SYRACUSE CITY

Syracuse City Council Work Session Agenda
July 27, 2021 - 6:00 p.m.
In person location: Syracuse City Hall, 1979 W. 1900 S.
Electronic via Zoom Meeting
Streamed on Syracuse City Utah YouTube Channel

This public meeting will be held in a 'hybrid' in-person/electronic format in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020. In-person attendance will be allowed in the Syracuse City Council Chambers, 1979 W. 1900 S. In consideration of the COVID-19 pandemic, social distancing and mask wearing is encouraged, but not required. The meeting will be streamed live on the Syracuse City YouTube Channel and public participation will be allowed via Zoom through the link below:

Connect to the meeting using:
https://us02web.zoom.us/j/87102421847
Meeting ID: 871 0242 1847
Connect via telephone: +1-301-715-8592 US
Meeting ID: 871 0242 1847

a. Meeting called to order
Pledge of Allegiance and Prayer

b. Public comment. *(Individuals wishing to provide public comment may do so by submitting an email to City Recorder Cassie Brown, cassieb@syracuseut.com, by 5:00 p.m. on July 27, 2021. Comments submitted by the deadline will be read for the record of the meeting.)*

c. Secondary water report. (10 min.) *Council discussion, if necessary, will commence with **Councilmember Bingham.***

d. Discuss water use and rates for dust control. (10 min.) *Council discussion, if necessary, will commence with **Councilmember Bolduc.***

e. Planning items:
   1. Application to rezone property located at approxikmatley 2376 W. Antelope Drive from General Commercial (GC) to Planned Residential Development (PRD). (15 min.) *Council discussion, if necessary, will commence with **Councilmember Maughan.***
   2. Continued discussion - proposed amendment to Development Agreement for Holt Mixed-Use Development (MXD) project, located at approximately 1283 W. 1700 S. (15 min.) *Council discussion, if necessary, will commence with **Councilmember Savage.***
   3. Continued discussion – application to rezone property located at approximately 817 W. 1700 S. from Mixed-Use Residential (MXD) to MXD/General Commercial (GC). (15 min.) *Council discussion, if necessary, will commence with **Councilmember Teague.***
   4. Continued discussion of potential text amendment in Syracuse City Code Section 10.100 pertaining to the Town Center Overlay Zone. (15 min.) *Council discussion, if necessary, will commence with **Councilmember Bingham.***

f. Discussion regarding proposed adjustments to City Hall staffing levels. (10 min.) *Council discussion, if necessary, will commence with **Councilmember Bolduc.***

g. Fiscal Year (FY) 2020-2021 General Fund surplus priorities and Fund Balance discussion. (20 min.) *Council discussion, if necessary, will commence with **Councilmember Maughan.***

h. Discussion of Final Fiscal Year (FY) 2021-2022 Budget and preparation for Truth in Taxation Hearing scheduled for August 10 2021. (20 min.) *Council discussion, if necessary, will commence with **Councilmember Savage.***

i. Continued discussion regarding adjustments to City Council Rules of Order and Procedure regarding electronic meetings. (5 min.) *Council discussion, if necessary, will commence with **Councilmember Teague.***

j. Discussion of future agenda items/Council announcements. (5 min.)

k. 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 22nd day of July, 2021 at Syracuse City Hall on the City Hall Notice Board and at http://www.syracuseut.com/. A copy was also provided to the Standard-Examiner on July 22, 2021.

CASSIE Z. BROWN, MMC
SYRACUSE CITY RECORDER
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COUNCIL AGENDA
July 27, 2021

Agenda Item **"d"** Discuss water use and rates for dust control

Factual Summation

- Several contractors are building in Syracuse. They are required to maintain dust control for their own project. They use a water truck to moisten the ground to prevent dust. The water is culinary water and is metered. It is coming from a designated hydrant that is approved for construction use by public works.
- The volumes of water that is being used is averaging 25k to 50k gallons each construction day. Public works staff is reviewing the city water supply monthly from Weber Basin. The water use report indicates that the water use is doing okay but is getting on the high side from the use that we typically have seen in the past.
- If Syracuse goes over its limit of contracted water for the year, a surcharge will be assessed. The surcharge amount is a complex formula based upon actual peak summer use.
- The cost of water for construction dust control in Syracuse is about 1/3 the price of our neighboring cities. This lower rate may create a higher demand for contractors purchasing water in Syracuse and using it on projects that may be inside or outside the city.
- Dust control is a requirement of the Utah department of air quality. It applies to all projects in the city that are in construction and are ¼ acre or larger. So water is mandatory to fulfill that requirement. Water also is necessary to achieve soil compaction for road construction. As strange as this year is with the drought, the dry lake bed of the GSL is the source of much of the local dust.
- Any questions regarding this agenda item may be directed to Robert Whiteley.

Discussion Goals

The following items outline the goals of this discussion:

1. Would the council consider raising the construction water rates to resemble our neighboring communities?

COUNCIL AGENDA

July 27, 2021

LEGISLATIVE ITEM

Agenda Item **"e.1"** **'Syracuse West' PRD Rezone**

Factual Summation

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

Location:	Approx. 2376 W Antelope Drive
Acreage:	3.56 ac
Current Zoning:	General Commercial
Proposed Zoning:	PRD
Name:	Aspire at Canterbury Park
Units/Acre	9

Summary

Peter Matson with Ovation Homes has applied to rezone approximately 3.56 acres of land located between Canterbury Park and Walmart for a 32 unit townhome project. The City recently approved a general plan amendment to 'High Density Residential' in preparation for the rezone. The PRD zone requires that an increased level of detail be provided with the rezone, including architectural elevations and a development agreement. Each of the units will feature a two car garage and corresponding driveway totaling 4 stalls per unit. The townhomes are proposed to be a maximum of two stories tall. The plans call for a central shared grassy open space and a drive isle connection to the park.

Recommendation

City Council is the land use authority for amendments to the zoning map. Planning Commission's voted 5-0 on July 20, 2021 to recommend conditional approval of this item. Conditions included adding a rail fence between the roundabout and play field for safety.

Process

PC recommendation Zoning/Development Agreement
CC Work Zoning/Development Agreement 
CC Vote Zoning/Development Agreement
Subdivision (optional - not needed if rentals)
Building Permits

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:
2376 WEST 1700 SOUTH (Antelope Drive)	3.56

Parcel Identification Number (as recorded with Davis County:	Current Zone	Proposed Zone:
12-710-0001 and 12-710-0007	G-C	PRD

Brief Description of Purpose for Rezone and Reasons Supporting the Request

This PRD rezone request is coupled with a preliminary plat application for the development of a 32 unit townhome project called Aspire at Canterbury Park. This is consistent with the recent General Plan amendment from commercial to high density residential.

Subject Property Owner Contact Information

Name(s) of every person or company the applicant represents:
Corporation of the Presiding Bishop of the LDS Church

Mailing Address:	City:	State:	ZIP:
50 East North Temple, 12th Floor	Salt Lake City	Utah	84150

Office Phone:	Cell Phone :	Email:

Applicant Contact Information (if different from Property Owner)

Name (and agent, if any):
CAPITAL REEF MANAGEMENT, LLC (Ovation/Aspire Homes)
Brad Frost - Managing Member
Peter Matson - Project Manager

Mailing Address:	City:	State:	ZIP:
520 N. KAYS DRIVE	KAYSVILLE	Utah	84037

Office Phone:	Cell Phone:	Email:
801-444-3639	801-644-8754 (Peter) 801-564-3898 (Brad)	brad@ovationhomesutah.com peter@ovationhomesutah.com

I hereby certify that the requested Rezone would comply with all required conditions and standards of the Syracuse City Land Use Ordinance, be harmonious with neighboring uses, fit the goals of the community's General Plan, and impose no insatiable demands for public services. I read the Syracuse Land Use Ordinance relative to rezoning and understand that submitting this application does not guarantee approval and is subject to the discretion of the City Land Use Authority and compliance with all requirements of Syracuse City's Municipal Code. I hereby accept responsibility for meeting all requirements outlined herein, including payment of all fees and attending City Land Use Authority meetings as notified by the Community Development Department, and understand that failure to do so may result in postponement of action by said Authority. I also understand that approval shall not relieve me of the responsibility to comply with applicable local and State zoning, health, building, or fire regulations.

Property Owner Signature Date

Craig Spencer 7/8/21
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	$_____

Subdivision Preliminary Plan 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

Subdivision Property Information:		
Proposed Subdivision Name: ASPIRE at CANTERBURY PARK	Current Zone: Gen. Commercial PRD (Proposed)	Total Acreage: 3.56
Approximate Address: 2376 WEST 1700 SOUTH (Antelope Drive)	Number of Lots: 32	Concept Review Date: 06/08/21

Applicant\Developer Contact Information:			
Name: CAPITAL REEF MANAGEMENT, LLC (Ovation/Aspire Homes)		Brad Frost - Managing Member Peter Matson - Project Manager	
Address: 520 N. KAYS DRIVE		City: KAYSVILLE	State: UT / ZIP: 84037
Office phone: 801-444-3639	Cell phone: 801-564-3898 (Brad) 801-644-8754 (Peter)	Email: brad@ovationhomesutah.com peter@ovationhomesutah.com	

Engineering Firm Contact Information:			
Company name: ENSIGN ENGINEERING		Engineer: CAM PRESTON	
Address: 919 NORTH 400 WEST		City: LAYTON	State: UT / ZIP: 84041
Office phone: 801-547-1100	Engineer's cell phone: 801-643-0527	Engineer's email: cpreston@ensigneng.com	

NOTE: *Applicant shall furnish the information on this form for purposes of identification and expediting the request in full knowledge that it may become public record pursuant to provisions of the Utah State Government Records Access and Management Act (GRAMA). Use of this information will be only for necessary completion and execution of the requested transaction. If applicant so chooses not to supply any requested information, applicant accepts the additional time in processing or inability to process the application at all. If applicant is an "at-risk government employee" as defined in Utah Code Ann. § 63-2-302.5, please inform a member of the Department staff upon submission of the application. Syracuse City does not currently share any private, controlled, or protected information with any other person or government entity.*

Preliminary Plan Guidelines and Checklist

Concept Review: Concept review must be completed no more than 6 months preceding preliminary application.

Meeting Schedules
Planning Commission- 1st and 3rd Tuesday of each month
City Council- 2nd Tuesday business meeting, 4th Tuesday work session meeting

The Community Development Department shall schedule a public hearing within a reasonable time in light of the complexity of the application, the number of other applications received available staff resources, and applicable public notice requirements. Such notice shall be given in accordance with SCC 10.20.050. The Community Development Director shall, if a complete application is not so submitted in a timely manner, postpone scheduling a public hearing for consideration thereof until complete. Applicant, or qualified representative, shall attend all public meetings held by Planning Commission and City Council regarding the proposed Subdivision

Preliminary Plan Requirements

- ☐ 3 sets @ 22"x34" and 1 set @ 11"x17",
- ☐ PDF copy emailed or submitted on CD

All drawings shall be prepared by a civil engineer licensed to practice in the state of Utah and comply with the requirements of the Syracuse City Municipal Code Title VIII and X. Please visit www.syracuseut.com to view the municipal code.

Required General Information

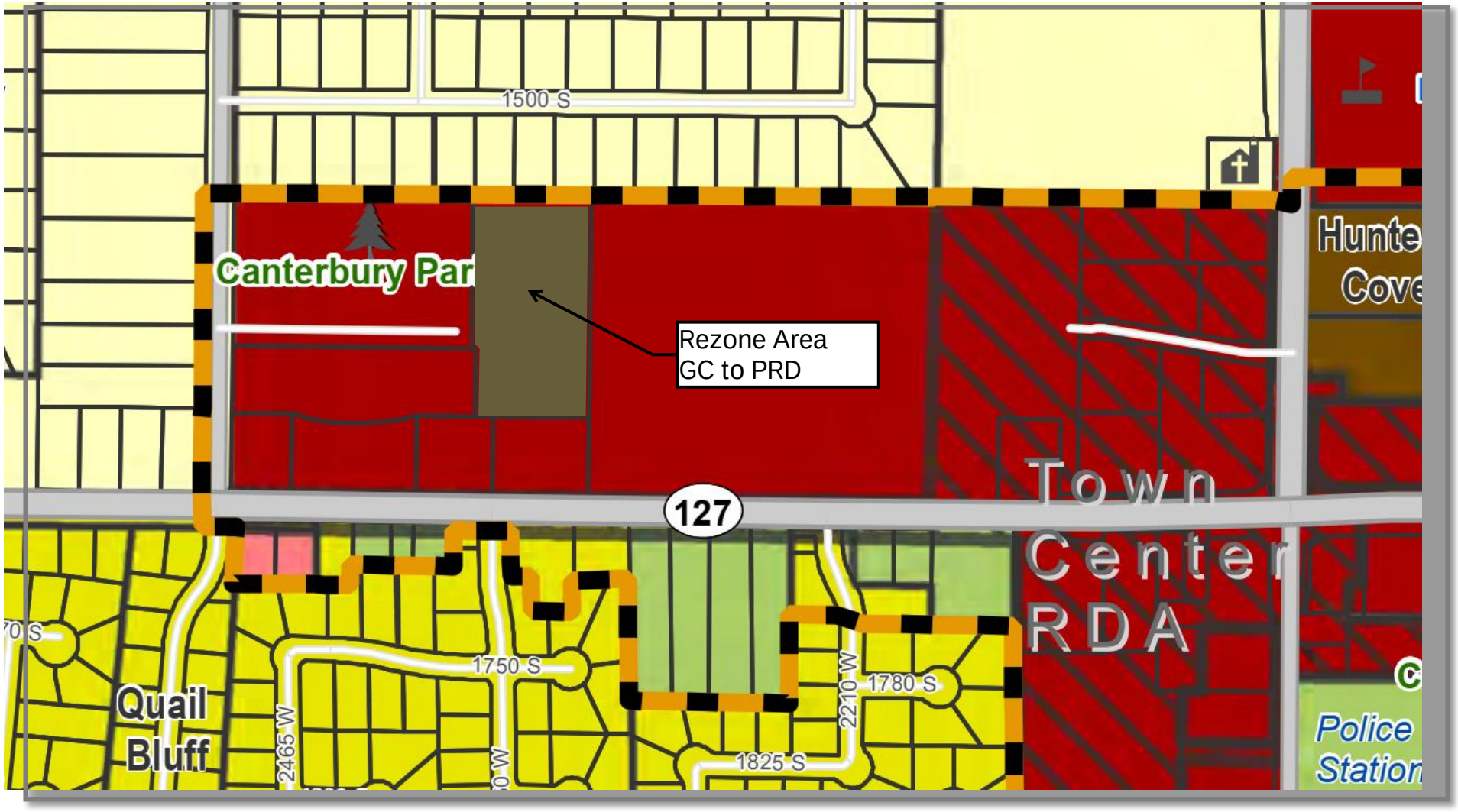
- ☐ The proposed name of the subdivision.
- ☐ The location of the subdivision, including the address of the section, township and range.
- ☐ Date of preparation.
- ☐ The location of the nearest bench mark and monument.
- ☐ The boundary of the proposed subdivision.
- ☐ Legal description of the subdivision and acreage included.
- ☐ Location, width and name of existing streets within 200 feet of the subdivision and of all prior platted streets and other public ways, railroad and utilities rights-of-way, parks and other public open spaces, permanent buildings and

ASPIRE at CANTERBURY PARK

PRD Rezone Area

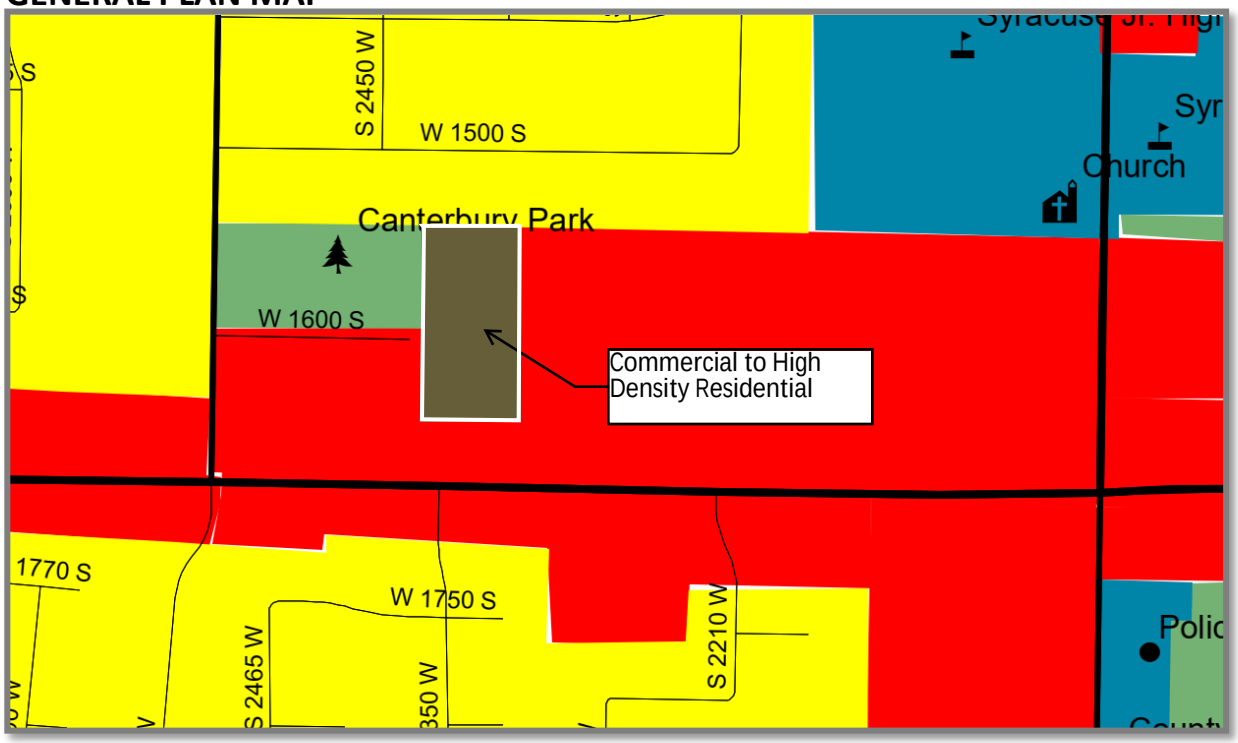


ZONING MAP AMENDMENT PROPOSAL

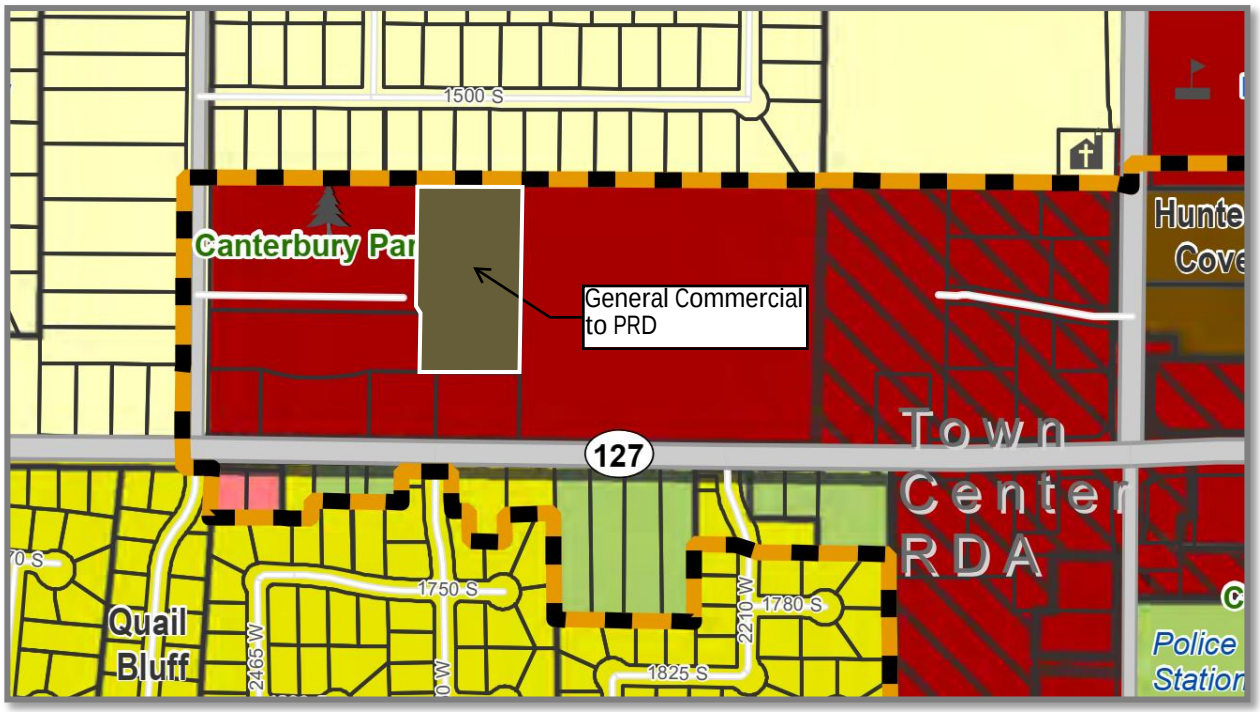


GENERAL PLAN MAP AND ZONING MAP AMENDMENT PROPOSALS

GENERAL PLAN MAP



ZONING MAP



SYRACUSE WEST PHASE 1 SUBDIVISION

AMENDING LOT 7 OF SYRACUSE
WAL-MART SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9,
TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
SYRACUSE CITY, DAVIS COUNTY, UTAH

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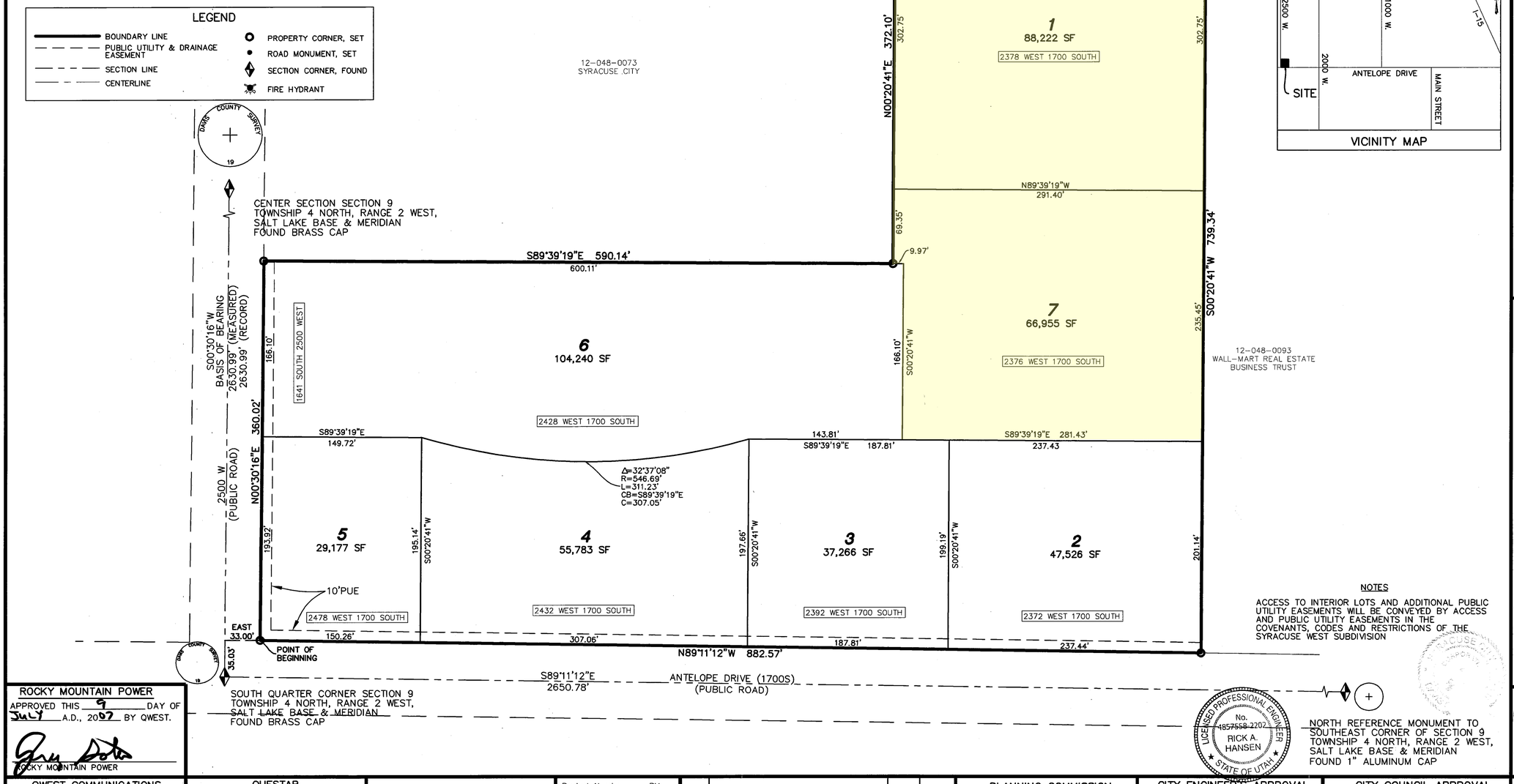
GRAPHIC SCALE

0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

LEGEND

- BOUNDARY LINE
- PUBLIC UTILITY & DRAINAGE EASEMENT
- SECTION LINE
- CENTERLINE
- PROPERTY CORNER, SET
- ROAD MONUMENT, SET
- SECTION CORNER, FOUND
- FIRE HYDRANT



SURVEYOR'S CERTIFICATE

I, Tyler E. Jenkins, do hereby certify that I am a Registered Land Surveyor, and that I hold Certificate No. 4938730, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as

SYRACUSE WEST PHASE 1 SUBDIVISION
AMENDING LOT 7 OF SYRACUSE
WAL-MART SUBDIVISION

and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point N00°30'16"E 35.03 feet along the section line and East 33.00 feet from the South Quarter Corner of Section 9, Township 4 North, Range 2 West, Salt Lake Base and Meridian; and running thence N00°30'16"E 360.02 feet; thence S89°39'19"E 590.14 feet; thence N00°20'41"E 372.10 feet; thence S89°39'19"E 291.40 feet; thence S00°20'41"W 739.34 feet; thence N89°11'12"W 882.57 feet; to the point of beginning.

Contains 429,169 square feet or 9.852 acres.

PROFESSIONAL LAND SURVEYOR
7-5-07
4938730
TYLER E. JENKINS
STATE OF UTAH

JULY 5, 2007
Date

TYLER E. JENKINS
P.L.S. No. 4938730

OWNER'S DEDICATION

Know all men by these presents that I, the undersigned owner (s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

SYRACUSE WEST PHASE 1 SUBDIVISION
AMENDING LOT 7 OF SYRACUSE
WAL-MART SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use and warrant and defend and save the City harmless against any easements or other encumbrances on the dedicated streets which will interfere with the City's use, maintenance and operation of the streets.

In witness whereof I have hereunto set MY HAND this THIRTEENTH day of JULY A.D., 2007.

Benjamin Brubaker
MEMBER HBN II, LLC

ACKNOWLEDGMENT

STATE OF UTAH }S.S.
COUNTY OF

On the 13TH day of JULY A.D. 2007 personally appeared before me, the undersigned Notary Public, in and for said County of SALT LAKE in said State of Utah, the signer(s) of the above Owner's Dedication, who in number, who duly acknowledged to me that BENJAMIN BRUBAKER signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES 3/22/2011
NOTARY PUBLIC
KADE WALTON
4675 S Highland Dr
Salt Lake City, Utah 84117
My Commission Expires
March 22, 2011
STATE OF UTAH

NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH }S.S.
COUNTY OF

On the 13TH day of JULY A.D., 2007 personally appeared before me, the undersigned Notary Public, in and for said County of SALT LAKE in the State of UTAH, BENJAMIN BRUBAKER who after being duly sworn, acknowledged to me that HBN II, _____, a Limited Liability Company, that HE signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned.

MY COMMISSION EXPIRES 3/22/2011
NOTARY PUBLIC
KADE WALTON
4675 S Highland Dr
Salt Lake City, Utah 84117
My Commission Expires
March 22, 2011
STATE OF UTAH

NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

SYRACUSE WEST PHASE 1 SUBDIVISION
AMENDING LOT 7 OF SYRACUSE
WAL-MART SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9,
TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
SYRACUSE CITY, DAVIS COUNTY, UTAH

ROCKY MOUNTAIN POWER

APPROVED THIS 9 DAY OF JULY A.D., 2007 BY QWEST.

ROCKY MOUNTAIN POWER

QWEST COMMUNICATIONS

APPROVED THIS 10 DAY OF JULY A.D., 2007 BY QWEST.

QWEST

QUESTAR

APPROVED THIS 10TH DAY OF July A.D., 2007 BY ~~QWEST~~ QUESTAR.

QUESTAR

Stantec

Stantec Consulting Inc.
3995 S 700 E Ste. 300
Salt Lake City, UT
84107-2540
Tel. 801.261.0090
Fax. 801.268.1671
www.stantec.com

Project Number	PM
186301850	KAE
Filename	
01850v-fb	
Designed By	Drawn By
KNE	MTA
Checked By	Date
TEJ	05/21/07

No.	Revisions	By	Date
1	Added Lot 8	TEJ	5/21/07

PLANNING COMMISSION

APPROVED THIS 5th DAY OF June, A.D. 2007 BY THE SYRACUSE CITY PLANNING COMMISSION.

BY: CHAIRMAN

CITY ENGINEER'S APPROVAL

APPROVED THIS 19th DAY OF July, A.D. 2007 BY THE SYRACUSE CITY ENGINEER.

BY:

CITY COUNCIL APPROVAL

APPROVED THIS 12 DAY OF June, A.D. 20 07 BY THE SYRACUSE CITY COUNCIL.

MAYOR

CITY RECORDER

DAVIS COUNTY RECORDER

RECORDED NO: 2305927
STATE OF UTAH, COUNTY OF DAVIS
RECORDED AND FILED AT THE REQUEST OF SYRACUSE CITY
DATE: SEP. 13, 2007 TIME: 3:22 P.M. BOOK: 4346 PAGE: 975
$37.00
FEE($)

DAVIS COUNTY RECORDER

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

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

BENCHMARK

SOUTHEAST QUARTER OF SECTION 9
TOWNSHIP 4 NORTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN

ELEV = 4269.69'

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR SHOWN ON THE CONSTRUCTION DRAWINGS:

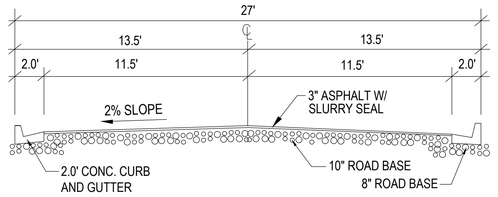
1. INSTALL 2.0' CATCH CURB AND GUTTER
2. INSTALL 2.0' SPILL CURB AND GUTTER
3. INSTALL 5.0' SIDEWALK
4. REMOVE EXISTING CURB AND GUTTER, SIDEWALK, AND ASPHALT
5. MATCH EXISTING IMPROVEMENTS
6. INSTALL BENCH

BOUNDARY DESCRIPTION:

All of Lot 1 and 7, Syracuse West Phase 1 Subdivision

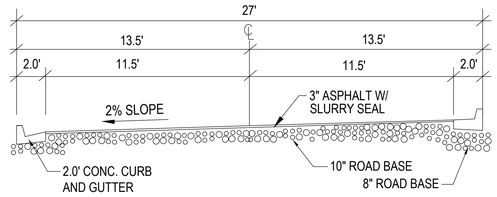
LAND USE TABLE	
TOTAL PROJECT	155,175 sq.ft.
TOTAL UNITS	32
DENSITY	8.98 UNITS/ACRE
OPEN SPACE	32,947 sq.ft.
PERCENTAGE	21.2%

PARKING TABLE	
GARAGE STALLS	64
DRIVEWAY STALLS	64
VISITOR STALLS	8
TOTAL STALLS	136



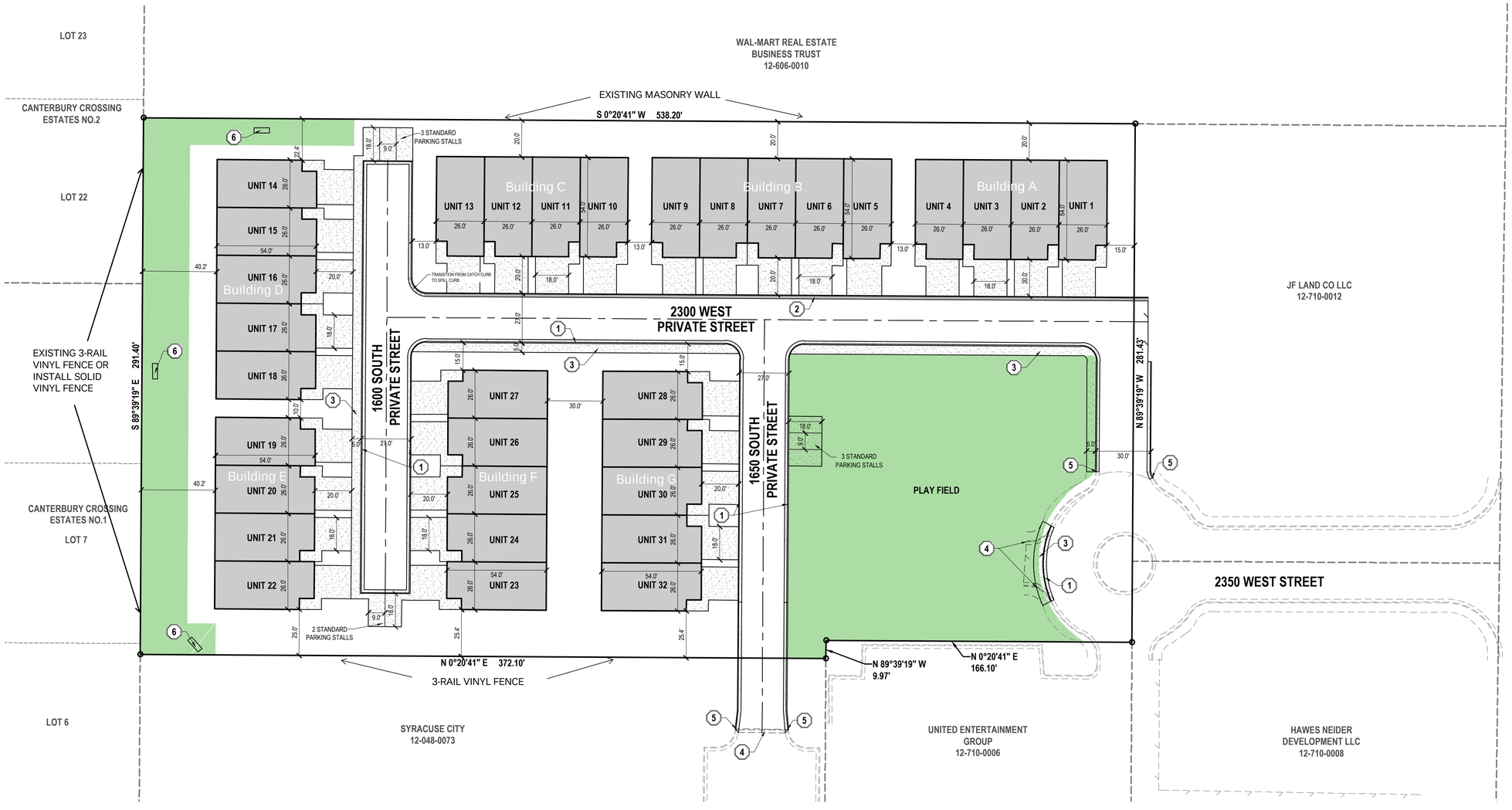
TYPICAL 27' STREET CROSS SECTION (PRIVATE)

NO SCALE
1600 SOUTH AND 1650 SOUTH STREET



TYPICAL 27' STREET CROSS SECTION (PRIVATE)

NO SCALE
2300 WEST STREET



REQUIRED/QUALIFIED OPEN SPACE

NORTH

HORIZONTAL GRAPHIC SCALE

30 0 15 30 60
(IN FEET)
HORZ: 1 inch = 30 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:
CAPITAL REEF MANAGEMENT, LLC
498 NORTH KAYS DRIVE
KAYSVILLE, UTAH 84037
CONTACT:
PETER MATSON
PHONE: 801-444-3539

ASPIRE AT CANTERBURY

SYRACUSE, UTAH 84075

PROFESSIONAL ENGINEER
No. 5049039
6-25-21
STATE OF UTAH
CAMERON WESS PRESTON

PRELIMINARY SITE PLAN

PROJECT NUMBER	PRINT DATE
10580	
DRAWN BY	CHECKED BY
C.WRIGHT	C.PRESTON
PROJECT MANAGER	
C.PRESTON	

C-100

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

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

BENCHMARK

SOUTHEAST QUARTER OF SECTION 9
TOWNSHIP 4 NORTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN

ELEV = 4269.69'

Detention Calculations (100-year storm)

Basin Tributary Area 102.970 SF
Runoff coefficient C: 0.590
Release Rate 0.20 cfs/acre
Peak Release 0.473 cfs

Time (min)	i(in/hr)	Cumulative Runoff to Basin (c.f.)	Net Allowed Basin** Discharge (c.f.)	Required Storage (c.f.)
5	6.79	2,840	142	2,698
10	5.16	4,316	284	4,032
15	4.27	5,357	425	4,932
30	2.87	7,201	851	6,350
60	1.78	8,933	1,702	**7,231**
120	0.99	9,976	3,404	6,572
180	0.68	10,222	5,106	5,116
360	0.37	11,141	10,212	929
720	0.22	13,309	20,424	(7,115)
1440	0.12	14,694	40,848	(26,154)
2880	0.07	16,621	81,695	(65,075)
		Required Detention:		7,231
		Provided Detention:		7,602

	Area	C Value
Building Area	-	0.9
Total Hardscape	60,368	0.9
Landscaped Area	42,602	0.15
Total Area	102,970	
Weighted Average C		**0.590**

Total Area 102,970 SF
Total Area 2.36 Acres
Composite C 0.590

Orifice Calculations: $Q=C_dA_o(2gh)^{1/2}$

High Water Elevation:	4,271.75	FT
Box Invert	4,268.25	FT
Allowed Basin Discharge*	0.473	CFS
C_d	0.62	
Orifice Area	7.31	IN^2
Orifice Diameter	3.1	IN

Catchment Calculations (10-year storm)

