SYRACUSE CITY

Syracuse City Council Business Meeting
July 12, 2022 – 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: 857 6057 9445
Streamed on Syracuse City YouTube Channel

1. Meeting called to order
   Invocation or thought
   Pledge of Allegiance
   Adopt agenda
2. Request to be on the agenda:
   a. Introduce of new Fire Department employees and administration of the Oath of Office.
3. 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.gov, by 4:00 p.m. on July 12, 2022. Comments submitted by the deadline will be read for the record of the meeting.*)
4. Approval of Minutes: (2 min.)
   a. Work Session of May 24, 2022.
   b. Business Meeting of June 14, 2022.
   c. Special Redevelopment Agency (RDA) Meeting of June 14, 2022.
   d. Special Municipal Building Authority (MBA) Meeting of June 14, 2022.
5. Common consent: (2 min.)
   a. Proposed Resolution R22-28 authorizing the Mayor to execute an Interlocal Agreement with the Utah Department of Transportation (UDOT) and West Point City for corridor preservation.
   b. Appointments:
      i. Proposed Resolution R22-29 appointing Scott Shea and Dennis Johnson to the Syracuse City Planning Commission.
      ii. Proposed Resolution R22-30 appointing Appoint Aaron Johnson to the Architectural Review Board
      iii. Proposed Resolution R22-31 re-appointing Dan Merkling to the Disaster Preparedness Committee in an At-Large Seat and re-appointing Brigham Young to the Disaster Preparedness Committee in a District Service Seat.
6. Consideration and possible vote to add third At-Large Seat to the Disaster Preparedness Committee. (5 min.)
7. Proposed Ordinance 2022-15 amending the Syracuse City Zoning Map for property located at approximately 1700 S. Banbury Drive, Agriculture A-1 to Planned Residential Development (PRD) and General Commercial (GC). (10 min.)
8. Proposed Ordinance 2022-16 amending the Syracuse City Zoning Map for property located at approximately 1100 S. 1675 W. from R-2 Residential to R-3 Residential. (5 min.)
9. Proposed Ordinance 2022-17 amending Section 10.30.020(F)(1) of the Syracuse Municipal Code related to accessory building encroachment into front yards of cul-de-sac properties. (5 min.)
10. Potential land trade/sale to Ivory Land Corporation for property located at approximately 2325 S. 1230 W. (10 min.)
11. Continued Discussion on Good Landlord Program/Crime Free Housing Program. (10 min.)
12. Continued discussion regarding updates to General Plan moderate income housing elements in compliance with Utah House Bill (HB) 462. (10 min.)
13. General budget discussion and preparation for Truth in Taxation process; discussion regarding adjustment to salaries for elected officials. (10 min)
14. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes. (*Individuals wishing to provide public comment may do so via email to City Recorder Cassie Brown, cassieb@syracuseut.gov, by 4:00 p.m. on July 12, 2022. Comments submitted by the deadline will be read for the record of the meeting.*)
15. 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).
16. Mayor/Council announcements.
17. 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 7th day of July, 2022 at Syracuse City Hall on the City Hall Notice Board and at http://www.syracuseut.gov/. A copy was also provided to the Standard-Examiner on July 7, 2022.

CASSIE Z. BROWN, MMC
SYRACUSE CITY RECORDER
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COUNCIL AGENDA
July 12, 2022

Agenda Item **#2a** Oath of Office for Fire Department Personnel

- Chief Byington would like to introduce our newest full-time firefighters and have them sworn in by our City Recorder.
    - **Firefighter/Paramedic Joel Crawmer (Hired in May 2022)**
        - Has been employed with Syracuse City as a part-time firefighter since June 2018. He brings over 20 years of experience from Gold Cross Ambulance and Layton Fire Department.
    - **Firefighter/AEMT Tyler Fullmer (May 2022)**
        - Started his fire service career with Syracuse City when he was hired as a part-time firefighter in May 2021. He also brings experience from Weber Fire District.

Please join me in welcoming these awesome individuals into their new role in our fire department!

CITY COUNCIL AGENDA

July 12, 2022

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

Factual Summation

- Please see the draft minutes of the following meeting(s):
    a. May 24, 2022 City Council Work Session Meeting.
    b. June 14, 2022 City Council Special Business Meeting.
    c. June 14, 2022 Special Redevelopment Agency (RDA) Meeting.
    d. June 14, 2022 Special Municipal Building Authority (MBA) Meeting.

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

Minutes of the Syracuse City Council Work Session Meeting, May 24, 2022

Minutes of the Joint Work Session of the Syracuse City Council and Redevelopment Agency, held on May 24, 2022 at 6:00 p.m., in a hybrid in-person/electronic format via Zoom, meeting ID 857 6046 7124, in-person in the City Council Conference Room at 1979 W. 1900 S., 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.

Present: Councilmembers: Lisa W. Bingham
Jennifer Carver
Jordan Savage
W. Seth Teague
Paul Watson

DRAFT

Mayor Dave Maughan
City Manager Brody Bovero
Deputy City Recorder Marisa Graham

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

The purpose of the Work Session was to hear from Davis County Commissioner Kamalu; receive public comments; discuss the future of the DARE program; discuss a request from the Davis County Communities that Care (CTC) to display magnets on City vehicles; discuss operation of the Syracuse Island Splash Pad through the summer of 2022, and water conservation efforts; discuss the following Planning items:

1. Proposed Ordinance 2022-14 amending the Syracuse City General Plan Map for property located at approximately 1700 South Banbury Drive from Commercial to High-Density Residential. – tabled during the May 10, 2022 City Council business meeting.
2. Review of land use ordinance regarding farm animal keeping.
3. Continued discussion of potential boundary adjustment with West Point City. (
4. Discussion regarding intent to create a Community Development Project Area Plan for the area from 2000 West to 3000 West along the south side of State Road (SR)193.

Discuss proposed Interlocal Agreement for the billing and collection of fees for advanced life support services; discussion surplus property in the Fire Department; discuss proposed amendments to the Syracuse City Personnel Policy and Procedures Manual – accept for first reading; and participate in General discussion regarding Fiscal Year (FY) 2023 Tentative Budget.

Request to be on the agenda: Davis County Commissioner Kamalu

An Administrative staff memo explained each year, the Davis County Commission Office requests time on an agenda for each of the City Councils in Davis County. During these visits, the Commission sends one of its members to visit with the City Council, City Administration, and residents regarding any topic of interest. During this meeting, the Council will visit with Commissioner Kamalu. Commissioner Elliott may also be in attendance. Included in the meeting packet was a detailed listing of each Commissioner's assignments.

Commissioners Kamalu and Elliott reviewed the list of Commissioner assignments and engaged in high level discussion with the Mayor and Council regarding major construction projects in Davis County and matters of mutual interest/concern for both the City and County.

Public comments

Mayor Maughan stated that tonight's meeting agenda provided instructions for residents to email their public comments to City Recorder Brown by 5:00 p.m. tonight in order for them to be read into the record of the meeting. He invited staff to read any emailed public comments. There were no emailed public comments.

Mayor Maughan then invited in-person public comments.

Stan Penrod, former Police Syracuse City Police Officer, stated he is in attendance to hear the discussion regarding the future of the DARE program; the fact that this is a topic of discussion is very concerning to him. He served as a DARE Officer in the past and the program has evolved since its inception. It is a program that empowers kids and gives them tools to make good decisions on their own. Kids are faced with the use of drugs, alcohol, and cigarettes and the program gives them the tool to say no to temptations. The DARE program is a catalyst to life changing or life saving actions for kids. He has heard feedback from many students and parents about the impact the DARE program has had on their life in situations involving sharing of sexually explicit images via cell phones, physical abuse, and crime. He referenced a tragic child death several years ago in Syracuse and stated that at that time, the DARE program was not as solid as it is now; he often wonders if the program would have prevented that tragic loss of life. He stated there was a school shooting today and there will be more in the future; the last time there was a school shooting, he taught the DARE program the next day and the students talked to him about their fears of school shooting in their own school. The kids feel safer having a DARE officer in the school. He spoke about a letter that he received from the parent of a DARE student; the student was being touched inappropriately and after having learned about how to deal with that in the DARE program, she was able to confront her abuser and report the abuse. The letter concluded by speaking to the impact the DARE program has had on her and her

daughter. Officer Penrod concluded by emphasizing the DARE program is not about scaring kids into making a good choice; rather, it is about building relationships with the community.

Mayor Maughan stated that Officer Penrod is the most popular Officer in the history of Syracuse and that is largely due to his involvement in DARE. Mr. Penrod stated that Officer Pollard is also doing great things with the DARE program and helping students in Syracuse City and if the Council chooses to eliminate the program, they will be doing an unbelievable injustice to the community and, most of all, the children that benefit from the program. The impacts of the DARE program are real, and he asked that the Council not make decisions based upon available funding, but on the lasting impact of a very important program. Mayor Maughan thanked Mr. Penrod for his input.

Officer Josh Pollard also spoke to the importance of the DARE program to the community; he stated his dad is a retired DARE officer from Kaysville and that is why he applied to be the DARE officer in Syracuse. He is very invested in the success of the City and the DARE program contributes greatly to that success. It was very difficult to follow Officer Penrod as he is a 'legend' in the community. But, he is focused on building positive relationships in the community, and he has received many communications from teachers in the community about their desire for the DARE program to continue. He concluded by relaying a personal story about his own experience in Syracuse; shortly after being hired by the Police Department, he was dispatched to a residence where a 14-year-old girl was refusing to go to school and was threatening suicide with a kitchen knife. When he arrived on scene, he encountered the girl and her parents in the garage, and he began trying to speak to her about what was troubling her; she refused to talk to him and began shutting down emotionally. After a few minutes with no resolution, Officer Penrod arrived on the scene and approached the girl, calling her by name, and immediately engaged in a positive constructive conversation with her. As it tuns out, she was a student of the DARE program and due to the positive relationship, they had developed, the situation as resolved in a peaceful manner. This is one of the many instances where a DARE officer has positively impacted the community.

Discussion regarding future of DARE program.

A staff memo from the City Manager explained in February 2022, due to a staffing shortage and safety concerns, Syracuse Police Department redeployed the DARE officer to the Patrol division. The DARE position was discussed in the FY23 Budget Retreat. At that time, the City Council opted not to backfill for the DARE position for the 2022-2023 school year. Syracuse Police Department has offered the DARE program in the elementary schools for approximately 25 years as its primary form of public outreach; DARE was also taught at Syracuse Junior High School (SJHS) for approximately 20 years. The pandemic caused some disruptions in administering the program; it has not been taught at SJHS since the pandemic

forced remote learning. DARE has historically been offered to students in the 5th or 6th grade and again in the 7th grade (at SJHS). The program has changed over the years, but the current program involves 10 lessons. DARE "keepin' it Real" curriculum (the curriculum used by Syracuse Police Department) is an evidence-based program. DARE Evidence-Based Report. The DARE program, not including any funding related to the sworn officer who teaches the program, costs Syracuse City approximately $8,500.00 to operate; this cost will increase as more students and more elementary schools are added to the system. Syracuse Police Department is seeking long-term guidance from elected officials regarding the DARE program. The decision to temporarily suspend the program or permanently eliminate the program has impacts on the Department's staffing, vehicle assignment, training, and budgetary plans; this decision also impacts the schools and members of the community.

Mayor Maughan communicated that there is no intent, either from him or the Council, to eliminate the DARE program, but it is necessary to discuss the future of the program.

Chief Atkin then reviewed the staff memo, after which he engaged in discussion with Mayor and Council regarding the factors that contributed to the decision to pause the DARE program; the staffing levels of the Department the manner in which responsibilities have been shifted among exiting Officers; and current practices in other cities. The Council gave Chief Atkin direction to begin investing opportunities for revising the program when possible. Chief Atkin thanked the Council for their input and direction and indicated he will begin evaluating all staffing and equipment options available to him.

Discussion regarding request from Davis County Communities that Care (CTC) to display magnets on City vehicles.

A staff memo from the City Manager explained the CTC Coalition has requested permission to display the attached magnet signs on City vehicles as part of a public service educational campaign. The goals of this discussion are to consider the pros and cons of allowing the magnet signs on city vehicles and give the Administration direction.

Mayor Maughan stated he loves the CTC Coalition and the service they provide in the community, but his concern about this request is how to differentiate between this request and other groups that may ask permission for something similar.

Councilmember Teague stated that the CTC was granted funding to support the Parents Empowered educational campaign aimed at curbing underage alcohol consumption; they would like to place a magnet on City vehicles that helps to promote the program. There is a lot of great work being done by the CTC and they want to mobilize their community partners to assist in targeted advertisement. He asked for Council support to approve placement of the magnets on Police

vehicles for the summer months. The Council expressed their support for the placement of CTC magnets on Police vehicles; they also indicated they would be willing to consider similar requests from other organizations in the future and if it become necessary to consider a policy limiting the number of magnets that can be on any City vehicle at one time, they will deal with that issue when appropriate.

Discussion of operating the Syracuse Island Splash Pad throughout the summer of 2022, water conservation efforts.

A staff memo from the City Manager explained the current plan for the 2022 summer is to reduce the season for the splash pad to Memorial Day to August 20th. Typically, the season ends on Labor Day in September. This would reduce the season from 85 operating days to 72 days, approximately a 15% decrease from a typical year. The Syracuse Island Splash Pad is designed to operate like a public swimming pool, regarding the recirculating, treating, and reuse of the water. As such, the water is largely sanitized and reused rather than spent and drained to waste. Due to evaporation, maintenance, and patron usage of the water, the splash pad does require a periodic 'topping off' of the storage tank. This is an opportunity for the Council to discuss water usage at the splash pad and address any concerns expressed by the public.

Mayor Maughan indicated that since the publication of tonight's meeting materials, he has heard from three Councilmembers who have indicated they are still supportive of keeping the splash pad open this year. He noted that the City will work to publish information communicating the recirculating nature of the splash pad and plans to adjust the season's schedule.

Planning item: Proposed Ordinance 2022-14 amending the Syracuse City General Plan Map for property located at approximately 1700 South Banbury Drive from Commercial to High-Density Residential. – tabled during the May 10, 2022 City Council business meeting.

A staff memo from the Community and Economic Development (CED) Department explained Erik Craythorn of Q-2 LLC has applied to amend approximately .91 acres of the General Plan Map from Commercial to High Density Residential designation. This would be contiguous with the already-general-planned high-density area to the east. It would also preserve approximately .62 acres of Q-2 LLC owned land on the corner for future commercial development. The High-Density Residential designation anticipates a future zoning of PRD among others. The applicant desires to build townhomes using

the PRD zoning on this site that would be part of the larger proposed PRD townhome development. See attached concept plan. The total acreage of the entire project is proposed to be approximately 9.45 acres. Given the location of the site on a state highway, within the town center overlay, and being within 1/4 mile to a bus stop, the site would qualify for 12 units per acre under the PRD zoning should the zoning be granted. The proposed plan is at about 10 units per acre with a proposed 102 townhome units. All of the proposed townhomes are 2 stories except for 16 three story units in three buildings. The three-story units are proposed to be located near Antelope and none are located adjacent to single family homes. The process for a General Plan map amendment is for Planning Commission to provide a recommendation to City Council and to hold a public hearing. Then City Council will make the final vote to approve or deny the request. If the applicant is successful with the General Plan, next steps would be to request the PRD zoning which requires a development agreement that sets the architecture and preliminary plans. On May 10, 2022, the City Council briefly discussed the item, but then tabled it because the applicant informed council of a new design idea for the western side of the project that would include a parking lot instead of the proposed westernmost 7 townhome units. It is envisioned that the parking lot would be a shared lot between the residents of the townhome development, the city park patrons, and customers of the future commercial use that will someday be built on the corner. Since the proposed changes were a last-minute surprise, and since the proposal was not in the published staff report, the item was tabled for more discussion after staff had a chance to review the proposal more thoroughly. The new plan showing the parking lot is included in this report for review. The developer says he is willing to build the lot and grant access to the city in exchange for long term maintenance of the lot. This and any other necessary arrangements would be memorialized in a development agreement at the rezone stage of approvals. On April 5, 2022, the Planning Commission held a public hearing and voted to recommend approval of this item with a split 4-3 vote. There were many residents that expressed opposition to this and all of the other projects under construction. Concerns included traffic, growth, water, school capacity, etc. Planning Commission found that because the proposed General Plan amendment area did not have direct access or visibility from Antelope Drive, the commercial viability of the site was not good and therefore a two-story residential use would be the right fit.

CED Director Steele reviewed the staff memo and facilitated discussion among the Council regarding the implications of the General Plan amendment. There was a focusing on density of a project to be constructed if the General Plan and a subsequent zone change is approved; open space opportunities; general parking requirements; and commercial frontage on Antelope Drive. The Mayor concluded the discussion by determining there is consensus among a majority of the Council to proceed with taking action on the General Plan amendment application; he directed staff to include an action item on the next business meeting agenda.

Planning item: Review of land use ordinance regarding farm animal keeping.

A staff memo from the Community and Economic Development (CED) Department explained the city regulates farm animals on a points system. The larger the parcel, the more points that are allotted. Larger, smellier, or louder animals require more points and in turn acreage to properly mitigate the potential nuisances they may cause for neighbors. Please see attached ordinance. The goal of this discussion is to decide if the city is interested in pursuing a text amendment for 'mini' farm animals such as miniature horses and cows.

Mayor Maughan stated he has been contacted by residents who have asked for an adjustment to the points checklist in the City's land use code for mini farm animals in residential zones. Councilmember Carver stated she is opposed to adjusting the point system to allow mini farm animals on small residential lots; this led to brief discussion among the Council regarding the topic and the entire Council supported Councilmember Carver's position.

Planning item: Continued discussion of potential boundary adjustment with West Point City.

