedural rules may appear in statutes, ordinances, or even in an administrative body's own rules")." *West Valley City v. Roberts*, 1999 UT App 358 ¶9.

[2]Utah Code Ann. §10-9a-801(3) (c) (municipalities); Utah Code Ann. §17-27a-801(3) (c) (counties).



[3]Id.

[4]Utah Code Ann. §10-9a-802 (counties) §17-27a-802 (municipalities). Property owners can enforce the ordinance, sue to stop violations or possible future violations, have violating structures removed, or otherwise step into the shoes of the municipality or county and enforce its ordinances for it.

[5]Quoting *Thurston v. Cache County*, 626 P.2d 440, 444 (Utah 1981).

[6]Quoting *Brendle v. Draper*, 937 P.2d 1044, 1048 (Utah App. 1997).

[7]*Springville Citizens v. City of Springville*, 1999 UT 25, ¶30, 979 P.2d 322 (Utah 1999).

[8]Id. ¶31.

979 P.2d 332 (1999)
1999 UT 25

**SPRINGVILLE CITIZENS FOR A BETTER COMMUNITY, including Leland and LaJean Davies, Keith and Joanne Haeffele, Michael and Linda Krau, Blaine and Shirley Robertson, Brian and Marsha Ryder, and Russel and Nancy Weiser, and High Line Ditch Water Users, including Bryan and Belinda Adams, Bert and Debra Bartholomew, Lynn and Maxine Bartholomew, Darrell and Dorothy Bickmore, Merlene Bona, Carl and Rebecca Burrows, Donald and Debra Bushman, Walter and Manita Fowler, David and Ruth Fuller, Donald and Laura Gage, Michael and LaRae Hill, Dale and Melba Jarman, Glendon and Leila C. Johnson, Linda Powers, Blaine and Shirley Robertson, Ronald and Utawna Witney, Plaintiffs and Appellants,**

**v.**

**The CITY OF SPRINGVILLE, a municipality under Utah law (aka Springville City, a municipal corporation or Springville City, a municipality), Mayor Hal Wing, in his official capacity, and John and Jane Does I-XV, Defendants and Appellees.**

No. 980028.

**Supreme Court of Utah.**

March 19, 1999.

333*333 Matthew Hilton, Springville, for plaintiffs.

Jody K. Burnett, Salt Lake City, for defendants.

RUSSON, Justice:

¶ 1 This action arises from a land use decision made by Springville City, granting T. Roger Peay approval to develop a Planned Unit Development ("P.U.D."). Plaintiffs, owners of property neighboring the P.U.D., filed suit against the City challenging the P.U.D.'s approval. The district court granted summary judgment in favor of the City. We reverse the district court's grant of summary judgment and remand for further proceedings consistent with this opinion.

# FACTS

¶ 2 Roger Peay sought approval to develop a P.U.D. in the foothills of Springville, Utah. To obtain approval, Peay had to follow the procedure outlined in the Springville City ordinances. *See* Springville City Code §§ 11-4-304, 11-4-202. These ordinances require P.U.D. applicants to submit numerous documents regarding the proposed development. A process then commences in which first the city planning commission and then the city council review the development plans, with each entity imposing modifications and conditions, if necessary, on those plans. The council is authorized to grant final P.U.D. approval, which is evidenced by the adoption of an ordinance amending the City's zoning map.

¶ 3 On July 11, 1995, Peay appeared before the planning commission seeking sketch plan approval for a thirty-three-acre, forty-eight-lot P.U.D. called Powerhouse Mountain Estates. Between July of 1995 and May of 1996, Peay attended five planning commission meetings and three city council meetings. At each meeting, Peay sought either sketch plan approval or preliminary approval for the P.U.D. On each occasion, the commission and the council imposed modifications on Peay's plans in order to meet the City's P.U.D. requirements. There was considerable

public participation at these meetings, including input from those who are plaintiffs herein. Ultimately, the council rejected Peay's proposal.

¶ 4 On May 28, 1996, Peay started anew before the planning commission. In response to the previously expressed concerns of the council and the commission, the proposed P.U.D. now consisted of thirty-five lots, contained no "deep lots," provided for curbs and gutters on each side of the P.U.D. road and a sidewalk on the downhill side of the road, and provided for an entrance road forty-six feet wide and an interior road forty-one feet wide. The commission voted to give the P.U.D. sketch plan approval and to recommend approval of the preliminary plan.

¶ 5 Thereafter, on July 16, 1996, Peay sought city council approval for the P.U.D. After extended public comment, the council voted four to one to give the P.U.D. preliminary approval subject to twenty-nine conditions. On September 10, 1996, Peay then appeared before the planning commission seeking final approval for the P.U.D., which was now called Stonebury Estates. The commission reviewed the twenty-nine conditions and, contrary to the city code, voted to send the matter to the council without a recommendation, positive or negative.

¶ 6 In a letter to the city attorney dated September 19, 1996, Peay detailed the specific actions he had taken in response to the 334*334 twenty-nine conditions. On September 30, 1996, the city attorney submitted to the mayor and the city council his review of Peay's compliance with the conditions. He opined that Peay had not complied with many aspects of the conditions and that final approval should therefore be withheld.

¶ 7 On October 1, 1996, Peay sought final approval from the council for what he called the "first phase" of the P.U.D., which consisted of seventeen of the thirty-five lots. After a detailed discussion of each of the conditions imposed, the council voted to meet with Peay for a work session, the purpose of which was to evaluate Peay's compliance with the conditions.

¶ 8 Prior to the work session, at the council's request, Peay responded in writing to the city attorney's concerns and conclusions regarding the twenty-nine conditions. Thereafter, with this information before it, the council concluded that sixteen conditions had been met entirely, seven conditions had been met partially or were ready to be met, and six conditions required council action. These six conditions were the focus of the work session.

¶ 9 On October 15, 1996, the council then voted to adopt nine additional conditions, which modified some of the previous twenty-nine conditions. Among other things, these additional conditions (1) allowed the thirty-five-lot P.U.D. to be developed in phases, (2) allowed four of the lots to have less than 20,000 square feet but not less than 17,000 square feet, (3) required Peay to cover the highline ditch through the entire development, and (4) provided that the homeowners' association would own the spring protection area as a common area. Peay agreed to comply with all nine conditions. The council, however, did not refer these additional conditions to the commission for its review, recommendation, or approval, as mandated by the city code.

¶ 10 At a council meeting on November 5, 1996, Peay sought final approval for the seventeen lots comprising the first phase of the P.U.D. After more discussion of the conditions, the council voted to give the first phase "tentative final approval." Then, on November 11, 1996, the council adopted ordinance 19-96, which amended the City's zoning map and gave final approval to the first phase of the P.U.D. This ordinance specifically required compliance with "approved plans, plats, documents, conditions of approval and agreements." Peay ultimately complied with all the conditions imposed by the council.

¶ 11 Plaintiffs thereafter commenced this action against the City in district court, challenging the council's approval of the P.U.D. pursuant to Utah Code Ann. § 10-9-1001, which states:

Any person adversely affected by any decision made in the exercise of the provisions of this chapter may file a petition for review of the decision with the district court within 30 days after the local decision is rendered.

The courts shall:

(a) presume that land use decisions and regulations are valid; and

(b) determine only whether or not the decision is *arbitrary, capricious, or illegal.*

Utah Code Ann. § 10-9-1001(2) & (3) (1996) (emphasis added).

¶ 12 Plaintiffs alleged that the City's approval of the P.U.D. was arbitrary, capricious, and illegal because the City failed to strictly follow its own ordinances, which, under the City's own code, were mandatory. Plaintiffs also alleged violations of state statutory requirements and of the state and federal constitutions. Plaintiffs sought declaratory and injunctive relief and monetary damages.

¶ 13 After conducting discovery, the City moved for summary judgment. The district court held that the City had substantially complied with the ordinances governing approval of the P.U.D. and, on that basis, granted the City's motion for summary judgment. This appeal followed.

¶ 14 On appeal, plaintiffs argue that summary judgment was improper because the City's decision to approve the P.U.D. was arbitrary, capricious, and illegal.[1] According 335*335 to plaintiffs, the decision was illegal because the City failed to comply strictly with several of the ordinances governing P.U.D. approval, many of which include the terms "shall" and "must." Plaintiffs emphasize that under the City's own statutory standard of interpretation, the "[w]ords `shall' and `must' are always mandatory." Springville City Code § 11-10-101(4). Plaintiffs claim that a number of such mandatory procedures outlined as subsections of City Code § 11-4-202 were not satisfied by the City, as well as several other mandatory requirements concerning P.U.D. improvements and documentation under City Code §§ 11-4-301 to -308.

¶ 15 In addition, plaintiffs contend that the City violated City Code § 11-5-7(4), which states that the "Planning Commission *shall not* approve any preliminary plat for any subdivision" unless the irrigation company or persons entitled to use the irrigation ditches "certify that the drawing [showing the location of all irrigation ditches] is a true and accurate representation." (Emphasis added.) Plaintiffs argue that this ordinance was violated when such a certification had not been made prior to the commission's granting the P.U.D. preliminary approval or considering its final approval.

¶ 16 Plaintiffs further assert that the City ran afoul of City Code § 11-5-9, which provides, "The Planning Commission *shall* review the final plat, final engineering drawings and documents, and shall act to approve the plan [or] disapprove the plan," and Utah Code Ann. § 10-9-204(5), which states, "The planning commission *shall* ... (5) recommend approval or denial of subdivision applications as provided in this chapter." (Emphasis added.) Plaintiffs argue that the commission violated this ordinance and statute when, after reviewing the plans submitted for final approval, it voted simply to send the matter to the council without a recommendation, either positive or negative. Plaintiffs contend that the lack of such a recommendation cannot be construed as an implicit approval of the plans because certain amendments to those plans did not exist at the time and, after the amendments were made, the plans were not remanded to the commission for its review.

¶ 17 Plaintiffs also argue that the City breached section 11-5-10 of its code, which states, "If modifications are required [by the city council], such modifications *must* be referred to the Planning Commission and be approved by the Commission." (Emphasis added.) Plaintiffs assert that this ordinance was violated when the additional nine conditions imposed by the council on October 15, 1996, were not sent to the commission for its review, recommendation, or approval.

¶ 18 In addition to these alleged violations, plaintiffs charge that the City violated certain provisions of state statutory law. They claim the City breached Utah Code Ann. §§ 10-9-703 and 10-9-707(2)(a) by, in essence, granting variances which, under these statutes, should have been decided by the board of adjustments. Plaintiffs also posit that the City allowed certain plats to be recorded in violation of both Utah Code Ann. § 10-9-811(1)(b) and some of the conditions of approval imposed on the P.U.D., such as the requirement of eliminating flag lots and tendering water rights. Plaintiffs further claim that the City breached Utah Code Ann. § 10-9-704(1)(a) by not allowing certain grievances to be presented to the board of adjustments.

¶ 19 Finally, plaintiffs contend that the City's decision to approve the P.U.D. was arbitrary and capricious because (1) it was illegal, on the grounds set forth above, and (2) it was not supported by substantial evidence because some of the required documents, which plaintiffs claim were mandatory for the decision making process, were not before the city council or planning commission when they made their respective decisions.

¶ 20 The City responds that its approval of the P.U.D. was not arbitrary, capricious, or 336*336 illegal because it substantially complied with its ordinances in approving the P.U.D. According to the City, strict compliance with the ordinances was not necessary because the ordinances are procedural in nature and because less than complete compliance with such ordinances did not prejudice plaintiffs. The City emphasizes that the approval process for the P.U.D. spanned more than a year, during which time Peay attended seven planning commission meetings and six city council meetings wherein various concerns were discussed, by both city officials and plaintiffs, and numerous conditions imposed. The City stresses that all of the requirements complained about by plaintiffs were eventually met or substantially satisfied.

¶ 21 The issue before us, therefore, is whether the City's approval of the P.U.D. was arbitrary, capricious, or illegal.[2]

# STANDARD OF REVIEW

¶ 22 Summary judgment is appropriate only when there are no genuine issues of fact and the moving party is entitled to judgment as a matter of law. *See* Utah R. Civ. P. 56(c). In reviewing a grant of summary judgment, we do not defer to the legal conclusions of the district court, but review them for correctness. When reviewing a municipality's land use decision, our review is limited to determining "whether ... the decision is arbitrary, capricious, or illegal." Utah Code Ann. § 10-9-1001(3)(b) (1996).

# ANALYSIS

¶ 23 A municipality's land use decisions are entitled to a great deal of deference. *See* *Xanthos v. Board of Adjustment*, 685 P.2d 1032, 1034 (Utah 1984); *Triangle Oil, Inc. v. North Salt Lake Corp.*, 609 P.2d 1338, 1339-40 (Utah 1980); *Cottonwood Heights Citizens Ass'n v. Board of Comm'rs*, 593 P.2d 138, 140 (Utah 1979); *Naylor v. Salt Lake City Corp.*, 17 Utah 2d 300, 410 P.2d 764 (1966). Therefore, "the courts generally will not so interfere with the actions of a city council unless its action is outside of its authority or is so wholly discordant to reason and justice that its action must be deemed capricious and arbitrary and thus in violation of the complainant's rights." *Triangle Oil*, 609 P.2d at 1340. Indeed, the statute that forms the basis of this appeal requires the courts to "presume that land use decisions and regulations are valid." Utah Code Ann. § 10-9-1001(3)(a). However, this discretion is not completely unfettered, and the presumption is not absolute. If a municipality's land use decision is arbitrary, capricious, or illegal, it will not be upheld. *See id.* § 10-9-1001(3)(b).

¶ 24 In the present case, plaintiffs argue that the City's decision to approve the P.U.D. was arbitrary and capricious. A municipality's land use decision is arbitrary and capricious if it is not supported by substantial evidence. *See* *Patterson v. Utah County Bd. of Adjustment*, 893 P.2d 602, 604 (Utah Ct. App.1995). In evaluating the City's decision under this standard, we review the evidence in the record to ensure that the City proceeded within the limits of fairness and acted in good faith. *See id.* We also determine 337*337 whether, in light of the evidence before the City, a reasonable mind could reach the same conclusion as the City. *See id.; see also* 2 Young, *Anderson's American Law of Zoning* § 11.11, at 461 (4th ed.1996) (noting that when reviewing an ordinance that approves a P.U.D., courts determine whether there is support for the approval and whether the decision was reasonable). We do not, however, weigh the evidence anew or substitute our judgment for that of the municipality. *See* *Patterson*, 893 P.2d at 604; *see also* *Xanthos*, 685 P.2d at 1035.

¶ 25 In the case at bar, the undisputed facts demonstrate that the City's decision was not arbitrary or capricious but was the result of careful consideration and was supported by substantial evidence. Of significant import, consideration of the P.U.D. spanned nearly a year and a half and involved more than a dozen separate meetings

wherein public input was heard, objections voiced, and modifications to the P.U.D. imposed. Although certain materials were not timely submitted, the majority of the required documentation was before the planning commission and the city council when the P.U.D. ultimately was approved. That documentation, as well as the other evidence before the commission and the council, supported approval of the P.U.D. Moreover, throughout the approval process and in an effort to meet the P.U.D. requirements, the city council required Peay to satisfy numerous conditions concerning the proposed development, all of which Peay eventually fulfilled. In short, the undisputed evidence reveals without question that substantial evidence supported the City's decision and that a reasonable person could have reached the same decision as the City. We conclude, therefore, that the City's decision to approve the P.U.D. was not arbitrary or capricious.

¶ 26 This conclusion does not end our inquiry, however. Under Utah Code Ann. § 10-9-1001(3)(b), we must also determine whether the City's decision was illegal. Plaintiffs argue convincingly that the City's decision to approve the P.U.D. was illegal because the City violated its own ordinances during the approval process. Plaintiffs highlight that compliance with the city ordinances at issue was, under the City's own legislatively enacted standard, mandatory. Plaintiffs point to Springville City ordinance 11-10-101, which states, "For purposes of this Title, certain words and terms are defined as follows:... (4) *Words `shall' and `must' are always mandatory.*" (Emphasis added.)

¶ 27 Title 11 of the Springville ordinances, entitled "Development Code," details the procedures and requirements for P.U.D. approval, including those that plaintiffs contend the City violated. Those procedures and requirements, as indicated in the ordinances quoted above, frequently are prefaced by the words "shall" and "must." Thus, according to the City's own rule of interpretation, compliance with the P.U.D. procedures and requirements containing these words was mandatory.

¶ 28 In its ruling granting summary judgment in favor of the City, the district court appeared to recognize the mandatory nature of the city ordinances but concluded nonetheless that substantial compliance with those ordinances was sufficient. In fact, one of the express legal principles upon which the district court premised its ruling was that "[t]he city's actions approving the PUD must be upheld if those actions are in substantial compliance with the city's ordinances."

¶ 29 The district court's use of the substantial compliance doctrine in the face of ordinances that are expressly mandatory was erroneous. While substantial compliance with matters in which a municipality has discretion may indeed suffice, it does not when the municipality itself has legislatively removed any such discretion. The fundamental consideration in interpreting legislation, whether at the state or local level, is legislative intent. *See* Board of Educ. v. Salt Lake County, 659 P.2d 1030, 1030 (Utah 1983). Application of the substantial compliance doctrine where the ordinances at issue are explicitly mandatory contravenes the unmistakable intent of those ordinances.

¶ 30 Municipal zoning authorities are bound by the terms and standards of applicable zoning ordinances and are not at liberty to make land use decisions in derogation 338*338 thereof. *See* Thurston v. Cache County, 626 P.2d 440, 444-45 (Utah 1981). The irony of the City's position on appeal is readily apparent: the City contends that it need only "substantially comply" with ordinances it has legislatively deemed to be mandatory. Stated simply, the City cannot "change the rules halfway through the game." Brendle v. City of Draper, 937 P.2d 1044, 1048 (Utah Ct.App. 1997). The City was not entitled to disregard its mandatory ordinances. Because the City did not properly comply with the ordinances governing P.U.D. approval, we conclude that under Utah Code Ann. § 10-9-1001(3)(b), the City's decision approving the P.U.D. was illegal.

