SYRACUSE CITY

Syracuse City Council Regular Meeting **AMENDED**
November 10, 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/86807555000
Meeting ID: 868 0755 5000
Connect via telephone: +1-301-715-8592 US
Meeting ID: 868 0755 5000

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 November 10, 2020. Comments submitted by the deadline will be read for the record of the meeting.*)
3. Accept public input regarding Ordinance 2020-24 adopted October 27, 2020, amending the zoning from R-1 residential to R-3 residential for property located at 2889 S. 3000 W. *Please limit your comments to three minutes.*
4. Approval of Minutes: (5 min.)
   a. October 13, 2020 Business Meeting.
   b. October 27, 2020 Work Session Meeting.
   c. October 27, 2020 Special Business Meeting.
5. Consent agenda:
   a. Authorize Administration to execute Second Amendment to Annexation and Development Agreement for property located at 700 S. 4000 W. and 1200 S. 4000 W., Criddle Farms Subdivision.
   b. Authorize Administration to execute agreement with Weber Basin Water Conservancy for the sale and use of district three untreated water.
   c. Proposed Ordinance 2020-27 amendment to Zoning Map from agricultural A-1 to residential R-3, 60 acres located at approximately 2400 West 3700 South.
6. Recognition of Community and Economic Development (CED) Department for graduating the Economic Development Corporation of Utah (EDCUtah) "Development Ready Communities Program". (5 min.) *Council discussion, if necessary, will commence with **Councilmember Bingham.***
7. Discussion and/or action of Interlocal Agreement with Wasatch Integrated Waste Management District for use of CARES Act Funds. (10 min.) *Council discussion, if necessary, will commence with **Councilmember Bolduc.***
8. Public hearing: (10 min.) *Council discussion, if necessary, will commence with **Councilmember Maughan.***
   a. Declare various parcels of real property located near the preferred alignment of the West Davis Corridor project as surplus property.
   b. Proposed Resolution R20-36 authorizing the transfer of property to the United States Bureau of Reclamation.
   c. Proposed Resolution R20-37 authorizing the sale, trade, or acquisition of various parcels with the Utah Department of Transportation.
9. Public hearing: declare a parcel of real property located at 1830 S. 3000 W. as surplus property and consideration of Real Estate Purchase Agreement with Syracuse Arts Academy, LLC. (10 min.) *Council discussion, if necessary, will commence with **Councilmember Savage.***
10. Public hearing: declare a parcel of real property located at 1200 S. 1000 W. as surplus property. (10 min.) *Council discussion, if necessary, will commence with **Councilmember Teague.***
11. Public hearing: declare a parcel of real property located at 2068 W. 1700 S. as surplus property. (10 min.) *Council discussion, if necessary, will commence with **Councilmember Bingham.***
12. Proposed Ordinance 2020-28 amending Sections 10.85.020 and 10.85.030 of the Syracuse City Code pertaining to day care, preschool, and dwelling uses in the Professional Office Zone. (10 min.) *Council discussion, if necessary, will commence with **Councilmember Bolduc.***
13. *****Discussion regarding adjustments to City operations responsive to State of Emergency declared by Governor Herbert on November 8, 2020. (10 min.)** **Council discussion, if necessary, will commence with Councilmember Bingham.*****

14. 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 November 10, 2020. Comments submitted by the deadline will be read for the record of the meeting.*)
15. Mayor/Council announcements.
16. Recess to convene in work session meeting.
17. Reconvene and consideration of adjourning into Closed Executive Session pursuant to the provisions of Section 52-4-205 of the Open and Public Meetings Law for the purpose of discussing the character, professional competence, or physical or mental health of an individual; pending or reasonably imminent litigation; or the purchase, exchange, or lease of real property (if necessary).
18. 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 9th day of November, 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 November 9, 2020.

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

November 10, 2020

Agenda Item **#4** Approval of Minutes.

Factual Summation

- Please see the draft minutes of the following meeting(s):
    a. City Council Regular Business Meeting of October 13, 2020.
    b. City Council Work Session of October 27, 2020.
    c. City Council Special Business Meeting of October 27, 2020.

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

Minutes of the regular meeting of the Syracuse City Council held on October 13, 2020 at 6:00 p.m., held virtually via Zoom, meeting ID 815 1131 1044, and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020. Pursuant to written determination by the Mayor finding that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present due to infections and potentially dangerous nature of Infectious Disease COVID-19 Novel Coronavirus.

DRAFT

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

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

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

1. Meeting Called to Order/Adopt Agenda

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

Mayor Gailey then noted that Councilmember Bingham is participating from a location other than her home; she is located at approximately 1475 W. Allison Way as she is attending the parade to welcome home Sara Frei; Ms. Frei was injured horribly in a head on collision with a drunk driver in July and she was released from the hospital today. Mayor Gailey added that just before the accident, Ms. Frei's father witnessed another motor vehicle accident near his home and was instrumental in saving the life of one of those involved. Syracuse is fortunate to have the Frei family as part of the community.

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

2. Public comment:

Mayor Gailey stated that tonight's meeting agenda provided instructions for residents to email their public comments to City Recorder Brown by 5:00 p.m. tonight in order for them to be read into the record of the meeting. He indicated no written public comments were submitted to Ms. Brown prior to the deadline.

Mayor Gailey then invited Zoom participants to provide public comments.

Steven Wright summarized the following written statement:

"First: As residents of Walker Estates for almost seven years and residents of Syracuse for almost twenty-one, thank you (and your predecessors) and the city staff who have worked so diligently to maintain, build and grow our unique and wonderful city.

Second: We have had opportunity to read the comments submitted to you by several of our neighbors. We respect and appreciate them for their tireless service to Walker Estates families – and to the city – regarding the proposed development of the property just to the north of Walker Estates on Antelope Dr. We concur in their comments, especially as they directly refer to complying with those ordinances effecting the application for zoning change. Additionally, despite inferences to the contrary, our intent is not to stop development in Syracuse. Rather, we want to help ensure that development in the city reflects not only proper management that benefits the citizens as well as the city, but also provides confidence in the process to achieve that development.

Given our concurrence to those letters and comments, I will limit our comments to stress a major item of concern that we believe the council has given only little recognition to. We only highlight it here:

As you are fully aware, the pertinent sections of City's Ordinance regarding Mixed Use Development("MXD") and those subsections that have often been referenced. [§10-92 and sub-§s 10.92.010 (Purpose); §10.92.040 (B) Density; and §10.92.040 (F) Architecture(3) Building Height (b)]. These three subsections set forth basic (read, *minimal*) standards required by the ordinance pertaining to mixed use development.

While the developer may have met a basic (again, *minimal)* requirement of §10.92.040(F) by recommending to build two, three-story high apartments at least 85 feet from Walker Estates, it seems more than clear to us it has failed at this point to approach what we see as one of – if not the most - MXD central guiding requirements of the MXD that directly impacts neighbors to any such development. That requirement is in sub-§10.92.040(B) Density. That requirement states, "Unit densities and housing product types *shall be distributed* on site with *extreme sensitivity to adjacent development type and density . . . ."* (*Emphasis added.)*

Many years in the field of law taught me that word choice in drafting laws and ordinances has important meaning. Words such as "*extreme sensitivity*" are given special attention when a dispute is involved, and especially so when the drafting of such words is attributed to only one of the parties. Accordingly, since this is a city ordinance, these words ("*extreme sensitivity*") must be given special attention now.

With due respect, we feel that both the planning commission, as well as this council, have not given this ordinance requirement anywhere near the attention that it deserves. In fact, it is hard for me to recall any discussion in any of the open meetings that would lead me to believe the words "extreme sensitivity" have been given anything but passing lip service. In this regard, we strongly suggest that you, as our elected city council members, give provide substantive thought and open discussion to allow those words, "*extreme sensitivity*", to be felt by those of us who are directly affected by your actions in this matter. But more than that, as a city, we need to know they mean something to all of us, and not just that should now give to the Walker Estates neighborhood. Much more could be added.

We respectfully ask that you give this requirement the public consideration it deserves, and not leave its discussion to opportunities outside of the public forums available.

Respectfully,

Steve and Linda Wright"

Stan Epps referenced the proposed development of property located at 2889 S. 3000 W. The residents have not been given an opportunity to provide input on this project. When he and his neighbors fought past developments around their property, the developer worked with residents and the Council to create buffers and other accommodations to try to address the concerns. He stated that he lives in a farming community and is now being told that more houses will be stacked around his property; this is morally and ethically wrong to be considering this type of development without any consideration of the current conditions in the area. He has spoken with a real estate attorney about this issue and he indicated this type of activity is spot zoning; the City went to a developer and made concessions to help him develop his property. That is great for the developer but why does the City not care about the existing residents' property rights. Elected Officials are expected to protect property rights and he should not be dealing with the possibility of having a large number of homes directly adjacent to his farming property. He raises cattle on his property, but he does not have agricultural protection because his property is less than five acres in size. Last time he spoke to the City he was told he did have some protection, but that is not correct. He asked that the Council table action on the proposed zone change ad visit the property in person to gain a true understanding of the manner in which the project will impact existing residences. The City should not allow projects that are harmful to the way of life for existing residents; the City is showing great support for others in the community, but where is the support for the people that live in his neighborhood. He should not be forced to take time out of his day to fight against this type of project again.

Amy Epps also discussed the project proposed for property at 2889 S. 3000 W.; the property is only 2.2 acres in size and the developer is seeking R-3 zoning to build a higher density project between existing R-1 projects. She stated that the

residents fought hard for buffering between their property and the Shoreline project to the south; the Shoreline project is R-1, and this proposed R-3 project would be out of place. She added that if the City is offering the developer any sort of financial incentive, that is a conflict. She echoed her husband's sentiment that an action to rezone this property is the definition of spot zoning. She added that buildings should not be allowed to be built right on a property line; she has roosters and cows on her property, and she expects that new residents will complain about those nuisances. She stated that she loves where she lives, and she begged the City to maintain the existing density and only allow R-1 compliant development. She also encouraged Councilmembers to visit the property in person.

Susan Booth stated she lives next to the property mentioned by the Epps's and Wrights. She echoed all the comments that have been made and noted she wants to remain on her property. When she does pass away, she would like for her property to remain as it is or for the future owner to have the opportunity to develop it, but to do so, they would need a stub road into her property. She asked for that requirement to be included in this project, otherwise the City will be favoring one property over another, which is the definition of spot zoning. She then noted that she has slaughtered animals on her property, and she is concerned that future neighbors will complain about that process in the future. She is unsure how many homes will be located directly adjacent to her property if the zone change is approved, but it would be nice to be able to sit down and talk to someone about the plans for the project; not once has anyone approached her as the direct neighbor of the property.

Keith Bourgeous stated he and his wife live across the street from the proposed development; when they moved there 20 years ago, the property was still part of unincorporated Davis County. When he improved the property, he was required to annex into the City in order to get access to City services. He stated that he played by the rules when he moved there, and he is asking that others be required to play by the rules. If the City approves a project that allows for roads and other infrastructure in places that surround agricultural properties, the owners of those properties will be forced out. He added that the City's website includes beautiful pictures that give the appearance of a great deal of open space in the community; yet, the way the City is developing, one would think that the City does not believe in open space at all.

Bonnie Bourgeous read a prepared statement expressing her opinion about the proposed project.

> "I would like to share an analogy, since the mayor is fond of stories and analogies and data and facts seem to fall on deaf ears. I recently watched the Lorax with my high school biology class and could not help but think about the Once-ler – an eager businessman whose self-interest and desire for personal economic growth destroyed an entire environmental community. A line from the original Dr. Seuss story "people don't understand what happens when things get out of hand." The proposed zoning change from R1 to R3 for the

> Tuscan development will be a "Taking" from the surrounding neighbors and result in a loss of lifestyle, just like the Barboloot Bears in the Lorax, the surrounding neighbors will need to find a new place to live to have their current lifestyle. The farming and raising of large animals will be infringed upon by the R3 designation. This is a taking of our rights that we currently have on our land. Like the Lorax, I am speaking for the neighborhood, to save our lifestyle and protect our environment. While the city planner may argue that the new Shoreline development is "high density" the Shoreline developer changed the lot size on the "edge" lots for a buffer zone to protect our agricultural lifestyle and are R1 size lots. The focus of my class lesson was on sustainable development. Allowing developers like the once-ler is not sustainable. As a city council, do not be a onceler – Do not continue to support the onceler's. At the end the Onceler shows the boy the "UNLESS" – a single word – a faraway thought something that somebody ought You ought to care for our neighborhood and our rights – don't put farmers last – our open space land provide homes for migratory birds, pheasants, raptors, such as falcons, hawks and owls. I believe the growth in Syracuse is not sustainable at the current rate of high-density housing that is coming in. The council is allowing the greed of a single onceler will take away the rights of those who already live in the area. Do not allow the rezoning from R1 to R3."

Keith Bourgeous added that he has reviewed the City's 2050 Plan document and he is trying to understand how the medium density overlay zoning was placed across his property, which is currently zoned for agricultural use. This change will drastically change the community and is giving potential buyers the belief that they can purchase property and are guaranteed to receive approval of a medium density residential zoning designation. He stated this needs to be resolved somehow, but he is unsure of his options for pursuing that resolution. He then stated that the proposed development that is before the Council does not meet City standards in regard to roads and other infrastructure improvements; it will not be harmonious with overall characteristics of existing development. Instead, it will be reliant upon the overlay zoning that is not compatible with the existing land use in the area. This will create an immediate conflict between existing residents and future residents. He asked that the Council direct the City Planning staff to work with the developer and existing residents to address these issues. The residents are not opposed to development, but it must be responsible and harmonious.

Don Knighton addressed the agenda item dealing with development of property at 1850 West 1700 South; he and his neighbors have been trying to schedule a meeting with the developer to talk about the concerns of the residents living in the Walker Estates project, but he has been unsuccessful to date. However, they will meet later this week to discuss the things that

the Walker Estates residents have requested to make them more comfortable with the project. He added that it would also be valuable to address some issues with administering the City Code in regard to matters such as parking. He has expressed concerns about tandem parking since this project was initially proposed, though the ordinance indicates that it should not be allowed. He is also concerned about road widths and they do not meet the requirements listed in the Section 10.40 of the City's land use code. He has asked the City for information about why this Section is not being enforced and staff has only indicated that the Section does not apply to this development. He stated that is confusing to him since Section 10.92 refers to Section 10.40 for parking regulations. Someone needs to address these discrepancies and the State of Utah has indicated that the City should not continue with consideration of this project until the discrepancies are fixed. Each time he speaks to someone about his concerns, it seems to fall on deaf ears.

Paula Knighton stated one of the most difficult challenges to planning more intense community development has been the protection of living conditions in adjacent neighborhoods, especially preserving privacy, solar access, and character of adjacent residences. Maintaining livability in nearby residential areas is critically important. When discussing the mixed-use development next to Walk Estates, the City has already heard the appeals referencing the City's own words about unit density distributed with extreme sensitivity to adjacent development types and density and tapering down the units per acre. However, the physical impacts that will be created for adjacent residences generally rise from two sources; ground level activity, such as parking and services and upper story impacts affecting privacy, sunlight, and visual qualities. Syracuse City Code 10.50.030(C) states that the City will provide adequate light, air, and privacy to meet the ordinary of common requirements of happy, convenient, and comfortable living of the inhabitants of Syracuse and to foster a wholesome social environment. Height limits are important measures to protect privacy and views, and to promote the adequate provision of sunlight, air, and visual safety. The City is not just considering three story apartments abutting two- and three-story residential homes; rather, they are considering three story apartments abutting single-story residential homes. She asked how the City can mitigate height invasion and privacy issues through buffering and fencing. Walker Estates was approved by the City approximately 20 years ago as a Planned Residential Development (PRD) for 55-and-older residents; the intent was to provide a secluded, private neighborhood where older people can feel safe and be active. Walker Estates is unique and cannot be treated the same as a general residential area with through streets and varying home heights. The residents of Walker Estates are currently labeled vulnerable during the COVID-19 pandemic; vulnerable also describes how they feel as the City they trusted to preserve and promote their health, safety, convenience, order and general welfare. These residents purchased their home with the intent of spending the rest of their lives there, surrounded by safe, quiet, and friendly neighborhoods with residents who maintain the area with pride of

ownership. They did not envision living out their retirement years with an invasion of privacy from neighbors living three stories above them or the ground level noise from anything but standard residential. The decisions the Council makes tonight are not just decisions on paper; these decisions impact real people every day of their lives for as long as they live in their current homes. The residents of Walker Estates are reeling at the prospect of the loss of privacy and the increase in noise and lack of security; they are mourning the loss of their dream homes and environment. As the Council makes their decisions tonight, she asked them to remember they are impacting the lives of real people.

3. Approval of minutes.

The following minutes were reviewed by the City Council: Business Meeting of September 8, 2020 and Work Session and Special Business Meeting of September 22, 2020.

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

4a. Common consent: Authorize Administration to execute 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.

COUNCILMEMBER TEAGUE MOVED TO AUTHORIZE ADMINISTRATION TO EXECUTE PAYBACK AGREEMENT RELATED TO INSTALLATION OF INFRASTRUCTURE IMPROVEMENTS BY THE FIELDS SUBDIVISION. COUNCILMEMBER BOLDUC SECONDED THE MOTION; ALL VOTED IN FAVOR.

4b. Common consent: Proposed Resolution R20-34 amending 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.

COUNCILMEMBER TEAGUE MOVED TO ADOPT RESOLUTION R20-34 AMENDING THE SYRACUSE CITY PERSONNEL POLICIES AND PROCEDURES MANUAL. COUNCILMEMBER BOLDUC SECONDED THE MOTION; ALL VOTED IN FAVOR.

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.

A staff memo from the City Recorder explained 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.

Ms. Brown reviewed her staff memo, after which she read both the "for" and "against" arguments for the record of the meeting.

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.

City Council Regular Meeting
October 13, 2020

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)

Mayor Gailey then invited public input regarding the bond position statements.

Josh Hughes stated that when he first heard about the park bond, he was unsure whether he would support it because he is generally opposed to government debt, but as he looked into the project further he developed the opinion that this is an essential project and need for the City. He was taught as an individual to only go into debt for essential things, such as buying a home or for higher education. That same logic applies to the City for essential things; he does not think the City could save enough money to even cover inflation on the cost of completing this project if it is delayed several years. He added that if the private sector would fill this need, he would prefer that government not move forward; however, parks is an amenity that will never be fulfilled by the private sector. He referred to the opposing argument for the bond and indicated he feels it is misleading to say that property taxes will increase by 25 percent; he clarified that just the City's portion of a resident's property tax bill will increase by 25 percent, but the reader might believe that their entire property tax bill will increase by that amount. Additionally, pursuing financial support from the private sector is a great idea, but most private institutions are not excited about making the first donation to a project; rather, they want to have an understanding that a project is imminent and will proceed before they contribute to it. Finally, he agreed with the opposing argument that the plan is not complete, but there is time to work through some of those things; the first step, however, is to secure fundraising before spending more time, effort, and money on refining the plan.

Bonnie Bourgeous agreed with Mr. Hughes and his concerns about the City going into debt for the project and the future costs associated with that debt as well as ongoing maintenance of the facility. She asked if the City has projected ongoing maintenance costs and if taxes will only be increased higher to fund it. She asked how this project will not be a continued burden for citizens.

Arce Nacario stated that he has coached little league football in the City for seven years now; the importance of this type of project is huge, especially for kids. He understands the concerns about costs associated with the project but asked if those concerns should outweigh the opportunities the park will create for kids. Here they will gain friendships that are long lasting. He reported that the City's two junior mite football teams played in a tournament in West Haven known as Octoberfest; both teams won their respective divisions, yet Syracuse does not have a park where it would be possible to host that type of event here. Syracuse teams are always forced to travel to other cities to play; this means that Syracuse residents are financially supporting those cities through the dollars spent at businesses and restaurants. He added that his oldest son has the best set of friends because of his involvement in sports and he is supportive of the City building a facility that will create that opportunity for other children. He indicated that he would pay twice the amount listed in the voter information pamphlet to support the project.

Don Knighton asked if the City has an agreement with the Federal Government to avoid wetland mitigation for projects like this one. He asked if the City has a wetland bank to transplant the wetlands on the park property to another site. He also asked if there are other uses for the 50-acre parcel given its proximity to a future interchange on the West Davis Corridor; he wondered if a park is the best use of that space when it may be possible to use it for industrial or commercial uses instead. He stated that Syracuse is running out of land that could be used for projects that would contribute to the tax base rather than detract from it. He understands that the City is behind the park provision requirement that is based upon population, but that ordinance is self-prescribed and he wondered if there is a State law that dictates the amount of park space a City must have based upon the total number of residents. There are other parks in the City that seem to be unused for a good portion of the day and he asked why the City isn't focused on doing a better job managing those.

Matt Page stated that he is not opposed to parks in general and everything that has been said about the benefits they provide to the community is accurate, but his concern relates to the manner in which the City has moved forward with this project. He believes the City has taken an improper approach and is trying to 'pull the wool over citizens' eyes' relative to the debt burden associated with the park. The burden will extend to future generations of the City and he does not think that is fair, especially at a time when the world is in financial turmoil. He does not think it is a wise decision for the City to spend all of its reserve funding on a park. He also feels that the site for the park is not the best; there will be huge problems with mosquitos. He added that rushing to place a bond question on the upcoming General Election ballot was only done because the City knows that the Davis School District will be asking for bond support next year and it would have been difficult for the City to compete with that. The City needs to employ a different mindset; rather than burdening taxpayers, government needs to 'tighten its belt'.

Citizens deserve to know that the main reason the ballot question was rushed was to avoid competition with a school bond next year.

Nicholas Coleman stated he is the chair of the Political Issues Committee (PIC) that was formed to support the park bond and to get the park built. He stated he has worked in the parks and recreation field for approximately 20 years and he has seen many other projects like this built in other communities; he feels the City has needed this regional park for many years. He has heard arguments against the park citing the need for increased public safety funding, but he feels that building a park like this can help to prevent crime and other health/safety issues; if people are being active, they are not participating in unhealthy or unsafe activities. He noted that during the COVID-19 shutdown, there has been an increase in many different types of crime, and he feels this is because gymnasiums and parks have been closed and people are looking for other things to do. He stated that he feels if the Police and Fire Chief were asked to weigh in on this project, they would likely support it 110 percent because they see the value of the park in the long run. He stated that he feels the City's citizens deserve this park; it is an investment in the people that live and work here. People of all ages, demographics, and interests can use the park for unorganized and organized events. He has worked as a sports official for many years and this has taken him to parks throughout the State, all of which are packed during major events, which can create an economic benefit for a community. He noted he worked in a community in Florida that was building a large sports complex. It was necessary to bring in a large amount of dirt to raise the level of the ground that the facility was built on and it was the best investment that community has ever made. He concluded that fundraising for the project is great idea, but he has never seen a community raise enough funds from private donors to build this type of facility; bonding will get the project built and the maintenance costs of the facility will be covered with revenues generated by usage and rental fees of the facility.

Mayor Gailey offered Councilmember Maughan an opportunity to respond to the comments made. Councilmember Maughan stated that he feels his written argument speaks for itself, but added that he is concerned about the local and regional economy; there are many residents who are reeling from the impact that COVID-19 has had on their finances and he does not think this is the best time to be asking taxpayers to pay more. He is disappointed when he hears from people that they are being shamed for not supporting the bond based on the fact that they cannot afford it. He stated that there are people who will struggle to pay increased taxes and it is shameful that other residents would disparage them. He wants to build the park as well, but he does not believe the City should start by increasing the burden on citizens. He stated the matter is up for a public vote and the City will go in whatever direction the voters choose.

Mayor Gailey offered Councilmember Teague an opportunity to respond to comments made. Councilmember Teague stated that in regard to the cost of the park, there has been much information shared; relative to project costs, some have quoted it as being over $50 million, but that cost is not firm. The total cost of the project can be reduced if the design is scaled back and private fundraising campaigns are successful. He has spoken to many people in the community about the project and has been supportive of fundraising efforts, however the Councilmember that is the chair of the fundraising committee has not done the same. This is not a new project, rather it is one that has been discussed in the City for at least five years and no one has ever indicated that fundraising was not allowed; the people he spoke to indicated they would love to donate to and support the project, but they needed indication that the City is committed to the concept through support of the bond. He noted that the entire bond amount does not need to be spent if the City is able to secure other funding sources; the average home will pay $4.50 per month for the project, but as more homes are built, that burden will be reduced and spread evenly amongst all homes in the community. The cost can fluctuate from year to year based upon property values, but if a property value increases, the tax rates are adjusted to allow a resident's tax burden to remain static. This project will give the City the ability to improve other facilities because it will be possible to rotate usage of facilities to other fields, which will give sports turf a chance to recover from overuse. He noted that making comments that the City is 'pulling the wool over the citizens eyes' is a big disservice to the citizens because the best litmus test about whether the citizens support this project is to allow them to vote on the issue during a presidential election cycle when the turnout is much greater (approx.. 15,000 voters) than in a municipal election (approx. 5,000-7,000 voters). If a bond passed in a municipal election year, the City would be issuing bonds based upon the support from a smaller representation of the community. He stated that the City initially planned to wait until next year because Davis School District initially planned to ask the bond question this year, but when they changed their direction and moved their election to next year, the City chose to poll residents this year to allow them the opportunity to weigh the merits of the bond and project independent of other issues. He stated he feels this if the right direction for the City to move in and he feels the project will be a great amenity for the entire community.

6. Authorize Administration to execute Interlocal Agreement with Mosquito Abatement District Davis for use of CARES Act funds.

A staff memo from the City Manager explained that during 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. The memo summarized the major terms of the agreement as follows:

- 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.

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.

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
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.

Mr. Bovero reviewed his staff memo.

Councilmember Bolduc indicated the MADD Board reviewed and approved the agreement at their last meeting; they accept all terms included therein. She then noted that all expenses that will be covered with the funding are expenses directly related to COVID-19. She communicated that MADD is very grateful to the City for their consideration of their request for support.

The Council briefly discussed the interlocal agreement and communicated their support for funding MADD's request.

COUNCILMEMBER BOLDUC MADE A MOTION TO AUTHORIZE ADMINISTRATION TO EXECUTE INTERLOCAL AGREEMENT WITH MOSQUITO ABATEMENT DISTRICT DAVIS FOR USE OF CARES ACT FUNDS. COUNCILMEMBER BINGHAM SECONDED THE MOTION; ALL VOTED AYE.

7. Public hearing: 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; and 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.

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. It is also necessary to amend the City's Consolidated Fee Schedule in order to advertise the increased fee to residents. 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. Additionally, there is a proposed Fee Schedule amendment to increase the hydrant meter rental fee from $1,200 to $1,700; this fee increase is needed in order to cover the increased cost of replacing the hydrant meter.

Mr. Marshall reviewed his staff memo.

Mayor Gailey opened the public hearing at 7:14 p.m. There were no persons appearing to be heard and the public hearing was closed.

Councilmember Maughan explained the purpose of impact fees is to charge new residents the cost associated with the impact the construction of a new home has on the City's infrastructure; it is appropriate to regularly evaluate and increase these fees to cover the true cost of the impact. Councilmember Savage agreed, but referenced the document comparing the proposed fee with fees charged in other cities and noted that the City's fee is nearly double other cities. He asked for an explanation of that. Mr. Marshall stated that he originally had the same concern but indicated that these types of fees can vary dramatically

from city to city depending on the future projects identified to accommodate future growth projections. Public Works Director Whiteley stated that is correct; the City has a great deal of storm water work to complete as growth occurs to the south and west; many storm waterways are open ditches, but as development occurs it will be necessary to pipe those ditches at a size that is big enough to handle increased development. Councilmember Savage asked if the West Davis Corridor project has an impact on this fee. Mr. Whiteley answered no and reiterated that the increased costs truly are related to the storm water infrastructure improvements that will need to be completed to handle future growth. Many of the communities that were used for comparison purposes are much different geographically and their future growth will be infill, which allows for easy connection to existing storm water systems.

COUNCILMEMBER TEAGUE MADE A MOTION TO ADOPT 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. COUNCILMEMBER BOLDUC SECONDED THE MOTION; ALL VOTED AYE.

COUNCILMEMBER BOLDUC MADE A MOTION TO ADOPT RESOLUTION R20-35 UPDATING AND AMENDING THE SYRACUSE CITY CONSOLIDATED FEE SCHEDULE BY MAKING ADJUSTMENTS TO THE STORM WATER IMPACT FEE AND HYDRANT METER RENTAL FEE. COUNCILMEMBER TEAGUE SECONDED THE MOTION; ALL VOTED AYE.

8. Appeal of Administrative Decision filed by Paula Knighton.

A staff memo from the City Attorney explained the Syracuse 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.

The memo concluded 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.

Mr. Roberts referred to his staff memo as well as appeal of administrative decision document filed by Paula Knighton. He advised the Council to conduct the hearing as described in Syracuse City Code and determine what action they would like to take responsive to the appeal.

Councilmember Savage stated that he feels the matter appealed by Ms. Knighton is not administrative in nature; rather, the action taken was legislative and the appeal process does not apply to legislative matters. Councilmember Bolduc agreed.

COUNCILMEMBER BINGHAM MADE A MOTION TO DENY THE APPEAL OF PAULA KNIGHTON BASED ON THE COUNSEL OF CITY ATTORNEY ROBERTS THAT THE ACTOIN TAKEN WAS LEGISLATIVE RATHER THAN ADMINISTRATIVE AND THE APPEAL IS NOT APPLICABLE. COUNCILMEMBER BOLDUC SECONDED THE MOTION.

Council member Maughan stated that the question before the Council is whether this is a legislative or administrative decision; in all the training sessions he has attended, he has learned of the importance of the distinction between administrative and legislative matters. The City has a Planning Commission that makes administrative decisions on land use matters and the City Council then takes a legislative action and they have the ability to determine whether a project should proceed even if the

project is legally permitted. It is important to protect the separation of powers and approval authorities granted to the different bodies in the City.

Mayor Gailey stated there has been a motion and second to deny the appeal and he called for a vote; ALL VOTED AYE.

9. Proposed Ordinance 2020-23 amending Subsection 8.15.010(D) of the Syracuse City Municipal Code pertaining to pedestrian walkways.

A staff memo from the Community and Economic Development (CED) Department explained the City Council recently 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 perceived as being ripe for graffiti, crime, and relating undesirable 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 sympathetic to the homeowner's 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 above-mentioned fencing predicament they are plagued with.

The 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. The goal of tonight's discussion is to vote to either amend the ordinance as recommended by Planning Commission, vote to amend the ordinance with language to the Council's liking, vote to deny amending the language, or vote to table the item for further discussion.

Mr. Steele reviewed the staff memo.

Councilmember Teague acknowledged that this issue has been discussed at length and the Council recently made a decision on the language to be included in the ordinance; however, some residents impacted by the ordinance amendment have

asked that the Council reconsider their action and he appreciates their position. He has attended the meetings of the Planning Commission during which this topic was discussed, and he supports the logic behind their recommendation and would support the amendment as they have proposed it. Councilmembers Bolduc and Bingham agreed.

Councilmember Maughan stated that he has voted on this issue three different times now and he thinks it is ridiculous for the Council revisit it again. The Council needs to consider how code amendments apply to the City as a whole rather than considering how they apply to one or two individuals. Universally, this is not a good decision and amending the code for one person is bad policy making. Councilmember Bingham stated that this is an issue that impacts many more than one or two people; it impacts those living directly adjacent to the walkway as well as the many neighbors who live nearby. She concurs with the suggestion from the Planning Commission to delete the portions of the ordinance that give a specific measurement for the fence and she feels this will help to address the concerns that have been raised by those directly impacted. She stated she is simply trying to listen to the citizens and address their needs; if the Council cannot support that concept, the City needs to surplus the property as initially discussed.

Councilmember Savage stated adoption of this ordinance would be an example of the City Council passing policies that are inconsistent throughout the City. The City does not allow fences in a front yard in any area of the City, but the Council is considering allowing a fence in a front yard in this instance. He thinks that is ridiculous and creating additional exceptions will only create confusion. The ordinance that was adopted recently was well thought out and included appropriate fence measurements and setbacks, but this new amendment is responsive to a request from a resident to partially fence his front yard and the Council appears to be in support of that. He stated he desires consistency. Councilmember Bolduc stated there are only two or three of these types of walkways in the City and the ordinance will only apply to fencing of properties abutting those walkways; residents throughout the entire City will not be allowed to install fencing in their front yard.

This led to high level debate and discussion among the Council regarding the options available to them, with Mr. Steele offering clarification of the location of the fence in the property abutting the walkway; he would not consider the existing fence to be located in the front yard for the purposes of enforcing the code. Councilmember Maughan expressed concern about applying different standards for code enforcement of yard fencing throughout the City.

COUNCILMEMBER BOLDUC MOVED TO ADOPT ORDINANCE 2020-23 AMENDING SUBSECTION 8.15.010(D) OF THE SYRACUSE CITY MUNICIPAL CODE PERTAINING TO PEDESTRIAN WALKWAYS. COUNCILMEMBER BINGHAM SECONDED THE MOTION. VOTING AYE WERE COUNCILMEMBERS BINGHAM,

BOLDUC, AND TEAGUE. VOTING NO WERE COUNCILMEMBER MAUGHAN AND MAYOR PRO TEM SAVAGE. THE MOTION CARRIED.

10. Proposed Ordinance 2020-20 amending the Syracuse City Zoning Map from Residential R-1 to Residential R-3, for property 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) minimum 12,000 square foot lot
Proposed Zoning:	R-3 (4 units per acre) minimum 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. 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 goals of tonight's discussion are to vote to either approve, approve with conditions, deny, or table the rezone request.

Mr. Steele reviewed his staff memo.

Mayor Gailey invited input from the applicant.

Keith Russell indicated he reviewed the City's General Plan map, which indicates the future zoning of this property is R-3; he noted the General Plan was just updated last year, which led him to believe the guidance in the Plan is reliable. He reviewed the substance of his proposal, calling attention to the wider frontage of the lots, which has led to the lots being larger than the minimum, at 10,000 square feet. After hearing the concerns expressed by the public when the project was being evaluated by the Planning Commission, he amended his plan to follow R-1 zoning guidelines for the lot widths and setbacks; however, he does not have sufficient depth to create 12,000 square feet, so the lots are still smaller than the minimum requirement for R-1 zoning. He stated he feels the design he has created is efficient and aesthetically pleasing. The cost to build the road to serve the project is very high and that is why he has pursued the zoning that allows for more lots. He stated the draft development agreement indicates that he will meet the R-1 zoning requirements with respect to setbacks and lot frontage, but the R-2 zone with respect to minimum lot size. He is willing to sign the agreement and proceed with the development subject to the conditions of that agreement.

Councilmember Bingham asked how many lots would be allowed if the property were zoned R-2. Mr. Russell reiterated that the development agreement specifies a mix of regulations that apply to R-1 and R-2 zoned property; he will develop eight lots, four on each side of the road. Mr. Steele stated that the R-3 zoning designation would actually allow for more lots, but Mr. Russell is compromising and agreeing to regulations for the R-1 and R-2 zone.

Councilmember Bingham asked if the development agreement addresses the concerns raised by existing residents regarding the impact that this new development will have on their ability to keep animals on their property. Councilmember Teague stated that was a topic of heavy discussion at the Planning Commission level as well and he would like to include something in the development agreement that will make it impossible for a future resident to impose a requirement on existing residents relative to the agricultural use of their property. Mr. Steele reviewed the point system for animals, noting that the new development will not result in additional requirements being placed on existing residents relative to animal keeping or agricultural use of their property. However, if the existing residents choose to build any new structures on their property in the future, they will be required to comply with setback requirements for new homes or roadways. Planning Commission has recommended an ordinance amendment that would reduce those setback requirements for the existing residents in this area.

Councilmember Teague asked if it would be possible to exempt the existing property owners from complying with those requirements after the new development is completed. Mr. Steele answered no.

Councilmember Savage stated that for other projects or zoning designations, the Council has defined the term 'adjacent' for the purposes of measuring setbacks from specific uses. He would like to extend that definition to other zones in the City to address the issues that have been raised tonight. Mr. Steele stated that would be an acceptable manner of addressing the matter.

Councilmember Bolduc asked for assurance that allowing the new development will not render the existing agricultural properties illegal or nonconforming. Mr. Roberts stated that the existing residents will be allowed to continue the current use of their property. Councilmember Maughan stated he is concerned about the residents' abilities to further improve their property for agricultural uses; they may need to build new structures or animal pens on their property and this new development will limit their options for completing those types of improvements.

The Council then engaged in high level discussion and debate of the appropriate zoning for the project and terms to be included in the development agreement, after which Councilmember Bolduc called the item to question.

COUNCILMEMBER BOLDUC MOVED TO ADOPT ORDINANCE 2020-20 AMENDING THE SYRACUSE CITY ZONING MAP FROM RESIDENTIAL R-1 TO RESIDENTIAL R-3, FOR PROPERTY LOCATED AT APPROXIMATELY 2889 S. 3000 W.

Councilmember Savage stated he is uncomfortable proceeding with adoption of the ordinance until the Council has had the opportunity to review the development agreement.

COUNCILMEMBER BOLDUC WITHDREW HER MOTION.

COUNCILMEMBER MAUGHAN MOVED TO TABLE ORDINANCE 2020-20 AMENDING THE SYRACUSE CITY ZONING MAP FROM RESIDENTIAL R-1 TO RESIDENTIAL R-3, FOR PROPERTY LOCATED AT APPROXIMATELY 2889 S. 3000 W., UNTIL THE COUNCIL HAS THE OPPORTUNITY TO REVIEW THE DEVELOPMENT AGREEMENT. COUNCILMEMBER MAUGHAN SECONDED THE MOTION, ALL VOTED IN FAVOR.

