SYRACUSE CITY

Syracuse City Council Business Meeting
November 9, 2021 – 6:00 p.m.
In-Person Location: Syracuse City Hall, 1979 W. 1900 S.
Electronic: Via Zoom Meeting
Connect via telephone: +1-301-715-8592 US, meeting ID: 828 2293 5272
Streamed on Syracuse City YouTube Channel

1. Meeting called to order
   Invocation or thought
   Pledge of Allegiance
   Adopt agenda
2. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes. (*Individuals wishing to provide public comment may do so via email to City Recorder Cassie Brown, cassieb@syracuseut.com, by 5:00 p.m. on November 9, 2021. Comments submitted by the deadline will be read for the record of the meeting.*)
3. Citizen recognition: Recognition of Randal Ricker, Ashtyn Ricker, and Miranda Sleeman, for their efforts to save an individual from a burning home in Syracuse. (5 min.)
4. Recognition of Utah Cold War Veterans. (5 min.)
5. Approval of Minutes: (5 min.)
   a. September 28, 2021 Special Meeting.
   b. September 28, 2021 Work Session.
   c. October 12, 2021 Business Meeting.
6. Consent agenda:
   a. Proposed Ordinance 2021-29 amending length and width restrictions for flat grave markers.
   b. Proposed Ordinance 2021-30 amending various sections of the Syracuse City Municipal Code related to references, and repealing section 12.10.030.
7. Appeal of Planning Commission denial of site plan application for the Towns at City Center project. (15 min.) *Council discussion, if necessary, will commence with **Councilmember Bingham.***
8. Proposed ordinance 2021-31 amending the Syracuse City Zoning Map related to property located at 300 South 1550 West from Agriculture (A-1) to Mixed-Use Development (MXD) and General Commercial (GC), and approving execution of a development agreement. (10 min.) *Council discussion, if necessary, will commence with **Councilmember Bolduc.***
9. Proposed ordinance 2021-32 amending the Syracuse City Zoning Code related to Mixed-Use Development (MXD) Zone. (10 min.) *Council discussion, if necessary, will commence with **Councilmember Maughan.***
10. Discussion regarding Syracuse City Recruitment and Retention Policy and the Police Department wage scale. (20 min.) *Council discussion, if necessary, will commence with **Councilmember Savage.***
11. Authorize Administration to award construction contract for 2022 Capital Utility Project. (10 min.) *Council discussion, if necessary, will commence with **Councilmember Teague.***
12. Proposed Resolution R21-50 making application for a WaterSMART grant to assist in funding the upgrade of culinary water meters to radio-read. (10 min.) *Council discussion, if necessary, will commence with **Councilmember Bingham.***
13. Proposed Resolution R21-52 authorizing the Mayor to execute an Interlocal Agreement with Weber Basin Water Conservancy District Authorize purchase of additional District 3 water shares. (10 min.) *Council discussion, if necessary, will commence with **Councilmember Bolduc.***
14. Proposed Resolution R21-51 authorizing the Mayor to communicate the City's acceptance of the terms and conditions related to the relocation of the secondary pond and related land transactions. (10 min.) *Council discussion, if necessary, will commence with **Councilmember Maughan.***
15. Public hearing: Proposed Resolution R21-53 adjusting the Syracuse City budget for Fiscal Year ending June 30, 2022. (5 min.) *Council discussion, if necessary, will commence with **Councilmember Savage.***
16. Public hearing: Donation request from Safe Harbor. (5 min.) *Council discussion, if necessary, will commence with **Councilmember Teague.***
17. Authorize execution of agreement with Previdence for a First Responder Mental Health Program. (10 min.) *Council discussion, if necessary, will commence with **Councilmember Bingham.***
18. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes. (*Individuals wishing to provide public comment may do so via email to City Recorder Cassie Brown, cassieb@syracuseut.com, by 5:00 p.m. on November 9, 2021. Comments submitted by the deadline will be read for the record of the meeting.*)
19. Mayor/Council announcements.
20. Recess to convene in City Council work session meeting.
21. Consideration of adjourning into Closed Executive Session pursuant to the provisions of Section 52-4-205 of the Open and Public Meetings Law for the purpose of discussing the character, professional competence, or physical or mental health of an

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

22. 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 4th day of November, 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 November 4, 2021.

CASSIE Z. BROWN, MMC
SYRACUSE CITY RECORDER
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COUNCIL AGENDA
(November 9th, 2021)

Agenda Item **"3"** Citizen Recognition

Factual Summation

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

- Syracuse City along with the Syracuse Fire Department would like to recognize Randal Ricker, Ashtyn Ricker and Miranda Sleeman for their selfless act of heroism on September 12th, 2021.

- On September 12th, just before noon, Mr. Randal Ricker noticed that his neighbor's house was on fire. Mr. Ricker along with his daughter Ashtyn, entered the burning home to help their elderly neighbor, Mrs. Pederson escape. During this time, another neighbor, Mrs. Miranda Sleeman jumped her fence and rushed to help get Mrs. Pederson into a wheelchair and out of danger.

  The selfless actions of these individuals saved Mrs. Pedersen's life this day. It is likely she would not have survived the toxic smoke-filled environment had they waited for the fire department to arrive.

Action Items

The following items outline the actions to be taken:

1. None

COUNCIL AGENDA
November 9, 2021

Agenda Item **#4** **Recognition of Utah Cold War Veterans**

Factual Summation

- Mayor Gailey reserved time on the agenda to recognize Utah Cold War Veterans. Any question regarding this agenda item may be directed at Mayor Gailey.

CITY COUNCIL AGENDA

November 9, 2021

Agenda Item **#5** Approval of Minutes.

Factual Summation

- Please see the draft minutes of the following meeting(s):
    a. September 28, 2021 Special City Council Business Meeting.
    b. September 28, 2021 City Council Work Session.
    c. October 12, 2021 City Council Business Meeting.

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

Minutes of the Syracuse City Council Special Meeting, September 28, 2021

Minutes of the Special meeting of the Syracuse City Council held on September 28, 2021 at 6:00 p.m., held virtually via Zoom, meeting ID 899 5197 9654, and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020. Pursuant to written determination by the Mayor finding that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present due to infections and potentially dangerous nature of Infectious Disease COVID-19 Novel Coronavirus.

DRAFT

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

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

Excused: Councilmember W. Seth Teague

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

1. Meeting Called to Order.

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

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

2. Discussion and/or action regarding petition from Jared Jaques for culinary water service outside City limits at 3263 W. 2700 S.

A staff memo from the Public Works Department explained Jared Jaques lives at 3263 W 2700 S, which is outside Syracuse City limits. He is requesting a service connection from the city water main running in the street in front of his residence. He currently uses a private well for water but has indicated that the well is becoming unreliable. Jared has indicated that this water would only be needed for indoor purposes. Syracuse Code 4.15.130 requires those outside city limits to petition the city council for water service. There is only one other existing home in the county located along the city water main that is not connected. It is 3849 West 2700 South.

Public Works Director Whiteley reviewed the memo and noted the action before the Council tonight is whether to approve a culinary water service to the property at approximately 3263 W 2700 S.

COUNCILMEMBER MAUGHAN MOVED TO APPROVE THE PETITION FROM JARED JAQUES FOR CULINARY WATER SERVICE OUTSIDE CITY LIMITS AT 3253 W. 2700 S. COUNCILMEMBER MAUGHAN SECONDED THE MOTION; ALL VOTED IN FAVOR. Councilmember Teague was not present when this vote was taken.

The meeting recessed at 6:08 p.m. and the Council convened in a work session meeting. The business meeting reconvened at 9:44 p.m.

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

COUNCILMEMBER MAUGHAN MOVED TO ADJOURN INTO CLOSED EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF SECTION 52-4-205 OF THE OPEN AND PUBLIC MEETINGS LAW FOR THE PURPOSE OF DISCUSSING THE CHARACTER, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL; PENDING OR REASONABLY IMMINENT LITIGATION; OR THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY. COUNCILMEMBER SAVAGE SECONDED THE MOTION. ALL VOTED AYE. Councilmember Teague was not present when this vote was taken.

The meeting recessed at 9:45 p.m.

The meeting reconvened at 10:35 p.m.

At 10:35 P.M. COUNCILMEMBER SAVAGE MADE A MOTION TO ADJOURN. COUNCILMEMBER BOLDUC SECONDED THE MOTION; ALL VOTED IN FAVOR.

Mike Gailey
Mayor

Cassie Z. Brown, MMC
City Recorder

Date approved: _____

Minutes of the Syracuse City Council Work Session Meeting, September 28, 2021

Minutes of the Work Session of the Syracuse City Council, held on September 28, 2021 at 6:08 p.m., held virtually via Zoom, meeting ID 899 5197 9654, and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020. Pursuant to written determination by the Mayor finding that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present due to infections and potentially dangerous nature of Infectious Disease COVID-19 Novel Coronavirus.

DRAFT

Present: Councilmembers: Lisa W. Bingham
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Mayor Mike Gailey
City Manager Brody Bovero
City Recorder Cassie Z. Brown

Excused: Councilmember Seth Teague

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Parks and Recreation Director Kresta Robinson
Fire Chief Aaron Byington
Police Chief Garret Atkin
Community and Economic Development Director Noah Steele

The purpose of the Work Session was to hear public comments; receive a secondary water report; hear a request to be on the agenda from Lindquist Mortuary regarding a proposed text amendment pertaining to headstone regulations; receive a presentation of a recommendation from the Parks Advisory Committee regarding BMX park project; discuss the following Planning items:

1. Discussion regarding possible amendments to Syracuse City landscaping ordinance pertaining to water-wise landscaping practices/water conservation.
2. Application for Final Plat Approval, RC's Parkwest Subdivision, Phase 1, located at approximately 1693 W. 2700 S.
3. Application for rezone of property located at approximately 300 S. 1550 W. from Agriculture (A-1) to Mixed Use Development (MXD).
4. Application for text amendment in Syracuse City Code Section 10.92 pertaining to permitted uses in the Mixed-Use Development (MXD) Zone.
5. Application for Final Plat Approval, Aspire at Canterbury, located at approximately 2376 W. 1700 S.
6. Discussion regarding Town Center Improvements.

7. Discussion regarding City policy in response to unincorporated properties connecting to City utilities and/or abiding by City land use ordinances.

Review draft storm water management plan; conduct annual fraud risk assessment analysis/review; consider amendments to the Parks Advisory Committee ordinance to create an alternate position; discuss possible topics for a town hall meeting in November 2021; and discuss future agenda items/Council announcements.

Public comment.

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

"My name is Christy Ormsbee. I live on 1550 W - very near the proposed mixed used development site.

I share, with my neighbors, heavy concerns with the proposed development as it currently stands.

The foremost being the proposed hotel, site directly adjacent to two schools. This may be the worst possible location for a hotel. It is, however, the perfect place for pedophilia and other criminal activity.

Prospective criminals can easily, and comfortably, watch for patterns of children who walk home alone, sift out the vulnerable, and be able to quickly take them back to their rooms - or simply go to another location.

For the revenue, there are some trades in return: the message that Syracuse is not a place for families. Not to mention the actual safety of students. If any youth is harmed in any way because of the hotel, I do not think people will feel that the revenue was with it.

I have been informed that the hotel itself, is fairly nonnegotiable. If that is the unfortunate case, we feel the following stipulations are the bare minimum to be followed:

1. The hotel must be closely set against I-93. This will put it as far from the schools as possible, as well as make the movements of the patrons slightly more visible. The hotel, in its current proposed location, off of 300 E, is dangerously more secluded and closer to the schools.
2. Very high fences and very high trees surrounding the hotel. No windows that would look out over the schoolyard. *These same stipulations were met by a builder in a similar situation - article link is posted below.
3. Background check on anyone staying for 2 or more weeks.
4. Road outlets as far away from 1550 W. as possible.

5. Extensive training of hotel staff to look for signs of suspicious behavior, and what to do if they find it.
6. Letters sent to the schools and parents reminding them to practice safety skills - i.e. never approach strangers or let them appreciate you, vary your walking path if you feel you are being scouted, scream and run in the opposite direction if any danger is felt, and a very strong encouragement for parents to physically drop off and pick up their child at in person and avoid walking home alone, etc. Parents deserve to know what kind of dangers their student(s) may face.

Please contact me for any reason in regard to this proposal.

This is a serious issue. Please plan accordingly.

Thank you for the time and effort you have put forth on this project. We know that you care for our children and teenagers greatly and look forward to seeing things progress in this regard.

Sincerely,

Christy Ormsbee"

My name is Katie Blackburn, and I am a member of the BMX Community. I would like to voice my support for building the BMX track at the Regional Park Location. My family started racing at Legacy BMX this summer. Through our participation, my kids have learned many things. They have learned that through hard work and determination, they can accomplish personal goals. They've discovered that winning isn't everything and that doing your personal best is important. After many falls and losses, they have learned to never give up. They've made friends that they cheer on and encourage to do their best. They've really become a part of this community.

When we first started, we thought we might go to the track once or twice, maybe for the whole summer. Now, we are hooked and will continue to ride as long as we are able. Because of this we would really like to have a high-quality BMX track in Davis County. As our kids advance in the sport, I would like them to be able to participate in the big state and national races at their "home" track where they will be most comfortable and have the most support. We encourage the council to vote for the highest quality track possible.

Having a track with the best amenities is important to us because we spend so much time there. On practice nights, we spend around 2 ½ hours at the track. Our schedule requires us to get dinner near the track. On race nights, we generally bring 3-10 additional spectators with us. We usually make a night of it since we know we will be at the track for about 4 hours. We meet early, we get dinner, we go for dessert afterward. At Legacy BMX, they had an

average of 30 participants in practice and about 60 on race nights. All of these additional people and activities will bring added revenue to Syracuse.

I believe the BMX track will be a great attraction at the Regional Park and will attract more people to the sport by being centrally located. I also think it will be helpful to be able to share the amenities with the park.

I encourage the council to move forward with developing the BMX Track as quickly as possible so that we will be able to start our season with Antelope BMX next summer."

"Good day,

I am a Syracuse city resident living in the Ivory Homes Monterey Estates neighborhood. Like many in the area, my son attends SAA North. I have a vested interest in the safety and continuity of the neighborhood, and wish to share my thoughts below regarding the proposed Monterey West development:

- A hotel, in such close proximity to both an elementary and high school, is not a welcome idea. If Syracuse City does indeed have interest in a hotel within city limits, I can think of multiple alternate sites that make more sense (east of the liquor store on the south side of Antelope Dr. for one example). Why does the builder not plan for additional single-family residences instead of the hotel? I would appreciate further discussion surrounding alternatives to the hotel.
- The current conceptual landscape plan provided by the developer includes two outlets from the parking lots, one east/west on 1550 W, and one north/south near the mortuary. For the sheer volume of residents this development potentially houses, getting cars in and out of these lots will certainly be problematic. I would like to see FIRM plans that allow additional east/west roads out of Monterey West to 2000 W, and the road south of the mortuary continued east/west to 2000 W. I would prefer the Monterey West project be put on hold until UDOT could advise on next best steps for traffic flow on the entire undeveloped lot, not just the proposed Monterey West development. I would hate for future residents to unwittingly reside in an area that cannot accommodate normal flow of traffic. Obviously, traffic because of SAA is a huge factor with the neighborhood, so any measures offered up to address this with Monterey West would gain significant favor with the current residents.
- Secondary water access/availability/pressure is a HUGE concern and stressor for the existing Monterey Estates residents. Will Monterey West be connected to the current Weber Water secondary lines? There is

not enough secondary water to go around currently, so adding open play areas and courtyards (though a lovely idea), and other green space simply cannot be accommodated by the secondary water system."

"Dear City Council Members:

I am a resident of Monterey Estates neighborhood and I live on 1550 W, the street where the proposed Monterey West development will be built. I would like to address 4 areas of concern relating to the proposed development. First is the traffic and safety component. Second is how the Syracuse Arts Academy's current pickup routine and parking lot layout play a part in the traffic and safety problem. Third are concerns with the hotel component, and fourth are high-density housing concerns.

First, I have been vocal with the city council in the past about looking for solutions to the myriad of traffic concerns that are currently a problem and will only be compounded by any development that happens on the 1550 W 300 S property. I submitted several suggestions to the council during the last development proposal (of townhomes) with hopes to improve traffic conditions in this area. The developer for the current proposal, Monterey West, has been very proactive about approaching us and implementing various traffic and safety measures into their plans to resolve the current issues. These include:

1. 90-minute parking signs along the west side of 1550 W. This will help alleviate constant, around-the-clock, on-street parking that would likely happen with the development of Monterey West. On-street parking impedes visibility for drivers on 1550 W, which is a hazard, especially right next to a school.
2. A crosswalk from Syracuse Arts Academy across 1550 W. This will help alleviate the children AND parents who currently dart across the road at any given moment during the busy school pickup hours, all while vehicles are driving up and down, a number of which perform U-turns to head back into the neighborhood.
3. A flashing crosswalk sign to alert drivers to watch, slow down, and stop for crossers.
4. A 4-way stop at 1550 W and 450 S, which will help to slow speeders that consistently speed on 1550 W. Speeding happens at all times of the day but becomes more perilous during school pickup hours. 1550 W has become a route for people to cut through, perhaps to avoid going on 2000 W or 1000 W, and there is consistent, daily speeding on 1550 W. Neighbors with kids, including myself, are afraid to have kids outside on this street at all because of the speeding on

1550 W, all along 1550 W, and even around the corner at the park. There have been several close calls already, both with adults and kids, because of the speeding that happens on 1550 W. Any new development on 1550 W and 300 S is going to increase the number of people on this road, and thus increase the potential for speeders. A 4-way stop will help to slow some of this traffic.

5. Meeting with UDOT to get the application process started to re-stripe the intersection at 1550 W and 193 in order to get a left turn lane, a center lane, and a right turn lane. Currently there is only a left turn lane and one center/right lane, which causes traffic to back up quite a bit on 1550 W. This will only get worse with adding all the apartments and hotel guests from the Monterey West development, so it has been refreshing to have the developer be so proactive about not only scheduling the meeting but to have the application process for that already started.
6. Providing for plenty of on-site parking for the residents who will be in the apartments and single-family homes. There has been more parking than the code requires planned into Monterey West, so many potential street parkers would likely have more than enough parking in the proposed development.

Although it will help the traffic scenario immensely once 300 S connects back to 193 or to 2000 W and once 450 S, which is now stubbed in at the proposed development site, is also connected to a main arterial, it will still be some time until that happens, so as it stands now, ALL the traffic from any development on 1550 W and 300 S will come onto 1550 W, which stands to be very problematic. The measures the developer has proactively promised to implement will help the traffic and safety concerns. One positive aspect of the proposed Monterey West Development is that it only has one outlet onto 1550 W, and much of the traffic from this development will be funneled toward 300 S and then out to 193 or 200 W, once these roads are connected to arterial roads.

Second, The Syracuse Arts Academy's current pickup and drop-off routines and parking lot layout are at the heart of many of the current traffic problems. The developer has also been proactive about meeting with me, as a neighborhood representative, in coming up with potential solutions to approach the school with. Depending on how willing the Arts Academy is to implement these solutions could greatly help to alleviate not only the current traffic and safety issues but will provide long-term solutions as further development happens. It is important they are willing to become a part of the solution. We are in the process of reaching out to the school and gathering neighborhood backing to take to the school in hopes they will be a part of the long-term solution.

Third, a hotel so close to a school and a neighborhood is concerning relating to potential increase in crime, predators, and traffic. The developer has proactively started looking into securing land right off 193, still in proximity of the development, between Russon Mortuary and the future hospital, to build the hotel. This seems to be the best (if not only) solution if the city decides to build a hotel in this area. It should be moved to 193, instead of right off 300 S, out of sight lines of a school and neighborhood. It should not be allowed to be built with any sight lines at all to a school and a neighborhood, with traffic flowing right onto and off of 193.

Fourth, high density housing apartments bring some of the same concerns with a potential increase in crime and traffic, with the transient nature of apartments. One positive aspect of this proposal is the long-term involvement the developer/builder will have with this project, so the maintenance of both the apartments and the single-family homes have the promise of being well maintained. However, townhomes would be a much more amenable solution than apartments.

Finally, I have found the developer eager to work with the neighborhood to try to create a win-win. He has rearranged things on the site, added more parking, provided community amenities and green space that residents in Monterey Estates will benefit from, and has gone the extra mile to create solutions to our traffic and safety concerns. Although I personally would like to see town homes vs. apartments and would like to see the hotel moved to 193, there are a number of things the developer has proactively done to improve existing and current issues, especially relating to traffic and safety.

Thank you for your consideration of these items,

Emily Finau”

“Good Evening Council. My husband and I have lived in Monterey Estates for the past year. Prior to Syracuse, we lived in Bountiful.

We love Bountiful and feel it is a special place. We were similarly attracted to Syracuse as we saw many of the same wonderful things are being done here. We enjoy the beautiful parks, the welcoming feeling downtown, and relatively few high-density housing complexes.

Also, much like Syracuse, Bountiful is bordered by areas of higher density and commerciality. It is understood by residents of south Davis County that these areas are not within Bountiful City itself. Nearby Woods Cross and West Bountiful offer anchors such as Lowe's and Costco, much like the cities of West Point, Clinton and Layton offer to

Syracuse. These areas also serve commercial needs of non-residents, such as truck stops and extended stay hotels. These are not generally attractive areas and thus are not often found near residences.

I am disappointed that a hotel is still being considered for Syracuse, especially near an area enthusiastically discussed as a future hospital. The land is a perfect opportunity for medical office space. Please consider Medical Drive in Bountiful. It is a development surrounding Mountain Star's Lakeview Hospital that includes pharmacies, family clinics, specialists, dentistry, and a senior living facility. Please realize that these are services that would actually be used by residents of your town.

The hotel has been presented as an option for hospital visitors. To put it simply, I find this hard to believe. Knowing that the hospital will be a run-of-the-mill regional medical center, it is unlikely that visitors will travel so far for these services that it will require a hotel stay. This is not as reliable a clientele as has been presented.

The hotel has also been presented as an option for base visitors. My husband and I both travel for the base, so we considered the amenities we seek. Restaurants, bars, attractions, landmarks, public transit, and proximity to base were a few of the things we listed. The proposed hotel offers none of the above. We have posited that if we lived elsewhere and traveled to Hill AFB, we would seek lodging either in the Davis Conference Center area of Layton or the Historic 25th Street area of Ogden. Syracuse, and especially this side of Syracuse, does not offer the amenities travelers seek.

I am opposed to the hotel as it offers no retail opportunities to the residents of Syracuse. It was brought up in the Planning Commission meeting last week that this does not fit the purpose of a Mixed-Use zone. It was also noted that many developers have attempted mixed use simply because it is the only zoning in the city that allows for high density housing. I say back to the drawing board on this development AND on the definition, purpose, and approved uses of your Mixed-Use zone.

A recent survey showed Monterey Estates residents are overwhelmingly opposed to this development. A Planning Commission member called that survey "heartbreaking". Please remember our hearts and our voices as you consider the Monterey West development.

Summerlin Gee"

Mayor Gailey invited input from Zoom participants; there were no persons appearing to be heard.

Secondary water report.

Public Works Director Whitely provided the Governing Body and those in attendance at the meeting with an update regarding drought conditions and secondary water service in the City. He noted this will be his final report of the season; Syracuse was allocated 5,714 acre feet of water for secondary system in 2021. Due to the extreme drought, this was a 54 percent less than the 2020 allocation of 10,522 acre feet. The season began May 1 and ended September 20, 2021. This also coincided with meeting the needs of the local farmers. Weber Basin was willing to extend their delivery to September 20 to support delivery to Syracuse. Mandatory restrictions of no more than two days per week of watering was established by Governor Cox and supported by water suppliers and by Syracuse. Syracuse initiated no watering dates and posted the information on Facebook, magazine, website, and by mailers delivered to every household and business. Enforcement began June 2. Warning notices without fines went out to 1,435 water users. The intent of this was to provide information to those who may not have been aware of the restrictions due to the drought. Only 169 fines were issued. This is less than one percent of the total users. Beginning July 7, a major improvement in the water demand was observed. Supply was keeping up with demand. The tank remained full. Pressures remained high throughout the remainder of the water season. One hundred percent of the water that was allocated was delivered to Syracuse; 81 percent of the water that was allocated was used by Syracuse water users. The remaining water was used in the operation of keeping the water system filled to provide reliability in pressures and distribution. He briefly reported on successes:

- Shortening the water season allowed Syracuse to utilize the water allotment for the hotter months of the season.
- Balancing the demands with geographical no watering days.
- The new water tank improved the short duration demands on the system. This kept pressures from having huge fluctuations.
- Public education was used in many methods: television, radio, Facebook, website, magazine, and mailers. The most effective method was door-to-door hangers that was done through enforcement.
- Weber Basin pumped down Willard Bay to 38% to prevent Echo and East Canyon from draining to empty. On an average year, Willard Bay ends the year at 60%. Every reservoir in this watershed ended the year well below average water remaining.

He concluded by thanking residents for their efforts to conserve water, which has made it possible for the City to provide adequate water and good water pressure to the entire City throughout this year's limited secondary water system.

Request to be on the agenda: Lindquist Mortuary regarding proposed text amendment pertaining to headstone regulations.

A staff memo from the Parks and Recreation Director explained Lindquist Mortuary has requested a text amendment that would permit up to 42 inches wide (East to West) grave markers for shared plots. Our current code allows 30-inch-wide markers. Marker measurements under our code include the required six-inch mow strip on each side. So, the markers they seek are 24 inches by 30 inches in area, but would measure as 36 inches by 42 inches with the mow strip included. This request would be limited to flat markers only. Current code also states that flat markers may only be 24 inches long; this is reportedly an error and should have been 42 inches. The potential amendment will correct that number at the same time, or it will be addressed at a later time.

Ms. Robinson reviewed her staff memo and provided a photograph of the type of marker that would be allowed if the Council supports Lindquist's proposal. She also introduced representatives of Lindquist Mortuary, Craig McMillan and Bobby Lindquist, to answer any questions the Council may have.

Mr. McMillan stated that Lindquist enjoys its relationship with Syracuse City, and he thanked Ms. Robinson and her staff for considering this proposal and for their support in recommending approval to the Council. He emphasized that the proposed amendment is based on changing trends in grave markers. Many people desire to include personal information on their grave markers. Mr. Lindquist stated that the proposed size adjustments will make it possible for the mortuary to locate a companion headstone on a single grave.

Mayor Gailey polled the Council to determine any opposition to the proposed text amendment; no opposition was voiced, and the Council supported the placement of an action item on the consent calendar of a future business meeting agenda.

Presentation of recommendation from Parks Advisory Committee regarding BMX Park project.

An administrative staff memo explained last February, representatives from Legacy BMX came before the City Council to discuss the idea of moving their BMX track to Syracuse. Their current lease with Davis County is ending, and it is expected that the County will not renew the lease. Plans at the County include the possibility of converting the current BMX track location to athletic fields. At the February 23, 2021 Council meeting, the BMX proposal was assigned to the Parks Advisory Committee to research the details, such as costs, possible locations, management structure of the BMX

proposal, and the cost to add a pump track, and return with a recommendation to the City Council. The Parks Advisory Committee gathered the following information:

- It is anticipated the BMX track will cost between $400,000-$600,000 to construct.
  - Attached are the BMX Track Build Options with Probable Cost.
- Santa Clara, Utah BMX park cost $451,021.79 to construct.
- Costs can be reduced through donations, and Antelope BMX has raised $20,000 thus far.
- It is anticipated the pump track will cost an additional $200,000.
- Possible locations discussed by the Parks Advisory Committee
  - Regional Park property
  - Property south of 'The Fields' subdivision
  - Property next to City Hall
- The committee also asked staff to put together a draft memorandum of understanding on the management of the tracks.
  - Attached is the draft memorandum

After a lengthy discussion, the recommendations from the Parks Advisory Committee were as follows:

- The committee voted unanimously on a ranking for the proposed locations:
  - 1) The Regional Park property
  - 2) Property south of 'The Fields' subdivision
  - 3) Property east of City Hall.
- The committee also voted unanimously to forward the draft Memorandum of Understanding to the city council, along with a recommendation that current parks funds be used to get going as soon as possible, and to build the best possible BMX/Pump track the budget can afford.

The matter before the Council tonight is to discuss the recommendation from the Parks Advisory Committee regarding the BMX Park and the pump track, and direct staff on how the council would like to proceed.

Councilmember Savage and Parks and Recreation Director Robinson reviewed the staff memo. They facilitated discussion among the Council regarding the Committee's suggested locations for the project. The Mayor entertained input from Zach Randall regarding various components of the project. There was heavy debate regarding the most appropriate location for the project; there was no support for the location adjacent to City Hall, but there was some concern about unknown information about the Regional Park property, property south of The Fields, and property adjacent to the future

location of the Parks Maintenance Facility. The Mayor and Council indicated they would like additional time to consider the matter and revisit the subject in the next work session meeting to make a final decision on the location of the project. They also indicated they would like to participate in a site visit of the Rad Canyon BMX facility.

Planning item: Discussion regarding possible amendments to Syracuse City landscaping ordinance pertaining to water-wise landscaping practices/water conservation.

A staff memo from the City Manager explained the 2021 drought has brought landscaping issues to the forefront as communities look for more efficient use of irrigation water. Entities, including Weber Basin Water Conservancy District, have devised programs and incentives to encourage better use of landscaping to conserve water. In light of this situation the Council has expressed a desire to review the City's landscaping ordinances and see if improvements can be made. The Council discussed possible changes to the ordinance from a policy perspective at the August work session and continued the discuss for the September work session.

Weber Basin Water Conservancy District Guidance and Model Ordinance: Weber Basin provides guidance to cities on water-efficient landscape regulations, and ties that guidance to its incentive programs, such as the resident "Flip Your Strip" incentive program.

Policy Discussion: Below is a brief summary of suggested changes to landscaping requirements, as discussed at the August work session:

1. Intent Language: Improve the intent language to emphasize the use of thoughtful, water-wise landscaping. Suggested language would be something like, " The city encourages water wise landscaping in both new landscape projects and the retrofitting of existing landscapes both commercial and residential. The city does not require turfgrass in landscaping but does require some live plant material to be installed and maintained as an important component of each project for beautification, dust suppression, soil and water retention, reduction of the heat island effect, and oxygen production. All live plant material should be watered efficiently and precisely avoiding over spray and water waste. Properties composed solely of bare earth or gravel or bark mulched areas devoid of plant material are not allowed. Noxious weeds or other volunteer plants are not considered to be landscaping."
2. Maximum Limits on Turf Grass for Commercial and Industrial Properties: Add language to limit turf grass to a maximum of 15% of the landscaped area.

3. Require Drip Irrigation on Landscaping: Landscaped areas that do not consist of turf grass are required to be drip irrigated, instead of spray irrigation.
4. Prohibit mixed irrigation zones: Drip and spray irrigation heads are not allowed to be on the same irrigation zone.
5. Commercial and HOA Prohibitions on Water-wise landscaping outlawed: Governing documents for HOAs and Commercial land are void and unenforceable if they include restrictions or conditions that have the effect of prohibiting the use of water-conserving plants as a group or require turf grass in portions higher than allowed by the ordinance.
6. Turf Grass Limits on HOA-Maintained Property: HOA-maintained property may have a maximum of 35% turf grass, not including dedicated recreation space.

Mr. Bovero reviewed the staff memo and introduced Weber Basin Water Conservancy District Assistant General Manager, John Parry. The two facilitated discussion among the Council regarding the implications of the Weber Basin Water's proposed ordinance and a subsequent policy that could be implemented in Syracuse City. Throughout the discussion, Councilmembers voiced concern regarding some the landscaping regulations in the Weber Basin ordinance that seem extreme and would be burdensome and difficult for the City to enforce. The Council indicated they wanted to eliminate the restriction of no more than 35 percent total landscaped area in single family zones and noted they would like to have additional discussion about the matter at a future meeting. They also indicated they would like to adjust or improve the language emphasizing that in xeriscaped areas, weeds must be maintained and growth taller than six or 12 inches – especially in park strips that have been 'flipped' – is not permitted.

Mr. Bovero stated that he will continue to discuss this issue with representatives of Weber Basin Water and provide a formal policy recommendation to the Council at a future meeting; this recommendation will taken into consideration the feedback the Council has provided this evening.

Planning item: Application for Final Plat Approval, RC's Parkwest Subdivision, Phase 1, located at approximately 1693 W. 2700 S.

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

Location: 1693 W. 2700 South

Current General Plan: Commercial

Current Zoning:	Planned Residential Development (PRD)
Acreage:	25.3

The applicant is requesting approval of a final plat containing single-family detached and attached townhome units. The zoning/preliminary plat was approved by the City Council on July 13, 2021. The only remaining comment on this plat is addressing which will be completed before the mylar is printed. All staff comments pertinent to this approval have been addressed and the proposed plat meets all the requirements of the City Code.

CED Director Steele reviewed the staff memo. Mayor Gailey asked if the Council is comfortable placing this item on the consent calendar of the next City Council business meeting. Councilmember Maughan answered no, and the Mayor directed that the item be placed on the general section of the next business meeting agenda.

Planning item: Application for rezone of property located at approximately 300 S. 1550 W. from Agriculture (A-1) to Mixed Use Development (MXD).

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

Location:	Approximately 300 S. 1550 W.
Current General Plan:	Commercial
Current Zoning:	A-1 Agriculture
Proposed Zoning:	Mixed-Use Development (MXD)
Acreage:	9.14 acres
Apartments:	141 units, six buildings, 1 and 2 bed units, 3 stories
Single family:	11 units, 2 story rear garage
Hotel:	4 story, 51,000 square feet, 84 rooms

The applicant Josh Hughes of Twenty-Five Eight Development LLC are requesting to rezone property currently owned by Ninigret Construction Company North LLC from A-1 to MXD. The MXD zone requires detailed plans up front with the rezone application. (See attached.) Staff has reviewed these plans and found many items of non-compliance with the ordinance. (Also see attached.) The applicant is aware of the non-compliance items and is requesting exceptions to those items. If the exceptions are desired to be granted along with a rezone, there are essentially two ways to do so, including amending the ordinance text or approving a development agreement. Planning Commission reviewed the rezone application

and held a public hearing on September 7, 2021 and is forwarding a conditional recommendation for approval. Conditions included having a commitment from a hotel brand and shifting a parking lot on the plan as requested by neighbors. Also, they recommended zoning the hotel General Commercial using the 'off-site option' procedure as recently used for the Briggs MXD. The motion carried 5-1 after some commissioners expressed concern over whether the development is in the right location and if it meets the spirit of the mixed-use ordinance. During the public hearing, multiple residents expressed opposition to the project. The developer has made the parking revision in the latest plans but has not provided any commitment from a hotel group or a favorable market study indicating that the hotel is feasible. On September 21, Planning Commission held another public hearing and reviewed the development agreement that would grant exceptions to the non-compliant elements of the project as well as satisfy the requirement of the zone to have an agreement. After much debate and consternation about if the exceptions would lower the quality of the project, the Commission is recommending that the hotel at least meet the requirements of the General Commercial zone which would dismiss many of the MXD zone requirements for the structure. For the rest of the project that would remain in the MXD zone, they recommended that all of the requested exceptions be denied except for two items. They felt it was important that the project more closely meet the ordinance, except they were ok with the single-family roof styles staying as proposed, and found it acceptable that the apartments aren't near office or retail.

CED Director Steele reviewed the staff memo.

Councilmember Bingham stated she would like to hear input from the applicant specific to the reasons for the adjusted plans for the site since the Council's last review of the previous development application. Josh Hughes stated that he feels that his proposed project is an improvement over the previously proposed project, which included townhomes. He feels that his project provides better buffering for existing single-family residences in the area and he feels that the proposed hotel is a complimentary use to the future potential use of the property to the west, which is expected to be developed as a hospital. He also indicated he feels the traffic circulation plan is an improvement and he has worked with residents to try to address their concerns about the impacts of the project on their neighborhood. He also feels the offsite option for the hotel is conforms with the intent of the MXD ordinance.

Council discussion centered on any commitment that has been made by a hotel to locate at the site; the reasons that hotels were initially not included as a permitted use in the MXD zone; future transportation improvements planned for the area; whether the subject property is the best location for a hotel – which the City has planned for some time, but at another location of the City; unknown factors regarding the future use of the property to the west; and the number of apartments that have been approved recently, but are not yet built, creating uncertainty about the viability of the use. Mr. Hughes stated that

while there is not an official site plan for the property to the west, it is known that it will be a medical use and he has taken that into account when planning this project. He believes the hotel use is complimentary to that use. He stated he feels this is the right location for a hotel; hotels would be most interested in locating in close proximity to Hill Air Force Base as well as near the new commercial node along State Road 193. Parcels in the City's town center are not large enough to accommodate a hotel. He stated that while he cannot commit to bringing a Hilton hotel to the area, he can commit to a high-quality hotel project that will contribute positively to the community.

Mayor Gailey stated that he would like to table discussion of this item until a time when Councilmember Teague is available to participate. He asked that the Council consider the matter further in anticipation of continued discussion.

Planning item: Application for text amendment in Syracuse City Code Section 10.92 pertaining to permitted uses in the Mixed-Use Development (MXD) Zone.

A staff memo from the Community and Economic Development (CED) Department explained Upon application for the MXD rezone, the applicant knew that his proposal would not meet the requirements of the zone. As a potential solution, the applicant applied to amend the ordinance to resolve the out of compliance issues.

CED Director Steele reviewed the staff mem and noted that Planning Commission recommended denial of the text amendment; if the Council wishes to allow a hotel in a MXD project, the Commission recommends that be accomplished via a development agreement for an individual project. Mr. Hughes stated he prefers the development agreement route as well but submitted this application as a backup option if his zone change application is not successful.

The Council briefly discussed the application and indicated they would like to continue this item until the same meeting when the proposed zone change application will be discussed further.

Planning item: Application for Final Plat Approval, Aspire at Canterbury, located at approximately 2376 W. 1700 S.

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

Location:	2376 W. 1700 S.
Current General Plan:	Commercial
Phase 1 Acreage:	3.56

The applicant is requesting approval of a final subdivision plat called Aspire at Canterbury. The plat has been reviewed by staff and all but one staff comment has been addressed. The rezone, preliminary plat, and development agreement were approved by the City Council on August 8, 2021. The only remaining comment on this plat is addressing which will be completed before the mylar is printed. All staff comments pertinent to this approval have been addressed and the proposed plat meets all the requirements of the City Code. The Planning Commission reviewed this item on September 21 and is recommending approval with the condition that the fencing label be corrected on the plan for scope of work note number seven.

CED Director Steele reviewed the staff memo.

The Council indicated discussion of the application was unnecessary and directed staff to move it to the consent calendar of the next business meeting agenda.

Planning item: Discussion regarding Town Center Improvements.

A staff memo from the Community and Economic Development (CED) Department explained the RDA budgeted $200,000 for 'parking lot improvements' in the area this fiscal year. These improvements are to ensure that the area continues to be leasable, attractive, and putting the City's best foot forward resulting in sustained property and sales taxes. On August 24, 2021, a clock tower repair idea was presented to Council where direction was given to staff to discuss some larger scale ideas with the property owner. Staff met with the property owner and took some pictures of the center. The pictures demonstrate the various immediate maintenance and upkeep needs of the center. The property owner has expressed willingness to dedicate the whole tower to the city and or participate in the Town Center Improvements in various ways. Below is a list of various potential RDA projects. Staff is ready to execute the plans based off of your feedback.

Immediate Maintenance Items

trim weeds

cut down dead trees/volunteer trees

exposed wires/replace bollard

T-stakes removed

add mulch

fix clock tower peeling paint

fix clock tower falling trim

fix clock tower clock - $3,775

Springtime freshen up

repair/service sprinkling system

get fountain going

plant new trees/shrubs

Big Picture Items.

Clock Tower re-stucco - $12,113

Clock Tower City Take-over and Remodel - cost?

Town Center Landscaping - pull fountain out and plant grass/trees, picnic table/pavilion- cost?

Town Center Parking lot revamp - engineering - $13,000. construction cost - won't know until we put it out to bid

Sell Land ~$400k - put up for RFP soon

Mr. Steele reviewed the staff memo and facilitated discussion among the Council regarding their priorities for improving this area of the Town Center; opportunities to brand the Town Center; the party or parties that would be responsible for ongoing maintenance of landscaping or the clock tower; the need to strengthen the language in the City Code requiring commercial property owners to properly maintain their landscaping. There was support for fixing or reconfiguring the parking lot, taking control of the clock tower, and communicating to businesses the importance of installing quality landscaping and maintaining it in the future. Mayor Gailey directed Mr. Steele to reach out to the owner of the clock tower to determine if he is truly willing to turn ownership of the clock tower over to the City and report back to the Council during the October 26 work session, when this matter will be discussed further.

Planning item: Discussion regarding City policy in response to unincorporated properties connecting to City utilities and/or abiding by City land use ordinances.

A staff memo from the Community and Economic Development (CED) Department explained developers creating new lots within a subdivision are required to follow our development standards for roads, utilities, sidewalks, curb and gutter, water share contribution, and sometimes other exactions for the public good. This process is common and results in orderly development. However, recently we have seen an uptick of existing new homes being built on parcels of land that were either built before the subdivision ordinance existed, are an infill project on a lot outside of a subdivision or are not annexed to the city. These households utilize city services but when in the county do not pay the city property taxes. The county has

expressed a desire to push development into city boundaries. Since these improvements are very expensive for the homebuilder, and often non-contiguous, it is desired to discuss the city's policies on how to properly deal with these situations in a fair and consistent manner. See attached for the subdivision ordinance. Questions to consider are:

1. Should a home be annexed into the city before providing services?
2. If a new home is being built on a road without curb/gutter/sidewalk/paved shoulder, should they be required to build them?
3. Should the city change their ordinance to set up a clear applicable standard for these situations?

Mr. Steele reviewed his staff memo and facilitated discussion among the Council regarding the three questions listed therein; they discussed the heavy burden that some homeowners may experience if they are required to install curb/gutter/sidewalk along the frontage of their property, especially in cases where the project is not one of new construction, but a simple connection to City utilities. Councilmember Bingham inquired as to the number of unincorporated properties in the City that are or will likely connect to the City's utilities in the future. Mr. Steele stated he is unsure of the total number, but the City has heard from several in recent months who have desired to connect to the City's water system due to the impact the drought has had on their current water supply. The Council discussed the fact that unincorporate properties do not pay City taxes or other fees, but they do enjoy services provided by the City; there was hesitance to try to force annexation of properties, but some support for adjusting ordinances that would require certain property improvements before an unincorporated property can connect to City utilities. They also indicated a willingness to consider increasing the cost of City services for unincorporated properties. Finally, they concluded that at some point in the future it may be appropriate to consider a comprehensive action to force the annexation of all remaining unincorporated properties into the City, or at a minimum, requiring the annexation of a property before any new construction project could proceed. Mr. Steele stated he can refer the matter to the Planning Commission for a formal recommendation.

Review draft Storm Water Management Plan.

A staff memo from the Public Works Department explained Syracuse City has updated the Storm Water Management Plan (SWMP) in compliance with the Utah Pollutant Discharge Elimination System General Permit for discharges from small municipal separate storm sewer systems issued by the Utah Division of Water Quality. This general permit is issued in compliance with the provisions of the Utah Water Quality Act, Title 19, Chapter 5, UCA 2004 and the Federal Water Pollution Control Act (33 USC). Updates to the SWMP are required each time the general permit is reissued. This permit is effective May 12, 2021 to May 11, 2026 when the permit will again be renewed. Permittees that are renewing

are given 180 days after the effective date to submit an updated SWMP to the division. The main purpose of the SWMP is to provide a program that will improve the quality of storm water to the maximum extent practicable. These are achieved by setting measurable goals through six control measures. The control measures include the following:

- Public education and outreach on storm water impacts
- Public involvement / participation
- Illicit discharge detection and elimination
- Construction site storm water runoff control
- Long-term storm water management in new development and redevelopment
- Pollution prevention and good housekeeping for municipal operations

The memo concluded the goal of this discussion is to provide any input you may desire as long as it complies with the requirements of the permit. Appendix K provides a good summary. A resolution R21-28 must be passed by October 12, 2021, with a current storm water management program. This could be done at the next business meeting.

Mr. Whitley reviewed the staff memo. After brief discussion of the document, the Council offered their support for moving the proposed resolution to the October 12 business meeting for formal adoption.

Annual fraud risk assessment analysis/review.

A staff memo from the Administrative Services Director explained the goal of this discussion is to review the framework for annual fraud risk assessment and evaluate our current fraud risk assessment score.

- Current score of 335. Low risk. We improved our score from 330 to 335 by implementing additional approvals for credit card transactions.
- This form will be signed and submitted to the State Auditor's Office each year.
- It must be presented to the City Council and reviewed by the City Council prior to submission.

Mr. Marshall reviewed his staff memo; he reviewed the actual Fraud Risk Assessment form/questionnaire that the City is required to complete each year and the weighted score for each item. He also summarized internal control adjustments that have been made to help the City get a better score. The Council suggested advertising the State's fraud risk hotline in order to answer yes to question seven regarding whether the has or promotes a fraud hotline. Mr. Marshall stated he can implement that recommendation.

Consider amendments to Parks Advisory Committee ordinance to create alternate position

A staff memo from the City Attorney explained the proposed ordinance amendment would make the following changes to the Parks Advisory Committee (PAC):

- Permits the appointment of a PAC alternate member using the same procedure as voting members
- Specifies that the geographical restrictions do not apply to the alternate
- Permits the alternate to vote only in the case of an absence or abstention by a voting member

The memo concluded the PAC remains a recommending body only.

Mr. Roberts reviewed his staff memo.

Councilmember Maughan asked if there will be just one alternate member if the ordinance is approved, to which Mayor Gailey answered yes. The Council offered support for placing an action item on the consent calendar of the next business meeting agenda.

Discussion of possible topics for Town Hall meeting for November 2021.

A staff memo from City Manager Bovero explained that at the previous Town Hall meeting, held in the summer of 2021, the Council expressed interest in holding at least a couple of similar meetings per year. Town Hall meetings can be informative for the Council's annual strategic goals retreat, and the annual budget retreat. In preparation for the upcoming year, November seems to be a suitable time to gather input from the public on City priorities. The purpose of this agenda item to is to facilitate discussion of whether a Town Hall meeting should be held in November. And, if so, should the topics focus on public input of priorities the City should have, and should other topics be on the agenda.

Mr. Bovero reviewed his staff memo and facilitated discussion regarding the subject matter. Topics of discussion the Council would like to entertain in future town hall meetings included park priorities and funding options; certain changes that residents may be interested in seeing in the City following the outcome of the General Election (general priorities); a general question and answer period; review of long-range plans for the City including transportation and parks.

Discussion of future agenda items/Council announcements.

The Council discussed and reported on community events and discussed any needs for future agenda items. City Manager Bovero also the calendar of upcoming work session agenda items.

The meeting adjourned at 9:44 p.m.

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

Date approved: _____

Minutes of the Syracuse City Council Regular Meeting, October 12, 2021.

Minutes of the regular meeting of the Syracuse City Council held on October 12, 2021 at 6:00 p.m., held virtually via Zoom, meeting ID 896 2739 2224, and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020. Pursuant to written determination by the Mayor finding that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present due to infections and potentially dangerous nature of Infectious Disease COVID-19 Novel Coronavirus.

DRAFT

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

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

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

1. Meeting Called to Order/Adopt Agenda

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

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

2. Public comment:

Mayor Gailey stated that tonight's meeting agenda provided instructions for residents to email their public comments to City Recorder Brown by 5:00 p.m. tonight in order for them to be read into the record of the meeting. Ms. Brown indicated she had not received any emailed public comments.

Mayor Gailey then invited Zoom participants to provide public comments.

Nancy Bocchi referenced a project recently approved by the City Council in the Town Center; she owns property there and the townhome development that was approved, The Towns at City Center, will negatively impact her property. She is opposed to the project as she believes it violates the Covenants, Conditions, and Restrictions (CCRs) for the Town Center and does not conform to the General Commercial zoning designation. It is also incompatible with existing uses. Adding a residential

component to the commercial center will negatively impact both the businesses and future residents and she expressed great concern about cross access commitments that were communicated by the applicant, but for which other property owners have not authorized approval. She believes the City Council approved the project with the condition that the applicant secure parking access from adjoining property owners. She has been contacted by Josh Hughes several times and she has told him she would not give him permission to use her parking area. She noted that the requirement to secure parking from adjoining property owners has not been met. She asked that the Council take the matter under consideration as they discuss this project more in the future.

Kerry Jorgensen stated he is also a property owner in the Town Center and he is opposed to the Towns at City Center project for many of the same reasons that Ms. Bocchi voiced; he echoed her comments and stated that other property owners would like the ability to weigh in on the site plan for the project, though the Planning Commission has indicated that their 'hands are tied' and may have no choice but to approve the project based upon the zoning approval already granted to the applicant. He discussed his concern about the interaction of residential and commercial uses as well as the fact that the residential component will consume the needed parking that was previously designated for the commercial uses. There are no excess parking spaces and approval of the residential project will essentially render the other uses at the site non-compliant with City parking ordinances. He asked that the Council step in and inform the developer that the site plan he has developed is not compliant with the CCRs for the Town Center and with the conditional zoning approval that the City Council granted. He asked that the Council halt the project based upon the applicant's inability to meet the parking conditions imposed on the zoning approval. Additionally, if the project is intended to be mixed-use in nature, it should have a great portion of commercial uses than residential uses.

Mayor Gailey stated that the matters referenced by Ms. Bocchi and Mr. Stringham will be discussed in a future work session meeting.

Kristen Stringham stated that she is a student at the University of Utah pursuing a degree in Science Technology. She is interested in a project that would survey invasive tree species in residential areas, which is a variable that is currently understudied. These species can easily become a nuisance and ultimately be very difficult to remove. She asked if the Council is willing to entertain continued discussion of this matter in a future meeting and engaging her in such a study.

Mayor Gailey advised Ms. Stringham to discuss her proposal with Community and Economic Development (CED) Director Steele about securing a future agenda item.

3. Approval of minutes.

The following minutes were reviewed by the City Council: August 24, 2021 Special City Council/Board of Canvass Meeting; August 24, 2021 Work Session; and September 14, 2021 Business Meeting.

Councilmember Savage stated that it appears that the Davis County's website no longer includes the final election results for the Primary Election. City Recorder Brown stated she will reach out to the County to determine why that is the case; she noted that the election results included in the meeting minutes are accurate and reflect the totals provided by Davis County.

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

4a. Common consent: Final Plat Approval, Aspire at Canterbury, located at approximately 2376 W. 1700 S.

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

Location:	2376 W. 1700 S.
Current General Plan:	Commercial
Phase 1 Acreage:	3.56

The applicant is requesting approval of a final subdivision plat called Aspire at Canterbury. The plat has been reviewed by staff and all but one staff comment has been addressed. The rezone, preliminary plat, and development agreement were approved by the City Council on August 8, 2021. The only remaining comment on this plat is addressing which will be completed before the mylar is printed. All staff comments pertinent to this approval have been addressed and the proposed plat meets all the requirements of the City Code. The Planning Commission reviewed this item on September 21 and is recommending approval with the condition that the fencing label be corrected on the plan for scope of work note number seven.

COUNCILMEMBER BINGHAM MADE A MOTION TO GRANT FINAL PLAT APPROVAL FOR ASPIRE AT CANTERBURY, LOCATED AT APPROXIMATELY 2376 W. 1700 S. COUNCILMEMBER TEAGUE SECONDED THE MOTION; ALL VOTED AYE.

4b. Common consent: Proposed Ordinance 2021-28 amending Section 3.35.020 of the Syracuse City Municipal Code providing for an alternate to serve on the Parks Advisory Committee

A staff memo from the City Attorney explained the proposed ordinance amendment would make the following changes to the Parks Advisory Committee (PAC):

- Permits the appointment of a PAC alternate member using the same procedure as voting members
- Specifies that the geographical restrictions do not apply to the alternate
- Permits the alternate to vote only in the case of an absence or abstention by a voting member

The memo concluded the PAC remains a recommending body only.

COUNCILMEMBER BINGHAM MADE A MOTION TO ADOPT ORDINANCE 2021-28 AMENDING SECTION 3.35.020 OF THE SYRACUSE CITY MUNICIPAL CODE PROVIDING FOR AN ALTERNATE TO SERVE ON THE PARKS ADVISORY COMMITTEE. COUNCILMEMBER TEAGUE SECONDED THE MOTION; ALL VOTED AYE.

5. Proposed Resolution R21-48 appointing Jackie O'Shea as an alternate member to the Syracuse City Parks Advisory Committee

An administrative staff memo explained Item 4b on the agenda was an action to amend the Parks Advisory Committee ordinance to create an alternate member position. Mayor Gailey desires to appoint Jackie O'Shea to that position and is seeking the advice and consent of the Council.

Councilmember Bingham stated she is happy to be including a representative of the equestrian community on the Parks Advisory Committee. Councilmember Savage agreed and stated he feels she will contribute positively and can aid in recommending opportunities for increasing programming at the City's equestrian park.

COUNCILMEMBER SAVAGE MADE A MOTION TO ADOPT RESOLUTION R21-48 APPOINTING JACKIE O'SHEA AS AN ALTERNATE MEMBER TO THE SYRACUSE CITY PARKS ADVISORY COMMITTEE. COUNCILMEMBER BINGHAM SECONDED THE MOTION; ALL VOTED AYE.

6. Final Plat Approval, RC's Parkwest Subdivision, Phase 1, located at approximately 1693 W. 2700 S.

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

Location:	1693 W. 2700 South
Current General Plan:	Commercial
Current Zoning:	Planned Residential Development (PRD)
Acreage:	25.3

The applicant is requesting approval of a final plat containing single-family detached and attached townhome units. The zoning/preliminary plat was approved by the City Council on July 13, 2021. The only remaining comment on this plat is addressing which will be completed before the mylar is printed. All staff comments pertinent to this approval have been addressed and the proposed plat meets all the requirements of the City Code.

CED Director Steele reviewed the staff memo.

COUNCILMEMBER TEAGUE MADE A MOTION TO GRANT FINAL PLAT APPROVAL OF RC'S PARKWEST SUBDIVISION PHASE 1, LOCATED AT APPROXIMATLEY 1693 W. 2700 S. COUNCILMEMBER BINGHAM SECONDED THE MOTION; ALL VOTED IN FAVOR, WITH THE EXCEPTION OF COUNCILMEMBER MAUGHAN, WHO VOTED IN OPPOSITION.

7. Proposed Resolution R21-46 authorizing the adoption of the 2021 Storm Water Management Program for Syracuse City, Utah.

A staff memo from the Public Works Department explained Syracuse City has updated the Storm Water Management Plan (SWMP) in compliance with the Utah Pollutant Discharge Elimination System General Permit for discharges from small municipal separate storm sewer systems issued by the Utah Division of Water Quality. This general permit is issued in compliance with the provisions of the Utah Water Quality Act, Title 19, Chapter 5, UCA 2004 and the Federal Water Pollution Control Act (33 USC). Updates to the SWMP are required each time the general permit is reissued. This permit is effective May 12, 2021, to May 11, 2026, when the permit will again be renewed. Permittees that are renewing are given 180 days after the effective date to submit an updated SWMP to the division. The main purpose of the SWMP is to provide a program that will improve the quality of storm water to the maximum extent practicable. These are achieved by setting measurable goals through six control measures. The control measures include the following:

- Public education and outreach on storm water impacts

- Public involvement / participation
- Illicit discharge detection and elimination
- Construction site storm water runoff control
- Long-term storm water management in new development and redevelopment
- Pollution prevention and good housekeeping for municipal operations

The memo concluded the goal of this discussion is to provide any input you may desire as long as it complies with the requirements of the permit. Appendix K provides a good summary. A resolution R21-28 must be passed by October 12, 2021, with a current storm water management program. This could be done at the next business meeting.

Mr. Whitley reviewed the staff memo.

COUNCILMEMBER MAUGHAN MADE A MOTION TO ADOPT RESOLUTION R21-46 AUTHORIZING THE ADOPTION OF THE 2021 STORM WATER MANAGEMENT PLAN. COUNCILMEMBER TEAGUE SECONDED THE MOTION.

8. Proposed Resolution R21-47 adopting the 2021 Water Conservation Plan for Syracuse City, Utah.

A staff memo from the Public Works Director explained the Utah Division of Water Resources has been charged with the administration of the Utah Water Conservation Plan Act (UCA 73-10-32), which requires each water district and public water system to submit a water conservation plan with updates every five years. The current plan was completed in 2015. The updated plan must be complete and submitted by December 31, 2021. The draft was reviewed during council work session on May 25, 2021. The main purpose of the water conservation plan is to reduce the per capita water use to support the statewide goal of reducing the per capita water consumption. The water conservation plan is a written document that contains existing and proposed water conservation measures describing what will be done by retail water providers, water conservancy districts, and the end user of water to help conserve water and limit or reduce its use in the state in terms of per capita consumption so that adequate supplies of water are available for future needs. This plan must address water conservation for both culinary and secondary water. Section 4.2 specifies the goal for Syracuse, which is to achieve a reduction of 20 percent gallons per capital each day by the year 2030.

Mr. Whiteley reviewed the staff memo.

Councilmember Savage stated the only change he would recommend is under the water education section; he recommended including a suggestion for residents to consider the use of smart controllers for their secondary water usage. Additionally, he would like to change the term 'well-trimmed' to a recommended optimum height so that people do not think it is healthy for grass to be mowed too short. Councilmember Maughan stated that his only concern about recommending smart controllers is that a property owner could argue against a water citation in the event that their smart controller fails. Councilmember Savage stated that he feels the benefits outweigh that risk, and that he does not feel such an argument made by a resident would be valid or accepted.

COUNCILMEMBER MAUGHAN MOVED TO ADOPT RESOLUTION R21-47 ADOPTING THE 2021 WATER CONSERVATION PLAN FOR SYRACUSE CITY, UTAH, WITH THE CHANGES MENTIONED ABOVE BY COUNCILMEMBER SAVAGE. COUNCILMEMBER SAVAGE SECONDED THE MOTION; ALL VOTED AYE,

9. Authorize Administration to execute Interlocal Cooperation Agreement between Davis County Cities and Davis County for UPDES General Permit

A staff memo from the Public Works Director explained The interlocal agreement is updated every five years, which coincides with each new UPDES permit term. It allows the cities to work together as Davis County Storm Water Coalition to share resources in the effort to prevent pollution in the storm water. This agreement is required to implement the control measures of the storm water management program.

Mr. Whiteley reviewed his staff memo.

COUNCILMEMBER TEAGUE MOVED TO AUTHORIZE ADMINISTRATION TO EXECUTE INTERLOCAL AGREEMENT BETWEEN DAVIS COUNTY CITIES AND DAVIS COUNTY FOR UPDES GENERAL PERMIT. COUNCILMEMBER BINGHAM SECONDED THE MOTION; ALL VOTED AYE.

10. Public comment.

There were no public comments.

11. Mayor/Council announcements.

The Council and Mayor provided announcements about upcoming community events and other opportunities for

public involvement. The Council also discussed requests for future agenda items.

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

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

COUNCILMEMBER BOLDUC MOVED TO ADJOURN INTO CLOSED EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF SECTION 52-4-205 OF THE OPEN AND PUBLIC MEETINGS LAW FOR THE PURPOSE OF DISCUSSING THE CHARACTER, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL; PENDING OR REASONABLY IMMINENT LITIGATION; OR THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY. COUNCILMEMBER BINGHAM SECONDED THE MOTION. ALL VOTED AYE.

The meeting recessed at 7:05 p.m.

The meeting reconvened at 7:15 p.m.

At 7:15 P.M. COUNCILMEMBER TEAGUE MADE A MOTION TO ADJOURN. COUNCILMEMBER BINGHAM SECONDED THE MOTION; ALL VOTED IN FAVOR.

_____ _____

Mike Gailey
Mayor

Cassie Z. Brown, MMC
City Recorder

Date approved: _____

COUNCIL AGENDA
October 9, 2021

Agenda Item **"6a"** **Amendment of the text of Syracuse Municipal Code related to flat grave markers.**

Factual Summation

- This text amendment permits up to 42" wide (East to West) grave markers for shared plots. Our current code permits only 30" width.
- Current code also states that flat markers may only be 24" long. This is reportedly an error and should have been 42". The amendment corrects that error.
- Questions regarding this item should be directed to Mayor Gailey or Kresta Robinson.

Action Items

1. Whether to approve the item via Consent Agenda, or to move it to the regular agenda for further discussion.

ORDINANCE 2021-29

AN ORDINANCE OF THE SYRACUSE CITY COUNCIL AMENDING LENGTH AND WIDTH RESTRICTIONS FOR FLAT GRAVE MARKERS.

WHEREAS, pursuant to section 10-8-62 of the Utah Code, the City has authority to own and operate cemeteries, and to enact laws regulating these properties; and

WHEREAS, the proper regulation of the City's cemetery will improve the general welfare of our citizens and the quiet enjoyment of our community; and

WHEREAS, City regulations must, from time to time, be adjusted and clarified based upon the experience of the Cemetery Sexton, the public, and other members of staff; and

WHEREAS, the City Council finds that the proposed amendments are not contrary to the interests of the City or those that utilize the City Cemetery,

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

Section 1. **Amendments.** Section 4.30.120 of the Syracuse Municipal Code is amended, as provided in the attached exhibit (Exhibit A).

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

Section 3. **Effective Date.** This ordinance shall be effective upon the date of publication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, this _____ day of _____, 2021.

SYRACUSE CITY

ATTEST:

_____
Cassie Z. Brown, MMC
City Recorder

By: _____
Mike Gailey
Mayor

Voting by the City Council:

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

EXHIBIT A

Proposed Amendment

4.30.120 Monuments and markers.

(A) It shall be unlawful for any person to erect or place any marker or monument on any position in the cemetery without approval of the Sexton, who shall be responsible to issue permits for markers or monuments placement.

(B) The installation of all markers or monuments will be under the supervision of the Sexton or designee. The company or responsible party shall submit an application for marker or monument placement and may not place a marker or monument without a permit issued by the Sexton. This subsection does not apply to temporary markers placed by a mortuary for recently interred individuals.

(C) Maximum Dimensions. The following table contains the maximum dimensions for monuments and markers. Length and width measurements in this table include the required mow strip (six inches on each side):

	Monuments	Markers	Flat Markers	Family Monuments
Length (N-S)	42" (84" if double)	42"	~~24"~~42”	84"
Width (E-W)	24"	24"	30" (42” if shared)	20" (if second monument on position) 24" (if no second monument on position)
Height	36"	12"	0"	36"

(D) All monuments and markers must comply with the following:

(1) Triple headstones are not permitted; in such cases a family monument should be considered, as provided in subsection (H) of this section.

(2) Foundation of any monument or marker placed in the cemetery must have either a concrete foundation six inches or deeper or granite foundation four inches or deeper.

(3) Monument or marker must be securely set with a mow strip not less than six inches wide around all sides of the marker.

(4) Monuments and markers shall be placed with the text facing to the east or west, in line with the row of monuments and markers of other positions within the row, or level with the ground immediately adjacent to the marker.

(5) No patches of vegetation or turf may be included as part of the monument or marker.

(E) There shall be no other monuments, markers or structures placed upon any position, except as provided in this chapter and as permitted by the Sexton. Monuments, markers or structures placed upon any other position within the cemetery shall be removed at the cost of the individual or company that placed the item.

(F) The cemetery and City accept no responsibility for loss or damage to any monument or marker unless such loss or damage is a direct result of negligence on the part of the City.

(G) The cemetery and City accept no responsibility for loss or damage to any granite foundation or mow strip.

(H) Family Monuments and Individual Markers. Family monuments may be placed upon up to two positions but may only be placed within the positions owned by those family members. The family monuments must be placed on the western side of the positions, in line with other monuments or markers on the same row. No more than one flat marker may be placed upon a position that already includes a family monument, to indicate the specific burial place of those also identified on the family monument, with placement directed by the Cemetery Sexton. Family monuments that are installed on positions that will be used exclusively for the family monument, and which will not be used for additional monuments or burials, may be up to 24 inches in width.

(I) Temporary Markers. A temporary marker or placard may be placed upon a grave by a mortuary and kept thereon for up to six months after interment. The temporary marker may not exceed the dimensions of any monument or marker in this chapter. The same restrictions for decorations as apply to permanent markers or monuments apply to temporary markers.

(J) Monument companies or responsible individuals that fail to apply for a permit prior to placement of the marker, that refuse to relocate a marker or monument that was placed upon the wrong location or that encroaches upon a neighboring position, or that violate the provisions of this chapter shall be subject to a civil penalty of $200.00 per violation, and shall also be responsible for the actual costs incurred by the City to relocate the monument or marker. Companies with multiple violations or unpaid fines may be barred placing markers or monuments within the cemetery. Any company barred under this subsection may appeal the decision to the City Council, for an evidentiary hearing providing due process to the company.

CITY COUNCIL

November 9, 2021

Agenda Item **"6b"** Cross-Reference Update and Housekeeping Ordinance

Factual Summation

- Any question regarding this agenda item may be directed at Paul Roberts.
- Please see attached amendments throughout our City Code.
- The land use provisions were considered after a public hearing at the Planning Commission. The Commission recommended approval of the ordinance.

Action Items:

The following items outline the goals of tonight's hearing:

1. Vote to approve this by consent, or place the item on the agenda for further discussion.

ORDINANCE NO. 2021-30

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE SYRACUSE CITY MUNICIPAL CODE RELATED TO REFERENCES, AND REPEALING SECTION 12.10.030.

WHEREAS, the City Council has the authority pursuant to state law to establish ordinances for the proper administration of government; and

WHEREAS, the City Council finds that references to outside laws and regulations, and references to its own code, must be periodically updated in light of shifting code locations; and

WHEREAS, the City Council finds that the City's ban of intoxicating chemical compounds has been thoroughly regulated by the State of Utah and that the City's ban is no longer necessary, and

WHEREAS, the City Planning Commission conducted a public hearing for all references which are part of the City's land use regulations, and provided a recommendation approving this amendment; and

WHEREAS, the City Council finds that the amendments in this ordinance are appropriate and will aid users of our code to refer to relevant and current laws.

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

Section 1. **Amendment.** Sections 1.20.060, 2.40.050, 3.10.010, 3.10.120, 3.25.030, 5.35.030, 8.10.010, 8.35.050, 9.15.050, 9.20.050, 9.29.090, 10.20.130, 10.35.040, 10.90.020, 10.90.030, 10.115.020, 10.120.020, 12.10.020, 13.05.010, 13.15.030, 13.30.050, 13.45.010, 13.50.040, 13.50.060 and 13.55.080 of Syracuse City Municipal Code are amended as attached in Exhibit A.

Section 2. **Repeal.** Section 12.10.030 of the Syracuse City Municipal Code is repealed as attached in Exhibit A.

Section 3. **Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 4. **Effective Date.** This Ordinance shall become effective immediately after publication or posting.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 9th DAY OF NOVEMBER, 2021.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, MMC
City Recorder

Mayor Mike Gailey

Voting by the City Council:

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

Exhibit A

1.20.060 Fines of persons.

A person who has been convicted of an offense may be sentenced to pay a fine in accordance with the applicable provisions of Title ~~78~~76, Chapter 3, Utah Code Annotated 1953.

2.40.050 Fee waiver.

In accordance with Utah Code, the City may fulfill a record request without charge when it determines that:

(A) Releasing the record primarily benefits the public rather than a person;

(B) The individual requesting the record is the subject of the record, or an individual specified in Subsections 63G-2-202(1) or (2) of the Act; or

(C) The requester's legal rights are directly implicated by the information in the record and the requester is impecunious.

3.10.010 Establishment.

There is hereby created a Planning Commission pursuant to Section 10-9a-~~201~~301, Utah Code Annotated 1953, as amended. The Planning Commission shall have and perform such duties as are assigned to it by law and/or ordinance relating to planning and zoning and land use administration. The Planning Commission shall consist of seven members appointed by the Mayor with the advice and consent of the City Council. Two alternate members may be appointed to act as a voting member of the Planning Commission in the absence of any regular voting member.

3.10.120 General plan.

It shall be the function and duty of the Planning Commission to make and recommend to the City Council a proposed general plan for the physical development of the City, including other areas outside of its boundaries which, in the Planning Commission's judgment, bear relation to the planning of Syracuse. The Planning Commission may from time to time recommend to the City Council to amend, extend, add to or carry any part or subject matter of the general plan into greater detail. Where the plan involves territory outside of the boundaries of the City, action shall be taken with the concurrence of the county or other legislative body concerned. The general plan shall show the Planning Commission's recommendations and may include, among other things, the general location, character, and extent of streets, parks, parkways, playgrounds, airports, and other public spaces; the general location and extent of public utilities and terminals, whether publicly or privately owned; the acceptance, widening, removal, extension, relocation, narrowing, vacation, abandonment, or change of use of any of the foregoing; the general location, character layout, and extent of community centers and neighborhood units, and the extent and layout of the replanning of blighted areas.

In the preparation of the general plan, the Planning Commission shall make careful and comprehensive surveys and studies of the existing conditions and probable future growth of Syracuse and its environs. The plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the City of Syracuse in accordance with existing and future needs.

No street, park or other public way, ground, place or space, no public building or structure, and no public utility, whether publicly or privately owned, shall be constructed or authorized until and unless the location and extent thereof shall conform to the master plan or shall have been submitted to and approved by the Planning Commission, with such exceptions as provided for in Section 10-9a-3022~~1~~, Utah Code Annotated 1953, as amended.

3.25.030 Duties and responsibilities.

The Historic Preservation Commission shall have the following duties:

(A) The Commission shall conduct or cause to be conducted a survey of the historic, architectural, and archaeological resources within the community. The survey shall be compatible with the Utah Inventory of Historic and Archaeological Sites. Survey and inventory documents shall be maintained and shall be open to the public. The survey shall be updated at least every 10 years.

(B) Review Proposed Nominations to the National Register of Historic Places. The Historic Preservation Commission shall review and comment to the State Historic Preservation Officer on all proposed National Register nominations for properties within the boundaries of the City. When the Historic Preservation Commission considers a National Register nomination which is normally evaluated by professionals in a specific discipline and that discipline is not represented on the Commission, the Commission shall seek expertise in that area before providing its impact and comments.

(C) Provide Advice and Information.

(1) The Historic Preservation Commission shall act in an advisory role to other officials and departments of government regarding the identification and protection of local historic and archaeological resources.

(2) The Historic Preservation Commission shall work toward the continuing education of citizens regarding historic preservation and community history.

(D) Advise and assist in the maintenance and rehabilitation of City-owned historic buildings and sites.

(E) Apply for and administer grants and other financial aid for historic preservation projects in the City.

(F) Enforcement of State Historic Preservation Laws. The Commission shall support the enforcement of all state laws relating to historic preservation. These include, but are not limited to: Section ~~11-18-2~~10-9a-503, Utah Code Annotated 1953~~, "The Historic District Act"~~; ~~Sections 63-18-25, 63-18-27, and 63-18-30~~Part 3 of Chapter 9-8, Utah Code Annotated 1953 regarding the protection of Utah antiquities; and ~~Section 63-18-37~~Part 5 of Chapter 9-8, Utah Code Annotated 1953 regarding notification of the State Historic Preservation Office of any known proposed action which will destroy or affect a site, building, or object owned by the State of Utah and included on or eligible for the State or National Registers.

5.35.030 Reciprocal license.

(A) A food truck operator shall be granted a reciprocal license if the operator submits copies of all of the following with its application:

(1) A business license issued by another Utah municipality;

(2) A health department food truck permit issued by a local health department in Utah; and

(3) Evidence that the food truck passed a fire safety inspection, conducted by a Utah political subdivision, in accordance with Section 11-~~55~~56-104 (4)(a), Utah Code Annotated 1953, as amended.

(B) The License Official, upon inspection of the documents submitted under subsection (A) of this section, shall issue a reciprocal food truck license without undue delay.

(C) Reciprocal food truck licenses are reduced in cost from original food truck licenses, as provided in the City's consolidated fee schedule.

8.10.010 Definitions.

The following terms used in this title shall have the respective meanings hereinafter set forth:

"Alley" means any public way or thoroughfare less than 16 feet but not less than 10 feet in width, which has been dedicated or deeded to the public for public use.

"Bench mark" means a mark affixed to a permanent or semi-permanent object along a line of survey to furnish a datum level.

"Block" means a piece of land bordered by streets or other rights-of-way, and/or which is designated as a block on any recorded subdivision plat.

"Building Official" means the officer or other designated authority charged with the administration and enforcement of uniform codes, and the inspection of all subdivision improvements, or the Building Official's duly appointed representative.

"City" refers to Syracuse City.

"City Council" means the City Council of Syracuse.

"City Engineer" means any registered civil engineer hired by the City Council to accomplish the objectives of this title; provided, that no such person may serve the City and a developer simultaneously where he would have to check his own work or the work of a member of his firm in connection with any subdivision in the City.

"Condominium" means the ownership of a single unit in a multi-unit project together with undivided interest in common in the common areas and facilities of a property as provided by state law.

"Construction" means any work or product which will become the property of the City; i.e., roads, curb and gutter, sidewalks, water works, sewer works, culverts, bridges, fencing, etc.

"Contractor" means the person in charge of construction. He could also be the developer.

"Cul-de-sac" means a minor street having only one outlet being terminated at the other end by a vehicular turnaround.

"Developer" means an individual, group, partnership, corporation, association or any other enterprise that subdivides a parcel(s) of land.

"Driveway" means a private roadway, the use of which is limited to persons residing, employed or otherwise using or visiting the lot on which the roadway is located.

“Easement” means the quantity of land set aside or over which a liberty, privilege or advantage in land without profit, existing distinct from the ownership of the land, is granted to the public or some particular person or part of the public.

“Final plat” means a subdivision map prepared in accordance with the provisions of this title that is accurately surveyed and such survey marked on the ground so that the streets, alleys, blocks, lots and other divisions thereof can be identified and which is designated to be placed on record in the office of the county recorder.

“Improvement district” is as defined by Utah state law.

“Improvements” means work objectives, devices, facilities, or utilities required to be constructed or installed in a subdivision. Such improvements may include but are not limited to water facilities, sewer facilities, sidewalks, curbs and gutters, drainage facilities, streets, trees, street signs, street lights, traffic control or safety devices, fire hydrants and such other facilities or construction required by the subdivision ordinance.

“Inspector” means the authorized inspector or representative of the City Council.

“Lot” means a portion of the subdivision or parcel of land intended for building development or transfer of ownership.

“Master plan” means a long-range general plan that identifies present and future needs of Syracuse City, which outlines growth and development of land within the City and provides for health, general welfare, and safety as outlined in Section 10-9a-~~301~~ 401 et seq., Utah Code Annotated 1953, as amended.

“May” is permissive.

“Minor subdivision” means the division of a tract or lot or parcel of land into two, but not more than 10, lots, plots, sites or other divisions of land for the purpose, whether immediate or future, of sale or of building development, wherein all such divisions front on an existing street.

“Open space” shall mean any area within the subdivision that has been designated as open to meet the requirements of development.

“Owner” shall mean and refer to the person, corporation, partnership or other entity in which is vested the fee simple title of the property to be subdivided, unless otherwise clearly indicated, or the owner’s designee.

“Person” means any individual, firm, partnership, associate, entity, institution, or corporation and their heirs, assigns, or agents.

“Planning Commission” shall mean the Syracuse City Planning Commission unless another planning commission is specifically named.

“Preliminary plat” means a map or plan of a proposed land division or subdivision prepared in accordance with the requirements of this title.

“Shall” is mandatory.

“Sketch plan” means a conceptual drawing of the proposed development prepared in accordance with the requirements of this title.

“Specifications” is to be interpreted as rules and regulations.

“Street, arterial” means a street existing or proposed, which serves or is intended to serve as a major traffic way, as a controlled access highway, major street parkway or other equivalent term to identify those streets comprising the basic structure of the street plan.

“Street, local” means a street existing or proposed which is supplementary to a collector street and of limited continuity which serves or is intended to serve the local need of a neighborhood.

“Street, major collector” shall mean a street with a right-of-way of 72 feet, designated in the general plan to carry larger volumes of traffic to arterial streets.

“Street, minor collector” means a street existing or proposed with a 66-foot right-of-way, which carries traffic from local subdivision streets to the major collectors.

“Street, private” means a street or an alley whose ownership has been retained privately.

“Subdivide” and any derivative thereof shall have reference to the term “subdivision” as herein defined.

“Subdivision” means any land that is divided, resubdivided or proposed to be divided into two or more lots, parcels, sites, units, plots, or other division of land for the purpose, whether immediate or future, for offer, sale, lease, or development either on the installment plan or upon any and all other plans, terms, and conditions. “Subdivision” includes:

(1) The division or development of land whether by deed, metes and bounds description, devices and testacy, lease, map, plat, or other recorded instrument; and

(2) Divisions of land for all residential and nonresidential uses, including land used or to be used for commercial, agricultural, and industrial purposes.

“Subdivision requirements” are those that are adopted by the various governing bodies in the City for the necessary, proper development of a proposed subdivision.

“Walkway” means a right-of-way designed for use by pedestrians and not intended for use by motor vehicles of any kind.

“Wetlands” means any area that has the potential to support wildlife and the capability of natural water filtration, whether natural or manmade.

“Zoning” means the most recent zoning ordinances adopted by Syracuse City.

8.35.050 Penalty.

Whoever shall violate any of the provisions of this title shall be guilty of a misdemeanor and, upon conviction of any such violation, shall be punishable by a fine of not more than $1,000, or by imprisonment for not to exceed six months, or by both fine and imprisonment or by the penalty for transfer and sale of property provided in Section 10-9a-802~~26~~, Utah Code Annotated 1953, except that in all cases where a corporation would be punishable as for a misdemeanor, and there is no other punishment prescribed by ordinance, such corporation is punishable by a fine not exceeding $1,000; provided further, that each violation of this title shall be considered a separate offense, and each day such violation is permitted to exist shall constitute a separate offense.

9.15.050 Adoption of the valuation schedule.

The City hereby adopts by reference the Building Valuation Data ~~valuation schedule from the Building Standards Magazine,~~ published by the International Code Council~~Conference of Building Officials~~, to be used in determining the valuation of new construction. Updated editions shall be incorporated herein by reference and shall be effective upon the date of publishing. ~~Syracuse City will use the regional modifier for Utah using average cost per square foot as may apply.~~

9.20.050 General provisions.

(A) Lands to Which This Chapter Applies. This chapter shall apply to all special flood hazard areas within the jurisdiction of Syracuse City.

(B) Basis for Establishing the Special Flood Hazard Areas. The special flood hazard areas identified by the Federal Emergency Management Agency in a scientific and engineering report entitled "The Flood Insurance Study for the City of Syracuse," dated June 18, 2007, with an accompanying flood insurance rate map (FIRM), is hereby adopted by reference and declared to be a part of this chapter. The flood insurance study and FIRM are available for inspection at the City offices located at ~~1787~~ 1979 West 1900 South~~South 2000 West~~, Syracuse, Utah, 84075.

(C) Compliance. No structure or land shall hereafter be constructed, located, extended, converted, or altered unless the modification fully complies with the terms of this chapter and other applicable regulations.

(D) Abrogation and Greater Restrictions. This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(E) Interpretation. In the interpretation and application of this chapter, all provisions shall be:

(1) Considered as minimum requirements;

(2) Liberally construed in favor of the governing body; and

(3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(F) Warning and Disclaimer of Liability. The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the special flood hazard areas or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of Syracuse City or any officer or employee thereof, or the Federal Emergency Management Agency for any flood damages that result in reliance on this chapter or any administrative decision lawfully made thereunder.

9.20.090 Appeal procedure.

(A) Any person adversely affected by a final decision of the Public Works Director made in the administration or interpretation of this chapter may, within the time provided herein, appeal that decision to the City Council by alleging that there is error in any such final order requirement, decision, or determination made by the Public Works Director in the administration or interpretation of this chapter. Appeals filed hereunder shall be in writing and shall be filed with the City Recorder within 30 days of the decision which is appealed. The appeal shall include any required City appeal forms and shall set forth, at a minimum: the name, address and telephone number of the appellant; the decision being appealed; the grounds for appeal; and a description of the alleged error in the decision or determination of the Public Works Director. Only decisions of the Public Works Director applying this chapter may be appealed to the City Council as provided herein. Appeals may not be used to waive or modify the terms or requirements of this chapter.

(B) After the appeal application is deemed complete, the City Recorder shall schedule the matter to be heard by the City Council. Prior to the appeal hearing, the City Recorder shall transmit all papers constituting the record of the decision or action being appealed to the City Council and the appellant. The City Council shall review the record of the decision or action of the Public Works Director and provide the appellant an opportunity to be heard regarding the appeal. In reviewing the appeal, the City Council shall consider and review all relevant technical evaluations and the specific factors set forth in SCC 9.20.080 (B). The City Council shall decide the matter in accordance with the standard of review set forth in subsection (C) of this section.

(C) The City Council may affirm or reverse the decision of the Public Works Director, in whole or in part, or may remand the administrative decision to the Public Works Director. The City Council is also authorized to impose additional conditions as part of its determination of the appeal as necessary to conform with the purposes and intent of this chapter. The City Council shall review the administrative decision of the Public Works Director for correctness in determining whether there is substantial evidence in the record to support the order, decision, or determination. The appellant shall have the burden of proving that an error has been made. The City Council shall issue a written decision.

(D) A record of all appeals shall be maintained by the City in accordance with the Utah Government Records Access and Management Act, Section 63G-2-101, et seq., Utah Code Annotated 1953, as amended

10.20.130 Appeal of exactions (constitutional takings).

Any owner of private real property, who claims such property was subject to a constitutional taking, may appeal any final decision, applicable to the property, made by the City. The following procedures shall apply to such appeals:

(A) The appellant shall obtain a final determination by authorized City personnel concerning the decision for the requested review.

(B) Within 30 days from the date of the final decision for the requested review, the appellant shall file the appeal in writing in the office of the City Recorder. A copy of the appeal shall be filed with the City Attorney.

(C) The City Council, or its designee, shall immediately set a time to review the decision that gave rise to the appeal.

(D) The appellant shall submit the following information with the appeal:

(1) Name and business address of the current owner(s) of the property, form of ownership, and, if owned by a corporation, partnership, or joint venture, the name and address of all shareholders or partners holding a 10 percent or greater interest in the entity.

(2) Detailed statement of the grounds for the appeal.

(3) Detailed description of the property alleged to have been taken.

(4) Evidence and documentation of property value of the property alleged to have been taken, including date and cost at time of property acquisition, evidence of the value of property before and after the alleged constitutional taking, name of the party from whom purchased, and relationship, if any, between the person requesting the review and the party from whom the property was acquired.

(5) Nature of the protectable interest claimed to be affected, such as, but not limited to, fee simple ownership, leasehold interest, etc.

(6) Terms (including sale price) or any previous purchase or sale of a full or partial interest in the property in the three years prior to the date of request for review.

(7) All appraisals of the property prepared for any purpose, including financing, offering for sale, or ad valorem taxation, within the three years prior to the date of application.

(8) Assessed value of any ad valorem taxes on the property for the previous three years.

(9) All information concerning current mortgages or other loans secured for the property, including the name of the mortgagee or lender, current interest rate, remaining loan balance, and term of the loan and other significant provisions, including but not limited to right of purchasers to assume the loan.

(10) All listings of the property for sale or rent, prices asked and offers received, if any, within the previous three years.

(11) All studies commissioned by the appellant within the previous three years concerning feasibility of development or utilization of the property.

(12) For income-producing property, itemized income and expense statements from the property for the previous three years.

(13) Information from a title policy or other similar source showing all recorded liens or encumbrances affecting the property.

(14) Any other requested information by the City Council or designee deemed reasonably necessary to determine whether there has been a constitutional taking.

(E) The City Recorder shall not deem an application “complete” or “submitted” until the reviewing body or official certifies to the appellant that they received all materials and information required above.

(F) The City Council or designee shall hear all evidence related to and submitted by the appellant, City, or any other interested party to determine whether or not the City’s action may be a constitutional taking as defined in this title. In making such determination, the City Council or designee shall consider whether:

(1) The City had a legitimate governmental interest to support its action;

(2) The City would have been able to accomplish the same result through the use of a less intrusive action;

(3) The property owner was denied all economically viable use of the property;

(4) The action forced the property owner to allow a nonowner to enter the property;

(5) The appealed decision had an essential nexus to the legitimate governmental interest;

(6) The action taken was roughly proportional, both in nature and extent, to the impact caused by the activities that were the subject of the appealed decision;

(7) The City made an attempt to quantify its findings.

(G) The City Council or designee shall render a final written decision on the appeal within 14 days after the City Recorder receives all required information. A copy of the decision shall be given to the applicant and officer, employee, board, commission, or council that rendered the final decision that gave rise to the appeal.

(H) If the City Council or designee fails to hear and decide the appeal within 14 days, the appeal shall be presumed approved.

(I) Private Property Ombudsman. A private property owner may request the Utah State Private Property Ombudsman to mediate or conduct or arrange arbitration for disputes between private property owners and Syracuse City as provided in Section 13-43-204~~63-34-13(g)~~, Utah Code Annotated 1953, or any applicable successor law.

10.35.040 Home occupation.

(A) Purpose. The purpose for home occupations is to encourage the conducting of the majority of business activities within the more appropriate commercial zones while allowing business activities within residences on a limited basis if such activities comply with the standards of this section. All home occupations shall be secondary and incidental to the residential use. The occupants should conduct such businesses so that neighbors, under normal conditions, would not be aware such businesses exist. Home occupations are a temporary privilege that the Land Use Authority can revoke upon a determination that the home occupation disrupts the residential neighborhood.

(B) Standards. The following restrictions shall apply to any home occupation:

(1) A home occupation shall not be permitted if it changes the outside appearance of the dwelling. No modifications shall be made to expressly accommodate the commercial use in the home.

(2) The home occupation may include the sale of commodities; however, the business should deliver products to customers. The occupation may also include the retail sale of products and services at the home with a maximum of two customers per hour. The business owner may increase the number of customers or patrons approved to come to the home per hour by providing sufficient off-street parking and ensuring the home occupation does not adversely affect the neighborhood.

(3) The area of the home devoted to the home occupation and/or storage of stock in trade shall not occupy more than 30 percent of the area of any one floor. Child care may use a larger percentage of the home.

(4) The home occupation shall not involve the use of any yard space or activity outside the residence, except where the use or activity is of the type customarily found in the residential neighborhood and where said use or activity does not adversely impact the residential nature of the neighborhood.

(5) The home occupation may store inventory or supplies within the garage or an accessory building as long as the garage still functions for parking as many vehicles as specified at the time of construction. The home occupation shall not store outside any type of material used for the business.

(6) No display of merchandise or advertising shall be visible from the street or neighboring properties, except as permitted in SCC 10.45.050.

(7) Residents may have one occupational vehicle and trailer, associated with the home occupation, that does not exceed 10,000 pounds gross vehicle weight for minor home occupations and 20,000 pounds gross vehicle weight for major home occupations. If the parcel on which the major home occupation is located is both over one-half acre in size and located along a major collector or arterial road, residents may have up to three occupational vehicles and trailers not exceeding 20,000 pounds gross vehicle weight each and only after the Planning Commission has determined that the additional vehicles can be accommodated on site in conformance with the text of this section. Occupational vehicles, trucks, and trailers may be allowed on site, provided they park said vehicles off the street, not within the front yard, on gravel, concrete, or asphalt, and not on any street adjacent to or near their premises. Business owners may not intentionally station, position, or park an occupational vehicle or trailer in any manner on private property so as to advertise, promote, or draw attention to products, services, events, or other similar purposes at the homeowner's residence while parked thereon.