¶ 31 The City's failure to pass the legality requirement of section 10-9-1001(3)(b), however, does not automatically entitle plaintiffs to the relief they request. Rather, plaintiffs must establish that they were prejudiced by the City's noncompliance with its ordinances or, in other words, how, if at all, the City's decision would have been different and what relief, if any, they are entitled to as a result. *See, e.g.,* Board of Educ. v. Salt Lake County, 659 P.2d 1030, 1035 (Utah 1983) (noting that recovery for failure of county to follow mandatory statutory requirements required showing of prejudice from such failure); *see also Anderson's American Law of Zoning* § 11.24 (explaining that party challenging approval of P.U.D. must show "actual injury").

¶ 32 With respect to the City's alleged violations of state statutory requirements, namely, Utah Code Ann. §§ 10-9-204, 10-9-703, 10-9-704(1)(a), 10-9-707(2)(a), and 10-9-811(1)(b), as outlined herein, it appears that the district court summarily dismissed these claims without analysis. With the exception of the alleged violation of section 10-9-703, the district court articulated no basis for rejecting these claims, thus preventing us from reviewing the correctness of those rulings. As to section 10-9-703, the district court simply concluded that plaintiffs could not appeal the overall approval of the P.U.D. to the board of adjustments; this, however, overlooked the nature of plaintiffs' claims under that section, namely, that certain City actions apart from the final P.U.D. approval were appealable to the board of adjustments, i.e., the City's issuance of building permit 03675 and the recording of Plat 4. Thus, whether section 10-9-703 was violated, as well as the other enumerated sections, must be addressed as part of the proceedings on remand.

# CONCLUSION

¶ 33 The district court's grant of summary judgment is therefore reversed, and this matter is remanded for further proceedings.

¶ 34 Chief Justice HOWE, Associate Chief Justice DURHAM, Justice STEWART, and Justice ZIMMERMAN concur in Justice RUSSON'S opinion.

[1] We note our disapproval of plaintiffs' methods of circumventing the fifty-page limit for appellate briefs, *see* Utah R.App. P. 24(f). Plaintiffs' brief contains numerous, lengthy footnotes that set forth key arguments (the opening brief contains 104 footnotes, some of which consume up to three-fourths of a page). Also, plaintiffs' discussion of central points is cursory and incomplete, and many of their citations to the record are simply references to arguments made to the district court.

[2] Plaintiffs also raise a panoply of constitutional issues. We do not address these issues because plaintiffs have failed to brief them adequately. *See* Utah R.App. P. 24(i) ("All briefs under this rule must be concise, presented with accuracy, logically arranged with proper headings and free from burdensome, irrelevant, immaterial and scandalous matters. Briefs which are not in compliance may be disregarded or stricken, on motion or sua sponte by the court ....") and Utah R.App. P. 24(a)(9) ("The argument shall contain the contentions and reasons of the appellant with respect to the issues presented ... with citations to the authorities ... relied on."). Plaintiffs' brief on these issues is poorly organized, confusing, and difficult to follow. It is frequently difficult to determine exactly what assertions are being made and the substance of the accompanying arguments. We can certainly comprehend the district court's observation that "plaintiffs spent considerable effort wandering in fields of irrelevancy." Furthermore, many of plaintiffs' constitutional arguments are premised on the existence of constitutional liberty and property interests which plaintiffs fail to define and which are not supported by any authority. Their bald assertion that the interests are "self-evident" is insufficient. *See also State v. Carter*, 776 P.2d 886, 888 (Utah 1989) ("[T]his Court need not analyze and address in writing each and every argument, issue, or claim raised.... Rather, it is a maxim of appellate review that the nature and extent of an opinion rendered by an appellate court is largely discretionary with that court.").

# Response to Appeal from Administration

Department of Community and Economic Development
**Syracuse City**
1979 West 1900 South
Syracuse, UT 84075
P: (801) 825-1477

# MEMORANDUM

TO: Syracuse City Council
CC: Cassie Brown, City Recorder
FROM: Noah Steele, CED Director; Paul Roberts, City Attorney
DATE: October 8, 2020
RE: Response to Appeal of Administrative Decision by Paula Knighton

## INTRODUCTION

Ms. Knighton filed an Appeal of Administrative Decision Application form on September 21, 2020, appealing "Ordinance 2020-20." She opposes the approval that the City Council gave to Ordinance 2020-20, a legislative decision which approved a zone change application related to property at about 1283 W 1700 S.

The first question before the Council is whether an administrative decision was rendered that can be overturned by the City Council. If the Council finds that there was an administrative decision, then it would consider whether the substance of the complaints undoes the Council's zoning decision.

Her argument is that administrative decisions/actions led to the legislative approval, and that this "makes the legislative action unlawful." This is not consistent with the law, the nature of the Council's decision, and comes too late under our City code.

## I. THE APPROVAL OF ORDINANCE 2020-20 WAS A LEGISLATIVE DECISION, AND NOT SUBJECT TO AN ADMINISTRATIVE APPEAL

Syracuse City Code permits an individual to file an appeal from an "administrative decisions applying the provisions of [Title 10]." SMC § 10.20.120(B). They are required to file that appeal "within 15 days of the decision." *Id.* § 10.20.120(C). Appeals from administrative decisions come to the City Council.[1]

Ordinance 2020-20 was a legislative decision

[1] The Board of Adjustment is listed as another appeal authority, but its authority is limited to requests for variances under Section 10.20.100 of the Syracuse Municipal Code.

However, the petitioner's appeal is not challenging an administrative decision – it references a legislative one. Ordinance 2020-20 was a zoning decision by the Council, which are legislative in nature. This is because "the enactment and amendment of zoning ordinances is fundamentally a legislative act."[2] When it comes to matters of considering whether a zoning designation is appropriate for land, "it is the policy of [the Utah Supreme Court] as enunciated in its prior decisions that it will avoid substituting its judgment for that of a municipality…."[3] Administrative decisions, in contrast, "execute or implement existing law."[4]

The Council's adoption of Ordinance 2020-20 – which gave approval to a zone change request, was a legislative decision, and therefore beyond the reach of the administrative appeal ordinance in Syracuse code. The Council should deny the administrative appeal due to its lack of application to legislative decisions.

<u>The acceptance of the application by the CED Department was the only administrative decision that might have been subject to appeal</u>

The application for zone change occurred on October 9, 2019. The CED Department is required to apply Section 10.20.030 when considering whether an application "is complete." SMC § 10.20.030(E). A determination of completeness is an administrative decision, because it "implements existing law." However, the decision of completeness occurred in 2019, far more than fifteen days before the appeal was filed in September 2020. It is thus outside the window for appeal of an administrative decision, if such an appeal could even be made. City code requires that appeals from administrative decisions must be filed within 15 days of that decision being made.

As such, an appeal filed in September 2020 for an administrative decision made in 2019 is untimely and must be denied.

<u>An administrative appeal cannot end-run around or undo a legislative decision</u>

By labeling her challenge as an administrative one, the petitioner seeks to overturn a legislative decision by claiming that the application does not meet certain elements of the Mixed Use ordinance. Indeed, she states as much when she argues that the claimed noncompliance "makes the legislative action unlawful." In other words, she is claiming that the Council's decision was incorrect because the approval required the Council to consider whether the

[2] *Peterson v. Riverton City*, 2010 UT 58, ¶ 10, 243 P.3d 1261 (citation omitted).
[3] *Id.*
[4] *Low v. City of Monticello*, 2002 UT 90, ¶ 24, 54 P.3d 1153 (citation omitted).

elevations and site plan met certain standards established under the ordinance to make a zone change possible.

However, considering such matters does not convert the Council's decision from a legislative one to an administrative one. Every legislative decision requires the weighing of whether the proposed change is appropriate based on all of the circumstances. And while there are requirements laid out in the ordinance that call out development standards, the consideration of whether those elements were met by the application do not make the decision an administrative one. Ultimately, as was discussed several times during the many meetings of the City Council, no amount of compliance with those standards entitles the applicant to approval – the decision was ultimately whether the zoning change fit under all of the circumstances.

The attempt to classify this decision as an administrative one is simply an attempt to end-run around the deference provided to legislative decisions. The Council should reject the application for administrative appeal because it is an attempted attack on a legislative decision.

## II. THE CITY'S APPROVAL OF THE ORDINANCE AUTHORIZING THE ZONE CHANGE WAS NOT CONTRARY TO CITY CODE

The petitioner challenges the zone change on several grounds.

1. Voting by Roll Call. Petitioner claims that the ordinance was not "recorded by roll call." This is incorrect; each Councilmember's vote was specifically noted and will appear in the minutes as such. This conforms to the City's Rules of Procedure, which indicates that a roll call vote is taken with either a "yes" or "no" vote, with a record that shows how each Councilmember voted.[5]
2. Approving Zoning and Development Agreement. Petitioner argues that because the ordinance requires the approval of a development agreement concurrently with the rezone request, that the Council erred when it voted to approve Ordinance 2020-20 before having every term of the Agreement finalized in writing. However, the Council's ordinance provides approval for the Development Agreement concurrent with the rezone request because it authorizes the Mayor to sign it. The Council indicated that there were additional terms that it would like added to the Development Agreement and authorized its execution subject to those terms being added. The ordinance does not require an

[5] Syracuse City Council Rules of Procedure, 6(E).

executed Development Agreement before the Council can "approve" it. The Council would not have approved execution of an agreement of which it had not given approval.

3. Higher or More Restrictive Standard Ordinance. At least one point raised by the petitioner (Point (c)(3) and (c)(5)) rely heavily upon section 10.05.070 of the Syracuse code, which states:

> Wherever the provisions of any other applicable statute, ordinance, or regulation establish higher or more restrictive standards than the provisions of this title, the provisions of such other statute, ordinance, or regulation shall govern.

It therefore follows, the argument goes, that if there are any other provisions that touch upon the same subject matter as that found in the zoning code, then they must take priority if they are either "higher" or "more restrictive." However, this argument passes over a critical word in the ordinance: *applicable*. Those standards must be applicable to the development in order to govern.

Whether an ordinance applies is a matter of statutory interpretation and construction. The Utah Supreme Court has indicated that "when two provisions address the same subject matter and one provision is general while the other is specific, the specific provision controls."[6] So the fact that there is a parking ordinance of general application (see Point 5 of petitioner's argument) does not mean that it overrides a specific section indicating that two parking spaces per residential unit is acceptable for units in the MXD zone. This is so even though the parking standards chapter applies to all zones generally. The more specific provision in Section 10.92.060, applicable only to MXD developments, controls when it conflicts with a general "Uses not mentioned" category in section 10.40.030.

Moreover, if applied in this fashion, the ordinance may run afoul of "Utah's long-standing principle that 'because zoning ordinances are in derogation of a property owner's common-law right to unrestricted use of his or her property, provisions therein restricting property uses should be strictly construed, and provisions permitting property uses should be liberally construed in favor of the property owner.'"[7]

The petitioner's reliance on that ordinance to override specific codes - or the Council's interpretation of those codes as it considered whether to approve the zone

[6] *Dairyland Ins. Co. v. State Farm Mut. Auto. Ins. Co.*, 882 P.2d 1143, 1146 (Utah 1994)
[7] *Ferre v. Salt Lake City*, 2019 UT App 94, ¶ 17, 444 P.3d 567 (citation omitted).

change – is therefore misplaced. The cited sections are not applicable when they address the same subject matter as the specific section.

4. Disagreements over whether the project meets code.

The petitioner treats the zoning decision made by the Council as if this was a Site Plan approval.[8] It was not. The Council considered the plans and accepted the general themes and layout of the site as acceptable under the MXD ordinance. The Council's legislative decision is not susceptible to attack as an administrative decision. For purposes of this development, the Council has determined that the general thematic elements presented to and accepted by the Council meets the code's essential requirements. Whether the Council's legislative decision was correct or not is not susceptible to attack on administrative grounds. If a challenge to the legislative decision was levied, then a reviewing authority would consider whether that issue was reasonably debatable.

The development must still undergo site plan review by the Planning Commission, who has land use authority and will determine whether the submitted plans meet code. The Site Plan review will not consider the plans at a macro-level, like the Council's review of the submitted sketch plans constituted; the Commission will address the more specific application of the codes to the project.[9] The project will then be required to undergo review for compliance with the building code when they apply for construction permits.

To the extent the plans, which have been adopted as zoning documents applicable to the project, are susceptible to contrary interpretations, it will fall to the Planning Commission to make those determinations. And the building official will be called upon to review questions of building code, which are referred to in number 12 of the petition's complaints against the project.

The Council should deny the appeal as it relates to these grounds.

5. Inapplicable Provisions.

The petitioner argues that because the sketch plans submitted were not accompanied by an engineer's statement, as required under 2020 legislation, then they do

[8] Points (c)(4), (c)(6), (c)(7), (c)(8), (c)(9), (c)(10), and (c)(11) are all attacks on the zoning approval based upon alleged non-compliant plan components.

[9] The Development Agreement concurrently approved with the zone application indicated that the project is required to comply with applicable ordinances, including architectural review.

not meet the requirements of state code (Point (c)(12)). The section applicable to cities[10] indicates that a statement that actual construction will comply with applicable local ordinances and building codes must be attached to "construction project plans." The applicant did not submit construction project plans. They did not receive a building permit; they did not receive site plan approval. As the application was for a zone change and not a construction permit, the cited section does not apply.

Petitioner notes that the Planning Commission recommended that the units adjacent to single family should be a maximum of two stories. In zoning applications, the Planning Commission acts only in a recommending capacity.[11] The Council is the land use authority when it comes to such matters. Going against the Planning Commission's recommendation is not grounds for reversal of the Council's zoning determination.

## CONCLUSION

The Council's decision was not administrative, and the only administrative decision subject to appeal was made when the CED Department determined that the application was complete in 2019. As such, the council should deny the appeal on those procedural grounds. Alternatively, even when the arguments are considered, the appeal fails to advance sufficient grounds to reverse the Council's zoning decision. The Council can deny the appeal on those alternative grounds, as well.

[10] Petitioner cites to section 10-5-1332, part of the Uniform Fiscal Procedures Act for Utah Towns. This chapter does not apply to Syracuse, which is a Class 4 City. *See* UCA § 10-5-102. However, similar language is included in section 10-6-160, which does apply to the City. We address the argument under that section.

[11] *See* Utah Code Ann. § 10-9a-501(1); SMC § 3.10.130(B)(2); 10.20.140.

# CITY COUNCIL AGENDA

October 13, 2020

**LEGISLATIVE ITEM**

Agenda Item #**9** **Amendment to Ordinance 8.15.010(D) - Pedestrian Walkways**

***Factual Summation***

Recently City Council amended ordinance 8.15.010 (D) relating to pedestrian walkways. Specifically, the amendment was related to fencing adjacent to walkways. There was concern expressed that if there was a scenario where 6' tall privacy fencing was installed on each side of the walk, then there would be an environment created that could be percieved as being ripe for graffitti, crime, and relating undesireable conditions. The Planning Commission weighed in on the idea and felt that risk was low and recommended allowing privacy fencing on both sides of the walkway for an unlimited number of feet. However, City Council tried finding a middle ground and felt that such fencing was ok on both sides of a walkway, but walkway conditions with privacy fencing on both sides should be limited to 50'. This ordinance was adopted, but neighbors adjacent to existing pedestrian walkways were still not satisfied with the amendment as the 50' max requirement would mean that a portion of the fencing which they were accustomed to would need to be removed resulting in reduced privacy for that particular homeowner. A slight majority of Council was sypathetic to the homeowners plight. As per standard protocol, any and all ordinance text amendments relating to land use and planning, require the PC to weigh in with a recommendation on the matter.

The question at hand is: Should there be a limit on the number of feet a walkway can have privacy fencing on each side? If yes, what is that magic number? The neighbor is petitioning to have it say 110' to avoid the aboved mentioned fencing predicament they are plagued with.

***Recommendation***

Planning Commission reviewed the item on October 6 and is recommending that section 8.15.010 (2) (D) be removed in its entirety so that fences may be built on both sides of pedestrian walkways for any length.

***Goals of Discussion***

Vote to either amend the ordinance as recommended by Planning Commission, vote to amend the ordinance with language per your liking, vote to deny amending the language, or vote to table the item for further discussion.

**ORDINANCE NO. 2020-23**

**AN ORDINANCE AMENDING SUBSECTION 8.15.010(D) OF THE SYRACUSE CITY MUNICIPAL ZONING CODE PERTAINING TO PEDESTRIAN WALKWAYS.**

**WHEREAS**, the City Council has the authority pursuant to state law to establish ordinances for the health, welfare, comfort and safety of residents and visitors of the City; and

**WHEREAS**, the Planning Commission and City Council have again reviewed ordinances related to pedestrian walkways constructed in accordance with the City's ordinances; and

**WHEREAS**, the Planning Commission conducted a public hearing on the issue and provided a recommendation to the Council; and

**WHEREAS**, the Council finds that the amendment will promote the health, safety, orderly development and welfare of the community,

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

**Section 1**. **Amendment.** Subsection 8.15.030(D) of Syracuse City Municipal Code is amended as attached in Exhibit A.

**Section 2.** **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 3.** **Effective Date.** This Ordinance shall become effective immediately after publication or posting.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS ____th DAY OF OCTOBER, 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

# ADPOTED TEXT

**8.15.010 Design Standards.**

(D) The Planning Commission may require pedestrian walkways to be constructed within a development, to facilitate access to designated points of interest. Such walkways increase pedestrian safety, reduce travel time, improve neighborhood connectivity, and encourage walking. Points of interest may include, but are not limited to: churches, civic destinations, schools, adjoining neighborhoods, parks, and commercial areas. The Planning Commission shall designate points of interest that will require a pedestrian walkway connection during the preliminary plat or site plan approval stage of entitlement.

(1) Walkways shall be designed to be a minimum of six feet in width to allow adequate two-way passing but may be required to be wider where determined necessary by the Planning Commission or City administrative land use authority based on estimated usage. The developer shall surface the full width of the walkway with either concrete or asphalt.

(2) Fencing is not required; however, if fencing is installed next to the walkway the following conditions must be met:

(a) An additional six inches of concrete is required on each side of the walkway to embed the base of the fencing posts.

(b) All fencing installation, maintenance, and ownership responsibilities will be that of the adjacent landowner including graffiti cleanup and damage repair.

(c) Fencing shall not encroach upon or restrict movement within the walkway.