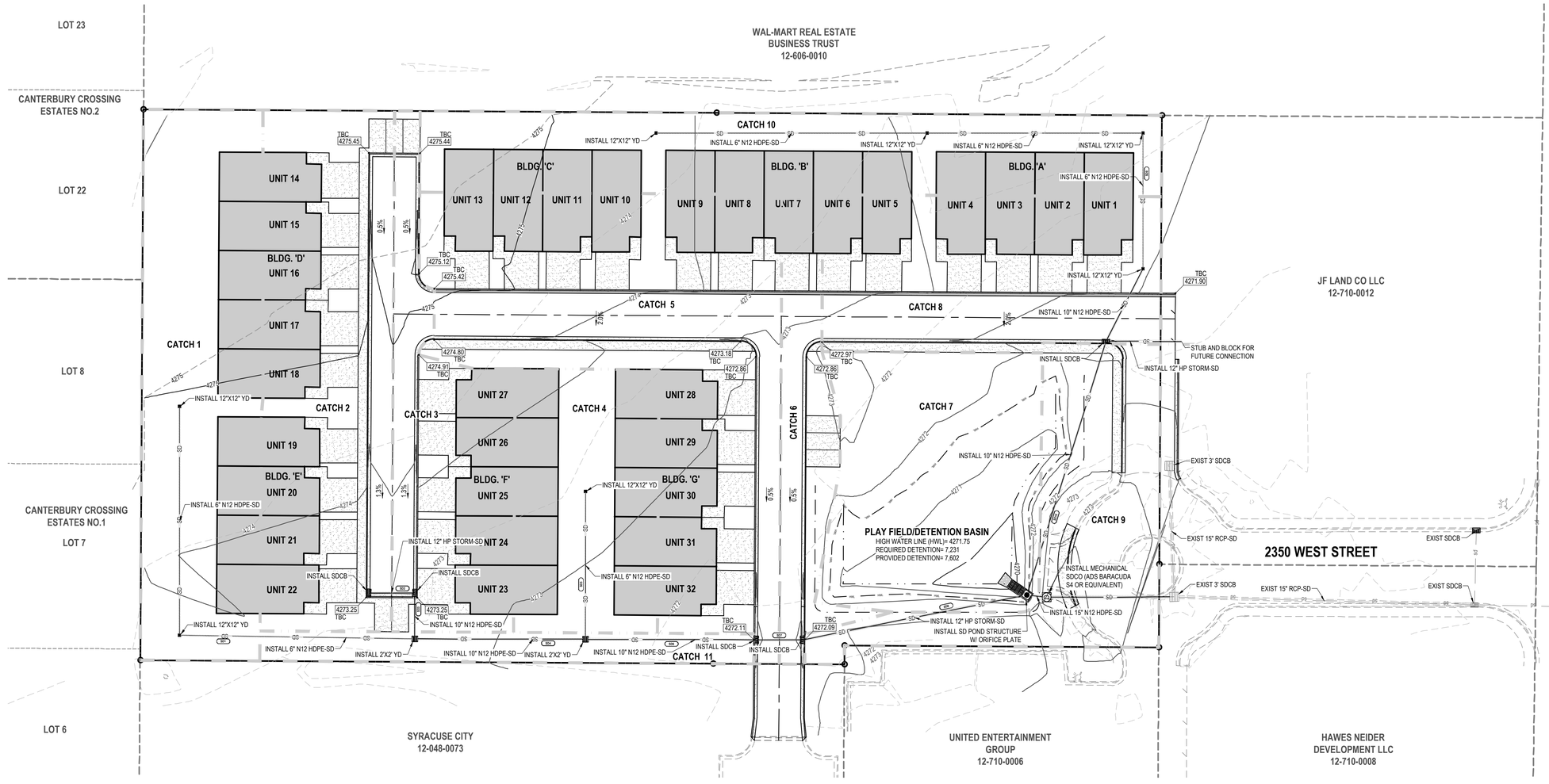
Time of Concentration: 15 min
Rainfall Intensity I: 2.15 in/hr
Mannings N 0.013

Catchment	Area (SF)	C	Flow (CFS)	Destination
1	18,470	0.350	0.322	SD1
2	19,098	0.350	0.333	SD2
3	11,176	0.350	0.195	SD3
4	10,602	0.350	0.185	SD5
5	26,428	0.350	0.460	SD7
6	7,459	0.350	0.130	SD8
7	13,670	0.350	0.238	
8	14,536	0.350	0.253	SD10
9	12,489	0.350	0.218	Offsite
10	16,856	0.350	0.294	SD9
11	4,360	0.350	0.076	SD6

Pipe Design (10-year storm)

Mannings N (ADS) 0.011
Mannings N (RCP) 0.013

Pipe	Tributary	Surface	Upstream	Pipe Flow	Total	Pipe	Diameter	Pipe Type	Full Flow	% of Full-
SD1	1	0.322	None		0.322	0.50%	6	ADS	0.470	68.4%
SD2	2	0.333	None		0.333	0.50%	12	ADS	2.985	11.1%
SD3	3	0.195	SD2	0.333	0.527	0.50%	10	ADS	1.836	28.7%
SD4		0.000	SD1,3	0.849	0.849	0.50%	10	ADS	1.836	46.2%
SD5	4	0.185	None		0.185	0.50%	6	ADS	0.470	39.3%
SD6	11	0.076	SD4,5	1.034	1.110	0.50%	10	ADS	1.836	60.4%
SD7	5	0.460	SD6	1.110	1.570	0.50%	12	ADS	2.985	52.6%
SD8	6	0.130	SD7	1.570	1.700	0.50%	12	ADS	2.985	56.9%
SD9	10	0.294	None		0.294	0.50%	6	ADS	0.470	62.4%
SD10	8	0.253	SD9	0.294	0.547	0.50%	10	ADS	1.836	29.8%



NORTH

HORIZONTAL GRAPHIC SCALE

30 0 15 30 60
(IN FEET)
HORZ: 1 inch = 30 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:
CAPITAL REEF MANAGEMENT, LLC
498 NORTH KAYS DRIVE
KAYSVILLE, UTAH 84037
CONTACT:
PETER MATSON
PHONE: 801-444-3539

ASPIRE AT CANTERBURY

SYRACUSE, UTAH 84075

PROFESSIONAL ENGINEER
No. 5049039
6-25-21
STATE OF UTAH
CAMERON NESS PRESTON

PRELIMINARY GRADING AND DRAINAGE PLAN

PROJECT NUMBER 10580
PRINT DATE
DRAWN BY C.WRIGHT
CHECKED BY C.PRESTON
PROJECT MANAGER C.PRESTON

C-200

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

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

BENCHMARK

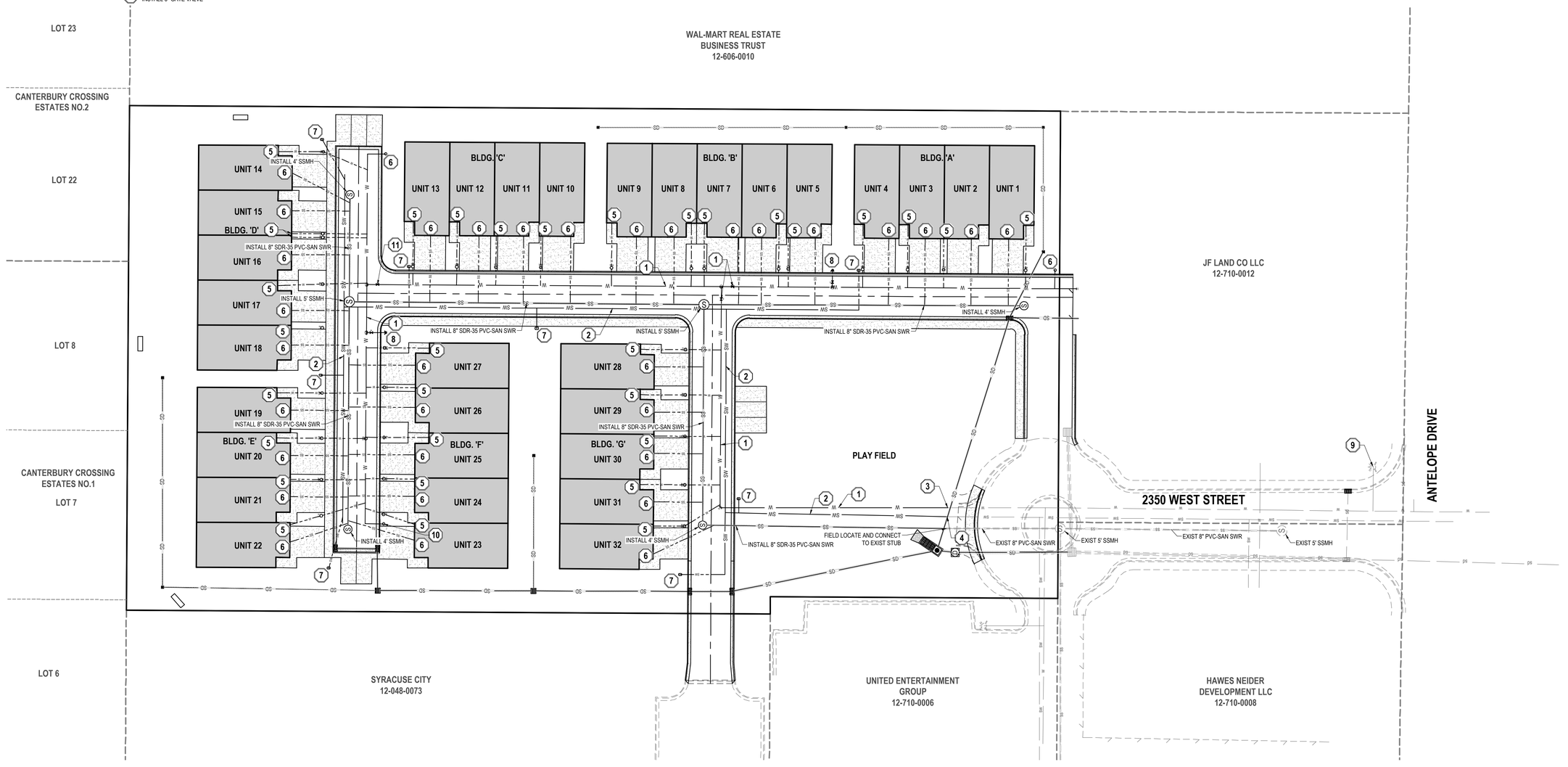
SOUTHEAST QUARTER OF SECTION 9
TOWNSHIP 4 NORTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN

ELEV = 4269.69'

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR SHOWN ON THE CONSTRUCTION DRAWINGS:

1. INSTALL 8" CULINARY WATERLINE
2. INSTALL 8" SECONDARY WATERLINE
3. CONNECT TO EXISTING CULINARY WATERLINE
4. CONNECT TO EXISTING SECONDARY WATERLINE
5. INSTALL 3/4" CULINARY WATER SERVICE WITH METER PER SYREACUSE CITY STANDARDS AND SPECIFICATIONS
6. INSTALL 4" SDR-35 SANITARY SEWER LATERAL @ 2% MINIMUM SLOPE PER SYRACUSE CITY STANDARDS AND SPECIFICATIONS
7. INSTALL 1" SINGLE SECONDARY WATER SERVICE PER SYRACUSE CITY STANDARDS AND SPECIFICATIONS
8. INSTALL FIRE HYDRANT WITH VALVE COMPLETE
9. EXISTING FIRE HYDRANT
10. INSTALL AUTOMATIC COMBINATION AIR VAC INLET/RELEASE FACILITY PER SYRACUSE CITY STANDARDS AND SPECIFICATIONS
11. INSTALL 8" GATE VALVE



NORTH

HORIZONTAL GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
HORZ: 1 inch = 30 ft.

ENSIGN
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FOR:
CAPITAL REEF MANAGEMENT, LLC
498 NORTH KAYS DRIVE
KAYSVILLE, UTAH 84037
CONTACT:
PETER MATSON
PHONE: 801-444-3539

ASPIRE AT CANTERBURY

SYRACUSE, UTAH 84075

PROFESSIONAL ENGINEER
No. 5049039
CAMERON HESS PRESTON
STATE OF UTAH

PRELIMINARY UTILITY PLAN

PROJECT NUMBER 10580
PRINT DATE
DRAWN BY C.WRIGHT
CHECKED BY C.PRESTON
PROJECT MANAGER C.PRESTON

C-300

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

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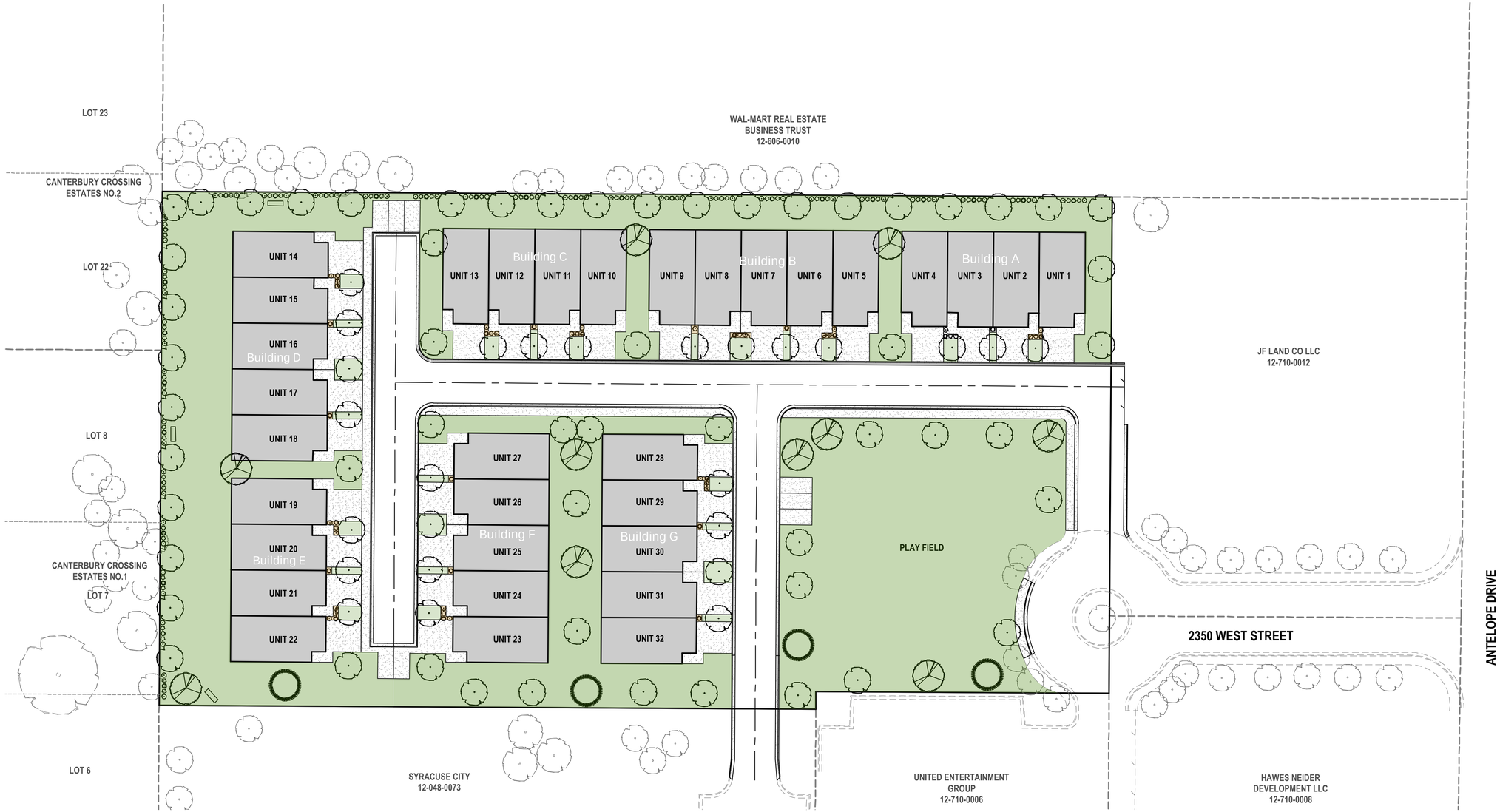
BENCHMARK

SOUTHEAST QUARTER OF SECTION 9
TOWNSHIP 4 NORTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN

ELEV = 4269.69'

LANDSCAPE PLAN

Qty	Symbol	Common Name	Scientific Name	Plant Size
81		Redbud, Eastern	Redbud, Eastern	2" Cal.
10		Imperial Honey Locust	Gleditsia tricanthos 'Imperial'	2" Cal.
4		Colorado Blue Spruce	Picea pungens 'Glauca'	5 Gallon



TOTAL OPEN SPACE/
COMMON AREA

NORTH

HORIZONTAL GRAPHIC SCALE

30 0 15 30 60
(IN FEET)
HORZ: 1 inch = 30 ft.

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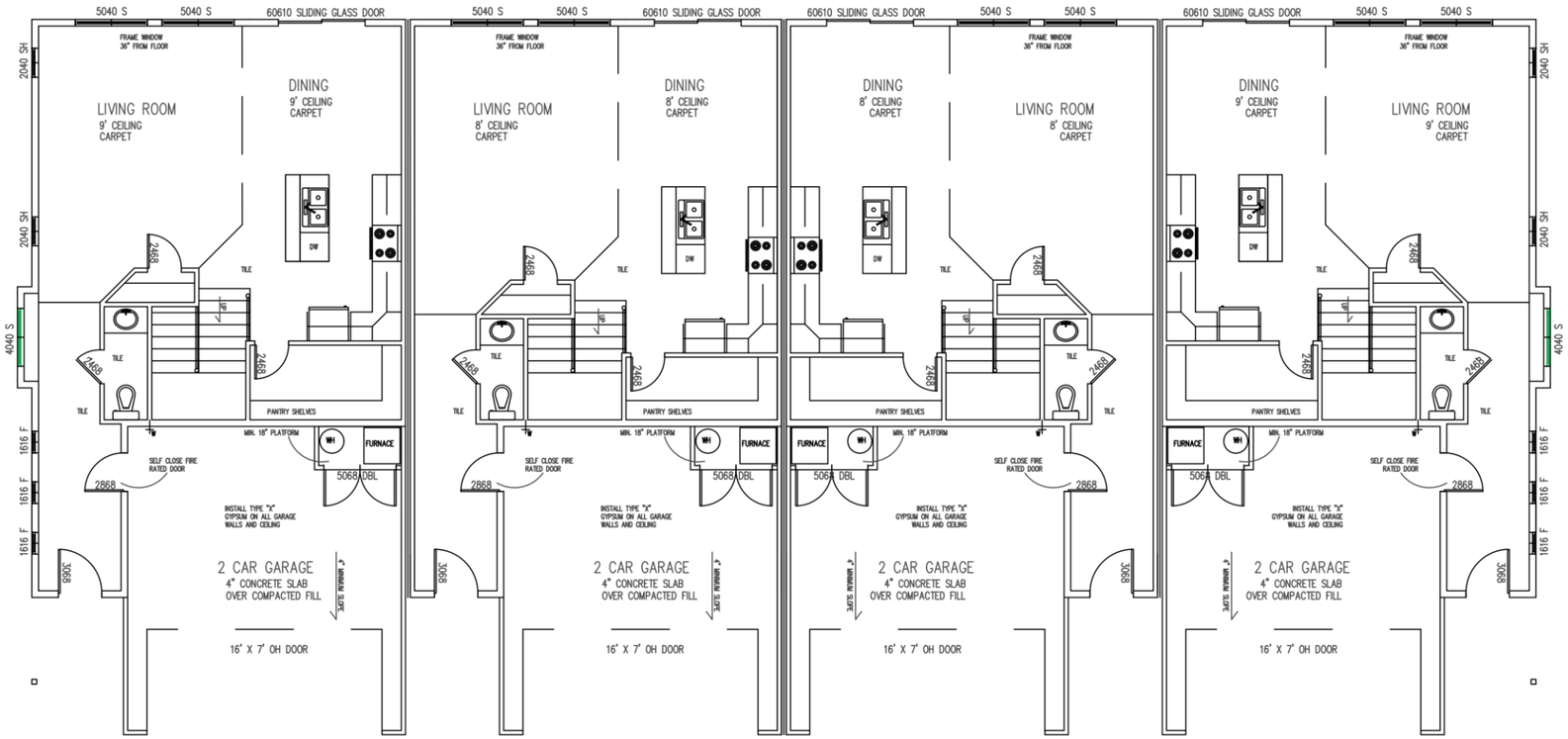
PROFESSIONAL ENGINEER
No. 5049039
6-25-21
STATE OF UTAH
CAMERON HESS PRESTON

PRELIMINARY LANDSCAPE PLAN

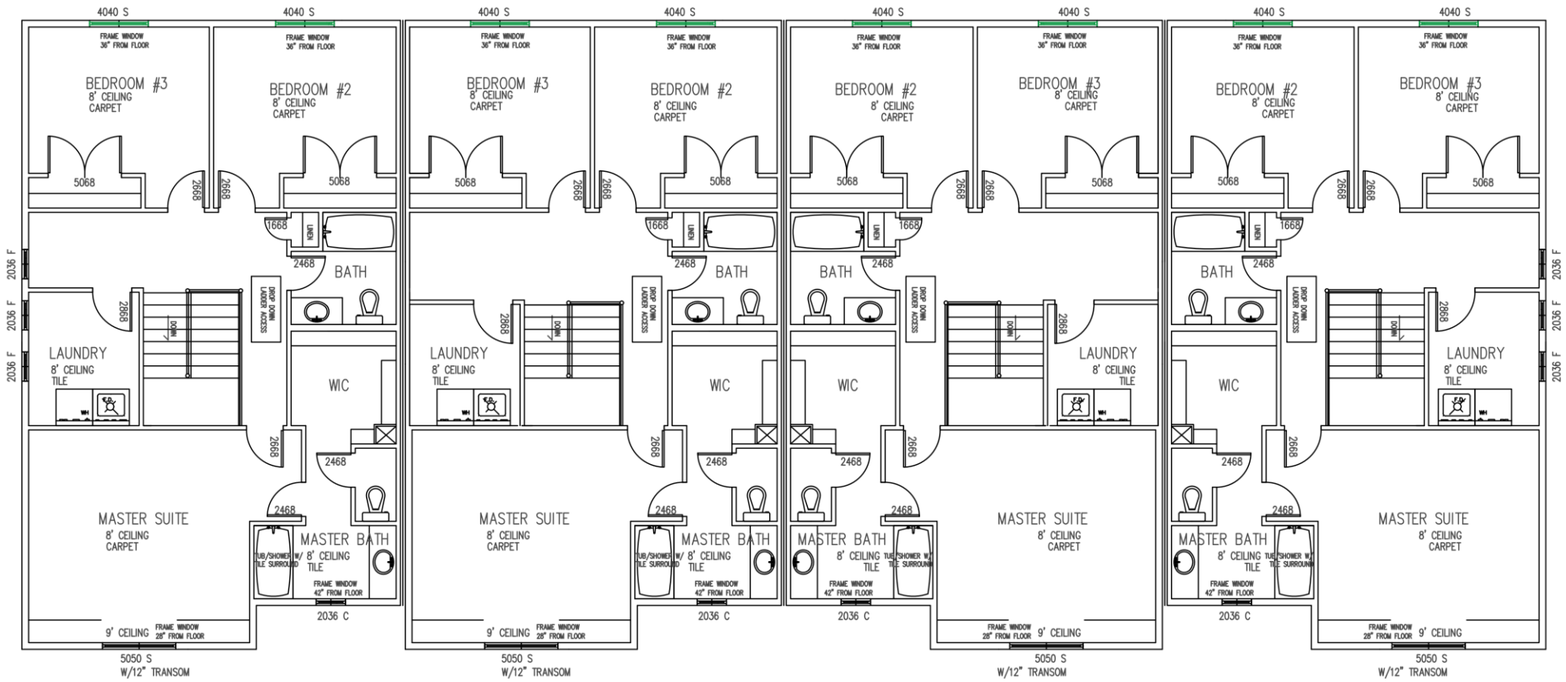
PROJECT NUMBER 10580
PRINT DATE
DRAWN BY C.WRIGHT
CHECKED BY C.PRESTON
PROJECT MANAGER C.PRESTON