11. Proposed Ordinance 2020-20 amending the Syracuse City Zoning Map related to property located at 1556 S. 2000 W., General Commercial (GC) to Climate Controlled Self-Storage Unit Zone (SU).

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
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. 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 consequent building permit granting could occur. 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 goals of the discussion are to decide whether to approve, approve with conditions, deny or table the item.

Mr. Steele reviewed his staff memo.

Councilmember Teague stated the Council received an email from a group of nearby property owners who are part of an association that is governed by private CCRs. The group has indicated this proposed project would be out of compliance with CCRs for that project. He asked the applicant to address that issue. Mr. Anderson stated that he has reached out to several of those property owners and has talked with an attorney that would assist in amending the CCRs to allow the project. He has not received heavy resistance from other property owners, and he would pursue the CCR amendment immediately after the City acts on his application. Councilmember Maughan stated that if just one property owner would oppose the CCR amendment, the City needs to know that before taking action on the zone change. Mr. Steele stated that the City does not have purview over private CCRs; however, the City has received a letter from at least one property owner indicating he would oppose the CCR amendment. City Attorney Roberts agreed this is a private issue and he is unsure whether the CCR amendment would require unanimous support of all property owners. Mr. Steele suggested that the Council take action on the ordinance independent of any information regarding a private matter.

The Council then discussed whether the proposal is the highest and best use of the subject property; while several Councilmembers are happy that the applicant is willing in investing in the City, they are unsure this is the best location for this type of project. Additionally, other storage unit projects have been approved recently and some Councilmembers were concerned about too many of the same type of projects at one time.

COUNCILMEMBER BOLDUC MOVED TO DENY ORDINANCE 2020-20 AMENDING THE SYRACUSE CITY ZONING MAP RELATED TO PROPERTY LOCATED AT 1556 S. 2000 W., GENERAL COMMERCIAL (GC) TO CLIMATE CONTROLLED SELF-STORAGE UNIT ZONE (SU). COUNCILMEMBER BINGHAM SECONDED THE MOTION, ALL VOTED IN FAVOR.

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 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. (Antelope/SR 108)
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. The project was reviewed again by City

Council on 9/8/20. 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 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. 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 and facilitated a discussion and review of the changes that have been made to the plan since the Council's last review.

Councilmember Maughan asked for more information about the tandem parking in the project. Mr. Preston first apologized to Mr. Knighton and the Walker Estates HOA; he was hoping to have a meeting with them prior to tonight's meeting, but he did not see Mr. Knighton's response soon enough to schedule a meeting. They will meet eventually, but he thanked Mr. Knighton for his input and efforts as well as the suggestions he has provided for addressing the concerns that have been raised. He then stated that he has used tandem parking in other developments he has completed and residents are not allowed to use their garage space for storage; rather, the garage space is their primary parking space and the secondary space is the area directly in front of the garage. He stated that the company hired to manage the project will oversee and enforce that regulation. This led to high level discussion and review of the plan to identify parking option for residents of different buildings in the project. Councilmember Savage expressed his concern about limited parking area for guests visiting the project; he does not want tandem parking to be the norm and wondered if it is appropriate to pursue a text amendment to specify that tandem parking is an exception to the rule, not the rule itself. Councilmember Maughan agreed and this led to debate among the Council regarding the appropriateness of a text amendment to the ordinance for mixed use projects to specify that tandem parking must be approved as an exception. Councilmember Savage stated that he would recommend a text amendment that specifies that in addition to tandem parking, there must be an allowance for additional satellite parking in the project. Mr. Steele stated he can work with Mr. Roberts to develop a text amendment that satisfies the Council's desires.

Mr. Steele then drew the Council's attention to the elevations for the project and asked if they support a pitched roof or flat roof. The Council stated they could accept either version of the elevations and Councilmember Maughan stated he does not want to legislate the beauty of the project.

Councilmember Savage stated he would like to table the ordinance again in order for the adjustments to be made to the language regarding tandem parking. Councilmember Teague asked that Mr. Preston meet with the Walker Estates residents before this item is discussed again in a Council meeting.

COUNCILMEMBER SAVAGE 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, ALL VOTED IN FAVOR.

13. Public comment.

There were no public comments.

14. Mayor/Council announcements.

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

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

At 9:10 P.M. COUNCILMEMBER MADE A MOTION TO ADJOURN. COUNCILMEMBER SECONDED THE MOTION; ALL VOTED IN FAVOR.

_____ _____

Mike Gailey
Mayor

Cassie Z. Brown, MMC
City Recorder

Date approved: _____

Minutes of the Work Session of the Syracuse City Council held on October 27, 2020 at 6:00 p.m., held virtually via Zoom, meeting ID 821 1146 8564, and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020. Pursuant to written determination by the Mayor finding that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present due to infections and potentially dangerous nature of Infectious Disease COVID-19 Novel Coronavirus.

DRAFT

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

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

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

The purpose of the Work Session was to hear public comments; review contract with Weber Basin Water Conservancy for District Three secondary water; discuss the following planning items:

1. Final Plat Approval, Shoreline Subdivision Phases 4, 5a, and 5b, located at approximately 1975 S. 3000 W.
2. Final Plat Approval, Village at the Bluff Subdivision, Phases 1 and 2, located at approximately 2750 S. Bluff Road.
3. Final Plat Approval, Grayson Ridge West Phase 1, located at approximately 2050 S. Doral Drive.
4. Proposed amendment to Criddle Farms Development Agreement.
5. Continued discussion of proposed amendment to Zoning Map from residential R-1 to residential R-3, 2.448 acres located at approximately 2889 S. 3000 W. (tabled from October 13, 2020)
6. Proposed amendment to Zoning Map from agricultural A-1 to residential R-3, 60 acres located at approximately 2400 West 3700 South.

7. Discussion regarding potential text amendment to Section 10.20.140 of the Syracuse City Code relating to plat amendments.
8. Discussion regarding potential text amendment to Section 10.85 of the Syracuse City Code relating to the Professional Office Zone and concerning daycares and dwellings.
9. Discussion regarding potential text amendment to Section 10.30.020 of the Syracuse City Code relating to building materials.
10. Continued discussion - review draft Economic Development Strategic Plan.

Discussion of possible publication of Request for Qualifications (RFQ)/Request for Proposals (RFP) for Performing Arts Center Feasibility Study; discussion of policy regarding football season and equipment use; discuss outline for annual Strategic Goals Retreat; and discuss future agenda items/Council announcements.

Councilmember Teague provided an invocation. Councilmember Bingham 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.

Review contract with Weber Basin Water Conservancy District

Three Secondary Water.

A staff memo from the Public Works Director explained City Code 8.10.090(H) provides an option for a developer to provide a fee in lieu of dedicating water shares for secondary water. The fee is equal to 12 years of assessments for the water acquired by the city from Weber Basin Water. This amount is approximately equal to the current market rate of each

water share. The City has received payment for District 3 water prices to serve Stillwater 7 and 8. This is for 33.1-acre feet of secondary water. A contract with Weber Basin is required before a purchase of that water can be made. Contracts must be approved in the December Board meeting before it can be used for the following irrigation season. The memo concluded staff recommends the Council consider adding secondary water to the City's system to accommodate growth. In doing so, a contract with Weber Basin for District Three water is necessary to receive the water. If the Council chooses to approve a contract, then it must go to the Weber Basin Water Board on December 3rd for consideration before the water can be made available during the 2021 irrigation season. Weber Basin has provided a draft contract for the City to review; staff will bring a final version of the contract to the November 10 business meeting for approval before a contract is executed.

Mr. Whiteley reviewed his staff memo.

Council discussion centered in the appropriate timing of action on this issue in order for the City to have access to District Three water in 2021. This included a brief focus on the cost of the assessment for District Three water, with the Council ultimately concluding it would be appropriate to act at this time and pay the assessment though the water may not actually be needed until 2022. Mayor Gailey directed staff to include an action item on the November 10 agenda to allow for a Council vote on the agreement.

Council member Maughan asked that Mr. Whitely communicate to the Weber Basin Water Board that the City would like them to careful consider whether it is truly necessary to increase assessment rates year after year. Mr. Whitely stated he will share that sentiment with the Board.

Council member Savage inquired as to the percentage of the City's water shares that are needed and actually used each year. Mr. Whitely reported the City uses all of its shares each year. Over the past year, given higher temperatures and less precipitation than in a normal year, he was somewhat nervous that the City would get to a point that it would not have enough shares to provide the water needed in the community.

Planning item: Final Plat Approval, Shoreline Subdivision Phase 4, 5a, and 5b located at approximately 1975 S. 3000 W.

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

Location:	1975 S. 3000 W.
Current General Plan:	Medium Density Residential
Current Zoning:	Residential Planned Community (RPC)

The applicant is requesting approval of three final plats that as part of the Shoreline development. The phasing is out of order because the development is owned by two property owners and the owner of this side of the development needs to entitle the property for a builder before the eastern half will be ready for approvals. There are still some remaining staff comments on both plats but these should be able to be rectified before they are recorded with Davis County. The largest outstanding items are a provision to the City of the covenants and restrictions for the subdivision. Both of these are required by the Development Agreement. Other than the minor remaining staff comments, the plats meet all the requirements of the City Code. Planning Commission reviewed the item on October 6, and is forwarding a unanimous recommendation for approval. Staff recommends the Planning Commission approve the plats with the following condition:

1. All staff comments must be addressed prior to recording either final plat with Davis County.

CED Director Steele reviewed his staff memo. Council discussion of the item centered on the importance of addressing the staff comments prior to recording the final plat. Mr. Steele indicated CW Land is aware of all outstanding staff comments and they are committed to addressing those issues, all of which are minor in nature. Council member Maughan stated he would prefer that all conditions be met before the Council votes to approve a final plat; accepting plats that have outstanding issues is somewhat ‘sloppy’ in his opinion. Council member Savage agreed. Mr. Steele noted he and his staff are working to tighten processes to avoid recommendations of conditional approval and he thanked the Council for their feedback.

Planning item: Final Plat Approval, Village at the Bluff Subdivision,

Phases 1 and 2, located at approximately 2750 S. Bluff Road.

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

Location:	2705 S. Bluff Road
Current General Plan:	Medium Density Residential
Current Zoning:	Planned Residential Development (PRD)
Total Site Area:	18 acres (10.27 acres in Phase 1 and 7.73 in Phase 2)
Number of Lots:	103 total (73 in Phase 1 and 30 in Phase 2)

The applicant has requested approval of 73-lot and 30-lot final plats that are a combination of townhomes and detached housing units. The preliminary plat was approved by the City Council on August 11, 2020. These plats are simply creating the plat to be recorded and do not have any changes from the preliminary plat. The Planning Commission reviewed the item on October 6, 2020 and is forwarding a recommendation for approval.

CED Director Steele reviewed his staff memo and facilitated Council review of the plat. He noted that the memo does reference outstanding staff comments, but those comments have been addressed since the date the packet for this meeting was published. The Council indicated their support for considering action on the final plat in the special meeting scheduled to follow this meeting.

Planning item: Final Plat Approval, Grayson Ridge West Phase 1, located at approximately 2050 S. Doral Drive.

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

Location:	2050 S. Doral Drive
Current General Plan:	Low Density Residential
Current Zoning:	R-1 (Single-Family Units at 2.3 Units Per Acre)

The applicant is requesting approval of a final subdivision plat that is intended to be the first of additional phases under the same name. The preliminary plat must be approved when this occurs but for now, the final plat contains the entirety of the preliminary plat. The plat meets all requirements of the City Code and all staff comments have been addressed. The Planning Commission reviewed the item on October 20, 2020 and is forwarding on a unanimous recommendation for approval. Because the final plat meets all the requirements of the City Code, staff recommends approval.

CED Director Steele reviewed his staff memo and facilitated Council review of the plat. The Council offered their support for the final plat, with Council member Maughan indicating that he appreciates that the applicant has addressed all staff comments before applying for final approval.

Planning item: Proposed amendment to Criddle Farms Development Agreement.

A staff memo from the Community and Economic Development (CED) Department explained the landscape plan for Criddle Farms was forced to be changed because the trees proposed in the plans were in conflict with an underground canal. The canal company objected to the trees being planted over the facility. An updated landscaping plan has been provided and some minimal verbiage of the document has been adjusted to reflect the change. The goal of this discussion is to determine if this item is ready for a vote during a future City Council business meeting or if more discussion is needed in a future work meeting.

CED Director Steele reviewed the staff memo. The Council expressed their sadness over the loss of the trees in the landscape plan, but concluded the developer has no other option based upon existing circumstances relating to the canal. The offered their support for placing an action item on the next City Council business meeting agenda regarding the proposed amendment.

Planning item: Continued discussion of proposed amendment to Zoning Map from residential R-1 to residential R-3, 2.448 acres

located at approximately 2889 S. 3000 W. (tabled from October 13, 2020).

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. 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. City Council reviewed the item on October 13, 2020 and tabled the item to be able to review the development agreement. The agreement is included in the packet.

CED Director Steele reviewed his staff memo and facilitated Council discussion of the terms of the development agreement. The Council communicated their support for imposing R-2 and R-1 design standards within the R-3 zoned project and thanked the applicant for considering a density that is lower than what would be allowed in the R-3 zoning designation. There was also a brief discussion about addressing the requests of neighboring property owners to provide protection for their animal keeping rights. Mr. Steele stated that a note will be included on the final plat for the project once the project has progressed to that point.

Planning item: Proposed amendment to Zoning Map from agricultural A-1 to residential R-3, 60 acres located at approximately 2400 W. 3700 S.

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

Location:	2400 W. 3700 S.
Current General Plan:	Low Density Residential
Current Zoning:	A-1 (Agriculture Residential at 0.5 Units per Acre)
Proposed Zoning:	R-3 (Single-Family Residential at Four Units per Acre)
Acreage:	60 acres

The applicant is requesting approval of a rezone of approximately 60 acres of property from A-1 to R-3 to develop single-family units. Assuming the entirety of the ground is developable, the current zoning would allow for 30 units and the proposed zoning would allow for 240. Currently The Fields and Still Water projects to the east and west have stopped

development somewhere around the midpoint of their properties when viewed from north to south due to sewer-fall restrictions. SCC 4.45.020 states that the City will not accept sewer lift stations which leaves the creation and maintenance of such stations to landowners within a special assessment district established for station maintenance. This has limited development to areas served by gravity-fed sewer. As a result, properties in this area have only partly developed with large areas being dedicated to the City. That is the intent in this case if the entire property is not sewer serviceable. The applicant understands this and still wishes to proceed with the application as included in this report. The properties are located in the Low-Density Residential General Plan designation which supports the R-3 Zone. The minimum lot size of 8,000 square feet in the R-3 Zone will be the largest consistent lot size in the area with lots in The Fields in the 7,000 square foot range and lots in Still Water ranging from 3,500 square feet to approximately 10,000 square feet. Development of this property will facilitate the connection of 2400 West from its current termination to 3700 South. This will connect with the Still Water development and provide western access to the City-owned regional park property on the northwest corner of 2000 West and 3700 South. Development will also allow for exaction of a trail segment along 3700 South according to the Syracuse City Trails Master Plan. A map has been included in this report along with the application showing the reasoning for the request. Because this is a legislative decision, no staff recommendation will be included. Planning Commission reviewed the item on October 20, 2020 and is forwarding a unanimous recommendation for approval following a public hearing. During the hearing, no public comment was provided.

CED Director Steele reviewed his staff memo. Council discussion centered on the amount of space that is developable given limited sewer access. The applicant indicated that the land will be raised to provide adequate sewer fall, but only to the extent that is financially feasible. There will be some areas that will be unusable due to the inability to ensure proper sewer fall and those details will be highlighted in future development plans. Preliminary engineering work has indicated that it will be possible to build 160 residences on the property, which means that approximately 15 acres, or a quarter of the property, will be undevelopable. Council members commented on the need that this type of product will fill in the community, expressing support for a portion of the property remaining open/natural space. Council member Savage

stated the R-3 zoning is not his preferred zoning designation, but he believes it is harmonious with other development that has occurred in the area.

Council member Maughan asked if the developer will dedicate a portion of the property for recreational or open space preservation. The applicant stated that is his intent at this point.

Planning item: Discussion regarding potential text amendment to Section 10.20.140 of the Syracuse City Code relating to plat amendments.

A staff memo from the Community and Economic Development (CED) Department explained the Council has requested to review the land use approval process for plat amendments. Table one in Section 10.20.140 of the Syracuse City Code indicates the land use authority for vacations or amendments of subdivision plat is the Planning Commission. A public hearing is required. The appellate body is the City Council. The process to appeal an administrative decision is detailed in 10.20.120.

CED Director Steele reviewed his staff memo and he and City Attorney Roberts facilitated a discussion about the plat amendment process and appeal of plat amendments specified in City Code. There was philosophical discussion and debate about a specific plat amendment that has occurred in the City and whether the Council should be the land use authority for these types of issues in the future. Mr. Roberts indicated that if the Council were to act as the land use authority for this type of matter, it may lead residents to believe that the Council has some flexibility in applying the rules governing an administrative issue. That is not the case and if a plat amendment application meets all guidelines set for receiving administrative approval, the land use authority must approve it. When considering an administrative application, the Council is prohibited from ruling based upon public clamor. Council member Teague stated that with the understanding that this matter can not be defined as a legislative matter, he is not inclined to take on the land use authority role for plat amendments. Council member Maughan stated that he feels that it may be possible to provide a differentiation between minor and major

plat amendments; if the amendment is considered major, he feels the City Council should have the final say on those issues. Council debate continued, after which the Mayor asked the Council if they would like to refer this issue to the Planning Commission to solicit a recommendation regarding whether the land use ordinance should be changed to make the City Council the land use authority for plat amendments. Council members Bingham, Bolduc, and Teague indicated they do not want to refer this issue to the Planning Commission and they are comfortable with the current policy. Council members Maughan and Savage indicated they feel additional discussion of the issue is needed. Mayor Gailey stated that with two Council members requesting additional discussion, continued discussion is warranted; he advised the City Recorder to place an item on an agenda after the beginning of 2021 to continue discussion of the matter.

Planning item: Discussion regarding potential text amendment to Section 10.85 of the Syracuse City Code relating to the Professional Office Zone and concerning daycares and dwellings.

A staff memo from the Community and Economic Development (CED) Department explained Applicant Vanessa McNeill would like to run a daycare and simultaneously live at the home located at 1384 W. 1700 S. However, the current zoning – professional office (PO) – does not allow dwellings or daycares. The home was somewhat recently changed from residential zoning to PO in order to run a commercial business at the location. The business relocated shortly after, leaving the home vacant and with more limited allowed uses in the newly appointed zoning designation. One potential solution would be to add both dwellings and daycare centers to the list of permitted uses. The applicant is proposing this solution because it is the least costly and quickest option to accomplish her goal. Being located on a busy arterial road, the home most likely will attract another 100 percent commercial tenant, but having some flexibility may assist in leasing the space. Also, as with every text amendment, this will affect all PO zoned areas not just the subject property. See attached for a potential wording for the text amendment. Planning Commission reviewed the item on October 20, 2020 and is forwarding a unanimous recommendation for approval following a public hearing. During the hearing, no public comment was received.

The goal of the discussion is to determine if the item is ready to be placed on a business meeting for a vote, or if it needs more time during a future work meeting.

CED Director Steele reviewed his staff memo and facilitated a discussion among the Council regarding the potential implications of the proposed text amendment; the Council concluded their support for considering the text amendment, so long as provisions can be put in place to protect other businesses from potential unintended consequences of allowing live-work spaces in the professional office zones. Council member Savage stated that if the proposed use is to be allowed, he would like to define it as a major conditional use to give the Planning Commission the authority to determine that a suitable living space is being created and is being created from office spaces. The Council supported that that recommendation and Mr. Steele stated that an action item will be presented to the Council on November 10 regarding the matter.

Planning item: Discussion regarding potential text amendment to Section 10.30.020 of the Syracuse City Code relating to building materials.

A staff memo from the Community and Economic Development (CED) Department explained Council member Bingham requested the opportunity for the Council to review the exterior cladding requirements for multi-family housing. Ordinance 10.30.020 explains that the 'option three' that allows zero percent brick, rock, stone cannot be applied to townhomes, apartments, and nonresidential structures. However, there is a mixed use, multi-family housing project which is requesting to include a 'barn' design that does not have any brick rock or stone by design. The goal of this discussion is to determine if this issue should be referred to the Planning Commission for a recommendation and/or direct staff to begin formulating certain text amendments.

CED Director Steele reviewed his staff memo, after which Council member Bingham explained that current design trends include a strong favor for the farmhouse-style home; this design is typically 100 percent cementitious fiber board with no brick, rock, and/or stone. She stated she would like the Council to consider a text amendment that would make that type of

style legal in the City. Councilmember Bolduc stated her only recommendation would be to include language in the ordinance that requires a certain percentage of homes in a development to include brick, rock, and stone, but to also allow some homes to be 100 percent cementitious fiber board. Councilmember Bingham stated she can accept and support that recommendation. The Council deliberated the matter and concluded to refer the issue to the Planning Commission for a recommendation, but communicating the desire for the ordinance to include language to allow one out of every three buildings in a multi-family project to be constructed 100 percent of cementitious fiber board.

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 facilitated review of the amendments that have been made to the document since the Council's last review. He noted that the task force that was created to work on this project has done a great deal of work to clarify the intent and purpose of the Plan, while making it easily understandable for the average reader. He solicited feedback from the Council regarding appropriate amendments to the Plan; discussion points centered on the action items to acquire land along the east shoreline of the Great Salt Lake for passive recreation uses; tying the action items to goals and objectives at the end of the document; opportunities to partner with a local property owner to create a 'village' type of project in the community and acceleration of that action item in advance of the adoption of the Economic Development Strategic Plan; and minor typographical/grammatical error corrections.

The Council concluded that they are not ready to adopt the document at this time and that more discussion – perhaps in a retreat setting – is needed after the first of the year.

Discussion of possible publication of Request for Qualifications (RFQ)/Request for Proposals (RFP) for Performing Arts Center Feasibility Study.

A staff memo from the City Manager explained the City has been in discussions with On Pitch Performing Arts, a theater company, who has teamed up with a fundraising and development company to build a performing arts center in the area. In an effort to establish fundraising and viability of the project, we have discussed the need of a feasibility study. The feasibility study would cover, among other things, a market analysis, economic impact analysis, site analysis, finance plan, and operating plan.

Feasibility studies can either have a broad or narrow scope. The main purpose of the study is to gain a sense of viability of a project prior to investing large sums of money. It is part of a due diligence effort, especially when a project needs to stand on its own through revenue generation. The components of the feasibility study that can be performed include the following:

- Market Analysis: studies the demand for this type of facility, along with other existing venues.
- Economic Impact Analysis: studies the economic benefits to the community.
- Site Analysis: studies the location of the facility and analyzes the advantages and disadvantages of the site.
- Development Concept Plan: Preliminary site plan, showing how the facility could be oriented on the site, with parking, and a projected cost estimate.
- Operating Plan: Outlines the ongoing operations of the facility.
- Fundraising Plan: Outlines the strategic plan to raise capital for the project, as well as ongoing sponsorships.
- Strategic Communication Plan: Outlines how the facility would be marketed and perform community outreach.

The feasibility study need not interfere with the exclusivity agreement contemplated by the Council. The exclusivity agreement would have the following terms:

- City Undertakings

  - City will work with OPPA exclusively as it relates to establishing and cooperatively operating a performing arts center within Syracuse
  - Specific property that is either in the City's possession or expected to be in the City's possession will not be sold, developed or otherwise encumbered by the City during scope of this Agreement.

- OPPA Undertakings
  - OPPA will work exclusively with Syracuse City as it relates to establishing and cooperatively operating a performing arts center in Davis/Weber counties, associated with their organization.
- Scope
  - Cooperative efforts will include fundraising, coalition building, developing an operating agreement, and beginning the design and planning process for the center.
- Term
  - Automatic termination, perhaps 6 months or 1 year, unless extended.
- Termination
  - Termination by either party with written notice without cause.

The project with OPPA would be subject to the exclusivity agreement, however the feasibility study could be conducted by a competent firm with experience in this subject matter.

The feasibility study, which in this case is actually a series of studies has a price tag that the Council will need to recognize. The cost estimate for these studies can be somewhere between $180k and $280k depending on the scope. A City typically takes the lead on these studies for a project like this one, however it could be funded by the RDA through the creation of a new CRA (Community Reinvestment Area). Under this scenario, the RDA fronts the cost of the study and is later paid back as the CRA develops. Grants are also available; the Wasatch Front Regional Council (WFRC) has a planning grant program that could be tapped to help pay for the studies. The maximum amount of this grant is $100,000. Finally, other stakeholders in the project could be identified and tapped to share in the cost of the study. The following outline the goals of

this discussion: in order for the project to move forward, the City will need to decide whether to conduct a feasibility study. Associated with that decision is the identification of funding sources.

Mr. Bovero reviewed his staff memo. Councilmember Savage offered his input from the perspective of attending recent meetings with OPPA and Arts Council representatives regarding this project; he is supportive of proceeding with the feasibility study. Stephen Swisher, GTS Design Team, reported on the public/private partnership that has been created in an effort to help OPPA find a location for a performing arts project.

Council discussion centered on the role that GTS will place in the feasibility study process, with several Councilmembers expressing their concern about the perceived conflict of GTS managing the feasibility study project. There were additional concerns expressed by the Council regarding the fact that other partners of the project are not expected to make a financial contribution to the project; rather, they are relying upon other entities – such as Syracuse City – to provide financial support for the project. Mr. Swisher indicated that the partners that have signed on to the project will aid in raising funding, pursuing other forms of public or private financing, and pursuing grant support. This led to high level discussion of the many different funding options for the project, with Mr. Bovero indicating that this type of project has the potential to heavily influence ongoing economic development in the community. Typically, it is necessary for the City to aggressively invest in certain projects in order to incent private development.

Mayor Gailey invited input from Councilmember Maughan as this is a project he was initially heavily involved in. Councilmember Maughan communicated his feelings that the project scope has changed significantly since it was first conceived and now he has serious concerns about the lack of investment from other partners, while the City is being asked to provide financial support at the onset of the feasibility study. Additionally, he is concerned about the minimal City ownership of the facility after it is constructed, though a great deal of taxpayer dollars would be needed to support the project. He has lost faith this is the correct use of money for the City at this time. Mr. Swisher clarified that he believes the building would be a City asset and would not be owned by OPPA; however, OPPA would like to operate the building and run their arts education business in the facility in partnership with the Syracuse Arts Council.

Mayor Gailey asked that the Council provide Mr. Bovero with direction regarding how to proceed. The Council engaged in philosophical discussion about the matter, focusing on the potential capital outlay the City would be responsible for with no guarantee of a project moving forward. While a feasibility study is not an uncommon thing for a city to undertake, Councilmembers expressed concern that no other options for the land have been explored; if there were a great deal of excitement behind the project, the Council may look upon it more favorably. However, given the location of the property and other development possibilities in the area coupled with the City's position as the only entity that stands to lose anything if the feasibility study does not yield positive results, the Council felt it appropriate to halt the project at this time and further explore the other efforts and funding options for the project.

Councilmember Savage stated that the potential for the City to secure WFRC grant funding for the project is one reason he was supportive of moving forward with the feasibility study. He also wanted to give OPPA the chance to fundraise for the project once he understands the commitment level of other parties. Councilmember Bingham stated that further exploration of the commitment of the other entities that are interested in the project is the type of work she would like to proceed before the Council makes a decision on proceeding with the feasibility study. Councilmember Savage agreed; he would be supportive of the project if all parties can commit to financial support of the project.

Mr. Bovero indicated another option for the Council to consider would be a feasibility study with a smaller scope; such a study would evaluate the economic impact of this type of project. A market analysis to determine the potential success of this type of project could also be conducted and both of these studies would give the City an idea of the value of this type of project for the community. Additionally, the Council needs to consider that there is likely a market for this type of use in northern Davis County and if the facility is not constructed in Syracuse, it will be constructed in another community. He wanted to be sure that the Council understands and is comfortable with that scenario. Councilmember Maughan stated he does not question whether the project would benefit the community from an economic development standpoint; his greatest concern is that the City will bear the major financial burden of the project and it would take a great deal of time for the City to recoup the money contributed. He stated that if other entities involved in the partnership are willing to contribute financially to the feasibility study, he may reconsider his position. Mayor Gailey asked that Councilmember Savage take the

Discussion of policy regarding football season and equipment use.

A staff memo from the City Attorney explained the City Parks and Recreation Program has long had a policy that once the final WFFL game for a football team has concluded, the players must return their equipment to the City the following week. This policy ensures that the equipment is timely returned, but also demarcates the end of the season. Having a clear end to the season serves to limit the City's liability to those games and practices that are sanctioned and supervised by the City and WFFL. The City does not authorize overnight trips for its football programs. A football team has requested that they be permitted to keep their equipment longer than the allotted time, in order to attend a game in Southern Utah. They have not asked for City staff to be present or for any additional City resources, except that they wish to retain the equipment. Their comments to staff and online suggest that this is viewed as a simple equipment rental extension request. Staff do not see this as a simple matter of equipment rental, but as an extension of the season with the City-drafted team, which has been coached by City volunteers and has operated under the City's umbrella of coverage. Even with a collection of waivers from participants and their guardians, the staff is concerned that the outing will increase the City's liability without appropriate precautions or policies in place. The City Council has the authority to set all policy for the City, and the matter has been raised by participants and councilmembers to be considered during this meeting. As usual, staff will support whichever policy the Council adopts. The goals of this discussion are to determine whether to adopt a policy governing this issue and, if such a policy is sought, direct staff to prepare a written policy with the main points decided by the Council, and to begin implementation of the policy.

Parks and Recreation Director Robinson reviewed the staff memo. The Council engaged in discussion about the City's current equipment usage policies and opportunities for creating a broader equipment rental program for the City for items other than football equipment. Councilmembers communicated the need for the City to maintain a balance between limiting the liability assumed by the City associated with equipment rental and creating opportunities to give citizens access to equipment needed for certain recreational events. They concluded to maintain the current policy, but continue discussion

of the matter in the future if the City Attorney is able to determine a solution that would reduce the liability associated with extending the rental period for football equipment.

Discuss outline for annual Strategic Goals Retreat.

A staff memo from the City Manager explained the annual strategic goals retreat is held to address high-level issues facing the city and setting an overall direction of the City by the Council. In 2018, the Council modified and adopted the attached mission and vision statements for the City. The Strategic Operational Plan was designed to accomplish tasks based on the Council's vision. Approximately 80 percent of the action items in the Strategic Operational Plan have been implemented and accomplished. As we move forward with City issues, it is important to periodically revisit the mission statement and vision of the Council to make sure it is updated. The following items have been identified by the Mayor and Administration as issues to be addressed at the retreat:

- Date: Friday, January 8, 8am-4pm
- Mission and Vision Statements: Discuss and decide on any additions, deletions, or modifications
- Other major issues to possibly review and discuss:
    - Review Long-Term Financial Picture: Updated projections from Zions Bank financial model
    - Review of Park Planning
    - Review of Infrastructure Planning
    - Shift of Paramedic Service to Cities
    - Review of Staffing Plans
    - Review of General Plan goals

The goal of this discussion is to determine the items to address in the upcoming annual strategic goals retreat.

Mr. Bovero reviewed his staff memo and facilitated discussion among the Council regarding the major issues they would like to discuss during the retreat. Mr. Bovero stated he will work with the Mayor and City Administrative staff to

develop the agenda for the event. He indicated that if other issues arise between now and the January 8 retreat date, Councilmembers can inform him of those issues so he can be prepared to discuss them at the meeting.

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.

Mayor Gailey offered City Manager Bovero the opportunity to report to the Council. Mr. Bovero reported on adjustments to City operations responsive to the State's adjusted COVID-19 guidelines and regulations.

The meeting adjourned at 9:22 p.m.

_____ _____

Mike Gailey
Mayor

Cassie Z. Brown, MMC
City Recorder

Date approved: _____

Minutes of the Special meeting of the Syracuse City Council held on October 27, 2020 at 9:22 p.m., held virtually via Zoom, meeting ID 821 1146 8564, 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 9:22 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 BINGHAM MOVED TO ADOPT THE AGENDA. COUNCILMEMBER BOLDUC SECONDED THE MOTION; ALL VOTED IN FAVOR.

2. Final Plat Approval, Shoreline Subdivision Phases 4, 5a, and 5b, located at approximately 1975 S. 3000 W.

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

Location:	1975 S. 3000 W.
Current General Plan:	Medium Density Residential
Current Zoning:	Residential Planned Community (RPC)

The applicant is requesting approval of three final plats that as part of the Shoreline development. The phasing is out of order because the development is owned by two property owners and the owner of this side of the development needs to entitle the property for a builder before the eastern half will be ready for approvals. There are still some remaining staff comments on both plats, but these should be able to be rectified before they are recorded with Davis County. The largest outstanding items are a provision to the City of the covenants and restrictions for the subdivision. Both of these are required by

the Development Agreement. Other than the minor remaining staff comments, the plats meet all the requirements of the City Code. Planning Commission reviewed the item on October 6 and is forwarding a unanimous recommendation for approval. Staff recommends the Planning Commission approve the plats with the following condition:

1. All staff comments must be addressed prior to recording either final plat with Davis County.

COUNCILMEMBER MAUGHAN MADE A MOTION TO GRANT FINAL PLAT APPROVAL FOR SHORLINE SUBDIVISION PHASES 4, 5A, AND 5B LOCATED AT APPROXIMATELY 1975 S. 3000 W. COUNCILMEMBER BINGHAM SECONDED THE MOTION; ALL VOTED AYE.

3. Final Plat Approval, Village at the Bluff Subdivision, Phases 1 and 2, located at approximately 2750 S. Bluff Road.

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

Location:	2705 S. Bluff Road
Current General Plan:	Medium Density Residential
Current Zoning:	Planned Residential Development (PRD)
Total Site Area:	18 acres (10.27 acres in Phase 1 and 7.73 in Phase 2)
Number of Lots:	103 total (73 in Phase 1 and 30 in Phase 2)

The applicant has requested approval of 73-lot and 30-lot final plats that are a combination of townhomes and detached housing units. The preliminary plat was approved by the City Council on August 11, 2020. These plats are simply creating the plat to be recorded and do not have any changes from the preliminary plat. The Planning Commission reviewed the item on October 6, 2020 and is forwarding a recommendation for approval.

COUNCILMEMBER TEAGUE MADE A MOTION TO GRANT FINAL PLAT APPROVAL FOR VILLAGE AT THE BLUFF SUBDIVISION, PHASES 1 AND 2, LOCATED AT APPROXIMATELY 2750 S. BLUFF ROAD. COUNCILMEMBER BOLDUC SECONDED THE MOTION; ALL VOTED AYE, WITH THE EXCEPTION OF COUNCILMEMBER MAUGHAN, WHO VOTED IN OPPOSITION.

4. Final Plat Approval, Grayson Ridge West Phase 1, located at approximately 2050 S. Doral Drive.

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

Location:	2050 S. Doral Drive
Current General Plan:	Low Density Residential
Current Zoning:	R-1 (Single-Family Units at 2.3 Units Per Acre)

The applicant is requesting approval of a final subdivision plat that is intended to be the first of additional phases under the same name. The preliminary plat must be approved when this occurs but for now, the final plat contains the entirety of the preliminary plat. The plat meets all requirements of the City Code and all staff comments have been addressed. The Planning Commission reviewed the item on October 20, 2020 and is forwarding on a unanimous recommendation for approval. Because the final plat meets all the requirements of the City Code, staff recommends approval.

COUNCILMEMBER MAUGHAN MADE A MOTION TO GRANT FINAL PLAT APPROVAL FOR GRAYSON RIDGE WEST PHASE 1, LOCATED AT APPROXIMATELY 2050 S. DORAL DRIVE. COUNCILMEMBER SAVAGE SECONDED THE MOTION; ALL VOTED AYE.

5. 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 (tabled from October 13, 2020.

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

Location:	2400 W. 3700 S.
Current General Plan:	Low Density Residential
Current Zoning:	A-1 (Agriculture Residential at 0.5 Units per Acre)
Proposed Zoning:	R-3 (Single-Family Residential at Four Units per Acre)
Acreage:	60 acres

The applicant is requesting approval of a rezone of approximately 60 acres of property from A-1 to R-3 to develop single-family units. Assuming the entirety of the ground is developable, the current zoning would allow for 30 units and the proposed zoning would allow for 240. Currently The Fields and Still Water projects to the east and west have stopped development somewhere around the midpoint of their properties when viewed from north to south due to sewer-fall restrictions. SCC 4.45.020 states that the City will not accept sewer lift stations which leaves the creation and maintenance of such stations to landowners within a special assessment district established for station maintenance. This has limited development to areas served by gravity-fed sewer. As a result, properties in this area have only partly developed with large areas being dedicated to the City. That is the intent in this case if the entire property is not sewer serviceable. The applicant understands this and still

wishes to proceed with the application as included in this report. The properties are located in the Low-Density Residential General Plan designation which supports the R-3 Zone. The minimum lot size of 8,000 square feet in the R-3 Zone will be the largest consistent lot size in the area with lots in The Fields in the 7,000 square foot range and lots in Still Water ranging from 3,500 square feet to approximately 10,000 square feet. Development of this property will facilitate the connection of 2400 West from its current termination to 3700 South. This will connect with the Still Water development and provide western access to the City-owned regional park property on the northwest corner of 2000 West and 3700 South. Development will also allow for exaction of a trail segment along 3700 South according to the Syracuse City Trails Master Plan. A map has been included in this report along with the application showing the reasoning for the request. Because this is a legislative decision, no staff recommendation will be included. Planning Commission reviewed the item on October 20, 2020 and is forwarding a unanimous recommendation for approval following a public hearing. During the hearing, no public comment was provided.