(8) The home occupation shall limit the number of vehicles for employee parking to two, other than those living in the dwelling, to come to work at the home or to park vehicles at the home to go to a job site. One additional dedicated off-street parking space for each employee vehicle shall be provided. Employees shall not park on the street in front of adjacent private property.

(9) The home occupation shall generate no greater vehicular traffic or parking than commonly associated with the neighborhood wherein the applicant(s) will conduct business, i.e., heavy trucks, delivery, or similar vehicles, etc.

(10) A home occupation shall not store explosive or combustible materials anywhere on the premises. The home occupation shall not unreasonably disturb the peace and quiet of the neighborhood, including but not limited to interference of radio, television, or other electronic reception, by reason of design, materials, construction, lighting, odor, dust, sounds, noise, vibrations, vehicles, parking, and general operation of the business.

(11) Home occupations shall not hold promotional meetings, for the purpose of selling merchandise or taking orders, more than once per month.

(12) Home occupations shall not hold garage, basement, yard, or other similar sales more than four times each year, and each sale shall not last more than 72 hours.

(13) There shall be complete conformity with all City and state codes including fire, building, plumbing, electrical and health codes, and business license regulations. Appropriate departments will conduct any periodic inspections required by these codes.

(14) The home occupation shall not create a demand for municipal or utility services or community facilities in excess of those usually and customarily provided for residential uses.

(15) The home occupation shall not involve the installation of any equipment, fixtures, plumbing, or electrical wiring that is incompatible with a residential area by reason of excessive noise, utility usage, waste production or broadcast interruption, etc.

(16) The Land Use Authority may review and revoke any home occupation license upon a finding of noncompliance with this section. Inspections by the City may occur as necessary to assure conformance with these regulations.

(17) Disabled individuals can obtain a waiver through the Land Use Administrator to allow such persons to become self-sufficient.

(18) The City may place additional restrictions on a home occupation relating to hours of operation, parking, traffic, or other matters as it deems necessary to mitigate impacts on the neighborhood and the City in general.

(19) A permit for a home occupation is valid for only the original applicant and is not transferable to any resident, address, or any other occupation. Upon termination of the applicant's residency, the home occupation permit shall become null and void.

(C) Minor Home Occupations. This section shall deem businesses conducted on residential properties, which meet the standards outlined above, as minor home occupations. The Land Use Administrator shall review and approve all minor home occupations. The Land Use Administrator may refer a home occupation application to the Planning Commission for the imposition of additional requirements as deemed necessary in order to mitigate potential negative impacts on surrounding property owners. Minor home occupations shall include, but not be limited to, the following:

(1) Advertisement services.

(2) Artists, authors, architectural services.

(3) Barber shops and beauty shops.

(4) Consulting services, craft sales.

(5) Dance studio, aerobic exercise, music lessons, tutoring.

(6) Day care, where the number of children equals eight or less.

(7) Direct sales distribution.

(8) Data processing, computer programming.

(9) Garden produce.

(10) Health and fitness (such as personal trainers, diet and weight loss supplements).

(11) Home crafts.

(12) Insurance sales or broker, interior design.

(13) Janitorial.

(14) Mail order (not including retail sales from site).

(15) Preschool, where the number of sessions equals four or less.

(16) Real estate sales or broker.

(17) Sales representative.

(18) Swimming lessons.

(D) Major Home Occupations.

(1) The definition of a major home occupation shall include any business within a residential zone that meets the standards listed in subsection (B) of this section but requires additional conditions of approval imposed by the Land Use Authority, as provided herein, to mitigate the increased impact of such home occupations on the surrounding property owners.

Major home occupations shall be conditional uses in all residential zones due to the potential increase in the impact of a business as allowed by the following:

(a) A larger commercial vehicle, not exceeding 20,000 pounds, may be used, provided it is parked on private property and adequately screened. Parking of the commercial vehicle shall occur on the side or in the rear of the home.

(b) Day care, where the number of children is greater than eight and a second employee is required at the home.

(c) Preschools, where the number of sessions is greater than four per week.

(d) A larger percentage of the home or an accessory building may be used for the home occupation under conditions recommended by the Planning Commission. The use of an accessory structure or an attached or detached garage, or yard space, for a home occupation may be considered as a conditional use only under the following conditions:

(i) The Planning Commission finds that the proposed home occupation will be clearly accessory and subordinate to the principal use of the property for dwelling purposes; and

(ii) The Planning Commission finds that the proposed home occupation will not adversely affect the residential nature and aesthetic quality of the neighborhood; and

(iii) Any off-street parking displaced by the home occupation is relocated elsewhere on the lot or parcel in compliance with setback standards for the zoning in which the property is located; and

(iv) The Planning Commission may impose any conditions it deems necessary to mitigate impacts of the home occupation on the neighborhood.

(2) Major home occupations may include, but not necessarily be limited to, the following:

(a) Any use allowed as a minor home occupation that is requiring additional conditions of approval as shown in subsection (D)(1) of this section.

(b) Small engine repairs (excluding automobiles, motorcycles, and snowmobiles).

(c) Woodworking.

(d) Pest or weed control service.

(3) The following uses, by the nature of the investment or operation, have a pronounced tendency once started to increase beyond the limits permitted for home occupations and thereby impair the use and value

of a residentially zoned area for residential purposes and are more suited to professional or business districts. Therefore, the uses specified below shall not be permitted as home occupations:

(a) Minor or major auto repair, painting of vehicles, trailers, or boats;

(b) Funeral chapel or home;

(c) Gift shops;

(d) Medical or dental clinic;

(e) Welding or machine shops; and

(f) Appliance repair (large).

(E) Child day care home occupations shall limit the number of children at the residence to eight unless a second adult works for the home occupation, in which case the day care shall limit the number of children at the residence to 16.

(1) All day care home occupations shall have a back yard fully enclosed with a secure fence.

(2) All day care home occupations shall acquire a license from the Utah Department of Health, Bureau of Licensing Requirements.

(3) Any person residing within the dwelling or employed from out of the dwelling shall not have a conviction of any crime, identified in Section 77-41-106~~27-21.5(1)(e)(i)~~, Utah Code Annotated 1953, or any other sexual crime against another person. Employees and everyone 18 years of age or older in the household shall provide a criminal background clearance through the Utah Bureau of Criminal Investigation prior to any contact with the children attending such day cares.

(F) Adult day care home occupations shall limit the number of adults at the residence to six at only one time. The following standards shall apply:

(1) The adult day care must be operated by a person who resides in the single-family dwelling.

(2) An adult day care participant, who is not mentally or physically capable of negotiating a normal path to safety, shall count as three persons. The City may request a statement from a physician that a participant is mentally and physically capable of negotiating a normal path to safety.

(3) An off-street, unobstructed, paved parking area for the pick up and drop off of adults must be provided.

(4) When assistive devices or aids are necessary for an adult day care participant to negotiate a normal path to safety, the adult day care shall be handicap accessible.

(5) The rear yard shall be fully enclosed with a secure fence at least 60 inches in height.

(6) The adult day care must be licensed by the state of Utah and continuously maintain a current license with the state as outlined in State Administrative Code R501-13.

(G) Preschool Home Occupations. Home preschools shall have back yards fully enclosed with secure fencing and shall limit the number of students to 16 children per session.

10.90.020 Permitted uses.

The following are permitted uses by right provided the parcel and building meet all other provisions of this title or any other applicable ordinances of Syracuse City and receive site plan approval as provided in SCC 10.20.~~100~~090.

(A) Agriculture.

(B) Amusement and recreational activities.

(C) Animal clinics.

(D) Automotive retail and routine maintenance services.

(E) Car washes, full-service tunnel style.

(F) Churches, synagogues, and temples.

(G) Community or civic services.

(H) Dwellings. (Completed or under construction at the time of adoption of this title. If such dwellings convert to any other permitted or conditional use allowed in this section or SCC 10.85.030, they may not thereafter convert back to residential use without first obtaining a conditional use permit.)

(I) Hotels and motels.

(J) Public and quasi-public buildings.

(K) Professional office buildings (situated on one acre or less).

(L) Public parks.

(M) Restaurants and fast food services.

(N) Retail trade.

(O) Theaters and amusement facilities.

10.90.030 Conditional uses.

The following may be permitted as conditional uses after application and approval as specified in SCC 10.20.~~090~~080.

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

(B) Animal hospitals (major).

(C) Day care centers (major).

(D) Professional nonretail services, up to a maximum 25 percent of the commercial subdivision (major).

(E) Temporary commercial uses (see SCC 10.35.050) (minor).

10.115.020 Permitted uses.

The following uses are appropriate to this zone, compatible with each other, and permitted by right; provided, that the parcel and buildings meet all other provisions of this title, or any other applicable ordinances of Syracuse City, and receive site plan approval by the Syracuse City Council as provided in SCC 10.20.~~100~~090:

(A) Agriculture.

(B) Environmental enhancement facilities (composting, wetland biology, green waste recycling).

(C) Nonhazardous laboratories (testing, experimental, and scientific).

(D) Nonhazardous environmental and educational research facilities.

(E) Public and quasi-public buildings and public utilities.

(F) Sewage and water treatment facilities.

(G) Uses considered similar and compatible by the Planning Commission.

10.120.020 Permitted uses.

The following uses, and no others, are appropriate to this zone, compatible with each other, and a permitted right; provided, that the parcel and buildings meet all other provisions of this title, or any other applicable ordinances of Syracuse City, and receive site plan approval as provided in SCC 10.20.~~100~~090:

(A) Agriculture.

(B) Automotive and engine repair services.

(C) Churches, synagogues, and temples.

(D) Car washes, self-service coin-operated style car washes and full-service tunnel style.

(E) Contract construction services.

(F) Caretaker quarters on the same parcel as storage facilities (see note below).

(G) Manufacturing, chemicals and allied products or plastic products.

(H) Manufacturing, compounding, processing, milling, assembling, testing, or packaging (of the following products):

(1) Apparel.

(2) Fabricated metal products (not including primary metals industries).

(3) Food products.

(4) Stone, clay, and glass.

(I) Pawn shops.

(J) Payday lending/check cashing services.

(K) Printing and publishing industries.

(L) Professional nonretail services.

(M) Public and quasi-public buildings.

(N) Public parks.

(O) Rehabilitation centers.

(P) Restaurants and fast food services.

(Q) Retail, building materials, hardware, and farm equipment.

(R) Storage facilities, industrial warehouse.

(S) Tattoo and body piercing shops.

(T) Uses considered similar and compatible by the Land Use Administrator.

(U) Welding or machine shop.

(V) Wholesale trade.

Note: Caretaker quarters in a storage facility shall:

1. Be limited to one dwelling unit per 350 storage units.

2. Include a minimum of one kitchen and one bathroom.

3. Be attached to or located within the main structure of the principal use, and not have a total square footage that exceeds 50 percent of the total area of the building to which it is attached or in which it is located. The entrance to the facility shall be developed in such a way as not to be a conspicuous and dominant feature of the building or site development.

4. Be limited in its occupancy to caretakers of the storage facility and their family.

5. Be secondary and incidental to the principal use.

6. The property owners shall execute and record a covenant and agreement with the City to revert the property to a commercial use without a caretaker living quarters, including the removal of the kitchen facilities of any permanent addition that does not meet the requirements of the zone in which the use is located, after the expiration of any associated permit granted or the termination of the business.

7. Only be located in the rear or second story of a building.

8. Only be permitted upon positive recommendation from the Fire Marshal.

9. Not include mobile living facilities, such as recreational vehicles, mobile homes, or campers.

12.10.020 Curfew – Daytime.

(A) Minors Subject to Compulsory or Alternative Compulsory Education – Daytime. It is unlawful for any minor subject to compulsory or alternative compulsory education to loiter or remain in any public

place, any restricted dwelling, or any unsupervised place within the Syracuse City limits during the normal school hours for the school said minor is required to attend.

(B) Parents, Guardians, and Teachers – Daytime. It is unlawful for any parent, guardian, teacher, or other person having legal care and custody of any minor subject to this chapter to permit or allow, whether willfully or by exercise of insufficient control, any such minor to remain or loiter in any public place or in any other restricted place, except as provided in this chapter.

(C) Defenses. It shall be a defense to a violation of this chapter that at the time the minor was stopped by a Peace Officer, the minor was:

(1) A minor 14 years or older, emancipated by marriage.

(2) Accompanied by the minor's parent, guardian, or other adult person having care, custody, or supervision of said minor.

(3) In a motor vehicle involved in interstate travel.

(4) On an errand at the direction of the minor's parent or guardian, without detour or stop.

(5) Acting in response to an emergency.

(6) Going to, or returning from, a medical or dental appointment.

(7) Permitted to leave the school campus for lunch or any school-approved activity.

(8) Attending, or without any detour or stop, was going to, or returning from, a school-approved, recreational, or educational activity, supervised by adults, and sponsored by the local school district, another school district, or any civic, religious, or other government organization.

(9) Going to, or returning directly from, a compulsory alternative education program.

(10) Going to, or returning directly from, the minor's place of school-approved employment.

(11) Granted an exemption for "home schooling" as prescribed by the local board of education.

(12) Otherwise granted an exemption to compulsory education by the local board of education, under Section ~~53A-11-102~~53G-6-204, Utah Code Annotated 1953, as amended, or any successor provision.

(D) Enforcement Procedures. Before taking any enforcement action under the provisions of this section, a Peace Officer shall ask said minor's age and reason for being in the public place or other restricted place. The Peace Officer shall not take enforcement action under this section if the Peace Officer has reasonable cause to believe that any defense under subsection (C) of this section applies.

(1) Upon any violation, the Peace Officer may take the minor into temporary custody and/or issue a citation to the minor. If the Peace Officer takes the minor into temporary custody, the Peace Officer, without unreasonable delay, shall:

(a) Transport the minor to the school from which the minor is absent, releasing the minor to the principal or other designated school official; or

(b) Release the minor to any individual who has been designated by the local school board to receive and return the minor to school; or

(c) Transport and release the minor to a receiving center established and designated by the local school board.

(2) If the minor refuses to return to school or go to the receiving center, or the Peace Officer is unable to otherwise release the minor to the appropriate school official or designated receiving center, the Peace Officer may release the minor to the minor's parent or guardian, and shall notify the appropriate school officials of the violation. If a parent or guardian cannot be reached or is unable to accept custody, the minor shall be referred to the Division of Child and Family Services, in the manner required under state law.

(3) If cited, the minor shall appear, along with a parent or guardian, in the applicable youth court or in Juvenile Court as directed in the citation.

(4) A parent or guardian shall not be cited for a violation unless the minor in question was previously cited for a violation of this section and the parent or guardian was warned or advised by a Peace Officer, school official, receiving center, or court official of such violation.

(E) Penalty. A violation of this section shall be a Class C misdemeanor. In Juvenile or District Court, a person adjudicated in violation of this section shall receive a minimum fine of $50.00 for an initial violation. A person adjudicated in subsequent violations of this section shall receive a minimum fine of $100.00. The minimum fine is not intended to be a limitation of any other penalty, probation, community service requirement, or other fine which may be imposed by the applicable court.

~~**12.10.030 Unlawful intoxicating chemical compounds.**~~

~~(A) It shall be unlawful for any person, including a corporation or other entity, to manufacture, distribute, use, possess, purchase, attempt to purchase, sell, publicly display for sale, attempt to sell, give, trade or barter any one or more of the following chemical compounds and/or substances or their salts, isomers, homologues, and salts of their isomers and homologues:~~

~~(1) Salvia divinorum or salvinorum A; all parts of the plant presently classified botanically as salvia divinorum, whether growing or not, the seeds thereof, any extract from any part of such plant, and every compound, manufacture, salts derivative, mixture or preparation of such plant, its seeds or extracts.~~

~~(2) (6aR, 10aR) 9 (hydroxymethyl) 6, 6dimethyl 3(2 methyloctan 2 yl) 6a, 7, 10, 10a tetrahydrobenzo[c]chromen 1 ol, some trade or other name: HU 210.~~

~~(3) Naphthalen 1 yl (1 pentylindol 3 yl)methanone (also known as 1 Pentyl 3 (1 naphthoyl) indole, some trade or other name: JWH 018.~~

~~(4) Naphthalen 1 yl (1 butylindol 3 yl)methanone (also known as 1 Butyl 3 (1 naphthoyl) indole, some trade or other name: JWH 073.~~

~~(5) 2 [(1R,3S) 3 hydroxycyclohexyl] 5 (2 methyloctan 2 yl)phenol, some trade or other name: CP 47,497 and its C6, C7, C8, and C9 homologues.~~

~~(6) 1 (3 [triflouromethylphenyl]) piperazine, some trade or other name: TFMPP.~~

~~(7) (R) (+) [2,3 Dihydro 5 methyl 3 (4 morpholinylmethyl)pyrrolo[1,2,3 de) 1,4 benzoxazin 6 yl] 1 napthalenylmethanone, some trade or other name: WIN 55,2 212.~~

~~(8) 2-[(1R,2R,5R)-5-hydroxy-2-(3-hydroxypropyl) cyclohexyl]-5-(2-methyloctan-2-yl)phenol, some trade or other name: CP 55,940.~~

~~(9) 6,6,9-trimethyl-3-(3-methyloctan-2-yl)-7,8,9,10-tetrahydrobenzo[c]chromen-1-ol, some trade or other name: Dimethylheptylpyran-1, 2-dimethylheptyl [Δ]^{3}THC, or DMHP, or A-40824, or EA-1476.~~

~~(10) [(6S,6aR,9R,10aR)-9-hydroxy-6-methyl-3-[(2R)-5-phenylpentan-2-yl]oxy-5,6,6a,7,8,9,10,10a-octahydrophenanthridin-1-yl] acetate, some trade or other name: Levonantradol, or CP 50,556-1.~~

~~(11) 1-(4-methylphenyl)-2-methylaminopropan-1-one, some trade or other name: Mephedrone, 4-methylmethcathinone, 4-MMC or 4-methylephedrone.~~

~~(12) Or any similar structural analogs.~~

~~(B) It is not an offense under subsection (A) of this section if the person was acting at the direction of an authorized agent of the City of Syracuse to enforce or ensure compliance with this law prohibiting the sale of the aforementioned intoxicating chemical compound.~~

~~(C) If any of the aforementioned intoxicating chemical compounds are found in the possession of any person, they may be confiscated and destroyed by Law Enforcement Officials.~~

~~(D) This section does not apply to any person who commits any act described in this section pursuant to the lawful direction or prescription of a licensed physician or dentist authorized to direct or prescribe such act. This section likewise does not apply to the inhalation of anesthesia for a medical purpose or dental purpose.~~

~~(E) Any person found to be in violation of this section will be guilty of a Class B misdemeanor and/or subject to a term of imprisonment not to exceed six months and a fine not to exceed $1,000 and/or both. Each day during which violation of subsection (A) of this section occurs shall constitute a separate offense.~~

~~(F) The City of Syracuse shall have the authority to seek an injunction to compel compliance of any business which fails or refuses to comply with this section.~~

~~(G) If any provision of this section is held invalid, such invalidity shall not affect the remaining provisions of this section which shall remain effective absent the invalid provision, and to this end, the provisions of this section are declared to be severable.~~

13.05.010 Procedures to conform to state law.

The "Uniform ~~Municipal~~ Fiscal Procedures Act for Utah Cities" relating to the fiscal procedures of cities of the state of Utah shall be followed in the City of Syracuse.

13.15.030 Sales and use tax.

(A) Levy of Tax.

(1) From and after the effective date of the ordinance codified in this chapter, there is levied and there shall be collected and paid a tax upon every retail sale of tangible personal property services and meals made within the City at the rate of one percent.

(2) An excise tax is hereby imposed on the storage, use or other consumption in this City of tangible personal property from any retailer on or after the operative date of the ordinance codified in this chapter at the rate of one percent of the sales price of the property.

(3) For the purpose of this chapter all retail sales shall be presumed to have been consummated at the place of business delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state place at which the retail sales are consummated shall be as determined under the rules and regulations prescribed by and adopted by the State Tax Commission. Public utilities as defined by Title 54, Utah Code Annotated 1953 shall not be obligated to determine the place or places within the City where public utilities services are rendered, by the place of sale or the sales tax revenue arising from such service allocable to the City and other rules and regulations to be prescribed and adopted by it.

(B) Application of State Sales and Use Tax Provisions.

(1) Except as hereinafter provided, and except insofar as they are inconsistent with the provisions of the Sales and Use Tax Act, all of the provisions of Title 59, Chapter 12, Utah Code Annotated 1953, as amended, and in force and effect on the effective date of the ordinance codified in this chapter, insofar as they relate to sales taxes~~, excepting Sections 59-12-101 and 59-12-119 thereof,~~ are hereby adopted and made a part of this chapter as though fully set forth herein.

(2) Wherever, and to the extent that in Title 59, Chapter 12, Utah Code Annotated 1953 the state of Utah is named or referred to as the taxing agency, the name "Syracuse City" shall be substituted therefor. Nothing in subsection (B) of this section shall be deemed to require substitution of the name of Syracuse City for the word "State" when that word is used as part of the title of the State Tax Commission, or of the Constitution of the state of Utah, nor shall the name Syracuse City be substituted for that of the state in any section when the result of that substitution would require action to be taken by or against the City or any agency thereof, rather than by or against the State Tax Commission in performing the functions incident to the administration or operation of this chapter.

(3) If an annual license has been issued to a retailer under Section 59-12-106, Utah Code Annotated 1953, an additional license shall not be required by reason of this section.

(4) There shall be excluded from the purchase price paid or charged by which the tax is measured:

(a) The amount of any sales or use tax imposed by the state of Utah upon a retailer or consumer.

(b) The gross receipts from the sale of or the cost of storage, use or other consumption of tangible personal property upon which a sales or use tax has become due by reason of the state of Utah, under the sales or use tax ordinance enacted by that county or municipality in accordance with the Sales and Use Tax Act.

13.30.050 Performance and payment bonds required of contractors.

Before any contract for the construction, alteration, or repair of any public building or public work or improvement of the City or of any officer, board, commission, institution, or agency of the City is awarded to any person, he shall furnish to the City, or to such officer, board, commission, institution, or agency thereof, bonds which shall become binding upon the award of the contract to such person, who is hereinafter designated as "contractor":

(A) A performance bond satisfactory to the City shall be required that is in an amount equal to 100 percent of the price specified in the contract and is executed by a surety company authorized to do business in this state or any other form satisfactory to the City.

(B) A payment bond satisfactory to the City shall be required that is in an amount equal to 100 percent of the price specified in the contract and is executed by a security company authorized to do business in this state or any other form satisfactory to the City, which is for the protection of each person supplying labor, service, equipment, or material for the performance of the work provided for in the contract.

It shall be illegal for the invitation for bids, or any person acting or purporting to act on behalf of the City to require that such bonds be furnished by a particular surety company, or through a particular agent or broker.

~~Right of action on a payment bond under this section shall be as provided in Section 63-56-504(4), Utah Code Annotated 1953.~~

13.45.010 Definitions.

As used in this chapter:

(A) “Commission” means the State Tax Commission.

(B) “Customer” means the person who is obligated under a contract with a telecommunications provider to pay for telecommunications service received under the contract or the end user of telecommunications service. “Customer” does not include a reseller of telecommunications service or, for mobile telecommunications service, of a serving carrier under an agreement to serve the customer outside the telecommunications provider’s licensed service area.

(C) “End user” means the person who uses a telecommunications service or, for purposes of telecommunications service provided to a person who is not an individual, the individual who uses the telecommunications service on behalf of the person who is provided the telecommunications service.

(D) “Gross receipts attributed to the municipality” means those gross receipts from a transaction for telecommunications services that is located within the municipality for the purposes of sales and use taxes under Title 59, Chapter 12, Utah Code Annotated 1953, Sales and Use Tax Act, and determined in accordance with Section 59-12-~~207~~204, Utah Code Annotated 1953.

(E) “Gross receipts from telecommunications service” means the revenue that a telecommunications provider receives for telecommunications service rendered except for amounts collected or paid as:

(1) A tax, fee, or charge imposed by a governmental entity, separately identified as a tax, fee, or charge in the transaction with the customer for the telecommunications service, and imposed only on a telecommunications provider.

(2) Sales and use taxes collected by the telecommunications provider from a customer under Title 59, Chapter 12, Utah Code Annotated 1953, Sales and Use Tax Act.

(3) Interest, a fee, or a charge that is charged by a telecommunications provider on a customer for failure to pay for telecommunications service when payment is due.

(F) “Mobile telecommunications service” is as defined in the Mobile Telecommunications Sourcing Act, 4 USC Section 124.

(G) “Municipality” means the Syracuse City Corporation.

(H) “Place of primary use,” for telecommunications service other than mobile telecommunications service, means the street address representative of where the customer’s use of the telecommunications service primarily occurs, which shall be the residential street address of the customer or the primary business street address of the customer; or for mobile telecommunications service, is as defined in the Mobile Telecommunications Sourcing Act, 4 USC, Section 124.

(I) “Service address,” notwithstanding where a call is billed or paid, means:

(1) The location of the telecommunications equipment to which a call is charged and from which the call originates or terminates; or

(2) The location of the origination point of the signal of the telecommunications service first identified by the telecommunications system of the telecommunications provider; or if the system used to transport the signal is not a system of the telecommunications provider, information received by the telecommunications provider from its service provider; or

(3) The location of a customer’s place of primary use.

(J) “Telecommunications provider” means a person that owns, controls, operates, or manages a telecommunications service or engages in an activity for the shared use with or resale to any person of the telecommunications service.

(1) A person described above is a telecommunications provider whether or not the Public Service Commission of Utah regulates that person or the telecommunications service that the person owns, controls, operates, or manages.

(2) “Telecommunications provider” does not include an aggregator as defined in Section 54-8b-2, Utah Code Annotated 1953.

(K) “Telecommunications service” is defined ~~means~~ as provided in Subsection 59-12-102(134) of the Utah Code, as amended.~~:~~

~~(1) Telephone service as defined in Section 59-12-102, Utah Code Annotated 1953, other than mobile telecommunications service, that originates and terminates within the boundaries of this state; and~~

~~(2) Mobile telecommunications service, as defined in Section 59-12-102, Utah Code Annotated 1953, that originates and terminates within the boundaries of one state and only to the extent permitted by the Mobile Telecommunications Sourcing Act, 4 USC Section 116 et seq.~~

13.50.040 Exemptions from the municipal energy sales and use tax.

(A) No exemptions are granted from the municipal energy sales and use tax except as expressly provided in Section 10-1-305(2)(b), Utah Code Annotated 1953~~; notwithstanding an exemption granted by Section 59-1-104, Utah Code Annotated 1953~~.

(B) The following are exempt from the municipal energy sales and use tax pursuant to Section 10-1-305(2)(b), Utah Code Annotated 1953:

(1) Sales and use of aviation fuel, motor fuel, and special fuels subject to taxation under Title 59, Chapter 13, Utah Code Annotated 1953;

(2) Sales and use of taxable energy that is exempt from taxation under federal law, the United States Constitution, or the Utah Constitution;

(3) Sales and use of taxable energy purchased or stored for resale;

(4) Sales or use of taxable energy to a person, if the primary use of the taxable energy is for use in compounding or producing taxable energy or a fuel subject to taxation under Title 59, Chapter 13, Utah Code Annotated 1953;

(5) Taxable energy brought into the state by a nonresident for the nonresident's own personal use or enjoyment while within the state, except taxable energy purchased for use in the state by a nonresident living or working in the state at the time of purchase;

(6) The sale or use of taxable energy for any purpose other than as a fuel or energy; and

(7) The sale of taxable energy for use outside the boundaries of Syracuse City.

(C) The sale, storage, use or other consumption of taxable energy is exempt from the municipal energy sales and use tax levied by this chapter, provided:

(1) The delivered value of the taxable energy has been subject to a municipal energy sales or use tax levied by another municipality within the state authorized by Title ~~59~~10, Chapter 1~~2~~, Part 3, Utah Code Annotated 1953; and

(2) Syracuse City is paid the difference between the tax paid to the other municipality and the tax that would otherwise be due under this chapter, if the tax due under this chapter exceeds the tax paid to the other municipality.

13.50.060 Tax collection contract with State Tax Commission.

(A) On or before the effective date of the ordinance codified in this chapter, Syracuse City shall contract with the State Tax Commission to perform all functions incident to the administration and collection of the municipal energy sales and use tax, in accordance with this chapter. This contract may be a supplement to the existing contract with the Commission to administer and collect the local sales and use tax as provided in Chapter 13.15 SCC. The Mayor, with the approval of the City Council, is hereby authorized to enter into agreements with the State Tax Commission that may be necessary to the continued administration and operation of the municipal energy sales and use tax ordinance enacted by this chapter.

(B) An energy supplier shall pay the municipal energy sales and use tax revenues collected from consumers directly to Syracuse City monthly if Syracuse City is the energy supplier; or the energy supplier estimates that the municipal energy sales and use tax collected annually from its Utah consumers equals $1,000,000 or more, and the energy supplier collects the municipal energy sales and use tax.

(C) An energy supplier paying the municipal energy sales and use tax directly to Syracuse City may deduct any contractual franchise fees collected by the energy supplier qualifying as a credit and remit the net tax less any amount the energy supplier retains as authorized by Section 10-~~1~~1-~~307~~305(5)~~(4)~~, Utah Code Annotated 1953.

13.55.080 Challenges and appeals.

Within the time periods set forth in Section 11-36a-702~~401(4)(b)~~, Utah Code Annotated 1953, any person or entity who has paid an impact fee and wishes to challenge the fee shall:

(A) File a written appeal with the City Council by delivering a copy of such appeal to the City Recorder setting forth in detail each of the following:

(1) The grounds for the appeal, including any unusual circumstances justifying a deduction in the standard impact fee;

(2) The facts relied upon by the appealing party with respect to the fees appealed;

(3) All studies and data relied upon by the appealing party;

(4) The amount of the impact fee the appealing party claims should be paid and the reasons supporting that claim; and

(5) Any errors made by the City in calculating, assessing, or collecting the impact fee.

(B) Upon receipt of the appeal, the City Council shall thereafter schedule a hearing on the appeal at which time the appealing party will be given an opportunity to present evidence supporting their position and be heard. The City Council shall thereafter render its decision on the appeal no later than 30 days after the challenge to the impact fee is filed.

(C) Within 90 days of a decision regarding an impact fee by the City Council, any party to the appeal that is adversely affected by the City Council's decision may petition the District Court for review of the decision.

COUNCIL AGENDA

November 9, 2021

Agenda Item #7

Appeal of Planning Commission denial of site plan application for the Towns at City Center project.

Factual Summation

The Planning Commission denied the site plan application for the Towns at City Center project on October 5, 2021. The Planning Commission thought that the parking provided was insufficient and out of compliance with the adopted parking requirements in the Mixed Use zone. The zone allows for 'shared' parking to be provided offsite. The commission interpreted the word shared to mean that in order to share, one would be required to provide parking stalls in addition to using the neighboring stalls. The project's sole on-site parking is within the enclosed 2 car garages and therefore unavailable for the surrounding commercial uses to park in. The site plan review is an administrative function of the city with the Planning Commission as the land use authority. The City Council is the appeal board in this situation as explained in '10.20.140 Land Use Decisions and Appeal Process'

Goals of Discussion

Decide to either uphold the decision of Planning Commission to deny the site plan, accept the appeal and overturn the Planning Commission decision rendering the site plan as approved, or table the item for more discussion during a future meeting.

Appeal of Administrative Decision Application

Syracuse City Community Development
1979 West 1900 South, Syracuse, UT 84075
Phone: (801) 825-1477 Website: www.syracuseut.com
Email: planning@syracuseut.com

COMMUNITY DEVELOPMENT COPY

Updated 8/14/2017

Subject Property Information

Address	Date:
1556 South 2000 West	Decision Date: 10/05/2021
Parcel	**Code Section:**
12-643-0006	

Property Owner(s) Information

Name(s) of person(s) listed on parcel: Towns at City Center, LLC

Address:	City:	State:	ZIP:
1789 S Mills Lane	Syracuse	UT	84075

Office Phone:	Cell Phone :	Email:
	801-940-6057	JoshuaEHughes@gmail.com

Applicant Information (if different from Property Owner)

Name (and authorized agent, if any): Towns at City Center, LLC - Represented by Loyal Hulme of Kirton McConkie

Address:	City:	State:	ZIP:
50 East South Temple, Suite 400	Salt Lake City	UT	84111

Office Phone:	Cell Phone:	Email:
801-323-5913		lhulme@kmclaw.com

Include the Following Information:

(a) The decision appealed;

(b) Grounds for the appeal; and

(c) A description of the action claimed by the applicant to be incorrect.

Please describe your Appeal Request: (attach additional pages if neccessary)

Please see attached letter.

I (we) certify under penalty of perjury that this application and all information submitted as a part of this application is true, complete and accurate to the best of my knowledge. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I (we) understand that Syracuse City may rescind any approval, or take any other legal or appropriate action. I (we) also acknowledge that I (we) have reviewed the applicable sections of the Syracuse City Code and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. I (we) also agree to allow the Staff, Planning Commission, or City Council or appointed agent(s) of the City to enter the subject property to make any necessary inspections thereof.

Property Owner Signature	Date	Applicant Signature	Date
	10-20-2021	Loyal C. Hulme	10-20-2021

FOR OFFICE USE ONLY

Date Received and Paid:	Received by:	Receipt #	Application Fee:	
10/20/2021	RD	5.050688	Applicaton Fee	$200.00
Payment Type: ☐ Cash ☐ Credit Card ☑ Check# 8734				
Land Use Authority Date:			**Total**	$200.00
City Council Decision and Date:				

Excerpts from Syracuse City Code

10.20.120 Appeal of Administrative Decisions.
(A) Purpose. This section sets forth procedures for appealing an administrative decision applying provisions of this title.

(B) Authority. The Board of Adjustment, Planning Commission, or City Council, as designated in this title, shall hear and decide appeals from administrative decisions applying the provisions of this title as provided in this section.

(C) Initiation. Any person adversely affected by a decision administering or interpreting a provision of this title may appeal to the Board of Adjustment or City Council, as applicable. A complete application for an appeal shall be filed within 15 days of the decision.

(D) Procedure. An appeal of an administrative decision shall be considered and processed as provided in this subsection.

(1) A complete notice of appeal shall be submitted to the office of the Community Development Department on a form established by the Department along with the fee established by the City in its consolidated fee schedule. The notice of appeal shall include at least the following information:

(a) The decision appealed;

(b) Grounds for the appeal; and

(c) A description of the action claimed by the applicant to be incorrect.

(2) After the notice of appeal is determined to be complete, the City shall schedule a hearing before the appropriate body. Notice of the hearing, whether before the Board of Adjustment or City Council, shall be given as provided in SCC 10.20.040. Prior to the hearing, the Community Development Department shall transmit to the appellate body all papers constituting the record of the appealed action.

(3) An appeal to the Board of Adjustment, Planning Commission, or City Council shall not stay proceedings taken in furtherance of the action appealed, unless such proceedings are specifically stayed by order of the Land Use Administrator. An appellant may request a stay by submitting to the Land Use Administrator, in writing, a request for a stay setting forth the reasons why a stay is necessary to protect against imminent harm. In determining whether or not to grant a stay, the Land Use Administrator shall assure that all potentially affected parties are given the opportunity to comment on the request. A ruling on the request for a stay shall be given within five days from the submittal date to the Land Use Administrator. The Land Use Administrator, in granting a stay, may impose additional conditions to mitigate any potential harm caused by the stay, including requiring the appellant to post a bond. Within 10 days of the Land Use Administrator's decision regarding the grant or denial of a stay, any aggrieved party may appeal the decision to the appellate body with jurisdiction over the appeal, whose decision will be final.

(4) The appellate body shall conduct a hearing based upon the record only, taking no new testimony or new information but relying solely upon the information and final decision of the officer or body from whom the appeal was taken. The appellate body shall thereafter affirm or reverse, wholly or in part, the lower decision, modify that decision, or impose any conditions needed to conform the matter appealed to applicable approval standards. If the prior decision is supported by substantial evidence, the appellate body shall affirm that decision. The appellate body shall have all the powers of the officer or body from whom the appeal was taken and may issue or direct the issuance of a permit.

(5) A record of all appeals shall be maintained in the office of the Community Development Department. [Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Code 1971 § 10-4-120.]

http://www.codepublishing.com/UT/Syracuse/html/Syracuse10/Syracuse1020.html#10.20.120

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

KIRTON | McCONKIE

Loyal C. Hulme
50 E. South Temple, Suite 400
Salt Lake City, UT 84111
lhulme@kmclaw.com
801.323.5913

October 20, 2021

Via Hand Delivery and Email

Syracuse City Community Development
1979 West 1900 South
Syracuse, Utah 84705
801-825-1477
planning@syracuseut.com

AND

Syracuse City Council
c/o Brody Bovero – City Manager
1979 West 1900 South
Syracuse, Utah 84705
bbovero@syracuseut.com

Re: Notice of Appeal of October 5, 2021 Planning Commission Denial of Site Plan Application; Towns at City Center

Syracuse City Council and Syracuse City Community Development:

Our firm represents the interests of applicant, Towns at City Center, LLC ("Applicant"), in regard to its appeal application filed concurrently herewith. This letter memo sets forth (1) the decision being appealed; (2) the grounds for the appeal; and (3) a description of the action claimed by the applicant to be incorrect.

Applicant owns property located at 1556 South 2000 West, Syracuse Utah (the "Property") and has been in the process of developing that Property (the "Project"). At the outset of the Project, Applicant submitted the required applications, fees, and Development Agreement, including a site plan (collectively, "Original Application"), which were reviewed and approved by the Syracuse City Council. Thereafter, as required by Syracuse City Code (the "Code"), on August 24, 2021, Applicant submitted a Site Plan Application (the "Site Plan Application"), which site plan was substantially similar to the site plan set forth in the Development Agreement.

Despite that, on October 5, 2021, the Planning Commission improperly denied the Site Plan Application based on alleged concerns that Applicant had not met certain parking obligations applicable under the Code. The Planning Commission's decision was improper for at least two

reasons:[1] (1) Applicant had vested rights in developing the Project, and (2) the parking in the Site Plan Application complies with the Code.

First, Applicant had vested rights in the Project, which could not be removed by the Planning Commission. Both the Code and the Original Application vested Applicant's rights in the Project. The Original Application complied with the Code and was approved by the City. Once it was approved, Applicant's rights were vested. At time, Applicant was entitled to proceed with confidence and the protection of law in the development of the Project. The Planning Commission cannot revoke those vested rights.

Indeed, the time for debate on interpretation of ordinances comes before development rights vested, not after. As noted above, the Site Plan Application is substantially similar to the site plan referenced in Exhibit B of the Development Agreement, which was approved by the City at the outset of the Project. Tellingly, the City Attorney agrees that Applicant's rights have vested. As noted in the October 5, 2021 Planning Commission's Meeting Notes: "the City Attorney ... is also of the opinion that the code and development agreement have provided vesting as it relates to the parking and layout, for purposes of site plan review." A copy of the October 5, 2021 Planning Commission's Meeting Notes are enclosed herewith. Thus, the Project as a whole has vested rights and Applicant is entitled to rely on those vested rights. The Planning Commission cannot revisit previous approvals and take away those vested rights.

Second, even assuming the Project didn't already have vested rights, which it does, the Planning Commission's denial was still improper because Applicant has in fact met the parking requirements set forth in the Code. Pursuant to Chapter 10.92.060 of the Code, "[p]arking for residential units shall be provided at a minimum ratio of two stalls per unit." Further, "[s]hared parking agreements with adjacent commercial uses for visitor parking are encouraged." *Id.* Applicant's Site Plan Application abides by Chapter 10.92.060 by providing 36 of the 40 required parking spaces on-site. Additionally, the subject property has a long-established shared parking agreement, as established by the Easements with Covenants and Restrictions Affecting Land ("ECR") recorded against the property in 2005, which covers the remaining 4 required parking stalls. *See* ECR, enclosed herewith.

The ECR specifically provides, the "portions...on each tract which are not...used for buildings shall become part of the Common Area for the uses permitted hereunder." *Id.* at § 1(c). The primary purpose of the Common Areas under the ECR is "to provide parking for the customers, invitees, and employees" of the Town Center businesses. *Id.* at § 5(b)(3). The ECR further provides that "[p]ersons using the Common Areas in accordance with this Agreement shall not be charged any fee for such use." *Id.* The ECR "grants... a nonexclusive easement over,

[1] It is important to note that despite this appeal and the necessity of Applicant to point out the Planning Commission's error, Applicant appreciates the good working relationship it has had for years with Syracuse City and the City Council and hopes to continue that good relationship.

through and around [the] respective tracts for roadways, walkways, ingress and egress, [and] parking of motor vehicles…" *Id.* at § 5(a).

Accordingly, Applicant has met the parking requirements under the Code. The City Attorney has reviewed the ECR and has specifically opined that his opinion is that the ECR is sufficient to meet applicant's parking obligations applicable under City code." *See* October 5, 2021 Planning Commission's Meeting Notes enclosed herewith. The City Attorney was right—Applicant has met the Code's requirements with regards to parking. There was no reason for the Planning Commission to disregard the advice of the City Attorney and decide otherwise.

For these reasons, Applicant appeals the Planning Commission's decision and requests that the decision be immediately overturned and that the Site Plan Application be immediately approved.

Sincerely,

KIRTON MCCONKIE

Loyal C. Hulme

Encl: October 5, 2021 Planning Commission's Meeting Notes
ECR



1. Agenda October 5, 2021

   Documents:

   1 - PC AGENDA 10-05-2021.PDF

2. Packet October 5, 2021

   Documents:

   PC PACKET 10-05-2021.PDF

Syracuse City
Planning Commission Meeting
October 5, 2021

Begins at 6:00 p.m. at the link in the note at the bottom of this agenda. Please see this note for phone participation information.

Regular Meeting Agenda

PLANNING COMMISSIONERS

CHAIR
Ryan Wessel

VICE-CHAIR
Ivy Ruelan

Alan Gallegos
Kenneth Hellewell
Lonn Hunter
Keeth Kennington
James King
Nicholas Weber

1. **Meeting Called to Order**
   - Invocation or Thought by Commissioner King
   - Pledge of Allegiance by Commissioner Hellewell
   - Adoption of Meeting Agenda
2. **Meeting Minutes**
   - None ready to approve
3. **Public Comment**, this is an opportunity to address the Planning Commission regarding items not scheduled for a public hearing on this agenda. Please consider others and limit your comments to three minutes.
4. **Continuation – Site Plan** of approximately 0.94 acres by request of Towns at City Center, LLC at approximately 1556 S 2000 W for Towns at City Center
5. **Continuation – Preliminary Plat** of approximately 0.94 acres by request of Towns at City Center, LLC at approximately 1556 S 2000 W for Towns at City Center
6. **Adjourn**

Work Session

1. **Department Business**
   a) City Council Liaison Report
   b) City Attorney Updates
   c) Upcoming Agenda Items
      - Text Amendment regarding water wise landscapes
      - Final Plat for Towns at City Center
      - Preliminary and Final Minor Subdivision for Beehive
      - Text Amendment regarding Public Works right-of-way engineering drawings and parking standards
2. **Discussion Items**
   a) None
3. **Commissioner Reports**
4. **Adjourn**

NOTE
Public meeting will be held electronically Pursuant to Section 52-4-207(4) of the Utah Code. No physical meeting location will be available. Connect to the meeting using: https://us02web.zoom.us/j/89393211342. Connect via telephone: 253-215-8782, Meeting ID: 893 9321 1342. Individuals wishing to provide public comment are encouraged to do so by submitting an email to the planning department at PlanningDepartment@syracuseut.com by 1:00 p.m. on October 5, 2021. Comments submitted by the deadline will be read for the record of the meeting.

Meetings of the Syracuse Planning Commission may be conducted via electronic means pursuant to Utah Code Ann. §52-4-207. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Rules, Policies and Procedures established by the Governing Body for electronic meetings.

CERTIFICATE OF POSTING
This agenda was posted on the Syracuse City Hall Notice Boards, the State Public Notice website at https://www.utah.gov/pmn/ and the Syracuse City website at https://syracuseut.gov.

Syracuse City
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October 5, 2021

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Mayor
Mike Gailey

City Council
Lisa Bingham
Corinne Bolduc
Dave Maughan
Jordan Savage
Seth Teague

City Manager
Brody Bovero

DETERMINATION OF SUBSTANTIAL RISK TO HEALTH AND SAFETY

Pursuant to Section 52-4-207(4) of the Utah Code, I have determined that conducting a meeting with anchor location would present a substantial risk to the health and safety of those who may be present at the anchor location.

This determination is based upon the following facts:

1. Some members of the Commission and public who may attend are considered high-risk. Meeting in electronic format eliminates the risk of contracting Covid-19 during the meeting.
2. As of October 1, 2021, the State of Utah has a rolling daily average of new coronavirus cases of about 1,360 cases, with a seven-day test-over-test positive rate of about 10%.[1]
3. Davis County has seen an increase in new cases this month, with about 150 new cases per day, and with a positivity rate of nearly 9%.[2] We are designated a High-Risk county for transmission.[3]
4. The State and County have seen a drastic increase in hospitalizations, deaths and confirmed cases in the past month. Vaccinations are moving forward, but Syracuse's total population is below 50% vaccinated (largely due to our population of young, non-eligible children). Syracuse had the second-highest number of active, confirmed cases of Covid-19 in our County last week, with 196 active cases (a rate of 623 per 100,000).
5. The delta and other variants of the Coronavirus have proven more aggressive than previous mutations, and breakthrough cases among the vaccinated are on the rise. In Utah to date, 13,836 breakthrough cases have occurred, resulting in 80 deaths of vaccinated individuals. Unvaccinated individuals are still at five times the risk of hospitalization and death than vaccinated individuals.[4]

The electronic meetings provide means by which the public may hear the open portions of the meeting and give comments either before or during the meeting via electronic means.

As provided in Section 52-4-207(5), this determination expires in 30 days.

DATED this 1 day of October, 2021.

Ryan Wessel
Planning Commission Chair

[1] *See* https://coronavirus.utah.gov/case-counts/
[2] *See* https://www.daviscountyutah.gov/health/covid-19/dashboard
[3] *See* https://coronavirus.utah.gov/utah-health-guidance-levels/
[4] *See* https://coronavirus.utah.gov/case-counts/ (Risk Factors)

PLANNING COMMISSION AGENDA

October 5, 2021

Agenda Item # 2 **Meeting Minutes**

None ready to approve

PLANNING COMMISSION AGENDA

October 5, 2021

Agenda Item # 3

Public Comment:

This is an opportunity to address the Planning Commission regarding your concerns or ideas, regarding items that have not been scheduled for a public hearing on this agenda. Please limit your comments to three minutes.

PLANNING COMMISSION REGULAR MEETING

October 5, 2021

ADMINISTRATIVE ITEM

Agenda Item #**4** Continuation:- Towns at City Center Site Plan

Factual Summation

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

Location:	1556 S 2000 W
Current General Plan:	Commercial
Current Zoning:	MXD
Acreage:	.94

Summary

Applicant Josh Huges has requested site plan approval for a Mixed Use Project that conists of four townhomes with 5 units in each. In addition to the residential units, there are two small first floor commercial units located on the two southern corners of the outside buildings. Staff has reviewed the proposal for compliance with ordinance. Also, ARC has reviewed the plans. See attached for review comments. Planning Commission is the land use authority for site plans. Motion options are approve, approve with conditions, table, or deny. The following is a voting history of the project to this point.

-PC zoning - May 18, 2021 - Recommended Denial 4-1 vote - parking concerns
-CC zoning - May 25, 2021 - Work meeting discussion - wanted cross parking agreements worked out.
-CC zoning - June 22, 2021 - Work meeting discussion - more discussion about architecture and parking
-CC zoning - July 13, 2021 - Business meeting vote - Approve 4-1
-PC site plan - September 21, 2021 - tabled because of parking concerns. Since the meeting, the City Attorney has reviewed the ECR document and is of the opinion that it is sufficient to meet applicant's parking obligations applicable under City code. He is also of the opinion that the code and development agreement have provided vesting as it relates to the parking and layout, for purposes of site plan review.

Noah Steele

From: Josh Hughes <joshuaehughes@gmail.com>
Sent: Tuesday, July 13, 2021 11:40 AM
To: Noah Steele
Cc: Paul Roberts; Doug Rich
Subject: Re: Draft DA - Towns at City Center

Thanks Noah. Sorry, I thought I clicked send on this last email last week...

Indeed, I think we have very good news on the parking. After thoroughly investigating the situation, and in consultation with our counsel, we discovered that a cross-parking agreement is not only unnecessary as a cross parking right has already been established for our parcel and neighboring parcels for over 15 years, but if we were to pay a neighboring parcel owner a fee to establish a new cross parking agreement, we would violate the covenants and restrictions already in place for the Town Center Shopping Center.

The "Easements With Covenants And Restrictions Affecting Land" Agreement dated August 9th, 2005 between Wal-Mart and the Developer of the Syracuse Town Center, which is recorded against the property, does five important things related to the cross-parking issue:

1. It clearly stipulates that all "benefits and obligations" under the Agreement "run with the land" and "shall bind and inure to the benefit of the parties thereto, their respective heirs,... successors and assigns" (14.);
2. It states the "portions... on each tract which are not... used for buildings shall become part of the Common Area for the uses permitted" under the Agreement (1. c.);
3. It states the "primary purpose of the Common Areas, which is to provide parking for the customers, invitees, and employees" of the Town Center businesses (5. b. (3));
4. It expressly states that "Persons using the Common Areas in accordance with this Agreement shall not be charged any fee for such use" (5. b. (3)); and
5. Within the Common Area it "grants... a nonexclusive easement over, through and around [the] respective tracts for roadways, walkways, ingress and egress, [and] parking of motor vehicles..." (5. a.).

We know the City does not enforce CC&R's or get involved in private agreements, but we're confident the City will recognize a cross parking agreement already exists. Ultimately, between the additional parking we are creating that will be dedicated to our residents, and with the right to use the common areas around us for additional parking as needed, we believe we are very adequately parked.

Please let me know if you see this differently or need additional information.

Thanks,

Josh

On Wed, Jul 7, 2021, 6:22 PM Noah Steele <nsteele@syracuseut.com> wrote:

Here is an agreement with exhibits.

Josh- any update on the parking situation?

In response to Mr. Wagner's question, Mr. Frost shared that the project is intended to have cement fiberboard and brick or stone on the front and stucco on the back.

VICE-CHAIR RUELAN MOVED THE PLANNING COMMISSION RECOMMEND TO THE CITY COUNCIL THE APPROVAL OF APPLICANTS BRAD FROST AND PETER MATSON OF OVATION HOMES FOR THEIR REQUEST TO AMEND THE GENERAL PLAN MAP FROM GENERAL COMMERCIAL TO HIGH DENSITY RESIDENTIAL WITH THE INTENT TO DEVELOP TOWNHOMES.

Commissioner Gallegos asked whether there needs to be a condition to include Commissioner Weber's recommendation (to connect the stub road) or whether the current motion on the table is sufficient. Mr. Paul Roberts, City Attorney, stated that the question of the access point can be addressed at the preliminary plat. He added that Planning Commission may also add that it be considered as part of their recommendation to City Council.

VICE-CHAIR RUELAN AMENDED HER MOTION TO INCLUDE THE CITY COUNCIL CONSIDER EXTENDING THE ROAD THROUGH; COMMISSIONER WESSEL SECONDED, MOTION CARRIED UNANIMOUSLY.

6. **Public Hearing – Rezone from General Commercial (GC) to Mixed Use Development (MXD)** of approximately 0.94 acres at approximately 1556 S 2000 W

Commissioner Johnson recused himself from this item.

Mr. Steele mentioned the name for this project is proposed to be Towns at City Center and the applicants are Josh Hughes and Doug Rich. This property is proposed to be 22 units per acre and is located between Walmart and The Corner Noodle. He reviewed the proposed site plan to provide some context. He pointed out that each residential unit will have a 2-car garage, with the exception of the two above the commercial spaces. He also indicated an area designed for parallel parking to accommodate parking for these units and added there is likely to be spillover into the surrounding commercial parking.

Mr. Steele pointed out that the north setback is only six-foot and the zone requires a ten-foot setback; it does not meet the requirement as is, but ordinance allows the Planning Commission to recommend a smaller setback. The six-foot setback would meet the buffering requirements found elsewhere in Syracuse ordinance. Mr. Steele requested that if Planning Commission recommends approval, they also include a recommendation for the extension of the existing wall and some landscape buffering. This project exactly meets the required square footage outlined in the MXD zone. Existing staff comments are of an architectural nature. Mr. Steele specified that this is a legislative item and the goal is to determine if the proposed zone makes sense for this area.

Commissioner Wessel asked whether the ten-foot setback and six-foot buffer required by ordinance are cumulative. Mr. Steele stated that they overlap and a ten-foot setback would meet both requirements.

Commissioner Weber stated that each unit is required to have two parking spaces and inquired whether there were assigned parking spaces for the two units above the commercial space that do not have garages. Mr. Steele indicated that their parking requirement is met by 4 of the 10 parallel parking spaces on site, but that none have currently been assigned to any unit.

Commissioner Gallegos referred to the plans that indicate 34% of the project be landscaped and indicated that the project does not appear to have that much. Mr. Steele explained that anything that is not a drive aisle or building is technically landscaping.

Applicant, Mr. Josh Hughes, explained that this parcel has been commercially unviable due to lack of frontage on anything other than drive aisles. He feels this is a good way to get some use from the parcel while also adding some commercial spaces. He addressed Commissioner Gallegos' question regarding landscaping by adding that both hard scaping (pavilions and sidewalks) and soft scaping (grass/trees/shrubbery) are included in the percentage landscaping. The applicants support Mr. Steele's suggestion to continue the concrete wall and plant trees along it, in exchange for the reduced setback. Mr. Hughes pointed out that this is one of the first proposed projects that fully meets the MXD architectural motif with vertical mixed use. He added that the architectural style is designed to match the surrounding commercial uses, including items reminiscent of the karate and O'Reilly buildings. He feels that the location right in the city center is an appropriate place to put a project this dense.

Chair Cragun opened to public comment.

Mr. Kerry Jorgensen, who owns the commercial building directly to the south, much preferred a previously suggested use for self-storage on this parcel. First, he stated that the Covenants, Conditions & Restrictions (CC&Rs) of the development do not allow for a residential use and that Walmart and all other property owners are not likely to sign off on such a use. Second, he worries that allowing this project would open up for similar development on the parcel his building faces, which in turn would break up the continuity of the development and hurt his frontage visibility. Third, Mr. Jorgensen added that people in townhomes will use their garages for storage and take up parking on his parcel as a result of the lack of extra on-site parking planned. Fourth, he is concerned that this plan does not include access to the north. As a result of flawed CC&Rs he has been forced to foot the $17,000 repair bill for the southern drive aisle and does not approve of the additional wear a 20 unit project would introduce. Finally, he recommends the City exercise patience and wait for a purely commercial use because this parcel will be desirable once other more visible parcels are developed.

Chair Cragun closed public comment.

Mr. Hughes addressed some of Mr. Jorgensen's concerns. The project would connect the east side of the parcel to the west and add some traffic access there. The project contains larger townhome units than typical with 1800-1900 square feet and 4 bedrooms, 3.5 bathrooms to accommodate the need for extra storage. The applicants are very willing to work with Mr. Jorgensen in repairing the drive aisle. Finally, they have reviewed the CC&Rs and believe they are in compliance with them. He added that CC&R review would be a civil matter rather than something to put forward before Planning Commission. Finally, Mr. Hughes hopes that having residents nearby Mr. Jorgensen's building will help to support the businesses of his tenants.

Commissioner Hunter likes this project but is concerned about parking issues. He does not feel that 10 parking spaces with 4 dedicated to those units above retail only leaves 6 spaces for visitors. He feels that parking is very likely to overflow onto other properties.

Mr. Hughes pointed out they are exceeding the ordinance requirement for parking and they are working toward getting cross-access parking agreements with neighboring parcels. He added that retail uses would need parking during the day and residential uses would likely use the parking at night; this would reduce competition for the existing parking spaces.

Mr. Steele believes the parking requirements are less in MXD than in other zones because it is intended as a dense, urban area. He has also seen other similar projects police parking through a Home Owner's Association (HOA). He agrees with Mr. Hughes that there's an opportunity to explore cross-access parking with neighboring parcels and added that some who live in such a development choose not to have vehicles.

Commissioner Wessel agreed with Mr. Jorgensen that it's not a great fit, but that there does not seem to be anything else happening on the land. He is on the fence as to whether this is a good use.

Commissioner Weber agreed with Commissioner Wessel. He liked the storage unit use and asked why the Council rejected that use. Councilmember Teague addressed Commissioner Weber's question and stated that he personally wanted to see a potential better use; there are currently multiple storage unit developments and future developments in Syracuse. He hoped for something more fitting in the city center and wanted something with a larger tax base than storage units bring.

Mr. Jorgensen reiterated the parking issue for neighboring parcels. This proposed project is so dense that there are no driveways and that concerns him.

Commissioner Gallegos wants a less dense project. He feels that the units above the commercial space with no garages are a bit too much.

Vice-Chair Ruelan asked Mr. Brian Bloeman, City Engineer, whether his comment stating that no more than 15 units may be served off a single culinary water feed was a recommendation to reduce the project to 15 units. Mr. Bloeman clarified that it was not a recommendation. He added that a newer site plan revision includes 2 culinary water feeds and the project now meets that requirement.

Commissioner Wessel would like to see a mixed vote sent to City Council to pass on the Planning Commission's reluctance about aspects this project. Chair Cragun stated that 4 of 5 votes are needed to carry any recommendation to Council and suggested tabling if the Commission would benefit from having additional Commissioners present.

Commissioner Weber is still concerned about parking; he worries that the development would cause access issues for the neighboring businesses. Chair Cragun asked if there are any Commissioners not concerned with the parking issue. All Commissioners are concerned with the parking issue.

VICE-CHAIR RUELAN MOVED THE PLANNING COMMISSIONER TABLE THE REQUEST OF MR. JOSH HUGHES AND MR. DOUG RICH FOR A REZONE FROM GENERAL COMMERCIAL TO MIXED USE LOCATED AT 1556 S 2000 W FOR MORE DISCUSSION; NO SECOND. MOTION FAILED FOR LACK OF A SECOND.

COMMISSIONER WEBER MOVED THE PLANNING COMMISSION RECOMMEND TO CITY COUNCIL TO DENY THE REQUEST OF JOSH HUGHES AND DOUG RICH FOR A REZONE TO ACCOMMODATE THE TOWNHOME DEVELOPMENT WITH TWO COMMERCIAL SPACES ON EACH END FROM A GC TO AN MXD ZONE; COMMISSIONER WESSEL SECONDED.

Commissioner Gallegos asked whether or not an alternate motion including reduction of units and addition of parking or driveways would encourage Commissioner Weber to remove his motion. Commissioner Weber agreed that it would. Chair Cragun expressed an interest in additional parking. Commissioner Gallegos asked Commissioner Weber to withdraw his motion so that the Commission may discuss alternative language that might help this development get recommended. Commissioner Weber withdrew his motion.

Commissioner Wessel asked the applicant whether he would still like to do the project with only 16 or 12 units. Mr. Hughes indicated that 12 units would not be enough and that he would need to determine whether or not 16 would work. He is surprised that parking is an issue because they are over the minimum parking requirement of the MXD zone. Mr. Hughes stated a preference for moving to City Council with a recommendation one way or the other and would not mind conditional approval to find more parking or storage for the units.

Commissioner Wessel felt that bringing the project down to 12 units would be required to provide enough surface parking. He stated he would vote for Commissioner Weber's initial motion and Chair Cragun stated he would as well, based purely on the parking issue. Vice-Chair Ruelan and Commissioner Weber concurred. Commissioner Weber requested to reinstate his original motion. Chair Cragun asked Commissioner Weber to repeat his original motion for clarity.

Commissioner Gallegos asked whether or not the Commission would recommend approval if the number of units were reduced by 4 units. Commissioner Weber wanted to know how many additional units could be added in this situation. Mr. Hughes stated that it would likely be 12 more stalls because 3 parking stalls will fit within the footprint of each unit. Commissioner Wessel requested to append a comment to the motion that one of the Commission's main concerns is surface parking. Chair Cragun stated the Commission could indicate to City Council their reasoning for any decision made.

COMMISSIONER WEBER MOVED THE PLANNING COMMISSION RECOMMEND TO CITY COUNCIL TO DENY THE APPLICATION FOR A REZONE FROM GC TO MXD AT THE LOCATION OF 1556 S 2000 W WITH THE PRIMARY CONCERN BEING INADEQUATE PARKING ON THE SITE; VICE-CHAIR RUELAN AND COMMISSIONER WESSEL SECONDED SIMULTANEOUSLY, MOTION CARRED 4-1 WITH COMMISSIONER GALLEGOS DISSENTING.

based business for many years. They concluded to move the item to the next business meeting agenda for continued discussion and a vote.

Planning item: Proposed rezone of property at 1556 S. 2000 W.

General Commercial (GC) to Mixed Use Development (MXD).

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

Project Name:	Towns at City Center
Location:	1556 S. 2000 W.
Current General Plan:	Commercial
Current Zoning:	General Commercial
Proposed Zoning:	Mixed-Use Development (MXD)
Acreage:	.94
Units:	20
Units per Acre:	21.27

Applicants Josh Hughes and Doug Rich are requesting approval of a rezone to accommodate a townhome development with two commercial spaces, one on each end. Developments within the MXD zone also require a development agreement. The Planning Commission reviewed the item on May 18, 2021 and voted four to one to recommend denial of the project based off of parking concerns. They expressed a desire to reduce units to accommodate driveways in front of garages. Options include approve, approve with conditions, table for more discussion, or deny.

CED Director Steele reviewed the staff memo and facilitated a review of the draft conceptual plans for the project. Mayor Gailey invited input from the applicant, Josh Hughes. Mr. Hughes indicated he is very excited about this project, and he feels that it truly is the type of project the City envisioned when the MXD ordinance was enacted. Each unit is approximately 1,800 square feet in size, has four bedrooms and 3.5 baths, with a two-car garage. The project is dense, but will increase the population to support the most urban part of the City. The parking accommodations are in compliance with the MXD ordinance, and he is working with surrounding property owners to secure cross-parking agreements. He addressed the Planning Commission's recommendation of denial and stated he interprets their recommendation as more of a split vote than a denial; there were only five Commissioners present and they needed four votes to carry a motion. The body

communicated they were not completely opposed, but they had some concerns about parking that they would like to see addressed before they could provide a recommendation of approval.

Councilmember Teague asked how parking regulations would be enforced in the project. Mr. Hughes stated there will be a homeowner's association (HOA) for the project, and the HOA will be self-regulation, which is typically a very successful arrangement. He does not envision too many parking issues given the units have two-car garages and there is on-street visitor parking. Councilmember Teague echoed Mr. Hughes' interpretation of the Planning Commission's vote; they did not want to table the application, but they could not support it with their concerns about parking, so they chose to vote in order for the application to move forward to the City Council.

Councilmember Maughan asked if there was any discussion of the lack of common space in the project area. Mr. Steele stated that the amount of open space provided meets the regulations of the MXD ordinance.

There was then high-level discussion among the Council and the applicant regarding the mix of uses and whether the layout hinders the viability of the commercial areas of the project. Mr. Hughes stated that he feels the design will provide for viable commercial, retail, and office development based upon current market trends. Mayor Gailey suggested that the application be moved forward to the next City Council business meeting agenda for continued discussion and action. Councilmember Maughan stated he is not opposed to that action, but he suggested that Mr. Hughes adjust the commercial areas of the concept plan to change the façade and increase attention on that area of the project. Councilmembers Savage and Bolduc agreed. Councilmember Teague added he would like to have clear information about whether the cross-parking agreements will be granted by the other property owners. Mr. Hughes stated that he is confident he can get those agreements worked out, but some of the other property owners have indicated they are not willing to enter into the agreements until they are sure that the project will be approved by the City. He will continue to work with the adjacent property owners and if he is able to make significant progress, he will secure a spot on the June 8 agenda; if not, he will inform staff that he needs to wait and continue discussion in the next work session meeting.

Planning item: Potential text amendment in Syracuse City Code Section 10.100 pertaining to the Town Center Overlay Zone.

A staff memo from the Community and Economic Development (CED) Department explained 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'

Mayor Gailey concluded to move the item to the next business meeting agenda for continued discussion and/or possible action.

Planning item: Proposed zone change for Towns at City Center project, located at approximately 1556 S. 2000 W., from General Commercial (GC) to Mixed Use Development (MXD).

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

Project Name:	Towns at City Center
Location:	1556 S. 2000 W.
Current General Plan:	Commercial
Current Zoning:	General Commercial
Proposed Zoning:	Mixed Use Development (MXD)
Acreage:	.94 acres
Units:	20
Units/Acre:	21.27
Required Commercial:	20 units x 1,775 square feet = 35,500/1,000 x 36 = 1,278.
Provided Commercial:	2 units of 639 square feet – 1,278 square feet including mechanical

Applicants Josh Hughes and Doug Rich are requesting approval of a rezone to accommodate a townhome development with two commercial spaces, one on each end. Developments within the MXD zone also require a development agreement. Planning Commission reviewed the item on May 18, 2021 and voted four to one to recommend denial of the project based off of parking concerns. They expressed a desire to reduce units to accommodate driveways in front of garages. On May 25, 2021, Council reviewed the item and decided to table it to give the applicant more time to address the parking concerns. Council favored the idea of acquiring cross access easements from the neighbors over reducing units to make space for parking. The applicant is in the process of negotiating with the O'Reilly property owner to improve some additional cross parking on their site.

CED Director Steele reviewed the staff memo and facilitated discussion among the Council regarding the implications of the zone change. There was a heavy focus on the parking concerns and the applicant's continued discussion of cross parking access with abutting property owners. The Council acknowledged those discussions are ongoing and

concluded to move the item to the next business meeting agenda for continued discussion and possible action on the application.

Planning item: Proposed zone change for property located at approximately 2400 W. 2700 S., Agricultural (A-1) to Residential (R-3).

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

Location:	2400 W. 2700 S
Current General Plan:	Low-Density residential
Current Zoning:	A-1 (Agricultural at 0.5 Units Per Acre)
Proposed Zoning:	R-3
Acreage:	5.92

The applicant Brad Frost with Ovation Homes is requesting approval of a rezone of approximately 5.92 acres from Agriculture to R-3 with the intent of developing single-family lots. The permitted uses in the R-3 Zone are essentially the same as the A-1 Zone with the largest difference being lot size with the R-3 minimum of 8,000 square feet. There is one issue to consider is that this subdivision's proposed access road location would create an intersection onto 2700 S that is only about 170' away from 2400 W. Staggered intersections like the one that would result from this proposed development are generally discouraged because they increase potential for collision with two left turning cars. Planning Commission more closely reviewed the spacing, the potential traffic volume from the new project and future anticipated development to the north of it, also consulted with the city engineer and found that while not ideal, the safety risk of the future intersection is minimal. They also recognized that there are no other alternative access locations currently available for the development. If the rezone is not granted, then a home with a small farm could be built, or alternatively, the property owner could wait until development occurred to the north and west of the property and gain access at that time. The property owner to the north is UDOT and they likely wouldn't surplus the property until after the West Davis Corridor is completed. It is reported that the owners of the property to the west are not interested in selling at this time. It will be important to ensure stub roads are provided to the north and west to allow for circulation between this and future development, but those details will be worked out with the

Proposed Zoning:	PRD
Acres:	26
# of Units:	136
Units/acre:	5.2

Applicant John Nelson with Psion Homes is applying for a rezone of the former RC Willey property. The city recently amended the General Plan map in preparation for a rezone. The rezone adds additional detail above what was provided at the General Plan stage including architectural elevations and landscaping. Part of the proposed plans include a monument describing the site's history in relation to the furniture store. Staff has conducted a thorough review of the plans and the latest reviews are included at the end of the report. The PRD zone requires preliminary plat and rezone be reviewed simultaneously. The development plans are secured with a development agreement. The memo concluded amendments to the Zoning Map are legislative. Planning Commission reviewed the item and is forwarding a recommendation for approval with a condition that the north two lots be worked out. Since, that time, the developer has amended the plan addressing the concerns.

CED Director Steele reviewed the staff memo and facilitated the Council's review of the project plan to identify adjustments that have been made since the Council's last review of the application. There was a brief focus on amenities included in the project, the manner in which the 'fee in-lieu' for park improvements will be spent, and adjustments to the dimensions of porches on the homes and townhomes in the project to determine if they comply with the City's land use ordinance.

COUNCILMEMBER TEAGUE MOVED TO ADOPT ORDINANCE 2021-17, ZONE CHANGE AND PRELIMINARY PLAT APPLICATION FOR PARKWEST SUBDIVISION, LOCATED AT APPROXIMATELY 1693 W. 2700 S., FROM AGRICULTURAL (A1), RESIDENTIAL (R1), AND GENERAL COMMERCIAL (GC) TO PLANNED RESIDENTIAL DEVELOPMENT (PRD). COUNCILMEMBER BOLDUC SECONDED THE MOTION; ALL VOTED AYE, WITH THE EXCEPTION OF COUNCILMEMBER MAUGHAN, WHO VOTED IN OPPOSITION.

14. Proposed Ordinance 2021-18, zone change for Towns at City Center project, located at approximately 1556 S. 2000 W., from General Commercial (GC) to Mixed Use Development (MXD).

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

Project name:	Towns at City Center
Location:	1556 S. 2000 W.
Current General Plan:	Commercial
Current Zoning:	General Commercial
Proposed Zoning:	MXD
Acreage:	.94
Units:	20
Units per acre:	21.27
Required commercial:	20 units x 1,775 sf = 35,500/1000 x 36 = 1,278
Provided commercial:	2 units of 639 s – 1,278 sf including mechanical

Applicants Josh Hughes and Doug Rich are requesting approval of a rezone to accommodate a townhome development with two commercial spaces, one on each end. Developments within the MXD zone also require a development agreement. The Planning Commission reviewed the item on May 18, 2021 and voted 4-1 to recommend denial of the project based off of parking concerns. They expressed a desire to reduce units to accommodate driveways in front of garages. On May 25, 2021, Council reviewed the item and decided to table it to give the applicant more time to address the parking concerns. Council favored the idea of acquiring cross access easements from the neighbors over reducing units to make space for parking. The applicant is in the process of negotiating with the O'Reilly property owner to improve some additional cross parking on their site.

CED Director Steele reviewed the staff memo and facilitated high level discussion among the Council and Mr. Hughes regarding the agreements he has secured and is still working to secure to allow for cross-parking with other commercial property owners in the area.

Councilmember Maughan stated that it is his opinion that this application is incomplete as Mr. Hughes has not received a response from the owner of the O'Reilly property regarding cross parking access. Additionally, he still does not see a significant commercial component in the project, and he does not feel that it meets the definition of a MXD project. He does not believe the western portion of the property is a viable commercial area as it does not have great commercial frontage. Mr. Hughes stated that he believes the east and west side of the corner property are the best locations for commercial uses; the ordinance requires a tower feature, and he has included that in his elevation rendering. He believes the commercial uses are viable and does comply with the MXD ordinance; the residential density in the project should support the commercial uses that

have been included in the project design. Councilmember Savage stated that also believes the east side of the project would be better for commercial uses, but he does believe there is adequate visibility of the west side to allow for a commercial use located there to be viable. He stated that his only suggestion would be for the commercial façade on the west side to be more prominent, which would result in recessing the residential façade so they are not the main feature visible from the frontage of the project.

COUNCILMEMBER SAVAGE MOVED TO ADOPT ORDINANCE 2021-18, ZONE CHANGE FOR TOWNS AT CITY CENTER PROJECT, LOCATED AT APPROXIMATELY 1556 S. 2000 W., FROM GENERAL COMMERCIAL (GC) TO MIXED USE DEVELOPMENT (MXD), WITH THE FOLLWING AMENDMENT TO THE DEVELOPMENT AGREEMENT:

- ADDING THE WORDS 'AT LEAST' BEFORE THE TERM 'TWO COMMERCIAL UNITS' TO ALLOWING FOR ADDITIONAL COMMERCIAL USES IN THE PROJECT.

AND DIRECTING THE APPLICANT TO CONTINUE TO NEGOTIATE WITH THE OWNER OF O'REILLY AUTO PARTS TO IMPROVE PARKING ACCOMODATIONS ON THE EAST SIDE OF THE PROJECT AREA. COUNCILMEMBER TEAGUE SECONDED THE MOTION; ALL VOTED AYE, WITH THE EXCEPTION OF COUNCILMEMBER MAUGHAN, WHO VOTED IN OPPOSITION.

15. Proposed Ordinance 2021-19, zone change for property located at approximately 2400 W. 2700 S., Agricultural (A-1) to Residential (R-3).

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

Location:	2400 West 2700 South
Current General Plan:	Low-Density Residential
Current Zoning:	A-1 (Agriculture at 0.5 Units per Acre)
Proposed Zoning:	R-3
Acreage:	5.92

The applicant Brad Frost with Ovation Homes is requesting approval of a rezone of approximately 5.92 acres from Agriculture to R-3 with the intent of developing single-family lots. The permitted uses in the R-3 Zone are essentially the same as the A-1 Zone with the largest difference being lot size with the R-3 minimum of 8,000 sf. There is one issue to consider is that this subdivision's proposed access road location would create an intersection onto 2700 S that is only about 170' away from

Project Narratives/Revision

1. 8/17/21 TH – SUBMITTAL FOR FIRST REVIEW

TOWNS AT CITY CENTER

CIVIL CONSTRUCTION SET

LOCATED IN THE SOUTH QUARTER CORNER AND CENTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
SYRACUSE CITY, DAVIS COUNTY, UTAH
AUGUST, 2021

AGENCY CONTACTS:

PLANNING:
Syracuse City Planning Department
1979 W 1900 S
Syracuse, UT 84075
Contact: Noah Steele
Phone: (801) 614-9672

SEWER DISTRICT:
North Davis Sewer District
4252 W 2200 S
Syracuse, UT 84075
Contact: Steve Lamb
Phone: (801) 825-0712

POWER COMPANY:
Rocky Mountain Power
Customer Service Line
Phone: (801) 546-1235

TELEPHONE COMPANY:
Century Link
Customer Service Line
Phone: (801) 603-6000

FIRE DEPARTMENT:
Syracuse City Fire
1869 S 3000 W
Syracuse, UT 84075
Phone: (801) 614-9614

GAS SERVICE:
Dominion Energy
1140 West 200 South
Salt Lake City, UT 84104
Contact: Don Newman
Phone: (801) 323-5517



Vicinity Map
SCALE: 1" = 500'

ENGINEERING:
HUNT ENGINEERING, LLC
Hunt Engineering
Thomas Hunt, PE
6619 Willow Creek Drive
Mountain Green, UT 84050
PH: (801) 664-4724

ARCHITECT:
DESERET HOME DESIGN
Wayne Baker
4489 W 5775 S
Hooper, UT 84315
PH: (801) 706-6622

SURVEYOR:
UTAH LAND SURVEYING
Mike Wangeman, PLS
1359 Fairway Cir
Farmington, UT 84025
PH: (801) 725-8395

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

Notice To Contractors:
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY THE SURVEYOR OR CITY PRODUCED DOCUMENTS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE. IF ANY CONFLICT/DISCREPENCIES ARISE, PLEASE CONTACT THE ENGINEER OF RECORD IMMEDIATELY. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.

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C. 801.664.4724
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Towns at City Center
1556 South 2000 West
Syracuse, UT

Cover Sheet

Revisions	Date

ENGINEERS STAMP
PROFESSIONAL ENGINEER
THOMAS A. HUNT
08/19/2021
STATE OF UTAH

PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 8/17/2021
Name: Towns at City Center

SHEET 1 9 SHEETS

GENERAL NOTES

1.0 COMPLIANCE

1.1 ALL WORK TO CONFORM TO GOVERNING MUNICIPALITY'S STANDARDS, SPECIFICATIONS AND REQUIREMENTS.

1.2 ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS AND THE MOST RECENT, ADOPTED EDITIONS OF THE FOLLOWING:
- INTERNATIONAL BUILDING CODES (IBC)
- INTERNATIONAL PLUMBING CODES
- STATE DRINKING WATER REGULATIONS
- APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS
- ADA ACCESSIBILITY GUIDELINES

1.3 ALL CONSTRUCTION SHALL BE AS SHOWN ON THESE PLANS; ANY REVISIONS MUST HAVE PRIOR WRITTEN APPROVAL.

2.0 PERMITTING AND INSPECTIONS

2.1 PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.

2.2 CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ARCHITECT/ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.

2.3 ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE CITY, COUNTY OR STATE AGENCY CONTROLLING THE ROAD AND WITH APPROPRIATE INSPECTIONS.

3.0 COORDINATION AND VERIFICATION

3.1 ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF NOT VERIFIED AND NOTIFICATION OF CONFLICTS HAVE NOT BEEN BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER.

3.2 CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS BEFOREHAND. NO ALLOWANCE WILL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BE EASILY OBSERVED.

3.3 CONTRACTOR TO COORDINATE WITH ALL OTHER DISCIPLINES, INCLUDING BUT NOT LIMITED TO:
- LANDSCAPE PLANS
- SITE ELECTRICAL PLANS AND ELECTRICAL SERVICE TO THE BUILDING(S)
- FIRE PROTECTION.
- ARCHITECTURAL SITE PLANS
- ACCESSIBLE ROUTES
- ETC.

3.4 CONTRACTOR IS TO COORDINATE LOCATION OF NEW TELEPHONE SERVICE, GAS SERVICE, CABLE, ETC. TO BUILDING WITH THE APPROPRIATE UTILITY COMPANY. FOR TELEPHONE, CONTRACTOR TO FURNISH CONDUIT, PLYWOOD BACKBOARD, AND GROUND WIRE, AS REQUIRED.

4.0 SAFETY AND PROTECTION

4.1 CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION.

4.2 CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF THE PROJECT AND SHALL MEET ALL OSHA REQUIREMENTS.

4.3 CONTRACTOR IS RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES, AND FOR THE PROTECTION OF WORKERS AND PUBLIC.

4.4 CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE PROPERTY, ROADWAYS, AND UTILITY IMPROVEMENTS. DAMAGE TO EXISTING IMPROVEMENTS CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE TO THE SATISFACTION OF THE OWNER OF SAID IMPROVEMENTS.

4.5 CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO, VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND LIMITS OF TRENCH EXCAVATION.

4.6 IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNMENT AGENCY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.

4.7 CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS. ALL CONSTRUCTION SIGNING, BARRICADING, AND TRAFFIC DELINEATION SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", LATEST EDITION.

4.8 CONTRACTOR SHALL COMPLY WITH LOCAL NOISE ORDINANCE STANDARDS.

4.9 CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENCY STANDARDS.

4.10 CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH CONSTRUCTION. SUBMIT A STORM WATER POLLUTION PREVENTION PLAN, IF REQUIRED.

4.11 WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE PROCEEDED TO COMPLETION WITHOUT DELAY AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.

4.12 CONTRACTOR SHALL PROVIDE ALL NECESSARY HORIZONTAL AND VERTICAL TRANSITIONS BETWEEN NEW CONSTRUCTION AND EXISTING SURFACES TO PROVIDE FOR PROPER DRAINAGE AND FOR INGRESS AND EGRESS TO NEW CONSTRUCTION.

4.13 NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED. CONSTRUCTION TRAFFIC SHALL BE LIMITED TO ONE APPROACH TO THE SITE. THE APPROACH SHALL BE DESIGNATED BY THE OWNER OR GOVERNING AGENCY.

4.14 THE CONTRACTOR SHALL TAKE REASONABLE MEASURES TO PROTECT EXISTING IMPROVEMENTS FROM DAMAGE AND ALL SUCH IMPROVEMENTS DAMAGED BY THE CONTRACTOR'S OPERATION SHALL BE REPAIRED OR RECONSTRUCTED TO THE ENGINEER/OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.

5.0 MATERIALS

5.1 SITE CONCRETE SHALL BE A MINIMUM 6.5 BAG MIX, 4000 P.S.I. @ 28 DAYS, 4" MAXIMUM SLUMP WITH 5 +- OR -1% AIR ENTRAINMENT, UNLESS SPECIFIED OTHERWISE. SEE SPECIFICATION:
- SLABS-ON-GRADE WILL BE TYPICALLY SCORED (1/4 THE DEPTH) AT INTERVALS NOT TO EXCEED THEIR WIDTH OR 12 TIMES THEIR DEPTH, WHICHEVER IS LESS. SCORING WILL BE PLACED TO PREVENT RANDOM CRACKING. FULL DEPTH EXPANSION JOINTS WILL BE PLACED AGAINST ANY OBJECT DEEMED TO BE FIXED, CHANGES IN DIRECTION AND AT EQUAL INTERVALS NOT TO EXCEED 50 FEET.
- CONCRETE WATERWAYS, CURBWALLS, MOWSTRIPS, CURB AND GUTTER, ETC. WILL TYPICALLY BE SCORED 1/4 THE DEPTH AT INTERVALS NOT TO EXCEED 10 FEET AND HAVE FULL DEPTH EXPANSION JOINTS AT EQUAL SPACING NOT TO EXCEED 50 FEET.
- UNLESS OTHERWISE NOTED, ALL SLABS-ON-GRADE WILL HAVE A MINIMUM 8" TURNED-DOWN EDGE TO HELP CONTROL FROST HEAVE.
- UNLESS OTHERWISE NOTED, ALL ON-GRADE CONCRETE WILL BE PLACED ON A MINIMUM 4" GRAVEL BASE OVER A WELL COMPACTED (90%) MIN. SUBGRADE.
- ALL EXPOSED SURFACES WILL HAVE A TEXTURED FINISH, RUBBED OR BROOMED. ANY "PLASTERING" OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL "GREEN."
- ALL JOINTS (CONTROL, CONSTRUCTION OR EXPANSION JOINTS, ETC.) WILL BE SEALED WITH A ONE PART POLYURETHANE SEALANT.

5.2 ASPHALT CONCRETE PAVEMENT SHALL BE A MINIMUM 3" OVER 6" OF COMPACTED (95%) ROAD BASE OVER PROPERLY PREPARED AND COMPACTED (90%) SUBGRADE, UNLESS NOTED OTHERWISE.
- ASPHALT COMPACTION SHALL BE A MINIMUM 96%.
- SURFACE COARSE SHALL BE 1/2" MINUS. MIX DESIGN TO BE SUBMITTED FOR APPROVAL AT LEAST TWO WEEKS PRIOR TO ANTICIPATED PAVING SCHEDULE.
- AC PAVEMENT TO BE A 1/4" ABOVE LIP OF ALL GUTTER AFTER COMPACTION.
- THICKNESS OVER 3" WILL BE LAID IN TWO LIFTS WITH THE FIRST LIFT BEING AN APPROVED 3/4" MINUS DESIGN.

6.0 GRADING & SOILS

6.1 SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT, WHICH BY REFERENCE ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND IN CASE OF CONFLICT SHALL TAKE PRECEDENCE, UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS, OR IN THE SPECIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD OF ANY DISCREPANCY BETWEEN THE SOILS REPORT AND THESE PLANS AND SPECIFICATIONS.

6.2 THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL SOFT, YIELDING OR UNSUITABLE MATERIALS AND REPLACING WITH SUITABLE MATERIALS AS SPECIFIED IN THE SOILS REPORT.

6.3 ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY PER ASTM TEST D-1557, EXCEPT UNDER BUILDING FOUNDATIONS WHERE IT SHALL BE 98% MIN. OF MAXIMUM DENSITY. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL NOT EXCEED 2% ABOVE NOR 3% BELOW OPTIMUM.

6.4 CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A QUALIFIED REGISTERED SOILS ENGINEER, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITH THE BUILDING PAD AREA AND AREAS TO BE PAVED, HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT.

6.5 SITE CLEARING SHALL INCLUDE THE LOCATING AND REMOVAL OF ALL UNDERGROUND TANKS, PIPES, VALVES, ETC.

6.6 ALL EXISTING VALVES, MANHOLES, ETC. SHALL BE RAISED OR LOWERED TO GRADE AS REQUIRED.

7.0 UTILITIES

7.1 THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES EITHER DIRECT OR THROUGH BLUE STAKE TO LOCATE THEIR FACILITIES PRIOR TO STARTING CONSTRUCTION.

7.2 CONTRACTOR TO VERIFY BY POTHOLING BOTH THE VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO INSTALLING ANY NEW LINES. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.

7.3 CONTRACTOR MUST START AT LOW END OF ALL NEW GRAVITY UTILITY LINES. MECHANICAL SUB-CONTRACTOR MUST BE PROVIDED CIVIL SITE DRAWINGS FOR COORDINATION AND TO CHECK THE FLOW FROM THE LOWER POINT IN BUILDING TO THE FIELD VERIFIED CONNECTION AT THE EXISTING MAIN. NO EXTRA COMPENSATION IS TO BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO FAILURE TO COMPLY WITH THESE REQUIREMENTS.

7.4 CONTRACTOR IS TO VERIFY LOCATION, DEPTH, SIZE, TYPE, AND OUTSIDE DIAMETERS OF UTILITIES IN THE FIELD BY POTHOLING A MINIMUM OF 300 FEET AHEAD. PIPELINE CONSTRUCTION TO AVOID CONFLICTS WITH DESIGNED PIPELINE GRADE AND ALIGNMENT. EXISTING UTILITY INFORMATION SHOWN ON PLANS OR OBTAINED FROM UTILITY COMPANIES OR BLUE STAKED MUST BE ASSIMED AS APPROXIMATE, REQUIRING FIELD VERIFICATION.

7.5 CULINARY WATER AND FIRE SERVICE LINES TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY STANDARDS AND SPECIFICATIONS.

7.6 SANITARY SEWER MAINS AND LATERALS TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY SEWER DISTRICT STANDARDS AND SPECIFICATIONS.

7.7 STORM SEWER TO BE CONSTRUCTED IN ACCORDANCE WITH THE GOVERNING MUNICIPALITY STANDARDS AND SPECIFICATIONS.

7.8 ALL STORM DRAIN AND IRRIGATION CONDUITS SHALL BE INSTALLED WITH WATER TIGHT JOINTS AND CONNECTIONS.

7.9 ALL STORM DRAIN PIPE PENETRATIONS INTO BOXES SHALL BE CONSTRUCTED WITH WATER TIGHT SEALS ON THE OUTSIDE AND GROUTED SMOOTH WITH A NON-SHRINK GROUT ON THE INSIDE. CONDUITS SHALL BE CUT OFF FLUSH WITH THE INSIDE OF THE BOX.

7.10 NO CHANGE IN THE DESIGN OF UTILITIES AS SHOWN WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE GOVERNING MUNICIPALITY, OR AUTHORITY HAVING JURISDICTION OVER THAT UTILITY.

7.11 ALL STORM DRAIN CONDUITS AND BOXES SHALL BE CLEAN AND FREE OF ROCKS, DIRT, AND CONSTRUCTION DEBRIS PRIOR TO FINAL INSPECTION.

8.0 SURVEY CONTROL

8.1 CONTRACTOR MUST PROVIDE A REGISTERED LAND SURVEY OR PERSONS UNDER THE SUPERVISION OF A REGISTERED LAND SURVEYOR TO SET STAKES FOR THE ALIGNMENT AND GRADE OF EACH MAIN AND/OR FACILITY AS SHOWN ON THE PLANS. THE STAKES SHALL BE MARKED WITH THE HORIZONTAL LOCATION (STATION) AND VERTICAL LOCATION (GRADE) WITH CUTS AND/OR FILLS TO THE APPROPRIATE GRADE OF THE MAIN AND OR FACILITY AS SHOWN ON THE PLANS.