L-100

4-UNIT BUILDING – MAIN & 2ND LEVEL FLOOR PLANS

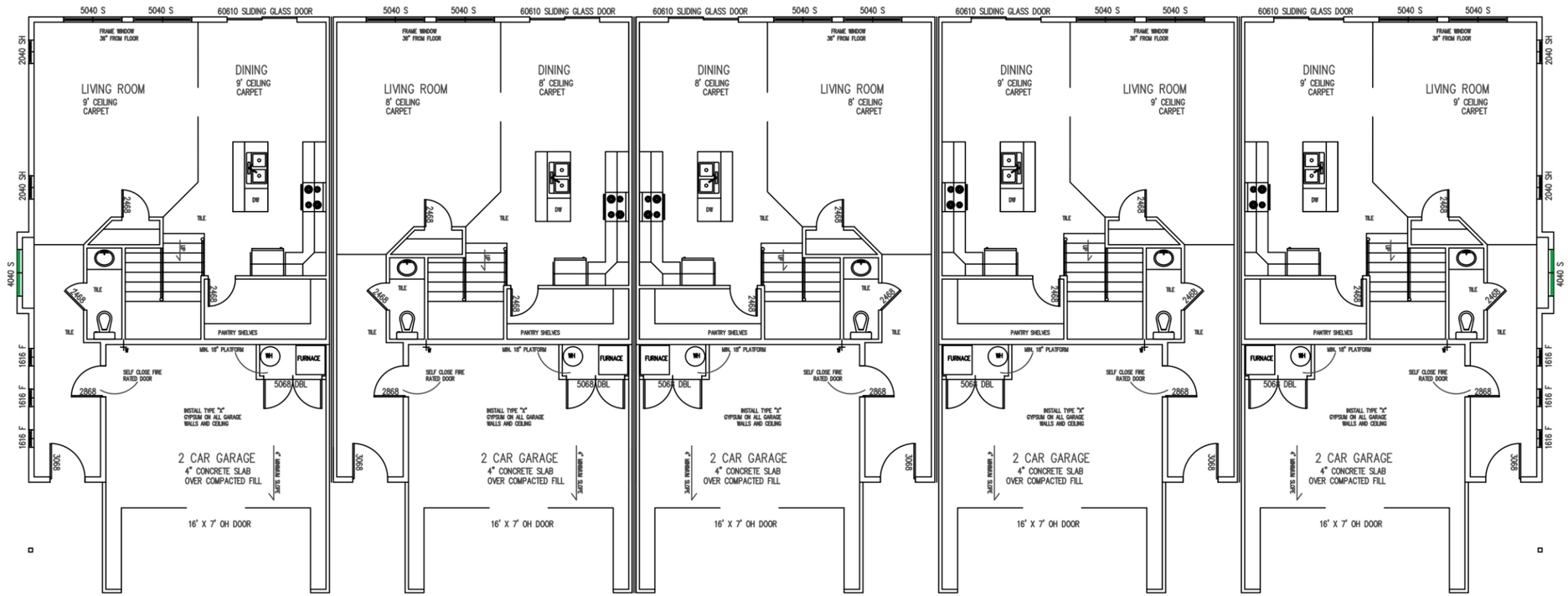


MAIN LEVEL

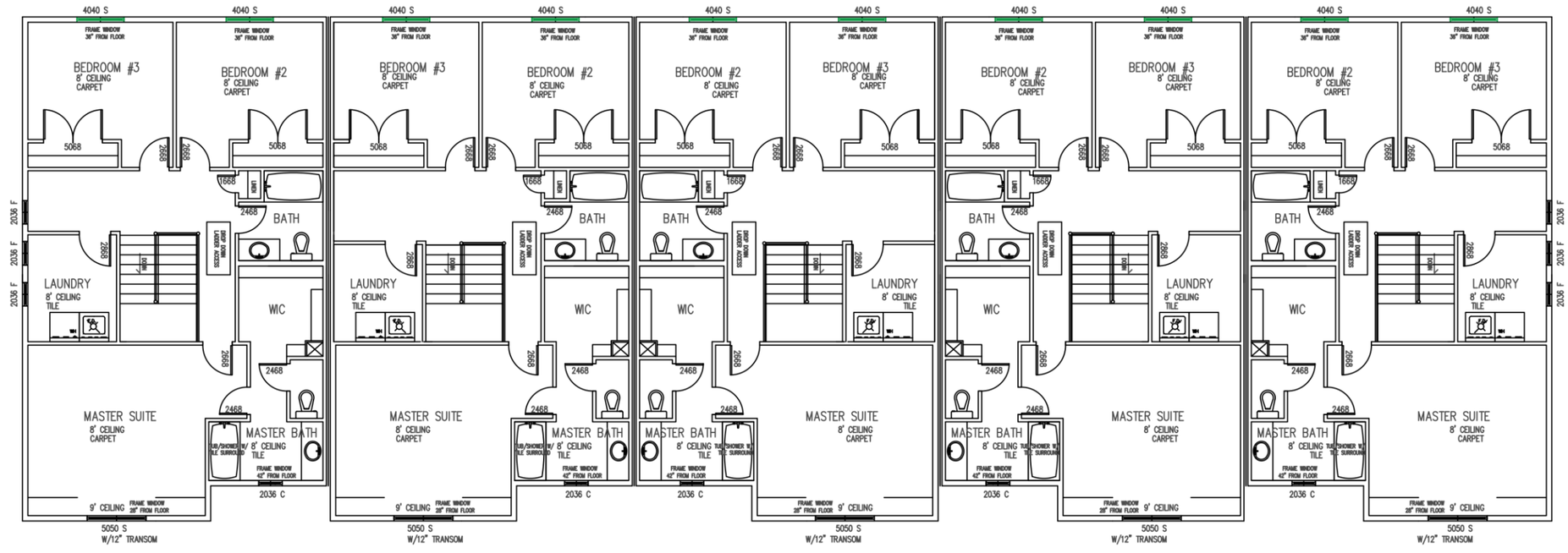


2ND LEVEL

5-UNIT BUILDING – MAIN & 2ND LEVEL FLOOR PLANS

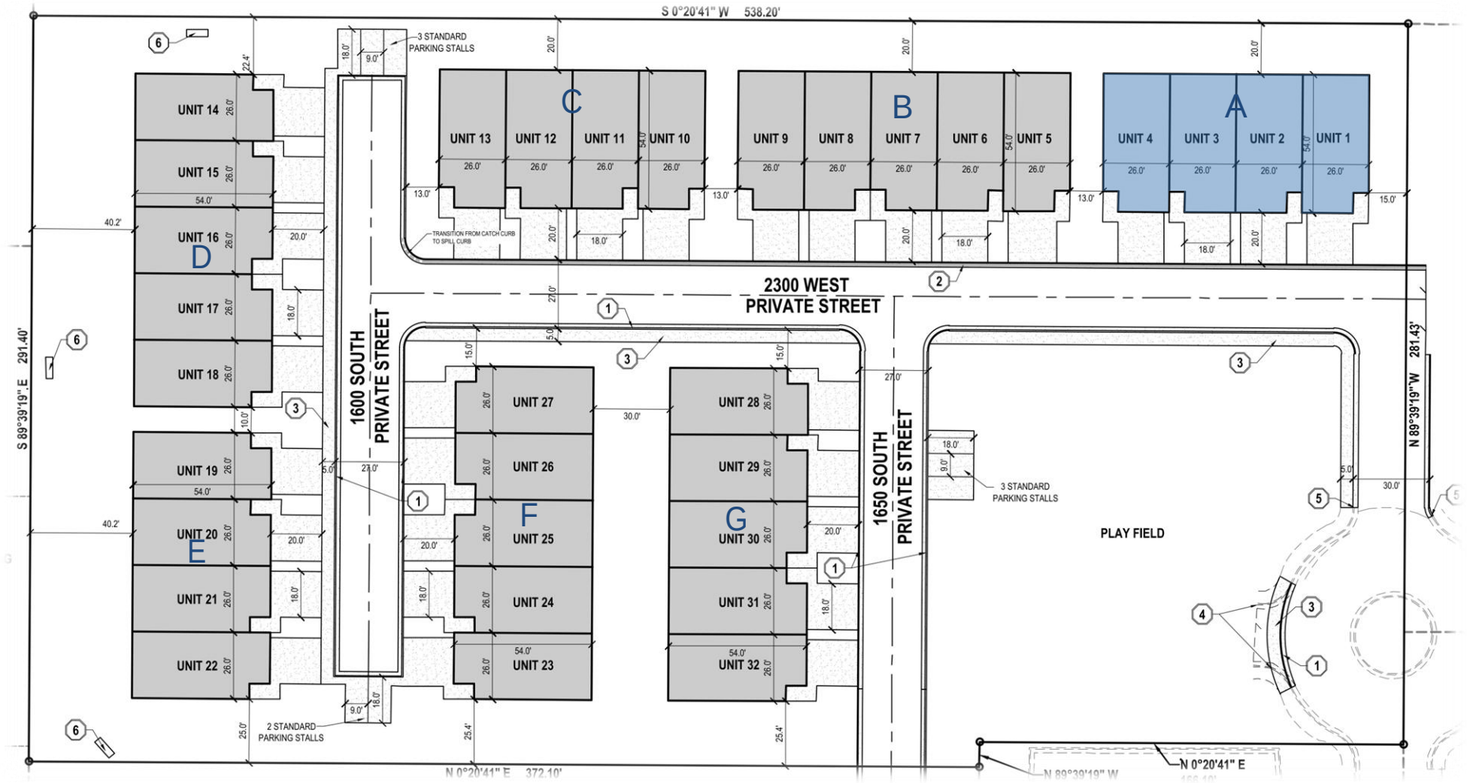


MAIN LEVEL



2ND LEVEL

BUILDING A





HARDIE PLANK - LIGHT MIST

AROUND SMALL 2ND LEVEL WINDOW & PORCH



HARDIE SHAKE SHINGLES - HARRIS CREAM

LARGE GABLES



ROOF - BLACK WALNUT



NATURAL STONE - KENSTONE LAKE

PORCH WAINSCOT & AROUND GARAGES



HARDIE SHAKE SHINGLES - ARTIC WHITE

SMALL GABLES



HARDIE PLANK - EVENING BLUE

AROUND LARGER 2ND LEVEL WINDOW



BUILDING B





HARDIE PLANK - LIGHT MIST

AROUND SMALL 2ND LEVEL WINDOW & PORCH



HARDIE SHAKE SHINGLES - HARRIS CREAM

LARGE GABLES



ROOF - BLACK WALNUT



NATURAL STONE - KENSTONE LAKE

PORCH WAINSCOT & AROUND GARAGES



HARDIE SHAKE SHINGLES - ARTIC WHITE

SMALL GABLES

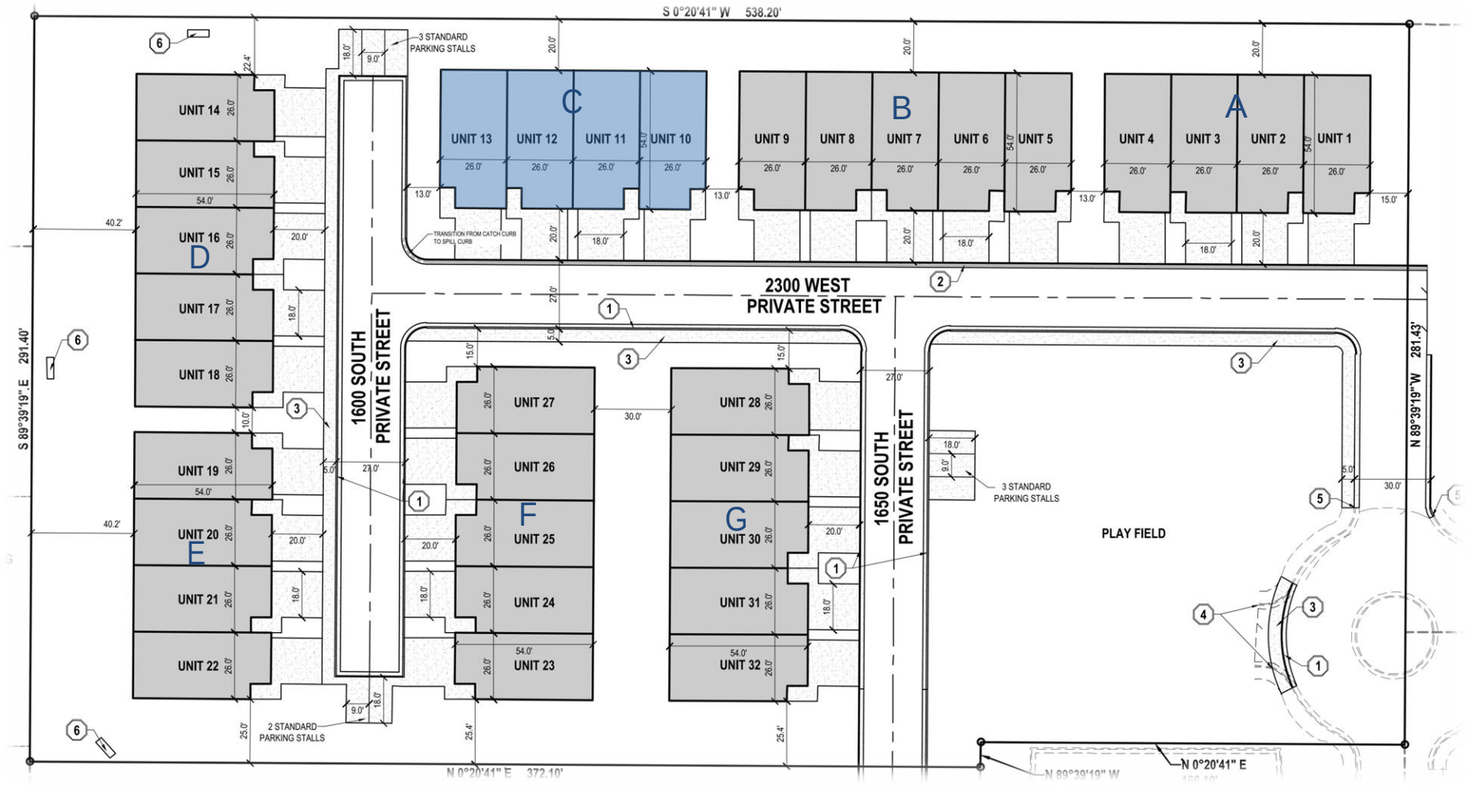


HARDIE PLANK - EVENING BLUE

AROUND LARGER 2ND LEVEL WINDOW



BUILDING C





HARDIE PLANK - LIGHT MIST

AROUND SMALL 2ND LEVEL WINDOW & PORCH



HARDIE SHAKE SHINGLES - HARRIS CREAM

LARGE GABLES



ROOF - BLACK WALNUT



NATURAL STONE - KENSTONE LAKE

PORCH WAINSCOT & AROUND GARAGES



HARDIE SHAKE SHINGLES - ARTIC WHITE

SMALL GABLES

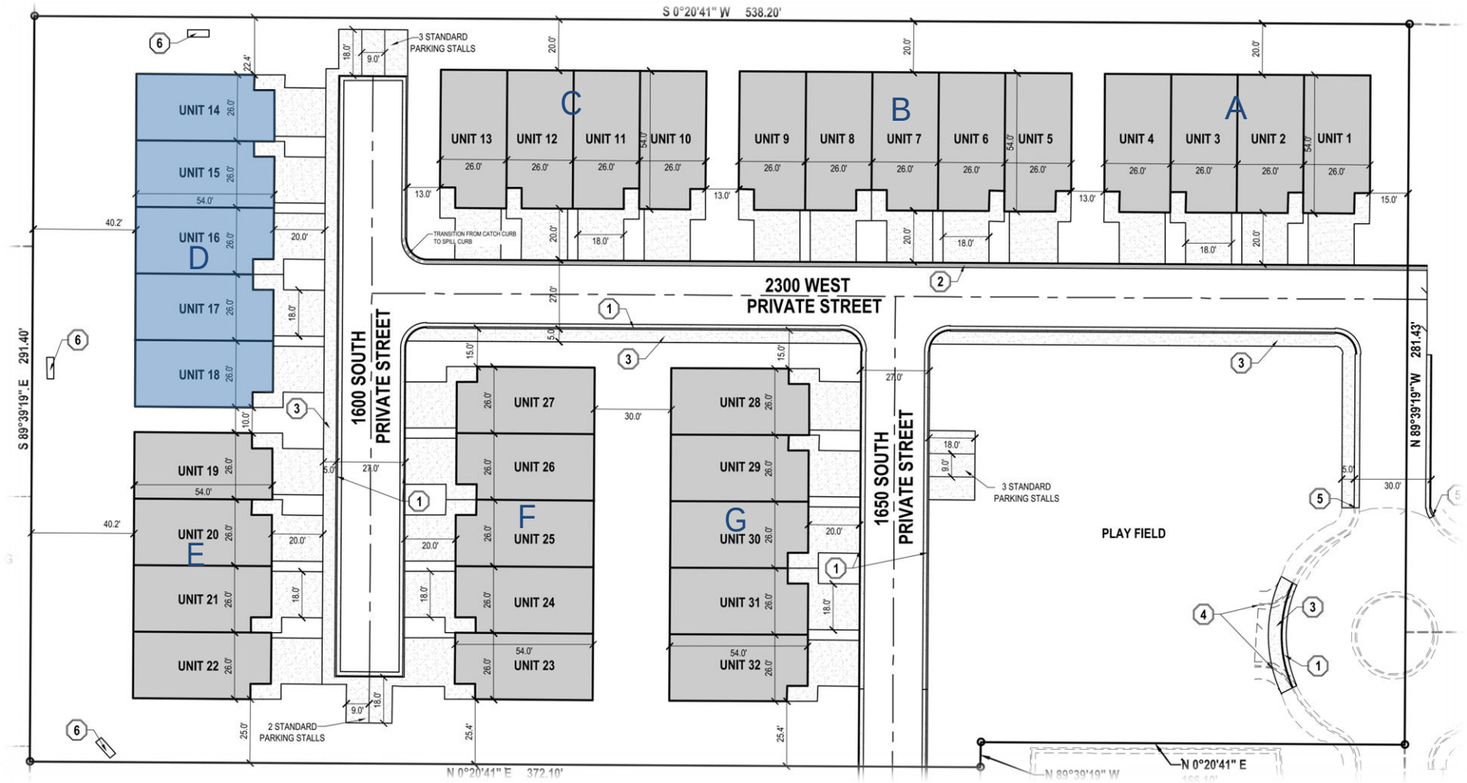


HARDIE PLANK - EVENING BLUE

AROUND LARGER 2ND LEVEL WINDOW



BUILDING D





HARDIE PLANK - LIGHT MIST

AROUND SMALL 2ND LEVEL WINDOW & PORCH



HARDIE SHAKE SHINGLES - HARRIS CREAM

LARGE GABLES



ROOF - BLACK WALNUT



NATURAL STONE - KENSTONE LAKE

PORCH WAINSCOT & AROUND GARAGES



HARDIE SHAKE SHINGLES - ARTIC WHITE

SMALL GABLES

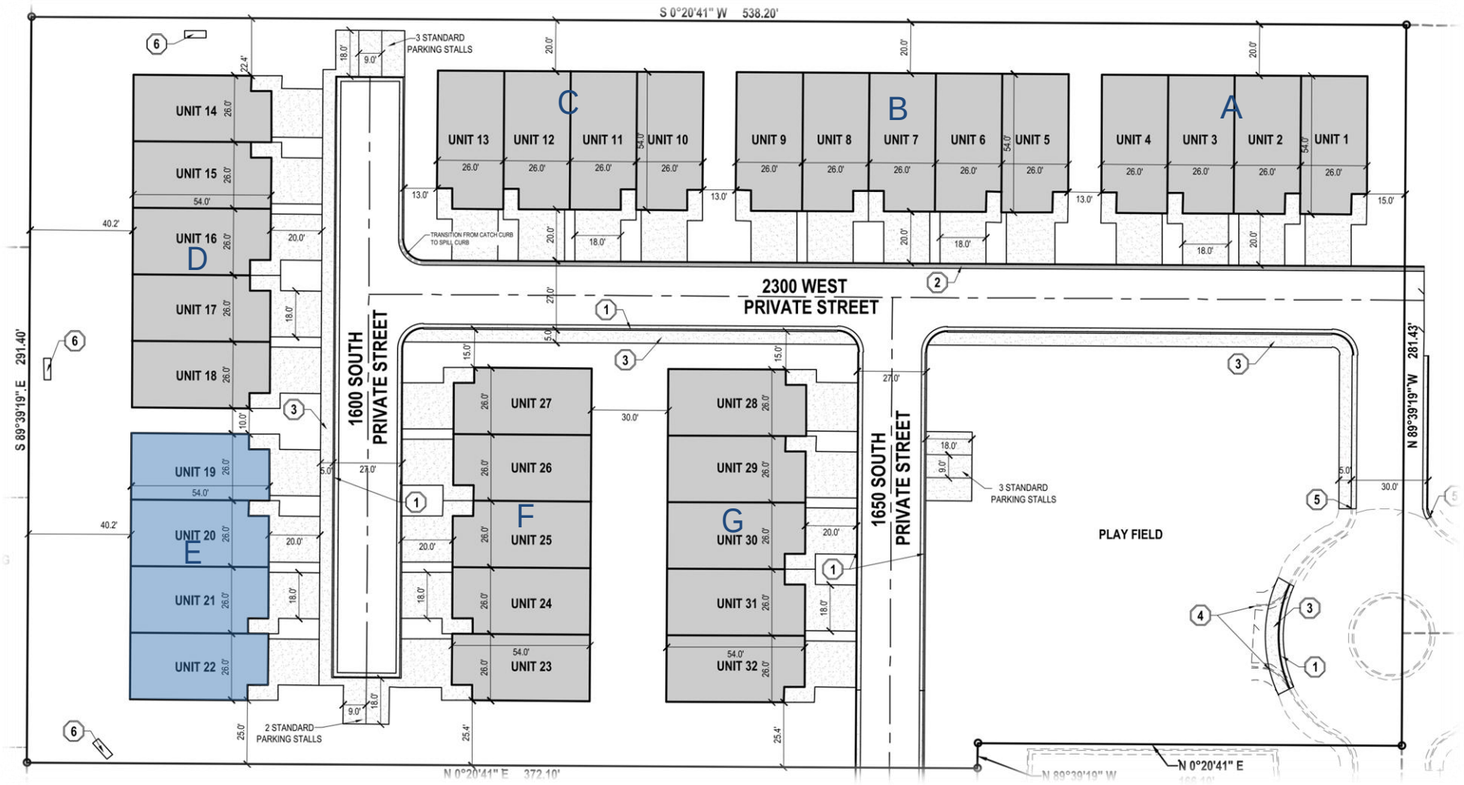


HARDIE PLANK - EVENING BLUE

AROUND LARGER 2ND LEVEL WINDOW



BUILDING E





HARDIE PLANK - LIGHT MIST

AROUND SMALL 2ND LEVEL WINDOW & PORCH



HARDIE SHAKE SHINGLES - HARRIS CREAM

LARGE GABLES



ROOF - BLACK WALNUT



NATURAL STONE - KENSTONE LAKE

PORCH WAINSCOT & AROUND GARAGES



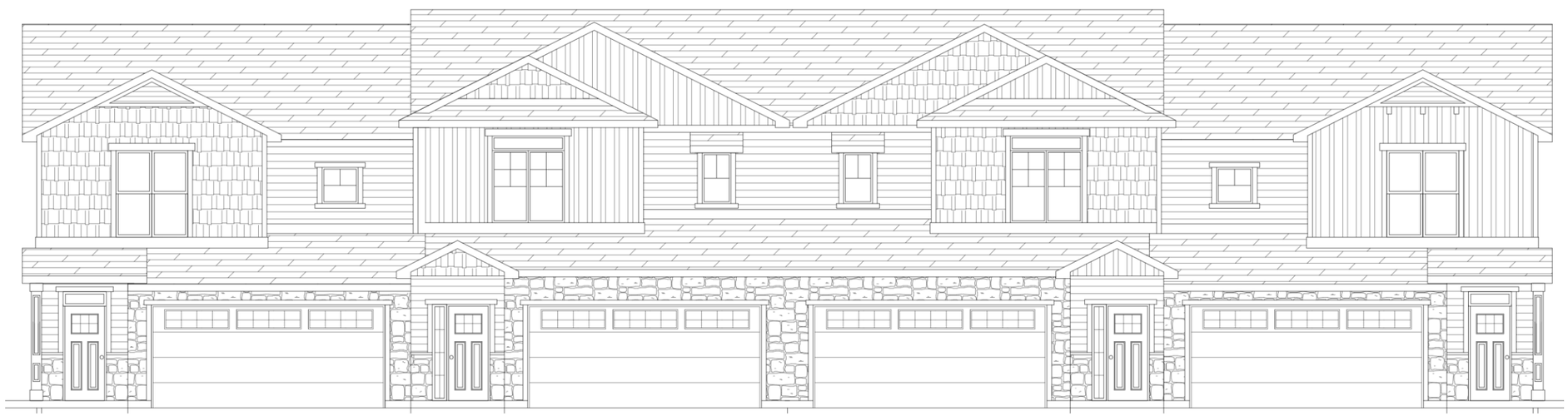
HARDIE SHAKE SHINGLES - ARTIC WHITE

SMALL GABLES

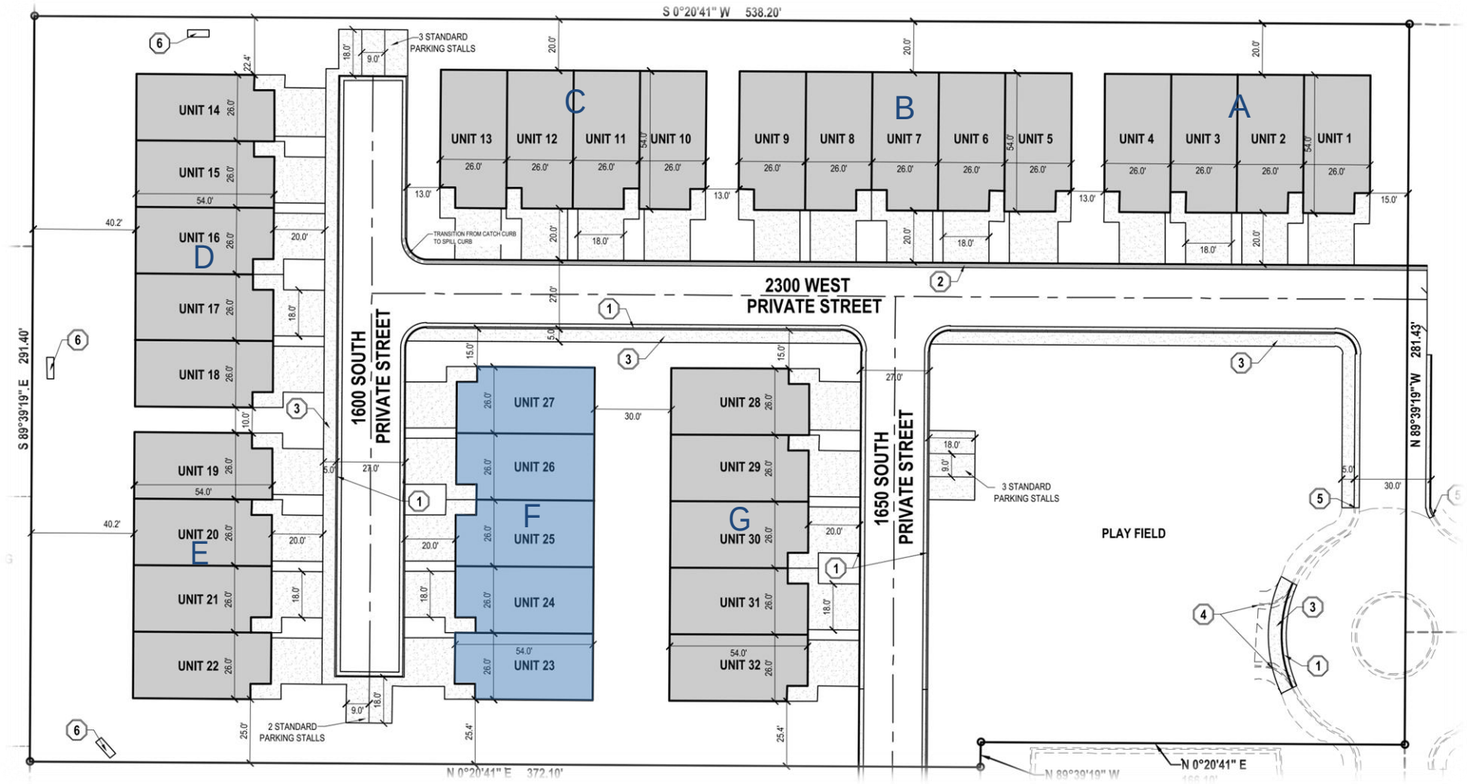


HARDIE PLANK - EVENING BLUE

AROUND LARGER 2ND LEVEL WINDOW



BUILDING F





HARDIE PLANK - LIGHT MIST

AROUND SMALL 2ND LEVEL WINDOW & PORCH



HARDIE SHAKE SHINGLES - HARRIS CREAM

LARGE GABLES



ROOF - BLACK WALNUT



NATURAL STONE - KENSTONE LAKE

PORCH WAINSCOT & AROUND GARAGES



HARDIE SHAKE SHINGLES - ARTIC WHITE

SMALL GABLES

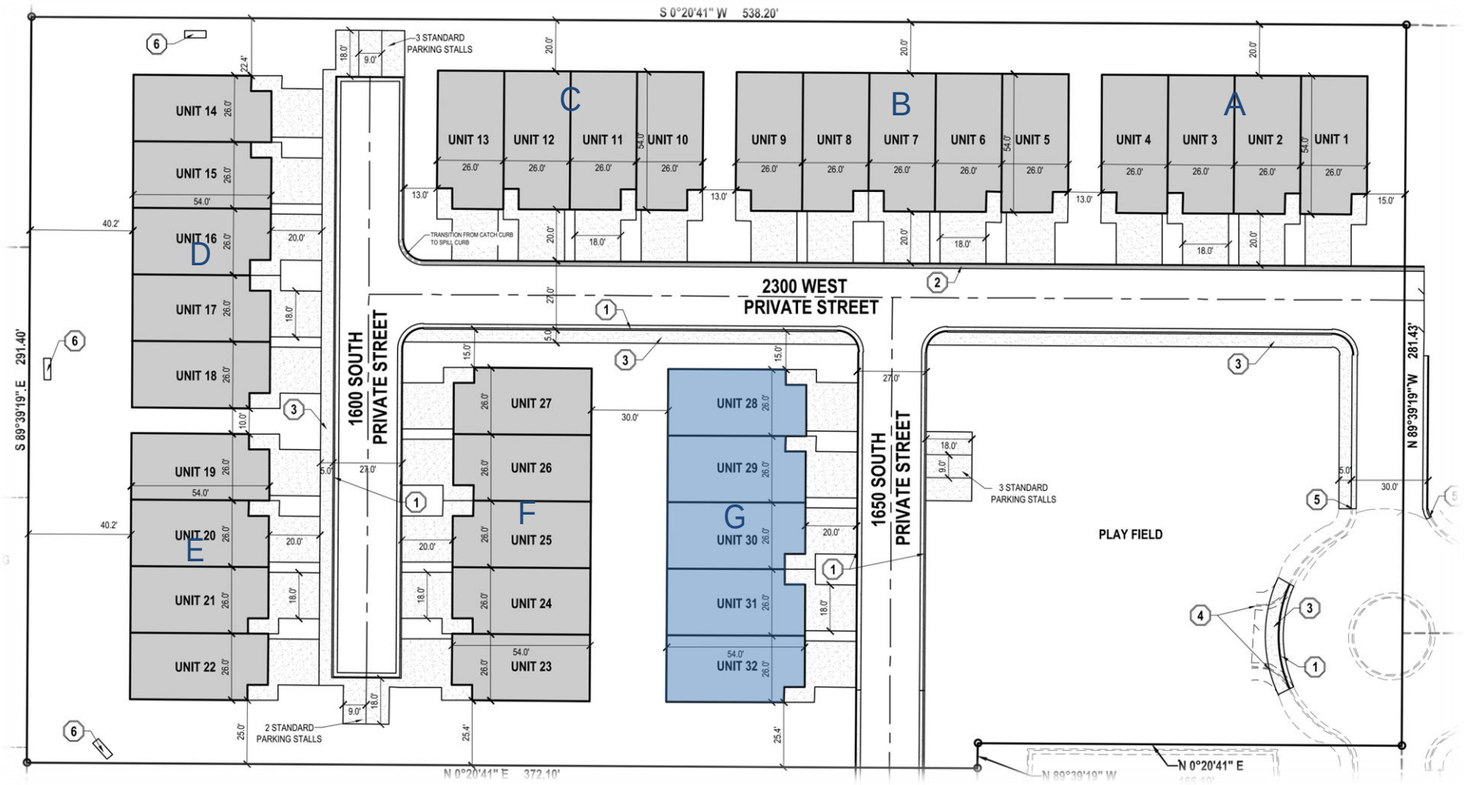


HARDIE PLANK - EVENING BLUE

AROUND LARGER 2ND LEVEL WINDOW



BUILDING G





HARDIE PLANK - LIGHT MIST

AROUND SMALL 2ND LEVEL WINDOW & PORCH



HARDIE SHAKE SHINGLES - HARRIS CREAM

LARGE GABLES



ROOF - BLACK WALNUT



NATURAL STONE - KENSTONE LAKE

PORCH WAINSCOT & AROUND GARAGES



HARDIE SHAKE SHINGLES - ARTIC WHITE

SMALL GABLES

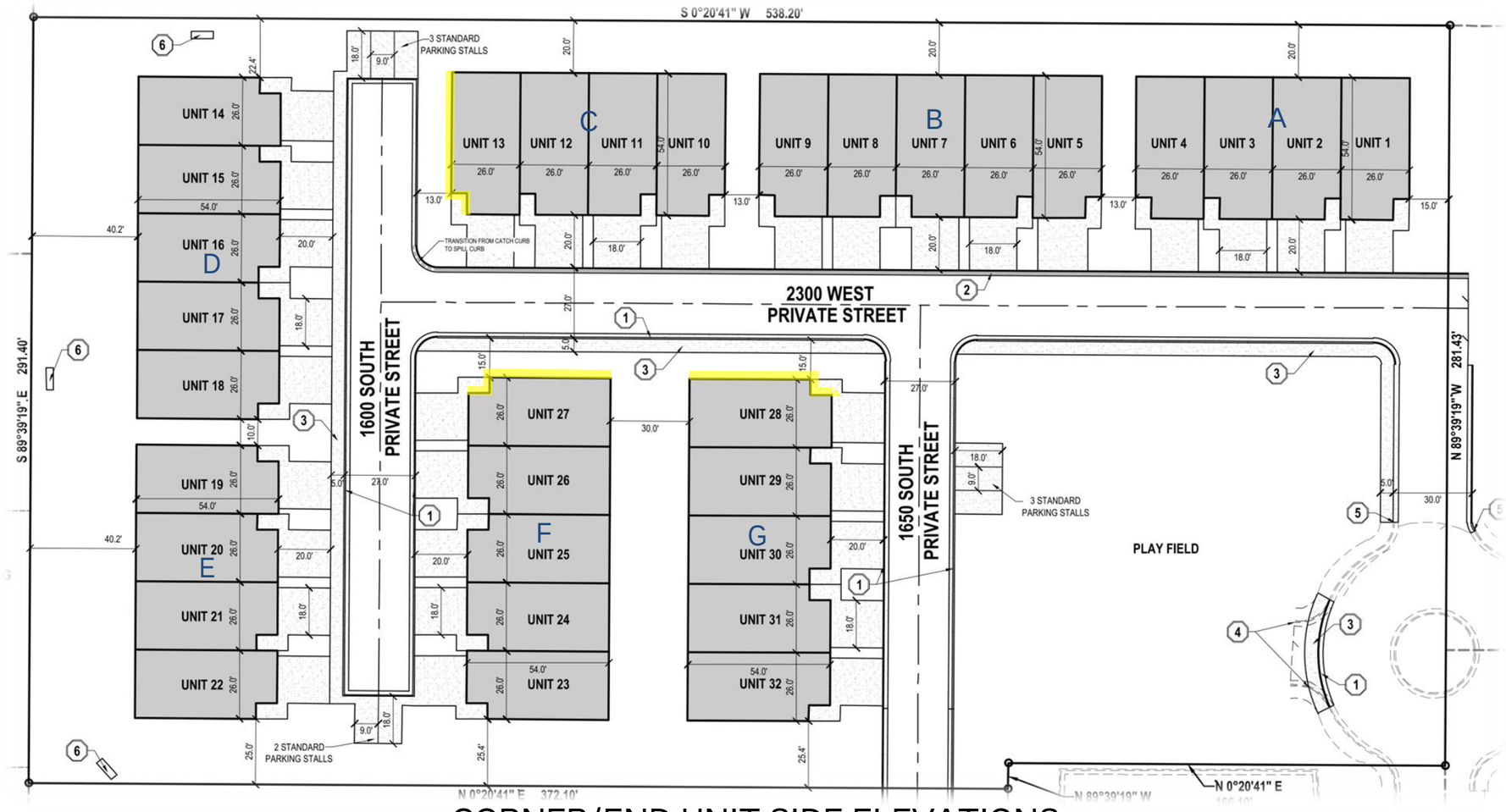


HARDIE PLANK - EVENING BLUE

AROUND LARGER 2ND LEVEL WINDOW



ASPIRE at CANTERBURY PARK



CORNER/END UNIT SIDE ELEVATIONS



RIGHT ELEVATION - UNIT 28



LEFT ELEVATION - UNITS 13 & 27

Noah Steele

From: Noah Steele
Sent: Friday, July 16, 2021 12:53 PM
To: Peter Matson
Cc: Paul Roberts
Subject: Syracuse West DA

Peter,

Just getting everything squared away for next Tuesday. I had a couple of items I think we need to discuss; buffering (see screenshots below) and development agreement. Paul is our city attorney who will help us draft up the development agreement. I'll get the ball rolling for the DA items, see list below. Please feel free to chime in if I'm missing something. I'm just trying to put into text what the drawings show.

Site

- 32 units max
- Each unit has 2 car garage parking, 2 driveway in front of garage parking. 4 dedicated stalls per unit.
- 8 guest parking stalls
- Perimeter landscape buffers:
    - East – existing precast concrete with 1 tree and 5 shrubs every 50'
    - North – 6' Precast concrete privacy with 1 tree and 5 shrubs every 50'
    - West – 3 rail vinyl w/ ped. Opening at end of north drive
    - South –
        - 6' Precast concrete privacy with 1 tree and 5 shrubs every 50' along south edge of unit 1
        - 3 rail vinyl fence adjacent to park

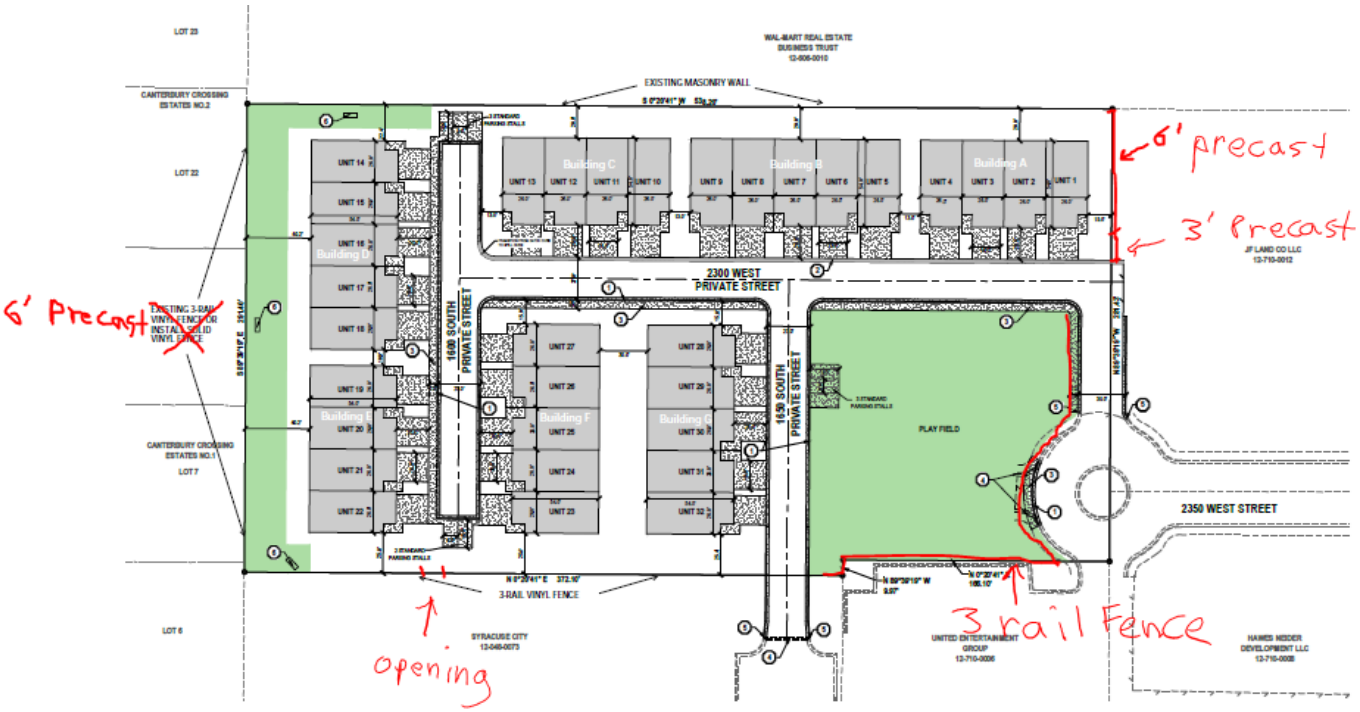
- Street trees minimum every 30 on both sides of road along all shared drives.
- Driveway connection to Canterbury Park parking lot
    - Entire cost by developer
    - Repair any landscaping or sprinklers on city side
    - Smooth asphalt transition
    - Final improvements inspected by PW
- Adopt maintenance of center roundabout landscaping

Architecture

- Build as elevations in exhibit shown with:
    - Roofline variation
    - Windows:
        - variation of muntin/mullion
        - size
        - quantity
        - location
    - No identical building next to each other
    - Each entryway is a minimum of 6' wide
    - Max 2 story
    - 2 car garages with windows in doors
    - Windows in each entry door
    - Side window or above door window by each front door
    - Materials for front façade as shown in exhibit

- Natural stone
- Hardie
- Asphalt shingles
- No vinyl siding on side or rear
- 4’ stone wainscot on side when on corner

o All units with minimum of 3 bedroom 2.5 bath





DEVELOPMENT AGREEMENT
FOR ASPIRE AT CANTERBURY PARK PLANNED RESIDENTIAL DEVELOPMENT
LOCATED AT APPROXIMATELY 2376 WEST 1700 SOUTH, SYRACUSE, UTAH

This Development Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2021, by and between **Capital Reef Management, LLC** (the "Developer"), and **Syracuse City**, a municipality and political subdivision of the State of Utah (the "City").

RECITALS:

A. The Developer owns or has under contract approximately three and fifty-six hundredths (3.56) acres of property located at approximately **2376 West 1700 South** in Syracuse, Davis County, Utah (parcel ID number 12-710-0001 and 12-710-0007), as more particularly described in Exhibit A, which is attached hereto and by this reference made a part hereof (the "Property"), proposed to be located in a Planned Residential Development (PRD) Zone, and for which the Developer, through an application initially submitted on **July 8, 2021**, has proposed development (the "Project") and presented a Development Plan (the "Development Plan"), which is attached hereto as Exhibit B and incorporated by this reference.

B. City code requires the execution of a Development Agreement between the Developer and the City prior to zone change, in order to facilitate orderly development.

C. The request for development was accompanied by a requested zone change, upon which this agreement and the eligibility for preliminary plat will be wholly contingent.

D. The Parties acknowledge that the level of density accomplished in the Project, as well as its associated value, would not be possible without this zone change and the quality of product and theme that have been proposed by the Developer.

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

1. **Property Affected by this Agreement.** The legal description of the Property contained within the Project boundaries to which this Agreement applies is attached as Exhibit A and incorporated by reference.

2. **Compliance with Current City Ordinances Required.** Unless specifically addressed in this Agreement, the Developer agrees that any development of the Property shall be in compliance with city ordinances in existence on the date of execution of this Agreement. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances. Notwithstanding this

section, the development application shall be consistent with the themes and plan established by this Agreement, unless the City Council first approves such deviations, which shall serve as an amendment to this Agreement.

3. **Development Plan.** The Developer shall ensure all development is in conformance with the Development Plan which has been reviewed by the Planning Commission and City Council. The Development Plan includes a site plan, landscape plan and architectural theme/elevations/floor plans, is attached to this Agreement as Exhibit B and is incorporated by this reference. Unless specifically excepted by the Agreement, the Syracuse Municipal Code applies to all aspects of the Project, even if the Development Plan is inconsistent with those codes.

4. **Development Theme.** The Developer has submitted themes proposed to govern the homes to be constructed within the subdivision in the Development Plan (Exhibit B). The Parties agree that the elevations provided are attached as concepts and illustrative themes only and may not comply with all City zoning and building requirements. The Parties acknowledge and agree that, notwithstanding the elevations' inclusion in this Agreement, before any homes are built in the Project, the home plans, elevations and designs must be approved by the City and must comply with all applicable City ordinances, codes and other requirements. The inclusion of a specific feature in a theme drawing does not entitle the Developer to include that feature if it is inconsistent with City code.

5. **Architectural Thematic Elements.** Notwithstanding any other provision of this Agreement, Developer shall strictly comply with the following requirements related to architectural thematic elements in the Project:

a) Varied rooflines;
b) Buildings may not exceed two stories;
c) Windows will vary in their muntin/mullion, and be of the size, quantity and location identified in the Development Plan;
d) Buildings of identical facades shall not be located abutting one another;
e) Two-car garages shall be provided for each unit, with windows in the garage doors;
f) Each unit's front entrance shall include a window within the door, and a window to the side of the door, or above
g) Building materials for the front façade shall be constructed as depicted in the Development Plan, including natural stone, cementitious fiber-board, asphalt shingles, and a four foot (4') stone wainscot on the corners
h) No vinyl siding shall be utilized on the side or rear of the buildings
i) Each unit shall have at least three (3) bedrooms and at least two and one-half (2 ½) bathrooms.

6. **Landscaping.** The Developer shall landscape and improve all open spaces around or adjacent to building lots, as well as common spaces. The Developer or applicable homeowner's association shall replace any dead street trees planted within park strips owned or maintained by the Developer or applicable homeowner's association, within six months of notification of the tree's death.

a) **Landscape Buffers.** The following apply to buffers along each perimeter:
   (i) East buffer shall utilize the existing precast concrete, and shall include at a minimum one (1) tree and five (5) shrubs every fifty feet (50').
   (ii) North buffer shall include at a minimum a six foot (6') vinyl privacy fence with one (1) tree and five (5) shrubs every fifty feet (50').
   (iii) West buffer shall be a three-rail vinyl fence with pedestrian access at the end of the North drive
   (iv) South buffer shall include a six-foot (6') precast concrete privacy fence with at a minimum one (1) tree and five (5) shrubs every fifty feet (50') along the South edge of Unit 1, and with a three-rail vinyl fence adjacent to the play field.

b) **Street Trees.** The Developer shall plant trees at least every thirty feet (30') on both sides of road on all shared drives.

c) **Roundabout Maintenance.** Developer or a subsequently formed home-owner's association shall be solely responsible for the maintenance of landscaping within the roundabout planter located on the South side of the Project.

7. **Minimum Lot Standards.** All lots designed for this Project meet or exceed the standards set forth in City Code.

a) **Density.** The lots in the Project represent a net density of 8.98 units per acre. The maximum number of lots in the Project is 32.

b) **Common Space.** The project contains at least 20% of common spaces which are generally contiguous and meet all other applicable standards of the City Code and PRD Zone or has been reduced through agreement to pay an in lieu fee in Section 8 of this Agreement.

c) **Building Height.** Buildings built within the Project may be two stories, but no more than 35 feet in height from grade.

d) **Parking.** Each unit shall include a 2-car garage and a driveway of sufficient width to accommodate two additional vehicles, resulting in four dedicated stalls per unit.

e) **Drive Connection to Canterbury Park.** The Developer shall, at entirely its own expense, install the drive connection to Canterbury Park as described on the Development Plan, including establishing a smooth asphalt transition and repairing any landscaping or irrigation systems damaged on City property due to the installation of the drive connection. The drive improvements are subject to inspection and approval by Syracuse City Public Works.

f) **Layout, Circulation and Connectivity.** The layout of the Project as shown in the Preliminary Plat, attached hereto as Exhibit C and incorporated by reference, is approved by the City.

8. **Homeowner Association.** The Developer warrants and provides assurances that all landscaping, private drives, and amenities located within the Project shall be maintained by a private homeowner's association. The association shall either be created for this Property, or it shall be absorbed by another Association. All costs of landscaping, private drive and amenity

maintenance, replacement, demolition, cleaning, snow removal, or demolition, shall be borne exclusively by the homeowner's association. The City shall have no maintenance responsibility in relation to the property owned by the homeowner association and shall only plow and maintain public roads that are designated as public on the plat.

9. **Onsite Improvements.**

a) The Developer (and/or any subsequent owner of the Project) shall be responsible for the installation of all onsite parking, drive aisles, culinary water, secondary water, sewer, and storm drainage improvements sufficient for the development of the Project in accordance with the City Code. The culinary water, secondary water, sewer, stormwater detention basin, and storm drain connections shall be made where and as approved by the City, which approval will not be unreasonably withheld. The existing utilities stubbed into the property are privately owned and approvals for connection to those mains shall be approved by the utility owner. The City does not object to connecting to those mains provided they are adequately sized to service the development. The City shall have no responsibility of maintenance related to the improvements.

b) **Guest Parking.** The Project shall include at least eight guest parking stalls, as provided in the Development Plan.

10. **Culinary Water**.

a) The Developer shall meet or exceed the minimum culinary water requirements set forth in the Utah Division of Drinking Water R309-105 and Syracuse City Engineering Standards and Specifications.
b) Two connections to the City's culinary system are required and no more than fifteen (15) services may be served off a dead end culinary main.

11. **Agreement to Run with the Land.** This Agreement shall be recorded against the Property as described in Exhibit A hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of the Developer in the ownership and development of any portion of the Project.

12. **Vested Rights.** The City and Developer intend that this Agreement be construed to grant the Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the effective date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and in addition to those rights that exist under statute, common law and at equity. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances. By electing to submit a development application under a new future ordinance, however, Developer shall not

be deemed to have waived its right to submit or process other development applications under the City Code that applies as of the effective date of this Agreement. Notwithstanding this section, the development application shall not be inconsistent with the themes and plan established by this Agreement, without prior City Council approval of that application, which shall serve as an amendment to this Agreement.

13. **Assignment.** Neither this Development Agreement nor any of the provisions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement and without the prior written consent of City, which review is intended to assure the financial capability of any assignee. Such consent shall not be unreasonably withheld.

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

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

16. **Notices.**

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

To Developer:

Capital Reef Management, LLC
520 North 900 West
Kaysville, UT 84037

To the City:

Syracuse City Attorney
1979 West 1900 South
Syracuse, Utah 84075

With a Copy to:

Syracuse City Manager
1979 West 1900 South
Syracuse, UT 84075

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

17. **Amendment.**

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

18. **General Terms and Conditions.**

a) Termination. The Parties may, by written Agreement, terminate this Development Agreement by mutual consent. Such termination shall be in writing, including a resolution by the Council agreeing to the termination.

b) Default & Limited Remedies. If either the Developer or the City fails to perform their respective obligations under the terms of this Agreement, the party believing that a default has occurred shall provide written notice to the other party specifically identifying the claimed event of default and the applicable provisions of this Agreement that is claimed to be in default. The party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. The parties shall meet and confer in an attempt to resolve the default but, in the event they are not able to do so, the parties shall have the rights and remedies available at law and in equity, including injunctive relief and specific performance, but excluding the award or recovery of any damages. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights.

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

d) Referendum or Challenge. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including zone changes or the approval of development agreements. The Developer agrees that the City shall not be found to be in breach of this Agreement if such a referendum or challenge is successful. In such a case, this Agreement is void at inception.

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

f) No Officer or Employee Interest. It is understood and agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This section does not apply to elected offices.

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

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

Capital Reef Management, LLC

By: _____
Owner/Manager

_____ _____
Signature Date

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2021, personally appeared before me _____, the authorized signer and trustee of **_____,** whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Development Agreement on behalf of said company and who duly acknowledged to me that he/she executed the same for the purposes therein stated.

_____
Notary Public

SYRACUSE CITY

By _____
Mike Gailey, Mayor

Attest:

_____
Cassie Z. Brown, MMC
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2021, personally appeared before me Mayor Mike Gailey, the authorized signer of Syracuse City, whose identity is personally known to me, to be the person who executed the Development Agreement on behalf of Syracuse City, and who duly acknowledged to me that he executed the same for the purposes therein stated.

_____
Notary Public

Approved as to Form:

_____
Paul H. Roberts
City Attorney

EXHIBIT A

PROPERTY BOUNDARY DESCRIPTIONS

Parcel 12-710-0001

ALL OF LOT 1, SYRACUSE WEST PHASE 1 SUBDIVISION. CONT. 2.03000 ACRES.

Parcel 12-710-0007

ALL OF LOT 7, SYRACUSE WEST PHASE 1 SUBDIVISION. CONT. 1.54000 ACRES.