COUNCILMEMBER BINGHAM MADE A MOTION TO ADOPT ORDINANCE 202024 AMENDING THE SYRACUSE CITY ZONING MAP RELATED TO PROPERTY LOCATED AT 2889 S. 3000 W., RESIDENTIAL R1 TO RESIDENTIAL R-3 AND TO APPROVE THE DEVELOPMENT AGREEMENT REGARDING THE SAME. COUNCILMEMBER BOLDUC SECONDED THE MOTION; ALL VOTED AYE, WITH THE EXCEPTION OF COUNCILMEMBER MAUGHAN, WHO VOTED IN OPPOSITION.

Councilmember Savage then stated that regarding item two, the Council intended to provide conditional approval of the final plat; he asked if it would be appropriate to make a motion to reconsider the item to approve with conditions. City Recorder Brown advised that would be an appropriate action.

COUNCILMEMBER BOLDUC MOVED TO RECONSIDER ITEM TWO, FINAL PLAT APPROVAL FOR SHORLINE SUBDIVISION PHASES 4, 5A, AND 5B LOCATED AT APPROXIMATELY 1975 S. 3000 W. COUNCILMEMBER BINGHAM SECONDED THE MOTION; ALL VOTED IN FAVOR.

2. Reconsideration of Final Plat Approval, Shoreline Subdivision Phases 4, 5a, and 5b, located at approximately 1975 S. 3000 W.

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

Location:	1975 S. 3000 W.
Current General Plan:	Medium Density Residential
Current Zoning:	Residential Planned Community (RPC)

The applicant is requesting approval of three final plats that as part of the Shoreline development. The phasing is out of order because the development is owned by two property owners and the owner of this side of the development needs to entitle the property for a builder before the eastern half will be ready for approvals. There are still some remaining staff comments on both plats, but these should be able to be rectified before they are recorded with Davis County. The largest outstanding items are a provision to the City of the covenants and restrictions for the subdivision. Both of these are required by the Development Agreement. Other than the minor remaining staff comments, the plats meet all the requirements of the City Code. Planning Commission reviewed the item on October 6 and is forwarding a unanimous recommendation for approval. Staff recommends the Planning Commission approve the plats with the following condition:

1. All staff comments must be addressed prior to recording either final plat with Davis County.

COUNCILMEMBER MAUGHAN MADE A MOTION TO GRANT FINAL PLAT APPROVAL FOR SHORELINE SUBDIVISION PHASES 4, 5A, AND 5B LOCATED AT APPROXIMATELY 1975 S. 3000 W., SUBJECT TO THE APPLICANT ADDRESSING ALL STAFF COMMENTS PRIOR TO RECORDING FINAL PLAT WITH DAVIS COUNTY. COUNCILMEMBER TEAGUE SECONDED THE MOTION; ALL VOTED AYE.

Councilmember Savage then stated that for item four, Grayson Ridge final plat, the motion to approve did not include approval of the development agreement and payback agreement.

COUNCILMEMBER SAVAGE MOVED TO RECONSIDER ITEM FOUR, GRAYSON RIDGE WEST PHASE 1, LOCATED AT APPROXIMATELY 2050 S. DORAL DRIVE. COUNCILMEMBER TEAGUE SECONDED THE MOTION; ALL VOTED IN FAVOR.

4. Reconsideration of Final Plat Approval, Grayson Ridge West Phase 1, located at approximately 2050 S. Doral Drive.

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

Location:	2050 S. Doral Drive
Current General Plan:	Low Density Residential
Current Zoning:	R-1 (Single-Family Units at 2.3 Units Per Acre)

The applicant is requesting approval of a final subdivision plat that is intended to be the first of additional phases under the same name. The preliminary plat must be approved when this occurs but for now, the final plat contains the entirety of the preliminary plat. The plat meets all requirements of the City Code and all staff comments have been addressed. The

Planning Commission reviewed the item on October 20, 2020 and is forwarding on a unanimous recommendation for approval. Because the final plat meets all the requirements of the City Code, staff recommends approval.

COUNCILMEMBER MAUGHAN MADE A MOTION TO GRANT FINAL PLAT APPROVAL FOR GRAYSON RIDGE WEST PHASE 1, LOCATED AT APPROXIMATELY 2050 S. DORAL DRIVE AND TO APPROVE THE DEVELOPMENT AGREEMENT REGARDING THE SAME. COUNCILMEMBER TEAGUE SECONDED THE MOTION; ALL VOTED AYE.

6. Proposed Ordinance 2020-26 amending Subsection 10.30.060(F) of the Syracuse City Code pertaining to sump pump discharge regulations.

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.

Mr. Whiteley reviewed his staff memo and indicated this item was reviewed during the September City Council work session; the item was referred to the Planning Commission and that body forwarded a positive recommendation to the Council.

COUNCILMEMBER MAUGHAN MADE A MOTION TO ADOPT ORDINANCE 2020-26 AMENDING SUBSECTION 10.30.060(F) OF THE SYRACUSE CITY CODE PERTAINING TO SUMP PUMP DISCHARGE REGULATIONS. COUNCILMEMBER SAVAGE SECONDED THE MOTION; ALL VOTED AYE.

7. Consideration of adjourning into Closed Executive Session pursuant to the provisions of Section 52-4-205 of the Open and Public Meetings Law for the purpose of discussing the character, professional competence, or physical or mental health of an individual; pending or reasonably imminent litigation; or the purchase, exchange, or lease of real property.

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

The closed session began at 9:35 p.m.

The meeting reconvened at 10:10 p.m.

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

_____ _____

Mike Gailey
Mayor

Cassie Z. Brown, MMC
City Recorder

Date approved: October 13, 2020

COUNCIL AGENDA

November 10, 2020

Agenda Item #5a **Amendment to Criddle Farms Development Agreement**

Summary

The landscape plan for Criddle Farms was forced to be changed because the trees proposed in the plans were in conflict with an underground canal. The canal company objected to the trees being planted over the facility. An updated landscaping plan has been provided and some minimal verbiage of the document has been adjusted to reflect the change.

Goals of Discussion

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

SECOND AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT FOR PROPERTY LOCATED AT 700 SOUTH 4000 WEST and 1200 SOUTH 4000 WEST, SYRACUSE, UTAH

THIS AMENDMENT is entered into on this ___ day of _____, 20____, amending the AGREEMENT entered into by and between Syracuse City, a municipal corporation of the State of Utah, (hereinafter referred to as the "City"); and WILLIAM CRIDDLE FARM, LLC ("Owner"), for property located at 700 South 4000 West and 1200 South 400 West, Syracuse, Utah (the "Agreement").

WHEREAS, the irrigation company whose line is being replaced beneath the park strip of the lots along 4000 West objects to the placement of trees over the irrigation line; and

WHEREAS, an amended landscaping plan has been prepared which removes these trees and requires other plants that will not interfere with the irrigation line,

Now THEREFORE, the Parties to the Agreement have agreed to the following amendments:

Pursuant to Section 9.8 of the Agreement, subsection 5.1(E) is amended as follows, with strikethrough text indicating deletions, and underlined text indicating additions:

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

within the dedicated area shall be the responsibility of either: (i) Owner, (ii) the abutting property owners, or (iii) a home owners' association for the Development to be formed by the Owner, as determined by Owner in Owner's sole discretion.

Further, pursuant to Section 9.8, Exhibit F is replaced by the attached "Amended Exhibit F," which is incorporated into the Agreement by this reference.

No other provisions of the Agreement are modified, and all unamended provisions remain in full force and effect.

WHEREFORE, the Parties hereto have signed this Amendment to the Agreement the day and year first above written.

SYRACUSE CITY

By_____

ATTEST:

Title _____

_____
Cassie Brown
City Recorder

APPROVED AS TO FORM:

_____
Paul Roberts, City Attorney

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2020 personally appeared before me Mike Gailey, who duly acknowledged to me that he is the Mayor of SYRACUSE CITY, UTAH and that the document was signed by him in behalf of said corporation, and acknowledged to me that said corporation executed the same.

_____
NOTARY PUBLIC

WILLIAM CRIDDLE FARM, LLC

By _____

Title _____

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2020 personally appeared before me _____, who duly acknowledged to me that he is the _____ of WILLIAM CRIDDLE FARM, LLC and that the document was signed by him in behalf of said corporation, and _____ acknowledged to me that said corporation executed the same.

_____
NOTARY PUBLIC

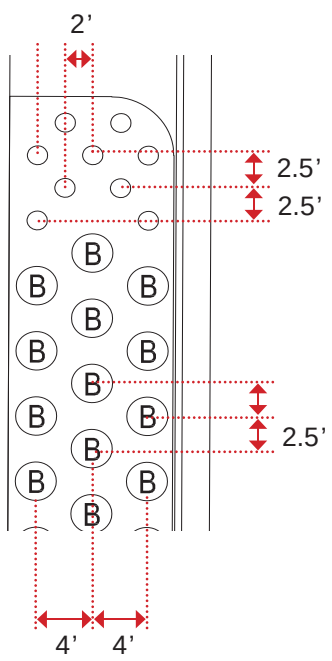


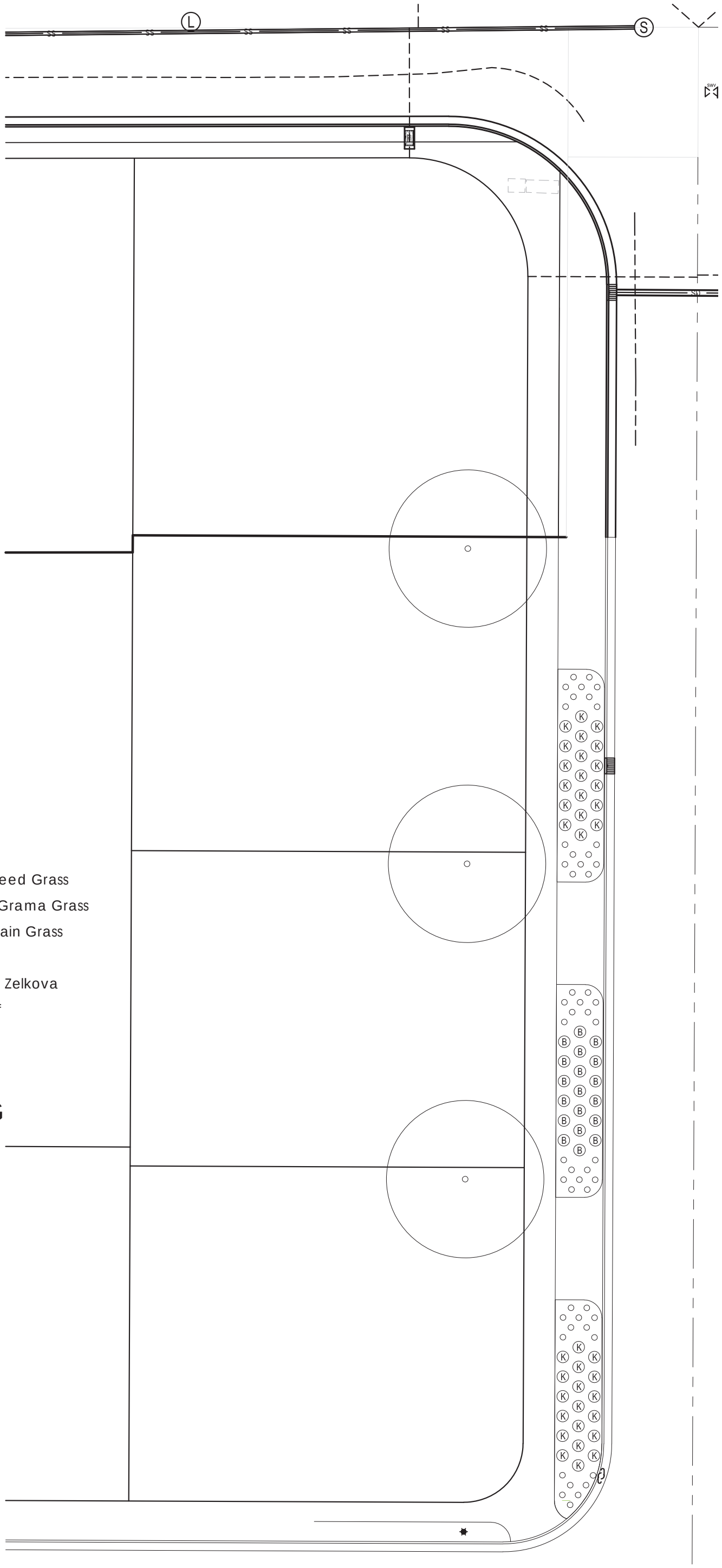
KEY MAP

LEGEND

- (K) ‘Karl Foerster’ Feather Reed Grass
- (B) ‘Blonde Ambition’ Blue Grama Grass
- ○ ‘Burgundy Bunny’ Fountain Grass
- ‘Green Vase’ Japanese Zelkova
- Kentucky Blue Grass Turf

TYPICAL SPACING





CRIDDLE FARM

Conceptual Landscape Plan

Sheet 1.1

October 15, 2020

Scale: 1” = 30’

North

D·R·HORTON® America’s Builder

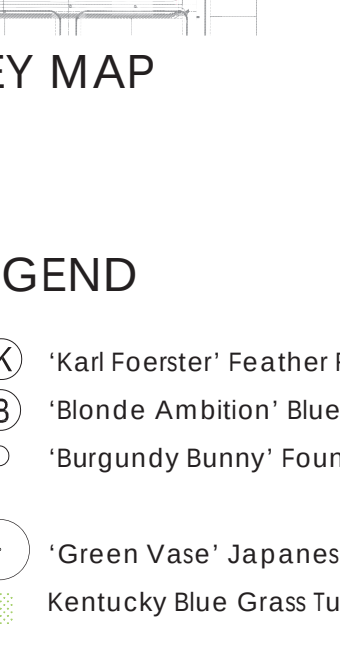


KEY MAP

LEGEND

- (K) ‘Karl Foerster’ Feather Reed Grass
- (B) ‘Blonde Ambition’ Blue Grama Grass
- ○ ‘Burgundy Bunny’ Fountain Grass
- ‘Green Vase’ Japanese Zelkova
- Kentucky Blue Grass Turf

TYPICAL SPACING



CRIDDLE FARM

Conceptual Landscape Plan

Sheet 1.2

October 15, 2020

Scale: 1” = 30’

North

D·R·HORTON® America’s Builder

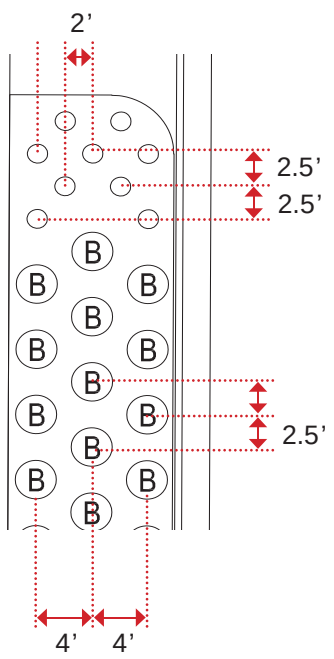


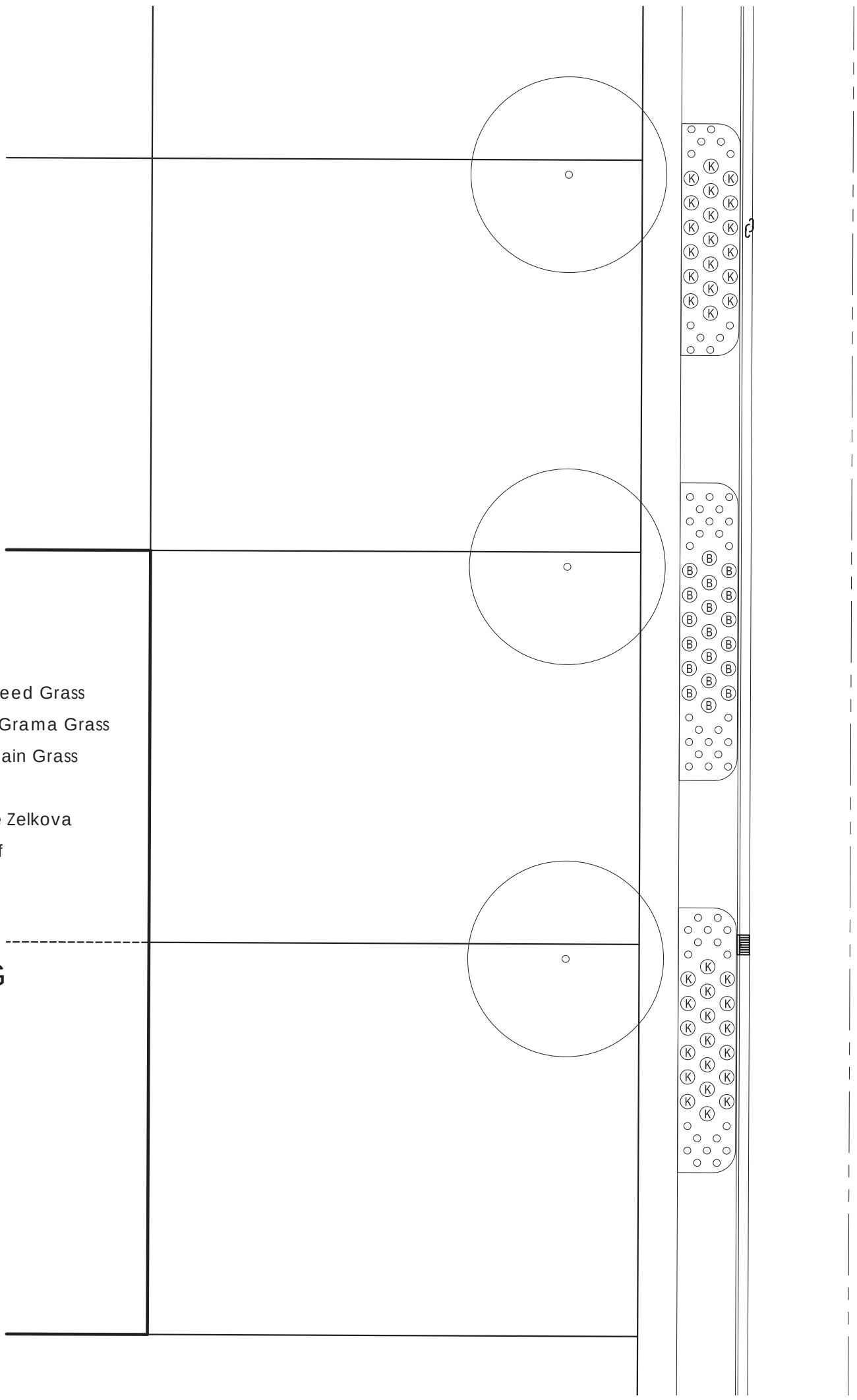
KEY MAP

LEGEND

- (K) ‘Karl Foerster’ Feather Reed Grass
- (B) ‘Blonde Ambition’ Blue Grama Grass
- ○ ‘Burgundy Bunny’ Fountain Grass
- ‘Green Vase’ Japanese Zelkova
- Kentucky Blue Grass Turf

TYPICAL SPACING





CRIDDLE FARM

Conceptual Landscape Plan

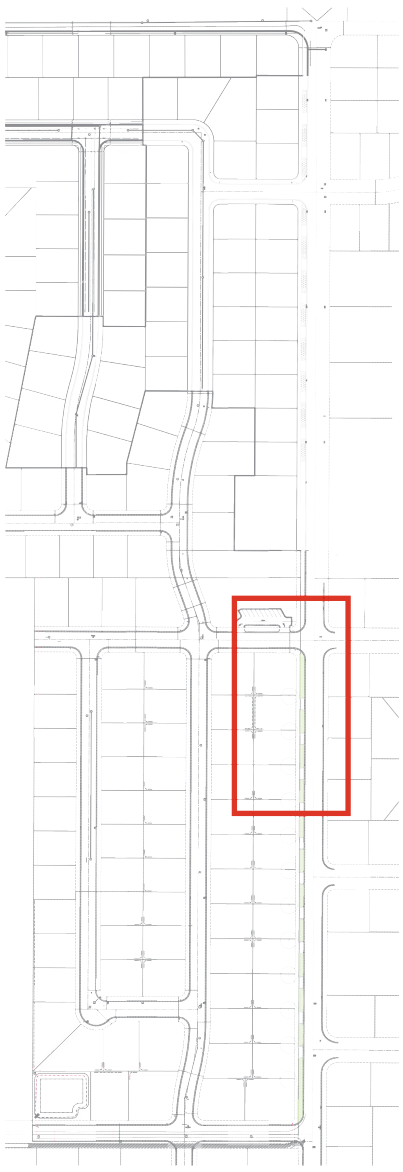
Sheet 1.3

October 15, 2020

Scale: 1” = 30’

North

D·R·HORTON America’s Builder

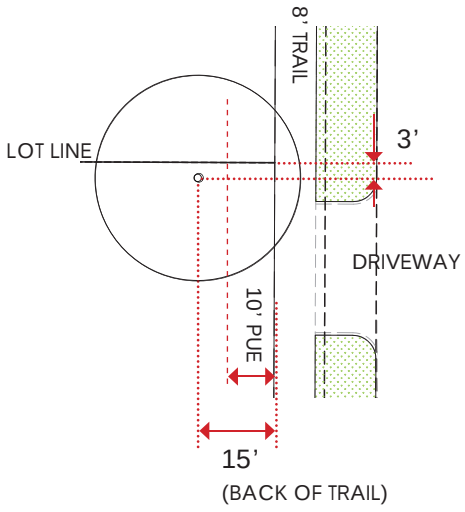


KEY MAP

LEGEND

- (K) ‘Karl Foerster’ Feather Reed Grass
- (B) ‘Blonde Ambition’ Blue Grama Grass
- ○ ‘Burgundy Bunny’ Fountain Grass
- ‘Green Vase’ Japanese Zelkova
- Kentucky Blue Grass Turf

TYPICAL SPACING



CRIDDLE FARM

Conceptual Landscape Plan

Sheet 1.4

October 15, 2020

Scale: 1” = 30’

North

D·R·HORTON
America’s Builder

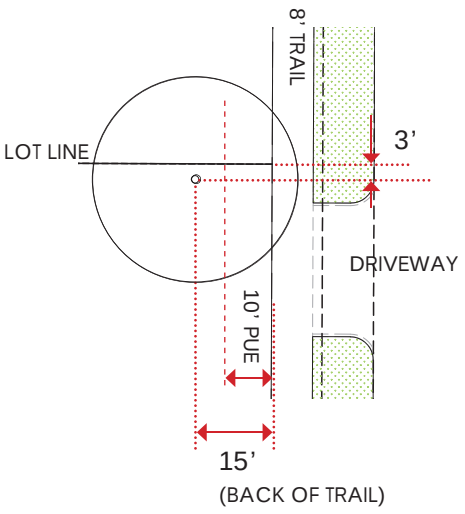


KEY MAP

LEGEND

- (K) ‘Karl Foerster’ Feather Reed Grass
- (B) ‘Blonde Ambition’ Blue Grama Grass
- ○ ‘Burgundy Bunny’ Fountain Grass
- ‘Green Vase’ Japanese Zelkova
- Kentucky Blue Grass Turf

TYPICAL SPACING



CRIDDLE FARM

Conceptual Landscape Plan

Sheet 1.5

October 15, 2020

Scale: 1” = 30’

North

D·R·HORTON America’s Builder

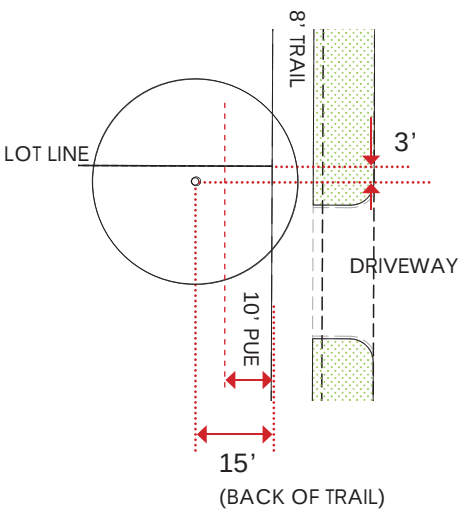


KEY MAP

LEGEND

- (K) ‘Karl Foerster’ Feather Reed Grass
- (B) ‘Blonde Ambition’ Blue Grama Grass
- ○ ‘Burgundy Bunny’ Fountain Grass
- ‘Green Vase’ Japanese Zelkova
- Kentucky Blue Grass Turf

TYPICAL SPACING



CRIDDLE FARM

Conceptual Landscape Plan

Sheet 1.6

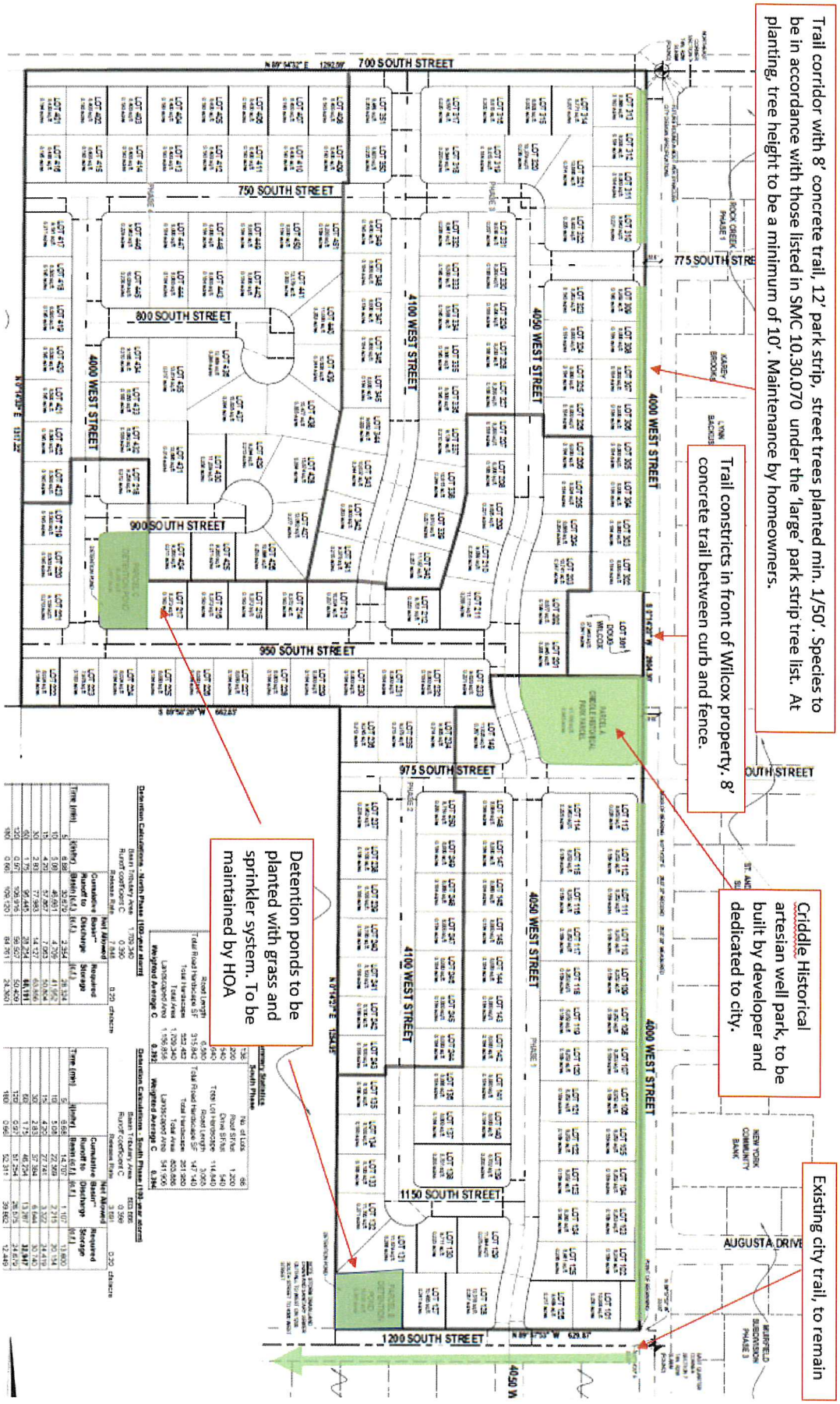
October 15, 2020

Scale: 1” = 30’

North

D·R·HORTON
America’s Builder

Old exhibit


Trail corridor with 8' concrete trail, 12' park strip, street trees planted min. 1/50'. Species to be in accordance with those listed in SMC 10.30.070 under the 'large' park strip tree list. At planting, tree height to be a minimum of 10'. Maintenance by homeowners.
Trail constricts in front of Wilcox property. 8' concrete trail between curb and fence.
Criddle Historical artesian well park, to be built by developer and dedicated to city.
Existing city trail, to remain
Detention ponds to be planted with grass and sprinkler system. To be maintained by HOA
700 SOUTH STREET
750 SOUTH STREET
775 SOUTH STREET
800 SOUTH STREET
900 SOUTH STREET
950 SOUTH STREET
975 SOUTH STREET
1150 SOUTH STREET
1200 SOUTH STREET
4000 WEST STREET
4050 WEST STREET
4100 WEST STREET
AUGUSTA DRIVE
NEW YORK COMMUNITY BANK
BURFIELD SUBDIVISION PHASE 3
ROCK CREEK PHASE 1
KAREN BROOKS
LYNN BACKUS
LOT 101 DOUD-WILCOX
PARCEL A CRIDDLE HISTORICAL PARK PARCEL
PARCEL C DETENTION POND PARCEL
PARCEL B DETENTION POND PARCEL
Detention Calculations - North Phase (100-year storm)
Detention Calculations - South Phase (100-year storm)

COUNCIL AGENDA
November 10, 2020

Agenda Item **#5b** District 3 Secondary Water Contract

Factual Summation

- City Code 8.10.090(H) provides an option for a developer to provide a fee in lieu of dedicating water shares for secondary water. The fee is equal to 12 years of assessments for the water acquired by the city from Weber Basin Water. This amount is approximately equal to the current market rate of each water share.
- The city has received payment for District 3 water prices to serve Stillwater 7 and 8. This is for 33.1-acre feet of secondary water.
- A contract with Weber Basin is required before a purchase of that water can be made. Contracts must be approved in the December Board meeting before it can be used for the following irrigation season.
- The Council reviewed this item during their October 27 work session meeting and determined to proceed with consideration of the final draft of the contract.
- Any questions regarding this agenda item may be directed at Robert Whiteley.

Discussion Goals

Consider adding secondary water to our system to accommodate growth. In doing so, a contract with Weber Basin for District 3 water is necessary to receive the water. If the council chooses to approve a contract, then it must go to the Weber Basin Water Board on December 3rd for consideration before the water can be made available during the 2021 irrigation season.

Account No. 92043 Untreated Municipal Contract/D3

CONTRACT BETWEEN WEBER BASIN WATER CONSERVANCY DISTRICT
AND SYRACUSE CITY
FOR THE SALE OF THE USE OF UNTREATED WATER

THIS CONTRACT, made this _____ day of _____, 2020, between the Weber Basin Water Conservancy District, organized under the laws of the State of Utah, with its principal place of business at Davis County, Utah (herein "District"), and Syracuse City, a municipal corporation organized under the laws of the State of Utah with its principal place of business in Davis County, Utah (herein "Purchaser") (herein "Contract"). The District and the Purchaser are herein sometimes referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, District operates a water storage and distribution system, by means of which the right to use water is made available by purchase; and

WHEREAS, Purchaser has need of untreated water for use in its service area in Davis County, Utah;

NOW, THEREFORE, in consideration of the mutual and dependent stipulations and covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

1. SALE OF WATER. The District will sell to the Purchaser and the Purchaser agrees to purchase from the District the perpetual right to use in each calendar year as hereinafter specified, untreated water for municipal purposes the amount of 33.1 acre-feet.

2. OBLIGATION TO PAY. In consideration of the use of the annual quantity of water which the District holds and will hold for Purchaser as hereinabove provided and upon condition that this Contract is approved by the District, the Purchaser agrees:

(a) To pay for the right to use the allotted water an amount annually, which amount initially shall be $474.21 per acre-foot of water. A portion of the above payment amount is to be applied to the extent required on the District's obligations under bonds or other government-District contracts or capital expenditures, and is to be fixed from time to time by the District's Board of Trustees. The remainder of the above payment amount is to apply to the District's general operation, maintenance, and repair and replacement expenses, and other special expenses

and costs incurred in operating, maintaining, repairing and replacing the separate facilities of the District used or required in servicing this Contract, hereinafter referred to as "OM&R". Such fair OM&R amounts shall be estimated each year by the Board of Trustees of the District, and any such determination shall be final and conclusive and binding on all parties. If such estimate is more than the actual cost thereof, an appropriate adjustment will be made in the annual OM&R amount for the year following the year for which the estimate was made.

(b) The amount so fixed shall be paid whether or not all or any part of the water, the right to use which Purchaser has hereinabove contracted for, is called for or used hereunder by Purchaser.

(c) The first payment of the amount so fixed shall be paid by the Purchaser to the District on or before January 1, 2021, and shall be in payment for water available for use by Purchaser in the 2021 calendar year. Succeeding payment shall be made annually by the Purchaser to the District on or before January 1 of each year thereafter. The Purchaser shall be bound by the rules and regulations of the District's Board of Trustees. Nothing contained herein shall be construed to exempt the Petitioner from paying the charges assessed by the District.

3. PENALTY FOR DELINQUENCY. Every installment or charge required to be paid to the District under this Contract which shall remain unpaid after its due date shall bear interest from date of delinquency at a rate of 18% APR.

4. REMEDIES OF DISTRICT IN CASE OF DEFAULT. No water shall be delivered through District works to or for the Purchaser if it is in arrears in the payment of any amounts due under this Contract or relating to operation and maintenance charges or other charges due the District or in the event that the Purchaser shall violate any of the terms of this Contract. The provisions of this article are not exclusive and shall not in any manner prevent the District from exercising any other remedy given by this contract or by law to enforce the collection of any payments due under the terms of this contract.

5. SECURITY. The District may, as a condition of this Contract, require security to be pledged and committed by the Purchaser in order to insure and secure payments required in this Contract. The sufficiency and form of security shall be determined by the District. In order to secure the annual payments called for by this Contract, the Purchaser agrees to impose and collect such fees or charges, including penalties and interest for delinquencies for any water, services, or facilities provided by it as shall always be sufficient to meet its annual operating and maintenance expenses and its obligations to the District in accordance with this Contract. In the event of a shortage of revenue for such obligations, Purchaser agrees to pay the District first out of revenues received. The District shall be paid out of these revenues prior to the Purchaser using or transferring those revenues for any other reason. If the proceeds of water sales are not adequate to pay the annual amounts due the District under this contract, the Purchaser shall annually levy such taxes and assessments as are provided by law upon the property within the boundaries of the Purchaser as may be required to meet such deficit.

6. DELIVERY OF WATER. The water furnished by the District to Purchaser under this Contract shall be delivered and measured to the Purchaser at a point or points already existing and which have been previously agreed to by both parties as points of delivery. If the

Purchaser decides to install a new point of delivery, then the Purchaser shall install, at their own cost and at no cost to the District, a water meter, a customer valve, and all other equipment necessary to meet current District standards. In the event an additional point or points of delivery are hereafter mutually agreed upon, the Purchaser shall construct, at its own expense, any new facilities, including additional metering devices, necessary to effect such new point(s) of delivery, including without limitation any costs to connect to existing facilities and to deliver and measure the water. The additional point or points of delivery shall be subject to the same terms and conditions as set out above with respect to the initial point of delivery herein provided for, unless different terms or conditions are otherwise agreed upon. The District may use any water available to the District to the extent that it can be delivered at points where it can be used.

7. FACILITIES. The Purchaser shall construct, operate and maintain, without cost to the District, all works and facilities necessary to distribute, deliver, take and utilize the water beyond the point of delivery to Purchaser and they shall be the sole responsibility of Purchaser. The District does not guarantee pressures and is not responsible for fluctuations in pressure, whether or not caused by the failure of devices regulating pressure. The Purchaser shall provide sufficient storage, at its own expense, to maintain a near constant rate of flow from the District.

8. OVERUSE. The amount of water to which the Purchaser is entitled annually shall not exceed the allotted amount as described above. In the event that Purchaser receives water in excess of the allotted amount in any given year, whether intentionally or unintentionally, the Purchaser will be billed for the excess water at a rate or rates fixed from time to time by the Board of Trustees of the District. Payment for use of water in excess of the allotted amount shall be paid within 30 days from notification by the District. Failure to make payment in full by the due date will result, at the District's sole discretion, in the discontinuation of service until payment in full is received by the District.

9. WATER SHORTAGE In the event there is a shortage of District water caused by drought, inaccuracy in distribution not resulting from negligence, hostile diversion, prior or superior claims, or other causes not within the control of the District, no liability shall accrue against the District or the United States or any of their officers, agents or employees or either of them for any damage, direct or indirect, arising therefrom and the payments to the District provided for herein shall not be abated or reduced because of any such shortage or damage. During periods of water shortage allocation of drinking water for municipal and domestic use and treated and untreated water for industrial use shall have first priority. If there should ever be any shortage of municipal water, deliveries to Purchaser shall be reduced in the proportion that the number of acre-feet of such shortage as determined by the District bears to the total number of acre-feet allocated for municipal use.

10. WATER CONSERVATION. The Purchaser shall, at a minimum, take the following actions to conserve and protect water: (i) prepare and maintain a current water conservation plan which shall meet the requirements of, and any standards set forth by, the Utah Division of Water Resources; (ii) enact a water conservation rate structure for culinary water use throughout its retail system; (iii) enact appropriate water conservation landscape ordinances to reduce wasteful outdoor watering; and (v) evaluate and promote the use of metered secondary irrigation systems and water conservation measures within its jurisdiction.