8.2 THE CONTRACTOR SHALL PROTECT ALL STAKES AND MARKERS FOR VERIFICATION PURPOSES.

8.3 CONTRACTOR WILL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND REFERENCE MARKS WITHIN THE PROJECT SITE.

9.0 AMERICAN DISABILITIES ACT

9.1 PEDESTRIAN / ADA ROUTES SHALL MEET THE FOLLOWING SPECIFICATIONS:
- ROUTES SHALL HAVE A 2.00% (1:50) MAXIMUM CROSS SLOPE.
- ROUTES SHALL HAVE A 5.00% (1:20) MAXIMUM RUNNING SLOPE.
- RAMPS SHALL HAVE A 8.33% (1:12) MAXIMUM RUNNING SLOPE.

9.2 ADA PARKING STALLS AND ADJACENT ROUTES SHALL HAVE A 2.00% MAXIMUM SURFACE SLOPE IN ANY DIRECTION.

9.3 THE CONTRACTOR SHALL ADHERE TO THE ABOVE SPECIFICATIONS. IN THE EVENT OF A DISCREPANCY IN THE CONSTRUCTION DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER PRIOR TO ANY CONSTRUCTION.

10.0 EROSION CONTROL

10.1 THE CONTRACTOR TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO GOVERNING AGENCIES ORDINANCES AND ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE COUNTIES. ALSO, INSPECTORS WILL HAVE THE RIGHT TO CHANGE THE FACILITIES AS NEEDED.

10.2 CONTRACTOR SHALL KEEP THE SITE WATERED TO CONTROL DUST. CONTRACTOR TO LOCATE A NEARBY HYDRANT FOR USE AND TO INSTALL TEMPORARY METER. CONSTRUCTION WATER COST TO BE INCLUDED IN BID.

10.3 WHEN GRADING OPERATIONS ARE COMPLETED AND THE DISTURBED GROUND IS LEFT "OPEN" FOR 14 DAYS OR MORE, THE AREA SHALL BE FURROWED PARALLEL TO THE CONTOURS.

10.4 THE CONTRACTOR SHALL MODIFY EROSION CONTROL MEASURES TO ACCOMMODATE PROJECT PLANNING.

10.5 ALL ACCESS TO PROPERTY WILL BE FROM PUBLIC RIGHT-OF-WAYS. THE CONTRACTOR IS REQUIRED BY STATE AND FEDERAL REGULATIONS TO PREPARE A STORM WATER POLLUTION PREVENTION.

11.0 MAINTENANCE

11.1 ALL BEST MANAGEMENT PRACTICES (BMP'S) SHOWN ON THIS PLAN MUST BE MAINTAINED AT ALL TIMES UNTIL PROJECT CLOSE-OUT.

11.2 THE CONTRACTOR'S RESPONSIBILITY SHALL INCLUDE MAKING BI-WEEKLY CHECKS ON ALL EROSION CONTROL MEASURES TO DETERMINE IF REPAIR OR SEDIMENT REMOVAL IS NECESSARY. CHECKS SHALL BE DOCUMENTED AND COPIES OF THE INSPECTIONS KEPT ON SITE.

11.3 SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF BARRIER.

11.4 SEDIMENT TRACKED ONTO PAVED ROADS MUST BE CLEANED UP AS SOON AS PRACTICAL, BUT IN NO CASE LATER THAN THE END OF THE NORMAL WORK DAY. THE CLEAN UP WILL INCLUDE SWEEPING OF THE TRACKED MATERIAL, PICKING IT UP, AND DEPOSITING IT TO A CONTAINED AREA.

11.5 ANY EXPOSED SLOPE THAT WILL REMAIN UNTOUCHED FOR LONGER THAN 14 DAYS MUST BE STABILIZED BY ONE OR MORE OF THE FOLLOWING METHODS:
- SPRAYING DISTURBED AREAS WITH A TACKIFIER VIA HYDROSEED
- TRACKING STRAW PERPENDICULAR TO SLOPES
- INSTALLING A LIGHT-WEIGHT, TEMPORARY EROSION CONTROL BLANKET

LEGEND

- = PROPOSED SECONDARY WATER LATERAL
- = PROPOSED LAND DRAIN LATERAL
- = PROPOSED WATER LATERAL
- = PROPOSED SEWER LATERAL
- W/S = PROPOSED CULINARY WATER LINE
- EX W = EXISTING CULINARY WATER LINE
- SA/S = PROPOSED SECONDARY WATER LINE
- EX SW = EXISTING SECONDARY WATER LINE
- S/S = PROPOSED SANITARY SEWER LINE
- EX SS = EXISTING SANITARY SEWER LINE
- = PROPOSED STORM DRAIN LINE
- = EXISTING STORM DRAIN LINE
- LD/S = PROPOSED LAND DRAIN LINE
- EX LD = EXISTING LAND DRAIN LINE
- = PROPOSED IRRIGATION LINE
- = EXISTING IRRIGATION LINE
- = FENCE LINE
- = DRAINAGE SWALE
- = PROPOSED FIRE HYDRANT
- = EXISTING FIRE HYDRANT
- = PROPOSED MANHOLE
- = EXISTING MANHOLE
- = PROPOSED SEWER CLEAN-OUT
- = PROPOSED GATE VALVE
- = EXISTING GATE VALVE
- = PLUG & BLOCK
- = AIR VAC ASSEMBLY
- = PROPOSED WATER METER
- = EXISTING WATER METER
- = PROPOSED CATCH BASIN
- = EXISTING CATCH BASIN
- = PLUG W/ 2" BLOW-OFF
- = STREET LIGHT
- = SIGN

BFE = BASEMENT FLOOR ELEVATION
BLDG = BUILDING
BOS = BOTTOM OF STAIRS
BOW = BOTTOM OF WALL
BP = BEGINNING POINT
C&G = CURB & GUTTER
CB = CATCH BASIN
CF = CUBIC FEET
CFS = CUBIC FEET PER SECOND
FF = FINISH FLOOR
FFE = FINISH FLOOR ELEVATION
FG = FINISHED GRADE
FH = FIRE HYDRANT
FL = FLOW LINE
GB = GRADE BREAK
INV = INVERT
LF = LINEAR FEET
NG = NATURAL GRADE
PC = POINT OF CURVATURE
PP = POWER/UTILITY POLE
PRC = POINT OF RETURN CURVATURE
PT = POINT OF TANGENCY
PUE = PUBLIC UTILITY EASEMENT
RCP = REINFORCED CONCRETE PIPE
RIM = RIM OF MANHOLE
ROW = RIGHT-OF-WAY
SD = STORM DRAIN
SS = SANITARY SEWER
TBC = TOP BACK OF CURB
TOA = TOP OF ASPHALT
TOC = TOP OF CONCRETE
TOFF = TOP OF FINISHED FLOOR
TOS = TOP OF STAIRS
TOW = TOP OF WALL
TSW = TOP OF DEWALK
W = CULINARY WATER
WM = WATER METER

- = EXISTING ASPHALT PAVEMENT
- = PROPOSED ASPHALT PAVEMENT
- = PROPOSED CONCRETE

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(Design - Build/Mass - Engineering)

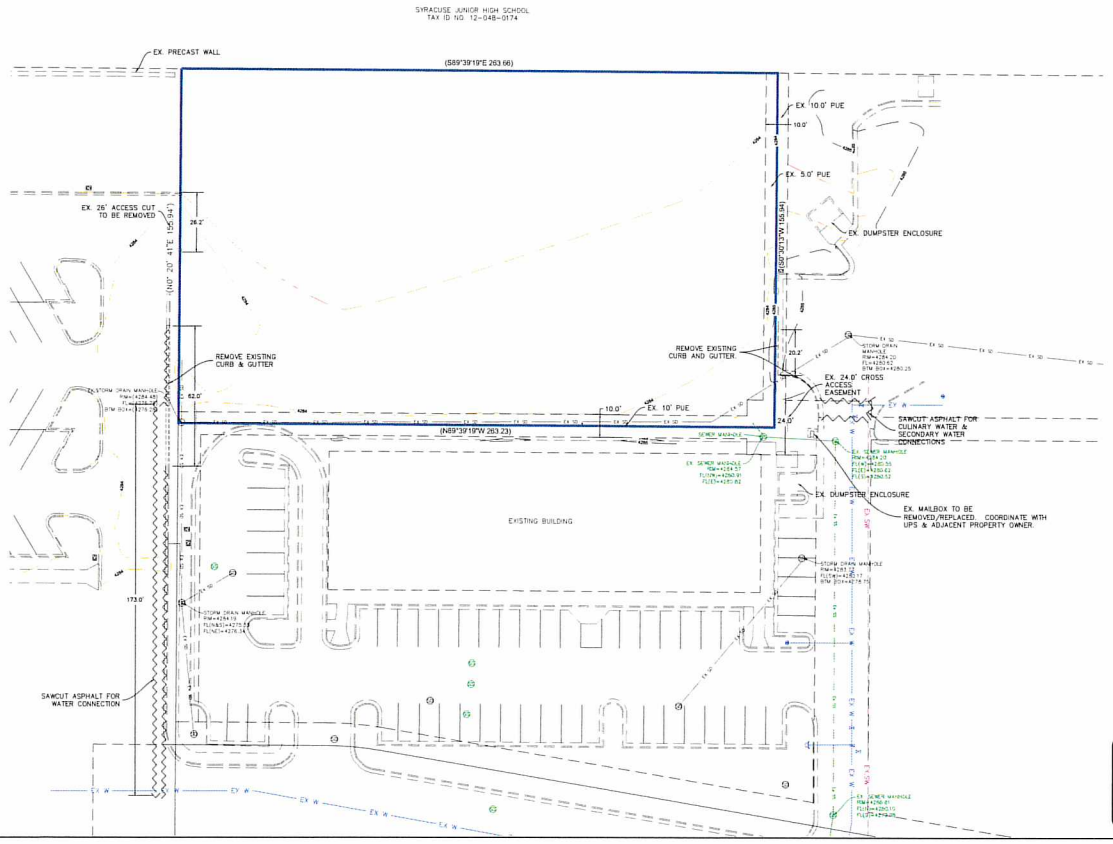
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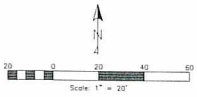
Notes & Legend Sheet

PROFESSIONAL ENGINEER
THOMAS A HUNT
06/16/2021
STATE OF UTAH

SHEET 2 OF 9 SHEETS

DEMOLITION NOTES:
1. ALL DEMOLITION IS TO BE IN ACCORDANCE WITH STATE AND CITY STANDARDS.
2. CONTRACTOR TO CALL BLUE STAKES PRIOR TO ANY DEMOLITION





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

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Demolition Plan

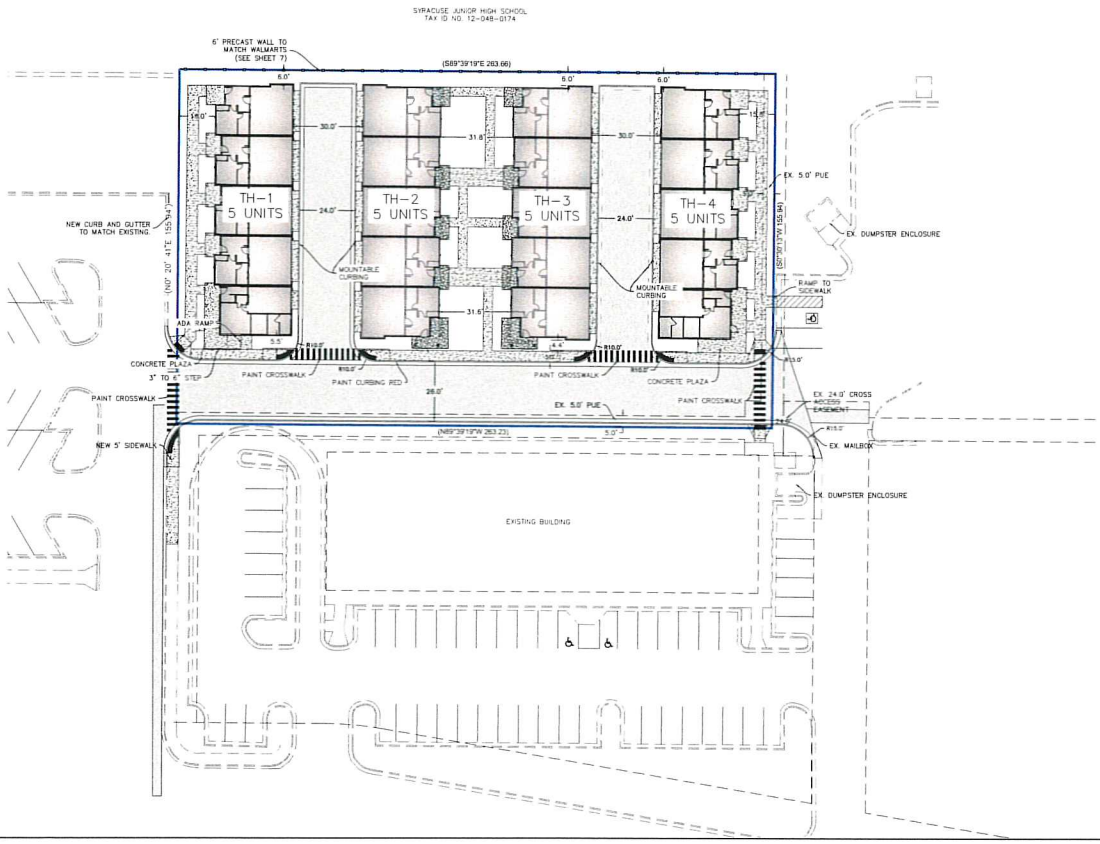
Revisions	Date

ENGINEERS STAMP
PROFESSIONAL ENGINEER
THOMAS E. HUNT
09/16/2021
STATE OF UTAH

PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 8/17/2021
Name: Towns at City Center

SHEET 3 of 9 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 WITH TRUNCATED DOMES AND MEET ADA STANDARD AND SPECIFICATIONS.



Site Information

SITE AREA:	41,082 SF 0.94 ACRES	
BUILDING AREA:	13,600 SF	33.1%
HARD SURFACE AREA:	13,525 SF	32.9%
LANDSCAPE AREA:	13,957 SF	34.0%
TOWNHOMES:	20	
REQUIRED PARKING:	2.0 STALLS/UNIT 40 STALLS REQUIRED	
PROVIDED PARKING:	38 GARAGE STALLS 3 CROSS PARKING 41 STALLS PROVIDED 2.05 STALLS/UNIT	

N

Scale: 1" = 20'

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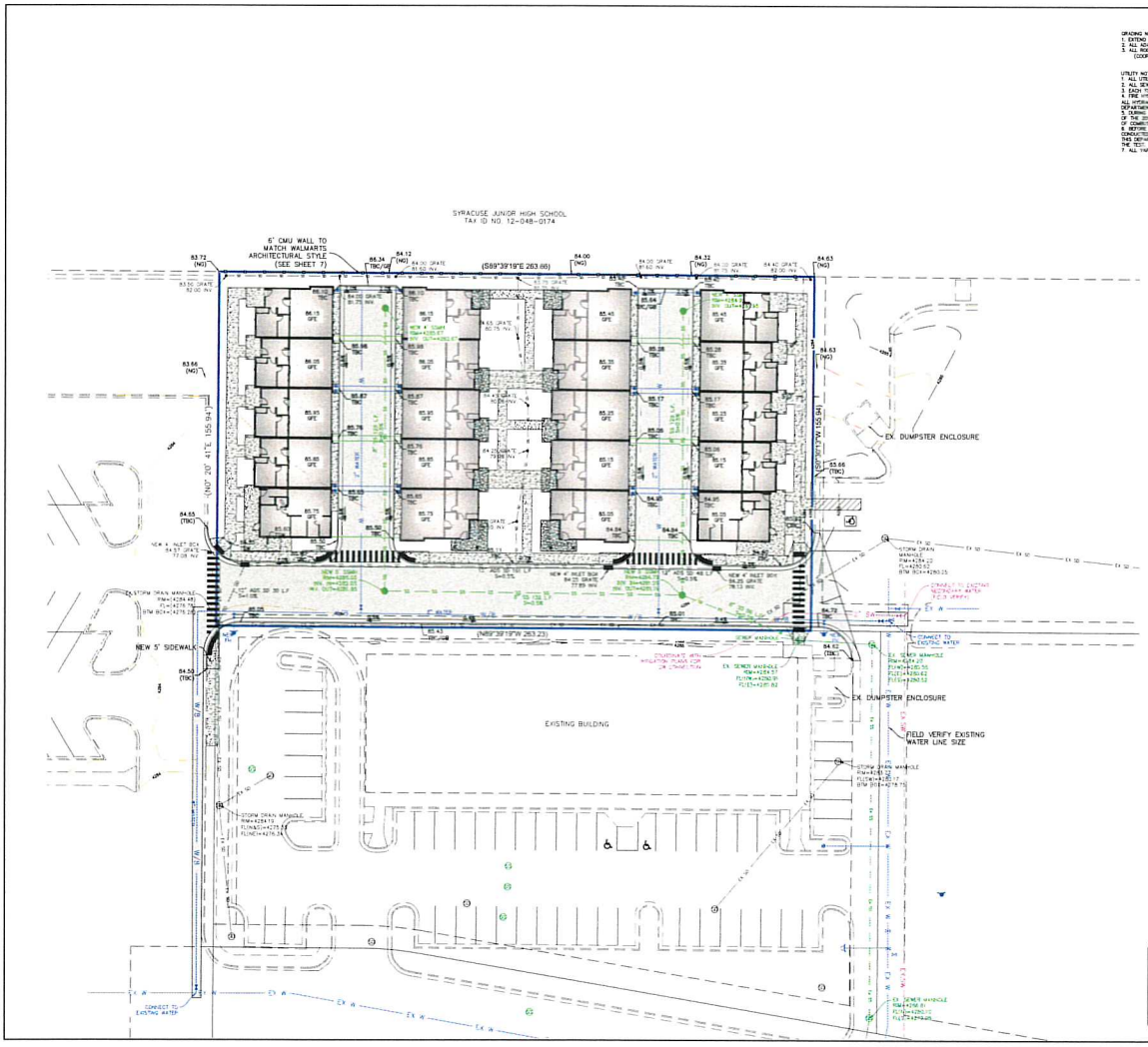
Overall Site Plan

Revisions	Date

ENGINEER'S STAMP
PROFESSIONAL ENGINEER
THOMAS J. HUNT
09/16/2021
STATE OF UTAH

PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 8/17/2021
Name: Towns at City Center

SHEET 4 of 9 SHEETS



GRADING NOTES:
1. EXTEND FOUNDATION WALLS TO AT LEAST 6" ABOVE FINISHED GRADE.
2. ALL ADA RAMPS / PATHWAYS ARE TO BE ADA COMPLIANT.
3. ALL ROOF DRAINS ARE TO CONNECT INTO THE STORM DRAIN SYSTEM (COORDINATE WITH ARCHITECT ON THOSE LOCATIONS)

UTILITY NOTES:
1. ALL WATER CONNECTIONS ARE TO BE MADE PER SYRACUSE CITY STANDARDS.
2. ALL SEWER LATERALS ARE TO BE 4" SLOPED AT A MINIMUM OF 2%.
3. EACH STRUCTURE MUST BE EQUIPPED WITH ITS OWN 1" WATER METER.
4. FIRE HYDRANTS AND ACCESS ROADS SHALL BE INSTALLED PRIOR TO CONSTRUCTION OF ANY BUILDINGS. ALL HYDRANTS SHALL BE PLACED WITH A 4" CONNECTION FACING THE POINT OF ACCESS FOR FIRE DEPARTMENT APPARATUS.
5. FIRE PROTECTION SHALL ENSURE FIRE SAFETY IS COMPLIED WITH AS OUTLINED IN CHAPTERS 33 AND 35 OF THE 2015 INTERNATIONAL FIRE CODE, PARTICULARLY WITH REGARDS TO THE COLLECTION AND REMOVAL OF COMBUSTIBLE DEBRIS AND PROVIDING FIRE EXTINGUISHERS.
6. BEFORE ANY CONSTRUCTION OF ANY BUILDINGS, A FIRE FLOW TEST OF THE NEW HYDRANTS SHALL BE CONDUCTED TO VERIFY THE ACTUAL FIRE FLOW FOR THIS PROJECT. THE FIRE PREVENTION DIVISION OF THE DEPARTMENT SHALL WITNESS THIS TEST AND SHALL BE NOTIFIED A MINIMUM OF 48 HOURS BEFORE THE TEST.
7. ALL YARD BOXES ARE TO BE 12"X12" NYLOPLAST BOXES WITH 6" PVC PIPE.

Notice To Contractors:
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY THE SURVEYOR OR CITY PRODUCED DOCUMENTS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE. IF ANY CONFLICT/DISCREPENCIES ARISE, PLEASE CONTACT THE ENGINEER OF RECORD IMMEDIATELY. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.

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

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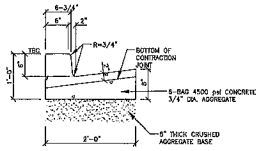
Grading & Utility Plan

Revisions	Date

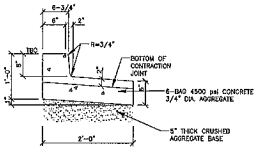
ENGINEERS STAMP
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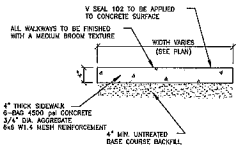
SHEET 5 of 9 SHEETS



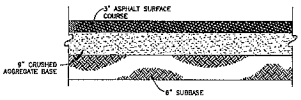
On-Site Curb & Gutter
SCALE: NONE



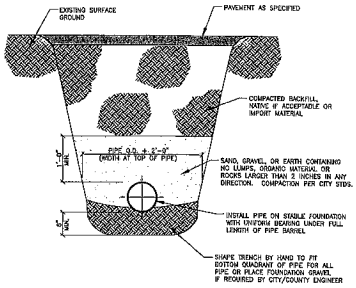
On-Site Outflow Curb & Gutter
SCALE: NONE



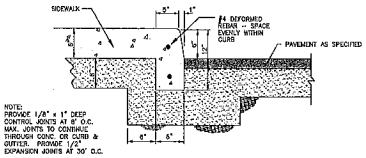
Concrete Walkway
SCALE: NONE



Typical On-Site Asphalt Paving
SCALE: NONE

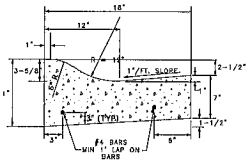


Typical On-Site Pipe Bed Section
SCALE: NONE



NOTE:
PROVIDE 1/8" x 1" DEEP CONTROL JOINTS AT 5' O.C. MAX. JOINTS TO CONTINUE THROUGH CONC. OR CURB & GUTTER. PROVIDE 1/2" EXPANSION JOINTS AT 30' O.C.

Thickened Edge Sidewalk
SCALE: NONE



NOTES:
1) AT 90° ANGLE POINTS IN THE CURB LINE, PLACE EXPANSION JOINTS IN THE CURB AND GUTTER FROM THE BACK-OF-CURB OF THE "RIGHT LEG."
2) DOWEL CURB PATCHES TO ADJACENT CURB
3) PLACE CONTROL JOINTS EVERY 10 FEET

MOUNTABLE CURB & GUTTER
SCALE: NONE

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Syracuse, UT

Civil Details

Revisions	Date

OWNER'S STAMP

PROFESSIONAL ENGINEER
THOMAS E. HUNT
09/16/2021
STATE OF UTAH

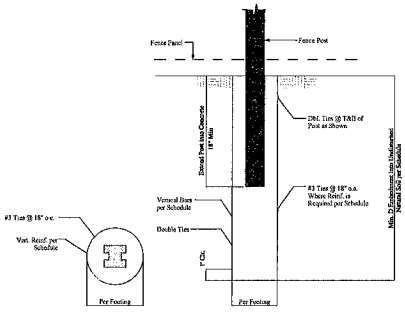
PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 8/17/2021
Name: Towns at City Center

SHEET 6 of 9 SHEETS

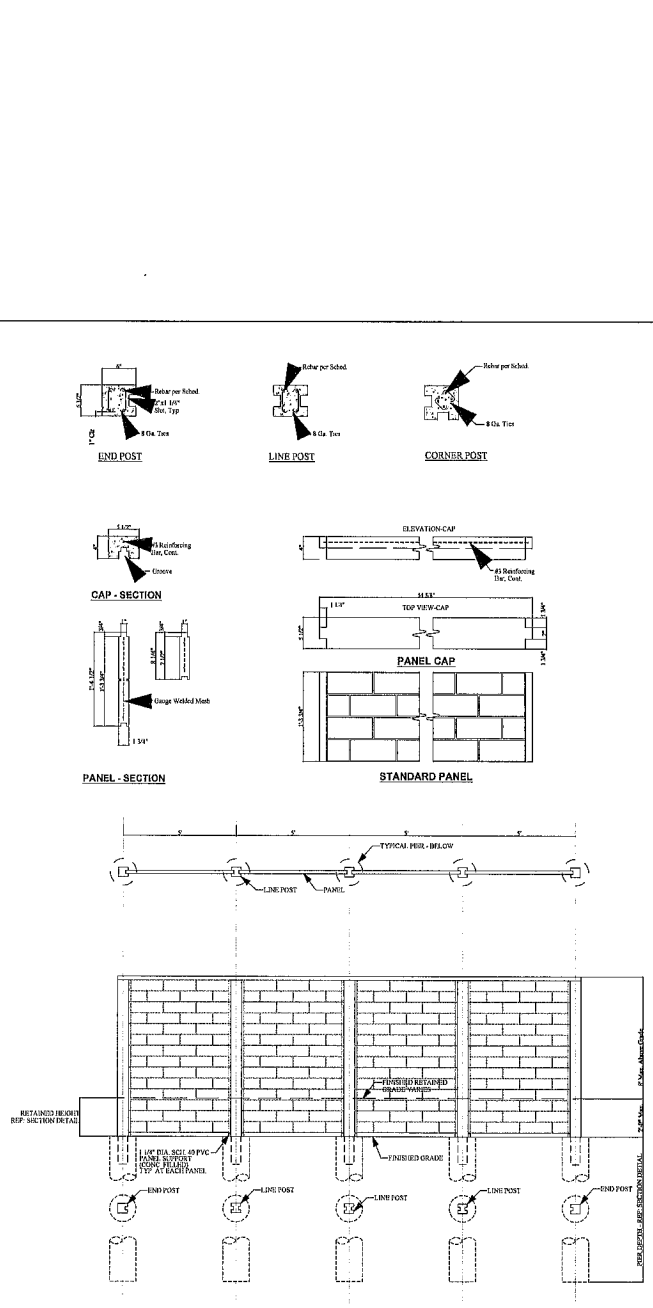
Schedule for 6' Tall fence

POST TYPE	POST * REINF.	PIER DIAM.	PIER DEPTH **	PIER REINF.
END/CORNER POST	(2) #3	18"	3'-0"	--
MID-WALL POST	(4) #3	18"	4'-0"	--

* Half of bars specified to be placed on each face of column.
** Based on Soils Report Minimum Requirements



FENCE FOUNDATION SUPPORT



END POST LINE POST CORNER POST

CAP - SECTION

PANEL - SECTION

PANEL CAP

STANDARD PANEL

ELEVATION - SCREENING WALL AND PIERS

6' PRECAST WALL TO MATCH WALMARTS

SPECIFICATIONS AND NOTES

GENERAL:
1. This project has been designed in accordance with the
   a. California Building Code, 2016 Edition.
2. Applied loads
   a. Wind Velocity (V) = 110 mph
   b. Exposure: C
   c. Importance Factor (I) = 1.0
   d. Velocity Pressure Exposure Coefficient (Kz) = 0.85
   e. Wind Directionality Factor (Kd) = 0.85
   f. Topographic Factor (Kzt) = 1.0
   g. Wind Pressure P = 0.00256(Kz)(Kzt)(Kd)(V^2)(I)
      P =
   0.00256(0.573)(1.0)(0.85)(110^2)(1.0)
      P = 15.01 psf
   h. Working Design Stress: 33 % increase (1.33)
   i. Seismic Design: Site Class D
   j. Design Spectral Response Acceleration Parameter, Ss = 2.00
3. Screening wall is to be constructed entirely on the project property.
4. Color:
   a. Post, Panels and Panel caps shall be integrally colored.
   b. Color shall be brown as approved by the on-site owner.

CONCRETE:
1. Concrete Materials:
   a. Concrete shall be normal weight concrete having sand and gravel or crushed stone aggregate. Mixed with ASTM-C150, type I or II portland cement to meet the minimum compressive strength as follows:
      1. panels & post: 5000 psi @ 28 days
      2. footings & piers: 3000 psi @ 28 days
      3. sidewalk & non-structural: 2000 psi @ 28 days
   b. Water used for concrete shall be clean water and free from injurious amounts of oils, acids, alkalies, organic or other deleterious substances.
2. Concrete workmanship:
   a. Fresh poured concrete shall be tamped in to place using steel rammer, slicing tools, or mechanical vibrator, until concrete is thoroughly compact and without void.
   b. Excavation for footing shall be on undisturbed soil or to the depth noted on the drawings. Leave the bottom leaving surface clean and smooth. If footing excavations are made deeper than intended, only concrete shall be used for fill. Remove all loose material from excavations prior to concrete pour

SOILS:
1. Footing size is based on the following minimum soil properties:
   a. Soil Compaction ******* 95
   b. Bearing Capacity (Total Load + Wall) ******* 1500 psf
   c. Friction Resistance ******* 0.35
   d. Lateral Bearing ******* 120 psf/ft of depth

FILL:
1. All design criteria based on construction on natural ground. Basement wall not to be constructed on berms or fill dirt.

REINFORCEMENT:
1. Reinforcing material:
   a. Deformed type bars shall conforms to ASTM-A 615, Grade 60 placed as shown on the drawings.
   b. Steel reinforcing wire shall meet U.S. Steel Wire gauge, ASTM-A 82.
      fy = 70,000 psi min galvanized.
   c. All ties and stirrups shall conform to the of ASTM A/ 615, grade 40.
   d. All wire mesh shall be 8 gauge galvanized having 2 horizontal bars and 4 vertical on 12 inch centers, U.N.O
2. Reinforcing workmanship:
   a. Reinforcement steel shall be fabricated in accordance with the CRSI Standard Detail. Reinforcing bars shall be cold-bent only. Use of heat to bend reinforcement steel shall be cause for rejection.
   b. Reinforcement steel bars and wire fabric shall be thoroughly cleaned before placing and again before the concrete is placed. Shall be accurately positioned and secured in place. No brick of porous materials may be used to support the steel off the ground.
   c. Install all reinforcement with the following clearance between reinforcing steel and face of concrete:
      1. Footing, pier or beam bottom (3")
      2. Earth-formed pier or beam side (2")
      3. Formed footing, pier or beam sides, exposed (1")
      4. Precast exposed to weather: panels (3/4"), posts (1-1/4")
   d. Splices within continuous unscheduled reinforcing steel shall have a minimum lap of 30 bar diameters.

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Civil Details

Revisions	Date

ENGINEERS STAMP
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05/15/2021
STATE OF UTAH

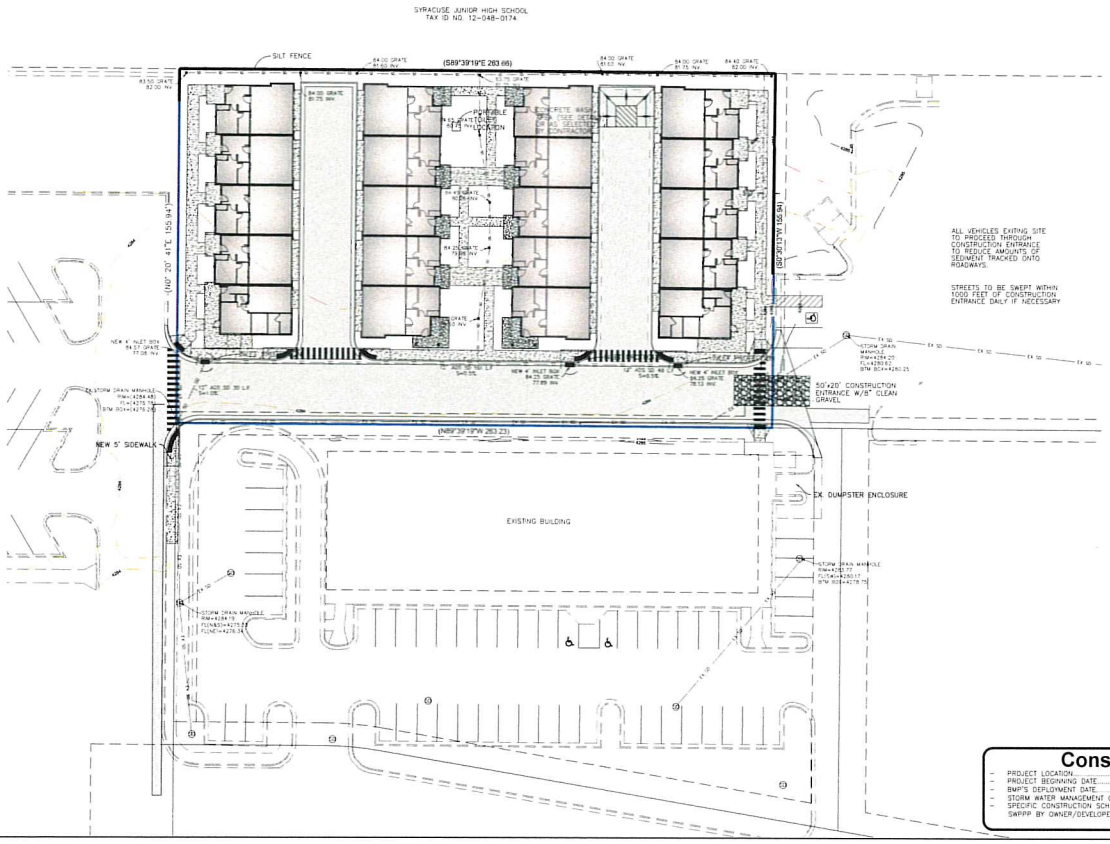
PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 8/13/2021
Name: Towns at City Center

SHEET 7 OF 9 SHEETS

TOWNS AT CITY CENTER

EROSION CONTROL PLAN

LOCATED IN THE SOUTH QUARTER CORNER AND CENTER OF SECTION 9, TOWNSHIP 4 NORTH,
RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
SYRACUSE CITY, DAVIS COUNTY, UTAH
AUGUST, 2021



Construction Activity Schedule

- PROJECT LOCATION..... SYRACUSE, DAVIS COUNTY, UT
- PROJECT BEGINNING DATE..... AUGUST 2021
- BMP'S DEPLOYMENT DATE..... AUGUST 2021
- STORM WATER MANAGEMENT CONTACT / INSPECTOR..... TBD
- SPECIFIC CONSTRUCTION SCHEDULE INCLUDING BMP CONSTRUCTION SCHEDULE TO BE INCLUDED WITH SWPPP BY OWNER/DEVELOPER

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Erosion Control Plan

Revisions	Date

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09/15/2021
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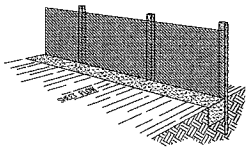
PROJECT INFO.

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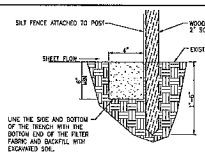
SHEET 8 of 9 SHEETS

Notes:

1. AT ALL TIMES DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING AND CONTROLLING EROSION DUE TO WIND AND RUNOFF. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL FACILITIES SHOWN.
2. THE CONTRACTOR SHALL REMOVE LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORM WATER, FROM THE SITE ON A DAILY BASIS, OR AS A MINIMUM, PRIOR TO ANY ANTICIPATED STORM EVENT; OR OTHERWISE PREVENT SUCH MATERIAL FROM BECOMING A POLLUTANT SOURCE FOR STORM WATER DISCHARGES.
3. CONTRACTOR SHALL USE VEHICLE TRACKING CONTROL AT ALL LOCATIONS WHERE VEHICLE WILL ENTER OR EXIT THE SITE. VEHICLE TRACKING CONTROL FACILITIES, SILT FENCE, AND INLET PROTECTION WILL BE MAINTAINED WHILE CONSTRUCTION IS IN PROGRESS, MOVED WHEN NECESSARY FOR PHASING OF THE WORK, UNTIL ALL WORK IS COMPLETE.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING STREETS CLEAN OF DEBRIS FROM TRAFFIC FROM THE SITE. IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, THE CONTRACTOR SHALL REMOVE OFF-SITE ACCUMULATIONS OF SEDIMENT IMMEDIATELY TO MINIMIZE OFF SITE IMPACTS. AT NO TIME SHALL SEDIMENT BE WASHED DOWN UNPROTECTED INLETS INTO THE PUBLIC STORM SEWER SYSTEM.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING DRAINAGE AND EROSION CONTROL FACILITIES AS REQUIRED, AND SHALL REMOVE SEDIMENT FROM SEDIMENT TRAPS OR PONDS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 50%.
6. EXCEPT AS PROVIDED IN (A), (B), AND (C) BELOW, THE CONTRACTOR SHALL INITIATE STABILIZATION MEASURES AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
   (A)WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASES IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE.
   (B)WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 21 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE A TO BE INITATED ON THAT PORTION OF THE SITE.
   (C) IN ARID AREAS (AREAS WITH AN AVERAGE ANNUAL RAINFALL OF 0-10 INCHES), SEMI-ARID AREAS (AREAS WITH AN AVERAGE ANNUAL RAINFALL OF 10-20 INCHES), AND AREAS EXPERIENCING DROUGHES WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY HAS TEMPORARILY OR PERMANENTLY CEASED IS PRECLUDED BY SEASONAL ARID CONDITIONS, STABILIZATION SHALL BE INITIATED AS SOON AS PRACTICABLE.
7. EROSION CONTROL STRUCTURES BELOW SODDED AREAS MAY BE REMOVED ONCE SOD AND FINAL LANDSCAPING IS IN PLACE. EROSION CONTROL STRUCTURES BELOW SEEDED AREAS MUST REMAIN IN PLACE UNTIL THE ENTIRE AREA HAS ESTABLISHED A MATURE COVERING OF HEALTHY VEGETATION. EROSION CONTROL IN PROPOSED PAVED AREAS SHALL REMAIN IN PLACE UNTIL PAVEMENT IS COMPLETE.
8. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE PAVED OR SEEDED PER PLAN.
9. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DUE TO UNFORSEEN PROBLEMS OR IF THE PLAN DOES NOT FUNCTION AS INTENDED, A REPRESENTATIVE OF THE LOCAL JURISDICTION MAY REQUIRE ADDITIONAL CONTROL DEVICES UPON INSPECTION OF PROPOSED FACILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING ANY NECESSARY CHANGES AND POSTING ANY UPDATES TO THE PLANS AND RECORDING CHANGES IN THE STORMWATER POLLUTION PLAN DOCUMENT.
10. THIS PLAN IS ONLY TO BE USED FOR INSTALLATION OF EROSION CONTROL FACILITIES. DO NOT USE THIS PLAN FOR FINISH GRADING OR STORM SEWER CONSTRUCTION.
11. THE CONTRACTOR SHALL AMEND THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) WHENEVER:
    – THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE, WHICH HAS A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO THE WATERS OF THE STATE AND WHICH HAS NOT OTHERWISE BEEN ADDRESSED IN THE PLAN;
    – INSPECTIONS OR INVESTIGATIONS BY SITE OPERATORS, LOCAL, STATE, OR FEDERAL OFFICIALS INDICATE THE SWPPP IS PROVING INEFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING POLLUTANTS FROM SOURCES INDENTIFIED UNDER PART II.D.1 OF THE PERMIT, OR IS OTHERWISE NOT ACHIEVING THE GENERAL OBJECTIVES OF CONTROLLING POLLUTANTS IN STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY; AND
    – A NEW CONTRACTOR AND/OR SUBCONTRACTOR WILL IMPLEMENT A MEASURE OF THE SWPPP IN ORDER TO IDENTIFY THEIR ROLE AND RESPONSIBILITY FOR THE SWPPP. AMENDMENTS TO THE PLAN MAY BE REVIEWED BY THE EXECUTIVE SECRETARY (OR AUTHORIZED REPRESENTATIVE) IN THE SAME MANNER AS PART II.B.2 OF THE PERMIT.
12. THE CONTRACTOR SHALL KEEP A RECORD OF THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR, WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE, AND WHEN STABILIZATION MEASURES ARE INITIATED, AND INCLUDE THIS INFORMATION IN THE SWPPP.
13. THE CONTRACTOR SHALL NOTE THAT FLUCTUATIONS OF THE GROUNDWATER TABLE MAY OCCUR DUE TO VARIOUS FACTORS NOT EVIDENT AT THE TIME OF PREPARATION OF THIS PLAN. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY DEWATERING PERMITS REQUIRED FOR THE PROJECT.
14. THE PROJECT SITE IN IN FLOOD ZONE "X" WHICH DENOTES AREAS OUTSIDE THE 0.2% ANNUAL CHANGE OF FLOOD.
15. THERE ARE NO SURFACE WATER FEATURES LOCATED ON THIS SITE.
16. THE TEMPORARY PARKING AND STORAGE AREA SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AREA, EQUIPMENT CLEANING AREA, EMPLOYEES BREAK AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES. THE CONTRACTOR SHALL CONTAIN AND TREAT ALL LEAKS AND SPILLS FROM ANY EQUIPMENT OR FACILITIES.
17. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, ETC.) SHALL BE DISPOSED OF IN A MANNER THAT PREVENTS CONTACT WITH STORM WATER DISCHARGES FROM THE SITE. CONCRETE TRUCK WASHING SHALL BE DONE AT THE LOCATION SHOWN.
18. MAINTAIN ON THE SITE OR HAVE READILY AVAILABLE SUFFICIENT OIL AND GREASE ABSORBING MATERIALS TO CONTAIN AND CLEANUP FUEL OR CHEMICAL SPILLS AND LEAKS.
19. FUGITIVE DUST BLOWING FROM THE SITE SHALL BE CONTROLLED BY SPRAYING WATER ON DRY AREAS OF THE SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS ABSOLUTELY PROHIBITED.
20. NO RUBBISH, TRASH, GARBAGE, OR OTHER SUCH MATERIALS SHALL BE DISCHARGED INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
21. ALL MEASURES PRESENTED IN THE SWPPP SHALL BE INITIATED AS SOON AS PRACTICABLE.
22. IF THE GRAVEL CONSTRUCTION ENTRANCES ARE NOT EFFECTIVE IN REMOVING THE MAJORITY OF DIRT OR MUD FROM THE TIRES OF THE CONSTRUCTION VEHICLES, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER THE PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
23. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
24. IF SOIL STOCKPILING IS EMPLOYED ON THE SITE, SILT FENCES SHALL BE USED TO HELP CONTAIN THE SEDIMENT.
25. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE DISPOSED OF WITHIN 30 DAYS AFTER FINAL STABILIZATION. FINAL STABILIZATION HAS OCCURRED WHEN ALL SOIL DISTURBING ACTIVITIES ARE COMPLETED AND A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70% OF THE COVER FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES HAS BEEN EMPLOYED.
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, STRAW BALES, ETC.) DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT.
27. ALL OFF-SITE CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY. THIS INCLUDES BACKFILLING OF TRENCHES FOR STORM DRAIN CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.
28. THE CONTRACTOR SHALL POST THESE PLANS AND THE SWPPP IN THE JOB TRAILER, LOG ALL CHANGES, AND UPDATE PLANS AND THE SWPPP AS REQUIRED.
29. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES (BMPS) AND CONFORM TO ALL CITY AND STATE REQUIREMENTS FOR EROSION CONTROL AND STORM WATER PROTECTION.
30. IN THE UNLIKELY EVENT THAT A PHASE DOES NOT IMPROVE ACCESS AND/OR AN ACCESS ROAD IS CONSTRUCTED, BEST MANAGEMENT PRACTICES SHALL BE APPLIED IN ANY TEMPORARY OR PERMANENT STRUCTURES OR ACCESS POINTS.
31. THE CONTRACTOR SHALL COMPLETE WEEKLY INSPECTION FORMS FOR THE CITY'S RECORDS, COVERING WEEKLY INSPECTIONS AND MAINTENANCE.
32. EXISTING PERIMETER FENCING TO ACT AS CONSTRUCTION FENCING. IF PERIMETER FENCING IS REMOVED, A CONSTRUCTION SHALL BE INSTALLED UNTIL A NEW FENCE OR WALL IS CONSTRUCTED.



Perspective View

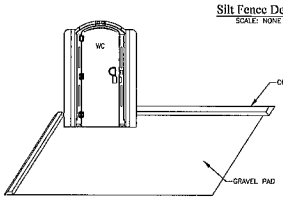


Section

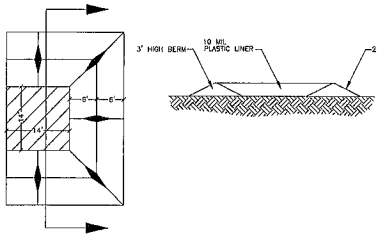
Silt Fence Notes:

1. WHERE POSSIBLE, LAYOUT THE SILT FENCE 5' TO 10' BEYOND THE TOE OF THE SLOPE.
2. ALIGN THE FENCE ALONG THE CONTOUR AS CLOSE AS POSSIBLE.
3. WHEN EXCAVATING THE TRENCH, USE MACHINERY THAT WILL PRODUCE NO MORE THAN THE DESIRED DIMENSIONS.
4. AVOID USING JOINTS ALONG THE FENCE AS MUCH AS POSSIBLE. IF A JOINT IS NECESSARY, SPLICE THE SILT FENCE AT A POST WITH A 6" OVERLAP AND SECURELY FASTEN BOTH ENDS TO THE POST.
5. MAINTAIN A PROPERLY FUNCTIONING SILT FENCE THROUGHOUT THE DURATION OF THE PROJECT OR UNTIL DISTURBED AREAS HAVE BEEN VEGETATED.
6. REMOVE SEDIMENT AS IT ACCUMULATES AND PLACE IT IN A STABLE AREA.
7. WHEN PLACING FENCE ON SLOPES STEEPER THAN 2:1 SEE SWPPP REPORT.

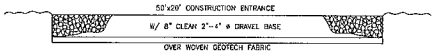
Silt Fence Detail
SCALE: NONE



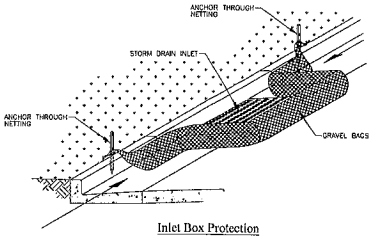
Portable Toilet
SCALE: NONE



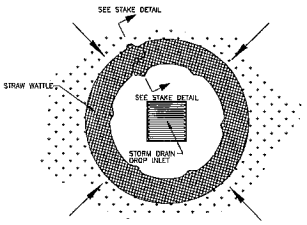
Concrete Washout Area
w/ 10 mil Plastic Liner
SCALE: NONE



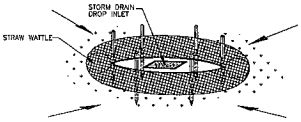
Cross Section 50' x 20' Construction Entrance



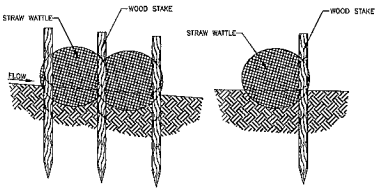
Inlet Box Protection



Plan View



Drop Inlet Protection



HUNT ENGINEERING, LLC
6619 Willow Creek Rd.
Mountain Green, UT 84050
C. 801.654.4724
thomas.hunt@hunt-engineering.com

Towns at City Center
1556 South 2000 West
Syracuse, UT

Erosion Control Details

Revisions	Date

ENGINEERS SEAL
PROFESSIONAL ENGINEER
THOMAS J. HUNT
09/15/2021
STATE OF UTAH

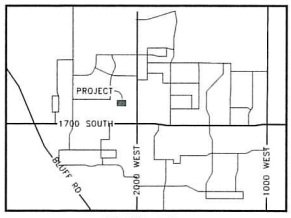
PROJECT INFO.

Engineer	T. HUNT
Drafter	T. HUNT
Start Date	6/11/2021
Name	Towns at City Center

SHEET	
9	9 SHEETS

TOWNS AT CITY CENTER SUBDIVISION

LOCATED IN THE SOUTH QUARTER CORNER AND CENTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
SYRACUSE CITY, DAVIS COUNTY, UTAH
AUGUST, 2021



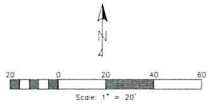
VICINITY MAP

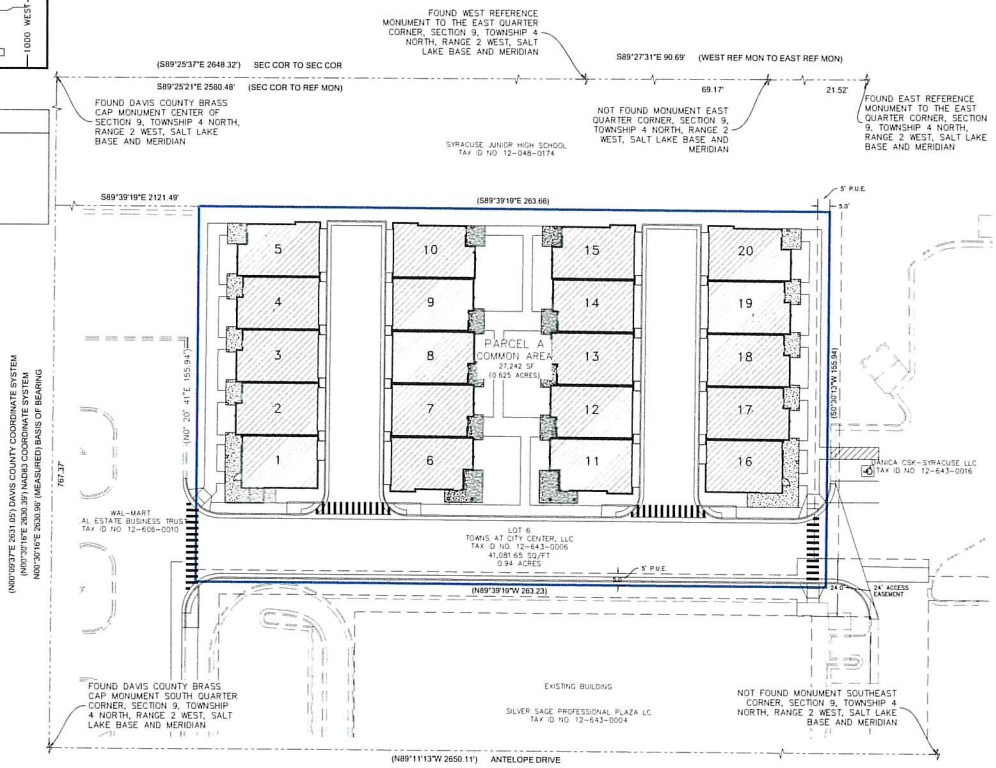
ADDRESSES

UNIT 1	UNIT 11
UNIT 2	UNIT 12
UNIT 3	UNIT 13
UNIT 4	UNIT 14
UNIT 5	UNIT 15
UNIT 6	UNIT 16
UNIT 7	UNIT 17
UNIT 8	UNIT 18
UNIT 9	UNIT 19
UNIT 10	UNIT 20

LEGEND

- PROPERTY LINE
- ROAD CENTERLINE
- TIE TO MONUMENT
- EASEMENT LINE
- SECTION CORNERS
- RECORD CALLS ( )
- COMMON AREA & PUE
- PRIVATE OWNERSHIP





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: TOWNS AT CITY CENTER 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 SOUTH QUARTER CORNER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOT 6, SYRACUSE RETAIL SUBDIVISION, SYRACUSE CITY, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, STATE OF UTAH.

CONTAINS 41,082 SQ/FT OR 0.94 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:

TOWNS AT CITY CENTER SUBDIVISION

THIS SHALL 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 STREETS.

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)

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

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

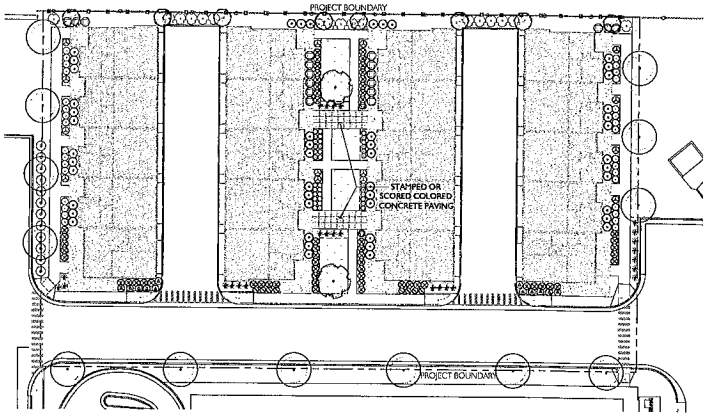
LANDSCAPE GENERAL NOTES

1. Contractor shall locate and verify the existence of all utilities within project area prior to commencement of work.
2. Do not commence planting operation until rough grading has been completed.
3. All plants shall bear the same relationship to finished grade as the original grade before digging.
4. All alterations to these drawings during construction shall be approved by the Project Representative and recorded on "as Built" drawings by the Contractor.
5. Pre-emergent herbicide shall be used prior to mulch placement.
6. All plant materials shall conform to the minimum guidelines established by the American Standard for Nursery Stock, published by the American Nursery Association, Inc.
7. All plants to be balled and burlapped or container grown, unless otherwise noted on the plant list.
8. Any proposed substitutions of plant species shall be made with plants of equivalent overall form, height, branching habit, flower, leaf color, fruit and culture only as approved by the Project Representative.
9. The Contractor shall locate and verify all existing utility lines prior to planting and shall report any conflicts to the Project Representative.
10. Submit location of all proposed planting for approval by the Landscape Architect prior to commencement of planting.
11. All turf areas shall receive four inches (4") of topsoil prior to planting. All shrub, groundcover, and perennial beds shall receive four inches (4") of topsoil prior to planting.
12. Submit topsoil report prepared by a qualified soil testing laboratory prior to soil placement. Topsoil shall meet the following mechanical analysis:
    Sand (0.05 - 2.0 mm Dia.) 20 - 70%
    Clay (0.002 - 0.05 mm Dia.) 20 - 70%
    The max. retained on a # 10 sieve will be 15 percent. the topsoil shall meet the following analysis criteria:
    pH Range of 5.5 to 8.2, a min. of 4% and max. of 8% organic matter content and free of stones ½" or larger. Soluble salts <2 dS/m or mmhos/cm and sodium absorption ration (sar) <6.
13. All tree rings and plant beds to receive mulch as specified in the Landscape Schedule.

LANDSCAPE SCHEDULE

QNTY	SCIENTIFIC NAME	COMMON NAME	SIZE
	DECIDUOUS TREES		
8	Carpinus betulus 'Franz Fontaine'	Columnar Hornbeam	2" Cal.
2	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	2" Cal.
13	Zelkova serrata 'Musashino'	Musashino Zelkova	2" Cal.
	EVERGREEN SHRUBS		
42	Buxus x 'Green Velvet'	Green Velvet Boxwood	3 Gal.
12	Mahonia aquifolium compacta	Compact Oregon Grape	3 Gal.
48	Prunus laurocerasus 'Otto Luykens'	Otto Luykens Laurel	5 Gal.
	DECIDUOUS SHRUBS		
32	Aronia melanocarpa Ground Hug	Ground Hug Chokeberry	2 Gal.
14	Caryopteris clandonensis 'First Choice'	First Choice Bluebird	2 Gal.
18	Euonymus alatus compacta	Dwf. Burning Bush	2 Gal.
2	Hydrangea paniculata 'Fire Light Tidbit'	Fire Light Tibit Hydrangea	2 Gal.
18	Rhamnus frangula x 'Fine Line'	Fine Line Buckthorn	2 Gal.
12	Rhus aromatica 'Autumn Amber'	Autumn Amber Sumac	2 Gal.
	ORNAMENTAL GRASSES		
26	Calamagrostis x acutiflo 'Karl Foerster'	Karl Foerster Feather Grass	1 Gal.
17	Miscanthus sinonds 'Gracillimus'	Slender Maiden Grass	1 Gal.
36	Sesleria autumnalis	Autumn Moorgrass	1 Gal.
	PERENNIALS, GROUNDCOVERS AND VINES		
8	Lavandula x intermedia 'Gros Bleu'	Gros Bleu French Lavender	1 Gal.
	TURF		
1,342 S.F.	Ohanihare Imperial Bluegrass		Sod
	MULCH		
	Bark Mulch, Medium, All Planters		3" Depth
	EDGING		
	Metal - Steel, 4" x 3/16", 3' Diameter Tree Rings in Turf		

B BUILDING LANDSCAPE GRADING- SECTION
NOT TO SCALE



A LANDSCAPE PLAN
SCALE: 1" = 20'-0" NORTH

STB DESIGN
LANDSCAPE ARCHITECTURE & LAND PLANNING
1375 E. PERRYS HOLLOW ROAD
SALT LAKE CITY, UTAH 84103
PHONE/FAX: 801 . 554 . 6146
SCOTT@STBDESIGN-LLC.COM

ISSUE DESCRIP.	DATE
	9.16.2021

#	REV. DESCRIPTION	DATE

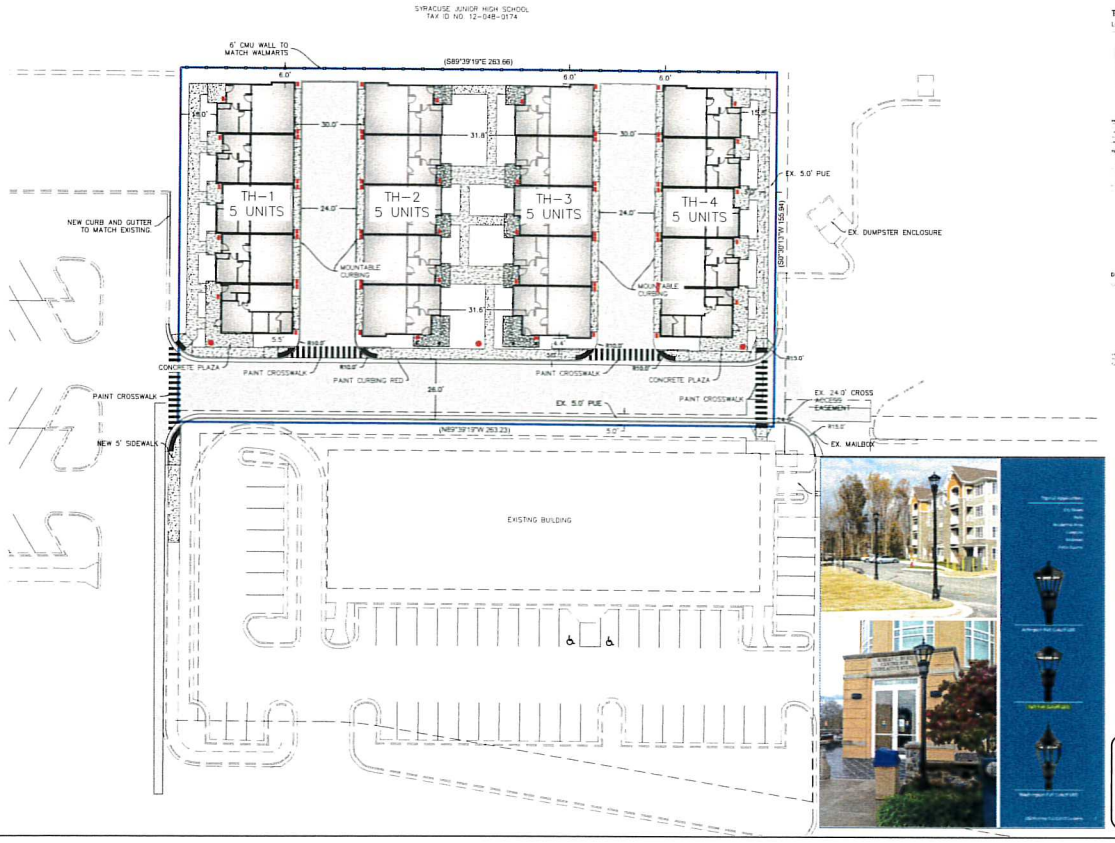
The drawing as an instrument of professional service, and shall not be used, in whole or part, for any other project without the written permission of SCOTT THOMAS BUNKER DESIGN L.L.C. Copyright © 2021

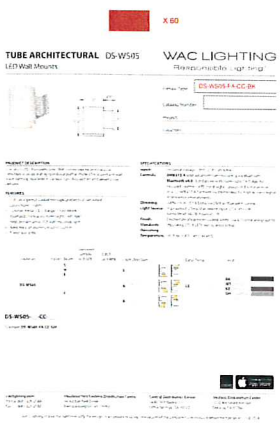
TOWNS at CITY CENTER
1536 SOUTH 2000 WEST
SYRACUSE, UTAH

LANDSCAPE PLAN

L101

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







HUNT ENGINEERING, LLC
ENGINEERING
6810 Willow Creek Rd.
Mountain Green, UT 84050
(435) 640-8724
Chelsea.hunt@hunt-engineering.com

Towns at City Center
1556 South 2000 West
Syracuse, UT

Overall Site Plan

Revisions	Date

ENGINEER'S STAMP
PROFESSIONAL ENGINEER
THOMAS J. HUNT
STATE OF UTAH

PROJECT INFO.

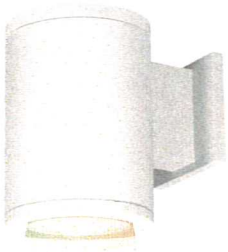
Engineer	T. HUNT
Drafter	T. HUNT
Start Date	8/17/2021
Name	Towns at City Center

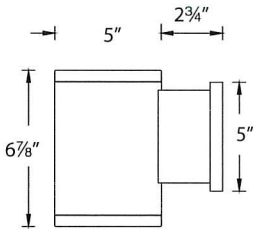
SHEET 4 of 8 SHEETS

TUBE ARCHITECTURAL DS-WS05

LED Wall Mounts

WAC LIGHTING
Responsible Lighting®





Fixture Type:

Catalog Number:

Project:

Location:

PRODUCT DESCRIPTION

The latest LED, Bluetooth, and DMX technology for precise color selection in an appealing cylindrical profile. Perfect for accent and wall wash lighting. Available in various light distribution and beam angle options.

FEATURES

- Full color gamut control through gradients of saturated colors from 1-100%
- Tunable White (CCT) Range: 1650-8000K
- Bluetooth control via ilumenight™ iOS App
- High performance LED wall mounted light
- Solid die cast aluminum construction
- 5 year warranty

SPECIFICATIONS

Input: Universal voltage 120V - 277V, 50/60Hz

Controls: **DMX512-A** with advanced commissioning via Bluetooth. **Bluetooth v4.0** - Configured with ilumenight™ iOS App for localized (within 150ft line of sight) groups of 8 luminaires or less. (DMX512-A hardwire recommended for high wireless signal interference environments).

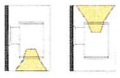
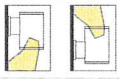
Dimming: 100%-1% in CCT & Color via DMX or Bluetooth control

Light Source: High output 2 Step Mac AdamEllipse LEDs, 90+ CRI
Rated life of 50,000 hours at L70

Finish: Electrostatically powder coated white, black, bronze and graphite

Standards: IP65 rated, ETL & cETL wet location listed

Operating Temperature: -40°F to 104°F (-40°C to 40°C)

	Diameter		Power	Beam	Delivered Lumens @ 3000K	CBCP @ 3000K	Light Direction		Color Temp	Finish
				S 15°	745	6186	**S** Straight up or down		**CC** Color Changing	**BK** Black
				N 25°	645	1951				**WT** White
				F 33°	620	1386				**BZ** Bronze
Single	**DS-WS05**	5″	31W				**A** Away from the wall			**GH** Graphite
				F	840	-				
							B Towards the wall			

DS-WS05-__-CC-___

Example: **DS-WS05-FA-CC-GH**

Download on the App Store

waclighting.com
Phone (800) 526.2588
Fax (800) 526.2585

Headquarters/Eastern Distribution Center
44 Harbor Park Drive
Port Washington, NY 11050

Central Distribution Center
1600 Distribution Ct
Lithia Springs, GA 30122

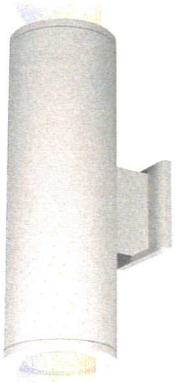
Western Distribution Center
1750 Archibald Avenue
Ontario, CA 91760

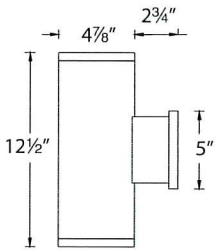
WAC Lighting retains the right to modify the design of our products at any time as part of the company's continuous improvement program. JUL 2018

TUBE ARCHITECTURAL DS-WD05

Color Changing LED Wall Mounts

WAC LIGHTING
Responsible Lighting®





Fixture Type: _____

Catalog Number: _____

Project: _____

Location: _____

PRODUCT DESCRIPTION

The latest LED, Bluetooth, and DMX technology for precise color selection in an appealing cylindrical profile. Perfect for accent and wall wash lighting. Available in various light distribution and beam angle options.

FEATURES

- Full color gamut control through gradients of saturated colors from 1-100%
- Tunable White (CCT) Range: 1650-8000K
- Bluetooth control via ilumenight™ iOS App
- High performance LED wall mounted light
- Solid die cast aluminum construction
- 5 year warranty

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Dimming: 100%-1% in CCT & Color via DMX or Bluetooth control

Light Source: High output 2 Step MacAdam Ellipse LEDs, 90+ CRI
Rated life of 50,000 hours at L70

Finish: Electrostatically powder coated white, black, bronze and graphite

Standards: IP65 rated, ETL & cETL wet location listed

Operating Temperature: -40°F to 104°F (-40°C to 40°C)

	Diameter	Power	Beam	Delivered Lumens @ 3000K	CBCP @ 3000K	Light Direction	Color Temp	Finish
			S 15°	735 x2	6186 x2	**S** Straight up or down		
			N 25°	645 x2	1951 x2			
			F 33°	630 x2	1386 x2			
Double	**DS-WD05**	*5"* *31W x2*	**F**	*840 x2*	-	**A** Away from the wall	**CC** *Color Changing*	**BK** *Black*
						B Towards the wall		**WT** *White*
						C One side each		**BZ** *Bronze*
								GH *Graphite*

DS-WD05-__-CC-___

Example: **DS-WD05-FA-CC-GH**

Download on the App Store

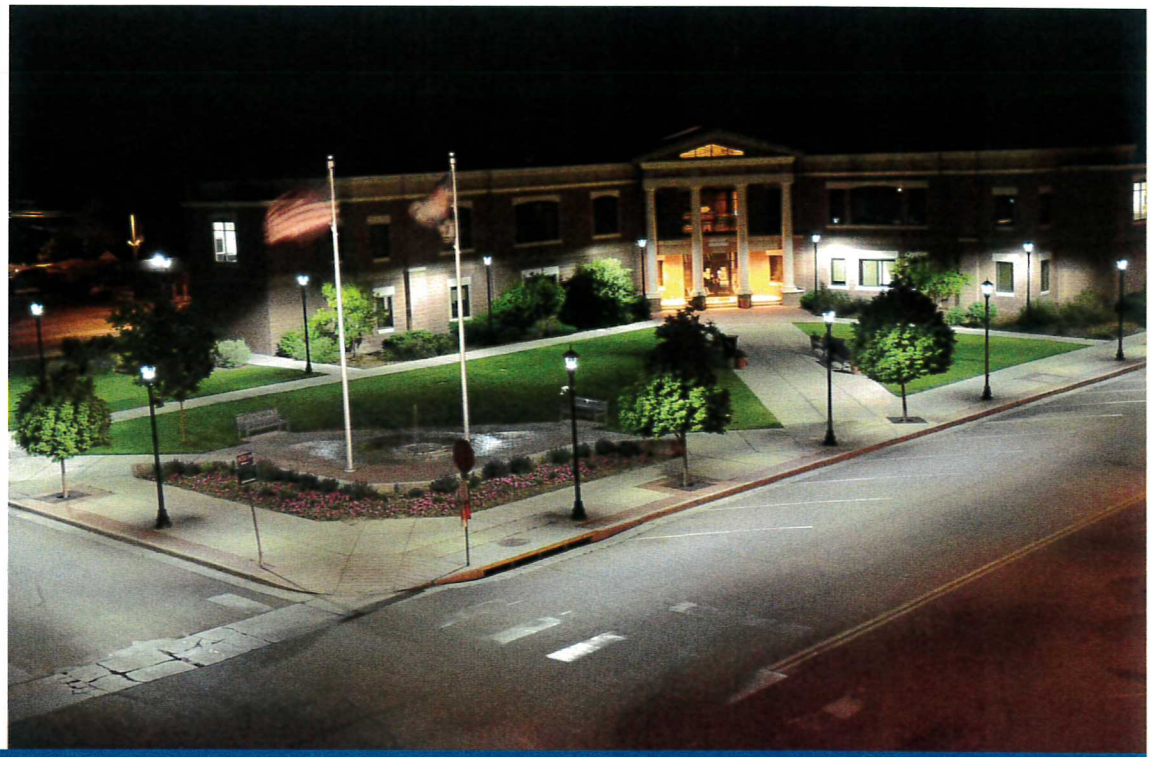
waclighting.com
Phone (800) 526.2588
Fax (800) 526.2585

Headquarters/Eastern Distribution Center
44 Harbor Park Drive
Port Washington, NY 11050

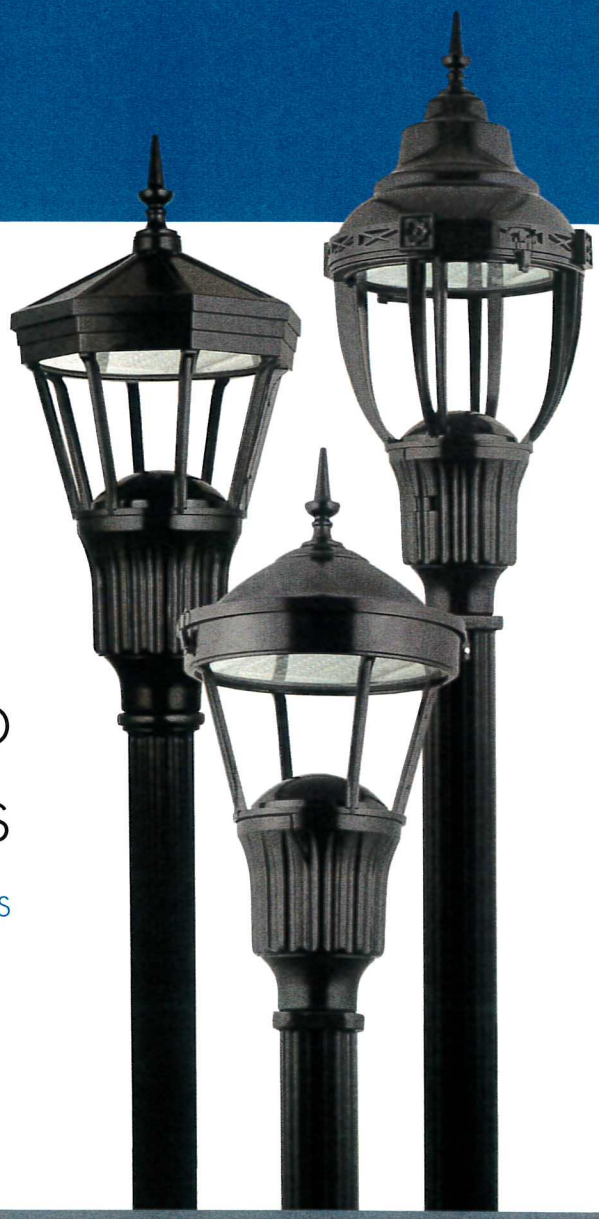
Central Distribution Center
1600 Distribution Ct
Lithia Springs, GA 30122

Western Distribution Center
1750 Archibald Avenue
Ontario, CA 91760

WAC Lighting retains the right to modify the design of our products at any time as part of the company's continuous improvement program. JUL 2018



HOLOPHANE®
LEADER IN LIGHTING SOLUTIONS



LED Post-Top Lanterns

Full Cutoff Series

www.holophane.com

Holophane® LED Post-top Full Cutoff Lanterns enhance your site by day while preserving dark skies at night.

The vintage styling of Holphane luminaires has adorned urban streets and parks since the early 20th century. Combining improved LED technology and timeless design, this series of utility luminaires features a "nighttime friendly" optical design to meet the modern needs of sustainable urban planning and energy management.

Holophane LED Post-top Full Cutoff Lanterns are designed to meet the IESNA requirements for full cut off classification and reduced impact on urban sky glow. With a wide range of distributions and lumen packages available in three classic form factors, these powerful LED lanterns are "feature-rich" and provide lighting designers with a high level of design flexibility in color temperature, optical distribution choices, and controls technology.

At a Glance

Three traditional daytime forms perfect for most downtown areas, historical districts and many other areas where the classic period styling is desired

Modern LED technology drives outstanding energy savings over HID incumbents –as much as 60% in most cases

Full Cutoff optics provide high visibility in the space while protecting the night skies from light pollution.

Four lighting distribution options to choose from for roadway and area lighting applications

Utility friendly features such as tool-less access and pre-wired terminal block mean simplified installation and maintenance

Optional Extreme Surge Protection Device safeguards your system from lightning strikes and voltage spikes

Optional DALI drivers are available upon request for a wide range of switchable and dimmable LED requirements.

Variety of color temperatures available, including 2700K and 3000K CCT for a warm light that provides higher color rendering (CRI) than HPS sources. Also - a wildlife friendly "true Amber" color is available for coastal applications.

Robust thermal management decreases heat to extend the life of the LED system to over 20 years

Updated controls options such as internal- or external-mounted 3 and 7-pin photo control, part-night dimming controls, factory-programmable drivers or our DLL Elite 20-year photocell

CSA Listed with proven testing to ensure safe, reliable operation

C US

NIGHTTIME FRIENDLY

Consistent with LEED® goals & Green Globes™ criteria for light pollution reduction





Typical Applications

City Streets

Parks

Residential Areas

Campuses

Walkways

Public Squares



Arlington Full Cutoff LED



Taft Full Cutoff LED



Washington Full Cutoff LED

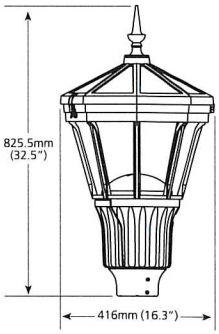


AUCL2

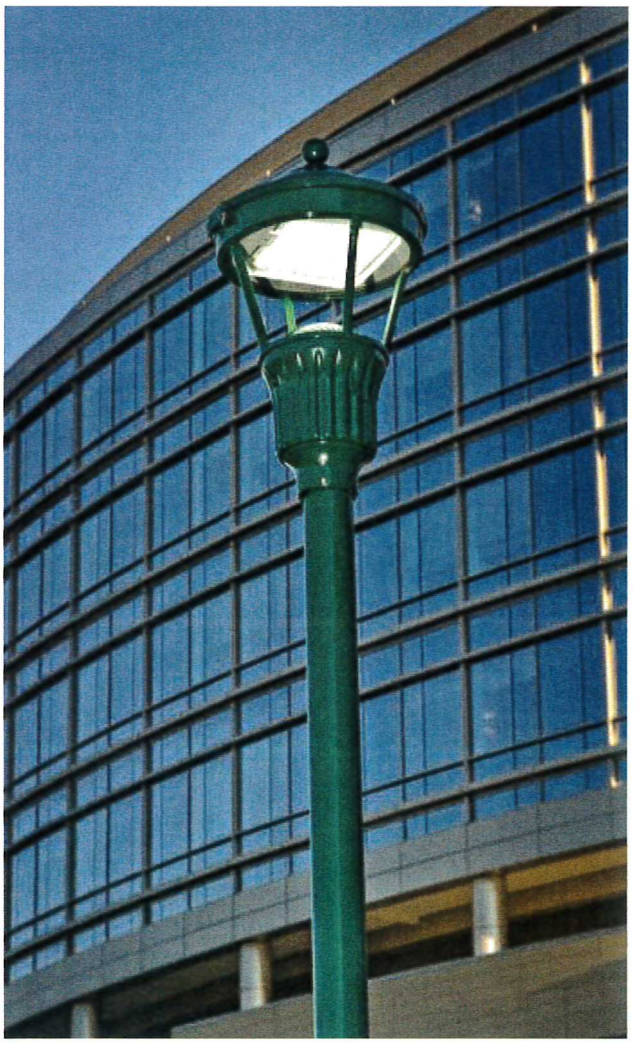
Arlington® Full Cutoff LED

The Arlington LED presents a classic octagonal form factor commonly desired in many period style architectural sites and streetscapes. Capitalizing on the Holophane heritage of over a century in optical excellence, the Arlington provides a classic form factor for daytime appeal and a comfortable light source that is nighttime-friendly for the environment.





AUCL2 | Arlington Full Cutoff LED
Max Weight: 18.43 kg (40 lbs)
Max EPA: 1.38 sqft

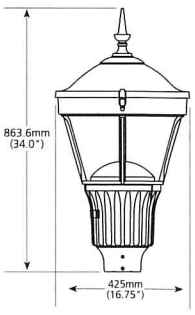


PUCL2

Taft Full Cutoff LED

When a round form factor is desired, the Taft LED offers an attractive, reliable solution for applications requiring full cutoff distributions. Decorative options are also available to customize your Taft LED further – choose from either of two finial tops or even configure your luminaire with an optional photocontrol receptacle.





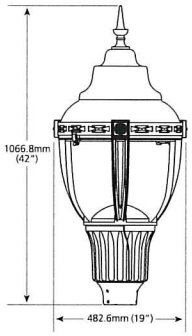
PUCL2 | Taft Full Cutoff LED
Max Weight: 17.69 kg (39 lbs)
Max EPA: 1.24 sqft

WFCL2

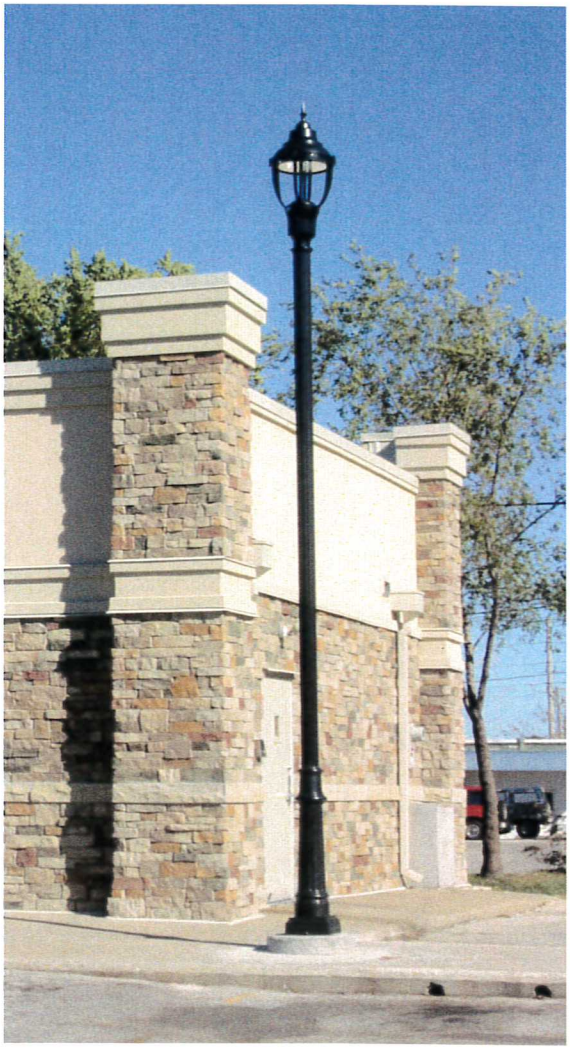
Washington Full Cutoff LED

With a slightly larger form factor than the Arlington or Taft series, the Washington provides a solution that scales up nicely with greater mounting heights. It also offers a more traditional acorn shape with more ornate decorative features. All of the Full Cutoff LED Series offer a diverse set of optical distributions and even a house-side shield option.





WFCL2 | Washington Full Cutoff LED
Max Weight: 25.6 kg (57 lbs)
Max EPA: 1.72 sqft

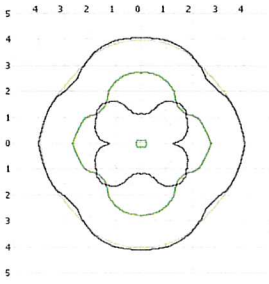


Avoid light trespass with house-side shield option

The Full Cutoff LED Series can eliminate not only upward sky-glow but it also is now available with an optional house-side shield to rectify problems arising from light trespass. The house-side shield feature can be purchased as a factory-installed option or installed later in the field if needed.

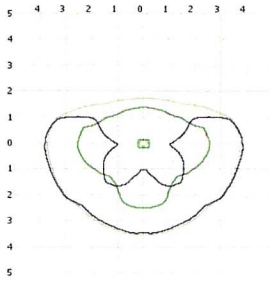
L5 ISO footcandle Plot

Without House-side Shield



BUG Rating B4-U0-G2

With House-side Shield



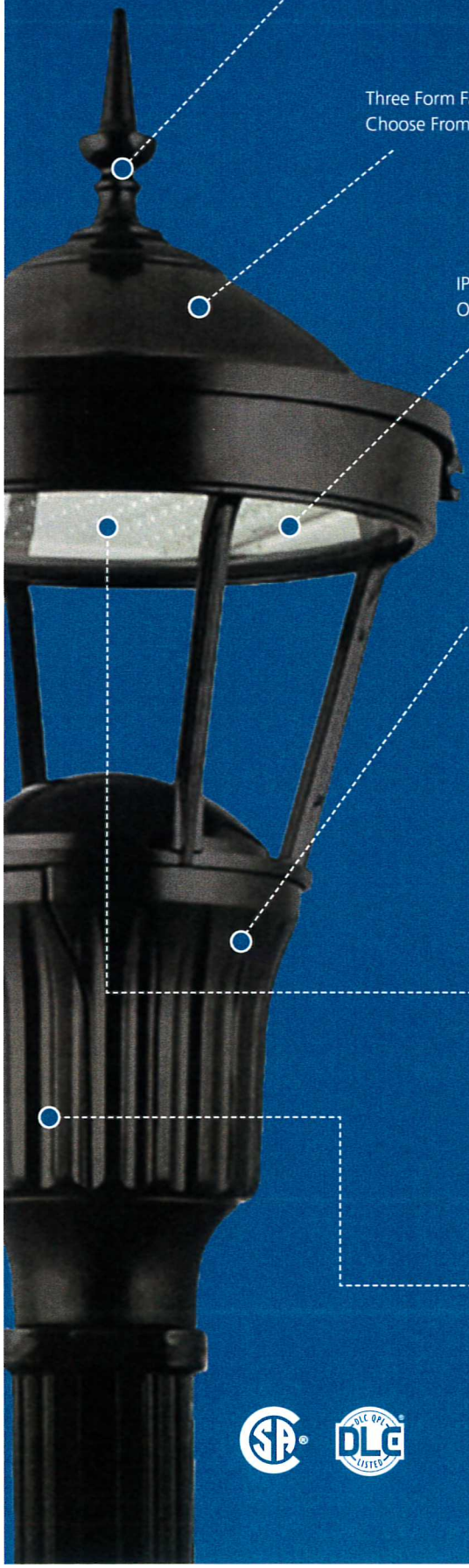
BUG Rating B2-U0-G2



LED Post-top Full Cutoff Lanterns

LED Post-top Full Cutoff LED

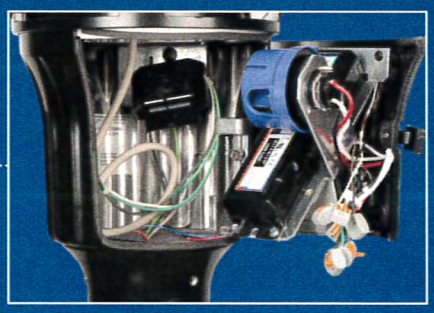
Period Style with Breakthrough Performance



+ **Full Cutoff Optics** provide performance while protecting the night skies from excessive light pollution
+ **Superior optical engineering** for maximum lighting efficiency and uniformity
+ **Designed for maximum thermal efficiency** to further enhance system life
+ **Utility friendly features** such as hinged door with tool-less latch entry and pre-wired terminal block
+ **Decorative options** and a wide choice of durable paint finishes to enhance your site or streetscape
+ **Controls options** include optional 3- or 7-pin photocontrol receptacle and factory programmed driver

High Performance LED Engine





Utility-friendly Design Features



Thermally Engineered for 20-Years Expected Service Life

Your choice of decorative finials or photo receptacle

The Full Cutoff LED Series is available with your choice of ball or spike finials, or you can replace the finial feature with an optional photocontrol receptacle. Rotatable twist-lock receptacles are available in either 3-pin or 7-pin configurations.







Ball Finial Spike Finial Photocontrol

Increase Savings with Controls

Enhancing energy savings by incorporating controls can save an additional 25% to 45% energy. Popular outdoor control strategies include dimming, scheduling and monitoring. Lowering energy consumption through the use of controls is a "green" solution too - helping to enhance sustainability and reducing the impact of oure carbon footprint.

The Foundation of Controls



Standards such as the Acuity Controls designed 7-pin photocontrol receptacle ensure future-proofing of your luminaire so that additional features and capabilities can be enabled as they become available.

DLL Elite



With superior LED inrush current protection and TRIAC-assisted relay, the DLL Elite LED photocontrol is designed to last as long as the LED lighting system itself - 20 years or longer.

DSN Wireless Network Controls



The DTL DSN solution combines the reliability of the DLL Elite photocontrol, designed for 20-year operating life, with the performance of the Itron network platform for unparalleled functionality and adaptive control of street lighting systems. Offers access to a multi-application platform, providing one network for critical infrastructure solutions like smart lighting, smart metering and other outdoor IoT technologies.

The Take Away

Multiple traditional daytime forms:

+ Arlington (AUCL2)
+ Taft (PUCL2)
+ Washington (WFCL2)

Variety of color temperatures (70CRI):

+ True Amber
+ 2700K CCT
+ 3000K CCT
+ 4000K CCT
+ 5000K CCT

A variety of optical distributions

+ Type 2: Full Cutoff
+ Type 3: Full Cutoff
+ Type 4: Full Cutoff
+ Type 5: Full Cutoff
+ House-Side Shielding option

Controls options:

+ 3 pin (internal or external)
+ 7 pin (internal or external)
+ DLL Elite 20-year photocell
+ ROAM networked controls

Customize lumen output:

+ Factory Programed Driver (FPD)

Variety of durable color finishes:

+ Black
+ Gray
+ Graphite
+ Green
+ White
+ Bronze
+ Custom Match



HOLOPHANE®
LEADER IN LIGHTING SOLUTIONS

Acuity Brands Lighting, Inc.

Holophane Headquarters, 3825 Columbus Road, Granville, OH 43023

Acuity Brands Lighting Canada, Inc., 35B Minthorn Blvd., Markham, ON., L3T 7N5

Holophane, S.A. de C.V., Km. 31 Carretera Mexico-Cuautitlan 54900 Tultitlan Edo. De Mexico

Contact your local Holophane factory sales representative for application assistance, and computer-aided design and cost studies.

Warranty Five-year limited warranty. Full warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

Visit our web site at www.holophane.com

Product specifications may change without notice. Please contact your local Holophane factory sales representative for the latest product information.