EXHIBIT B

Development Plan

Including: Site Plan, Landscaping Plan, and Architectural Theme/Elevations/Floor Plans

EXHIBIT C

Preliminary Plat

COUNCIL AGENDA

July 27, 2021

LEGISLATIVE ITEM

Agenda Item **"e.2"** **Potential Amendment of Holt D.A.**

Factual Summation

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

Location:	Approx. 1225 W Antelope Drive
Acreage:	1.145 ac
Current Zoning:	Mixed Use Development (MXD)
Proposed Use:	Office Condos

Summary

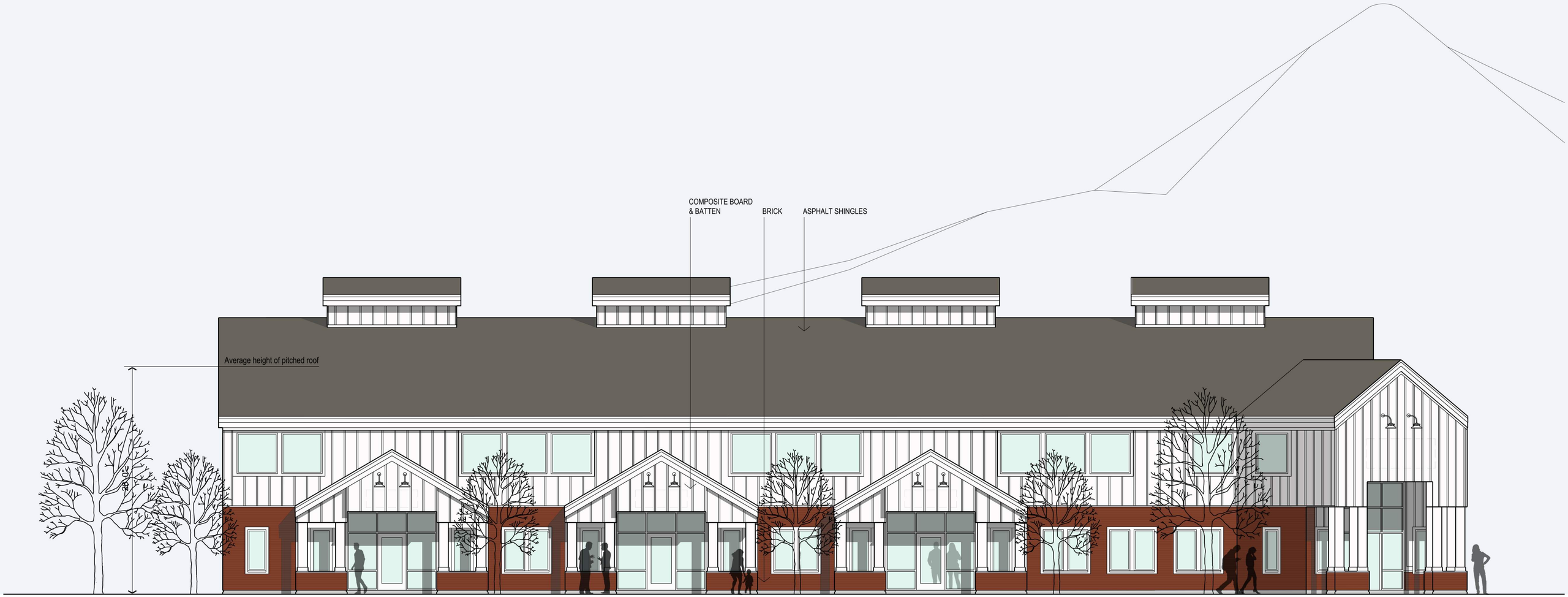
The Holt Garden Homes development was approved by the city in 2020 and it's corresponding development agreement was signed in October of 2020. The development consists of 309 apartment units and 43 townhomes. The required commercial component of the project is located on the northeast corner of the property and is proposed to be 16,800 sf. The commercial portion of the development has undergone site plan review with the Planning Commission but was denied because the proposed architecture for both buildings was not two stories as required by ordinance. The Planning Commission reviewed the potential of amending the .mxd ordinance to allow for the proposed design but decided that was not recommended. The applicant then petitioned the City Council to amend the development agreement asking for an exception to the architectural requirements which was met with a favorable outlook. Council found the proposed development to be attractive even though it did not meet all of the architectural requirements. Anytime a development agreement approves an exception to the ordinance, it must be routed through the same process as an ordinance amendment, which includes holding a public hearing, recieving recommendation from Planning Commission, and final approval by City Council.

Recommendation

Planning Commission is recommending approval of this item with a 5-0 vote following a public hearing where no comments were recieved.

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SANDERS ASSOCIATES ARCHITECTS
www.sandersarch.com

Exhibit to Development Agreement

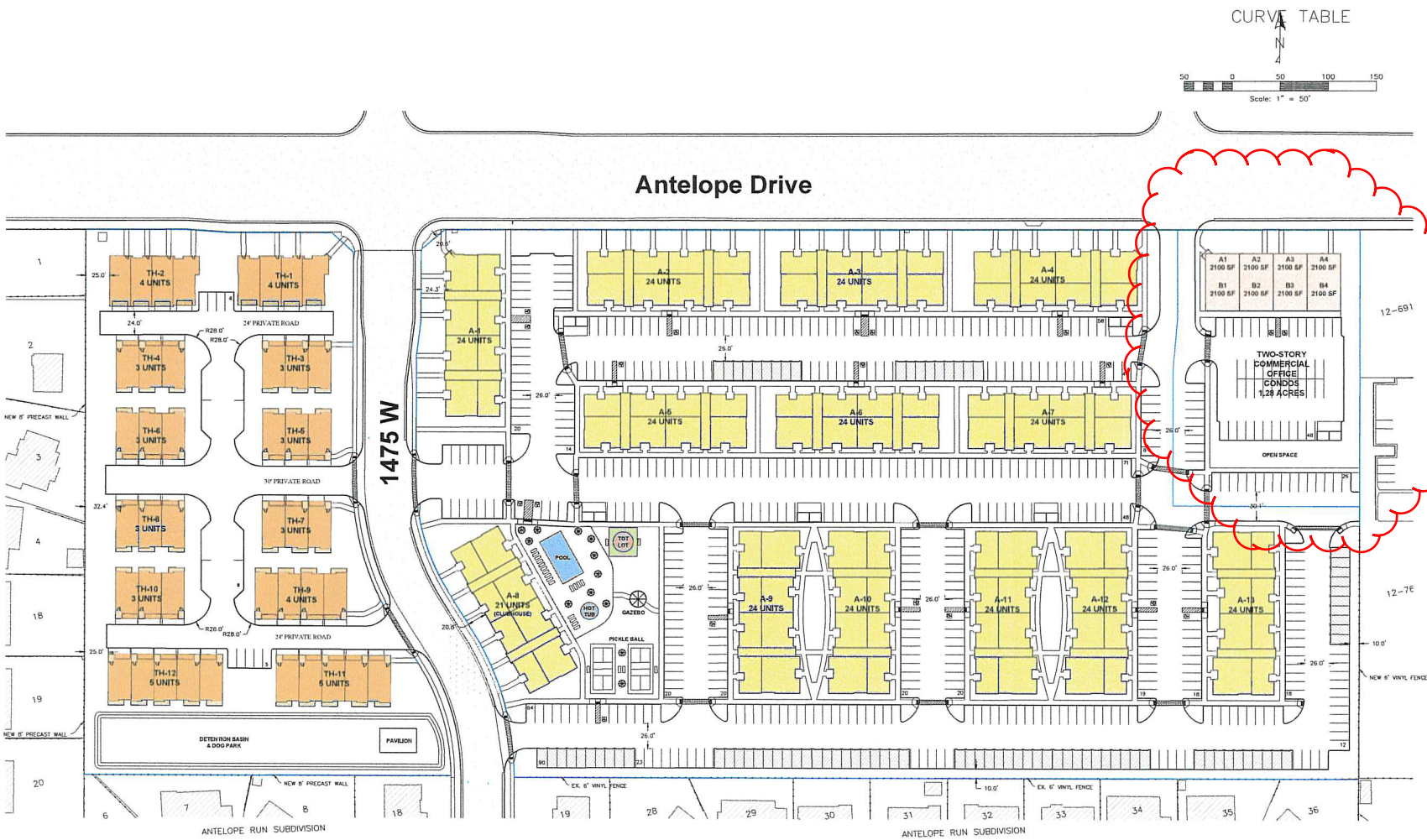


south ELEVATION
3/16" = 1'-0"

EXTERIOR BUILDING MATERIAL AREAS:
Brick 32%
Board/Batten & Glass 68%

SYRACUSE OFFICE CONDO'S
WRIGHT DEVELOPMENT GROUP
08.28.2020

Exhibit to Development Agreement



Site Information

LOCATED IN	SYRACUSE CITY, DAVIS COUNTY	COMMERCIAL		APARTMENTS		TOWNHOMES		AMENITIES	APARTMENT UNITS
ORIGINAL PROPERTY	16.56 ACRES	36 SF / 1,000 RESIDENTIAL REQUIRED (402,539 SF RESIDENTIAL SF / 1,000) * 36 SF = 14,491 SF REQ'D		APARTMENT UNITS	309	TOWNHOME UNITS	43	- CLUBHOUSE	EACH APARTMENT COMPLEX FOOTPRINT: 9,230 SF
COMMERCIAL PROPERTY	1.28 ACRES	COMMERCIAL PROVIDED = 16,800 SF		OPEN PARKING STALLS	520	GARAGE PARKING STALLS	86	- GYM	1 BEDROOM UNIT: 840 SF 156 UNITS
MULTI-FAMILY PROPERTY	15.28 ACRES			GARAGE PARKING STALLS	90	VISITOR PARKING STALLS	17	- 2 PICKLEBALL COURTS	2 BEDROOM UNIT: 1,150 SF 118 UNITS
TOTAL UNITS	352	COMMERCIAL PARKING 48		CROSS/SHARED PARKING	48			- TOT LOT	3 BEDROOM UNIT: 1,475 SF 35 UNITS
OVERALL DENSITY	23.64 UNITS/ACRE	COMMERCIAL REQ'D 43 (2.5 STALLS/1,000 SF)		TOTAL PARKING STALLS	658	TOTAL PARKING STALLS	103	- OPEN GREEN SPACES	
OVERALL PARKING DENSITY	2.12 STALLS/UNIT			APARTMENT PARKING DENSITY	2.13 STALLS/UNIT	TOWNHOME PARKING DENSITY	2.40 STALLS/UNIT	- DOG PARK	TOWNHOME UNITS:
BUILDING AREA:	190,003 SF - 26.3%	BUILDING AREA: 8,400 SF		BUILDING AREA:	119,990 SF	BUILDING AREA:	61,640 SF	- PAVILION	EACH TOWNHOME FOOTPRINT AVG: 1,700 SF
HARD SUFACE AREA:	345,305 SF - 47.9%	HARD SUFACE AREA: 33,604 SF		HARD SUFACE AREA:	278,307 SF	HARD SUFACE AREA:	33,394 SF		2 & 3 BEDROOM UNIT AVG: 1700 SF 43 UNITS
LANDSCAPE AREA:	186,008 SF - 25.8%	LANDSCAPE AREA: 13,582 SF		LANDSCAPE AREA:	93,064 SF	LANDSCAPE AREA:	79,342 SF	= APARTMENT UNITS	
								= TOWNHOME UNITS	
								= COMMERCIAL	

HUNT ENGINEERING, LLC
6619 Willow Creek Rd
Mountain Green, UT 84050
C. 801.604.4724
thomas.hunt@hunt-engineering.com

Holt
1283 West Antelope Dr
Syracuse, UT

Proposed Site Plan

Revisions	Date

ENGINEERS STAMP
PROFESSIONAL ENGINEER
THOMAS J. HUNT
STATE OF UTAH

PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 6/25/2020
Name: Holt

SHEET 1 OF 1 SHEETS

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www.sandersarch.com

3-4-21 Submittal



north ELEVATION
3/16" = 1'-0"

SYRACUSE OFFICES
HUGHES HOLDINGS LLC,
02.04.2021

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3-19-21 Submittal



north ELEVATION
3/16" = 1'-0"

SYRACUSE OFFICES
HUGHES HOLDINGS LLC,
03.18.2021

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3-25-21 Submittal



north ELEVATION
3/16" = 1'-0"

BUILDING MATERIAL AREAS - north

GLASS - 385.5 SF
SIDING - 1,457.5 SF
BRICK - 274 SF
METAL FASCIA - 198 SF

HOLT OFFICE BUILDINGS
SYRACUSE, UTAH - HUGHES HOLDINGS LLC,
03.24.2021

SAA
SANDERS ASSOCIATES ARCHITECTS
www.sandersarch.com

4-8-21 Submittal



north ELEVATION
3/16" = 1'-0"

BUILDING MATERIAL AREAS - north

GLASS - 385.5 SF
SIDING - 1,457.5 SF
BRICK - 274 SF
METAL FASCIA - 198 SF

HOLT OFFICE BUILDINGS
SYRACUSE, UTAH - HUGHES HOLDINGS LLC,
03.24.2021

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5-3-21 Submittal



north ELEVATION
3/16" = 1'-0"

BUILDING MATERIAL AREAS - north

GLASS - 407 SF
SIDING - 1,367 SF
BRICK - 114 SF
METAL FASCIA - 198 SF
STONE - 266 SF

HOLT OFFICE BUILDINGS
SYRACUSE, UTAH - HUGHES HOLDINGS LLC,
04.30.2021

SAA
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5-7-21 Submittal



north ELEVATION
3/16" = 1'-0"

SYRACUSE OFFICES
HUGHES HOLDINGS LLC,
02.04.2021

FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT FOR THE HOLT GARDEN HOMES PROJECT, DAVIS COUNTY, UTAH

This Amendment to the Development Agreement ("Agreement") dated October 20, 2020, by and between **WDG KHC SYRACUSE, LLC,** a Utah limited liability company (the "Developer"), and **SYRACUSE CITY**, a municipality and political subdivision of the State of Utah (the "City"), is made and entered into as of this _____day of _____, 2021.

A. The Parties agree that certain proposed design elements for the commercial component of the project, which do not meet the requirements of the MXD zone, are desirable based upon the layout, specific geographic considerations, market conditions and design of the project.

B. The City Council, consistent with Utah Code Ann. § 10-9a-532(2)(a)(iii), has submitted this amendment for planning commission review and public hearing, and has followed the same procedure for enacting a land use regulation.

C. The Parties agree to the following amendments:

Section 5.5.2 shall be incorporated into the Development Agreement:

5.5.2 Architecture of Commercial Buildings. Notwithstanding contrary provisions in Chapter 10.92, the elevations for commercial buildings attached as Exhibit D, which is incorporated into this Agreement by reference, are acceptable and shall be deemed compliant with architectural standards for purposes of site plan review. Nothing in this subsection shall excuse compliance with adopted building codes under the laws of Utah, in any respect.

Exhibit B replacement:

The Development Plan attached to this Amendment as Exhibit B (New) shall replace Exhibit B in the Development Agreement as Exhibit B.

Exhibit D shall be incorporated into the Development Agreement:

The elevations provided in this Amendment shall be incorporated into the Development Agreement as Exhibit D.

(Signatures appear on following pages)

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

WDG KHC SYRACUSE, LLC
A Utah limited liability company

By: _____

Title: _____

_____ _____
Signature Date

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2021, personally appeared before me _____, the authorized signer of **WDG KHC SYRACUSE, LLC,** a Utah limited liability company, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Development Agreement on behalf of said company and who duly acknowledged to me that he/she executed the same for the purposes therein stated.

_____
Notary Public

SYRACUSE CITY

By _____
Michael Gailey, Mayor

Attest:

_____
Cassie Z. Brown, MMC
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2021, personally appeared before me Michael Gailey, the authorized signer of Syracuse City, whose identity is personally known to me, to be the person who executed the Development Agreement on behalf of Syracuse City, and who duly acknowledged to me that he executed the same for the purposes therein stated.

_____
Notary Public

Approved as to Form:

_____
Paul H. Roberts
City Attorney

EXHIBIT B (NEW)
Development Plan

NOTES:
1. ALL SITE WORK IN THE PUBLIC RIGHT OF WAY SHALL COMPLY WITH SYRACUSE CITY STANDARDS..
2. ALL ADA RAMPS SHALL BE EQUIPPED WITHI TRUNCATED DOMES AND MEET ADA STANDARD AND SPECIFICATIONS.
3. BOTH THE APARTMENTS AND TOWNHOMES ARE PLANNED TO BE BUILT AT THE SAME TIME. THE CONSTRUCTION WILL COMMENCE WITH THE APARTMENT COMPLEXES AND ROLL INTO THE TOWNHOMES.
4. STAMPED CONCRETE IS TO BE APPLIED TO ALL PORCHES.
5. REFER TO LANDSCAPE PLANS FOR PLAYGROUND EQUIPMENT.

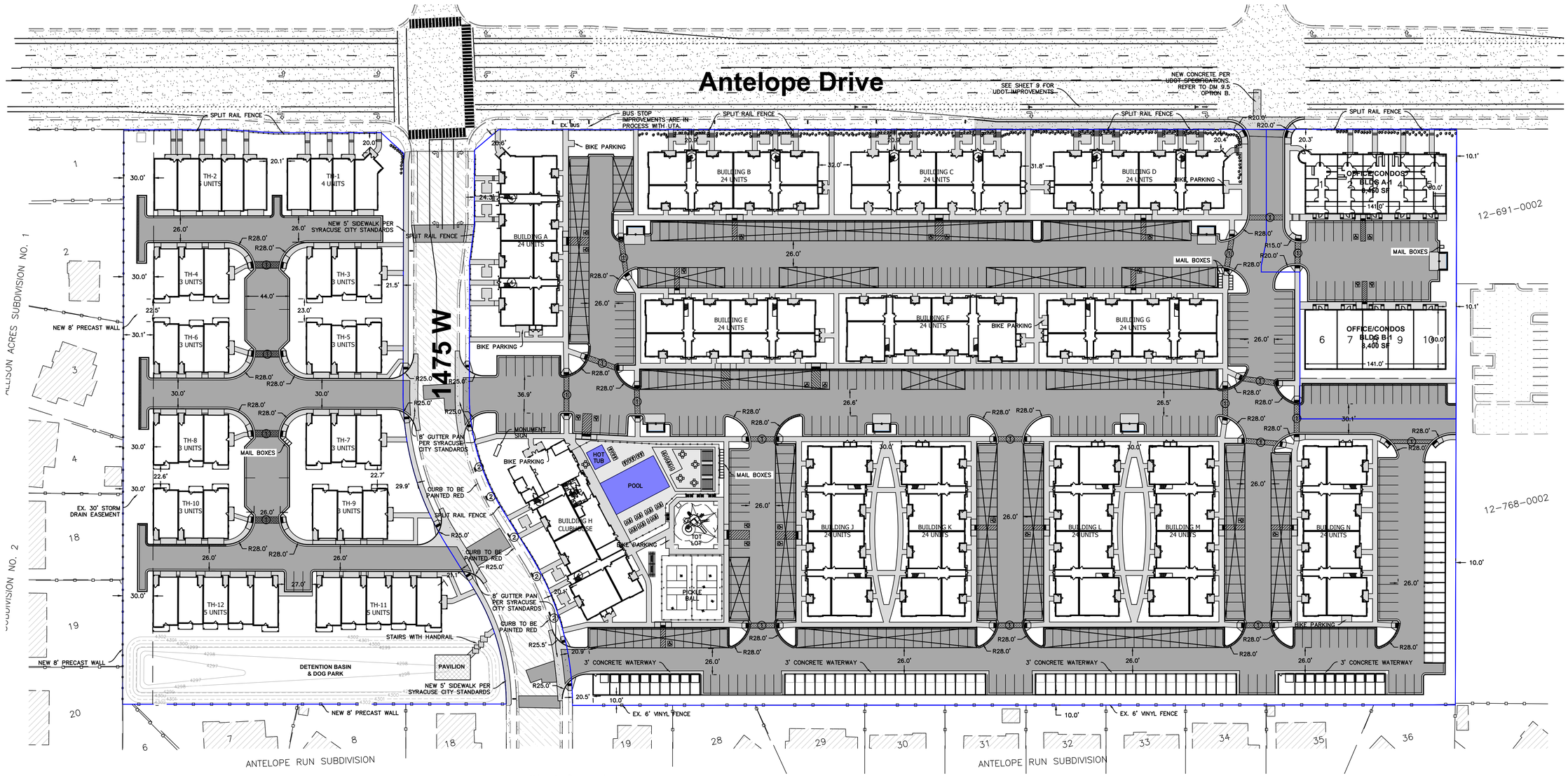
① COLORED/STAMPED ASPHALT
② "NO PARKING FIRE LANE" SIGN
③ SEE BIKE PARKING THEME/LOGO ON SHEET 10.1. THESE ARE TO BE LOCATED AT ALL BIKE PARKING LOCATIONS.
④ PATIOS FOR THE APARTMENT BUILDINGS THAT FRONT ANTELOPE DRIVE AND 1475 SHALL HAVE STAMPED CONCRETE.

PHASING NOTES:
THE PROJECT WILL START WITH BUILDING H (CLUBHOUSE) WHILE VERTICAL CONSTRUCTION OF SURROUNDING APARTMENTS AND TOWNHOMES WILL COMMENCE SHORTLY THEREAFTER AND MOVE OUTWARD FROM THERE.

N

50 0 50 100 150

Scale: 1" = 50'



Site Information

LOCATED IN:	SYRACUSE CITY, DAVIS COUNTY	COMMERCIAL - 1.145 ACRES		APARTMENTS		TOWNHOMES		AMENITIES	APARTMENT UNITS:		
ORIGINAL PROPERTY	16.56 ACRES	36 SF / 1,000 RESIDENTIAL REQUIRED		APARTMENT UNITS	308	TOWNHOME UNITS	43	- CLUBHOUSE	1 BEDROOM UNIT:	840 SF	156 UNITS
		(402,539 SF RESIDENTIAL SF / 1,000) * 36 SF = 14,491 SF REQ'D		OPEN PARKING STALLS	182	GARAGE PARKING STALLS	86	- GYM	2 BEDROOM UNIT:	1,150 SF	112 UNITS
TOTAL UNITS	351	COMMERCIAL PROVIDED = 16,800 SF		CARPORT STALLS	326	VISITOR PARKING STALLS	19	- 2 PICKLEBALL COURTS	3 BEDROOM UNIT:	1,475 SF	41 UNITS
OVERALL DENSITY	21.19 UNITS/ACRE			GARAGE PARKING STALLS	80			- TOT LOT			
		COMMERCIAL PARKING	43	CROSS/SHARED PARKING	43	TOTAL PARKING STALLS	105	- OPEN GREEN SPACES	TOWNHOME UNITS:		
OVERALL PARKING DENSITY	2.12 STALLS/UNIT	COMMERCIAL REQ'D	42			TOWNHOME PARKING DENSITY	2.44 STALLS/UNIT	- DOG PARK	2 BEDROOM UNIT:	1,610 SF	19 UNITS
		(2.5 STALLS/1,000 SF)		TOTAL PARKING STALLS	631			- PAVILION	3 BEDROOM UNIT:	1,730 SF	24 UNITS
BUILDING AREA:	190,003 SF - 26.3%			APARTMENT PARKING DENSITY	2.05 STALLS/UNIT	BUILDING AREA:	61,640 SF				
HARD SUFACE AREA:	345,305 SF - 47.9%	BUILDING AREA:	8,400 SF 16.8%			HARD SUFACE AREA:	33,394 SF				
LANDSCAPE AREA:	186,008 SF - 25.8%	HARD SUFACE AREA:	29,260 SF 58.2%	BUILDING AREA:	119,990 SF	LANDSCAPE AREA:	79,342 SF	= CARPORTS			
		LANDSCAPE AREA:	12,220 SF 25.0%	HARD SUFACE AREA:	278,307 SF			= COMMERCIAL			
				LANDSCAPE AREA:	93,084 SF						

HUNT ENGINEERING, LLC
HUNT ENGINEERING, LLC
6619 Willow Creek Rd
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

Holt
1283 West Antelope Dr
Syracuse, UT

Proposed Site Plan

Revisions	Date

ENGINEERS STAMP
PROFESSIONAL ENGINEER
10854988
THOMAS J. HUNT
05/07/2021
STATE OF UTAH

PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 6/20/2020
Name: Holt

SHEET 4 OF 12 SHEETS

EXHIBIT D

Elevations of Commercial Buildings
Holt Garden Homes Project

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www.sandersarch.com

NORTH BUILDING
NORTH ELEVATION



north ELEVATION
3/16" = 1'-0"

SYRACUSE OFFICES
HUGHES HOLDINGS LLC,
03.18.2021

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SANDERS ASSOCIATES ARCHITECTS
www.sandersarch.com

NORTH BUILDING
EAST & WEST ELEVATIONS



east ELEVATION
3/16" = 1'-0"

west ELEVATION
3/16" = 1'-0"

SYRACUSE OFFICES
HUGHES HOLDINGS LLC,
03.18.2021

SAA
SANDERS ASSOCIATES ARCHITECTS
www.sandersarch.com

NORTH BUILDING
SOUTH ELEVATION



south ELEVATION
3/16" = 1'-0"

SYRACUSE OFFICES
HUGHES HOLDINGS LLC,
03.18.2021

SAA
SANDERS ASSOCIATES ARCHITECTS
www.sandersarch.com



north ELEVATION (south building)
3/16" = 1'-0"

BUILDING MATERIAL AREAS - south

GLASS - 385.5 SF
SIDING - 1,449.5 SF
BRICK - 274 SF
METAL FASCIA - 201 SF

HOLT OFFICE BUILDINGS

SYRACUSE, UTAH - HUGHES HOLDINGS LLC,
06.25.2021

SAA
SANDERS ASSOCIATES ARCHITECTS
www.sandersarch.com

SOUTH BUILDING
EAST & WEST ELEVATIONS



west ELEVATION
3/16" = 1'-0"

east ELEVATION
3/16" = 1'-0"

SYRACUSE OFFICES
HUGHES HOLDINGS LLC,
02.04.2021

SAA
SANDERS ASSOCIATES ARCHITECTS
www.sandersarch.com

SOUTH BUILDING
SOUTH ELEVATION



south ELEVATION
3/16" = 1'-0"

BUILDING MATERIAL AREAS - south building

GLASS - 185.5 SF
SIDING - 1,449.5 SF
BRICK - 474 SF
METAL FASCIA - 201 SF

HOLT OFFICE BUILDINGS
SYRACUSE, UTAH - HUGHES HOLDINGS LLC,
04.06.2021

SAA
SANDERS ASSOCIATES ARCHITECTS
www.sandersarch.com

*** EXAMPLE FLOOR PLAN ONLY ***

BUILDING SQUARE FOOTAGE CANNOT CHANGE, BUT THE INTERIOR LAYOUTS MAY CHANGE.



main FLOOR PLAN

HOLT OFFICE BUILDINGS

SYRACUSE, UTAH - HUGHES HOLDINGS LLC,
03.24.2021

COUNCIL AGENDA

July 27, 2021

LEGISLATIVE ITEM

Agenda Item **"e.3"** **Briggs North Rezone/Development Agreement**

Factual Summation

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

Location:	817 W 1700 S
Current General Plan:	Commercial
Current Zoning:	MXD for previous apartment project, otherwise, A-1.
Requested Zoning:	MXD/GC
Acreage:	4.47 for townhomes (MXD proposed), .848 for GC (offsite)
Units:	54 townhomes
Units per acre:	12
SF commercial:	0 'onsite' but 5,300 sf future multitenant 1 story commercial (offsite)
Previous units:	115
Previous units per acre:	21.7
Previous SF commercial:	4,500 sf vertical mixed use (onsite)

Summary

Logan Johnson with Wright Development group is requesting the mixed use zoning designation for a townhome development on the 'Briggs North' site. The city previously approved a mixed use development on this site with approximately 117 units of three story apartments and a vertical mixed use building. The developer desires to amend the plans in order to reduce density and building height which will appease some neighbors. They are also wanting to avoid mixed use architectural standards on the commercial building by utilizing the 'off site' option. Application to the mixed use zone requires architecture, landscape, and site concept plans be reviewed simutaniously with the rezone request. Staff has some concerns with the roadway design and concerns over considering the commercial portion as 'offsite'. Please find the proposed plans and more detailed staff analysis to this report.

Recommendation

Planning Commission is forwarding a conditional recommendation for approval. They felt that the townhomes were a much more compatible use but had some concerns with the specifics of the plans. They recommended that parking in front of each unit's garage be provided, no residential traffic back into commercial traffic, and concluded that the front porches provided were undersized and not in conformance with the zone requirements. The developer has since modified plans to resolve the backing and porch concerns but not the percieved parking shortage.

General Process for this project:

1. Rezone/Development agreement 
2. Subdivision
3. Site Plan for commercial
4. Building Permit

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:
817 W 1700 S	5.29

Parcel Identification Number (as recorded with Davis County):	Current Zone	Proposed Zone:
128830002	MU	MU

Brief Description of Purpose for Rezone and Reasons Supporting the Request

We are requesting a change to the Development Agreement which essentially constitutes a rezone. About 50% less units. Stronger and more traditional commercial spaces. 2 story residential buildings (town homes) We can lead with the commercial in the development timing.

Subject Property Owner Contact Information

Name(s) of every person or company the applicant represents:
Wright Development Group, Logan Johnson

Mailing Address:	City:	State:	ZIP:
1178 W Legacy Crossing Blvd	Centerville	UT	84014

Office Phone:	Cell Phone :	Email:
801.773.7339		logan@wrightdevelopment.com

Applicant Contact Information (if different from Property Owner)

Name (and agent, if any):

Mailing Address:	City:	State:	ZIP:

Office Phone:	Cell Phone:	Email:

I hereby certify that the requested Rezone would comply with all required conditions and standards of the Syracuse City Land Use Ordinance, be harmonious with neighboring uses, fit the goals of the community's General Plan, and impose no insatiable demands for public services. I read the Syracuse Land Use Ordinance relative to rezoning and understand that submitting this application does not guarantee approval and is subject to the discretion of the City Land Use Authority and compliance with all requirements of Syracuse City's Municipal Code. I hereby accept responsibility for meeting all requirements outlined herein, including payment of all fees and attending City Land Use Authority meetings as notified by the Community Development Department, and understand that failure to do so may result in postponement of action by said Authority. I also understand that approval shall not relieve me of the responsibility to comply with applicable local and State zoning, health, building, or fire regulations.

Property Owner Signature Date

Logan Johnson
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	$_____

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:
817 W 1700 S	0.843 acres

Parcel Identification Number (as recorded with Davis County):	Current Zone	Proposed Zone:
128830002	MU	GC

Brief Description of Purpose for Rezone and Reasons Supporting the Request

The commercial zone request is consistent with the General Plan's designation for this area. Zoning to GC will ensure commercial development along this frontage area as long as the zone remains unchanged.

Subject Property Owner Contact Information

Name(s) of every person or company the applicant represents:
Wright Development Group, Logan Johnson

Mailing Address:	City:	State:	ZIP:
1178 W Legacy Crossing Blvd	Centerville	UT	84014

Office Phone:	Cell Phone :	Email:
801.773.7339		logan@wrightdevelopment.com

Applicant Contact Information (if different from Property Owner)

Name (and agent, if any):

Mailing Address:	City:	State:	ZIP:

Office Phone:	Cell Phone:	Email:

I hereby certify that the requested Rezone would comply with all required conditions and standards of the Syracuse City Land Use Ordinance, be harmonious with neighboring uses, fit the goals of the community's General Plan, and impose no insatiable demands for public services. I read the Syracuse Land Use Ordinance relative to rezoning and understand that submitting this application does not guarantee approval and is subject to the discretion of the City Land Use Authority and compliance with all requirements of Syracuse City's Municipal Code. I hereby accept responsibility for meeting all requirements outlined herein, including payment of all fees and attending City Land Use Authority meetings as notified by the Community Development Department, and understand that failure to do so may result in postponement of action by said Authority. I also understand that approval shall not relieve me of the responsibility to comply with applicable local and State zoning, health, building, or fire regulations.

Property Owner Signature Date

Logan Johnson
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	$_____

XBP Confirmation Number: 99770320

Receipt for Payment to:
Syracuse City

Date/Time:	**05/20/2021 9:45:27 AM**
Transaction #:	**148885281PT**
Payment Method:	**Visa**
Transaction Status:	**Successful**

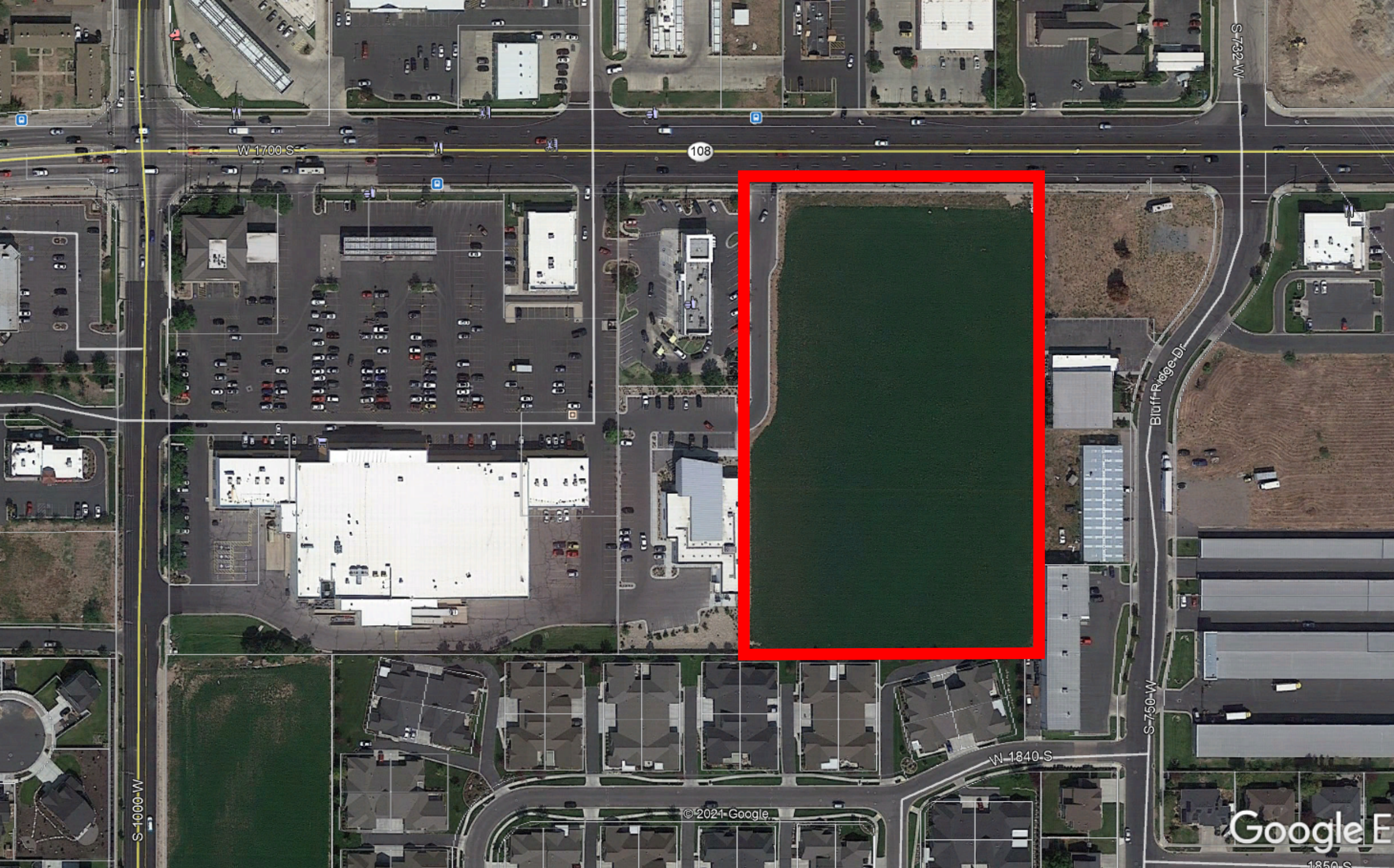
Items

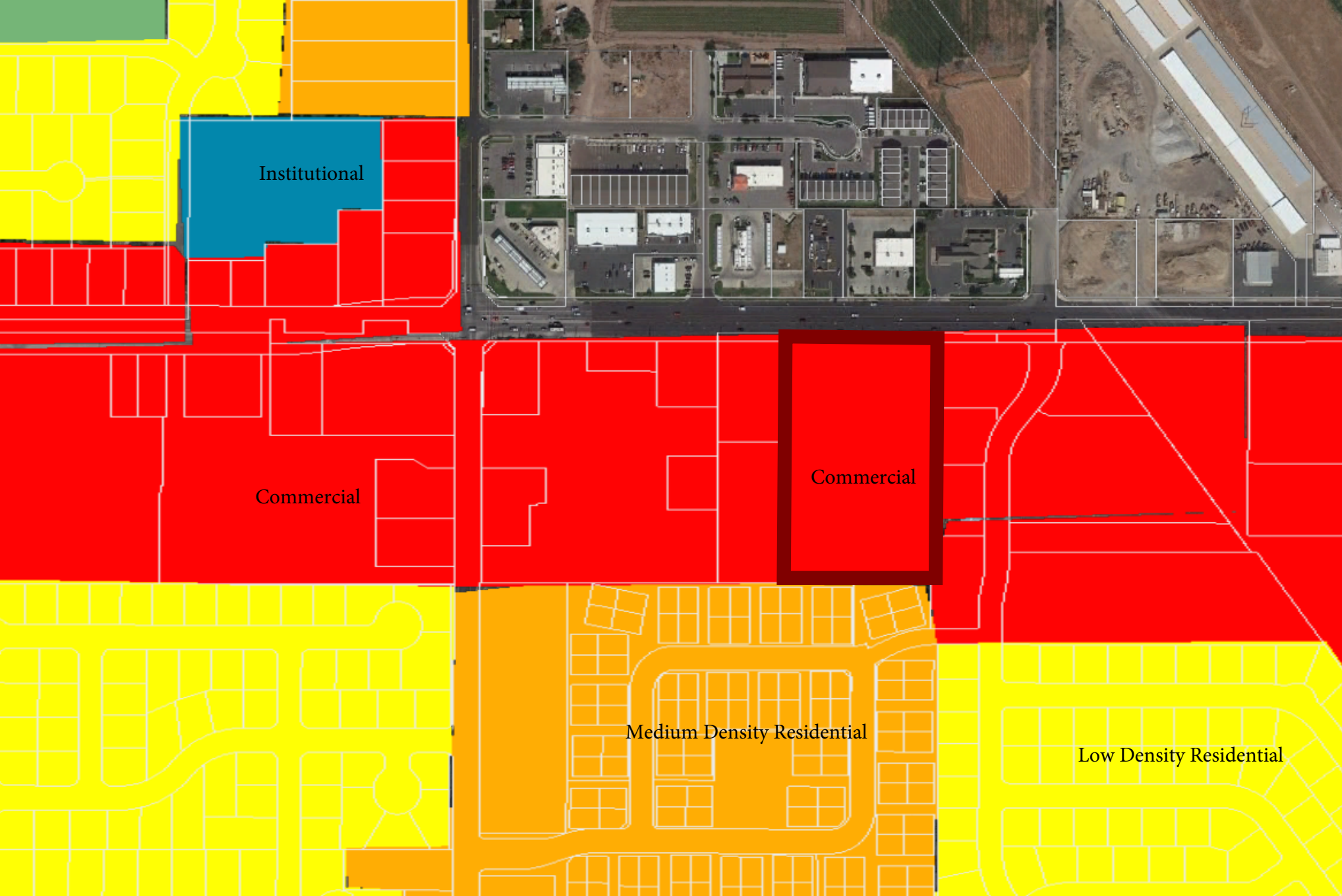
CC CONVENIENCE FEE	**5.45**
REZONE AMENDMENT	**545.00**
Total:	**550.45**