11. BENEFICIAL USE OF WATER. The basis, the measure, and limit of the right of the Purchaser to the use of District water shall rest perpetually in the Purchaser's efforts in the beneficial application thereof. The Purchaser accordingly agrees to put such water to beneficial use in accordance with law and acknowledges this as solely the obligation of the Purchaser.

12. SALE OF DISTRICT WATER LIMITED. The Purchaser agrees not to sell the use of District water purchased under this contract to any person outside the boundaries of the Purchaser, as now or hereafter fixed, either on a permanent or temporary basis, without the advance consent in writing of the District.

13. ACCOUNTING AND WATER SUPPLY RECORDS. The Purchaser shall maintain a standard set of books (a) to account for money received and expended as provided by law and (b) to keep and furnish suitable records of water supply and the disposition thereof. The Purchaser shall make these records available to the District upon request.

14. COMPLIANCE WITH LAW. The Purchaser agrees that it will comply fully with all applicable Federal laws, orders and regulations, and the laws of the State of Utah, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground water, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.

15. INDEMNIFICATION. Purchaser agrees to indemnify, protect, and save and hold the District harmless against and in respect of any and all claims, losses, liabilities, damages, costs, deficiencies or expenses (including attorney's fees) resulting from any claim for any rights under the Contract by any prior purchaser under the Contract or from the non-fulfillment of any covenant or agreement on the part of Purchaser under or relating to this instrument, and any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees and other expenses incident to any of the foregoing.

16. NUMBER AND JOINT LIABILITY. In this instrument, the singular number includes the plural and the plural number includes the singular. If this instrument is executed by more than one person, firm, partnership or corporation, the obligations of each such person, firm, partnership or corporation hereunder shall be joint and several.

17. NO THIRD-PARTY BENEFICIARIES. Nothing herein shall be interpreted or construed to confer any right or remedy upon, or any duty, standard of care, liability or inference of liability to or with reference to, any person other than the District and the Purchaser and their respective successors and permitted assigns.

18. GOVERNING LAW; JURISDICTION. This instrument shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah. Purchaser submits to the jurisdiction of the Second Judicial District Court of the State of Utah in any action or proceeding arising out of or relating to this instrument and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Purchaser waives any defense of inconvenient forum to the maintenance of any action or

proceeding so brought and waives any bond, surety, or other security that might be required of the District with respect thereto.

19. INTERPRETATION. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this instrument. The paragraph headings contained herein are for purposes of reference only and shall not limit, expand, or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association or any combination thereof. If any provision of this instrument or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this instrument and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.

20. WAIVER. No failure or delay in exercising any right, power or privilege under this instrument, whether intentional or not, shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of a right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

21. SUCCESSION AND ASSIGNMENT. This contract shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. The Purchaser may not assign the Contract or any of its rights, interests, or obligations thereunder without the prior written approval of the District.

22. FURTHER ACTS. The parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any act which may be necessary or proper to carry out the purposes of the Contract.

23. INCORPORATION OF RECITALS. The recitals set forth in this instrument are incorporated herein by reference and made a part hereof.

24. INTEGRATION. This instrument sets forth the entire understanding of the parties with respect to the subject matter hereof, and all prior negotiations, correspondence, proposals, discussions, understandings, representations, inducements and agreements, whether oral or written and whether made by a party hereto or by any one acting on behalf of a party, shall be deemed to be merged in and superseded by this instrument and shall be of no further force or effect. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as set forth herein, and no party has relied upon any representation, promise, assurance, covenant, omission or agreement not included in the terms hereof in making the decision to enter into this instrument. This instrument may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements among or between the parties.

25. AMENDMENTS. This instrument may not be modified, amended or changed by any oral agreement, either express or implied. No amendment, modification or change in this instrument shall be valid or binding unless reduced to writing and signed by both the District and the Purchaser. The provisions of this and the immediately preceding sentence themselves may not be amended or modified, either orally or by conduct, either express or implied, and it is the declared intention of the parties that no provisions of this instrument, including said two sentences, shall be modifiable in any way or manner whatsoever other than through a written document signed by both the District and the Purchaser.

26. EXPENSES OF ENFORCEMENT. In any proceeding to enforce, interpret, rescind or terminate this instrument or in pursuing any remedy provided hereunder or by applicable law, the prevailing party shall be entitled to recover from the other party all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "prevailing party" shall include, without limitation, a party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

27. EFFECTIVE DATE. This contract shall become effective upon approval hereof by the District, as indicated by its endorsement herein below.

28. REUSE. The reuse of water delivered pursuant to this contract shall not be allowed without permission of the District. The waste, seepage, or return flow from water delivered pursuant to this contract shall belong to the United States or the District for the use and benefit of the District.

29. NOTICE. Any notice herein required to be given to the Purchaser shall be sufficiently given if sent by mail addressed to the Purchaser at the address listed below, or if sent by electronic mail addressed to the Purchaser at the email address listed below or through public notice, and to the District office if delivered to 2837 East Highway 193, Layton, Utah 84040.

30. AUTHORIZED EXECUTION. The individuals signing below each represent and warrant (i) that they are authorized to execute this instrument for and on behalf of the party for whom they are signing; (ii) that such party shall be bound in all respects hereby; and (iii) that such execution presents no conflict with any other agreement of such party.

31. PREVIOUS CONTRACTS. This contract is separate and distinct from contracts between the District and the Purchaser for allotments of water for municipal use as follows:

Acre-feet	Contract Date	District Approved	Former Entity
1000	17 March 1983	17 March 1983	
45.5	22 May 2007	12 June 2007	
62.5	4 June 2007	4 June 2007	
14	25 September 2007	25 September 2007	
4.5	12 May 2008	31 October 2008	
1,126.50	**Total**		

and is for an allotment of water in excess of and in addition to contracts and orders of the District referred to above.

IN WITNESS WHEREOF, the parties have caused this contract to be executed and signed the day and year first above written.

SYRACUSE CITY

By: _____

Its: _____

ATTEST:

_____

By:_____

Its:_____

(SEAL)

WEBER BASIN WATER CONSERVANCY DISTRICT

_____

Dee Alan Waldron, President

ATTEST:

_____

Tage I. Flint, Secretary

(SEAL)

COUNCIL AGENDA

November 10, 2020

LEGISLATIVE ITEM

Agenda Item #**5c**

Green Property Rezone

Factual Summation

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

Location:	2400 West and Gentile (3700 South)
Current General Plan:	Low-Density Residential
Current Zoning:	A-1 (Agriculture Residential at 0.5 Units per Acre)
Proposed Zoning:	R-3 (Single-Family Residential at Four Units per Acre)
Acreage:	60

Summary

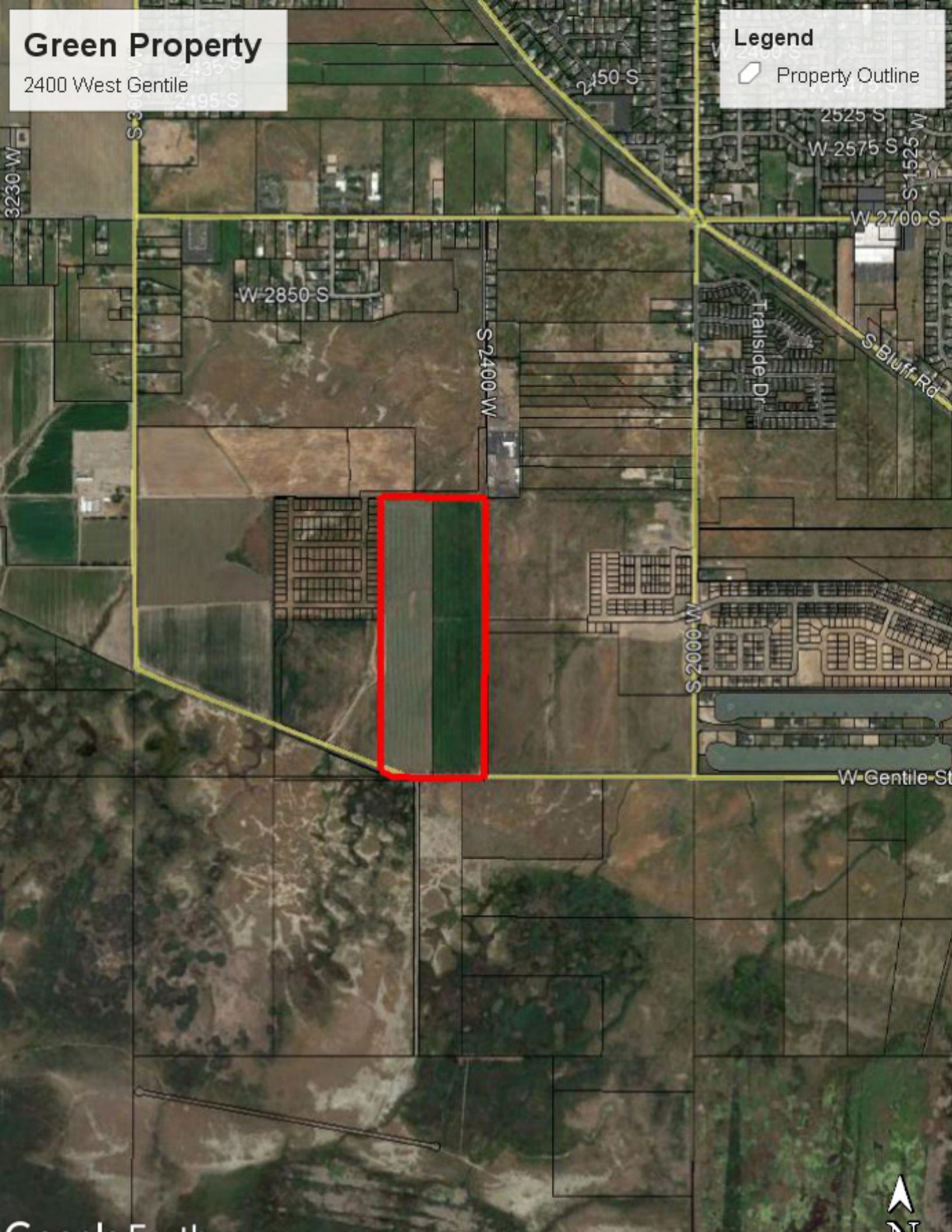
The applicant is requesting approval of a rezone of approximately 60 acres of property from A-1 to R-3 to develop single-family units. Assuming the entirety of the ground is developable, the current zoning would allow for 30 units and the proposed zoning would allow for 240. Currently The Fields and Still Water projects to the east and west have stopped development somewhere around the midpoint of their properties when viewed from north to south due to sewer-fall restrictions. SCC 4.45.020 states that the City will not accept sewer lift stations which leaves the creation and maintenance of such stations to land owners within a special assessment district established for station maintenance. This has limited development to areas served by gravity-fed sewer.

As a result, properties in this area have only partly developed with large areas being dedicated to the City. That is the intent in this case if the entire property is not sewer-serviceable. The applicant understands this and still wishes to proceed with the application as included in this report.

The properties are located in the Low-Density Residential General Plan designation which supports the R-3 Zone. The minimum lot size of 8,000 square feet in the R-3 Zone will be the largest consistent lot size in the area with lots in The Fields in the 7,000 square foot range and lots in Still Water ranging from 3,500 square feet to approximately 10,000 square feet. Development of this property will facilitate the connection of 2400 West from its current termination to 3700 South. This will connect with the Still Water development and provide western access to the City-owned regional park property on the northwest corner of 2000 West and 3700 South. Development will also allow for exaction of a trail segment along 3700 South according to the Syracuse City Trails Master Plan.

A map has been included in this report along with the application showing the reasoning for the request. Because this is a legislative decision, no staff recommendation will be included.

Planning Commission reviewed the item on October 20, 2020 and is forwarding a unanimous recommendation for approval following a public hearing. During the hearing, no public comment was recieved.


Green Property
2400 West Gentile
Legend
Property Outline
2450 S
2525 S
W 2575 S
S 1525 W
3230 W
W 2700 S
W 2850 S
S 2400 W
Trailside Dr
S Bluff Rd
S 2000 W
W Gentile St

DocuSign Envelope ID: C0DBE5FD-32F7-4E06-A313-1C257703D6BF

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:
2400 W and Gentile	60

Parcel Identification Number (as recorded with Davis County):	Current Zone	Proposed Zone:
12-103-0107 and 12-103-0039	A-1	R-3

Brief Description of Purpose for Rezone and Reasons Supporting the Request

The purpose of this rezone is to develop 8,000 square foot lots on this land.

This request is supported by the R-3 zone being an approved use in the General Plan Map.

This request is further supported by the 8,000 square foot lots being larger then the surrounding lots.

Subject Property Owner Contact Information

Name(s) of every person or company the applicant represents:
Jon Green

Mailing Address:	City:	State:	ZIP:
2263 West Gentile Street	Layton	UT	84041

Office Phone:	Cell Phone :	Email:

Applicant Contact Information (if different from Property Owner)

Name (and agent, if any):
Woodside Homes of Utah, LLC

Mailing Address:	City:	State:	ZIP:
460 West 50 North, Suite 300	Salt Lake City	UT	84101

Office Phone:	Cell Phone:	Email:
	435-668-6844	Derekt@woodsidehomes.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.

DocuSigned by: Jon Green C0E7A8B2C5B147B... 10/6/2020
Property Owner Signature Date

DocuSigned by: Derek Terry A54304A75D9E43B... 10/6/2020
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	$_____

DocuSign Envelope ID: C0DBE5FD-32F7-4E06-A313-1C257703D6BF

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

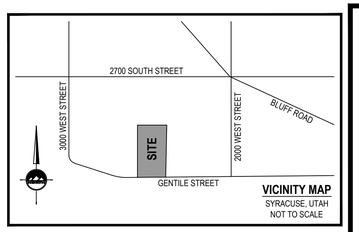
CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BOUNDARY DESCRIPTION

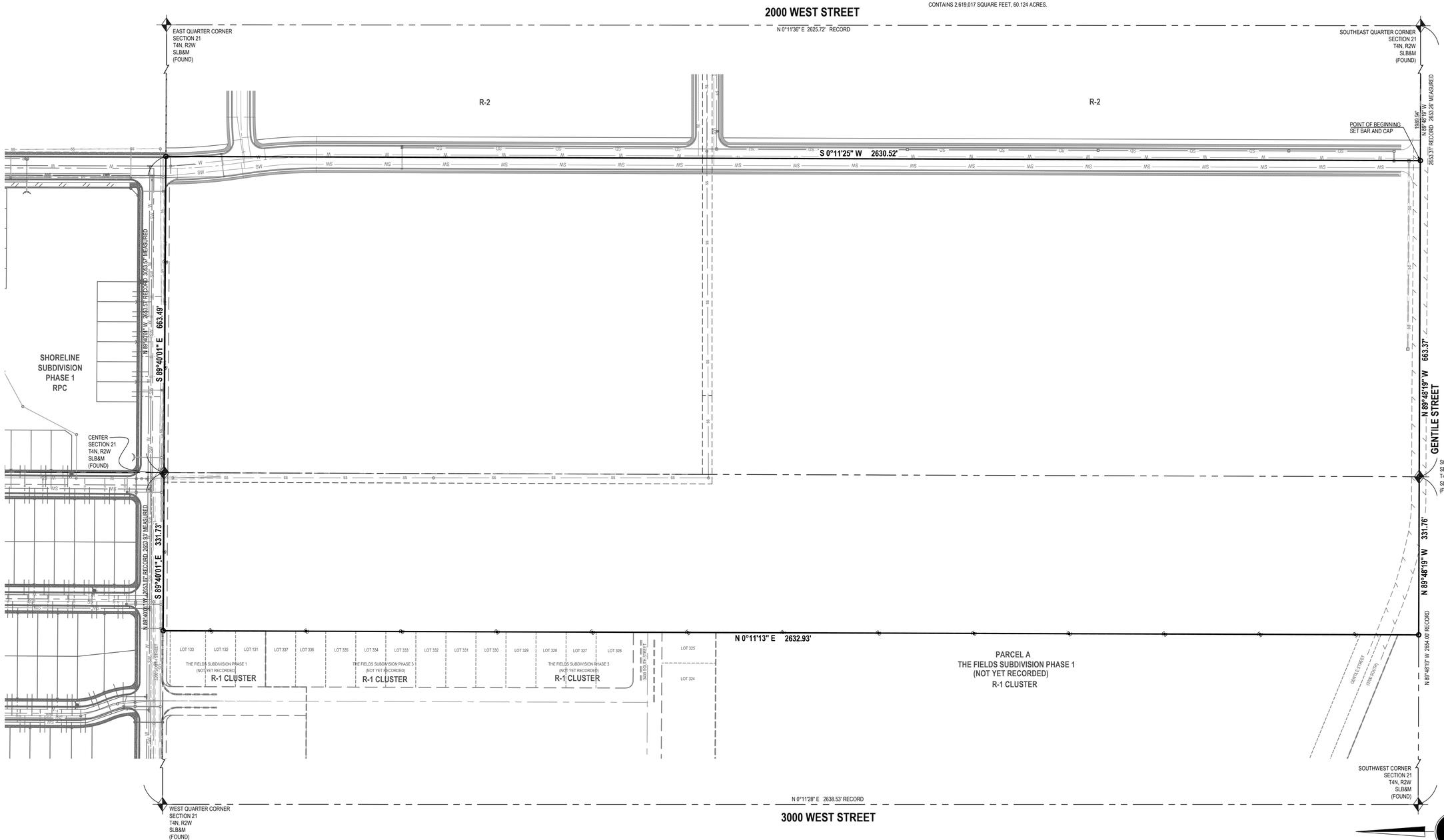
BEGINNING AT THE SOUTHEAST CORNER OF THE WEST ONE-HALF OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING NORTH 89°48'19" WEST 1989.94 FEET ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 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 SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN TO A BOUNDARY LINE AGREEMENT RECORDED ON JANUARY 24, 2020 AS ENTRY NO. 3220873 IN BOOK 7435 AT PAGES 1395-1399 IN THE RECORDS OF DAVIS COUNTY;
THENCE NORTH 0°11'13" EAST 2632.93 FEET, (2633.12 FEET IN BOUNDARY LINE AGREEMENT) 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.



VICINITY MAP
SYRACUSE, UTAH
NOT TO SCALE



LEGEND

- SECTION CORNER
- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."

ENSIGN ENG. LAND SURV.

GENERAL NOTES:

1. PROPERTY IS ZONED A-1
2. PROPOSED ZONE WILL BE R-3.
   A. MINIMUM LOT WIDTH IS 80'
   B. FRONT YARD SETBACK IS 25'
   C. REAR YARD SETBACK IS 20'
   D. SIDE YARD SETBACK IS 8'
   E. CORNER LOT SIDE YARD SETBACK IS 20'

NORTH

HORIZONTAL GRAPHIC SCALE

100 0 50 100 200
(IN FEET)
HORZ: 1 inch = 100 ft.

ENSIGN
THE STANDARD IN ENGINEERING

LAYTON
919 North 400 West
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:
CLIENT
CLIENT'S ADDRESS
CLIENT CITY STATE ZIP
CONTACT:
CLIENT CONTACT
PHONE: 801-000-0000

GREEN PROPERTY

2500 WEST GENTILE STREET
SYRACUSE, UTAH

CONCEPT PLAN

PROJECT NUMBER L2429
PRINT DATE 9/30/20
DRAWN BY M.ELMER
CHECKED BY C.PRESTON
PROJECT MANAGER C.PRESTON

1 OF 1

General Plan Map

Last Amended: 09/10/19

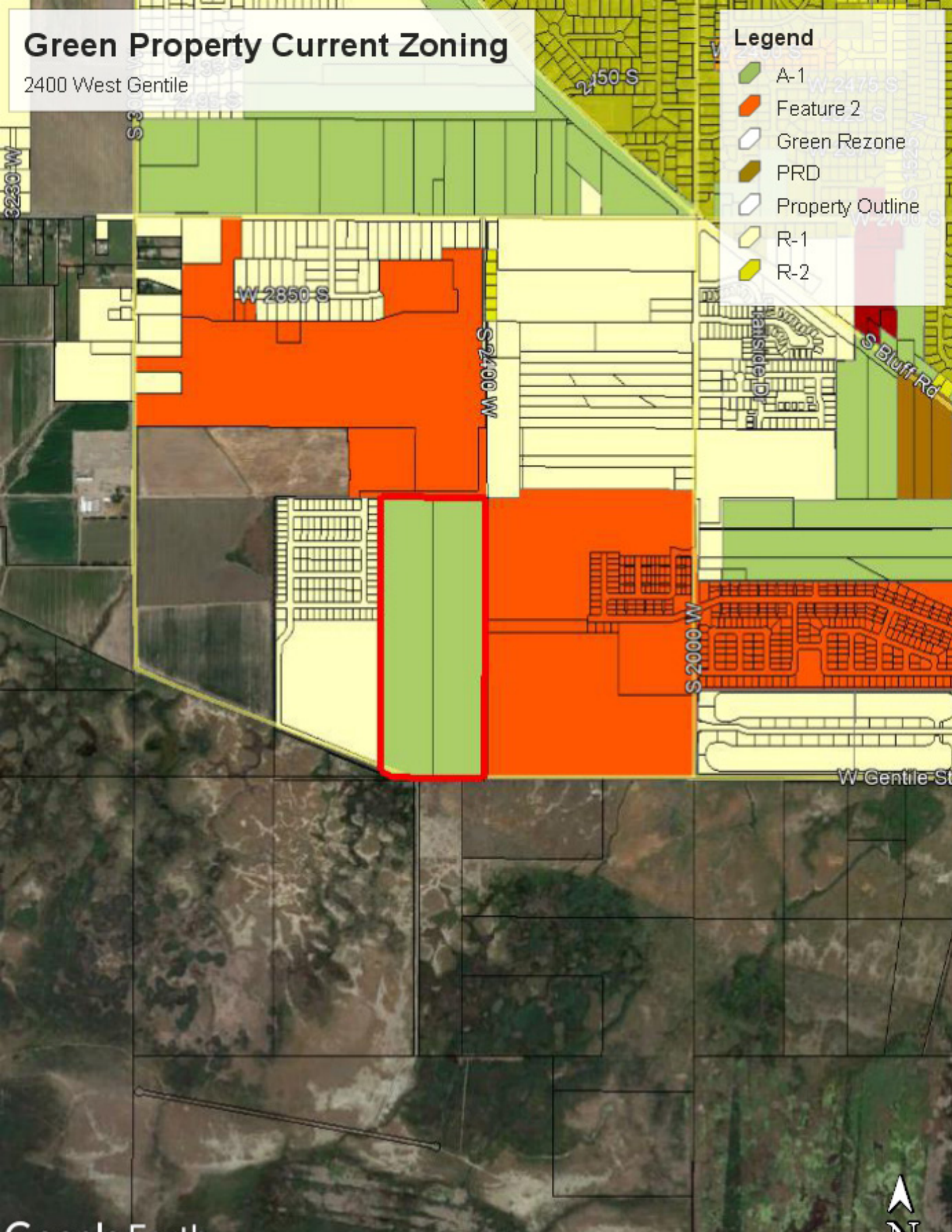
Legend

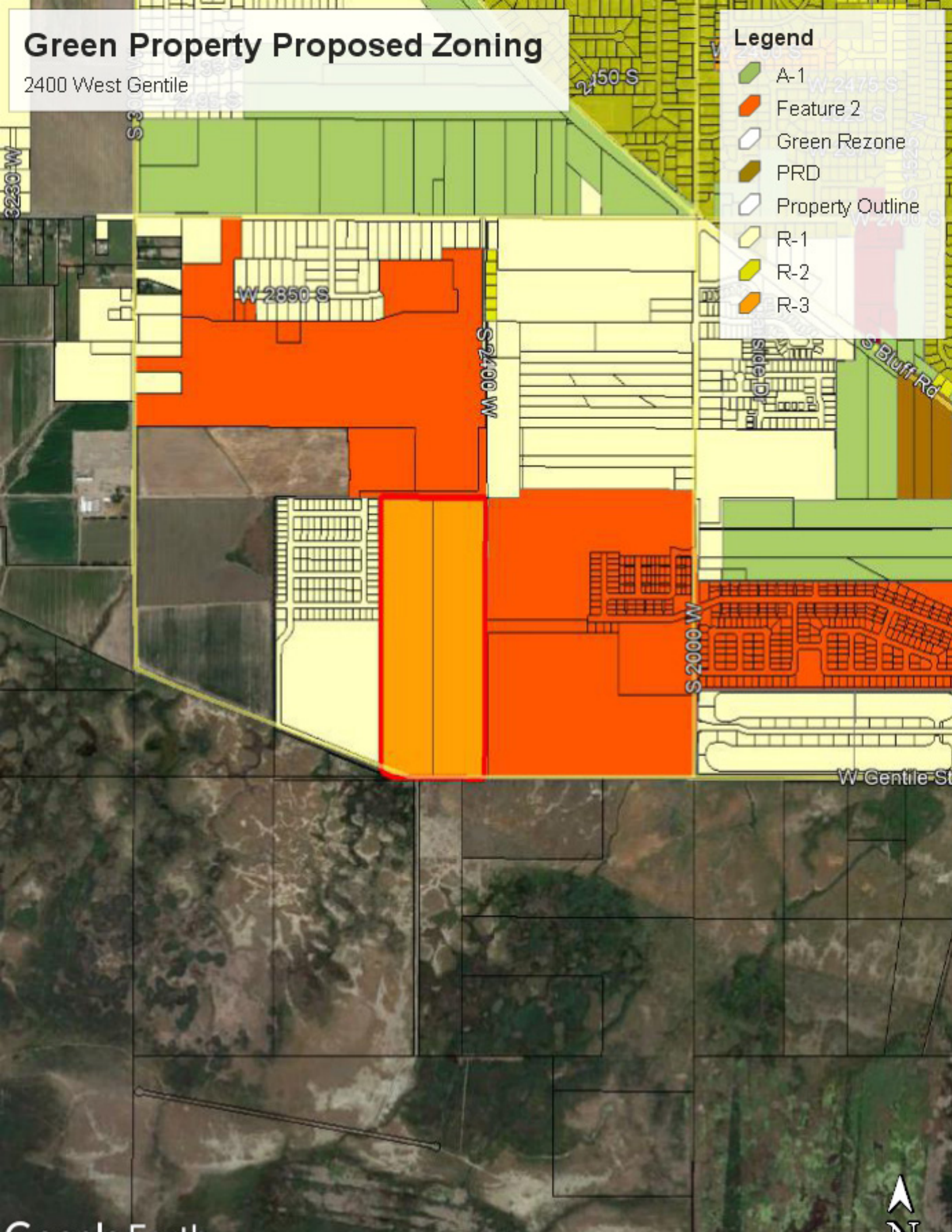
- Syracuse Municipal Boundary
- Parks, Agriculture, Wetlands (A-1)
- Civic (All Zones)
- Low Denisty Residential (A-1, R-1, R-2, R-3, Cluster, RPC)
- Medium Density Residential (Cluster, R-3, RPC, PRD, Neighborhood Services)
- High Density Residential (R-3, PRD, Neighborhood Services, Mixed Use, G.C., P.O.)
- Commercial (G.C., P.O., Mixed Use, Neighborhood Services)
- Industrial (Business Park, Industrial, Research Park, Mixed Use, G.C., P.O.,)
- Future West Davis Corridor & SR-193
- Future West Davis Corridor Interchange

N

0 1 Miles

SUBJECT PROPERTY


Green Property Current Zoning
2400 West Gentile
Legend
A-1
Feature 2
Green Rezone
PRD
Property Outline
R-1
R-2
W 2850 S
S 2400 W
S 2000 W
S Bluff Rd
Hansen Dr
W Gentile St


Green Property Proposed Zoning
2400 West Gentile
Legend
A-1
Feature 2
Green Rezone
PRD
Property Outline
R-1
R-2
R-3
W 2850 S
S 2400 W
S 2000 W
W Gentile St
S Bluff Rd

ORDINANCE NO. 2020-27

AN ORDINANCE AMENDING THE SYRACUSE CITY ZONING MAP FROM A-1 to R-3, RELATED TO PROPERTY LOCATED AT 2400 WEST GENTILE ROAD.

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 developer of property at 2400 West Gentile Road, Davis County Parcel ID # 12-103-0039 and 12-103-0107, has requested that the zoning for the property be changed from A-1 (Agricultural) to R-3(Residential Zone – 4.0 Lots per Gross Acre); 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,

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 2400 West Gentile Road is changed from A-1 to R-3, 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 NOVEMBER, 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

CITY COUNCIL AGENDA

November 10, 2020

Agenda Item **#6** Recognition of Community and Economic Development (CED) Department for graduating the Economic Development Corporation of Utah (EDCUtah) "Development Ready Communities Program".

Factual Summation

- Please see the attached email from Mayor Gailey regarding the City's participation in the EDCUtah Development Ready Communities Program.

From: Mike Gailey
To: City Council Members; Planning Commission
Cc: Brody Bovero; Paul Roberts; Steve Marshall; Cassie Brown
Subject: FW: EDCUtah Development Ready Communities Program "Graduates" First Class
Date: Sunday, October 25, 2020 11:22:06 AM

All:

Our Planning and Economic Development received an award and were among the first in the State to receive such.

See below.

Mike

From: Theresa Foxley <tfoxley@edcutah.org>
Reply-To: Theresa Foxley <tfoxley@edcutah.org>
Date: Friday, October 23, 2020 at 4:14 PM
To: Mike Gailey <mgailey@syracuseut.com>
Subject: EDCUtah Development Ready Communities Program "Graduates" First Class

EDCUtah Development Ready Communities Program "Graduates" First Class

Support service is designed to help cities and counties know their strengths, grow their economies

The Economic Development Corporation of Utah (EDCUtah) announced today that eight cities and counties have successfully completed the Development Ready Communities (DRC) Program. The five-stage program was launched in April 2019.

“The Development Ready Communities Program is designed to better prepare our community partners to attract and grow competitive companies and foster the expansion of local businesses. It has been great to see city and county participants utilize the data provided through the program to strengthen local economic development strategic plans,” said Theresa Foxley, president and CEO of EDCUtah.

The eight participants to have completed the program include:

- Box Elder County
- Brigham City
- Cedar City
- Grand County
- Orem City
- San Juan County
- South Jordan City
- Syracuse City

“After participating in training sessions, we’ve seen the quantity and quality of local partners’ responses to our Requests for Information improve dramatically. Communities are better prepared for site visits. Interaction between communities, statewide, has been enhanced. Engagement with EDCUtah’s private sector partner companies has increased,” said Alan Rindlisbacher, EDCUtah director of community strategy.

A virtual “graduation” ceremony took place Friday, October 23 during an EDCUtah Investor town hall.

“The process pulled together so many of the pieces for how the state and EDCUtah are doing business recruitment. For me it is helpful to understand an organization's strategy, organization, and structure so that I can know how to best partner and integrate the

partnership into my office's strategy," said Natalie Randall, economic development director of San Juan County. "The Community Assessment SWOT analysis in particular is regularly referenced here, and has been a particularly helpful tool for our local businesses looking to reinvest in our county."

"I have learned so much in the DRC sessions and have met so many individuals who have a tremendous amount of experience. I value all that I have learned and will apply that education to improving the future for Grand County," said Elaine Gizler, economic development director of Grand County. "The continued support of EDCUtah to raise the bar for economic development in our rural communities is valuable."

Available to public members of EDCUtah, the program provides a structured, comprehensive and efficient methodology, taught in part by subject matter experts affiliated with EDCUtah. EDCUtah's Community Strategy team assists members through the five stages of economic development preparedness, including Community Assessment, Planning, Community Marketing, Training and Preparation, and EDCUtah Integration and Support.

"As we've involved both public and private sector partners to help with the instruction in the training sessions, both the teachers and learners have benefited. All told, we think the DRC Program is making a positive difference as we work together with our local economic development partners—Team Utah—to build Utah's economy," Rindlisbacher continued.

For more information on the DRC Program, contact Alan Rindlisbacher at 801-323-4241 or arindlisbacher@edcutah.org.

COUNCIL AGENDA
November 10, 2020

Agenda Item #7 Interlocal Agreement with Wasatch Integrated Waste Management District 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. Since that time, the Council has amended it from time to time in order to address new issues.

- Wasatch Integrated has reached out to the cities and county in Davis County to assist with COVI-19 related expenses incurred. As a special service district, Wasatch Integrated does not receive CARES Act funding directly. The main focus of the expenses was to combat COVID-19 by protecting their employees and the public, 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 $6,376.03 to Wasatch Integrated for qualified expenses under the CARES Act.

- If any Wasatch Integrated expenses are deemed to be non-qualified for CARES Act spending, the City will reimburse the State or Federal government, and Wasatch Integrated will reimburse the City for those expenses.

- If Wasatch Integrated 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. $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.

Possible Amended Plan for CARES Act Funding

If the Council agrees with the Wasatch Integrated 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. $6,376 Wasatch Integrated Waste Management District COVID-19-related expenses.
4. $ 643,624 Reserve for contingency or return to US Treasury.

Action Item

1. Vote whether to approve the Interlocal Cooperation Agreement Between Syracuse City and the Wasatch Integrated Waste Management District.

WASATCH
INTEGRATED
waste management district

October 28, 2020

Re: CARES Act Request for Reimbursement for Expenses Through October 28, 2020

Dear Wasatch Integrated Administrative Control Board Member:

The purpose of this letter and supporting documentation is to request reimbursement under the CARES Act for necessary expenditures incurred by Wasatch Integrated Waste Management District (Wasatch) due to COVID-19 for the period from March 1, 2020 through October 28, 2020 which were not accounted for in our most recent budget.

Necessary expenses incurred by Wasatch consist of supplies required to implement health and safety policies and emergency paid sick leave specific to COVID-19. I have attached to this letter a summary of expenses which Wasatch is requesting reimbursement from funds provided to cities from the Coronavirus Relief Fund.

We have allocated costs to each of our member cities based upon the percentage of total households within each member city. Please forward this request to the appropriate person in your city for processing.

If you have questions regarding this request, please don't hesitate to contact me at (801) 614-5601.