~~(d) Privacy fencing installed on both sides of walkways shall be limited in length for safety reasons.~~

~~(i) If an adjacent landowner desires to construct privacy fencing, but the other adjacent owner on the other side of the walkway has already constructed a privacy fence, the new privacy fence creating the alleyway shall be limited to 50 feet in length.~~

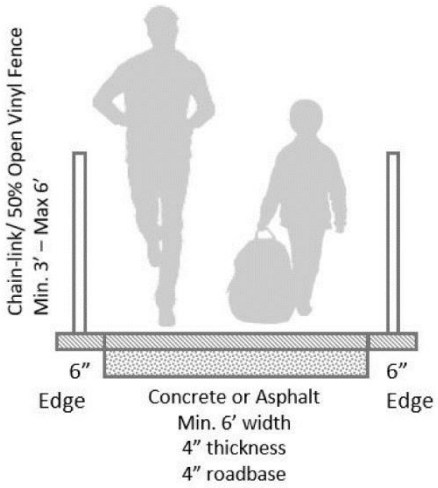
~~A. If fencing is desired for the remaining span of walkway longer than 50 feet is desired, it shall not be a privacy or semi privacy fence, but may be open chain-link, rod iron, or other open fencing options with high visibility through the fence.~~

~~(ii) A privacy fence may be installed on both sides of the walkway for longer than 50 feet if the walkway is not less than 20 feet in width at any point.~~

(~~e~~d) Fencing along walkways is otherwise regulated by fencing rules found in SCC 10.30.060(A).

(3) Maintenance of the walkway will be the responsibility of either the subdivision HOA, or the City, if an HOA does not exist. Snow removal is not necessary for walkways, and signage notifying pedestrians of the lack of winter maintenance shall be prominently placed at the entrances to the walkways.

(4) Please refer to the following image for the walkway dimensions:



# COUNCIL AGENDA

October 13, 2020

**LEGISLATIVE ITEM**

Agenda Item #**10**

**Proposed Amendment to the Zoning Map R-1 to R-3**

***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: | 2889 South 3000 West |
| Current General Plan: | Medium-Density Residential (Cluster, R-3, RPC, PRD, NS) |
| Current Zoning: | R-1 (2.3 Units Per Acre) min 12,000 sf lot |
| Proposed Zoning: | R-3 (4 Units Per Acre)/ min 8,000 sf lot |
| Total Site Area: | 2.448 Acres |

***Summary***

The applicant has requested approval of a rezone of 2.448 acres from R-1 to R-3 with the intent of building a road and single-family housing. The R-3 zoning would allow up to 10 units (five on each side of a central road). This would provide a connection between 3000 West and the stub road that is planned just east of the property in the Shoreline Subdivision.

There are some potential limitations to neighboring properties by the type of development that would be allowed by the rezone to R-3. The properties to the north and south are currently in the R-1 Zone which allows farm animals. According to SCC 10.30.040(C)(2) *all pens, barns, coops, stables, corrals, and other similar enclosing structures to keep animals or fowl shall be not less than 50 feet from dwellings on adjacent lots, not less than 20 feet from a dwelling on the same lot, and not less than 150 feet from a public street, except on corner lots where such structures shall be not less than 50 feet from a public street.*

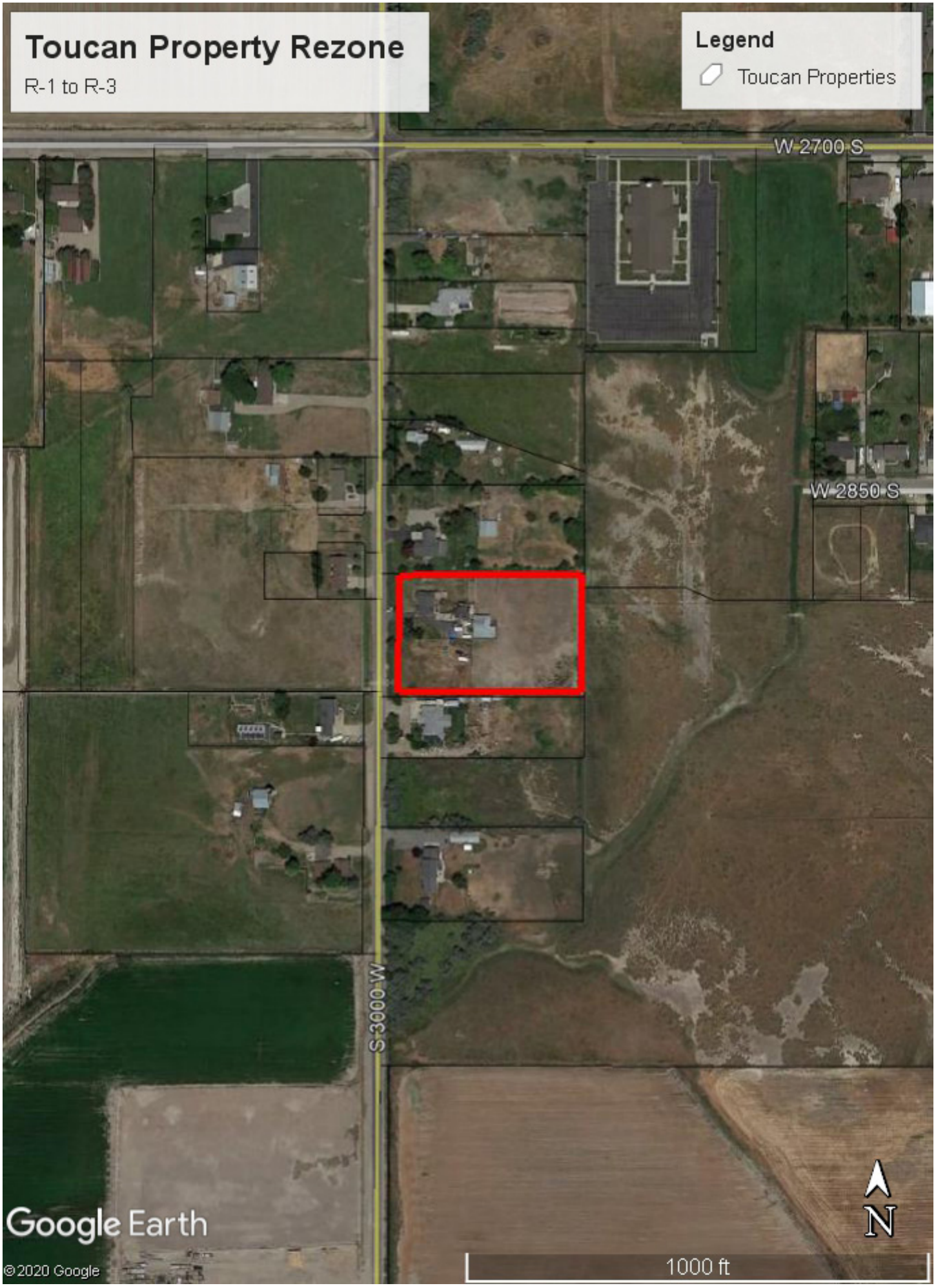
If a road were placed on one side of the property, it may fully restrict the construction on these types of enclosures, depending on the width of the adjacent property. This only applies to structures. The right to maintain farm animals on the property would not be affected by the proposed rezone.

The proposed zoning is permitted in the Medium-Density Residential General Plan Designation which was updated by the City Council in 2019 and is the zoning with the lowest density aside from the Cluster Zone.

Planning Commission reviewed the item during thier meeting on 9-1-20 and is forwarding a recommendation for conditional approval. Commission is recommending approval of the rezone only if ordinance 10.30.040 (C) (2) (a) concerning regulations for farm animal pens and structures are amended. The motion passed unanimously.

***Goals of Discussion***

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


Toucan Property Rezone
R-1 to R-3
Legend
Toucan Properties
W 2700 S
W 2850 S
S 3000 W
Google Earth
© 2020 Google
N
1000 ft

# General Plan Map

Last Amended: 09/10/19

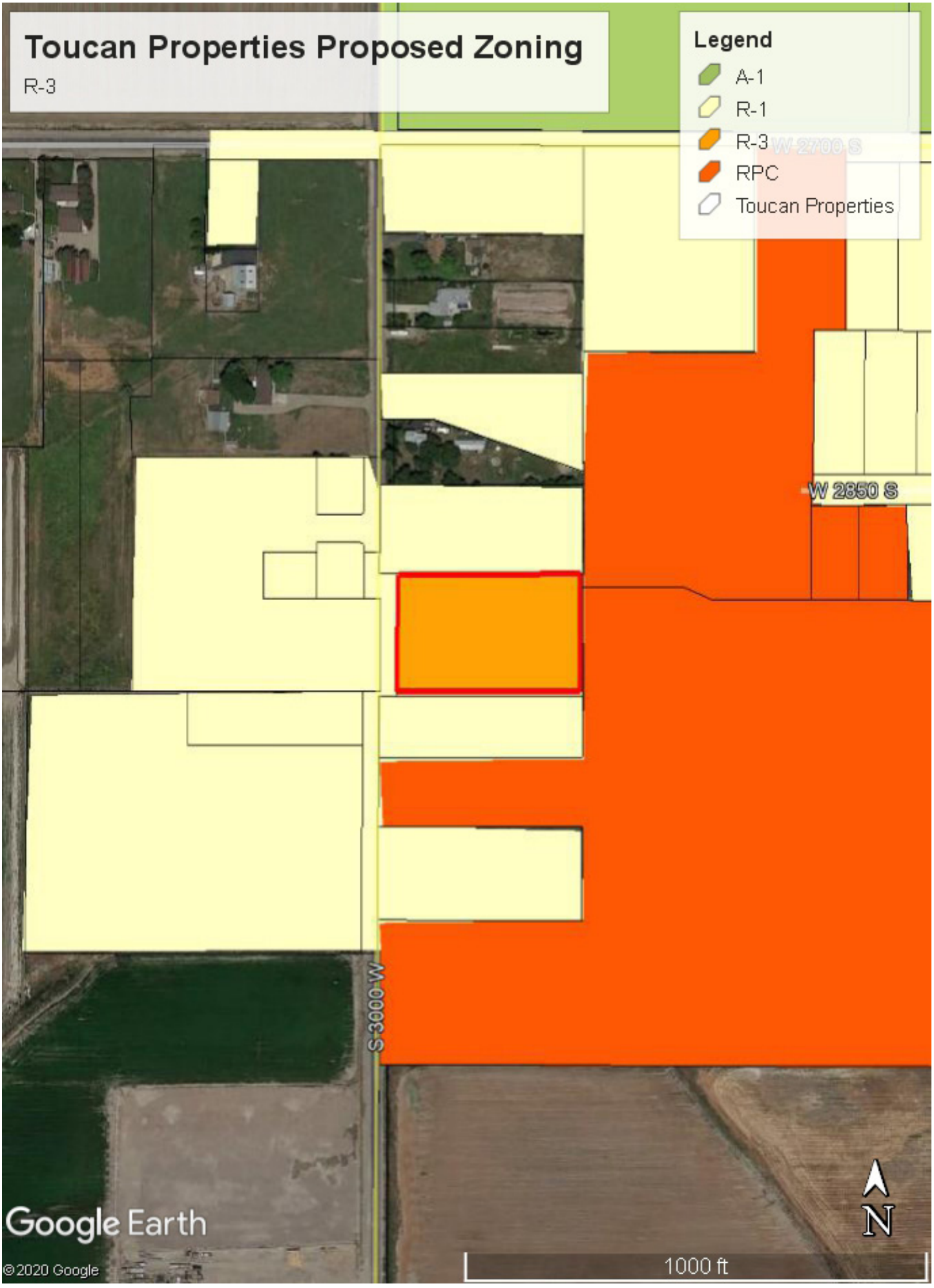
## Legend

- 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

0 — 1 Miles

Subject Property


Toucan Properties Current Zoning
R-1
Legend
A-1
R-1
RPC
Toucan Properties
W 2700 S
W 2850 S
S 3000 W
Google Earth
© 2020 Google
N
1000 ft


Toucan Properties Proposed Zoning
R-3
Legend
A-1
R-1
R-3
RPC
Toucan Properties
W 2700 S
W 2850 S
S 3000 W
Google Earth
©2020 Google
N
1000 ft

# SHORELINE SUBDIVISION PHASE 5

LOCATED IN THE NORTHWEST QUARTER
OF SECTION 21
TOWNSHIP 4 NORTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
SYRACUSE CITY, DAVIS COUNTY, UTAH
AUGUST 2020

SITE REFERENCE MAP
NOT TO SCALE

SEE SHEET 2 OF 5

TRENT AND PAM CHENEY

SUSAN H. BOOTH

TOUCAN INVESTMENTS

STANLEY J. EPPS

LOT 525 12,013 sq.ft. 0.276 acres

LOT 526 12,007 sq.ft. 0.276 acres

LOT 527 12,005 sq.ft. 0.276 acres

LOT 528 12,570 sq.ft. 0.289 acres

LOT 529 7,364 sq.ft. 0.169 acres

LOT 530 7,241 sq.ft. 0.166 acres

LOT 531 7,162 sq.ft. 0.164 acres

LOT 509 5,740 sq.ft. 0.132 acres

LOT 510 5,740 sq.ft. 0.132 acres

LOT 511 5,740 sq.ft. 0.132 acres

LOT 512 5,740 sq.ft. 0.132 acres

LOT 513 5,740 sq.ft. 0.132 acres

LOT 514 5,740 sq.ft. 0.132 acres

LOT 515 6,340 sq.ft. 0.146 acres

LOT 516 9,235 sq.ft. 0.212 acres

LOT 517 8,610 sq.ft. 0.198 acres

LOT 518 8,610 sq.ft. 0.198 acres

LOT 519 9,102 sq.ft. 0.209 acres

PARCEL Q COMMON SPACE 1.435 sq.ft. 0.033 acres

EXISTING EASEMENT TO BE REMOVED

2900 WEST STREET (PUBLIC STREET)

SHORELINE DRIVE (PUBLIC STREET)

COASTLINE DRIVE (PUBLIC STREET)

2850 SOUTH STREET (PUBLIC STREET)

PARCEL L COMMON SPACE 25,651 sq.ft. 0.589 acres

PARCEL M COMMON SPACE 296,404 sq.ft. 6.804 acres

LOT 504 16,267 sq.ft. 0.373 acres

LOT 505 16,223 sq.ft. 0.372 acres

LOT 42

LOT 438

LOT 437

LOT 436

LOT 435

LOT 434

LOT 424

LOT 401

10.0' STORM DRAIN EASEMENT

S 0°19'02" W 309.99'

S 4°02'03" W 60.13'

S 89°40'58" E 207.14'

S 0°11'28" W 68.28'

S 16°12'34" W 60.00'

S 79°40'09" W 111.90'

S 10°19'51" E 124.52'

N 89°40'58" W 322.03'

SEE SHEET 4 OF 5

SEE SHEET 4 OF 5

HORIZONTAL GRAPHIC SCALE

40 0 20 40 80

( IN FEET )
HORZ: 1 inch = 40 ft.


**DEVELOPER**
CW LAND CO.
1222 WEST LEGACY CROSSING BLVD. #6
CENTERVILLE, UTAH 84014
801-814-1778
GREG DAY, PE


## SHORELINE SUBDIVISION PHASE 5

LOCATED IN THE NORTHWEST QUARTER
OF SECTION 21
TOWNSHIP 4 NORTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
SYRACUSE CITY, DAVIS COUNTY, UTAH


ENSIGN
LAYTON
919 North 400 West
Layton UT 84041
Phone: 801.547.1100
Fax: 801.593.6315
WWW.ENSIGNENG.COM

SALT LAKE CITY Phone: 801.255.0529
TOOELE Phone: 435.843.3590
CEDAR CITY Phone: 435.865.1453
RICHFIELD Phone: 435.896.2983


SHEET 3 OF 5

PROJECT NUMBER : 8508E
MANAGER : C.PRESTON
DRAWN BY : J.MOSS
CHECKED BY : T.WILLIAMS
DATE : 8/7/20

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE
PAID _____ FILED FOR RECORD AND
RECORDED THIS _____ DAY OF _____ 20 _____
AT _____ IN BOOK _____ OF OFFICIAL RECORDS
PAGE _____

DAVIS COUNTY RECORDER

BY _____
DEPUTY RECORDER

811 Know what's below. Call before you dig.

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

## SITE DATA TABLE

| DESCRIPTION | AREA (sq.ft.) | PERCENTAGE |
|---|---|---|
| LOT AREA | 2,365,108 | 50.4% |
| ONSITE PUBLIC R-O-W | 1,156,006 | 24.6% |
| COMMON SPACE | 1,150,525 | 24.5% |
| OPEN SPACE | 24,915 | 0.5% |
| TOTAL | 4,696,554 | 100% |
| COLLECTOR STREETS | 206,295 | |
| OVERALL AREA | 4,902,849 | |