A staff memo from the Community and Economic Development (CED) Department explained because of the West Davis Corridor and 193 expansion project, there are 1.3 acres that have been bifurcated as the only West Point City area on the south side of 193. The area cannot be accessed except for through Syracuse City roads. Any development that occurs would need water, sewer, garbage, police, and fire services. It would be more efficient for Syracuse to provide those services since we are already providing them for the adjacent Trails Edge subdivision. The process for a boundary adjustment is slightly different from an annexation. The first step in the process would be for both cities to make resolutions of their desire to adjust the city boundaries. The goal of this discussion is to decide if the city is interested in pursuing a boundary adjustment with West Point City.

CED Director Steele reviewed the staff memo and facilitated review of a plat map to identify the parcels of property that West Point is willing to trade with Syracuse City. The Council indicated they are comfortable with the boundary adjustment and Mayor Maughan directed staff to proceed to the next legally required step in the boundary adjustment process.

Planning item: Discussion regarding intent to create a Community Development Project Area Plan for the area from 2000 West to 3000 West along the south side of State Road (SR) 193.

A staff memo from the Community and Economic Development (CED) Department explained there is a large block of mostly undeveloped land comprising approximately 280 acres of farmland and homes located along the south side of 193 between 2000 W and 3000 W. The majority of the land area is owned primarily by the Cook family and the LDS church. The city's general plan has identified the area as a prime location for large scale industrial land uses due to the large undeveloped parcels, easy access to state highways and the West Davis Corridor which will be completed soon. The city has received inquiries from manufacturing, distribution, and data centers in recent history. These uses would build large buildings that would provide property tax revenue to the city. They would also employ large numbers of jobs, which is also beneficial to our population. The main access point into the future development area will be the planned 2500 W. The road is designated as a 66' collector road on the city's Impact Fee Facilities Plan (IFFP). This north-south road would be the backbone of the development. It is anticipated that the road would be built in phases with the first phase to include the signalized intersections and about 1000 feet of the northern most portion of the road. This first phase would open up access to the land that would spur the anticipated industrial development. The road would not go through to 700 S until a future time. One of the tools the city has available to spur economic development is the Community Reinvestment Agency Act as detailed in Title 17C of Utah State Code. Community Reinvestment Agencies or (CRA) is similar to an RDA where tax increment can be used to finance needed infrastructure or offer incentives to companies to locate in the city. Once established, the property taxes that would be diverted to the Agency could be used to pay for transportation improvements such as 2500 W. In order to establish a CRA, the first step is for the city to make a resolution notifying the community and taxing entities of our intent to do a study of the project area. The city would then commission the study to establish the details of the proposed project area plan. Then, each affected taxing entity would need to sign a memorandum approving the requested percentage of tax increment diversion and also the requested duration of the diversion. The city would also need to make another resolution adopting the project area plan. Any formal agreements authorizing incentives for specific development in the area cannot be made until after the project area plan is approved and authorized by the affected taxing entities. Included in the packet is a draft resolution that if approved, would 'get the ball rolling' towards creating a project area. The goal of the discussion is to decide whether or not the resolution should be forwarded to the June 14 meeting for approval. Approval is also needed by the Board of Directors of the Syracuse City Redevelopment Agency.

CED Director Steele reviewed the staff memo and a map that identified the possible boundaries of a CRA project on the south side of SR-193. There was brief discussion regarding the process to create and the benefits of a CRA, after which the Council offered support for proceeding to the next step in the process.

Discussion of proposed Interlocal Agreement for the billing and collection of fees for advanced life support services.

A staff memo from the Fire Chief explained with the Davis County Sheriff's Office discontinuing paramedic services on December 31st, 2022, and Davis County fire agencies now beginning to provide this service, a new interlocal agreement regarding reimbursement is necessary. A document included in the meeting packet details how the City is to reimburse mutual aid agencies when they provide transporting paramedic services in our city as well as how we are to be reimbursed for providing the same service to our mutual aid partners. The goal of this discussion is to answer any questions and to move this agenda item forward to the business meeting for a vote.

Chief Byington summarized his staff memo; there was no discussion among the Council and the Mayor directed staff to include an action item on the next business meeting agenda to approve execution of the agreement.

Discussion regarding surplus property – Fire Department.

A staff memo from the Fire Chief explained the fire department is requesting to surplus their 2009 GMC Sierra 4500 Brush Truck. This vehicle is no longer in service and is being replaced as part of our fleet rotation. The new brush truck should be in service within the next couple of months. The fire department is also requesting to surplus their 2002 Pierce 75' Ladder Truck. This vehicle is still in service and is in the process of being replaced as part of our fleet rotation. The new ladder truck is anticipated to be completed and placed into service this Fall. The goal of this discussion is to answer any questions and to move this agenda item forward for approval.

Chief Byington summarized his staff memo; the Council offered support for proceeding with surplus action for the items listed in the staff memo.

Proposed amendments to the Syracuse City Personnel Policy and Procedures Manual – accept for first reading.

A memo from the Administrative Services Director explained periodically City Administration and Department Heads propose changes to the personnel policies and procedures manual. It has been a few years since our last update, and

we have several proposed changes. We present these changes to you for a first read with the goal of have a detailed discussion on the June 28th work session. Please read through and review the read line edits and be prepared to discuss this in detail in June. Here is a summary of edits:

- 3.040 – fixed typo – changed many to may
- 3.100 – Corrected website address
- 4.050 – added light duty language for fire fighters
- 5.030 – changed to allow department heads to pay wages up to midpoint/budgeted amount without needing prior approval.
- 5.090 (c) (iii) – changed that Law Enforcement employees will get paid OT after 80 hours
- 5.110 – added language to reference Holiday's in section 8.080
- 5.120 – Removed language saying exempting police and fire from on-call policy, since we do have some police that go on-call.
- 5.170 – Added Part-Time Fire Fighter Incentive Pay policy
- 5.180/5.190 – took out a reference that wasn't needed
- 7.040 – removed vision insurance since the City no longer offers it
- 7.120 – added cash in lieu policy
- 7.130 – added language to include mental health services for first responders
- 8.060 – changed wording of vacation accrual to fix confusion of when accrual actually gets bumped up.
- 8.070 (d) – added mental illness and therapist appointments as reasons that sick leave can be used
- 8.070 (g) – corrected Chapter reference
- 8.080 – Added Juneteenth as a Holiday
- 8.100 – Added language to specify that employee can use vacation, sick or holiday leave while on military leave.
- 8.120 – Corrected chapter reference
- 8.130 – changed title to bereavement leave. Adjusted language to address the new Utah bereavement leave law.
- 8.140 – added language to include miscarriage & stillbirths for funeral leave as per state code

- 9.040 – made changes to ensure policy includes remote working and also updated policy to be more inclusive. Also, added a language about maintaining safety.
- 13.100 (b) – changed language to address medical marijuana
- 13.100 (C) (1) – Added paramedic positions & Engineering Tech. & also changed format to match background check list.
- 14.130 (a) – Added Streets Maintenance Crew Leader & also changed format to match background check list.
- 15.010 (a) – changed language to match current practice that all ongoing volunteers will have a background check done and those who are required to have annual background checks.
- 15.010 (g) – Added Building Inspector
- 16.120 (b) – Updated where to go to get medical attention
- 16.130 – Specified that employees will not accrue leave while days away from work.
- 19.010 (g) (2) – Updated meal per diem rates to match the state. (Utah code R25-7-6)
- 19.030 – added an item to the list for emergency preparedness
- 20.030 – changed that 16-17 may operate a single deck mower instead of single blade mower
- 22.060 – Added language stating employees must comply with personal appearance policy while video conferencing and location requirements. Also, added language stating an employee can't telework out of state for longer than 30 days
- 25.120 – Added language stating that City Manager may delegate duties related to pre-disciplinary action hearings
- 25.130- Added language stating that City Manager may delegate duties related to disciplinary action.
- 25.140 – Removed positions that are not appointed by the Mayor Council and do not have severance pay coverage. So these positions will have merit protections.
- 26.060- Added language stating that employees that don't give 2 months' notice when retiring will not get sick leave payout.
- Appendix D&E – Added forms for Leave Donation Policy.

Administrative Services Director Marshall reviewed the memo and facilitated brief discussion of a few of the amendments included in the list; Councilmember Carver stated she is concerned about Section 9.100, which addresses secondary employment for City employees. City Manager Bovero noted there is no proposed amendment to that section of

the manual and Councilmember Carver stated she would like to discuss the issue in greater detail in the future. Councilmembers Bingham and Savage supported that request.

The Council then accepted the document for a first read and determined to take action on the proposed amendments during the next business meeting.

General discussion, Fiscal Year (FY) 2023 Tentative Budget.

Mayor Maughan stated there will be a placeholder on each work session agenda to allow for additional discussion of any budget item.

Councilmember Carver followed up on her request to compensate the City's volunteer that oversees the City's Youth Court. City Manager Bovero summarized the current organization of the Youth Court and discussed current levels of staff support. Councilmember Carver stated she is concerned about the losing the Youth Court Advisor if it is not possible to provide her with any compensation. Mr. Bovero stated that he will discuss the issue in greater detail with the Advisor and City staff to determine the best course of action to respond to the request for compensation. The Council briefly discussed the makeup of multiple volunteer committees/organizations in the City and asked staff to provide a follow-up report regarding the matter in a future meeting.

In closing there was a brief discussion about the property tax rate to be included in the budget; staff will advertise consideration of an increase to be determined by the Council, but during action on the final budget following the truth in taxation process, the Council can decide upon a lower rate.

The meeting adjourned at 7:50 p.m.

_____ _____

Dave Maughan
Mayor

Cassie Z. Brown, MMC
City Recorder

Date approved: _____

Minutes of the Syracuse City Council Regular Meeting, June 14, 2022.

Minutes of the regular meeting of the Syracuse City Council held on June 14, 2022, at 6:00 p.m., held in a hybrid in-person/electronic format via Zoom, meeting ID 879 2280 3440, in-person in the City Council Chambers at 1979 W. 1900 S., 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.

Present: Councilmembers: Lisa W. Bingham
Jennifer Carver
Jordan Savage
W. Seth Teague
Paul Watson

DRAFT

Mayor Dave Maughan
City Manager Brody Bovero
Deputy City Recorder Marsia Graham

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 Maughan 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 Bingham led the audience in the Pledge of Allegiance.

Mayor Maughan stated that it has been brought to his attention that two items listed on the agenda are no longer needed: item 10, adoption of a resolution of intent to adjust a common boundary with West Point City, and item 15, consideration of convening in a closed session. He asked that a motion to adopt the agenda include removal of those two items.

COUNCILMEMBER SAVAGE MOVED TO REMOVE ITEMS 10 AND 15 FROM THE AGENDA AND ADOPT THE AGENDA WITH THOSE CHANGES. COUNCILMEMBER TEAGUE SECONDED THE MOTION; ALL VOTED IN FAVOR.

2. Public comment:

Mayor Maughan 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. The City did not receive any emailed public comments.

Mayor Maughan invited in-person public comments.

There were no public comments.

3. Approval of minutes.

The following minutes were reviewed by the City Council: Work Session and Special Business Meeting of April 26, 2022, and the Regular Business Meeting of May 10, 2022.

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

4a. Authorize Administration to execute Interlocal Agreement for the billing and collection of fees for advanced life support services.

A staff memo from the Fire Department explained with the Davis County Sheriff's Office discontinuing paramedic services on December 31st, 2022, and Davis County fire agencies now beginning to provide this service, a new interlocal agreement regarding reimbursement is necessary. A document included in the meeting packet details how the City is to reimburse mutual aid agencies when they provide transporting paramedic services in our city as well as how the City is to be reimbursed for providing the same service to our mutual aid partners. Staff recommends the Council vote to authorize Mayor Maughan to execute the Interlocal Agreement regarding paramedic billing.

COUNCILMEMBER BINGHAM MADE A MOTION TO AUTHORIZE ADMINISTRATION TO EXECUTE INTERLOCAL AGREEMENT FOR THE BILLING AND COLLECTION OF FEES FOR ADVANCED LIFE SUPPORT SERVICES. COUNCILMEMBER CARVER SECONDED THE MOTION, ALL VOTED IN FAVOR.

4b. Authorize Administration to dispose of surplus property from the Fire Department.

A staff memo from the Fire Chief explained the fire department is requesting to surplus their 2009 GMC Sierra 4500 Brush Truck. This vehicle is no longer in service and is being replaced as part of our fleet rotation. The new brush truck should be in service within the next couple of months. The fire department is also requesting to surplus their 2002 Pierce 75' Ladder Truck. This vehicle is still in service and is in the process of being replaced as part of our fleet rotation. The new ladder truck is anticipated to be completed and placed into service this Fall.

COUNCILMEMBER BINGHAM MADE A MOTION TO AUTHORIZE ADMINISTRATION TO DISPOSE OF SURPLUS PROPERTY FROM THE FIRE DEPARTMENT. COUNCILMEMBER CARVER SECONDED THE MOTION, ALL VOTED IN FAVOR.

5. Public Hearing: Proposed Resolution R22-22 adopting the Tentative Budget as an Operating Budget for Fiscal Year 2022-2023 and continuing this Public Hearing in August to consider increasing the 2022 tax rate to a level to be determined, and to adopt a Final Budget.

A staff memo from the Administrative Services Director summarized State of Utah's Truth in Taxation process; as required by Utah Code Annotated 10-6-113, the governing body shall establish the time and place of a public hearing to consider its adoption and shall order that notice of the public hearing be published at least seven days prior to the public hearing. This requirement has been met since the City Council adopted the tentative budget on May 10th and set a public hearing on June 14, 2022, to consider adoption of the final budget. As required by Utah Code Annotated 10-6-118, "before the last June 22 of each fiscal period, or, **in the case of a property tax increase under Sections 59-2-919 through 59-2-923, before August 17 of the year for which a property tax increase is proposed**, the governing body shall by resolution or ordinance adopt a budget for the ensuing fiscal period for each fund for which a budget is required under this chapter. A copy of the final budget for each fund shall be certified by the budget officer and filed with the state auditor within 30 days after adoption."

The council is considering a truth in taxation process and raising property taxes by $1,210,000 to fund the second half of the paramedic program ($450,000) and to fund eight new full-time positions and one part-time position in the general fund ($760,000). Also included in this budget are benchmark adjustments based upon our revised recruitment and retention policy. Since the Council is considering increasing the tax rate above the county certified tax rate, it is considered a tax increase under state law and requires a truth in taxation process. The council will be required to continue this public hearing to August 9th to discuss increasing the tax rate. The city will be required to advertise in the newspaper once individually and once on a county combined advertisement the intent to increase taxes. This increase will be shown on the property tax bills sent to all residents during late July. The tax bill will show that a TNT meeting will be held and will give a date and time of the public hearing.

The memo concluded the action before the Council tonight is to consider adoption of the proposed Fiscal Year 2022-2023 Tentative Budget as an operating budget and continue public hearing to August 9, 2022 at 6:00 p.m. to consider increasing the tax rate in consideration of items noted above.

Mayor Maughan opened the public hearing at 6:05 p.m. There were no persons appearing to be heard and the public hearing was closed.

Administrative Services Director Marshall stated that since the publication of tonight's meeting packet, he has received the proposed certified tax rate from Davis County; considering the Council's intent to increase the tax rate, the number to be included in the adopted resolution and the Truth in Taxation notice is 0.001689.

COUNCILMEMBER TEAGUE MADE A MOTION TO ADOPT RESOLUTION R22-22 ADOPTING THE TENTATIVE BUDGET AS AN OPERATING BUDGET FOR FISCAL YEAR 2022-2023 AND CONTINUING THIS PUBLIC HEARING IN AUGUST TO CONSIDER INCREASING THE 2022 TAX RATE TO A LEVEL TO BE DETERMINED AND TO ADOPT A FINAL BUDGET. COUNCILMEMBER BINGHAM SECONDED THE MOTION, ALL VOTED IN FAVOR.

6. Proposed Resolution R22-25 authorizing and directing the participation rates of Syracuse City in the public employee's retirement system and the public safety retirement system for Fiscal Year 2022-2023

A staff memo from the Administrative Services Director explained each year, the city is required to certify the contribution rates that will be paid for retirement to Utah Retirement Systems (URS) for our full-time employees. These rates vary depending on which system the employees are in and when they were hired. We currently participate in 9 different retirement programs offered by URS. This includes our police, fire, and administrative staff as well as tier I and tier II employees.

Mr. Marshall reviewed the staff memo.

COUNCILMEMBER SAVAGE MADE A MOTION TO ADOPT RESOLUTION R22-25 AUTHORIZING AND DIRECTING THE PARTICIPATION RATES OF SYRACUSE CITY IN THE PUBLIC EMPLOYEE'S RETIREMENT SYSTEM AND THE PUBLIC SAFETY RETIREMENT SYSTEM FOR FISCAL YEAR 2022-2023. COUNCILMEMBER TEAGUE SECONDED THE MOTION, ALL VOTED IN FAVOR.

7. Public hearing: Proposed Resolution R22-23 amending the Syracuse City Consolidated Fee Schedule by making adjustments to the Storm Water Impact Fee and various utility rate fees.