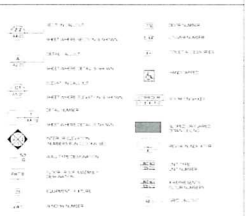
LED Energy Savings over HID Based on Wattage

HID LAMP TYPE	INPUT WATTS	LED PERFORMACE PACKAGE	INPUT WATTS	MINIMUM ENERGY SAVINGS
70W HPS	91	P10 (3K)	35	**62%**
100W HPS	129	P20 (3K)	35	**73%**
150W HPS	185	P30 (3K)	76	**60%**
175W HPS	198	P40 (4K)	102	**48%**
250W HPS	295	P50 (4K)	141	**52%**

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AcuityBrands.

GRAPHIC SYMBOLS



Towns at City Center

1556 S 2000 W,
Syracuse, Utah

DEFERRED SUBMITTALS

- ENGINEERED ROOF TRUSS PACKAGE
- GAS LINE DIAGRAM

Area Schedule (Unit 'A')

Name	Area
Level 1	424 SF
Level 2	763 SF
Level 3	708 SF
	1895 SF

Area Schedule (Unit 'B')

Name	Area
Level 1	287 SF
Level 2	771 SF
Level 3	710 SF
	1768 SF

Area Schedule (Unit 'C')

Name	Area
Level 1	282 SF
Level 2	795 SF
Level 3	703 SF
	1780 SF



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DESIGN CRITERIA

Codes and Ordinances Used by Syracuse City:
2018 International Residential Code
2018 International Fire Code
2018 International Plumbing Code
2018 International Mechanical Code
2017 National Electrical Code

Seismic: Seismic Design Category = D2

Wind speed: 90 MPH, Exposure C

Soils: Frost Depth = 2'-6"

Loads: Ground snow load = 30 PSF

Pressures = 1,500 psf (assumed)

SHEET INDEX

G000	Cover Sheet
G001	General Notes
G002	General Notes
C1	Civil Cover Sheet
C2	Notes & Legend Sheet
C3	Demolition Plan
C4	Site Plan
C5	Grading & Utility Plan
C6	Civil Details
C7	Erosion Control Plan
C8	Erosion Control Details
A101	Composite Plans
A102	Level 1 Floor Plans
A103	Level 2 Floor Plans
A104	Level 3 Floor Plans
A201	Elevations - TH-4
A202	Elevations - TH-4
A203	Renderings - TH-4
A301	Sections
A302	Sections
A303	Party Wall Details
A401	Roof Plan
A501	Miscellaneous Details
A502	Miscellaneous Details
A503	Miscellaneous Details
A504	Miscellaneous Details
S1	Footing/Foundation Plan
S2	Second Floor Framing Plan
S3	Third Floor Framing Plan
S4	Roof Framing Plan
SD1	Structural Details
SD2	Structural Details
SD3	Structural Notes & Schedules
E101	Level 1 Electrical Plan
E102	Level 2 Electrical Plan
E103	Level 3 Electrical Plan

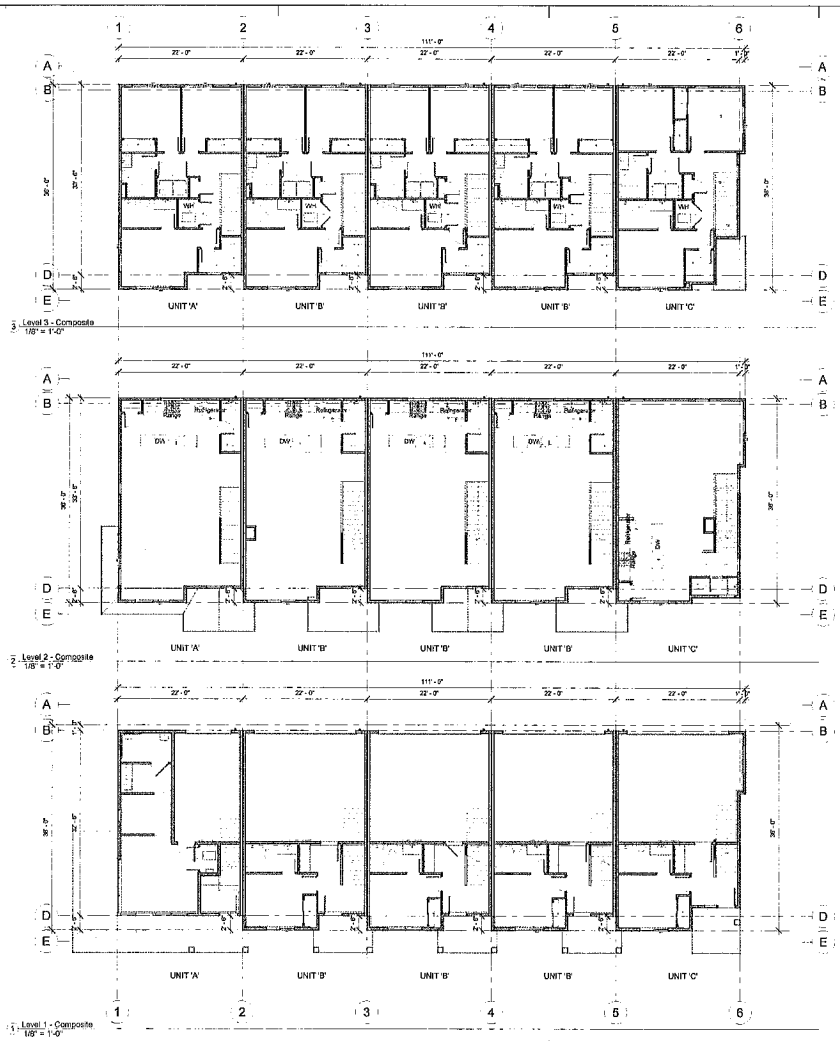
Towns at City Center
(Bldg. TH-1 & TH-4)
Cover Sheet

Project number	Project Numb
Date	April 24, 2012
Drawn by	Auth
Checked by	Check

G000

Scale: As indicate

8/24/2021 8:40:29 AM



3 Level 3 - Composite
1/8" = 1'-0"

2 Level 2 - Composite
1/8" = 1'-0"

1 Level 1 - Composite
1/8" = 1'-0"

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KEYNOTES

Area Schedule (Unit 'A')	
Name	Area
Level 1	424 SF
Level 2	763 SF
Level 3	709 SF
	1895 SF

Area Schedule (Unit 'B')	
Name	Area
Level 1	287 SF
Level 2	771 SF
Level 3	710 SF
	1768 SF

Area Schedule (Unit 'C')	
Name	Area
Level 1	282 SF
Level 2	765 SF
Level 3	703 SF
	1780 SF

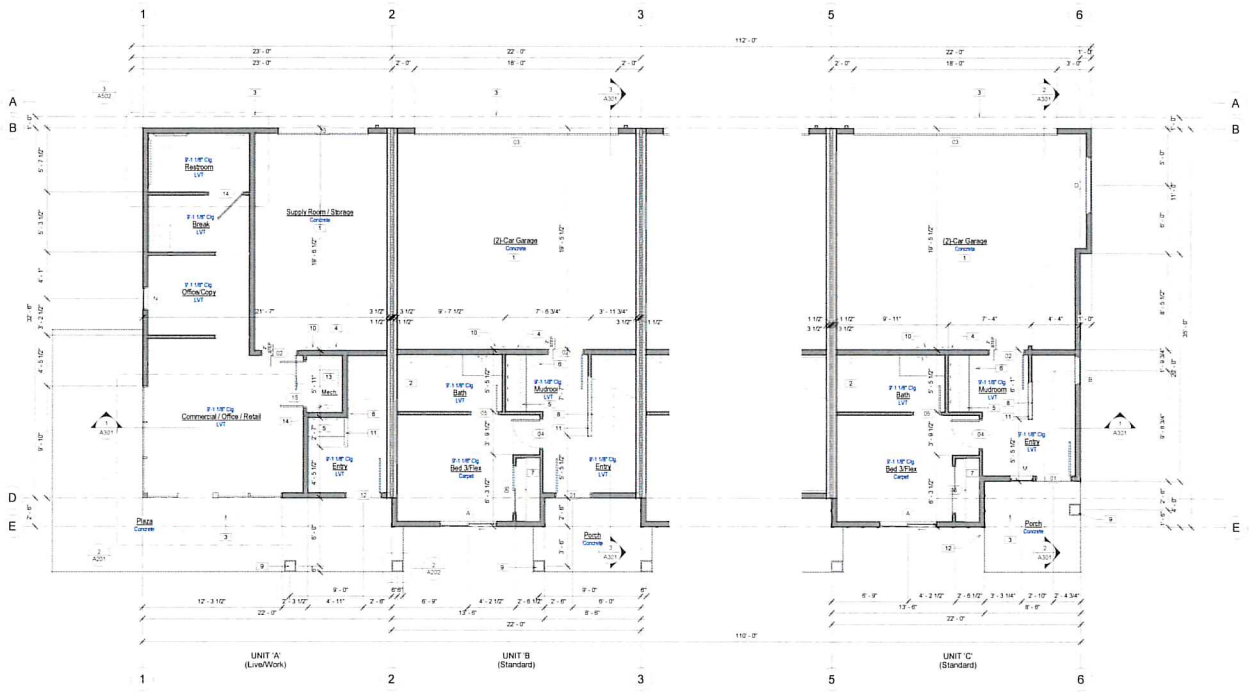
Towns at City Center
(Bldg. TH-1 & TH-4)
Composite Plans

Project number	Project Numb
Date	April 24, 201
Drawn by	Auth
Checked by	Checke

A101

Scale 1/8" = 1'-0

9/24/2019 9:38:37 AM



1 Level 1 - CD
1/4" = 1'-0"

Door Schedule

Type Mark	Width	Height	Model	Comments
01	3' - 0"	6' - 0"	ENTRY	TEMPERED
02	3' - 0"	6' - 8"	ENTRY	20-MIN. RATED, INSULATED
03	16' - 0"	6' - 8"	O-H GARAGE	
04	2' - 6"	6' - 8"	SINGLE	
05	2' - 4"	6' - 8"	SINGLE	
06	4' - 0"	6' - 8"	BI-PASS	
07	2' - 4"	6' - 8"	SINGLE	
08	2' - 6"	6' - 8"	SINGLE	
09	4' - 0"	6' - 8"	BI-PASS	
10	5' - 0"	6' - 8"	DOUBLE	
11	4' - 0"	6' - 8"	DOUBLE	GASKETED
12	3' - 0"	7' - 0"	ENTRY	TEMPERED
13	9' - 0"	9' - 0"	O-H GARAGE	
14	3' - 0"	6' - 8"	SINGLE	
15	4' - 0"	6' - 8"	DOUBLE	GASKETED
16	5' - 0"	6' - 8"	BI-PASS	

Window Schedule

Type Mark	Width	Height	Model	Comments
A	5' - 0"	6' - 0"	SLIDER	
B	2' - 6"	5' - 0"	FIXED	TEMPERED
C	2' - 6"	5' - 0"	FIXED	
D	5' - 0"	2' - 0"	FIXED	
E	3' - 0"	5' - 0"	FIXED	TEMPERED
G	2' - 6"	6' - 0"	FIXED	
H	3' - 0"	3' - 0"	FIXED	
J	2' - 6"	2' - 6"	FIXED	
K	5' - 0"	5' - 0"	SLIDER	
L	4' - 0"	1' - 6"	FIXED	
M	2' - 0"	6' - 0"	FIXED	TEMPERED
N	2' - 0"	5' - 0"	CASEMENT	
P	2' - 0"	6' - 0"	FIXED	
Q	6' - 0"	6' - 0"	SLIDER	
R	6' - 0"	5' - 0"	SLIDER	
S	2' - 0"	5' - 0"	SHAVING	

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KEYNOTES

Keynote Legend

Key	Keynote Text
1	1-HOUR FIRE RATED GARAGE - INSTALL 5/8" TYPE X GYP BOARD ON AREAS BELOW LIVABLE SPACE. 1/2" GYP BOARD ALL ELSE. ALL JOINTS TO BE TAPED
2	30" FIBERGLASS TUB/SHOWER COMBO. PROVIDE A NON-ABSORBENT SURFACE THAT SHALL EXTEND TO A MINIMUM 6' ABOVE THE FLOOR PER IRC R307.2
3	LINE OF FLOOR ABOVE
4	ELECTRICAL PANEL 150AMP SERVICE. VERIFY AND COORDINATE WITH ELECTRICIAN
5	BUILT-IN BENCH W/ SHELF & COAT HOOKS ABOVE
6	HATCH PATTERN DENOTES 12" HVAC CEILING DROP. COORDINATE WITH MECHANICAL DESIGNER
7	15-16" SHELVES
8	1 - 1/2" DIAMETER HANDRAIL @ 34" RETURN ENDS TO WALL
9	BUILT-OUT HARDIE COLUMN. SEE DETAIL
10	SEMI-RECESSED LOW VOLTAGE BOX
11	42" HIGH WALL W/ MDF CAP OR RAILING SYSTEM W/ MAX. CLEARANCE AT BALUSTERS
12	HOSE BIBB WITH ANTI-SIPHON DEVICE
13	MECHANICAL ROOM SHALL BE SEALED AND INSULATED IN ACCORDANCE WITH THE ENVELOPE REQUIRMENTS OF TABLE R402.1.2 WHERE THE WALLS, FLOOR, AND CEILINGS SHALL NOT MEET NOT LESS THAN THE BASEMENT WALL R-VALUE REQUIREMENT. THE DOOR INTO THE ROOM SHALL BE FULLY WEATHERSTRIPPED. 24 GUAGE (OR EQUAL) PAN (S) DRAINS CONDENSATE DRAIN AND TIE INTO ADJACENT PLUMBING STACK. 30" MINIMUM 18" FT WORKING SPACE. SECURE AS REQUIRED. INSTALL SEISMIC TIES AT JUM
14	ON-DEMAND GAS WATER HEATER

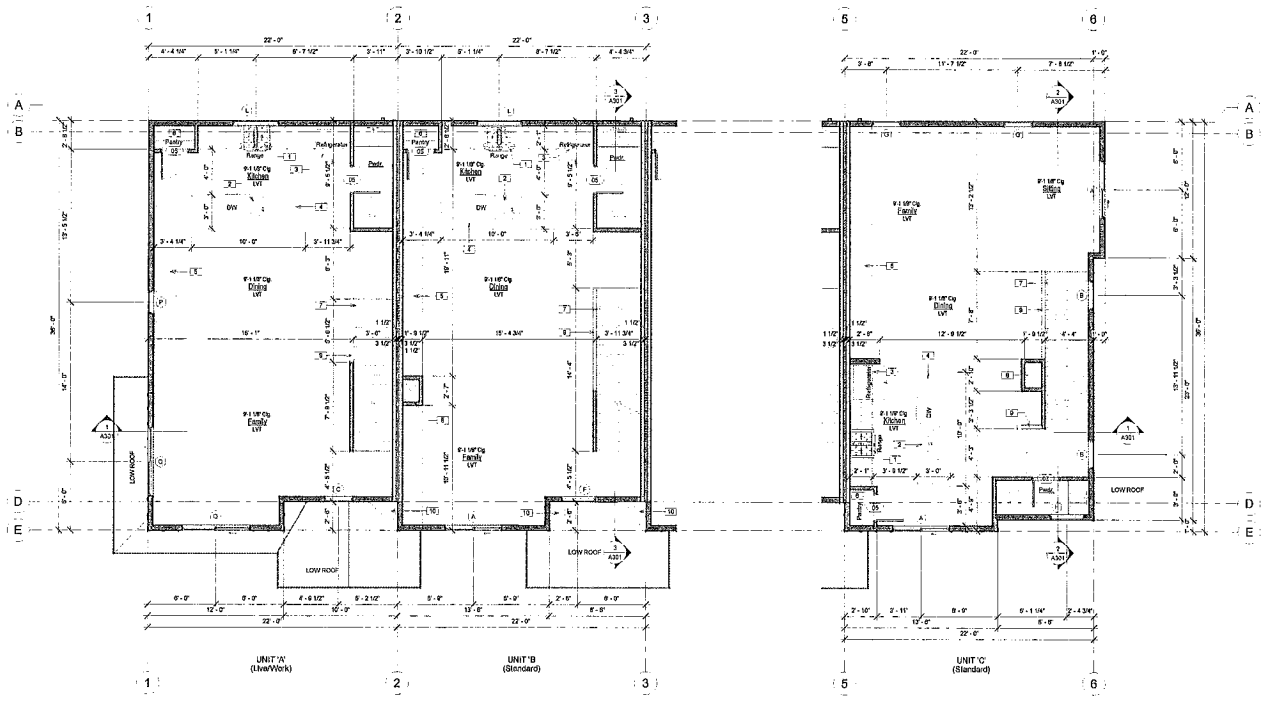
Towns at City Center
(Bldg. TH-1 & TH-4)
Level 1 Floor Plans

Project number	Project Numb
Date	April 24, 2012
Drawn by	Auth
Checked by	Checke

A102

Scale 1/4" = 1'-0

8/24/2021 9:36:35 AM



1 Level 2 - CD
1/4" = 1'-0"

Door Schedule

Type Mark	Width	Height	Model	Comments
01	3' - 0"	8' - 0"	ENTRY	TEMPERED
02	3' - 0"	8' - 0"	ENTRY	20 MIN. RATED INSULATED
03	16' - 0"	8' - 0"	O.H. GARAGE	
04	2' - 6"	8' - 0"	SINGLE	
05	2' - 4"	8' - 0"	SINGLE	
06	4' - 0"	8' - 0"	BI-PASS	
07	2' - 6"	6' - 8"	SINGLE	
08	2' - 6"	6' - 8"	SINGLE	
09	4' - 0"	6' - 8"	BI-PASS	
10	5' - 0"	6' - 8"	DOUBLE	
11	4' - 0"	6' - 8"	DOUBLE	GASKETED
12	3' - 0"	7' - 0"	ENTRY	TEMPERED
13	9' - 0"	9' - 0"	O.H. GARAGE	
14	3' - 0"	8' - 0"	SINGLE	
15	4' - 0"	8' - 0"	DOUBLE	GASKETED
16	5' - 0"	6' - 8"	BI-PASS	

Window Schedule

Type Mark	Width	Height	Model	Comments
A	5' - 0"	5' - 0"	SLIDER	
B	2' - 8"	5' - 0"	FIXED	TEMPERED
C	2' - 8"	5' - 0"	FIXED	
D	3' - 0"	2' - 0"	FIXED	
F	9' - 0"	5' - 0"	FIXED	TEMPERED
G	2' - 8"	6' - 0"	FIXED	
H	3' - 0"	3' - 0"	FIXED	
J	2' - 0"	2' - 6"	FIXED	
K	9' - 0"	5' - 0"	SLIDER	
L	4' - 0"	1' - 6"	FIXED	
M	2' - 0"	5' - 0"	FIXED	TEMPERED
N	2' - 0"	5' - 0"	CASEMENT	
P	2' - 0"	6' - 0"	FIXED	
Q	6' - 0"	6' - 0"	SLIDER	
R	6' - 0"	5' - 0"	SLIDER	
S	2' - 0"	3' - 0"	CASING	

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KEYNOTES

Keynote Legend

Key	Keynote Text
1	FREE-STANDING RANGE. VERIFY UTILITY W/ OWNER VENT TO EXTERIOR
2	SINK WITH DISPOSAL
3	36" REFRIGERATOR/FREEZER SPACE
4	36" HIGH BAR COUNTER
5	HATCH PATTERN DENOTES 12" HVAC CEILING DROP. COORDINATE WITH MECHANICAL DESIGNER
6	15x16" SHELVES
7	1 - 1/2" DIAMETER HANDRAIL @ 34" RETURN ENDS TO WALL
8	HVAC CHASE. COORDINATE W/ MECHANICAL SUBCONTRACTOR FOR MINIMUM REQUIREMENTS
9	42" HIGH WALL W/ MOP CAP OR RAILING SYSTEM W/ 4" MAX. CLEARANCE AT BALUSTERS
10	PROVIDE ROOF CRICKET AS REQUIRED FOR PROPER DRAINAGE

Towns at City Center
(Bldg. TH-1 & TH-4)
Level 2 Floor Plans

Project number: Project Numbe
Date: April 24, 2012
Drawn by: Auth
Checked by: Checke

A103

Scale: 1/4" = 1'-0

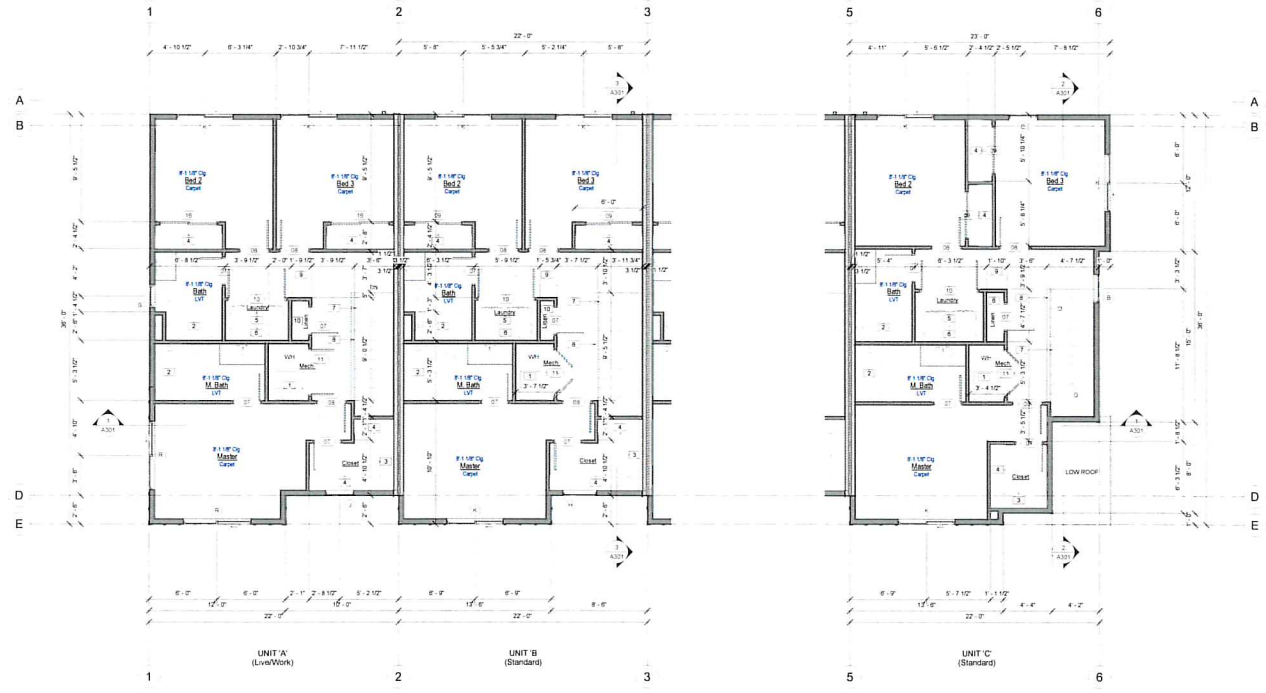
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Door Schedule

Type Mark	Width	Height	Model	Comments
01	3' - 0"	6' - 0"	ENTRY	TEMPERED
02	3' - 0"	6' - 0"	ENTRY	20 MIN. RATED, INSULATED
03	16' - 0"	6' - 0"	O.H. GARAGE	-
04	2' - 6"	6' - 0"	SINGLE	-
05	2' - 4"	6' - 0"	SINGLE	-
06	4' - 0"	6' - 0"	BI-PASS	-
07	2' - 4"	6' - 8"	SINGLE	-
08	2' - 6"	6' - 8"	SINGLE	-
09	4' - 0"	6' - 8"	BI-PASS	-
10	5' - 0"	6' - 8"	DOUBLE	-
11	4' - 0"	6' - 8"	DOUBLE	GASKETED
12	3' - 0"	7' - 0"	ENTRY	TEMPERED
13	8' - 0"	8' - 0"	O.H. GARAGE	-
14	3' - 0"	8' - 0"	SINGLE	-
15	4' - 0"	8' - 0"	DOUBLE	GASKETED
16	5' - 0"	8' - 0"	BI-PASS	-

Window Schedule

Type Mark	Width	Height	Model	Comments
A	5' - 0"	6' - 0"	SLIDER	
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C	2' - 6"	5' - 0"	FIXED	
D	5' - 0"	2' - 0"	FIXED	
F	3' - 2"	5' - 0"	FIXED	TEMPERED
G	2' - 6"	6' - 0"	FIXED	
H	3' - 2"	3' - 0"	FIXED	
J	2' - 6"	2' - 6"	FIXED	
K	5' - 0"	5' - 0"	SLIDER	
L	4' - 0"	1' - 6"	FIXED	
M	2' - 0"	6' - 0"	FIXED	TEMPERED
N	2' - 0"	5' - 0"	CASEMENT	
P	2' - 0"	6' - 0"	FIXED	
Q	5' - 0"	6' - 0"	SLIDER	
R	6' - 0"	5' - 0"	SLIDER	
S	2' - 0"	5' - 0"	S-HUNG	



1 Level 3 - CD
1/4" = 1'-0"

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KEYNOTES

Keynote Legend

Key	Keynote Text
1	MECHANICAL ROOM SHALL BE SEALED AND INSULATED IN ACCORDANCE WITH THE ENVELOPE REQUIREMENTS OF TABLE R402.1.2 WHERE THE WALLS, FLOOR, AND CEILINGS SHALL NOT MEET NOT LESS THAN THE BASEMENT WALL R-VALUE REQUIREMENT. THE DOOR INTO THE ROOM SHALL BE FULLY GASKETED. PROVIDED 24 GUAGE OR EQUAL PAN W/ DRAIN & CONDENSATE DRAIN AND TIE INTO ADJACENT PLUMBING STACK - SLOPE MINIMUM 1/4" PROVIDE CONNECTION AS AS REQUIRED. INSTALL SEISMIC TIES AT W/H
2	30" FIBERGLASS TUB/SHOWER COMBO PROVIDE A NON-ABSORBENT SURFACE THAT SHALL EXTEND TO A MINIMUM 6' ABOVE THE FLOOR PER IRC R307.2
3	12" ROD & SHELF
4	ROD & SHELF
5	WASHER & DRYER SPACE. PROVIDED PLUMBING & 60x32 PAN WITH DRAIN
6	11-1/4" SHELF ABOVE
7	1-1/2" DIAMETER HANDRAIL @ 34" RETURN ENDS TO WALL
8	42" HIGH WALL W/ MOF CAP OR RAILING SYSTEM W/ 4" MAX. CLEARANCE AT BALUSTERS
9	22" x 30" ATTIC ACCESS
10	11-1/2" SHELVES

Towns at City Center

(Bldg. TH-1 & TH-4)

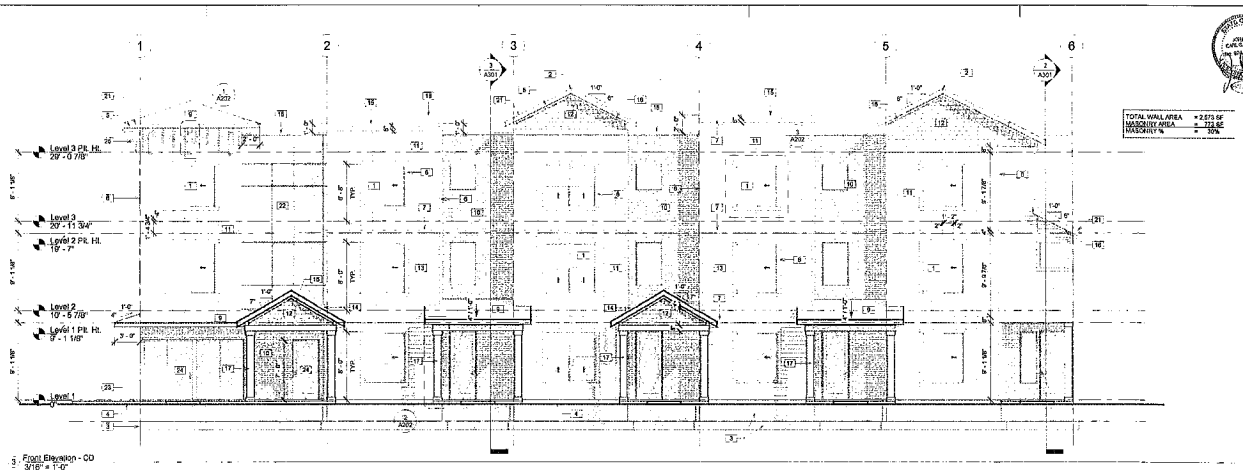
Level 3 Floor Plans

Project number	Project Numbe
Date	April 24, 2012
Drawn by	Auth
Checked by	Checke

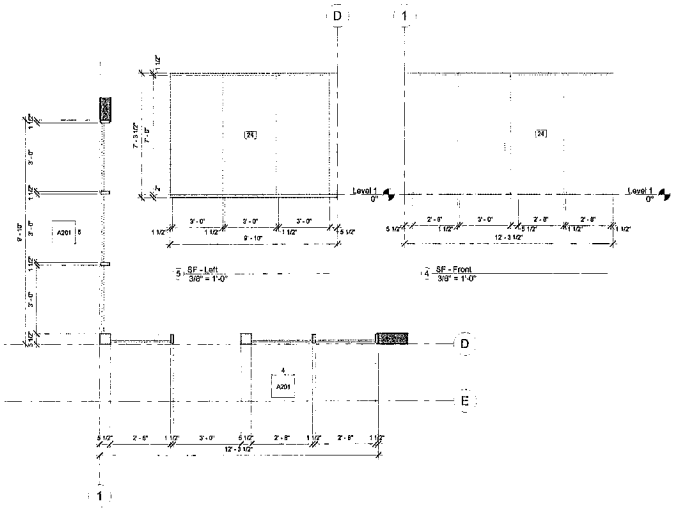
A104

Scale 1/4" = 1'-0

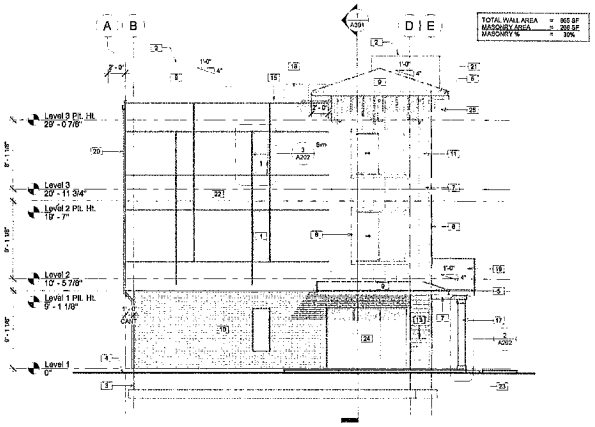
8/24/2021 9:38:44 AM



3 Front Elevation - CD
3/16" = 1'-0"



2 Storefront Plan
1/2" = 1'-0"



1 Left Elevation - CD
3/16" = 1'-0"

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4489 W 5775 S, HOOPER, UT 84315
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DeseretHomeDesign@gmail.com

KEYNOTES

Keynote Legend

Key	Keynote Text
1	DOUBLE INSULATED LOW-E WINDOWS
2	RIDGE VENT-8 AS REQUIRED (1/300th ATTIC AREA)
3	CONCRETE FOUNDATION BELOW GRADE
4	FINISH GRADE
5	ALUMINUM-WRAPPED BUILT-UP FASCIA & SOFFIT W/ VENTS AS REQUIRED (1/300th ATTIC AREA)
6	4" CORBEN TRIM
7	HARDIE PLANK ON TRIM AS SHOWN
8	18" WINDOW / DOOR TRIM AT HARDIE SIDING LOCATIONS AS SHOWN - TYPICAL
9	STANDING SEAM METAL ROOFING
10	ADHERED THIN BRICK VENEER
11	HARDIE BOARD & BATTEN SIDING
12	HARDIE SHAKE SIDING
13	HARDIE LAP SIDING 7" EXPOSURE
14	PROVIDE ROOF CRICKET AS REQUIRED
15	METAL CAP FLASHING AT PARAPET
16	HARDIE FRIEZE BOARD AT GABLE EAVES
17	BUILT-OUT HARDIE SOLDIER COURSE DETAIL
18	ROOF MOUNTED A/C UNIT
19	"ARCHITECTURAL GRADE ASPHALT SHINGLE ROOFING
20	ROOF SCUPPER AND DOWNSPOUT
21	METAL DRIP EDGE
22	HARDIE PANEL SIDING W/ PANEL JOINTS AS SHOWN
23	CONCRETE PAD AT EXTERIOR DOOR LOCATIONS
24	ALUMINUM STOREFRONT WINDOW/DOOR SYSTEM
25	DECORATIVE WOOD BRACKET

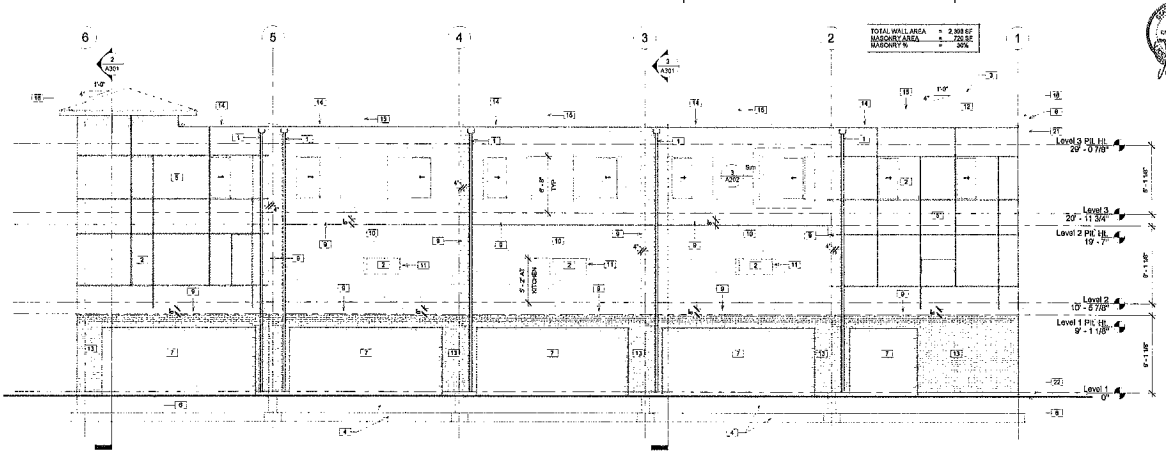
Towns at City Center
(Bldg. TH-1 & TH-4)
Elevations - TH-4

Project Number	Project Numb
Date	April 24, 2019
Drawn by	DH
Checked by	DH

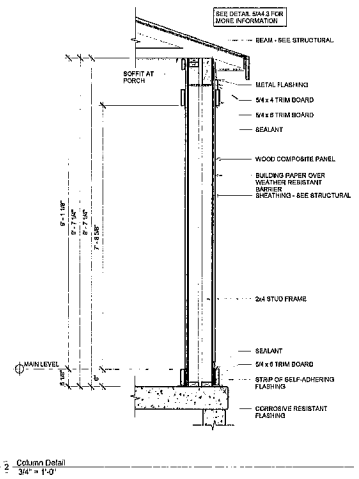
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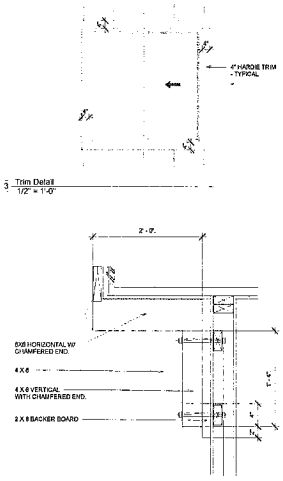
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6 Rear Elevation - CD
3/16" = 1'-0"

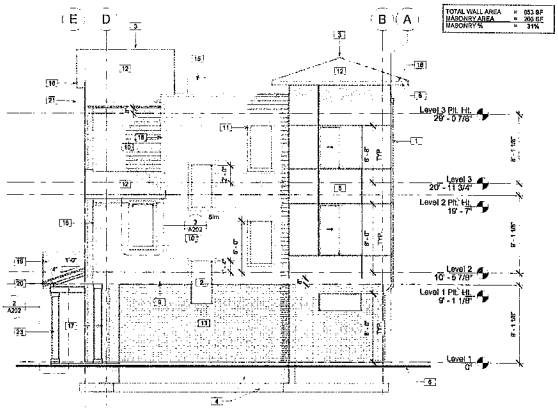


2 Column Detail
3/4" = 1'-0"



3 Trim Detail
1/2" = 1'-0"

1 Bracket Detail
1 1/2" = 1'-0"



4 Right Elevation - CD
3/16" = 1'-0"

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KEYNOTES

Keynote Legend

Key	Keynote Text
1	ROOF SCUPPER AND DOWN SPOUT
2	DOUBLE INSULATED, LOW-E WINDOWS
3	RIDGE VENTS AS REQUIRED (1/300th ATTIC AREA)
4	CONCRETE FOUNDATION BELOW GRADE
5	HARDIE PANEL SIDING W/ PANEL JOINTS AS SHOWN
6	FINISH GRADE
7	DECORATIVE C.H. GARAGE DOOR
8	ALUMINUM WRAPPED, BUILT-UP FASCIA & SOFFIT W/ VENTS AS REQUIRED (1/300th ATTIC AREA)
9	HARDIE PLANK ON TRIM AS SHOWN
10	HARDIE LAP SIDING W/ 7" EXPOSURE
11	4" WINDOW / DOOR TRIM AT HARDIE SIDING LOCATIONS AS SHOWN - TYPICAL
12	STANDING SEAM METAL ROOFING
13	ADHERED THIN BRICK VENEER
14	METAL CAP FLASHING BY OTHERS
15	ROOF MOUNTED A/C UNIT
16	METAL SHUTTERS
17	HARDIE BOARD & BATTEN SIDING
18	4" CORNER TRIM
19	ARCHITECTURAL GRADE ASPHALT SHINGLE ROOFING
20	HARDIE FRIZE BOARD AT GABLE EAVES
21	DECORATIVE WOOD BRACKET
22	CONCRETE PAD AT EXTERIOR DOOR LOCATIONS
23	BUILT-OUT HARDIE COLUMN SEE DETAIL

Towns at City Center

(Bldg. TH-1 & TH-4)

Elevations - TH-4

Project number	Project Numbe
Date	April 24, 2019
Drawn by	Auth
Checked by	Checke

A202

Scale: As Indicate





Owens Corning Oakridge Onyx Black
- Asphalt shingle roofing



MBCI Signature 200 Gray
- Metal roofing



Hamstone Charleston Thin Brick
- Masonry veneer

Alside Glacier White
- Metal fascia
- Metal soffit
- Metal flashing

Alabaster SW 7008
- Hardie panel siding
- Hardie board & batten siding
- Hardie trim

Egret White SW 7570
- Hardie shake siding
- Hardie lap siding



White
- Vinyl windows
- Metal doors

Material Legend





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KEYNOTES

Towns at City Center
(Bldg. TH-1 & TH-4)
Renderings - TH-4

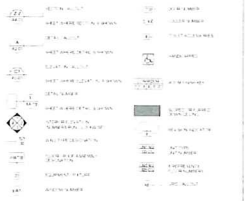
Project number	Project Numb
Date	April 24, 2012
Drawn by	Auth
Checked by	Check

A203

Scale 1/4" = 1'-0

8/24/2021 5:39:36 AM

GRAPHIC SYMBOLS



Towns at City Center

1556 S 2000 W,
Syracuse, Utah

DEFERRED SUBMITTALS

- ENGINEERED ROOF TRUSS PACKAGE
- GAS LINE DIAGRAM

Area Schedule (Unit 'B')

Name	Area
Level 1	287 SF
Level 2	771 SF
Level 3	710 SF
	1768 SF

Area Schedule (Unit 'C')

Name	Area
Level 1	282 SF
Level 2	795 SF
Level 3	703 SF
	1780 SF



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DESIGN CRITERIA

Codes and Ordinances Used by Syracuse City:
2018 International Residential Code
2018 International Fire Code
2018 International Plumbing Code
2018 International Mechanical Code
2017 National Electrical Code

Seismic
Seismic Design Category = D2

Wind speed
90 MPH, Exposure C

Soils
Frost Depth = 2'-6"

Loads
Ground snow load = 30 PSF

Pressures = 1,500 psf (assumed)

SHEET INDEX

G000	Cover Sheet
G001	General Notes
G002	General Notes
C1	Civil Cover Sheet
C2	Notes & Legend Sheet
C3	Demolition Plan
C4	Site Plan
C5	Grading & Utility Plan
C6	Civil Details
C7	Erosion Control Plan
C8	Erosion Control Details
A101	Composite Plans
A102	Level 1 Floor Plans
A103	Level 2 Floor Plans
A104	Level 3 Floor Plans
A201	Elevations - TH-3
A202	Elevations - TH-3
A203	Renderings - TH-3
A301	Sections
A302	Sections
A303	Party Wall Details
A401	Roof Plan
A501	Miscellaneous Details
A502	Miscellaneous Details
A503	Miscellaneous Details
A504	Miscellaneous Details
S1	Footing/Foundation Plan
S2	Second Floor Framing Plan
S3	Third Floor Framing Plan
S4	Roof Framing Plan
SD1	Structural Details
SD2	Structural Details
SD3	Structural Notes & Schedules
E101	Level 1 Electrical Plan
E102	Level 2 Electrical Plan
E103	Level 3 Electrical Plan

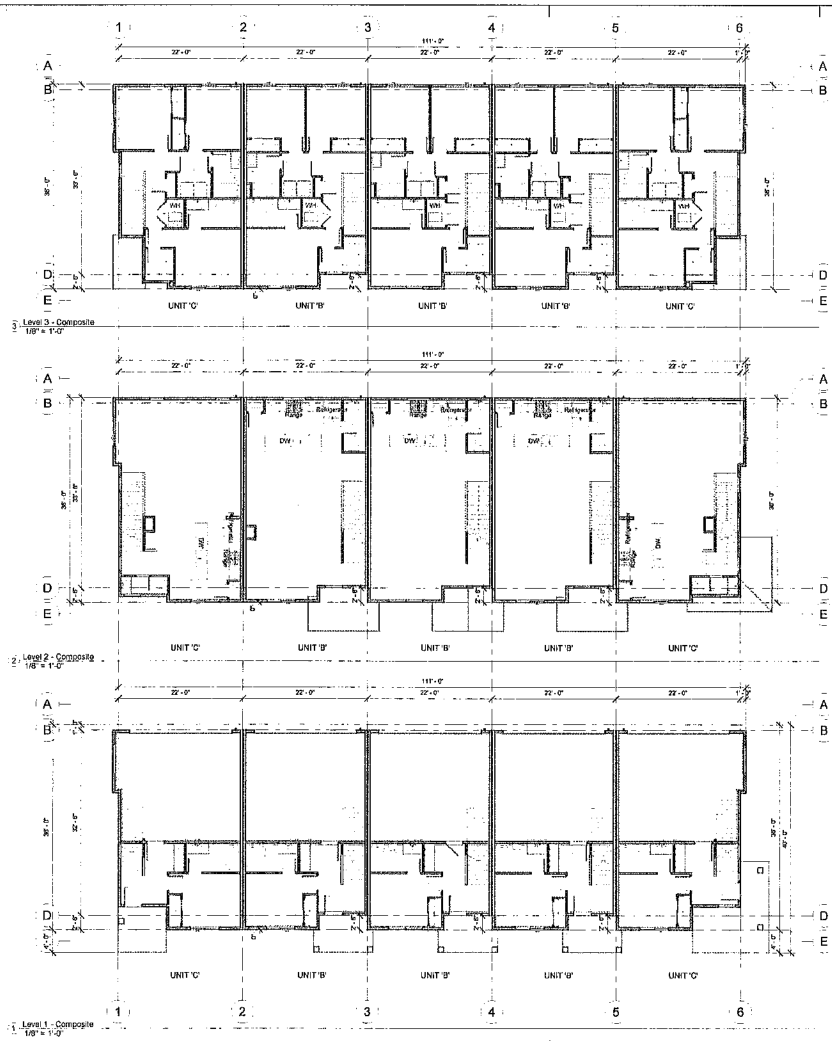
Towns at City Center
(Bldg. TH-2 & TH-3)
Cover Sheet

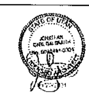
Project number	Project Numb
Date	April 24, 2012
Drawn by	Auth
Checked by	Check

G000

Scale: As indicate

6/24/2021 9:40:23 AM





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KEYNOTES

Area Schedule (Unit 'B')	
Name	Area
Level 1	287 SF
Level 2	771 SF
Level 3	710 SF
	1768 SF

Area Schedule (Unit 'C')	
Name	Area
Level 1	282 SF
Level 2	795 SF
Level 3	703 SF
	1780 SF

Towns at City Center

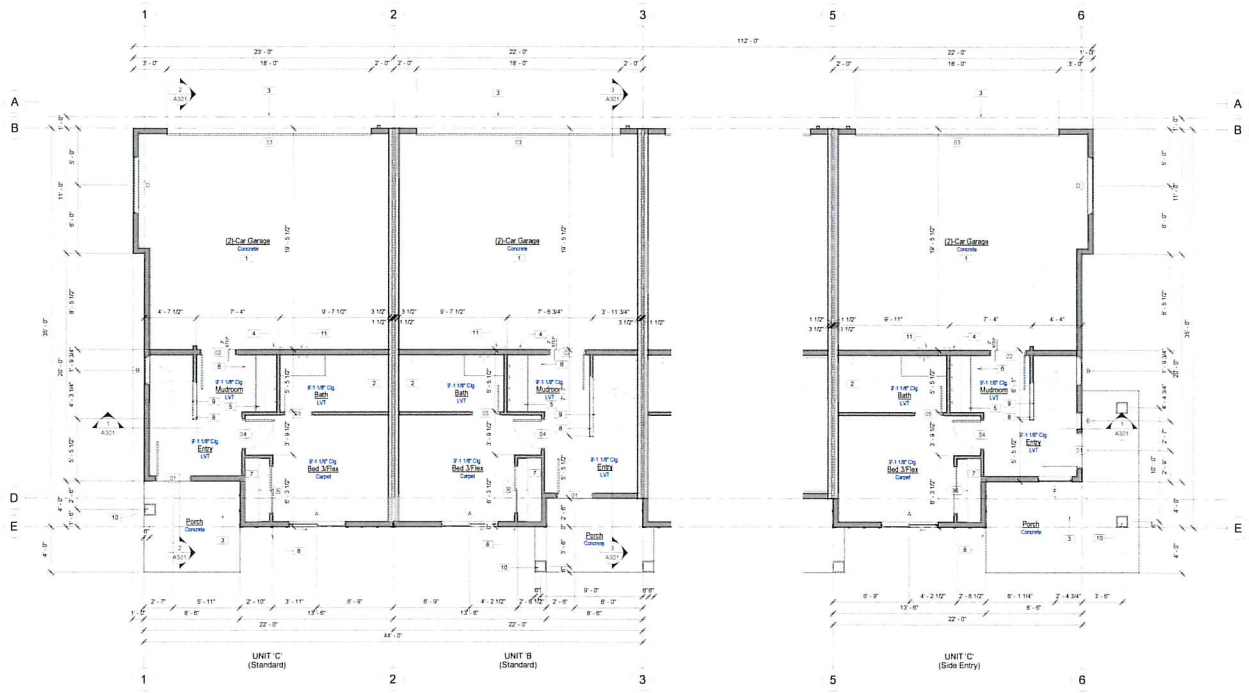
(Bldg. TH-2 & TH-3)

Composite Plans

Project number	Project Numb
Date	April 24, 2012
Drawn by	Autho
Checked by	Checke

A101

Scale	1/8" = 1'-0



1 Level 1 - CD
1/4" = 1'-0"

Door Schedule

Type Mark	Width	Height	Model	Comments
01	3' - 0"	6' - 0"	ENTRY	TEMPERED
02	3' - 0"	6' - 0"	ENTRY	
03	16' - 0"	8' - 0"	O.H. GARAGE	
04	2' - 6"	6' - 0"	SINGLE	
05	2' - 4"	6' - 0"	SINGLE	
06	4' - 0"	6' - 0"	BI-PASS	
07	2' - 4"	6' - 8"	SINGLE	
08	2' - 6"	6' - 8"	SINGLE	
09	4' - 0"	6' - 8"	BI-PASS	
10	5' - 0"	6' - 8"	DOUBLE	
11	4' - 0"	6' - 8"	DOUBLE	GASKETED

Window Schedule

Type Mark	Width	Height	Model	Comments
A	5' - 0"	6' - 0"	SLIDER	
B	2' - 6"	5' - 3"	FIXED	TEMPERED
C	2' - 6"	5' - 3"	FIXED	
D	1' - 3"	2' - 3"	FIXED	
E	1' - 6"	5' - 3"	FIXED	TEMPERED
F	2' - 2"	5' - 7"	FIXED	TEMPERED
G	2' - 0"	5' - 0"	FIXED	
H	3' - 0"	3' - 0"	FIXED	
J	2' - 6"	2' - 6"	FIXED	
K	5' - 0"	5' - 3"	SLIDER	
L	4' - 3"	1' - 6"	FIXED	

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KEYNOTES

Keynote Legend

Key	Keynote Text
1	1 HOUR FIRE RATED GARAGE - INSTALL 5/8" TYPE 'x' GYP BOARD ON AREAS BELOW LIVABLE SPACE, 1/2" GYP BOARD ALL ELSE ALL JOINTS TO BE TAPED
2	30" FIBERGLASS TUB/SHOWER COMBO PROVIDE A NON-ABSORBENT SURFACE THAT SHALL EXTEND TO A MINIMUM 6' ABOVE THE FLOOR PER IRC R307.2
3	LINE OF FLOOR ABOVE
4	ELECTRICAL PANEL, 150AMP SERVICE, VERIFY AND COORDINATE WITH ELECTRICIAN
5	BUILT-IN BENCH W/ SHELF & COAT HOOKS ABOVE
6	HATCH PATTERN DENOTES 12" HVAC CEILING DROP, COORDINATE WITH MECHANICAL DESIGNER
7	(3) 16" SHELVES
8	42" HIGH WALL W/ MDF CAP OR RAILING SYSTEM W/ 4" MAX. CLEARANCE AT BALUSTERS
9	1 - 1/2" DIAMETER HANDRAIL @ 34" RETURN ENDS TO WALL
10	BUILT-OUT HARDIE COLUMN, SEE DETAIL
11	SEMI-RECESSED LOW VOLTAGE BOX

Towns at City Center
(Bldg. TH-2 & TH-3)
Level 1 Floor Plans

Project number	Project Numb
Date	April 24, 2012
Drawn by	Auth
Checked by	Checke

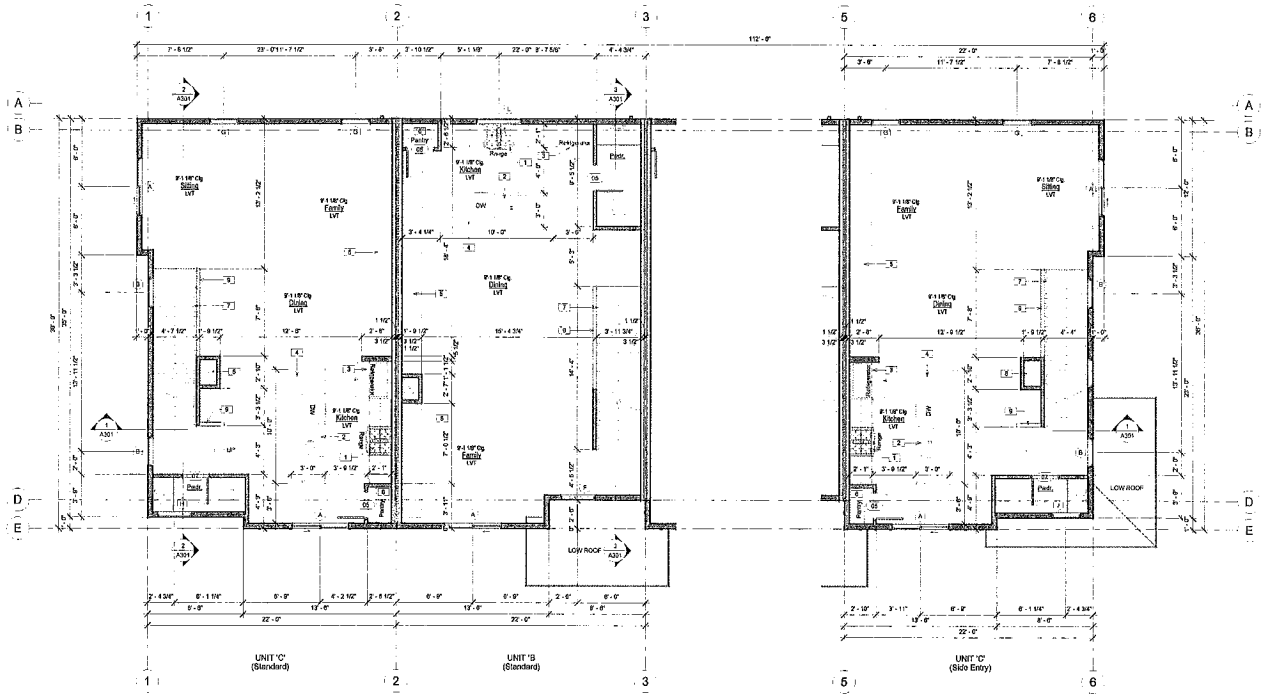
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Scale 1/4" = 1'-0

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Door Schedule				
Type Mark	Width	Height	Model	Comments
01	3' - 0"	8' - 0"	ENTRY	TEMPERED
02	3' - 0"	8' - 0"	ENTRY	
03	16' - 0"	9' - 0"	O/H GARAGE	
04	2' - 6"	8' - 0"	SINGLE	
05	2' - 4"	8' - 0"	SINGLE	
06	4' - 0"	8' - 0"	BI-PASS	
07	2' - 6"	10' - 0"	SINGLE	
08	2' - 0"	10' - 0"	SINGLE	
09	4' - 0"	10' - 0"	BI-PASS	
10	5' - 0"	8' - 0"	DOUBLE	
11	6' - 0"	8' - 0"	DOUBLE	GASKETED

Window Schedule				
Type Mark	Width	Height	Model	Comments
A	5' - 0"	5' - 0"	SLIDER	
B	2' - 6"	5' - 0"	FIXED	TEMPERED
C	2' - 6"	5' - 0"	FIXED	
D	5' - 0"	2' - 0"	FIXED	
E	1' - 6"	5' - 0"	FIXED	TEMPERED
F	3' - 0"	5' - 0"	FIXED	TEMPERED
G	2' - 6"	5' - 0"	FIXED	
H	3' - 0"	3' - 0"	FIXED	
J	2' - 0"	2' - 0"	FIXED	
K	5' - 0"	10' - 0"	SLIDER	
L	11' - 0"	11' - 0"	FIXED	



1 Level 2 - CO
1/4" = 1'-0"

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KEYNOTES

Keynote Legend

Key	Keynote Text
1	FREE STANDING RANGE. VERIFY UTILITY W/ OWNER. VENT TO EXTERIOR
2	SINK WITH DISPOSAL
3	36" REFRIGERATOR/FREEZER SPACE
4	36" HIGH BAR COUNTER
5	HATCH PATTERN DENOTES 12" HVAC SOFFIT DROP. COORDINATE WITH MECHANICAL DESIGNER
6	1'0"x18" SHELF ABOVE
7	1 - 1/2" DIAMETER HANDRAIL @ 34" RETURN ENDS TO WALL
8	HVAC DIVERS. COORDINATE W/ MECHANICAL SUBCONTRACTOR FOR MINIMUM REQUIREMENTS
9	42" RTCH WALL W/ MOP CAP OR RAILING SYSTEM W/ 4" MAX. CLEARANCE AT BALUSTERS

Towns at City Center
(Bldg. TH-2 & TH-3)
Level 2 Floor Plans

Project number	Project Numbe
Date	April 24, 2012
Drawn by	Auth
Checked by	Checke

A103

Scale 1/4" = 1'-0

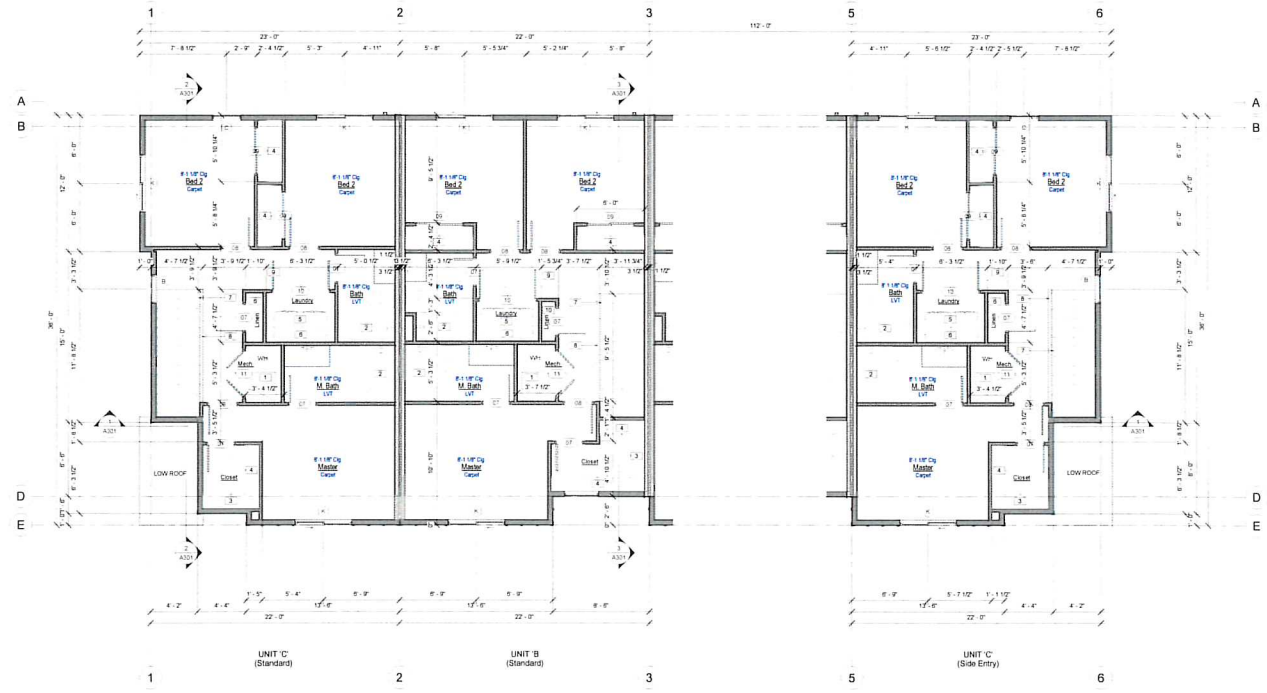
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Door Schedule

Type Mark	Width	Height	Model	Comments
01	3' 0"	6' 0"	ENTRY	TEMPERED
02	3' 0"	6' 0"	ENTRY	
23	16' 2"	6' 0"	O.H. GARAGE	
24	2' 6"	6' 0"	SINGLE	
25	2' 4"	6' 0"	SINGLE	
26	4' 0"	6' 0"	BI-PASS	
27	2' 4"	6' 8"	SINGLE	
28	2' 0"	6' 8"	SINGLE	
29	4' 0"	6' 8"	BI-PASS	
10	5' 0"	6' 8"	DOUBLE	
11	6' 0"	6' 8"	DOUBLE	GASKETED

Window Schedule

Type Mark	Width	Height	Model	Comments
A	5' 0"	6' 0"	SLIDER	
B	2' 6"	5' 0"	FIXED	TEMPERED
C	2' 6"	5' 0"	FIXED	
D	5' 0"	2' 0"	FIXED	
E	1' 0"	5' 0"	FIXED	TEMPERED
F	3' 0"	5' 0"	FIXED	TEMPERED
G	2' 6"	6' 0"	FIXED	
H	3' 0"	3' 0"	FIXED	
J	2' 6"	2' 0"	FIXED	
K	5' 0"	5' 0"	SLIDER	
L	4' 0"	1' 0"	FIXED	



1 Level 3 - CD
1/4" = 1'-0"

DHD

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DeseretHomeDesign@gmail.com

KEYNOTES

Keynote Legend

Key	Keynote Text
1	MECHANICAL ROOM SHALL BE SEALED AND INSULATED IN ACCORDANCE WITH THE ENVELOPE REQUIREMENTS OF TABLE R402.1.2 WHERE THE WALLS, FLOOR, AND CEILINGS SHALL NOT MEET NOT LESS THAN THE BASEMENT WALL R-VALUE REQUIREMENT. THE DOOR INTO THE ROOM SHALL BE FULLY GASKETED. PROVIDED 24 GUAGE, OR EQUAL, PAN W/ DRAIN & CONDENSATE DRAIN AND TIE INTO ADJACENT PLUMBING STACK - SLOPE MINIMUM 1/8" / FT. PROVIDE COMBUSTION AIR AS REQUIRED. INSTALL SEISMIC TIES AT WH.
2	36" FIBERGLASS TUB/SHOWER COMBO - PROVIDE A NON-ABSORBENT SURFACE THAT SHALL EXTEND TO A MAXIMUM 6' ABOVE THE FLOOR PER IRC R307.2
3	12" ROD & SHELF
4	15-16" SHELVES
5	ROD & SHELF
6	11-1/2" SHELF ABOVE
7	1 1/2" DIAMETER HANDRAIL @ 34" RETURN ENDS TO WALL
8	42" HIGH WALL W/ MOF CAP OR RAILING SYSTEM W/ 4" MAX. CLEARANCE AT BALUSTERS
9	22" x 30" ATTIC ACCESS
10	15-1/2" SHELVES

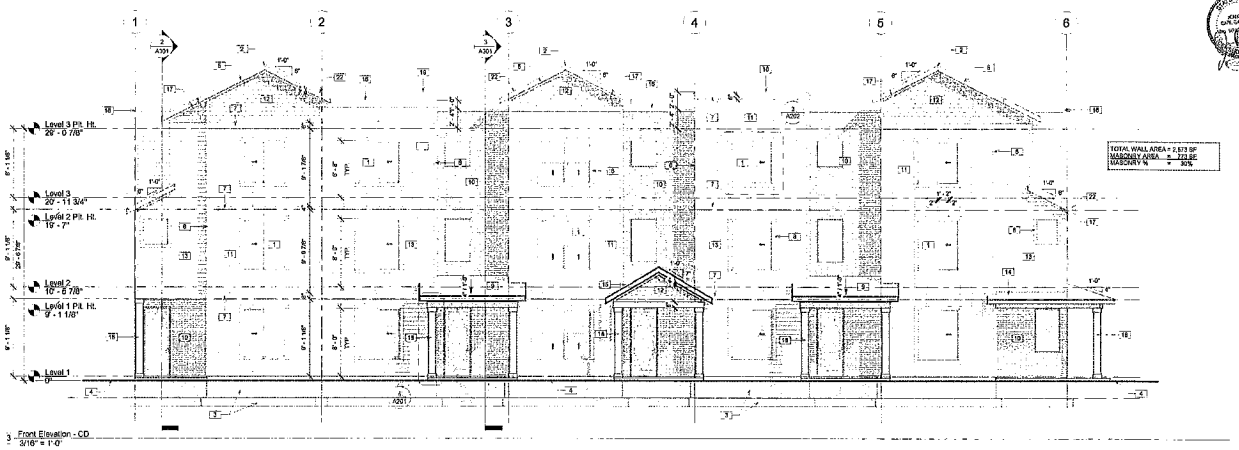
Towns at City Center
(Bldg. TH-2 & TH-3)
Level 3 Floor Plans

Project number	Project Numb
Date	April 24, 2012
Drawn by	Auth
Checked by	Checke

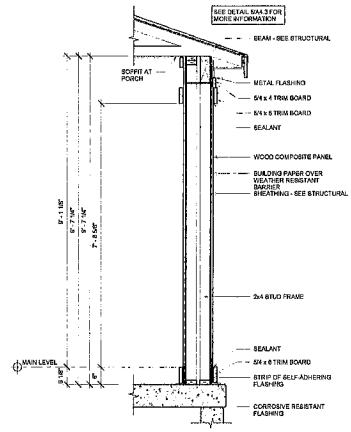
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Scale 1/4" = 1'-

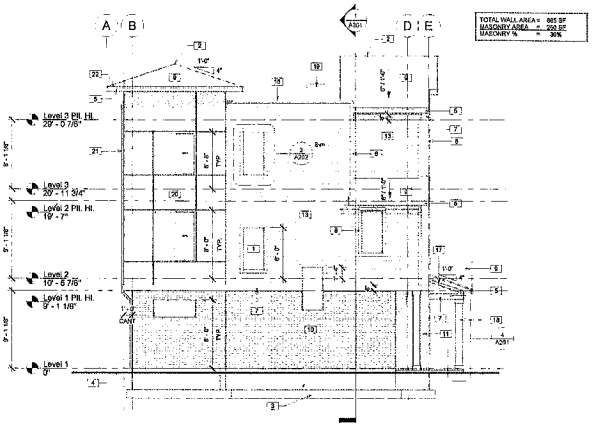
8/24/2021 3:48:36 AM



3 Front Elevation - CD
3/16" = 1'-0"



4 Column Detail
3/4" = 1'-0"



1 Left Elevation - CD
3/16" = 1'-0"

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(801)-706-6672
DeseretHomeDesign@gmail.com

KEYNOTES

Key	Keynote Text
Keynote Legend	
1	DOUBLE-INSULATED LOW-E WINDOW
2	ROOF VENTS AS REQUIRED (1/300th ATTIC AREA)
3	CONCRETE FOUNDATION BELOW GRADE
4	FINISH GRADE
5	ALUMINUM WRAPPED BUILT-UP FASCIA & SOFFIT W/ VENTS AS REQUIRED (1/300th ATTIC AREA)
6	4" CORNER TRIM
7	HARDIE PLANK DIAGONAL TRIM AS SHOWN
8	4" WINDOW / DOOR TRIM AT HARDIE SIDING LOCATIONS AS SHOWN - TYPICAL
9	ARCHITECTURAL GRADE ASPHALT SHINGLE ROOFING
10	ADHERED THIN BRICK VENEER
11	HARDIE BOARD & BATTEN SIDING
12	HARDIE SHAKE SIDING
13	HARDIE LAP SIDING W/ 7" EXPOSURE
14	STANDING SEAM METAL ROOFING
15	PROVIDE ROOF CRICKET AS REQUIRED
16	METAL CAP FLASHING AT PARAPET
17	HARDIE FRIEZE BOARD AT GABLE EAVES
18	BUILT-OUT HARDIE COLUMN, SEE DETAIL
19	ROOF MOUNTED A/C UNIT
20	HARDIE PANEL SIDING W/ PANEL JOINTS AS SHOWN
21	ROOF SCUPPER AND DOWNSPOUT
22	METAL DRIP EDGE

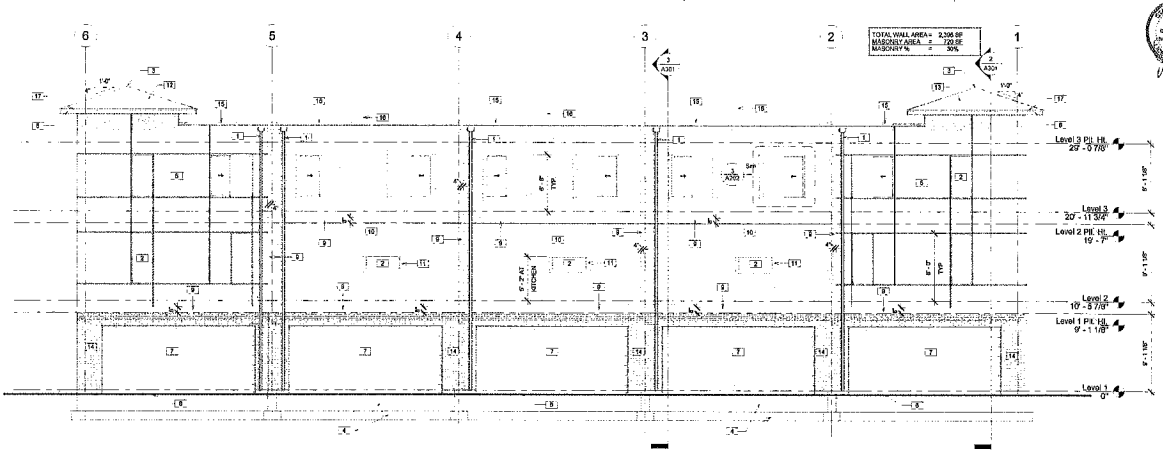
Towns at City Center
(Bldg. TH-2 & TH-3)
Elevations - TH-3

Project number: Project Numb
Date: April 24, 2012
Drawn by: DH
Checked by: DH

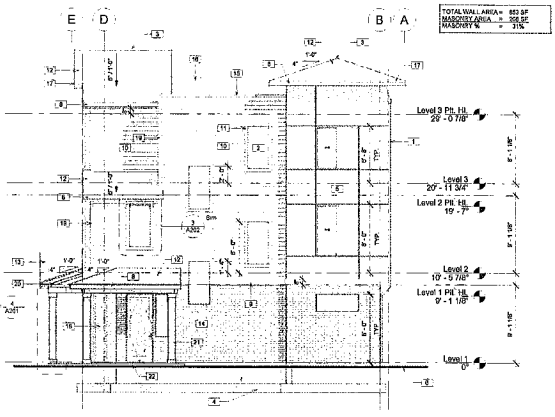
A201

Scale: As indicate

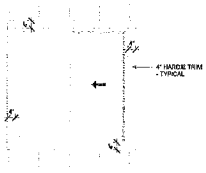
ACAD2013-S-A4-MI.dwt



5 Rear Elevation - CD
3/16" = 1'-0"



4 Right Elevation - CD
3/16" = 1'-0"



3 Trim Detail
1/2" = 1'-0"

DHD

DESERET HOME DESIGN

4450 W 5775 S, HOOPER, UT 84315
(801)-700-0022
DeseretHomeDesign@gmail.com

KEYNOTES

Keynote Legend

Key	Keynote Text
1	ROOF SCUPPER AND DOWNSPOUT
2	DOUBLE INSULATED, LOW E WINDOWS
3	RIDGE VENTS AS REQUIRED (1/300th ATTIC AREA)
4	CONCRETE FOUNDATION BELOW GRADE
5	HARDIE PANEL SIDING W/ PANEL JOINTS AS SHOWN
6	FINISH GRADE
7	DECORATIVE GTH GARAGE DOOR
8	ALUMINUM-WRAPPED, BUILT-UP FASCIA & SOFFIT W/ VENTS AS REQUIRED (1/300th ATTIC AREA)
9	HARDIE PLANK ON TRIM AS SHOWN
10	HARDIE LAP SIDING W/ 7" EXPOSURE
11	4" WINDOW / DOOR TRIM AT HARDIE SIDING LOCATIONS AS SHOWN - TYPICAL
12	STANDING SEAM METAL ROOFING
13	ARCHITECTURAL GRADE ASPHALT SHINGLE ROOFING
T4	ADHERED THIN BRICK VENEER
15	METAL CAP FLASHING AT PARAPET
16	ROOF MOUNTED A/C UNIT
17	METAL DRIP EDGE
18	HARDIE BOARD & BATTEN SIDING
19	4" CORNER TRIM
20	HARDIE TRIM/FIRE BOARD AT GABLE EAVES
21	SLAT-OUT HARDIE COLUMN, SEE DETAIL
22	CONCRETE PAD AT EXTERIOR DOOR LOCATIONS

Towns at City Center

(Bldg. TH-2 & TH-3)

Elevations - TH-3

Project number	Project Numb
Date	April 24, 2012
Drawn by	Autho
Checked by	Checke

A202

Scale: As indicate

8/24/2012 1:45:25 AM





Owens Corning Oakridge Onyx Black
- Asphalt shingle roofing



MBCI Signature 200 Grey
- Metal roofing



Hamstone Charleston Thin Brick
- Masonry veneer

Alkide Glacier White
- Metal fascia
- Metal soffit
- Metal flashing

Alabaster SW 7008
- Hardie panel siding
- Hardie board & batten siding
- Hardie trim

Egret White SW 7570
- Hardie shake siding
- Hardie lap siding



White
- Vinyl windows
- Metal doors

Material Legend





DHD
DESERET HOME DESIGN
4489 W 5775 S, HOOPER, UT 84315
(801)-706-6622
DeseretHomeDesign@gmail.com

KEYNOTES

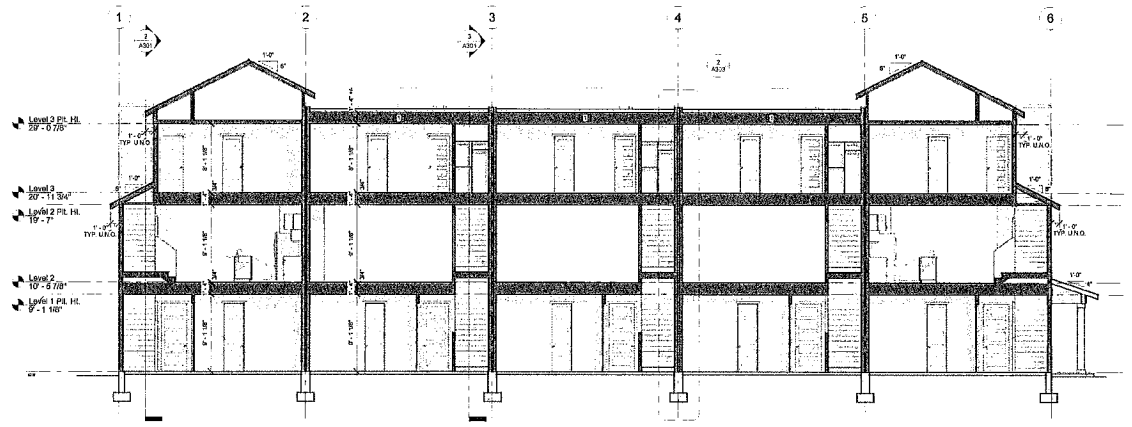
Towns at City Center
(Bldg. TH-2 & TH-3)
Renderings - TH-3

Project number	Project Numb
Date	April 24, 2012
Drawn by	Auth
Checked by	Check

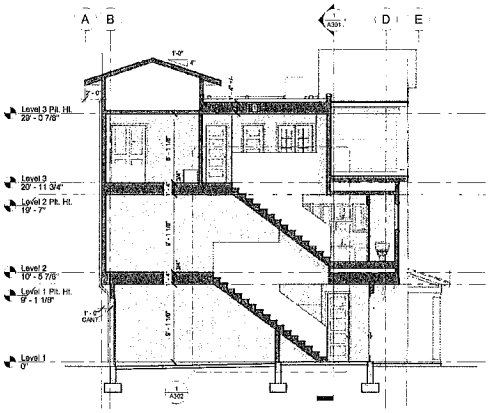
A203

Scale 1/4" = 1'-

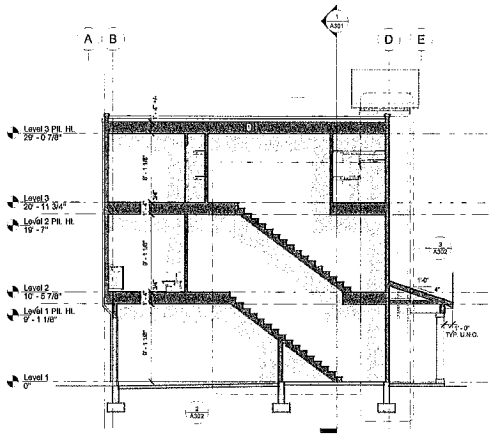
8/24/2012 5:45:26 AM



1 Section 1
3/16" = 1'-0"



2 Section 2
3/16" = 1'-0"



3 Section 3
3/16" = 1'-0"

DHD
DESERET HOME DESIGN
4499 W 5775 S, HOOPER, UT 84315
(801)-706-6622
DeseretHomeDesign@gmail.com

KEYNOTES

Keynote Legend

Key	Keynote Text
1	TRUSS M/R TO SLOPE TOP CHORD OF ROOF TRUSS 1/4" PER FOOT - SEE ROOF PLAN FOR DIRECTION. 12" MINIMUM TRUSS DEPTH AT SHALLOW END

Towns at City Center
(Bldg. TH-2 & TH-3)
Sections

Project number	Project Numb
Date	April 24, 2012
Drawn by	Authr
Checked by	Checke

A301

Scale 3/16" = 1'-

9/4/2021 3:45:49 AM

Noah Steele

From: Noah Steele
Sent: Tuesday, September 14, 2021 4:17 PM
To: Josh Hughes; Doug Rich; Rick Espinosa
Cc: Kelly Nielson; Jeremyaturner1989@gmail.com; Keeth Kennington; Ryan Snarr; Shay League; Brian Bloemen; Kresta Robinson
Subject: ARC meeting 9/14/21

All,

Thank you for participating in the ARC meeting last night. We reviewed two projects and had the following recommendations:

Towns @ City Center:

- Recommended adding another paint scheme to break up the buildings from being identical materials/colors.
- Concern over rooftop AC unit visibility and maintenance access
- Renderings for commercial building missing hipped roof on tower and appears that a column is needed under the corner of the storefront window canopy.
- Shared mailbox location recommended on southern edge of plaza but not back in the plaza.
- Lighting safety concerns and recommended additional lighting in:
    - alleyways
    - Back of commercial building to the south
- Buffer school with more trees

Parks Maintenance Facility

- Access Road for UDOT leaves remnant parcel to the north
    - No landscaping shown in remnant parcel
    - Is a fire turnaround needed at the end of the stub road?
- Concern about light and noise buffering for residents of the duplexes north from facility
    - Lighting
        - Minimized light pollution and caution against wall packs
    - Landscaping
- No comments on actual building

In attendance:

- Noah Steele – Syracuse Staff
- Doug Rich – Towns @ City Center representative
- Kelley Nielson – ARC
- Jeremy Turner – ARC
- Keeth Kennington – ARC
- Ryan Snarr - ARC

Thanks,

Noah Steele, AICP
CED Director
1979 W 1900 s

Noah Steele

From: Noah Steele
Sent: Friday, October 1, 2021 1:12 PM
To: joshuaehughes@gmail.com
Subject: FW: towns @ city Center Site Plan

Josh,

Here is an updated staff review based off of the plans submitted on 9-16-21

1. Residential parking 40 required, 38 provided – cross access agreement? PC still discussing
2. Commercial parking 2 required, 0 provided – cross access agreement? PC still discussing
3. ~~1 tree every 50' required around all four sides of project, only three provided.~~
4. ~~No details on plaza pavers~~
5. ~~No details on north wall~~
6. ~~Show acreage/sf of HOA space~~
7. Will need addressing for each lot – still needed, will place on mylar prior to recording
8. ~~Need lighting plan w/ fixture cut sheets showing full cutoff lighting and dark sky friendly but also adequate lighting for safety in alleyways. Recommend pedestrian/landscape lamp posts in central plaza and along south edge.~~

Thanks,

Noah Steele, AICP
CED Director
1979 W 1900 s
Syracuse City, 84075
(801) 614-9672
nsteele@syracuseut.com

From: Noah Steele
Sent: Thursday, September 9, 2021 4:16 PM
To: Josh Hughes <joshuaehughes@gmail.com>
Subject: towns @ city Center Site Plan

Josh,

Here is the staff review for Towns @ City Center site plan and preliminary plat –

1. Residential parking 40 required, 38 provided – cross access agreement?
2. Commercial parking 2 required, 0 provided – cross access agreement?
3. 1 tree every 50' required around all four sides of project, only three provided.
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Sent: Thursday, September 9, 2021 4:16 PM
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Subject: towns @ city Center Site Plan

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8. Need lighting plan w/ fixture cut sheets showing full cutoff lighting and dark sky friendly but also adequate lighting for safety in alleyways. Recommend pedestrian/landscape lamp posts in central plaza and along south edge.

Feel free to give me a call with any questions,

Noah

Chapter 8.25
PRELIMINARY SUBDIVISION REVIEW

Sections:

8.25.010 Preliminary plat.
8.25.020 Approval of preliminary plat.
8.25.030 Severability.

8.25.010 Preliminary plat.

SHARE

The preliminary plat shall comply with the following requirements:

(A) Submission Requirement. Submit four standard 22-inch by 34-inch copies (see standard drawing No. 1), one reduced to 11-inch by 17-inch (one-half scale) copy, plus one PDF copy of the preliminary plat, for review at least two weeks prior to the next regularly scheduled meeting of the Planning Commission, in accordance with the Community Development submittal policy. Once a complete application has been received, 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

SYRACUSE
EST. CITY 1935

Towns at City Center

1566 South 2000 West

Engineer Subdivision Review

Completed by Brian Bloemen on August 31, 2021

Plat:

1. The plat does not meet the minimum County or State requirements.

Plans:

1. There are drainage concerns along the private driveways. Due to the lack of elevation difference between the private driveways and the finish floor elevation of the garages, a small rain event will start backing up water into the garages.
2. Show where the ADA accessible parking stalls will be located for the two commercial units. There are concerns about being able to meet ADA requirements along the west side of the property given the elevation differences between the proposed finish floor elevation and the existing parking lot.

If you have any further comments or questions, please feel free to contact me at 801-614-9630.

Sincerely,

Brian Bloemen, P.E.
City Engineer

TO: Community Development, Attention: Royce Davies

FROM: Golden Barrett, Fire Marshal

RE: Towns at City Center

DATE: 20210916

I have reviewed the plans for the above-referenced project. The Fire Prevention Division of this department has the following comments/concerns.

1. Fire hydrants and access roads shall be installed prior to the construction of any buildings. All hydrants shall be placed with the 4 ½" connection facing the point of access for Fire Department Apparatus. Provide written assurance that this will be met.

2. Prior to beginning construction of any buildings, a fire flow test of the new hydrants shall be conducted to verify the actual fire flow for this project. The Fire Prevention Division of this department shall witness this test and shall be notified a minimum of 48 hours prior to the test.

3. Because these fire hydrants are private, the thrust blocks shall be inspected by the fire department. Please allow a minimum of 48 hours prior to the test to schedule an appointment.

These plans have been reviewed for Fire Department requirements only. Other departments must review these plans and will have their conditions. This review by the Fire Department must not be construed as final approval from Syracuse City.

Golden T. Barrett

Fire Marshal
Syracuse City Fire Department
C 801-989-8020
Gbarrett@syracuseut.com

PLANNING COMMISSION
REGULAR MEETING
October 5, 2021

ADMINISTRATIVE ITEM

Agenda Item #**5** Continuation: Towns at City Center Preliminary Plat

Factual Summation

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

Location:	1556 S 2000 W
Current General Plan:	Commercial
Current Zoning:	MXD
Acreage:	.94

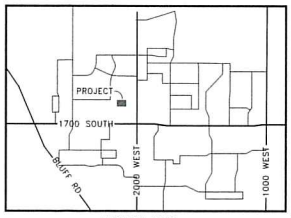
Summary

Applicant Josh Huges has requested Preliminary Plat approval for a Mixed Use Project that conists of four townhomes with 5 units in each. In addition to the residential units, there are two small first floor commercial units located on the two southern corners of the outside buildigns. Staff has reviewed the proposal for compliance with ordinance. See attached for review comments. Planning Commission is the land use authority for MXD Preliminary Plats. Motion options are approve, approve with conditions, table, or deny.

PC tabled the item on September 21, 2021 because the accompanying site plan had some pending details that needed to be worked out, and since the two applications are so closely related.

TOWNS AT CITY CENTER SUBDIVISION

LOCATED IN THE SOUTH QUARTER CORNER AND CENTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
SYRACUSE CITY, DAVIS COUNTY, UTAH
AUGUST, 2021



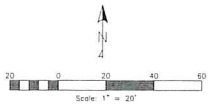
VICINITY MAP

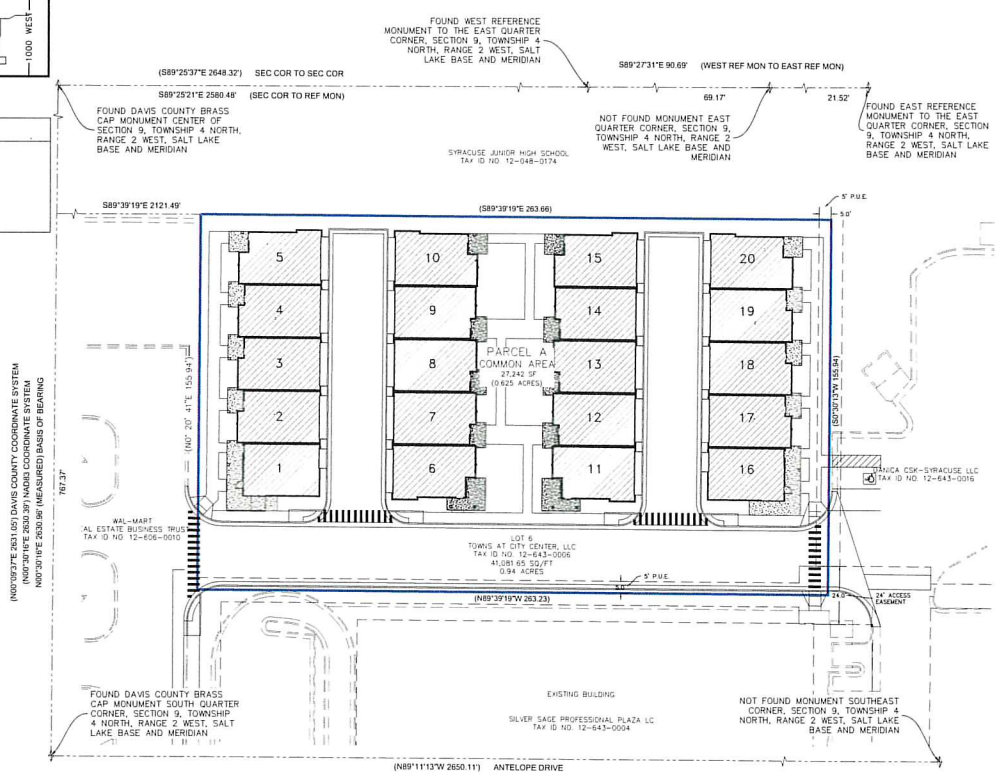
ADDRESSES

UNIT 1:	UNIT 11:
UNIT 2:	UNIT 12:
UNIT 3:	UNIT 13:
UNIT 4:	UNIT 14:
UNIT 5:	UNIT 15:
UNIT 6:	UNIT 16:
UNIT 7:	UNIT 17:
UNIT 8:	UNIT 18:
UNIT 9:	UNIT 19:
UNIT 10:	UNIT 20:

LEGEND

- PROPERTY LINE
- ROAD CENTERLINE
- TIE TO MONUMENT
- EASEMENT LINE
- SECTION CORNERS
- RECORD CALLS ( )
- COMMON AREA & PUE
- PRIVATE OWNERSHIP





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: TOWNS AT CITY CENTER 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 SOUTH QUARTER CORNER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOT 6, SYRACUSE RETAIL SUBDIVISION, SYRACUSE CITY, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED INT HE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, STATE OF UTAH.

CONTAINS 41,082 SQ/FT OR 0.94 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:

TOWNS AT CITY CENTER SUBDIVISION

THIS SHALL 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 STREETS.

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)

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

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

Noah Steele

From: Noah Steele
Sent: Thursday, September 9, 2021 4:16 PM
To: Josh Hughes
Subject: towns @ city Center Site Plan

Josh,

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1. Residential parking 40 required, 38 provided – cross access agreement?
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Chapter 8.25
PRELIMINARY SUBDIVISION REVIEW

Sections:

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8.25.020 Approval of preliminary plat.
8.25.030 Severability.