## LOT AREA TABLE

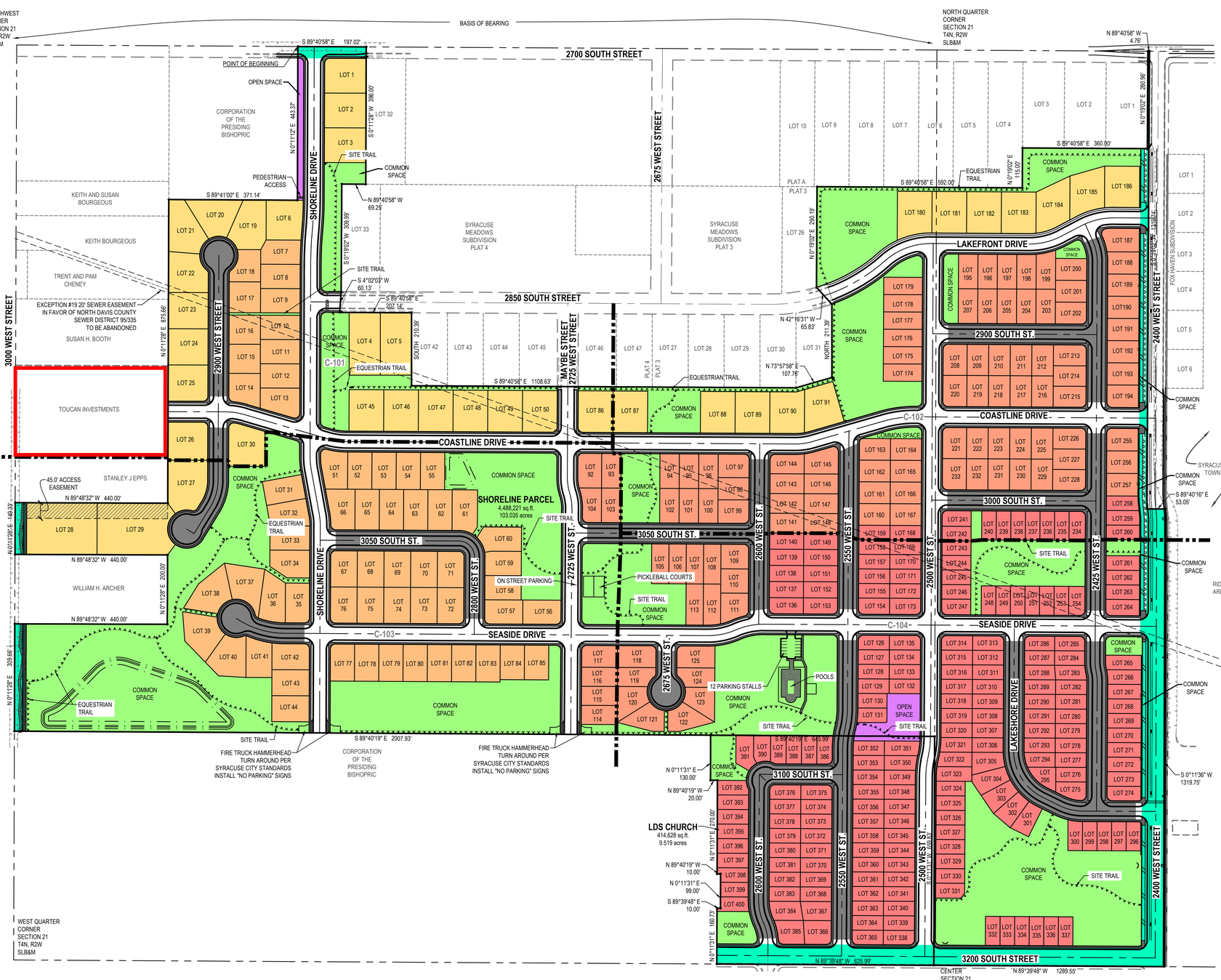
| LOT SIZE | QUANTITY | PERCENTAGE |
|---|---|---|
| 3,500 - 5,599 SQ.FT. | 196 | 49.0% |
| 5,600 - 6,999 SQ.FT. | 106 | 26.6% |
| 7,000 - 11,999 SQ.FT. | 61 | 15.2% |
| > 12,000 SQ.FT. | 37 | 9.2% |
| TOTAL | 400 | 100% |

## NOTES

1. A MINIMUM 3 FOOT FRONT YARD SETBACK VARIATION IS REQUIRED FROM ONE LOT TO THE NEXT, PER SYRACUSE STANDARDS
2. COMMON SPACE PARCELS ARE TO BE PRESERVED AS SUCH
3. ALL ABOVE GROUND UTILITY BOXES SHALL BE VISUALLY SCREENED. SEE LANDSCAPE PLANS.
4. ALL COMMON SPACES SHALL BE ACCESSIBLE TO THE GENERAL PUBLIC EXCEPT THE CLUBHOUSES, POOLS, OR OTHER PRIVATE AMENITIES AS DETERMINED BY THE DEVELOPMENT AGREEMENT.
5. NO ABOVE GROUND UTILITY BOXES MAY BE PLACED WITHIN TRAIL CROSS SECTIONS.
6. TRAILS ALONG 2400 WEST ARE TO BE PUBLICLY DEDICATED. ALL OTHER TRAILS ARE TO BE PRIVATELY OWNED AND MAINTAINED.
7. THE LAYTON CANAL COMPANY SHALL BE CONTACTED FOR APPROVALS FOR PIPING THE EXISTING DITCH ALONG THE EAST SIDE OF 3000 WEST STREET.
8. NORTH DAVIS SEWER DISTRICT SHALL BE CONTACTED FOR APPROVALS AND CONNECTION STANDARDS FOR CONNECTIONS TO THEIR MAIN IN 3000 WEST STREET.
9. SYRACUSE CITY WILL ONLY MAINTAIN SIDEWALK WITHIN THE PUBLIC RIGHT-OF-WAY. SNOW REMOVAL AND MAINTENANCE OF THE PARK STRIP IS THE RESPONSIBILITY OF THE ABUTTING PROPERTY OWNER. ALL SIDEWALKS OUTSIDE PUBLIC RIGHT-OF-WAY WILL BE OWNED AND MAINTAINED BY THE HOA.
10. ALL WETLANDS SHOWN WITHIN PRIVATE PROPERTIES ARE NOT TO BE MITIGATED. A NOTE AND WETLAND EASEMENT WILL BE ADDED ON THE FINAL PLAT TO PRESERVE THESE AREAS.
11. WETLAND EASEMENTS SHALL BE REQUIRED ON ALL WETLANDS IN THE DEVELOPMENT THAT ARE NOT MITIGATED PER ARMY CORPS OF ENGINEERS INSTEAD OF THE CONSERVATION EASEMENT REQUIREMENT IN 10.82.070 (N).
12. ALL 3,500 SQ.FT. LOTS WITH THE FRONT DOOR FACING THE STREET SHALL HAVE A DEDICATED WALKWAY FROM THE FRONT DOOR TO THE PUBLIC WALKWAY OR PUBLIC STREET, WHICHEVER IS CLOSER.
13. INSTALL "BICYCLES MAY USE FULL LANE" SIGN ON ALL LOCAL STREETS.
14. STREET TREES TO BE INSTALLED PRIOR TO CERTIFICATE OF OCCUPANCY BEING ISSUED, OR IF, DUE TO SEASON, AN ESCROW ACCOUNT SHALL BE ESTABLISHED TO COVER THE COST OF PLANTING THE TREES.
15. LANDSCAPING IN COMMON AREAS WILL BE COMPLETED BEFORE END OF WARRANTY.

## LEGEND

- HOA TRAIL LOCATION
- EXISTING WETLAND AREA
- LOW VOLUME LOCAL
- LOT AREA 3,500 - 5,599 SQ.FT.
- LOT AREA 5,600 - 6,999 SQ.FT.
- LOT AREA 7,000 - 11,999 SQ.FT.
- LOT AREA 12,000 AND LARGER
- COMMON SPACE
- OPEN SPACE
- COLLECTOR STREETS



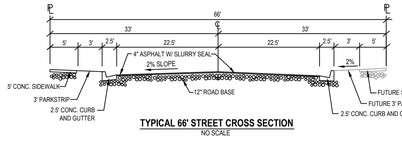




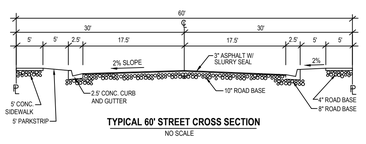
**2400 WEST STREET CROSS SECTION W/ EQUESTRIAN TRAIL (NORTH OF SEASIDE DRIVE)**
NO SCALE



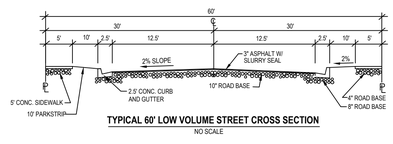

**2400 WEST STREET CROSS SECTION (SOUTH OF SEASIDE DRIVE)**
NO SCALE



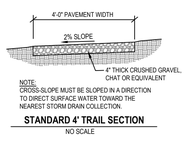

**TYPICAL 66' STREET CROSS SECTION**
NO SCALE




**TYPICAL 60' STREET CROSS SECTION**
NO SCALE

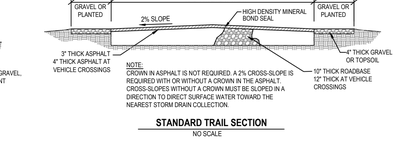



**TYPICAL 60' LOW VOLUME STREET CROSS SECTION**
NO SCALE




NOTE:
CROSS-SLOPE MUST BE SLOPED IN A DIRECTION TO DIRECT SURFACE WATER TOWARD THE NEAREST STORM DRAIN COLLECTION.

**STANDARD 4' TRAIL SECTION**
NO SCALE

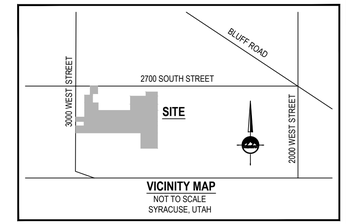



NOTE:
CROWN IN ASPHALT IS NOT REQUIRED. A 2% CROSS-SLOPE IS REQUIRED WITH OR WITHOUT A CROWN IN THE ASPHALT. CROSS-SLOPES WITHOUT A CROWN MUST BE SLOPED IN A DIRECTION TO DIRECT SURFACE WATER TOWARD THE NEAREST STORM DRAIN COLLECTION.

**STANDARD TRAIL SECTION**
NO SCALE




**STANDARD EQUESTRIAN TRAIL SECTION**
NO SCALE




**VICINITY MAP**
NOT TO SCALE
SYRACUSE, UTAH

**Shoreline Overall Description**

A portion of the NW1/4 and the NE1/4 of Section 21, Township 4 North, Range 2 West, Salt Lake Base & Meridian, located in Syracuse City, Utah, more particularly described as follows:

Beginning at a point located S89°40'58"E along the Section line 811.11 feet from the Northwest Corner of Section 21, T4N, R2W, SLB&M;
thence S89°40'58"E along the Section line 197.02 feet to the extension of the Westerly line of SYRACUSE MEADOWS Subdivision, Plat 4, according to the Official Plat thereof on file in the Office of the Davis County Recorder;
thence along said SYRACUSE MEADOWS Subdivision, Plat 4, and the extension thereof the following six (6) courses and distances: S00°11'28"W 396.00 feet;
thence N89°40'58"W 69.25 feet;
thence S00°19'02"W 309.99 feet;
thence S04°02'03"W 60.13 feet;
thence S89°40'58"E 207.14 feet;
thence South 210.39 feet;
thence S89°40'58"E along said SYRACUSE MEADOWS Subdivision, Plat 4, and along the Southerly line of SYRACUSE MEADOWS Subdivision, Plat 3, according to the Official Plat thereof on file in the Office of the Davis County Recorder, 1,108.63 feet;
thence along said SYRACUSE MEADOWS Subdivision, Plat 3, the following four (4) courses and distances: N73°57'58"E 107.76 feet;
thence North 211.39 feet;
thence N42°16'31"W 65.83 feet;
thence N00°19'02"E 290.19 feet to a point on the Southerly line of SYRACUSE MEADOWS Subdivision, Plat A, according to the Official Plat thereof on file in the Office of the Davis County Recorder;
thence along said SYRACUSE MEADOWS Subdivision, Plat A, the following four (4) courses and distances: S89°40'58"E 592.00 feet;
thence N00°19'02"E 115.00 feet;
thence S89°40'58"E 360.00 feet;
thence N00°19'02"E 280.96 feet to the Section line; thence S89°40'44"E along the Section line 4.76 feet;
thence S00°19'02"W 1,319.74 feet to the South line of the NW1/4 of the NE1/4of said Section;
thence S89°40'16"E along the 1/16 Section (40 acre) line 53.05 feet to the Northeast Corner of the NW1/4 of the SW1/4 of the NE1/4 of said Section;
thence S00°11'36"W along the 1/64 Section line 1,319.75 feet to the Southeast Corner of the SW1/4 of the SW1/4 of the NE1/4 of said Section;
thence N89°39'48"W along the 1/4 Section line 663.40 feet to the Center 1/4 Corner of said Section;
thence N00°11'31"E along the 1/4 Section line 659.83 feet to the Southeast Corner of the NE1/4 of the SE1/4 of the NW1/4 of said Section;
thence N89°40'16"W along the 1/64 Section (10 acre) line 2,653.93 feet to the Southwest Corner of the NW1/4 of the SW1/4 of the NW1/4 of said Section;
thence N00°11'28"E along the Section line 309.66 feet to the Southwest corner of that Real Property as described in Deed Book 2902 Page 207 of Official Records of Davis County;
thence along said deed the following three (3) courses and distances: S89°48'32"E 440.00 feet;
thence N00°11'28"E 200.00 feet;
thence N89°48'32"W 440.00 feet to the Section line;
thence N00°11'28"E along the Section line 149.33 feet to the Southwest corner of that Real Property as described in Deed Book 6068 Page 463 of Official Records of Davis County;
thence S89°48'32"E along said deed 440.00 feet;
thence N00°11'28"E along said deed and along the Easterly lines of that Real Property as described in Deed Book 4189 Page 88 of Official Records of Davis County and that Real Property as described in Deed Book 3618 Page 233 of Official Records of Davis County and that Real Property as described in Deed Book 4652 Page 420 of Official Records of Davis County and that Real Property as described in Deed Book 1740 Page 1683 of Official Records of Davis County and that Real Property as described in Deed Book 1105 Page 46 of Official Records of Davis County 875.66 feet to the Southwest corner of that Real Property as described in Deed Book 3888 Page 2453 of Official Records of Davis County;
thence along said deed the following two (2) courses and distances: S89°41'00"E 371.14 feet;
thence N00°11'11"E 443.36 feet to the point of beginning.
Contains: 103.04 acres+/-

**SYRACUSE LDS CHURCH PARCEL**

A PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERICIAN, AND RUNNING;
THENCE NORTH 89°40'06" WEST ALONG THE QUARTER SECTION LINE 625.68 FEET;
THENCE NORTH 00°11'13" EAST 160.02 FEET;
THENCE SOUTH 89°48'47" EAST 10.00 FEET;
THENCE NORTH 00°11'13" EAST 100.00 FEET;
THENCE NORTH 89°40'13" WEST 10.10 FEET;
THENCE NORTH 00°19'47" EAST 39.75 FEET;
THENCE NORTH 00°11'13" EAST 230.05 FEET;
THENCE NORTH 89°48'47" WEST 18.24 FEET;
THENCE NORTH 00°13'13" EAST 130.00 FEET TO THE 1/64TH SECTION LINE;
THENCE SOUTH 89°40'19" EAST ALONG THE 1/64TH SECTION LINE 643.90 FEET TO THE QUARTER SECTION LINE;
THENCE SOUTH 00°11'31" WEST ALONG THE QUARTER SECTIOIN LINE 659.83 FEET TO THE POINT OF BEGINNING.

CONTAINS 9.51 ACRES


ENSIGN
THE STANDARD IN ENGINEERING

LAYTON
1485 W. Hill Field Rd., Ste. 204
Layton, UT 84041
Phone: 801.547.1100

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
CW LAND CO.
1222 WEST LEGACY CROSSING BLVD, #6
CENTERVILLE, UTAH 84014
CONTACT:
GREG DAY, PE
PHONE: 801-814-1778


# SHORELINE SUBDIVISION
## PRELIMINARY PLAT
2975 SOUTH 3000 WEST
SYRACUSE, UTAH

PROFESSIONAL ENGINEER
No. 5049039
12-9-19
STATE OF UTAH
CAMERON HESS PRESTON

| NO. | DATE | REVISION | BY |
|---|---|---|---|
| 1 | 10-28-19 | REVISED FOR APPROVAL | MCE |
| 2 | 11-5-19 | REVISED FOR APPROVAL | MCE |
| 3 | 12-9-19 | REVISED FOR APPROVAL | MCE |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |

## OVERALL SITE PLAN

PROJECT NUMBER 8508A
PRINT DATE 12/9/19
DRAWN BY M.ELMER
CHECKED BY C.PRESTON
PROJECT MANAGER C.PRESTON

**C-100**

HORIZONTAL GRAPHIC SCALE
150 0 75 150 300
( IN FEET )
HORZ: 1 inch = 150 ft.

**ORDINANCE NO. 2020-24**

**AN ORDINANCE AMENDING THE SYRACUSE CITY ZONING MAP RELATED TO PROPERTY LOCATED AT 1556 SOUTH 2000 WEST.**

**WHEREAS**, the City Council has the authority, pursuant to state law, to establish zoning designations for the health, welfare, comfort and safety of is residents and those visiting the City; and

**WHEREAS**, the owner and potential developer of property at 1556 South 2000 West, Davis County Parcel ID # 12-643-0006, has requested that the zoning for the property be changed from GC (General Commercial) to SU (Climate Controlled Indoor Self-Storage Unit); and

**WHEREAS**, the Planning Commission conducted a public hearing on the issue and recommended the zone change; and

**WHEREAS**, the Council finds that the amendment advances the interests of the community,

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

**Section 1**. **Amendment.** The zoning designation for the property located at 1556 South 2000 West is changed from GC to SU, as shown on a map attached in Exhibit A.