A staff memo from the Administrative Services Director summarized the following proposed fee adjustments:

- Update the storm water impact fee from $8,967.37 to $9,217.00 based on the City's storm water impact fee analysis study.
- Changes to our utility rates as discussed through the budget process and detailed in the chart below:

Utility Fund	Rate Change	Description
Culinary Water	$0.35	Weber Basin Water pass-through costs for higher cost of water.
Secondary Water	$0.09	Rate Increases from water irrigation companies.
Park Maintenance Fund	$0.40	Increase rate to fund priorities in budget proposal.
Garbage Fund	$0.50	Increase cost with RFP for waste hauling services.
Secondary Fund Storm Fund Culinary Fund Sewer Fund	$0.16 $0.16 $0.16 $0.16	Fund new Public Works Inspector Positions.
Secondary Fund	$2.84	Fund 4 new Maintenance Worker Positions for secondary metering program mandate from state.
Sewer Fund	$0.18	Fund part-time admin assistant position.
Sewer Fund	$0.68	Fund full-time sewer maintenance worker position.
Secondary Fund Storm Fund Culinary Fund Garbage Fund Sewer Fund	$0.29 $0.21 $0.41 $0.03 $0.29	Fund revised recruitment and retention policy change proposal and insurance benefit increase.
Total Increase	**$6.91**	**Per user per month minimum**

Mr. Marshall reviewed the staff memo.

Mayor Maughan opened the public hearing at 6:40 p.m. There were no persons appearing to be heard and the public hearing was closed.

COUNCILMEMBER TEAGUE MADE A MOTION TO ADOPT RESOLUTION R22-23 AMENDING THE SYRACUSE CITY CONSOLIDATED FEE SCHEDULE BY MAKING ADJUSTMENTS TO THE STORM WATER

IMPACT FEE AND VARIOUS UTILITY RATES. COUNCILMEMBER SAVAGE SECONDED THE MOTION, ALL VOTED IN FAVOR.

8. Proposed Resolution R22-24 adopting the Syracuse City Wage Scale for Fiscal Year 2022-2023.

A staff memo from the Administrative Services Director explained The City Council approved the revised recruitment and retention policy in the May 10, 2022 council meeting. This agenda item is being discussed to align our wage scale document with the changes that were approved in the recruitment and retention policy. The updates to the wage scale will become effective for the new budget year starting July 1, 2022.

COUNCILMEMBER BINGHAM MADE A MOTION TO ADOPT RESOLUTION R22-24 ADOPTING THE SYRACUSE CITY WAGE SCALE FOR FISCAL YEAR 2022-2023. COUNCILMEMBER TEAGUE SECONDED THE MOTION, ALL VOTED IN FAVOR, WITH THE EXCEPTION OF COUNCILMEMBER CARVER.

Councilmember Carver stated that her opposing vote if based upon her concern that some wages are still too low.

9. Proposed Ordinance 2022-14 amending the Syracuse City General Plan Map for property located at approximately 1700 South Banbury Drive from Commercial to High-Density Residential.

A staff memo from the Community and Economic Development (CED) Department explained Erik Craythorn of Q-2 LLC has applied to amend approximately .91 acres of the General Plan Map from Commercial to High Density Residential designation. This would be contiguous with the already-general-planned high-density area to the east. It would also preserve approximately .62 acres of Q-2 LLC owned land on the corner for future commercial development. The High-Density Residential designation anticipates a future zoning of PRD among others. The applicant desires to build townhomes using the PRD zoning on this site that would be part of the larger proposed PRD townhome development. See attached concept plan. The total acreage of the entire project is proposed to be approximately 9.45 acres. Given the location of the site on a state highway, within the town center overlay, and being within 1/4 mile to a bus stop, the site would qualify for 12 units per acre under the PRD zoning should the zoning be granted. The proposed plan is at about 10 units per acre with a proposed 102 townhome units. All of the proposed townhomes are 2 stories except for 16 three story units in three buildings. The three-story units are proposed to be located near Antelope and none are located adjacent to single family homes. The process for a General

Plan map amendment is for Planning Commission to provide a recommendation to City Council and to hold a public hearing. Then City Council will make the final vote to approve or deny the request. If the applicant is successful with the General Plan, next steps would be to request the PRD zoning which requires a development agreement that sets the architecture and preliminary plans. On May 10, 2022, the City Council briefly discussed the item, but then tabled it because the applicant informed council of a new design idea for the western side of the project that would include a parking lot instead of the proposed westernmost 7 townhome units. It is envisioned that the parking lot would be a shared lot between the residents of the townhome development, the city park patrons, and customers of the future commercial use that will someday be built on the corner. Since the proposed changes were a last-minute surprise, and since the proposal was not in the published staff report, the item was tabled for more discussion after staff had a chance to review the proposal more thoroughly. The new plan showing the parking lot is included in this report for review. The developer says he is willing to build the lot and grant access to the city in exchange for long term maintenance of the lot. This and any other necessary arrangements would be memorialized in a development agreement at the rezone stage of approvals. On April 5, 2022, the Planning Commission held a public hearing and voted to recommend approval of this item with a split 4-3 vote. There were many residents that expressed opposition to this and all of the other projects under construction. Concerns included traffic, growth, water, school capacity, etc. Planning Commission found that because the proposed General Plan amendment area did not have direct access or visibility from Antelope Drive, the commercial viability of the site was not good and therefore a two-story residential use would be the right fit.

CED Director Steele reviewed his staff memo.

COUNCILMEMBER SAVAGE MADE A MOTION TO ADOPT ORDINANCE 2022-14 AMENDING THE SYRACUSE CITY GENERAL PLAN MAP FOR PROPERTY LOCATED AT APPROXIMATELY 1700 SOUTH BANBURY DRIVE FROM COMMERCIAL TO HIGH-DENSITY RESIDENTIAL. COUNCILMEMBER BINGHAM SECONDED THE MOTION, ALL VOTED IN FAVOR, WITH THE EXCEPTION OF COUNCILMEMBER WATSON.

10. Proposed Resolution R22-27, intent to adjust a common municipal boundary with West Point City

This item was removed from the agenda at the beginning of the meeting.

11. Proposed Resolution R22-26 approving comprehensive edits to the Syracuse City Personnel Policies and Procedures Manual.

A memo from the Administrative Services Director explained periodically City Administration and Department Heads propose changes to the personnel policies and procedures manual. It has been a few years since our last update and there are several proposed changes, which were presented to the Council during their May 24 work session meeting:

- 3.040 – fixed typo – changed many to may
- 3.100 – Corrected website address
- 4.050 – added light duty language for fire fighters
- 5.030 – changed to allow department heads to pay wages up to midpoint/budgeted amount without needing prior approval.
- 5.090 (c) (iii) – changed that Law Enforcement employees will get paid OT after 80 hours
- 5.110 – added language to reference Holiday's in section 8.080
- 5.120 – Removed language saying exempting police and fire from on-call policy, since we do have some police that go on-call.
- 5.170 – Added Part-Time Fire Fighter Incentive Pay policy
- 5.180/5.190 – took out a reference that wasn't needed
- 7.040 – removed vision insurance since the City no longer offers it
- 7.120 – added cash in lieu policy
- 7.130 – added language to include mental health services for first responders
- 8.060 – changed wording of vacation accrual to fix confusion of when accrual actually gets bumped up.
- 8.070 (d) – added mental illness and therapist appointments as reasons that sick leave can be used
- 8.070 (g) – corrected Chapter reference
- 8.080 – Added Juneteenth as a Holiday
- 8.100 – Added language to specify that employee can use vacation, sick or holiday leave while on military leave.
- 8.120 – Corrected chapter reference
- 8.130 – changed title to bereavement leave. Adjusted language to address the new Utah bereavement leave law.

- 8.140 – added language to include miscarriage & stillbirths for funeral leave as per state code
- 9.040 – made changes to ensure policy includes remote working and also updated policy to be more inclusive. Also, added a language about maintaining safety.
- 13.100 (b) – changed language to address medical marijuana
- 13.100 (C) (1) – Added paramedic positions & Engineering Tech. & also changed format to match background check list.
- 14.130 (a) – Added Streets Maintenance Crew Leader & also changed format to match background check list.
- 15.010 (a) – changed language to match current practice that all ongoing volunteers will have a background check done and those who are required to have annual background checks.
- 15.010 (g) – Added Building Inspector
- 16.120 (b) – Updated where to go to get medical attention
- 16.130 – Specified that employees will not accrue leave while days away from work.
- 19.010 (g) (2) – Updated meal per diem rates to match the state. (Utah code R25-7-6)
- 19.030 – added an item to the list for emergency preparedness
- 20.030 – changed that 16-17 may operate a single deck mower instead of single blade mower
- 22.060 – Added language stating employees must comply with personal appearance policy while video conferencing and location requirements. Also, added language stating an employee can't telework out of state for longer than 30 days
- 25.120 – Added language stating that City Manager may delegate duties related to pre-disciplinary action hearings
- 25.130- Added language stating that City Manager may delegate duties related to disciplinary action.
- 25.140 – Removed positions that are not appointed by the Mayor Council and do not have severance pay coverage. So, these positions will have merit protections.
- 26.060- Added language stating that employees that don't give 2 months' notice when retiring will not get sick leave payout.
- Appendix D&E – Added forms for Leave Donation Policy.

Administrative Services Director Marshall reviewed the memo.

Councilmember Teague referenced the amendments dealing with drug screening; he asked if there are any available exceptions to the policy if an employee has a valid prescription for a controlled substance. Mr. Marshall answered yes; if an employee has provided a prescription prior to a drug screen, their drug test for that substance will be classified as negative.

COUNCILMEMBER TEAGUE MADE A MOTION TO ADOPT RESOLUTION R22-26 APPROVING COMPREHENSIVE EDITS TO THE SYRACUSE CITY PERSONNEL POLICIES AND PROCEDURES MANUAL. COUNCILMEMBER CARVER SECONDED THE MOTION; ALL VOTED AYE.

12. Discussion of future of Syracuse City Youth Council.

Mayor Maughan indicated this item was included on the agenda at Councilmember Teague's request; he invited Councilmember Teague to discuss the matter with the Council.

Councilmember Teague briefly discussed the history of the Youth Council and the challenges the group and its advisors have faced over the past several years. He would like to adjust the membership terms for the youth to reflect the school year rather than the calendar year, define a cap for membership in the group, adjust their meeting schedule, and allow the group to identify six events they would like to be involved in each year. The Council and Parks and Recreation Director Robinson engaged in discussion regarding the proposed adjustments to the organization of the Youth Council and concluded to support the change in the membership terms to reflect the school year. Councilmember Bingham stated that she does not think it would be beneficial to define a cap for membership on the Youth Council and the Council agreed. Mayor Maughan stated that he will include an additional item on a future work session agenda for continued discussion of the matter, after which the Council can consider voting on adjustments to the Youth Council structure/organization.

13. Public comments.

Jared Stoker stated he has asked for a City ordinance amendment, and he hopes the Council will discuss it at their next work session meeting. He is proposing an adjusted setback for corner lots and cul-de-sac lots in the City to allow for the construction of an accessory building on such lots. He looks forward to the Council's discussion of his application in the near future.

14. Recess to convene in special Redevelopment Agency (RDA) and Municipal Building Authority (MBA) meetings.

Mayor Maughan recessed the meeting at 6:29 p.m.

The meeting reconvened at 6:36 p.m.

15. 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).

This item was removed from the agenda at the beginning of the meeting.

15. Mayor/Council announcements.

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

At 6:49 P.M. COUNCILMEMBER BINGHAM MADE A MOTION TO ADJOURN. COUNCILMEMBER CARVER SECONDED THE MOTION; ALL VOTED IN FAVOR.

_____ _____

Dave Maughan
Mayor

Cassie Z. Brown, MMC
City Recorder

Date approved: _____

Minutes of the Syracuse City Redevelopment Agency Special Meeting, June 14, 2022.

Minutes of the Special Meeting of the Syracuse City Redevelopment Agency June 14, 2022, at 6:29 p.m., held in a hybrid in-person/electronic format via Zoom, meeting ID 879 2280 3440, in-person in the City Council Chambers at 1979 W. 1900 S., 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.

Present: Members: Lisa W. Bingham
Jennifer Carver
Jordan Savage
W. Seth Teague
Paul Watson

DRAFT

Mayor Dave Maughan
City Manager Brody Bovero
Deputy City Recorder Marisa Graham

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 Maughan called the meeting to order at 6:29 p.m. as a special meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Boardmember.

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

2. Approval of minutes

The following minutes were reviewed by the Board: Special Business Meeting of May 10, 2022.

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

3. Public Hearing: Proposed Resolution RDA22-01 adopting the annual budget for the Fiscal Year 2022-2023 as required by section 17C-1-601, Utah Code Annotated, 1953

A staff memo from the Administrative Services Director explained The City Council and Mayor are the acting board members for both the RDA and the MBA. Each is a separate legal entity, and each has a separate budget proposal to go along with the proposed resolutions. The RDA board oversees two RDA areas (town center and 750 West), the SR-193 EDA

area, and the Antelope Drive CDA. There have not been any changes to these budgets since the tentative budget was approved on May 10, 2022. This is the last meeting during which the Board has the opportunity to adopt a final budget before the June 22 deadline provided by State Law.

Mr. Marshall reviewed his staff memo.

Mayor Maughan opened the public hearing at 6:30 p.m.; there were no persons appearing to be heard and the public hearing was closed.

Boardmember Savage stated he did not see a line item for the redesign of the town center parking lot in the budget. Mr. Marshall stated funding for that project was in the current FY budget, but since the project was not completed, the funding can be rolled over to the next FY with a budget opening in the coming months.

BOARDMEMBER TEAGUE MADE A MOTION TO ADOPT PROPOSED RESOLUTION RDA22-01 ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2022-2023 AS REQUIRED BY SECTION 17C-1-601. BOARDMEMBER BINGHAM SECONDED THE MOTION, ALL VOTED AYE.

4. Proposed Resolution RDA R22-02 authorizing the preparation of a draft Community Development Project Area Plan

A staff memo from the Community and Economic Development (CED) Department explained there is a large block of mostly undeveloped land comprising approximately 280 acres of farmland and homes located along the south side of 193 between 2000 W and 3000 W. The majority of the land area is owned primarily by the Cook family and the LDS church. The city's general plan has identified the area as a prime location for large scale industrial land uses due to the large undeveloped parcels, easy access to state highways and the West Davis Corridor which will be completed soon. The city has received inquiries from manufacturing, distribution, and data centers in recent history. These uses would build large buildings that would provide property tax revenue to the city. They would also employ large numbers of jobs, which is also beneficial to our population. The main access point into the future development area will be the planned 2500 W. The road is designated as a 66' collector road on the city's Impact Fee Facilities Plan (IFFP). This north-south road would be the backbone of the development. It is anticipated that the road would be built in phases with the first phase to include the signalized intersections and about 1000 feet of the northern most portion of the road. This first phase would open up access to the land that would spur the anticipated industrial development. The road would not go through to 700 S until a future time. One of the tools the city has available to spur economic development is the Community Reinvestment Agency Act as detailed in Title 17C of Utah State Code. Community Reinvestment Agencies or (CRA) is similar to an RDA where tax increment can be used to finance needed infrastructure or offer incentives to companies to locate in the city. Once

established, the property taxes that would be diverted to the Agency could be used to pay for transportation improvements such as 2500 W. In order to establish a CRA, the first step is for the city to make a resolution notifying the community and taxing entities of our intent to do a study of the project area. The city would then commission the study to establish the details of the proposed project area plan. Then, each affected taxing entity would need to sign a memorandum approving the requested percentage of tax increment diversion and also the requested duration of the diversion. The city would also need to make another resolution adopting the project area plan. Any formal agreements authorizing incentives for specific development in the area cannot be made until after the project area plan is approved and authorized by the affected taxing entities. Adoption of the proposed resolution would 'get the ball rolling' towards creating a project area. The goal of the discussion is to decide whether or not the resolution should be approved.

BOARDMEMBER SAVAGE MADE A MOTION TO ADOPT PROPOSED RESOLUTION RDA22-02 AUTHORIZING THE PREPARATION OF A DRAFT COMMUNITY DEVELOPMENT PROJECT AREA PLAN. BOARDMEMBER CARVER SECONDED THE MOTION, ALL VOTED AYE.

At 6:33 p.m. MAYOR MAUGHAN DECLARED THE MEETING ADJOURNED.

_____ _____

Dave Maughan
Mayor

Cassie Z. Brown, MMC
City Recorder

Date approved: _____

Minutes of the Syracuse City Municipal Building Authority Special Meeting, June 14, 2022

Minutes of the Special Meeting of the Syracuse City Municipal Building Authority June 14, 2022, at 6:29 p.m., held in a hybrid in-person/electronic format via Zoom, meeting ID 879 2280 3440, in-person in the City Council Chambers at 1979 W. 1900 S., 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.

Present: Trustees: Lisa W. Bingham
Jennifer Carver
Jordan Savage
W. Seth Teague
Paul Watson

DRAFT

Mayor Dave Maughan
City Manager Brody Bovero
Deputy City Recorder Marisa Graham

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.

President Maughan called the meeting to order at 6:33 p.m. as a special meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Trustee.

TRUSTEE CARVER MOVED TO ADOPT THE AGENDA. TRUSTEE SAVAGE SECONDED THE MOTION; ALL VOTED IN FAVOR.

2. Public Hearing- Proposed Resolution MBA22-02 adopting the annual budget for the Fiscal Year 2022-2023 as required by section 17D-3-107, Utah Code Annotated, 1953.

A staff memo from the Administrative Services Director explained The City Council and Mayor are the acting board members for both the RDA and the MBA. Each is a separate legal entity, and each has a separate budget proposal to go along with the proposed resolutions. The RDA board oversees two RDA areas (town center and 750 West), the SR-193 EDA area, and the Antelope Drive CDA. There have not been any changes to these budgets since the tentative budget was approved on May 10, 2022. This is the last meeting during which the Board has the opportunity to adopt a final budget before the June 22 deadline provided by State Law.

Mr. Marshall reviewed the staff memo.

President Maughan opened the public hearing at 6:35 p.m. There were no persons appearing to be heard and the public hearing was closed.