Sincerely,

Wasatch Integrated Waste Management District

Nathan Rich, P.E.
Executive Director

Attachments

cc: Administrative Control Board

Summary of Reimbursable Costs Cares Act Wasatch Integrated Waste Management District			
Total CARES Reimbursable Costs through 0ctober 20, 2020			$59,417.14
Member City	Number of Households	Percentage of Total Households	Allocated Cost
Centerville City	4338	5.3%	$3,165.39
Clearfield City	6128	7.5%	$4,471.54
Clinton City	6573	8.1%	$4,796.25
Farmington City	6438	7.9%	$4,697.74
Fruit Heights City	1692	2.1%	$1,234.63
Kaysville City	8681	10.7%	$6,334.43
Layton City	18959	23.3%	$13,834.18
Morgan City	1217	1.5%	$888.03
Morgan County	2265	2.8%	$1,652.75
North Salt Lake City	4880	6.0%	$3,560.88
South Weber City	2052	2.5%	$1,497.32
Sunset City	1588	2.0%	$1,158.75
Syracuse City	8738	10.7%	$6,376.03
West Bountiful City	1761	2.2%	$1,284.98
West Point City	3191	3.9%	$2,328.44
Woods Cross City	2927	3.6%	$2,135.80
Total Households	81428	100.0%	$59,417.14

COVID19 Detailed Expenses Total **$ 34,552.66**

March 2020 COVID19 Detailed Expenses

Vendor Name	Voucher Number	Document Date	Item Purchased Description	Document Amount
AMAZON CAPITAL SERVICES INC	078857	3/28/2020	Wires, keyboards, and Monitors for administrative staff working from home	$ 586.74
FASTENAL COMPANY	078753	3/30/2020	Latex gloves and cleaner	$ 104.48
AMAZON CAPITAL SERVICES INC	078811	3/31/2020	Keyboard and mouse combos for working from home	$ 200.97
				$ 892.19

April 2020 COVID19 Detailed Expenses

Vendor Name	Voucher Number	Document Date	Item	Document Amount
BUCHANAN ACCESS SYSTEMS LLC	078809	4/3/2020	Remote gate operator and App for account customers during Landfill resident shutdown	$ 2,365.00
AMAZON CAPITAL SERVICES INC	078885	4/9/2020	Spray bottles	$ 31.90
AMAZON CAPITAL SERVICES INC	078886	4/9/2020	Car charger and cable for charging phone for gate operations during resident shutdown	$ 26.88
PROEDGE TECHNOLOGY LLC	078957	4/22/2020	Intercoms for Scale houses - closed window transactions	$ 4,268.00
VALLEY GLASS INC	078963	4/27/2020	Plexi glass for thrift store	$ 275.00
AMAZON CAPITAL SERVICES INC	079011	4/28/2020	Washable keyboard for timecard computers	$ 52.18
DELL FINANCIAL SERVICES LLC	079439	4/29/2020	Laptop for with booth opened to accommodate traffic from cash only policy	$ 1,126.63
				$ 8,145.59

May 2020 COVID19 Detailed Expenses

Vendor Name	Voucher Number	Document Date	Item	Document Amount
MICROSOFT CORPORATION	079023	5/2/2020	Laptop to support virtual school tours	$ 2,214.18
AMAZON CAPITAL SERVICES INC	079045	5/5/2020	Thermometer for Temperature checks	$ 359.50
AMAZON CAPITAL SERVICES INC	079203	5/15/2020	Webcam for remote meetings	$ 152.96
FASTENAL COMPANY	079207	5/20/2020	Case of wipes	$ 152.71
FASTENAL COMPANY	079208	5/20/2020	Cleaner and Latex gloves	$ 160.27
AMAZON CAPITAL SERVICES INC	079288	5/21/2020	Spray bottles	$ 143.29
FASTENAL COMPANY	079212	5/27/2020	Cleaner and Latex gloves	$ 158.24
				$ 3,341.15

June 2020 COVID19 Detailed Expenses

Vendor Name	Voucher Number	Document Date	Item	Document Amount
AMAZON CAPITAL SERVICES INC	079914	6/2/2020	Face covers	$ 55.84
DIAMOND RENTAL INC	080253	6/3/2020	Tent, table, and Chair rentals for out of doors break rooms	$ 328.12
AMAZON CAPITAL SERVICES INC	079945	6/4/2020	Face covers	$ 398.00
SMEDLEY & ASSOCIATES PLUMBING & HEATING INC	079527	6/18/2020	Heating and cooling unit for white booth opened for no cash policy traffic	$ 2,815.00
FASTENAL COMPANY	079480	6/19/2020	Latex gloves	$ 103.10
AMAZON CAPITAL SERVICES INC	079509	6/25/2020	Face covers	$ 569.10
AMAZON CAPITAL SERVICES INC	079658	6/27/2020	Social Distancing stickers	$ 37.98
				$ 4,307.14

July 2020 COVID19 Detailed Expenses

Vendor Name	Voucher Number	Document Date	Item	Document Amount
FASTENAL COMPANY	080243	7/23/2020	Latex Gloves	$ 311.60
LOWE'S HOME IMPROVEMENT WAREHOUSE	080150	7/23/2020	Face covers	$ 388.17
				$ 699.77

August 2020 COVID19 Detailed Expenses

Vendor Name	Voucher Number	Document Date	Item	Document Amount
DIAMOND RENTAL INC	080252	8/5/2020	Tent, table, and Chair rentals for out of doors break rooms	$ 123.35
AMAZON CAPITAL SERVICES INC	079803	8/11/2020	Thermometer for temperature checks	$ 109.98
DIAMOND RENTAL INC	080450	8/13/2020	Tent, table, and Chair rentals for out of doors break rooms	$ 1,217.55
PROEDGE TECHNOLOGY LLC	080000	8/13/2020	Camera white both opened to handle traffic from no cash policy	$ 1,318.84
AMAZON CAPITAL SERVICES INC	080644	8/26/2020	Keyboard and webcam	$ 137.97
				$ 2,907.69

September 2020 COVID19 Detailed Expenses

Vendor Name	Voucher Number	Document Date	Item	Document Amount
DIAMOND RENTAL INC	080425	9/18/2020	Tent, table, and Chair rentals for out of doors break rooms	$ 430.95
DIAMOND RENTAL INC	0056350	9/22/2020	Tent, table, and Chair rentals for out of doors break rooms	$ 451.47
				$ 882.42

October 2020 COVID19 Detailed Expenses

Vendor Name	Voucher Number	Document Date	Item	Document Amount
DIAMOND RENTAL INC	080451	10/1/2020	Tent, table, and Chair rentals for out of doors break rooms	$ 682.50
DIAMOND RENTAL INC	080496	10/1/2020	Tent, table, and Chair rentals for out of doors break rooms	$ 969.50
PROEDGE TECHNOLOGY LLC	080495	10/2/2020	TV and stand for socially distanced training in the shop	$ 4,229.87
DIAMOND RENTAL INC	080488	10/5/2020	Tent, table, and Chair rentals for out of doors break rooms	$ 2,097.17
DIAMOND RENTAL INC	0056434	10/6/2020	Tent, table, and Chair rentals for out of doors break rooms	$ 5,397.67
				$ 13,376.71

Employee ID	A01 - Y01
Pay Code	4ADM-H - 4ADM-S
Pay Date	1/1/2020 - 10/20/2020

Employee ID	Code	Pay Date	Dept	Position	Amount	Iours/Units
1	4ADM-H	4/17/2020	210-02	OPRTR2	$94.37	5.38
1	4ADM-H	10/2/2020	210-02	OPRTR1	$171.39	9.85
1	4ADM-H	10/16/2020	210-02	OPRTR1	$364.88	20.97
Total Transactions:	3	$630.64	36.2	4.52	0.89	
2	4ADM-H	4/17/2020	210-02	SCLATT	$28.99	1.87
2	4ADM-H	5/1/2020	210-02	SCLATT	$130.67	8.43
2	4ADM-H	5/15/2020	210-02	SCLATT	$90.37	5.83
2	4ADM-H	5/29/2020	210-02	SCLATT	$202.74	13.08
Total Transactions:	4	$452.77	29.21	3.63	0.71	
3	4ADM-H	5/1/2020	210-02	OPRTR2	$519.40	25.97
3	4ADM-H	5/29/2020	210-02	OPRTR2	$660.00	33.00
Total Transactions:	2	$1,179.40	58.97	7.36	1.46	
4	4ADM-H	4/17/2020	210-02	OPRTR1	$127.57	5.82
Total Transactions:	1	$127.57	5.82	0.72	0.14	
5	4ADM-H	4/3/2020	220-02	MECHNC	$381.70	17.92
Total Transactions:	1	$381.70	17.92	2.24	0.44	
6	4ADM-H	4/3/2020	210-02	OPRTR1	$30.69	1.98
6	4ADM-H	9/4/2020	210-02	OPRTR2	$1,461.60	80.00
Total Transactions:	2	$1,492.29	81.98	10.24	2.04	
7	4ADM-H	6/26/2020	210-02	OPRTR1	$159.36	9.67
Total Transactions:	1	$159.36	9.67	1.2	0.24	
8	4ADM-H	7/23/2020	220-02	MECHNC	$573.00	30.00
Total Transactions:	1	$573.00	30	3.75	0.75	
9	4ADM-H	4/17/2020	210-02	OPRTR1	$104.33	6.42
9	4ADM-H	8/7/2020	210-02	OPRTR1	$786.78	46.50
Total Transactions:	2	$891.11	52.92	6.61	1.32	
10	4ADM-H	10/16/2020	220-03	MECHNC	$800.00	40.00
Total Transactions:	1	$800.00	40	5	1	
11	4ADM-H	4/14/2020	210-02	OPRTR2	$129.24	7.18
Total Transactions:	1	$129.24	7.18	0.89	0.17	
12	4ADM-H	7/23/2020	210-02	SCLATT	$560.00	40.00
12	4ADM-H	8/21/2020	210-02	SCLATT	$399.28	28.52

Total Transactions:		2	$959.28	68.52	8.56	1.71	
	13	4ADM-H	4/17/2020	210-03	MRFFMN	$175.00	7.00
Total Transactions:		1	$175.00	7	0.87	0.17	
	14	4ADM-H	4/17/2020	210-02	OPRTR2	$140.05	6.60
Total Transactions:		1	$140.05	6.6	0.82	0.16	
	15	4ADM-H	4/17/2020	210-02	OPRTR1	$108.80	6.80
	15	4ADM-H	7/23/2020	210-02	OPRTR2	$516.20	29.43
Total Transactions:		2	$625.00	36.23	4.52	0.9	
	16	4ADM-H	4/17/2020	210-02	OPRTR1	$68.41	4.33
	16	4ADM-H	9/4/2020	210-02	OPRTR2	$1,095.83	59.98
Total Transactions:		2	$1,164.24	64.31	8.03	1.59	
	17	4ADM-H	4/3/2020	210-02	SCLATT	$67.12	4.52
	17	4ADM-H	4/17/2020	210-02	SCLATT	$406.89	27.40
	17	4ADM-H	5/15/2020	210-02	SCLATT	$47.82	3.22
	17	4ADM-H	5/29/2020	210-02	SCLATT	$204.19	13.75
	17	4ADM-H	6/12/2020	210-02	SCLATT	$139.89	9.42
	17	4ADM-H	6/26/2020	210-02	SCLATT	$297.00	20.00
	17	4ADM-H	10/16/2020	210-02	SCLATT	$460.50	30.00
Total Transactions:		7	$1,623.41	108.31	13.51	2.69	
	18	4ADM-H	4/17/2020	210-02	SCLATT	$535.91	35.68
	18	4ADM-H	5/1/2020	210-02	SCLATT	$147.95	9.85
	18	4ADM-H	5/15/2020	210-02	SCLATT	$71.04	4.73
	18	4ADM-H	5/29/2020	210-02	SCLATT	$39.35	2.62
Total Transactions:		4	$794.25	52.88	6.6	1.3	
	19	4ADM-H	4/17/2020	210-02	OPRTR2	$64.30	3.37
Total Transactions:		1	$64.30	3.37	0.42	0.08	
	20	4ADM-H	4/17/2020	210-02	SCLATT	$688.80	40.00
	20	4ADM-H	5/1/2020	210-02	SCLATT	$218.35	12.68
	20	4ADM-H	5/15/2020	210-02	SCLATT	$195.10	11.33
	20	4ADM-H	5/29/2020	210-02	SCLATT	$184.60	10.72
	20	4ADM-H	9/4/2020	210-02	SCLATT	$260.91	14.32
Total Transactions:		5	$1,547.76	89.05	11.12	2.2	
	21	4ADM-H	10/2/2020	220-03	MECHNC	$630.00	30.00
	21	4ADM-H	10/16/2020	220-03	MECHNC	$1,216.95	57.95
Total Transactions:		2	$1,846.95	87.95	10.99	2.19	
	22	4ADM-H	4/3/2020	210-02	OPSFRN	$559.56	17.73
	22	4ADM-H	7/23/2020	210-02	OPSFRN	$759.02	24.05
Total Transactions:		2	$1,318.58	41.78	5.21	1.04	
	23	4ADM-H	4/17/2020	210-02	OPRTR2	$102.60	5.70
Total Transactions:		1	$102.60	5.7	0.71	0.14	

24	4ADM-S	10/2/2020	260-03	MRFSPR	$293.81	8.00
24	4ADM-S	10/16/2020	260-03	MRFSPR	$587.61	16.00
Total Transactions:	2	$881.42	24	3	0.6	
25	4ADM-H	7/23/2020	210-02	OPRTR3	$315.04	12.88
Total Transactions:	1	$315.04	12.88	1.61	0.32	
26	4ADM-H	4/17/2020	210-02	SCLATT	$357.93	24.77
26	4ADM-H	5/1/2020	210-02	SCLATT	$185.25	12.82
26	4ADM-H	5/15/2020	210-02	SCLATT	$157.22	10.88
26	4ADM-H	5/29/2020	210-02	SCLATT	$81.35	5.63
Total Transactions:	4	$781.75	54.1	6.75	1.34	
27	4ADM-H	5/1/2020	210-02	SCLATT	$32.48	2.32
27	4ADM-H	5/15/2020	210-02	SCLATT	$189.70	13.55
27	4ADM-H	5/29/2020	210-03	SCLATT	$172.62	12.33
27	4ADM-H	6/12/2020	210-03	SCLATT	$584.22	41.73
27	4ADM-H	6/26/2020	210-03	SCLATT	$560.00	40.00
Total Transactions:	5	$1,539.02	109.93	13.73	2.72	
28	4ADM-H	4/17/2020	210-02	SCLATT	$10.08	0.72
28	4ADM-H	5/1/2020	210-02	SCLATT	$171.22	12.23
28	4ADM-H	5/15/2020	210-02	SCLATT	$216.30	15.45
28	4ADM-H	5/29/2020	210-02	SCLATT	$78.40	5.60
Total Transactions:	4	$476.00	34	4.24	0.83	
29	4ADM-H	4/17/2020	210-02	OPRTR2	$99.44	4.82
29	4ADM-H	10/2/2020	210-03	OPRTR2	$1,361.76	62.87
Total Transactions:	2	$1,461.20	67.69	8.45	1.69	
30	4ADM-H	4/17/2020	210-02	OPRTR2	$138.89	5.88
Total Transactions:	1	$138.89	5.88	0.73	0.14	
31	4ADM-H	8/7/2020	210-02	RECTSP	$992.47	51.45
Total Transactions:	1	$992.47	51.45	6.43	1.28	
32	4ADM-H	5/1/2020	260-01	ACTAPR	$372.00	16.00
32	4ADM-H	5/15/2020	260-01	ACTAPR	$170.19	7.32
32	4ADM-H	5/29/2020	260-01	ACTAPR	$186.00	8.00
32	4ADM-H	7/10/2020	260-01	ACTAPR	$372.00	16.00
Total Transactions:	4	$1,100.19	47.32	5.91	1.18	
Total Employees:	32	$24,864.48	1348.82	168.37	33.43	

INTERLOCAL COOPERATION AGREEMENT
BETWEEN SYRACUSE CITY
AND WASATCH INTEGRATED WASTE MANAGEMENT DISTRICT

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 WASATCH INTEGRATED WASTE MANAGEMENT DISTRICT, 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 six-thousand, three-hundred seventy-six dollars and three cents ($6376.03) 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.

a. The District shall ensure that such funds are used to cover expenses that qualify under the CARES Act.
b. The District shall retain all documentation of all uses of the Grant Funds during the term of this Agreement, including invoices and sales receipts. Payroll expenditures must illustrate compliance with the CARES Act.
c. Documentation shall be produced to the City upon request.
d. The District shall cooperate in any investigations or audits into the use of Grant Funds.

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:

Wasatch Integrated Waste Management District
Attn: Nathan Rich
1997 East 3500 North
Layton, UT 84040

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.

For WASATCH INTEGRATED WASTE MANAGEMENT DISTRICT:

_____

Dated: _____

ATTEST:

_____

APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

_____

For SYRACUSE CITY:

_____
Mayor Michael Gailey
Dated: _____

ATTEST:

_____
City Recorder

APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

_____
City Attorney

COUNCIL AGENDA

November 10, 2020

Agenda Item 8

Proposed Transfer of City Property in Connection with UDOT's Proposed West Davis Corridor

Factual Summation

The West Davis Corridor (WDC) alignment will cross over city owned right of ways. Namely, portions of St. Andrews Drive, (1300 S Street), Gleneagles Drive (3050 W Street), 700 S., and Tryall Drive (1350 S.) The total combined acreage is .538 acres. The land is proposed to be deeded to the Bureau of Reclamation, which is listed on the parcel ID as 'United States of America'. The Bureau owns the land where the Layton Canal runs and has been a significant stakeholder in the design of the freeway as the infrastructure carries large volumes of water and is not desireable to have roadways over the pipeline. The transfer of ownership will not discontinue access to the subdivisions or access and ownership of the city utilities within the right of way. The roads and pipeline will be redesigned slightly to continue service under and or around the new freeway. The deeding of the aforementioned right of way will facilitate this redesgined adjustments to the pipeline. The value of the land in question is insignificant because it is encumbered as roads and is not buildable.

Recommendation

Planning Commission reviewed the item in their meeting on 11/3/20 and is forwarding a positive recommendation for approval. This item is required to be approved by resolution.

OWNERSHIP RECORD

Title by: KJB
Date: July 2020
County: Davis
Parcel No.: R199:637B
Type Ownership: Government
Tax ID No.: N/A
Project No.: S-R199(229)
PIN No.: 11268
Recorded Owner: Syracuse City
Address: 1979 West 1900 South, Syracuse, Utah 84075
Property Address: 1300 South 3050 West, Syracuse, Utah 84075

Entry No.	Book	Page	Type Instr.	Date Signed	Date Recorded
1256460	2013	1061	Sub Plat	30 May 1996	18 June 1996

Description:
A portion of St. Andrews Drive, (1300 South Street) and Gleneagles Drive (3050 West Street) dedicated as a public Street in Stone Haven Subdivision, Phase 3, Syracuse Utah.

Calculated area: Incalculable

Grantor: Bruce H. Jones, President of Blackburn Jones Real Estate Inc.

STONE HAVEN SUBDIVISION
PHASE 3

FINAL PLAT

CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	57.00'	14.84'	7.46'	14.80'	S 47°36'51" E	14°55'10"
C2	25.00'	39.63'	25.18'	35.68'	S 45°27'30" E	90°49'09"
C3	25.00'	39.31'	25.00'	35.39'	N 44°46'39" E	90°00'00"
C4	25.00'	39.31'	25.00'	35.39'	N 45°13'21" W	90°00'00"
C5	57.00'	14.84'	7.46'	14.80'	N 47°36'51" W	14°55'10"
C6	57.00'	13.24'	6.65'	13.21'	S 83°35'32" E	13°18'57"
C7	57.00'	13.71'	6.89'	13.68'	S 69°54'34" E	13°46'51"
C8	25.00'	39.31'	25.00'	35.39'	S 45°13'21" E	90°00'00"
C9	25.00'	39.31'	25.00'	35.39'	S 44°46'39" W	90°00'00"
C10	25.00'	15.59'	8.05'	15.34'	S 72°45'19" W	35°43'55"
C11	56.00'	5.47'	2.74'	5.47'	N 85°39'18" W	5°35'41"
C12	56.00'	51.93'	28.01'	50.12'	N 75°45'52" W	53°08'05"
C13	25.00'	15.59'	8.05'	15.34'	N 37°44'36" W	35°43'55"
C14	25.00'	39.27'	25.00'	35.36'	N 44°46'39" E	90°00'00"
C15	25.00'	0.04'	0.02'	0.04'	N 44°46'39" E	0°05'53"

3000 WEST STREET

BASIS OF BEARING: NEITHWEST ALONG SECTION LINE
SECTION LINE - CENTERLINE STREET

SCALE: 1" = 100'

GLENEAGLES DRIVE (NEW LEAF STREET)

LEGEND

LOT DATA

LOT	SQ FEET	ACRES	ADDRESS
26	7,875	0.21	336 SO. GLENEAGLES DRIVE
27	7,875	0.21	344 SO. GLENEAGLES DRIVE
28	7,875	0.21	356 SO. GLENEAGLES DRIVE
29	7,875	0.21	332 SO. GLENEAGLES DRIVE
30	10,500	0.24	314 SO. GLENEAGLES DRIVE OR 3081 E ST. ANDREWS DRIVE
31	10,674	0.22	3411 SO. GLENEAGLES DRIVE OR 3470 E. TRYALL DRIVE
32	10,000	0.23	305 SO. GLENEAGLES DRIVE
33	10,000	0.23	3384 SO. 3000 WEST STREET
34	10,876	0.23	3344 SO. 3000 WEST STREET OR 3409 E. TRYALL DRIVE
35	11,719	0.28	3342 SO. 3000 WEST STREET OR 3484 E. TRYALL DRIVE
36	10,876	0.23	341 SO. GLENEAGLES DRIVE
37	10,291	0.23	333 SO. GLENEAGLES DRIVE
38	14,746	0.33	3371 SO. GLENEAGLES DRIVE
39	29,543	0.66	3046 S ST. ANDREWS DRIVE
40	74,800	0.71	3062 E. ST. ANDREWS DRIVE
41	13,544	0.31	3086 E ST. ANDREWS DRIVE

VICINITY MAP

SURVEYOR'S CERTIFICATE

May 29 1996

No. 172851
DARYL JAY
FENN
REGISTERED LAND SURVEYOR
STATE OF UTAH

BOUNDARY DESCRIPTION

OWNER'S DEDICATION

Blackburn Jones Real Estate Inc.
Bruce K. Jones Pres.

CORPORATE ACKNOWLEDGMENT

12-7-98

STONE HAVEN SUBDIVISION
PHASE 3

J. MICHAEL MOWER
NOTARY PUBLIC
COMMISSION NUMBER 019000
COMMISSION EXPIRES
STRAWBERRY ESTATE
COMM. EXPI. 12-7-97

No. 340509110
DON L. OLSEN
REGISTERED PROFESSIONAL ENGINEER
STATE OF UTAH

PREPARED BY
FORSGREN ASSOCIATES / INC.

PREPARED FOR
BLACKBURN/JONES REAL ESTATE INC.

CITY ATTORNEY

City Attorney

CITY ENGINEER

City Engineer

CITY ACCEPTANCE

Mayor

PLANNING COMMISSION

Chairman

COUNTY RECORDER

Entry No.
Fee
Book
Page
Date
Time
County Recorder

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Bureau of Reclamation
302 East 1860 South
Provo, Utah 84606-7317

Warranty Deed

(CITY)
Davis County

Tax ID No. NA
PIN No. 11268
Project No. S-R199(229)
Parcel No. R199:637B:C

Syracuse City, a municipal corporation of the State of Utah, Grantor, hereby CONVEY AND WARRANT to The United States of America, Grantee, acting pursuant to the provisions of the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, particularly the Reclamation Project Act of 1939, (53 Stat. 1197), for the sum of One ($1.00) Dollar, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in Stone Haven Subdivision Phase 3, according to the official plat thereof, recorded June 18, 1996 as Entry No. 1256460 in Book 2013 at Page 1061 in the office of the Davis County Recorder, situate in the NE1/4 SE1/4 of Section 8, Township 4 North, Range 2 West, Salt Lake Base and Meridian, incident to the construction of SR-67 West Davis Highway, known as Project No. S-R199(229). The boundaries of said parcel of land are described as follows:

Beginning in the westerly boundary line of Lot 37 of said Subdivision at a point 186.04 feet radially distant westerly from the SR-67 right of way control line of said Project, opposite approximate Engineers Station 1769+80.85, which point is 2.86 feet S.00°14'42"W. along said westerly boundary line from the Northwest corner of said Lot 37; and running thence N.24°57'12"W. 116.79 feet to a point 176.41 feet radially distant westerly from the SR-67 right of way control line of said Project, opposite Engineers Station 1770+98.97; thence N.89°47'00"W. 24.94 feet to the southerly boundary line of Lot 39 of said Subdivision at a point of curvature of a non-tangent curve to the left with a radius of

Continued on Page 2

25.00 feet at a point 197.97 feet radially distant westerly from the SR-67 right of way control line of said Project, opposite approximate Engineers Station 1771+11.70; thence along the southerly boundary line of said Lot 39 and the westerly boundary line of Lots 38 and 37 of said Subdivision, the following four (4) courses and distances: (1) easterly along said curve with an arc length of 10.89 feet, chord bears N.77°44'28"E. 10.80 feet to a point of curvature of a reverse curve to the right with a radius of 50.00 feet; (2) thence southeasterly along said curve with an arc length of 122.11 feet, chord bears S.44°46'09"E. 93.95 feet to a point of curvature of a reverse curve to the left with a radius of 25.00 feet; (3) thence southerly along said curve with an arc length of 10.89 feet, chord bears S.12°43'14"W. 10.80 feet; (4) thence S.00°14'42"W. 31.03 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land contains 2,989 square feet in area or 0.069 acre.

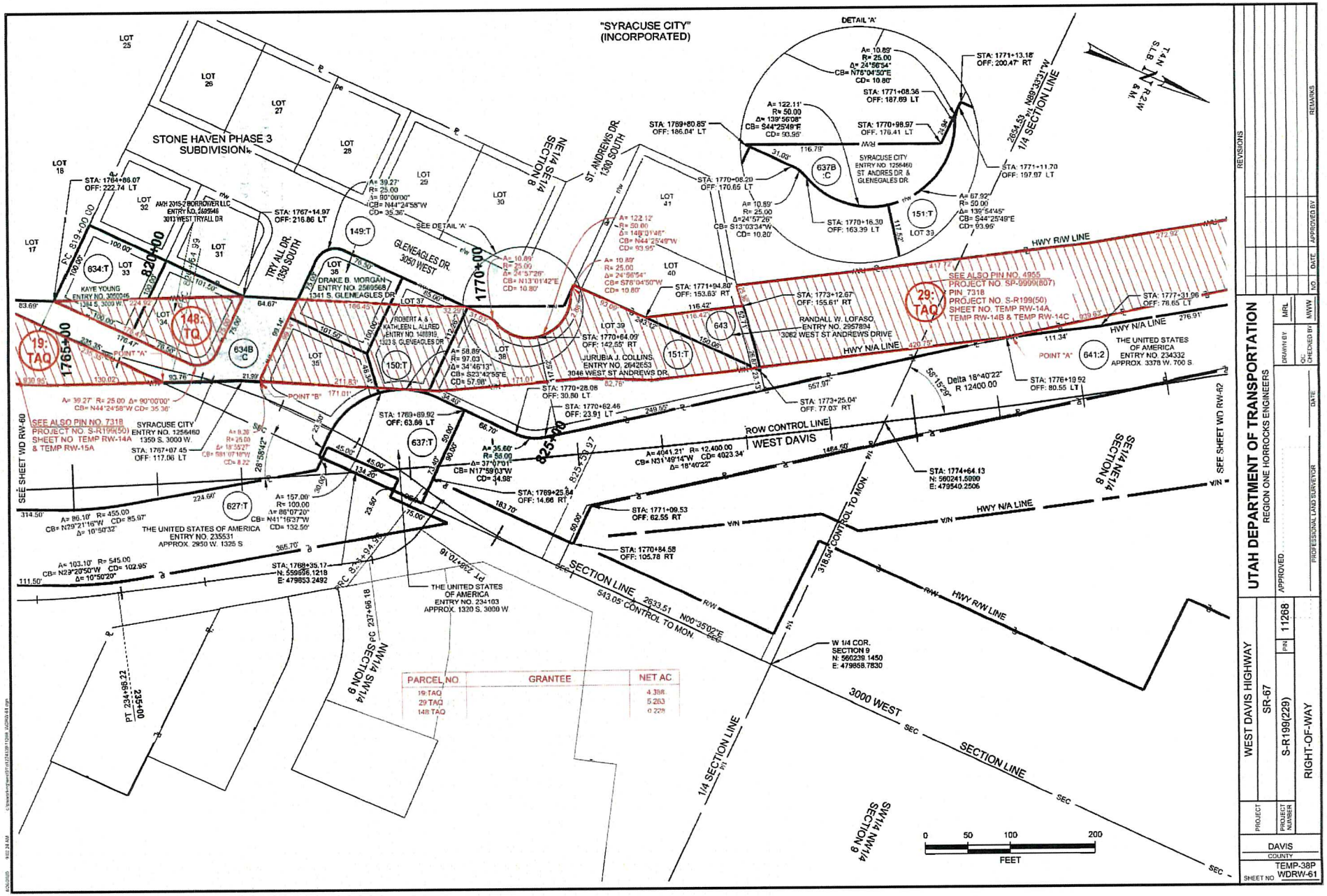
(Note: Rotate above bearings 00°20'20" clockwise to equal Highway bearings)

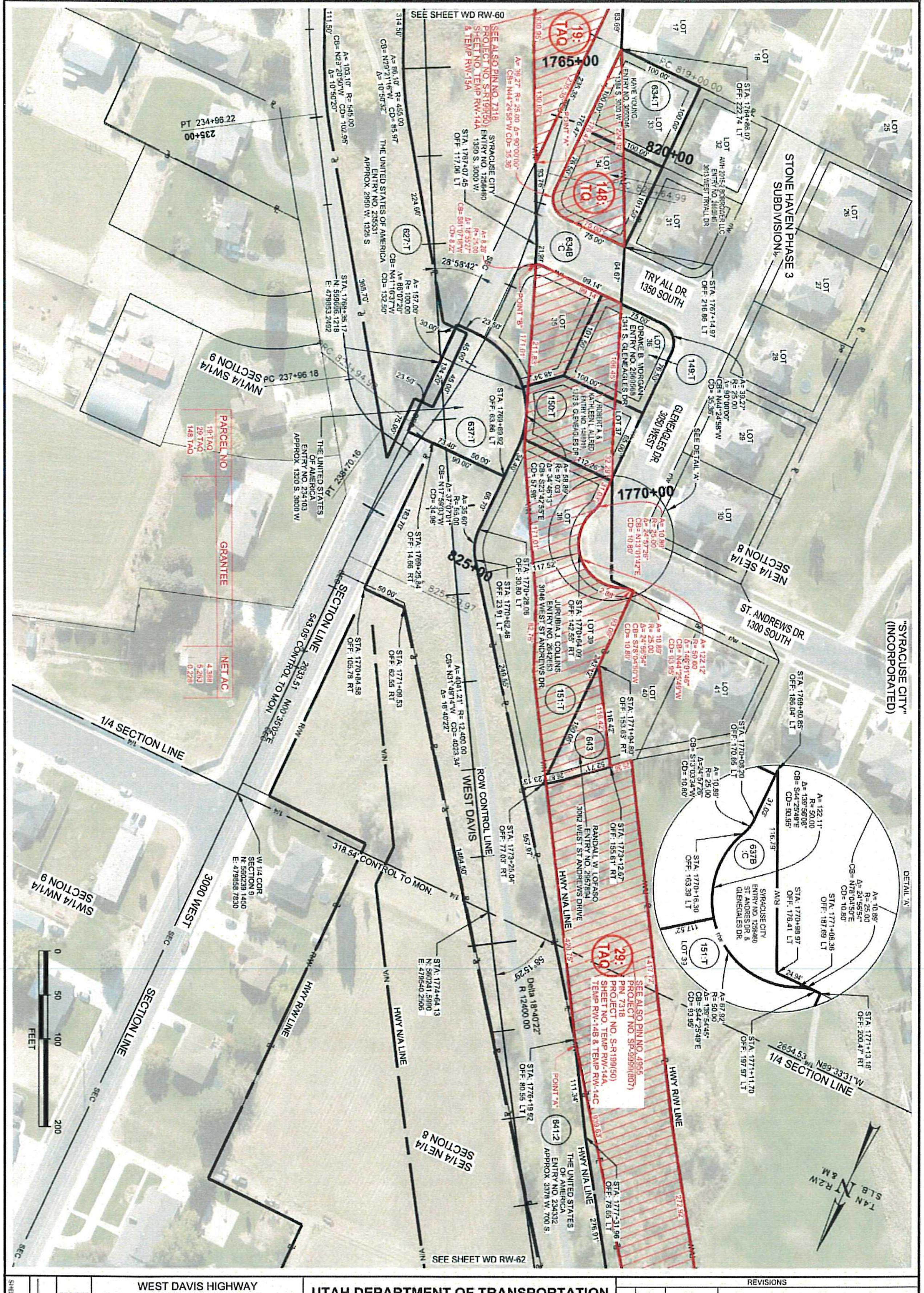
This Warranty Deed is being executed to fulfill terms and conditions set forth in a certain Contract for Land Exchange and Relocation of Facility, Contract No. _____.

The Grantors hereby acknowledge that they have been fully informed of their rights under the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (84 Stat. 1904, 101 Stat. 255, 42 U.S.C. § 4651) to receive just compensation for the land herein deeded. Grantors hereby release Grantee, its successors and assigns, of all obligations to have an appraisal prepared to determine the amount of just compensation for land herein deeded, and hereby waive their right to receive monetary compensation.

Based on Reclamation's process knowledge of what occurred on the land described above, there is no hazardous substance, used, stored, released or otherwise present, and therefore there are no recognizable environmental conditions present.

Continued on Page 3


"SYRACUSE CITY"
(INCORPORATED)
STONE HAVEN PHASE 3
SUBDIVISION
DETAIL 'A'
SYRACUSE CITY
ENTRY NO. 1256460
ST ANDRES DR &
GLENEAGLES DR
637B
:C
151:T
LOT 33
LOT 41
LOT 40
LOT 39
LOT 38
LOT 37
LOT 36
LOT 35
LOT 34
LOT 33
LOT 32
LOT 31
LOT 30
LOT 29
LOT 28
LOT 27
LOT 26
LOT 25
LOT 18
LOT 17
ST. ANDREWS DR.
1300 SOUTH
GLENEAGLES DR.
3050 WEST
TRY ALL DR.
1350 SOUTH
149:T
150:T
151:T
634:T
634B
:C
148:
TQ
19:
TAQ
29:
TAQ
637:T
627:T
641:2
643
DRAKE B. MORGAN
ENTRY NO. 2569568
1341 S. GLENEAGLES DR
ROBERT A. &
KATHLEEN L. ALLRED
ENTRY NO. 1428918
1323 S. GLENEAGLES DR
JURUBIA J. COLLINS
ENTRY NO. 2642653
3046 WEST ST ANDREWS DR.
RANDALL W. LOFASO
ENTRY NO. 2957894
3062 WEST ST ANDREWS DRIVE
KAYE YOUNG
ENTRY NO. 3052045
1344 S. 3000 W.
AKH 2015-2 BORROWER LLC
ENTRY NO. 2605946
3013 WEST TRYALL DR
SYRACUSE CITY
ENTRY NO. 1256460
1359 S. 3000 W.
THE UNITED STATES OF AMERICA
ENTRY NO. 235531
APPROX. 2950 W. 1325 S
THE UNITED STATES
OF AMERICA
ENTRY NO. 234103
APPROX. 1320 S. 3000 W.
THE UNITED STATES OF AMERICA
ENTRY NO. 234332
APPROX. 3378 W. 700 S
SEE ALSO PIN NO. 4955
PROJECT NO. SP-9999(807)
PIN 7318
PROJECT NO. S-R199(50)
SHEET NO. TEMP RW-14A,
TEMP RW-14B & TEMP RW-14C
SEE ALSO PIN NO. 7318
PROJECT NO. S-R199(50)
SHEET NO. TEMP RW-14A
& TEMP RW-15A
SEE SHEET WD RW-60
SEE SHEET WD RW-62
HWY R/W LINE
HWY N/A LINE
ROW CONTROL LINE
WEST DAVIS
1765+00
1770+00
1820+00
1825+00
POINT "A"
POINT "B"
STA: 1764+86.07
OFF: 222.74 LT
STA: 1767+14.97
OFF: 216.86 LT
STA: 1767+07.45
OFF: 117.06 LT
STA: 1768+35.17
N: 559656.1218
E: 479853.2492
STA: 1769+80.85
OFF: 186.04' LT
STA: 1770+08.20
OFF: 170.65 LT
STA: 1770+16.30
OFF: 163.39 LT
STA: 1771+08.36
OFF: 187.69 LT
STA: 1771+13.18
OFF: 200.47' RT
STA: 1770+98.97
OFF: 176.41 LT
STA: 1771+11.70
OFF: 197.97 LT
STA: 1771+94.80
OFF: 153.83' RT
STA: 1773+12.67
OFF: 155.61' RT
STA: 1773+25.04
OFF: 77.03' RT
STA: 1777+31.96
OFF: 78.65' LT
STA: 1776+19.92
OFF: 80.55 LT
STA: 1774+64.13
N: 560241.5090
E: 479540.2506
STA: 1770+64.09
OFF: 142.55' RT
STA: 1770+28.06
OFF: 30.80 LT
STA: 1770+62.46
OFF: 23.91 LT
STA: 1769+69.92
OFF: 63.88 LT
STA: 1769+25.84
OFF: 14.66 RT
STA: 1771+09.53
OFF: 62.55 RT
STA: 1770+84.58
OFF: 105.78 RT
W 1/4 COR.
SECTION 9
N: 560239.1450
E: 479858.7830
PT 234+96.22
235+00
PC 819+00.00
SECTION LINE
2633.51 N00°35'02"E
543.05' CONTROL TO MON.
318.54' CONTROL TO MON.
1/4 SECTION LINE
2634.53 N89°33'31"W
NE1/4 SECTION 8
SW1/4 SECTION 9
NW1/4 SW1/4
SE1/4 NE1/4
3000 WEST
SEC
SECTION LINE
R/W
W/N
Delta 18°40'22"
R 12400.00
A= 4041.21' R= 12,400.00
CB= N31°46'14"W CD= 4023.34'
Δ= 18°40'22"
A= 35.60'
R= 56.00
Δ= 37°07'01"
CB= N17°59'03"W
CD= 34.98'
A= 157.00'
R= 100.00
Δ= 86°07'20"
CB= N41°16'37"W
CD= 132.50'
A= 86.10' R= 455.00
CB= N29°21'16"W CD= 85.97'
Δ= 10°50'32"
A= 103.10' R= 545.00
CB= N23°20'50"W CD= 102.95'
Δ= 10°50'20"
A= 39.27' R= 25.00 Δ= 90°00'00"
CB= N44°24'58"W CD= 35.36'
A= 10.89' R= 25.00 Δ= 24°56'54"
CB= N76°04'50"E CD= 10.80'
A= 122.11' R= 50.00 Δ= 139°56'08"
CB= S44°25'48"E CD= 93.95'
A= 87.92' R= 50.00 Δ= 139°54'45"
CB= S44°25'48"E CD= 93.95'
A= 58.85' R= 97.03 Δ= 34°46'13"
CB= S23°42'55"E CD= 57.96'
A= 8.28' R= 25.00 Δ= 18°58'27"
CB= S81°07'16"W CD= 8.22'
PARCEL NO
GRANTEE
NET AC
19:TAQ 4.388
29:TAQ 5.263
148:TAQ 0.229
0
50
100
200
FEET
REVISIONS
NO
DATE
APPROVED BY
REMARKS
UTAH DEPARTMENT OF TRANSPORTATION
REGION ONE HORROCKS ENGINEERS
APPROVED
DRAWN BY MRL
CHECKED BY MWW
QC
DATE
PROFESSIONAL LAND SURVEYOR
PROJECT WEST DAVIS HIGHWAY
SR-67
PROJECT NUMBER S-R199(229)
PIN 11268
RIGHT-OF-WAY
COUNTY DAVIS
SHEET NO TEMP-38P
WDRW-61



PARCEL NO	GRANTEE	NET AC
19:TAQ		4.388
29:TAQ		5.263
148:TAQ		0.228

PROJECT	WEST DAVIS HIGHWAY		
	SR-67		
PROJECT NUMBER	S-R199(229)	PIN	11268
	RIGHT-OF-WAY		

UTAH DEPARTMENT OF TRANSPORTATION

REGION ONE HORROCKS ENGINEERS

APPROVED

PROFESSIONAL LAND SURVEYOR DATE

DRAWN BY MRL

QC CHECKED BY MWW

REVISIONS			
NO	DATE	APPROVED BY	REMARKS

DAVIS COUNTY

SHEET NO TEMP-39P WDRW-61

OWNERSHIP RECORD

Title by: ANP
Date: August 2020
County: Davis
Parcel No.: R199:682B
Type Ownership: Government
Tax ID No.: N/A
Project No.: S-R199(229)
PIN No.: 11268
Recorded Owner: Syracuse City
Address: 1979 West 1900 South, Syracuse, Utah 84075
Property Address: Approx. 3300 West 700 South, Syracuse, Utah 84075

Entry No.	Book	Page	Type Instr.	Date Signed	Date Recorded
NA	NA	NA	NA	NA	NA

Description:
A portion of existing 700 South Street, Syracuse, Utah, situate in the NW1/4 NE1/4 of Section 8 and the SW1/4 SE1/4 of Section 5, Township 4 North, Range 2 West, Salt Lake Base and Meridian.