**Section 2.** **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 3.** **Effective Date.** This Ordinance shall become effective immediately after publication or posting.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS ____th DAY OF OCTOBER, 2020.**

**SYRACUSE CITY**

ATTEST:

Cassie Z. Brown, MMC

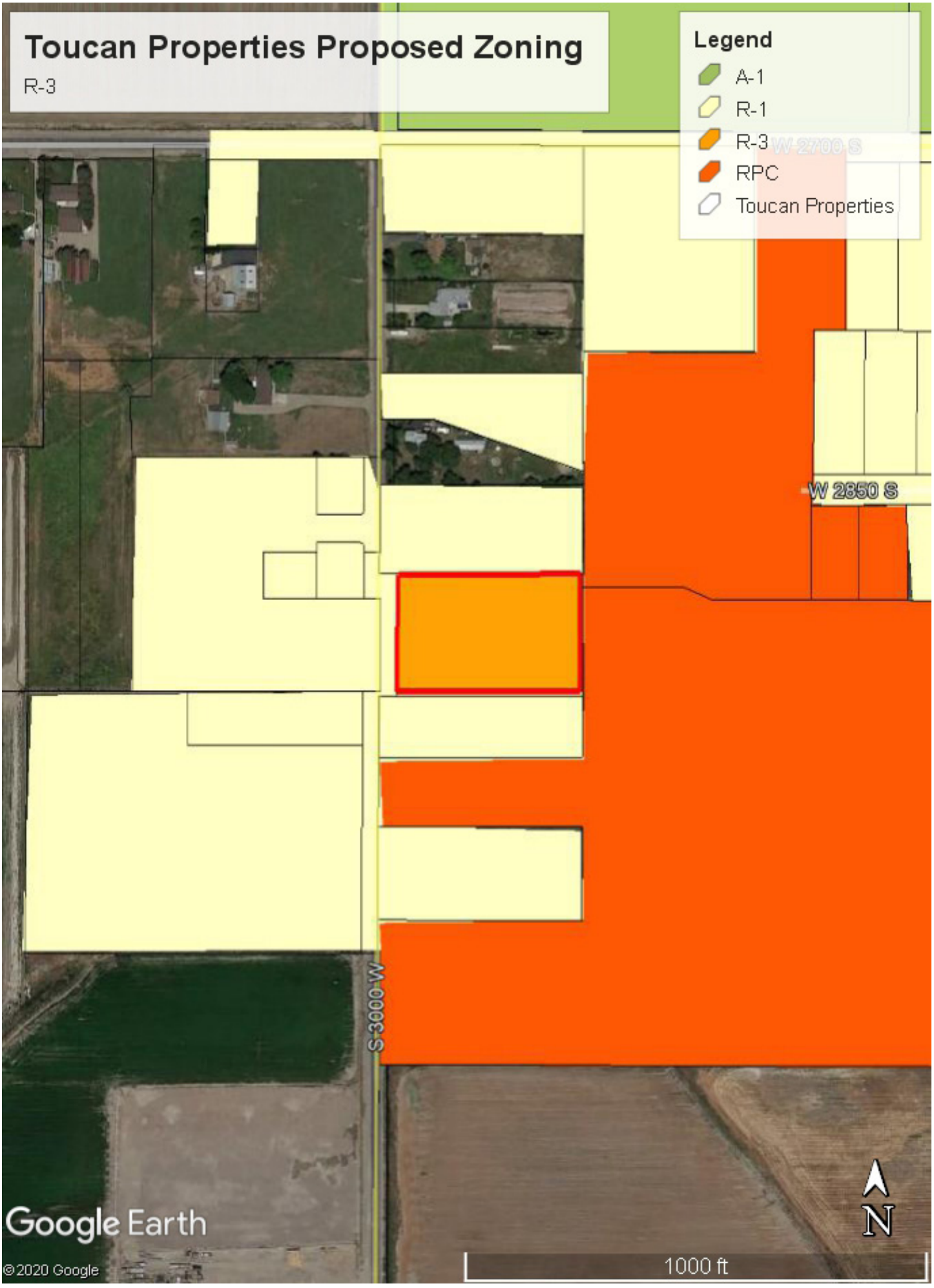
Mayor Mike Gailey

City Recorder

Voting by the City Council:

| | "AYE" | "NAY" |
|---|---|---|
| Councilmember Bingham | ____ | _____ |
| Councilmember Bolduc | ____ | _____ |
| Councilmember Maughan | ____ | _____ |
| Councilmember Savage | ____ | _____ |
| Councilmember Teague | ____ | _____ |

**Exhibit A**


Toucan Properties Proposed Zoning
R-3
Legend
A-1
R-1
R-3
RPC
Toucan Properties
W 2700 S
W 2850 S
S 3000 W
Google Earth
©2020 Google
N
1000 ft

# COUNCIL AGENDA

October 13, 2020

**LEGISLATIVE ITEM**

Agenda Item #**11**

**Request to Amend the Zoning Map GC to SU**

***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: | 1556 S 2000 W |
| Current General Plan: | Commercial |
| Current Zoning: | 10.90 GC – GENERAL COMMERCIAL ZONE |
| Proposed Zoning: | 10.94 SU - CLIMATE CONTROLLED INDOOR SELF-STORAGE UNIT ZONE |
| Total Site Area: | .94 Acres |

***Summary***

The applicant Colby Anderson has requested approval of a rezone of .94 acres from GC to the newly created SU zone. The property is within the town center overlay near Walmart and is surrounded by retail uses on the south, west, and east and a middle school to the north. Being a land use related legislative decision, a recommendation from Planning Commission to City Council is required. City Council will make the final decision. The land has sat vacant since the property developed in 2006. The approval standards for a rezone require a recommendation by Commision be provided on whether indoor storage units at this location would be 'harmonious with the overall character of existing development, if it would adversely affect adjacent property, and if there are adequate facilitities and services to the property. The commission should also decide if the proposal is in conformance with the purpose language of the SU zone. The SU zone says that superior architecture, landscaping, durable exterior cladding are expected, and that this use is anticipated to be located on sites that are less than prime and ideal for infill. They should also review the potential highest and best use of the property long term. The commercial general plan designation would support the following zoning: General Commercial (which it is currently), Professional Office, Mixed Use, and Neighborhood Services.

The town center development is limited by private CC&R's. If there are violations to the requirements of the CC&R's the surrounding landowners could enforce the covenants and restrictions without city interference.

The proposed building height is 42' but the SU ordinance max height is 35'. If the zoning were to be approved, the building height would need to be brought into compliance before site plan approval and conequent building permit granting could occur.

Planning Commission reviewed the item during thier meeting on 9/15/20. They voted unanimously to recommend approval of the rezone.

*Goal of Discussion*

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

**ORDINANCE NO. 2020-25**

**AN ORDINANCE AMENDING THE SYRACUSE CITY ZONING MAP RELATED TO PROPERTY LOCATED AT 1556 SOUTH 2000 WEST.**

**WHEREAS**, the City Council has the authority, pursuant to state law, to establish zoning designations for the health, welfare, comfort and safety of is residents and those visiting the City; and

**WHEREAS**, the owner and potential developer of property at 1556 South 2000 West, Davis County Parcel ID # 12-643-0006, has requested that the zoning for the property be changed from GC (General Commercial) to SU (Climate Controlled Indoor Self-Storage Unit); and

**WHEREAS**, the Planning Commission conducted a public hearing on the issue and recommended the zone change; and

**WHEREAS**, the Council finds that the amendment advances the interests of the community,

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

**Section 1**. **Amendment.** The zoning designation for the property located at 1556 South 2000 West is changed from GC to SU, as shown on a map attached in Exhibit A.

**Section 2.** **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 3.** **Effective Date.** This Ordinance shall become effective immediately after publication or posting.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS ____th DAY OF OCTOBER, 2020.**

**SYRACUSE CITY**

ATTEST:

Cassie Z. Brown, MMC

Mayor Mike Gailey

City Recorder

Voting by the City Council:

| | "AYE" | "NAY" |
|---|---|---|
| Councilmember Bingham | ____ | _____ |
| Councilmember Bolduc | ____ | _____ |
| Councilmember Maughan | ____ | _____ |
| Councilmember Savage | ____ | _____ |
| Councilmember Teague | ____ | _____ |

**Exhibit A**

# 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



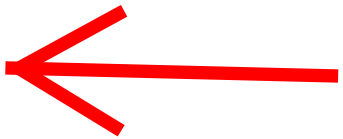
1.5. City Council Work Session – Public Meeting – meets on 4th Tuesday @ 6pm

- 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)

10.20.070 Zoning map and text amendments

nial 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

# Syracuse City

## ZONING MAP

*Updated March 10, 2017*

## Legend

- Agriculture A-1
- R-1 (2.90 dwellings per net acre)
- R-2 (3.79 dwellings per net acre)
- R-3 (5.44 dwellings per net acre)
- PRD (8.0 dwellings per net acre)
- R-4 (14.52 dwellings per net acre)
- Residential Planned Community
- Professional Office
- Commercial II
- General Commercial Zone
- Industrial Zone
- Town Center Overlay Zone
- Sensitive Overlay Zone
- RDA & EDA Boundary
- Existing Trails

N

S

0 0.25 0.5 Miles

*The Zoning Map of Syracuse City is established by Title 10 of the Municipal Code. Land Use Zones are established in Chapter 10 of Title 10. A printed copy of this map may be purchased at City Hall. 1979 West 1900 South Syracuse UT 84075.*

*Disclaimer: Syracuse City does not guarantee the accuracy, adequacy, completeness or usefulness of any information. Syracuse City provides this information on an "as is" basis without any warranty of any kind, including but not limited to warranties of merchantibility or fitness for a particular purpose, and assumes no responsibility for anyone's use of the information.*

*Please report all corrections to: planning@syracuseut.com*

Y:\5-0 GIS Database\5-2 Database 2-0\5-2-2 Projects\Community Development\Zoning Map_2012_38x29.mxd

# 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: |
|---|---|---|
| 1556 South 2000 West | | 0.94 |
| **Parcel Identification Number (as recorded with Davis County:** | **Current Zone** | **Proposed Zone:** |
| 126430006 | General Commercial | New Climate Controlled Self Storage Zone |

## Brief Description of Purpose for Rezone and Reasons Supporting the Request

The proposed future owner of this parcel requests that this lot be rezoned to the new Climate Controlled Self Storage Zone so that a Climate Controlled Self Storage Facility can be constructed on this parcel. The building and site will meet the requirements of the zoning code and city.

## Subject Property Owner Contact Information

Name(s) of every person or company the applicant represents:
Riverdale Business Park LLC (Mike Ford)

| Mailing Address: | City: | State: | ZIP: |
|---|---|---|---|
| 620 East 1700 South | Clearfield | UT | 84075 |

| Office Phone: | Cell Phone : | Email: |
|---|---|---|
| 801-644-5100 | 801-644-5100 | mike@utahbravo.com |

## Applicant Contact Information (if different from Property Owner)

Name (and agent, if any):
Colby Anderson

| Mailing Address: | City: | State: | ZIP: |
|---|---|---|---|
| 23 North Wellington Drive | Kaysville | UT | 84037 |

| Office Phone: | Cell Phone: | Email: |
|---|---|---|
| 435-757-2004 | 435-757-2004 | colbya@awaeng.com |

*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: 8/31/20

Applicant Signature — Date: 8/31/20

## 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** | $_____ |


Parcel ID : 126430006
PROPERTY OWNERSHIP
Owner : RIVERDALE BUSINESS PARK LLC
Mailing Address : 620 EAST 1700 SOUTH
Mailing City : CLEARFIELD
Mailing State : UT
Mailing Zip : 84015
GENERAL INFO
Parcel ID : 126430006
Site Address : 1556 S 2000 WEST
Site City : SYRACUSE
Site Zip : 84075
Tax Legal Desc : ALL OF LOT 6, SYRACUSE RETAIL SUBDIVISION. CONT. 0.94000 ACRES.
Acreage : 0.94
View Parcel Detail
2500 West
1500 South
2200 West
McDonald's (Walmart)
Walmart
Smart Style
O'Reilly Auto Parts
Dollar Cuts
Wendy's
FiiZ
Thai Jasmine
Imperial Asian Cuisine & Sushi Bar
Papa Murphy's
Carl's Jr.
CVS
Antelope Drive
Bajio Mexican Grill
Snap Fitness
Maverik
Wells Fargo
Don's Meats
2350
2210

DAVIS COUNTY SCHOOL DISTRICT

*SITE DATA*
*SITE AREA = 41,082 S.F. (0.943 AC.)*
*LANDSCAPE AREA PROVIDED = 11,142.91 S.F. (27%)*
*IMPERVIOUS AREA PROVIDED = 7111.09 S.F. (17%)*
*BUILDING AREA = 22,828 S.F (56%)*
*PROVIDED = 6 STALLS*

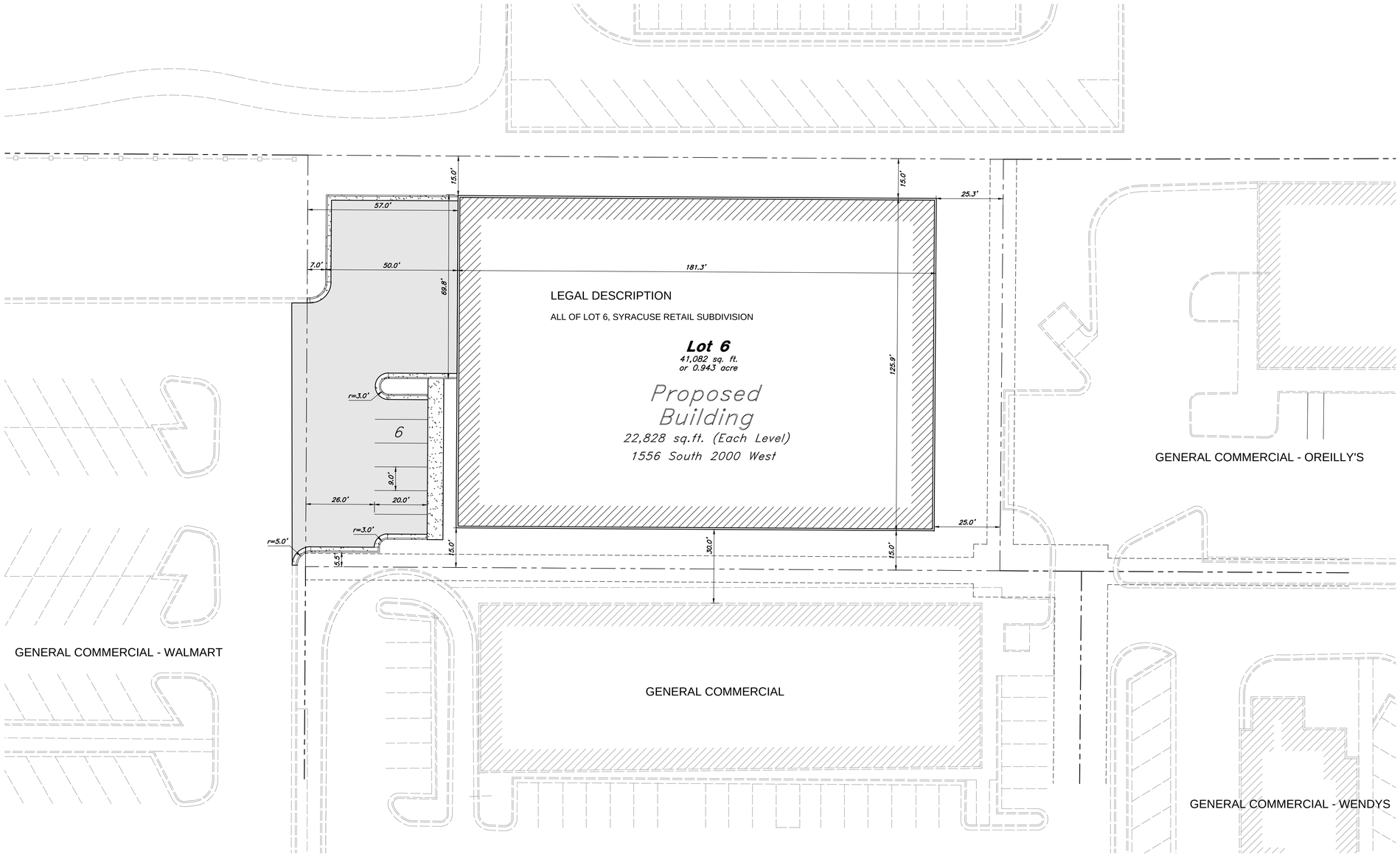
LEGAL DESCRIPTION

ALL OF LOT 6, SYRACUSE RETAIL SUBDIVISION

NORTH

Scale: 1" = 20'

20' 0 20' 40'




REVISIONS:

| | | |
|---|---|---|
| 1 FOR REVIEW | | NSM |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

STAMP:

CLIENT:
1556 SOUTH 2000 WEST
SYRACUSE, UTAH

PROJECT:
PRELIMINARY
SITE PLAN

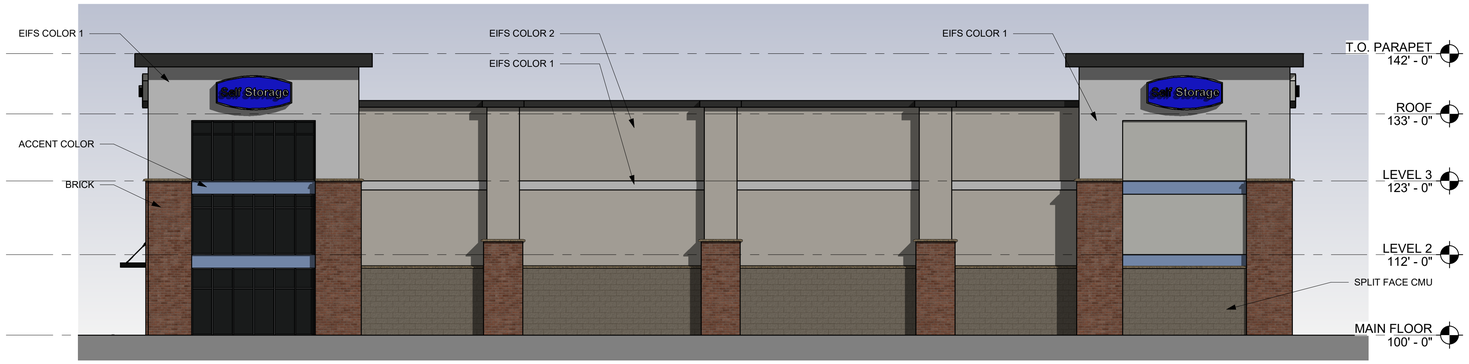
ISSUE:
ISSUED FOR
REVIEW

DATE:

DRAWN BY: NMAJORS
CHECKED BY: CA
DATE: 18 July 2020
DRAWING SCALE: 1" = 20'-0"

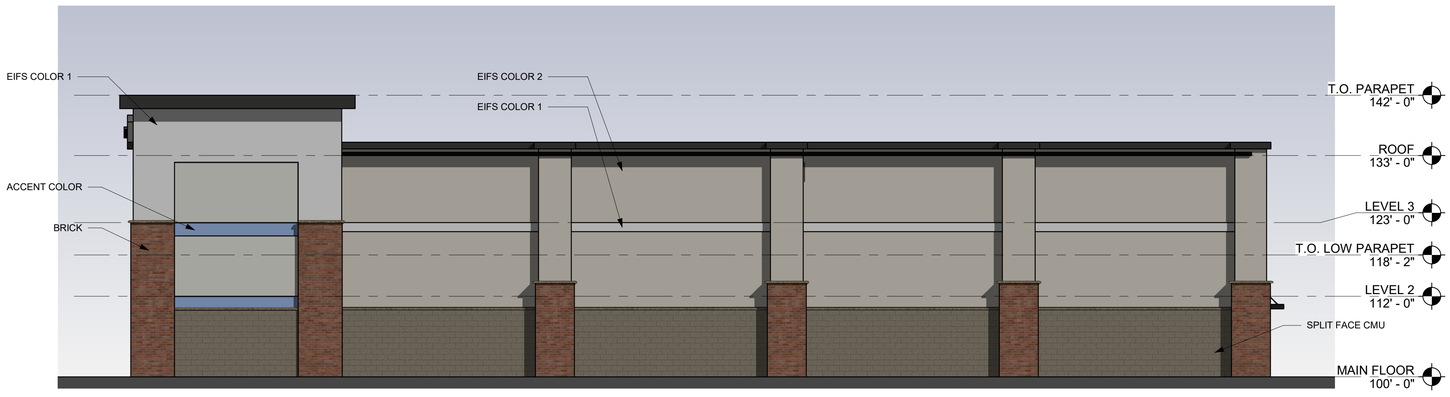
SHEET NAME: *Colby2*

PROJECT NO:
SHEET NO:
CSP




4 SOUTH ELEVATION

Scale 3/32" = 1'-0"




3 NORTH ELEVATION

Scale 3/32" = 1'-0"




2 WEST ELEVATION

Scale 3/32" = 1'-0"




1 EAST ELEVATION

Scale 3/32" = 1'-0"

c|d

CARLISLE DESIGN

SYRACUSE SELF STORAGE

SYRACUSE, UT

DRAWING TITLE
EXTERIOR ELEVATIONS

PROJECT NUMBER -

REVISION NUMBER 2

DATE:

DRAWN BY: -

CHECKED BY: -

SHEET #

A-201


Self Storage

# COUNCIL AGENDA

October 13, 2020

**LEGISLATIVE ITEM**

Agenda Item #**12**

**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 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. It is acceptable that the plans at this point are not in 100% compliance with ordinance because the purpose of requiring detailed plans with the rezone is to understand the developer's proposal. Any outstanding issues would be worked out prior to site plan approval should the zoning be granted. 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.