TRUSTEE BINGHAM MADE A MOTION TO ADOPT RESOLUTION RDA22-01 ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2022-2023 AS REQUIRED BY SECTION 17C-1-601, UTAH CODE ANNOTATED, 1953. TRUSTEE CARVER SECONDED THE MOTION; ALL VOTED AYE.

At 6:36 P.M. PRESIDENT MAUGHAN DECLARED THE MEETING ADJOURNED.

_____ _____

Dave Maughan
President

Cassie Z. Brown, MMC
City Recorder

Date approved: _____

COUNCIL AGENDA

July 12, 2022

Agenda Item #**5a** 193 Access Agreement

Factual Summation

State Road 193 extention between State Street and 2000 West was built in 2014. The extention between 2000 W and 3000 W was completed in 2018. UDOT owns and maintains the facility including controlling all access roads and driveways feeding onto the facility. The current allowed access points that UDOT has approved are located 1/2 mile at signalized full movement intersections. UDOT is protective of the access points because the facility's designed speeds and projected traffic volumes could create a dangerous traffic condition when cars pull out and accelerate into traffic or brake to pull out of traffic flow. To faciliate development, West Point and Syracuse have jointly approached UDOT to ask for more access onto the facility for economic development and improved circulation. UDOT has agreed to granting additional access by allowing additional right in right out (RIRO) intersections with center medians at the 1/4 mile marks. The RIRO intersection according to UDOT is safer since it doesn't allow a left hand turn movement which has been proven to be the more dangerous traffic movement since you are crossing multiple lanes of oncoming traffic resulting in 'T-bone' or head on collissions. Please find attached the draft agreement and accompanying map exhibit.

Goal of Discussion

Review the agreement document and decide if it is ready to be forwarded to the business meeting for approval on July 12.

COOPERATIVE

CORRIDOR PRESERVATION AGREEMENT

THIS CORRIDOR PRESERVATION AGREEMENT, made and entered into this day of _____ 2022, by and between the **UTAH DEPARTMENT OF TRANSPORTATION,** hereinafter referred to as **"UDOT,"** and the cities of **SYRACUSE CITY,** and **WEST POINT CITY**, hereinafter referred to as the **"MUNICIPALITIES"**,

WITNESSETH:

WHEREAS, **UDOT** and the **MUNICIPALITIES** desire to facilitate traffic flow along the corridor of SR-193 within Davis County, Utah, by identifying and stipulating the locations of existing and future traffic signal installations and unsignalized access points between 1000 West and the SR-193 west terminus; and

WHEREAS, in order to manage traffic flow and improve safety, other considerations will be necessary within the corridor as described herein; and

WHEREAS, **UDOT** and the **MUNICIPALITIES** agree to enter into this **PRESERVATION AGREEMENT** to accomplish this common goal; and

WHEREAS, **UDOT** has determined by formal finding that said work on public right-of-way is not in violation of the laws of the State of Utah and the **MUNICIPALITIES** represent that the work does not violate any contract with the **MUNICIPALITIES**.

This **PRESERVTION AGREEMENT** is made to set out the terms and conditions where under said corridor preservation shall be accomplished.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The parties hereto agree that the following intersections are identified as locations for existing or future signalization:

a) SR-193 and 1000 West (existing)
b) SR-193 and 1550 West (existing)
c) SR-193 and 2000 West (existing)
d) SR-193 and 2500 West (future)
e) SR-193 and 3000 West (existing)

DRAFT

f) SR-193 and Thurgood Lane (future)
g) SR-193 and West Davis Corridor ramps (future)
h) SR-193 and 4000 West (future)
i) SR-193 and SR-110 (future)

2. The parties hereto agree that the following intersections are identified as locations for future unsignalized full movement access to public streets:

   a) SR-193 and 4100 West
   b) SR-193 and 4250 West
   c) SR-193 and 4375 West

3. The parties hereto agree that the following intersections are identified as locations for future right-in/right-out access to public streets or private driveways with public cross access easements:

   a) SR-193 and 1250 West
   b) SR-193 and 1750 West
   c) SR-193 and 2250 West
   d) SR-193 and 2750 West
   e) SR-193 and 3250 West
   f) SR-193 and 3425 West restricted to only the north side of SR-193 and placed at a minimum of 650' east of the West Davis Corridor interchange northbound ramps
   g) SR-193 and 3750 West placed at a minimum of 650' west of the West Davis Corridor interchange southbound ramps
   h) SR-193 and 4450 West

4. The Parties hereto agree that traffic signals will only be installed at those intersections that are listed above subject to meeting minimum traffic signal warrants as defined by the *Manual on Uniform Traffic Control Devices (MUTCD)* and a **UDOT** field review.

5. The **MUNICIPALITIES** agree that other locations along the SR-193 corridor will not be considered for future signalization.

6. **UDOT** agrees that the proposed quarter mile spacing of the accesses between 1000 West and Thurgood Lane may be adjusted by up to 200' provided that both **Municipalities** agree to the adjustment of the proposed signalized intersections and that the full deceleration length for left and right-turn lanes can be provided at each access location.

7. The **MUNICIPALITIES** agree that access to SR-193 will be strictly limited to the existing and future traffic signals and future full movement and right-in/right-out intersections listed in Items 1 through 3.

8. The **MUNICIPALITIES** agree that right-in/right-out access to SR-193 will be established by the construction of raised median between 1000 West and 1550 West and between 1550 West and 2000 West. Right-in/right-out access to SR-193 at 3750 West and 4450 West will also be established by the construction of raised median. The raised median and all appurtenances will be constructed at the time of the construction of the public streets listed in Item 3, and the entire cost will be the responsibility of the developer or **MUNICIPALITY** requesting access. The raised median design must meet the current UDOT standards and specifications.

DRAFT

9. The **MUNICIPALITIES** agree that right-in/right-out access to SR-193 will be established by the construction of median barrier between 2000 West and 2500 West and between 2500 West and 3000 West. Median barrier will also be constructed at 3250 West and 3425 West. The median barrier and all appurtenances will be constructed at the time of the construction of the public streets listed in Item 3, and the entire cost will be the responsibility of the developer or MUNICIPALITY requesting access. The median barrier design must meet the current UDOT standards and specifications.

10. The **MUNICIPALITIES** agree to support the current version of this agreement and the **UDOT**'s access management rule and to master plan with respect to the identified signals and access spacing required along this corridor. The **MUNICIPALITIES** also agree to support this agreement through the development of a street network to facilitate and provide access to the public streets and accesses identified in Items 1 through 3. The street network is shown in the attached Exhibit A for Syracuse City and Exhibit B for West Point City.

11. The **MUNICIPALITIES** agree to support Administrative Rule R930-6, including revisions based on this agreement, with respect to development occurring within the subject corridor and related issues.

12. The **MUNICIPALITIES** agree that this agreement may be amended at any time to reflect changes which would not degrade the safety, operations, desired level of service as determined by **UDOT**, or functional classification as certified by a traffic engineering study performed by a licensed engineer certified and qualified to perform this analysis in the State of Utah, and as agreed upon in writing by **UDOT** and all of the **MUNICIPALITIES**.

DRAFT

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 hereinabove written

City Recorder

ATTEST:

_____
City Recorder

ATTEST:

_____

SYRACUSE CITY

By: _____
Mayor

WEST POINT CITY

By: _____
Mayor

****

RECOMMENDED FOR APPROVAL

By _____
Region Traffic Operations Engineer

UTAH DEPARTMENT OF TRANSPORTATION

By _____
Region Director

APPROVED AS TO FORM:
As evidence by the signature below, the Attorney General's Office has reviewed this Agreement pursuant to Utah Code Annotated, Section 11-13-9, and authorizes and approves it.

ASSISTANT UDOT ATTORNEY GENERAL
JODI HOWICK

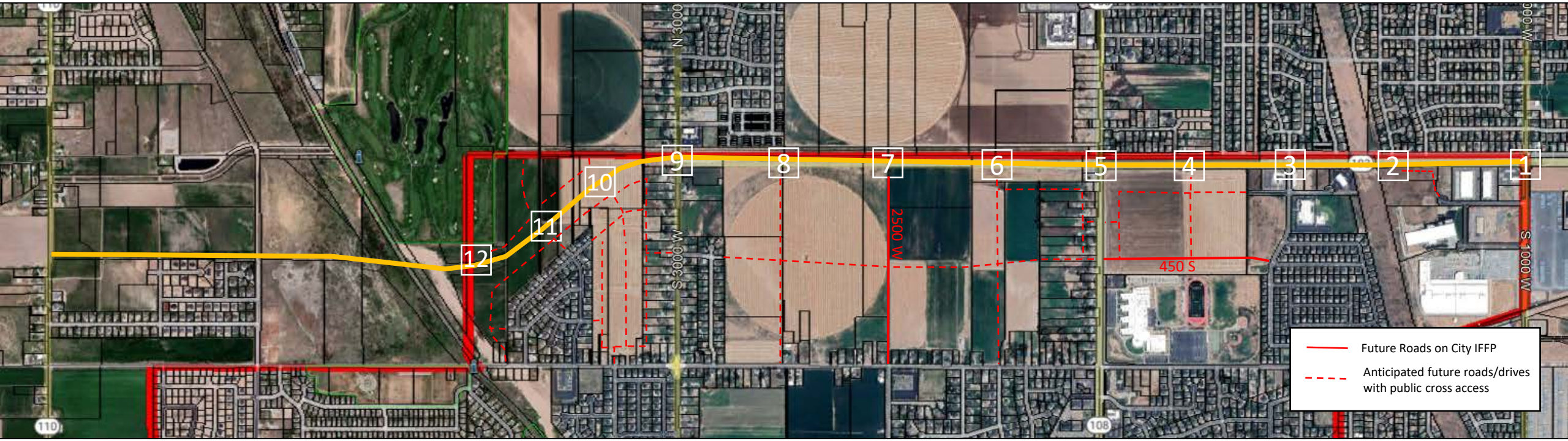
_____

Approved

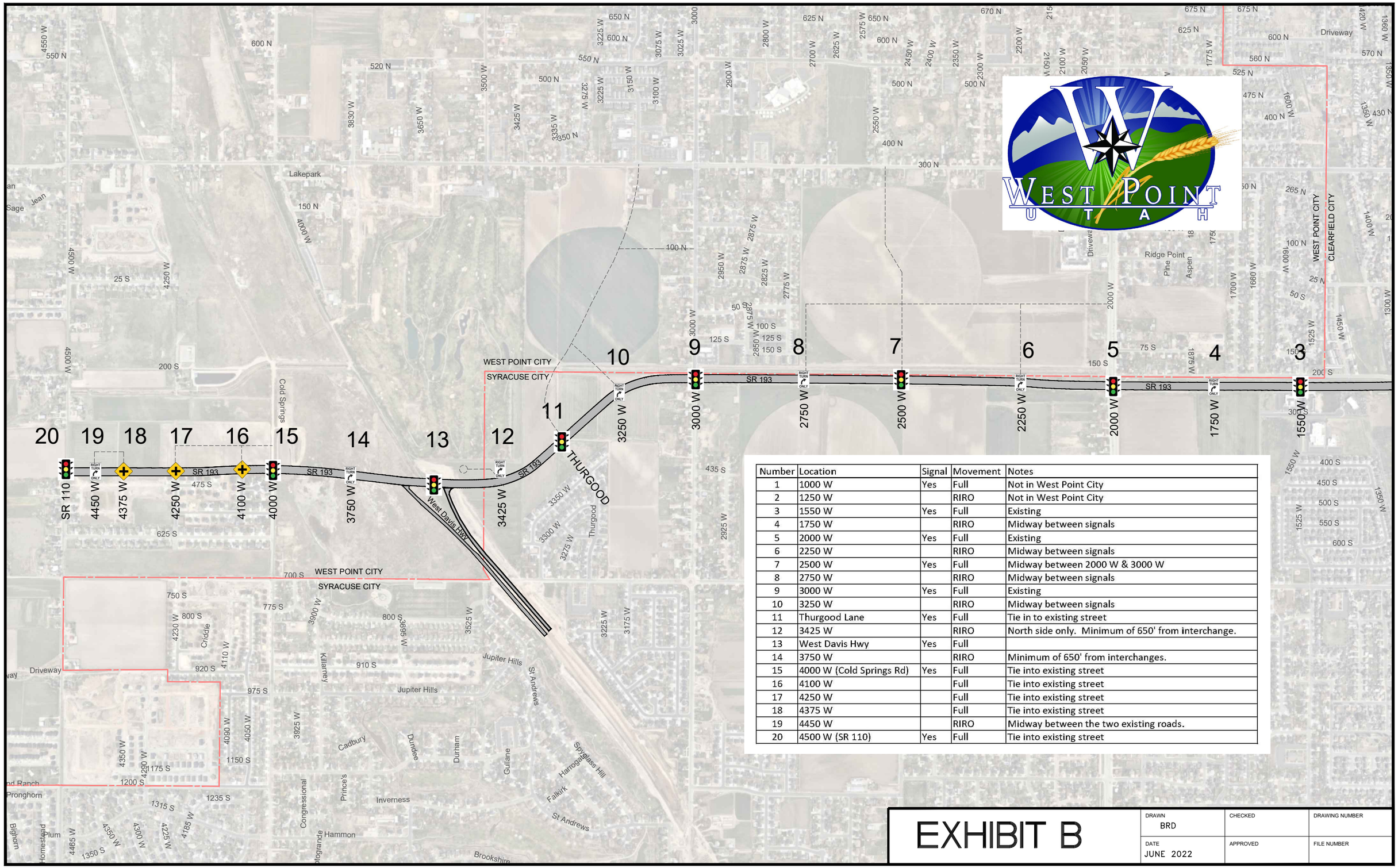
By: _____
UDOT Comptroller Office Date
Contract Administrator

DRAFT

Exhibit A – Syracuse SR-193 Access Locations



Number	Location	Status	Signal	Median	Movement	Notes
1	SR-193 and 1000 West	existing	yes	no	full	
2	SR-193 and 1250 West	future	no	yes	RIRO	private driveway with public cross access
3	SR-193 and 1550 West	existing	yes	no	full	
4	SR-193 and 1750 West	future	no	yes	RIRO	
5	SR-193 and 2000 West	existing	yes	no	full	
6	SR-193 and 2250 West	future	no	yes	RIRO	will be either a public road or private driveway with public cross access depending on development
7	SR-193 and 2500 West	future	yes	no	full	
8	SR-193 and 2750 West	future	no	yes	RIRO	will be either a public road or private driveway with public cross access depending on development
9	SR-193 and 3000 West	existing	yes	no	full	
10	SR-193 and 3250 West	future	no	yes	RIRO	
11	SR-193 and Thurgood Lane (3350 W)	future	yes	no	full	
12	SR-193 and 3425 West	future	no	yes	RIRO	Will be either a public road or private driveway with public cross access depending on development. Restricted to only the north side of SR-193 and placed at a minimum of 650’ east of the West Davis Corridor interchange northbound ramps



Number	Location	Signal	Movement	Notes
1	1000 W	Yes	Full	Not in West Point City
2	1250 W		RIRO	Not in West Point City
3	1550 W	Yes	Full	Existing
4	1750 W		RIRO	Midway between signals
5	2000 W	Yes	Full	Existing
6	2250 W		RIRO	Midway between signals
7	2500 W	Yes	Full	Midway between 2000 W & 3000 W
8	2750 W		RIRO	Midway between signals
9	3000 W	Yes	Full	Existing
10	3250 W		RIRO	Midway between signals
11	Thurgood Lane	Yes	Full	Tie in to existing street
12	3425 W		RIRO	North side only. Minimum of 650' from interchange.
13	West Davis Hwy	Yes	Full	
14	3750 W		RIRO	Minimum of 650' from interchanges.
15	4000 W (Cold Springs Rd)	Yes	Full	Tie into existing street
16	4100 W		Full	Tie into existing street
17	4250 W		Full	Tie into existing street
18	4375 W		Full	Tie into existing street
19	4450 W		RIRO	Midway between the two existing roads.
20	4500 W (SR 110)	Yes	Full	Tie into existing street

EXHIBIT B

DRAWN	CHECKED	DRAWING NUMBER
BRD		
DATE	APPROVED	FILE NUMBER
JUNE 2022		

RESOLUTION R22-28

A RESOLUTION OF THE SYRACUSE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION AND WEST POINT CITY FOR CORRIDOR PRESERVATION.

WHEREAS, the City, West Point City and the Utah Department of Transportation have proposed an Interlocal Agreement related to corridor preservation and the designation of future intersections with SR-193; and

WHEREAS, the parties to the agreement are authorized, pursuant to Title, 11, Chapter 13 of the Utah Code, to enter into interlocal agreements for mutually beneficial purposes; and

WHEREAS, the Council finds that the Agreement is in the best interests of the City and provides for the improved safety and welfare of 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 Cooperative Corridor Preservation Agreement, which is attached as "Exhibit A" and incorporated by this reference. The Agreement's effective date shall be the earliest date on which the Agreement has satisfied the requirements of Title 11, Chapter 13 of the Utah Code.

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 12th DAY OF JULY, 2022.

SYRACUSE CITY

ATTEST:

_____
Cassie Z. Brown, MMC
City Recorder

By:_____
Mike Gailey
Mayor

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Bingham	___	_____
Councilmember Carver	_____	_____
Councilmember Savage	_____	_____
Councilmember Teague	_____	_____
Councilmember Watson	_____	_____

EXHIBIT “A”

COUNCIL AGENDA

July 14, 2022

Agenda Item **#5b** Proposed Committee appointments.

Factual Summation

- Any questions regarding this agenda item may be directed at Mayor Maughan. Please see the document prepared by him summarizing his proposed Committee appointments.
- Also attached for Council review are proposed resolutions formalizing the appointments.