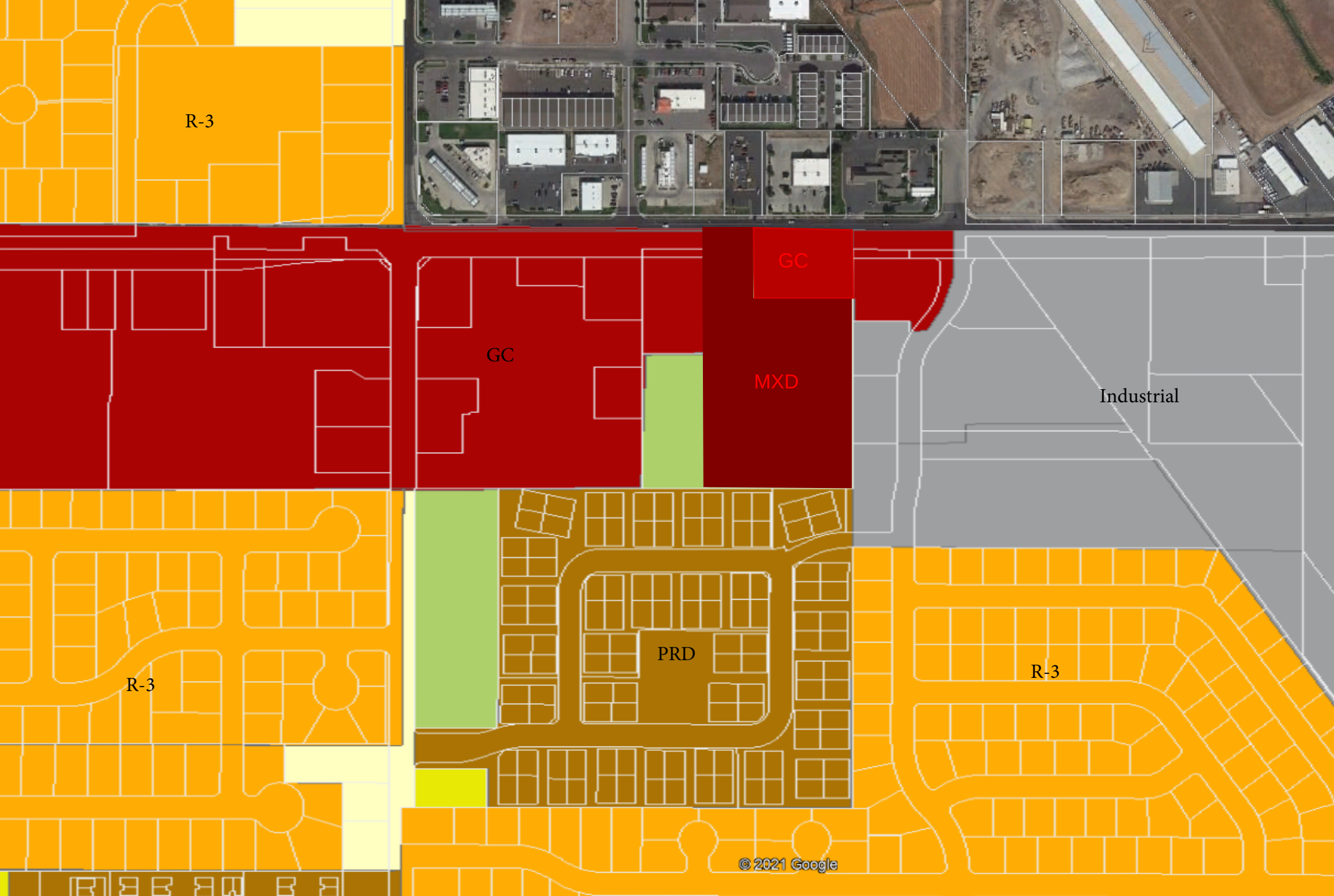
Spencer Wright Spencer Wright 84014

Payment Service Provided By
www.xpressbillpay.com

BRIGGS NORTH REZONE
2021


W 1700 S
108
S 732 W
Bluff Ridge Dr
S 750 W
W 1840 S
S 1000 W
© 2021 Google


Institutional
Commercial
Commercial
Medium Density Residential
Low Density Residential

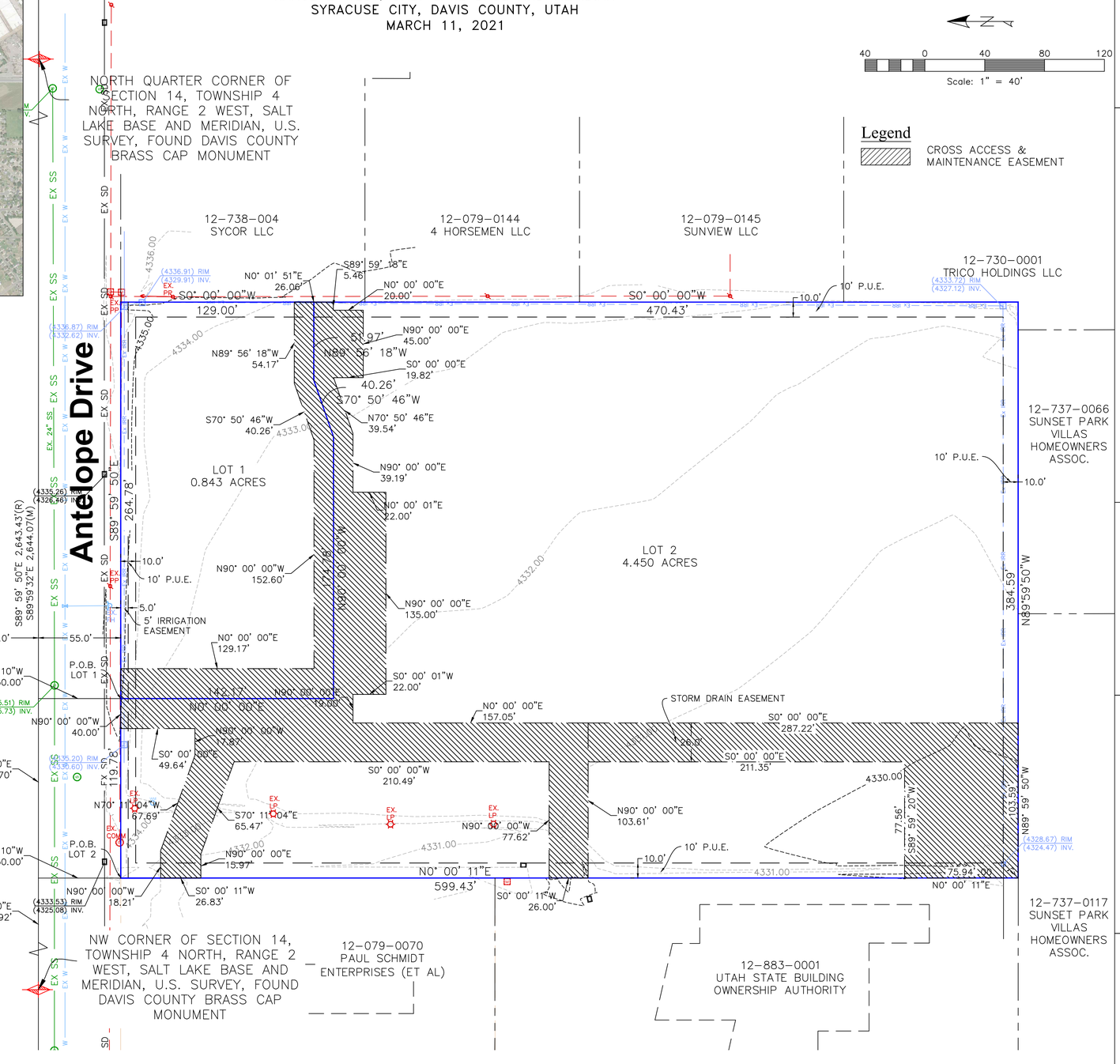

R-3
GC
GC
MXD
Industrial
R-3
PRD
R-3
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BRIGGS SUBDIVISION

LOCATED IN THE NORTH QUARTER OF SECTION 14, TOWNSHIP 4 NORTH,
RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
SYRACUSE CITY, DAVIS COUNTY, UTAH
MARCH 11, 2021



VICINITY MAP



Surveyor's Certificate

I, MICHAEL L. WANGEMANN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 6431156, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HERON, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS: BRIGGS SUBDIVISION AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

DATE: _____

MICHAEL L. WANGEMANN
LICENSE NO. 6431156

Boundary Description

A TRACT OF LAND LOCATED IN THE NORTH QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1 BEGINNING AT A POINT 55.00 FEET SOUTH AND 906.70 FEET EAST FROM THE NORTHWEST CORNER OF SECTION 14 TOWNSHIP 4 NORTH RANGE 2 WEST SALT LAKE BASE MERIDIAN; AND RUNNING THENCE ALONG THE SOUTHERN RIGHT OF WAY LINE OF ANTELOPE DRIVE SOUTH 89°59'50" EAST 264.78 FEET, THENCE SOUTH 129.0 FEET, THENCE NORTH 89°56'18" WEST 51.97 FEET, THENCE SOUTH 70°50'46" WEST 40.26 FEET, THENCE WEST 174.48 FEET, THENCE NORTH 142.17 FEET TO THE POINT OF BEGINNING.

CONTAINS 36,704 SQUARE FEET OR 0.843 ACRES

LOT 2 BEGINNING AT A POINT 55.00 FEET SOUTH AND 786.92 FEET EAST FROM THE NORTHWEST CORNER OF SECTION 14 TOWNSHIP 4 NORTH RANGE 2 WEST SALT LAKE BASE MERIDIAN; AND RUNNING THENCE ALONG THE SOUTHERN RIGHT OF WAY LINE OF ANTELOPE DRIVE SOUTH 89°59'50" EAST 119.78 FEET, THENCE SOUTH 142.17 FEET, THENCE EAST 174.78 FEET, THENCE NORTH 70°50'46" EAST 40.26 FEET, THENCE SOUTH 89°56'18" EAST 51.97 FEET, THENCE SOUTH 470.43 FEET, THENCE NORTH 89°59'50" WEST 384.59 FEET, THENCE NORTH 00°00'11" EAST 599.43 FEET TO THE POINT OF BEGINNING.

CONTAINS 193,838 SQUARE FEET OR 4.450 ACRES.

Owners Dedication:

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

BRIGGS SUBDIVISION

THE BRIGGS HONE OWNERS ASSOCIATION WILL MAINTAIN OWNERSHIP OF ALL OPEN SPACES, INCLUDING THE DETENTION BASIN.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUT HANDS THIS _____ DAY OF _____ A.D. 20____.

_____
NAME HERE

Corporate Acknowledgement:

STATE OF UTAH)
COUNTY OF DAVIS

ON THIS_____DAY OF _____, IN THE YEAR 20___, PERSONALLY APPEARED BEFORE ME _____, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASES OF SATISFACTORY EVIDENCE) AND WHO BY ME DULY SWORN/AFFIRMED, DID SAY THAT HE/SHE IS THE _____ OF _____ AND THAT SAID DOCUMENT WAS SIGNED BY HIM/HER IN BEHALF OF SAID *CORPORATION BY AUTHORITY OF ITS BYLAWS, OR (RESOLUTION OF ITS BOARD OF DIRECTORS), AND SAID _____ ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL.

_____ _____
(NOTARY SIGNATURE)

Corporate Acknowledgement:

STATE OF UTAH)
COUNTY OF DAVIS

ON THIS_____DAY OF _____, IN THE YEAR 20 , PERSONALLY APPEARED BEFORE ME _____, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASES OF SATISFACTORY EVIDENCE) AND WHO BY ME DULY SWORN/AFFIRMED, DID SAY THAT HE/SHE IS THE _____ OF _____ AND THAT SAID DOCUMENT WAS SIGNED BY HIM/HER IN BEHALF OF SAID *CORPORATION BY AUTHORITY OF ITS BYLAWS, OR (RESOLUTION OF ITS BOARD OF DIRECTORS), AND SAID _____ ACKNOWLEDGED TO ME THAT SAID 'CORPORATION EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
(NOTARY SIGNATURE)

Davis County Recorder

ENTRY NO. _____ FEE PAID _____
FILED FOR RECORDER AND RECORDED THIS_____DAY OF _____, 20____. AT _____ IN BOOK _____ PAGE _____

_____
DAVIS COUNTY RECORDER

BY: _____
DEPUTY RECORDER

Dominion Energy

APPROVED THIS_____ DAY OF_____ A.D., 20 ___
BY DOMINION ENERGY.

_____
CHAIRMAN

Rocky Mountain Power

APPROVED THIS_____ DAY OF_____ A.D., 20 ___
BY ROCKY MOUNTAIN POWER.

_____
ROCKY MOUNTAIN POWER

City Engineer's Approval

APPROVED THIS_____ DAY OF_____ A.D., 20 ___
BY SYRACUSE CITY ENGINEER.

_____
CITY ENGINEER

City Attorney's Approval

APPROVED THIS_____ DAY OF_____ A.D., 20 ___
BY SYRACUSE CITY ATTORNEY.

_____
CITY ATTORNEY

Planning Commission

APPROVED THIS_____ DAY OF_____ A.D., 20 ___
BY THE SYRACUSE CITY PLANNING AND ZONING COMMISSION.

_____
CHAIRMAN

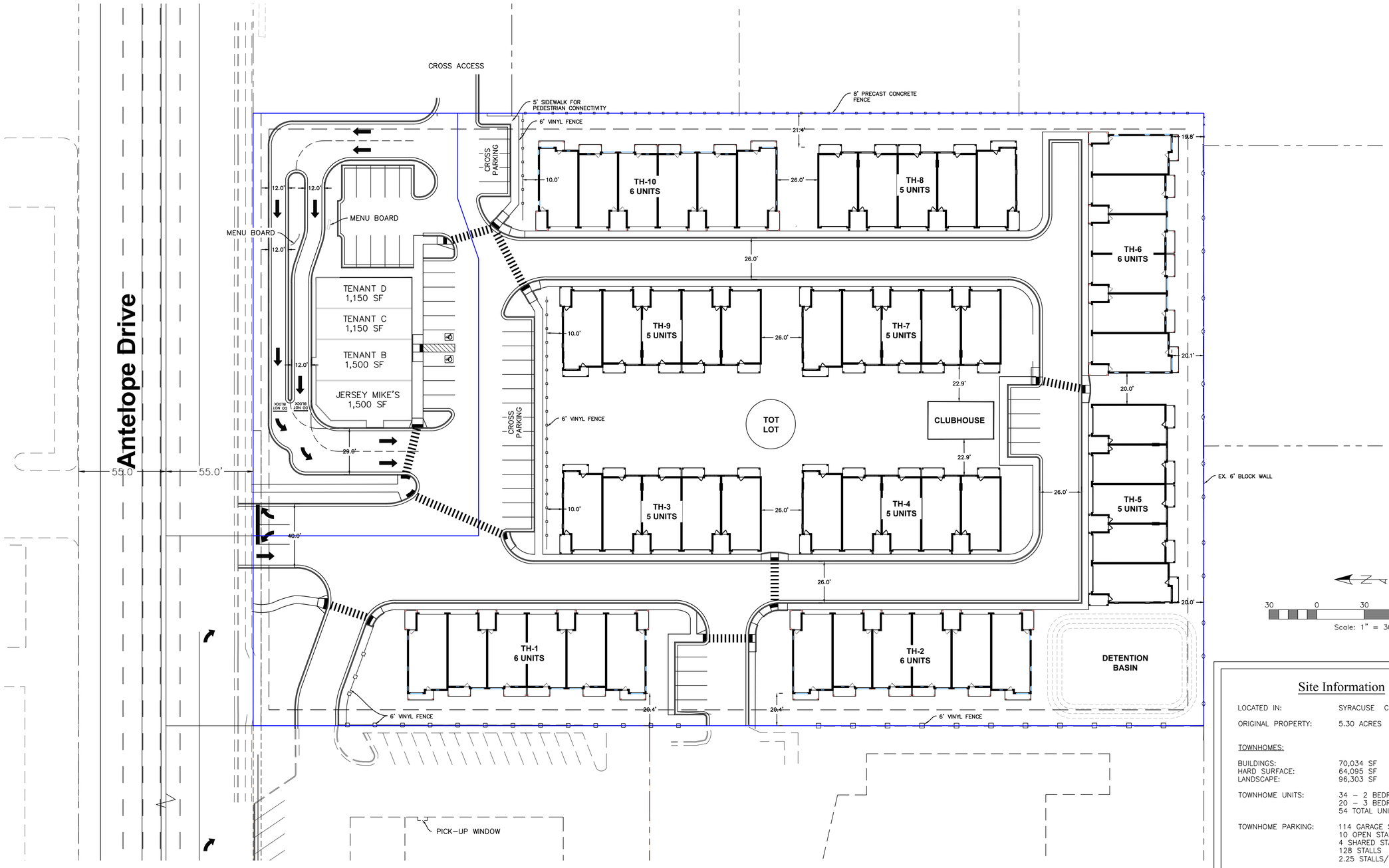
City Council Acceptance

APPROVED THIS_____ DAY OF_____ A.D., 20 ___
BY THE SYRACUSE CITY COUNCIL.

_____
CITY RECORDER

NOTES:
1. ALL SITE WORK IN THE PUBLIC RIGHT OF WAY SHALL COMPLY WITH SYRACUSE CITY STANDARDS..
2. ALL ADA RAMPS SHALL BE EQUIPPED WITHI TRUNCATED DOMES AND MEET ADA STANDARD AND SPECIFICATIONS.

6/4/21 PLAN



30 0 30 60 90
Scale: 1" = 30'

Site Information

LOCATED IN:	SYRACUSE CITY, DAVIS COUNTY
ORIGINAL PROPERTY:	5.30 ACRES
TOWNHOMES:	
BUILDINGS:	70,034 SF 32.7%
HARD SURFACE:	64,095 SF 27.8%
LANDSCAPE:	96,303 SF 41.5%
TOWNHOME UNITS:	34 – 2 BEDROOM UNITS 20 – 3 BEDROOM UNITS 54 TOTAL UNITS
TOWNHOME PARKING:	114 GARAGE STALLS 10 OPEN STALLS 4 SHARED STALLS 128 STALLS 2.25 STALLS/UNIT
COMMERCIAL:	
BUILDING:	5,300 SF 1,650 DINING AREA 2,300 RETAIL/OFFICE
PARKING:	40 STALLS PROVIDED 28 STALLS REQ'D

WRIGHT DEVELOPMENT GROUP

Developer Contact:
Spencer Wright
Wright Development Group
1178 W. Legacy Crossing Blvd Ste 100
Centerville Utah 84014
PH: (801) 773-7339

HUNT ENGINEERING, LLC
HUNT ENGINEERING, LLC
6619 Willow Creek Rd
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

Briggs Property
817 W 1700 South
Syracuse, UT

Site Plan

Revisions	Date

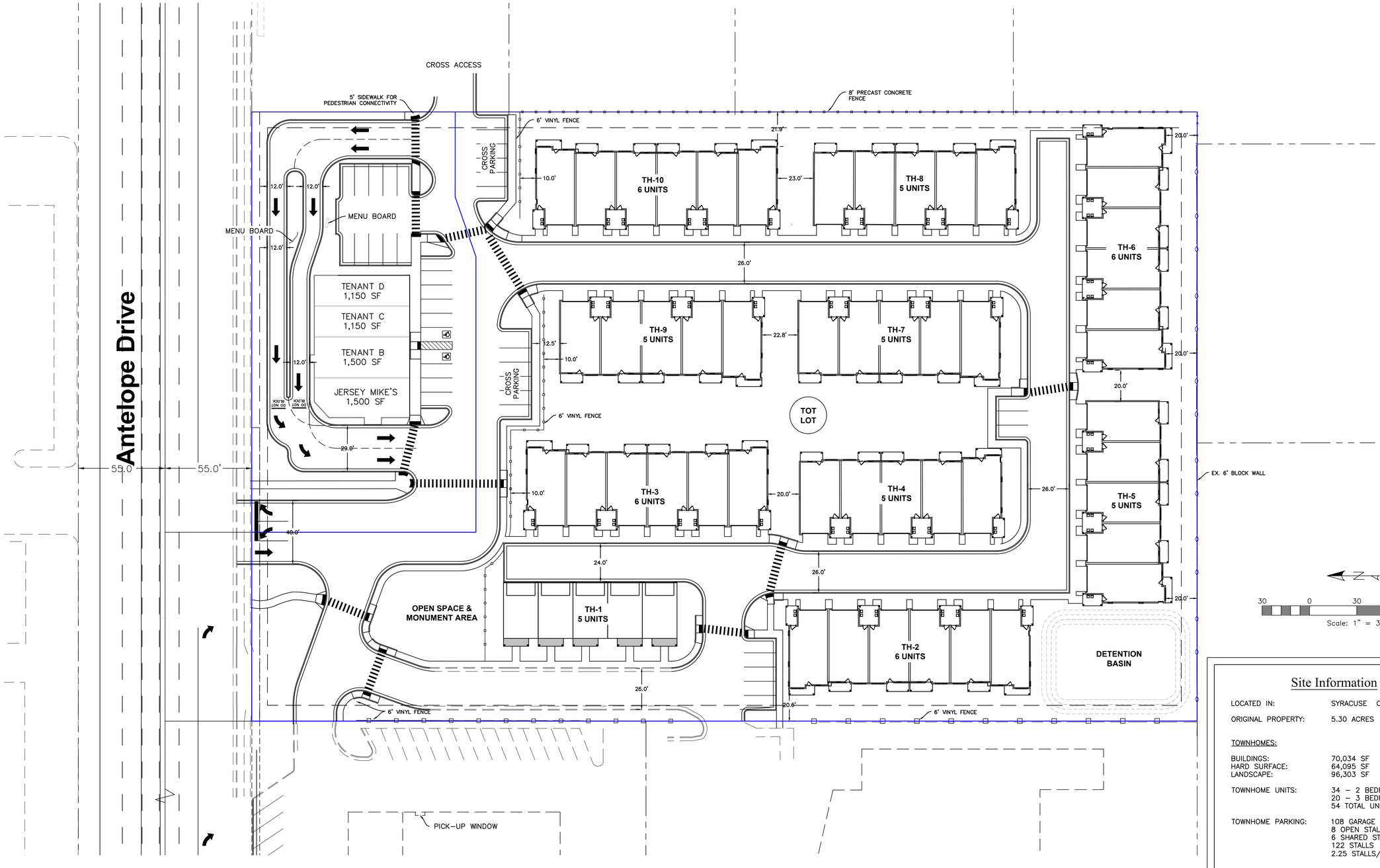
ENGINEERS STAMP
PROFESSIONAL ENGINEER
10054988
THOMAS J. HUNT
STATE OF UTAH

PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 3/11/2021
Name: Briggs Property

SHEET 4 of 11 SHEETS

NOTES:
1. ALL SITE WORK IN THE PUBLIC RIGHT OF WAY SHALL COMPLY WITH SYRACUSE CITY STANDARDS..
2. ALL ADA RAMPS SHALL BE EQUIPPED WITHI TRUNCATED DOMES AND MEET ADA STANDARD AND SPECIFICATIONS.

7/7/21 PLAN



30 0 30 60 90
Scale: 1" = 30'

Site Information

LOCATED IN:	SYRACUSE CITY, DAVIS COUNTY
ORIGINAL PROPERTY:	5.30 ACRES
TOWNHOMES:	
BUILDINGS:	70,034 SF 32.7%
HARD SURFACE:	64,095 SF 27.8%
LANDSCAPE:	96,303 SF 41.5%
TOWNHOME UNITS:	34 – 2 BEDROOM UNITS 20 – 3 BEDROOM UNITS 54 TOTAL UNITS
TOWNHOME PARKING:	108 GARAGE STALLS 8 OPEN STALLS 6 SHARED STALLS 122 STALLS 2.25 STALLS/UNIT
COMMERCIAL:	
BUILDING:	5,300 SF 1,650 DINING AREA 2,300 RETAIL/OFFICE
PARKING:	32 STALLS PROVIDED 28 STALLS REQ'D

WRIGHT DEVELOPMENT GROUP

Developer Contact:
Spencer Wright
Wright Development Group
1178 W. Legacy Crossing Blvd Ste 100
Centerville Utah 84014
PH: (801) 773-7339

HUNT ENGINEERING, LLC
6619 Willow Creek Rd
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

Briggs Property
817 W 1700 South
Syracuse, UT

Site Plan

Revisions	Date

ENGINEERS STAMP
PROFESSIONAL ENGINEER
10854988
THOMAS J. HUNT
STATE OF UTAH

PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 3/11/2021
Name: Briggs Property

SHEET 4 of 11 SHEETS

CROSS ACCESS

5' SIDEWALK FOR PEDESTRIAN CONNECTIVITY

8' PRECAST CONCRETE FENCE

6' VINYL FENCE

CROSS PARKING

MENU BOARD

MENU BOARD

TENANT D
1,150 SF

TENANT C
1,150 SF

TENANT B
1,500 SF

JERSEY MIKE'S
1,500 SF

TH-10
6 UNITS

TH-8
5 UNITS

TH-6
6 UNITS

TH-9
5 UNITS

TH-7
5 UNITS

TOT LOT

TH-3
6 UNITS

TH-4
5 UNITS

TH-5
5 UNITS

TH-1
5 UNITS

TH-2
6 UNITS

OPEN SPACE & MONUMENT AREA

DETENTION BASIN

EX. 6' BLOCK WALL

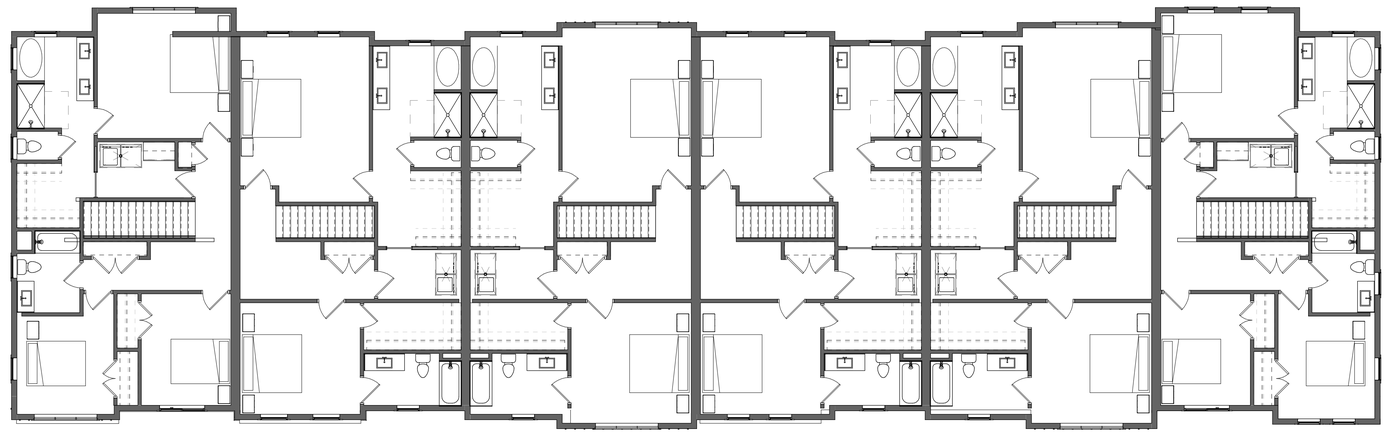
PICK-UP WINDOW

Antelope Drive

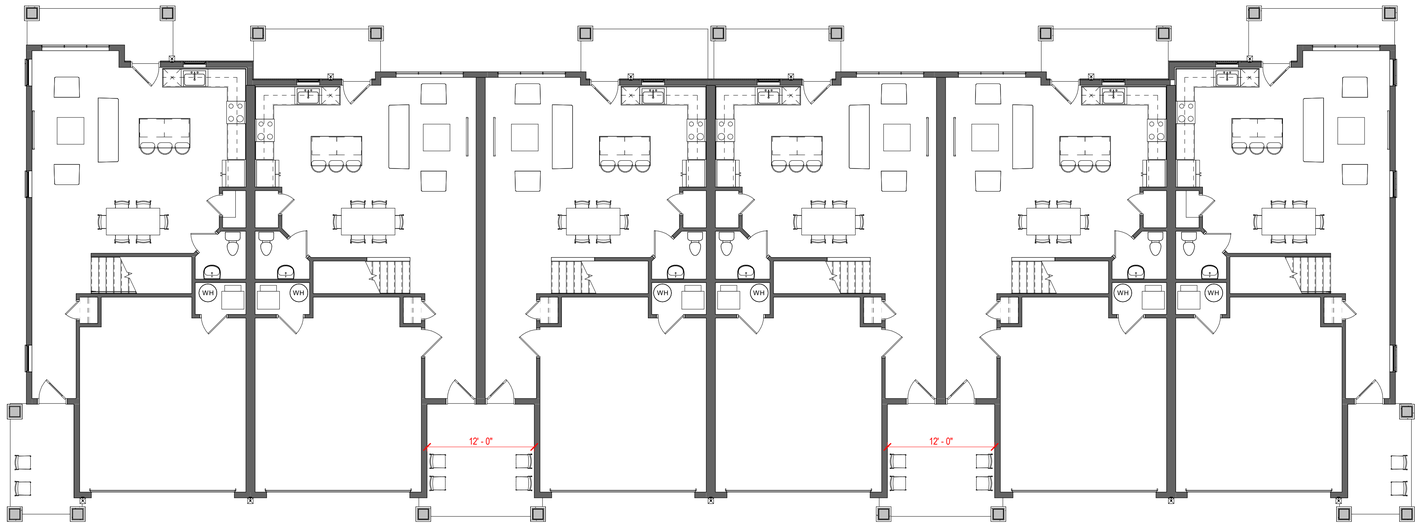
CONCEPTUAL LANDSCAPE PLAN

BRIGGS NORTH DEVELOPMENT

WRIGHT DEVELOPMENT GROUP



2 LEVEL 2 - 6-PLEX
1/8" = 1'-0"



1 LEVEL 1 - 6-PLEX
1/8" = 1'-0"

WRIGHT DEVELOPMENT GROUP

BRIGGS TOWNHOMES | SYRACUSE, UT

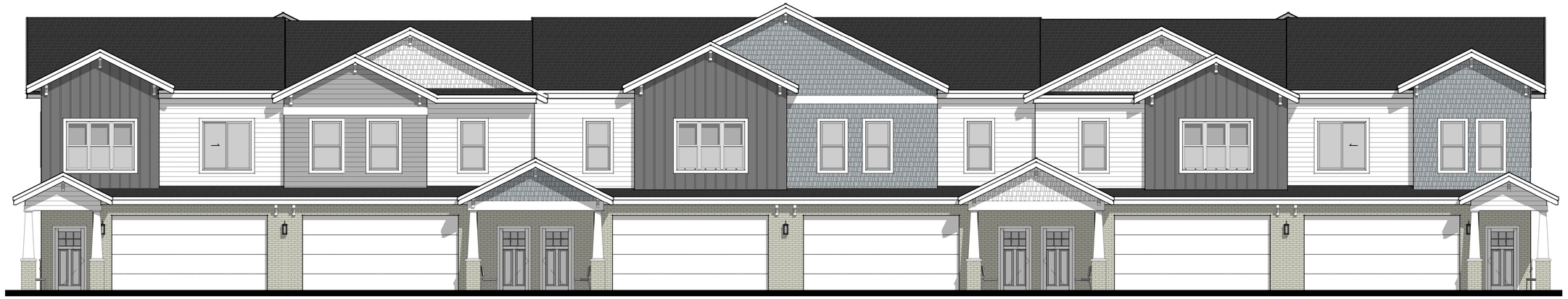
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6-PLEX PLANS | 1

SYRACUSE, UT

JULY 7, 2021

EAG
ENVISION ARCHITECTURAL GROUP



OVERALL: 1741 SF
BRICK: 541 SF (31%)

*ALL SIDING SHOWN TO BE FIBER CEMENT. BOARD & BATTEN, LAP SIDING, SHAKE

1 6-PLEX FRONT ELEVATION
3/16" = 1'-0"



OVERALL: 2231 SF
BRICK: 678 SF (30%)

*ALL SIDING SHOWN TO BE FIBER CEMENT. BOARD & BATTEN, LAP SIDING, SHAKE

2 6-PLEX REAR ELEVATION
3/16" = 1'-0"



OVERALL: 813 SF
BRICK: 467 SF (57%)

*ALL SIDING SHOWN TO BE FIBER CEMENT. BOARD & BATTEN, LAP SIDING, SHAKE

3 6-PLEX LEFT ELEVATION
3/16" = 1'-0"



OVERALL: 813 SF
BRICK: 467 SF (57%)

*ALL SIDING SHOWN TO BE FIBER CEMENT. BOARD & BATTEN, LAP SIDING, SHAKE

4 6-PLEX RIGHT ELEVATION
3/16" = 1'-0"

WRIGHT DEVELOPMENT GROUP

BRIGGS TOWNHOMES | SYRACUSE, UT

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ENVISION ARCHITECTURAL GROUP



1 FRONT PERSPECTIVE



2 REAR PERSPECTIVE

WRIGHT DEVELOPMENT GROUP

BRIGGS TOWNHOMES | SYRACUSE, UT

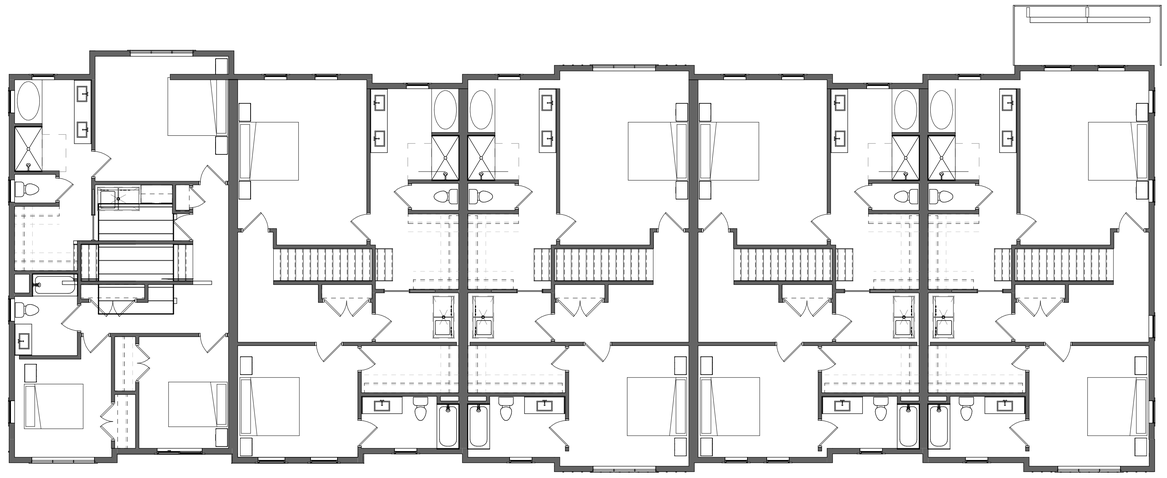
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6-PLEX PERSPECTIVE | 3

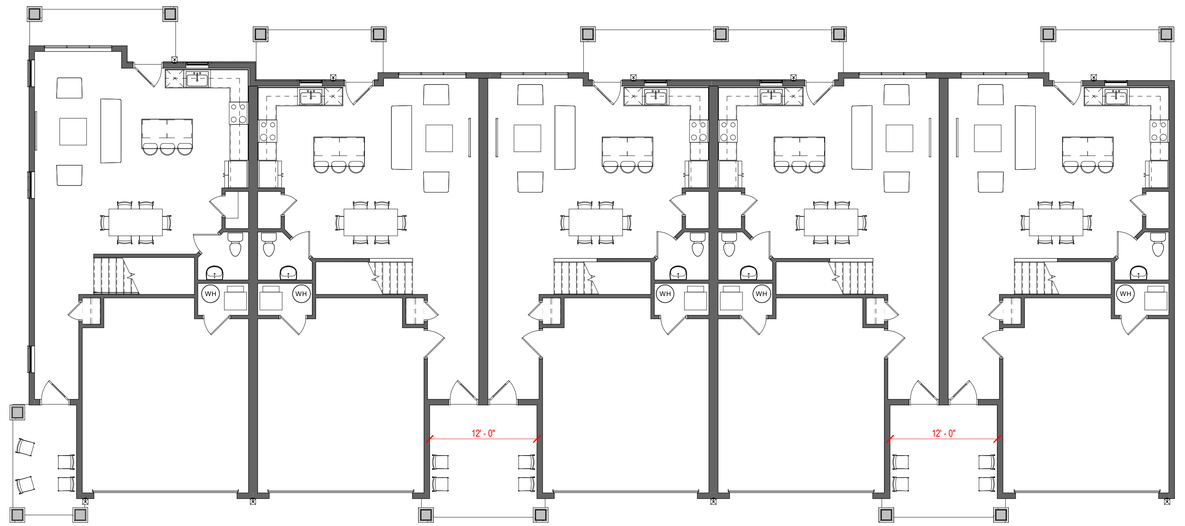
SYRACUSE, UT

JULY 7, 2021

EAG ENVISION ARCHITECTURAL GROUP



2 LEVEL 2 - 5-PLEX
1/8" = 1'-0"



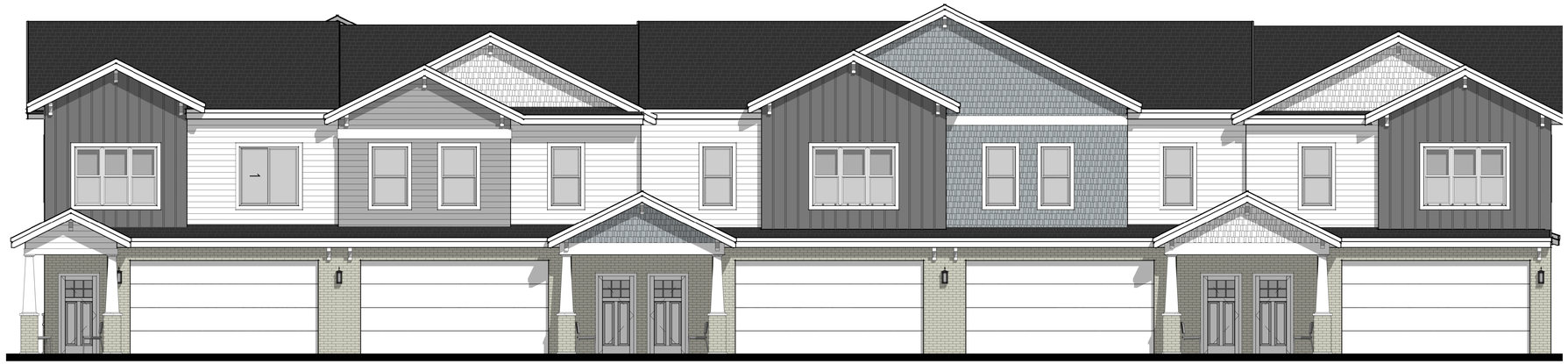
1 LEVEL 1 - 5-PLEX
1/8" = 1'-0"

WRIGHT DEVELOPMENT GROUP

BRIGGS TOWNHOMES | SYRACUSE, UT

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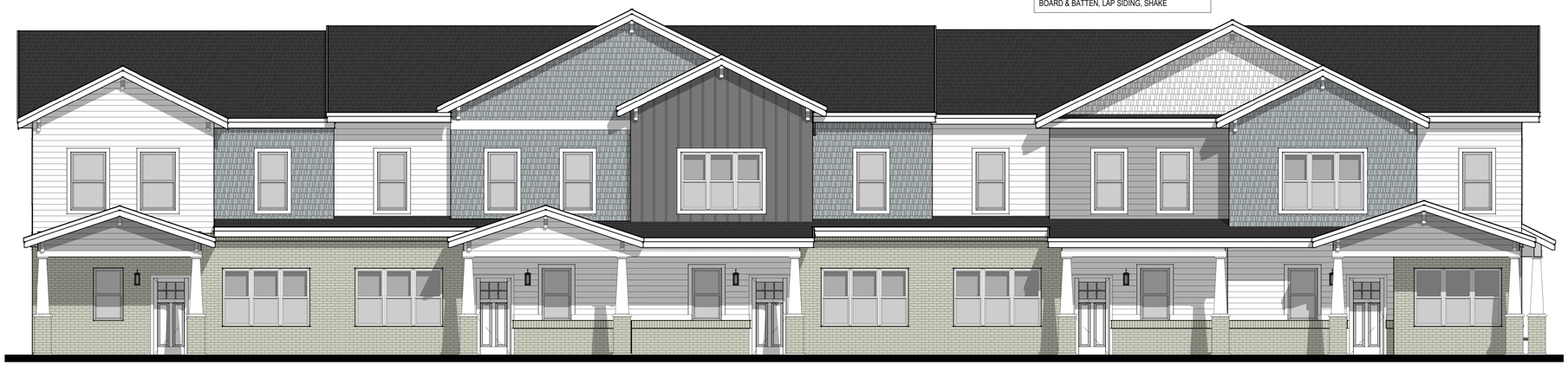
ENVISION ARCHITECTURAL GROUP



