



SYRACUSE CITY

Syracuse City Council Special Business Meeting ****AMENDED****

November 16, 2021 – 6:00 p.m.

In-Person Location: Syracuse City Hall, 1979 W. 1900 S.

Large Conference Room

Electronic: Via [Zoom Meeting](#)

Connect via telephone: +1-301-715-8592 US, meeting ID: 883 4742 2178

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 16, 2021. Comments submitted by the deadline will be read for the record of the meeting.*)
3. ****Authorize Administration to execute First Amendment to Real Estate Purchase Agreement with Fieldstone Construction and Management Services, Inc. (5 min.)** *Council discussion, if necessary, will commence with Councilmember Savage.***
4. Canvass and consideration of certification of the results of the Syracuse City General Election held November 2, 2021. (10 min.) *Council discussion, if necessary, will commence with Councilmember Bingham.*
5. Mayor/Council announcements.
6. 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 15<sup>th</sup> 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 15, 2021.

CASSIE Z. BROWN, MMC  
SYRACUSE CITY RECORDER



# COUNCIL AGENDA

November 16, 2021

## Agenda Item #3

Canvass and consideration of certification of the results of the Syracuse City General Election held November 2, 2021.

### ***Factual Summation***

- Any questions regarding this item can be directed at City Recorder Cassie Brown.

### ***Background***

The Syracuse City General Election was held November 2, 2021; the election was conducted using a vote-by-mail hybrid approach whereby all registered voters were mailed a ballot in advance of the General Election with the option of returning that ballot via mail, via a ballot box at City Hall, or surrendering it on Election Day to vote in person at the Syracuse Library.

Attached are the unofficial results of the General Election; official results will be available the day of the canvass prior to the start of the City Council meeting.

### ***Staff Proposal***

***Certify the results of the Syracuse City Primary Election held November 2, 2021. (roll call vote)***

## Syracuse City Mayor

Vote For 1

|                  | TOTAL |
|------------------|-------|
| DAVE MAUGHAN     | 2,904 |
| MICHAEL GAILEY   | 2,458 |
| Total Votes Cast | 5,362 |
|                  |       |

## Syracuse City Council

Vote For 2

|                  | TOTAL |
|------------------|-------|
| JORDAN B. SAVAGE | 3,092 |
| JENNIFER CARVER  | 2,309 |
| PAUL WATSON      | 2,254 |
| BRETT D. CRAGUN  | 2,186 |
| Total Votes Cast | 9,841 |



# COUNCIL AGENDA

## November 16, 2021

**Agenda Item #4**      Approval of First Amendment to Real Estate Purchase Agreement with Fieldstone Construction and Management Services, Inc.

### ***Background***

- The City and Fieldstone entered into a purchase agreement on May 13, 2021 to sell property to Fieldstone.
- In the original purchase agreement, the parties agreed to work together on the access easements across Rocky Mountain Power (RMP) property to access 1000 West. The alignment for that easement has been identified and is included in Exhibit 'A' of the amendment.
- Since RMP has final say on the location of the easement, Fieldstone needs extra time to allow RMP to give final approval.

### ***Amendment***

The amendment outlines the following:

- The responsibilities of each party as it pertains to the costs of constructing the access roads to the property.
- The ability for Fieldstone to construct the City's access drive to the cemetery expansion property, with reimbursement from the City.
- Extends the closing date for the sale to December 17, 2021.

### ***Action Item***

Vote on whether to approve the First Amendment to Real Estate Purchase Agreement with Fieldstone Construction and Management Services, Inc.

**FIRST AMENDMENT TO  
REAL ESTATE PURCHASE AGREEMENT**

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT (“**Amendment**”) is made as of the date indicated on the signature page (the “**Effective Date**”), by and between SYRACUSE CITY, a municipality and political subdivision of the State of Utah (“**Seller**”), and FIELDSTONE CONSTRUCTION AND MANAGEMENT SERVICES, INC., a Utah corporation, or assigns (“**Buyer**”).