RESOLUTION R22-29

A RESOLUTION OF THE SYRACUSE CITY COUNCIL APPOINTING SCOTT SHEA AND DENNIS JOHNSON TO THE SYRACUSE CITY PLANNING COMMISSION.

WHEREAS title 3 of the Syracuse City Code provides for the establishment of a Planning Commission in Syracuse; and

WHEREAS Section 3.10.010 of the Syracuse City Code calls for the Mayor to appoint members to the Planning Commission with the advice and consent of the City Council; and

WHEREAS Section 3.10.020 of the Syracuse City Code dictates that each member of the Planning Commission shall serve for a term of four years, and until his successor is appointed.

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

Section 1. Appointment.

- Scott Shea is appointed as a member of the Syracuse City Planning Commission with his term expiring June 30, 2026.
- Dennis Johnson is hereby appointed to serve as a member of the Syracuse City Planning Commission with his term expiring June 30, 2026.

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 12th DAY OF JULY, 2021.

SYRACUSE CITY

ATTEST:

_____ By:_____

Cassie Z. Brown, City Recorder Dave Maughan, Mayor

RESOLUTION R22-30

A RESOLUTION OF THE SYRACUSE CITY COUNCIL APPOINTING AARON JOHNSON TO THE SYRACUSE CITY ARCHITECTURAL REVIEW COMMITTEE.

WHEREAS Section 10.28.020 of the Syracuse City Code provides for the establishment of an Architectural Review Committee; and

WHEREAS Section 10.28.020 of the Syracuse City Code calls for the appointment of seven members appointed by the Mayor with the advice and consent of the City Council; and

WHEREAS Mayor Maughan is seeking advice and consent from the City Council for his recommended appointment of Aaron Johnson to the Committee.

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

Section 1. Appointment.

- Aaron Johnson is hereby appointed to serve as a member of the Syracuse City Architectural Review Committee.

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 12h DAY OF JULY, 2021.

SYRACUSE CITY

ATTEST:

_____ By:_____

Cassie Z. Brown, City Recorder Dave Maughan, Mayor

RESOLUTION R22-31

A RESOLUTION OF THE SYRACUSE CITY COUNCIL RE-APPOINTING DAN MERKLING AND BRIGHAM YOUNG TO THE SYRACUSE CITY DISASTER PREPAREDNESS COMMITTEE.

WHEREAS, Title 3 of the Syracuse City Code provides for the establishment of a Disaster Preparedness Committee in Syracuse; and

WHEREAS, Section 3.50.020 of the Syracuse City Code calls for the appointment of seven members of who will serve terms of three years; appointments are made by the Mayor with the advice and consent of the Council;

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

SECTION 1: Appointment: Dan Merkling is appointed to an At-Large Seat on the Disaster Preparedness Committee, with his term to expire June 30, 2025. Brigham Young is appointed to a District Service Seat on the Disaster Preparedness Committee with his term to expire June 30, 2025.

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 12th DAY OF JULY, 2022.

SYRACUSE CITY

ATTEST:

_____ By:_____

Cassie Z. Brown, City Recorder Dave Maughan, Mayor

COUNCIL AGENDA

July 14, 2022

Agenda Item **#6** Consideration of possible vote to add third At-Large seat to the Disaster Preparedness Committee.

Factual Summation

- Any questions regarding this agenda item may be directed at Mayor Maughan.

Council Agenda

July 12, 2022

Agenda Item #7 Potential Rezone/Preliminary Plat from A1 to PRD and GC

Summary

Erik Craythorn has applied to amend approximately 2.5 acres of the city's zoning map from A1 to PRD and GC. The applicant intends to build a 95 unit townhome project and to sell the corner land for commercial development. The proposed townhome development is approximately 9.45 acres and the commercial pad is approximately .5 acres. The applicant already has PRD zoning for approximately 7 acres of the project. The project is located at approximately 1700 S Banbury Drive. Density for the project is approximately 10 units per acre. The change is consistent with the General Plan which is slated as 'High Density Residential'. There is only one place in the entire city where the high density residential designation is planned for.

The process as described in city ordinance for an amendment to the zoning map includes holding a public hearing and receiving a recommendation from Planning Commission. The hearing and recommendation results are then reported to City Council who makes the final decision.

The PRD ordinance requires that along with the zoning application, a preliminary plat, architectural plans, and landscape plan. There is also a requirement for a development agreement (DA). The DA, Zoning, and Preliminary Plat are considered concurrently for a PRD development.

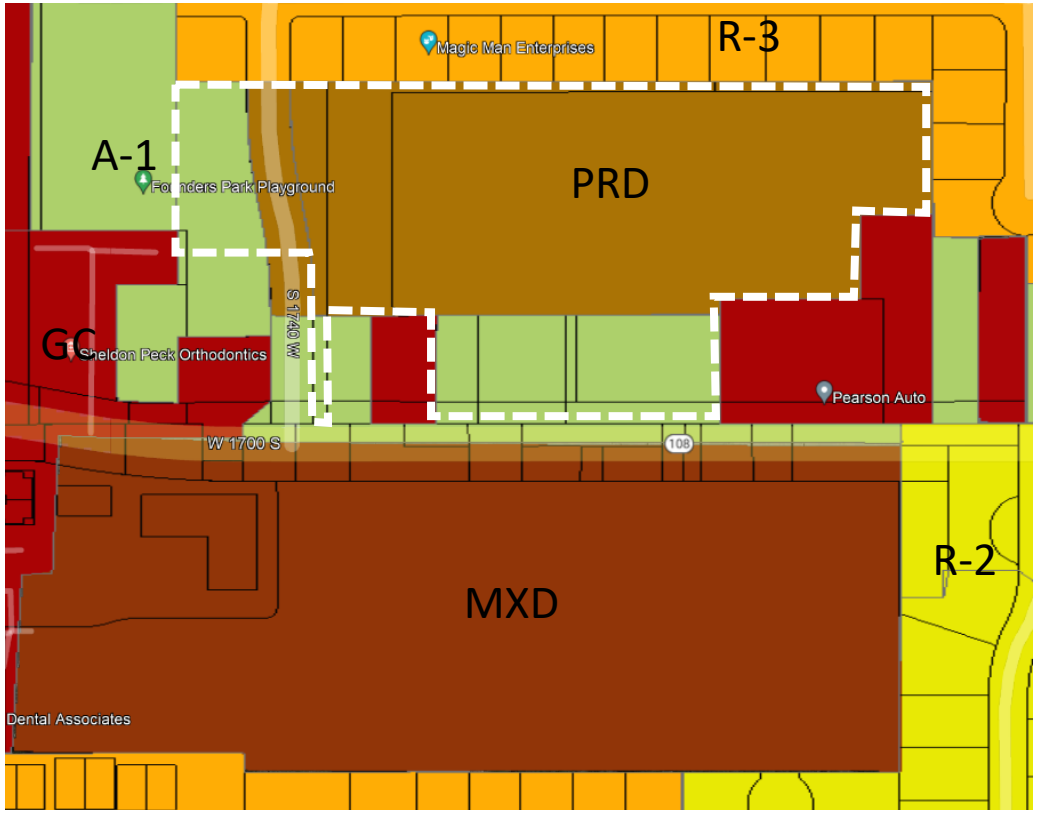
Recommendation

Planning Commission held a public hearing on June 21, 2022 and voted to recommend denial of the requested rezone. The vote was 6-1. The public hearing was well attended where the neighbors to the north expressed opposition to the project and to it's perceived impacts to traffic, schools, police, and infrastructure among other concerns expressed.

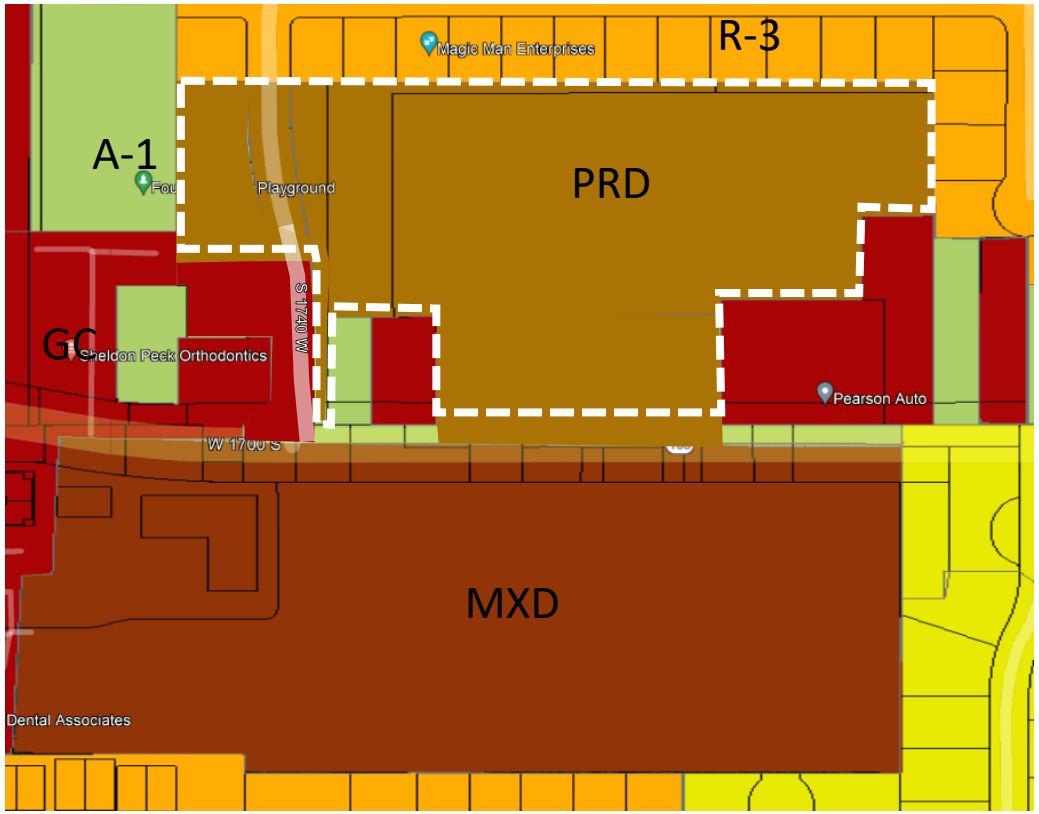
Attached

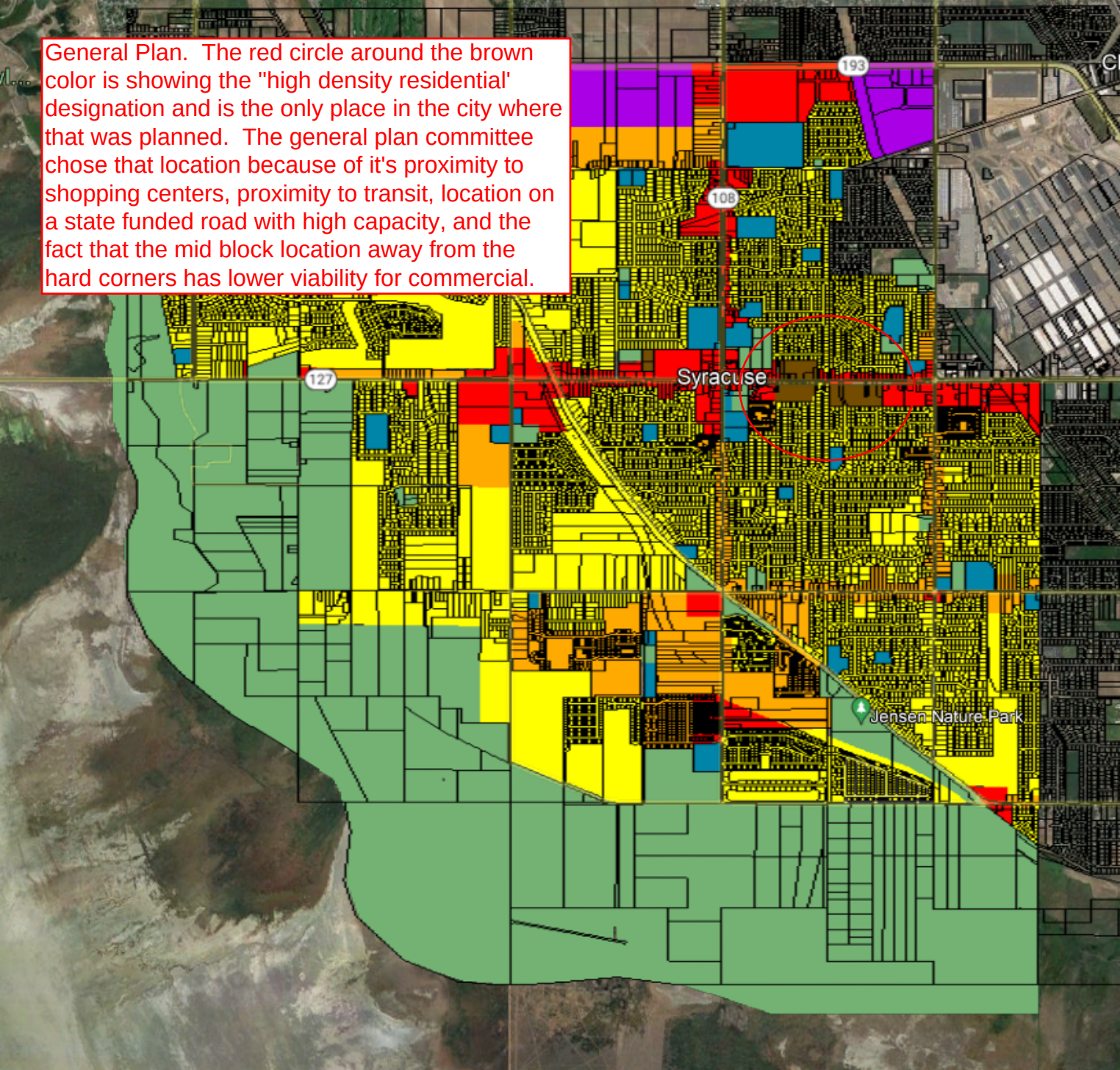
Proposed Rezone Map
General Plan Map
Staff Analysis
Architectural Elevations
Preliminary Plat
Landscape Plans
Draft Development Agreement

Current Zoning Map



Proposed Zoning Map

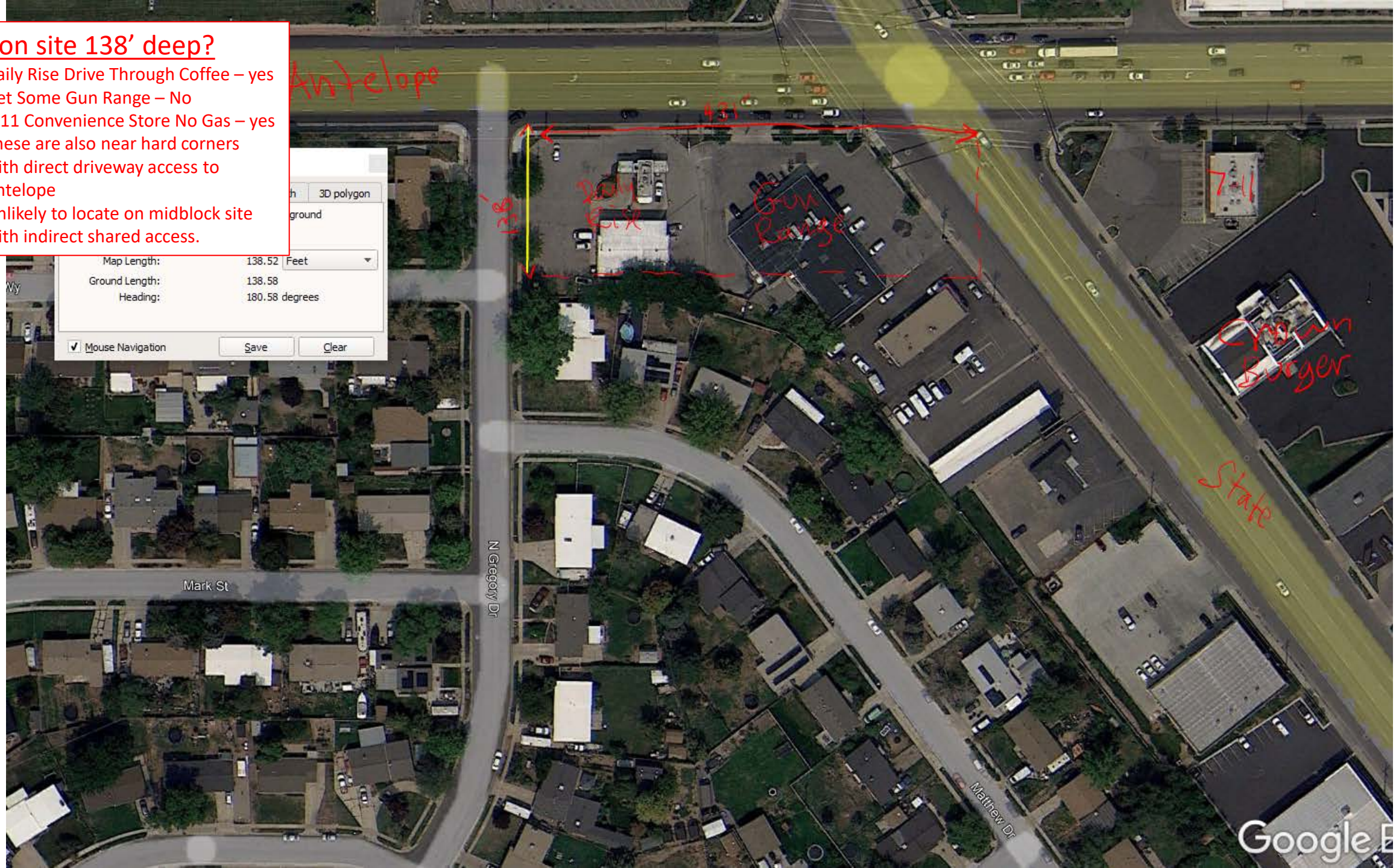



General Plan. The red circle around the brown color is showing the "high density residential' designation and is the only place in the city where that was planned. The general plan committee chose that location because of it's proximity to shopping centers, proximity to transit, location on a state funded road with high capacity, and the fact that the mid block location away from the hard corners has lower viability for commercial.
193
108
127
Syracuse
Jensen Nature Park


Fit on site 138’ deep?
• Beans and Brew – no
• Jiffy Lube – no
• Artic Circle – no
• Starbucks – no
• Walgreens - no
431’
138’
Beans & Brew
Jiffy Lube
Artic Circle
Starbucks
Walgreens
S 1000 W
Google Ea

Fit on site 138’ deep?