The project was reviewed again by City Council on 9/8/20. There were discussions surrounding the feasiblity of the office portion and how to ensure that the office will indeed be built. Ways to minimize impacts to the neighbors to the south ware also discussed. The item was tabled so council could have more time to discuss the application.

The item was again discussed on 9-22-20 where the council continued discussion on architecture and the office buildings. It was requested that elevations for the second office building be provided which the developer has since furnished and are included in the packet.

***Goals of Discussion***

Either approve, approve with conditions, deny or table the item.

# Entitlement Process:

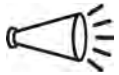
## 1. Rezone/General Plan Map Amendment



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



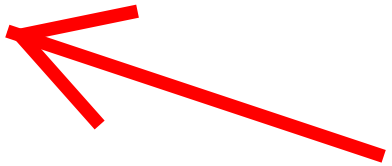
1.5. City Council Work Session – Public Meeting – meets on 4th Tuesday @ 6pm

- 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



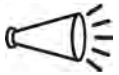
## 2. Site Plan



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 # |
|---|---|---|
| | | |

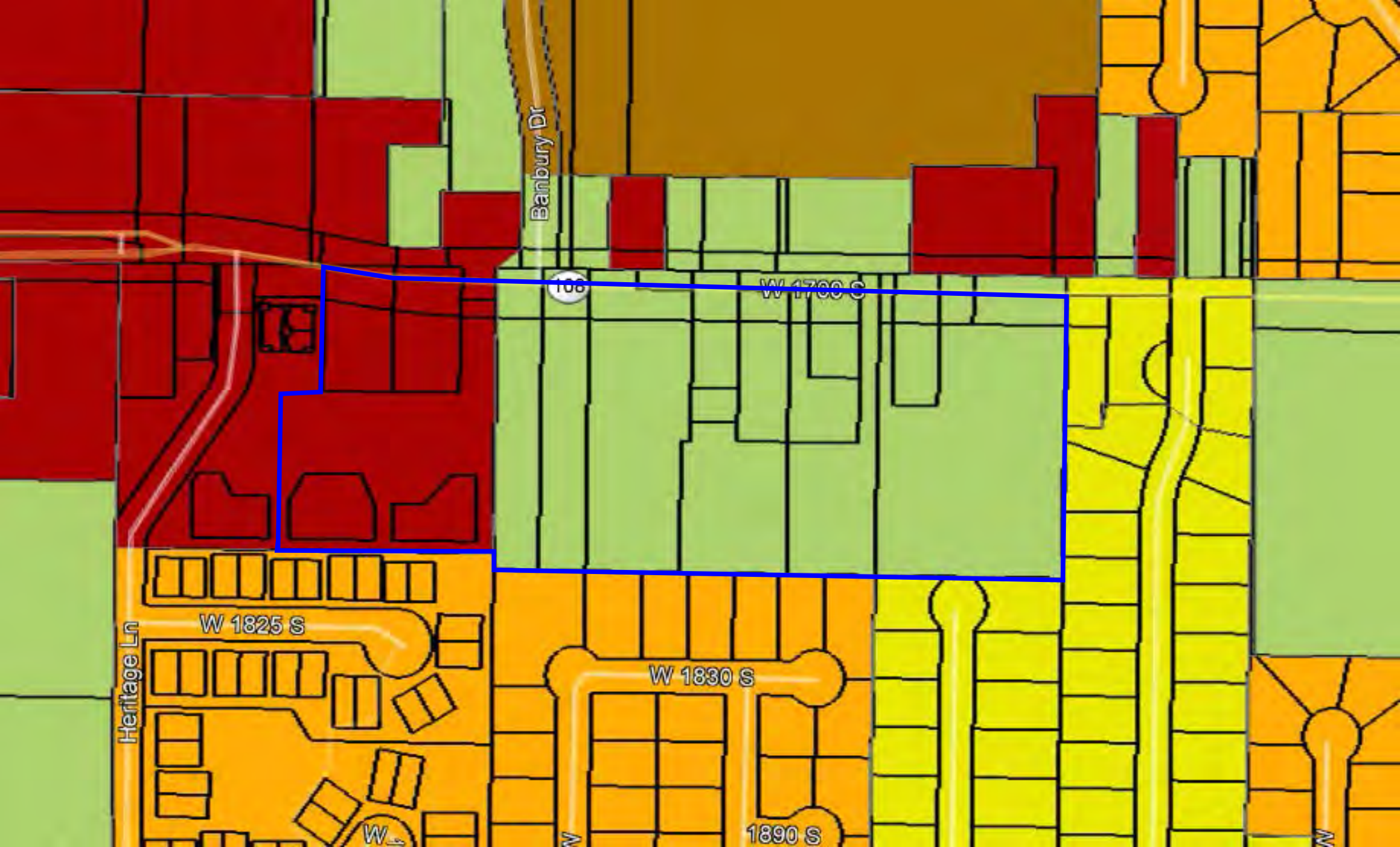
Payment Type: ☐ Cash ☐ Credit Card ☐ Check#_____

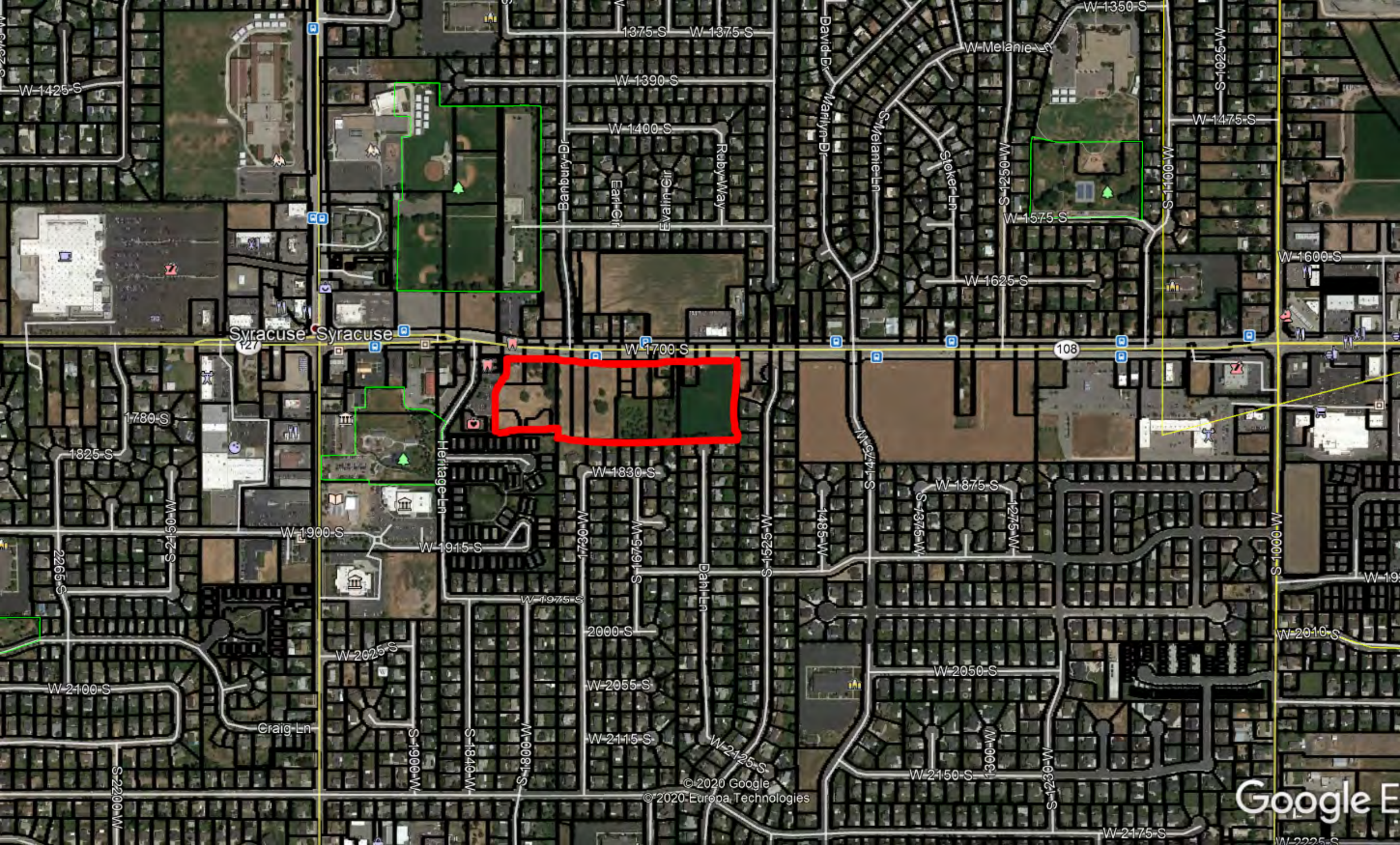
Land Use Authority Date:

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
© 2020 Google
© 2020 Europa Technologies
Google E

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

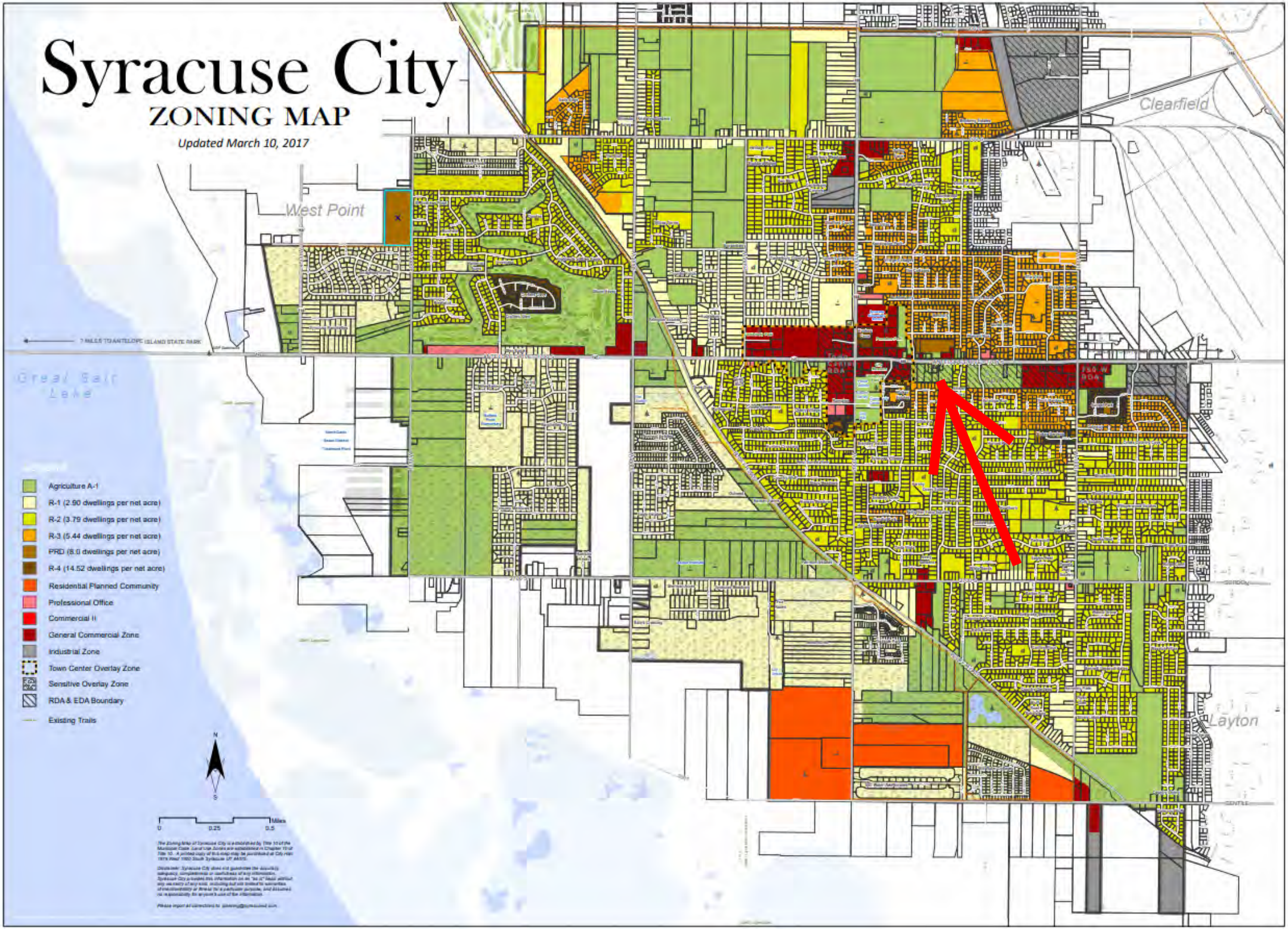
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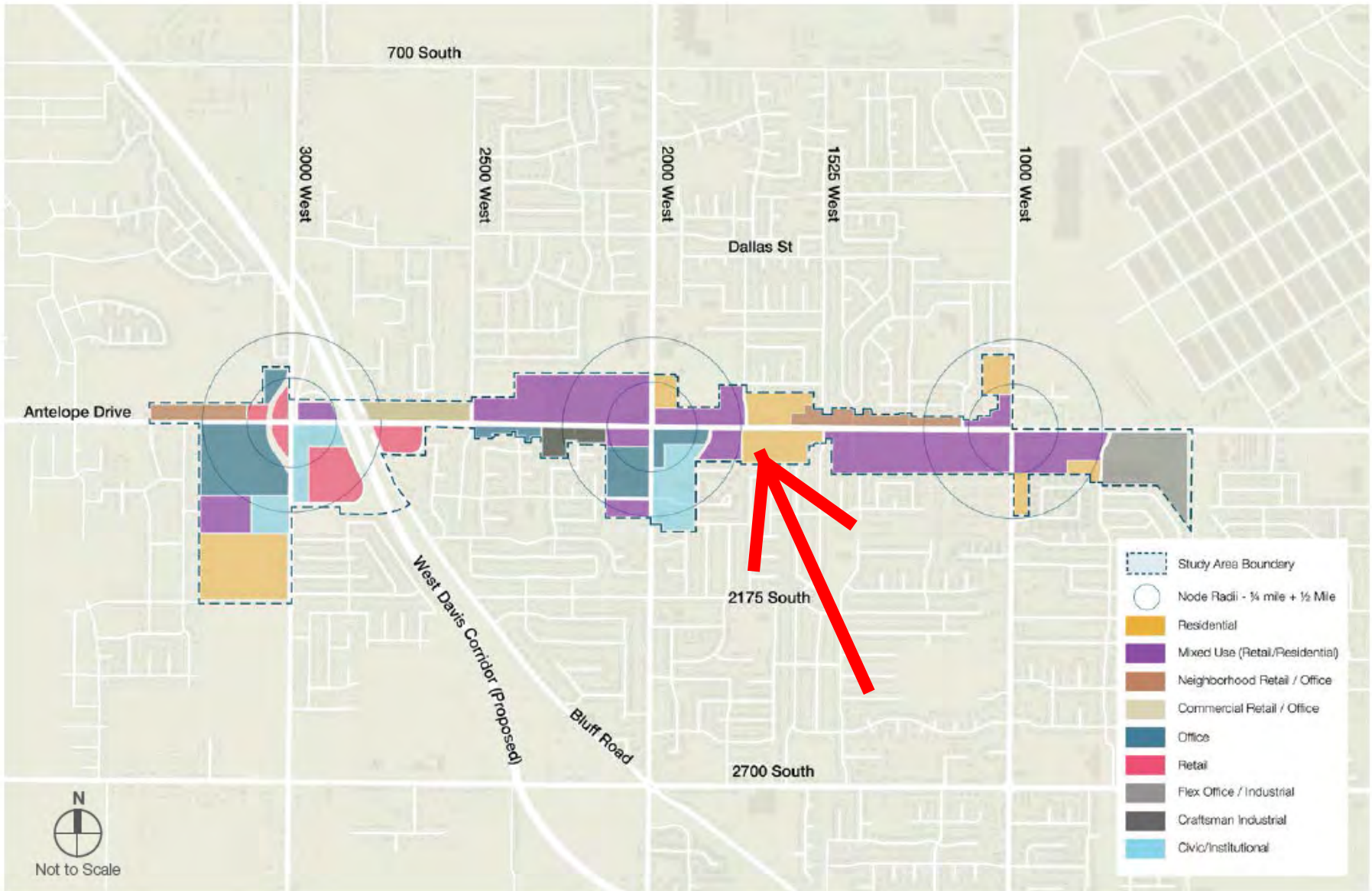
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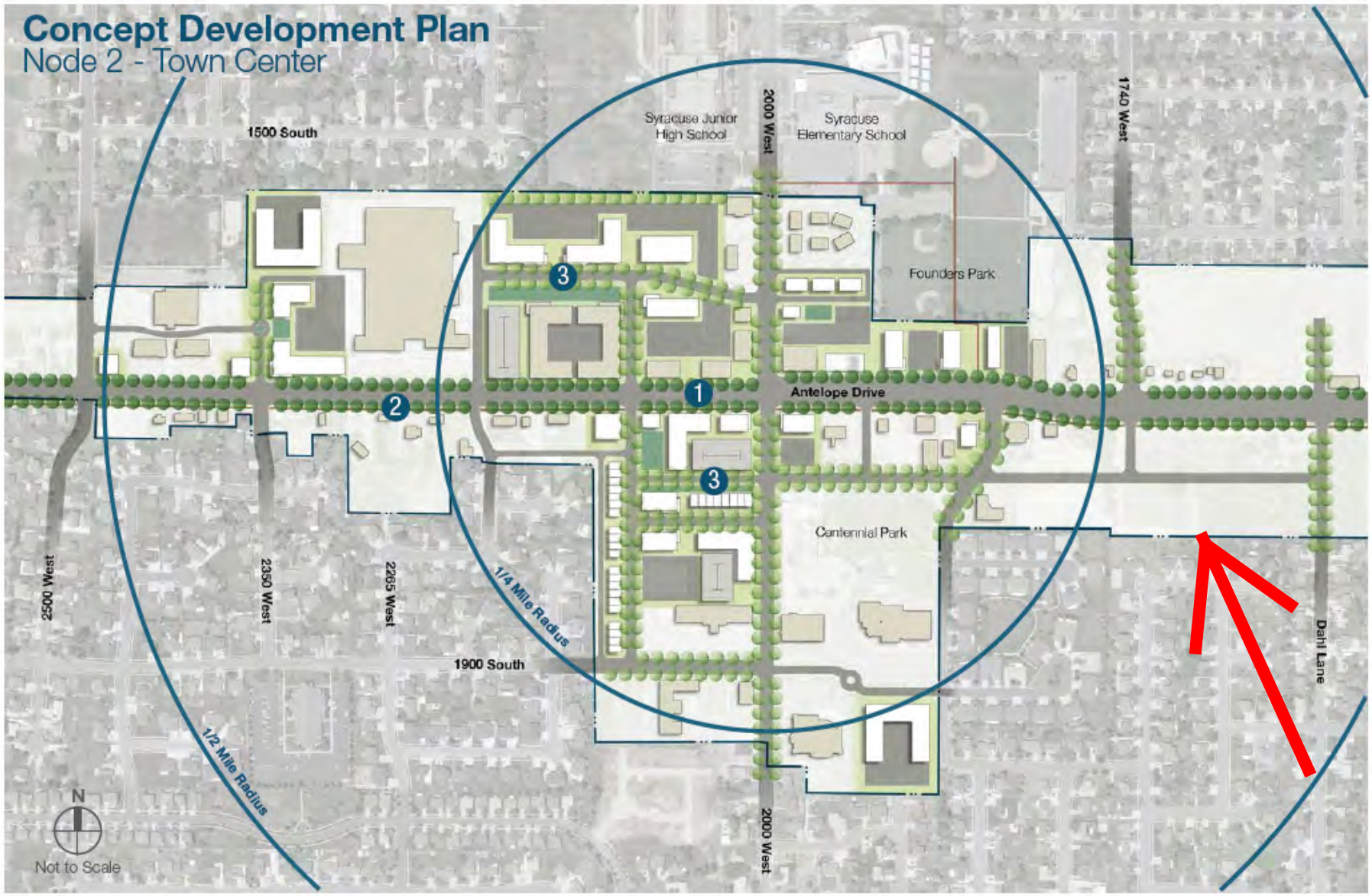
# Syracuse City