**RECITALS**

A. Buyer and Seller are parties to that certain Real Estate Purchase Agreement dated May 13, 2021 (“**Purchase Agreement**”), wherein Seller agreed to sell, and Buyer agreed to purchase certain real property located in Clearfield City, Davis County, Utah, as more particularly described and depicted in the Purchase Agreement.

B. Buyer and Seller desire to amend the Purchase Agreement, as set forth in this Amendment.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants set forth below in this Amendment, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Defined Terms. Capitalized terms used in this Amendment which are not otherwise defined herein shall have the same meanings given to such terms in the Purchase Agreement.

2. Access Easement. As contemplated by Section 1.2 of the Purchase Agreement, the parties acknowledge and agree that the location of the Access Easement on and over the property between 1000 West and the Retained Property is generally depicted on **Exhibit A** of this Amendment (“**Access Easement Area**”). The parties acknowledge and agree that Rocky Mountain Power has the final say in the location and configuration of the Access Easement and modifications to the Access Easement Area may be necessary. Seller shall be responsible for all costs and expenses associated with the portion of the roadways and improvements constructed and/or installed in connection with the area depicted in **Exhibit B** as “**City Contribution Area**.” To the extent said roadways and improvements of the City Contribution Area are constructed and/or installed by Buyer, Seller shall, within thirty (30) days of Buyer’s written request to Seller, reimburse Buyer for all costs and expenses incurred by Buyer in connection with said construction and installation. At Closing, the parties agree that Escrow Holder shall holdback from the Purchase Price an amount equal to \$\_\_\_\_\_.00 (“**Escrow Holdback**”) to be held in trust and escrow and only disbursed in accordance with the instructions set forth herein. Buyer shall have the right to periodically draw upon the Escrow Holdback for payment and reimbursement of fees, costs, and expenses incurred by Buyer in connection with the construction and installation of improvements on the City Contribution Area. Upon mutual written confirmation from Seller and Buyer to Escrow Holder that Seller has fully and completely reimbursed Buyer in accordance with

this section, Escrow Holder shall release the remaining balance of the Escrow Holdback (if any) to Seller. The amount of the Escrow Holdback shall in no way limit or reduce Seller's reimbursement obligations or responsibilities under this section. This section shall survive Closing and the recording of the Deed.

3. Extension of Closing Date. Section 6.2 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

6.2 Closing Date. Close of Escrow shall occur on or before December 17, 2021; provided that the date upon which the Closing actually takes place, or if more than one (1) day is required to complete the Closing, the date upon which the Closing is actually accomplished, shall be deemed and considered the "**Closing Date.**" "**Close of Escrow**" means the date on which the Deed transferring title to the Property to Buyer, as well as the Access Easement, are recorded in the office of the County Recorder.

4. Amendment to Purchase Agreement. To the extent that the terms and conditions of this Amendment modify or conflict with any provisions of the Purchase Agreement, including prior addenda, amendments, schedules and exhibits, the terms of this Amendment shall control. This Amendment is incorporated in and supersedes all terms of the Purchase Agreement only with regard to the items addressed herein. All other terms of the Purchase Agreement, including all prior addenda, amendments, schedules and exhibits, not modified by this Amendment shall remain unchanged and in full force and effect.

5. Multiple Counterparts. This Amendment may be executed in a number of identical counterparts which may be exchanged by traditional or electronic means. Each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

EXECUTED this \_\_\_\_\_ day of November, 2021.