- Daily Rise Drive Through Coffee – yes
- Get Some Gun Range – No
- 7-11 Convenience Store No Gas – yes
- These are also near hard corners with direct driveway access to Antelope
- Unlikely to locate on midblock site with indirect shared access.



Fit on site 138’ deep?

- Heritage Lane Medical Office – yes
- Only fits with parking on side of building



Alternate Scenario

<u>Impact estimates:</u>

12,000 sf one story medical office

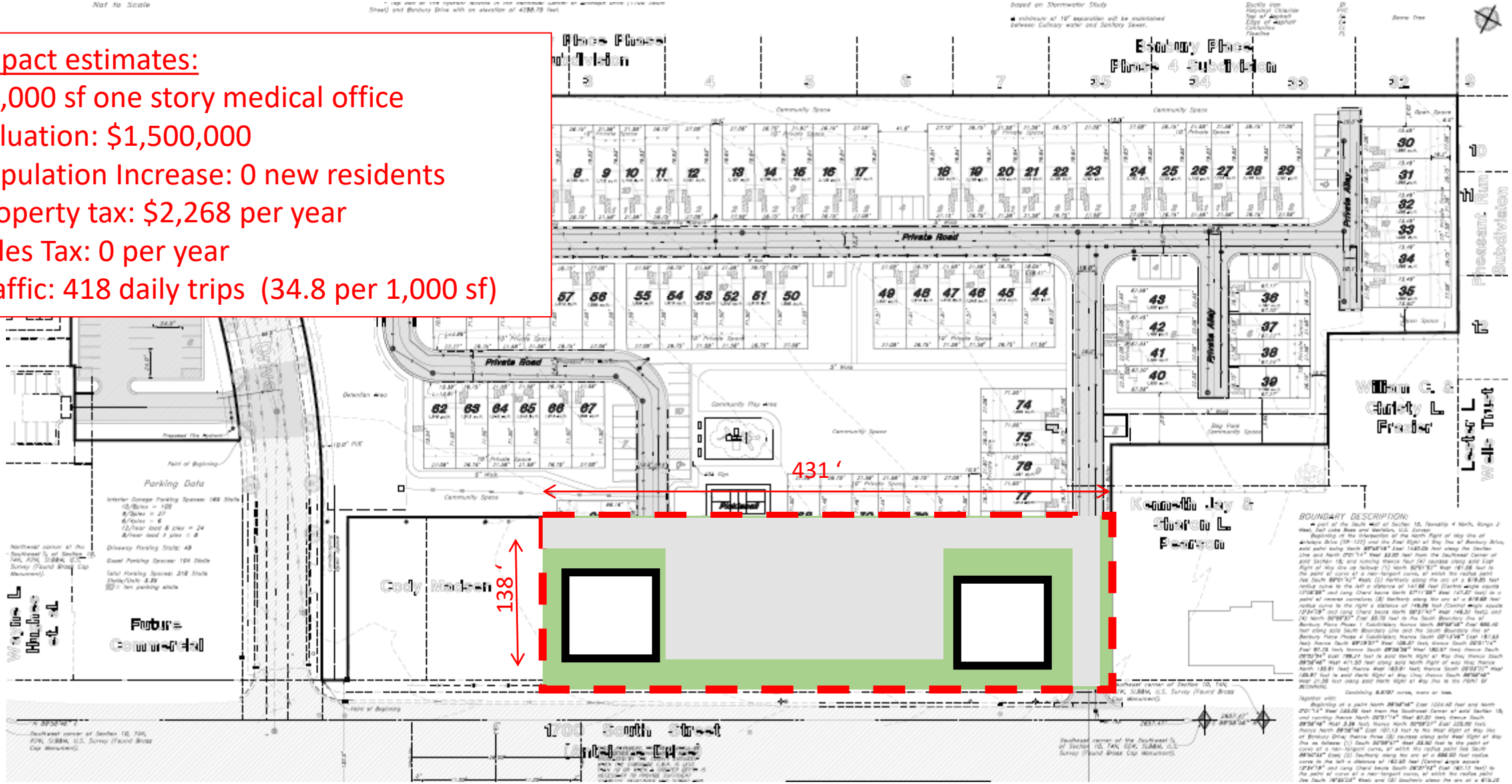
Valuation: $1,500,000

Population Increase: 0 new residents

Property tax: $2,268 per year

Sales Tax: 0 per year

Traffic: 418 daily trips (34.8 per 1,000 sf)



Proposed Scenario

<u>Impact estimates:</u>

24 townhome units

Valuation: $3,600,000 (300k x 24 x 50% because primary residence)

Population Increase: 72 new residents

Property tax: $5,443 per year

Sales Tax: $6,840 per year (from population)

Traffic: 175 daily trips (7.32 trips per unit)



Scenario Comparison

Townhome estimates:
24 townhome units
Valuation: $3,600,000
Population Increase: 72 new residents
Property tax: $5,443 per year
Sales Tax: $6,840 per year (from population)
Traffic: 175 daily trips (7.32 trips per unit)

vs

Commercial estimates:
12,000 sf one story medical office
Valuation: $1,500,000
Population Increase: 0 new residents
Property tax: $2,268 per year
Sales Tax: 0 per year
Traffic: 418 daily trips (34.8 per 1,000 sf)

Summary:
The residential option compared to a medical office option will have less traffic and produce more sales and property tax. The added residents will have impact on the parks, but the project would also pay a park impact fee. It is possible that small retail could locate which would have higher sales tax but also higher traffic counts. A retail establishment on the site would need to engineer a compressed layout to fit onto the site which may result in less landscaping and less convenient parking layout. A positive of the office use is that it would create jobs and increase services available to our residents.



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

EXTERIOR MATERIAL PERCENTAGES		
MATERIAL	SQUARE FOOTAGE	PERCENTAGE
HARDI SIDING	1,562 SQ. FT.	66%
STONE VENEER	790 SQ. FT.	34%
TOTAL	2,352 SQ. FT.	100%

AREAS CALCULATED REPRESENT TOTAL AREA OF MATERIAL TYPE FROM FOUNDATION TO ROOF LINE ON THE 2D FRONT ELEVATION



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

UNDERGROUND ASSURANCE
UTAH
UTAH811.COM
BOOK A SAFE DIG
811
THERE MUST BE NO EXCAVATION OF ANY KIND UNTIL YOUR LOCATE REQUEST IS ACTIVE AND IN THE PROJECT AREA ON EACH SHEET. PLEASE REPORT UNMARKED FACILITIES

PLAN: 6 PLEX STYLE 3 - BUILDING X
DATE: 05.19.2022
STATUS: FOR REVIEW

PROJECT: LOT # 00, BANBURY CROSSING
ADDRESS, SYARACUSE, UTAH
CLIENT: CRAYTHORNE CONSTRUCTION

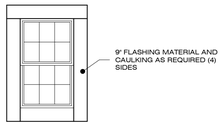
1

SHEET: FRONT AND REAR ELEVATIONS
SCALE: 3/16" = 1'-0"

STONE VENEER NOTES:

17 GAUGE WIRE MESH OR EXPANDED METAL DIAMOND MESH REQUIRED BEHIND ALL STONE VENEER APPLICATIONS, ATTACHED AS PER MANUFACTURER SPECIFICATIONS.

WINDOW / DOOR FLASHING NOTES:



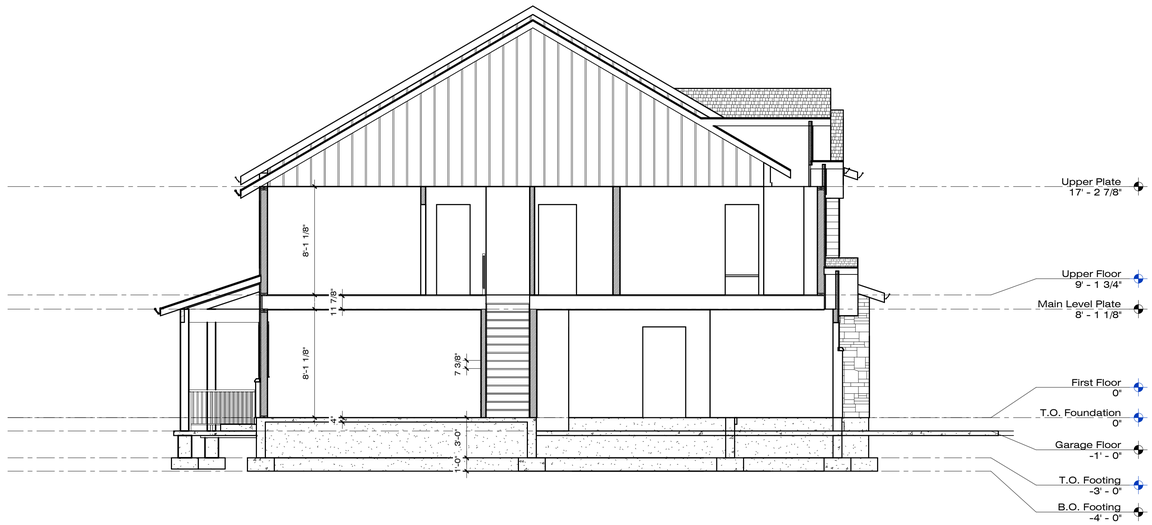
9" FLASHING REQUIRED AT ALL EXTERIOR WINDOW AND DOOR OPENINGS

PROVIDE CORROSION RESISTANT METAL "L" FLASHING OVER ALL EXTERIOR OPENINGS (INCLUDING GARAGES) WITHOUT NAILING FINS OR FLANGES.

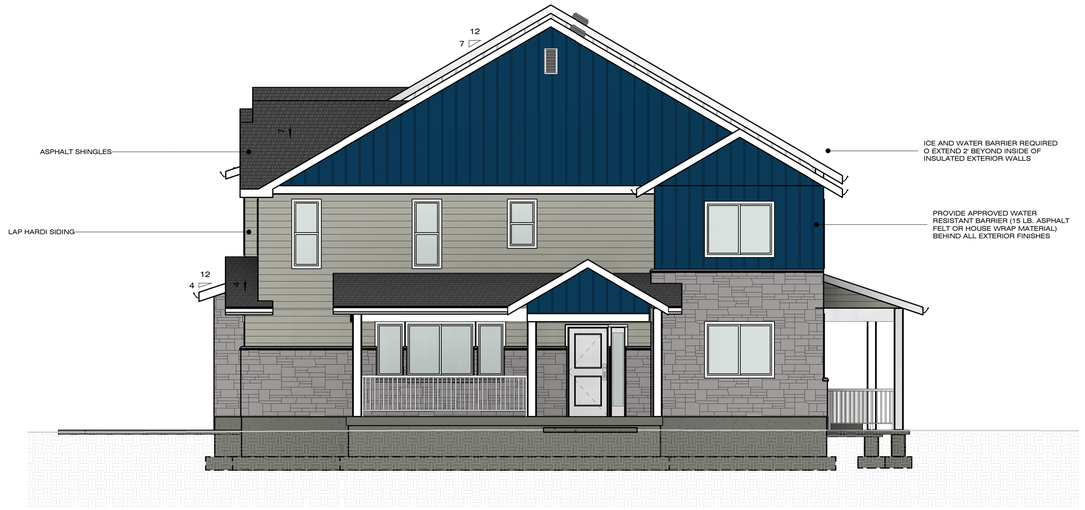
PROVIDE CORROSION RESISTANT FLASHING EXTENDING A MINIMUM OF 3 COURSES W/ 3/16" WEEP HOLES EVERY 32" O.C. @ ALL BRICK OR STONE VENEER INSTALLATIONS. FLASHING MUST EXTEND 1/2" BEYOND AND BELOW TOP OF FOUNDATION.

PROVIDE CORROSION RESISTANT FLASHING BETWEEN STUCCO AND MASONRY OR SIMILAR WAINSCOT WALL MATERIALS WHERE CONTINUOUS WEATHER BARRIER AND DRAINAGE HOLES CANNOT BE DETERMINED.

CAULK AND FLASHING REQUIRED HORIZONTALLY AND VERTICALLY @ ALL JOINTS, SEAMS AND INTERSECTIONS OF DIS-SIMILAR MATERIAL INTERFACES.



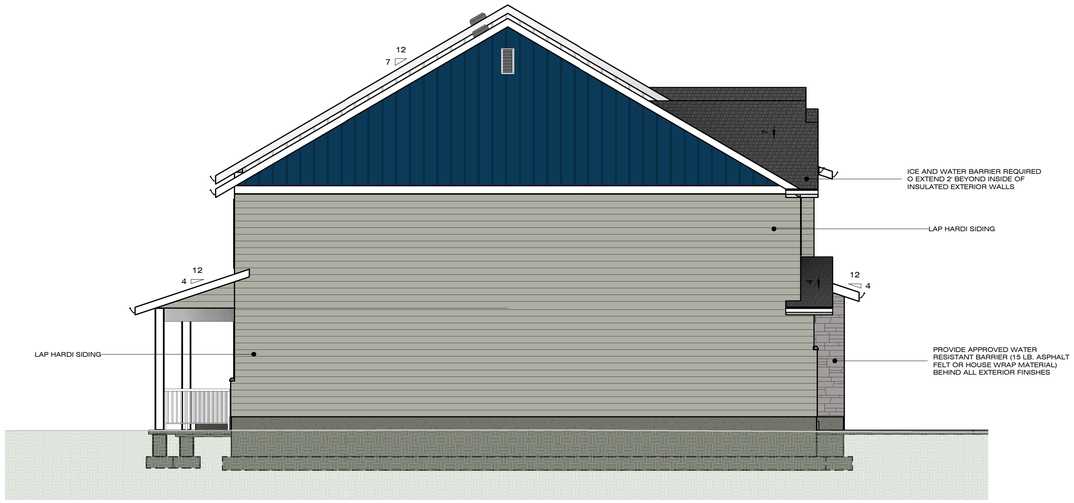
A TRANSVERSE
3/16" = 1'-0"



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

EXTERIOR MATERIAL PERCENTAGES		
MATERIAL	SQUARE FOOTAGE	PERCENTAGE
HARDI SIDING	718 SQ. FT.	69%
STONE VENEER	315 SQ. FT.	31%
TOTAL	1,033 SQ. FT.	100%

AREAS CALCULATED REPRESENT TOTAL AREA OF MATERIAL TYPE FROM FOUNDATION TO ROOF LINE ON THE 2D FRONT ELEVATION



C LEFT ELEVATION
3/16" = 1'-0"

UNDERGROUND ENGINEERING
UNDERGROUNDENGINEERING.COM
801-541-7736

THESE PLANS ARE FOR THE CONSTRUCTION OF THE BUILDING LISTED IN THE PROJECT AREA ON EACH SHEET. PLEASE REPORT UNAUTHORIZED USE

PLAN: 6 PLEX STYLE 3 - BUILDING X
DATE: 05.19.2022
STATUS: FOR REVIEW

PROJECT: LOT # 00, BAMBURY CROSSING
ADDRESS, SYARACUSE, UTAH
CLIENT: CRAYTHORNE CONSTRUCTION

2
SHEET: SIDE ELEVATIONS
SCALE: 3/16" = 1'-0"



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

EXTERIOR MATERIAL PERCENTAGES		
MATERIAL	SQUARE FOOTAGE	PERCENTAGE
SIDING, STUCCO	1,724 SQ. FT.	63%
STONE VENEER	1,020 SQ. FT.	37%
TOTAL	2,744 SQ. FT.	100%
AREAS CALCULATED REPRESENT TOTAL AREA OF MATERIAL TYPE FROM FOUNDATION TO ROOF LINE ON THE 2D FRONT ELEVATION		



B REAR ELEVATION
3/16" = 1'-0"

UNDERGROUND ARCHITECTURE
UNDERGROUNDARCHITECTURE.COM
801-941-3727

THESE PLANS ARE FOR CONSTRUCTION OF THE BUILDING LISTED IN THE PROJECT AREA ON EACH SHEET. PLEASE REPORT UNAUTHORIZED USE

PLAN: 6 PLEX -3 STORY CONCEPT
DATE: 05.19.2022
STATUS: FOR REVIEW

PROJECT: LOT # 00, BANBURY CROSSING
ADDRESS, SYARACUSE, UTAH
CLIENT: CRAITHORNE CONSTRUCTION

1

SHEET: FRONT AND REAR ELEVATIONS
SCALE: 3/16" = 1'-0"

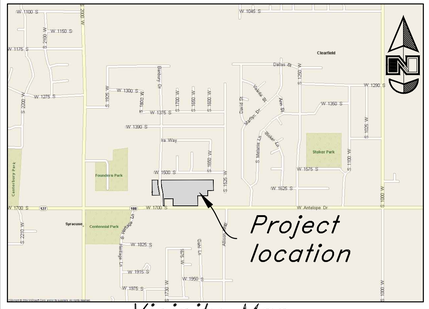
A Preliminary Plan for

Banbury Town Homes

A part of the Southwest 1/4 of Section 10, T4N, R2W, SLB&M, U.S. Survey

Syracuse City, Davis County, Utah

May 2022



Vicinity Map
Not to Scale

Scale: 1" = 40'

40 0 10 20 40 50 60 70 80

Graphic Scale

FLOOD PLANE INFORMATION:
By Graphic plotting only Property is located in Zone X, Areas of 0.2% annual flood chance, according to FEMA Map #49011C0210E with an effective Date of June 18, 2007

BENCHMARK INFORMATION:
" Top bolt of fire hydrant located in the Northeast Corner of Antelope Drive (1700 South Street) and Banbury Drive with an elevation of 4298.75 feet.