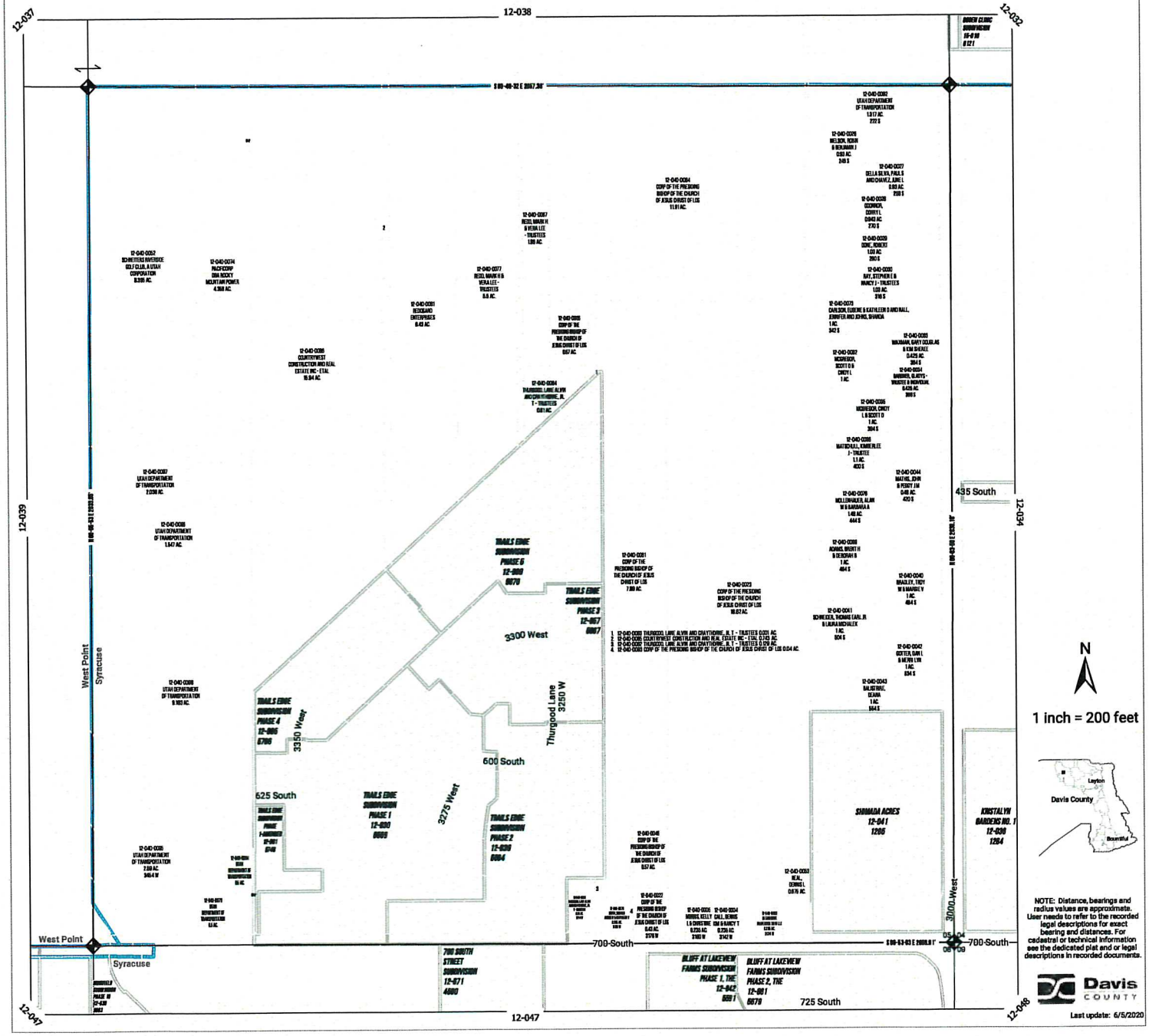
Calculated area: Incalculable

SE Quarter
Section 05
4N 2W
SLB&M

Tax ID Prefix

12 - 040

Sheet 1 of 1



NOTE: Distance, bearings and radius values are approximate. User needs to refer to the recorded legal descriptions for exact bearing and distances. For cadastral or technical information see the dedicated plat and or legal descriptions in recorded documents.

Davis COUNTY

Last update: 6/5/2020

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Bureau of Reclamation
302 East 1860 South
Provo, Utah 84606-7317

Warranty Deed

(CITY)
Davis County

Tax ID No. NA
PIN No. 11268
Project No. S-R199(229)
Parcel No. R199:682B:C

Syracuse City, a municipal corporation of the State of Utah, Grantor, hereby CONVEY AND WARRANT to The United States of America, Grantee, acting pursuant to the provisions of the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, particularly the Reclamation Project Act of 1939, (53 Stat. 1197), for the sum of One ($1.00) Dollar, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the existing 700 South Street, Syracuse, Utah, situate in the NW1/4 NE1/4 of Section 8 and SW1/4 NE1/4 of Section 5, Township 4 North, Range 2 West, Salt Lake Base and Meridian, incident to the construction of SR-67 West Davis Highway, known as Project No. S-R199(229). The boundaries of said parcel of land are described as follows:

Beginning in the North line of said Section 8 at a point 7.76 feet perpendicularly distant northerly from the 700 South Street right of way control line of said Project, opposite Engineers Station 905+69.67, which point is 393.63 feet S.89°32'42"E. along the Section line from the North Quarter corner of said Section 8; and running thence S.89°32'42"E. 103.65 feet along said Section line; thence N.00°31'05"E. 32.85 feet (Record 33.00 feet) to the existing northerly right of way line of said existing 700 South Street at a point 25.19 feet perpendicularly distant northerly from the 700 South Street right of way control line of said Project, opposite approximate Engineers Station 906+73.22; thence S.56°20'03"E. 120.23 feet to the existing southerly right of way line of said 700 South Street at a point 40.76 feet perpendicularly distant southerly from the

Continued on Page 2

PIN No. 11268
Project No. S-R199(229)
Parcel No. R199:682B:C

700 South Street right of way control line of said Project, opposite Engineers Station 907+73.95; thence N.89°32'42"W. 175.92 feet along said southerly right of way line to a point 40.76 feet perpendicularly distant southerly from the 700 South Street right of way control line of said Project, opposite Engineers Station 905+98.03; thence N.40°13'14"W. 43.51 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described tract of land contains 6,266 square feet in area or 0.144 acre.

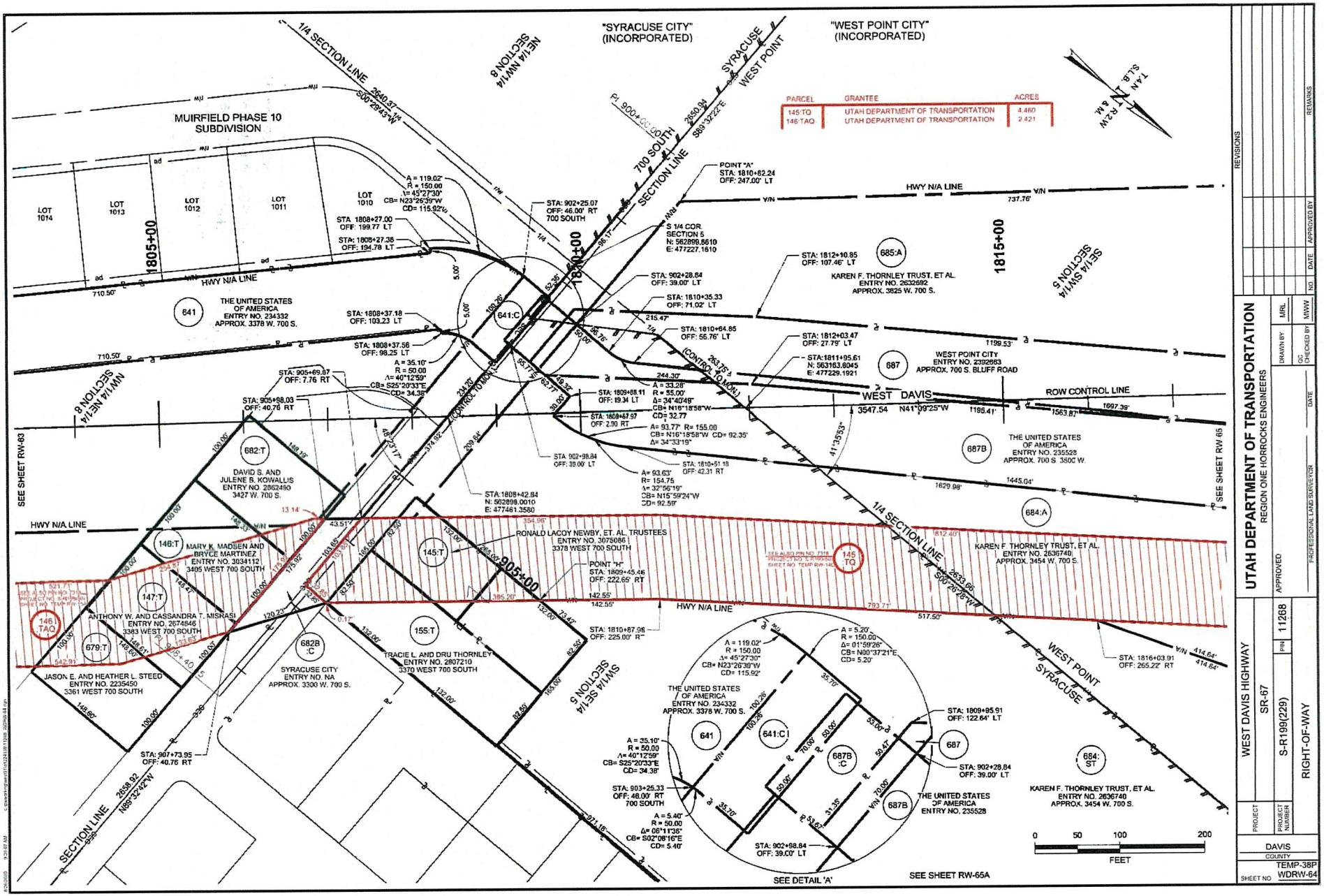
(Note: Above bearings equal Highway bearings unless otherwise noted)

This Warranty Deed is being executed to fulfill terms and conditions set forth in a certain Contract for Land Exchange and Relocation of Facility, Contract No. _____.

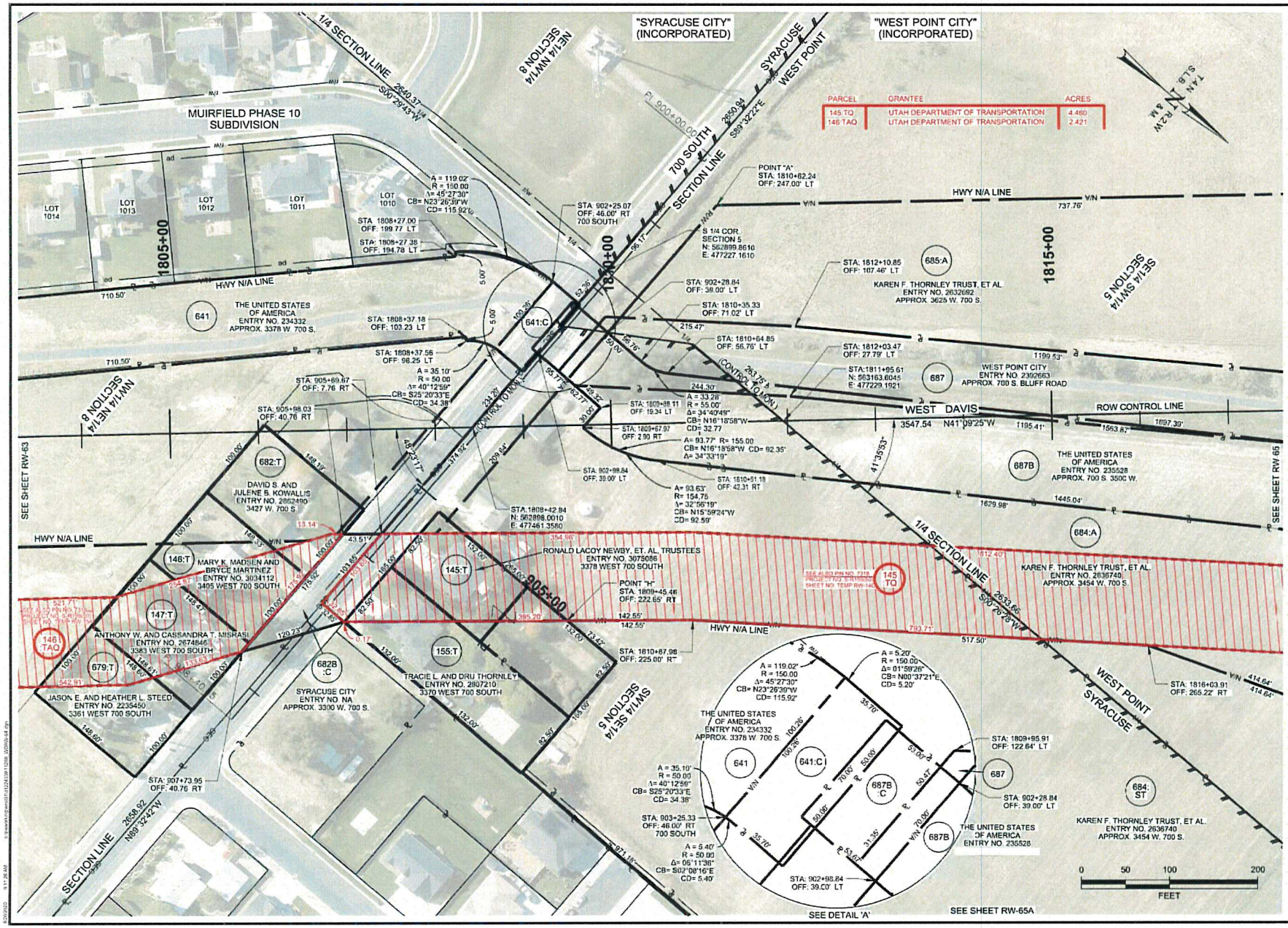
The Grantors hereby acknowledge that they have been fully informed of their rights under the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (84 Stat. 1904, 101 Stat. 255, 42 U.S.C. § 4651) to receive just compensation for the land herein deeded. Grantors hereby release Grantee, its successors and assigns, of all obligations to have an appraisal prepared to determine the amount of just compensation for land herein deeded, and hereby waive their right to receive monetary compensation.

Based on Reclamation's process knowledge of what occurred on the land described above, there is no hazardous substance, used, stored, released or otherwise present, and therefore there are no recognizable environmental conditions present.

Continued on Page 3



PARCEL	GRANTEE	ACRES
145:TO	UTAH DEPARTMENT OF TRANSPORTATION	4.460
146:TAQ	UTAH DEPARTMENT OF TRANSPORTATION	2.421



REVISIONS

NO.	DATE	APPROVED BY	REMARKS

UTAH DEPARTMENT OF TRANSPORTATION
REGION ONE HORROCKS ENGINEERS

DRAWN BY: MRL
QC CHECKED BY: MWW
APPROVED
PROFESSIONAL LAND SURVEYOR
DATE

PROJECT: WEST DAVIS HIGHWAY
SR-67
PROJECT NUMBER: S-R199(229) PIN 11268
RIGHT-OF-WAY

DAVIS COUNTY
SHEET NO. TEMP-38P WDRW-64

OWNERSHIP RECORD

Title by: KJB
Date: July 2020
County: Davis
Parcel No.: R199:634B
Type Ownership: Government
Tax ID No.: N/A
Project No.: S-R199(229)
PIN No.: 11268
Recorded Owner: Syracuse City
Address: 1979 West 1900 South, Syracuse, Utah 84075
Property Address: 1350 South 3000 West, Syracuse, Utah 84075

Entry No.	Book	Page	Type Instr.	Date Signed	Date Recorded
1256460	2013	1061	Sub Plat	30 May 1996	18 June 1996

Description:
A portion of Tryall Drive, (1350 South Street) dedicated as a public Street in Stone Haven Subdivision, Phase 3, Syracuse Utah.

Calculated area: Incalculable

Grantor: Bruce H. Jones, President of Blackburn Jones Real Estate Inc.

ALSO:

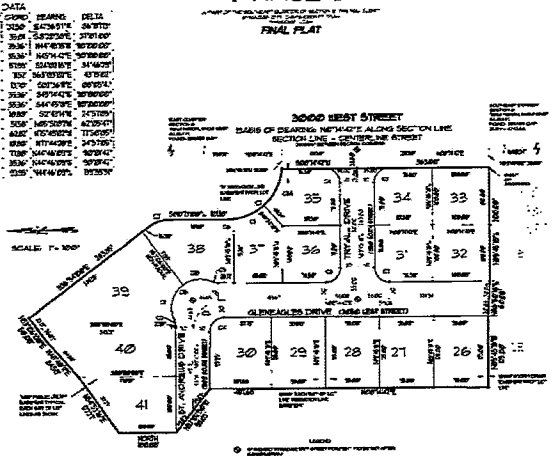
A portion of existing Syracuse City 3000 West Street

STONE HAVEN SUBDIVISION
PHASE 3

FINAL PLAT

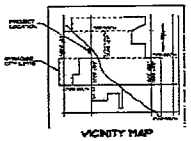
CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	11.00'	17.28'	11.00'	15.56'	S47°30'51"E	90°00'00"
C2	25.00'	39.27'	25.00'	35.36'	S42°29'09"W	90°00'00"
C3	25.00'	39.27'	25.00'	35.36'	N47°30'51"W	90°00'00"
C4	25.00'	39.27'	25.00'	35.36'	N42°29'09"E	90°00'00"
C5	175.00'	96.06'	49.39'	94.87'	S31°30'51"E	31°27'00"
C6	175.00'	13.74'	6.87'	13.73'	S36°13'21"E	4°29'52"
C7	175.00'	82.32'	42.00'	81.56'	S49°27'47"E	26°57'08"
C8	25.00'	39.27'	25.00'	35.36'	S44°29'09"W	90°00'00"
C9	25.00'	39.27'	25.00'	35.36'	N45°30'51"W	90°00'00"
C10	25.00'	39.27'	25.00'	35.36'	N44°29'09"E	90°00'00"
C11	175.00'	96.06'	49.39'	94.87'	S31°30'51"E	31°27'00"
C12	175.00'	13.74'	6.87'	13.73'	S36°13'21"E	4°29'52"
C13	175.00'	82.32'	42.00'	81.56'	S49°27'47"E	26°57'08"
C14	25.00'	39.27'	25.00'	35.36'	S44°29'09"W	90°00'00"
C15	25.00'	39.27'	25.00'	35.36'	N45°30'51"W	90°00'00"
C16	25.00'	39.27'	25.00'	35.36'	N44°29'09"E	90°00'00"
C17	56.00'	87.96'	56.00'	79.20'	N45°30'51"W	90°00'00"
C18	56.00'	87.96'	56.00'	79.20'	N44°29'09"E	90°00'00"
C19	56.00'	87.96'	56.00'	79.20'	S45°30'51"E	90°00'00"
C20	56.00'	87.96'	56.00'	79.20'	S44°29'09"W	90°00'00"



LOT DATA

LOT	SQ FEET	ACRES	ADDRESS
26	7,875	0.27	386 SO. GLENEAGLES DRIVE
27	7,875	0.27	368 SO. GLENEAGLES DRIVE
28	7,875	0.27	356 SO. GLENEAGLES DRIVE
29	7,875	0.27	332 SO. GLENEAGLES DRIVE
30	10,334	0.24	324 SO. GLENEAGLES DRIVE OR 3067 E ST. ANDREWS DRIVE
31	16,674	0.39	3061 SO. GLENEAGLES DRIVE OR 3031 E TRYALL DRIVE
32	10,000	0.23	339 SO. GLENEAGLES DRIVE
33	10,000	0.23	3284 SO. 3000 WEST STREET
34	12,476	0.29	3366 SO. 3000 WEST STREET OR 3031 E TRYALL DRIVE
35	11,715	0.27	3347 SO. 3000 WEST STREET OR 3054 E. TRYALL DRIVE
36	16,479	0.38	3341 SO. GLENEAGLES DRIVE
37	10,281	0.23	3323 SO. GLENEAGLES DRIVE
38	14,744	0.33	3307 SO. GLENEAGLES DRIVE
39	23,641	0.54	3046 E ST. ANDREWS DRIVE
40	14,680	0.33	3042 E. ST. ANDREWS DRIVE
41	13,544	0.31	3082 E ST. ANDREWS DRIVE



VICINITY MAP

SURVEYOR'S CERTIFICATE

May 19 1998

No. 172851
DARRYL JAY FENN
STATE OF UTAH

BOUNDARY DESCRIPTION

OWNER'S DEDICATION

Blackburn Jones Real Estate Inc.
Bruce R. Jones Pres.

CORPORATE ACKNOWLEDGEMENT

STONE HAVEN SUBDIVISION
PHASE 3

No. 4405091110
DONI OLSEN
STATE OF UTAH

PREPARED BY: FORSGREN ASSOCIATES / INC.

PREPARED FOR: BLACKBURN/JONES REAL ESTATE INC.

CITY ATTORNEY

City Attorney

CITY ENGINEER

City Engineer

CITY ACCEPTANCE

Mayor

Recorder

PLANNING COMMISSION

Secretary

COUNTY RECORDER

County Recorder

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Bureau of Reclamation
302 East 1860 South
Provo, Utah 84606-7317

Warranty Deed

(CITY)
Davis County

Tax ID No. NA
PIN No. 11268
Project No. S-R199(229)
Parcel No. R199:634B:C

Syracuse City, a municipal corporation of the State of Utah, Grantor, hereby CONVEY AND WARRANT to The United States of America, Grantee, acting pursuant to the provisions of the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, particularly the Reclamation Project Act of 1939, (53 Stat. 1197), for the sum of One ($1.00) Dollar, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in Stone Haven Subdivision Phase 3, according to the official plat thereof, recorded June 18, 1996 as Entry No. 1256460 in Book 2013 at Page 1061 in the office of the Davis County Recorder and the existing 3000 West Street, Syracuse, Utah, situate in the NE1/4 SE1/4 of Section 8, Township 4 North, Range 2 West, Salt Lake Base and Meridian, incident to the construction of SR-67 West Davis Highway, known as Project No. S-R199(229). The boundaries of said parcel of land are described as follows:

Beginning at the Southeast corner of Lot 33 of said Subdivision; and running thence N.00°14'42"E. 176.47 feet (Record 176.50 feet) along the easterly boundary line of said Subdivision to the northerly boundary line of Lot 34 of said Subdivision at a point of curvature of a curve to the left with a radius of 25.00 feet; thence along said northerly boundary line the following two (2) courses and distances: (1) northwesterly along said curve with an arc length of 39.27 feet, chord bears N.44°45'18"W. 35.36 feet; (2) thence N.89°45'18"W. 75.00 feet to the Northwest corner of said Lot 34 at a point 216.86 feet radially distant westerly from the SR-67 right of way control line, opposite approximate

Continued on Page 2

Engineers Station 1767+14.97; thence N.21°40'05"W. 64.67 feet to a point in the southerly boundary line of Lot 36 of said Subdivision at a point 209.36 feet radially distant westerly from the SR-67 right of way control line, opposite approximate Engineers Station 1767+80.33, said point being 24.14 feet N.89°45'18"W. from the Southeast corner of said Lot 36; thence along the southerly boundary lines of Lots 36 and 35 of said subdivision, the following two (2) courses and distances: (1) S.89°45'18"E. 99.14 feet to a point of curvature of a curve to the left with a radius of 25.00 feet; (2) thence easterly along said curve with an arc length of 8.26 feet, chord bears N.80°46'56"E. 8.22 feet to a point 114.56 feet radially distant westerly from the SR-67 right of way control line, opposite approximate Engineers Station 1767+29.51; thence S.21°40'05"E. 21.99 feet to a point 117.06 feet radially distant westerly from the SR-67 right of way control line, opposite Engineers Station 1767+07.45; thence S.26°09'11"E. 93.76 feet to the East line of said Section 8 at a point 119.96 feet radially distant westerly from the SR-67 right of way control line, opposite approximate Engineers Station 1766+12.83, said point being 794.73 feet S.00°14'42"W. from the East Quarter corner of said Section 8; thence S.00°14'42"W. 235.35 feet along said Section line to a point 228.50 feet radially distant westerly from the SR-67 right of way control line, opposite approximate Engineers Station 1764+01.03; thence N.22°58'38"W. 83.69 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land contains 14,143 square feet in area or 0.325 acre.

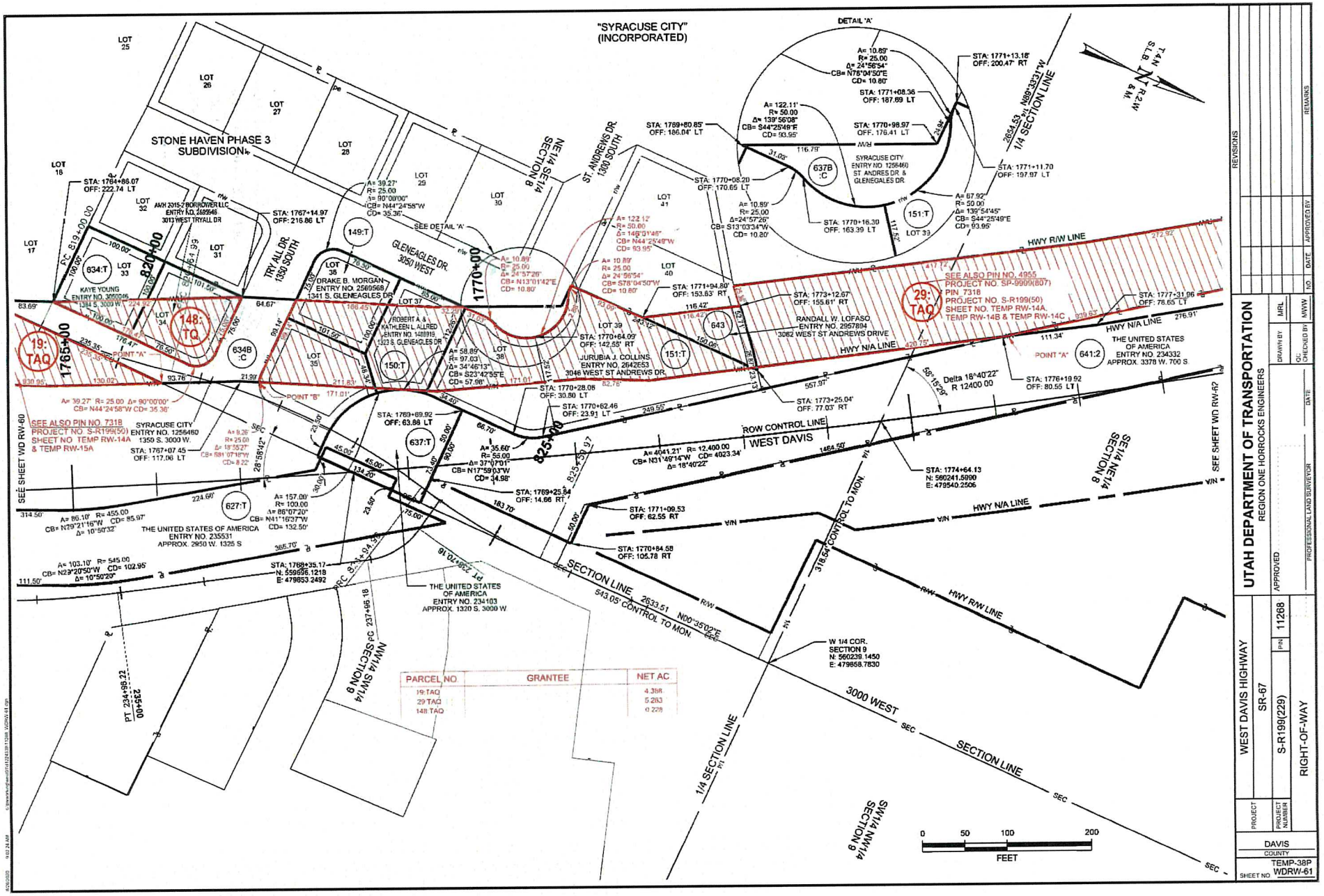
(Note: Rotate above bearings 00°20'20" clockwise to equal Highway bearings)

This Warranty Deed is being executed to fulfill terms and conditions set forth in a certain Contract for Land Exchange and Relocation of Facility, Contract No. _____.

The Grantors hereby acknowledge that they have been fully informed of their rights under the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (84 Stat. 1904, 101 Stat. 255, 42 U.S.C. § 4651) to receive just compensation for the land herein deeded. Grantors hereby release Grantee, its successors and assigns, of all obligations to have an appraisal prepared to determine the amount of just compensation for land herein deeded, and hereby waive their right to receive monetary compensation.

Based on Reclamation's process knowledge of what occurred on the land described above, there is no hazardous substance, used, stored, released or otherwise present, and therefore there are no recognizable environmental conditions present.

Continued on Page 3



REVISIONS

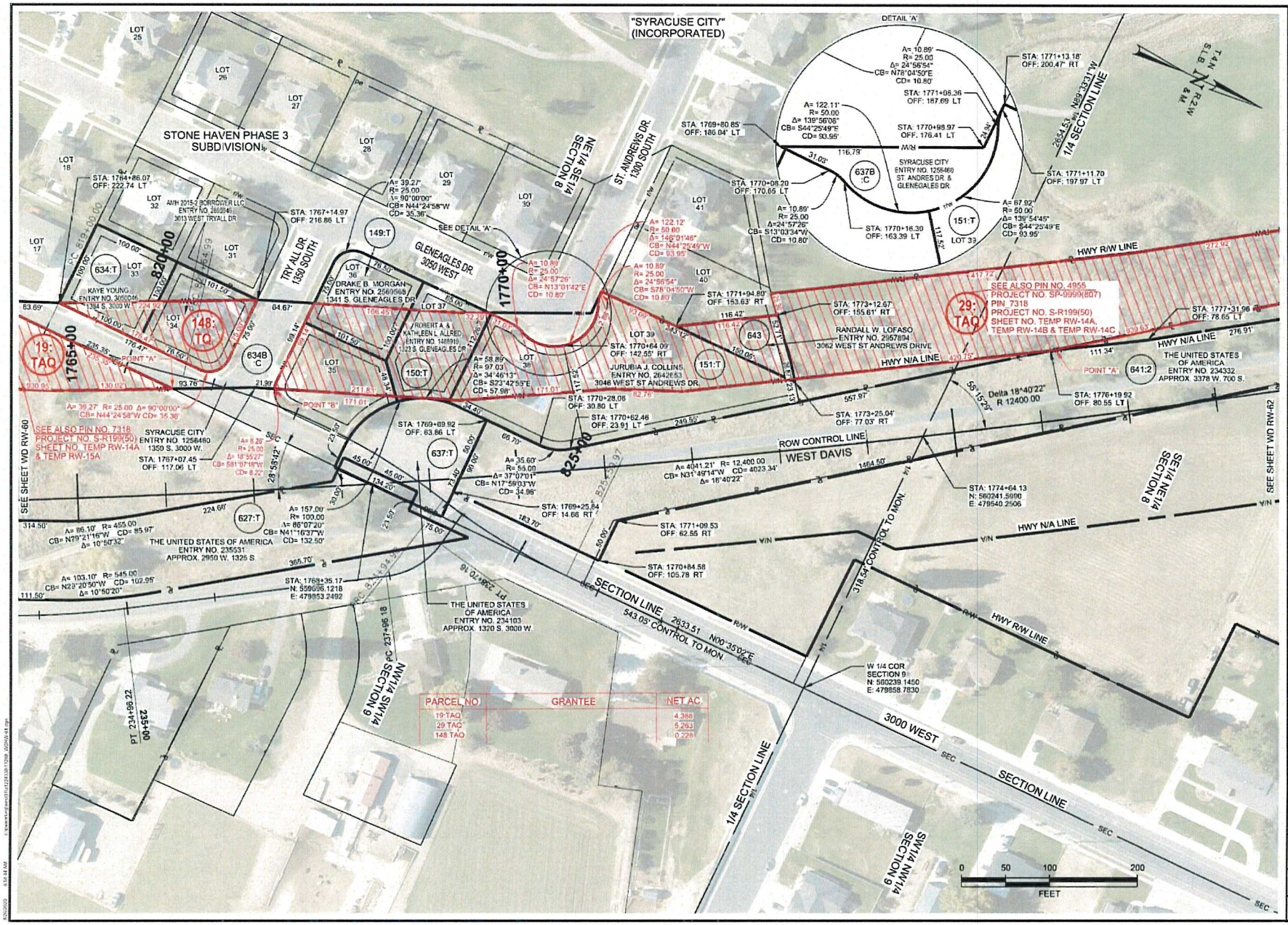
NO.	DATE	APPROVED BY	REMARKS

UTAH DEPARTMENT OF TRANSPORTATION
REGION ONE HORROCKS ENGINEERS

DRAWN BY MRL
CHECKED BY MWW
QC
APPROVED
PROFESSIONAL LAND SURVEYOR
DATE

PROJECT: WEST DAVIS HIGHWAY
SR-67
PROJECT NUMBER: S-R199(229)
PIN 11268
RIGHT-OF-WAY

COUNTY: DAVIS
SHEET NO. TEMP-38P WDRW-61



REVISIONS				
NO.	DATE	APPROVED BY		REMARKS

UTAH DEPARTMENT OF TRANSPORTATION
REGION ONE HORROCKS ENGINEERS

APPROVED
PROFESSIONAL LAND SURVEYOR — DATE

DRAWN BY: MRL
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CHECKED BY:

PROJECT	WEST DAVIS HIGHWAY
	SR-67
PROJECT NUMBER	S-R199(229) PIN 11268
	RIGHT-OF-WAY
COUNTY	DAVIS
SHEET NO.	TEMP-38P WDRW-61

SYRACUSE CITY
SURPLUS PROPERTY POLICY

Purpose

1. Establish operational procedures for the sale, disposition, or transfer of the City's personal property that has been designated as surplus.

2. Ensure that the sale of surplus personal property generally is conducted in an open and competitive environment.

General Policy

1. All City personal property deemed surplus, obsolete, expired or unusable shall be disposed of according to the provisions set forth in this City-wide policy regardless of its physical condition.

2. Any item with an original purchase price of $100 or less is considered disposable and may be disposed of as refuse when its usable life is over.

3. Any personal property with an original purchase price over $100 but with a current estimated market value up to $1,000 may be surplused upon written authorization of the Department Head. The method of surplus must follow the prioritized methods outlined in the Surplus Method Section. The Department head must ensure proper documentation supporting the establishment of the estimated value is submitted to the City Recorder to maintain on file according to the appropriate record retention schedule.

4. Any personal property with an estimated market value between $1,000 and $5,000 may be surplused only with authorization by the City Manager, and shall be disposed of using the prioritized methods outlined in the Surplus Method Section. The City Manager must ensure proper documentation supporting the establishment of the estimated value is submitted to the City Recorder to maintain on file according to the appropriate record retention schedule.

5. Any personal property with an estimated market value over $5,000 may be surplused only with authorization by the City Council and shall be disposed of using the prioritized methods outlined in the Surplus Method Section. The City Recorder shall maintain the associated

documentation according to the appropriate record retention schedule.

6 At least twice per year, the City Recorder will submit a report to the City Council listing all surplused property under paragraphs 3 and 4 above.

Exceptions to General Policy

1. Hazardous materials such as insecticides, solvents, medical wastes, paints, combustibles, or any other toxic or hazardous items shall not be disposed of through the surplus program. City departments shall dispose of such materials consistent with law.

2. Equipment where a reseller or the original seller of the personal property will repurchase or offer credit for turning in old or out-dated equipment is allowed if it is in the best interest of the City.

3. In cases where federal, state, or other government agency funds are being used where the agency's purchasing laws or procedures govern the process for disposing of surplus property, the City shall follow the applicable agency law or procedures in lieu of the procedures set forth in this policy.

4. Equipment that is damaged in a way that it could reasonably cause harm to a person or damage property if used, may be disposed of by discarding to an authorized and licensed commercial refuse hauler, recycler, or scrap dealer. Prior to disposal of property in this method, written documentation of the proposed disposal method must be provided to and approved by the City Manager.

5. Equipment or personal property of substantial value that is found by employees, and which was not previously owned by the City, will be disposed of after consulting with the Police Department in order to ensure found property is not disposed of unlawfully. Property seized by the Police Department is governed by and shall be disposed of in accordance with Utah law.

6. In an effort to maximize staff productivity, and to maximize value on behalf of the City and its citizens, motor vehicles will either be offered to a commercial auctioneer service, or traded in to a dealer/manufacturer. If a motor vehicle is of a specialized nature, and therefore does not appeal to a broad market, the vehicle may be traded in, or advertised in a specialized publication/website in order to reach the market for such vehicles.

7. The City may, upon approval of the City Council for items with an estimated market value over $5,000, give surplus property to a charitable organization, school district, or other governmental entity.

Special Policy for Surplus of Technology Equipment

1. All technology equipment being considered for surplus must be authorized by the Administrative Services Director.

2. To the extent it is practical, all technology products shall have all information, programs, software or any other information deemed appropriate by the Administrative Services Director removed prior to disposition.

3. The Administrative Services Director may authorize technology products to be returned to the seller of the personal property for credit or proper disposal, if in the best interest of the City.