**SELLER:**

SYRACUSE CITY,  
a municipality and political subdivision of the State of Utah

By: \_\_\_\_\_

Name: Michael Gailey

Its: Mayor

Attest: \_\_\_\_\_

Name: Cassie Brown

Title: City Recorder

**BUYER:**

FIELDSTONE CONSTRUCTION AND MANAGEMENT  
SERVICES, INC., a Utah corporation

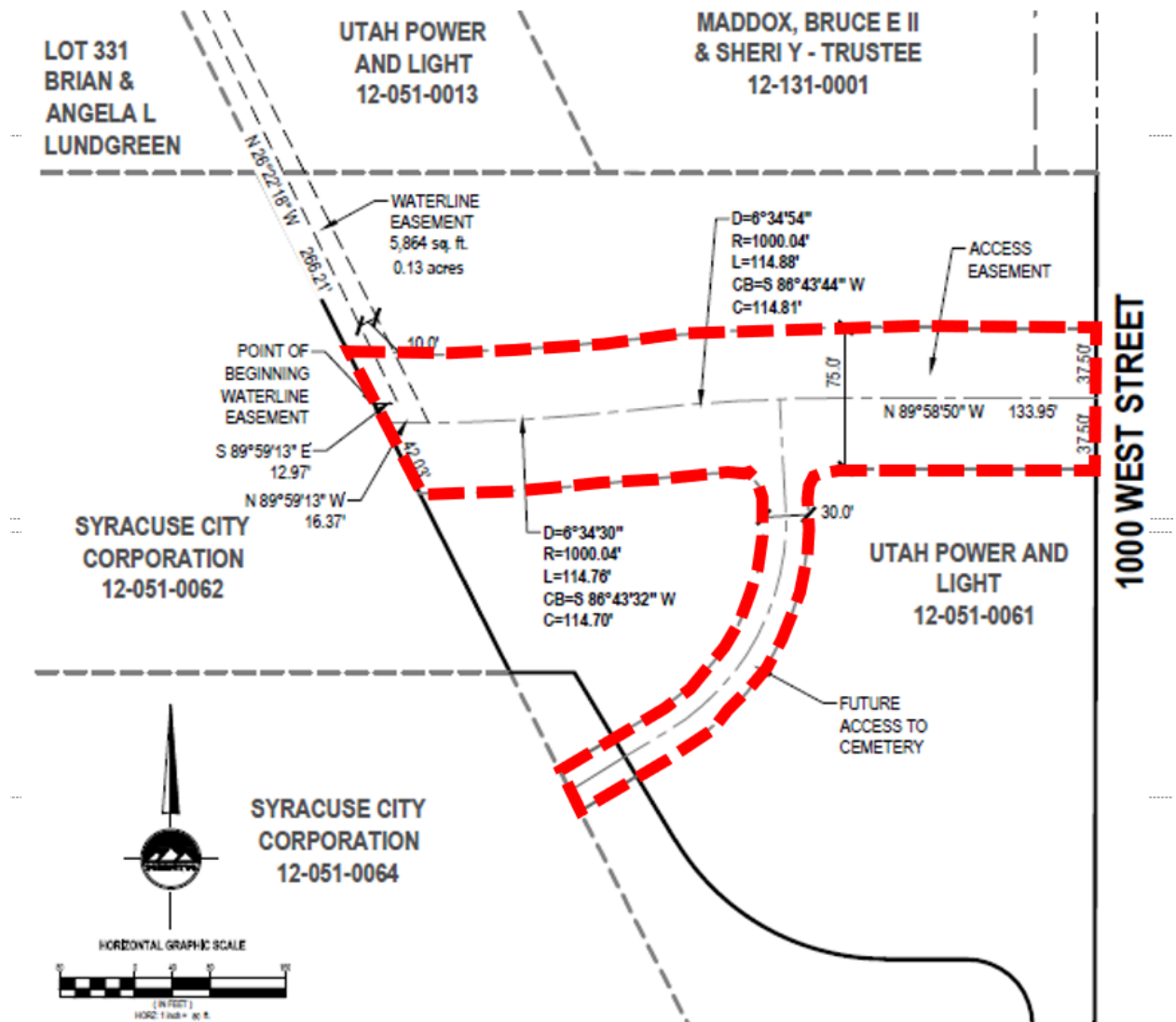
By: \_\_\_\_\_

Name: Jason Harris

Its: Assistant Secretary

## EXHIBIT A

(Depiction of Access Easement)



## EXHIBIT B

(City Contribution Area)