PROPOSED UTILITY NOTE

Sanitary Sewer – 8" SDR-35

Water (Culinary) – 8" PVC
(Unless otherwise specified on plans)

Secondary Water – 6" Stub-in off Banburry

Storm Drain – 8"PVC to 24"RCP as needed based on Stormwater Study

A minimum of 10' separation will be maintained between Culinary water and Sanitary Sewer.

Legend

(Note: All items may not appear on drawing)

San. Sewer Manhole	S	Finish Floor	FF
Water Manhole	W	Top of Curb	TC
Storm Drain Manhole	D	Top of Wall	TWL
Cleanout	X	Top of Walk	TW
Electrical Manhole	E	Top of Concrete	TCN
Catch Basins		Natural Ground	NG
Exist. Fire Hydrant		Finish Grade	FG
Fire Hydrant		Match Existing	ME
Exist. Water Valve	WV	Fire Department Connection	FDC
Water Valve		Finish Contour	90
Sanitary Sewer	S	Exist. Contour	90
Culinary Water	W	Finish Grade	95.33TA
Gas Line	G	Exist. Grade	95.72TA
Irrigation Line	IW	Ridge Line	R
Storm Drain	SD	Direction of Flow	
Telephone Line	T	Existing Asphalt	
Secondary Waterline	SW	New Asphalt	
Power Line	P		
Fire Line	F	Heavy Duty Asphalt	
Land Drain	LD		
Power pole		Existing Concrete	
Power pole w/guy			
Light Pole		New Concrete	
Fence			
Flowline of ditch		Spill Curb & Gutter	
Overhead Power line	OHP		
Corrugated Metal Pipe	CMP	Demo Tree	
Concrete Pipe	CP		
Reinforced Concrete Pipe	RCP		
Ductile Iron	DI		
Polyvinyl Chloride	PVC		
Top of Asphalt	TA		
Edge of Asphalt	EA		
Centerline	CL		
Flowline	FL		

Banbury Place Phase 5 Subdivision
Banbury Place Phase 1 Subdivision
Banbury Place Phase 4 Subdivision
Pheasant Run Subdivision
Exist. Playground
Syracuse City
Exist. Pickle Ball Courts
Banbury Drive
Private Road
Private Alley
Community Space
Community Play Area
Dog Park Community Space
Open Space
Detention Area
Proposed Fire Hydrant
Point of Beginning
10.0' PUE
5' Walk
ADA Sign
Pickleball
6' Landscape Buffer
Landscaping Open Space
Future Commercial
Cody Madsen
Wayne L. Hughes et. al.
Kenneth Jay & Sharon L. Pearson
William C. & Christy L. Frazier
Lester L. Wells Trust
1700 South Street (Antelope Drive)

Parking Data

Interior Garage Parking Spaces: 165 Stalls
10/6plex = 100
9/5plex = 27
6/4plex = 6
12/rear load 6 plex = 24
8/rear load 4 plex = 8

Driveway Parking Stalls: 49

Guest Parking Spaces: 104 Stalls

Total Parking Spaces: 318 Stalls
Stalls/Unit: 3.35
10 = ten parking stalls

Northwest corner of the Southwest 1/4 of Section 10, T4N, R2W, SLB&M, U.S. Survey (Found Brass Cap Monument).

S 0°09'42" W 2641.77'

N 89°58'46" E

Southwest corner of Section 10, T4N, R2W, SLB&M, U.S. Survey (Found Brass Cap Monument).

Southeast corner of Section 10, T4N, R2W, SLB&M, U.S. Survey (Found Brass Cap Monument).

Hot Tap

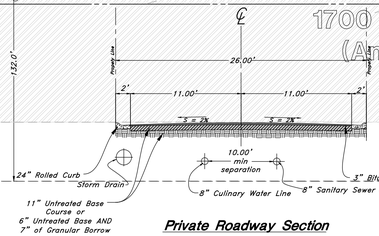
2657.47'

S 89°58'46" W

Southeast corner of the Southwest 1/4 of Section 10, T4N, R2W, SLB&M, U.S. Survey (Found Brass Cap Monument).

Arlo Drive Entrance

24.5'



Private Roadway Section

THESE PAVEMENT THICKNESS SHALL BE CONSIDERED AS MINIMUMS AS MAY BE INCREASED BY THE COUNTY ENGINEER WHEN THE SUBGRADE C.B.R. IS LESS THAN 10 OR WHEN A GREATER DEPTH IS NECESSARY TO PROVIDE SUFFICIENT SUABILITY. DEVELOPER MAY SUBMIT AND ALTERNATIVE PAVEMENT DESIGN BASED ON A SOILS ANALYSIS FOR APPROVAL BY THE COUNTY ENGINEER. COMPACTION TEST ON BOTH SUB-BASE AND BASE COURSES WILL BE REQUIRED.

PROPERTY LINE CURVE DATA

Curve	Delta	Radius	Length	Chord	Chord Bearing
C2	13°34'19"	686.00'	162.50'	162.12'	N 6°37'42" W
C3	8°43'47"	615.20'	93.73'	93.64'	N 9°02'43" W
C4	12°26'38"	679.85'	147.66'	147.37'	S 7°11'38" E
C5	13°34'29"	619.88'	146.86'	146.52'	S 6°37'42" E

BOUNDARY DESCRIPTION:

A part of the South Half of Section 10, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at the Intersection of the North Right of Way line of Antelope Drive (SR-127) and the East Right of Way line of Banbury Drive, said point being North 89°58'46" East 1430.05 feet along the Section Line and North 0°01'14" West 33.00 feet from the Southwest Corner of said Section 10; and running thence four (4) courses along said East Right of Way line as follows: (1) North 00°01'52" West 161.56 feet to the point of curve of a non-tangent curve, of which the radius point lies South 89°01'42" West; (2) Northerly along the arc of a 679.85 feet radius curve to the left a distance of 147.66 feet (Central Angle equals 12°26'38" and Long Chord bears North 07°11'38" West 147.37 feet) to a point of reverse curvature; (3) Northerly along the arc of a 619.88 feet radius curve to the right a distance of 146.86 feet (Central Angle equals 13°34'29" and Long Chord bears North 06°37'42" West 146.52 feet); and (4) North 00°09'32" East 33.70 feet to the South Boundary line of Banbury Place Phase 1 Subdivision; thence North 89°58'46" East 980.40 feet along said South Boundary Line and the South Boundary line of Banbury Place Phase 4 Subdivision; thence South 00°13'46" East 137.53 feet; thence South 89°29'57" West 108.37 feet; thence South 00°01'14" East 92.25 feet; thence South 89°56'58" West 180.57 feet; thence South 00°02'04" East 196.24 feet to said North Right of Way line; thence South 89°58'46" West 471.50 feet along said North Right of way line; thence North 135.91 feet; thence West 163.91 feet; thence South 00°03'22" West 135.37 feet to said North Right of Way Line; thence South 89°58'46" West 21.50 feet along said North Right of Way line to the POINT OF BEGINNING.

Containing 8.6787 acres, more or less.

Together with:

Beginning at a point North 89°58'46" East 1224.40 feet and North 0°01'14" West 233.00 feet from the Southwest Corner of said Section 10; and running thence North 00°01'14" West 62.02 feet; thence South 89°58'46" West 5.36 feet; thence North 00°09'27" East 225.00 feet; thence North 89°58'46" East 107.13 feet to the West Right of Way line of Banbury Drive; thence three (3) courses along said West Right of Way line as follows: (1) South 00°09'47" West 33.50 feet to the point of curve of a non-tangent curve, of which the radius point lies South 89°50'33" East; (2) Southerly along the arc of a 686.00 feet radius curve to the left a distance of 162.50 feet (Central Angle equals 13°34'19" and Long Chord bears South 06°37'43" East 162.12 feet) to the point of curve of a non-tangent curve, of which the radius point lies South 76°15'23" West; and (3) Southerly along the arc of a 615.20 feet radius curve to the right a distance of 93.73 feet (Central Angle equals 08°43'47" and Long Chord bears South 09°02'43" East 93.64 feet); thence South 89°58'46" West 137.71 feet to the POINT OF BEGINNING.

Containing 0.7836 acres, more or less.

NOTE Rotate Bearings 0°20'20" clockwise for NAD83 Bearings

Preliminary Plan

ENGINEER
Great Basin Engineering Inc.
5746 South 1475 East Suite 200
Ogden, Utah 84403
(801) 394-4515

DEVELOPER
Craythorne Development Inc.
C/O Erik Craythorne
601 West 1700 South
Syracuse, Utah 84075
(801) 776-4962

GREAT BASIN ENGINEERING
5746 SOUTH 1475 EAST OGDEN, UTAH 84403
MAIN (801)394-4515 S.L.C (801)521-0222 FAX (801)392-7544
WWW.GREATBASINENGINEERING.COM

REV | DATE | DESCRIPTION

Preliminary Plan

Banbury Town Homes
1650 South Banbury Drive
Syracuse City, Davis County, Utah
A part of Section 10, T4N, R2W, SLB&M, U.S. Survey

May 2022

SHEET NO. 1

13N734 – Prelim

W:\13N734 CRAYTHORNE BANBURY\DWG\13N734 - Prelim.dwg, 5/17/2022 11:09:20 AM, Kortneyg, 1:1



Scale: 1" = 40'

40 0 10 20 40 50 60 70 80

Graphic Scale

Concept

REV.	DATE	DESCRIPTION

GREAT BASIN ENGINEERING

5746 SOUTH 1475 EAST OGDEN, UTAH 84403
MAIN (801)394-4515 S.L.C (801)521-0222 FAX (801)392-7544
WWW.GREATBASINENGINEERING.COM

Concept Landscape Plan

Banbury Town Homes

1650 South Banbury Drive
Syracuse City, Davis County, Utah
A part of Section 10, T4N, R2W, SLB&M, U.S. Survey

June, 2022

SHEET NO.
L1

13N734 – Prelim

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 this Agreement, the Syracuse Municipal Code applies to all aspects of the Project, even if the Development Plan is inconsistent with those codes.

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

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

a) Varied rooflines;
b) Buildings may not exceed two stories;
c) Windows will vary in their muntin/mullion, and be of the size, quantity and location identified in the Development Plan;
d) Buildings of identical facades shall not be located abutting one another;
e) Garages shall be provided for each unit;
f) Each unit's front entrance shall include a window within the door, and a window to the side of the door, or above
g) Building materials for the front façade shall be constructed as depicted in the Development Plan, including natural stone, cementitious fiber-board, and asphalt shingles
h) No vinyl siding shall be utilized on the side or rear of the buildings

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

a) **Waterwise Landscaping.** Landscaping in park strips and in areas not intended to be utilized for recreational purposes shall be water-wise and utilize a mix of

vegetation and non-vegetative substances, utilizing drip irrigation once the vegetation has been established.

b) **Landscape Buffers.** The following apply to buffers along each perimeter:
   (i) East buffer.
   (ii) North buffer.
   (iii) West buffer
   (iv) South buffer

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

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

a) **Density.** The lots in the Project represent a net density of 10.04 units per acre. The maximum number of lots in the Project is 95.
b) **Common Space.** The project contains at least 20% of common spaces which are generally contiguous and meet all other applicable standards of the City Code and PRD Zone or has been reduced through agreement to pay an in lieu fee in Section 8 of this Agreement.
c) **Building Height.** Buildings built within the Project may be two stories, but no more than 35 feet in height from grade.
d) **Parking.** Each unit shall include an enclosed garage, driveway parking and guest parking, as provided on the Development Plan, for a total parking yield of 318 stalls.
e) **Layout, Circulation and Connectivity.** The layout of the Project as shown in the Preliminary Plat, attached hereto as Exhibit C and incorporated by reference, is approved by the City.

8. **Homeowner Association.** The Developer warrants and provides assurances that all landscaping, private drives, and amenities located within the Project shall be maintained by a private homeowner's association. The association shall either be created for this Property, or it shall be absorbed by another Association. All costs of landscaping, private drive and amenity maintenance, replacement, demolition, cleaning, snow removal, or demolition, shall be borne exclusively by the homeowner's association. The City shall have no maintenance responsibility in relation to the property owned by the homeowner association and shall only plow and maintain public roads that are designated as public on the plat.

9. **Onsite Improvements.** The Developer (and/or any subsequent owner of the Project) shall be responsible for the installation of all onsite parking, drive aisles, culinary water, secondary water, sewer, and storm drainage improvements sufficient for the development of the Project in accordance with the City Code. The culinary water, secondary water, sewer, stormwater detention basin, and storm drain connections shall be made where and as approved by the City, which approval will not be unreasonably withheld. The existing utilities stubbed into the property are privately owned and approvals for connection to those mains shall be approved by the utility

owner. The City does not object to connecting to those mains provided they are adequately sized to service the development. The City shall have no responsibility of maintenance related to the improvements.

10. **Parking Lot.**

a) The Project shall include a 50-stall parking lot (the "Parking Lot") on the West side of Banbury Drive (Parcel Number 12-052-0146), as designated on the Development Plan.

b) At the conclusion of warranty period for the improvements, the Developer shall convey Parcel 12-052-0146 and the Parking Lot improvements to the City via Warranty Deed, subject to a perpetual easement for the Developer and subsequent property owners to utilize the Parking Lot for the benefit of the Project and the parcel South of the Parking Lot (Parcel 12-052-0124).

c) The warranty deed shall be prepared by the City, subject to the Developer's reasonable approval, and all costs of recordation for the conveyance shall be borne by the City.

d) Upon recordation of the warranty deed, all maintenance responsibility for the Parking Lot shall be borne by the City. Maintenance responsibilities prior to that date shall be retained by the Developer.

11. **Culinary Water**.

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

b) Two connections to the City's culinary system are required and no more than fifteen (15) services may be served off a dead end culinary main.

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:

Q-2, LLC
601 West 1700 South
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. **General Terms and Conditions.**

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

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

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

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

e) Ethical Standards. The Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee

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

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

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

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

Q-2, LLC

By: _____
Owner/Manager

_____ _____
Signature Date

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2022, personally appeared before me _____, the authorized signer and trustee of _____, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Development Agreement on behalf of said company and who duly acknowledged to me that he/she executed the same for the purposes therein stated.

_____
Notary Public

SYRACUSE CITY

By _____
David Maughan, Mayor

Attest:

_____
Cassie Z. Brown, MMC
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2022, personally appeared before me Mayor David Maughan, the authorized signer of Syracuse City, whose identity is personally known to me, to be the person who executed the Development Agreement on behalf of Syracuse City, and who duly acknowledged to me that he executed the same for the purposes therein stated.