## 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.



**Review for compliance with the Mixed-Use Development Zone (MXD) Chapter 10.92**

Completed by: Noah Steele, AICP

Date Completed: 10-7-20

Plans Reviewed: 9-24-20 site plan, 7-15-20 elevations, 9-24-20 updated elevations for Office2 and Building C

| Existing Ordinance | Staff Analysis |
|---|---|
| **10.92.010 Purpose**<br>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**<br>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:<br>(A) Restaurants, no single tenant/stand-alone;<br>(B) Professional office;<br>(C) Professional nonretail services;<br>(D) Retail, no automotive maintenance, gas, or repair;<br>(E) Churches, synagogues, and temples;<br>(F) Dwellings, multifamily, up to 24 attached per building;<br>(G) Dwellings, townhomes, up to six attached per building;<br>(H) Dwellings, single-family detached;<br>(I) Household pets; | Multi-family Dwellings permitted under F. Office permitted under (B) Retail permitted under (D). Other commercial uses unknown at this time.<br><br>Building 'A' has 34 units. Max of 24 per building |

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| (J) Public and quasi-public buildings;<br>(K) Club houses and recreational facilities;<br>(L) Public parks. [Ord. 19-17 § 1 (Exh. A).] | |
| **10.92.030 Conditional Uses**<br>The following, and no others, may be conditional uses permitted after application and approval as specified in SCC 10.20.080:<br>(A) Minor home occupations (minor);<br>(B) Accessory dwellings (major, allowed with single-family detached units only);<br>(C) Temporary commercial uses (see SCC 10.35.050) (minor);<br>(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**<br>All lots shall be developed and all structures and uses shall be placed on lots in accordance with the following standards:<br>(A) Minimum Lot Standards.<br>(1) Lot width: no minimum or maximum.<br>(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.<br>(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.<br>(4) Rear yard setback: as measured from foundation to adjacent property line or between buildings, 20 feet. | Meets front setbacks –<br><br>Meets side setbacks<br><br>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'. |

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| (C) Mixed Use Required.<br><br>(1) One hundred percent residential projects are prohibited.<br>(2) Apartment complex sales offices may not be the project's sole commercial space.<br>(3) The development agreement shall require that the commercial component of the project cannot be omitted and shall run with the land.<br>(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.<br><br>(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:<br><br>(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. | 50,800 sf commercial provided in a stand-alone three-story office building and a second two story office building where the 'old white house' stands.<br><br>Multiple landowners but everything provided on-site. |

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| (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.<br><br>(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. |
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| (D) On-Site Amenities and Landscaping.<br>(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:<br>Number of Units: Amenities Required<br>0 – 20 : 1<br>20 – 40 : 2<br>40 – 60: 3<br>60 – 80: 4<br>80 – 100: 5<br>100 +: 6<br>(2) List of Amenity Examples. Select from list the number required from table above:<br>(a) Water amenities (for example: pools, hot tubs, steam room); | Meets ordinance. Clubhouse, gym, pool, hot tub, tot lot, green open spaces. |

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| (b) Sport amenities (for example: tennis, pickleball, lighted basketball courts);<br>(c) Community gathering amenities (for example: play structure, village green, pavilion, outdoor kitchen);<br>(d) Other amenities deemed appropriate by the Planning Commission. | |
| (3) Open Space. A minimum of 20 percent of the project area shall be landscaped. | 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' vinyl, composite, or Precast concrete fence with 10' wide landscape with 1 tree and 5 shrubs every 50'. 8' vinyl fence proposed – Planning Commission to make recommendation on fence type during site plan if zoning granted. |
| (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 | |

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| | master plan, and such qualification shall be decided at the time that the Council reviews the concept plan.<br>(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.<br>(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.<br>(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.<br>(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.<br>(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.<br>(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.<br>(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. | |
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| (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. | Meets ordinance |
| (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. | |
| (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. | none provided, may be developed further during site plan. |
| (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. | Elevations show front doors facing out and sidewalks to each front door. |
| (6) Cross-access for automobiles and pedestrians to and from abutting properties is required where possible. | Meets ordinance. Cross access to Heritage and Dahl provided. Dahl Lane –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 but sidewalk remains on plans. Update plans to reflect this. |
| (7) On-site and off-site pedestrian sidewalks and shortcuts are required to increase access to adjacent shopping, employment, parks, or other amenities. | |
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| (F) Architecture.<br>(1) Vertical mixed use motif architecture is required on all buildings within the mixed use zone.<br>(2) Vertical mixed use motif is defined as containing the following elements:<br>(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;<br>(b) Varying window size and height with each segment;<br>(c) Roofs of varying styles with each segment;<br>(d) Large first floor windows and/or storefronts covered by canopy or trellis;<br>(e) First floor storefronts with varying styles on each segment such as bay or recessed entries;<br>(f) Entrance door on chamfered angle when on corner;<br>(g) A design including similar architectural features to the example image below, but not construed as a requirement to match exactly: | Meets ordinance. Front elevations for all buildings provided. Either flat or pitched roof of smaller office building needs to be decided which is preferred.<br><br>Meets Ordinance. Three different elevations provided to ensure variety. |
| | See screenshot of proposed project below |

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| **<u>Old text</u>**<br>(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. | |

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| **New text**<br>(3) Building Height.<br>(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.<br>(i) Required Commercial Square Feet to Maximum Height Ratios.<br>A. One story/maximum 15 feet allowed if: 12 square feet commercial/1,000 square feet residential.<br>B. Two story/maximum 30 feet allowed if: 24 square feet commercial/1,000 square feet residential.<br>C. Three story/maximum 40 feet allowed if: 36 square feet commercial/1,000 square feet residential.<br>(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.<br>(c) Nonhabitable towers, parapets, or other decorative architectural features, excluding roof structure, shall be allowed, but not to exceed 45 feet. | Meets ordinance<br><br>Office height is 40' with tower up to 45'<br>Building A is 33' but with corner tower to 45'.<br>Building B is 39'<br>Building C is 41'9" to tower and 33' to roof.<br><br>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 |

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| (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:<br>(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<br>(b) Are connected and accessible to adjacent commercial or office building(s) with a paved ADA-compliant pedestrian walkway; and<br>(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:<br>(a) Are located with frontage on a street or corner, or part of a contiguous block of commercial buildings which do have frontage; and<br>(b) Conform to the vertical mixed use architectural motif; and<br>(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:<br>(a) Vertical offset in ridge line;<br>(b) Gables;<br>(c) Parapets;<br>(d) Cornices;<br>(e) Dormers;<br>(f) Vegetated terraces;<br>(g) Trellises; or | Meets ordinance |

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| (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 |

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| (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 - not compliant - brick 40%, cement 45%, stucco 15% , Elevation B – not compliant - Brick 29%, Cement 56%, Stucco 15%, Elevation C – Compliant - Brick 28%, Cement board 72%, Office 1 – not compliant - not provided. Office 2 appears to be compliant, but numbers not provided. 10.30.020 (B) says option 2 is 30% brick if cement board – if stucco (option 1), brick rock stone has to be 75%. |
| **10.92.050 Development Process**<br>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.<br>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 | Meets ordinance.<br><br>No material sf provided, only percentages. Percentages/sf not provided for office. Material sf and percentages provided for Elevation C only.<br><br>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. |

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| square footage of landscape areas. Upon zoning approval, the development plans shall be a binding zoning document that runs with the land.<br>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**<br>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).] | 2 required. 2.1 stalls/unit for project provided. Industry average for apartments is 1.7 stalls per unit. Tandem parking not allowed per *10.40.030 (E)* |
| **10.92.070 Signs.**<br>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. |
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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.**<br>(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."<br><br>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. |

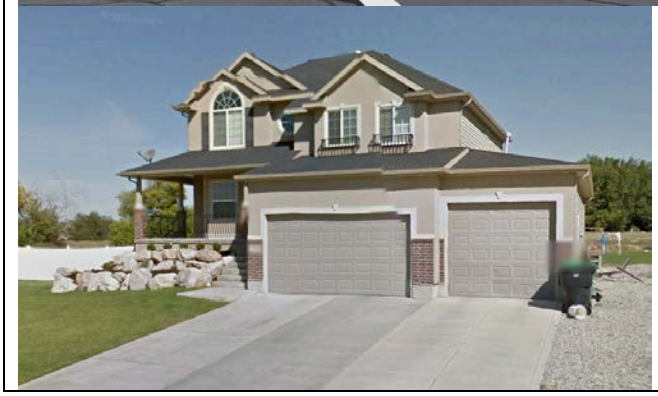
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|---|---|
| (3) The extent to which it may adversely affect adjacent property; and | This project, just like any new residential development, will add traffic, noise, light, and even smells to the neighborhood. Analyzing whether the development will 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:<br><br>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.<br><br>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.<br><br>The city's transportation master plan can be found online here. https://www.syracuseut.gov/DocumentCenter/View/579/Transportation-IFFP-PDF?bidId=<br>All impact fees will be collected on the project to contribute in bringing the plan into fruition. |

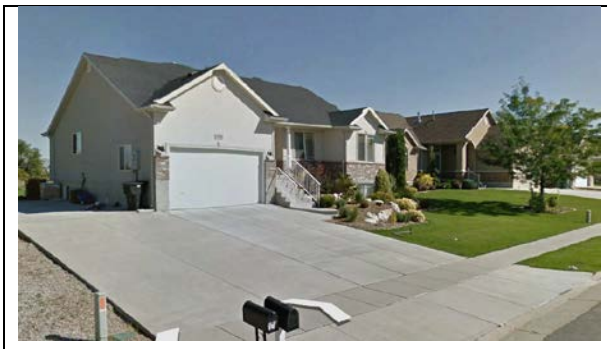
| | |
|---|---|
| | Utilities - All required utilities for the project are available in Antelope Drive, Heritage lane, and Dahl Ln. It has been reported that there is enough culinary water to serve the project and secondary irrigation water will be required to be dedicated to the city before development occurs. The project will contribute significant amounts of impact fees that can be used towards utility improvements as needed.<br><br>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.<br><br>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.<br><br>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.<br><br>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= . |

| | |
|---|---|

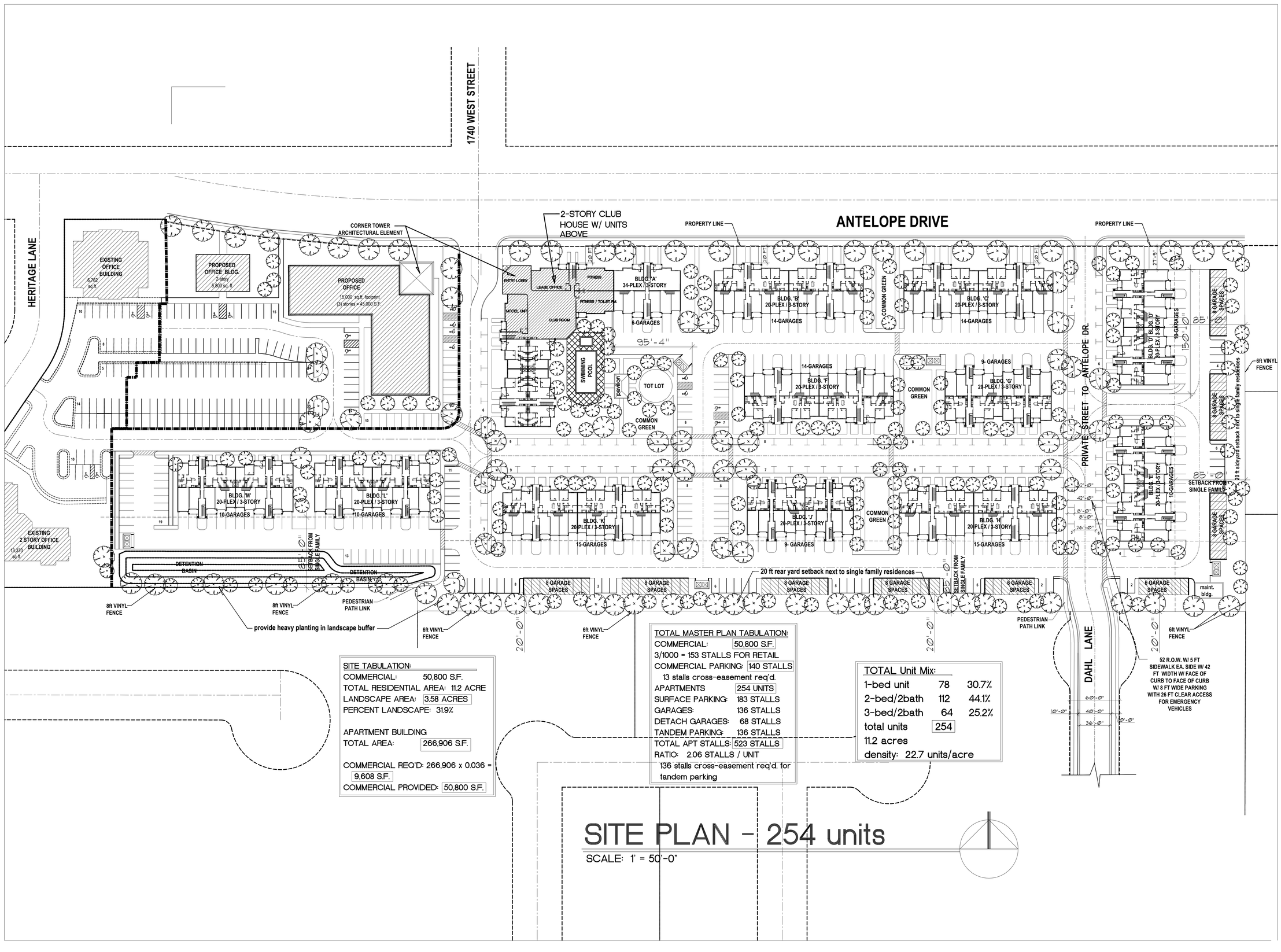



WALKER
ESTATES










SITE TABULATION:

| | |
|---|---|
| COMMERCIAL: | 50,800 S.F. |
| TOTAL RESIDENTIAL AREA: | 11.2 ACRE |
| LANDSCAPE AREA: | 3.58 ACRES |
| PERCENT LANDSCAPE: | 31.9% |
| APARTMENT BUILDING | |
| TOTAL AREA: | 266,906 S.F. |
| COMMERCIAL REQ'D: | 266,906 x 0.036 = 9,608 S.F. |
| COMMERCIAL PROVIDED: | 50,800 S.F. |