8.25.010 Preliminary plat.

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SYRACUSE
EST. CITY 1935

Towns at City Center

1566 South 2000 West

Engineer Subdivision Review

Completed by Brian Bloemen on August 31, 2021

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Sincerely,

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City Engineer

TO: Community Development, Attention: Royce Davies

FROM: Golden Barrett, Fire Marshal

RE: Towns at City Center

DATE: 20210916

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Golden T. Barrett

Fire Marshal
Syracuse City Fire Department
C 801-989-8020
Gbarrett@syracuseut.com

A

20/40
+5.00

2095439
BK 3845 PG 1435

E 2095439 B 3845 P 1435-1454
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
08/09/2005 04:34 PM
FEE $53.00 Pgs: 20
DEP RTT REC'D FOR METRO NATIONAL T
ITLE

When recorded return to:
Thomas E. Halter
Gust Rosenfeld P.L.C.
201 East Washington, Suite 800
Phoenix, AZ 85004-2327

Syracuse Wal-Mart 1, 2, 3, 4, 5 & 6
12-606 +

Syracuse, UT (#3848)

EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND ("ECR")

THIS AGREEMENT is made as of the 9th day of August, 2005, between **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, of 2001 S.E. Tenth Street, Bentonville, Arkansas 72716 ("Wal-Mart"), and **HOLROB INVESTMENTS, LLC**, a Tennessee limited liability company, of 5500 Lonas Drive, Suite 300, Knoxville, TN 37909 ("Developer").

W I T N E S S E T H :

WHEREAS, Wal-Mart is the owner of the Wal-Mart Tract as shown on the plan attached hereto as Exhibit A-1 hereof, said tract being more particularly described in Exhibit B attached hereto;

WHEREAS, Developer is the owner of the Developer Tract and the Outparcel shown on the plan attached hereto as Exhibit A-1 hereof, the same being more particularly described in Exhibit C hereof;

WHEREAS, Wal-Mart and Developer desire that the Wal-Mart Tract and the Developer Tract be developed in conjunction with each other pursuant to a general plan of improvement to form a commercial Shopping Center (sometimes hereinafter referred to as the "Shopping Center"), and further desire that said tracts and the Outparcel be subject to the easements and the covenants, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Wal-Mart and Developer do hereby agree as follows:

1. Building/Common Areas.

a. "Building Areas" as used herein shall mean that portion of the Wal-Mart Tract and those portions of the Developer Tract shown on Exhibit A-2 as "Building Area" (and "Future Building Area" and "Future Expansion Area") Canopies

may encroach from the Building Areas over the Common Areas provided the canopies do not interfere with the use of the Common Areas. The Developer Tract and the Wal-Mart Tract may be further subdivided.

b. "Common Areas" shall be all of the Wal-Mart Tract and the Developer Tract except the Building Areas.

c. Conversion to Common Areas: Those portions of the Building Areas on each tract which are not from time to time used or cannot, under the terms of this Agreement (including Paragraph 6.a.(3)), be used for buildings shall become part of the Common Area for the uses permitted hereunder and shall be improved, kept and maintained as provided herein

2. Use. Buildings in the Shopping Center shall be used for commercial purposes of the type normally found in a retail shopping center including, without limitation, financial institutions, service shops, offices, and retail stores. No theatre, bowling alley, billiard parlor, night club or any business deriving in excess of thirty-five percent (35%) of its gross sales from the sale of alcoholic beverages shall occupy space within the Shopping Center without the prior written consent of Wal-Mart. No building may devote in excess of five percent (5%) of its building square footage to recreation or amusement uses without the prior consent of Wal-Mart. Developer recognizes that all said businesses may inconvenience Wal-Mart's customers and adversely affect Wal-Mart's business. Notwithstanding anything to the contrary contained herein it is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business by Wal-Mart on the Wal-Mart Tract. Developer recognizes and agrees that Wal-Mart may, at Wal-Mart's sole discretion and at any time during the term of this Agreement, cease the operation of its business on the Wal-Mart Tract, and Developer hereby waives any legal action for damages or for equitable relief which might be available to Developer because of such cessation of business activity by Wal-Mart.

3. Competing Business. Developer covenants that as long as Wal-Mart, or any affiliate of Wal-Mart, is the user of the Wal-Mart Tract, either as owner or lessee, no space in or portion of the Developer Tract shall be leased or occupied by or conveyed to any other party for use as a membership warehouse club, a pharmacy, a discount department store or other discount store, as a grocery store or as any combination of the foregoing uses. In addition, Developer covenants that as long as Wal-Mart, or any affiliate of Wal-Mart, is the user of the Wal-Mart Tract, either as owner or lessee, no space in or portion of the Developer Tract or the Outparcel shall be leased or occupied by or conveyed to any other party for use as a facility dispensing gasoline or fuel from pumps. "Discount department store" and/or "discount store", as those terms are used herein, shall mean a discount department store or discount store containing more than 30,000 square feet of building space used for the purpose of selling a full line of hard goods and soft goods (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that

of Wal-Mart. In the event of a breach of these covenants, Wal-Mart shall have the right to terminate this Agreement and to seek any and all remedies afforded by either law or equity.

4. Buildings.

a. Design and Construction. The Buildings shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible and so that building wall footings shall not encroach from one tract onto another tract except as provided for in Subsection 4.d. below. The design and construction shall be of high quality. No building on the Wal-Mart Tract shall exceed forty-five feet (45') in height above finished grade. No building on the Developer Tract shall exceed thirty-six feet (36') in height above finished grade No building shall have a metal exterior except the metal roof portions of the building which match the architectural theme of the Shopping Center.

b. Location. No building shall be constructed on the Wal-Mart Tract and the Developer Tract (as either immediate development or future expansion) except within the Building Areas. The front wall(s) of the building(s) on the Wal-Mart Tract and the Developer Tract shall be constructed in the location shown in Exhibit A-2.

c. Fire Protection. Any building constructed in the Shopping Center shall be constructed and operated in such a manner which will preserve the sprinklered rate on the other buildings in the Shopping Center.

d. Easements. In the event building wall footings encroach from one tract onto another, despite efforts to avoid that occurrence, the party onto whose tract the footings encroach shall cooperate in granting an encroachment permit or easement to the party whose building wall footings encroach.

e. Outparcel Development. The Outparcel shall be developed only under the following guidelines.

(1) The building constructed on the Outparcel shall not exceed twenty-two (22) feet in height, as measured from the mean finished elevation of the parking area of the Shopping Center, provided however, buildings may contain architectural embellishment which cover not more than 25% of the roof line which shall not exceed thirty-six (36) feet in height, as measured from the mean finished elevation of the parking area of the Shopping Center.

(2) Any rooftop equipment shall be screened in a manner satisfactory to the Developer.

(3) No rooftop sign shall be erected on the building constructed

(4) No freestanding identification sign may be erected on the Outparcel without approval of the Developer, and in no event shall such

freestanding identification sign exceed the height of the shopping center pylon sign or block the visibility of the Wal-Mart Store. Notwithstanding the foregoing, there may be erected entrance-exit signs to facilitate the free flow of traffic, which entrance-exit signs shall be of a monument type, not to exceed 3'3" in height, the type and location of such signs to be approved by Developer.

(5) No improvements shall be constructed, erected, expanded or altered on the Outparcel until the plans for same (including site layout, exterior building materials and colors and parking) have been approved in writing by Developer No building or structure of any kind shall be erected on the Outparcel except upon that area designated as a building area on Exhibit A-2, provided, there may be constructed and maintained a canopy or canopies projecting from said building area; normal foundations and doors for ingress and egress may project from such building area; and signs may be erected upon said canopy or canopies, so long as said signs do not obstruct the signs of any other owner or tenant of the Shopping Center.

(6) In developing and using the Outparcel, the owner of the Outparcel shall continuously provide and maintain a parking ratio on such Outparcel equal to one of the following: (i) fifteen (15) spaces for every one thousand (1,000) square feet of building space for any cafeteria or any restaurant or entertainment use in excess of five thousand (5,000) square feet (the same ratio shall be provided for a McDonald's Restaurant, notwithstanding a building footprint of less than five thousand (5,000) square feet); or (ii) ten (10) spaces for every one thousand (1,000) square feet of building space for any restaurant or entertainment use less than five thousand (5,000) square feet (subject to the exception above); or (iii) five (5.0) spaces per one thousand (1,000) square feet of building space for any other use. In addition, the owner shall cause landscaping areas to be added and maintained in conjunction with any building or other improvement constructed on the Outparcel.

(7) The Outparcel shall be kept neat, orderly, planted in grass and trimmed until improved and constructed.

(8) Subject to the prior written consent of Developer, any building, structure or improvement on the Outparcel shall be used for retail or commercial purposes only, however, no building, structure or improvement on the Outparcel may be used as a theater, night club, bowling alley, health spa, cafeteria, billiard parlor or other place of recreation or amusement, or as a business deriving in excess of thirty-five percent (35%) of its gross sales from the sale of alcoholic beverages or as a pharmacy, a discount department store, membership warehouse club, grocery store, a retail facility dispensing gasoline or fuel from pumps, a variety, general or "dollar" store or as any combination of the foregoing uses. "Discount department store" and/or "discount store", as those terms are used herein, shall mean a discount department store or discount store containing more than 30,000 square feet of building space used for the purpose of selling a full line of hard goods and soft goods (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Wal-Mart.

(9) The owner(s) of the Outparcel or Developer shall maintain comprehensive public liability insurance, property damage and all-risk hazard insurance on the Outparcel their buildings, appurtenances and other improvements located thereon. Such insurance shall (i) be carried with reputable companies licensed to do business in the state in which the Outparcel are located; (ii) have liability limits of at least $5,000,000.00 for each occurrence, bodily injury and property damage combined; (iii) provide for full replacement value for the buildings and improvements covered thereunder; and (iv) not be subject to change, cancellation or termination without at least thirty (30) days prior written notice to Developer.

5. Common Areas.

a. Grant of Easements. Each party, as grantor, hereby grants to the other party, as grantee, and to the agents, customers, invitees, licensees, tenants and employees of grantee, a nonexclusive easement over, through and around their respective tracts for roadways, walkways, ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles, and the use of facilities installed for the comfort and convenience of customers, invitees, licensees, tenants and employees of all businesses and occupants of the buildings constructed on the Building Areas defined above. In addition to the foregoing, Wal-Mart and Developer hereby grant for the benefit of those certain Outparcel now owned by Developer and identified on Exhibit A-1, nonexclusive easements for vehicular and pedestrian access, ingress, and egress over and across the Wal-Mart Tract and the Developer Tract; provided, however, in no event shall the owner, occupant, licensee or invitee of any of the Outparcel be permitted to use the Wal-Mart Tract or the Developer Tract for vehicular parking or for any other purpose other than as described above. Without limiting the generality of the foregoing, Wal-Mart hereby grants to the Developer the right to construct the access points depicted on Exhibit A-2 from the Developer Tract and Outparcel onto the Wal-Mart Tract (collectively the "Access Cuts"). The Access Cuts shall not be located in any locations other than the locations depicted on Exhibit A-2 without the prior written consent of Wal-Mart and the Developer.

b. Limitations on Use.

(1) Customers. Each party shall use reasonable efforts to ensure that customers and invitees shall not be permitted to park on the Common Areas except while shopping or transacting business on the Wal-Mart Tract and the Developer Tract.

(2) Employees. Each party shall use reasonable efforts to ensure that employees shall not park on the Common Areas, except in areas designated on Exhibit A-2 as "employee parking areas," if any. The parties hereto may from time to time mutually designate and approve "employee parking areas" not shown on Exhibit A-2.

(3) General. Any activity within the Common Areas other than its primary purpose of the Common Areas, which is to provide for parking for the

customers, invitees and employees of those businesses conducted within the Building Areas and for the servicing and supplying of such businesses, shall be permitted so long as such activity shall not unreasonably interfere with such primary purpose. Persons using the Common Areas in accordance with this Agreement shall not be charged any fee for such use.

c. Utility and Service Easements. The parties shall cooperate in the granting of appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Shopping Center and the Outparcel. Both parties shall use their best efforts to cause the installation of such utility and service lines prior to paving of the Common Areas. No such lines, sewers, utilities or services of one party shall be installed within the Building Areas on the other party's parcel.

d. Water Flow. Any alteration in the natural water flow which may occur as a natural consequence of normal construction activities and the existence of the party's improvements substantially as shown on Exhibit A-2 (including without limitation building and building expansion, curbs, drives and paving) shall be permitted.

6. Development, Maintenance, and Taxes.

a. Development.

(1) Arrangement. The arrangement of the Common Areas shall not be changed in a manner inconsistent with the provisions of this Agreement.

(2) "Parking Area" Ratio. Wal-Mart agrees that at all times there shall be independently maintained on the Wal-Mart Tract parking area sufficient to accommodate not fewer than four and three-quarters (4.75) car spaces for each one thousand (1,000) square feet of building or buildings on the Wal-Mart Tract. The Developer agrees that at all times there shall be independently maintained on the Developer Tract parking area sufficient to accommodate not fewer than (i) fifteen (15) spaces for every one thousand (1,000) square feet of building space for any cafeteria or any restaurant or entertainment use in excess of five thousand (5,000) square feet, (ii) ten (10) spaces for every one thousand (1,000) square feet of building space for any restaurant or entertainment use less than five thousand (5,000) or (iii) five (5.0) spaces per one thousand (1,000) square feet of building space for any other use.

(3) Development Timing. Concurrent with any building being constructed within the Building Areas of either tract by the owner of said tract (the "Developing Party"), the Common Areas of that tract shall be developed in accordance with Exhibit A-2 at the expense of such Developing Party. In the event such construction by the Developing Party shall occur prior to the development of the other tract, the Developing Party shall have the right to grade, pave and use any portion of the Common Areas of the non-developing party's tract for access and for construction of,

but not limited to, drainage structures and utility lines as is necessary to provide essential services to the Developing Party's tract.

(4) Service Drive. Wal-Mart agrees that the "Service Drive," depicted on Exhibit A-2 shall be developed simultaneously with the development and construction on the Wal-Mart Tract by Wal-Mart. In the event the Developer elects to develop the Developer Tract or the Outparcel prior to the Wal-Mart development on the Wal-Mart Tract, the Developer shall have the right, at its sole cost and expense, to construct the Service Drive. In the exercise of the Developer's rights granted pursuant to this Section 6(a)(4), the Developer shall cause the Service Drive to be constructed in accordance with Wal-Mart required design and construction standards.

b. Maintenance.

(1) Standards. Following completion of the improvements on the Common Areas, the parties hereto shall maintain the Common Areas in good condition and repair. The maintenance is to include, without limitation, the following:

(a) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;

(b) Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(c) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;

(d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;

(e) Maintaining all perimeter and exterior building walls including but not limited to all retaining walls in a good condition and state of repair, and

(f) Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary

(2) Expenses. The respective owners shall pay the maintenance expense of their tracts

(3) By Agent. Subject to the mutual agreement of the parties hereto, a third party may be appointed as an agent of the parties to maintain the Common Areas in the manner as above outlined. Said third party may receive for such agency a fee that is mutually acceptable to all parties to cover supervision,

management, accounting and similar fees, which sums are to be included in the general maintenance expense paid by the respective owners of the Common Areas.

c. Taxes. Each of the parties hereto agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against that part of the Common Areas owned by it.

7. Signs. No sign shall be located on the Common Areas on the Wal-Mart Tract and the Developer Tract except signs advertising businesses conducted thereon of which, there shall be no more than three (3) signs on the Common Areas on the Wal-Mart Tract and three (3) signs (in addition to the Tower Sign, as hereafter defined) on the Common Areas on the Developer Tract. No signs shall obstruct the ingress and egress shown on Exhibit A-2. In the event that the Developer in the Developer's discretion elects to construct the Tower Sign at the location depicted on Exhibit A-2 and in the event that retail signage is permitted to be placed thereon, then effective from and after the completion of the construction of the Tower Sign, the Developer hereby grants to Wal-Mart an easement on the top tenant position for signage purposes on each side of said Tower Sign that is permitted to display signage. In no event shall any other entity be allocated more square footage of signage on the Tower Sign than Wal-Mart.

8. Indemnification/Insurance.

a. Indemnification. Each party hereby indemnifies and saves the other party harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own tract, except if caused by the act or negligence of the other party hereto.

b. Insurance.

(1) Wal-Mart and the Developer (for the Developer Tract and the Outparcel until such time as the Outparcel are sold or leased to other parties who shall thereby assume this obligation) shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than $5,000,000.00 for injury or death of a single person, and to the limit of not less than $5,000,000.00 for any one occurrence, and to the limit of not less than $5,000,000.00 for property damage. Each party shall provide the other party with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without ten (10) days prior written notice to the other party.

(2) At all times during the term of this Agreement, each party shall keep improvements on its property insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause in effect from time to time in the state in which the parties' respective properties are located, with such insurance to be for the full replacement value of the insured improvements.

(3) Policies of insurance provided for in this Paragraph 8 shall name Wal-Mart and Developer as insureds as their respective interests may appear, and each of them shall provide to the other certificates evidencing the fact that such insurance has been obtained.

(4) Wal-Mart for itself and its property insurer hereby releases Developer, and Developer for itself and its property insurer hereby releases Wal-Mart from and against any and all claims, demands, liabilities or obligations whatsoever for damage to each other's property or loss of rents or profits of either Wal-Mart or Developer resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any agent, associate or employee of the party being released, this release being to the extent that such damage or loss is covered by the property insurance which the releasing party is obligated hereunder to carry, or, if the releasing party is not carrying that insurance, then to the extent such damage or loss would be covered if the releasing party were carrying that insurance.

(5) Notwithstanding anything to the contrary contained in this Paragraph 8, so long as the net worth of Wal-Mart shall exceed One Hundred Million Dollars ($100,000,000 00), and so long as Wal-Mart is owner or lessee of the Wal-Mart Tract, Wal-Mart shall have the right to retain (in whole or in part) the financial risk for any claim.

9. Eminent Domain

a. Owner's Right To Award. Nothing herein shall be construed to give either party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other party's tract or giving the public or any government any rights in said tract. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Areas located on the Wal-Mart Tract and the Developer Tract, the award attributable to the land and improvements of such portion of the Common Areas shall be payable only to the owner thereof, and no claim thereon shall be made by the owners of any other portion of the Common Areas.

b. Collateral Claims. All other owners of the Common Areas may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another owner.

c. Tenant's Claim Nothing in this Paragraph 9 shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment.

d. Restoration Of Common Areas. The owner of any portion of the Common Areas so condemned shall promptly repair and restore the remaining portion of the Common Areas within its respective tract as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

10 Rights And Obligations Of Lenders If by virtue of any right or obligation set forth herein a lien shall be placed upon the tract of either party hereto, such lien shall expressly be subordinate and inferior to the lien of any first lienholder now or hereafter placed on such tract. Except as set forth in the preceding sentence, however, any holder of a first lien on the Wal-Mart Tract or the Developer Tract, and any assignee or successor in interest of such first lienholder, shall be subject to the terms and conditions of this Agreement.

11. Expansion Of Shopping Center. The parties agree that in the event the Shopping Center is expanded by ownership, control of the parties or agreement with a third party, all of the provisions of this Agreement shall apply to the expanded area and the parking to the building ratio in the expanded area shall not be less than that provided in Paragraph 6.a.(2).

12. Release from Liability. Any person acquiring fee or leasehold title to the Wal-Mart Tract or the Developer Tract, or any expansion of the Shopping Center pursuant to Paragraph 11 or any portion thereof, shall be bound by this Agreement only as to the tract or portion of the tract acquired by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such tract or portion of the tract, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this paragraph, the easements, covenants and restrictions in this Agreement shall continue to be benefits to and servitudes upon said tracts running with the land.

13. Breach. In the event of breach or threatened breach of this Agreement, only all record owners of the Wal-Mart Tract as a group, or all record owners of the Developer Tract as a group, or Wal-Mart so long as it or any affiliate has an interest as owner or lessee of the Wal-Mart Tract or Developer so long as it or any affiliate has an interest as owner or lessee of the Developer Tract, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees, which shall be deemed to have accrued on the date such action was filed.

14. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land.

This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

15. Document Execution, Modification and Cancellation. It is understood and agreed that until this document is fully executed by both Developer and Wal-Mart there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. This Agreement (including exhibits) may be modified or canceled only by the mutual agreement of (a) Wal-Mart as long as it or its affiliate has any interest as either owner or lessee of the Wal-Mart Tract, or its successors in interest, and (b) Developer, as long as it or its affiliate has any interest as either owner or lessor of the Developer Tract, or its successors in interest

16. Non-Merger. So long as Wal-Mart or its affiliate is owner or lessee of the Wal-Mart Tract, this Agreement shall not be subject to the doctrine of merger.

17. Duration. Unless otherwise canceled or terminated, all of the easements granted in this Agreement shall continue in perpetuity and all other rights and obligations hereof shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof.

18. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

20. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows.

Wal-Mart: Wal-Mart Real Estate Business Trust (Store No. #3848)
2001 S.E. 10th Street
Bentonville, AR 72716-0550
Attention: President

With a copy to:
Wal-Mart Real Estate Business Trust (Store No. #3848)
Attention: Property Management, State of Utah
2001 S.E. 10th Street
Bentonville, AR 72716-0550

Developer: Holrob Investments, LLC
5500 Lonas Drive
Suite 300
Knoxville, TN 37909
Attention: Mr. Robert S. Talbott

Notices shall be effective upon receipt or refusal. In the event that any person acquires a fee interest in the Shopping Center said person shall be entitled to provide a request for notice to the addressees listed above, which request, in order to be effective, must also be recorded in the county recorder's office in the county in which the Shopping Center is located. Any party shall be entitled to change its address for notice by providing notice of such change and recording a copy of the notice of such change in the county recorder's office in the county recorder's office in the county in which the Shopping Center is located. Until such time as the notice of change is effective pursuant to the terms of this Section 20 and until such time as it is recorded as required above, the last address of said party shall be deemed to be the proper address of said party.

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Approved as to legal terms only
By _____
WAL-MART LEGAL TEAM
Date 8-4-05

WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust

By _____
Barry T. Shanahan
Its Assistant Vice President

"Wal-Mart"

HOLROB INVESTMENTS, LLC, a
Tennessee limited liability company

By _____
Robert S. Talbott
Its President

"Developer"

State of Arkansas

County of Benton

The foregoing instrument was acknowledged before me this 2nd day of August, 2005, by Barry T. Shannahan, an Assistant Vice President of Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of the trust.

(Seal and Expiration Date)

CINDY HOMBS
NOTARY PUBLIC-STATE OF ARKANSAS
BENTON COUNTY
My Commission Expires 02-25-2007

_____
Notary Public

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by Robert S. Talbott, the President of Holrob Investments, LLC, a Tennessee limited liability company, on behalf of the company.

(Seal and Expiration Date)

_____
Notary Public

HOLROB INVESTMENTS, LLC, a
Tennessee limited liability company

By _____
Robert S. Talbott
Its President

"Developer"

State of Arkansas

County of Benton

The foregoing instrument was acknowledged before me this _____ day of August, 2005, by Barry T. Shannahan, an Assistant Vice President of Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of the trust.

(Seal and Expiration Date)

_____
Notary Public

State of Tennessee

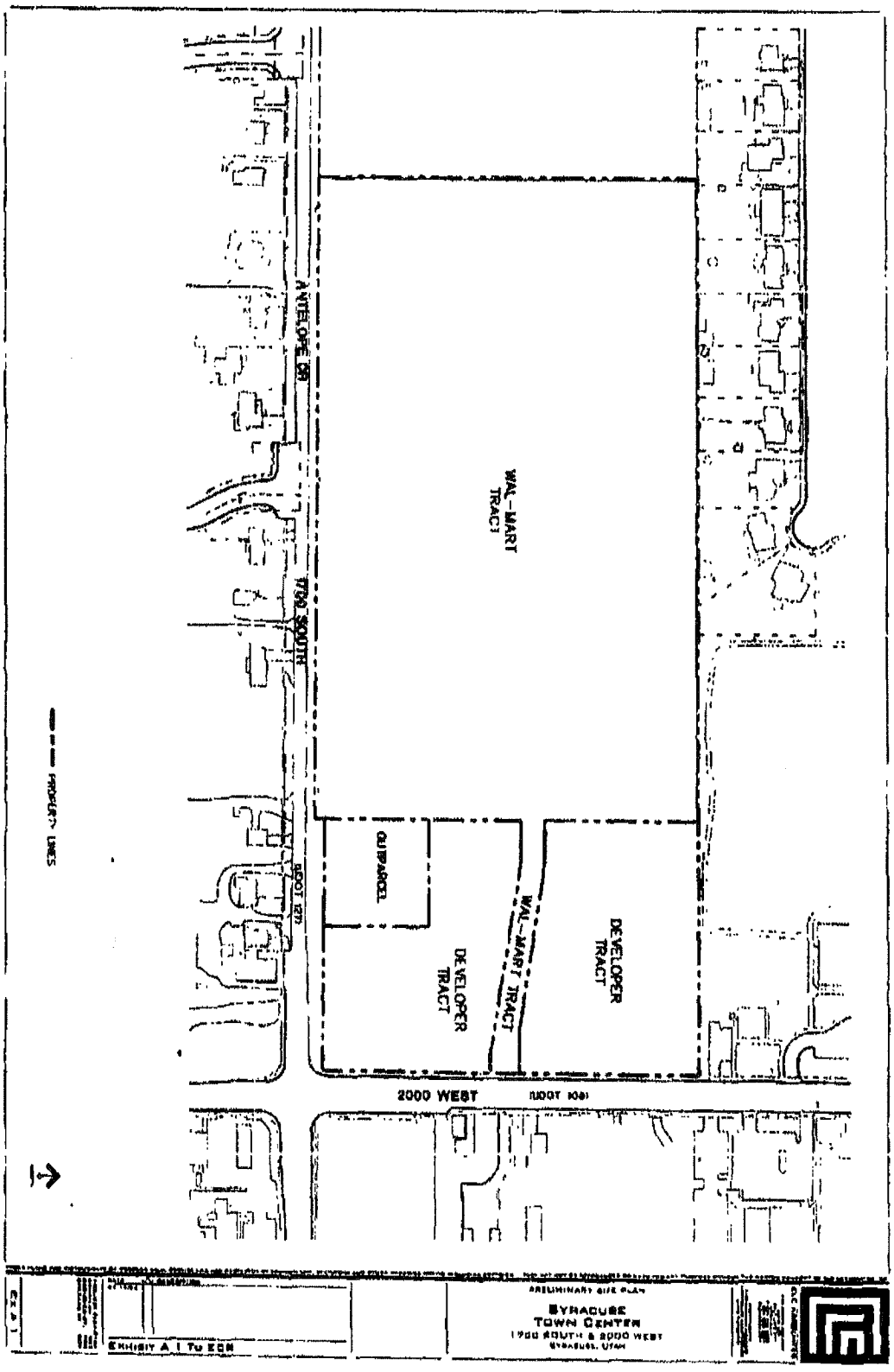
County of Knox

The foregoing instrument was acknowledged before me this 1st day of August, 2005, by Robert S. Talbott, the President of Holrob Investments, LLC, a Tennessee limited liability company, on behalf of the company.

(Seal and Expiration Date) 10-02-06

SUSAN J. HAINES STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

Susan J. Haines
Notary Public



-RECORDER'S MEMO-
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN RECEIVED

-RECORDER'S MEMO-
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN RECEIVED

EXHIBIT B

(Wal-Mart Tract legal description)

WAL-MART TRACT DESCRIBED AS

ALL LOTS 1, 2 & 6 OF THE SYRACUSE WAL-MART SUBDIVISION, AS SHOWN ON A PLAT RECORDED IN BOOK 13, PAGE 606 OF OFFICIAL DAVIS COUNTY RECORDS.

CONTAINS 21.20 ACRES, MORE OR LESS.

-RECORDER'S MEMO-
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN RECEIVED

PROJ #: 04.0153
DATE: 07/19/05
REV #:
ABI #:
R DATE:

SYRACUSE WAL-MART
WAL-MART TRACTS
EXHIBIT "B"
2000 WEST 1700 SOUTH
SYRACUSE, UTAH

LEGAL DESCRIPTION

CLC ASSOCIATES
350 SOUTH 400 EAST
SUITE 204
SALT LAKE CITY
UTAH 84111
P 801 355 2500
F 801 355 2504
CLCA@CLC.COM
ARCHITECTURE
ENGINEERING PLANNING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

EXHIBIT C

(Developer Tract and Outparcel legal description)

DEVELOPER TRACT DESCRIBED AS

ALL LOTS 4 & 5 OF THE SYRACUSE WAL-MART SUBDIVISION, AS SHOWN ON A PLAT RECORDED IN BOOK 12, PAGE 606 OF OFFICIAL DAVIS COUNTY RECORDS.

CONTAINS 6.53 ACRES, MORE OR LESS.

OUTPARCEL DESCRIBED AS

ALL LOT 3 OF THE SYRACUSE WAL-MART SUBDIVISION, AS SHOWN ON A PLAT RECORDED IN BOOK 12, PAGE 606 OF OFFICIAL DAVIS COUNTY RECORDS.

CONTAINS 0.95 ACRES, MORE OR LESS.

-RECORDER'S MEMO-
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN RECEIVED

PROJ # 04 01 53
DATE 07/19/05
REV #
ADJ #
R DATE

SYRACUSE WAL-MART
HOLROB TRACTS
EXHIBIT "C"
2000 WEST 1700 SOUTH
SYRACUSE, UTAH

LEGAL DESCRIPTION

CLC ASSOCIATES
ARCHITECTURE
ENGINEERING PLANNING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

2021-60
PERM

DEVELOPMENT AGREEMENT FOR THE TOWNS AT CITY CENTER LOCATED AT APPROXIMATELY 1556 SOUTH 2000 WEST, SYRACUSE, UTAH

This Development Agreement ("Agreement") is made and entered into as of this 6TH day of AUGUST, 2021, by and between **Towns at City Center, LLC** (the "Developer") and **Syracuse City**, a municipality and political subdivision of the State of Utah (the "City").

RECITALS:

A. The Developer owns approximately .94 acres of land, located at approximately 1556 South 2000 West in Syracuse, Davis County, Utah (parcel ID number 12-643-0006), 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 Mixed Use Development (MXD) Zone, and for which the Developer, through an application initially submitted on **April 15, 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 would not be possible without the zone change and the promised quality of product and theme.

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.** 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.

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. Each unit shall have covered front porches with dimensions of at least eight feet by six feet (8' x 6').
b. Concrete plaza adjacent to commercial units
c. Window design that includes the sizes, location, number, muntin and mullion exactly as shown in Exhibit B.
d. Each front door shall feature glass
e. No stucco may be used for exterior
f. At least thirty percent (30%) brick shall be required on each façade
g. Garages shall be rear-facing
h. Entries on the end caps of the two Interior Buildings shall be rotated to face South
i. Unless expressly provided in the text of this Agreement, the inclusion of an architectural feature on a provided elevation does not override the requirements of applicable building codes or Syracuse zoning codes.

6. **Landscaping.** The Developer shall landscape and improve all open spaces around or adjacent to building lots, as well as common spaces.

7. **Amenities.** The Developer shall install the amenities indicated on the Development Plan, specifically including a central courtyard with arbors and a lawn area.

7.1.

Once installed, the maintenance of the amenities shall be the sole responsibility of the applicable homeowner's association.

8. **Minimum Lot Standards.** All lots designed for this Project meet or exceed the standards set forth in City Code. Developer also agrees to the following elements related to the site:

8.1. **Residential Density.** The lots in the Project represent a net density of 21.27 residential units per acre. The maximum number of residential units in the Project is 20.

8.2. **Number of Buildings.** The Project shall include four buildings, which shall house the residential and commercial units, as shown on in Exhibit B. Two of the buildings (the "interior buildings") shall include five-plex residential units, and two of the buildings (the "exterior buildings") shall include five-plex residential units with at least two first floor commercial units.

8.3. **Garages.** Eighteen of the units shall include two-car garages. The two remaining residential units, which are located above the commercial units, need not have dedicated garage space.

8.4. **North Setback.** The Plan provides for a six-foot wide setback, combined with a six-foot precast concrete fence and landscape buffer with trees and shrubs for screening. This is acceptable under City code and may be approved by the Planning Commission in its site plan review, as permitted by the City code. Modification of construction materials or reduction of vegetation will nullify the acceptability of the six-foot setback, and revert back to the usual ten-foot setback of the code.

8.5. **Building Height.** Buildings may not have greater than three (3) stories.

8.6. **Commercial Development.** The Project shall include a commercial component. The inclusion of the commercial space is a substantial part of this Agreement and constitutes a crucial consideration by the Council in its zoning decision. In accordance with Syracuse City Code § 10.92.040(C)(3), the commercial component of the Development Plan may not be omitted and shall run with the land.

8.6.1. Developer agrees to the construction of at least two (2) commercial units, the total of which includes at least one-thousand two-hundred seventy-eight square feet (1,278 sf) of occupiable commercial floor space. The total square footage does not include exterior features such as parking, mechanical, or landscaping, but it does include interior mechanical necessary to serve the commercial units.

8.6.2. All of the commercial units shall be located on the exterior building(s) of the Project.

8.6.3. The conversion of commercial units into residential units or live-work units, or their use for residential purposes is strictly prohibited.

8.7. **Layout, Circulation and Connectivity.** The layout of the Project as shown in the Development Plan, attached hereto as Exhibit B and incorporated by reference, is approved by the City.

9. **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 responsibility in relation to the property owned by the homeowner association but shall plow and maintain public roads that are designated as public on the plat.

10. **Onsite Improvements.**

10.1. The Developer (and/or any subsequent owner of the Project) shall be responsible for the installation of all onsite parking, drive aisles, culinary water, secondary water, sewer, and storm drainage improvements sufficient for the development of the Project in accordance with the City Code. The water, sewer, stormwater detention basin, and storm drain connections shall be made where and as approved by the City, which approval will not be unreasonably withheld. The existing utilities 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.

11. **Culinary Water**.

11.1. 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.

11.2. 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.

12. **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.

13. **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.

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

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

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

17. **Notices.**

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

To Developer:
Towns at City Center, LLC
1789 South Mills Lane
Syracuse, UT 84075

To the City:

Syracuse City Attorney
1979 West 1900 South
Syracuse, Utah 84075

With a Copy to:

Syracuse City Manager
1979 West 1900 South
Syracuse, UT 84075

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

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

19. **Acknowledgement of Separate CC&R's.** The Developer acknowledges that a set of binding CC&R's already exist and govern the Property. If the City approves the zone, use or site plan, it does not override or diminish the private rights of other members of the association subject to the CC&R's, nor does their approval signal the City's belief that the zoning, use or site plan are in conformance with existing CC&R's for the Property. The City's land use decisions are made without reference to those private obligations, and Developer acknowledges that any approval provided by the City does not affect the Property Owner's legal obligations.

20. **General Terms and Conditions.**

20.1. 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.

20.2. 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.

20.3. 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.

20.4. 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.

20.5. 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.

20.6. 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.

20.7. 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.

Towns at City Center, LLC

STATE OF UTAH NOTARY PUBLIC
SHAWNA BJORGAN
COMMISSION #715949
MY COMMISSION EXPIRES:
12-29-2024

By: Joshua E. Hughes
Manager

Signature

08/06/2021
Date

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this 6 day of August, Friday, 2021, personally appeared before me Joshua E. Hughes, the authorized signer and trustee of **Towns at City Center, LLC**, 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 17 day of August, 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

STATE OF UTAH NOTARY PUBLIC
MARISA GRAHAM
COMMISSION #700465
MY COMMISSION EXPIRES:
05-16-2022

Approved as to Form:

_____
Paul H. Roberts
City Attorney

EXHIBIT A

BOUNDARY DESCRIPTION

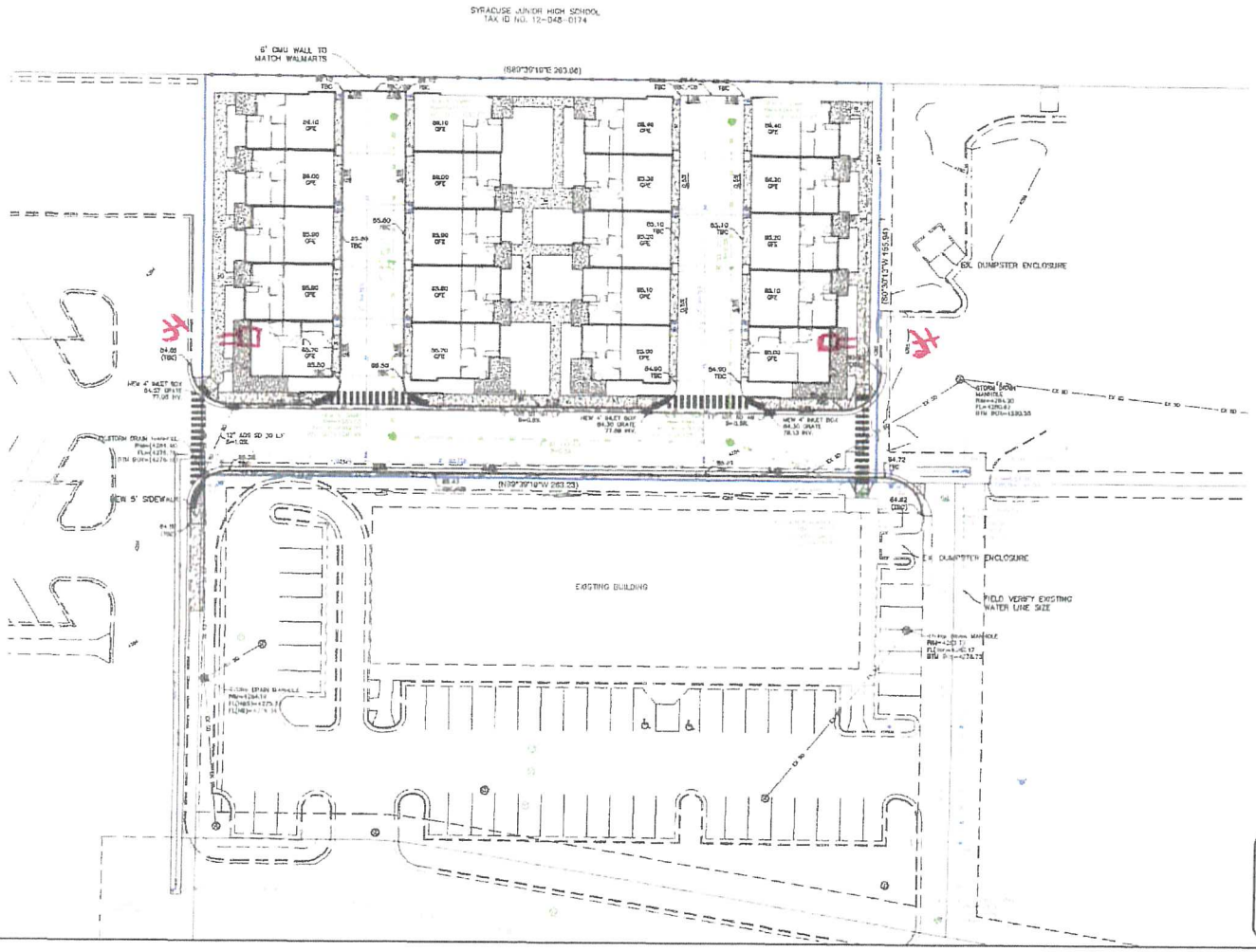
ALL OF LOT 6, SYRACUSE RETAIL SUBDIVISION.

CONT. 0.94000 ACRES.

EXHIBIT B

Development Plan

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



GRADING NOTES:
1. EXTEND FOUNDATION WALLS TO AT LEAST 6" ABOVE FINISHED GRADE.
2. ALL ADA RAMPS PATHWAYS ARE TO BE ADA COMPLIANT.
3. ALL ROOF DRAINS ARE TO CONNECT INTO THE STORM DRAIN SYSTEM.

UTILITY NOTES:
1. ALL UTILITY CONNECTIONS ARE TO BE MADE PER SYRACUSE CITY STANDARDS.
2. ALL SEWER LATERALS ARE TO BE 4" SLOPED AT A 2.0% MINIMUM.
3. EACH TOWNHOME MUST BE EQUIPPED WITH ITS OWN 1" WATER METER.
4. FIRE HYDRANTS AND ACCESS ROADS SHALL BE INSTALLED PRIOR TO CONSTRUCTION OF ANY BUILDINGS. ALL HYDRANTS SHALL BE PLACED WITH A 3' CLEARANCE FACING THE POINT OF ACCESS FOR FIRE DEPARTMENT APPARATUS.
5. DURING CONSTRUCTION, ENSURE FIRE SAFETY IS COMPLIED WITH AS OUTLINED IN CHAPTERS 33 AND 20 OF THE 2018 INTERNATIONAL FIRE CODE, PARTICULARLY WITH REGARDS TO THE COLLECTION AND REMOVAL OF COMBUSTIBLE DEBRIS AND PROVIDING FIRE EXTINGUISHERS.
6. BEFORE ANY CONSTRUCTION OF ANY BUILDINGS, A FIRE FLOW TEST OF THE NEW HYDRANTS SHALL BE CONDUCTED TO VERIFY THE ACTUAL FIRE FLOW FOR THIS PROJECT. THE FIRE PREVENTION DIVISION OF THE DEPARTMENT SHALL WITNESS THIS TEST AND SHALL BE NOTIFIED A MINIMUM OF 48 HOURS BEFORE THE TEST.

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

Notice To Contractors:
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY THE SURVEYOR OR CITY PRODUCED DOCUMENTS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE. IF ANY CONFLICT/DISCREPENCIES ARISE, PLEASE CONTACT THE ENGINEER OF RECORD IMMEDIATELY. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.

HUNT ENGINEERING, LLC
6619 Willow Creek Rd.
Mountain Green, UT 84050
C. 801.684.4724
thomas.hunt@hunt-engineering.com

Towns at City Center
1556 South 2000 West
Syracuse, UT

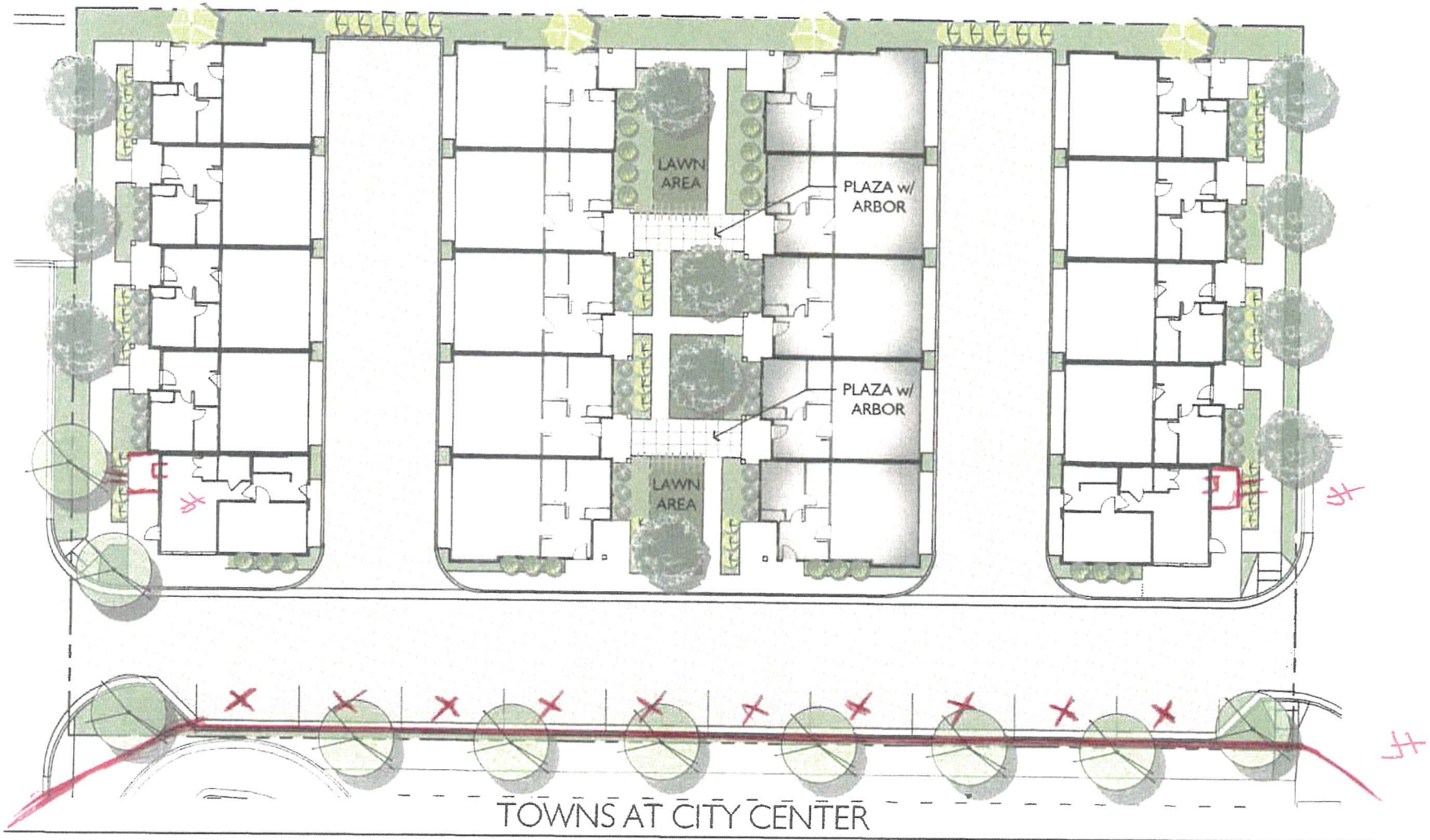
Grading & Utility Plan

Revisions	Date

PROJECT INFO.
Engineer: T. HUNT
Checked: T. HUNT
Start Date: 10/07/2021
Name: Towns at City Center

SHEET 5 of 8 SHEETS

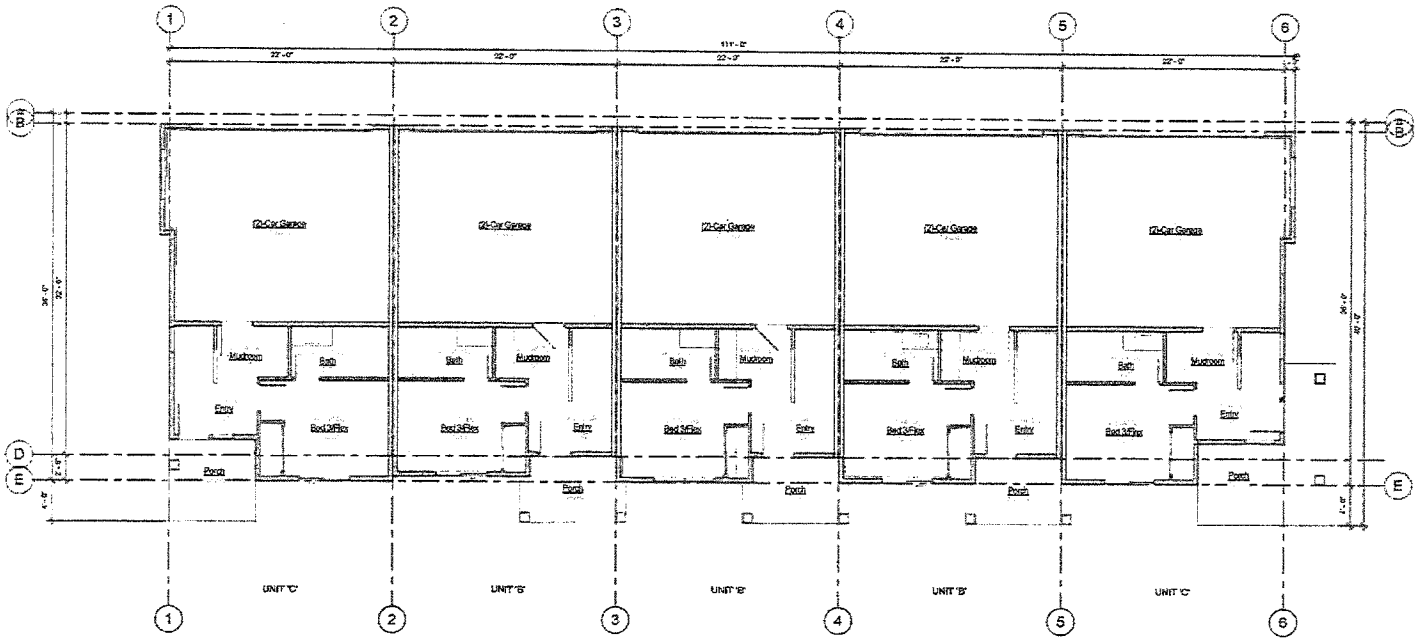
4



TOWNS AT CITY CENTER

1556 SOUTH 2000 WEST
SYRACUSE, UTAH

04.20.2021
NORTH
SCALE: 1"=20'-0"



1 Level 1
3/16" = 1'-0"

Area Schedule (Unit 'B')	
Name	Area
Level 1	287 SF
Level 2	771 SF
Level 3	710 SF
	1768 SF

Area Schedule (Unit 'C')	
Name	Area
Level 1	282 SF
Level 2	795 SF
Level 3	703 SF
	1780 SF

DHD
DESERET HOME DESIGN
4489 W 6775 S, HOOPER, UT 84315
(801) 726-9822
DeseretHomeDesign@gmail.com

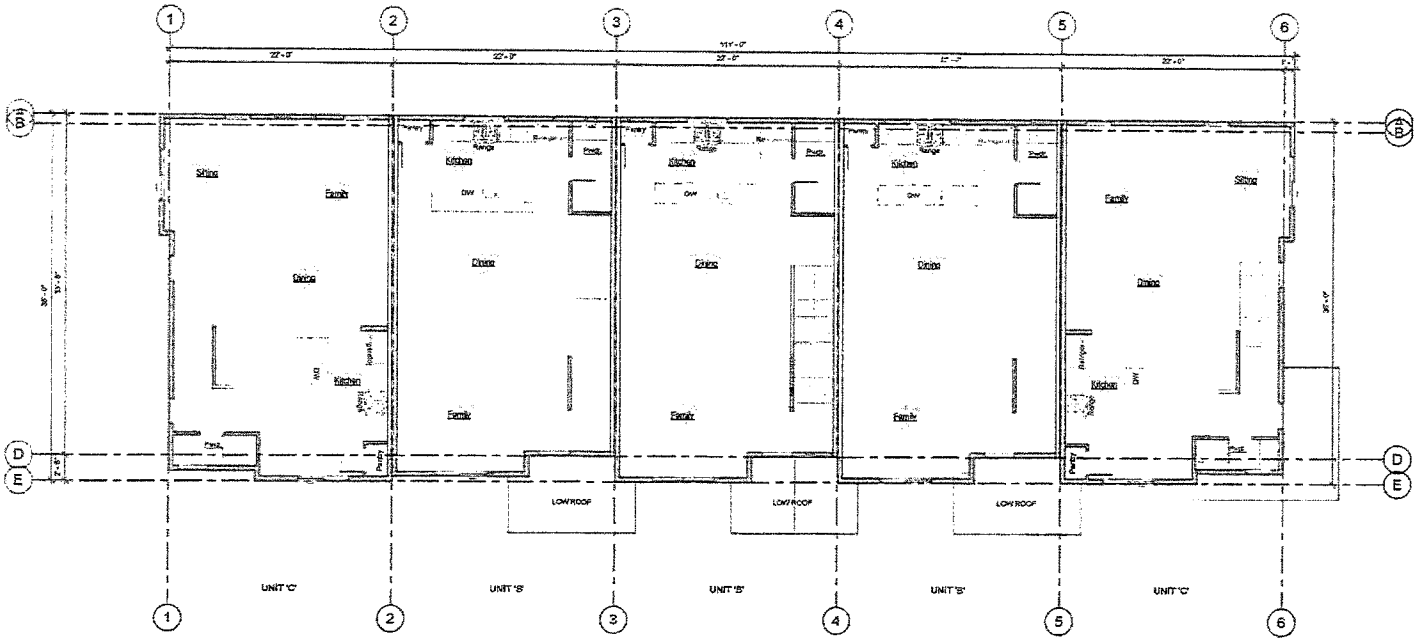
KEYNOTES

Towns at City Center
Syracuse, Utah
Level 1 Plan

Project number	Project Number
Date	April 24, 20121
Drawn by	Author
Checked by	Checker

A101

Scale 3/16" = 1'-0"



1 Level 2
3/16" = 1'-0"

Area Schedule (Unit 'S')	
Name	Area
Level 1	287 SF
Level 2	771 SF
Level 3	710 SF
	1768 SF

Area Schedule (Unit 'C')	
Name	Area
Level 1	282 SF
Level 2	795 SF
Level 3	703 SF
	1780 SF

DHD
DESERET HOME DESIGN
4480 W 5715 S, HOOPER, UT 84315
(801) 726-5202
DeseretHomeDesign@gmail.com

KEYNOTES

Towns at City Center
Syracuse, Utah
Level 2 Plan

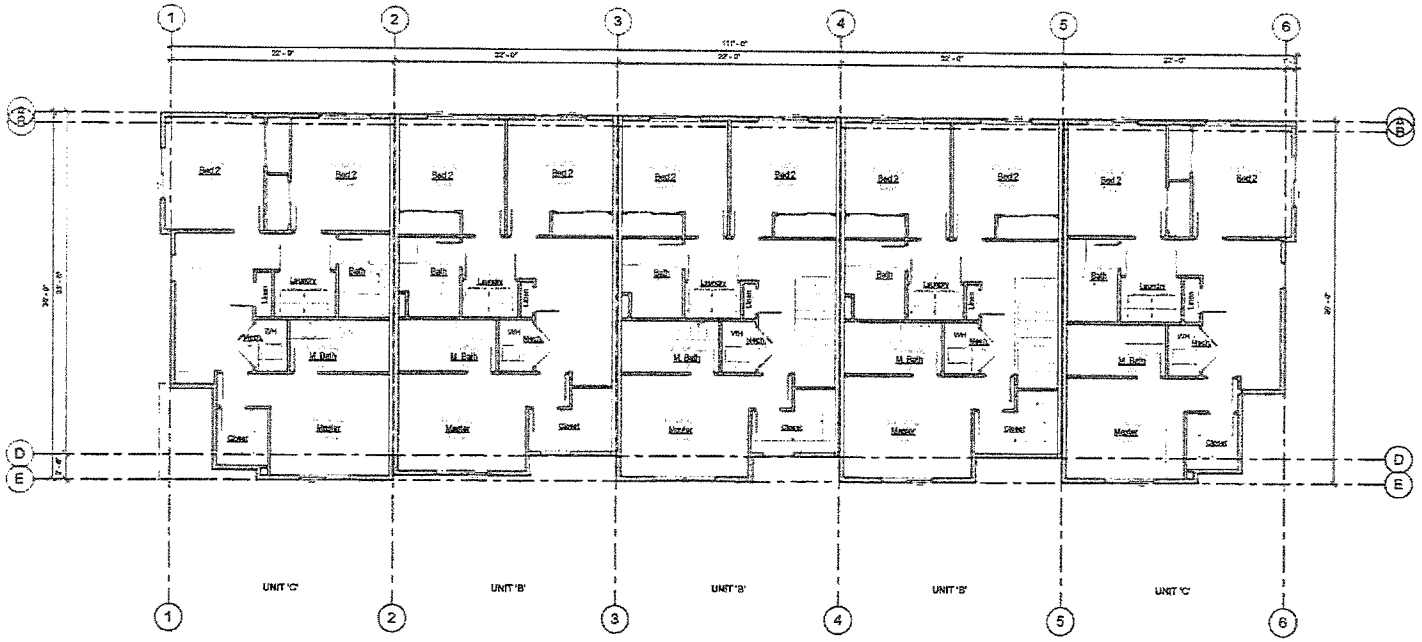
Project number	Project Number
Date	April 24, 20121
Drawn by	Author
Checked by	Checker

A102

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4/27/2021 1:48:38 PM

4



1 Level 3
3/16" = 1'-0"

Area Schedule (Unit 'B')	
Name	Area
Level 1	287 SF
Level 2	771 SF
Level 3	710 SF
	1768 SF

Area Schedule (Unit 'C')	
Name	Area
Level 1	282 SF
Level 2	765 SF
Level 3	703 SF
	1750 SF

DHD
DESERET HOME DESIGN
2459 W 5775 S, HOOPER, UT 84315
(801)-706-6622
DeseretHomeDesign@gmail.com

KEYNOTES

Towns at City Center

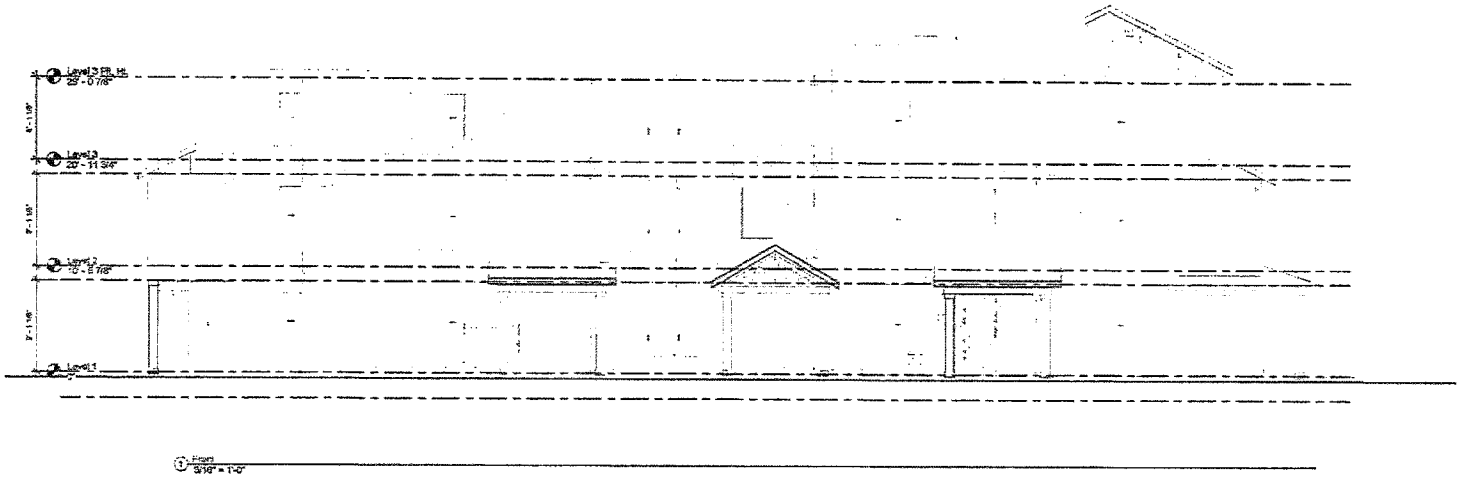
Syracuse, Utah

Level 3 Plan

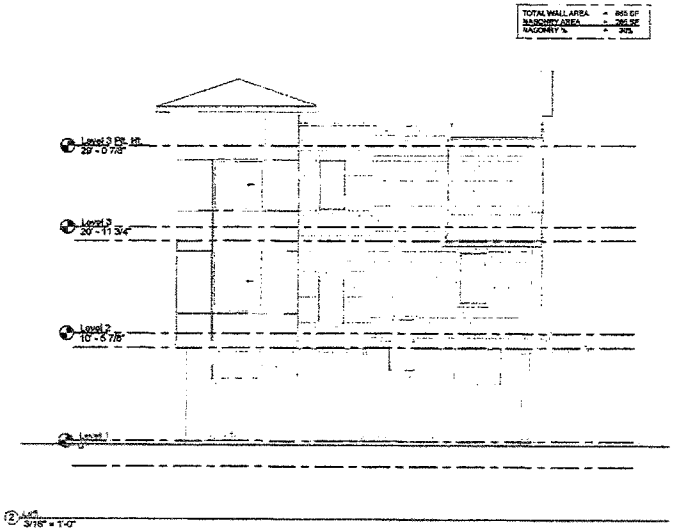
Project number	Project Number
Date	April 24, 20121
Drawn by	Author
Checked by	Checker

A103

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① Front
3/16" = 1'-0"



② Left
3/16" = 1'-0"

DHD

DESERET HOME DESIGN

4405 W 6775 S, HOOPER, UT 84315
(801) 726-8502
DeseretHomeDesign@gmail.com

KEYNOTES

Towns at City Center

Syracuse, Utah

Elevations - TH-3

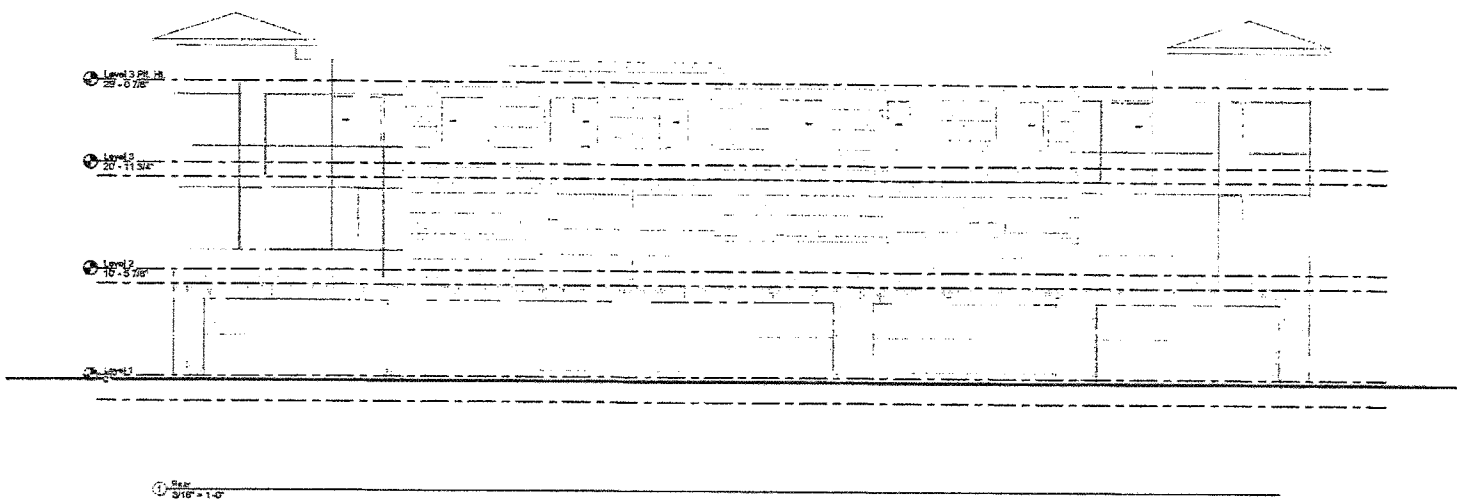
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Date	April 26, 2021
Drawn by	DHD
Checked by	DHD

A201

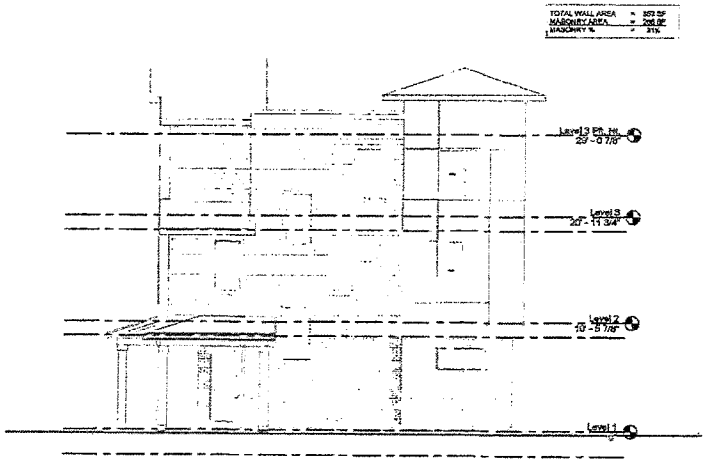
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4/29/2021 3:47:02 PM

4



1 Rear
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2 Right
3/16" = 1'-0"

DHD
DESERET HOME DESIGN
4469 W 5775 S, HOOPER, UT 84315
(801)726-8522
DeseretHomeDesign@qmail.com

KEYNOTES

Towns at City Center
Syracuse, Utah
Elevations - TH-3

Project number	Project Number
Date	April 24, 20121
Drawn by	Author
Checked by	Checker

A202

Scale 3/16" = 1'-0"

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4







DHD
DESERET HOME DESIGN
4459 W 5775 S, HOOPER UT 84315
(801)-726-0622
DeseretHomeDesign@gmail.com

KEYNOTES

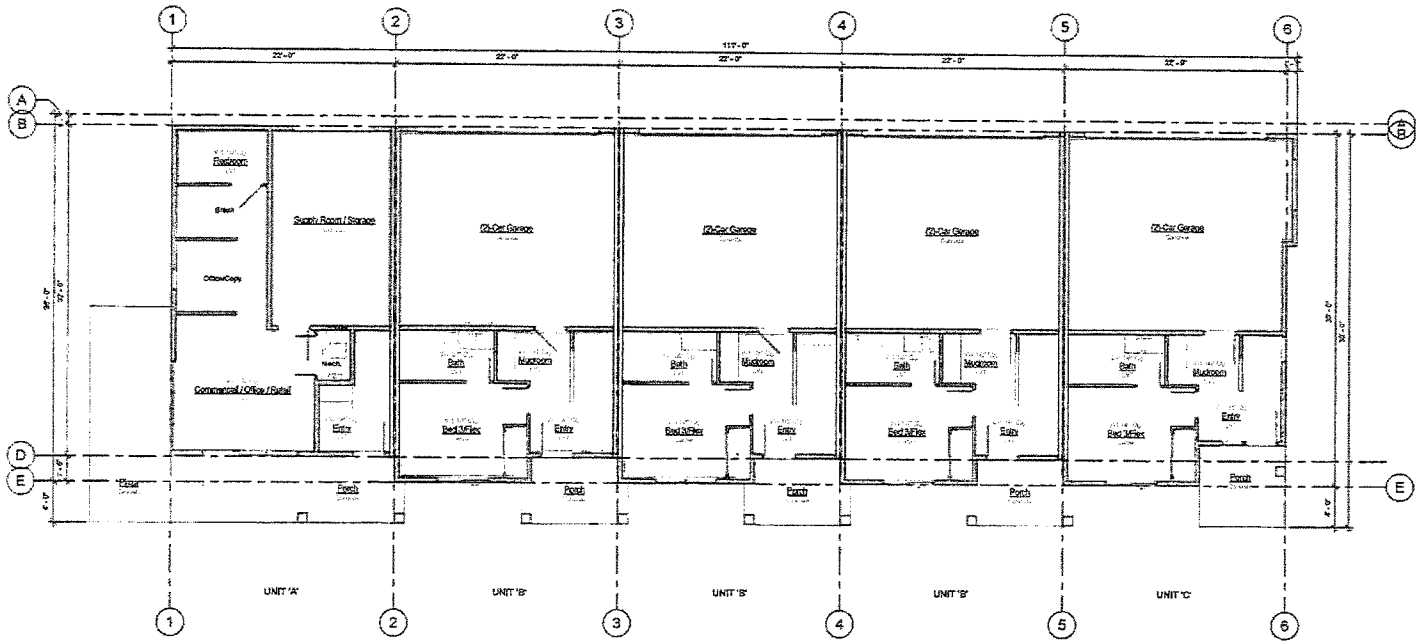
Towns at City Center
Syracuse, Utah
Renderings - TH-3

Project number	Project Number
Date	April 24, 20121
Drawn by	Author
Checked by	Checker

A203

Scale

4/24/2021 1:47:23 PM



1 Level 1
3/16" = 1'-0"

Area Schedule (Unit 'A')	
Name	Area
Commercial	641 SF
Level 1	74 SF
Level 2	767 SF
Level 3	712 SF
	2194 SF

Area Schedule (Unit 'B')	
Name	Area
Level 1	287 SF
Level 2	771 SF
Level 3	711 SF
	1769 SF

Area Schedule (Unit 'C')	
Name	Area
Level 1	282 SF
Level 2	795 SF
Level 3	703 SF
	1780 SF

DHD
DESERET HOME DESIGN
6409 W 6775 S, HOOPER, UT 84315
(801)-706-0822
DeseretHomeDesign@gmail.com

KEYNOTES

Towns at City Center
Syracuse, Utah
Level 1 Plan

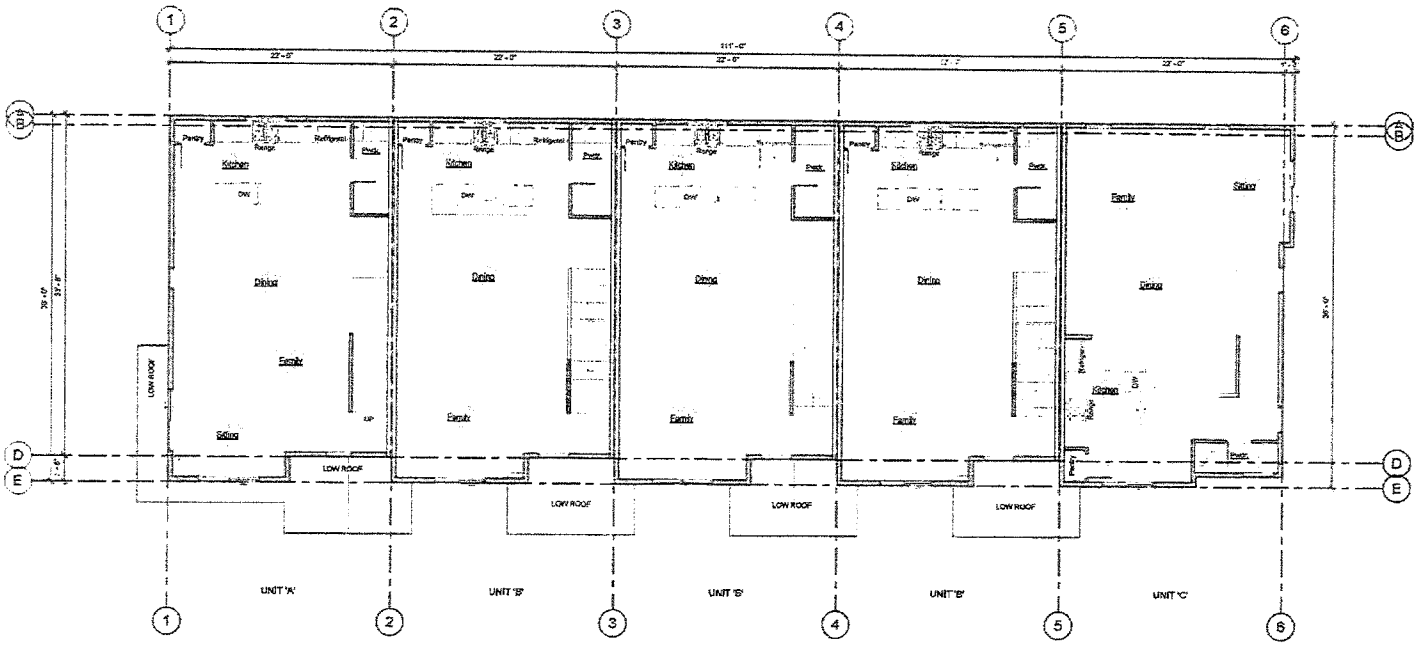
Project number	Project Number
Date	April 15, 2021
Drawn by	Author
Checked by	Checker

A101

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6/30/2021 7:59:00 AM

4



1 Level 2
3/16" = 1'-0"

Area Schedule (Unit 'A')	
Name	Area
Commercial	641 SF
Level 1	74 SF
Level 2	767 SF
Level 3	712 SF
	2194 SF

Area Schedule (Unit 'B')	
Name	Area
Level 1	297 SF
Level 2	771 SF
Level 3	711 SF
	1768 SF

Area Schedule (Unit 'C')	
Name	Area
Level 1	282 SF
Level 2	766 SF
Level 3	703 SF
	1750 SF

DHD
DESERET HOME DESIGN
4489 W 5775 S, HOOPER, UT 84315
(801)-726-8622
DeseretHomeDesign@gmail.com

KEYNOTES

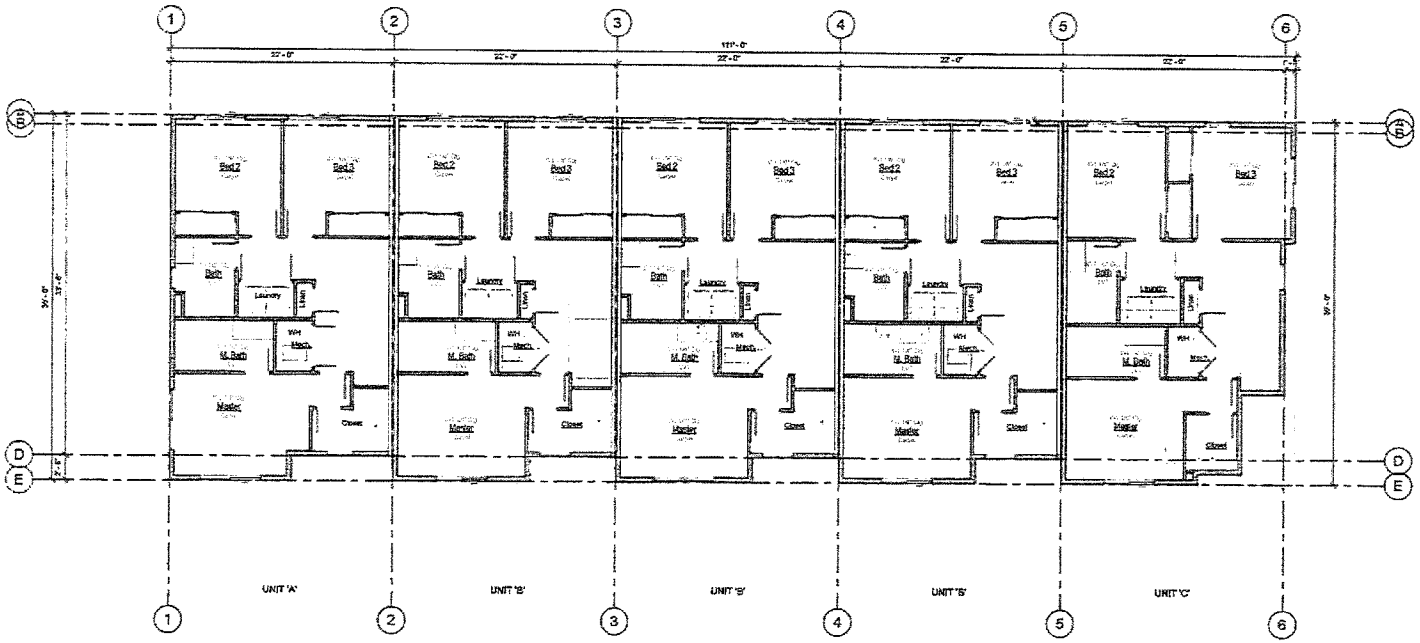
Towns at City Center
Syracuse, Utah
Level 2 Plan

Project number	Project Number
Date	April 15, 2021
Drawn by	Author
Checked by	Checker

A102

Scale 3/16" = 1'-0"

4



1 Level 3
3/16" = 1'-0"

Area Schedule (Unit 'A')	
Name	Area
Commercial	841 SF
Level 1	74 SF
Level 2	787 SF
Level 3	712 SF
	2194 SF

Area Schedule (Unit 'B')	
Name	Area
Level 1	267 SF
Level 2	771 SF
Level 3	711 SF
	1749 SF

Area Schedule (Unit 'C')	
Name	Area
Level 1	282 SF
Level 2	796 SF
Level 3	703 SF
	1780 SF

DHD
DESERET HOME DESIGN
4489 W 6725 S, HOOPER, UT 84315
(801)-706-6622
DeseretHomeDesign@gmail.com

KEYNOTES

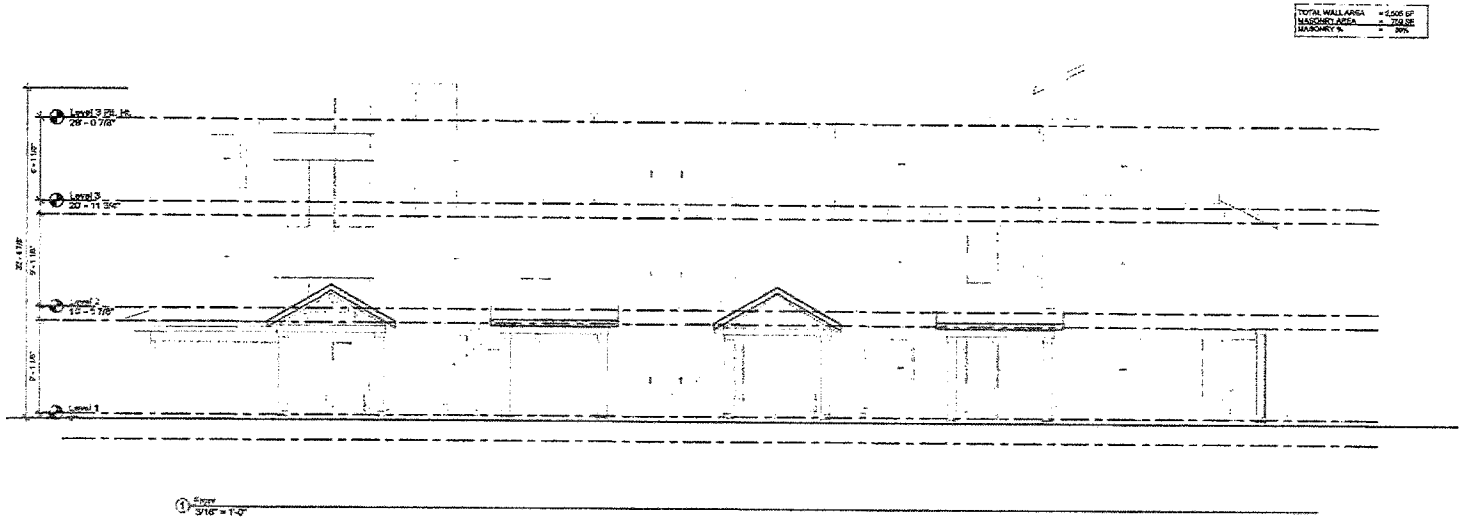
Towns at City Center
Syracuse, Utah
Level 3 Plan

Project number	Project Number
Date	April 15, 2021
Drawn by	Author
Checked by	Checker

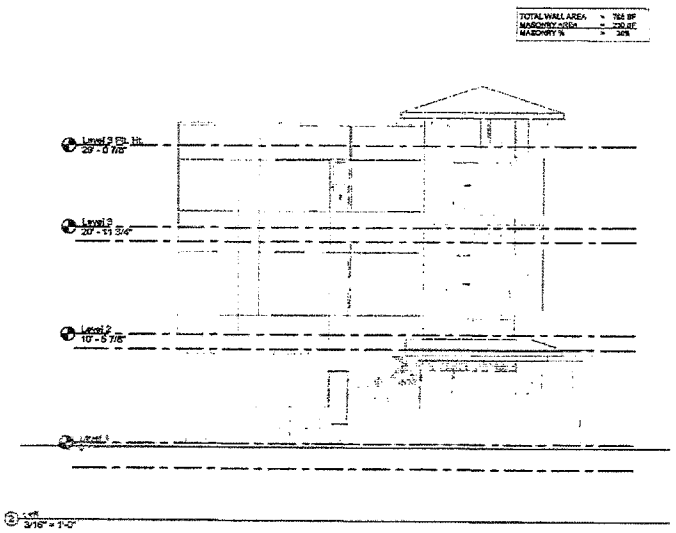
A103

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5/3/2021 7:39:24 AM



1 Front
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2 Left
3/16" = 1'-0"

DHD
DESERET HOME DESIGN
4439 W 6775 S, HOOPER, UT 84315
(801)-706-9622
DeseretHomeDesign@gmail.com

KEYNOTES

Towns at City Center
Syracuse, Utah
Elevations - TH-4

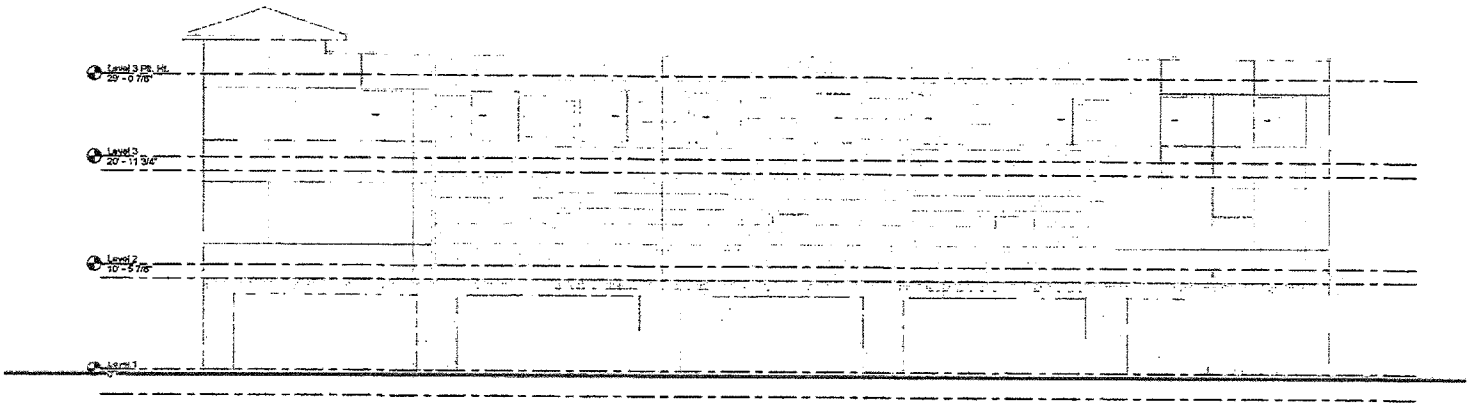
Project number	Project Number
Date	April 13, 2021
Drawn by	DHD
Checked by	DHD

A201

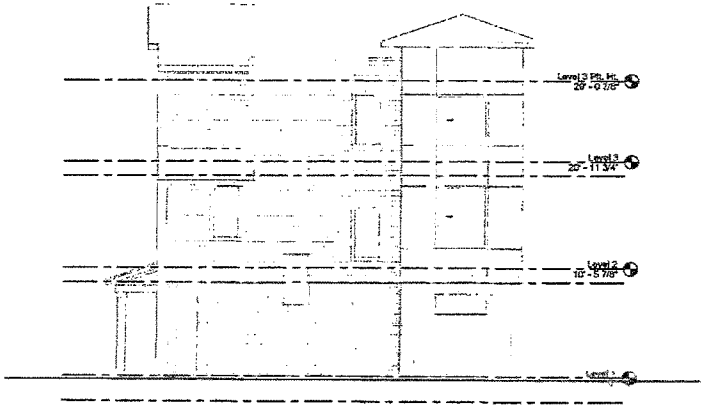
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4/13/2021 12:39:11 AM

4



② Rear
3/16" = 1'-0"



① Front
3/16" = 1'-0"

DHD
DESERET HOME DESIGN
4489 W 6775 S, HOOPER, UT 84315
(801)-706-0622
DeseretHomeDesign@gmail.com

KEYNOTES

Towns at City Center
Syracuse, Utah
Elevations - TH-4

Project number	Project Number
Date	April 15, 2021
Drawn by	Author
Checked by	Checker

A202

Scale 3/16" = 1'-0"

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DHD
DESERET HOME DESIGN
4489 W 5775 S, HOOPER, UT 84315
(941)-706-6622
DeseretHomeDesign@gmail.com

KEYNOTES

Towns at City Center

Syracuse, Utah

Renderings - TH-4

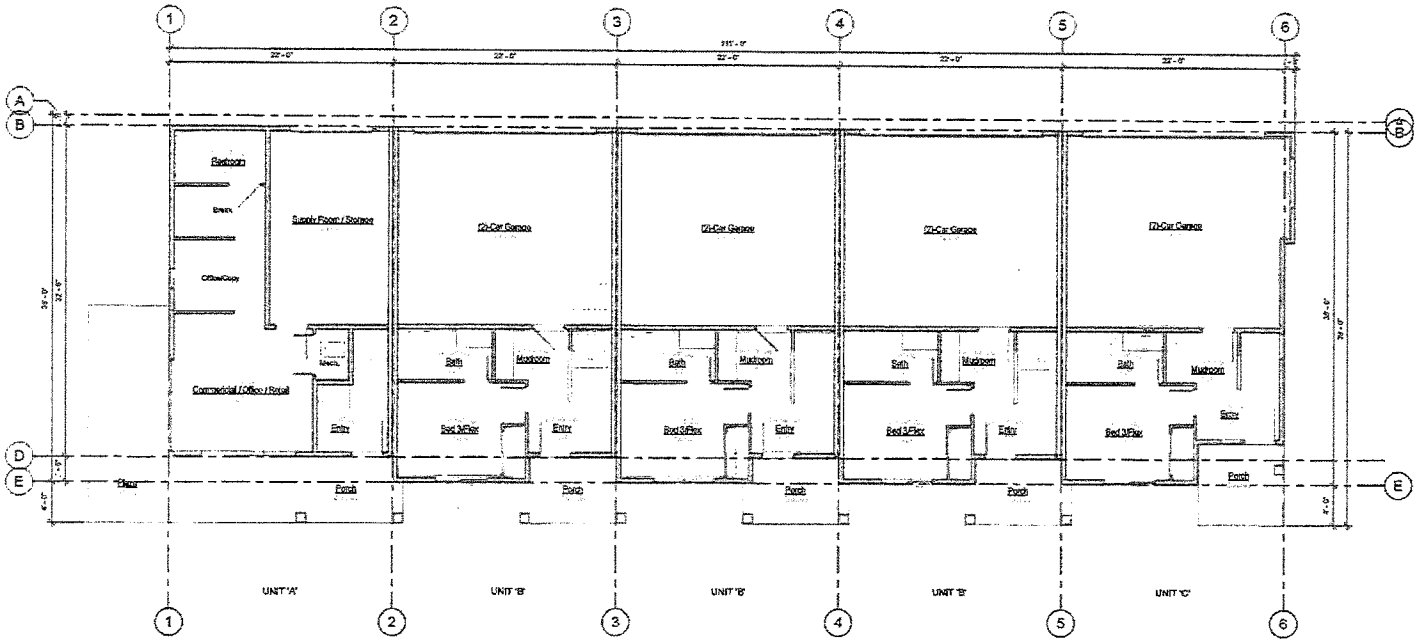
Project number	Project Number
Date	April 15, 2021
Drawn by	Author
Checked by	Checker

A203

Scale

5/5/2021 7:46:01 AM

4



1 Level 1
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Area Schedule (Unit 'A')	
Name	Area
Commercial	641 SF
Level 1	74 SF
Level 2	787 SF
Level 3	712 SF
	2194 SF

Area Schedule (Unit 'B')	
Name	Area
Level 1	287 SF
Level 2	771 SF
Level 3	711 SF
	1769 SF

Area Schedule (Unit 'C')	
Name	Area
Level 1	282 SF
Level 2	798 SF
Level 3	700 SF
	1780 SF

DHD
DESERET HOME DESIGN
4489 W 6775 S, HOOPER, UT 84315
(801) 726-5823
DeseretHomeDesign@gmail.com

KEYNOTES

Towns at City Center
Syracuse, Utah
Level 1 Plan

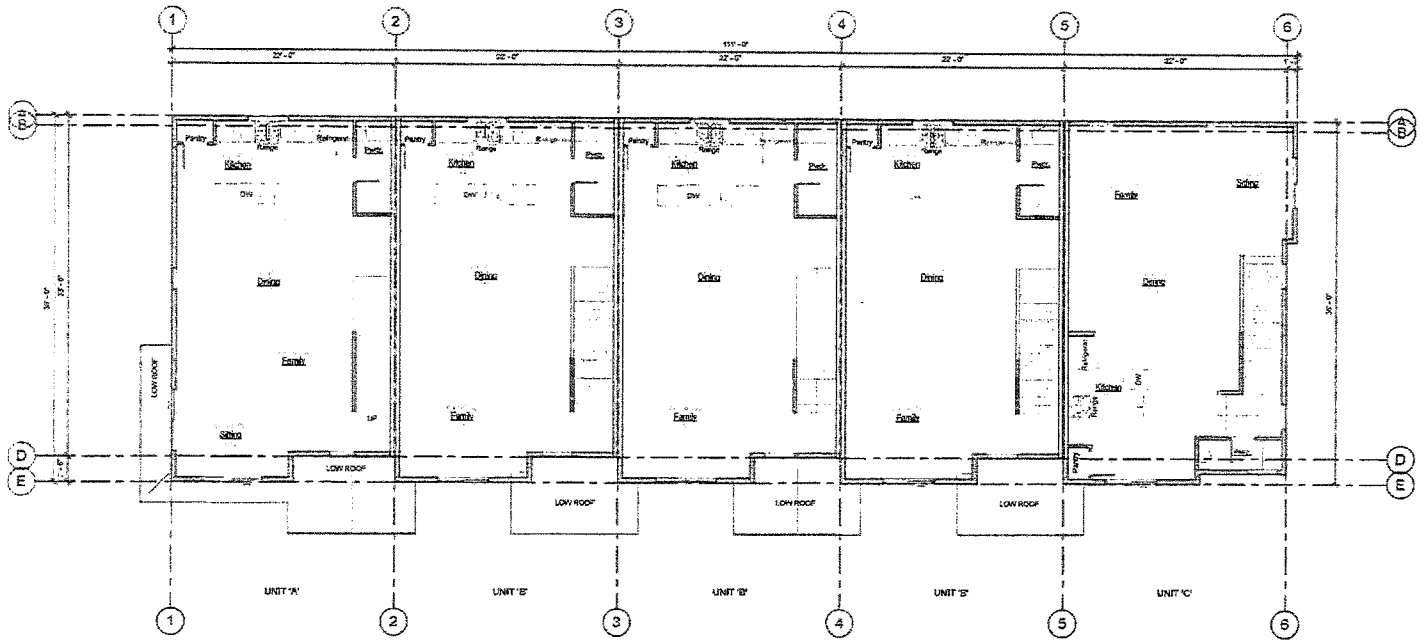
Project number	Project Number
Date	April 15, 2021
Drawn by	Author
Checked by	Checker

A101

Scale 3/16" = 1'-0"

9/29/2021 7:30:38 AM

4



1 Level 2
3/16" = 1'-0"

Area Schedule (Unit "A")	
Name	Area
Commercial	641 SF
Level 1	74 SF
Level 2	767 SF
Level 3	712 SF
	2194 SF

Area Schedule (Unit "B")	
Name	Area
Level 1	287 SF
Level 2	771 SF
Level 3	711 SF
	1769 SF

Area Schedule (Unit "C")	
Name	Area
Level 1	282 SF
Level 2	796 SF
Level 3	703 SF
	1780 SF

DHD
DESERET HOME DESIGN
4486 W 5725 S, HOOPER, UT 84315
(801)-706-6622
DeseretHomeDesign@gmail.com

KEYNOTES

Towns at City Center

Syracuse, Utah

Level 2 Plan

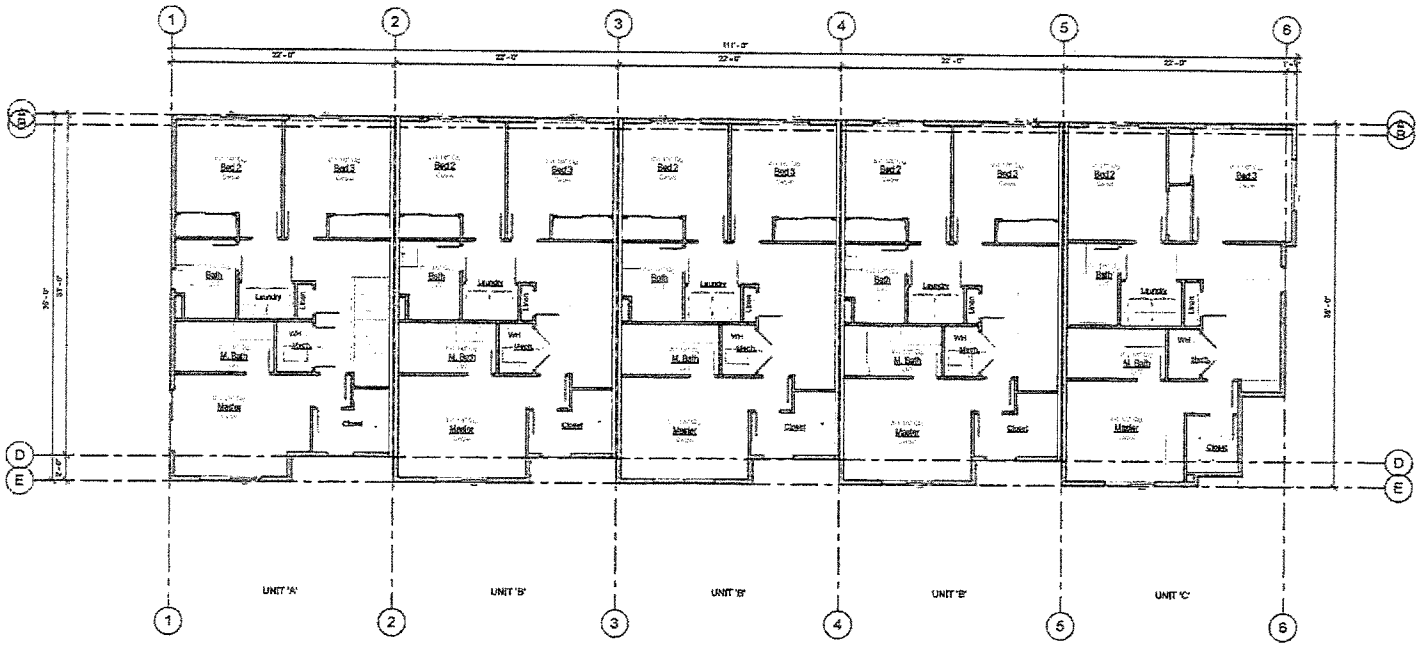
Project number	Project Number
Date	April 15, 2021
Drawn by	Author
Checked by	Checker

A102

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4



1 Level 3
3/16" = 1'-0"

Area Schedule (Unit 'A')	
Name	Area
Commercial	647 SF
Level 1	74 SF
Level 2	787 SF
Level 3	712 SF
	2194 SF

Area Schedule (Unit 'B')	
Name	Area
Level 1	287 SF
Level 2	771 SF
Level 3	711 SF
	1769 SF

Area Schedule (Unit 'C')	
Name	Area
Level 1	282 SF
Level 2	796 SF
Level 3	703 SF
	1780 SF

DHD
DESERET HOME DESIGN
4466 W 5715 S, HOOPER, UT 84315
(801) 726-9022
DeseretHomeDesign@gmail.com

KEYNOTES

Towns at City Center
Syracuse, Utah
Level 3 Plan

Project number	Project Number
Date	April 15, 2021
Drawn by	Author
Checked by	Checker

A103

Scale: 3/16" = 1'-0"

COUNCIL AGENDA

November 9, 2021

LEGISLATIVE ITEM

Agenda Item #8 **Proposed Rezone A-1 to MXD 'Syracuse Hotel and Monterrey West Project'**

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. 300 S. 1550 W.
Current General Plan:	Commercial
Current Zoning:	A-1 Agriculture
Proposed Zoning:	MXD Mixed Use Development/GC
Acreage:	9.14 Acres
Apartments:	141 units, 6 buildings, 1 and 2 bed units, 3 story
Single family:	11 units, 2 story rear garage
Hotel:	4 story, 51,000 sf, 84 room

Summary

The applicant Josh Hughes of Twenty-Five Eight Development LLC is requesting to rezone property currently owned by Ninigret Consruction Company North LLC from A-1 to MXD. The MXD zone requires detailed plans up front with the rezone application. (See attached.) Staff has reviewed these plans and found many items of non-compliance with the MXD ordinance. (Also see attached.) The applicant is aware of the non-compliance items and is requesting exceptions to those items. If the exceptions are desired to be granted along with a rezone, there are essentially two ways to do so, including amending the ordinance text or approving a development agreement.