OVERALL: 1461 SF
BRICK: 435 SF (30%)

*ALL SIDING SHOWN TO BE FIBER CEMENT.
BOARD & BATTEN, LAP SIDING, SHAKE

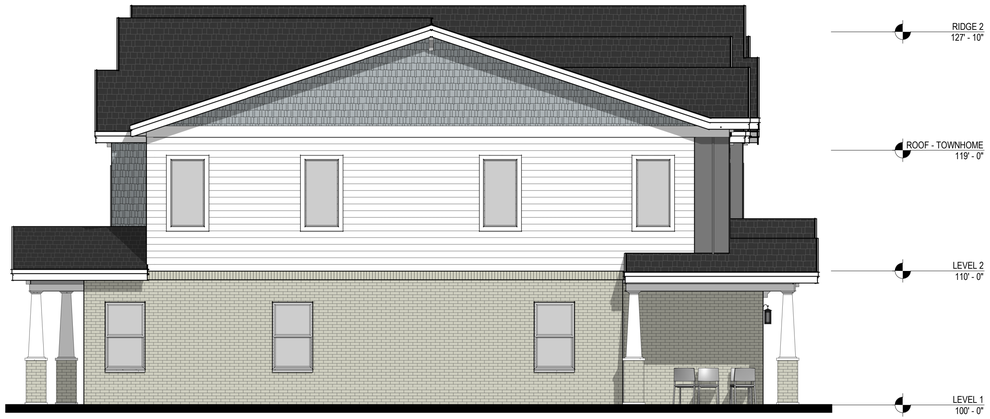
1 5-PLEX FRONT ELEVATION
3/16" = 1'-0"



OVERALL: 1901 SF
BRICK: 666 SF (35%)

*ALL SIDING SHOWN TO BE FIBER CEMENT.
BOARD & BATTEN, LAP SIDING, SHAKE

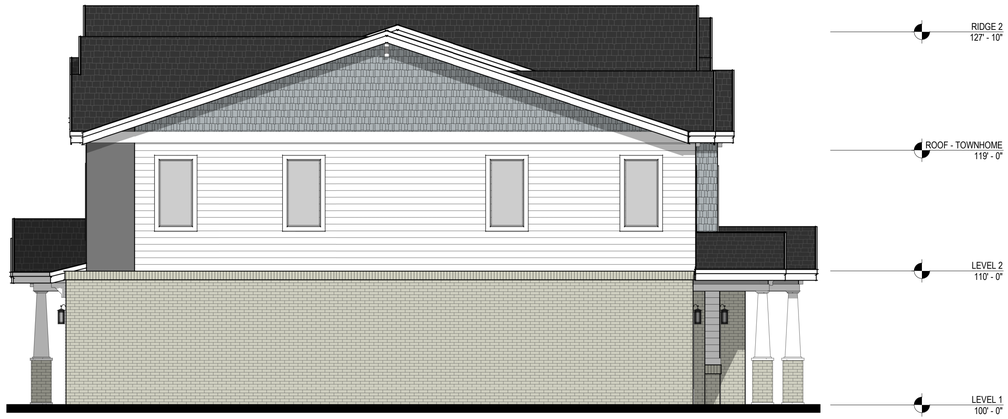
2 5-PLEX REAR ELEVATION
3/16" = 1'-0"



OVERALL: 813 SF
BRICK: 467 SF (57%)

*ALL SIDING SHOWN TO BE FIBER CEMENT.
BOARD & BATTEN, LAP SIDING, SHAKE

3 5-PLEX LEFT ELEVATION
3/16" = 1'-0"



OVERALL: 869 SF
BRICK: 512 SF (59%)

*ALL SIDING SHOWN TO BE FIBER CEMENT.
BOARD & BATTEN, LAP SIDING, SHAKE

4 5-PLEX RIGHT ELEVATION
3/16" = 1'-0"

WRIGHT DEVELOPMENT GROUP

BRIGGS TOWNHOMES | SYRACUSE, UT

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5-PLEX ELEVATIONS | 5

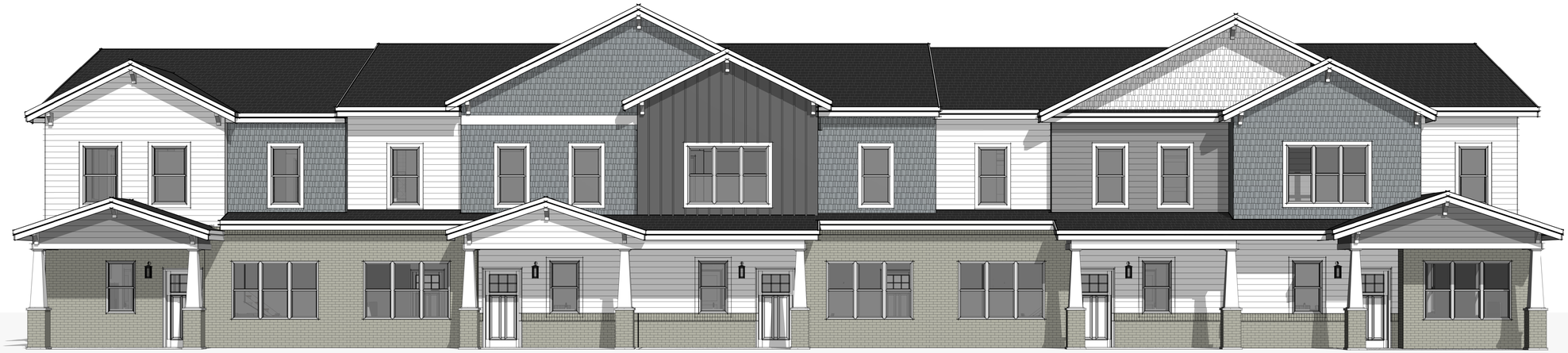
SYRACUSE, UT

JULY 7, 2021

ENVISION ARCHITECTURAL GROUP



1 FRONT PERSPECTIVE



2 REAR PERSPECTIVE

WRIGHT DEVELOPMENT GROUP

BRIGGS TOWNHOMES | SYRACUSE, UT

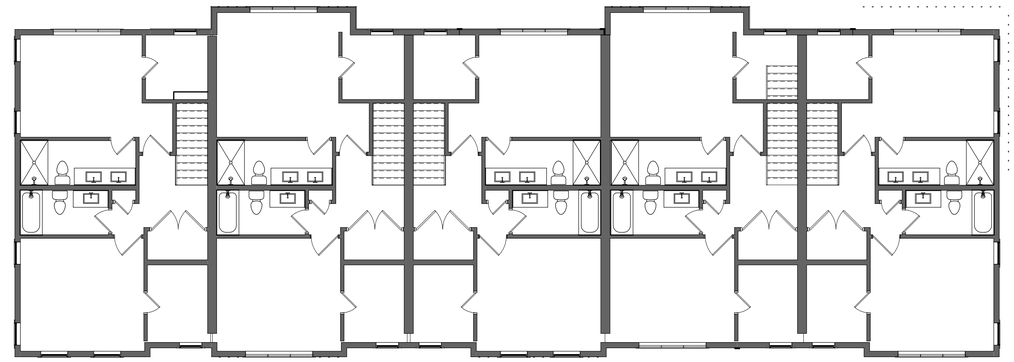
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5-PLEX PERSPECTIVE | 6

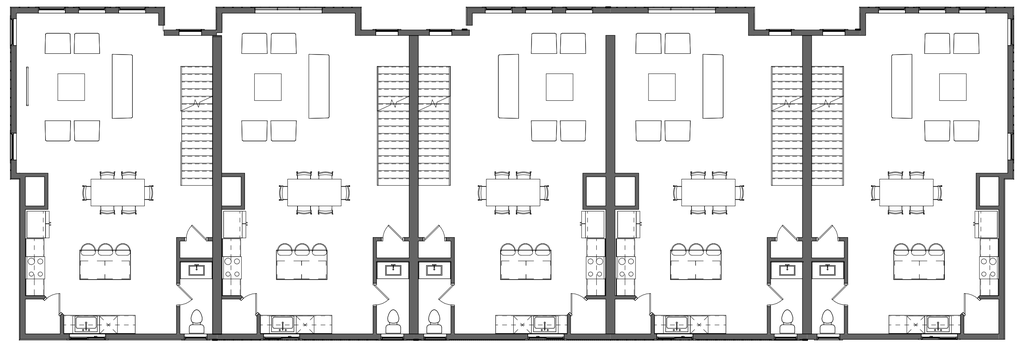
SYRACUSE, UT

JULY 7, 2021

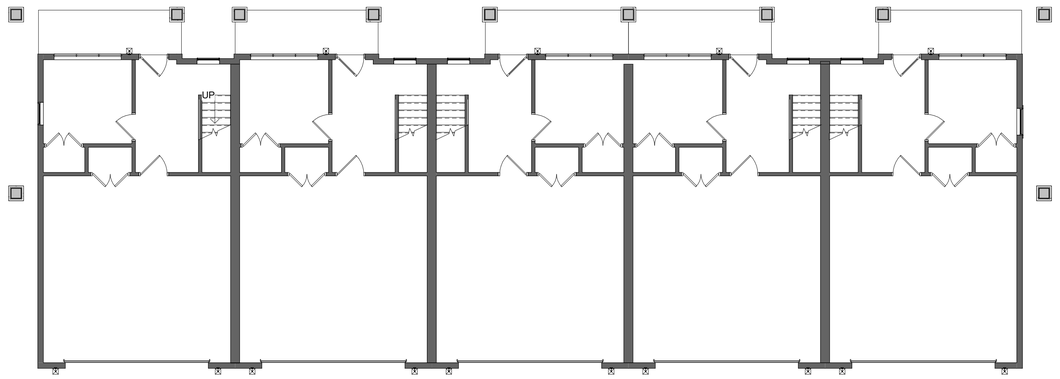
EAG ENVISION ARCHITECTURAL GROUP



3 LEVEL 3 - 3 STORY 5-PLEX
1/8" = 1'-0"



2 LEVEL 2 - 3 STORY 5-PLEX
1/8" = 1'-0"



1 LEVEL 1 - 3 STORY 5-PLEX
1/8" = 1'-0"

WRIGHT DEVELOPMENT GROUP

BRIGGS TOWNHOMES | SYRACUSE, UT

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OVERALL:	964 SF
BRICK:	340 SF (35%)

*ALL SIDING SHOWN TO BE FIBER CEMENT.
BOARD & BATTEN, LAP SIDING, SHAKE

3 TH-3 RIGHT ELEVATION
3/16" = 1'-0"



OVERALL:	2293 SF
BRICK:	719 SF (31%)

*ALL SIDING SHOWN TO BE FIBER CEMENT.
BOARD & BATTEN, LAP SIDING, SHAKE

1 TH-3 FRONT ELEVATION
3/16" = 1'-0"



OVERALL:	964 SF
BRICK:	340 SF (35%)

*ALL SIDING SHOWN TO BE FIBER CEMENT.
BOARD & BATTEN, LAP SIDING, SHAKE

4 TH-3 LEFT ELEVATION
3/16" = 1'-0"



OVERALL:	2170 SF
BRICK:	645 SF (30%)

*ALL SIDING SHOWN TO BE FIBER CEMENT.
BOARD & BATTEN, LAP SIDING, SHAKE

2 TH-3 REAR ELEVATION
3/16" = 1'-0"

WRIGHT DEVELOPMENT GROUP

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3 STORY 5-PLEX ELEVATIONS | 8

SYRACUSE, UT

JULY 7, 2021

ENVISION ARCHITECTURAL GROUP



1 FRONT PERSPECTIVE (3-STORY)



2 REAR PERSPECTIVE (3-STORY)

WRIGHT DEVELOPMENT GROUP

BRIGGS TOWNHOMES | SYRACUSE, UT

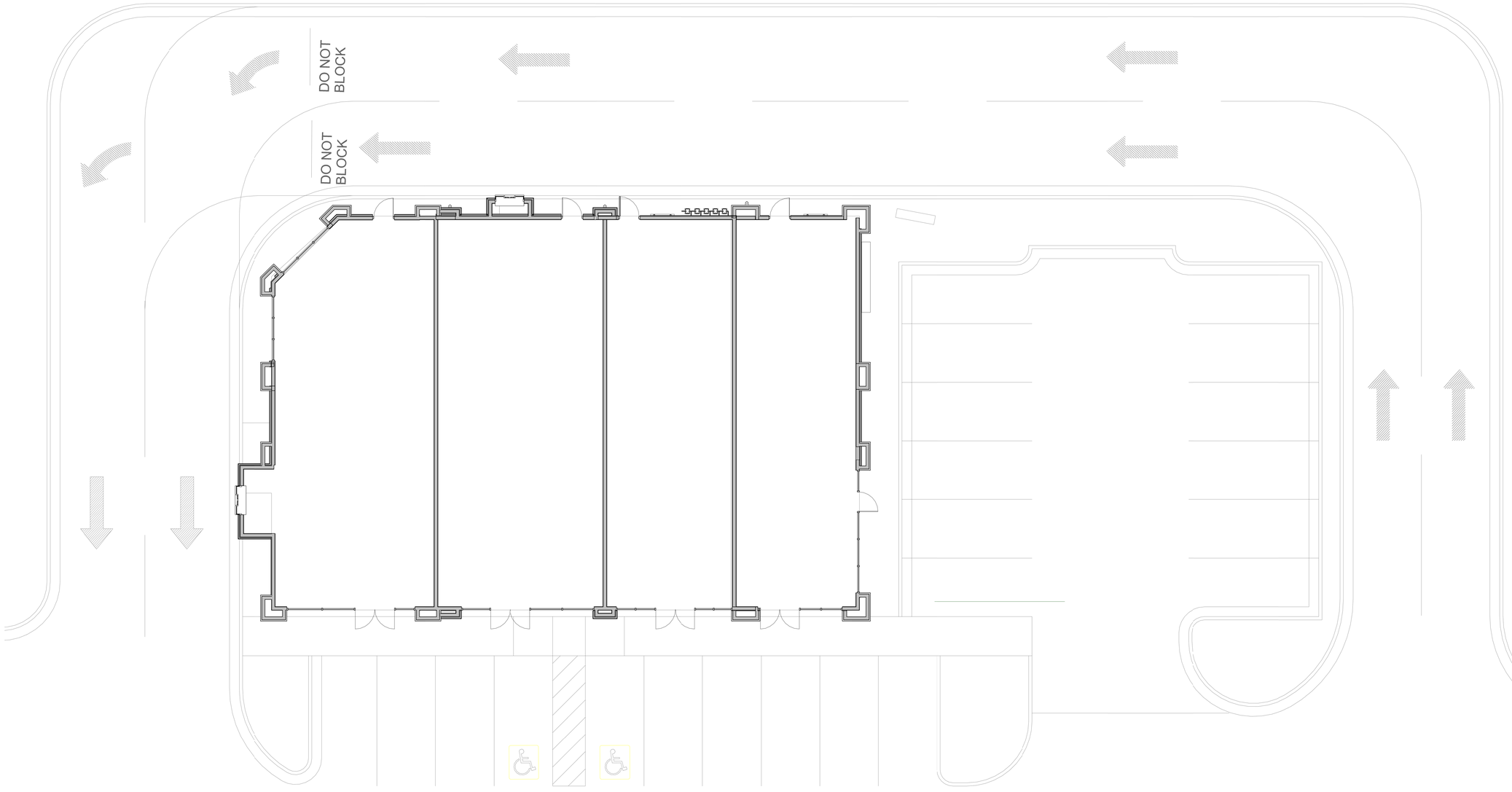
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3-STORY 5-PLEX PERSPECTIVE | 9

SYRACUSE, UT

JULY 7, 2021

ENVISION ARCHITECTURAL GROUP



1 A0.00 SITE PLAN
1/8" = 1'-0"

A0.00
SITE PLAN
BRIGGS RETAIL PAD

MAY 19, 2021

JZW ARCHITECTS

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135 E. CENTER STREET, NORTH SALT LAKE, UTAH 84054 | 849 W. HILL FIELD RD. STE. 201 LAYTON, UT 84041 | 150 N. MAIN STREET STE. 101 HEBER CITY, UT 84032 | (801) 936-1343



BRIGGS RETAIL PAD RIGHT ELEVATION

1 A2.10

1/4" = 1'-0"



BRIGGS RETAIL PAD FRONT ELEVATION

2 A2.10

1/4" = 1'-0"

A2.10

ELEVATIONS

BRIGGS RETAIL PAD

MAY 19, 2021

JZW ARCHITECTS

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1
A2.20

BRIGGS RETAIL PAD LEFT
ELEVATION

1/4" = 1'-0"



2
A2.20

BRIGGS RETAIL PAD REAR
ELEVATION

1/4" = 1'-0"

A2.20

ELEVATIONS

BRIGGS RETAIL PAD

MAY 19, 2021

JZW ARCHITECTS

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1
A2.50 PRIGGS RETAIL PAD CORNER

A2.50

PERSPECTIVE

BRIGGS RETAIL PAD

MAY 19, 2021

JZW ARCHITECTS

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From: Noah Steele
To: Logan Johnson
Cc: Brian Bloemen; Golden Barrett; Royce Davies
Subject: RE: Briggs North
Date: Wednesday, July 7, 2021 8:03:00 PM

Logan,

Even though these came in late, I was able to get them added to the packet. However, Golden or Brian haven't reviewed them yet. Thank you for the comment responses, I do think this meets the minimum requirements of the .mxd ordinance. Although, being a rezone, I still have some comments/concerns about the project:

1. The main entrance intersection: The fact that we take an entrance to our shopping center/liquor store that requires one turning movement and changing it so it requires 3 makes it less convenient. Reducing convenience and quality of circulation that effects economic development access better describes my concern. I do still have a safety concern but if your engineer is saying it is safe, I don't know if I can argue against that. I'd like to know what our engineer and fire chief say about the intersection.

2. Front porches: The latest version is better, but the side facing chairs are non-traditional. The ironic thing is that these units are actually designed to be rear fed and have a great front porch that is facing backwards and you've retrofitted a porch to the garage side that is now the front. I do wish there was a way to face the garages to an alleyway and get those really nice front porches facing out to the public realm more.

3. Planning Commission forwarded a recommendation for conditional approval with two conditions:
    a. No backing into traffic – resolved
    b. Provide driveways deep enough for parking in front of garages and/or added off street parking throughout the development – not resolved

4. We need to work out a development agreement. It will be too late to get that in the packet and this is the stage at which the city council is supposed to approve the development agreement.

5. I still feel it would be best to apply the mixed use standards to the commercial building to avoid exploiting a loophole, but it seems city council doesn't feel that way, so that is ok, and is their decision to make.

Feel free to call and discuss more.

Thanks,

Noah Steele, AICP

Scenario	Analysis
1. Build previously approved MXD plan	Build previously approved MXD plan. This one has three story apartments (117 units) and a nice vertical mixed use building up front by Antelope. Neighbors have expressed opposition to this option. However, the units would provide the most boost to nearby businesses. No further action by council for this to happen.
2. Build project entirely with MXD zone	This will require them to add a sidewalk and doors on the Antelope side. Rear townhomes can stay the same. Council could approve this zone change without re-application.
3. Build GC zone in front and back as current PRD	Build GC zone in front and back as current PRD. No changes to commercial but back would go down from 12 units per acre (54 units) to 9 units per acre (30 units). Council could approve this zone change without re-application.
4. Build GC zone in front and back as amended PRD	No changes to plan would be required. However, we would have to make a minor amendment to the .PRD zone which would not change or increase density categories but expand the 12 units per acre for this site. This would require the current application to go on hold while Council amended the text but once that is done, could approve the zone change without re-application.
5. Build GC zone in front and back as MXD	This is what is being proposed by the developer only because there is no other residential zone that allows 12 units per acre, they openly admit they do not want to build mixed use as most of us understand it. Ordinance allows a mixed-use project to provide commercial in this way only if it is 'off-site'. See ordinance below. I would interpret this as an 'on-site' pad and that utilizing the 'off-site' option in order to skirt the architectural requirements of the MXD zoning is not exactly what was in mind when the zone was drafted. The concept of allowing 'off site' commercial was to insert residential density next to a struggling shopping center that had vacancies in existing buildings, or existing outparcel pads that had been sitting that could be built on. Sort of like how you see the empty pads in Shadow Point, or the vacant space in the Verizon building. Using the zoning tool in this way sets a precedence that will prevent the zone from building the type of 'town center' project that it was intended to do. In the future, I fear, if we exercise this option, every developer will build in to his or her project an 'off-site' pad resulting in exactly what we didn't want mixed use to be...the much dreaded and discussed 'Burger King with apartments behind it' scenario and that is not what we envisioned. Plus, it may mean extending multi-family proposals into areas not envisioned for residential.

Ordinance Analysis:

The mixed-use ordinance says that 'the developer may partner with the owners of off-site commercial project to develop the required commercial'. (see below for ordinance text) This assumes a different owner, but our situation is the same owner. Also, the word off-site would assume a separate parcel. The proposed commercial site is on the same parcel, if it is on the same land, how can it be considered 'off site'? I would determine that this is not an 'off-site' situation.

10.92.040 Development standards.

(C) Mixed Use Required.

(1) One hundred percent residential projects are prohibited.

(2) Apartment complex sales offices may not be the project's sole commercial space.

(3) The development agreement shall require that the commercial component of the project cannot be omitted and shall run with the land.

(4) The developer may partner with owners of off-site commercial projects to develop the required commercial square feet of the proposed project. This may be accomplished by building new buildings on empty pad spaces, attracting tenants that sign long-term leases in empty building space, enhancing circulation with cross access agreements, or assisting in the enhancement of the partner site in other mutually beneficial ways. City Council, with recommendation from Planning Commission, must find a direct benefit between the proposed residential units and the commercial project to exercise this option. This option is available at the developer's request with the consent, desire, and agreement to partner from the owners of the existing commercial project. The agreed-to enhancements to the partner site in this option must be completed before the first residential unit receives final occupancy. Details of the partnership obligations are to be included in the development agreement and shall be binding.

(a) The commercial component of the project may be split on and off site. The combined total commercial square footage provided shall be greater than or equal to the required square footage of commercial which is based upon the height of the proposed buildings. Distribution of on- and off-site commercial square footages shall be based on the assessment of unique site characteristics that lend themselves to commercial viability and by the following:

(i) Properties within the town center overlay zone may build on- and off-site commercial in any combination, but no more than 70 percent of the required commercial may be located off site. The partner site must be located next door, sharing a property line with the proposed mixed use project.

(ii) Properties outside the town center overlay may build on- and off-site commercial in any combination. The partner site must be within one-quarter mile of the proposed mixed-use project.

(5) For a space to qualify as counting toward the required commercial square footage, it must not be accessory to the residential units, meaning to have separate utility connections, dedicated parking that is near the business entrance, a separate entrance, separate restroom, and appropriate fire separation between differing uses. Office, medical office, assisted living, retail space, or other uses deemed beneficial by City Council are to be considered commercial. Industrial uses like warehousing or storage units are not considered to be commercial uses. Also, parking areas, trash, outdoor dining, or other outdoor storage areas do not count towards the required commercial square footage.

1. Build previously approved MXD plan



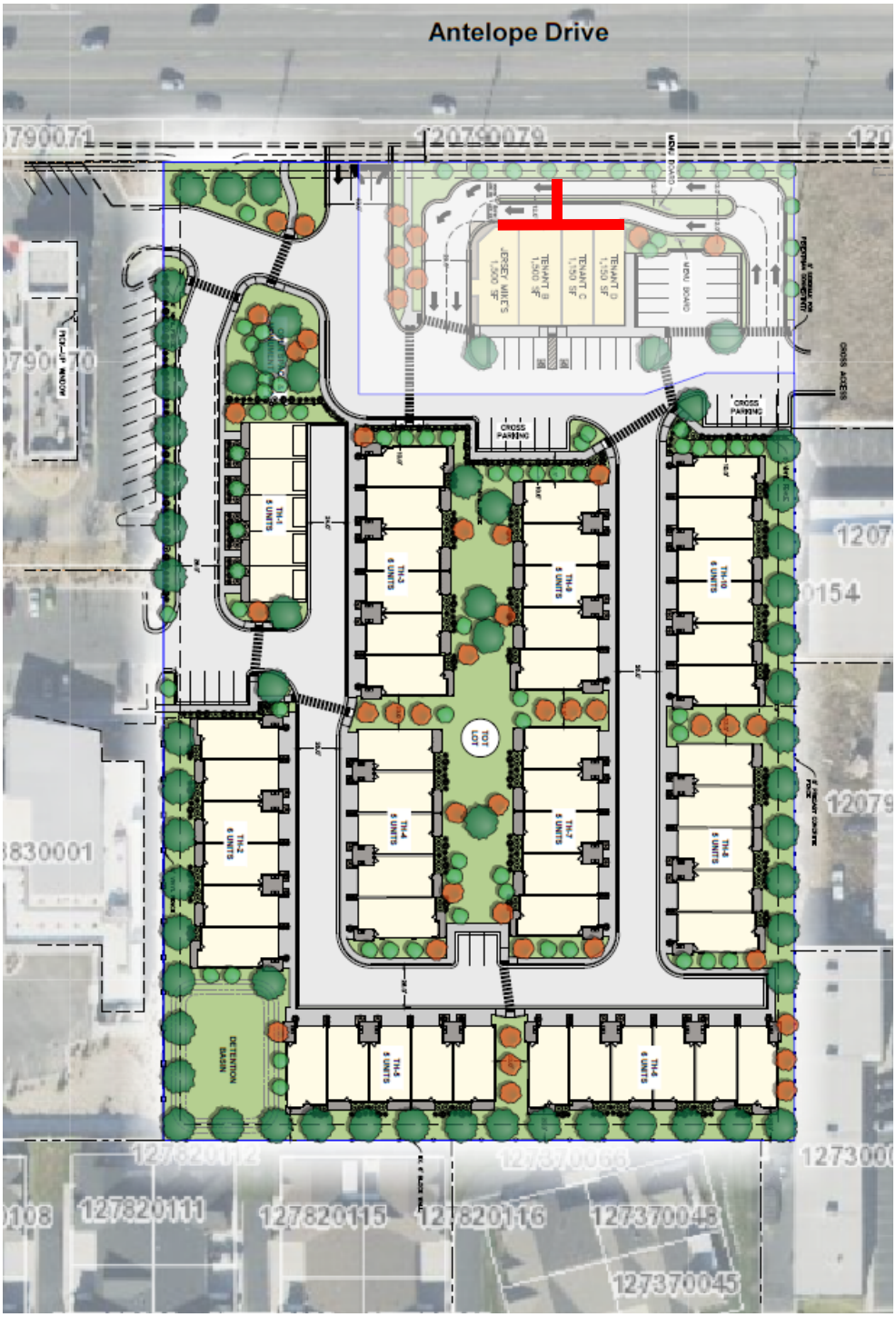
1. Build previously approved MXD plan



1. Build previously approved MXD plan



2. Build project entirely with MXD zone



2. Build project entirely with MXD zone

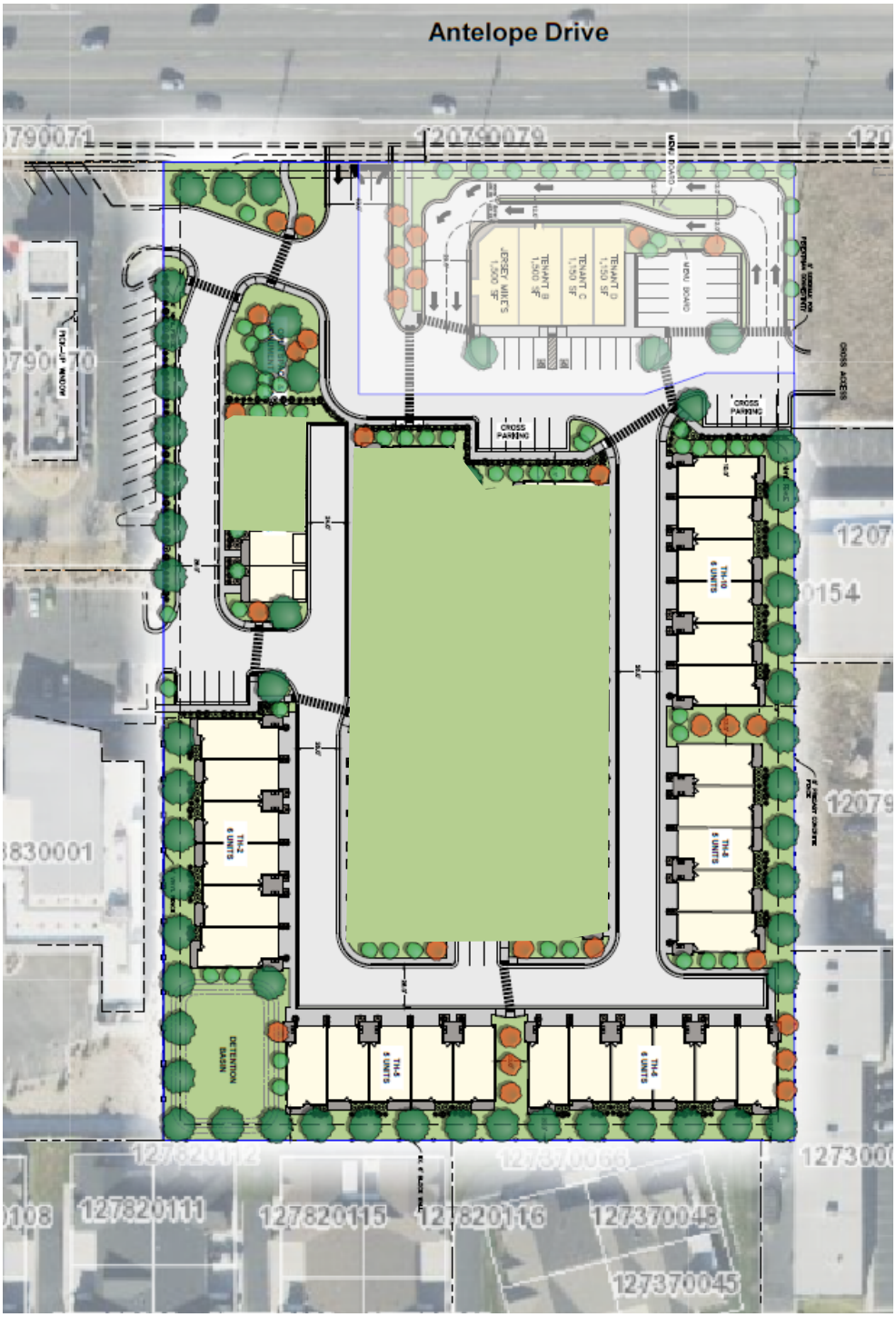


2. Build project entirely with MXD zone





3. Build GC zone in front, back as current PRD



3. Build GC zone in front, back as current PRD

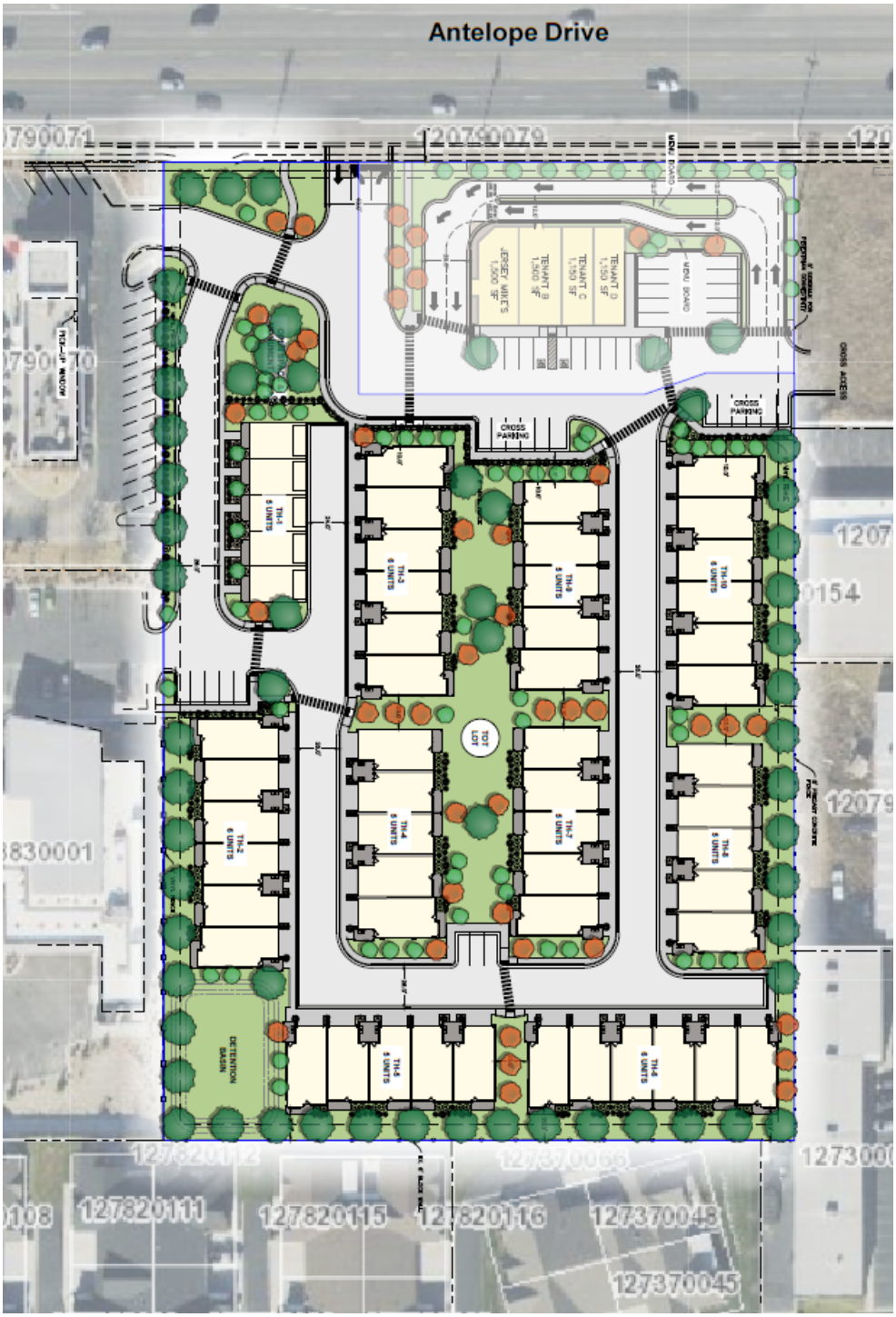


3. Build GC zone in front, back as current PRD





4. Build GC zone in front, back as amended PRD



4. Build GC zone in front, back as amended PRD

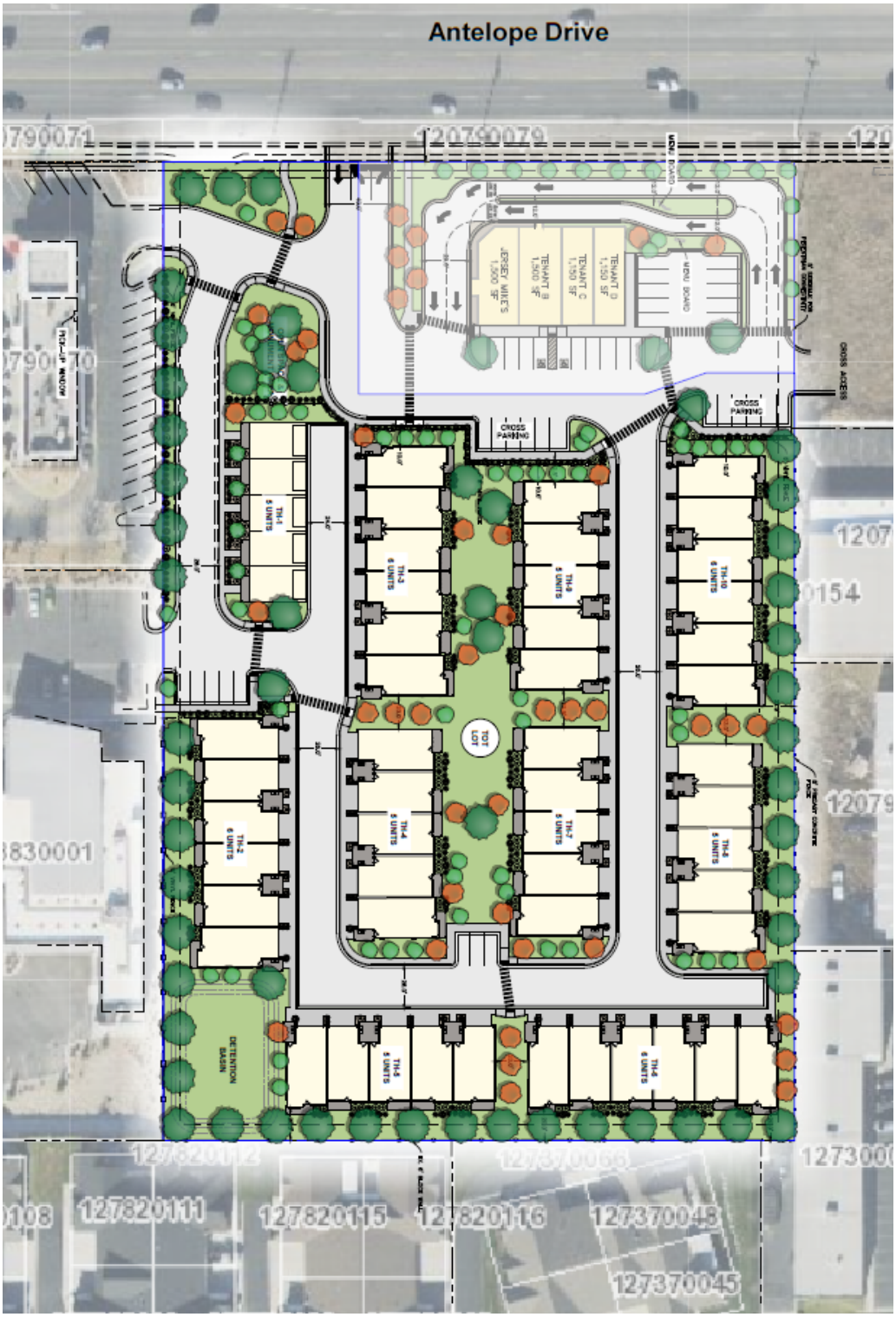


4. Build GC zone in front, back as amended PRD





5. Build GC zone in front, back as MXD



5. Build GC zone in front, back as MXD



5. Build GC zone in front, back as MXD





After recording, please send to:
Syracuse City
Attn: City Recorder
1979 W. 1900 S.
Syracuse, Utah 84075

DEVELOPMENT AGREEMENT
FOR THE ANTELOPE DRIVE BRIGGS PROPERTY PROJECT
(SYRACUSE CITY, DAVIS COUNTY, UTAH)

This Development Agreement (this "Agreement") is made and entered into as of this ____ _____ day of _____, 2021, by and between **Wright Development Group, Inc.**, a Utah corporation (the "Developer"), and **Syracuse City**, a municipality and political subdivision of the State of Utah (the "City"). City and Developer are jointly referred to as the "Parties" and each individually as a "Party."