TOTAL MASTER PLAN TABULATION:

| | |
|---|---|
| COMMERCIAL: | 50,800 S.F. |
| 3/1000 = 153 STALLS FOR RETAIL | |
| COMMERCIAL PARKING: | 140 STALLS |
| 13 stalls cross-easement req'd. | |
| APARTMENTS | 254 UNITS |
| SURFACE PARKING: | 183 STALLS |
| GARAGES: | 136 STALLS |
| DETACH GARAGES: | 68 STALLS |
| TANDEM PARKING: | 136 STALLS |
| TOTAL APT STALLS: | 523 STALLS |
| RATIO: | 2.06 STALLS / UNIT |
| 136 stalls cross-easement req'd. for tandem parking | |

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
8 OCT 2020

DATE
22 SEP 2020

SHEET NUMBER
A1.1



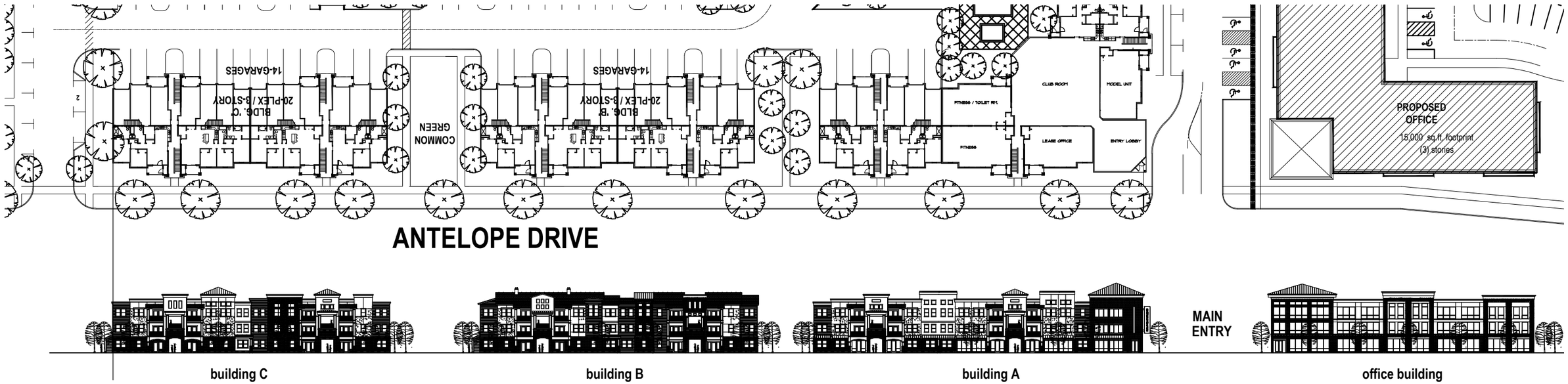

**TOTAL MASTER PLAN TABULATION**
COMMERCIAL: 49,000 S.F.
3/1000 = 147 STALLS FOR RETAIL
COMMERCIAL PARKING: 140 STALLS
7 STALLS CROSS-EASEMENT REQ'D.
APARTMENTS: 254 UNITS
SURFACE PARKING: 181 STALLS
GARAGES: 136 STALLS
DETACH GARAGES: 72 STALLS
TANDEM PARKING: 136 STALLS
TOTAL APT STALLS: 525 STALLS
RATIO: 2.1 STALLS / UNIT

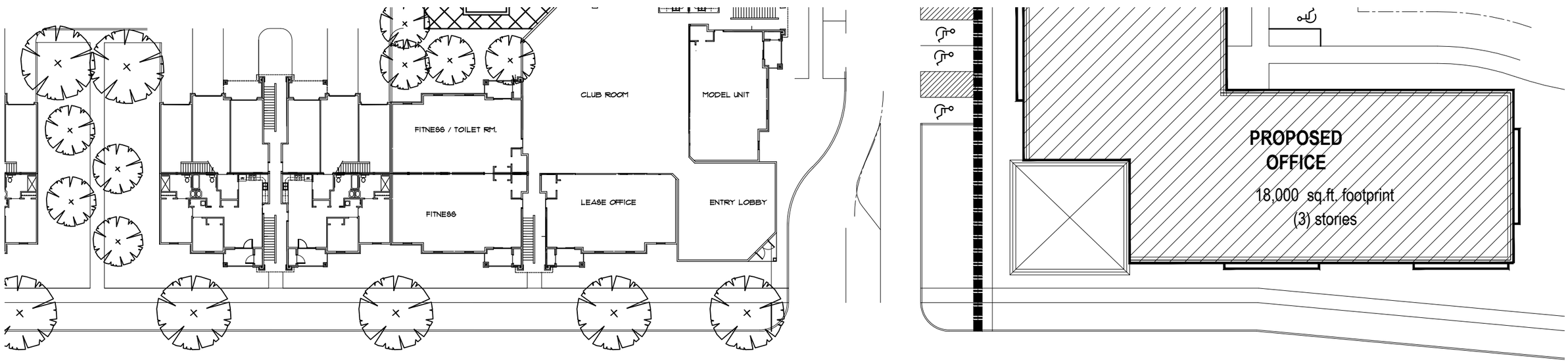
**TOTAL UNIT MIX**

| | | |
|---|---|---|
| 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


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







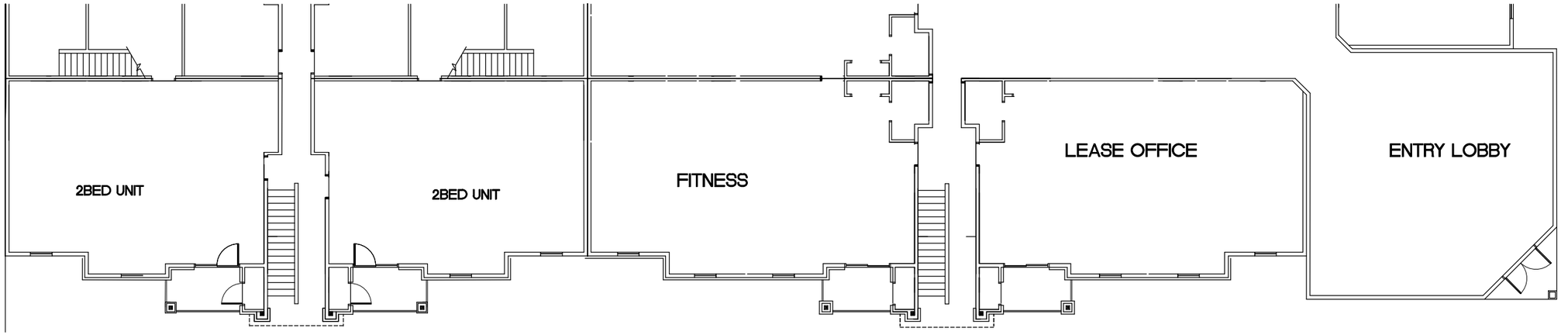
ANTELOPE DRIVE



| EXTERIOR MATERIAL: | |
|---|---|
| BRICK: | 40% |
| CEMENT BD: | 45% |
| STUCCO: | 15% |

# BLDG. 'A' FLOOR PLAN / STREET ELEVATION

SCALE: 3/32" = 1'-0"

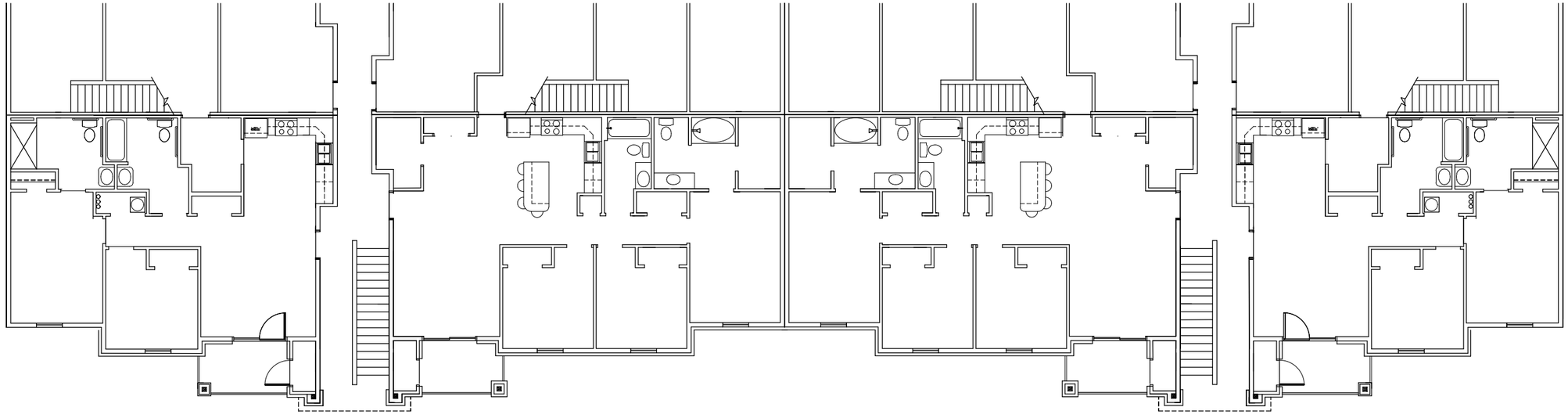






# BLDG. 'A' FLOOR PLAN / STREET ELEVATION

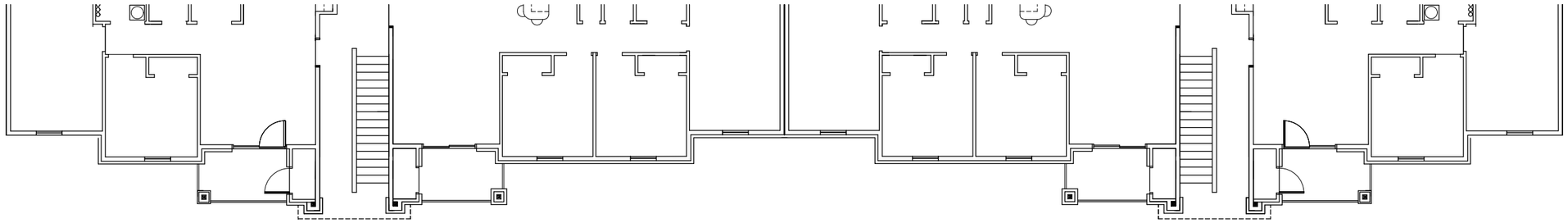
SCALE: 3/32" = 1'-0"

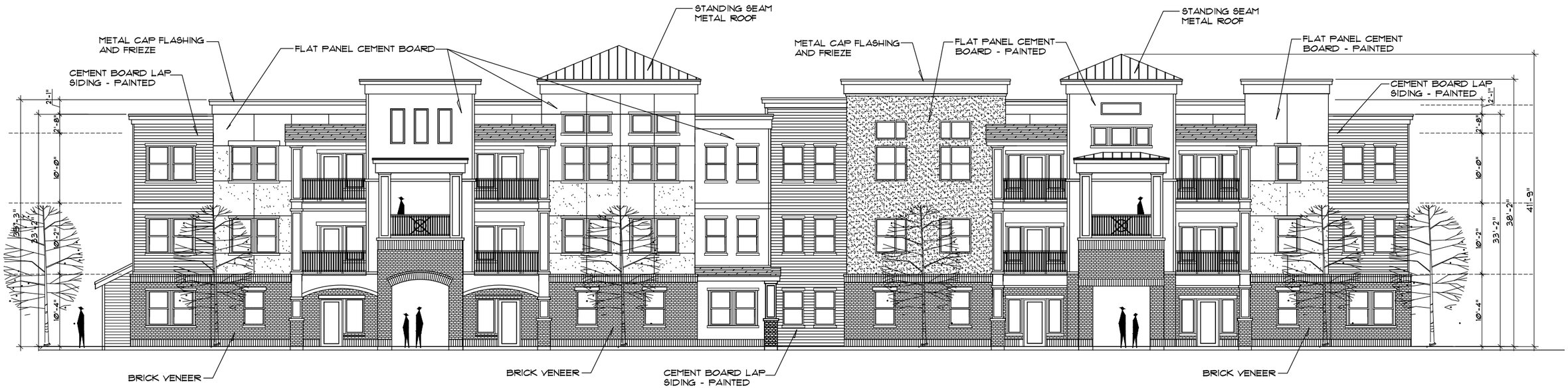





# BUILDING 'B'
# MAIN FLOOR PLAN / STREET ELEVATION

SCALE: 1/8" = 1'-0"






# BUILDING 'C'
# MAIN FLOOR PLAN / STREET ELEVATION

SCALE: 1/8" = 1'-0"

| EXTERIOR MATERIAL: | | |
|---|---|---|
| BRICK: | 2,275 | 28% |
| CEMENT BD: | 4,085 | 72% |
| TOTAL AREA: | 6,360 S.F. | |




# OFFICE BUILDING
# MAIN FLOOR PLAN / STREET ELEVATION

SCALE: 1/8" = 1'-0"




# PROPOSED OFFICE BLDG. - STREET ELEVATION

**OPTION 1**




# PROPOSED OFFICE BLDG. - STREET ELEVATION

**OPTION 2**



# 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"), and their successors or assigns. 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. Fox, 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.

POTENTIAL 3.1: The submitted plans are known to be out of conformance with the following sections of the Syracuse Land Use Code:

(a) Section 10.92.020(F) – limiting all buildings to a maximum of twenty-four (24) residential units per building
(b) Section 10.40.030(E) – Prohibiting tandem parking with any use other than single-family or duplex homes.

POTENTIAL 3.2: Pursuant to Section 10-9a-102(2) of the Utah Code, the City Council finds that it is appropriate for the use and development of land to apply the following land use controls to the Project based upon the specific circumstances of the site and development, notwithstanding the contrary ordinances identified in Subsection 3.1 of this Agreement:

(a) Thirty-four residential units may be included in one building if all of the following apply:
    (1) The building contains both commercial and residential uses;
    (2) The building is bisected by a common area such as a fitness center or common amenity; and

(3) The building is located on a corner and will be constructed with frontage along a collector or arterial road.

(b) Tandem parking is permitted for multi-family residential buildings so long as additional parking for guests or residents is provided for through a shared parking agreement, in at least the same number of parking spaces as those identified as tandem.

This Subsection shall not affect or override any other provision of the Syracuse City Land Use Code.

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, unless that number is modified pursuant to Section 6.3.3 of this Agreement.

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, unless modified pursuant to Section 6.3.3 of this Agreement.

5.2. **Common Space**. The Project contains 31.9% landscaped area, along with a clubhouse, club room, conference room, tot lot, swimming pool, hot tub, fitness center, outdoor BBQ stations, outdoor patios, 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 and Other Code Requirements**. All homes and buildings within the Project shall meet the standards established by 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 or any plans submitted with the zoning application do not override City code requirements related to architecture, site planning, engineering, building codes and applicable City ordinances.

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 in the amount of one-hundred thousand dollars ($100,000.00) 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 construction on the building will commence within six months 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. Once construction has begun on the commercial component, the surety may be released for construction purposes. 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.

6.3.3. Market Forces. The Parties acknowledge the uncertain market for large office buildings in the current climate. Developer agrees that upon receiving zoning approval, it will employ at least one commercial real estate broker to market and promote the space, and maintain at least one broker at all times until the Office Building is constructed. If insufficient tenants can be found for the office space by December 31, 2023 despite these promotions, then the Developer may submit an alternative Site Plan that includes 24 residential units on the second and third floors of the Commercial component, so long as the minimum square footage of the development's commercial space is within the minimum space required under Chapter 10.92 of the Syracuse Municipal Code, and the Site Plan complies with all other applicable ordinances and other provisions of 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. **Crime-Free Multi-Housing Program.** Developer and any successor in interest agrees to maintain a crime-free multi-housing program which provides for expeditious eviction of tenants who commit criminal activity in the Development. Developer also agrees to implement suggested Crime Prevention Through Environmental Design principles as suggested by the City, so long as the principles are consistent with City codes and may be implemented without undue expense. The City will cooperate with Developer in the operation of this program, including providing redacted police reports regarding criminal behavior to the Developer which occur in the Development without cost. Developer will cooperate with the City police department and report its actions with respect to any tenant for which a police report was submitted to the Developer or a successor landlord.

9.1 If the City implements a Good Landlord Program pursuant to Utah state law, then this Section will be superseded by that implementation, and the landlord will have the option of participating in the City's good landlord program.

10. **Culinary Water**.

10.1. Two connections to the City's culinary system are required.

10.2. The Developer shall connect into the existing culinary and secondary water lines in Dahl Lane and loop them through the Project.

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, in accordance with Syracuse Municipal Code § 8.10.090. Credit will be given for portions of the Project that have previously conveyed water shares to the City, as per City code.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **General Terms and Conditions.**

18.1. 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.

18.2. 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.

18.3. 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.

18.4. 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.

18.5. 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.

18.6. 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.

18.7. 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.

18.8. 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.

18.9. 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 RELATED TO PROPERTY LOCATED AT 1600 WEST 1700 SOUTH AND APPROVING 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, comfort and safety of is residents and those visiting the City; and

**WHEREAS**, the owner and potential developer of property at approximately 1600 West 1700 South, Davis County Parcel IDs # 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, 12085-0124, 12-085-0097, 12-085-0104, and a portion of 12-0380-0006, has requested that the zoning for the property be changed to MXD (Mixed Use Development); and

**WHEREAS**, the Planning Commission conducted a public hearing on the issue and recommended the zone change; and

**WHEREAS**, the Council finds that the amendment is consistent with the general plan map and advances the interests of the community; and

**WHEREAS,** the City Council has reviewed the Development Agreement prepared in association with the project, an in compliance with SMC § 10.92.050, and approves of its contents; 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 plans and elevations generally meet the intent of the MXD zone, which elements will be subject to further review during the site plan review process.

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

**Section 1**. **Amendment.** The zoning designation for the properties located at approximately 1600 West 1700 South are changed to MXD, as shown on a map attached in Exhibit A and as described in the Development Agreement. This approval does not authorize deviation from existing, applicable ordinances.

**Section 2.** **Development Agreement.** The City Council authorizes the Mayor to execute the Development Agreement, attached as Exhibit B, based on its approval of the Agreement.

**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 after publication or posting.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS ____th DAY OF OCTOBER, 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