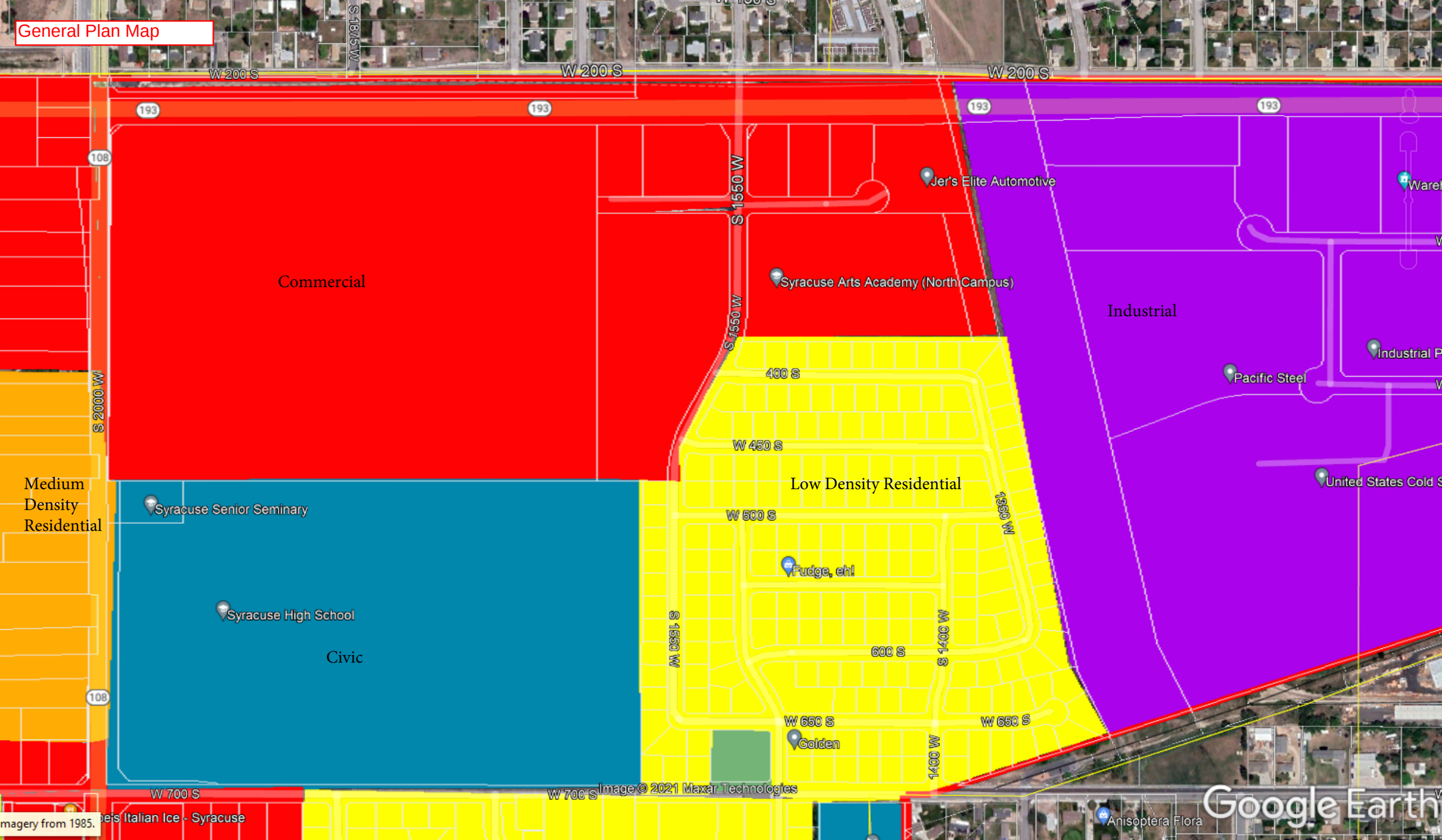
Planning Commission reviewed the rezone application and held a public hearing on September 7, 2021 and is forwarding a conditional recommendation for approval. Conditions included having a committment from a hotel brand and shifting a parking lot on the plan as requested by neighbors. Also, they recommended zoning the hotel General Commercial using the 'off-site option' procedure as recently used for the Briggs MXD. The motion carried 5-1 after some commissioners expressed concern over whether the development is in the right location and if it meets the spirit of the mixed use ordinance. During the public hearing, multiple residents expressed opposition to the project. The developer has made the parking revision in the latest plans but has not provided any committment from a hotel group or a favorable market study indicating that the hotel is feasible.

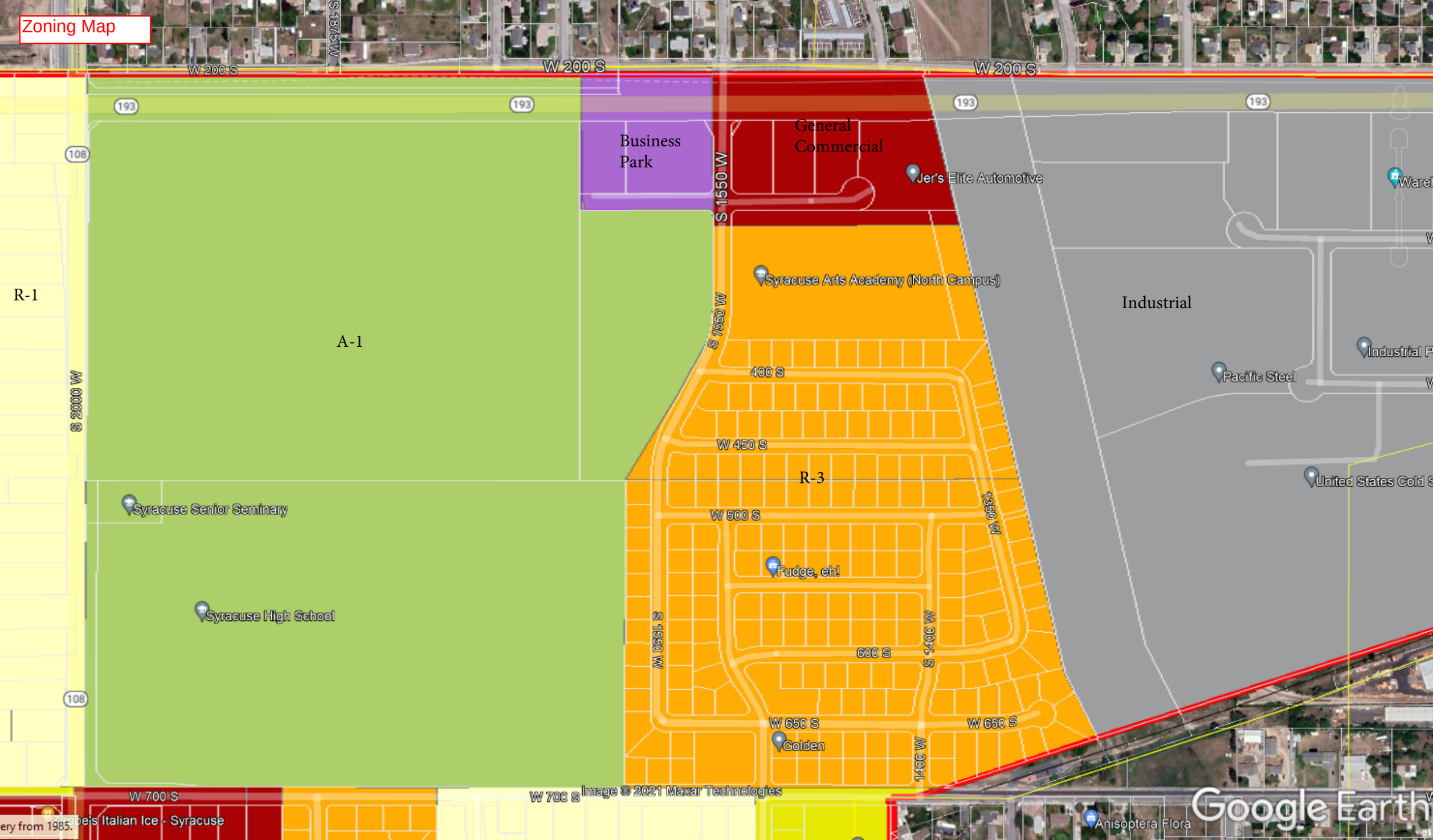
On September 21, Planning Commission held another public hearing and reviewed the development agreement that would grant exceptions to the non-compliant elements of the project as well as satisfy the requirement of the zone to have an agreement. After much debate and consternation about if the exceptions would lower the quality of the project, the Commission is recommending that the hotel at least meet the requirements of the General Commercial zone which would dismiss many of the MXD zone requirements for the structure. For the rest of the project that would remain in the MXD zone, they recommended that all of the requested exceptions be denied except for two items. They felt it was important that the project more closely meet the ordinance, except they were ok with the single family roof styles staying as proposed, and found it acceptable that the apartments aren't near office or retail. September 28, 2021 City Council discussed the item and tabled it for more discussion when Councilman Teague would be in attendance. October 26, 2021 City Council discussed the item again and instructed staff to place the item on the business agenda for potential action.

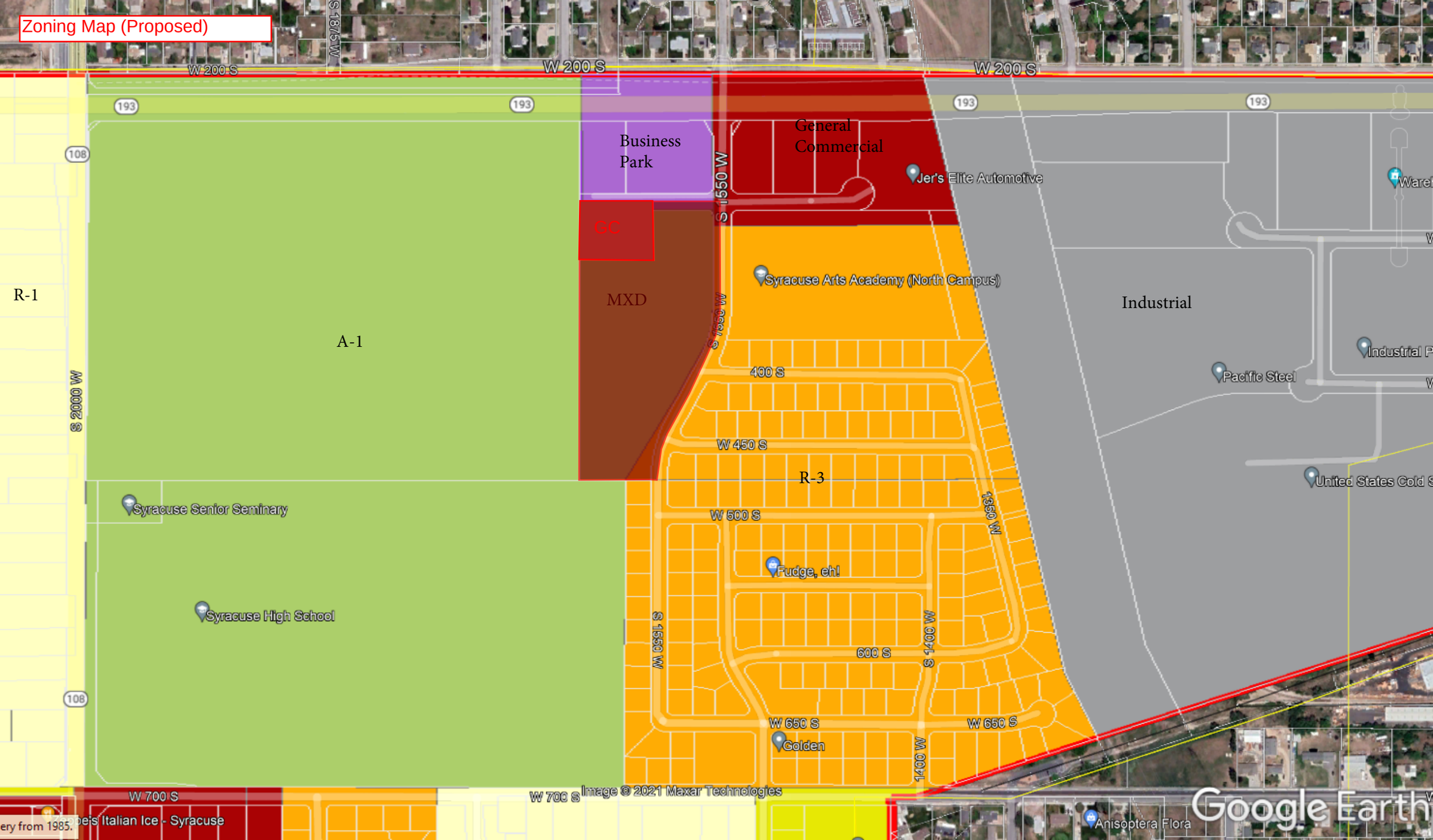
General Process for the MXD is as follows:

Rezone Application
Staff Review
Planning Commission Recommendation
City Council Work Session
City Council Business Session Vote 
Site Plan with Planning Commision
Building Permit


W 150 S
W 200 S
S 1875 W
193
108
S 2000 W
S 1550 W
Jer's Elite Automotive
Syracuse Arts Academy (North Campus)
400 S
W 450 S
W 500 S
1350 W
Fudge, eh!
S 1400 W
600 S
W 650 S
Golden
1400 W
Pacific Steel
United States Cold
Syracuse Senior Seminary
Syracuse High School
W 700 S
Image © 2021 Maxar Technologies
Google Earth
Zeppe's Italian Ice - Syracuse
Anisoptera Flora


General Plan Map
W 200 S
S 1875 W
193
108
S 1550 W
S 2000 W
Commercial
Industrial
Medium Density Residential
Low Density Residential
Civic
Jer's Elite Automotive
Syracuse Arts Academy (North Campus)
Pacific Steel
Syracuse Senior Seminary
Syracuse High School
Fudge, eh!
Golden
400 S
W 450 S
W 500 S
600 S
W 650 S
W 700 S
S 1350 W
S 1400 W
1400 W
1350 W
Image © 2021 Maxar Technologies
Google Earth
imagery from 1985.
Anisoptera Flora


Zoning Map
W 200 S
W 200 S
W 200 S
193
193
193
193
108
108
Business Park
General Commercial
S 1550 W
Jer's Elite Automotive
Syracuse Arts Academy (North Campus)
R-1
A-1
Industrial
S 1550 W
S 2000 W
400 S
Pacific Steel
W 450 S
R-3
Syracuse Senior Seminary
W 500 S
N 1350 W
Fudge, eh!
Syracuse High School
S 1550 W
S 1400 W
600 S
W 650 S
W 650 S
Golden
1400 W
W 700 S
W 700 S
Image © 2021 Maxar Technologies
Google Earth
Anisoptera Flora


Zoning Map (Proposed)
W 200 S
W 200 S
W 200 S
193
193
193
193
108
108
Business Park
General Commercial
GC
MXD
R-1
A-1
R-3
Industrial
S 1550 W
S 1350 W
S 2000 W
S 1650 W
S 1400 W
400 S
W 450 S
W 500 S
600 S
W 650 S
W 650 S
W 700 S
W 700 S
Jer's Elite Automotive
Syracuse Arts Academy (North Campus)
Pacific Steel
Syracuse Senior Seminary
Syracuse High School
Fudge, eh!
Golden
Anisoptera Flora
Image © 2021 Maxar Technologies
Google Earth

ORDINANCE NO. 2021-31

AN ORDINANCE AMENDING THE SYRACUSE CITY ZONING MAP RELATED TO PROPERTY LOCATED AT 300 SOUTH 1550 WEST FROM A-1 TO MXD AND GC, AND APPROVING EXECUTION OF DEVELOPMENT AGREEMENT.

WHEREAS, the City Council has the authority, pursuant to state law, to establish zoning designations for the health, welfare, comfort and safety of is residents and those visiting the City; and

WHEREAS, the owner and developer of property at 300 South 1550 West, Davis County Parcel ID # 12-025-0030, has requested that the zoning for the property be changed from A-1 (Agricultural) to Mixed Use Development (MXD) and General Commercial (GC); and

WHEREAS, a development agreement governing the development of the entire parcel, has been presented to the Council for consideration; and

WHEREAS, the Planning Commission conducted a public hearing on the issue and recommended the zone change, subject to conditions; and

WHEREAS, the Council finds that the amendment is consistent with the general plan map and advances the interests of the community; and

WHEREAS, the Council finds that the development agreement provides adequate assurances to the City that what has been presented to the Council will be built in the new development,

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

Section 1. **Amendment.** The zoning designation for the property located at 300 South 1550 West is changed from A-1 to MXD and GC, as shown on a map attached in Exhibit A.

Section 2. **Development Agreement.** The Mayor is authorized to execute the development agreement, attached to this Ordinance as Exhibit B.

Section 3. **Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 4. **Effective Date.** This Ordinance shall become effective immediately after publication or posting.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS ____th DAY OF NOVEMBER, 2021.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, MMC
City Recorder

Mayor Mike Gailey

Voting by the City Council:

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

Exhibit A

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

DEVELOPMENT AGREEMENT
FOR THE SYRACUSE HOTEL & MONTEREY WEST 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 **Twenty-Five EIGHT Development, LLC**, a Utah limited liability company (the "Developer"), and **Syracuse City**, a municipality and political subdivision of the State of Utah (the "City"). City and Developer are jointly referred to as the "Parties" and each individually as a "Party."

RECITALS:

A. The Developer has under contract for purchase approximately 9.144 acres of property located at approximately 1550 West 300 South in Syracuse, Davis County, Utah, as more particularly described in **Exhibit A**, which is attached hereto and by this reference made a part hereof (the "Property"). The Owner of the property is Ninigret Construction Company North, LC ("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 Syracuse Hotel and Monterey West Project (the "Project"), which shall include both 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, except as specified herein 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. This Agreement is a "development agreement" within the meaning of and entered into pursuant to the terms of Utah Code Ann. §10-9a-102(2).

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

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

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

3. **Compliance with Current City Ordinances.** Unless specifically addressed in this Agreement, the Developer agrees that the Project shall be developed in a manner that complies with applicable provisions of the City Code as they exist on the date of execution of this Agreement. The Developer understands that the Project is subject to Site Plan review and approval, and that Site Plan approval is contingent upon the Project's compliance with all relevant City ordinances. This Agreement does not modify the Planning Commission's authority related to Site Plan review. 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.

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

5. **Future Land Use Applications.** This Agreement does not authorize or promise any approvals, zoning or otherwise for future applications. The application shall undergo the land development process and shall only be approved if all applicable requirements are met, except as

modified by this agreement. Modifications to applicable zoning requirements to this Development, as applicable, are made pursuant to the provisions of Utah Code Ann. § 10-9a-532(2)(a)(iii), following the same procedures for land use regulation adoption in the City, including planning commission review and a public hearing.

6. **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 153 residential units, along with a commercial hotel building. The hotel shall feature at least 30,000 square feet of hotel space. Hotel rooms must be accessed from enclosed, interior corridors in the building and may not be accessed directly from the parking lot. Amenities included on the floor plan in the Development Plan shall be required for Site Plan approval.

6.1. **Density**. Unless permitted by the Council upon the Developer's application, as provided in section 8.3 herein, the maximum residential density permitted for this project is 17.28 units per acre, which is no greater than 153 total residential units for the Development. 11 units shall be single family detached units, 0 units shall be attached townhomes, and 142 units shall be multi-tenant apartments.

6.2. **Common Space**. The Project contains 36% landscaped area, along with pickleball courts, dog park, swimming pool, barbeque, tot lot, spa (hot tub), clubhouse and other landscaped spaces (the "Common Space"). The Common Space is shown on the Development Plan (Exhibit B). The Common Space will be owned and maintained by the property owner or 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 Project only and may not be used as credit toward any other common space or amenity requirements at other developments or properties.

6.3. **Layout; Circulation and Connectivity**. The layout of the Project as shown in the Development Plan (**Exhibit B)** is hereby approved by the City. Notwithstanding section 10.92.040(F)(8) of the Syracuse City Municipal Code, the City agrees to the placement of entirely residential buildings, as shown on the Development Plan. All internal roads within the Project will be privately owned and maintained, which shall be constructed in accordance with applicable City Codes and regulations. 450 S will be dedicated as a 60' public right of way, constructed by Developer to City standards.

6.3.1. **Parking.** The Development Plan (Exhibit B) includes designated parking stalls. The City finds that the parking is acceptable for the project, so long as there is a recorded shared parking agreement between the hotel and multi-family residential buildings.

6.4. **Building Height**. Multi-tenant Residential Buildings built within the Project may not exceed forty-five feet (45') in height. Single family detached and townhome

buildings built within the Project may reach but may not exceed forty-five feet (45') in height. The Hotel Building within the Project may reach but may not exceed Fifty-Eight feet (58') in height. Height is measured from the grade of the building to the building's crown.

6.5. **Architecture**. All multi-tenant residential buildings within the Project shall meet the architectural standards of the City Code. The architectural theme and elevations are attached to this Agreement as **Exhibit C** and are incorporated into this Agreement by reference. The themes and elevations are crucial components of this Agreement and formed a key basis for the Project's approval and the zone change. The elevations and drawings in **Exhibit C** are attached as concepts and illustrative of themes only and may not necessarily comply with all City building requirements. The Parties acknowledge and agree that, notwithstanding the elevations' inclusion in this Agreement, before any homes are built in the Project, the home plans, elevations and designs must be approved by the City and must comply with all applicable city code requirements. Unless expressly stated, this Agreement does not override City code requirements related to architecture.

6.5.1. **Architecture of Single Family Detached Homes**. Developer has provided single family detached home elevations, attached as Exhibit D, which are incorporated into this Agreement by reference. Notwithstanding contrary provisions in Section 10.92.040(F)(2) and (11) of the Syracuse Municipal Code, the variation in roof styles and ridge lines provided in the elevations for the single family detached homes are acceptable and shall be deemed compliant with architectural standards for purposes of site plan review. The requirement for an entrance door on a chamfered angle in Section 10.92.040(F)(2)(f) is not required for single family homes located on corners.

6.5.2. **Architecture of the Hotel.** The architecture of the Hotel shall conform with the standards required in the General Commercial (GC) Zone and ARC standards, except the building height as provided in section 6.4. Nothing in this subsection shall excuse compliance with adopted building codes under the laws of Utah, in any respect.

6.6. **Proximity to Retail or Office Buildings.** Notwithstanding section 10.92.040(F)(8), the buildings in the development plan that are designated as entirely residential may be located further than 1,320 feet from existing retail or office buildings.

7. **Development Plan and Development Agreement.**

7.1. **Minimum Acres**. The Project is approximately 9.14 total gross acres.

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

7.3. **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 Homeowner's Association upon its establishment.

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

8.1. In accordance with section 10.92.040(C)(3), the commercial hotel component of the Development Plan may not be omitted and shall run with the land.

8.2. Timing. The Parties agree that the construction of the hotel is a major inducement to approving the zoning on this overall site. Therefore, the Parties agree to the following mechanism to ensure that it is actually constructed. The development plan contemplates six multi-family housing buildings. The certificate of occupancy for the sixth multi-family building may not be issued, and no occupancy may occur in that building, until the commencement of lawful construction of the hotel pursuant to an approved building permit. The last multi-family residential building to be developed shall be the Southwestern-most building, identified in the development plan as AP-6. The Developer and any successors or assigns waive any and all objections or claims against the City, whether found in common law, statute, rule, or the Constitutions of Utah or the United States, related to denial of that certificate of occupancy under the provisions of this section. The Parties understand that even a building that is suitable for occupancy under all ordinary measurements will still be ineligible for occupancy until the conditions of this subsection are met.

8.3. **Alternative to Hotel Site.** It is possible that a suitable nearby location for the hotel, located to the Northwest of this Project and fronting SR-193, may become available to the Developer as the land develops. The Parties anticipate that the placement of the hotel in that location may be superior to the hotel's current placement. The Developer may, concurrent with a zoning application related to the parcel associated with the new location, seek permission from the Council to authorize the movement of that hotel from its current location to the proposed location, which shall constitute an amendment of this Agreement. This subsection does not guarantee or entitle the Developer to an approval of this request; the change must be approved by the City Council. Upon acceptance of this proposal by the Council, the alternative hotel site shall be considered off-site commercial development for purposes of the MXD zoning requirements. All other requirements of the MXD shall apply to the properties, unless specifically modified by this Agreement or a subsequent amendment to this Agreement.

8.3.1. In the event that the hotel is moved to the new location, it is anticipated that the Developer will seek to build additional residential buildings such as multi-family buildings where the hotel was previously located on the development plan. The decision of whether to accept the Developer's proposal, along with any required zone changes to facilitate that request, will be within the power of the City Council at the time of the request. In such case, the construction shall match the themes and architecture of the elevations provided in Exhibit C of this Agreement.

9. **Homeowner Association or Sole Ownership.** The Development is contemplated as a mixed-use development, with buildings and units that may be owned by one or more than one owner. Developer and any successors in interest shall be responsible to ensure that all Common Areas are maintained in a first-class manner. The City shall never be responsible for the maintenance of Common Areas in the Development.

9.1. **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 Spaces and the Common Amenities within the Project are private and will be governed by the CC&R's and such other rules, regulations and guidelines adopted by the HOA. All maintenance of the Common Space and Common Amenities shall be performed and managed by the HOA.

10. **Onsite Improvements**.

10.1. 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.

11. **Culinary Water**.

11.1. 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.

11.2. Two connections to the City's culinary system are required.

12. **Water Share Contribution**. In connection with the development of the Project, upon the application for a building permit for the first building in the Development, Developer will transfer to the City all of the shares of water required for irrigation purposes, in accordance with Syracuse

Municipal Code § 8.10.090. Credit will be given for portions of the Project that have previously conveyed water shares to the City, as per City code.

13. **Crime-Free Multi-Housing Program**. Developer and any successor in interest agrees to maintain a crime-free multi-housing program which provides for expeditious eviction of tenants who commit criminal activity in the Development. Developer also agrees to implement suggested Crime Prevention Through Environmental Design principles as suggested by the City, so long as the principles are consistent with City codes and may be implemented without undue expense. The City will cooperate with Developer in the operation of this program, including providing redacted police reports regarding criminal behavior to the Developer which occur in the Development without cost. Developer will cooperate with the City police department and report its actions with respect to any tenant for which a police report was submitted to the Developer or a successor landlord.

13.1. If the City implements a Good Landlord Program pursuant to Utah state law, then this Section will be superseded by that implementation, and the landlord will have the option of participating in the City's good landlord program.

14. **Vested Rights**. To the maximum extent permissible under the laws of Utah and at equity, the City and Developer intend that this Agreement be construed to grant Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the Effective Date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and are in addition to those rights that exist under statute, common law and at equity. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinance(s). By electing to submit a development application under a new future ordinance, however, Developer will not be deemed to have waived its right to submit or process other development applications under the City Code that apply as of the Effective Date of this Agreement. 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 decision shall not be unreasonably delayed, and if approved, shall serve as an amendment to this Agreement.

15. **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 17.2] The Project may not be assigned to multiple developers – only a single assignment of the entire Project shall be permissible.

16. **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 Parties hereto.

17. **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.

18. **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:

Twenty-Five EIGHT Development, LLC.
1789 South Mills Lane
Syracuse, Utah 84075

To the City:

Syracuse City Attorney
1979 West 1900 South
Syracuse, Utah 84075
Email: proberts@syracuseut.com

With a Copy to:

Syracuse City Manager
1979 West 1900 South
Syracuse, UT 84075
Email: bbovero@syracuseut.com

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

19. **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.

20. **General Terms and Conditions.**

20.1. 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.

20.2. 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.

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

20.4. 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.

20.5. 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.

20.6. 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.

20.7. 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.

20.8. 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.

20.9. Annual Inspections. The Developer and subsequent purchasers acknowledge that pursuant to section 104 of the International Fire Code, as amended, the residential and commercial structures are subject to annual fire inspections.

(*Remainder of page is intentionally blank*)

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

TWENTY-FIVE EIGHT DEVELOPMENT, LLC

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

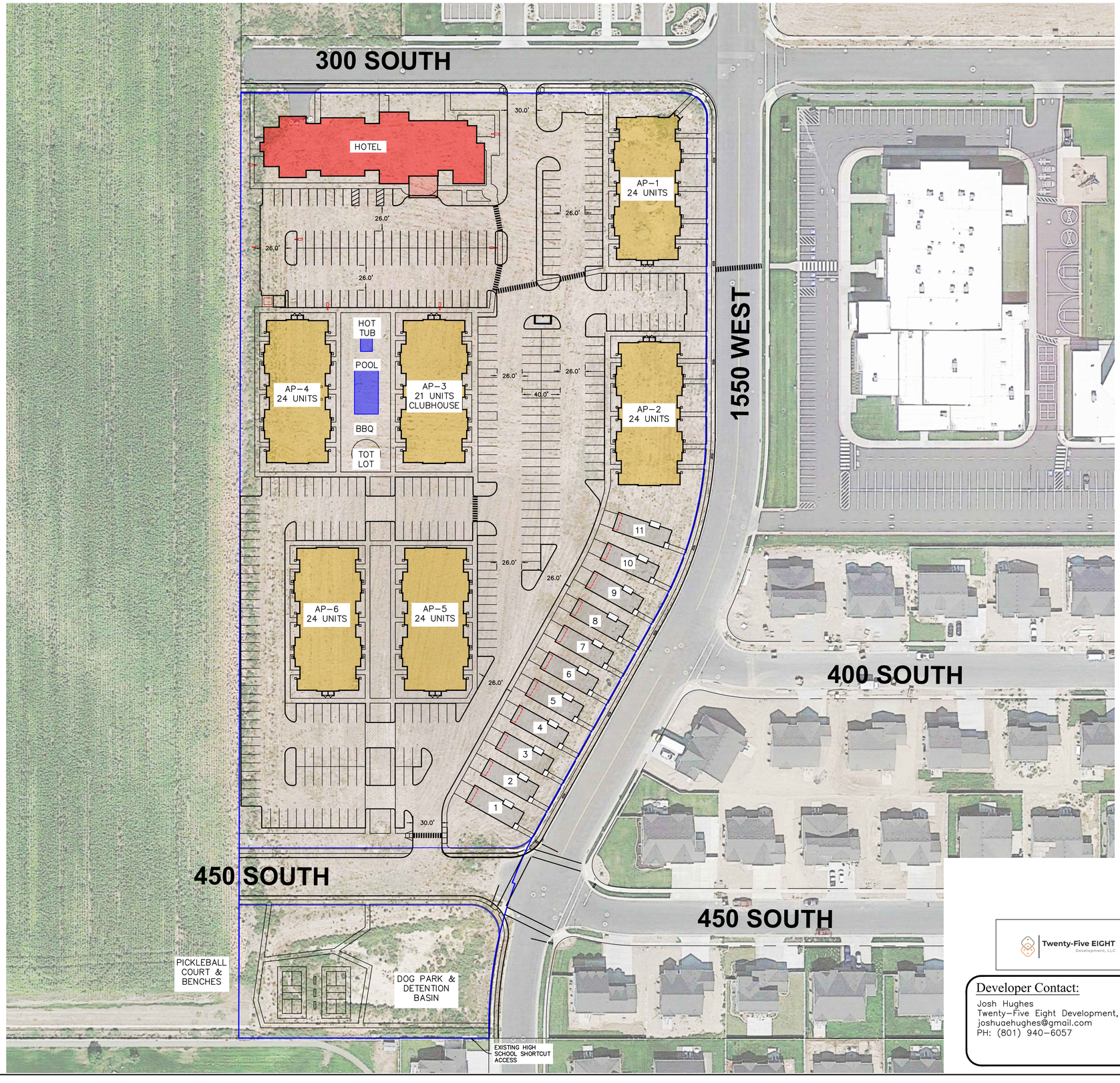
Parcel ID 12-025-0030:

A PART OF THE SW 1/4 OF SEC 3-T4N-R2W, SLB&M: BEG AT A PT S 89^56'57" E 441.57 FT & S 13^29' E 172.86 FT, M/L, TO THE NE COR OF NINIGRET NORTH II SUB & S 13^11'47" E (S 13^29' E) ALG SD SUB & 50 FT PERP'LY DISTANT FR THE EXIST POWER LINES 827.44 FT TO THE SE COR OF SD SUB & N 89^57'12" W 1024.57 FT ALG SD S LINE FR THE CENTER OF SD SEC 3; SD PT BEING THE W'LY LINE OF MONTEREY ESTATES PHASE 7; TH ALG SD SUB THE FOLLOWING TWO (2) COURSES: SW'LY ALG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 392.00 FT & A LC OF 74.71 FT, BEARING S 23^41'53" W 74.82 FT & S 29^09'58" W 156.02 FT TO THE NW'LY LINE OF MONTEREY ESTATES PHASE 6; TH S 29^09'58" W 101.90 FT TO THE BEG OF A CURVE TO THE LEFT HAVING A RADIUS OF 433.00 FT & A LC THAT BEARS S 24^51'43" W 65.00 FT; TH SW'LY 65.06 FT ALG SD CURVE; TH S 69^26'33" E 3.00 FT TO THE BEG OF A CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FT & A LC THAT BEARS S 10^18'15" W 153.08 FT; TH S'LY 153.90 FT; TH S 0^03'04" W 11.18 FT; TH N 89^56'56" W 93.99 FT; TH N 89^56'33" W 167.06 FT; TH N 0^08'15" E 991.06 FT TO THE S'LY LINE OF NINIGRET NORTH III; TH S 89^56'39" E 462.26 FT TO A 25.00 FT RADIUS CURVE TO THE RIGHT THE CENTER OF WH BEARS S 89^50'54" E; TH SE'LY 39.31 FT ALG THE ARC OF SD CURVE THROUGH A CENTRAL ANGLE OF 90^05'45" & A LC OF S 44^53'46" E 35.38 FT TO THE W'LY LINE OF 1550 WEST; TH S 0^09'06" E 327.39 FT TO A PT OF CURVATURE; TH SW'LY ALG THE ARC OF A 392.00 FT RADIUS CURVE TO THE RIGHT A DIST OF 123.65 FT (LC BEARS S 9^11'19" W 123.14 FT) TO THE POB. CONT. 9.144 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

TOTAL ACREAGE 9.144 ACRES

EXHIBIT B

Development Plan



Site Information

TOTAL SITE AREA:	407,228 SF 9.35 ACRES	
BUILDING AREA:	72,588 SF	17.8%
HARD SURFACE AREA:	186,703 SF	45.8%
LANDSCAPE AREA:	146,937 SF	36.4%
HOTEL UNIT:	84 ROOMS	
APARTMENT UNITS:	54 – 1 BEDROOM UNITS 87 – 2 BEDROOM UNITS 141 UNITS	
SINGLE FAMILY LOTS:	11 LOTS	
TOTAL PARKING PROV'D:	397 STALLS 1.68 STALLS/UNIT	

AMENITIES:
- CLUBHOUSE
- TOT LOT
- BBQ
- DOG PARK
- POOL
- HOT TUB
- PICKLE BALL COURT

N

50 0 50 100 150

Scale: 1" = 50'

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

Monteray West
300 S 1550 W
Syracuse, UT

Overall 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: 7/22/2021
Name: Monteray West

SHEET 1 of 3 SHEETS

Twenty-Five EIGHT Development, LLC

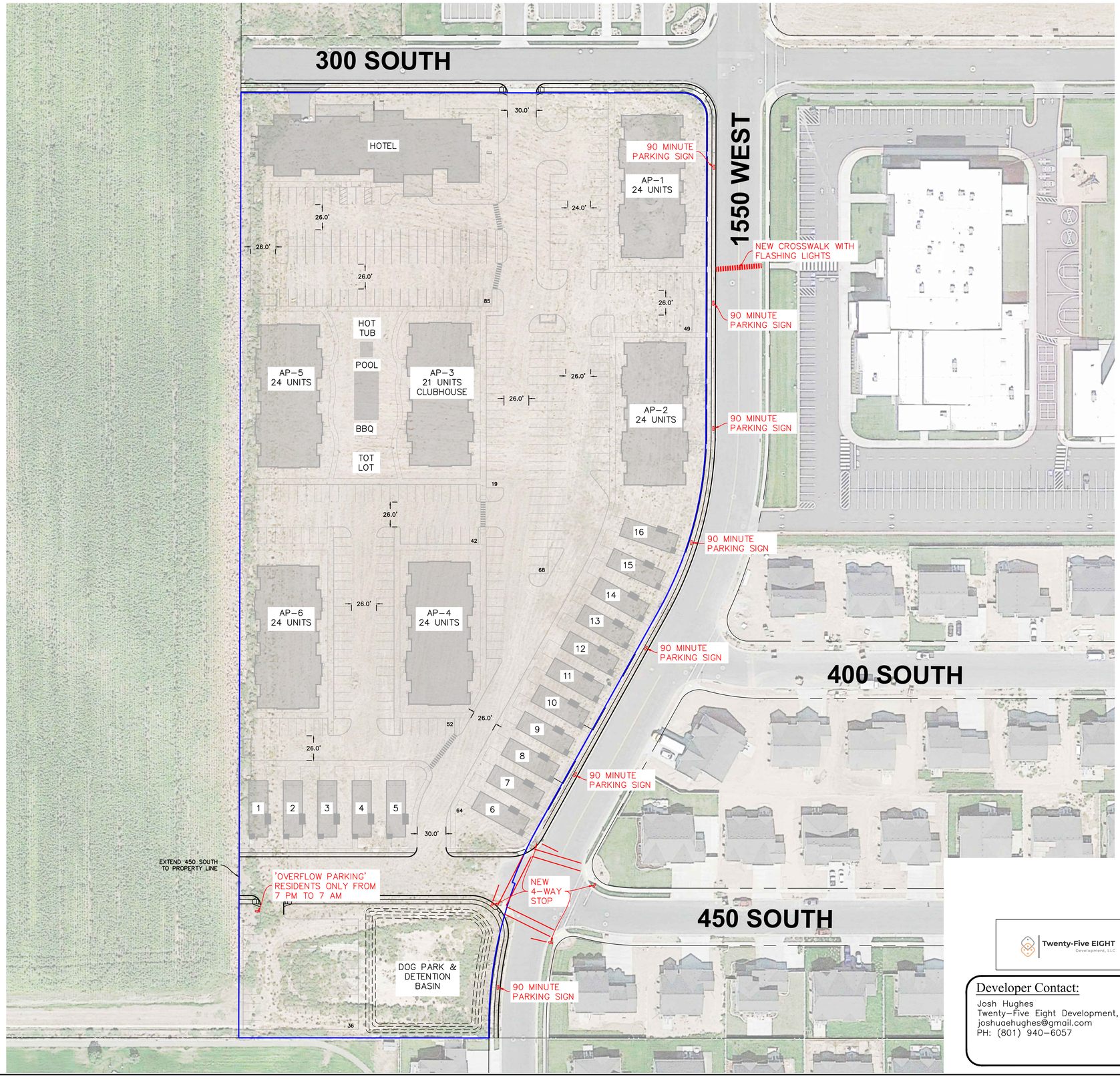
Developer Contact:

Josh Hughes
Twenty-Five Eight Development, LLC
joshuaehughes@gmail.com
PH: (801) 940-6057

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

Notice To Contractors:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY THE SURVEYOR OR CITY PRODUCED DOCUMENTS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE. IF ANY CONFLICT/DISCREPENCIES ARISE, PLEASE CONTACT THE ENGINEER OF RECORD IMMEDIATELY. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.



N

50 0 50 100 150

Scale: 1" = 50'

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

Syracuse Mixed Use
300 S 1550 W
Syracuse, UT

Traffic Mitigation Plan

Revisions	Date

ENGINEERS STAMP

PROFESSIONAL ENGINEER
10854988
THOMAS J. HUNT
STATE OF UTAH

Twenty-Five EIGHT Development, LLC

Developer Contact:

Josh Hughes
Twenty–Five Eight Development, LLC
joshuaehughes@gmail.com
PH: (801) 940–6057

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PROJECT INFO.

Engineer:	T. HUNT
Drafter:	T. HUNT
Start Date:	7/22/2021
Name:	Syracuse Mixed Use

SHEET	
3	3 SHEETS

SYRACUSE HOTEL & MONTEREY WEST

CONCEPTUAL PLAN

September 21, 2021

epg design
planning + landscape architecture
A Terracon COMPANY

Twenty-Five EIGHT
Development, LLC

SYRACUSE HOTEL & MONTEREY WEST

SYRACUSE, UTAH

CONCEPTUAL PLAN

September 21, 2021

Artist renderings are conceptual in nature & and may or may not be representative of the final project.

epg design
planning + landscape architecture
A Terracon COMPANY

David Harris
6949 S. High Tech Dr, Midvale, UT 84047
480-213-6534
dharris@epgllc.co

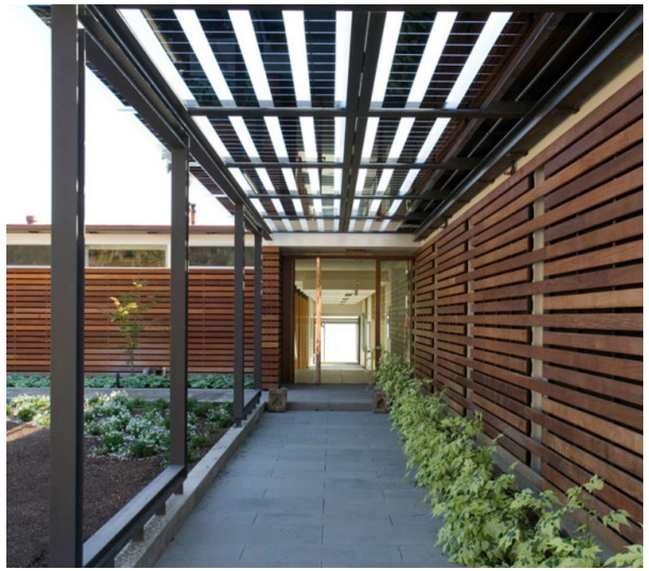
Twenty-Five EIGHT
Development, LLC

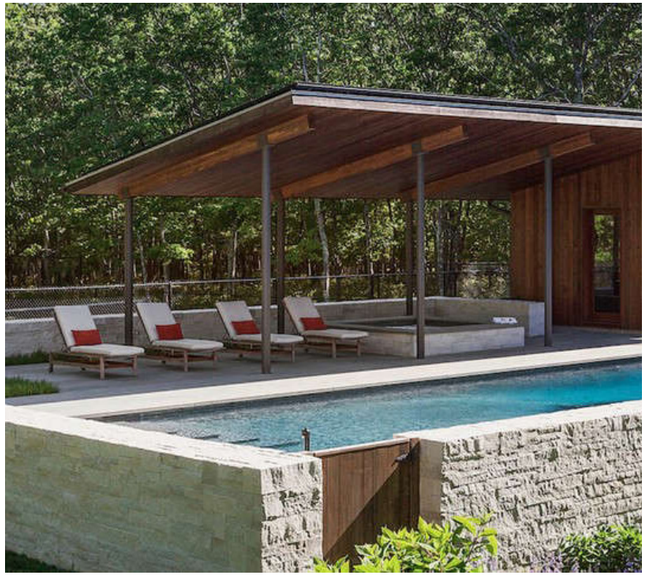
SYRACUSE HOTEL & MONTEREY WEST

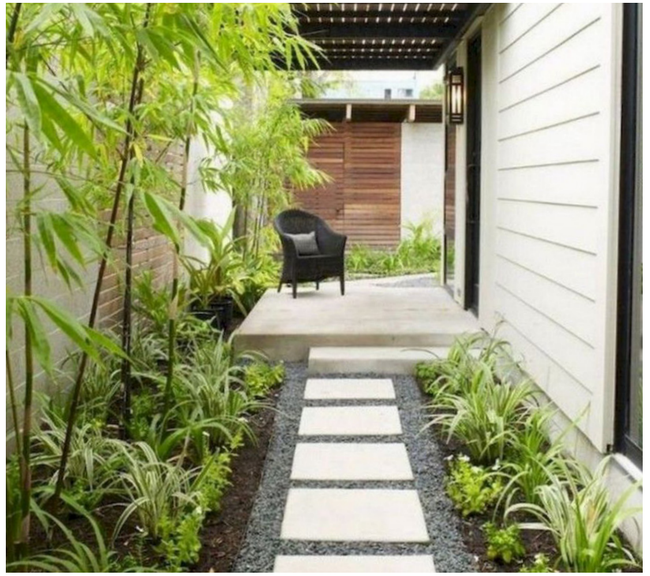
INSPIRATION







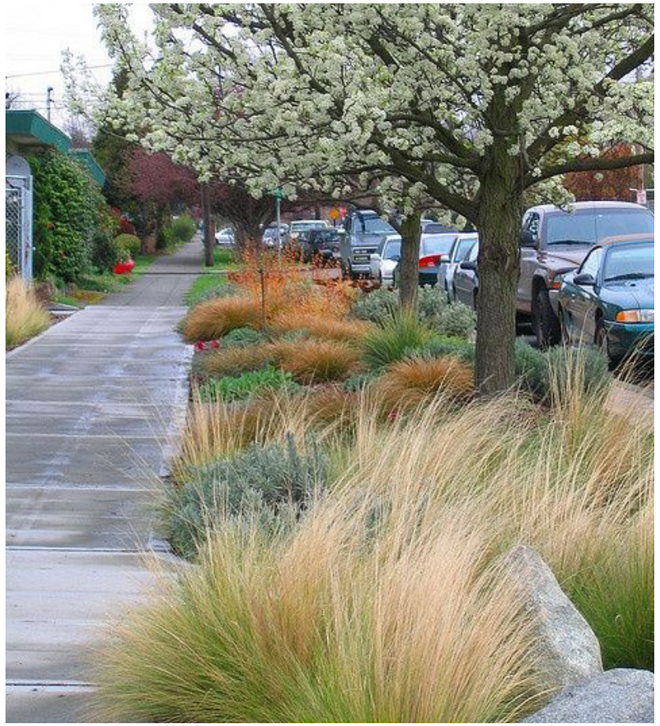




Inspired by the surrounding neighborhood's agricultural charm, this project embraces the now by encouraging the community to look forward. The crisp, modern, crafstman facade combines the old and the new to create a comfortable place to call home.

A formal, yet hardy plant pallet compliments both the native botany and desert climate -- while strategically placed furnishings elicit the feeling of home on the range in this new development.







SYRACUSE HOTEL & MONTEREY WEST INSPIRATION











SYRACUSE HOTEL &
MONTEREY WEST

INSPIRATION



FACADE TREATMENTS









LIGHTING







FIRE FEATURES





TABLES



MONUMENT SIGN



WAYFINDING



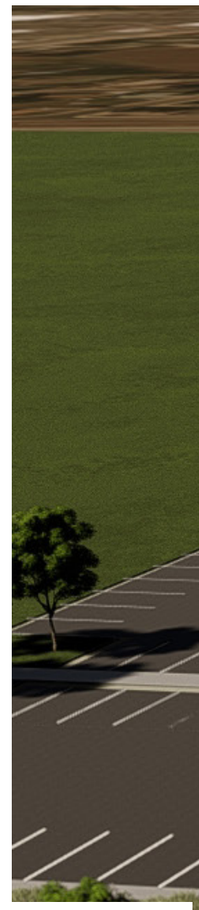
SCREENING

SYRACUSE HOTEL &
MONTEREY WEST

CONCEPTUAL LANDSCAPE PLAN



CONNECTIONS TO NATURE



KEY MAP

Architectural features frame the green corridor connecting the north and south ends of the development

Open play area/Dog park

Alley loaded homes with individual courtyards

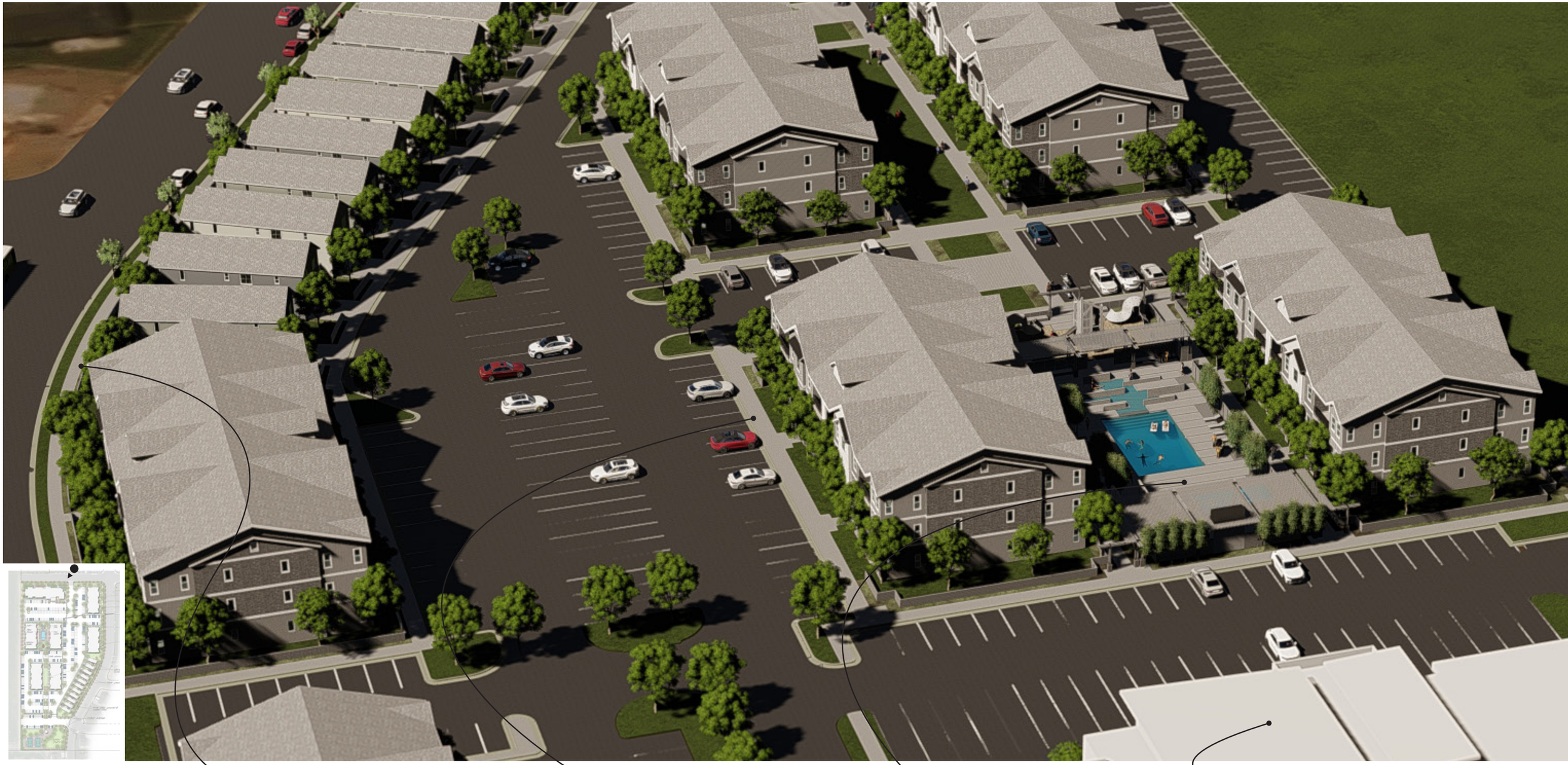
Pedestrian friendly shaded street frontage

THE GREEN CORRIDOR



KEY MAP

THE POOL VISTA



KEY MAP

Activated shaded street frontage

Pedestrian connections

Green corridor

Community Pool with lounge chairs, hot tub, and shaded seating areas

Hotel

CONTEMPORARY IDENTITY



KEY MAP

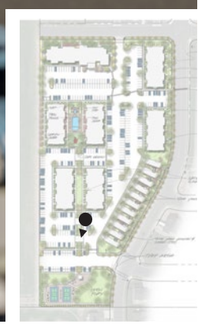
AMENITIES

Raised crosswalk

Craftsman themed site features

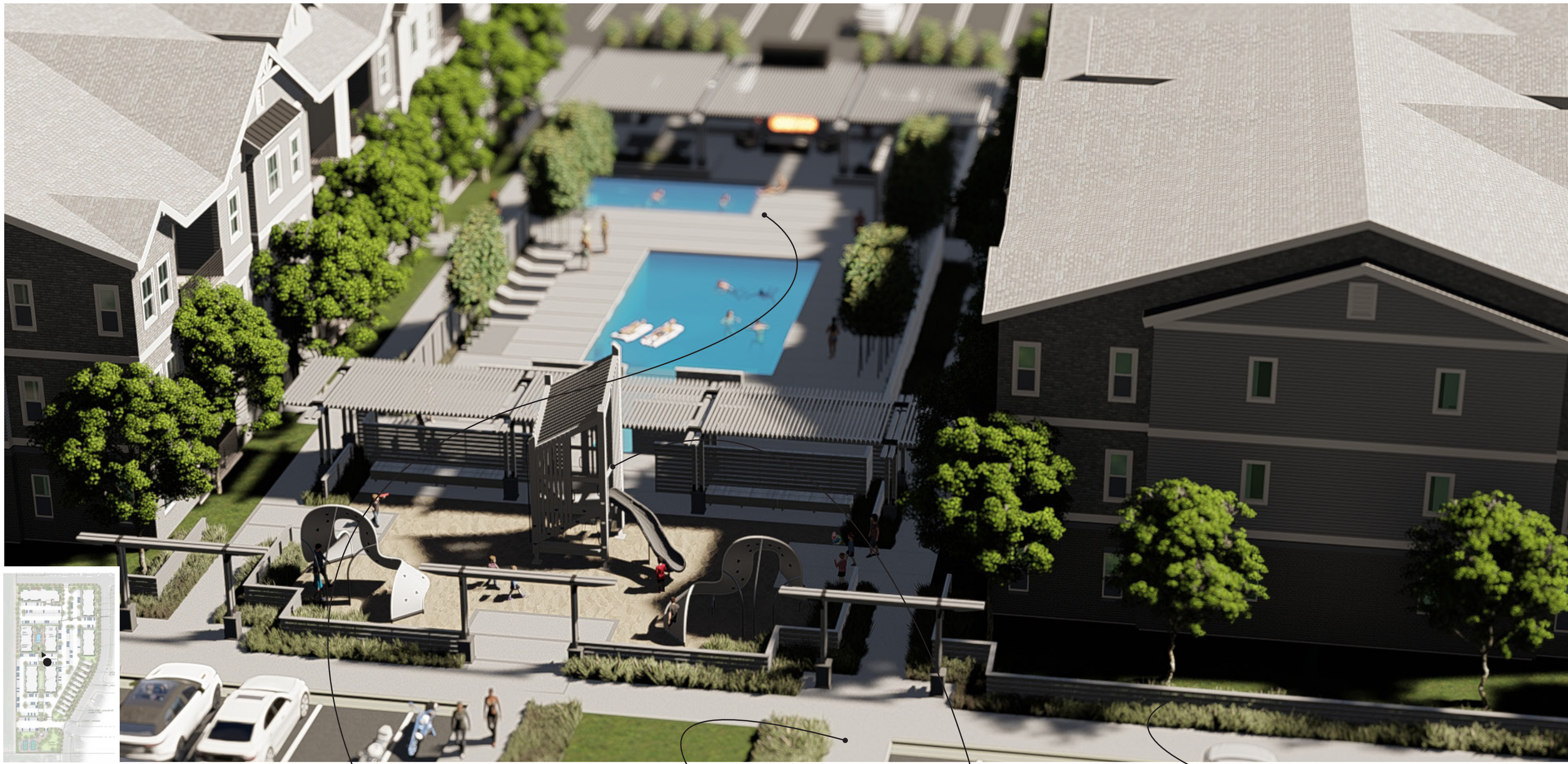
Open play lawn corridor

Native shade trees and pickleball courts



KEY MAP

INCLUSIVE PLAY



KEY MAP

Pool, hot tub, and fireplace seated gathering area

Pedestrian crossings

Craftsman themed playground

Modern horizontal fence accents architecture

SOCIAL HUBS

Shaded lounge chairs

Shallow water play feature

Modern influenced pool design

Board formed concrete seat walls

Modern influenced pergola



KEY MAP

FLEXIBLE GATHERING



KEY MAP

Native plantings

Lounge chairs

Linear concrete paving pattern

Hot tub

Outdoor showers with board formed concrete walls

THE STREET VISTA



Private side yards surrounded by modern horizontal rail fence

Encourages alternative transportation uses

Modern influenced craftsman style facades

Flowering street trees

KEY MAP

COMFORTABLE & SAFE



KEY MAP

SYRACUSE HOTEL &
MONTEREY WEST

PLANTING PALETTE

PRELIMINARY STREET TREES



Purple Robe Locust



Columnar Juniper



Mountain Laurel



Columnar Red Maple



Kousa Dogwood



Pyramidal English Oak



European Beech



Ginko Biloba



Sawleaf Zelkova

GRASSES



Blue Fescue



Little Honey Fountain Grass



Little Bluestem



Karl Forester



Pink Muhly Grass



White Muhly Grass



Japanese Hakone Grass

SYRACUSE HOTEL & MONTEREY WEST

PLANTING PALETTE

SHRUBS & GROUNDCOVER



Hosta Species



Fern Species



Hellebore Species



Astilbe Species



Coral Bells



Alder Buckthorn



Boxwood



Burning Bush



Dwarf Arctic Willow



Black-eyed Susan



Purple Coneflower



Shasta Daisy



Red Twig Dogwood



Day Lillies



Ninebark Species



Salvia



Gardenia



Dwarf Shrub Rose



Hibiscus Species

SYRACUSE HOTEL & MONTEREY WEST

CONCEPTUAL PLAN

September 21, 2021

Artist renderings are conceptual in nature & and may or may not be representative of the final project.

epg design
planning + landscape architecture
A Terracon COMPANY

Twenty-Five EIGHT
Development, LLC

EXHIBIT C

Multi-Tenant Architectural Theme and Elevations

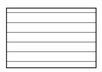


AP-1 ELEVATION
1/8" = 1'-0"





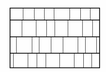
INTERSTATE BRICK
COLUMBARD



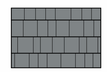
HARDIE LAP SIDING
SW7006 - EXTRA WHITE



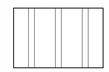
HARDIE LAP SIDING
SW7659 - GRIS



HARDIE SHAKE
SW7006 - EXTRA WHITE



HARDIE SHAKE
SW7074 - SOFTWARE



HARDIE BOARD & BATTEN
SW7006 - EXTRA WHITE



HARDIE BOARD & BATTEN
SW7674 - PEPPERCORN



HARDIE TRIM
DARK GRAY/BLACK



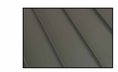
HARDIE TRIM
WHITE



HEAVY TIMBER ACCENTS



ROOF - ASPHALT SHINGLE
BLACK



ROOF - STANDING SEAM
DARK GRAY

PERSPECTIVE

FRONT WALL MATERIAL CALCULATION:

FRONT WALL AREA **= 4,392 SF**

REQUIRED BRICK, ROCK OR STONE: 5,840 SF x 30% **= 1,318 SF**

ACTUAL FRONT WALL BRICK AREA **= 1,318 SF**

**REMAINDER MATERIAL TO BE FIBER CEMENT SIDING.

BUILDING HEIGHT: **= 38' - 7"** (MIDPOINT OF ROOF)
MAX HEIGHT OF NON-HABITABLE FEATURES: **= 45' - 0"** (T.O. RIDGE)

SYRACUSE CITY CODE CH. 10.10 DEFINITIONS:

BUILDING HEIGHT IS AS DEFINED IN THE INTERNATIONAL RESIDENTIAL BUILDING CODE ADOPTED BY SYRACUSE CITY. THE VERTICAL DISTANCE FROM GRADE PLANE TO THE **AVERAGE HEIGHT OF THE HIGHEST ROOF SURFACE**.



AP-2 ELEVATION
1/8" = 1'-0"





INTERSTATE BRICK
COLUMBARD



HARDIE LAP SIDING
SW7006 - EXTRA WHITE



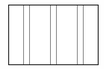
HARDIE LAP SIDING
SW7659 - GRIS



HARDIE SHAKE
SW7006 - EXTRA WHITE



HARDIE SHAKE
SW7074 - SOFTWARE



HARDIE BOARD & BATTEN
SW7006 - EXTRA WHITE



HARDIE BOARD & BATTEN
SW7674 - PEPPERCORN



HARDIE TRIM
DARK GRAY/BLACK



HARDIE TRIM
WHITE



HEAVY TIMBER ACCENTS



ROOF - ASPHALT SHINGLE
BLACK



ROOF - STANDING SEAM
DARK GRAY

PERSPECTIVE

Twenty-Five EIGHT
Development, LLC

SYRACUSE HOTEL & MONTEREY WEST

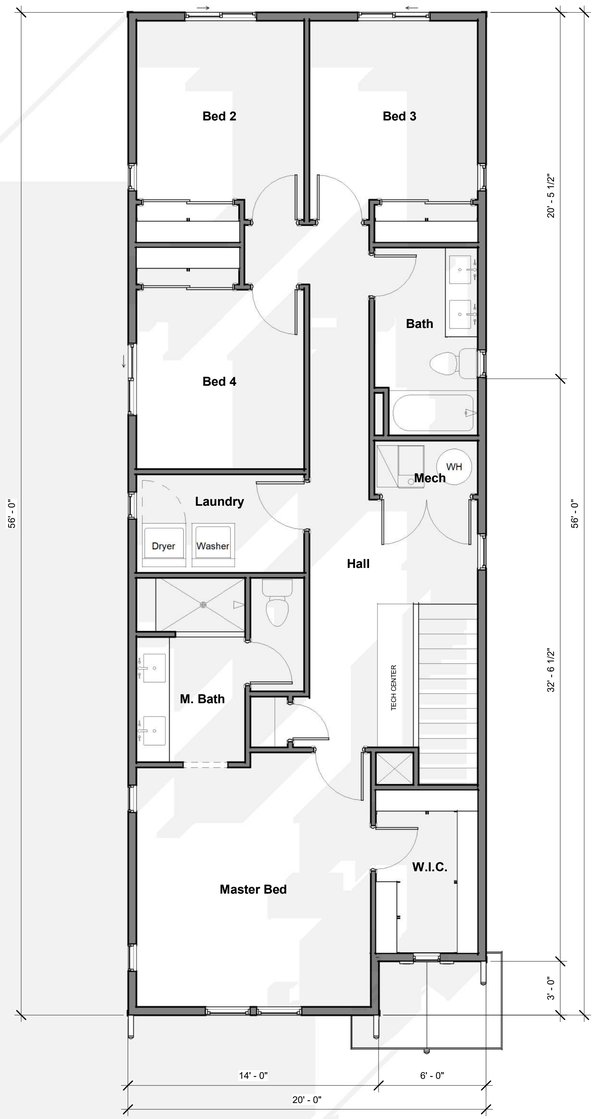
AP-2 PERSPECTIVE | **A2.3**

SYRACUSE, UT

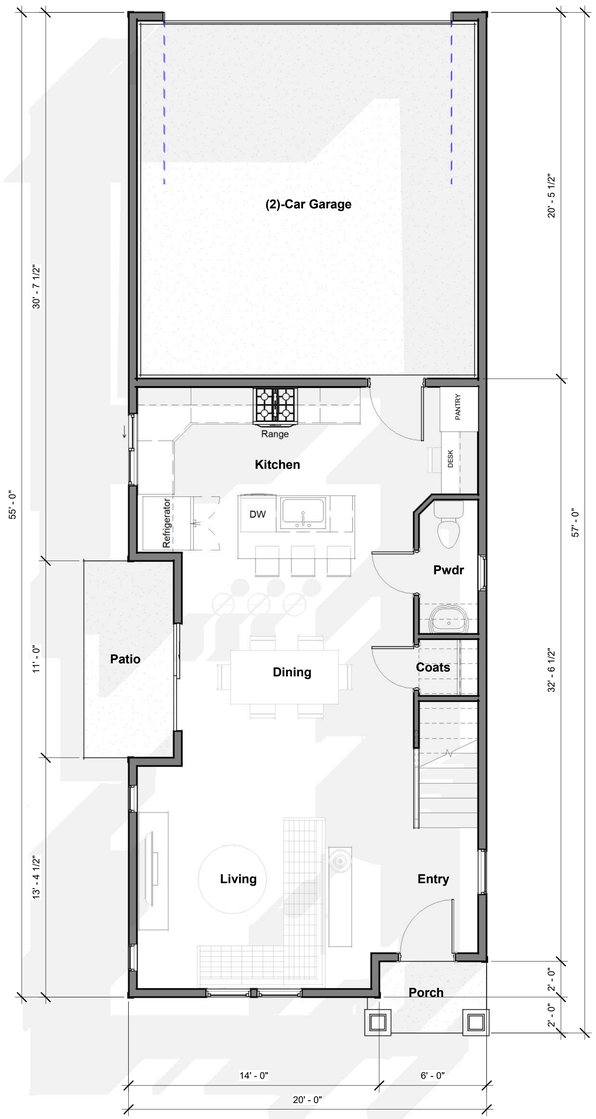
JULY 21, 2021

EXHIBIT D

Single Family Residential Theme and Elevations



2 Level 2 - PD
1/4" = 1'-0"



1 Level 1 - PD
1/4" = 1'-0"

10/7/2021 7:24:39 AM

DHD
DESERET HOME DESIGN
4489 W 5775 S, HOOPER, UT 84315
(801)-706-6622
DeseretHomeDesign@gmail.com

Twenty-Five EIGHT
Development, LLC

KEYNOTES

Syracuse Hotel & Monterey West

Floor Plans

Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker

PD101

Scale 1/4" = 1'-0"



3 Option 1



4 Option 2



1 Front - Option 1
3/8" = 1'-0"

2 Front - Option 2
3/8" = 1'-0"

10/7/2021 7:25:13 AM

DHD

DESERET HOME DESIGN

4489 W 5775 S, HOOPER, UT 84315
(801)-706-6622
DeseretHomeDesign@gmail.com

Twenty-Five EIGHT
Development, LLC

KEYNOTES

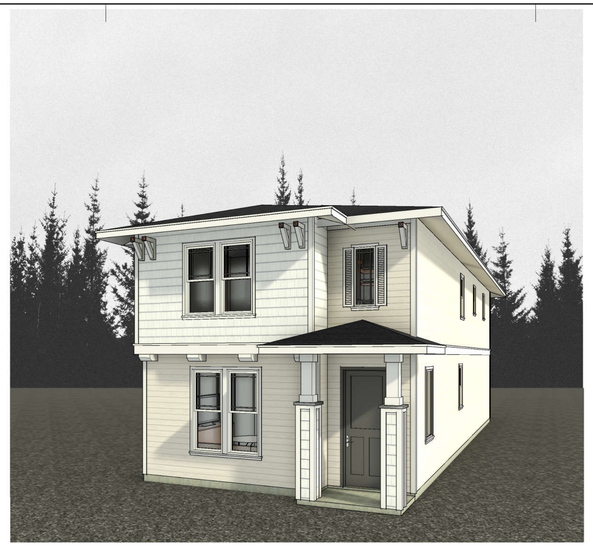
Syracuse Hotel & Monterey West

Elevations

Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker

PD201

Scale 3/8" = 1'-0"



1 Option 5



3 Option 4



2 Front - Option 5
3/8" = 1'-0"

4 Front - Option 4
3/8" = 1'-0"

DHD

DESERET HOME DESIGN

4489 W 5775 S, HOOPER, UT 84315
(801)-706-6622
DeseretHomeDesign@gmail.com

Twenty-Five EIGHT
Development, LLC

KEYNOTES

Syracuse Hotel & Monterey West

Elevations

Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker

PD202

Scale 3/8" = 1'-0"

10/7/2021 7:25:43 AM

EXHIBIT E

Hotel Architectural Theme and Elevations



1ST FLOOR PLAN (1)

SCALE: 3/32" = 1'-0" FLOOR AREA: 13,670 SQ. FT.



2ND FLOOR PLAN (1)

SCALE: 3/32" = 1'-0" FLOOR AREA: 12,551 SQ. FT.

UNIT MATRIX

TYPE	MARK	FLOORS 1ST	2ND	3RD	4TH	TOTALS		%	
KING STUDIO	KS	2	10	10	10	32	34	40.5 %	0
KING STUDIO ACC.	KS-AC	0	2	0	0	2			
STUDIO DOUBLE QUEEN A	SDQ-A	3	8	8	8	27	31	36.9 %	0
STUDIO DOUBLE QUEEN B	SDQ-B	0	0	2	2	4			
STUDIO DOUBLE QUEEN C	SDQ-C	2	2	2	2	8	11	13.1 %	0
DBL. QUEEN ACC.	DQ-A	0	1	1	1	3			
ONE BEDROOM QUEEN	1BRQ	1	2	2	2	7	8	9.5 %	0
ONE BEDROOM ACC.	1BRQ-A	1	0	0	0	1			
TOTALS:		9	25	25	25	84			0

Twenty-Five EIGHT
Development, LLC

JOB NUMBER
21012
ISSUE DATE

REVISIONS

CDG II, L.L.C. © 2021

NOT FOR CONSTRUCTION PRELIMINARY

Syracuse Hotel & Monterey West

SYRACUSE, DAVIS COUNTY, UTAH

ARCHITECTURE | PLANNING | INTERIOR DESIGN | PROCUREMENT
CENTRAL DESIGN GROUP II • 3200 PENN TERRACE, SUITE 100 • COLUMBIA, MISSOURI, 65202 • TEL: 573.441.9391

centraldesign group II

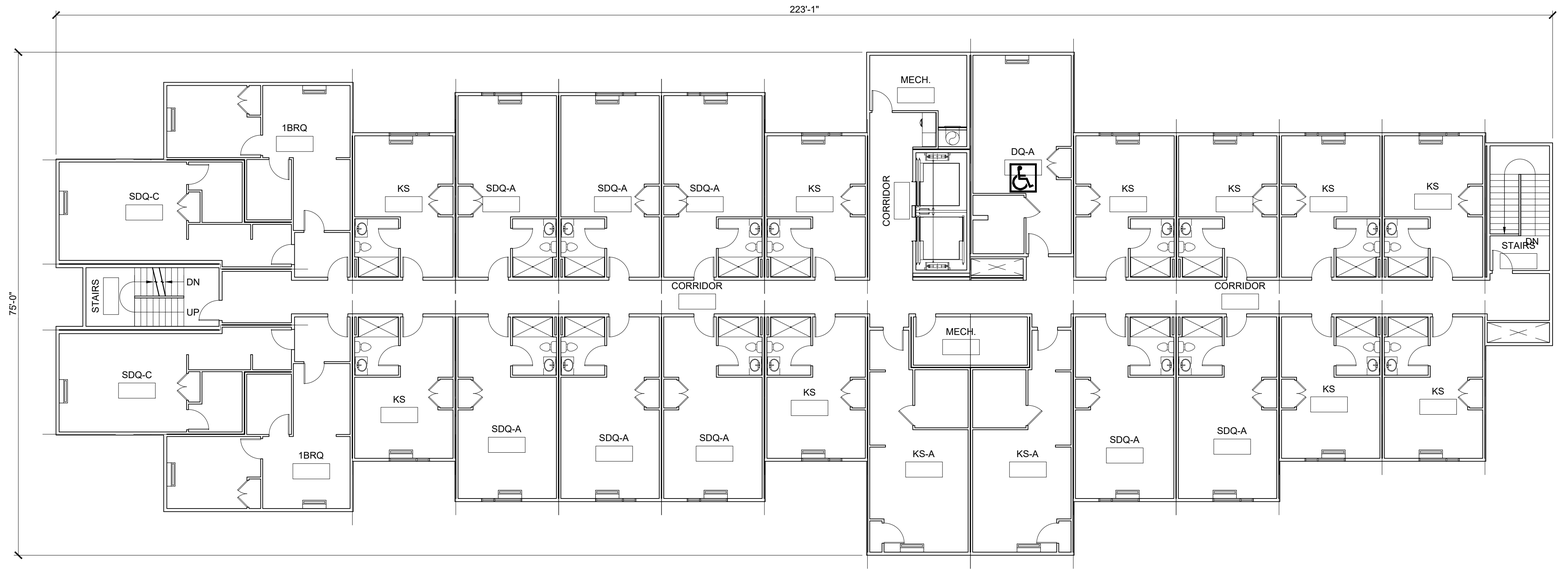
FLOOR PLAN
1ST & 2ND FLOOR

A1.1



3RD FLOOR PLAN 1

SCALE: 3/32" = 1'-0" FLOOR AREA: 12,551 SQ. FT.



4TH FLOOR PLAN 1

SCALE: 3/32" = 1'-0" FLOOR AREA: 12,551 SQ. FT.

Twenty-Five EIGHT
Development, LLC

JOB NUMBER
21012
ISSUE DATE

REVISIONS

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PRELIMINARY

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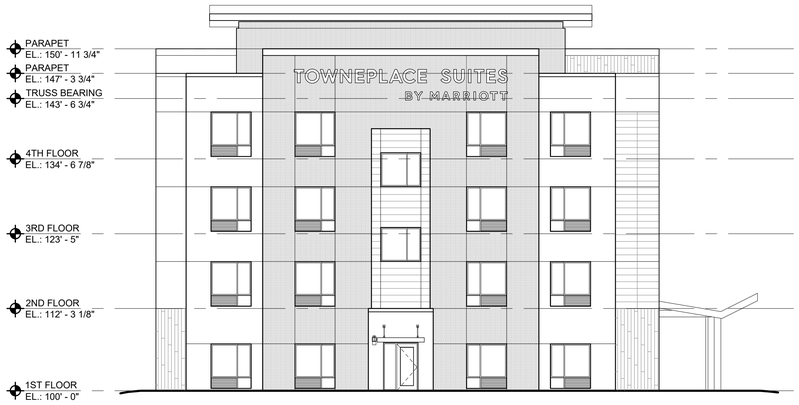
centraldesign group II

FLOOR PLAN
3RD & 4TH FLOOR

A1.3



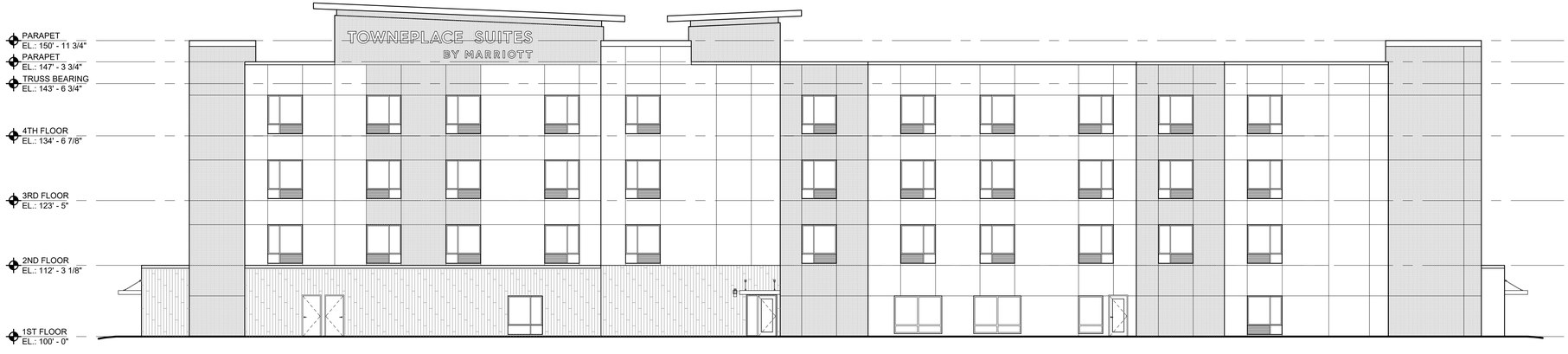
SOUTH ELEVATION 1
SCALE: 3/32" = 1'-0"



WEST ELEVATION 2
SCALE: 3/32" = 1'-0"



EAST ELEVATION 3
SCALE: 3/32" = 1'-0"



NORTH ELEVATION 4
SCALE: 3/32" = 1'-0"

Twenty-Five EIGHT
Development, LLC

FINISH LEGEND

- EF1 - EIFS
- EF2 - EIFS
- EF4 - EIFS
- EF5 - EIFS

COLOR PALLETTE AS SELECTED BY OWNER FROM MARRIOTT APPROVED COLOR SCHEMES

NOTE: ALL E.I.F.S. THICKNESS IS 3" UNLESS NOTED OTHERWISE

JOB NUMBER
21012
ISSUE DATE

REVISIONS

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NOT FOR CONSTRUCTION PRELIMINARY

Syracuse Hotel & Monterey West

SYRACUSE, DAVIS COUNTY, UTAH

ARCHITECTURE | PLANNING | INTERIOR DESIGN | PROCUREMENT
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centraldesign group II

EXTERIOR ELEVATIONS

A7.1

centraldesign group

Towneplace Suites

Syracuse Hotel & Monterey West

PROPOSED ELEVATIONS

Syracuse, Utah

TOWNEPLACE SUITES® MARRIOTT

Twenty-Five EIGHT Development, LLC



SOUTH ELEVATION 1

SCALE: 3/32" = 1'-0"



Material Legends

- EF1 EFIS - BENJAMIN MOORE
  COLOR: MANOR BLUE - 1627
- EF2 EFIS - BENJAMIN MOORE
  COLOR: NOVEMBER RAIN - 2142-60
- P3 EFIS - SHERWIN WILLIAMS
  COLOR: BLACK BEAN - SW 6006
- P4 EFIS - SHERWIN WILLIAMS
  COLOR: INTELLECTUAL GRAY - SW 7045
- WINDOW FRAMES, COPING, CANOPY, TRIM
  COLOR: WHITE

DEVELOPEMENT DESCRIPTION

NEW CONSTRUCTION:
4 STORY
51,328 SF - 84 KEY HOTEL



EAST ELEVATION 3

SCALE: 3/32" = 1'-0"

ARCHITECTURE | PLANNING | INTERIOR DESIGN | PROCUREMENT
3200 Penn Terrace, Suite 100 | Columbia, Missouri 65202 | 573.441.9391
CDG II © 2021

Noah Steele

From: Noah Steele
Sent: Thursday, September 23, 2021 3:35 PM
To: Josh Hughes
Subject: updated staff review for Monterrey West

Josh,

Here is an updated staff review based off the latest plans that have been submitted on 9-21-21. New comments are in red and old is in black. If it's been resolved, it struck through.