RECITALS:

A. The Developer's affiliate entity owns ~~has under contract for purchase~~ approximately 5.29 acres of property located at approximately 817 West 1700 South in Syracuse, Davis County, Utah, as more particularly described in **Exhibit A**, which is attached hereto and by this reference made a part hereof (the "Property"). The o~~O~~wner of the property is Syracuse Property Holdings LLC ("Owner").

B. The Property is subject to the Planning and Land Use Ordinances of Syracuse City. The Property is currently zoned A-1 (Agricultural) but Developer and Owner have sought rezoning to a MXD (Mixed Use Development) and GC (General Commercial).

C. The purpose of the MXD Zone under the City Code is "provide traditional neighborhoods where residents can work, play, shop and live that are strategically designed to create a symbiotic relationship by allowing for a combination of commercial and residential uses." The Developer intends to develop the Property into the Antelope Drive Briggs Property Project (the "Project"), which shall include both the parcels proposed to be given MXD and GC zoning designations.

D. Under Syracuse Municipal Code § 10.92.040(C)(4), the MXD permits the development of off-site commercial projects to develop the required commercial square feet in the zone. If the Council approves the zoning request and authorizes execution of this Agreement, it confirms that the commercial intended to be built in the proposed GC zone qualifies as off-site commercial described in subsection 10.92.040(C)(4).

E. Developer and City acknowledge that development in the MXD Zone requires a development plan and a development agreement specific to each area zoned as MXD.

F. The City Council of Syracuse City (the "City Council"), acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq*., as amended, and the Syracuse City Code (the "City Code"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations,

has elected to enter into this Agreement, concurrent with its decision of whether to grant the zoning application.

G. The Developer and City acknowledge that the development and improvement of the Property pursuant to this Agreement must comply with the requirements of the MXD Zone and GC Zone, as applicable, and will provide certainty useful to the Developer and to the City in ongoing and future dealings and relations among the Parties pertaining to the development of the Project.

H. The City and Developer intend for this Agreement to provide Developer with vested entitlements for development of the Project. The City has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the City's General Plan, and the City's land use ordinances (collectively, the "Public Purposes"). As a result of such determination, the City has elected to move forward with the approvals necessary to approve the development of the Project in accordance with the terms and provisions of this Agreement and the Development Plan (described in Section 7 below). This Agreement is a "development agreement" within the meaning of and entered into pursuant to the terms of Utah Code Ann. §10-9a-102(2).

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

1. **Recitals; Definitions.** The Recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.

2. **Effective Date**. This Agreement is effective on the date the last party executes this Agreement as indicated by the date stated under that party's signature line (the "Effective Date").

3. **Rescission of Prior Agreement.** The Parties previously processed a zoning application in 2020, which application the City Council conditionally approved pending the execution of a development agreement under consideration at the time. The 2020 development agreement was never fully executed and did not take effect, and the Developer has submitted a new zoning application to the City along with this Agreement. Upon full execution of this Agreement and upon the Council's approval of the current zoning application, the Parties agree that the prior agreement is rescinded.

4. **Compliance with Current City Ordinances.** Unless specifically addressed in this Agreement, the Developer agrees that the Project shall be developed in a manner that complies with applicable provisions of the City Code as they exist on the date of execution of this Agreement. The Developer understands that the Project is subject to Site Plan review and approval, and that Site Plan approval is contingent upon the Project's compliance with all relevant City ordinances. This Agreement does not modify the Planning Commission's authority related to Site Plan review. Site Plan applications shall be consistent with the themes and plan established by this Agreement, unless the City Council first approves such deviations through amendment of the Agreement.

5. **Contract Dependent upon Zoning Approval.** The Parties agree that the terms of this Agreement are only applicable if the City Council approves the pending zoning application. The approval of this Agreement may only occur in conjunction with an approval of that application. The approval of this Agreement shall be an administrative action.

6. **Future Land Use Applications.** This Agreement does not authorize or promise any zoning or other approvals for future applications, including the commercial portion of the Project. The Developer intends to submit a zoning application for the commercial portion of the Project to General Commercial (GC). The application shall undergo the land development process and shall only be approved if the Council determines that the application is in the best interests of the City.

7. **Zoning and Permitted Uses**. If zoning approval is provided by the City Council, then Developer shall develop and use the Property in accordance with the requirements of the Development Plan attached hereto as **Exhibit B** (the "Development Plan") and applicable provisions of the City Code that are not inconsistent with this Agreement or the Exhibits hereto. The Project is a mixed-use development with no more than 54 townhome units, along with a commercial component of not less than five-thousand three-hundred (5,300) square feet of tenant building space.

7.1. **Density**. The maximum residential density permitted for this project is 12 units per acre, which is no greater than 54 total units for the Development. Forty-nine (49) units may contain two (2) stories, and five (5) units may contain three (3) stories.

7.2. **Common Space**. The Project contains 41 % landscaped area, along with a tot lot (the "Common Space"). The Common Space is shown on the Development Plan (**Exhibit B**). The Common Space will be owned and maintained by the property owner or a homeowner's association (the "HOA"). It will also include the on-site stormwater detention basin required by state and local ordinances. The Common Space and amenities are to be used for calculation in this Pp~~p~~roject only, and may not be used as credit toward any other common space or amenity requirements at other developments or properties.

7.3. **Layout; Circulation and Connectivity**. The layout of the residential portion of the Project as shown in the Development Plan (**Exhibit B)** is hereby approved by the City. All internal roads within the Project will be privately owned and maintained, ~~which~~ and shall be constructed in accordance with applicable City Codes and regulations.

7.4. **Cross-Access Easements**. The Developer shall provide perpetual non-exclusive public access easements on the North, East and West connections provided on the Development Plan.

7.5. **Building Height**. Homes built within the Project may not exceed thirty feet (30') in height, with the exception of five (5) townhome units, identified as TH-1 on the Development Plan, which may exceed thirty feet (30'), but which may not exceed forty feet (40') in height. For purposes of this section, height is measured from grade to crown.

7.6. **Architecture**. All homes and buildings within the Project shall meet the architectural standards of the City Code. The architectural theme and elevations are attached to this Agreement as **Exhibit C** and are incorporated into this Agreement by reference. The elevations and drawings in **Exhibit C** are attached as concepts and illustrative of themes only and may not necessarily comply with all City building requirements. Notwithstanding any other provision of this Agreement, Developer shall strictly comply with the following requirements related to architectural thematic elements in the Project:

7.6.1. **Residential Buildings.**

a) Front porches are to be at least six feet (6') wide for each unit;
b) Windows shall be provided in each front door;
c) Window mulliuons, variation, size, quantity and location shall match whatas has been provided in the Development Plan exhibits;
d) Custom corbel accent, as provided in the Development Plan;
e) All three-story units shall have rear-fed garages;
f) All units shall be configured to prevent backing out of residential units directly into commercial traffic; and
g) Craftsman columns with masonry, as provided in the Development Plan.

7.6.2. **Commercial Building.**

a) At least one public entrance shall face North toward Antelope Drive, with the following features: storefront glass around the door, floor to ceiling; operable glass door; and an entryway with a door that opens into the public portion of the floor plan, and not into a closet or kitchen.
b)a) At least one consolidated pedestrian crossing across the two drive aisles, which connects the sidewalk abutting Antelope Drive to the public entrance identified in Subsection 7.6.2(a)building, and which crossing shall utilize concrete or a different paving material from the material used for the drive aisles, and painted with clear markings for pedestrian crossing.
c) The North side entrance shall include a landing or sidewalk that is at least eight feet (8') deep and ten feet (10') wide.
d)b) Awnings and trellis shall be placed over first floor windows and doors, as provided in the Development Plan;
e)c) Brick Masonry shall be utilized on the first floor, as provided in the Development Plan;
f)d) A corner architectural feature shall be provided as found in the Development Plan;
g)e) Window variation and mullions shall be as provided in the Development Plan;
h)f) No parking shall be provided between Antelope Drive and the building, as provided in the Development Plan;
i)g) Second story windows and exterior wall heights shall give the appearance of two-stories, as shown in the Development Plan; and
j)h) Gas, electrical, and other meters or utilities shall be screened with an architectural screen wall and landscaping and be painted to match the building.

8. **Future Commercial Site Plan.** If the Developer obtains zoning for the commercial portion of the Project, then it shall submit a Site Plan in conformance with the provisions of Subsection 7.6.2 of this Agreement.

8.1. The Parties may amend this Agreement to permit deviations from those provisions, but they are otherwise to be strictly applied, regardless of the underlying requirements of the General Commercial Zone.

8.2. The Developer shall not submit any applications for building permits on the residential portion of the Project until it has first submitted a Site Plan application for the commercial portion, in conformance with the Development Plan and Subsection 7.6.2 of this Agreement. Any applications for building permits that are filed prior to the Site Plan shall be held without approval by the City. Developer agrees that permits held pursuant to this subsection shall not be subject to challenge or the protections identified in section 10-6-160 of the Utah Code related to time limits for building permit approvals or similar sections of code, until after a conforming Site Plan application has been submitted.

8.3. The Parties acknowledge and agree that the residential components of this Project are only acceptable to the City if paired with high quality commercial development. If t~~T~~he submitted~~ssion of a~~ site plan ~~that~~ is not in conformance with the Development Plan and Subsection 7.6.2 of this Agreement, the City shall provide notice to Developer of such nonconformance and Developer shall have thirty (30) days to correct the items required to bring the site plan into conformance. If Developer fails to re-submit a conforming site plan within such time period, ~~shall be a breach of this Agreement by the Developer. If such a breach occurs,~~ the City may rezone the residential property back to A-1. The Developer waives any challenge or legal action related to a rezone undertaken as a result of Developer's ~~breach~~failure to comply with this section, including a waiver of any damages suffered as a result of the change.

9. **Development Plan and Development Agreement.** The Development Plan and this Agreement are in conformance with section 10.92.040 of the City Code.

9.1. **Minimum Acres**. The Project is approximately 5.29 total acres.

9.2. **Landscaping.** Landscape shall be installed by the Developer in accordance with landscaping plans to be approved by the City, which approval will not be unreasonably withheld or delayed.

9.3. **Wetlands**. The Project shall be developed in compliance with any wetlands delineation and mitigation plans approved by the US Army Corps of Engineers, if applicable. The City will not take ownership or maintenance of any wetlands, which maintenance shall become the responsibility of the HOA~~Homeowner's Association~~ upon its establishment.

10. **Off-Site Commercial Building**. The development of the commercial building identified in the Development Plan shall be considered an off-site commercial project.

10.1. The development of the commercial building shall occur no later than simultaneously with the first residential unit developed. Occupancy shall not be granted to any residential unit until the commercial building shell has passed final inspection. This section does not require a final occupancy permits to have been issued for the commercial building, as these are issued following tenant improvements.

10.2. The commercial potion of the Project shall remain commercial and may not be converted into residential uses unless the City Council agrees to an amendment of this Agreement. This Agreement shall be recorded against that parcel and run with the land.

11. **Homeowner Association or Sole Ownership.** The Development is contemplated as a mixed-use development that will remain under sole ownership. As such, all Common Areas and maintenance requirements shall be the responsibility of the sole owner of the property or HOA, as applicable.

11.1. **Future Subdivision.** Should the Developer or a successor in interest later wish to sell condominium units into separate ownership, then they shall be required to undergo the subdivision process and receive City approval for that subdivision. In such a case, prior to the sale or subdivision of any lots, the Developer or a successor in interest shall first create an HOA which shall be responsible for maintenance of all Common Space and Common Amenities located within the Project. The HOA shall be formed at the time of recording of the final plat and shall be governed by enforceable and duly recorded Declaration Covenants, Conditions and Restrictions (the "CC&R's"), the form of which must be approved in advance by the City, which approval will not be unreasonably withheld or delayed. The use and restrictions of Common Space~~s~~ and the Common Amenities within the Project are private and will be governed by the CC&R's and such other rules, regulations and guidelines adopted by the HOA. All maintenance of the Common Space and Common Amenities shall be performed and managed by the HOA.

12. **Onsite Improvements**.

12.1. The Developer (and/or any subsequent owner of the Project) shall be responsible for the installation of all onsite parking, drive aisles, water, sewer, and storm drainage improvements sufficient for the development of the Project in accordance with the City Code. The water, sewer, stormwater detention basin, and storm drain connections shall be made where and as approved by the City, which approval will not be unreasonably withheld. The existing utilities for the property owners to the West are privately owned and approvals for connection to those mains shall be approved by the utility owner. The City does not object to connecting to those mains, provided they are adequately sized to service the development. The City shall have no responsibility of maintenance related to the improvements; the City's liability for such infrastructure ends at the connection to the main line.

13. **Culinary Water.**

13.1. The Developer shall meet or exceed the minimum culinary water requirements set forth in the Utah Division of Drinking Water R309-105 and Syracuse City Engineering Standards and Specifications.

13.2. R309-105-9 (Minimum Water Pressure) governs minimum water pressures and sets the minimum peak day demand requirement for this development at 40 psi. The City's mainline pressure at ground level during peak day demand is 45 psi. As a result, any construction higher than one story will require a means to increase the water pressure to meet or exceed the 40 psi peak day demand threshold. Any higher pressure zone created by this development will be required to install a backflow preventer to protect the integrity of the City's system. The backflow preventer shall be installed and maintained as set forth in R309-105-12 (Cross Connection Control).

13.3. Two connections to the City's culinary system will be required.

14. **Water Share Contribution**. In connection with the development of the Project, upon the application for a building permit for the first building in the Development, Developer will transfer to the City all of the shares of water required for irrigation purposes, with the right to receive at least _____ acre feet of water annually, in accordance with Syracuse Municipal Code § 8.10.090.

15. **Vested Rights**. The City and Developer intend that this Agreement be construed to grant Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the Eeffective Ddate of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and are in addition to those rights that exist under statute, common law and at equity. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinance(s). By electing to submit a development application under a new future ordinance, however, Developer will not be deemed to have waived its right to submit or process other development applications under the City Code that apply as of the Eeffective Ddate of this Agreement. Notwithstanding this section, the site plan and development applications shall not be inconsistent with the themes and plan established by this Agreement, without prior City Council approval of those submissions, which approval shall not be unreasonably withheld or delayed, and shall serve as an amendment to this Agreement.

16. **Assignment.** Neither this Development Agreement nor any of the provisions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement. [See 21.2] The Project may not be assigned to multiple developers – only a single assignment of the entire Project shall be permissible.

17. **Integration.** This Development Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature between the Parties, and may only be modified by a subsequent writing duly executed by the Ppparties hereto.

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

19. **Notices.**

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be (a) served personally upon the party for whom intended, (b) sent by nationally recognized express delivery service, or (c) or if mailed, be by certified mail, return receipt requested, postage prepaid, to such party at its address shown below. Additionally, any such notices, requests and demands may be sent by electronic mail, so long as such notice is also delivered by one of the methods describe above.

To Developer:

Wright Development Group, Inc.
1178 W. Legacy Crossing Blvd., Ste. 100
Centerville, Utah 84014
Attn: Spencer Wright
Email: spencer@wrightdevelopment.com

With a Copy to:

Wright Development Group, Inc.~~Blacksmith Development, LLC~~
1178 W. Legacy Crossing Blvd., Ste. 100
Centerville, Utah 84014
Attn: Amy Dolce
Email: amy@wrightdevelopment.com
~~938 E. Country Rd.~~
~~Fruit Heights, UT 84037~~

To the City:

Syracuse City Attorney
1979 West 1900 South
Syracuse, Utah 84075
Email: _____

With a Copy to:

Syracuse City Manager
1979 West 1900 South
Syracuse, UT 84075

Email: _____

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

20. **Amendment.**

The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. Any amendment of a substantial provision of this Agreement shall require the prior approval of the City Council and must be recorded in the Davis County Recorder's Office to be effective.

21. **General Terms and Conditions.**

21.1. Termination of Agreement. The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of the following events: (i) certificates of occupancy have been issued for all dwelling units to be constructed in the Project, or (ii) ten (10) years from the date on which this Agreement is recorded with the Davis County Recorder's Office; provided, however, that if Developer is not in breach of any material provisions of this Agreement when said 10-year period expires, and any portions of the Project have not been completely built-out, then this Agreement shall automatically be extended for an additional period of five (5) years. When public improvements have been constructed and accepted by County (after expiration of applicable warranty periods), the Developer and/or the subsequent Owner/Developer shall be released from and have no continuing obligations with respect to such improvements.

21.2. Successors and Assigns. This Agreement shall be binding on the successors and assigns of Developer and future owners with respect to the portion of the Project they own. ~~If any portion of the Property is transferred ("Transfer") to a third party ("Transferee"), the transferor and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer, the transferor provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby.~~ Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer or Owner under this Agreement and the transferor shall be released from any further obligations under this Agreement as to the transferred property. In all events, this Agreement shall run with and benefit the Property.

21.3. Default & Remedies. If either the Developer or the City fails to perform their respective obligations under the terms of this Agreement, the party believing that a default has occurred shall provide written notice to the other P~~p~~arty specifically identifying the claimed event of default and the applicable provisions of this Agreement ~~that is~~ claimed to be in default. The defaulting P~~p~~arty shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. The P~~p~~arties shall meet and confer in an attempt to resolve the default but, in the event they are not able to do so, the P~~p~~arties shall have the rights and remedies available at law and in equity, including injunctive

relief or specific performance, but excluding the recovery of monetary damages. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights.

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

21.5. Referendum or Challenge. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including zoning approval. The Developer agrees that the City shall not be found to be in breach of this Agreement if such a referendum or challenge is successful and overturns the land use decision. In such a case, this Agreement is void at inception.

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

21.7. No Officer or Employee Interest. It is agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This section does not apply to elected offices.

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

(*Remainder of page is intentionally blank*)

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

WRIGHT DEVELOPMENT GROUP, INC.

By: _____

Its: _____

Date: _____

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2021, personally appeared before me _____, the authorized _____**,** whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Development Agreement on behalf of said company and who duly acknowledged to me that he/she executed the same for the purposes therein stated.

_____
Notary Public

SYRACUSE CITY

By _____
Mike Gailey, Mayor

Attest:

_____
Cassie Z. Brown, MMC
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2021, personally appeared before me Mayor Mike Gailey, the authorized signer of Syracuse City, whose identity is personally known to me, to be the person who executed the Development Agreement on behalf of Syracuse City, and who duly acknowledged to me that he executed the same for the purposes therein stated.

_____
Notary Public

Approved as to Form:

_____
Paul H. Roberts
City Attorney

EXHIBIT A

Description of the Property/Project

All of Lot 2, Briggs & Sons Subdivision.

CONT. 5.29 ACRES.

EXHIBIT B

Development Plan

EXHIBIT C

Architectural Theme and Elevations

COUNCIL AGENDA

July 27, 2021

LEGISLATIVE ITEM

Agenda Item **"e.4"**

Potential Amendment to Town Center Ordinance 10.100

Factual Summation

-One of the goals of the City's recently adopted Economic Development 'PEP' Plan is to "Establish the city as the “Un-I-15" alternative to ‘typical’ cities on the Wasatch Front."

-'Typical' cities on the Wasatch Front are commonly built with automobile oriented land uses and designs.

-The 2019 General Plan visioning committee identified during a survey that 'Highway Commercial' was among the least desireable themes for new development.

-The Town Center Overlay Zone implements standards with the goal to create a pedestrian friendly and mixed use core. This is for econimic development but also pedestrian safety.

-The city has experienced multiple pedestrian injuries and even death from auto colisions in recent history.

-There is a proposal to build a 'typical' gas station within the town center where there is concern that the proposed typical design will reduce pedestrian safety and detract from the desired mixed use core.

-Recently a 'Designing for Pedestrian Safety' training was given to Planning Commission and this slideshow is included in this report as it relates to this topic of economic development branding and placemaking.

-Recommendation

Planning Commission voted on 7-20-21 to forwarding a positive recommendation to amend the Town Center Overlay Ordinance.

-Process

PC recommendation
CC Work Meeting 
CC Voting Meeting adopt by ordinance

Chapter 10.100
TOWN CENTER OVERLAY ZONE
Sections:

10.100.010 Purpose.
10.100.020 Development requirements.
10.100.030 Permitted uses.
10.100.040 Development theme.
10.100.050 Development plan.
10.100.060 Architectural Review Committee.
10.100.070 Special provisions.

10.100.010 Purpose.

This zone includes the land area as defined on the Syracuse City current zoning and general plan maps. The purpose of the town center overlay zone is to provide a method for implementing special provisions regarding the establishment and promotion of a central core area of the community characterized by stringent design standards for buildings, public spaces, site design and landscaping with a harmonious and wide range of development opportunities that introduce a mixed-use concept. While the town center zoning classification is intended to address new construction that may occur with the town center area, it is also intended to support the preservation and adaptive reuse of any existing historic structures; the preservation of existing natural features, especially trees; new development that blends in with existing conditions and enhances the traditional town center character; the advancement of architectural and site design standards that promote walkability and human scale; and the creation and maintenance of historic town center identity. [Ord. 09-09 § 1 (Exh. A); Code 1971 § 10-20-010.]

10.100.020 Development requirements.

Development requirements shall ~~conform to the guidelines and standards as set forth in the town center master plan.~~ conform with the following standards in addition to the standards in the ARC, site plan, and underlying zoning ordinances:

- All principal buildings shall be placed on site with:
  - Maximum front setback of 40', minimum of 15'
  - All front doors shall face the public street,
    - the street facing door shall be
      - operable,
      - open to the public during business hours,
      - be surrounded by a glass storefront denoting of a main entrance.
      - Maintain transparency into the interior of the building.
      - the windows shall not be covered by signs by wrapping with vinyl or other signage material.
      - Have a direct sidewalk connection between the road and front door with the shortest distance possible.

- Parking shall be:
  - located to the side or rear of the principal building.
  - screened with landscaping and a low wall when visible from street.
  - Not be located between the front of the building and the street.

- Signage in the Town Center shall conform with the following regulations in addition to the regulations found in Chapter 10.45:
    - On-site detached signage shall be no taller than 10', except;
      -If associated with a multi-story office building may be up to 15'
    - Maximum size of 100 square feet including base structure, signage, roof, foundation, hollow areas, and any other associated elements. Measured as a generalized length x width. Size exception;
      -if associated with a multi-story office building may be up to 120 sf
    - All signs shall feature a decorative masonry base of brick, rock, or stone. No CMU split or honed or other.
    - Off-premises signage shall not be allowed.
    - Attached building signage or branding colors shall not exceed 10% of any side of any structure's façade.
    - Electronic message signs shall:
        - Be limited to one per building/site
        - Be a maximum of 40 sf.
        - Be counted towards the maximum detached signage square footage and height allowances.
        - Have adjustable brightness that is adjusted down to prevent light pollution.

[Ord. 09-09 § 1 (Exh. A); Code 1971 § 10-20-020.]

10.100.030 Permitted uses.

Uses permitted within the town center overlay zone are those uses as permitted or conditionally permitted under current zoning or the uses as outlined in City's general plan as adopted with the exception of the following uses which are prohibited within the town center overlay zone: auto repair, auto body, auto maintenance, auto detailing, car washes, and car dealerships. These uses are limited with the intent to create a pedestrian friendly mixed-use City core, including the location and orientation of drive-through service uses. [Ord. 18-10 § 1 (Exh. A); Ord. 09-09 § 1 (Exh. A); Code 1971 § 10-20-030.]

10.100.040 Development theme.

Development in this zone shall conform to an approved development theme. The theme shall be reviewed and recommended for approval by the Architectural Review Committee. Final approval of any development theme shall be by the City Council, and shall conform to the provisions outlined in the town center master plan. [Ord. 09-09 § 1 (Exh. A); Code 1971 § 10-20-040.]

10.100.050 Development plan.

To ensure development conforms to the town center master plan, City staff shall review and approve all development plans. Drawings should include the placement of buildings and their uses, landscaping, parking, lighting, and design guidelines outlined in the area's master plan. Before submittal to the Planning Commission for recommendation and to the City Council for final approval all plans, elevations and architectural details shall be reviewed by the Architectural Review Committee. The Architectural Review Committee shall review and recommend any plans, elevations or details prior to consideration by the Planning Commission and approval by the City Council. [Ord. 09-09 § 1 (Exh. A); Code 1971 § 10-20-040.]

10.100.060 Architectural Review Committee.

Developments within the town center overlay zone are required to be reviewed by the Architectural Review Committee in accordance with Chapter 10.28 SCC, Architectural Review Committee and Design Standards. [Ord. 13-11 § 1; Ord. 09-09 § 1 (Exh. A); Code 1971 § 10-20-050.]

10.100.070 Special provisions.

(A) All lots, parcels, or sites shall have a minimum 15 percent of the total area landscaped, including all required front yards, installed within four months of occupancy and permanently maintained in good condition.

(B) Temporary buildings shall meet the provisions of the currently adopted editions of the International Building Code and must be sufficiently anchored to withstand a 100-mile-per-hour wind.

(C) Commercial uses that require grease traps/interceptors shall locate such devices on the outside of the restaurant or food service building and frequently and effectively service such devices to maintain them in satisfactory working order to protect the sanitary sewer system from contaminants. A licensed hauler shall dispose of all materials removed from a grease trap/interceptor at an approved disposal site in a lawful manner.

Restaurant, food service businesses, or commercial uses of used fryer oil shall dispose of such oil into a self-contained oil-rendering tank for disposal and transport. Outside or "refuse/dumpster" storage of oil-rendering barrels or other containers is prohibited.

(D) In order to minimize the possibility of commercial properties becoming blighted, retail establishments of 40,000 square feet or greater shall enter into a facility use agreement with the City prior to the issuance of a building permit. Additionally, the owner shall submit a facility maintenance plan as required in this chapter 30 days prior to the owner vacating the building.

(1) The terms "vacant" or "vacate" as used herein shall mean that no business activity is undertaken from the retail establishment for a period of 180 consecutive days.

(2) The facility use agreement shall outline the responsibility of the owner to remove the building, should it become vacant for more than three and one-half consecutive years, and shall provide legal remedies to enforce the terms of the agreement. In the event a building is vacant for more than three and one-half consecutive years, the owner shall remove the building and restore the property to a safe and compatible condition. The facility use agreement shall be in substantially the following form, which form is hereby adopted as part of this title.

Facility Use Agreement
AN AGREEMENT BY AND BETWEEN _____, A _____ HEREINAFTER REFERRED TO AS OWNER, AND SYRACUSE CITY, A MUNICIPAL CORPORATION HEREINAFTER REFERRED TO AS CITY.
Recitals
(1) The Owner desires to construct a commercial facility, at approximately _____, in Syracuse City to conduct a business known as _____.
(2) The City has adopted ordinances to govern the development of commercial property within Syracuse City designed to protect the health, safety, and welfare of the community.
(3) The City has valid concern that blighted conditions might occur should said facility or structure become vacant for an extended period of time.
(4) The Owner and City are desirous to minimize impact to the community should the building become vacant.
Agreement
NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions set forth herein, and other good and valuable consideration, the Owner and City agree as follows:
(1) Owner will provide the City a written facility management plan 30 days prior to vacating the building which outlines plans to maintain the property according to City Ordinance. Failure to do so will constitute a breach of this Agreement and entitle the City to injunctive relief to enforce the provisions hereof.
(2) Should the building remain vacant for 42 consecutive months, the City shall provide written notice to the Owner, at the address as it appears on this Agreement, ordering Owner to remove the building and restore the property to a condition that does not distract from surrounding businesses.
(3) Should the Owner fail to comply with the City's request to remove the building within 30 days from the mailing date of said notice to the Owner, the City may file suit for specific performance to enforce the terms of this Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 20__.
(Signed, witnessed, and/or attested)

(3) In the event, for any reason, the retail establishment chooses to vacate the premises for a period of six months or greater, the owner shall submit a facility maintenance plan to the City 30 days prior to vacating. The maintenance plan shall include:

(a) The estimated time the facility will be vacant.

(b) Detailed plans to maintain the property during the time it will be vacant.

(c) Method of securing all entrances to the facility.

(d) Plans to restrict access to off-street parking.

(e) Plans to remove all advertisement and business signage.

(f) Plans to market the property.

(E) Existing residential and accessory structures may remain in this zone for commercial purposes if the property meets all the following conditions:

(1) The proposed use for the structure conforms with the permitted use for this zone.

(2) The lot size has a minimum of 21,780 square feet.

(3) The parcel has a minimum frontage as required by zoning on an existing public street.

(4) Setbacks comply with the established minimum requirements for this zone and receive approval with site plan.

(5) The lot has an existing driveway access from a public street and receives approval with site plan for any proposed modifications to said driveway (the Utah Department of Transportation shall also approve any access located on a state road).

(6) All off-street parking complies with the requirements in Chapter 10.40 SCC and receives approval with site plan.

(7) All signs and lighting complies with the requirements in Chapter 10.45 SCC and receives approval with site plan.
(8) All landscape and buffering complies with the established requirements in Chapter 10.30 SCC and receives approval with the site plan.
(9) The Building and Fire Departments inspect and approve all plans and uses. [Ord. 09-09 § 1 (Exh. A); Code 1971 § 10-20-060.]


PEPSI
Five Star Restaurant
VAPE AFFLICTION
A-1 DISCOUNT SATELLITES
779-0779
BIKE LANE
NO PARKING
BIKE LANE


metroPCS
Authorized Dealer
LOAN CENTER


Costa Vida
FRESH MEXICAN GRILL
Papa Murphy's
PIZZA
Park Plaza
CLINTON
LOWE'S
KOHL'S
ROSS
DRESS FOR LESS
THRIVE
petco
DOWNEAST
PAD AVAILABLE
AVAILABLE
801.579.6549
Brett Palmer
Kyle Bloomfield


verizon
PIZZA HUT


PARK CITY TITLE COMPANY
SPEED LIMIT 35
NOW HIRING
PASTA
WINGS


DANCE
STOP
Main Street

COUNCIL AGENDA
July 27, 2021

Agenda Item **"f"** City Hall Staffing Changes Discussion.

Background

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

- The City has been notified by two employees, a husband and wife, that they will both be terminating their employment with the City to serve a church-related mission. While a specific date has not been given, it is expected to take place in the November-December timeframe.

- At the current time, one of those employees is taking several weeks of leave due to a medical issue.

- One of the employees is a combined building inspector/code enforcement officer for the City. The other employee is a part time court clerk.

Dynamics in Court Activity

- Since December 2020, the court has experienced an accelerated number of cases, with the most recent quarter reaching the highest number of cases in three years. The primary driver of the court activity is traffic citations. This increase coincides with the City's deployment of a patrol officer dedicated primarily to traffic enforcement.

- Earlier this year, the City reduced the court's staffing level to match it with the historically low level of activity.

- Currently, the court is staffed with one court clerk supervisor and a part-time court clerk (the same clerk who is leaving later this year).

- Based on the increased activity, it is proposed that the City add an additional part-time clerk to the justice court, in addition to backfilling the vacancy of the existing court clerk. This would raise the justice court's staffing levels back to its pre-pandemic levels.

- Additionally, it is proposed that that the City may need to plan for an additional part-time or full-time court clerk in the near future depending on the activity that may be generated due to a full-functioning traffic unit in the police department. This decision would not need to be made now, but it is in the foreseeable future.

Dynamics in Community & Economic Development

- Over the last three years, the number of annual building permits in the City has steadily risen, reaching historically high numbers in the last year. Based on recently approved residential and commercial developments, the next two years are expected to reach record numbers. Additionally, with the addition of the West Davis Highway, further development is expected to accelerate even further into the foreseeable future.

- With the current building inspector/code enforcement officer on medical leave, along with his expected departure, our current building inspection staff is facing unsustainable workloads. We are concerned that the City will not be able to keep up with the permits, and/or critical mistakes will be made in the rush to get applications processed on time.

- At a minimum, it is proposed that the City hire an additional full time building inspector. For now this person would replace the outgoing staff member, but could start now and get trained in time for when the current inspector/code enforcement officer leaves. At the same time, it is proposed that the City detach the code enforcement duties into a dedicated part-time position. This will allow the building inspector to focus fully on building inspections, and help relieve the oncoming workloads.

- Additionally, it proposed that the City make plans to hire an additional full time building inspector in the near future, perhaps during this fiscal year, in order to cover the expected workload over the next several years.

Budgetary Discussion Related to Proposed Changes

All of the proposed staffing additions in this discussion are commensurate with increased activity in their respective departments. Additionally, the staffing additions are related to fee-based revenue, not necessarily tax-supported activities.

Court Staffing

Step 1 (now)

Proposed staffing increase in justice court: 0.5	$17,000- midpoint
Projected add'l annual revenue from court activity:	$25,000

Net Difference: +$8,000

Step 2 (near future)
Proposed staffing increase in justice court: 1 FTE $56,000- midpoint
Projected add'l annual revenue from court activity: $15,000

Net Difference: -$41,000
Total Difference – both 1 & 2 positions: -$33,000

CED Staffing
Step 1-a (now)
Proposed staffing increase in building inspections: 1 FTE $80,000 - midpoint
Projected add'l annual revenue from permits: $125,000

Net Difference: +$45,000

Step 1-b (now)
Proposed staffing decrease in building inspections: - 0.5 FTE -$28,000
Projected add'l annual revenue from permits: $0 – see above

Net Difference: +$28,000
Total Changes – both 1a & 1b positions: +$73,000

Step 2 (near future)
Proposed staffing increase in building inspections: 1 FTE $80,000 - midpoint
Projected annual revenue from permits: $0– see above

Net Difference: -$80,000
Total Changes – both 1a, 1b, & 2 above: -$7,000

Discussion Item
Listen to consider presentation of staffing issues in CED and Justice Court. Discuss and give guidance to Administration on direction moving forward.

COUNCIL AGENDA
June 22, 2021

Agenda Item **"g"** FY2021 General Fund Surplus Priorities and Fund Balance Discussion.

Factual Summation

- Any question regarding this agenda item may be directed at City Manager Brody Bovero or Administrative Service Director, Steve Marshall.
- It is projected that the General Fund will have an FY21 surplus of somewhere between $1 Million and $1.5 Million.
- With its budgetary authority, the City Council has the means to appropriate the surplus funds to fulfill the needs and goals of the City.
- Surplus funds are considered "one-time" money. From a financial prudence standpoint, this means that any surplus spending should be made on capital improvements, large vehicle purchases, or land acquisition; and not ongoing to expenses such as wages, yearly service contracts, or other operating items.
- In the 2021 State legislative session, the law was changed to allow cities to retain a General Fund balance up to 35% of annual revenues. In the most recent audit, the City had a fund balance that was a little higher than 25% of annual revenues.
- The City's adopted Fund Balance Policy indicates that it will retain a minimum of 16.7% (two months' worth) of annual revenue in its fund balance unless additional spending is needed due to an emergency or "rainy day". See attachment.

Discussion

The Council has broad discretion on uses of the surplus funding. Based on the 2021 annual goals retreat, here are few of the adopted and stated priorities of the Council that could be eligible for surplus funding:

<u>Economic Development (Prioritized Economic Plan)</u>

- Pursue development of 2500 West to SR 193
- Actively Recruit quality office, retail, restaurant, and experiential retail businesses. Set aside money for market studies and/or incentives for these types of businesses.

- Strategic Areas to prepare for targeted development:
    - Town Center (currently $200k budgeted for parking improvements)
    - City-Owned WDC/3000 W property
    - Farm Village Boutique Retail Concept (Boysen site)
    - 1000 West/Antelope Drive Redevelopment Corner
    - Create small area plan for 1000 W, 2000 W, 3000 W nodes

Parks & Trails

- Regional Park Construction
- Park Land Acquisition
- Development of Great Salt Lake Shoreline Trail
- Accelerate Park Projects: See attached 5-yr Parks Plan

Roads

- Various Road Projects- See marked projects on attached 5 Yr Plan

Other Considerations

Technology

- Park security (cameras)
- Further development of online transactional services and public interaction

Property Management/Water Conservation

- Convert turf areas to low-water landscapes (Currently $25k)

Parks & Trails

- Bike paths (comprehensive system signage and markings)
- Dog Park
- Paved Trail to Causeway on Antelope Drive
- Fishing platforms and interpretive signs at Jensen Park
- Cemetery Expansion

Economic Development

- Branding- City signage to develop branding (currently $60k budgeted for park signs)
- Branding- "Welcome" gateway entry for the WDC/Antelope Interchange

Unallocated

- Place money in fund balance for future allocation

Goals of Discussion

1. Review the Council's priorities for purposes of allocating the FY21 General Fund Surplus.
2. Receive direction from Council to refine the allocation of surplus monies.