4. Technology products that typically have shorter useful life cycles (approximately 5 years or less) due to rapidly changing technological advancements or because the product wears out due to normal daily use, may be given to the City employee to which it was assigned once the product reaches its expected end of useful life. The Administrative Services Director will provide a list of the products that qualify for such disposal method to the City Council for approval.

5. In some situations, such as employee termination, technology products with shorter life cycles may be sold to the departing employee. In such cases, the price will be prorated based on the age of the product and its expected life cycle.

Special Policy for Surplus or Sale of Real Estate

1. Pursuant to Utah Code § 10-8-2(4), real estate is divided into two categories: significant parcels and insignificant parcels. Any real estate that does not meet the criteria of an insignificant parcel is a significant parcel.

2. A parcel is insignificant if:
    a. conveyance of the property is not anticipated to result in a request for a change of zoning of that property;
    b. the conveyance does not conflict with a specific reference in the general plan; and

c. the parcel is not of the size, configuration, and zoning that would support or permit the construction of a primary structure on the property.

3. Insignificant parcels may be conveyed for market value to an abutting owner, after receiving approval by a resolution of the City Council. No public hearing is necessary for the conveyance of insignificant parcels. If the insignificant parcel abuts multiple owners, then a home-owner's association (HOA) to which all of the owners belong will have the first opportunity to acquire the insignificant parcel. In the context of the surplus of right-of-way, an agreement from an HOA to provide for the perpetual maintenance, repair and replacement of the road – while preserving public utility easements below the surface of the road – constitutes value sufficient to surplus without additional compensation. If no adjacent property owner wants to acquire the property, the City Council may authorize a publicly advertised bid for the insignificant parcel.

4. Significant parcels of real estate being considered for surplus or sale must be authorized by the City Council, following a public hearing pursuant to Utah state law. The Council will, at their discretion, authorize an appraisal.

5. It is the general policy of the City that significant parcels will be sold for surplus under an open, competitive bid process that has been publicly advertised.

6. At the City Council's sole discretion, significant parcels may be sold directly to a buyer under a negotiated price without going through a competitive bid process. In deciding whether to sell real estate in this method, the Council should take into consideration the following:
    a. Whether it is of greater advantage to the City, for community or economic development purposes to sell without a competitive bid process.
    b. Whether there is a real or perceived conflict of interest with the sale on behalf of any members of the Council or the Mayor.

<u>Surplus Methods</u>

When required by this policy, property scheduled for surplus must be disposed of using the method with the highest priority (1=highest) possible, taking into account the feasibility and the cost versus the benefit of the method. If a method is determined to be unfeasible, then the property may be disposed of using the next-lower priority method listed below.

Priority Method 1: Auction of Personal Property

- Unless otherwise provided in this policy, the Personal property is auctioned by city officials. Prior to auction, it must be advertised on social media and listed on the City's website for at least 7 days with a starting bid price at a reasonable market value.
- If the item does not receive any bids, or does not receive bids that reach the minimum, the City will offer the surplus property for auction through a commercial auctioneer, reseller, or similar arrangement.

Priority Method 2: Scrap for Cash, or Donation

- The Personal property is given to a scrap dealer in exchange for money, or the property is donated to a charitable organization, school district, or other governmental entity, whichever is in the best interest of the City.

Priority Method 3: Recycle

- The Personal property is donated to a recycling dealer or organization.

Priority Method 4: Discarded as Refuse

- The Personal property is discarded to an authorized and licensed commercial refuse hauler or landfill.

<u>Conditions of Sale of Surplus Property</u>

1. All sales shall be conducted in an open manner consistent with City ordinances, this policy, fair business practices, and generally accepted accounting practices.

2. All sales are considered final and no guarantees or warranties of any kind will be allowed, especially as it pertains to actual condition or function of the property being sold. All surplus property sold shall be considered "As is" and "Where is".

3. The City will incur no expense to move or deliver any surplus property, unless no other alternative is available. It shall be the responsibility of the buyer to provide all services necessary to move, transport, deliver, or perform any other necessary tasks to remove the surplus property from the City's property.

4. All surplus property must be paid for before the property is released to the purchaser.

The money must be received by the City within 72 hours of the sale, or it will not be released, and may be offered to the next highest bidder.

5. All proceeds from the sale of surplus property will be deposited into the appropriate revenue account approved by the Chief Financial Officer and City Treasurer. Proceeds from the sale of property originally procured by the City from an enterprise fund or special revenue fund shall be deposited into a revenue account within that fund.

City Employee Surplus Acquisition

City Employees may participate in the acquisition or purchase of City surplus personal property, but only through the public at-large auction, unless otherwise provided for herein. No City employee shall be given any consideration or privilege in any acquisition or purchase, such as non-public information about other bids placed, that might be construed as giving that employee an advantage in obtaining surplus property.

Discipline

Failure to comply with this policy may result in the disciplinary action as outlined in the City's Employee Handbook.

Audit

Audits of any surplus sale or disposition may be conducted at any time by the City Manager, City Treasurer, Chief Financial Officer, Mayor, or upon request of at least three Councilmembers. Any method of disposition or sale may be reviewed, and written justification requested.

RESOLUTION R20-36

A RESOLUTION OF THE SYRACUSE CITY COUNCIL AUTHORIZING THE TRANSFER OF PROPERTY TO THE UNITED STATES BUREAU OF RECLAMATION.

WHEREAS, the City is authorized to dispose of land; and

WHEREAS, the City Council finds that transfer of land between to the United States Bureau of Reclamation, which operates the Layton Canal Pipeline within Syracuse City, and which pipeline is being impacted by the development of the West Davis Corridor, will serve the interests of the community by helping facilitate the construction of the Corridor and ensuring the continued delivery of irrigation water through the Layton Canal Pipeline; and

WHEREAS, the City Council approves of the transfer of the property identified in Exhibit A to the United States Bureau of Reclamation, including a portion of St. Andrews Drive right-of-way (.069 acres), a portion of 700 South right-of-way (.144 acres), and a portion of Tryall Drive right-of-way (.325 acres); and

WHEREAS, the City Council finds that its ability to operate roadway and utility infrastructure in the deeded areas will not be compromised by this transfer; and

WHEREAS, the Council finds that it is in the best interests of the City to authorize the Mayor to execute the all necessary documents which may be necessary in order to complete the land transfers.

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

Section 1. Approval. The Council approves and the Mayor is hereby authorized to execute all necessary documents in order to complete the land transfers identified in this Resolution, legal descriptions and maps of which are attached as "Exhibit A" and incorporated by 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. This Resolution shall become effective immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS ___th DAY OF NOVEMBER, 2020.

SYRACUSE CITY

ATTEST:

_____	By:_____
Cassie Z. Brown, MMC	Mike Gailey
City Recorder	Mayor

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Bingham	___	_____
Councilmember Bolduc	_____	_____
Councilmember Maughan	_____	_____
Councilmember Savage	_____	_____
Councilmember Teague	_____	_____

EXHIBIT “A”

RESOLUTION R20-37

A RESOLUTION OF THE SYRACUSE CITY COUNCIL AUTHORIZING THE SALE, TRADE, OR ACQUISITION OF VARIOUS PARCELS WITH UDOT.

WHEREAS, the City is authorized to lease and acquire land; and

WHEREAS, the City Council finds that the sale, trade or acquisition of land between the Utah Department of Transportation and Syracuse Arts Academy, will serve the best interests of the community by facilitating the construction of the West Davis Corridor, the development of recreational amenities by the Academy, and the economic development of land acquired by the City; and

WHEREAS, the City Council authorizes the sale of the following parcels, as provided in Exhibit A to this Resolution, identified by Davis County Parcel Identification Numbers, to UDOT: 12-717-0002 (15.972 acres); 12-091-0091 (2.791 acres); 12-091-0096 (1.556 acres); 12-111-0108 & 12-111-0109 (5.025 acres in combination); 12-552-0230 (6.97 acres); 12-049-0112 (.05 acres); and 12-047-0243 (.718 acres); and

WHEREAS, the City Council authorizes the acquisition, by purchase or trade of the previously identified parcels, as provided in Exhibit A to this Resolution, of portions of the following parcels from UDOT: 12-049-0059, 12-049-0111, 12-049-0122 (7.57 acres in combination); and 12-111-0113 (1.906 acres).

WHEREAS, the City Council finds that it is in the best interests of the City to authorize the Mayor to execute the all necessary documents which may be necessary in order to complete the land transfers.

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

Section 1. Approval. The Council approves and the Mayor is hereby authorized to execute all necessary documents in order to complete the land transfers identified in this Resolution, legal descriptions and maps of which are attached as "Exhibit A" and incorporated by 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. This Resolution shall become effective immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS ___th DAY OF NOVEMBER, 2020.

SYRACUSE CITY

ATTEST:

_____	By:_____
Cassie Z. Brown, MMC	Mike Gailey
City Recorder	Mayor

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Bingham	___	_____
Councilmember Bolduc	_____	_____
Councilmember Maughan	_____	_____
Councilmember Savage	_____	_____
Councilmember Teague	_____	_____

EXHIBIT “A”

COUNCIL AGENDA
November 10, 2020

Agenda Item **#9** Sale of Land to Syracuse Arts Academy

Background

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

- The West Davis Highway project has impacted both City and SAA properties due to a planned interchange at Antelope Drive near Bluff Road. Because of this, UDOT will need to provide new traffic circulation patterns at the school, and will require portions of adjacent City-owned land to accomplish it. At the same time, UDOT land has become available that would be helpful in meeting the City's economic development objectives.

- The City-owned land on 3000 West, just east of the fire station, is both desired by SAA for its expansion plans, and will be impacted by UDOT's highway project. By selling this land to SAA, the proceeds can be used to purchase UDOT land that is more advantageous to the City.

- The Planning Commission reviewed the proposed surplus action and voted unanimously to forward a positive recommendation to the Council.

General Terms of the Agreement

The following outline generally describes the terms of the agreement:

- **Purchase Price**: The property will be sold at the appraised value of $4.50/sf

- **Deposit**: SAA will post a $25,000 deposit within 3 days of the effective date of the agreement.

- **Park & Trail Access Guaranteed**: SAA will ensure that the public will have access to Fremont Park and the Syracuse Trail.

- **Future Consideration of Shared Parking**: The City and SAA agree to work together to provide shared parking arrangements for activities at Fremont Park and on SAA campus.
- **45 Day Due Diligence Period**: SAA has 45 days after effective date to conduct investigations and due diligence on the property prior to closing.

- **Possession**: SAA is granted possession of the property at closing.

Action Item

The action to be taken is a vote on whether to authorize the Administration to enter into a sales agreement to sell the properties outlined in the attached agreement..


127
W 1650 S
S 2650 W
1770 S
2590 W
W 1900 S
S 2590 W
S 3000 W
Syracuse Trail
Fremont Park
1975 S
W 2025 S
Craig Ln
© 2020 Google

SYRACUSE CITY
SURPLUS PROPERTY POLICY

Purpose

1. Establish operational procedures for the sale, disposition, or transfer of the City's personal property that has been designated as surplus.

2. Ensure that the sale of surplus personal property generally is conducted in an open and competitive environment.

General Policy

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2. Any item with an original purchase price of $100 or less is considered disposable and may be disposed of as refuse when its usable life is over.

3. Any personal property with an original purchase price over $100 but with a current estimated market value up to $1,000 may be surplused upon written authorization of the Department Head. The method of surplus must follow the prioritized methods outlined in the Surplus Method Section. The Department head must ensure proper documentation supporting the establishment of the estimated value is submitted to the City Recorder to maintain on file according to the appropriate record retention schedule.

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2. A parcel is insignificant if:
   a. conveyance of the property is not anticipated to result in a request for a change of zoning of that property;
   b. the conveyance does not conflict with a specific reference in the general plan; and

c. the parcel is not of the size, configuration, and zoning that would support or permit the construction of a primary structure on the property.

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Surplus Methods

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Priority Method 2: Scrap for Cash, or Donation

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Priority Method 3: Recycle

- The Personal property is donated to a recycling dealer or organization.

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- The Personal property is discarded to an authorized and licensed commercial refuse hauler or landfill.

<u>Conditions of Sale of Surplus Property</u>

1. All sales shall be conducted in an open manner consistent with City ordinances, this policy, fair business practices, and generally accepted accounting practices.

2. All sales are considered final and no guarantees or warranties of any kind will be allowed, especially as it pertains to actual condition or function of the property being sold. All surplus property sold shall be considered "As is" and "Where is".

3. The City will incur no expense to move or deliver any surplus property, unless no other alternative is available. It shall be the responsibility of the buyer to provide all services necessary to move, transport, deliver, or perform any other necessary tasks to remove the surplus property from the City's property.

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The money must be received by the City within 72 hours of the sale, or it will not be released, and may be offered to the next highest bidder.

5. All proceeds from the sale of surplus property will be deposited into the appropriate revenue account approved by the Chief Financial Officer and City Treasurer. Proceeds from the sale of property originally procured by the City from an enterprise fund or special revenue fund shall be deposited into a revenue account within that fund.

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City Employees may participate in the acquisition or purchase of City surplus personal property, but only through the public at-large auction, unless otherwise provided for herein. No City employee shall be given any consideration or privilege in any acquisition or purchase, such as non-public information about other bids placed, that might be construed as giving that employee an advantage in obtaining surplus property.

Discipline

Failure to comply with this policy may result in the disciplinary action as outlined in the City's Employee Handbook.

Audit

Audits of any surplus sale or disposition may be conducted at any time by the City Manager, City Treasurer, Chief Financial Officer, Mayor, or upon request of at least three Councilmembers. Any method of disposition or sale may be reviewed, and written justification requested.

REAL ESTATE PURCHASE AGREEMENT

(Syracuse, Davis County, Utah)

This REAL ESTATE PURCHASE AGREEMENT (the "***Agreement***") is made and entered into by and between Syracuse City, a Utah municipality (the "***Seller***"), and Syracuse Arts Academy, LLC, a Utah nonprofit corporation (the "***Purchaser***"), as of the "***Effective Date***" (as defined in Section 20, below). For purposes of this Agreement, the Seller and the Purchaser may be referred to, individually, as a "***Party***" and, collectively, as the "***Parties***." For and in consideration of the terms and conditions, the mutual covenants and the agreements set forth below, as well as the mutual benefits to be derived from this Agreement, the Parties hereto agree as follows:

1. Subject Property. Subject to the terms and conditions of this Agreement, the Seller agrees to convey to the Purchaser that certain real property comprising approximately 16 acres in Davis County, State of Utah (the "***County***"), and located at approximately 1825 S. 3000 W., Syracuse, Utah, 84075 (the "***Real Property***"), together with (a) all improvements and fixtures situated on the Real Property, if any (the "***Improvements***"), and (b) all easements, rights-of-way or other interests appurtenant or pertaining solely to the Real Property or the Improvements, and not otherwise (the "***Appurtenant Rights***" and, collectively with the Real Property and the Improvements, the "***Subject Property***"). The Seller and the Purchaser have not yet determined the boundaries of the Subject Property, but the approximate boundaries and location of the Subject Property is generally depicted in ***Exhibit "A."*** The parties will document their agreement regarding the legal description of the Subject Property in an addendum to this Agreement to be entered into prior to expiration of the Feasibility Period.

2. Consideration. The consideration for the conveyance of the Subject Property shall be as follows:

(a) Purchase Price. The purchase price to be paid by the Purchaser for the acquisition of the Subject Property in accordance with the terms and conditions of this Agreement shall be four dollars and fifty cents ($4.50) per square foot, with the total square footage and purchase price to be based on the agreed-upon legal description of the Subject Property that will be documented by the parties in an addendum to this Agreement as described in Section 1 (the "***Purchase Price***"). The parties will further include in the addendum the total square footage of the Subject Property based on the legal description of the Subject Property, as well as the total Purchase Price amount based on the total square footage.

(b) Earnest Money; Deposit. Within three (3) days following the Effective Date, the Purchaser shall deposit with COTTONWOOD TITLE COMPANY, Layton, Utah, Attention: Jim Morris (the "***Title Company***"), the sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00) as an earnest money deposit (the "***Earnest Money Deposit***"). The Title Company shall hold the Earnest Money Deposit and, unless this Agreement is sooner terminated and subject to the terms and conditions hereof, shall (i) immediately disburse the Earnest Money Deposit, inclusive of any interest accrued thereon to the date of any disbursement thereof by the Title Company (collectively, the "***Deposit***"), to the Seller upon the expiration of the Feasibility Period, and (ii) credit the Deposit against the Purchase Price at the Closing. Upon the expiration of the Feasibility Period and the disbursement of the Deposit to the Seller, the Deposit shall be nonrefundable to the Purchaser and, thereafter, the Purchaser shall not have any claim or right to the Deposit, except solely in the event the Seller shall fail to perform its obligations under this Agreement and, by reason thereof, the Closing shall not occur, in which event the Seller shall immediately return the Deposit to the Purchaser, after which, except as otherwise specified in this Agreement, neither Party shall have any claim against the other by reason of this Agreement.

(c) Access Easement. The Subject Property is adjacent to Fremont Park and the Syracuse Trail, both of which are owned and operated by the Seller. The Purchaser shall permit the Seller and the general public reasonable and necessary access (pedestrian and vehicular) to a portion of the Subject Property by way of 3000 West and Fremont Park Drive in the event granting such access is necessary, based on the final legal description of the Subject Property, for the Seller and general public to access Fremont Park and Syracuse Trail from 3000 West. If an easement granting such access is determined to be necessary by either party, the Purchaser shall grant a reasonable easement to Seller.

(d) Parking. The Purchaser and Seller shall work together to determine parking locations on their respective properties that are mutually beneficial to the parties. The parties agree to enter into a reasonable agreement that addresses the development, maintenance, and joint use of the parking locations on their respective properties, with the agreement allowing parking at Seller's property (including Fremont Park) for Purchaser's events and activities and allowing parking at Purchaser's property (including the Subject Property) for Seller's events and activities.

3. "As Is, Where Is" Condition of the Subject Property. BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, THE PURCHASER ACKNOWLEDGES, AGREES AND CONFIRMS THAT, UPON THE CLOSING, THE PURCHASER SHALL HAVE CONDUCTED SUCH INVESTIGATIONS WITH RESPECT TO THE SUBJECT PROPERTY AS THE PURCHASER DEEMS ADVISABLE, AND SHALL HAVE SATISFIED ITSELF WITH RESPECT TO THE TERMS AND CONDITIONS OF ANY ORDINANCES, INSTRUMENTS, DOCUMENTS, AGREEMENTS, LAWS, RULES OR REGULATIONS TO WHICH THE SUBJECT PROPERTY MAY BE SUBJECT AND/OR OF RECORD IN THE OFFICIAL REAL ESTATE RECORDS OF THE COUNTY, ANY OTHER MATTERS WHICH MAY BE DISCLOSED BY A PHYSICAL INSPECTION OR SURVEY OF THE SUBJECT PROPERTY AND, FURTHER, THE CONDITION, INCLUDING, WITHOUT LIMITATION, THE "***ENVIRONMENTAL CONDITION***" (AS DEFINED BELOW), OF THE SUBJECT PROPERTY, TOGETHER WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE "***DEED***" (AS DEFINED BELOW), THE PURCHASER SHALL ACCEPT THE SUBJECT PROPERTY UPON THE CLOSING IN THE CONDITION IN WHICH IT EXISTS ON THE "***CLOSING DATE***" (AS DEFINED BELOW), THAT IS, "AS IS" AND "WHERE IS", "WITH ALL FAULTS", WITHOUT ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE PHYSICAL CONDITION OF THE SUBJECT PROPERTY AND/OR THE SUBJECT PROPERTY'S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE), AND WITHOUT ANY OTHER RECOURSE AGAINST THE SELLER, INCLUDING, WITHOUT LIMITATION, WITHOUT ANY RECOURSE OR CLAIM FOR MONETARY OR NONMONETARY DAMAGES OF ANY KIND OR NATURE.

4. Feasibility Period; Due Diligence Investigations and Review. The Purchaser shall have forty-five (45) days from the Effective Date to conduct its inspection and review of the Subject Property (the "***Feasibility Period***"). The Purchaser may terminate the Feasibility Period at any time by giving written notice to the Seller of its intent to proceed to the Closing (subject to satisfaction or waiver of any applicable conditions precedent to the Closing). Alternatively, at any time before the expiration of the Feasibility Period, the Purchaser, by written notice to the Seller, may terminate this Agreement, in which event this Agreement shall be deemed terminated and, then (except as otherwise specified in this Agreement), neither the Purchaser nor the Seller shall have any further obligation to each other and, so long as any such notice shall be given during the Feasibility Period, the Deposit shall be returned to the Purchaser.

5. Purchaser Studies; Subject Property Information; Title Commitment; Related Matters. Subject to the terms and conditions of Sections 3 and 4, above, and this Section 5, during the Feasibility

Period, the Purchaser, at its sole cost and expense, shall have the right to conduct, perform, authorize, review, and approve any investigations, inspections, tests, reports, analyses, studies, or other matters deemed necessary, prudent, or desirable by the Purchaser (in the Purchaser's sole discretion) in connection with the transactions contemplated by this Agreement (collectively, the "***Purchaser's Studies***"), and, further, subject to the provisions of the Purchaser (and its agents, employees, consultants and representatives), at its/their sole cost and expense, shall have the right to enter upon the Subject Property for purposes of the Purchaser's Studies, but not otherwise. Notwithstanding the foregoing (a) except with the advance consent of the Seller (which will not be unreasonably withheld), the Purchaser shall not conduct any invasive testing on or about the Subject Property (e.g., borings, trenches, etc.); (b) in the event of a termination, then, within ten (10) business days following any such Effective Termination, the Purchaser shall provide to the Seller, and, other than financial projections and any internal analysis of any third-party Purchaser Studies, the Seller shall be entitled to, shall receive, and shall have the unrestricted right to use any and all data, assessments, studies, and reports (whether in draft or final form) concerning the Subject Property and/or relating to any such Environmental Condition, and provided to, obtained by or otherwise available to the Purchaser in connection with, or by reason of, the transactions contemplated by this Agreement, including any environmental, geotechnical or engineering data, assessments, studies and reports, and pro forma operating statements or comparable internal reports or studies prepared by or for the Purchaser, together with any supporting documentation and information therefor; and (c) upon the Closing, again, other than financial projections and any internal analysis of any third-party Purchaser's Studies, the Seller shall be entitled to, shall receive, and shall have the unrestricted right to use any and all data, assessments, studies and report (whether in draft or final form) concerning the Subject Property and provided to, obtained by or otherwise made available to the Purchaser in connection with, or by reason of, the transactions contemplated by this Agreement, including, without limitation, any of the Purchaser's Studies and any supporting documentation and information therefor; provided that, in any case, the Purchaser does not make, and shall not be deemed to have made, any representations or warranties as to the completeness, accuracy or relevance of any part or all of the Purchaser Studies, including, without limitation, any supporting documentation and information therefor, or the Seller's right to rely thereon. The obligations of the Purchaser hereunder shall survive the expiration of the Feasibility Period and the Closing.

The Purchaser, and all those claiming by, through or under the Purchaser, shall enter the Subject Property solely at its/their own risk, the Purchaser shall keep the Subject Property free from any liens, claims, and encumbrances arising out of work performed, materials furnished, or obligations incurred by the Purchaser, and the Purchaser shall indemnify, defend, and save harmless the Seller (and the Seller's officers, agents, employees, and representatives) from all liens, claims, encumbrances, and liabilities arising out of any activities undertaken, work performed or materials furnished by or at the direction of the Purchaser or those claiming by, through or under the Purchaser, or otherwise. Further, to the extent resulting from activities on or about and use of the Subject Property by or at the direction of the Purchaser, the Purchaser shall and hereby agrees to indemnify, defend, and save harmless the Seller and the Seller's officers, agents, employees, and representatives from and against any and all claims, demands, liabilities, suits, actions, proceedings, costs (including litigation costs), fines, fees (including attorneys' fees), orders, decrees, judgments, and losses of any kind or nature resulting from or related to the death or injury of any person or damage to any property arising, directly or indirectly, out of, from, or on account of any occurrence in, upon, at, or from the Subject Property, or occasioned wholly or partially through any act, omission, or negligence of the Purchaser (or the Purchaser's officers, employees, agents or representatives) in, upon, at, or from the Subject Property. The Purchaser's obligations under this Section 5 shall survive the termination of this Agreement and/or the Closing, as applicable, notwithstanding any other term or condition of this Agreement.

In this connection, the Seller will furnish to the Purchaser, at the Seller's sole expense and to the Seller's current, actual knowledge, and within ten (10) business days following the Effective Date, any

information, studies, surveys, and/or reports previously conducted on the Subject Property, as and to the extent known to and in the Seller's possession (collectively, the "***Subject Property Information***"); provided that, except as otherwise expressly agreed, in writing, by the Seller, the Seller does not make, and shall not be deemed to have made, any representations or warranties as to the completeness, accuracy or relevance of any part or all of the Subject Property Information, including, without limitation, any supporting documentation and information therefor or with respect to the Purchaser's right to rely thereon.

In addition, within ten (10) business days after the Effective Date, the Seller will obtain a commitment for an owners' policy of title insurance (the "***Title Commitment***") in the full amount of the Purchase Price, issued by the Title Company. At Closing, Seller shall pay the premium for title insurance coverage based on the Title Commitment for standard (not extended) coverage.

The Purchaser shall have through no later than thirty (30) days following the delivery of the Title Commitment to review and approve, or object to, in writing, the Title Commitment. The Purchaser shall give notice to the Seller of any matters contained in the Title Commitment to which the Purchaser objects (collectively, the "***Objections***"). Any matters in the Title Commitment to which the Purchaser does not so object, and any other matters arising by, through or under the Purchaser, shall be "***Permitted Exceptions***." The Seller shall notify the Purchaser prior to expiration of the Feasibility Period (the "***Seller's Notice Period***") whether or not the Seller will elect to remove, cure or otherwise satisfy, to the reasonable satisfaction of the Purchaser, any such Objections or, with the understanding and agreement that, except as otherwise specified below with respect to the Seller's Monetary Liens in connection with the Closing, the Seller shall not have any obligation to remove, cure or otherwise satisfy any such Objections, and may elect not to remove, cure or otherwise satisfy any such Objections; provided, however, that all consensual monetary encumbrances arising by or under the Seller, but not otherwise (if any, the "***Seller's Monetary Liens***") and recorded against the Subject Property will be discharged or otherwise removed by the Seller in connection with, on or before the Closing. If the Seller gives notice to the Purchaser that the Seller has elected not to cure any Objections, the Purchaser may (f) waive any such Objections and proceed to the Closing (the Closing being evidence that the Purchaser has waived any such Objections), or (g) terminate this Agreement prior to expiration of the Feasibility Period, by written notice to the Seller and the Title Company and, then, receive a refund of the Deposit.

6. Conditions to the Closing. The respective obligations of the Purchaser and the Seller to consummate the transactions contemplated under this Agreement are subject to the satisfaction, on or before the date specified below, the expiration of the Feasibility Period or, unless otherwise specified, the "***Closing Date***" (as defined below), as the case may be, of all the conditions set out below, unless waived by the Purchaser or the Seller, in their respective discretion:

(a) No action, suit, or proceeding before any court or any governmental body or authority pertaining to the transactions contemplated by this Agreement or their consummation, including, without limitation, any assessment or condemnation actions, shall have been instituted or threatened on or before the end of the Closing, which would adversely affect the Subject Property, the Purchaser or the Seller and the transactions contemplated hereunder, which is not caused by the Purchaser or the Seller, as the case may be;

(b) All of the Seller's obligations hereunder and the Purchaser's obligations hereunder, unless otherwise waived by the Purchaser or the Seller, as the case may be, shall have been fully performed as specified in and/or contemplated under this Agreement; and

(c) The Purchaser shall have obtained financing on terms suitable to the Purchaser, in its sole discretion, to finance the Purchase Price as well as the cost of the intended improvements to the

Subject Property and the Purchaser's adjacent real property.

(d) The Purchaser shall have entered into an agreement with the Utah Department of Transportation ("UDOT") concerning (1) UDOT's compensation to Purchaser for UDOT's taking of a portion of Purchaser's adjacent real property; (2) the design and construction of the intended improvements to the Subject Property and the Purchaser's adjacent real property; (3) UDOT's compensation to Purchaser for the design and construction of the intended improvements to the Subject Property and the Purchaser's adjacent real property; and (4) UDOT's compensation to Purchaser for the portion of the Subject Property on which the intended improvements will be constructed.

The Seller and the Purchaser, as appropriate, shall exercise their respective best reasonable, good faith efforts to cause the timely fulfillment of all of the foregoing conditions, except that, other than as may be reasonably or expressly required in satisfaction of a Party's obligations hereunder, neither Party shall be required to incur any costs or expenses therefor. The failure of the Seller or the Purchaser, as the case may be, to object to any of such conditions as set forth herein prior to the respective dates on which such conditions are to be satisfied shall be deemed to be a waiver of such conditions precedent.

7. Condemnation. If, prior to the Closing, the Seller receives notice that a condemnation or eminent domain action is threatened or has been filed against the Subject Property or any part thereof (or that a taking is pending or contemplated), the Seller, as and to the extent known by the Seller, shall promptly give notice thereof to the Purchaser, in which event the Purchaser or the Seller, in their respective discretion, may elect, by written notice, to terminate this Agreement, in which event neither Party shall have any further obligation hereunder and the Deposit shall be returned to the Purchaser. Notwithstanding the foregoing, this provision shall not apply to any proceeding by UDOT that is not materially different from the plans for the West Davis Corridor and of which the Parties have notice as of the Effective Date.

8. The Closing. The closing of the transactions contemplated by and under this Agreement (the "***Closing***") shall occur, through escrow, at the office of the Title Company on or before ten (10) calendar days after the later of (a) the expiration of the Feasibility Period or (b) the satisfaction of the conditions to the Closing set forth, and described, in Section 6, above (the "***Closing Date***"); provided that the date upon which the Closing actually takes place, or, if more than one (1) day is required to complete the Closing, the date upon which the Closing is actually accomplished, shall be deemed and considered the Closing Date.

9. Closing Documents. The following shall be delivered at the Closing:

(a) Deed. The Seller shall deliver a special warranty deed (the "***Deed***"), executed and acknowledged by the Seller, conveying to the Purchaser title to the Real Property.

(b) Title Policy. The Seller shall arrange for the Title Company to furnish, at the Seller's expense, a standard coverage owner's title insurance policy issued by Title Company (the "***Title Insurance Policy***"). The Title Insurance Policy shall have a coverage amount equal to the Purchase Price and shall insure the Purchaser's title in and to the Subject Property, subject only to the Permitted Exceptions. The Purchaser may elect, at its sole cost and expense, to obtain extended title insurance coverage and any endorsements thereto.

(c) Other Documents. The Seller shall provide the Title Company, at the Seller's expense, with a non-foreign affidavit, and any other written assignments, agreements or documents reasonably requested by the Purchaser, and reasonably acceptable to the Seller, in their respective, and sole, discretion, pertaining to the Subject Property or required to convey title to the Subject Property to the Purchaser (collectively, the "***Other Documents***"). The Seller and the Purchaser will both execute and

deliver settlement statements, as prepared by the Title Company and, consistent with the terms and conditions of this Agreement, acceptable to the Parties (collectively, the "***Settlement Statements***"), together with, as prepared by the Seller, the Notice of Use Restrictions and Conditions, to the Title Company, to be handled pursuant to the terms and conditions of this Agreement and the "***Escrow Instructions***" (as defined below).

10. Closing Costs; Prorations. Closing costs and prorations shall be as follows:

(a) Taxes and Utilities. All ad valorem taxes, assessments and utilities shall be prorated to the Closing Date. If the current year's taxes are not known as of the Closing Date, the proration shall be based upon the previous year's taxes with an adjustment made between the Seller and the Purchaser when the current year's taxes are known.

(b) Fees. Any escrow fees charged by Title Company shall be shared equally by the Seller and the Purchaser. Each Party, except as otherwise specified in this Agreement, will pay its own attorneys' fees. The Purchaser shall pay the cost of recording the Deed.

(c) Other. All other bills or charges including other recording fees, any state or local documentary stamps, fees, assessments for improvements completed or initiated prior to the Closing, whether levied or not, pertaining to the Subject Property as of the date of the Closing shall be allocated in a manner customary for real estate transactions in the area where the Subject Property is located and shall be specified on the Settlement Statements.

11. Possession. Possession of the Subject Property shall be delivered to the Purchaser at the Closing. The Seller agrees that any Improvements remaining on the Subject Property after the Closing Date shall belong to the Purchaser.

12. Representations, Warranties and Covenants. The Seller represents and warrants to the Purchaser as of the Effective Date and as of the Closing Date, as follows:

(a) Title and Authority. At Closing, the Seller will own the Subject Property, subject to all matters of record or otherwise known to the Purchaser or physical inspection of the Subject Property, and has the requisite corporate right, power and authority to enter into this Agreement.

(b) Organization and Standing. The Seller is a Utah municipality, in good standing and validly existing under the laws of the State of Utah.

(c) No Proceedings. As of the date of this Agreement, there is no pending or, to the Seller's current, actual knowledge, threatened or contemplated litigation, condemnation or similar proceeding or assessments affecting the Subject Property, lawsuits by adjoining landowners or others affecting the Subject Property, or condemnation or assessment contemplated by any governmental authority other than as disclosed in writing by the Seller.

(d) No Leases. At the time of the Closing, the Subject Property will not in whole or in part be subject to any leases, or other possessory rights and interests, except as otherwise a matter of public record, as may be reflected in the Title Commitment or as may be otherwise disclosed in writing by the Seller.

(e) No Contracts. Except for the Purchase and Sale Agreements between Seller and the current owners of the Property, the Seller has not and will not enter into any written contracts, agreements, or listings, and is not a party to any oral understanding or agreements affecting the Subject

Property, which may become binding upon the Purchaser, except as may be reflected by documents recorded prior to the Effective Date, as may be a matter of public record, as may be reflected in the Title Commitment, or as may be otherwise disclosed in writing by the Seller.

(f) Compliance with Laws. The Seller, to its current, actual knowledge, has complied with all applicable laws, ordinances, regulations, statutes and rules relating to the Subject Property or any part thereof. The Seller has received no notice of any violations of any laws, ordinances or regulations affecting the Subject Property.

(g) Environmental. To the Seller's current, actual knowledge, there has been no storage, production, transportation, disposal, treatment or release of any solid waste, hazardous waste, toxic substance, or any other pollutants or contaminants as defined under applicable local, state and federal laws (hereinafter collectively referred to as "***Hazardous Materials***") on or in the Subject Property by or at the direction of the Seller. To the Seller's current, actual knowledge, the Seller has complied with all Applicable Laws regarding Hazardous Materials or relating to the Environmental Condition of the Subject Property.

The Purchaser represents and warrants to the Seller (with the understanding that, except as and to the extent otherwise known to the Seller, the Seller is relying on said representations and warranties in selling the Subject Property in accordance with this Agreement), as of the Effective Date and the Closing Date, as follows:

(a) Organization and Standing. The Purchaser has the legal capacity to enter into this Agreement.

(b) No Proceedings. The execution, delivery, and performance by the Purchaser of this Agreement does not and will not conflict with, or result in the breach or termination of any provision of, or constitute a default under, any indenture, mortgage, deed of trust, lease, contract, or other instrument or agreement or any order, judgment, award, or decree to which the Purchaser is subject or by which the assets of the Purchaser may be bound.

(c) Authority. The Purchaser has the requisite corporate right, power and authority to enter into this Agreement without obtaining the consent or approval of any governmental authority or any other person or entity to which the Purchaser may be subject.

The foregoing representations and warranties on and as of the Effective Date, and on and as of the Closing Date, shall be conditions precedent to the Purchaser's or the Seller's, as the case may be, obligations to purchase the Subject Property and otherwise perform under this Agreement. Except as otherwise specified in this Agreement, all representations and warranties by the Seller set forth in this Agreement shall survive the execution and delivery of this Agreement, the recording of the Deed and the Closing for a period not to exceed fifteen (15) months from and after the Closing, such that, unless notice of any breach or default in any such representations or warranties shall be given within such fifteen (15) month period, any claim based thereon shall be barred thereafter.

13. Notices. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement shall be in writing and shall be given by (a) personal delivery (receipted), (b) nationally-recognized, overnight courier service, (c) facsimile (confirmed), (d) United States certified mail, return receipt requested, postage or other delivery charge prepaid, or (e) via electronic mail (confirmed). In all events, notice shall only be deemed given if properly addressed and sent by one of the approved means to the Seller or the Purchaser, as applicable. Such notices will be deemed properly addressed if the following addresses (or such other address as the Seller or the Purchaser may designate,

in writing) are used:

In the case of the Seller:

Syracuse City
1975 W. 1900 S.
Syracuse, Utah 84075
Attn: Brody Bovero

In the case of the Purchaser:

Syracuse Arts Academy
2965 W. 1700 S.
Syracuse, Utah 84075
Attention: Board President

14. Termination; Default. If (a) this Agreement is terminated or the Closing does not occur because of the failure of any Closing contingencies set forth in this Agreement and giving rise to a termination right of the Purchaser as set forth herein, the Deposit will be returned to the Purchaser, and (b) the Closing does not occur due solely to a default by the Purchaser, the Seller shall retain the Deposit as liquidated damages, WITH THE UNDERSTANDING AND AGREEMENT OF THE SELLER AND THE PURCHASER THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO THE SELLER IN THE EVENT OF THE PURCHASER'S DEFAULT UNDER THIS AGREEMENT. THE PARTIES HEREBY AGREE THAT A REASONABLE ESTIMATE OF SUCH DAMAGES IS THE AMOUNT OF THE DEPOSIT, AND AS SUCH, THE SELLER SHALL BE ENTITLED TO RECEIVE AND RETAIN, AS FULLY AGREED LIQUIDATED DAMAGES, THE ENTIRE DEPOSIT.