~~8.10.070 Relation to adjoining street systems~~

~~1. 450 S is on our master transportation plan and will be required to be a 60' public ROW.~~

10.92.010 Purpose

1. This site doesn't have shopping or bus service nearby, so the symbiotic relationship of a mixed-use development is not as prevalent in this project. This location creates a more isolated location for residential density. Compared to other recently approved multifamily projects, this is more isolated from the services the other sites enjoy. Unresolved

Project Name	distance to grocery	distance to bus stop	distance to park	combined distances
Monterrey West	0.72	0.4	0.22	1.34
Holt	0.45	0	0.06	0.51
Arlo	0.31	0	0.19	0.5
Briggs North	0.06	0.09	0.37	0.52
Aspire at Canterbury	0.1	0.42	0	0.52
Towns at City Center	0.13	0.04	0.17	0.34

10.92.020 Permitted uses

~~1. Hotel not on list of permitted or conditional uses. Unresolved~~ - resolved with DA

10.92.040 Development standards.

~~1. Multiple buildings and parking lots are within the front setback which is 20 feet. Building setbacks resolved but the new problem is that parking is not allowed to back into 450 S. Remove and replace with landscape buffer so parking isn't within front setback.~~

2. 100% residential projects are prohibited. I worry that without a third-party feasibility study indicating that a hotel is feasible on the site or a letter of interest from a hotel, there is a high chance that the hotel site sits vacant indefinitely while the apartments are built immediately. Marriot brand name and logo are being used; do you have an LOI from them? Or other commitment/authorization to utilize their brand name/logo? PC recommended a commitment from a hotel be required before approval

~~3. Corner chamfered edge on AP-1 not shown on site plan~~

~~4. Sidewalks to each first-floor entrance not shown on site plan.~~

~~5. Existing high school shortcut access not shown.~~ Shown but not sure why there is a parallel walk next to the existing walk, seems redundant. - unresolved but minor and could be taken care of at site plan

~~6. Crosswalk needed for AP-1 going to clubhouse/pool~~

7. Hotel or single family doesn't vary window size and height. - GC zone would allow current design.

8. Single family doesn't vary roof styles with each segment. – PC recommended allowing this exemption but applicant has also adressed this regardless

9. Hotel doesn't have canopies or trellis over windows, namely the street facing windows. GC zone would loosen this but still require the north façade to be improved.

10. AP1-AP5 end unit entries on first floor need windows in door or side windows. Unresolved

11. Hotel doesn't have first floor storefronts of varying styles on each segment. GC zone would allow current design.

~~12. Hotel is 4 stories, but max is 3 stories. GC zone has a height limit equal to the distance of the zone boundary. West boundary is only 19'. Would have to step up or shift hotel over~~.

13. ~~Unclear if AP-1 has commercial on first floor, assumed no.~~

14. Corner of 1550 w and 450 S doesn't have prominent corner feature. Unresolved - DA to provide exception
15. Entirely residential buildings not allowed unless they are within 1,320 feet of existing retail or office. Russon mortuary, charter school, carwash, and auto repair are commercial uses but not retail or office. PC recommended allowing this exemption
16. Hotel is 236' long but maximum building length is 200' - GC zone would allow current design.
17. Hotel has horizontal rooflines over 30' – GC zone would allow current design.
18. Single family has an assumed top ridgeline over 30' Unresolved - DA to provide exception
19. Duplicate buildings not allowed right next to each other, but single family is 16 identical buildings and AP-2 through AP-5 is identical. Unresolved
20. Hotel street side entrance is small and not prominent, no signage around storefront. GC zone would loosen this but still require the north façade to be improved.
21. Hotel is all stucco but required to have 30% brick, rock, stone – GC zone actually requires 65% brick rock stone
22. Single family is all hardy board but required to have 30% brick, rock, stone Unresolved - DA to provide exception

Thanks,

Noah Steele, AICP
CED Director
1979 W 1900 s
Syracuse City, 84075
(801) 614-9672
nsteele@syracuseut.com

Noah Steele

From: Noah Steele
Sent: Friday, August 13, 2021 4:51 PM
To: Josh Hughes; Greg Day
Cc: Brian Bloemen; Golden Barrett; Royce Davies; Shawna Bjorgan (sbjorgan@syracuseut.com)
Subject: Monterrey West - MXD review

Josh/Greg,

Here is my staff review of how the development stacks up to the Mixed Use Ordinance. As you know, the city can either do an exception for all or some of these items with the development agreement, do a text amendment, use the 'offsite commercial option' or none of them. I'll leave that up to council. If you want, next week we can set up a time to go over the comments.

10.92.010 Purpose

1. This site doesn't have shopping or bus service nearby, so the symbiotic relationship of a mixed-use development is not as prevalent in this project. This location creates a more isolated location for residential density. Compared to other recently approved multifamily projects, this is more isolated from the services the other sites enjoy.

Project Name	distance to grocery	distance to bus stop	distance to park	combined distances
Monterrey West	0.72	0.4	0.22	1.34
Holt	0.45	0	0.06	0.51
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Towns at City Center	0.13	0.04	0.17	0.34

10.92.020 Permitted uses

1. Hotel not on list of permitted or conditional uses.

10.92.040 Development standards.

1. Multiple buildings and parking lots are within the front setback which is 20 feet.
2. 100% residential projects are prohibited. I worry that without a third-party feasibility study indicating that a hotel is feasible on the site or a letter of interest from a hotel, there is a high chance that the hotel site sits vacant indefinitely while the apartments are built immediately. Marriot brand name and logo are being used; do you have an LOI from them? Or other commitment/authorization to utilize their brand name/logo?
3. Corner chamfered edge on AP-1 not shown on site plan
4. Sidewalks to each first-floor entrance not shown on site plan.
5. Existing high school shortcut access not shown.
6. Crosswalk needed for AP-1 going to clubhouse/pool
7. Hotel or single family doesn't vary window size and height.
8. Single family doesn't vary roof styles with each segment.
9. Hotel doesn't have canopies or trellis over windows, namely the street facing windows.
10. AP1-AP5 end unit entries on first floor need windows in door or side windows.
11. Hotel doesn't have first floor storefronts of varying styles on each segment.
12. Hotel is 4 stories, but max is 3 stories.
13. Unclear if AP-1 has commercial on first floor, assumed no.
14. Corner of 1550 w and 450 S doesn't have prominent corner feature.

15. Entirely residential buildings not allowed unless they are within 1,320 feet of existing retail or office. Russon mortuary, charter school, carwash, and auto repair are commercial uses but not retail or office.
16. Hotel is 236' long but maximum building length is 200'
17. Hotel has horizontal rooflines over 30'
18. Single family has an assumed top ridgeline over 30'
19. Duplicate buildings not allowed right next to each other, but single family is 16 identical buildings and AP-2 through AP-5 is identical.
20. Hotel street side entrance is small and not prominent, no signage around storefront.
21. Hotel is all stucco but required to have 30% brick, rock, stone
22. Single family is all hardy board but required to have 30% brick, rock, stone

Here is the actual ordinance text with the same comments. See action items highlighted in yellow. Comments in red.

Chapter 10.92
MIXED USE DEVELOPMENT ZONE (MXD)

Sections:

10.92.010 Purpose.
10.92.020 Permitted uses.
10.92.030 Conditional uses.
10.92.040 Development standards.
10.92.050 Development process.
10.92.060 Off-street parking and loading.
10.92.070 Signs.

10.92.010 Purpose.

To create a zone which will provide traditional neighborhoods where residents can work, play, shop, and live that are strategically designed to create a symbiotic relationship by allowing for a combination of commercial and residential uses. No shopping nearby. These neighborhoods are meant to boost the city's daytime population, which is anticipated to support local businesses and increase sales tax revenue. This zone will be the most urban atmosphere within the city. Projects within the zone are anticipated to provide context-sensitive architecture, art, entertainment, convenience, alternate housing types, affordability, and active lifestyles through recreation amenities on site and improved sidewalk connections to destinations off site. Residential use may be applied to existing commercial areas, or commercial uses inserted into existing residential areas if the goal is to increase jobs and/or increase sales tax, and the development scale is compatible with its surroundings. [Ord. 20-31 § 1 (Exh. A); Ord. 20-11 § 1 (Exh. A); Ord. 19-17 § 1 (Exh. A).]

10.92.020 Permitted uses.

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

(A) Restaurants;

(B) Professional office;

(C) Professional nonretail services;

(D) Retail, no automotive maintenance, gas, or repair;

(E) Churches, synagogues, and temples;

(F) Dwellings, multifamily, up to 24 attached per building. More than 24 units may be permitted only if all of the following apply: the building is an "L" shape and the building is oriented on a corner facing a major street, and provides amenities in the apex of the two sides as described in SCC 10.92.040(D)(1) and (2), and no single building elevation is longer than permitted by SCC 10.92.040(F)(10), and the building shall not exceed a combined total of 34 units plus amenities;

(G) Dwellings, townhomes, up to six attached per building;

(H) Dwellings, single-family detached;

(I) Household pets;

(J) Public and quasi-public buildings;

(K) Club houses and recreational facilities;

(L) Public parks. [Ord. 20-31 § 1 (Exh. A); Ord. 20-11 § 1 (Exh. A); Ord. 19-17 § 1 (Exh. A).]

Hotel not on list of permitted uses.

10.92.030 Conditional uses.

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

(A) Minor home occupations (minor);

(B) Accessory dwellings (major, allowed with single-family detached units only);

(C) Temporary commercial uses (see SCC 10.35.050) (minor);

(D) Accessory structures (minor). [Ord. 20-31 § 1 (Exh. A); Ord. 20-11 § 1 (Exh. A); Ord. 19-17 § 1 (Exh. A).]

Hotel not listed in conditional uses either

10.92.040 Development standards.

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

(A) Minimum Lot Standards.

(1) Lot width: no minimum or maximum.

(2) Front yard setback: 20 feet minimum, 40 feet maximum. Fifteen feet minimum allowed if adjacent to an enhanced streetscape featuring all of the following: widened sidewalk, on-street parallel parking, and outdoor cafe style seating. Measured from the back of right-of-way or private drive to front building foundation.

Multiple buildings and parking lots are within the front setback.

(3) Side yard setbacks: as measured from foundation to adjacent property line; 10 feet minimum or as approved by Planning Commission. As measured between building foundations, 16 feet minimum.

(4) Rear yard setback: as measured from foundation to adjacent property line or between buildings, 20 feet.

(B) Density. Unit densities and housing product types shall be distributed on site with extreme sensitivity to adjacent development type and density. Units per acre shall be tapered down when near property boundaries of single-family development. Density is form based, no minimum units per acre.

(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. – I worry that without a feasibility study indicating that a hotel is feasible on the site or a letter of interest from a hotel, there is a high chance that the hotel site sits vacant indefinitely while the apartments are build immediately.

(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.

(D) On-Site Amenities and Landscaping.

(1) Common Space Amenities. The project shall develop common space amenities proportionate to and in relation to the scale and resident demographics of the proposed project. Amenities shall be privately owned and managed by an HOA. Amenities must be chosen from the following list as required in the following table:

Number of Units	Amenities Required
0 – 20	1
20 – 40	2
40 – 60	3
60 – 80	4
80 – 100	5
100 +	6 – 6 provided

(2) List of Amenity Examples. Select from list the number required from table above:

(a) Water amenities (for example: pools, hot tubs, steam room);

(b) Sport amenities (for example: tennis, pickleball, lighted basketball courts);

(c) Community gathering amenities (for example: play structure, village green, pavilion, outdoor kitchen);

(d) Other amenities deemed appropriate by the Planning Commission.

(3) Open Space. A minimum of 20 percent of the project area shall be landscaped. 35% provided

(4) Street Trees. One street tree shall be planted at least every 30 feet along adjacent public street frontages in accordance with the street tree species guide in SCC 10.30.070.

(5) Buffering between land uses as required in SCC 10.30.080.

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

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

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

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

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

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

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

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

(f) If a fee is accepted in lieu of common space, the project will nevertheless be required to build at a minimum: 15 percent landscaping of the total project land area. All on-site landscaping and common space amenities shall be maintained by an HOA.

(g) The fee money will be due to the City prior to recording of the final subdivision plat proportionate to each phase or prior to accepting a building permit, as applicable.

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

(i) In-lieu fees shall be calculated on an individual basis. In-lieu fee amount shall be roughly equivalent to the value of forgone on-site common space area(s) and improvements. Fees shall be determined using mutually accepted methods for cost estimating the dollar amount needed to build the equivalent park improvements and acquire the land needed for said park space. Credit for on-site common space developed beyond the minimum 15 percent identified in subsection (D)(6)(f) of this section, and actually built within the development, may be subtracted from the estimated fee due.

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

(E) Site Design.

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

(a) Where front and rear frontage to two roads or driveways exists, the road or driveway with the largest width and traffic counts shall be the direction the front door faces.

(b) If frontage to the intersection of two roads or drive aisles exists, the building entrance(s) shall face toward the point of intersection of the two centerlines with a chamfered edge. Chamfered edge shown on elevations but not on site plan.

(c) Entryways shall not face toward the rear or side lot line of abutting property with single-family residential zoning or use.

(2) Terminating vistas shall be incorporated by centrally and prominently placing public art, landscaped monument signage, or building facades perpendicularly at the visual endpoint of streets and drive aisles.

(3) Garage doors shall not face public roads. Where double frontage exists, the garage door may face the lesser of the two roads or be side-facing.

(4) The development design shall include direct automobile access to a public roadway on a full-width publicly dedicated right-of-way or private drive meeting International Fire Code (IFC) standards.

(5) All building entrances shall be directly connected to the public sidewalk with pedestrian walkways. These walkways must use differing material when crossing driveways. Decorative landscaping shall be included for one and one-half feet on one or both sides of all private walkways leading to front doors and/or residential breezeways. Sidewalks to each first floor entrance not shown on site plan.

(6) Cross-access for automobiles and pedestrians to and from abutting properties is required where possible.

1. (7) On-site and off-site pedestrian sidewalks and shortcuts are required to increase access to adjacent shopping, employment, parks, or other amenities. Existing high school shortcut access not shown. Crosswalk needed for AP-1 going to clubhouse/pool

(F) Architecture.

(1) Vertical mixed use motif architecture is required on all buildings within the mixed use zone.

(2) Vertical mixed use motif is defined as containing the following elements:

(a) Horizontal and/or vertical variation in wall or roof plane between each unit intended to give the appearance of multiple buildings built over a long period of time; - hotel: yes, apartments: yes, single family yes

(b) Varying window size and height with each segment; hotel: no, apartments: yes, single family: no

(c) Roofs of varying styles with each segment; hotel: yes, apartments: yes, single family: no

2. (d) Large first floor windows and/or storefronts covered by canopy or trellis; hotel: no, apartments: no, end first floor entry doors of AP-2 thru 5 need windows in door or side windows
, single family: yes

(e) First floor storefronts with varying styles on each segment such as bay or recessed entries; hotel: no, apartments: yes, single family: yes

(f) Entrance door on chamfered angle when on corner; hotel: n/a, apartments: yes, single family: yes

(g) A design including similar architectural features to the example image below, but not construed as a requirement to match exactly:



(3) Building Height.

(a) Maximum allowed height and resulting densities will be allotted based on the provided square feet of leasable commercial space using the ratios below. Calculations for the entire project will be based on the tallest building.

(i) Required Commercial Square Feet to Maximum Height Ratios.

A. One story/maximum 15 feet allowed if: 12 square feet commercial/1,000 square feet residential.

B. Two story/maximum 30 feet allowed if: 24 square feet commercial/1,000 square feet residential.

3. C. Three story/maximum 40 feet allowed if: 36 square feet commercial/1,000 square feet residential. Hotel is 4 stories. sf commercial required: 6,264. sf commercial provided: ~50,000 sf hotel sf residential: (142 apartment units x 1000sf each= 142,000sf) + (16 single family lots x 2000 sf each = 32,000 sf) = 174,000/1000 = 174 x 36 = 6,264

(b) Buildings located within 85 feet (measured from foundation to property line) to existing single-family detached homes, or one-story attached duplex, triplex, or fourplex, shall be a maximum of two stories and/or 30 feet, whichever is shorter.

(c) Nonhabitable towers, parapets, or other decorative architectural features, excluding roof structure, shall be allowed, but not to exceed 45 feet.

(4) If commercial spaces have residential above or below, they shall be designed to meet building and fire codes to support the commercial use. Unclear if AP-1 has commercial on first floor – assumed no.

(5) All buildings and project site areas are required to meet the design standards found in Chapter 10.28 SCC.

(6) If no commercial exists on the bottom floor and if the building is directly abutting a road, or is on a corner, its facades shall at a minimum be designed with the mixed use motif architecture as defined above.

(7) If a building is located on the corner of two roads, the building shall have a prominent tower or architectural feature of greater height than the rest of the building. The tower or feature shall be rotated so the center point of its outer wall faces the point of intersection of the two road centerlines. –Corner of 1550 w and 450 S doesn't have prominent corner feature.

(8) Buildings which are entirely residential without leasable commercial space mixed in the same building are only allowed if all the following apply:

(a) Are within 1,320 feet of existing retail or office building(s) measured in a straight line between the closest portion of each building; and No – Russon mortuary, charter school, carwash, and auto repair commercial uses close by but no retail or office.

(b) Are connected and accessible to adjacent commercial or office building(s) with a paved ADA-compliant pedestrian walkway. yes

(9) On-site buildings which are entirely commercial are permitted only if all of the following apply:

(a) Are located with frontage on a street or corner, or part of a contiguous block of commercial buildings which do have frontage; and – hotel 100% commercial – yes frontage on street

(b) Conform to the vertical mixed use architectural motif; and – no

(c) Have at least two stories. - yes

(10) Maximum building length is 200 feet. – hotel is 236 ' long

(11) Horizontal rooflines shall vary at a minimum of every 30 feet. Variation can be accomplished by: hotel: no, apartments yes, single family: no/not enough information to confirm

(a) Vertical offset in ridge line;

(b) Gables;

(c) Parapets;

(d) Cornices;

(e) Dormers;

(f) Vegetated terraces;

(g) Trellises; or

(h) Other architectural features such as portals, balconies, or porches.

(12) Buildings designed with completely flat facades and monotone color schemes are not permitted. – no perspective drawing provided for north elevation of hotel.

(13) All buildings must have articulation of all facades.

(14) At least one significant horizontal facade variation in the wall plane is required at least every 60 feet.

(15) Duplicating building facades adjacent to each other on the same side of the street or in a repeating pattern shall not be allowed. This may be accomplished by varying the number of stories, roof type (including shed, gable, hip, Dutch, dormer roofs, etc.), or ridgeline directions to create variation. Color variation alone is not sufficient. – single family is identical, AP-2 through 5 is identical.

(16) Architectural variation between each building segment is required. Hotel: yes, Apartments: yes, Single Family: yes

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

(18) All units abutting to a public roadway shall utilize rear or side facing garages.

(19) Entrances shall be pronounced with porticos, awnings, arches, columns, gables, porches, stoops or other three-dimensional architectural features.

(20) Front doors to ground level apartment units shall face the road or front of the building and not towards a shared hallway. Shown on elevations but not on site plan

(21) The stairway leading to upper level units shall be located on the front of the building with a prominent architectural storefront creating a welcoming and defined entrance lobby. Window or blade signage located on the storefront should clearly label the building number and project name. Hotel street side entrance is small and not prominent, no signage around storefront

(22) First floor apartment, townhome, and single-family unit entryways shall feature a covered front porch with enough space for two chairs and a walkway.

(23) A minimum of three colors and materials per exterior elevation is required.

(24) Exterior surface materials on every facade shall meet the requirements for front exterior walls found in SCC 10.30.020(B) with the exception that no vinyl siding shall be permitted on any side. [Ord. 20-31 § 1 (Exh. A); Ord. 20-11 § 1 (Exh. A); Ord. 19-17 § 1 (Exh. A).] – hotel: all stucco, Apartments: ok, Single family: all hardy

10.92.050 Development process.

All projects within the mixed use zone shall enter into a development agreement with the city. The agreement must be approved by City Council concurrently with the rezone request. The agreement shall include the square footage of all proposed uses and the number of proposed residential units. Colored concept plans and exterior elevations shall be included as exhibits in the development agreement.

Upon application for the mixed use development zone, the developer shall provide colored architectural elevations and colored concept plans showing the architecture and design of the proposed development. Elevation drawings shall include building materials and a table showing the square footage of each material, building height, and the total square footage of each facade. The concept plan shall include the location of each proposed building labeled with use and square footage, parking areas and number of stalls, existing buildings, existing mature trees, proposed amenities, landscape areas, proposed trees, and shrubs. The plan shall also include a table of the total site acreage, total combined building square footage, square footage of each proposed building, square footage of each use in each building, number of residential units in each building, number of commercial and/or office spaces, number of parking spaces, and total square footage of landscape areas. Upon zoning approval, the development plans shall be a binding zoning document that runs with the land.

If zoning is granted, prior to construction all projects shall: submit a site plan application to be reviewed by the Architectural Review Committee and Planning Commission as detailed in SCC 10.20.090, submit a building permit application, and complete a pre-construction meeting with the Building Department. [Ord. 20-31 § 1 (Exh. A); Ord. 20-11 § 1 (Exh. A); Ord. 19-17 § 1 (Exh. A).]

10.92.060 Off-street parking and loading.

No off-street parking stalls shall be allowed to be located between the front building facade and the public right-of-way or within any front yard. – parking within required front yard. Enclosed garages are not required for residential units within the mixed use zone. Parking for residential units shall be provided at a minimum ratio of two stalls per unit – one stall for the resident and one stall for visitors. Resident parking shall be located no further than 300 feet from the building in which the unit resides, measured as a pedestrian could travel between the closest edge of the parking stall to the closest entrance of the building. Shared parking agreements with adjacent commercial uses for visitor parking are encouraged. Otherwise, off-street

parking and loading shall be provided as specified in Chapter 10.40 SCC. [Ord. 20-31 § 1 (Exh. A); Ord. 20-11 § 1 (Exh. A); Ord. 19-17 § 1 (Exh. A).]

10.92.070 Signs.

The signs permitted in this zone shall be those allowed in residential or commercial zones as applicable, as specified in Chapter 10.45 SCC. Home occupation businesses shall be limited to first floor window or first floor blade signs not to exceed four square feet. Businesses located in buildings with residential units on upper floors shall not install signage higher than the first floor. [Ord. 20-31 § 1 (Exh. A); Ord. 20-11 § 1 (Exh. A); Ord. 19-17 § 1 (Exh. A).]

Noah Steele, AICP
CED Director
1979 W 1900 s
Syracuse City, 84075
(801) 614-9672
nsteele@syracuseut.com

Planning Commission Recommendations

9/9/21

Public Hearing – Rezone of approximately 9.14 acres from Agricultural (A-1) to Mixed Use Development (MXD) by request of Twenty-Five EIGHT Development, LLC at approximately 300 S 1550 W for Syracuse Hotel and Monterey West

COMMISSIONER KENNINGTON MOVED THE PLANNING COMMISSION RECOMMEND APPROVAL OF THIS TO THE CITY COUNCIL BASED ON A BETTER COMMITMENT FOR A HOTEL CHAIN (SOMEONE TO OCCUPY THE HOTEL), THE SITE PLAN REVISED TO SHOW THE PARKING INSTEAD OF THOSE FOUR HOMES, AND WITH THE ZONING CHANGES TO WHERE THE HOTEL IS COMMERCIAL AND THE REST IS MIXED USE.

CHAIR WESSEL CLARIFIED THE MOTION AS FOLLOWS:
PLANNING COMMISSION RECOMMENDS APPROVAL TO CITY COUNCIL WITH THREE CONDITIONS:

1. THAT THERE'S A COMMITMENT FROM A HOTELIER
2. THAT WE GET THE UPDATED SITE PLAN AS DECRIBED BY MR. HUGHES
3. ZONING TO BE MOVED TO THE OFFSITE OPTION WITH THE HOTEL ZONED AS COMMERCIAL

COMMISSIONER KENNINGTON ACCEPTED THE CLARIFIED MOTION; COMMISSIONER GALLEGOS SECONDED, MOTION CARRIED 5-1 WITH COMMISSIONER HUNTER DISSENTING.

9/21/21

Public Hearing – Development Agreement for proposed "Syracuse Hotel and Monterey West" Mixed Use Development (MXD) project by request of Twenty-Five EIGHT Development, LLC at approximately 300 S 1550 W

COMMISSIONER HELLEWELL MOVED THE PLANNING COMMISSION RECOMMEND APPROVAL OF THE OFFSITE OPTION TO INCLUDE ONLY ITEM 2 (SINGLE FAMILY DOESN'T VARY ROOF STYLES WITH EACH SEGMENT) AND ITEM 7 (ENTIRELY RESIDENTIAL BUILDINGS NOT ALLOWED UNLESS THEY ARE WITHIN 1,320 FEET OF EXISTING RETAIL OR OFFICE) AS EXCEPTIONS IN THE DEVELOPMENT AGREEMENT; COMMISSIONER HUNTER SECONDED, MOTION CARRIED 4-3 WITH COMMISSIONERS WEBER, KENNINGTON, AND GALLEGOS DISSENTING.

Public Hearing – Text Amendment of Syracuse City Code Chapter 10.92 Mixed Use Development Zone (MXD) requested by Twenty-Five EIGHT Development, LLC

COMMISSIONER HELLEWELL MOVED THE PLANNING COMMISSION RECOMMEND DENIAL OF THE TEXT AMENDMENT TO THE MXD ZONE; COMMISSIONER WEBER SECONDED, MOTION CARRIED UNANIMOUSLY.

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: 300 South 1550 West		Total Acreage of Parcel: 9.144
Parcel Identification Number (as recorded with Davis County): 12-025-0030	Current Zone: A-1	Proposed Zone: Mixed Use

Brief Description of Purpose for Rezone and Reasons Supporting the Request

Applicant desires to bring a hotel to Syracuse to capture tourism dollars & compliment recent and future growth planned within the City. Applicant desiries to build single family detached residential homes as a buffer to the existing residential neighborhood. Applicant would support both initiatives financially by building upscale multi-family housing.

Subject Property Owner Contact Information			
Name(s) of every person or company the applicant represents: Ninigret Construction Company North, LC			
Mailing Address: 1700 South 4650 West	City: Salt Lake City	State: Utah	ZIP: 84101
Office Phone: (801) 973-9090	Cell Phone: (914) 438-0649	Email: Gary@Ninigret.com	

Applicant Contact Information (if different from Property Owner)			
Name (and agent, if any): Twenty-Five EIGHT Development, LLC			
Mailing Address: 1789 S Mills Lane	City: Syracuse	State: Utah	ZIP: 84075
Office Phone:	Cell Phone: (801) 814-1778	Email: GregoryB81@gmail.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: 7/23/2021

Applicant Signature — Date: 07/23/21

FOR OFFICE USE ONLY			
Date Received and Paid:	Received by:	Receipt #	**Application and Noticing Fees:**
Payment Type: ☐ Cash ☐ Credit Card ☐ Check#_____			$425 Application Fee — $ 425 $20 per Public Notice Sign _____Signs — $_____ $100 Noticing Fees ____ — $_____
Land Use Authority Date: City Council Decision and Date:			**Total** $_____

COUNCIL AGENDA

November 9, 2021

LEGISLATIVE ITEM

Agenda Item #**9** Monterrey West MXD - Text Amendment

Factual Summation

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

Upon application for the MXD rezone, the applicant knew that his proposal would not meet the requirements of the zone. As a potential solution, the applicant applied to amend the ordinance to resolve the out of complinace issues.

Planning Commission unanimously voted on 9/21/21 to recommend not to amend the ordinance in favor of dealing with the exception needed in the development agreement for the project.

CC reviewed the item in their work session on October 26, 2021 and instructed staff to place the item on a business meeting for a vote.

Title 10 – Land Use Ordinance Text Amendment Application

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

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

Applicant Contact Information: Updated: 3/2017

Name:	Business Name:
Syracuse Hotel & Monterey West	Twenty-Five EIGHT Development, LLC
Phone Number(s): (801) 814-1778 & (801) 940-6057	**Mailing Address:** (If different from subject property location) 1789 S. Mills Lane
E-Mail Address: GregoryB81@gmail.com	**City:** Syracuse / **State:** UT / **Zip Code:** 84075
Relationship to Property Owner: Purchasing Property / Developer / Applicant	

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

Name(s):	Mailing Address: (If different from subject property location)
Ninigret Construction Compay North, LC	1700 South 4650 West
Phone Number(s): (914) 438-6049	**City:** Salt Lake City / **State:** UT / **Zip Code:** 84101
Email Address: Gary@Ninigret.com	

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

See Attached.

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

See Attached.

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

See Attached.

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

Applicant Signature — Date: 07/23/21

Business/Property Owner Signature — Date: 7/23/2021

FOR OFFICE USE ONLY

Date Received and Paid:	Received By:	Receipt #

Payment Type: ☐ Cash ☐ Credit Card ☐ Check#_____

Land Use Authority Date:

City Council Decision and Date:

Application and Noticing Fees:

$200	Application Fee	$200.00
	Total	**$200.00**

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

Scanned with CamScanner

10.92.010 Purpose.

To create a zone which will provide traditional neighborhoods where residents can work, play, shop, and live that are strategically designed to create a symbiotic relationship by allowing for a combination of commercial and residential uses. These neighborhoods are meant to boost the city's daytime population, which is anticipated to support local businesses and increase sales tax revenue. This zone will be the most urban atmosphere within the city. Projects within the zone are anticipated to provide context-sensitive architecture, art, entertainment, convenience, alternate housing types, affordability, and active lifestyles through recreation amenities on site and improved sidewalk connections to destinations off site. Residential use may be applied to existing commercial areas, or commercial uses inserted into existing residential areas if the goal is to increase jobs and/or increase sales tax, and the development scale is compatible with its surroundings. [Ord. 20-31 § 1 (Exh. A); Ord. 20-11 § 1 (Exh. A); Ord. 19-17 § 1 (Exh. A).]

10.92.020 Permitted uses.

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

(A) Restaurants;

(B) Professional office;

(C) Professional nonretail services;

(D) Retail, no automotive maintenance, gas, or repair;

(E) Churches, synagogues, and temples;

(F) Dwellings, multifamily, up to 24 attached per building. More than 24 units may be permitted only if all of the following apply: the building is an "L" shape and the building is oriented on a corner facing a major street, and provides amenities in the apex of the two sides as described in SCC 10.92.040(D)(1) and (2), and no single building elevation is longer than permitted by SCC 10.92.040(F)(10), and the building shall not exceed a combined total of 34 units plus amenities;

(G) Dwellings, townhomes, up to six attached per building;

(H) Dwellings, single-family detached;

(I) Household pets;

(J) Public and quasi-public buildings;

(K) Club houses and recreational facilities;

(L) Public parks. [Ord. 20-31 § 1 (Exh. A); Ord. 20-11 § 1 (Exh. A); Ord. 19-17 § 1 (Exh. A).]

10.92.030 Conditional uses.

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

(A) Minor home occupations (minor);

(B) Accessory dwellings (major, allowed with single-family detached units only);

(C) Temporary commercial uses (see SCC 10.35.050) (minor);

(D) Accessory structures (minor). [Ord. 20-31 § 1 (Exh. A); Ord. 20-11 § 1 (Exh. A); Ord. 19-17 § 1 (Exh. A).]

10.92.040 Development standards.

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

(A) Minimum Lot Standards.

(1) Lot width: no minimum or maximum.

(2) Front yard setback: 20 feet minimum, 40 feet maximum. Fifteen feet minimum allowed if adjacent to an enhanced streetscape featuring all of the following: widened sidewalk, on-street parallel parking, and outdoor cafe style seating. Measured from the back of right-of-way or private drive to front building foundation.

(3) Side yard setbacks: as measured from foundation to adjacent property line; 10 feet minimum or as approved by Planning Commission. As measured between building foundations, 16 feet minimum.

(4) Rear yard setback: as measured from foundation to adjacent property line or between buildings, 20 feet.

(B) Density. Unit densities and housing product types shall be distributed on site with extreme sensitivity to adjacent development type and density. Units per acre shall be tapered down when near property boundaries of single-family development. Density is form based, no minimum **or maximum** units per acre.

(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.

(D) On-Site Amenities and Landscaping.

(1) Common Space Amenities. The project shall develop common space amenities proportionate to and in relation to the scale and resident demographics of the proposed project. Amenities shall be privately owned and managed by an HOA. Amenities must be chosen from the following list as required in the following table:

(2) List of Amenity Examples. Select from list the number required from table above:

(a) Water amenities (for example: pools, hot tubs, steam room);

(b) Sport amenities (for example: tennis, pickleball, lighted basketball courts);

(c) Community gathering amenities (for example: play structure, village green, pavilion, outdoor kitchen);

(d) Other amenities deemed appropriate by the Planning Commission.

(3) Open Space. A minimum of 20 percent of the project area shall be landscaped.

(4) Street Trees. One street tree shall be planted at least every 30 feet along adjacent public street frontages in accordance with the street tree species guide in SCC 10.30.070.

(5) Buffering between land uses as required in SCC 10.30.080.

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

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

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

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

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

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

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

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

(f) If a fee is accepted in lieu of common space, the project will nevertheless be required to build at a minimum: 15 percent landscaping of the total project land area. All on-site landscaping and common space amenities shall be maintained by an HOA.

(g) The fee money will be due to the City prior to recording of the final subdivision plat proportionate to each phase or prior to accepting a building permit, as applicable.

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

(i) In-lieu fees shall be calculated on an individual basis. In-lieu fee amount shall be roughly equivalent to the value of forgone on-site common space area(s) and improvements. Fees shall be determined using mutually accepted methods for cost estimating the dollar amount needed to build the equivalent park improvements and acquire the land needed for said park space. Credit for on-site common space developed beyond the minimum 15 percent identified in subsection (D)(6)(f) of this section, and actually built within the development, may be subtracted from the estimated fee due.

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

(E) Site Design.

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

(a) **With the exception of buildings that are entirely commercial**, where front and rear frontage to two roads or driveways exists, the road or driveway with the largest width and traffic counts shall be the direction the front door faces.

(b) If frontage to the intersection of two roads or drive aisles exists, the building entrance(s) shall face toward the point of intersection of the two centerlines with a chamfered edge.

(c) Entryways shall not face toward the rear or side lot line of abutting property with single-family residential zoning or use.

(2) Terminating vistas shall be incorporated by centrally and prominently placing public art, landscaped monument signage, or building facades perpendicularly at the visual endpoint of streets and drive aisles.

(3) Garage doors shall not face public roads. Where double frontage exists, the garage door may face the lesser of the two roads or be side-facing.

(4) The development design shall include direct automobile access to a public roadway on a full-width publicly dedicated right-of-way or private drive meeting International Fire Code (IFC) standards.

(5) All building entrances shall be directly connected to the public sidewalk with pedestrian walkways. These walkways must use differing material when crossing driveways. Decorative landscaping shall be included for one and one-half feet on one or both sides of all private walkways leading to front doors and/or residential breezeways.

(6) Cross-access for automobiles and pedestrians to and from abutting properties is required where possible.

(7) On-site and off-site pedestrian sidewalks and shortcuts are required to increase access to adjacent shopping, employment, parks, or other amenities.

(F) Architecture.

(1) Vertical mixed use motif architecture is required on all buildings within the mixed use zone**, with the following exceptions:**

(a) Single family detached residential homes; and

(b) Buildings which are entirely commercial and consist of either (i) at least four stories or (ii) at least 50,000 square feet.

(2) Vertical mixed use motif is defined as containing the following elements:

(a) Horizontal and/or vertical variation in wall or roof plane between each unit intended to give the appearance of multiple buildings built over a long period of time;

(b) Varying window size and height with each segment;

(c) Roofs of varying styles with each segment;

(d) Large first floor windows and/or storefronts covered by canopy or trellis;

(e) First floor storefronts with varying styles on each segment such as bay or recessed entries;

(f) Entrance door on chamfered angle when on corner;

(g) A design including similar architectural features to the example image below, but not construed as a requirement to match exactly:

(3) Building Height.

(a) Maximum allowed height **of multi-family buildings** and resulting densities will be allotted based on the provided square feet of leasable commercial space using the ratios below. Calculations for the entire project will be based on the tallest building.

(i) Required Commercial Square Feet to Maximum Height Ratios.

A. One story/maximum 15 feet allowed if: 12 square feet commercial/1,000 square feet residential.

B. Two story/maximum 30 feet allowed if: 24 square feet commercial/1,000 square feet residential.

C. Three story/maximum 40 feet allowed if: 36 square feet commercial/1,000 square feet residential.

(b) Buildings which are entirely commercial may exceed three stories when and as approved by the City Council.

(**c**) Buildings located within 85 feet (measured from foundation to property line) to existing single-family detached homes, or one-story attached duplex, triplex, or fourplex, shall be a maximum of two stories and/or 30 feet, whichever is shorter.

(**d**) **Unin**habitable towers, parapets, or other decorative architectural features, excluding roof structure, shall be allowed, but not to exceed 45 feet**, except as specifically allowed in (3) (b) above**.

(4) If commercial spaces have residential above or below, they shall be designed to meet building and fire codes to support the commercial use.

(5) All buildings and project site areas are required to meet the design standards found in Chapter 10.28 SCC.

(6) If no commercial exists on the bottom floor and if the building is directly abutting a road, or is on a corner, its facades shall at a minimum be designed with the mixed use motif architecture as defined above.

(7) If a building is located on the corner of two roads, the building shall have a prominent tower or architectural feature of greater height than the rest of the building. The tower or feature shall be rotated so the center point of its outer wall faces the point of intersection of the two road centerlines.

(8) Buildings which are entirely residential without leasable commercial space mixed in the same building are only allowed if all the following apply:

(a) Are within 1,320 feet of existing retail or office building(s) measured in a straight line between the closest portion of each building; and

(b) Are connected and accessible to adjacent commercial or office building(s) with a paved ADA-compliant pedestrian walkway.

(9) On-site buildings which are entirely commercial are permitted only if all of the following apply:

(a) Are located with frontage on a street or corner, or part of a contiguous block of commercial buildings which do have frontage; and

~~(b) Conform to the vertical mixed use architectural motif; and~~

(**b**) Have at least two stories.

(10) Maximum building length is 200 feet.

(11) Horizontal rooflines shall vary at a minimum of every 30 feet. Variation can be accomplished by:

(a) Vertical offset in ridge line;

(b) Gables;

(c) Parapets;

(d) Cornices;

(e) Dormers;

(f) Vegetated terraces;

(g) Trellises; or

(h) Other architectural features such as portals, balconies, or porches.

(12) Buildings designed with completely flat facades and monotone color schemes are not permitted.

(13) **With the exception of the sides and rear facades of single-family detached homes which do not face a public street, a**ll buildings must have articulation of all facades.

(14) At least one significant horizontal facade variation in the wall plane is required at least every 60 feet.

(15) Duplicating building facades adjacent to each other on the same side of the street or in a repeating pattern shall not be allowed. This may be accomplished by varying the number of stories, roof type (including shed, gable, hip, Dutch, dormer roofs, etc.), ridgeline directions to create variation, **or other architectural variations**. Color variation alone is not sufficient.

(16) Architectural variation between each building segment is required.

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

(18) All units abutting to a public roadway shall utilize rear or side facing garages.

(19) Entrances shall be pronounced with porticos, awnings, arches, columns, gables, porches, stoops or other three-dimensional architectural features.

(20) Front doors to ground level apartment units shall face the road or front of the building and not towards a d hallway.

(21) The stairway leading to upper level units shall be located on the front of the building with a prominent architectural storefront creating a welcoming and defined entrance lobby. Window or blade signage located on the storefront should clearly label the building number and project name.

(22) First floor apartment, townhome, and single-family unit entryways shall feature a covered front porch with enough space for two chairs and a walkway **(defined as a minimum of 3' x 6')**.

(23) A minimum of three colors and materials per exterior elevation is required**, except on detached single-family homes**.

(24) Exterior surface materials on every facade shall meet the requirements for front exterior walls found in SCC 10.30.020(B) with the exception that no vinyl siding shall be permitted on any side. [Ord. 20-31 § 1 (Exh. A); Ord. 20-11 § 1 (Exh. A); Ord. 19-17 § 1 (Exh. A).]

10.92.050 Development process.

All projects within the mixed use zone shall enter into a development agreement with the city. The agreement must be approved by City Council concurrently with the rezone request. The agreement shall include the square footage of all proposed uses and the number of proposed residential units. Colored concept plans and exterior elevations shall be included as exhibits in the development agreement.

Upon application for the mixed use development zone, the developer shall provide colored architectural elevations and colored concept plans showing the architecture and design of the proposed development. Elevation drawings shall include building materials and a table showing the square footage of each material, building height, and the total square footage of each facade. The concept plan shall include the location of each proposed building labeled with use and square footage, parking areas and number of stalls, existing buildings, existing mature trees, proposed amenities, landscape areas, proposed trees, and shrubs. The plan shall also include a table of the total site acreage, total combined building square footage, square footage of each proposed building, square footage of each use in each building, number of residential units in each building, number of commercial and/or office spaces, number of parking spaces, and total square footage of landscape areas. Upon zoning approval, the development plans shall be a binding zoning document that runs with the land.

If zoning is granted, prior to construction all projects shall: submit a site plan application to be reviewed by the Architectural Review Committee and Planning Commission as detailed in SCC 10.20.090, submit a building permit application, and complete a pre-construction meeting with the Building Department. [Ord. 20-31 § 1 (Exh. A); Ord. 20-11 § 1 (Exh. A); Ord. 19-17 § 1 (Exh. A).]

10.92.060 Off-street parking and loading.

No off-street parking stalls shall be allowed to be located between the front building facade and the public right-of-way or within any front yard. Enclosed garages are not required for residential units

within the mixed use zone. Parking for residential units shall be provided at a minimum ratio of two stalls per unit – one stall for the resident and one stall for visitors. Resident parking shall be located no further than 300 feet from the building in which the unit resides, measured as a pedestrian could travel between the closest edge of the parking stall to the closest entrance of the building. d parking agreements with adjacent commercial uses for visitor parking are encouraged. Otherwise, off-street parking and loading shall be provided as specified in Chapter 10.40 SCC. [Ord. 20-31 § 1 (Exh. A); Ord. 20-11 § 1 (Exh. A); Ord. 19-17 § 1 (Exh. A).]

10.92.070 Signs.

The signs permitted in this zone shall be those allowed in residential or commercial zones as applicable, as specified in Chapter 10.45 SCC. Home occupation businesses shall be limited to first floor window or first floor blade signs not to exceed four square feet. Businesses located in buildings with residential units on upper floors shall not install signage higher than the first floor. [Ord. 20-31 § 1 (Exh. A); Ord. 20-11 § 1 (Exh. A); Ord. 19-17 § 1 (Exh. A).]

ORDINANCE NO. 2021-32

AN ORDINANCE AMENDING THE SYRACUSE CITY ZONING CODE RELATED TO THE MIXED USE ZONE.

WHEREAS, the City Council has the authority, pursuant to state law, to establish zoning designations for the health, welfare, comfort and safety of is residents and those visiting the City; and

WHEREAS, an applicant has solicited the amendment of text in the City's chapter governing the MXD zone; and

WHEREAS, the Council has considered the proposed amendment; and

WHEREAS, the Planning Commission conducted a public hearing on the issue and recommended that the City Council deny the request for text change; and

WHEREAS, the Council finds that the text amendment is consistent with the spirit of the land use laws and will result in a more orderly development in mixed use zones; and

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

Section 1. **Amendment.** Chapter 10.92 of the Syracuse Municipal Code is amended as provided in Exhibit A.

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

Section 3. **Effective Date.** This Ordinance shall become effective immediately after publication or posting.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS ____th DAY OF NOVEMBER, 2021.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, MMC
City Recorder

Mayor Mike Gailey

Voting by the City Council:

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

Exhibit A

COUNCIL AGENDA
November 9, 2021

Agenda Item **#10** **Police Officer Wage Discussion**

Factual Summation

- Any question regarding this agenda item may be directed at Chief Atkin or City Manager Bovero

- The City has recently received questions, comments, and concerns from the public regarding police wages.

- During the past 6-8 months, officer compensation throughout the Wasatch Front has escalated sharply. There are a variety of reasons for this escalation that range from national, state, and local issues; the cumulative impact has been an exodus of seasoned professionals from the profession and a lack of young people entering the profession. This shortage of quality candidates has created a pitched increase in compensation packages as agencies struggle to retain their personnel and compete amongst each other in a decreasing pool of replacement candidates.

- Several legislative bodies in our area and throughout the State have taken action since July to increase wages for entry-level and veteran officers.

- While our comparison benchmark data is still being gathered and fully analyzed, there are a few known facts from the information we currently have available.

    1. The benchmark data indicates all sworn positions within SYPD are currently paid below the 60th percentile of comparison agencies.
    2. Averages of existing wage scales for Sergeants and below within SYPD are either the lowest or second-lowest in Davis County. (Note that Sunset is excluded because it is not a comparison agency).

- Chief Atkin is requesting the Council take emergency action to address this problem. Chief Atkin believes a staffing shortage will be difficult to recover from and will hinder the Department's ability to adequately serve and protect the community. Chief Atkin believes substantial action could help the Department better attract new officers and retain its current officers.

COUNCIL AGENDA

November 9, 2021

Agenda Item **#11** **Award Contract for 2022 Utility Project**

Factual Summation

This project consists of the following improvements:

- 2100 West from 2175 South to 1100 South, 1245 South, 1215 South, 1175 South, 1150 South, 1100 South:
  - Replace existing 6" culinary mains with new 8" C-900
  - Install new 8" secondary mains
  - Install storm drainage
  - Install new ADA ramps and fix failed curb and gutter
  - Repave roads with new asphalt
- SR-193 Improvements:
  - Install utility crossings across SR-193 at Thurgood Lane
  - Install culinary and secondary stubs out of 3000 West Street along SR-193
- Install sewer improvements for RV dump station.

Resource

Any supporting questions for staff about this agenda item can be directed to Robert Whiteley.

Schedule

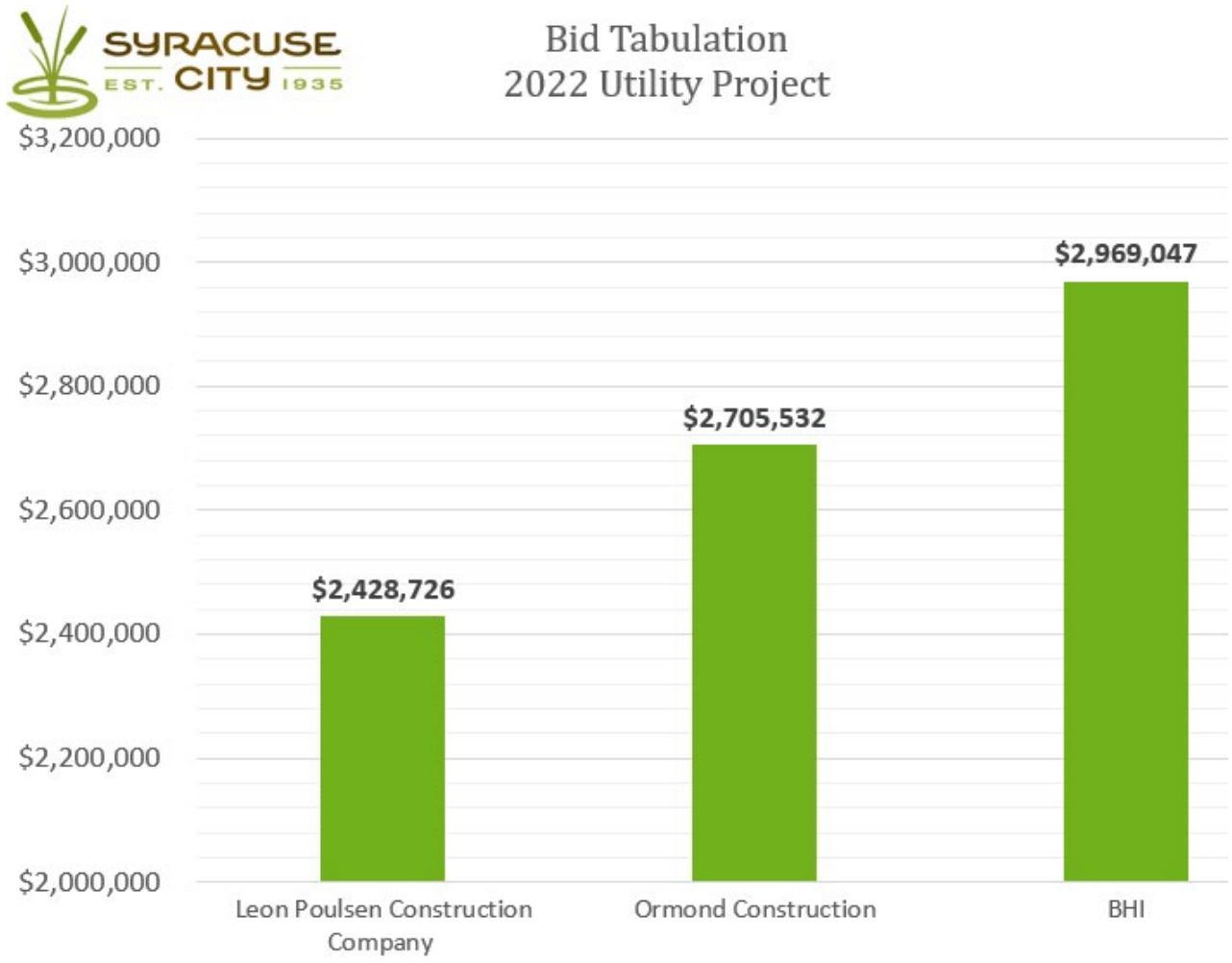
The construction will begin as soon as contract documents are in place and be completed by November of 2022.

Cost

Bids were opened on October 26, 2022. There were 26 plan holders, and three bids were received. The low bidder was Leon Poulsen Construction Company. with a total bid amount of $2,428,725.55. The funding for this project is proposed from the following sources:

	20-40-70 Class C	50-16-70 Culinary Capital	40-16-71 Storm Drain Capital	10-51-30 Sewer Capital	30-16-70 Secondary Capital	
Construction Bid Total	$493,442.65	$753,935.80	$338,679.90	$137,112.95	$705,554.25	$2,428,725.55
1100 S & 2100 W Budget	$500,000.00	$675,000.00	$425,000.00	$15,000.00	$625,000.00	$2,240,000.00
PW Shop Improvements Budget	$0.00	$5,000.00	$10,000.00	$55,000.00	$0.00	$70,000.00
Bulk Water Fill Station	$0.00	$10,000.00	$0.00	$0.00	$0.00	$10,000.00
Thurgood Lane/SR-193 Utility Crossings Budget	$0.00	$66,000.00	$0.00	$44,000.00	$55,000.00	$165,000.00
Difference	$3,407.35	$2,064.20	$104,920.10	*-$23,112.95	*-$25,554.25	$56,274.45

*A budget increase would be required to fund these.



Action Items

The following items outline the actions to be taken:

Determine whether to award the construction contract to Leon Poulsen Construction Company.

SYRACUSE CITY CORPORATION
2100 WEST ROAD IMPROVEMENT PROJECT

N

NTS

700 SOUTH STREET

1100 SOUTH STREET

1175 SOUTH STREET

1275 SOUTH STREET

2500 WEST STREET

2100 WEST STREET

2000 WEST STREET (UDOT)

ANTELOPE DRIVE

SYRACUSE EST. CITY 1935

WO 2022-01

PROFESSIONAL ENGINEER
No. 5252354-2202
BRIAN ALAN BLOEMEN
8/16/21
STATE OF UTAH

LAST UPDATED: JUNE 24, 2021

DRAWN BY: BB

2100 WEST ROAD IMPROVEMENT PROJECT
SCHEDULE A

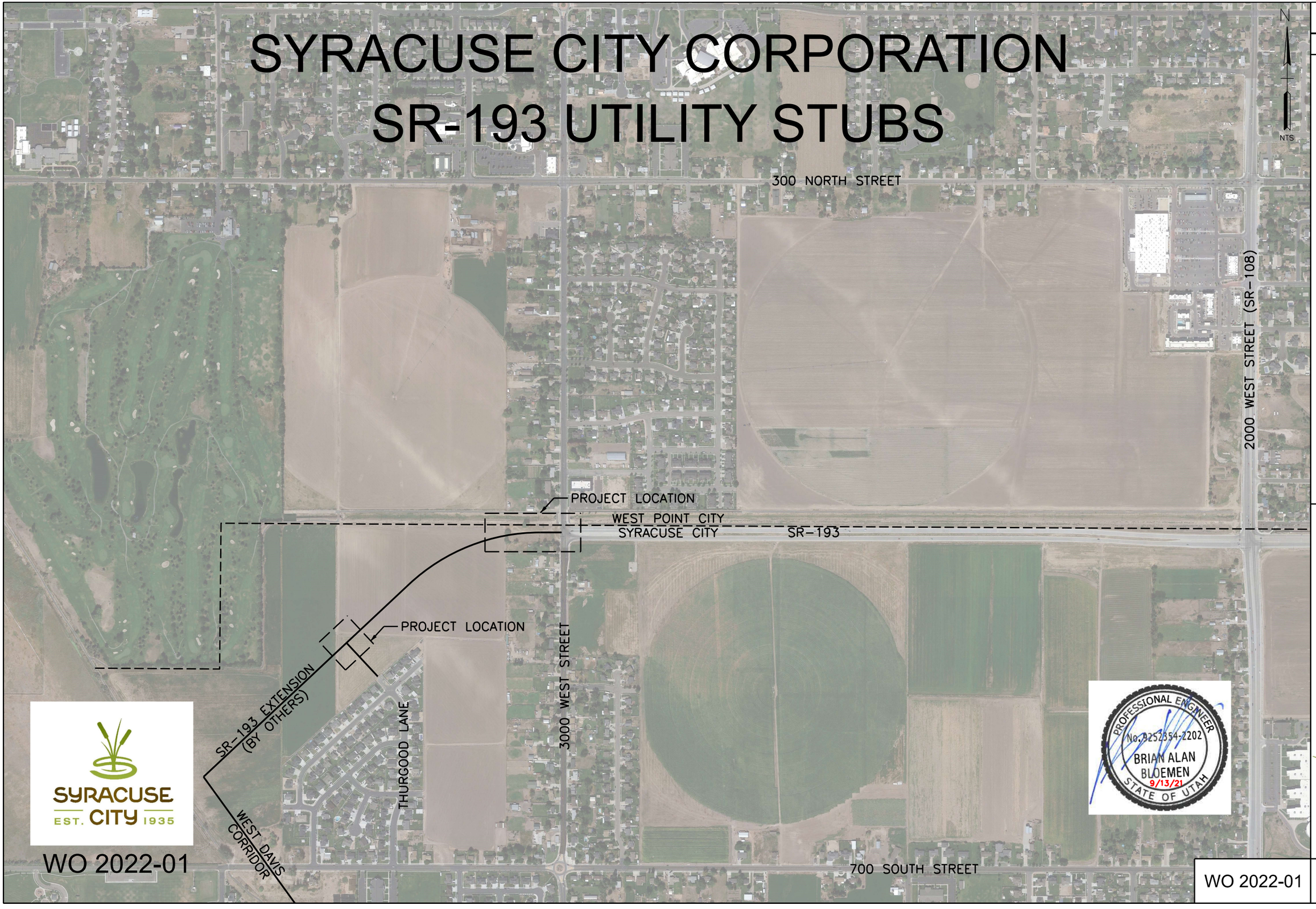
COVER

SYRACUSE EST. CITY 1935

WO 2022-01

SHEET: 1 OF 31

SYRACUSE CITY CORPORATION
SR-193 UTILITY STUBS



SYRACUSE EST. CITY 1935

WO 2022-01

PROFESSIONAL ENGINEER
No. 8252354-2202
BRIAN ALAN BLOEMEN
9/13/21
STATE OF UTAH

LAST UPDATED: JULY 25, 2021

DRAWN BY: BB

SR-193 UTILITY STUBS - SCHEDULE B

COVER

SYRACUSE EST. CITY 1935

WO 2022-01

SHEET: 1 OF 7

SYRACUSE CITY CORPORATION
RV SEWER DUMP STATION



N

NTS

SYRACUSE
EST. CITY 1935

WO 2022-01

PROFESSIONAL ENGINEER
No. 8252854-2202
BRIAN ALAN BLOEMEN
10/1/21
STATE OF UTAH

LAST UPDATED:
OCTOBER 1, 2021

DRAWN BY: BB

SYRACUSE CITY RV SEWER DUMP STATION
SCHEDULE C

COVER

SYRACUSE
EST. CITY 1935

WO 2022-01

SHEET:
1 OF 8

COUNCIL AGENDA
November 9, 2021

Agenda Item **#12** Resolution for grant application for installation of culinary meter radios

Factual Summation

- Culinary meters have been switching over to radio-read slowly over time as budget allows. This is listed in the five-year capital plan as culinary radio conversion with an amount of $150k/year.
- The current funding provides for the purchase of approximately 1000 radios. The city water crew provides all the labor to install, which saves the city money from paying a contractor. This is a 50% reimbursable expense from the grant which reduces the city's cost for in-kind labor.
- The city currently has 4899 radios installed by the end of the year. At the current rate of $150k/year, it is expected to take 4 ½ more years to complete the conversion.
- This grant will match the money Syracuse spends. If awarded, the funding begins July 1, 2022 and can continue for three years. This will cut the time and cost of the remaining radio conversions in half.
- This would commit Syracuse to spending $300,664.00 and an in-kind labor cost of $93,973.00. The BOR grant would provide $394,636.00
- Any questions regarding this agenda item may be directed to Robert Whiteley.

Action Item

1. Whether the council desires to proceed with the grant application to Bureau of Reclamation for the WaterSMART water and energy efficiency grant in the amount of $394,636.

RESOLUTION R21-50

A RESOLUTION OF THE SYRACUSE CITY COUNCIL MAKING APPLICATION FOR A WATERSMART GRANT TO ASSIST IN FUNDING THE UPGRADE OF CULINARY WATER METERS TO RADIO-READ.

WHEREAS, the City maintains a culinary water system to provide a service to its residents and customers; and

WHEREAS, the City sees the need to construct the culinary water meter technology upgrade to improve water and energy conservation and efficiency; and

WHEREAS, The City desires to obtain grant funding from the Bureau of Reclamation through the WaterSMART: Water and Energy Efficiency Grant.

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

Section 1. The Mayor of Syracuse City, Utah has the legal authority to enter into an agreement with Reclamation;

Section 2. The WaterSMART: Water and Energy Efficiency Grant application has been reviewed by the Syracuse City Council and supports the application submitted;

Section 3. Syracuse City is capable of providing the amount of funding and/or in-kind contributions specified in the funding plan; and

Section 4. If selected for a WaterSMART: Water and Energy Efficiency Grant, Syracuse City will work with Reclamation to meet established deadlines for entering into a grant or cooperative agreement.

Section 5. This resolution is effective upon its publication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 9th DAY OF NOVEMBER, 2021.

SYRACUSE CITY

ATTEST:

_____ By:_____

Cassie Z. Brown, MMC — City Recorder

Mike Gailey — Mayor

Voting by the City Council:

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

WaterSMART: Water and Energy Efficiency Grants - NOFO No. R22AS00023



FY 2022

Syracuse City

Culinary Water Meter Technology Upgrade

Applicant Contact:

Robert Whiteley, Public Works Director
1979 W. 1900 S., Syracuse, UT 84075
p: 801-825-7235
e: rwhiteley@syracuseut.com

Project Manager:

Nathan Smith, Project Manager/Engineer
466 N. 900 W., Kaysville, UT 84037
p: 801-547-0393
e: nsmith@jub.com

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Technical Proposal and Evaluation Criteria

Executive Summary

Applicant Info

Date: November 4, 2021

Applicant Name: Syracuse City

Project Name: Syracuse City Culinary Water Meter Technology Upgrade

City, County, State: Syracuse City, Davis County, Utah

Project Manager:

Name: Nathan Smith, P.E.
Phone: (801) 547-0393
E-mail: nsmith@jub.com

Applicant Category: Category A

Project Funding Request: Reclamation Request: $394,636.00 Total Project Cost: $789,273.00

Project Summary

A one-paragraph project summary that provides the location of the project, a brief description of the work that will be carried out, any partners involved, expected benefits, and how those benefits relate to the water management issues you plan to address.

Syracuse City Culinary Water Meter Technology Upgrade will convert 4,300 touch read meters to radio read meters, allowing the City to read the meters monthly instead of only six months out of the year. The touch-read meters are not read during the winter months due to snow covering the meters. This project will help the City detect if water is being used continuously, indicating a leak, and help avoid water losses and unnecessarily high bills for users. The project will result in a water savings of over 130 acre-feet/year and the ability to quickly react to a leak in the home/business or outside between the home/business and the meter. Syracuse City, Utah, has experienced extreme drought over the past ten years. Water losses within their system impact their ability to be more resilient and require them to purchase more water for culinary use from Weber Basin Water Conservancy District (WBWCD). The City started to converting approximately 1000 existing touch-read meters to radio read meters in 2018 after WBWCD completed its Drought Resiliency Plan (DRP). Mitigation actions in the DRP included metering water and reading meters more frequently. Syracuse City has over 9,171 culinary meters. They currently have 4,899 radio read meters. Since 2018, all new construction was required to install radio read meters. With the implementation of this project, the City will have converted 100 percent of its culinary system to radio read meters.

Length of Time and Estimated Completion Date

State the length of time and estimated completion date for the proposed project. ***Note: proposed projects should not have an estimated construction start date that is prior to July 2022.***

The contract with Reclamation is estimated to be executed by August/September 2022. It is expected that Reclamation will prepare a categorical exclusion for the environmental process by September/November 2022. Syracuse City will order the retrofit meters in September/October 2022. The City plans to start the project in March/April 2023 and complete the Project by

September 2024. Final reports and project closeout will be in November/ December 2024. The project will be accomplished within the three-year allowance.

Federal Facility

Whether or not the project is located on a Federal facility.

No, the project is not located on a Federal facility. However, Syracuse City receives a large percentage of its water from WBWCD to supplement its culinary and secondary water supply. WBWCD's facilities are all part of a Bureau of Reclamation Project.

Project Location

Provide detailed information on the proposed project location or project area including a map showing the specific geographic location. For example, {project name}is located in {state and county} approximately {distance} miles {direction, e.g., northeast} of {nearest town}. The project latitude is {##°##'N} and longitude is {###°##'W}.

Geographic Location

The proposed project is located in Syracuse City in Davis County, Utah. The project latitude is {41°5'11' N} and longitude is {123°3'29" W}. See Attachment A – Project Location Map and Attachment B – Detailed Project Map.

Technical Project Description

Provide a more comprehensive description of the technical aspects of your project, including the work to be accomplished and the approach to complete the work. This description should provide detailed information about the project including materials and equipment and the work to be conducted to complete the project.

Syracuse City is in Davis County along the shores of the Great Salt Lake. Syracuse is one of the fastest-growing communities in Davis County and your last stop on your way to Antelope Island, which is located in the middle of the Great Salt Lake. Land use in Syracuse is predominantly residential, with some agriculture, commercial, and industrial uses. The current population is approximately 32,000. The City has seen a 240 percent growth rate since 2000, when its population was 9,398. Growth, drought, and age of their culinary meters have significantly impacted the City's ability to move to better technology to provide a year-round meter reading. The City could only read the meters six months out of the year with the touch-read meters. They were not read during the winter months due to snow covering the meters. The City had only touch read meters until 2018 when they started converting their meters to radio read meters. They began by converting 1,000 meters a year and implementing an ordinance in 2018 requiring all new construction to install radio read meters.

The project includes purchasing and installing 4,300 Sensus Flexnet 2W radio read meter adaptors. City staff and water maintenance workers will install the radio read meters from October 2022 to October 2023. Having the City staff install the radio read adaptors reduces the need to hire outside services.

The benefits of this project include:

- Year-round monthly meter reading: Currently, touch read meters are only read from April through October. Users get a bill in May that may be substantially higher than

what they had anticipated based on their water use. Allowing the City to read meters monthly and all year long will help avoid unnecessarily high bills for users.

- Reduced water leaks: Water leaks can be detected faster and in real-time by showing if water is being used continuously, indicating a possible leak.
- Reduce water theft and unmetered consumption: Radio read meters allow for the ability to process data faster and in time for insights into what is happening. It will ensure consistent and accurate delivery of customer usage data and will let the City request data on demand. It will help detect theft and tampering of the meters and unmetered consumption.
- Water Savings: The project will result in a water savings of over 130 acre-feet.
- Energy Savings: The Project will result in energy savings of 133 gallons of gas per year, equivalent to 2,606 pounds of Carbon Dioxide.
- Reduce staff time to read meters and detect leaks: the data will allow the City to have real-time knowledge of a leak and react quickly. It will reduce staff time to read meters, as it will go from its initial 100 hours a year for touch meter reading to just 10 hours a year for radio read metering.

Syracuse City has experienced extreme drought over the past ten years. Water losses within their system impact their ability to be more resilient and require them to purchase more water for culinary use from WBWCD. The City started to convert 1000 radio read meters in 2018 after WBWCD completed its Drought Resiliency Plan (DRP). Mitigation actions in the DRP included metering water and reading meters more frequently. Syracuse City updated its Water Conservation Plan. A section in the Drought Resiliency plan indicating converting culinary water meters from touch read to radio read was one of their highest priorities. Syracuse City has 100 percent secondary water coverage for outdoor irrigation, the use of culinary water for sprinkling systems is prohibited by ordinance.The Conservation Plan listed many projects to help them become more drought resilient, and converting their touch culinary water meters to radio read meters was their number two priority.

Evaluation Criteria

Evaluation Criterion A – Quantifiable Water Savings (28 Points)

1. Describe the amount of estimated water savings: *For projects that conserve water, please state the estimated amount of water expected to be conserved (in acre-feet per year) as a direct result of this project.*

The estimated water conserved will be 130 acre-feet/year.

2. Describe current losses: *Please explain where the water that will be conserved is currently going and how it is being used. Consider the following:*

a. Explain where current losses are going (e.g., back to the stream, spilled at the end of the ditch, seeping into the ground)?

The current losses are most likely going into the sewer system to be wasted. Most of the leaks come from leaky toilets, dripping faucets and dishwashers, and leaking water heaters. Other leaks coming from the meter connection to the home have water seeping into lawns and streets, based on the meter and leak location.

b. If known, please explain how current losses are being used. For example, are current losses returning to the system for use by others? Are current losses entering an impaired groundwater table becoming unsuitable for future use?

As stated, the water losses are going into the sewer system to be wasted.

c. Are there any known benefits associated with where the current losses are going? For example, is seepage water providing additional habitat for fish or animal species?

The opposite is true because the majority of the water losses are discharging to the sewer system requiring the treatment system to work harder and longer to treat clean water.

3. Describe the support/documentation of estimated water savings. Please provide sufficient detail supporting how the estimate was determined, including all supporting calculations.

Syracuse City provided the water usage metered in the City each month from 2019-2021. The City reads the meters from April to October. Syracuse City bills each resident a base rate for each month from November to March. The City then reads each meter in April and rectifies any additional flows not billed for during the months that the meters were not read. Typically, during the winter months, water usage in municipal water systems decreases as residents use less water. Table 1 below shows that the amount billed in April of each year was substantially higher than the base rate billed each month when the meters were not read. We assume that this amount of water is solely contributed to water leaks occurring in homes that are going undetected and residents wasting water because they are not being informed of their actual water usage from month to month. Table 2 below summarizes the water loss calculations for each year.

The difference in water loss from 2019 to 2020 is 17.29 ac-ft (481.10 – 463.81=17.29 ac-ft). The difference in water loss from 2020 to 2021 is 80.3 ac-ft (463.81-383.50=80.3 ac-ft). We divided the decrease in the water loss from 2019 to 2020 and from 2020 to 2021 by the total number of water meters in the system for those years to understand how much water loss is occurring in the system due to the installed meters.

2019 to 2020: 17.3 ac-ft / 1,633 meters = 0.0106 ac-ft/per meter
2020 to 2021: 80.3 ac-ft / 3,266 meters = 0.0492 ac-ft/ per meter
Average water loss saving per meter = 0.03 ac-ft/per meter

We averaged the results to determine a method to estimate the amount of water loss that will occur after the remaining 4,333 meters are retrofitted and can be read each month.

(4,333 meters x 0.03 ac-ft/per meter = 130 ac-ft/year)

4. Please address the following questions according to the type of infrastructure improvement you are proposing for funding:

Municipal Metering

To receive credit for water savings for a municipal metering project, an applicant must provide a detailed description of the method used to estimate savings, including references to documented savings from similar previously implemented projects.

As stated above, Syracuse City provided Table 1 below, which outlines the water usage metered in the City each month from 2019-2021. As discussed previously, the City reads the meters from April to October. Syracuse City bills each resident a base rate for each month from November to March. The City then reads each meter in April and rectifies any additional flows that were not billed for during the months that were not read. Table 1 shows that the amount billed in April of each year was substantially higher than the base rate billed each month when the meters were not read. Given Syracuse City has a secondary system for outdoor irrigation, the expectation would be that culinary water usage should remain relatively consistent from month to month. The higher-than-average water usage in the winter months, shows waste is occurring in the system. As stated previously, we assume that this amount of water is solely contributed to water leaks occurring in homes that are going undetected and residents wasting water because they are not being informed of their actual water usage from month to month. Table 2 below summarizes the water loss calculations for each year.

The difference in water loss from 2019 to 2020 is 17.29 ac-ft (481.10 – 463.81 = 17.29 ac-ft). This decrease in water loss occurred because of the 1,633 meters that were installed in the system. The difference in water loss from 2020 to 2021 is 80.3 ac-ft (463.81 - 383.50 = 80.3 ac-ft). This decrease in water loss occurred because of the 3,266 meters that were installed in the system. We divided the decrease in the water loss from 2019 to 2020 and from 2020 to 2021 by the total number of water meters in the system for those years to understand how much water loss is occurring in the system due to the meters being installed.

2019 to 2020: 17.3 ac-ft / 1,633 meters = 0.0106 ac-ft/meter
2020 to 2021: 80.3 ac-ft / 3,266 meters = 0.0492 ac-ft/meter
Average water loss saving per meter = 0.03 ac-ft/meter

We averaged the results to determine a method to estimate the amount of water loss that will occur after the remaining 4,333 meters are retrofitted and can be read each month.

(4,333 meters x 0.03 ac-ft/meter = 130 ac-ft/year)

Table 1

2019	TOTAL WATER USED		2020	TOTAL WATER USED		2021	TOTAL WATER USED
JAN 2019	44,850,000		JAN 2020	38,750,000		JAN 2021	63,490,000
FEB 2019	46,789,000		FEB 2020	39,741,000		FEB 2021	50,441,000
MAR 2019	42,640,000		MAR 2020	38,546,000		MAR 2021	47,317,000
APR 2019	199,086,000		APR 2020	203,480,000		APR 2021	184,989,000
MAY 2019	37,964,000		MAY 2020	46,519,000		MAY 2021	50,984,000

JUNE 2019	42,953,000		JUNE 2020	57,014,000		JUNE 2021	54,463,000
JULY 2019	41,220,000		JULY 2020	53,132,000		JULY 2021	58,357,000
AUG 2019	48,064,000		AUG 2020	55,450,000		AUG 2021	53,328,000
SEPT 2019	45,908,000		SEPT 2020	52,548,000		SEPT 2021	56,414,000
OCT 2019	37,866,000		OCT 2020	49,480,000		OCT 2021	86,647,000
NOV 2019	37,165,000		NOV 2020	50,125,000			
DEC 2019	40,960,000		DEC 2020	47,894,000			
TOTAL	**665,465,000**		**TOTAL**	**732,679,000**		**TOTAL**	**706,430,000**

Table 2

Year	2019	2020	2021
Base Rate (gal)	42,329,167	52,357,167	60,032,167
April Usage (gal)	199,086,000	203,480,000	184,989,000
Water Loss (gal)	156,756,833	151,122,833	124,956,833
Water Loss (ac-ft)	481.10	463.81	383.50
# of Meters Installed	1,633	3,266	4,899
*Base Rate = Average usage May to October			

Evaluation Criterion B – Renewable Energy (20 Points)

For projects that include constructing or installing renewable energy components, please respond to Subcriterion No. B.1: Implementing Renewable Energy Projects Related to Water Management and Delivery. If the project does not implement a renewable energy project but will increase energy efficiency, please respond to Subcriterion No. B.2. Increasing Energy Efficiency in Water Management. If the project has separate components that will result in both implementing a renewable energy project and increasing energy efficiency, an applicant may respond to both.

There are no Renewable Energy elements to this project.

Subcriterion No. B.2: Increasing Energy Efficiency in Water Management

Describe any energy efficiencies that are expected to result from implementation of the water conservation or water efficiency project (e.g., reduced pumping).

- *Will the project result in reduced vehicle miles driven, in turn reducing greenhouse gas emissions? Please provide supporting details and calculations.*

  The City staff drives a Polaris ACE ATV to read the touch read meters. In 2018, the City drove an average of 3,900 miles a year and used 135 gallons of gas to read meters. As the City has added radio read meters, the gas consumption and miles have been reduced. The Polaris ACE ATV gets an average of 29 miles per gallon.

	Meter Reader Polaris ACE	
	Gas Usage (Gallons)	Miles Driven (29MPG)
2018	135	3901
2019	104	3013
2020	77	2224
*2021	58	1682

*Usage through August 2021 is 48.5 gallons, 58 projected through end of year

If the City were to convert all of their touch read meters to radio read meters, it would only require an average of 5 miles a month to read the meters, or 60 miles a year. This would equate to an average savings of 3,857 miles a year, and over 20 years of the meter's life, it would be 77,140 miles saved.

Average gallons of gas saved: 133 gallons per year with 29 miles per gallon will save 3,857 miles per year after completing the project.

(133 gallons of gas per year x 29 miles per gallon = 3,857 miles per year)

With the completion of the project, the miles required to read meters will be on average of 60 miles per year.

(5 miles driven per month x 12 months = 60 miles per year)

The total miles saved with the completion of the project per year is 3,797 miles per year.

(3,857 miles per year – 60 miles to read radio read meters = 3,797 miles per year saved)

This is equivalent to 2,606 pounds of Carbon Dioxide, or 1,306 pounds of coal being burned. This may not seem like much, but it can add up over the life of the meter (20 years).

Miles saved over the 20-year life of the meter is 75,940 reduced miles driven.

(3,797 x 20 years (life of the meter) = 75,940 reduced miles driven)

This is equivalent to 2,619 gallons of gas saved, which equates to 51,313 pounds of Carbon Dioxide, or 26,726 pounds of coal being burned. Information obtained from the [EPA Greenhouse Gas Equivalencies Calculator]



Evaluation Criterion C – Sustainability Benefits (20 Points)

Enhancing drought resiliency: *This NOFO places a priority on projects that enhance drought resiliency, through this section and other sections above, consistent with the SECURE Water Act. Please provide information regarding how the project will enhance drought resilience by benefitting the water supply and ecosystem, including the following:*

- *Does the project seek to improve ecological resiliency to climate change?*

  N/A
- *Will water remain in the system for longer periods of time? If so, provide details on current/future durations and any expected resulting benefits (e.g., maintaining water temperatures or water levels).*

  N/A
- *Will the project benefit species (e.g., federally threatened or endangered, a federally recognized candidate species, a State listed species, or a species of particular recreational, or economic importance)? Please describe the relationship of the species to the water supply, and whether the species is adversely affected by a Reclamation project or is subject to a recovery plan or conservation plan under the Endangered Species Act (ESA).*

  N/A
- *Please describe any other ecosystem benefits as a direct result of the project.*

  N/A
- *Will the project directly result in more efficient management of the water supply? For example, will the project provide greater flexibility to water managers, resulting in a more efficient use of water supplies?*

  Yes. Given the social, economic, and environmental impact of water scarcity, year-round water metering makes the City's system more efficient, allowing for a quicker reaction to leaks and losses. By converting the touch read meters that are only read six months out of the year to radio read meters read year-round, the City will be able to react to a leak or loss in real-time. The new radio read meters will check the use of water against the user's water use patterns. It will help the water manager to better understand water use and conservation needs. As the City purchases much of its water from WBWCD, it will allow the City to buy less water and help free up the need to purchase more water for future Syracuse residents as growth continues. The meters will have a real-time capability instead of waiting six months to see a problem, and it will help users to know that they have an issue now instead of six months later.

  Reading meters year-round can incentivize users to conserve water and detect water waste through leakages, dripping taps, or other reasons. The radio water meters require minimal power from batteries, battery preservation is efficient, water billing is dynamic, and in short, conservation or consumption inefficiencies are better identified. The radios come with a full replacement warranty for 10 years, and a prorated warranty replacement from year 11 to 20.

Addressing a specific water and/or energy sustainability concern(s): *Will the project address a specific sustainability concern? Please address the following:*

- *Explain and provide detail of the specific issue(s) in the area that is impacting water sustainability, such as shortages due to drought and/or climate change, increased demand, or reduced deliveries.*

  Roughly eighty percent of Syracuse City's current culinary water supply is purchased from Weber Basin Water Conservancy District, which is facing major water supply issues due to the extended drought and limited resources. All six of the reservoirs within the Weber Basin Project – Echo, Rockport, Pineview, Causey, Lost Creek, and East Canyon – are at or below 30 percent as of September 2021. These water supply shortages throughout the State have increased Syracuse City's determination to improve its conservation methods to reduce its drought vulnerabilities.

  The State of Utah has experienced periods of water shortages since the pioneers first settled in Utah. Early droughts and development led to the creation of the Weber River Project. The Echo Reservoir largely staved off the fall of the local agricultural economy in Weber and Davis Counties in the long drought of the 1930s. Precipitation fluctuates wildly in Utah, as evidenced by the 1950s drought that saw the same Echo Reservoir run dry, similar to this year as Echo was reduced down to less than 20 percent of storage at one time. As the water demand increases and the summers get hotter, even temporary shortages in supply can be disruptive to the normal process in urban and rural environments. Two or more consecutive years of a significant reduction in precipitation – particularly snowfall in the mountains – will have severe and far-reaching impacts.

- *Explain and provide detail of the specific issue(s) in the area that is impacting energy sustainability, such as reliance on fossil fuels, pollution, or interruptions in service.*

  N/A

- *Please describe how the project will directly address the concern(s) stated above. For example, if experiencing shortages due to drought or climate change, how will the project directly address and confront the shortages?*

  This project will allow Syracuse City to, at minimum, conserve over 130 acre-feet of water annually. The water conserved can help WBWCD have available water to either stay in the river or reservoir for longer or provide water for those who are short in their culinary systems. Growth has played a major factor in the amount of water used along the Wasatch Front. With Utah being one of the fastest-growing states and Davis County one of the fastest growing counties in the State, the thirst for water continues to increase, but conserving water in any way possible will help provide for sustainability and resiliency during drought.

- *Please address where any conserved water as a result of the project will go and how it will be used, including whether the conserved water will be used to offset groundwater pumping, used to reduce diversions, used to address shortages that impact diversions or reduce deliveries, made available for transfer, left in the river system, or used to meet another intended use.*

  The water conserved can help WBWCD have available water to either stay in the river or reservoir for longer or provide water for others who are short in their culinary systems.

- *Provide a description of the mechanism that will be used, if necessary, to put the conserved water to the intended use.*

  It will stay within WBWCD's system.

- *Indicate the quantity of conserved water that will be used for the intended purpose(s).*

  130 acre-feet.

Other Project benefits: *Please provide a detailed explanation of the project benefits and their significance. These benefits may include, but are not limited to, the following:*

(1) Combating the Climate Crisis

E.O. 14008: Tackling the Climate Crisis at Home and Abroad, focuses on increasing resilience to climate change and supporting climate-resilient development. For additional information on the impacts of climate change throughout the western United States, see: https://www.usbr.gov/climate/secure/docs/2021secure/2021SECUREReport.pdf. Please describe how the project will address climate change, including the following:

a. *Please provide specific details and examples on how the project will address the impacts of climate change and help combat the climate crisis.*

   N/A

b. *Does this proposed project strengthen water supply sustainability to increase resilience to climate change?*

   Yes, by reducing water use within the City's culinary system, Syracuse is making water available for WBWCD to use and not just be lost in the ground or within the sewer treatment facility.

c. *Will the proposed project establish and utilize a renewable energy source?*

   N/A

d. *Will the project result in lower greenhouse gas emissions?*

   By no longer having to drive 3,797 miles a year to read meters, the City will lower greenhouse gas by 2,606 pounds of Carbon Dioxide every year.

(2) Disadvantaged or Underserved Communities

E.O. 14008 and E.O. 13985 support environmental and economic justice by investing in underserved and disadvantaged communities and addressing the climate-related impacts to these communities, including impacts to public health, safety, and economic opportunities. Please describe how the project supports these Executive Orders, including:

a. *Does the proposed project directly serve and/or benefit a disadvantaged or historically underserved community? Benefits can include, but are not limited to, public health and safety through water quality improvements, new water supplies, new renewable energy sources, or economic growth opportunities.*

   Over the past two years, Syracuse City has seen culinary and secondary water use grow due to development and drought. In 2020, COVID-19 and the stay-at-home mandates put significant strain on the culinary water supply. The City saw an unexpected increase in culinary water use. Then, with a water shortage in the secondary system and the delayed water season, the impacts on the culinary system continued to grow. This project will allow Syracuse to help reduce demands placed on the culinary water system from leaks and losses, helping to provide more water security and water sustainability within their culinary system.

b. *If the proposed project is providing benefits to a disadvantaged community, provide sufficient information to demonstrate that the community meets the disadvantaged community definition in Section 1015 of the Cooperative Watershed Act, which is defined as a community with an annual median household income that is less than 100 percent of the statewide annual median household income for the State, or the applicable state criteria for determining disadvantaged status.*

   Twenty-five percent of City residents earn between $37,980.00 and $60,798.00, which is 50 to 80 percent of the County Area Median Income. About nine percent of the City's population (or about 2,700 people) live in households earning less than $37,980.00 per year. Syracuse City is primarily a bedroom community, so during the pandemic, residents stayed home, which placed an added burden/demand on the culinary water system and sources. During 2020 and 2021, economic uncertainty occurred when people lost their jobs, and had to work from home and home school. Then, add to all of that an earthquake, a mega-drought, the hottest summer on record, torrential rain and flash flooding, and impacts of smoke from California's forest fires. The addition of these impacts has deepened the financial stress, heightened health issues, reduced employment opportunities, and generated public safety problems in Syracuse.

c. *If the proposed project is providing benefits to an underserved community, provide sufficient information to demonstrate that the community meets the underserved definition in E.O. 13985, which includes populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life.*

   N/A

(3) Tribal Benefits

The Department of the Interior is committed to strengthening tribal sovereignty and the fulfillment of Federal Tribal trust responsibilities. The President's memorandum "Tribal Consultation and Strengthening Nation-to-Nation Relationships" asserts the importance of honoring the Federal government's commitments to Tribal Nations. Please address the following, if applicable:

There are no Tribal Benefits within this project.

(4) Other Benefits

Will the project address water and/or energy sustainability in other ways not described above? For example:

a. *Will the project assist States and water users in complying with interstate compacts?*

   N/A

b. *Will the project benefit multiple sectors and/or users (e.g., agriculture, municipal and industrial, environmental, recreation, or others)?*

   N/A

c. *Will the project benefit a larger initiative to address sustainability?*

   N/A

d. *Will the project help to prevent a water-related crisis or conflict? Is there frequently tension or litigation over water in the basin?*

   With the City not reading the water meters from November to April, many residents are caught off guard by their water bill in April. If they had a water leak in the house or outside between the house and meter, they would not know this until April, when they get their water bill. Without monthly meter reading, it is hard for users to know they have a leak or are overusing water. It is near impossible to determine where the water waste is coming from if you do not read a meter for six months. Residents are constantly upset and come to the City mad about their bill. Many users have had bills that were twice as much than usual, and even some that are higher.

Evaluation Criterion D – Complementing On-Farm Irrigation Improvements (10 Points)

If the proposed project will complement an on-farm improvement eligible for NRCS assistance, please address the following:

There are no on-farm benefits for this project.

Evaluation Criterion E – Planning and Implementation (8 Points)

Subcriterion E.1 – Project Planning

Does the applicant have a Water Conservation Plan and/or System Optimization Review (SOR) in place? Does the project address and adaptation strategy identified in a completed WaterSMART Basin Study? *Please self-certify or provide copies of these plans where appropriate to verify that such a plan is in place. Including a specific excerpt or a link to the planning document may also be considered where appropriate.*

1) *Identify any district-wide, or system-wide, planning that provides support for the proposed project. This could include a Water Conservation Plan, SOR, Drought Contingency Plan or other planning efforts done to determine the priority of this project in relation to other potential projects.*

   The City participated in the WBWCD Drought Resiliency Planning process back in 2018. Many of the City's risks, vulnerabilities, and actions come from that plan and are addressed in their 2021 Water Conservation Plan. The City has continued to work with WBWCD to implement its plan and address the mega-drought situation this year. Their 2021 Water Conservation Plan includes many mitigation measures, such as implementing education, drought rate structures, and conservation during drought. The City has implemented these mitigation measures this year as they addressed the needs of the City and the drought impacts. See Attachment D – Planning Information Pages

2) *Describe how the project conforms to and meets the goals of any applicable planning efforts and identify any aspect of the project that implements a feature of an existing water plan(s).*

   The City's 2021 Water Conservation Plan includes many mitigation measures, such as implementing education, drought rate structures, and conservation during drought. The City has implemented these mitigation measures this year as they addressed the needs of the City and the drought impacts. This project is helping to implement important drought resiliency projects that have been listed.

3) *If applicable, provide a detailed description of how a project is addressing an adaptation strategy specifically identified in a completed WaterSMART Basin Study or Water Management Options Pilot (e.g., a strategy to mitigate the impacts of water shortages resulting from climate change, drought, increased demands, or other causes)*

   N/A

Subcriterion E.2 – Readiness to Proceed

Applications that include a detailed project implementation plan (e.g., estimated project schedule that shows the stages and duration of the proposed work, including major tasks, milestones, and dates) will receive the most points under this criterion.

- *Identify and provide a summary description of the major tasks necessary to complete the project. Note: please do not repeat the more detailed technical project description provided in Section D.2.2.4.; this section should focus on a summary of the major tasks to be accomplished as part of the project.*

  Major Task:

- Prepare Categorical Exclusion
- Order and Purchase Meters
- Install the Sensus Flexnet 2W radio read converter and bring the meters online to the radio read system
- Prepare semi-annual reports
- Close out the project and repair the final report

- *Describe any permits that will be required, along with the process for obtaining such permits.*

  No permits will be required.

- *Identify and describe any engineering or design work performed specifically in support of the proposed project.*

  No design work will be needed.

- *Describe any new policies or administrative actions required to implement the project.*

  In 2018, the City implemented an ordinance requiring all new development to install radio read meters. This has allowed the City to move forward with installing radio read meters to existing housing.

- *Please also include an estimated project schedule that shows the stages and duration of the proposed work, including major tasks, milestones, and dates. Milestones may include, but are not limited to, the following: complete environmental and cultural compliance; mobilization; begin construction/installation; construction/installation (50% complete); and construction/installation (100% complete)*

  Contract and Categorical Exclusion from Reclamation: August 2022 to October 2022
  Conversion of meters: October 2022 to October 2023
  Final Reports and Project Closeout: November 2023/January 2024

Evaluation Criterion F – Collaboration (6 Points)

Please describe how the project promotes and encourages collaboration. Consider the following:

- *Is there widespread support for the project? Please provide specific details regarding any support and/or partners involved in the project. What is the extent of their involvement in the process?*

  WBWCD and residents of the community are in support. WBWCD because of our conservation efforts, and the residents to help avoid high bills in April and better track leaks and losses in their homes and properties.

- *What is the significance of the collaboration/support?*

  WBWCD provides eighty percent of the culinary water for Syracuse City and so their collaboration and insight on the project can affect their ability to deliver enough water during drought years to all their users; so by conserving 130 acre-feet of water each year, it will allow them to extend their existing supply.

- *Will this project increase the possibility/likelihood of future water conservation improvements by other water users?*

  Yes, many other communities are implementing these types of meters on their culinary systems.
- *Please attach any relevant supporting documents (e.g., letters of support or memorandum of understanding).*

  See Attachment C – Letters of Support.