Future Parks Projects List - Tentative 1-5 Year Plan

1-5 Year Projects	Parks Maintenance Fee 1740	General/Capital 804070	Park Impact Fee 124070	RAP Tax 114070	Project Total	Priority (FiscalYear)
Ending FY2021 Cash Balance - Current Year	$108,430	$6,084,750	$3,354,000	$44,000		
FY2022 Project Year						
Stoker Park Tennis Court Renovation	X	$100,000		$100,000	$200,000	FY2022
Fremont Park Pavilion Replacement	$40,000	X		$60,000	$100,000	FY2022
Fremont Park Playground Replacement	$25,000	X		$90,000	$115,000	FY2022
Legacy Park Playground Replacement		$115,000		$0	$115,000	FY2022
Regional Park Design / Construction			$160,000		$160,000	FY2022
Fremont Park Parking Lot Surface Treatment (Seal)	$5,600	X			$5,600	FY2022
Linda Vista Parking Lot Surface Treatment (Seal)	$3,400	X			$3,400	FY2022
Fremont Park Central Controller (Irrigation)	$24,000	X			$24,000	FY2022
Parks Maintenance Facility		$2,750,000			$2,750,000	FY2022
Trail ROW along shoreline			$100,000		$100,000	FY2022
Cemetery Parking Lot Surface Treatment (Overlay)		$176,000			$176,000	FY2022
Signage @ Parks	$60,000	X	X		$60,000	FY2022
Ending FY2022 Cash Balance - Year 1	$40,430	$0	$4,231,500	$67,300		
FY2023 Project Year						
S. Canterbury Park Playground Replacement	$25,000	X		$90,000	$115,000	FY2023
S. Canterbury Park Central Controller (Irrigation)	$20,000	X			$20,000	FY2023
S. Canterbury Park Pavilion Replacement	$30,000	X	X	$70,000	$100,000	FY2023
Regional Park Construction		X	X	X	??	FY2023
Rockcreek Park Parking Lot Surface Treatment (Seal)	$12,000	X			$12,000	FY2023
Bluffridge Park Parking Lot Surface Treatment (Seal)	$3,800	X			$3,800	FY2023
Replace Backstops @ Founders Park (Field 1@2)	X	$50,000		X	$50,000	FY2023
Ending FY2023 Cash Balance - Year 2	-$370	$0	$4,987,750	$179,341		
FY2024 Project Year						
Parking Expansion @ Rockcreek Park	X	X	$150,000.00	X	$150,000	FY2024
2nd Restroom @ Rockcreek Park	X	X	X	$150,000.00	$150,000	FY2024
Rockcreek Playground Replacement	$50,000	X		$65,000	$115,000	FY2024
Ending FY2024 Cash Balance - Year 3	-$370	$0	$5,744,000	$399,985		
FY2025 Project Year						
Stoker Park Restroom Replacement	X	X		$160,000	$160,000	FY2025
Stoker Park Pavilion Replacement	X	X		$100,000	$100,000	FY2025
Stoker Park Central Controller (Irrigation)	$15,000	X		X	$15,000	FY2025
Stoker Park Parking Lot Renovation	$35,000	X		$45,000	$80,000	FY2025
Ending FY2025 Cash Balance - Year 4	-$370	$0	$6,500,250	$394,912		
FY2026 Project Year						
Bluff Ridge Pavilion (30'X30')	X	X	X	$60,000	$60,000	FY2026
Linda Vista Playground Replacement	X	X		$115,000.00	$115,000	FY2026
Ending FY2026 Cash Balance - Year 5	$49,630	$0	$6,575,875	$534,834		

Future Projects/Considerations					
Dog Park		X	X	X	$50,000
WIFI @ Founders, Jensen, Centennial Park(s)		X		X	$20,000
Automatic Locks @ Restrooms	X	X		X	$17,000
Cemetery Expansion Design		X			
Cemetery Expansion Construction		X			
Cemetery Shed Renovation	X	X		X	
Community Center Carpet Replacement		X		X	$33,000
Community Center Expansion		X		X	
Canterbury South Irrigation System Replacement	X	X		X	
Canterbury North Irrigation Replacement & Regrade	X	X		X	
Chloe's Playground Resurfacing	X	X		X	
Fremont Park Restroom Replacement	x	x		x	$180,000
Jensen Park Building Renovation		x		x	
Floating Dock at Jensen	x	x		x	
Expansion of Stoker Park Tennis Courts		x	x	x	
Canterbury Park Basketball Court Renovation	x	x		x	
Founders Park Basebeball Tower Renovation	x	x		x	
Founders Park North Sidewalks Renovation	x	x		x	
Founders Park Dugout (Field 3, 4 & 5) Renovation	x	x		x	

Future Capital Projects List - Tentative 1-5 Year Replacement Plan

Funded Projects Not Yet Complete	Class C Capital 204070	Culinary 501671	Secondary 301671	Storm Drain 401671	Land Drain	Sewer Capital 531670	Road Impact Fee 214070	Culinary Impact Fee 511670	Secondary Impact Fee 311670	Storm Drain Impact Fee 411670	Project Total
Ending FY2021 Cash Balance - Current Year	$733,000	$1,380,000	$1,102,000	$556,500		$1,581,000	$412,736	$1,225,000	$2,128,899	$916,803	
FY2022 Project Year											
Bond Payment 3 MG Culinary Tank		$222,000						$445,000			$667,000
**2000 West Improvements	$23,000										$23,000
**2000 West ROW Purchase	$17,000										$17,000
**2000 West Interchange Utilities				$51,000		$25,000					$76,000
**Antelope Drive/Bluff Road/3000 West Utility Replacements		$905,000	$1,028,000			$890,000			$320,000		$3,143,000
**3000 West Improvements	$739,000										$739,000
1100 South (2000 West to 2100 West) & 2100 West	$500,000	$675,000	$625,000	$425,000	-	$15,000	-	-	-	-	$2,240,000
Doral Drive (2700 South to 2200 South)	$550,000	-	-	-	-	-	-	-	-	-	$550,000
2022 Surface Treatments	$200,000	-	-	-	-	-	-	-	-	-	$200,000
2022 Culinary Radio Conversion	-	$150,000	-	-	-	-	-	-	-	-	$150,000
Ending FY2022 Cash Balance - Year 1	$416,400	$552,661	$221,940	$249,562		$863,987	$662,736	$1,111,000	$2,123,899	$1,241,803	
FY2023 Project Year											
Bond Payment 3 MG Culinary Tank		$222,000						$445,000			$667,000
2023 Surface Treatments	$500,000	-	-	-	-	-	-	-	-	-	$500,000
Bluff Road 18" Secondary (Bluff pump house to 2000 West)	-	-	-	-	-	-	-	-	$1,000,000	-	$1,000,000
1000 West 2075 S to 2700 S & 2300 S 1000 W to 850 W Cul/Sec/Land Drain/Road	$650,000	$625,000	$615,000	$500,000	-	-	-	-	-	-	$2,390,000
1250 West Street (1525 South South To 1350 South)	$135,000	$185,000	$185,000	$200,000	-	$210,000	-	-	-	-	$915,000
Dallas St(1925 W to Banbury)/1350 S/1300 S/1800 W/1925 W (Dallas to 1350 S)	$472,500	-	-	-	-	-	-	-	-	-	$472,500
2023 Culinary Radio Conversion	-	$150,000	-	-	-	-	-	-	-	-	$150,000
Ending FY2023 Cash Balance - Year 2	$436,300	$495,322	$194,880	($281,376)		$866,974	$912,736	$997,000	$1,438,899	$1,566,803	
FY2024 Project Year											
Bond Payment 3 MG Culinary Tank		$222,000						$445,000			$667,000
Kristalyn Gardens	$150,000	$350,000	$350,000	-	-	$357,000	-	-	-	-	$1,207,000
Heritage Lane/1975 South/1840 W/1800 W/1900 W/2100S/2025 S	$738,125	-	-	-	-	-	-	-	-	-	$738,125
2400 South (1950 West to 1850 West)	$162,000	$166,500	$222,000	-	-	$252,000	-	-	-	-	$802,500
2024 Surface Treatments	$500,000	-	-	-	-	-	-	-	-	-	$500,000
2024 Culinary Radio Conversion	-	$150,000	-	-	-	-	-	-	-	-	$150,000
4000 West Overlay (Sewer District to Antelope)	$100,000	-	-	-	-	-	-	-	-	-	$100,000
Concrete 1000 West 2700 South Roundabout	$275,000	-	-	-	-	-	-	-	-	-	$275,000
700 South 4000 West Roundabout (50% West Point/50% Syracuse)	-	-	-	-	-	-	$350,000	-	-	-	$350,000
2700 South 3000 West Roundabout	-	-	-	-	-	-	$600,000	-	-	-	$600,000
Syracuse Meadows Overlay	$200,000	-	-	-	-	-	-	-	-	-	$200,000
Ending FY2024 Cash Balance - Year 3	$88,575	$731,483	$395,820	($112,314)		$470,961	$212,736	$883,000	$1,753,899	$1,891,803	
FY2025 Project Year											
2025 Culinary Radio Conversion	-	$150,000	-	-	-	-	-	-	-	-	$150,000
Bond Payment 3 MG Culinary Tank		$222,000						$445,000			$667,000
1100 West Culinary	$240,000	$375,000	$330,000	$365,000	-	$375,000	-	-	-	-	$1,685,000
Dallas/1290 South 12" Culinary	$95,000	$250,000	-	-	-	-	-	-	-	-	$345,000
2025 Surface Treatments	$500,000	-	-	-	-	-	-	-	-	-	$500,000
1900 South (2000 West to 2590 West) & Everything N to Antelope	$890,130	-	-	-	-	-	-	-	-	-	$890,130
Ending FY2025 Cash Balance - Year 4	$140,845	$859,144	$838,760	($308,252)		$308,948	$462,736	$769,000	$2,068,899	$2,216,803	
FY2026 Project Year											
2026 Culinary Radio Conversion		$150,000							-	-	$150,000
Bond Payment 3 MG Culinary Tank		$222,000						$445,000			$667,000
2026 Surface Treatments	$500,000								-	-	$500,000
Sunset Farms Culinary & Secondary	$586,750	$472,500	$432,000	-	-	-	-	-	-	-	$1,491,250
Stoker Lane Culinary	$198,000	$352,000	$330,000	-	-	-	-	-	-	-	$880,000
1525 West 12" Culinary Transmission Line	$288,000	$450,000	-	-	-	-	-	-	-	-	$738,000
2920 South (1000 West to 1200 West)	$193,200	-	-	-	-	-	-	-	-	-	$193,200
2920 South (1000 West to 800 West)	$237,590	-	-	-	-	-	-	-	-	-	$237,590
2800 South (1000 West to 800 West)	$180,090	-	-	-	-	-	-	-	-	-	$180,090
3450 South (930 West to End)	$115,000	-	-	-	-	-	-	-	-	-	$115,000
Harmony Bluff Overlay	$72,000	-	-	-	-	-	-	-	-	-	$72,000
2425 South (1475 West to End)	$150,000	-	-	-	-	-	-	-	-	-	$150,000
2500 South (1000 West to 1475 West)	$402,500	-	-	-	-	-	-	-	-	-	$402,500
1200 West (3000 South to 2700 South)	$200,000	-	-	-	-	-	-	-	-	-	$200,000
Gleneagles Overlay	$85,000	-	-	-	-	-	-	-	-	-	$85,000
Ending FY2026 Cash Balance - Year 5	($1,289,885)	$337,305	$849,700	($139,190)		$521,935	$712,736	$655,000	$2,383,899	$2,541,803	
Estimated 1 to 5 Year Capital Projects Total	**$10,844,885**	**$6,666,000**	**$4,117,000**	**$1,541,000**	**$0**	**$2,124,000**	**$950,000**	**$2,225,000**	**$1,320,000**	**$0**	**$29,787,885**

From Adopted Prioritized Economic Plan (PEP):

Action items mentioned in this vision document:

Establish the City as the "Un-I-15" alternative to 'typical' cities on the Wasatch Front.

-Actively seek out quality office, retail, and restaurant establishments that are unique or uncommon -in the region.
-Uphold design requirements that create unique amenities and experiences.
-Develop a boutique retail experiential shopping center like Gardner Village.
-Commission a public space signage plan; monuments, parks, wayfinding, marquee. etc.

Support the development of experience-based businesses and activities to attract patrons to the City's business sector.

-Seek out recreational types of businesses.
-Continue support of the Syracuse Arts Council who can help program existing and future venues.
-Meet regularly with Antelope Island State Park leadership, county tourism leadership, and state - level leaders to bring further investment in amenities on A.I.S.P.
-Acquire land along the east shoreline of the Great Salt Lake for a passive recreation park.
-Continue expanding the city's trail system

Plan for a variety of housing types in strategic locations

-Continue to add population in a variety of housing types to diversify the housing portfolio meeting the needs of all age and job categories.
-Continue to use the mixed-use zone to create office space.

Attract daytime population and employment opportunities through targeting aerospace engineering, distribution, manufacturing, and general Class A office uses

-Allocate budget as soon as possible for the 2500 W. project
-Purposefully target aerospace industries and foster relationships with the Hill AFB community.
-Make fiber available city wide to all homes and businesses.
-Establish tax increment (TIF) project areas around the WDC interchanges and over the large - properties along SR 193.
-Actively prepare strategic areas to be shovel ready

Boost Property Value

-Clean up the town center landscaping, parking, clock tower.
-Sell city land in town center for development

Maximize the WDC Interchange Potential

-Strategically plan land uses around each West Davis Corridor Interchange.
-Purchase land owned by UDOT surrounding the interchange to expedite development and protect town center uses.

Maintain and grow sales tax revenue

-Protect hard corners of two intersecting major roads for retail as much as feasible.
-Support existing businesses
-Maintain an open-door policy towards existing and future opportunities

SYRACUSE CITY
FUND BALANCE POLICY

PURPOSE OF FUND BALANCE

The purpose of this policy is to establish a target level of fund balance for the general fund and to establish a process and criteria for the continued evaluation of that target level as conditions warrant. This policy shall also establish a process for reaching and or maintaining the targeted level of fund balance and the priority for the use of resources in excess of the target.

It is essential that Syracuse City (City) maintain adequate levels of unrestricted fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and other circumstances. The fund balance also provides cash flow liquidity for the City's general operations. This policy shall provide a mechanism for monitoring and reporting the City's general fund balance. This policy applies only to the general fund.

DEFINITIONS AND CLASSIFICATIONS

Fund Balance is a term used to describe the net assets of governmental funds. It is calculated as the difference between the assets and liabilities reported in a governmental fund.

The Governmental Accounting Standards Board (GASB), who establishes financial reporting rules for governments, separates fund balance into five classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. The five classifications of fund balance are defined below.

1. ***Non-spendable*** – resources which cannot be spent because they are either
   a) not in spendable form (i.e. inventories); or
   b) legally or contractually required to be maintained intact.

2. ***Restricted*** – resources with constraints placed on the use of resources which are either
   a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or
   b) imposed by law through constitutional provisions or enabling legislation.

3. **Committed** - resources which are subject to limitations the government imposes upon itself at its highest level of decision making (City Council) and that remain bound unless removed in the same manner by the City Council (i.e. park maintenance and street light utility).

4. ***Assigned*** – resources neither restricted nor committed for which a government has a stated intended use as established by the City Council to which the City Council has delegated the authority to assign amounts for specific purposes to the City Manager.

These purposes include capital improvements, capital purchase, debt reduction, or other one-time expenditures as approved by the City Council.

5. ***Unassigned*** – resources which cannot be properly classified in one of the other four categories. This is the amount of fund balance that is available to address emergencies and provide fiscal stability.

BACKGROUND AND CONSIDERATIONS

Fund balance is intended to serve as a measure of financial resources in a governmental fund. The City's management, credit rating agencies, banks, and others monitor the levels of fund balance in the general fund as an important indicator of the City's economic condition.

Credit rating agencies monitor levels of fund balance and unrestricted fund balance in the City's general fund to evaluate a government's continued creditworthiness. Likewise, laws and regulations often govern appropriate levels of fund balance and unrestricted fund balance for state and local governments.

Those interested primarily in a government's creditworthiness or economic condition (e.g., rating agencies) are likely to favor increased levels of fund balance. Opposing pressures often come from unions, taxpayers and citizens' groups, which may view high levels of fund balance as "excessive." Therefore, it is imperative that the governing body adopt a fund balance policy that meets the expectations of credit rating agencies, but also is sensitive to our citizens and taxpayers.

In establishing an appropriate level of fund balance the City has considered the following factors:

- Property Tax Base
- Sales Tax Revenues
- Debt Profile
- Liquidity
- Budget Management
- Future Uses
- Citizen input

The GFOA recommends, at a minimum, that general-purpose governments, regardless of size, maintain unrestricted fund balance in their general fund of no less than two months (16.7%) of regular general fund operating revenues or regular general fund operating expenditures. Utah Code 10-6-116 requires that the fund balance be between 5% and 25%.

The City has determined that the two month minimum recommendation is appropriate and meets the objectives of this fund balance policy.

FUND BALANCE POLICY

It is the policy of the City to maintain a minimum unrestricted fund balance in the general fund of **16.7%** of the general fund revenues. For the purposes of this policy, unrestricted fund balance includes the committed, assigned, and unassigned fund balance designations described above.

In the event that the unrestricted fund balance drops below the 16.7% targeted level, the City will develop a plan, implemented through the annual budgetary process, to bring the balance back to the target level. In no instance shall the unrestricted fund balance in the general fund ever fall below 5% of general fund revenues as required by state law. Except in the case of an emergency the City Council will be required to take action on any item that temporarily reduces fund balance below the 16.7% minimum target level. An emergency includes those items that are not foreseeable such as a sudden economic downturn, natural disaster, etc.

Amounts in excess of the targeted maximum of 16.7% of general fund revenues may be spent upon approval by the City Council. Approved uses of fund balance would include capital improvements (i.e. streets, parks, etc), capital purchases (i.e. vehicles, equipment, etc), debt reduction, or other one-time expenditures as identified by the City Council.

POLICY ADMINISTRATION

Annually during the Comprehensive Annual Financial Report (CAFR) presentation, the Finance Director shall report the City's fund balance and the classification of the various components in accordance with GAAP and this policy.

Should the City fall below the minimum target level, the Finance Director shall prepare a plan and recommendation to restore the unrestricted fund balance to the target level prior to the ensuing fiscal year's budget adoption.

Should the City exceed the 16.7% target level, the City Manager shall prepare a recommendation to the council on how to utilize excess funds for capital improvements or other one-time expenditures.

COUNCIL AGENDA

July 27, 2021

Agenda Item **"h"** Budget Discussion & TNT Hearing Preparation

Factual Summation

- Any question regarding this agenda item may be directed at Admin. Services Director Stephen Marshall or City Manager Brody Bovero.
- Please review the final budget proposal on our website at https://www.syracuseut.gov/ArchiveCenter/ViewFile/Item/124. No changes have been made since the tentative budget was approved on June 8, 2021.
- Please review sample public notice for the newspaper. This will go out the week before our August 10, 2021, meeting.

Truth in Taxation Informational Presentation

Prior to accepting public comment at the August 10th Truth in Taxation hearing, City Manager Brody Bovero will provide an informational presentation on the tax proposal being considered by the Council.

Truth in Taxation Process

- As required by Utah Code Annotated 10-6-113, the governing body shall establish the time and place of a public hearing to consider its adoption and shall order that notice of the public hearing be published at least seven days prior to the public hearing.
    - This requirement has been met since the City Council adopted the tentative budget on May 11th and set a public hearing on June 8, 2021 to consider adoption of the final budget.
- As required by Utah Code Annotated 10-6-118, "before the last June 22 of each fiscal period, or, **in the case of a property tax increase under Sections 59-2-919 through 59-2-923, before August 17 of the year for which a property tax increase is proposed**, the governing body shall by resolution or ordinance adopt a budget for the ensuing fiscal period for each fund for which a budget is required under this chapter. A copy of the final budget for each fund shall be certified by the budget officer and filed with the state auditor within 30 days after adoption."

- The council is considering a truth in taxation process and raising property taxes by $486,000 to fund the paramedic program ($450,000) and benchmark adjustments for positions that have fallen greater than 5% behind the market ($36,000).
- Since the Council is considering increasing the tax rate above the county certified tax rate, it is considered a tax increase under state law and requires a truth in taxation process. The council set the Truth in Taxation public hearing to August 10th to discuss increasing the tax rate.

- The city will be required to advertise in the newspaper once individually and once on a county combined advertisement the intent to increase taxes.

- This increase will be show on the property tax bills sent to all residents during late July. The tax bill will show that a TNT meeting will be held and will give a date and time of the public hearing.

NOTICE OF PROPOSED TAX INCREASE
SYRACUSE CITY

The SYRACUSE CITY is proposing to increase its property tax revenue.

- The SYRACUSE CITY tax on a $400,000 residence would increase from $311.52 to $363.66, which is $52.14 per year.

- The SYRACUSE CITY tax on a $400,000 business would increase from $566.40 to $661.20, which is $94.80 per year.

- If the proposed budget is approved, SYRACUSE CITY would increase its property tax budgeted revenue by 16.74% above last year's property tax budgeted revenue excluding eligible new growth.

All concerned citizens are invited to a public hearing on the tax increase.

PUBLIC HEARING

Date/Time: 8/10/2021 6:00 P.M.

Location: Syracuse City Hall
1979 West 1900 South
Syracuse

To obtain more information regarding the tax increase, citizens may contact SYRACUSE CITY at 801-825-1477.

Tax Rate Increase Advertisement Requirements

Instructions for newspaper publication:

- The advertisement shall be no less than 1/4 page in size

- The type used shall be no less than 18 point

- A 1/4 inch border shall surround the advertisement

- The advertisement may not be placed in that portion of the newspaper where legal notices and classified advertisements appear

Instructions for the taxing entity:

- The advertisement shall be published in:

  1) a newspaper or combination of newspapers of general circulation in the taxing entity

  2) Electronically in accordance with Section 41-1-101: on a website established by the collective efforts of Utah newspapers www.utahlegals.com

  3) On the Utah Public Notice Website created in Section 63F-1-701 www.utah.gov/pmn/index.html

- It is the legislative intent that whenever possible the advertisement should appear in a newspaper that is published at least one day per week

- The newspaper or combination of newspapers selected shall be of general interest and readership in the taxing entity and not of limited subject matter

- The advertisement shall run once each week for two weeks preceding the hearing.

- If the taxing entity is in a county that is required to publish a list (59-2-919.2), the taxing entity is only required to published one advertisement, one week before the public hearing

- The advertisement shall state that the taxing entity will meet on a certain day, time, and place fixed in the advertisement. The exact wording for the advertisement can be found in 59-2-919

- The scheduled hearing shall not be held less than ten (10) days after the mailing of the "Notice of Property Valuation and Tax Change" by the county auditor

- The scheduled meeting on the proposed tax increase may coincide with the hearing on the proposed budget

- The scheduled meeting shall begin at or after 6:00 P.M.

COUNCIL AGENDA
Work Session
July 27, 2021

Agenda Item **"i"** Rules and Bylaws Addressing Electronic Meetings

Factual Summation

- Any question regarding this agenda item may be directed at Paul Roberts or Cassie Brown.

- Please see attached draft changes to the City Council Rules of Procedure and Planning Commission Bylaws.

- Draft provisions related to electronic meetings are designated in redline. The changes accomplish the following:

    - Indicates that councilmembers are still "present" for quorum purposes, even though they are participating virtually
    - Establishes that connection or other technological issues do not require the meeting to end, unless there is no longer a quorum
    - Requires councilmembers to keep their video cameras on
    - Authorizes staff to mute those who speak without being recognized by the Mayor, and to disconnect individuals who are disrupting the meeting
    - Confirms that Syracuse does not have a minimum number of councilmembers that must be attending a meeting in person
    - Permits entirely virtual meetings, with an anchor location (unless exigencies or emergency declarations apply)
    - Establishes rules for participants and councilmembers who are participating in a closed session, such as a requirement for headphones and personal responsibility for leaked information.

Discussion Goals

The following items outline the goals of this discussion:

1. Discuss whether the proposed changes comply with the direction previously given

2. Place on a future agenda if the amendments are amenable to the Council.

SYRACUSE CITY COUNCIL

RULES OF ORDER AND PROCEDURE TO GOVERN PUBLIC MEETINGS OF THE LEGISLATIVE BODY

1. PURPOSE.

These policies and procedures are designed and adopted for the purpose of providing guidelines for the members of the Syracuse City Council in the performance of their duties and conducting their meetings. The City Council shall be governed by the provisions of all applicable State Statutes, City Ordinances, and these rules. Nothing in these rules shall be interpreted to provide independent basis for invalidating or in any way altering a final decision of the Council unless otherwise provided by City ordinance, or State Law. Nor shall anything herein be construed so as to provide or create an independent cause of action for any person or action.

2. ORGANIZATION

A. Mayor. The Mayor is the Chief Executive and Administrative Officer of the City. Except as otherwise provided herein, he/she shall sign his/her name officially for and in behalf of the City, and shall sign all deeds, bonds, bills, notes, obligations, and other agreements, documents, and papers to which the City is legally a party and shall perform such other duties as may be provided by law or ordinance. During his/her temporary absence or disability the City Council shall elect a Councilmember to act as Mayor pro tem, who, during such absence or disability, shall possess the power of Mayor.

B. Duties of the Mayor.

i. To preside at all meetings of the Council and shall provide general direction for the meetings;
ii. To call the Council to order, and proceed with the order of business;
iii. To announce the business before the Council in the order in which it is to be acted upon;
iv. To receive and submit in the proper manner all motions and propositions presented by the members of the Council;
v. To put to vote all questions which are properly moved, or necessarily arise in the course of proceedings and to announce the result thereof;
vi. To inform the Council, when necessary, or when referred to for that purpose, on any point of order or practice. In the course of discharge of this duty, the Mayor shall have the right to call upon Legal Counsel for advice;
vii. To authenticate by signature, when necessary, or when directed by the Council, all acts, orders, and proceedings of the Council'
viii. To maintain order at meetings of the Council;

ix. To move the agenda along, hold down redundancy, reference handouts and procedures in a sensitive way during meetings;
x. Recognize speakers and Councilmembers prior to receiving comments and presentation of physical evidence, i.e., plans and pictures; and
xi. The Mayor will not participate in the voting procedures unless authorized to do so by provisions of State law or City Ordinance.

C. **Duties of Mayor Pro Tem.** In the absence of the Mayor, a Mayor pro tem is appointed. This appointment is made via resolution adopted by the Council at the beginning of each calendar year. The Council will assign the position of Mayor pro tem, second Mayor pro tem, and third Mayor pro tem to three different Councilmembers. The assignment of the Mayor pro tem positions will remain unchanged until a subsequent vote of the Council. The Mayor pro tem, during the absence of the Mayor, shall have and perform all the duties and function of the Mayor.

D. **City Recorder.** The City Recorder shall serve as the secretary of the Council. The City Recorder shall have the following duties:
i. To give notice of all City Council meetings;
ii. To keep and record the minutes of the proceedings of the City Council;
iii. To keep and maintain a permanent record file of all vital documents and papers pertaining to the work of the Council;
iv. Is authorized to sign the meeting minutes after said minutes have been approved by the City Council; and
v. To perform such other duties as may be required.

3. DUTIES OF COUNCILMEMBERS.

A. **Meeting Attendance.** Every member of the Council shall attend the sessions of the Council unless duly excused or unless unable to attend because of extenuating circumstances. Any member desiring to be excused shall notify the City Recorder. The City Recorder shall call the same to the attention of the Mayor.

B. **Conflict of Interest.** A Councilmember to whom some private benefit may come as a result of a Councilmember action shall not participate in the action.
i. The private benefit may be direct or indirect; create a material or personal gain; or provide an advantage to relations, friends, or to groups and associations which hold some share of the person's loyalty. However, membership itself in a group or organization shall not be considered a conflict of interest as to Council action concerning such group or unless a reasonable person would conclude that such membership in itself would prevent an objective consideration of the matter.

ii. A Councilmember experiencing, in their opinion, a conflict of interest, shall declare that interest publicly, abstain from voting on the action, and be excused from the room during consideration of the action. That Councilmember shall not discuss the matter privately with any other Councilmember.

iii. A conflict of interest may exist under these rules although a Councilmember may not believe an actual conflict does exist; therefore, a Councilmember who has any questions as to whether a conflict of interest exists under these rules shall raise the matter with the remaining Councilmembers and the City Attorney in order that a determination may be made as to whether a conflict of interest exists.

iv. No Councilmember shall engage in any transaction in which the Councilmember has a financial interest, direct or indirect, with the agency or jurisdiction that the official serves unless the transaction is disclosed publicly and determined to be lawful.

v. The requirements of Section 10-3-1301 et. Seq. of the Utah Code, known as the "Municipal Officers' and Employees' Ethics Act", shall be adhered to. If a conflict exists between these policies, State law, or City ordinance, the most strict shall apply.

C. Gifts and Favors. Gifts, favors, or advantages must not be accepted if they are offered because the receiver holds a position of public responsibility. It is very important that Councilmembers be fair and impartial in their dealings with the public and that they serve all citizens equally. It is not enough to avoid favoritism; Councilmembers should strive to avoid even the appearance of giving preference to one citizen or business over another.

i. The value of a gift or advantage and the relation of the giver to public business should be considered in determining acceptability. Small gifts that come in the form of business lunches, calendars, or office bric-a-brac are often, but not always, acceptable. In cases of doubt, Councilmembers should refuse.

ii. Councilmembers should not accept gifts from outside agencies which may be competing or applying for City business, permits, or development decisions. Accepting gifts not only gives the appearance of favoritism, but may create an embarrassing and possibly unlawful position for the City. Items of small value such as calendars, pencils, etc. with advertising or logos are acceptable, but large items such as clothing, equipment for personal use, etc. should be declined.

D. Councilmember Removal.

A Councilmember may be fined or expelled from a meeting for disorderly conduct upon a two-thirds (2/3) vote of all members.

E. **Treatment of Information.** It is important to discriminate between Council information that belongs to the public and Council information that does not.

i. Generally, final reports and official records of City Departments must be open on an equal basis to all inquiries.

ii. Information considered private, controlled, or protected that is learned in the course of performing Council duties must be treated in confidence if specifically requested by the applicant, or as dictated by State law. Such information becomes public when an application for official action is submitted.

iii. Information contained in studies that are in progress should not be divulged except in accordance with established City policies on the release of its studies.

F. **Decorum.**

i. Members of the Governing Body shall not engage in personal attacks and shall restrict comments to issues before the body. Violations of decorum or conduct of Councilmembers shall be addressed by the Mayor who may declare a Councilmember out of order.

ii. Governing Body members should avoid engaging in private discourse or committing any other act, such as text messaging, which may tend to distract the attention of the Council or the audience from business before the Council, or which might interfere with any person's right to be heard after recognition by the Mayor.

G. **Training Opportunities.** Each annual fiscal year (FY) budget adopted by the City Council includes funding for training opportunities that are available to all Councilmembers; however, throughout the year, training opportunities for individual Councilmembers may arise. In these instances, electronic communication will be sent to the entire City Council regarding the training opportunity and if one member of the Council is opposed to the training opportunity, an item will be included on the next regularly scheduled City Council meeting agenda to give the entire Council the ability to discuss the matter further and offer their approval or disapproval of an expense from the City Council budget for such training opportunity.

4. MEETINGS.

A. **Place.** All meetings of the City Council shall be held in the City Council Chambers of City Hall, 1979 W. 1900 S., Syracuse, Utah, or at such other place as the Syracuse City Council may designate.

B. **Business Meetings.** Business meetings of the City Council shall be held on the second Tuesday of each month beginning at 7:00 p.m.

C. **Work Sessions.** Work sessions may be held on the fourth Tuesday of each month beginning at 6:00 p.m. Work sessions are informal in nature and designed to facilitate open discussion and problem-solving among participants. The Mayor facilitates discussion and recognizes speakers, such as City staff, consultants, and members of the public who have been invited to provide input to the Council.

D. **Special Meetings.** Special meetings may be ordered by the Mayor or by any two (2) members of the Council if the business of the City requires it. Special Council meetings shall be properly noticed at least 24 hours in advance of the meeting.

E. **Emergency Meetings.** Emergency meetings may be called by the Mayor or by two (2) members of the Council for urgent matters. An attempt will be made to notify all Councilmembers of the meeting. In accordance with 10-3-502 et. Seq. of the Utah Code, a majority of the Council must vote to hold the Emergency Meeting.

F. **Closed Meetings.** Closed meetings may be held to consider certain sensitive matters as allowed by 52-4-205 et. Seq. of the Utah Code. A majority of the Council must vote to convene a closed meeting.

G. **Electronic Meetings.** The procedures to be followed at the electronic meeting shall be the same as those followed by the City Council in a non-electronic open and public meeting of the City Council. ~~The Mayor, or Mayor Pro-tempore, shall conduct the meeting and the meeting shall be held pursuant to the agenda posted for that meeting. Prior to commencing the electronic meeting, an electronic link shall be established with all participants and the anchor location. Minutes shall be kept for the meeting in accordance with the requirements of the Open Meetings Law. Following passage of a motion to adjourn, the electronic link shall be terminated and the meeting shall be deemed concluded.~~

i. When connected remotely, councilmembers are considered "present" for purposes of forming a quorum, voting and any other council business.

ii. All City Council meetings shall permit remote participation by the public, applicants, staff and councilmembers.

a. Failure of remote participation technology does not require the meeting to end or be postponed, unless there is no longer a quorum present.

b. Councilmembers shall enable their video-camera throughout the meeting unless it is not feasible to do so.

c. Individuals who have not been specifically recognized by the Mayor to speak may have their microphones muted by staff or a virtual meeting host.

d. Individuals who interrupt proceedings, who repeatedly turn on their microphones without being recognized, or who disrupt proceedings may be disconnected from the meeting at the Mayor's direction, unless that individual is a Councilmember. Councilmembers may only be disconnected pursuant to a vote under subsection 3(D) of these Rules.

iii. There is no requirement that a certain number of councilmembers be present at an anchor location.

iv. A meeting that is intended to be entirely virtual will so indicate on the agenda, and an anchor location for the public's use will be provided unless otherwise excused by Utah law.

v. If an electronic meeting is closed, the following applies:

a. All participants of the closed meeting must be alone within a room with a closed door.

b. All participants must utilize headphones or other means to prevent others in their proximity from listening to the proceedings.

c. Participants are prohibited from recording the proceedings, except the City Recorder or a designee.

~~a.~~d. Participants or Councilmembers shall be held personally responsible for their disclosure or leak of confidential, protected or private information that is discussed or shown during a closed session, even if the dissemination was unintentional. Knowing dissemination of such records is criminally punishable.

H. Public Hearings. Public hearings are generally part of a scheduled and noticed business meeting agenda and shall consist of those items for which the Council is legally required to hold a hearing or for those items for which the Council would like to receive public input. Public hearings will be held after providing proper notice as required by state law or City ordinance for the particular subject matter to be addressed. Such hearings shall include, but not be limited to, those matters for which a public hearing is required by state law or City ordinance. Matters for which state law or City ordinance requires a public hearing will be automatically scheduled by City administration. By majority vote, the Council can direct City administration to schedule a public hearing on any other topic.

i. When a public hearing is held, a member of the City staff having knowledge about the issue will first present information on the issue and answer questions.

ii. The Mayor will then declare the public hearing as opened or convened.

iii. At that point, all parties interested in addressing the issue are invited to speak before any discussion is held by the Council or before any motion is made. The Mayor may provide a time limit for those addressing the Council during a public hearing.

iv. Each individual who speaks will state his or her name and address before proceeding.

v. After all individuals who desire to speak have spoken, or after an amount of time determined to be sufficient, the Mayor will announce the potential closure of a public hearing two times before declaring the public hearing closed.

vi. The Council may vote to continue a public hearing to a future specified date, time, and location if there is insufficient time to take all public comment during a particular Council meeting.

vii. A public hearing can be reopened only upon a showing of exceptional circumstances and a two-thirds vote of the Council.

viii. After the public hearing is closed the Council may proceed with discussion on the matter at hand. When discussion by the Council is finished, a motion and second may occur concerning the item and the Council will subsequently vote.

I. **Quorum.** Three (3) members of the Council shall constitute a quorum thereof for the transaction of all business except where otherwise required.

J. **Content.** Discussions in the meetings are to be limited to agenda items and issues reasonably related thereto. Comments or presentation by the public are to be limited to relevant issues. In order to ensure that the meetings proceed timely and orderly, the Mayor may impose a time limit on those desiring to address the Council.

K. **Public Comment.** Individuals addressing the Council during the public comment period of the meeting or during a public hearing shall be given a time limit of not less than three minutes. Public comment periods will be included at the beginning and end of business meeting agendas and at the beginning of extended work session agendas; the Council may also accept public input for each item listed on an extended work session agenda as discussion of each item warrants. Any person who disrupts the meeting by exceeding a time limit, discussing irrelevant issues, or otherwise, may be removed at the direction of the Mayor.

L. **Comments Submitted by Public.** Members of the public may submit comments to be presented during the meeting, including for an item set for

public hearing, by sending them to the Mayor or City Recorder at least six (6) hours before the meeting, subject to the following requirements:

i. The written comment must specifically state that the sender is requesting that it be read during the meeting; an email to a Councilmember or staff member without such a statement will not be read during the meeting or made a part of the record.

ii. The submitter's name and city of residence must be attached to the comment and read as part of the submission. No anonymous comments will be accepted into the record or read.

iii. A staff member will read the submitted comment for no longer than three (3) minutes. A comment that exceeds that amount will remain in the record but will not be read in its entirety during the meeting.

iv. A person who has had a comment read into the meeting may not also provide oral comment during the comment or hearing period.

v. If the comments relate to a specific agenda item for which an applicant is requesting action, then the comments will be forwarded to the applicant at least one (1) hour before the meeting.

vi. If multiple copies of the same correspondence are submitted, such as through a form letter or petition, the comment will only be read once, with the reader indicating the names of the individuals who signed the letters or petition.

M. **Time.** If a meeting has not adjourned by 10:00 p.m., the Council shall hold a vote on whether to adjourn the meeting or set a later time for adjournment. Items on the agenda that are not heard as a result of this rule shall be placed on the next agenda.

N. **Additional Guidelines.** In addition to these policies and procedures, the Council may invoke additional guidelines as necessary to address issues as they arise so long as they are consistent with the nature and intent with content herein.

5. MOTIONS.

A. **Making of Motions.** Any Councilmember except for the Mayor may make or second a motion. Motions should state findings for denial or approval within the motion:

i. Findings should be included in the beginning of the motion.

ii. Staff reports should be in sufficient enough detail to assist the Council in stating findings.
iii. All motions should be repeated at the direction of the Mayor.

B. **Second Required.** Each motion of the City Council must be seconded by a member of the Governing Body; the Mayor is not allowed to second a motion. A motion that is not seconded is considered failed or dead.

C. **Withdrawing a Motion.** After a motion is stated by the Mayor or read by the City Recorder, it shall be deemed in the possession of the Council, but may be withdrawn at any time before decision or amendment by the unanimous consent of the Council.

D. **Motion to Table.** A motion to table an agenda item for further study should be accompanied by specific reasons for continuing the matter and, whenever possible, a specific date to rehear the matter should be scheduled.

E. **Amending Motions.** When a motion is pending before the Council any member may suggest an amendment; the amendment requires a second with a voice vote on the proposed amendment. After voting upon the amendment motion the Council will vote on the initial motion, if necessary.

F. **Amending Amendments to Motions.** An amendment to a motion may be amended, no second required, at any time prior to the Mayor calling for a vote on the motion. The amendment to the amendment must be accepted by the author and the member making the second in order for the stated motion to be amended. The author and the member making the second may choose not to accept the additional amendment.

G. **Substitute Motions.** A substitute motion, which shall replace the original motion, may be made prior to a vote on the original motion.

H. **To Reconsider a Motion.** To recall a previous motion for further evaluation and/or action, a motion for reconsideration may be made by a Councilmember who voted with the majority. The motion to reconsider must pass with a majority vote. If it is determined that the motion should stand as previously approved no formal vote is necessary. If the former motion is to be amended or made void, the motion shall be put to a formal vote of the Council. Motions to reconsider a previous motion must take place during the same meeting the motion was made or when the minutes containing that particular item are approved.

I. **Motion to Recess.** A motion shall be made to break for a specific purpose while also stipulating a specific time to reconvene the meeting. The time to reconvene must be during the same day as the meeting in which the motion to recess was made.

J. **Motion to Adjourn.** A motion to adjourn the meeting shall be made at the end of each City Council meeting. The motion requires a second and is not debatable.

6. VOTING.

Except as otherwise specifically provided in these rules, a majority vote of the Council shall be required and shall be sufficient to transact any business before the City Council.

A. **Changing a Vote.** No member shall be permitted to change his/her vote after the decision is announced by the Mayor.

B. **Tie Votes.** Tie votes shall be broken by the Mayor casting a vote.

C. **Conflict of Interest/Disqualification.** Any member declaring a conflict of interest shall be disqualified and shall leave the bench and sit in the audience and shall not participate in the discussion and vote pertaining to that particular matter.

D. **Minimum Votes Required.** Unless otherwise provided herein, a minimum of three (3) affirmative votes are required to make a determination on any item presented to the City Council.

E. **Method of Voting.** For all ordinances, resolutions, and actions that would create liability for the City, or at the request of any Councilmember, a roll call vote shall be taken with either a "yes" or "no" vote. All votes shall be recorded. Voting on all other actions may be done by voice vote or other effective method. The result of those votes shall also be recorded.

7. AMENDMENTS.

These rules may be amended at any business meeting of the City Council by an affirmative vote of the Council, provided that such amendment has been presented in writing to each member of the Council at least 48 hours preceding the meeting at which the vote is taken. Proposals to amend said rules shall also be properly advertised on the business meeting agenda.