In the event of the Seller's default, the Purchaser may, at its option (c) terminate this Agreement upon written notice to the Seller, and receive a return of the Deposit, as liquidated damages as contemplated hereunder and, in any such event, as the Purchaser's sole and exclusive remedy against the Seller under or by reason of this Agreement, WITH THE UNDERSTANDING AND AGREEMENT OF THE SELLER AND THE PURCHASER THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO THE PURCHASER IN THE EVENT OF THE SELLER'S DEFAULT UNDER THIS AGREEMENT. THE PARTIES HEREBY AGREE THAT A REASONABLE ESTIMATE OF SUCH DAMAGES IS THE AMOUNT OF THE DEPOSIT, AND AS SUCH, THE PURCHASER SHALL BE ENTITLED TO A RETURN, AS FULLY AGREED LIQUIDATED DAMAGES, THE ENTIRE DEPOSIT; (d) waive such matter and proceed to the Closing; or (e) file a suit in equity to enjoin the Seller from such breach or threatened breach and/or for specific performance of the Seller's obligations under this Agreement.

15. Broker Fees and Similar Payments. The Seller and the Purchaser warrant, each to the other, that they have not dealt with any finder, broker or realtor in connection with this transaction. Each Party shall and does hereby indemnify the other Party against, and agrees to hold such other Party harmless from, any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or this transaction based on any act by or agreement or contract with the indemnifying Party, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by the other Party on account of or arising from any such claim, demand or suit.

16. Entire Agreement; Successors and Assigns; Binding Effect. This Agreement shall constitute the entire agreement between the Purchaser and the Seller regarding the purchase of the

Subject Property. Neither the Purchaser nor the Seller shall assign its rights or delegate its obligations hereunder without the prior written consent of the other Party; provided that, notwithstanding the foregoing and upon advance, written notice to the Seller or the Purchaser (but without the Seller's or the Purchaser's consent), as the case may be, the Seller or the Purchaser shall have the right to assign its rights or delegate its obligations hereunder to any affiliate, subsidiary or parent of the Purchaser or the Seller, as the case may be, controlled by, or under common control with the Purchaser or the Seller, as the case may be. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

17. Authority of Signers. If the Purchaser or the Seller is a corporation, limited liability company, partnership, trust, estate or other entity, the person executing this Agreement on its behalf, warrants his or her authority to do so and bind the Purchaser or the Seller, as the case may be. Except as otherwise expressly provided in this Agreement, each Party to this Agreement shall pay its own costs and expenses (including, without limitation, professional fees and expenses) incurred in the preparation, execution and performance of this Agreement.

18. Attorneys' Fees. In any litigation or other proceeding relating to the enforcement of this Agreement, the prevailing Party shall be entitled to recover its out-of-pocket costs and reasonable attorneys' fees, including those incurred at trial or on appeal.

19. Possession; Risk of Loss. Possession of, risk of loss to, and responsibility for the Subject Property shall be delivered to the Purchaser on the Closing Date. Notwithstanding any other term or condition of this Agreement, any and all risk of loss to and responsibility for the Subject Property, except as otherwise specified in this Agreement, shall remain with the Seller until such time as the Closing shall have been consummated according to the terms and conditions of this Agreement.

20. Effective Date; Escrow Instructions. The "***Effective Date***" of the Agreement is the date that the Agreement is fully-executed by the Parties, and, further, acknowledged and accepted by the Title Company, all as evidenced by their respective signatures below. This Agreement, together with other written instructions as may be provided by the Purchaser and/or the Seller to the Title Company in connection with the consummation of the transactions contemplated under, and consistent with, this Agreement, shall constitute such Party's escrow instructions to the Title Company for the Closing (collectively, the "***Escrow Instructions***").

21. Counterparts; Fax Signatures; Governing Law. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document and agreement. A copy or electronic transmission of this Agreement, including the signature page, shall have the same force and effect as an original. To the fullest extent possible, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without regard to any conflicts of law issues.

22. Confidentiality. Except as may be reasonably necessary to effect the transaction contemplated hereunder (including disclosure to third-party legal counsel and consultants, accountants, and/or advisors of the Seller or the Purchaser, as the case may be), the terms and conditions of this Agreement shall be kept confidential and shall not be disclosed to any person or entity without the advance consent of the other Party; provided that any inadvertent disclosure by a Party shall not subject any such Party to liability hereunder, so long as reasonable steps are taken to advise the recipient of any such disclosure of the confidential nature thereof. The provisions of this Section 22 shall survive any termination of this Agreement and/or the Closing for a period of twelve (12) months.

23. Amendments; Waivers; Exhibits. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed, in writing, by the Party making the waiver. The exhibits attached to this Agreement shall be and hereby are incorporated in and an integral part of this Agreement by this reference.

24. Severability; No Third Party Benefits. In the event that any provision of this Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement. Nothing in this Agreement is or shall be intended to provide or convey any actionable right or benefit to or upon any person or persons other than the Seller and the Purchaser.

25. Title Insurance Coverage. Notwithstanding the foregoing, in the event that, as of the Closing, the Subject Property shall be subject to, other than the Permitted Exceptions (or any other matter arising by, through or under the Purchaser), an exception to title not contained in any title insurance policy issued in favor of the Purchaser in connection with the transactions contemplated hereunder, and the Purchaser shall incur any loss, expense, cost, or damage as a result thereof and/or determines to make any claim therefor by reason of any representation or warranty of the Seller in this Agreement, the Deed or any of the Other Documents, or otherwise, the Purchaser agrees not to assert or make any claim against the Seller as and to the extent the same shall be covered by any such title insurance policy issued in favor of the Purchaser, until the Purchaser shall have exhausted its rights and remedies under and in respect of such title insurance policy and, then, only to the extent of any unsatisfied loss, expense, cost, or damage.

26. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING UNDER COMMON LAW OR ANY APPLICABLE STATUTE, LAW, RULE OR REGULATION. FURTHER, EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

27. Force Majeure. If any Party to this Agreement shall be delayed or prevented from the performance of any act required hereunder by reason of a strike, labor trouble, acts of terror or acts of nature and the elements or any other cause beyond the reasonable control of such Party (financial inability excepted), i.e., "***force majeure***", and such Party is otherwise without fault, then performance of such act shall be excused for the period of the delay.

DATED as of the Effective Date.

SELLER:

SYRACUSE CITY, a Utah municipality

.

By: _____
Print Name: _____
Its: _____

Dated this ____ day of _____, 2020.

BUYER:

SYRACUSE ARTS ACADEMY, a Utah nonprofit corporation

By: _____
Print Name: _____
Its: _____

Dated this ____ day of _____, 2020.

[acknowledgement of Title Company follows]

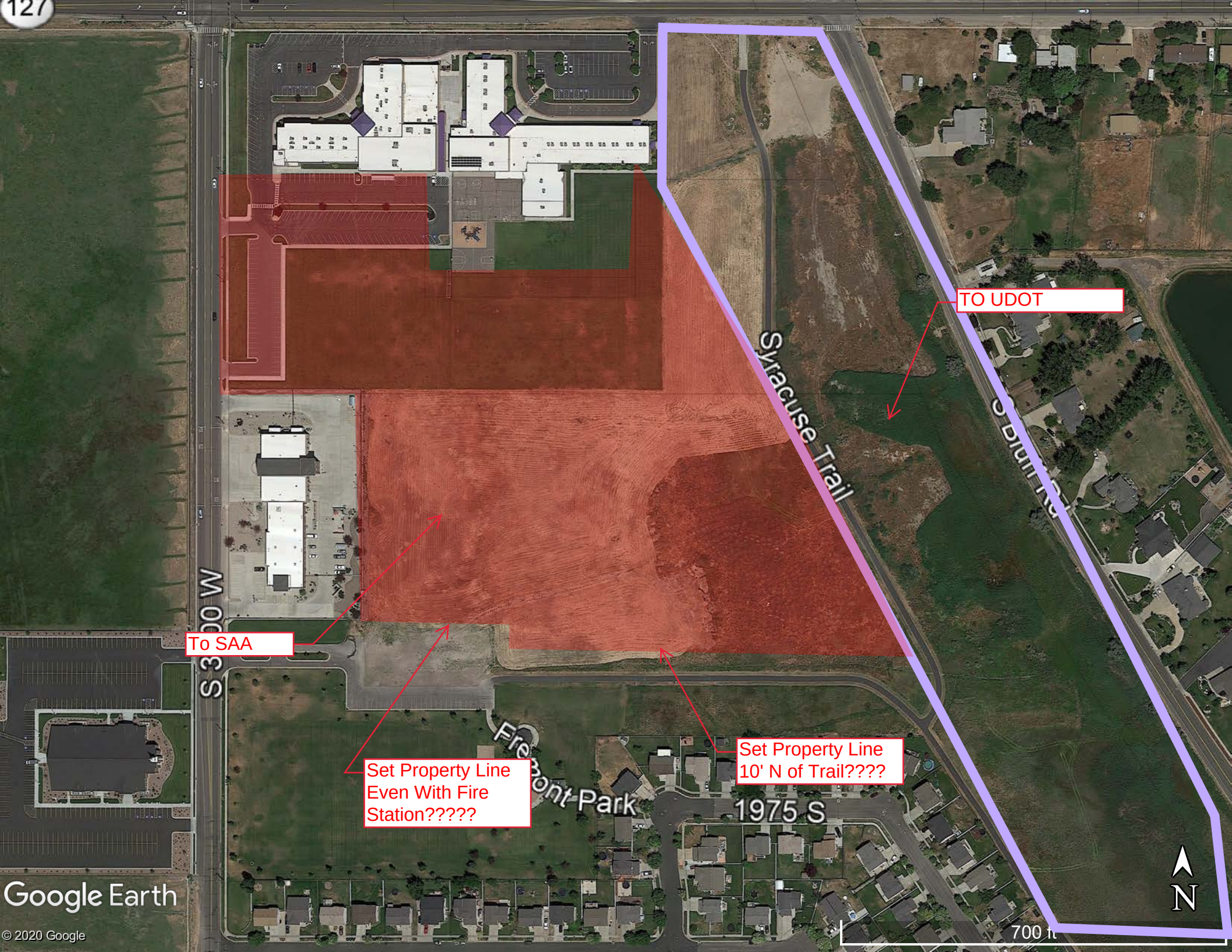
ACKNOWLEDGED, AGREED AND ACCEPTED by COTTONWOOD TITLE COMPANY, the Title Company, which hereby acknowledges the terms and conditions of this Real Estate Purchase Agreement and agrees to hold and disburse the "***Deposit***" (as defined above) and all other monies, documents and instruments to be deposited with the Title Company in accordance herewith.

COTTONWOOD TITLE COMPANY

By: _____
Print Name: _____
Its: _____

Dated this ____ day of _____, 2020.

Exhibit "A"


127
TO UDOT
Syracuse Trail
S Bluff Rd
To SAA
S 3200 W
Set Property Line
Even With Fire
Station?????
Fremont Park
1975 S
Set Property Line
10' N of Trail????
Google Earth
© 2020 Google
700 ft
N

COUNCIL AGENDA

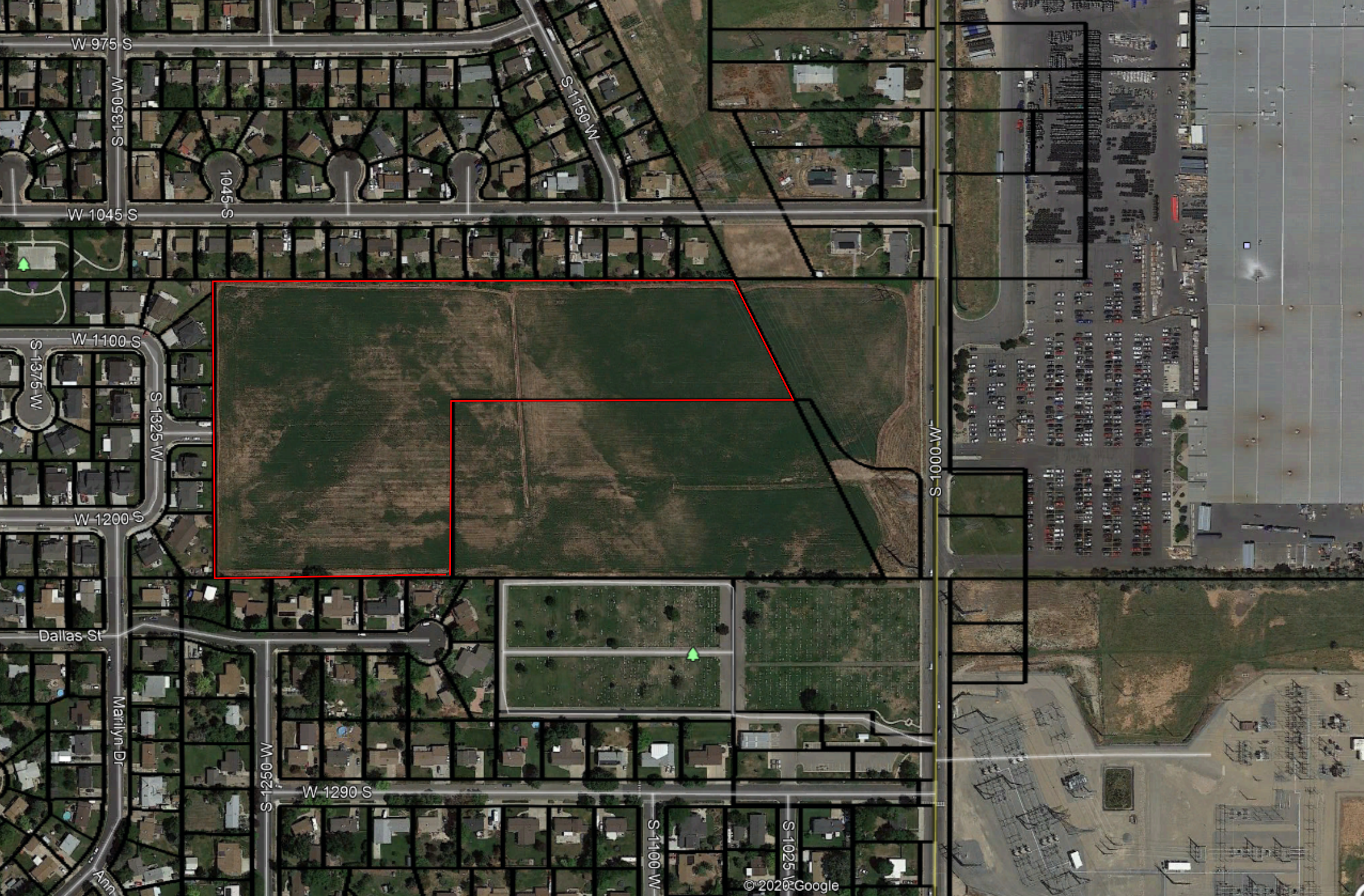
November 10, 2020

Agenda Item #**10** **Potential Surplus Property - 1200 S. 1000 W.**

Factual Summation

The City owns approximately 20 acres of land that was originally purchased for a future cemetery expansion. Clearfield City objected to having Syracuse's cemetery, at least 20 acres of it anyway. The two cities reached a compromise, leaving 12 acres open for future development and only about 8 acres for future cemetery. The municipal boundaries were adjusted so that the 8 acres are within Syracuse and the 12 acres remain in Clearfield. Now that the annexation is complete, and it is understood that the 12 acres is not needed for cemetery expansion, the city desires to sell the land. It is anticipated that a home builder will purchase the property. Ordinance 3.10.080 requires that Planning Commission review the purchasing, sale, lease, or trade of any city owned land or street. Also sale of any 'significant' parcel must follow the city's surplus property policy. Planning Commission is recommending approval of the land surplus with a vote of 6-1. One Commissioner felt that it would be prudent to hold onto the land for future cemetery expansion even beyond what the 8 acres will provide.

Parcel ID	Acres	Full or Partial
12-051-0062	12.238	Full


W 975 S
S 1350 W
S 1150 W
1045 S
W 1045 S
W 1100 S
S 1375 W
S 1325 W
W 1200 S
S 1000 W
Dallas St
Marilyn Dr
S 1250 W
W 1290 S
S 1100 W
S 1025 W
© 2020 Google

SYRACUSE CITY
SURPLUS PROPERTY POLICY

Purpose

1. Establish operational procedures for the sale, disposition, or transfer of the City's personal property that has been designated as surplus.

2. Ensure that the sale of surplus personal property generally is conducted in an open and competitive environment.

General Policy

1. All City personal property deemed surplus, obsolete, expired or unusable shall be disposed of according to the provisions set forth in this City-wide policy regardless of its physical condition.

2. Any item with an original purchase price of $100 or less is considered disposable and may be disposed of as refuse when its usable life is over.

3. Any personal property with an original purchase price over $100 but with a current estimated market value up to $1,000 may be surplused upon written authorization of the Department Head. The method of surplus must follow the prioritized methods outlined in the Surplus Method Section. The Department head must ensure proper documentation supporting the establishment of the estimated value is submitted to the City Recorder to maintain on file according to the appropriate record retention schedule.

4. Any personal property with an estimated market value between $1,000 and $5,000 may be surplused only with authorization by the City Manager, and shall be disposed of using the prioritized methods outlined in the Surplus Method Section. The City Manager must ensure proper documentation supporting the establishment of the estimated value is submitted to the City Recorder to maintain on file according to the appropriate record retention schedule.

5. Any personal property with an estimated market value over $5,000 may be surplused only with authorization by the City Council and shall be disposed of using the prioritized methods outlined in the Surplus Method Section. The City Recorder shall maintain the associated

documentation according to the appropriate record retention schedule.

6 At least twice per year, the City Recorder will submit a report to the City Council listing all surplused property under paragraphs 3 and 4 above.

Exceptions to General Policy

1. Hazardous materials such as insecticides, solvents, medical wastes, paints, combustibles, or any other toxic or hazardous items shall not be disposed of through the surplus program. City departments shall dispose of such materials consistent with law.

2. Equipment where a reseller or the original seller of the personal property will repurchase or offer credit for turning in old or out-dated equipment is allowed if it is in the best interest of the City.

3. In cases where federal, state, or other government agency funds are being used where the agency's purchasing laws or procedures govern the process for disposing of surplus property, the City shall follow the applicable agency law or procedures in lieu of the procedures set forth in this policy.

4. Equipment that is damaged in a way that it could reasonably cause harm to a person or damage property if used, may be disposed of by discarding to an authorized and licensed commercial refuse hauler, recycler, or scrap dealer. Prior to disposal of property in this method, written documentation of the proposed disposal method must be provided to and approved by the City Manager.

5. Equipment or personal property of substantial value that is found by employees, and which was not previously owned by the City, will be disposed of after consulting with the Police Department in order to ensure found property is not disposed of unlawfully. Property seized by the Police Department is governed by and shall be disposed of in accordance with Utah law.

6. In an effort to maximize staff productivity, and to maximize value on behalf of the City and its citizens, motor vehicles will either be offered to a commercial auctioneer service, or traded in to a dealer/manufacturer. If a motor vehicle is of a specialized nature, and therefore does not appeal to a broad market, the vehicle may be traded in, or advertised in a specialized publication/website in order to reach the market for such vehicles.

7. The City may, upon approval of the City Council for items with an estimated market value over $5,000, give surplus property to a charitable organization, school district, or other governmental entity.

Special Policy for Surplus of Technology Equipment

1. All technology equipment being considered for surplus must be authorized by the Administrative Services Director.

2. To the extent it is practical, all technology products shall have all information, programs, software or any other information deemed appropriate by the Administrative Services Director removed prior to disposition.

3. The Administrative Services Director may authorize technology products to be returned to the seller of the personal property for credit or proper disposal, if in the best interest of the City.

4. Technology products that typically have shorter useful life cycles (approximately 5 years or less) due to rapidly changing technological advancements or because the product wears out due to normal daily use, may be given to the City employee to which it was assigned once the product reaches its expected end of useful life. The Administrative Services Director will provide a list of the products that qualify for such disposal method to the City Council for approval.

5. In some situations, such as employee termination, technology products with shorter life cycles may be sold to the departing employee. In such cases, the price will be prorated based on the age of the product and its expected life cycle.

Special Policy for Surplus or Sale of Real Estate

1. Pursuant to Utah Code § 10-8-2(4), real estate is divided into two categories: significant parcels and insignificant parcels. Any real estate that does not meet the criteria of an insignificant parcel is a significant parcel.

2. A parcel is insignificant if:
   a. conveyance of the property is not anticipated to result in a request for a change of zoning of that property;
   b. the conveyance does not conflict with a specific reference in the general plan; and

c. the parcel is not of the size, configuration, and zoning that would support or permit the construction of a primary structure on the property.

3. Insignificant parcels may be conveyed for market value to an abutting owner, after receiving approval by a resolution of the City Council. No public hearing is necessary for the conveyance of insignificant parcels. If the insignificant parcel abuts multiple owners, then a home-owner's association (HOA) to which all of the owners belong will have the first opportunity to acquire the insignificant parcel. In the context of the surplus of right-of-way, an agreement from an HOA to provide for the perpetual maintenance, repair and replacement of the road – while preserving public utility easements below the surface of the road – constitutes value sufficient to surplus without additional compensation. If no adjacent property owner wants to acquire the property, the City Council may authorize a publicly advertised bid for the insignificant parcel.

4. Significant parcels of real estate being considered for surplus or sale must be authorized by the City Council, following a public hearing pursuant to Utah state law. The Council will, at their discretion, authorize an appraisal.

5. It is the general policy of the City that significant parcels will be sold for surplus under an open, competitive bid process that has been publicly advertised.

6. At the City Council's sole discretion, significant parcels may be sold directly to a buyer under a negotiated price without going through a competitive bid process. In deciding whether to sell real estate in this method, the Council should take into consideration the following:
   a. Whether it is of greater advantage to the City, for community or economic development purposes to sell without a competitive bid process.
   b. Whether there is a real or perceived conflict of interest with the sale on behalf of any members of the Council or the Mayor.

Surplus Methods

When required by this policy, property scheduled for surplus must be disposed of using the method with the highest priority (1=highest) possible, taking into account the feasibility and the cost versus the benefit of the method. If a method is determined to be unfeasible, then the property may be disposed of using the next-lower priority method listed below.

Priority Method 1: Auction of Personal Property

- Unless otherwise provided in this policy, the Personal property is auctioned by city officials. Prior to auction, it must be advertised on social media and listed on the City's website for at least 7 days with a starting bid price at a reasonable market value.
- If the item does not receive any bids, or does not receive bids that reach the minimum, the City will offer the surplus property for auction through a commercial auctioneer, reseller, or similar arrangement.

Priority Method 2: Scrap for Cash, or Donation

- The Personal property is given to a scrap dealer in exchange for money, or the property is donated to a charitable organization, school district, or other governmental entity, whichever is in the best interest of the City.

Priority Method 3: Recycle

- The Personal property is donated to a recycling dealer or organization.

Priority Method 4: Discarded as Refuse

- The Personal property is discarded to an authorized and licensed commercial refuse hauler or landfill.

<u>Conditions of Sale of Surplus Property</u>

1. All sales shall be conducted in an open manner consistent with City ordinances, this policy, fair business practices, and generally accepted accounting practices.

2. All sales are considered final and no guarantees or warranties of any kind will be allowed, especially as it pertains to actual condition or function of the property being sold. All surplus property sold shall be considered "As is" and "Where is".

3. The City will incur no expense to move or deliver any surplus property, unless no other alternative is available. It shall be the responsibility of the buyer to provide all services necessary to move, transport, deliver, or perform any other necessary tasks to remove the surplus property from the City's property.

4. All surplus property must be paid for before the property is released to the purchaser.

The money must be received by the City within 72 hours of the sale, or it will not be released, and may be offered to the next highest bidder.

5. All proceeds from the sale of surplus property will be deposited into the appropriate revenue account approved by the Chief Financial Officer and City Treasurer. Proceeds from the sale of property originally procured by the City from an enterprise fund or special revenue fund shall be deposited into a revenue account within that fund.

City Employee Surplus Acquisition

City Employees may participate in the acquisition or purchase of City surplus personal property, but only through the public at-large auction, unless otherwise provided for herein. No City employee shall be given any consideration or privilege in any acquisition or purchase, such as non-public information about other bids placed, that might be construed as giving that employee an advantage in obtaining surplus property.

Discipline

Failure to comply with this policy may result in the disciplinary action as outlined in the City's Employee Handbook.

Audit

Audits of any surplus sale or disposition may be conducted at any time by the City Manager, City Treasurer, Chief Financial Officer, Mayor, or upon request of at least three Councilmembers. Any method of disposition or sale may be reviewed, and written justification requested.

COUNCIL AGENDA

November 10, 2020

Agenda Item **#11** **Potential Surplus Property - 2068 W. 1700 S.**

Factual Summation

The City owns approximately .8 acres of land that was purchased by the RDA to spur economic development in the city center. There has been development interest in the property and the city feels it may be time to prepare for a potential sale of the property. First step to prepare the property to be sold is to oficially surplus the property. Next, an appraisal would be completed, and third an open bid process would be followed. Ordinance 3.10.080 requires that Planning Commission review the purchasing, sale, lease, or trade of any city owned land or street. Also sale of any 'significant' parcel must follow the city's surplus property policy. The Planning Commission is forwading a unanimous recommendation for approval.

Parcel ID	Acres	Full or Partial
12-643-0002	0.8	Full


W 1500 S
W 1700 S
127
108
2210 W
2000 W
© 2020 Google

SYRACUSE CITY
SURPLUS PROPERTY POLICY

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Audit

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COUNCIL AGENDA

November 10, 2020

Agenda Item #**12**

Potential Amendment to 10.85 - PO - Professional Office Zone - Concerning Daycares and Dwellings

Factual Summation

Applicant Vanessa McNeill would like to run a daycare and simutaniously live at the home located at 1384 W 1700 S. However, the current zoning (P.O.) does not allow dwellings or daycares. The home was somewhat recently changed from residential zoning to P.O. in order to run a commercial business at the location. The business relocated shortly after, leaving the home vacant and with more limited allowed uses in the newly appointed zoning designation. One potential solution would be to add both dwellings and daycare centers to the list of permitted uses. The applicant is proposing this solution because it is the least costly and quickest option to accomplish her goal. Being located on a busy arterial road, the home most likely will attract another 100 % commercial tenenat, but having some flexibility may assist in leasing the space. Also, as with every text amendment, this will effect all P.O. zoned areas not just the subject property. See attached for a potential wording for the text amendment.

Planning Commission reviewed the item on October 20, 2020 and is forwarding a unanimous recommendation for approval following a public hearing. During the hearing, no public comment was recieved.

Goal of Discussion

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

DocuSign Envelope ID: DBCF8297-6949-47F2-B793-FF5EA682148D

Title 10 – Land Use Ordinance Text Amendment Application

Syracuse City Community & Economic Development
1979 West 1900 South, Syracuse, UT 84075
801-825-1477 opt.4 • www.syracuseut.com • planning@syracuseut.com

For Office Use Only:
Received: _____
PC Hearing: _____
Council Hearing: _____

Applicant Contact Information: **Updated: 3/2017**

Name: Vanessa McNeill	Business Name: Little Jay Birds Home Daycare		
Phone Number(s): 801-920-2699	Mailing Address: (If different from subject property location) Address: 1384 W 1700 S, Syracuse, UT, 84075		
E-Mail Address: vmcneill07@gmail.com	City: Ogden	State: UT	Zip Code: 84404
Relationship to Property Owner: Renter			

Property Owner Information: ***(If this information is the same as above, please write 'S/A')***

Name(s): Luz Derly Pietz	Mailing Address: (If different from subject property location) 3815 Prestwick Circle		
Phone Number(s): 224-304-3895	City: Syracuse	State: UT	Zip Code: 84075
Email Address: Ut.rental.dp@gmail.com			

Section(s) Of Syracuse City Code To Be Amended: ***(Please attach a separate sheet if necessary)***

10.85

Current Provision(s) Of Text To Be Affected By Proposed Amendment: ***(Please attach a separate sheet if necessary)***

attached page.

Proposed Wording Of Text Change: ***(Please attach a separate sheet if necessary)***

Add: To use as daycare with residential component

I hereby certify that the requested Text Amendment would comply with all required conditions and standards of the Syracuse Land Use Ordinance, be harmonious with neighboring uses, fit the goals of the City's General Plan, and impose no insatiable demands for public services. 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.

DocuSigned by: Vanessa McNeill 99874AFF50354A0... 10/5/2020
Applicant Signature Date

DocuSigned by: Luz Derly Pietz 586EBED722EC4FE... 10/3/2020
Business/Property Owner 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:

$200	Application Fee	$200.00
	Total	$200.00

Proposed Text Amendment(s) are not valid until application fees are submitted and the proposed text amendment(s) are approved by City Council. Once approved a copy will be provided to the applicant.

10.85.010 Purpose.

SHARE

The purpose of this zone is to provide appropriate locations for the development, maintenance, and protection of professional and administrative establishments. The regulations of this zone shall promote a quiet environment for business administration, professional/medical, and government activities, free from the congestion and traffic of the usual commercial business district. The professional office zone is intended to provide a buffer or transition along minor or major collector streets adjoining residential neighborhoods. To this end, the regulations permit professional office buildings, medical, and appropriate non-automobile oriented financial facilities primarily for the service of the area residents. The intensity of development of such a district shall reflect its environmental setting with building height and coverage generally similar to and harmonious with those of neighboring residential districts. [Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-18-010.]

10.85.020 Permitted uses.

SHARE

The following are permitted uses by right provided the parcel and building meet all other provisions of this title or any other applicable ordinances of Syracuse City and receive site plan approval as provided in SCC 10.20.090.

(A) Administrative and executive offices.

(B) Animal clinics.

(C) Assisted living centers.

(D) Churches, synagogues, and temples.

(E) Financial planning, investment planning, real estate, and general business offices.

(F) Marriage and family counseling services.

(G) Medical and other health facilities.

(H) Professional nonretail services.

(I) Professional offices (for lawyers, engineers, and architects). [Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-18-020.]

10.85.030 Conditional uses.

SHARE

The following may be permitted as conditional uses after application and approval as specified in SCC 10.20.080.

(A) Accessory buildings (200 square feet or greater) (minor).

(B) Animal hospitals (major).

(C) Churches or religious service buildings (major).

(D) Optical shops (minor).

(E) Preschool centers (major).

(F) Public and quasi-public buildings (major).

(G) Temporary commercial uses (see SCC 10.35.050) (minor). [Ord. 11-10 § 10; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-18-030.]



Syracuse City
1979 W. 1900 S.
Syracuse, UT 84075
801-825-1477

XBP Confirmation Number: 87077915

Transaction detail for payment to Syracuse City. **Date: 10/05/2020 - 4:14:53 PM**

Transaction Number: 134432087PT
Mastercard — XXXX-XXXX-XXXX-4580
Status: Successful

Account #	Item	Quantity	Item Amount
	CC Convenience Fee	1	$2.00
	General Plan Amendment	1	$200.00

TOTAL: *$202.00*

Billing Information
Vanessa McNeil Vanessa McNeil
, 84075

Transaction taken by: bleota

Chapter 10.85
PO – PROFESSIONAL OFFICE ZONE
Sections:

10.85.010 Purpose.
10.85.020 Permitted uses.
10.85.030 Conditional uses.
10.85.040 Minimum lot standards.
10.85.050 Distance between buildings.
10.85.060 Off-street parking and loading.
10.85.070 Signs.
10.85.080 Special provisions.

10.85.010 Purpose.
The purpose of this zone is to provide appropriate locations for the development, maintenance, and protection of professional and administrative establishments. The regulations of this zone shall promote a quiet environment for business administration, professional/medical, and government activities, free from the congestion and traffic of the usual commercial business district. The professional office zone is intended to provide a buffer or transition along minor or major collector streets adjoining residential neighborhoods. To this end, the regulations permit professional office buildings, medical, and appropriate non-automobile oriented financial facilities primarily for the service of the area residents. The intensity of development of such a district shall reflect its environmental setting with building height and coverage generally similar to and harmonious with those of neighboring residential districts. [Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-18-010.]

10.85.020 Permitted uses.
The following are permitted uses by right provided the parcel and building meet all other provisions of this title or any other applicable ordinances of Syracuse City and receive site plan approval as provided in SCC 10.20.090~~.~~

A. ~~(A)~~ Administrative and executive offices.
B. ~~(B)~~ Animal clinics.
C. ~~(C)~~ Assisted living centers.
D. ~~(D)~~ Churches, synagogues, and temples.
E. Day care and Preschool centers.
F. ~~(E)~~ Financial planning, investment planning, real estate, and general business offices.
G. ~~(F)~~ Marriage and family counseling services.
H. ~~(G)~~ Medical and other health facilities.
I. ~~(H)~~ Professional nonretail services.
J. ~~(I)~~ Professional offices (for lawyers, engineers, and architects). [Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-18-020.]

10.85.030 Conditional uses.

The following may be permitted as conditional uses after application and approval as specified in SCC 10.20.080.

A. ~~(A)~~ Accessory buildings (200 square feet or greater) (minor).
B. ~~(B)~~ Animal hospitals (major).
C. ~~(C)~~ Churches or religious service buildings (major).
D. Dwellings, limited to one unit per property. Occupancy of the unit shall be limited to the business owner or employee and their family. (Major)
E. ~~(D)~~ Optical shops (minor).
F. ~~(E) Preschool centers (major).~~
G. ~~(F)~~ Public and quasi-public buildings (major).
H. ~~(G)~~ Temporary commercial uses (see SCC 10.35.050) (minor). [Ord. 11-10 § 10; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-18-030.]

10.85.040 Minimum lot standards.
All lots developed and all structures and uses placed on lots shall be in accordance with the following standards. Lot area for properties in this zone shall front existing minor or major collector streets of the City and include all property as described on the most recent plat of record.

(A) Lot area: minimum of one-half acre to maximum of 10 acres.
(B) Lot width: 100 feet.
(C) Front yard: 15 feet.
(D) Side yards: as required by site plan review.
(E) Rear yard: as required by site plan review.
(F) Building height: the height of buildings over 35 feet may be equal to the horizontal distance from the nearest zone boundary line. Buildings 35 feet high or less may be located within 10 feet of the zone boundary line. In determining height, exclude uses not for human occupancy, such as chimneys, flagpoles, church towers, and similar structures. [Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-18-040.]

10.85.050 Distance between buildings.
In this zone, where there is more than one office building constructed on a site, there shall be a minimum distance between structures of at least 20 feet. [Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-18-050.]

10.85.060 Off-street parking and loading.
Off-street parking and loading shall be provided as specified in Chapter 10.40 SCC. [Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-18-060.]

10.85.070 Signs.
Signs permitted in this zone shall be those allowed in professional office zones by Chapter 10.45 SCC. [Ord. 12-05 § 2; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-18-070.]

10.85.080 Special provisions.
(A) Landscaping. In this zone, the following landscaping requirements shall include:

(1) Ten feet of landscaping along frontage areas not occupied by drive accesses.
(2) A sprinkling system and plantings with substantial live plant material for the purpose of buffering, screening, and beautifying the site (plant maturity landscaping should represent, as a minimum standard, compatibility with surrounding developed properties and uses with permanent maintenance by the owner or occupants).
(3) A minimum buffer of 10 feet adjacent to residential zoning.
(4) A landscaped area of five feet adjacent to off-street parking within required yard areas providing it does not abut residential zoning or uses (landscaping in areas adjacent to residential uses shall be according to buffering requirements per Chapter 10.30 SCC).
(5) Landscaping installed in all park strips to the same standards as other on-site landscaping as well as a minimum of two trees per every 50 feet of frontage (asphalt, paving stones, or brick or concrete paving in place of landscaping between the sidewalk and curb is prohibited).
(6) Landscaping covering at least 15 percent of the development site. Landscaping shall be installed within four months of occupancy and maintained in good condition.

(B) Fencing. Where the site abuts a residential zone, a six-foot-high decorative texture solid masonry wall shall be located along the property line. All fencing must comply with Chapter 10.30 SCC.

(C) Trash Storage. A screened or otherwise enclosed area, or outside area designated for a trash dumpster or other trash-control device, shall be an integral part of the on-site buildings to keep the trash out of public view and prevent litter from scattering throughout the area. The building materials for dumpster enclosures shall be similar to those of the primary use building.

(D) Lighting. The following provisions shall apply to installation, maintenance, and operation of outdoor lighting in this zone:

(1) All lights shall have shields to direct all light toward the earth’s surface and away from reflective surfaces.
(2) Light fixtures or lamps shall have shields or shades to direct incident rays away from all adjacent property.
(3) Lights on poles shall not be taller than the building whose area they illuminate nor taller than 15 feet, whichever is shorter.
(4) Any facilities requiring floodlights may not arrange the light(s) in such a way that it will shine towards roadways, onto adjacent residential property or residential use property, or into the night sky.
(5) The placement of any light fixture shall be in such a manner that no light-emitting surface is visible from any residential area when viewed at ground level.
(6) The level of lighting shall not exceed one-half foot-candle at any residential property line or one foot-candle at any nonresidential property line.
(7) Any canopy structure used at a business office location must have recessed lights with diffusers that do not extend below the surface of the canopy.

(8) Any luminaire on a pole, stand, or mounted on a building must have a shield, an adjustable reflector, and a nonprotruding diffusor. [Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-18-080.]

ORDINANCE NO. 2020-28

AN ORDINANCE AMENDING SECTIONS 10.85.020 and 10.85.030 OF THE SYRACUSE CITY MUNICIPAL ZONING CODE PERTAINING TO DAY CARE, PRESCHOOL AND DWELLING USES IN THE PROFESSIONAL OFFICE ZONE.

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 reviewed ordinances related to day care, preschool, and residential uses within the professional office zone; and

WHEREAS, the Planning Commission conducted a public hearing on the issue and provided a recommendation to the Council in favor of the amendment; 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.** Section 10.85.020 and 10.85.030 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 NOVEMBER, 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