Evaluation Criterion G – Additional Non-Federal Funding (4 Points)

State the percentage of non-Federal funding provided using the following calculation

$$\frac{\$394{,}637\ NonFederal\ Funding}{\$789{,}273\ Total\ Project\ Cost} = 50\%$$

Evaluation Criterion H – Nexus to Reclamation (4 Points)

Describe the nexus between the proposed project and a Reclamation project or Reclamation activity. Please consider the following:

- *Does the applicant have a water service, repayment, or O&M contract with Reclamation?*

  N/A
- *If the applicant is not a Reclamation contractor, does the applicant receive Reclamation water through a Reclamation contractor or by any other contractual means?*

  Syracuse City receives approximately eighty percent of its culinary water from the Weber Basin Water Conservancy District (WBWCD), which was created in 1950 under the Utah Water Conservancy Act's guidelines and is responsible for the operation and maintenance of the Weber Basin Project.
- *Will the proposed work benefit a Reclamation project area or activity?*

  The proposed project will benefit Reclamation's Weber Basin Project by reducing Syracuse City's dependence on WBWCD during drought years. Syracuse's water savings will allow WBWCD to use the water saved for other users or leave it in the reservoir for later use.
- *Is the applicant a Tribe?*

  The applicant is not a Tribe.

Performance Measures

Provide a brief summary describing the performance measure that will be used to quantify actual benefits upon completion of the project (e.g., water saved or better managed, energy generated or saved).

Syracuse City will continue to track and document the water use as they convert the meters to radio read, and read the meters year-round. This will allow them to document the reduction in losses from leaks and other waste. They will have a real-time reading that will enable them to contact a user to let them know they may have an issue on their property.

Project Budget

Funding Plan and Letters of Commitment

Describe how the non-Federal share of project costs will be obtained.

Syracuse City will use funds from its reserve account and provide the labor to convert the meters as an in-kind service to the project.

Identify the sources of the non-Federal cost-share contribution for the project, including:

- *Any monetary contributions by the applicant towards the cost-share requirement and source of funds (e.g., reserve account, tax revenue, and/or assessments).*

  The City will contribute $300,664.00 in cash from their water reserve account.
- *Any costs that will be contributed by the applicant.*

  The City will provide $93,973.00 for the labor and equipment to install the converters and bring them online to their existing radio read system.
- *Any third-party in-kind costs (i.e., goods and services provided by a third party).*

  N/A
- *Any cash requested or received from other non-Federal entities.*

  N/A
- *Any pending funding requests (i.e., grants or loans) that have not yet been approved and explain how the project will be affected if such funding is denied.*

  N/A

In addition, identify whether the budget proposal includes any project costs that have been or may be incurred prior to award. For each cost, describe:

- *The project expenditure and amount.*

  N/A
- *The date of cost incurrence.*

  N/A
- *How the expenditure benefits the project.*

  N/A

Budget Proposal

Table 1 – Total Project Cost Table

Source	Amount
Costs to be reimbursed with the requested Federal funding	$394,636.00
Costs to be paid by the applicant	$394,637.00
Value of third party contributions	$0
Total Project Cost	**$789,273.00**

Table 2 – Budget Proposal

Budget Item Description	Computation		Quantity Type	Total Cost
	$/Unit	Quantity		
Salaries and Wages				**$57,417.00**
Water Maintenance Worker I:	$15.45/hr	1075	HR	$16,609.00
Water Maintenance Worker II:	$18.18/hr	1075	HR	$19,543.00
Water Crew Leader:	$24.60/hr	100	HR	$2,460.00
Water Superintendent:	$34.79/hr	40	HR	$1,392.00
Utility Billing Supervisor:	$24.32/hr	716	HR	$17,413.00
Fringe Benefits				**$36,164.00**
Water Maintenance Worker I:	$9.73/hr	1075	HR	$10,459.00
Water Maintenance Worker II:	$11.45/hr	1075	HR	$12,309.00
Water Crew Leader:	$15.50/hr	100	HR	$1,550.00
Water Superintendent:	$21.92/hr	40	HR	$877.00
Utility Billing Supervisor:	$15.32/hr	716	HR	$10,969.00
Travel				**$0.00**
Equipment				**$392.00**
Truck Miles	$.56/per mile	700	Miles	$392.00
Supplies and Materials				**$692,300.00**
Sensus Flexnet 2W Radion Read Converter	$161	4,300	EA	$692,300.00
Contractual /Construction				**$0.00**
Third-Party Contributions				**$0.00**
Other				**$3,000.00**
Environmental Review	$ 3,000	1	EA	$3,000.00
Total Direct Costs				**$789,273.00**
Indirect Costs				**$0.00**
Type of rate	Percentage	$base		$0
Total Estimated Project Costs				**$789,273.00**

Budget Narrative

Salaries and Wages

The City will use its own staff to install the meter converters and bring them online. The following is the staff and the percentage of time they will spend on the project.

Worker	Hourly Rate	Hours	% of time
Water Maintenance Worker I:	$15.45/hr	1075	52%
Water Maintenance Worker II:	$18.18/hr	1075	52%
Water Crew Leader:	$24.60/hr	100	5%
Water Superintendent:	$34.79/hr	40	1%
Utility Billing Supervisor:	$24.32/hr	716	34%

Fringe Benefits

The City will use its own staff to install the meter converters and bring them online. The following is the staff and the percentage of time they will spend on the project.

Worker	Fringe Rate	Hours	% of time
Water Maintenance Worker I:	$9.73/hr	1075	52%
Water Maintenance Worker II:	$11.45/hr	1075	52%
Water Crew Leader:	$15.50/hr	100	5%
Water Superintendent:	$21.92/hr	40	1%
Utility Billing Supervisor:	$15.32/hr	716	34%

Travel

N/A

Equipment

The staff will need two trucks that will have 350 miles driven as they install the converters. The total is 700 miles at $.56 per mile based on the Federal mileage allowance.
Truck Miles: ($.56/per mile x 700 Miles = $392.00)

Materials and Supplies

The City has bid the meters out, and the estimated cost is $161.00 per meter conversion unit.

Contractual

N/A

Third-Party In-Kind Contributions

N/A

Environmental and Regulatory Compliance Costs

The project will require a Categorical Exclusion. Reclamation has always performed this process for these types of projects. $3,000 was put in to cover this cost.

Other Expenses

Environmental included in this section.

Indirect Costs

N/A

Total Costs

Syracuse Portion: $394,637 Fed Portion: $394,636 Total: $789,273

Environmental and Cultural Resources Compliance

Will the proposed project impact the surrounding environment (e.g., soil [dust], air, water [quality and quantity], animal habitat)? Briefly describe all earth-disturbing work and any work that will affect the air, water, or animal habitat in the project area. Explain the impacts of such work on the surrounding environment and any steps that could be taken to minimize the impacts.

There will be no ground disturbance. This project is anticipated only to require a Categorical Exclusion.

Are you aware of any species listed or proposed to be listed as a Federal threatened or endangered species, or designated critical habitat in the project area? If so, would they be affected by any activities associated with the proposed project?

N/A

Are there wetlands or other surface waters inside the project boundaries that potentially fall under CWA jurisdiction as "Waters of the United States?" If so, please describe and estimate any impacts the proposed project may have.

N/A

When was the water delivery system constructed?

N/A

Will the proposed Project result in any modification of or effects to, individual features of an irrigation system (e.g., headgates, canals, or flumes)? If so, State when those features were constructed and describe the nature and timing of any extensive alterations or modifications to those features completed previously.

N/A

Are any buildings, structures, or features in the irrigation district listed or eligible for listing on the National Register of Historic Places? A cultural resources specialist at your local Reclamation office or the State Historic Preservation Office can assist in answering this question.

N/A

Are there any known archeological sites in the proposed project area?

N/A

Will the proposed project have a disproportionately high and adverse effect on low income or minority populations?

N/A

Will the proposed project limit access to and ceremonial use of Indian sacred sites or result in other impacts on tribal lands?

N/A

Will the proposed project contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area?

N/A

Required Permits or Approvals

Applicants must state in the application whether any permits or approvals are required and explain the plan for obtaining such permits or approvals.

None required.

Letters of Project Support and Letters of Partnership

Include letters from interested stakeholders supporting the proposed project.

Letters of support from the following can be found in Attachment C— Letters of Support:

- Weber Basin Water Conservancy District (WBWCD)

Official Resolution

Include an official resolution adopted by the applicant's board of directors or governing body, or, for State government entities, an official authorized to commit the applicant to the financial and legal obligations associated with receipt of a financial assistance award under this NOFO. The official resolution may be submitted to bor-sha-fafoa@usbr.gov up to 30 days after the application deadline.

The Official Resolution for Syracuse City's proposed project will be submitted within 30 days of the application deadline.

COUNCIL AGENDA
November 9, 2021

Agenda Item **#13** District 3 Secondary Water Contract

Factual Summation

- City Code 8.10.090(H) provides an option for a developer to provide a fee in lieu of dedicating water shares for secondary water. The fee is equal to 12 years of assessments for the water acquired by the city from Weber Basin Water. This amount is approximately equal to the current market rate of each water share.
- The city has received payment for District 3 water prices to serve Stillwater 9-11, Shoreline 1, Legend Point 2, and Distant Serenade. This is for 156.2-acre feet of secondary water.
- A contract with Weber Basin is required before a purchase of that water can be made. Contracts must be approved in the December Board meeting before it can be used for the following irrigation season.
- Any questions regarding this agenda item may be directed at Robert Whiteley.

Action Items

Whether to approve a contract with Weber Basin for additional secondary water in the amount of 156.2 acre feet.

RESOLUTION R21-52

A RESOLUTION OF THE SYRACUSE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH WEBER BASIN WATER CONSERVANCY DISTRICT FOR THE SALE OF THE USE OF UNTREATED WATER.

WHEREAS, the City desires to purchase access to District 3 water provided by Weber Basin Water Conservancy District; and

WHEREAS, Weber Basin Water Conservancy District operates as a wholesale supplier of untreated water and agrees to provide the District 3 water to the City; and

WHEREAS, the City Council has reviewed the attached Contract Between Weber Basin Water Conservancy District and Syracuse City for the Sale of the Use of Untreated Water; and

WHEREAS, the Council finds that the execution of this interlocal agreement will be in the best interests of the City and help provide utilities to its residents,

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

Section 1. Approval. The Mayor is hereby authorized to execute the Contract Between Weber Basin Water Conservancy District and Syracuse City for the Sale of the Use of Untreated Water, which is attached as "Exhibit A" and incorporated by this reference.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS ___th DAY OF NOVEMBER, 2021.

SYRACUSE CITY

ATTEST:

_____ By:_____

Cassie Z. Brown, MMC
City Recorder

Mike Gailey
Mayor

Voting by the City Council:

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

EXHIBIT A

Account No. 92043 Untreated Municipal Contract/D3

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

THIS CONTRACT, made this 2 day of December , 2021, between the Weber Basin Water Conservancy District, organized under the laws of the State of Utah, with its principal place of business at Davis County, Utah (herein "District"), and Syracuse City, a municipal corporation organized under the laws of the State of Utah with its principal place of business in Davis County, Utah (herein "Purchaser") (herein "Contract"). The District and the Purchaser are herein sometimes referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH

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

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

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

1. SALE OF WATER. The District will sell to the Purchaser and the Purchaser agrees to purchase from the District the perpetual right to use in each calendar year as hereinafter specified, untreated water for municipal purposes the amount of 156.2 acre-feet.

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

(a) To pay for the right to use the allotted water an amount annually, which amount initially shall be $485.60 per acre-foot of water. A portion of the above payment amount is to be applied to the extent required on the District's obligations under bonds or other government-District contracts or capital expenditures, and is to be fixed from time to time by the District's Board of Trustees. The remainder of the above payment amount is to apply to the District's general operation, maintenance, and repair and replacement expenses, and other special expenses and costs incurred in operating, maintaining, repairing and replacing the separate facilities of the

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

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

(c) The first payment of the amount so fixed shall be paid by the Purchaser to the District on or before January 1, 2022, and shall be in payment for water available for use by Purchaser in the 2022 calendar year. Succeeding payment shall be made annually by the Purchaser to the District on or before January 1 of each year thereafter. The Purchaser shall be bound by the rules and regulations of the District's Board of Trustees. Nothing contained herein shall be construed to exempt the Petitioner from paying the charges assessed by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acre-feet	Contract Date	District Approved	Former Entity
1000	17 March 1983	17 March 1983	
45.5	22 May 2007	12 June 2007	
62.5	4 June 2007	4 June 2007	
14	25 September 2007	25 September 2007	
4.5	12 May 2008	31 October 2008	
33.1	3 December 2020	3 December 2020	
1,159.60	**Total**		

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

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

SYRACUSE CITY

By: _____

Its: _____

ATTEST:

_____

By:_____

Its:_____

(SEAL)

WEBER BASIN WATER CONSERVANCY DISTRICT

_____

Dee Alan Waldron, President

ATTEST:

_____

Tage I. Flint, Secretary

(SEAL)

COUNCIL AGENDA
November 9, 2021

Agenda Item **#14** Acceptance of UDOT Letter Regarding Plans for Swap of Secondary and Stormwater Ponds

Background

- Syracuse owns a secondary water storage pond (Bluff Pond), South of Antelope Drive and accessed east of Bluff Road. UDOT has need for storm water detention facilities in this same vicinity and would build a detention pond on UDOT property as part of the WDC/Antelope Drive project.

- The City is need of expanded secondary water storage and has identified a location near the 2700 S/2000 W roundabout, which is owned by UDOT, to be ideal for the storage pond.

- UDOT is agreeable to working with the City to excavate a portion of the new secondary water storage pond, to use the soil for the WDC project, and offer the City the option of purchasing the land to construct the new secondary water pond. In return, the City will abandon the Bluff Pond as a secondary water facility and allow UDOT to convert and use it as a stormwater facility.

- UDOT estimates that it will save approximately five-hundred thousand dollars ($500,000.00) by utilizing the Bluff Pond for its storm water detention. UDOT considers any cost savings realized from not excavating its own detention basin to be offset by the work to excavate the Future Pond for the City.

- It is estimated that the land on which it is proposed to locate the Future Pond is valued at approximately one-hundred fifty thousand dollars ($150,000.00) per acre, with seven acres being requested by Syracuse. Syracuse will be offered a first right of refusal prior to the land being bid to potential purchasers. Final valuation of the Future Pond Land shall be established at the time that the purchase agreement is executed.

- UDOT is willing to discount the City's acquisition price for the Future Pond land, after it is designated as surplus by UDOT, by the final cost savings determined by the savings of not constructing its own stormwater facility. As such, the City's

acquisition price shall be reduced by the valuation of the cost savings, as determined at the time of the purchase agreement.

The Resolution

This resolution formally accepts the letter from UDOT, which declares their intentions to execute the transaction at a future date, thereby allow the City to move forward with its plans to construct the new secondary water pond.

Action Item

Vote on whether to adopt the Resolution, formally accepting the commitment letter from UDOT.

RESOLUTION R21-51

A RESOLUTION OF THE SYRACUSE CITY COUNCIL AUTHORIZING THE MAYOR TO COMMUNICATE THE CITY'S ACCEPTANCE OF THE TERMS AND CONDITIONS RELATED TO THE RELOCATION OF THE SECONDARY POND AND RELATED LAND TRANSACTIONS.

WHEREAS, the City operates a secondary water pond South of Antelope Drive and East of Bluff Road; and

WHEREAS, the City has need to expand its secondary water storage; and

WHEREAS, the Utah Department of Transportation ("UDOT") is constructing the West Davis Corridor nearby and has need for stormwater detention at the site of the existing secondary water pond; and

WHEREAS, UDOT is the owner of land to the Northwest of Bluff Road and 2700 South, which is a location well-suited for an expanded secondary water storage pond; and

WHEREAS, UDOT has provided a letter of understanding to the City, upon which both parties will move forward and rely upon in planning, engineering, and construction services, if accepted by the City; and

WHEREAS, the City Council has reviewed the letter and agrees that its terms are acceptable to the City,

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

Section 1. Acceptance. The Mayor is hereby authorized to communicate the City's acceptance of the terms and conditions established by UDOT in its letter of understanding. Staff may rely upon the letter in making decisions regarding engineering, planning and infrastructure, and are directed to move forward with formalization of the land transfers when it is feasible.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 9th DAY OF NOVEMBER, 2021.

(Signatures appear on next page)

SYRACUSE CITY

ATTEST:

_____ By:_____

Cassie Z. Brown, MMC — Mike Gailey
City Recorder — Mayor

Voting by the City Council:

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

EXHIBIT "A"

Letter of Understanding

State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

TERIANNE S. NEWELL, P.E.
Deputy Director of Planning and Investment

LISA J. WILSON, P.E.
Deputy Director of Engineering and Operations

September 21, 2021

Mayor Mike Gailey
Syracuse City Hall
1979 West 1900 South
Syracuse, UT 84075

Dear Mayor Gailey:

Subject: West Davis Corridor and Secondary Pond Concept

The Utah Department of Transportation (UDOT) has appreciated Syracuse City's continued cooperation and partnership as we work together to make the West Davis Corridor (WDC) a reality. We welcome opportunities to find mutually beneficial solutions as we implement the project. One of these opportunities is a concept that will assist the City in its need to add secondary water storage capacity while meeting UDOT's storm water detention needs. The UDOT supports this concept and is providing this letter to the City to communicate our understanding of the concept and our intent going forward. Please note that UDOT must follow surplus property acquisition policies before any of this can be considered final.

The UDOT's understanding of the concept and process is summarized by the following: (See the attached Figure A)

A. Syracuse owns a secondary water storage pond, South of Antelope Drive and accessed east of Bluff Road (the "Existing Pond"). The UDOT has need for storm water detention facilities in this same vicinity and, if not for the ability to use the Existing Pond, would build a detention pond on UDOT property just north and west of the Existing Pond. The City is agreeable to UDOT's use of the Existing Pond for UDOT storm water detention.
B. Syracuse has need for greater capacity in its secondary water storage system and the City has identified the UDOT property at 2700 South and Bluff Road (Tax IDs 12-094-0115 and 12-094-0100) to be acceptable as an expansion of Syracuse's secondary water storage capacity (the "Future Pond").
C. Upon completion of the design of the WDC Project, UDOT will determine what portions of the Future Pond land will not be needed for the WDC Project and is able to declare surplus following its surplus approval process. UDOT agrees to make the surplus portions of these properties available to the City by purchase or trade.
D. The UDOT may begin work on conversion of the Existing Pond on October 1, 2021. UDOT will complete excavation of the Future Pond by December 31, 2021 according to engineered drawings provided by the City. Syracuse will be

responsible for the engineering and construction costs to complete the Future Pond. Construction and operation of the Future Pond may occur prior to the transfer of the Future Pond land. Syracuse will retain ownership of the Existing Pond and undertake maintenance obligations for it.

E. The UDOT estimates that it will save approximately five-hundred thousand dollars ($500,000.00) by utilizing the Existing Pond for its storm water detention. This is calculated by adding the estimated land value of land that would be utilized for the basin and the costs of maintaining the basin. Final valuation of the cost savings shall be established at the time that the purchase agreement is executed. The UDOT considers any cost savings realized from not excavating its own detention basin to be offset by the work to excavate the Future Pond for the City.

F. It is estimated that the land on which it is proposed to locate the Future Pond is valued at approximately one-hundred fifty thousand dollars ($150,000.00) per acre, with seven acres being requested by Syracuse. Syracuse will be offered a first right of refusal prior to the land being bid to potential purchasers. Final valuation of the Future Pond Land shall be established at the time that the purchase agreement is executed.

G. The UDOT is willing to discount the City's acquisition price for the Future Pond land, after it is designated as surplus by UDOT, by the final cost savings determined as described above in paragraph E. As such, the City's acquisition price shall be reduced by the valuation of the cost savings, as determined at the time of the purchase agreement.

As this concept continues to move forward, we are committed to working with the City to finalize the details as partners in this solution. If anything we have described above is unclear or gives cause for concern, please let us know. We look forward to hearing from you.

Sincerely,

Robert J. Wight, P.E.
UDOT Region One Director

RJ/RJW:jkm

State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

TERIANNE S. NEWELL, P.E.
Deputy Director of Planning and Investment

LISA J. WILSON, P.E.
Deputy Director of Engineering and Operations

EXHIBIT A



Region One • 166 West Southwell Street • Ogden, UT 84404
Telephone (801) 620-1600 • Facsimile (801) 620-1665 • www.udot.utah.gov

COUNCIL AGENDA

November 9, 2021

Agenda Item #**15** Proposed Resolution R21-53 amending the budget for fiscal year ending June 30, 2022.

Factual Summation

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

  Please review the following attachments:
  a. FY2022 Budget Adjustments PDF.
  b. Capital Projects Revised project list.
  c. Capital Project Original project list.
  d. Vehicle and capital listing – capital project fund.

Background

- Please review the detailed **capital projects** listing attached with this document for recommended changes. In this budget opening, we are proposing new line items and updates to approved projects as follows:

  - New Project – Bluff Road Trail Crossings - $100,000
  - New Project – Water Fill Station - $65,000
  - New Project – Park Strip Conversion Project - $56,000
  - New Project – Purchase of Land – Antelope & 3000 West - $1,929,100
  - Carryover – 1200 South Road Impr. (Criddle to 4500 West) - $165,000
  - Carryover – Distant Serenade Storm Drain - $55,000
  - Carryover – 500 West Phase 1 – Clearfield split project - $400,000
  - Carryover – 500 West Widening – 2150 S to 2700 S - $273,000
  - Carryover – Public Works Shop Improvements - $75,000
  - Carryover – Shoreline Dev. – 2400 West - $575,000
  - Carryover – Founders Park Pickleball Lights - $105,000
  - Carryover – Regional Park Design - $160,000
  - Carryover – Bluff & Gentile Project - $115,000
  - Revised Amount – 1100 South Project – reduce storm water by 75k

- Please review the detailed **vehicle and capital listing** for the updated capital projects fund budget changes. Here are the changes:

    - Revised project – AFG Micro Grant- $0. Did not get grant.
    - Revised project – Park Maint. Facility. – $3,300,000
    - New Project – Park Strip Conversion Project - $56,000
    - New Project – Purchase of Land – Antelope & 3000 West - $1,929,100

- Changes to **operational budgets**:

    General Fund – major changes
    - $14,878 –Hire additional P/T court clerk.
    - $60,000 – Police Department reorganization.
    - $30,000 – Public Works improvements.
    - $83,357 – Hire additional building inspector.
    - $22,000 – Carryover cemetery fence project.
    - $8,000 – Carryover fingerprint scanner.

    All Other Funds – Significant Changes
    - Park Maint. Fund - $15,000 – wood chip expense carryover.
    - Park Maint. Fund - $26,000 – debris collection system carryover.
    - Secondary Impact Fund - $300,000 new reservoir design.
    - IT Fund - $18,000 for new server for redundancy – disaster recovery plan.

Action Items

Consider whether to approve resolution 21-53 amending the FY2022 budget.

RESOLUTION R21-53

A RESOLUTION ADJUSTING THE SYRACUSE CITY BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2022.

WHEREAS, the Uniform Budgetary Procedures set forth in State Statute 10-6-128 allow for amendments and increases to individual fund budgets; and

WHEREAS, on November 9th, 2021, the City Council held a public hearing to allow interested persons in attendance an opportunity to be heard for or against the proposed budgetary changes; and

WHEREAS, the City Council has determined that approval of the budgetary amendments will promote the orderly operation of the City;

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

SECTION 1: Amendments. The following adjustments to the Syracuse City Budget are hereby made for the Fiscal Year 2022 operating budget.

- See attachment

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

SECTION 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 9th DAY OF NOVEMBER, 2021.

SYRACUSE CITY

ATTEST:

_____ By:_____

Cassie Z. Brown, City Recorder Mike Gailey, Mayor

Syracuse City
FY2022 November Budget Opening

General Fund:

	Original Budget	Amended Budget	Increase / (Decrease)
REVENUE ADJUSTMENTS:			
Building Permit Revenue	1,010,000.00	1,100,000.00	90,000.00
Court Revenue	200,000.00	215,000.00	15,000.00
			-
			105,000.00
EXPENDITURE ADJUSTMENTS:			
Justice Court			
Salary and Wages	150,609.00	165,487.00	14,878.00
(Hire additional part-time court clerk)			
Police			
Salary and Wages	3,200,530.00	3,260,530.00	60,000.00
(2 Retirements, add additional traffic officer)			
Grant Funded Expenses	-	8,000.00	8,000.00
(Carryover for fingerprint machine)			
Building Maintenance			
Building & Ground Maintenance	92,000.00	122,000.00	30,000.00
(Carryover of public works shop project)			
CED			
Salary and Wages	834,239.00	917,596.00	83,357.00
(Hire additional building inspector)			
Parks & Recreation			
Cemetery Maintenance	7,815.00	29,815.00	22,000.00
(Cemetery Fence carryover)			

	Revenue	Expenses	
General Fund net change	105,000.00	218,235.00	(113,235.00)
Beginning fund overage			-
Overall fund deficit reduced from fund balance			(113,235.00)
Estimated Ending Fund Balance	**4,014,955**		

Parks Impact Fee Fund

EXPENSE ADJUSTMENTS:

Capital Outlay	100,000.00	365,000.00	(265,000.00)
(Pickleball Lights & Regional Park Design)			(265,000.00)

	Revenue	Expenses	
PIF Fund net change	-	(265,000.00)	(265,000.00)
Beginning fund overage			717,500.00
Overall Change			452,500.00
Estimated Ending Fund Balance	**3,970,699**		

Parks Maintenance Fund

EXPENSE ADJUSTMENTS:

Restroom & Playground Maint.	97,100.00	112,100.00	(15,000.00)
(Wood Chips and other misc Carryover)			
Capital Outlay	86,200.00	112,200.00	(26,000.00)
(Debris Collection System Carryover)			(41,000.00)

	Revenue	Expenses	
PMF Fund net change	-	(41,000.00)	(41,000.00)
Beginning fund shortage			(66,940.00)
Overall Change			(107,940.00)
Estimated Ending Fund Balance	**41,986**		

Transportation Fund

REVENUE ADJUSTMENTS:

Sale of Capital Assets	-	10,000.00	10,000.00
			10,000.00

EXPENDITURE ADJUSTMENTS:

Capital Projects	2,355,125.00	2,500,125.00	145,000.00
(Carryover of projects & Bluff Road Crossings)			145,000.00

	Revenue	Expenses	
Trans. Fund net change	10,000.00	145,000.00	(135,000.00)
Beginning fund shortage			(620,725.00)
Overall Change			(755,725.00)
Estimated Ending Fund Balance	**672,315**		

Transportation Impact Fee Fund

REVENUE ADJUSTMENTS:			
Rental Income	-	18,000.00	18,000.00
			18,000.00
EXPENDITURE ADJUSTMENTS:			
Capital Outlay	-	848,000.00	848,000.00
(Carryover of projects)			848,000.00

	Revenue	Expenses	
Trans. Impact Fund net change	18,000.00	848,000.00	(830,000.00)
Beginning fund overage			358,000.00
Overall Change			(472,000.00)
Estimated Ending Fund Balance	**679,426**		

Secondary Water Fund:

REVENUE ADJUSTMENTS:			
Contributions - Water Shares / Cash	-	1,000,000.00	1,000,000.00
			1,000,000.00
EXPENDITURE ADJUSTMENTS:			
Capital Outlay	2,113,500.00	2,279,500.00	166,000.00
(Carryover of projects)			-
Move Capital to Balance Sheet	(2,113,500.00)	(2,279,500.00)	(166,000.00)
			-

	Revenue	Expenses	
Sec. Water Fund net change	1,000,000.00	-	1,000,000.00
Beginning fund overage			199,174.00
Overall Change			1,199,174.00
Estimated Ending Cash Balance	**$614,808**		

Secondary Water Impact Fund:

EXPENDITURE ADJUSTMENTS:

Professional & Technical	-	300,000.00	300,000.00
(Carryover of engineering design - new reservoir)			300,000.00

	Revenue	Expenses	
Sec. Water Impact Fund net change	-	300,000.00	(300,000.00)
Beginning fund overage			74,600.00
Overall Change			(225,400.00)
Estimated Ending Cash Balance	**$2,471,942**		

Storm Water Fund:

REVENUE ADJUSTMENTS:

Sundry Revenues	17,500.00	28,500.00	11,000.00
(UDOT payment for outside engineering)			11,000.00

EXPENDITURE ADJUSTMENTS:

Professional & Technical	29,400.00	40,400.00	11,000.00
Capital Outlay	432,000.00	367,000.00	(65,000.00)
(Carryover of projects)			
Move Capital to Balance Sheet	(432,000.00)	(442,000.00)	(10,000.00)
			(64,000.00)

	Revenue	Expenses	
Storm Water Fund net change	11,000.00	(64,000.00)	75,000.00
Beginning fund shortage			186,280.00
Overall Change			261,280.00
Estimated Ending Cash Balance	**$375,366**		

Storm Water Impact Fund:

EXPENDITURE ADJUSTMENTS:

Capital Outlay	-	475,000.00	475,000.00
(Carryover of projects)			475,000.00

	Revenue	Expenses	
Storm Water Impact Fund net change	-	475,000.00	(475,000.00)
Beginning fund overage			458,000.00
Overall fund deficit to come from fund balance			(17,000.00)
Estimated Ending Cash Balance	**$2,191,090**		

Culinary Water Fund:

EXPENDITURE ADJUSTMENTS:

Capital Projects	2,097,000.00	2,232,000.00	135,000.00
(Carryover of projects & Water Fill Station)			
Move Capital To Balance Sheet	(2,097,000.00)	(2,232,000.00)	(135,000.00)
			-

	Revenue	Expenses	
Culinary Water Fund net change	-	-	-
Beginning fund overage			308,623.00
Overall fund shortage to come from fund balance			308,623.00

Estimated Ending Cash Balance **$295,182**

Culinary Water Impact Fund:

REVENUE ADJUSTMENTS:

Impact Fee Revenue	331,100.00	471,400.00	140,300.00
			140,300.00

	Revenue	Expenses	
Cul Water Impact Fund net change	140,300.00	-	140,300.00
Beginning fund shortage			(109,650.00)
Overall Change			30,650.00

Estimated Ending Cash Balance **$1,415,817**

Sewer Fund:

EXPENDITURE ADJUSTMENTS:

Capital Outlay	1,134,000.00	1,214,000.00	80,000.00
(Carryover of projects)			
Move Capital to Balance Sheet	(1,134,000.00)	(1,214,000.00)	(80,000.00)
			-

	Revenue	Expenses	
Sewer Fund net change	-	-	-
Beginning fund shortage			(178,709.00)
Overall fund deficit to come from fund balance			(178,709.00)

Estimated Ending Cash Balance **$808,528**

IT Fund

EXPENDITURE ADJUSTMENTS:			
Equipment, Supplies, & Maintenance	81,300.00	99,300.00	18,000.00
(New Server - Redundancy for DRP)			-
			18,000.00

	Revenue	Expenses	
RDA Fund net change	-	18,000.00	(18,000.00)
Beginning fund shortage			(29,805.00)
Overall fund deficit to come from fund balance			(47,805.00)
Estimated Ending Cash Balance	**75,503**		

Capital Improvement Fund

REVENUE ADJUSTMENTS:			
Sale of Capital Assets	10,000.00	5,801,200.00	5,791,200.00
(Sale of Freemont Land & Cemetery Land)			
Sundry Revenue	-	600,000.00	600,000.00
(Cell Tower Site)			
Federal Grants	20,115.00	-	(20,115.00)
(Didn't receive Grant)		-	-
			6,371,085.00
EXPENDITURE ADJUSTMENTS:			
Capital Equipment	1,827,350.00	1,805,000.00	(22,350.00)
(Didn't receive Grant)			
Capital Projects	3,448,000.00	5,998,100.00	2,550,100.00
(Carryover of projects, purchase of land & zero scape project)			2,527,750.00

	Revenue	Expenses	
CIP Fund net change	6,371,085.00	2,527,750.00	3,843,335.00
Beginning fund shortage			(4,546,235.00)
Overall fund deficit to come from fund balance			(702,900.00)
Estimated Ending Cash Balance	**5,808,780**		

CAPITAL PROJECTS PROPOSED BUDGET SUMMARY FOR FISCAL YEAR 2022

Project	Class C Capital 204070	Culinary 501670	Secondary 301670	Storm Drain 401670	Sewer Capital 531670	Road Impact Fee 21-40-70	Culinary Impact Fee 51-40-70	Secondary Impact Fee 31-40-70	Recreation, Arts, & Parks Tax 11-40-70	Parks, Trails, & Rec Impact Fee 12-40-70	Capital Fund 80-40-71	**Project Total**
Bond Payment 3 MG Culinary Tank		$222,000					$445,000					**$667,000**
Thurgood Lane / SR-193 Utility Crossings		$66,000	$55,000		$44,000							**$165,000**
**2000 West Improvements	$22,000											**$22,000**
**Bluff Road Improvements	$78,000											**$78,000**
**2000 West Interchange Utilities				$7,000	$4,000							**$11,000**
**Antelope Drive/Bluff Road/3000 West Utility Replacements		$994,000	$1,213,000		$1,006,000							**$3,213,000**
**3000 West Improvements	$167,000							$328,000				**$495,000**
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**
Heritage Lane/1975 South/1840 W/1800 W/1900 W/2100S/2025 S	$738,125											**$738,125**
4000 West Overlay (Sewer District to Antelope)	$100,000											**$100,000**
2022 Surface Treatments	$200,000	-	-	-	-	-	-	-				**$200,000**
2022 Culinary Radio Conversion	-	$150,000	-	-	-	-	-	-				**$150,000**
Stoker Tennis Court Renovation									$100,000		$100,000	**$200,000**
Freemont Park Paviliion Replacement									$60,000			**$60,000**
Fremont Park Playground Replacement									$90,000			**$90,000**
Trail ROW along shoreline							-	-		$100,000		**$100,000**
Park Maintenance Facility											$2,750,000	**$2,750,000**
Cemetery Roads Resurface											$176,000	**$176,000**
Legacy Playground Replacement											$115,000	**$115,000**
2200 West Wall Replacement											$112,000	**$112,000**
EOC Upgrades											$195,000	**$195,000**
FY2022	**$2,355,125**	**$2,107,000**	**$1,893,000**	**$432,000**	**$1,069,000**	**$0**	**$445,000**	**$328,000**	**$250,000**	**$100,000**	**$3,448,000**	**$12,427,125**

CAPITAL PROJECTS PROPOSED BUDGET SUMMARY FOR FISCAL YEAR 2022

Project	Class C Capital 204070	Culinary 501670	Secondary 301670	Storm Drain 401670	Sewer Capital 531670	Road Impact Fee 21-40-70	Culinary Impact Fee 51-40-70	Secondary Impact Fee 31-40-70	Storm Drain Impact Fee 41-40-70	Recreation, Arts, & Parks Tax 11-40-70	Parks, Trails, & Rec Impact Fee 12-40-70	Capital Fund 80-40-71	**Project Total**
Bond Payment 3 MG Culinary Tank		$222,000					$445,000						**$667,000**
Thurgood Lane / SR-193 Utility Crossings		$66,000	$81,000		$69,000								**$216,000**
**2000 West Improvements	$22,000												**$22,000**
**Bluff Road Improvements	$78,000												**$78,000**
**2000 West Interchange Utilities				$7,000	$4,000								**$11,000**
**Antelope Drive/Bluff Road/3000 West Utility Replacements		$994,000	$1,213,000		$1,006,000								**$3,213,000**
**3000 West Improvements	$167,000							$328,000					**$495,000**
1100 South (2000 West to 2100 West) & 2100 West	$500,000	$675,000	$625,000	$350,000	$15,000	-							**$2,165,000**
Doral Drive (2700 South to 2200 South)	$550,000	-	-	-	-	-	-	-	-				**$550,000**
Heritage Lane/1975 South/1840 W/1800 W/1900 W/2100S/2025 S	$738,125												**$738,125**
4000 West Overlay (Sewer District to Antelope)	$100,000												**$100,000**
2022 Surface Treatments	$200,000	-	-	-	-	-	-	-	-				**$200,000**
2022 Culinary Radio Conversion	-	$150,000	-	-	-	-	-	-	-				**$150,000**
Stoker Tennis Court Renovation										$100,000		$100,000	**$200,000**
Freemont Park Paviliion Replacement										$60,000			**$60,000**
Fremont Park Playground Replacement										$90,000			**$90,000**
Trail ROW along shoreline							-	-	-		$100,000		**$100,000**
Park Maintenance Facility												$3,300,000	**$3,300,000**
Cemetery Roads Resurface												$176,000	**$176,000**
Legacy Playground Replacement												$115,000	**$115,000**
2200 West Wall Replacement												$112,000	**$112,000**
EOC Upgrades												$195,000	**$195,000**
1200 South Road Improvements (Criddle to 4500 West)	$45,000	$25,000	$95,000										**$165,000**
Distant Serenade Storm Drain - Agreement									$55,000				**$55,000**
500 West Phase 1 (federal & county matching funds) - Clearfield project						$400,000							**$400,000**
500 West Widening (2150 S to 2700 S) - 7% of $3.9 million WFRC Grant						$273,000							**$273,000**
Public Works Shop Improvements		$5,000	$5,000	$10,000	$55,000								**$75,000**
Shoreline Development - 2400 West Improvements		$40,000	$40,000			$125,000			$370,000				**$575,000**
Founders Park Pickleball Lights											$105,000		**$105,000**
Regional Park Design											$160,000		**$160,000**
Bluff & Gentile Roundabout Project						$50,000			$50,000			$15,000	**$115,000**
Bluff Road Trail Crossings	$100,000												$100,000
Water Fill Station		$65,000											$65,000
Park Strip Conversion Project												$56,000	$56,000
Purchase of Land - Antelope Dr. and 3000 West												$1,929,100	$1,929,100
FY2022	**$2,500,125**	**$2,242,000**	**$2,059,000**	**$367,000**	**$1,149,000**	**$848,000**	**$445,000**	**$328,000**	**$475,000**	**$250,000**	**$365,000**	**$5,998,100**	**$17,026,225**

CAPITAL IMPROVEMENT FUND
Fiscal Year Ending June 30, 2022
Line Item Detail

		Requested	City Manager/Council Recommendation	Adopted Budget
80-40-70	***Capital equipment***			
Prior year budget, as modified				$ 538,000
Current estimates:				
Fire	Ladder Truck	1,200,000	1,200,000	1,200,000
Fire	Admin Truck	55,000	55,000	55,000
Fire	Brush Truck	150,000	150,000	150,000
Fire	Parmedic Response Vehicle	70,000	70,000	70,000
Fire	Medical Equip for Parmedics (LifePak15, Adv Air.)	50,000	50,000	50,000
Fire	PPE for Paramedics (Turnouts, Boots, Helmets)	30,000	30,000	30,000
Fire	AFG Micro-Grant (FEMA 90% / Syracuse 10%)	22,350	22,350	0
Parks & Rec	New Truck	40,000	40,000	40,000
Police	Police Vehicle (New Traffic Unit)	67,000	0	0
Police	Police Vehicle (New Traffic Unit)	67,000	0	0
Police	Police Vehicle	42,000	42,000	42,000
Police	Police Vehicle	56,000	56,000	56,000
Police	Police Vehicle	56,000	56,000	56,000
Police	Police Vehicle	56,000	56,000	56,000
Total budget for account		$ 1,961,350	$ 1,827,350	$ 1,805,000
Amount changed from request				$ (156,350)
Increase/(decrease) from prior year modified budget		$ 1,423,350	$ 1,289,350	$ 1,267,000
80-40-71	***Capital projects***			
Prior year budget, as modified				$ 3,473,000
Current estimates:				
Parks & Recreation	Park Maintenance Facility	2,750,000	2,750,000	3,300,000
Parks & Recreation	Stoker Park Tennis Court Renovation	70,000	100,000	100,000
Parks & Recreation	Cemetery Roads Resurface	176,000	176,000	176,000
Parks & Recreation	Legacy Playground Replacement	0	115,000	115,000
CED / PW	2200 West Wall Replacement	112,000	112,000	112,000
Police	EOC Upgrades	195,000	195,000	195,000
Admin	Park Strip Conversion Project			56,000
Admin	Purchase of UDOT Parcel Antelope / 3000 West			1,929,100
PW	Bluff & Gentile Roundabout Repairs			15,000
Total budget for account		$ 3,303,000	$ 3,448,000	$ 5,998,100
Amount changed from request				$ 2,695,100
Increase/(decrease) from prior year modified budget		$ (170,000)	$ (25,000)	$ 2,525,100

COUNCIL AGENDA
November 9, 2021

Agenda Item **#16** Request from Safe Harbor for donation

Summary

Safe Harbor, which operates a domestic violence and rape crisis center in Davis County, has requested financial assistance from the City of $5,000.00. The letter requesting assistance follows this report. Safe Harbor (officially incorporated as the non-profit corporation Davis Citizens' Coalition Against Violence) receives much of its funding through federal grants (VOCA & VAWA) that have been squeezed due to the reduction of restitution received at the federal level, from which those allocations are funded. It is hoped that the reduction will be temporary.

10-8-2 Requirements

State code governs when cities can provide financial assistance to outside organizations. "It is considered a corporate purpose to appropriate money for any purpose that, in the judgment of the municipal legislative body, provides for the safety, health, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality." Utah Code Ann. § 10-8-2(3). The Council is required to consider whether the money provided will achieve a net value received to the community, and the Council may consider intangible benefits as it considers net value received. *Id.* § 10-8-2(3)(c).

The state code is not incredibly specific on the form or contents of the study. But it must include (1) the identified benefit that the municipality will receive in return for money appropriated, (2) the municipality's purpose for the appropriation, including analyzing how the appropriation will be used to enhance health, safety, prosperity, moral well-being, peace, order, comfort, or convenience to the municipality's inhabitants, and (3) whether the appropriation is necessary and appropriate to accomplish goals and objectives of the City for a public purpose.

As was explained in the work session materials, Safe Harbor provides services directly to inhabitants of our City by assisting them with housing and financial matters stemming from the citizens' victimization in a domestic violence or rape incident. These services provide a safe space for victims to escape and begin the healing process after their traumatic incident, and without the support of Safe Harbor, our inhabitants would lose access to domestic violence and rape crisis services. The information provided

previously and potentially during the hearing will establish that the elements are met to provide the Council with discretion to authorize the payment.

ARPA & Answer to Question

As mentioned during the Council work session, staff have also considered whether American Rescue Plan Act (ARPA) funds may be applied for this purpose, and we have found support for it in U.S. Treasury Department guidance. The guidance states that "housing stability services" may be provided for multiple categories of people, including "survivors of domestic abuse or human trafficking." It also indicates that recipients like the City "may transfer funds to, or execute grants or contracts with, court systems, non-profits, and a wide range of other organizations to implement these strategies."[1]

During the work session the question arose as to whether providing funding to Safe Harbor would in any way jeopardize the City's provision of victim services through its victim advocate program or our ability to apply for grants. As the funds for the victim services are provided from a mixture of federal grant dollars and general fund matching dollars from participating cities, this contribution to Safe Harbor would have no impact on our ability to operate or seek additional grant funds for the Syracuse City Victim Services program.

Action Items

The following items outline the goals of this discussion:

1. Conduct a public hearing, as required by Utah code, into whether to provide monetary support for Safe Harbor.
2. Decide whether to provide monetary support, the amount to be provided, and the source of those funds.

[1] UNITED STATES DEPARTMENT OF TREASURY, Coronavirus State and Local Recovery Funds Frequently Asked Questions, as of July 19, 2021 https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf (pages 12-13).

COUNCIL AGENDA
October 26, 2021

Prior Staff Report

Agenda Item **"d"** Request from Safe Harbor for donation

Summary

Safe Harbor, which operates a domestic violence and rape crisis center in Davis County, has requested financial assistance from the City to the tune of $5,000.00. The letter requesting assistance follows this report. Safe Harbor (officially incorporated as the non-profit corporation Davis Citizens' Coalition Against Violence) receives much of its funding through federal grants (VOCA & VAWA) that have been squeezed due to the reduction of restitution received at the federal level, from which those allocations are funded. It is hoped that the reduction will be temporary.

In order to provide financial assistance to a non-profit organization like Safe Harbor, the Council must find that the proposed appropriation will provide for the safety, health, prosperity, moral well-being, peace, order, comfort or convenience of the inhabitants of the municipality. *See* UCA § 10-8-2(3). The City Council is required to hold a hearing on the issue prior to making the decision. *Id.* § 10-8-2(3)(d)(ii).

Safe Harbor provides direct services to our community. Police conduct lethality assessments with domestic violence victims and refer them to Safe Harbor for support if the victim scores high on that index. Safe Harbor provides emergency shelter for Syracuse residents who are fleeing abusive relationships and provides legal support for those seeking protective orders.

Their letter of request includes additional information supporting a finding that they provide value to the City's residents.

Discussion Goals

The following items outline the goals of this discussion:

1. Consider information and present questions regarding the request and decide whether to conduct the hearing at the next business meeting to make a determination.

Safe Harbor
Offering hope. Ending the silence.

September 21, 2021

Adressee

Dear Representative:

We are reaching out to you as a public service provider for individuals in your city. Safe Harbor, a 501(c)3 incorporated in 1994 as the Davis Citizens' Coalition Against Violence, began from the grassroots efforts of a concerned group of citizens who wanted to address the disturbing trends of interpersonal violence and lack of resources in Davis County. From this foundation, our agency opened our doors to serve survivors in 1997. As the first and ONLY domestic violence and rape crisis center in Davis County, UT, Safe Harbor has seen an increased need within the community for our services. As people become aware of our services, more and more individuals and their families are seeking our assistance.

Safe Harbor has over 20 years of experience working with multiple agencies to address domestic violence, dating violence, sexual assault, and or stalking. Safe Harbor is already engaged multiple local entities including: Davis Technical College, Job Corps, Weber State University, Davis Behavioral Health, Red Barn, Davis Chamber of Commerce, Open Doors, Bountiful Rotary Club, Kaysville Rotary Club, Davis Hospital, Layton Intermountain Hospital and Tanner Clinic to name a few. We offer critical, life-saving services; comprehensive case management, participant-centered group support, legal services, sustenance and basic needs, transportation, substance abuse treatment, and mental health treatment. These services are available to qualifying individuals at little or no cost. In the last fiscal year, Safe Harbor has provided services to 3,723 individuals including 591 children.

Though Safe Harbor has the support of many community organizations, demand for our services continues to grow. There is a constant need for our emergency shelter due to the large volume of people utilizing this service. In fiscal year 20-21, Safe Harbor received 1002 requests for emergency shelter. We were able to fulfill 363 of those requests, leaving 639 requests unmet. Safe Harbor does all it can to house those in need, however; we are limited by space on-site despite making use of overflow facilities. In the past fiscal year our hotline received 3148 calls. That is an average of 95 calls daily. We receive many calls for good reason. It is an unfortunate truth that Domestic Violence rates in the state of Utah exceed the national average with 1 in 3 Utah women experiencing domestic violence (DV) in her lifetime, versus 1 in 4 nationally. Sadly, we fare no better when it comes to sexual assault, with 1 in 3 Utah women reporting some form of sexual violence in their lifetime. Perhaps most disturbingly, since 2000, over 40% of the homicides in Utah were DV related compared to 30% nationwide. There were 26 DV related homicides in 2019.

P.O. Box 772
Kaysville, UT 84037
24/7 Crisis Line: 801-444-9161
Business: 801-444-3191
www.safeharborhope.org

Though recovery can be difficult, it is possible. Clients had this to say about Safe Harbor's Services:

"Andrea was attentive, caring & always kept a positive attitude around me. She helped me so much & she will be missed. Although everyone is very kind & helpful, another name who comes to mind is Marissa. She has also been very wonderful. She has boosted my confidence as a parent & has made me realize I have been doing a great job considering everything we have endured. My son has really taken a liking to her & seems to make good progress with her. I cannot forget to mention another person I hold dear, Kayla. She has given me plenty of recourses to not only better myself, but to have a better outlook in life & has encouraged me to be the open, loving person I once was before my traumas. I absolutely love Safe Harbor & recommend this to others who need help."

"I am still a work in progress. Safe harbor is my port in storm. I have worked with many advocates through this program and I have no complaints. Mercedes is my advocate at this time and has been so much more than just that, I can't say how much her friendship alone has been a help to me and how much it means. I truly appreciate this program and all that I have worked with and continue to work with. This is my safe place where I can just be my perfectly imperfect self."

"Avery was extremely kind and empathetic. He did help me feel like I was going to be ok and I would be able to handle things on my own. Thanks to him and Safe Harbor being such a safe space, I am definitely reaching my goals and feeling more confident and happy than I have for as far back as I can remember. My goal is to someday be able to give back even a free action of what was given to me. This organization and Avery are truly angels on earth. Thank you isn't close to enough."

Staff at Safe Harbor are continually seeking the means to continue and increase services available. In many ways, we have seen success. However, a federal grant that represents the largest portion of our operation expenses is being drastically cut in the upcoming years. This, along with the ever-increasing community need, has inspired us to reach out to leadership within our service area to invite you to lend your support. While Safe Harbor has received funding from major cities in the county, additional funding is needed. Every little bit helps.

We are extremely grateful for the funding we receive to help in the fight against domestic violence and sexual assault. Funds you contribute will be an important addition to other funds solicited by Safe Harbor to continue our crucial operations. Safe Harbor serves an invaluable role in the community, and the funding we receive is crucial to assist victims in recovery.

Thank you for your consideration.

Sincerely,

Kristen Floyd

Kristen Floyd
Executive Director

COUNCIL AGENDA
November 9, 2021

Agenda Item **#17** First Responder Mental Health

Factual Summation

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

- Chief Byington presented a first responder mental health program on October 26th, 2021 and asked the council for approval to move forward with an agreement with Previdence Corporation for both Police and Fire Departments.

Action Items

The following items outline the actions to be taken:

1. Discussion on incentive pay options.
2. Determine whether to authorize execution of Previdence agreement.

SERVICE AGREEMENT

This Agreement (the "Agreement"), is made by and between Syracuse Fire Department ("Client"), located at 1869 S. 3000 W. Syracuse, Utah 8405 and Previdence Corporation ("Previdence"), a Utah corporation, located at 5685 South 1475 East, Suite 2B, South Ogden, UT 84403 this Click or tap here to enter text. day of October, 2021.

I. INTRODUCTION

a. Previdence provides a personalized mental health platform for Clients in the form of a subscription ("Subscription") to its technology and services platform.
b. Client wishes to engage and subscribe with Previdence for its services and platform.

II. PUPROSE AND STATEMENT OF WORK

a. Previdence shall provide to Client the following:
    i. The use of Previdence Mental Health Platform, which includes all tools, resources, and online services provided in the Previdence Portal ("Portal") as outlined in the Previdence Subscription Agreement ("Subscription Agreement" Exhibit "B"), which is attached to this agreement and Client agrees to the terms and conditions of the Subscription Agreement.
    ii. Specific services as outlined on this Contract dated Click or tap here to enter text. and attached as ("Pricing and Payment Schedule" Exhibit "A") and incorporated into this Agreement.
    iii. 24-hour Software / Platform support line.
b. Client shall furnish information requested by Previdence that is necessary to fulfill its responsibilities under this Agreement.

III. TERM AND EFFECTIVE DATE

a. This Agreement is effective as of the date it is signed by both parties and shall continue for a period of three years from the ("Initial Term") effective date. This agreement shall renew upon the expiration of the Initial Term for additional periods (together with the Initial Term, the "The Term") unless either party provides written notice of termination to the other party no less than 30 days prior to the expiration of the then current Term, in which case the Agreement shall terminate at the expiration of the then current Term.

IV. PRICING

a. Pricing will be based upon attached Pricing and Payment Schedule (Exhibit "A"). Total contract amount shall be $ Click or tap here to enter text. for the period of this contract.

V. PAYMENT TERMS

a. The full contract amount Click or tap here to enter text. is due and payable within 15 days of executing contract. Receipt of payment will activate the contract and initiate access to the Platform.
b. If there is a "roll-out plan" for the deployment of the contract, the amounts due will be outlined in the Pricing and Payment Schedule, which is attached as Exhibit "A."
c. There may be additional charges for the following services, if requested:
    i. Previdence Crisis Response Team
    ii. Special projects or training above and beyond the scope of this contract
    iii. Customization or specialized programming
    iv. Consultation

Note: Pricing for services in subparagraph "c" will be provided in advance of each activity and agreed to by both parties. Payment will be required within 15 days of invoicing.

VI. NON-DISCLOSURE & CONFIDENTIALITY

a. Each party acknowledges that all material and information which has or will come into the possession and knowledge of each in connection with this Agreement or the performance thereof, consists of confidential and proprietary data, whose disclosure to or use by third parties could be damaging. Both parties, therefore, agree to hold such material and personal information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to employees requiring such information, and not to release or disclose it to any other party, except as approved by the parties or required by law.
b. Both parties agree to safeguard the information against disclosure to others with the same degree of care as exercised with its own information of a similar nature.
c. Both parties agree not to disclose the information to others, without the express written permission of the Client, except that:
    i. Which are now, or become known in the future, public knowledge other than through acts of omissions by Previdence.
    ii. Which are lawfully obtained by Previdence from sources independent of the Client.

VII. INDEMNIFICATION

a. Each party hereunder agrees to indemnify the other against all losses, costs, expenses (including reasonable counsel fees) which may occur by reason of the breach of any term, provision, warranty, or representation contained herein and/or in connection with the enforcement of the Agreement or any provision thereof.

VIII. MEDICAL INDEMNIFICATION

a. Previdence is a provider of an online mental wellness platform. We are not a mental health care or medical provider, nor should our products be considered psychological or medical advice. The assessment results alone are not to be considered a diagnosis. This information is not designed to replace a licensed therapist or physician's independent judgment.
b. Previdence makes no claims, representations or guarantees that the products provide a physical or therapeutic benefit.
c. The products and platform are intended for general information purposes only. They are not intended to be relied upon and are not a substitute for professional medical and mental health advice, based on the individual's condition and circumstances. The information we make available is intended to support the relationship between the individual and their healthcare providers and not replace it. We are not liable or responsible for any consequences of the individual having read or been told about any information or other materials, as they assume full responsibility for their decisions and actions. In particular, to the fullest extent permitted by law, we make no representation or warranties about the accuracy, completeness, or suitability for any purpose of the information, other materials, and information published as part of the products, and all other indemnities provided in the Subscription Agreement.

IX. COMPLIANCE WITH ALL LAWS AND REGULATIONS

a. Parties agrees to comply with all country, federal, state, and local laws, statutes, ordinances, and any other governing and applicable provisions during the term of this Agreement.

X. FORCE MAJEURE

a. Neither party shall be liable for failure to perform, or for any delay in performing, its obligations under this Agreement when such failure or delay is due to force majeure, provided the party claiming the existence of force majeure gives notice to the other party within fourteen (14) days of the commencement or continuance of the circumstances which constitutes such force majeure. The term "force majeure" means events beyond the control of the applicable party, namely pandemics, strikes, lockouts, fires, floods, delays in transportation or delivery, acts of God or the public enemy, embargoes, wars, declared or undeclared, riots, civil commotion, interference by civil or military authorities, terrorist acts, or governmental actions. Neither party shall be relieved from performing any pending obligations under the Agreement when the existence of force majeure has been eliminated or terminated.

XI. VENUE

a. This Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

XII. NO ASSIGNMENT

a. Client may not assign or delegate, sublicense or otherwise transfer this Agreement, or its services to be performed or obligations under this Agreement.

XIII. WAIVER

a. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

XIV. SEVERABILITY

a. If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision, and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

XV. ALL OTHER AGREEMENTS

a. This agreement, along with the Subscription Agreement, constitutes all agreements between the parties. This Agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above and are legally bound by the terms hereof.

PREVIDENCE CORPORATION	**SYRACUSE FIRE DEPARTMENT**
Jeffrey Denning	
_____	_____
REPRESENTATIVE NAME	REPRESENTATIVE NAME
Click or tap here to enter text.	
_____	_____
REPRESENTATIVE SIGNATURE	REPRESENTATIVE SIGNATURE
Click or tap here to enter text.	
_____	_____
DATE	DATE

Client Information Form

Client Name Click or tap here to enter text.

Contact Name Click or tap here to enter text.

Project Manager (if different) Click or tap here to enter text.

Physical Street Address Click or tap here to enter text.

City Click or tap here to enter text.

State Click or tap here to enter text.

Zip Click or tap here to enter text.

Client Main Number Click or tap here to enter text.

Contact Phone Number Click or tap here to enter text.

Contact Email Click or tap here to enter text.

Billing Point of Contact (POC) Click or tap here to enter text.

Billing POC Phone Click or tap here to enter text.

Billing POC Email Click or tap here to enter text.

Other Click or tap here to enter text.

Previdence Pricing & Payment Schedule—Explanation of Exhibit A

Personnel Assessments

High Exposure Team Members

Examples include, but are not limited to:

- Working in assignments that can cause increased stress (e.g., internal investigations, undercover work, crimes against children/persons, sex crimes, task force assignments, active patrol areas, SWAT, tactical medic, FTO, high volume call areas, jails/prisons, etc.).
- During administrative or investigative leave, or other short- or long-term leave.

Immediate Family & Retiree Assessments

Immediate family members include spouse/cohabitant significant other and children/stepchildren living at home. Retirees and their spouses, including cohabitant significant others. Automatic numbers based on US average of two children and one spouse/significant other per household.

Peer Support/CISM

Initial set-up. Previdence will help your agency with the initial set-up and/or revision or enhancement of your peer support team, including but not limited to, structure and organization, selection of peer support members, reviewing and suggesting policy and procedure, critical incident response protocol, staffing recommendations, and policy development. *Check for pricing on agencies larger than 400.

Previdence Peer Counseling Certification. Previdence teaches a 2-day Advanced Public Safety Peer Counseling Certification course. When an agency selects this option, they can attend one of the local training courses. This training is taught by two experienced instructors. All attendees receive a comprehensive manual. For agencies interested in hosting a class, there needs to be at least ten paying students to receive one free manual and training slot.

Custom-Tailored Peer Support Training. Previdence trainers will provide a 2-hour training specifically designed for agency peer support team members. An agency can have up to four trainings per year (or quarterly training). Training may be either in-person or virtual. Training topics will be determined based on overall agency assessments results and/or peer support requests. *Cost is for 20 peer support team members only. For more than 20, double the number (e.g., 40 peer support team members = $450 + $450).

Administrative In-Person Report

This meeting is a lunch-and-learn with the executive command staff to discuss the findings of the assessment panels. This luncheon is paid for by Previdence and not to exceed $500 per lunch event. The location needs to be within a reasonable distance from Previdence.

Completing the Proposal

All cells in blue (column “F”) can be adjusted by the client. Please initial (or type initials) in the yellow/gold box (column “I”) and return.

EXHIBIT "B"

SUBSCRIPTION AGREEMENT

This Subscription Agreement ("Agreement") explains your rights and obligations as a subscriber of Previdence content and services from Previdence Corporation ("Previdence"). Please read it carefully.

This Subscription Agreement is between you individually ("you" or "your") and Previdence Corporation ("Previdence," "we," "us," or "our"). It consists of the terms and conditions below, as well as the Services Terms, the Service Level Agreements (SLAs), and the Offer Details for your subscription or renewal (together, the "Agreement"). It is effective on the date you sign this Agreement or with confirmation of your subscription or the date on which your subscription is renewed, as applicable.

OVERVIEW

As part of these Services, Previdence will permit you to access and use the Services, including a browser interface, data-encryption, transmission, access, and storage. Your registration for, or use of, the Services shall be deemed to be your agreement to abide by this Agreement including any content available in the Previdence Portal incorporated by reference herein, including but not limited to the Previdence Privacy Policy and the Previdence Acceptable Use Policy. By registering for or using the service you acknowledge that you have read this agreement, understand, and agree to be bound by its terms and conditions. You also agree that this agreement is the complete and exclusive statement of agreement between you and Previdence concerning the subject matter hereof and supersedes all proposals or prior agreements, verbal or written, and any other communications between you and Previdence relating to the subject matter hereof. (The capitalized terms used in this agreement, in addition to those above, are defined in section [DEFINITIONS].)

1. CONTRACTING PARTY

a. For any interaction with Previdence, your contractual relationship is with Previdence Corporation. Except as otherwise indicated at the time of the transactions, any transaction for subscriptions (as defined below) you make, the Content or Services are being made with Previdence Corporation.

2. SUBSCRIPTION: CONTENT AND SERVICES.

a. **Access**. As a Subscriber you may obtain access to certain digital platforms, services, software, and content available to Subscribers. The Previdence client software platform and any other software, content and updates you either download or access via Previdence, including but not limited to Previdence or third-party mental health services and health related content and the rights to access and /or use any Content and Services accessible through Previdence are referred to in this Agreement as "Subscriptions."

b. **Potential Additional Terms.** Each Subscription allows you to access specific Content and Services. Some Subscriptions may impose additional terms specific to that Subscription ("Subscription Terms"). Also, the Subscription Terms, the Rules of Use, the Previdence Privacy policy are binding on you once you indicate your acceptance of them or of this Agreement.

3. BASIS OF LICENSE

a. **General Content and Services License.** Previdence hereby grants, and you accept, a non-exclusive license and right to use the Content and Services for your personal, non-commercial use (except where commercial use is expressly allowed herein or in the applicable Subscription Terms).

The Content and Services are licensed, not sold. Your license confers no title or ownership in the Content and Services. To make use of the Content and Services, you must have a Previdence account, and you may be required to run a Previdence software client package and maintain a connection to the internet. This is for reasons that include, without limitations, system security, stability, and user interoperability.

Previdence may need to automatically update, pre-load, create new versions of or otherwise enhance the Content and Services, accordingly the system requirements to use the Content and Services may change over time. You consent to such automatic updating. You understand that this Agreement (including applicable Subscription Terms) does not entitle you to future updates, new versions or other enhancements of the Content and Services associated with a particular Subscription, although Previdence may choose to provide such updates at its sole discretion.

b. **Right to Use.** We grant you the right to access and use the Services included with your Subscription, as further described in this Agreement. We reserve all other rights.

c. **Acceptable Use Policy.** You may use the Product only in accordance with this agreement. You may not reverse engineer, decompile, disassemble, or work around technical limitations in the Product. You may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters your use of the Services. You may not rent, lease, lend, resell, transfer, or host the Product, or any portion thereof, to or for third parties except as expressly permitted in this Agreement or the Services Terms. You may not allow multiple users to directly or indirectly access any Previdence services feature that is made available on a per-user basis.

d. **End Users.** You control access by End Users, and you are responsible for their use of the Product in accordance with this Agreement. For example, you will ensure End Users comply with the Acceptable Use Policy.

e. **Legal, Psychiatric, Psychological, or Medical Counsel and Advice.** These Services and Content are intended solely to provide general educational information about mental health and behavioral risk. These Services and Content are not intended to constitute legal or professional advice and should not be used or relied on as legal or professional advice. If legal, psychiatric, psychological, or medical advice is desired or needed, a licensed professional should be consulted.

4. YOUR ACCOUNT

a. **Privacy & Security.** Previdence reserves the right to modify its privacy policy in its reasonable discretion from time to time. Note that Previdence will occasionally need to notify all users of the Services about important operational events. It is your responsibility to ensure that your contact information is current so such notifications can take place.

b. **Your Customer Data.** You are solely responsible for the content of all Customer Data. You will secure and maintain all rights in Customer Data necessary for us to provide the Services to you without violating the rights of any third party or otherwise obligating Previdence to you or to any

third party. Previdence does not and will not assume any obligations with respect to Customer Data or to your use of the Product other than as expressly set forth in this agreement or as required by applicable law. Previdence reserves the right to withhold, remove and/or discard Customer Data without notice to you for any breach, including, without limitation, your non-payment. Upon termination of this Agreement for cause, your right to access or use Customer Data immediately ceases, and Previdence shall have no obligation to retain, maintain, or forward to you copies of any Customer Data, unless otherwise required by law.

c. **Responsibility for Your Accounts.** You are responsible for maintaining the confidentiality of any non-public authentication credentials associated with your use of the Services. You must promptly notify our customer support team about any possible misuse of your accounts or authentication credentials, or any security incident related to the Services.

d. **Preview Releases**. We may make Previews available. Previews are provided "as is," "with all faults," and "as available," and are excluded from the SLAs and all limited warranties provided in this agreement. Previews may not be covered by customer support. We may change or discontinue Previews at any time without notice. We also may choose not to release a Preview into general availability.

e. **Management Console.** You may use the Previdence services Management Console to manage the Services included with your subscription. Previdence support is glad to assist you in configuring and administering the Previdence services. You have the ultimate responsibility to configure and administer the Previdence services. Your provision of Managed Services remains subject to the following limitations (and any other limitations in the Services Terms):

(i) you may not resell or redistribute the Previdence services, and

(ii) you may not allow multiple users to access any Previdence services directly or indirectly or features that are made available on a per-user basis.

f. **Administrator Assumption of Control.** If you use an email address provided by an organization you are affiliated with (e.g., an employer or school) to order a Service as an individual, you represent that you have authority to use that organization's domain to sign up for a Subscription in your capacity as a member of that organization. The organization, as the owner of the domain associated with your email address, may assume control over and manage your use of the Services. In such a case, your organization's designated administrator (your "admin") may (i) control and administer your account, including modifying and terminating your access and (ii) access and process your data, including the contents of your communications and files. Previdence may inform you that your organization has assumed control of the Services covered by your Subscription, but Previdence is under no obligation to provide such notice. If your organization is administering your use of the Services or managing the tenant associated with your Subscription, direct your data subject requests and privacy inquiries to your administrator. If your organization is not administering your use of the Service or managing such tenant, direct your data subject requests and privacy inquiries to Previdence.

g. **Shared Directory Data.** When you order a Service using an email address with a domain provided by an organization you are affiliated with (e.g., an employer or school), the Service adds you to a directory of users that share the same email domain. Your directory data (name, date of signup, and email address and other information) may be visible to other users of Services within your organization's email domain.

h. **Additional Software for use with the Services.** To enable optimal access to and use of certain Services, you may install and use certain Software in connection with your use of the Service as described in the Services Terms. We license Software to you on a subscription basis; we do not

sell it to you. Proof of your software license subscription is (1) this agreement, (2) any order confirmation, and (3) proof of payment. Your rights to access Software on any device do not give you any right to implement Previdence patents or other Previdence intellectual property in software or devices that access that device.

5. OWNERSHIP OF CONTENT AND SERVICES

a. Intellectual Property Ownership. You hereby agree that Previdence owns all right, title, and interest, including all related intellectual property rights, in and to the Previdence technologies, the Content, and the Service and any suggestions, ideas, enhancement request, feedback, recommendations, or other information provided by you or any other party relating to the Service. You agree that this Agreement is not a sale and does not convey to you any rights of ownership in, or related to, the Services, the Previdence technologies, or the intellectual property rights owned by Previdence including patent rights or trademark rights. The Previdence name, the Previdence logo, and the product names associated with the Services are trademarks of Previdence or third parties, and all rights associated with these trademarks are reserved by Previdence.

6. PURCHASING AND PAYMENT

a. Payment Authorization. When you provide payment information to Previdence or to one of its payment processors, you represent to Previdence that you are the authorized user of the card, PIN, key, or account associated with that payment, and you authorize Previdence to charge your credit card or to process your payment with the chosen third-party payment processor for any Subscription or other fees incurred by you in the use of third-party services or software. Previdence may require you to provide your address or other information in order to meet their obligations under applicable tax law.

b. Responsibility for Charges Associated with Your Account. As the account holder, you are responsible for all charges incurred, including applicable taxes, and all purchases made by you or anyone that uses your account, including your family or friends. If you cancel your account, Previdence reserves the right to collect fees, surcharges or costs incurred before cancellation. Any delinquent or unpaid accounts must be settled before Previdence will allow you to register again.

c. Available Subscription offers. Previdence subscriptions can be categorized as one or a combination of the following:

(i) Contract Offering or Subscription. You commit in advance to purchase a specific quantity of Services for use during a term and to pay upfront or on a periodic basis in advance of use. With respect to Previdence services, additional or other usage (for example, usage beyond your commitment quantity) may be treated as a Pay-per-usage Offering. Committed quantities not used during the term will expire at the end of the term.

(ii) Pay-per-usage Offering (also called Pay-As-You-Go). You pay based on actual usage in the preceding month with no upfront commitment. Payment is on a periodic basis in arrears.

(iii) Limited or Trial Offering. You receive a limited quantity of services for a limited term without charge (for example, as a trial Subscription or free account) or as part of another Previdence offering. Provisions in this agreement with respect to pricing, cancellation fees, payment, and data retention may not apply.

d. Ordering.

(i) By ordering or renewing a Subscription, you agree to the Offer Details for that Subscription. Unless otherwise specified in those Offer Details, Services are offered on an "as available" basis. You may place orders for your Affiliates under this agreement and grant your Affiliates administrative rights to manage the Subscription, but Affiliates may not place orders under this agreement. You also may assign the rights granted under Section 1.a. to a third party for use by that third party in your internal business. If you grant any rights to Affiliates or third parties with respect to Software or your Subscription, such Affiliates or third parties will be bound by this agreement, and you agree to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Products.

(ii) Some offers may permit you to modify the quantity of Services ordered during the Term of a Subscription. Additional quantities of Services added to a Subscription will expire at the end of that Subscription. If you decrease the quantity during a Term, we may charge you a cancellation fee for the decrease in quantity as described below in Section 3.b.

e. Pricing and Payment. Payments are due and must be made according to the Offer Details for your Subscription.

(i) For Contract Offering or Subscriptions, the price level may be based on the quantity of Services you ordered. Some offers may permit you to modify the quantity of Services ordered during the Term and your price level may be adjusted accordingly, but price level changes will not be retroactive. During the Term of your Subscription, prices for Services will not be increased, as to your Subscription, from those posted in the Portal at the time your Subscription became effective or was renewed, except where prices are identified as temporary in the Offer Details, or for Previews or Non-Previdence Products. All prices are subject to change at the beginning of any Subscription renewal.

(ii) For Pay-per-usage Offerings, pricing is subject to change at any time upon notice.

f. Renewal.

(i) Upon renewal of your Subscription, the terms and conditions of this agreement shall remain in force throughout the term of the renewal unless otherwise agreed upon by the parties.

(ii) For Commitment Offerings, you may choose to have a Subscription automatically renew or terminate upon expiration of the Term. Automatic renewal is pre-selected. You can change your selection at any time during the Term. If the existing Term is longer than one calendar month, we will provide you with notice of the automatic renewal before the expiration of the Term.

(iii) For Pay-per-usage Offerings, your Subscription will renew automatically for additional one-month terms until you terminate the Subscription.

g. Taxes. Prices are exclusive of any taxes unless otherwise specified on the invoice as tax inclusive. You must pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this agreement and which we are permitted to collect from you under applicable law. You will be responsible for any applicable stamp taxes and for all other taxes that you are legally obligated to pay including any taxes that arise on the distribution or provision of Products to your Affiliates. We will be responsible for all taxes based on our net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on our property ownership.

If any taxes are required to be withheld on payments you make to us, you may deduct such taxes from the amount owed to us and pay them to the appropriate taxing authority; provided, however, that you promptly secure and deliver an official receipt for those withholdings and other documents we reasonably request to claim a foreign tax credit or refund. You must ensure that any taxes withheld are minimized to the extent possible under applicable law.

7. TERM, TERMINATION, AND SUSPENSION.

a. **Agreement Term.** This agreement will remain in effect until the expiration, termination, or renewal of your Subscription, whichever is earliest or according to the Contract.

b. **Subscription Termination.** You may terminate a Subscription at any time during its Term; however, you must pay all amounts due and owing before the termination is effective.

(i) Subscriptions. If you terminate a Subscription to Previdence Services within 30 days of the date on which the Subscription became effective or was renewed, no refunds will be provided, but no payments will be due for the remaining portion of the terminated Subscription. If you terminate a Subscription to Previdence services at any other time during the term, you must pay for the remainder of the Term, and no refunds will be provided.

(ii) Other Subscriptions. For all other Subscriptions, if you terminate a Subscription before the end of the Term, you must pay a fee equal to one-month's Subscription fee and you will receive a refund of any portion of the Subscription fee you have paid for the remainder of the Term; provided, however, no refunds will be provided for partially unused months.

c. **Suspension.** We may suspend your use of the Services if: (1) it is reasonably needed to prevent unauthorized access to Customer Data; (2) you fail to respond to a claim of alleged infringement under Section 5 within a reasonable time; (3) you do not pay amounts due under this agreement; (4) you do not abide by the Acceptable Use Policy or you violate other terms of this agreement; or (5) for Limited Offerings, the Subscription becomes inactive from your failure to access the Services as described in the Offer Details. If one or more of these conditions occurs, then:

(i) For Limited Offerings, we may suspend your use of the Services, your Subscription, and your account immediately without notice.

(ii) For all other Subscriptions, a suspension will apply to the minimum necessary part of the Services and will be in effect only while the condition or need exists. We will give notice before we suspend, except where we reasonably believe we need to suspend immediately. We will give at least 30 days' notice before suspending for non-payment. If you do not fully address the reasons for the suspension within 60 days after we suspend, we may terminate your Subscription and delete your Customer Data without any retention period. We may also terminate your Subscription if your use of the Services is suspended more than twice in any 12-month period.

8. WARRANTIES.

a. **Disclaimers**. To the maximum extent permitted by applicable law, Previdence and its affiliates and service providers expressly disclaim (i) any warranty for Previdence, the Content and Services, and the Subscriptions, and (ii) any common law duties with regard to Previdence, the Content and Services, and the Subscriptions. Previdence, the Content and Services, the Subscriptions, and any information available in connection therewith are provided on an "as is" and "as available" basis, "with all faults" and without warranty of any kind, either express or

implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or noninfringement. any warranty against infringement that may be provided in section 2-312 of the United States uniform commercial code and/or in any other comparable state statute is expressly disclaimed. Also, there is no warranty of title, non-interference with your enjoyment, or authority in connection with Previdence, the Content and Services, the Subscriptions, or information available in connection therewith. Any warranty against infringement that may be provided in section 2-312 of the United States Uniform Commercial Code is expressly disclaimed.

b. Limitation of Previdence Liability.

(i) We will use reasonable endeavors to remedy faults in the Products. If we fail to comply with these Service Terms, your sole and exclusive remedies and our entire obligation and liability to you will in no circumstances exceed the greater of (i) the actual amount paid by you for the products in question; or (ii) the amount actually received by Previdence under Previdence's insurance policies to the extent such insurance claims are attributable to liabilities or losses arising under this Agreement and related to the products in question in addition, we will not be liable for:

1. Faulty operation of computers during the registration process or during completion of a subscription or during the transmission of any data and/or for incorrect or overly slow transmission of data by the internet provider and/or any damage that occurs due to information submitted by you not being received by us or not being received promptly or not being considered, as a consequence of technical faults with our software or hardware (whether or not they are within or outside of our control).
2. Any loss or damage due to viruses or other malicious software that may infect your Device, computer equipment, software, data, or other property caused by you accessing, using, or downloading from the Products, or from transmissions via emails or attachments received from us, except to the extent arising from or related to Previdence's breach of its obligations under this agreement.
3. Any websites linked to the Products but operated by third parties.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, each of Previdence, its licensors, and its affiliates' liability shall be limited to the full extent permitted by law.

c. TO THE FULLEST EXTENT PERMITTED BY LAW, PREVIDENCE AND ITS AFFILIATES, SUPPLIERS, CLIENTS OR LICENSORS (COLLECTIVELY, THE "PROTECTED ENTITIES") SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE PRODUCTS OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO, YOUR PROVISION OF INFORMATION VIA THE PRODUCTS, OR LOST BUSINESS OR LOST SALES, OR ANY ERRORS, VIRUSES OR BUGS CONTAINED IN THE PRODUCTS, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILTY OF SUCH DAMAGES. IN NO EVENT SHALL THE PROTECTED ENTITIES BE LIABLE FOR OR IN CONNECTION WITH ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF

ANY USER OR OTHER PERSON OR THROUGHOUT THE PRODUCTS. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE PROTECTED ENTITIES TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THESE TERMS OF USE OR YOUR USE OF THE PRODUCTS EXCEED THE GREATER OF: (i) THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS IN QUESTION; OR (ii) THE AMOUNT ACTUALLY RECEIVED BY PREVIDENCE UNDER PREVIDENCE'S INSURANCE POLICIES, TO THE EXTENT SUCH INSURANCE CLAIMS ARE ATTRIBUTABLE TO LIABILITIES OR LOSSES ARISING UNDER THIS AGREEMENT AND RELATED TO THE PRODUCTS IN QUESTION.

d. Without limitation of Previdence's direct liability to you arising from Previdence's breach of this agreement, and notwithstanding any other provisions to the contrary, you assume full responsibility for your own use of the Products. In no event shall Previdence be liable to you, your heirs, or assigns or to any third party for any loss, death, damage, or bodily injury that you suffer, or that you cause to any third party, in connection with your use of the Products or other activities you undertake in connection with your use of the Products.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so, the above limitation or exclusion may not apply to you.

9. ARBITRATION

DISPUTE RESOLUTION AND BINDING ARBITRATION PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY, AS THEY REQUIRE YOU TO ARBITRATE DISPUTES WITH PREVIDENCE, AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM PREVIDENCE INCLUDING A LIMITATION ON THE RIGHT TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM.

a. Applicability of Arbitration Agreement. All disputes arising out of, relating to, or in connection with these Terms or your use of the Products that cannot be resolved informally or in small claims court will be resolved through binding arbitration on an individual basis, except that you and Previdence are not required to arbitrate any dispute in which either party seeks equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents.

b. Arbitration Rules. The Federal Arbitration Act governs the interpretation and enforcement of this dispute-resolution provision. Arbitration will be initiated through the American Arbitration Association ("AAA"). If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. The rules of the arbitral forum will govern all aspects of this arbitration, except to the extent those rules conflict with these Terms. The AAA Consumer Arbitration Rules ("AAA Rules") governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration will be conducted by a single neutral arbitrator.

If the claim is for $10,000 or less, the party initiating the arbitration may choose whether the arbitration will be conducted (1) solely on the basis of documents submitted to the arbitrator; (2) through a non-appearance based telephonic hearing; or (3) by an in-person hearing as established

by the AAA Rules in the county of your billing address. In the case of an in-person hearing, the proceedings will be conducted at a location which is reasonably convenient for both parties with due consideration of the ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by the arbitration institution.

Your arbitration fees and your share of arbitrator compensation will be limited to those fees set forth in the AAA Rules with the remainder paid by Previdence. If the arbitrator finds that either the substance of your claim or the relief sought in the arbitration is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse Previdence for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

c. Authority of Arbitrator. The arbitrator will have exclusive authority to decide the jurisdiction of the arbitrator, including any unconscionability challenge or other challenge that the arbitration provision or the Agreement is void, voidable, or otherwise invalid. The arbitrator shall also have the exclusive authority to determine the rights and liabilities, if any, of you and Previdence. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award all remedies available under applicable law, the arbitral forum's rules, and the Terms. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Previdence.

d. Jury Trial Waiver. Except where not permitted by law, you and Previdence waive any constitutional and statutory rights to go to court and have a trial in front of a judge or a jury. Rather, you and Previdence elect to have claims and disputes resolved by arbitration. In any litigation between you and Previdence over whether to vacate or enforce an arbitration award, you and Previdence waive all rights to a jury trial and elect instead to have the dispute be resolved by a judge.

e. Class Action Waiver. WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND PREVIDENCE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR CONSOLIDATED ACTION. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor Previdence are entitled to arbitration; instead, all claims and disputes will be resolved in a court of law.

f. Opt-out. YOU MAY OPT-OUT OF THIS ARBITRATION AGREEMENT. If you do so, neither you nor Previdence can force the other to arbitrate. To opt-out, you must notify Previdence in writing no later than 30 days after first becoming subject to this arbitration agreement. Your notice must include your name and address, and the email address you used to set up your Previdence account (if you have one), and an unequivocal statement that you want to opt-out of this arbitration agreement. You must send your opt-out notice to one of the following physical or

email addresses: Previdence, Inc., ATTN: Arbitration Opt-out, 5685 So. 1475 E. Suite 2B, South Ogden, UT 8440; ADR@Previdence.com

g. Public Injunction Exclusion. Notwithstanding the foregoing, you may pursue a claim for public injunctive relief either in court or through arbitration.

h. Arbitration Agreement Survival. This arbitration agreement will survive the termination of your relationship with Previdence.

10. EXCLUSIVE VENUE

a. To the extent the parties are permitted under these Terms to initiate litigation in a court, both you and Previdence agree that all claims and disputes arising out of or relating to the Terms, or the use of the Products will be litigated exclusively in the United States District Court of Utah. If, however, that court would lack original jurisdiction over the litigation, then all claims and disputes arising out of or relating to the Terms or the use of the Products will be litigated exclusively in the Superior Court of Utah, Salt Lake County. You and Previdence consent to the personal jurisdiction of both courts.

11. INDEMNITY BY YOU

a. You agree to defend, indemnify and hold Previdence and its directors, officers, members, investors, managers, employees and agents harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from (i) your negligent, reckless, or willful misuse of the Products, or any other of your gross negligence or willful misconduct, (ii) your placement or transmission of any message, content, information, software, or other submissions through the Products, (iii) any third-party claims of bodily injury, death, or damage to real or tangible personal property caused by your negligent or more culpable acts or omissions related to your use of the Products; or (iv) your breach or violation of the law or of these Terms. Previdence reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Previdence defense of such claim.

12. MISCELLANEOUS

a. Notices. Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Previdence must be sent to the following address:

Previdence Corporation
5685 South 1475 East, Suite 2B
South Ogden, UT 84403
USA

Notices will be sent to the address that you identify on your account. Previdence may send notices and other information to you by email or other electronic form.

b. License Subscription Transfers and Assignment. You may not assign this agreement either in whole or in part or transfer license subscriptions without consent from Previdence.

c. Consent to Partner Fees. When you place an order, you may be given the opportunity to identify a "Partner of Record" associated with your subscriptions. By identifying a Partner of Record,

directly or by authorizing a third party to do so, you consent to our paying fees to the Partner of Record. The fees are for pre-sales support and may also include post-sales support. The fees are based on, and increase with, the size of your order. Our prices for services are the same whether you identify a Partner of Record or not.

d. Severability. If any part of this agreement is held unenforceable, the rest remains in full force and effect.

e. Waiver. Failure to enforce any provision of this agreement will not constitute a waiver.

f. No Agency. This agreement does not create an agency, partnership, or joint venture.

g. No Third-Party Beneficiaries. There are no third-party beneficiaries to this agreement.

h. Applicable Law and Venue. This agreement is governed by Utah law, without regard to its conflict of laws principles, except that (i) if you are a United States Government entity, this agreement is governed by the laws of the United States, and (ii) if you are a state or local government entity in the United States, this agreement is governed by the laws of that state. PLEASE NOTE THAT THESE TERMS CONTAIN AN ARBITRATION CLAUSE. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THE ARBITRATION CLAUSE, YOU AND PREVIDENCE AGREE THAT DISPUTES RELATING TO THESE TERMS OR YOUR USE OF THE PRODUCTS WILL BERESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

i. Entire agreement. This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this Previdence Subscription Agreement, (2) the Services Terms, (3) the applicable offer details, and (4) any other documents in this agreement.

j. Survival. The terms in Sections 3.c., 3.d., 5, 6.b. and 8 will survive termination or expiration of this agreement.

k. Force Majeure. Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control such as pandemics, fire, explosion, power blackout, internet service delays or outages, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Services). This Section will not, however, apply to your payment obligations under this agreement.

l. Contracting Authority. If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf. If you specify an entity, or you use an email address provided by an entity you are affiliated with (such as an employer) in connection with a Subscription purchase or renewal, that entity will be treated as the owner of the Subscription for purposes of this agreement.

m. Government Customers. Government customers should consult with Previdence prior to acceptance. By accepting this agreement, you represent that you have complied and will continue to comply with all applicable laws and governmental procurement requirements.

13. DEFINITIONS

a. "Acceptable Use Policy" is set forth in the Previdence Acceptable Use Policy and Services Terms.

b. "Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Content" means any data, information, or material available on the Previdence Portal or made available to you while using the Services. This can include but is not limited to audio, video, articles, educational content, blog entries, and user generated content and materials.

c. "Customer Data" is defined in the Services Terms.

d. "Customer Solution" is defined in the Services Terms.

e. "Day" is any reference in this agreement and means a calendar day.

f. "End User" means any person you permit to access Customer Data hosted in the Services or otherwise use the Services, or any user of a Customer Solution.

g. "Management Console" means the software user interface where customers manage their subscriptions and users.

h. "Managed Service Solution" means a managed IT service you provide to a third party that consists of the administration of and support for Previdence services.

i. "Offer Details" means the pricing and related terms applicable to a Subscription offer, as published in the Portal.

j. "Pay-per-usage Offering," "Contract Offering or Subscription," or "Limited Offering" describe categories of Subscription offers and are defined in Section 2.

k. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

l. "Portal" means the Services' respective web sites that can be found at http://www.previdence.com, or at an alternate website we identify.

m. "Previdence services" is defined in the Services Terms.

n. "Previews" means preview, beta, or other pre-release version or feature of the Services or Software offered by Previdence to obtain customer feedback.

o. "Product" means any Service (including any software).

p. "Non-Previdence Product" is defined in the Online Services Terms.

q. "Services" means any of the Previdence-hosted services to which you subscribe under this agreement.

r. "Services Terms" means the terms that apply to your use of the products available in the Previdence Mental Health Platform. The Services Terms include terms governing your use of Products that are in addition to the terms in this agreement.

s. "SLA" means the Service-Level Agreement or commitments we make regarding delivery and/or performance of our Services.

t. "Subscription" means an enrollment for Services for a defined Term as specified by the subscription you purchase. You may purchase multiple Subscriptions, which may be administered separately, in which case will be governed by the terms of a separate Previdence Subscription Agreement.

u. "Term" means the duration of a Subscription (e.g., 30 days or 12 months).

Exhibit "A"



Proposal for Syracuse Fire and Police Departments
October 4, 2021

Services Description	Retail Rate	Discount	Price After Discount	Estimated Quantity	Frequency	Estimated Annual	* Initial for acceptance
PERSONNEL ASSESSMENTS							
Staff (civilian) Bi-Annual Assessments	$399	55%	$179.55	4	Twice Annually	$718.20	
Staff (non civilian/sworn) Bi-Annual Assessments	$399	55%	$179.55	62	Twice Annually	$11,132.10	
High Exposure Team Members (highly recommended, 2 additional quarterly assessments)	$399	55%	$179.55		Quarterly	$0.00	
Peer Support/CISM Members (recommended, 2 additional quarterly assessments)	$399	55%	$179.55		Quarterly	$0.00	
IMMEDIATE FAMILY ASSESSMENTS ***(spouse or child/stepchild)***	$399	**100%**	**$0.00**	**198**		**$35,550.90**	No Cost
RETIREE ASSESSMENTS (and spouse)	$399	**100%**	**$0.00**	**20**		**$3,555.09**	No Cost
PEER SUPPORT/CISM							
Initial set up	$1,500	0%	$1,500.00			$0.00	
Previdence Peer Counseling Certification (per attendee)	$325	25%	$243.75			$0.00	
Custom-Tailored Peer Support Training	$1,000	55%	$450.00			$0.00	
ADMINISTRATIVE IN-PERSON REPORT							
Working Lunch**			$500.00			$0.00	
Cells in blue can be adjusted by client				**Total Cost**		**$11,850.30**	
CRITICAL INCIDENTS							
Previdence Crisis Response Team (PCRT)	$1200/ ptm/day			As Needed		TBD	TBD
CONSULTING AS REQUESTED							
Previdence Expert Consultant (Hourly Rate)	$500			As Needed		TBD	TBD

* Typed or written initials constitutes an approval of specific line item