_____
Notary Public

Approved as to Form:

_____
Paul H. Roberts
City Attorney

EXHIBIT A

PROPERTY BOUNDARY DESCRIPTIONS

Parcel 12-052-0079

BEG ON THE E LINE OF THE PPTY CONV BY DEED RECORDED AS ENTRY #525338 & THE NW COR OF THE PPTY CONV BY DEED RECORDED AS ENTRY #357107, WH PT IS W 1204.5 FT ALG THE SEC LINE & N 10 RODS FR THE S 1/4 COR OF SEC 10-T4N-R2W SLM, & RUN TH E 100 FT; TH N 0^0'14" E 335.993 FT; TH N 89^58'46" E 493.56 FT;TH N 0^01'14" E 15.09 FT TO THE COMMON LINE OF BANBURY PLACE PHASES 1,4,& 5,TH S 89^58'46"W 593.72 FT ALG SD LINE,TH S 0^01'14" E 353.56 FT TO THE POB. CONT. 1.03 ACRES

Parcel 12-052-0080

BEG ON THE S'LY LINE OF BANBURY PLACE PHASE 4, SD PT BEING W 1204.5 FT ALG THE SEC LINE & N 10 RODS & E 100 FT & N 0^0'14" E 335.993 FT & N 89^58'46" E 593.72 FT FR THE S 1/4 COR OF SEC 10-T4N-R2W, SLM; & RUN TH ALG THE LN OF SD SUBD; N 89^58'46" E 332.99 FT, TH S 15.09 FT, M/L, TO A PT E OF THE POB. TH W 333 FT, M/L, TH N 0^01'14" E 15.09 FT T0 THE POB. CONT. 0.12 ACRES

Parcel 12-052-0110

BEG AT A PT ON THE N LN OF ANTELOPE DRIVE (1700 SOUTH); SD PT BEING S 89^58'46" W 841.50 FT ALG SEC LN & N 00^01'14" W 33.00 FT FR THE S 1/4 COR OF SEC 10-T4N-R2W, SLM; & RUN TH N 00^01'14" W 132.00 FT; TH S 89^58'46" W 132 FT; TH S 00^01'14" E 132 FT TO SD N LN; TH N 89^58'46" E 132 FT TO THE POB. CONT. 0.40 ACRES

Parcel 12-052-0145

BEG AT A PT W ALG THE SEC LINE 1204.5 FT & N 00^19'03" E 33.00 FT TO THE N'LY HWY R/W OF EXISTING SR-108 FR THE S 1/4 COR OF SEC 10-T4N-R2W, SLM, & RUN TH N 89^40'57" W 19.10 FT TO THE E LINE OF BANBURY DR; TH THE FOLLOWING 4 COURSES & DISTANCES ALG SD LINE: N 00^00'14" E 149.95 FT & NE'LY 159.25 FT ALG THE ARC OF A 680.00 FT RAD CURVE TO THE LEFT (LC BEARS N 6^42'19" W 158.89 FT) & NE'LY 146.86 FT ALG THE ARC OF A 620.00 FT RAD CURVE TO THE RIGHT (LC BEARS N 6^37'47" W 146.52 FT) & N 00^09'27" E 33.7 FT TO THE S LINE OF

LOT 51, BANBURY PLACE PH 5 SUB; TH ALG SD S LINE N 89^58'46" E 56.87 FT; TH S ALG SD E LINE 485.56 FT TO THE POB. CONT. 0.396 ACRES

Parcel 12-052-0146

BEG AT A PT W ALG THE SEC LINE 1204.5 FT & W 87.22 FT & N 133 FT FR THE S 1/4 COR OF SEC 10-T4N-R2W, SLM; & RUN TH W 127.41 FT, M/L, TO W LINE OF PPTY CONV BY DEED RECORDED AS ENTRY #525338; TH N ALG THE W LINE OF SD PPTY 160.31 FT; TH W 18.10 FT TO PT OF BNDRY AGMT 2108-166; TH ALG SD AGMT N 0^09'27" E 225.00 FT TO THE SW COR OF BANBURY PLACE PH 5; TH ALG SD LINE N 89^58'46" E 107.13 FT TO THE W LINE OF BANBURY DR; TH ALG SD W LINE THE FOLLOWING 4 COURSES & DISTANCES: S 00^09'27" W 33.5 FT & SE'LY 162.50 FT ALG THE ARC OF A 686.00 FT RAD CURVE TO THE LEFT (LC BEARS S 6^37'47" E 162.12 FT) & SE'LY 143.80 FT ALG THE ARC OF A 614.00 FT RAD CURVE TO THE RIGHT (LC BEARS S 6^42'19" E 143.47 FT) & S 00^00'14" W 49.98 FT, M/L, TO THE POB. CONT. 0.97 ACRES

Parcel 12-052-0147

BEG 59 RODS W & N 00^19'03" E 33.00 FT OF THE SE COR OF THE SW 1/4 OF SEC 10-T4N-R2W, SLM; RUN TH 132.00 FT N; TH 4 RODS W; TH 132.00 FT S; TH S 89^40'57" E 66.00 FT TO THE POB. CONT. 0.20 ACRES

Parcel 12-052-0148

BEG AT A PT 2940.43 FT W & N 0^09'27" W 317.52 FT FR SE COR SEC 10-T4N-R2W, SLM; TH N 183.149 FT, TH S 89^58'46" W 820.61 FT, TH S 0^00'14" W 335.993 FT, TH E 279.50 FT; TH S 132.00 FT, TH N 89^40'57" E 216.85 FT, M/L, TO THE NE COR OF THE PPTY DESC IN THE THIRD DESCRIPTION IN WARRANTY DEED RECORDED 10/02/2008 AS E# 2396246 BK 4627 PG 182; TH N 0^09'27" E 156.61 FT; TH N 89^58'46" E 215.73 FT, TH N 0^12'52" E 127.0 FT, TH N 89^29'57" E 108.37 FT TO POB. CONT. 6.478 ACRES

Parcel 12-052-0149

BEG AT A PT S 89^58'46" W 51 RODS W & N 00^20'17" E 33.00 FT FR THE SE (COR) SW 1/4 SEC 10-T4N-R2W, SLM; & RUN N 132.00 FT; TH E 16.33 FT; TH S 132.00 FT; TH N 89^40'57" W 16.33 FT TO THE POB. CONT. 0.05 ACRES

EXHIBIT B

Development Plan

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

EXHIBIT C

Preliminary Plat

ORDINANCE NO. 2022-15

AN ORDINANCE AMENDING THE SYRACUSE CITY ZONING MAP FOR PROPERTY AT APPROXIMATELY 1700 SOUTH BANBURY DRIVE FROM AGRICULTURAL (A-1) TO PLANNED RESIDENTIAL DEVELOPMENT (PRD) AND GENERAL COMMERCIAL (GC).

WHEREAS, the City Council has the authority pursuant to state law to establish ordinances for the health, welfare, comfort and safety of residents and visitors of the City; and

WHEREAS, the property owner has requested a zone change for land located at approximately 1700 South Banbury Drive from A-1 to GC and PRD, as shown on the attached zoning map; and

WHEREAS, this zone change request will impact and attach to land currently zoned PRD to the North of the areas to be zoned; and

WHEREAS, the Syracuse City Planning Commission conducted a public hearing and provided a recommendation to the council for the proposed zone change, which was a negative recommendation; and

WHEREAS, the City Council has considered the objections made by residents to the rezone and the Planning Commission's reasons for providing the negative recommendation; and

WHEREAS, the City Council finds that the rezoning of this property will provide an opportunity for appropriately placed townhome development near the Syracuse City Center, allow sensible access to Antelope Drive for residents and guests, and will also provide for a parking lot immediately adjacent to the Founder's Park, for the use of both the public and residents and guests of the proposed development,

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

Section 1. **Amendment.** The Syracuse City Zoning Map shall be amended as provided in Exhibit A, changing the zoning of the property at approximately 1700 South Banbury Drive from A-1 to GC and PRD.

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 _____, 2022.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, MMC
City Recorder

Mayor Dave Maughan

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Bingham	____	_____
Councilmember Carver	____	_____
Councilmember Savage	____	_____
Councilmember Teague	____	_____
Councilmember Watson	____	_____

Exhibit A

COUNCIL AGENDA

July 12, 2022

Agenda Item #8

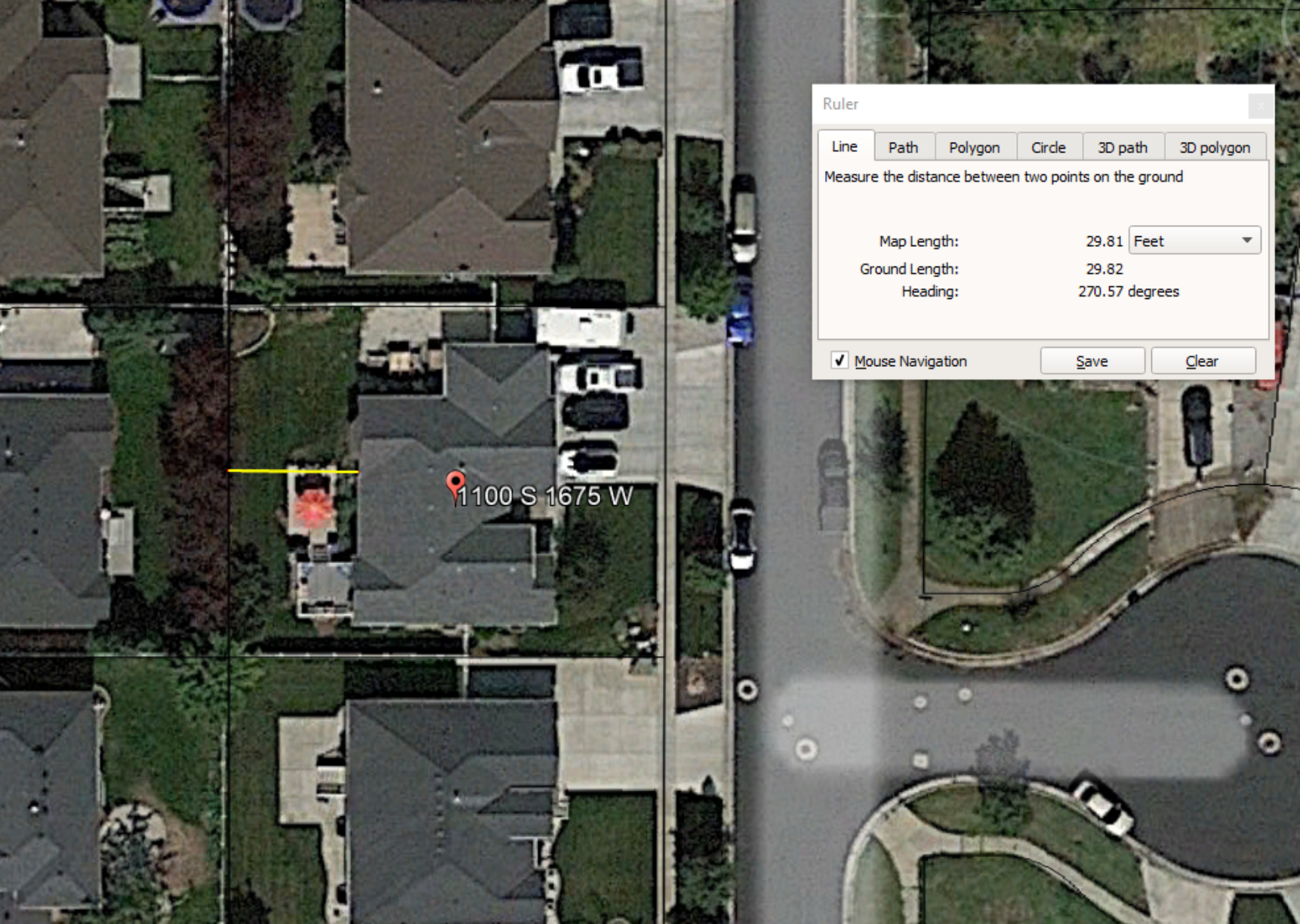
Potential Rezone from R2 to R3

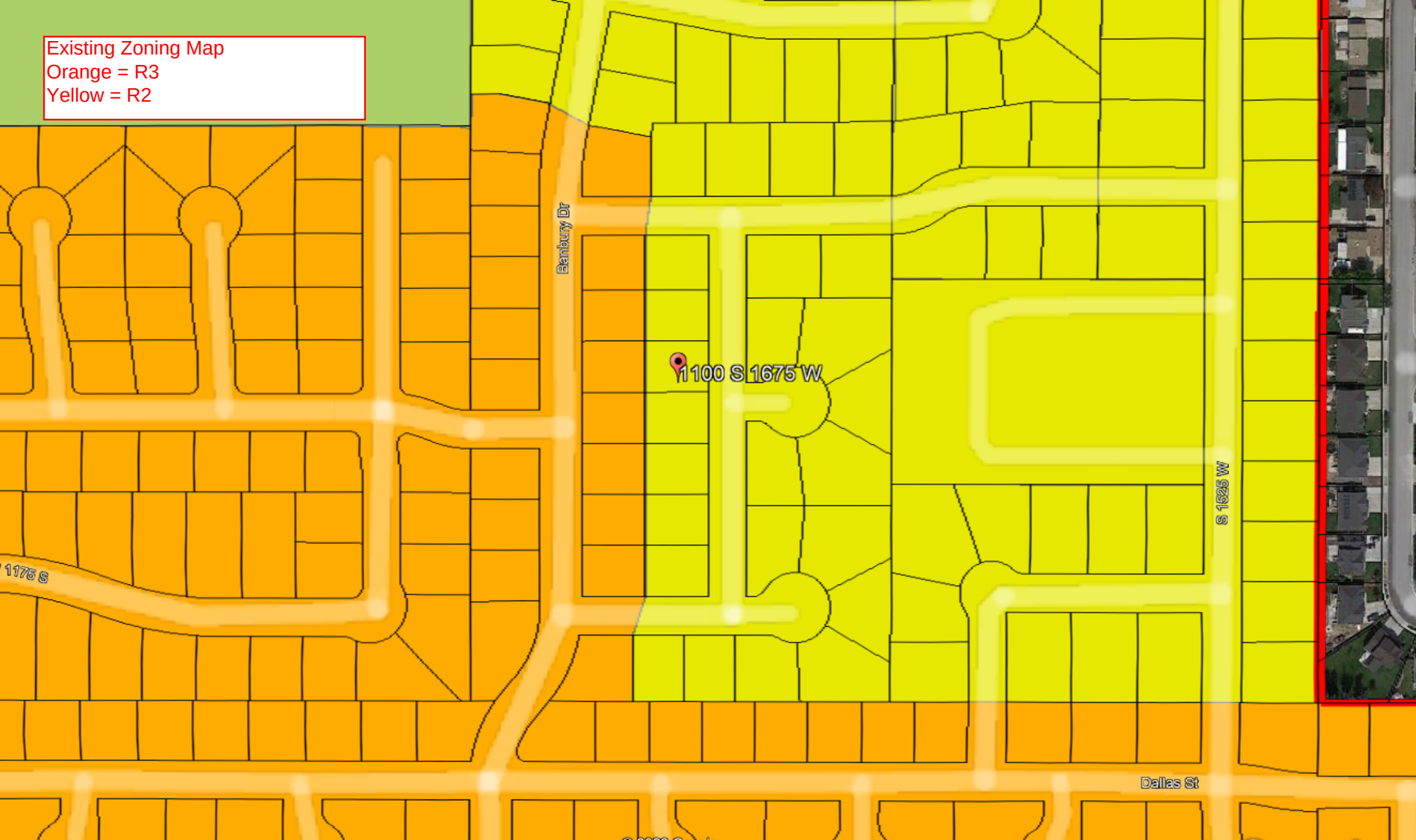
Summary

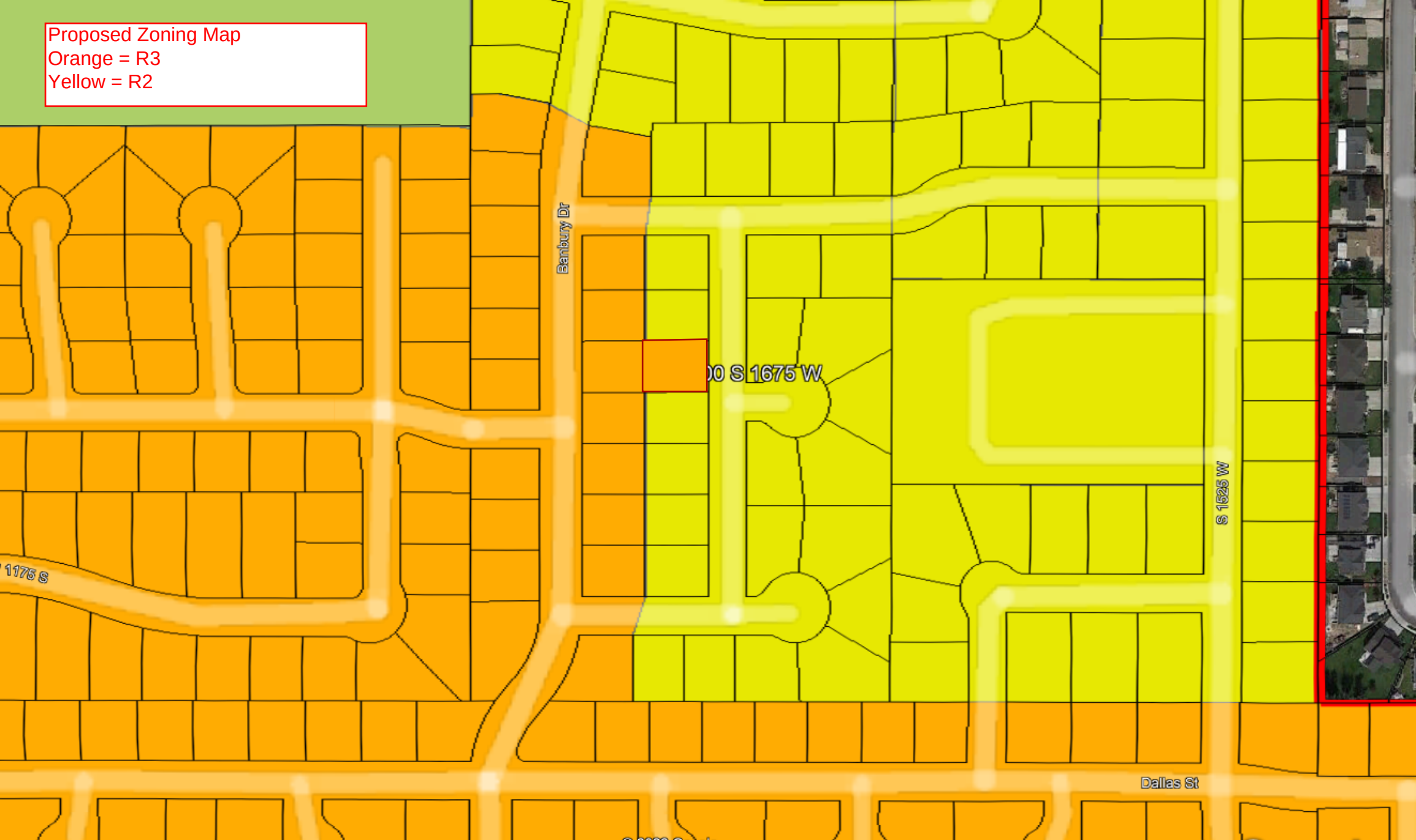
Lance Cheshire has requested to rezone his property at 1100 S 1675 W from R-2 to R-3. He desires to construct a stairway and entrance into his basement. Our current practice for measuring setbacks associated with a building permit is to measure from the foundation to the property line. Since his concrete retaining wall stairs tie into the concrete foundation of the home, for purposes of setback measurement, the stairways addition places the home closer to the rear property line. The R-2 rear setback requirement is 30 feet and the R-3 setback requirement is only 20 feet. As measured, the new stairway would encroach into the 30 foot setback. For this reason he is applying to the R-2 zone for an additional 10 feet of rearyard for his desired stairs down to his basement. The homes along his rear yard boundary are already R-3 so this rezone doesn't create and island. The rezone is also still consistent with the General Plan designation of 'low density residential'.

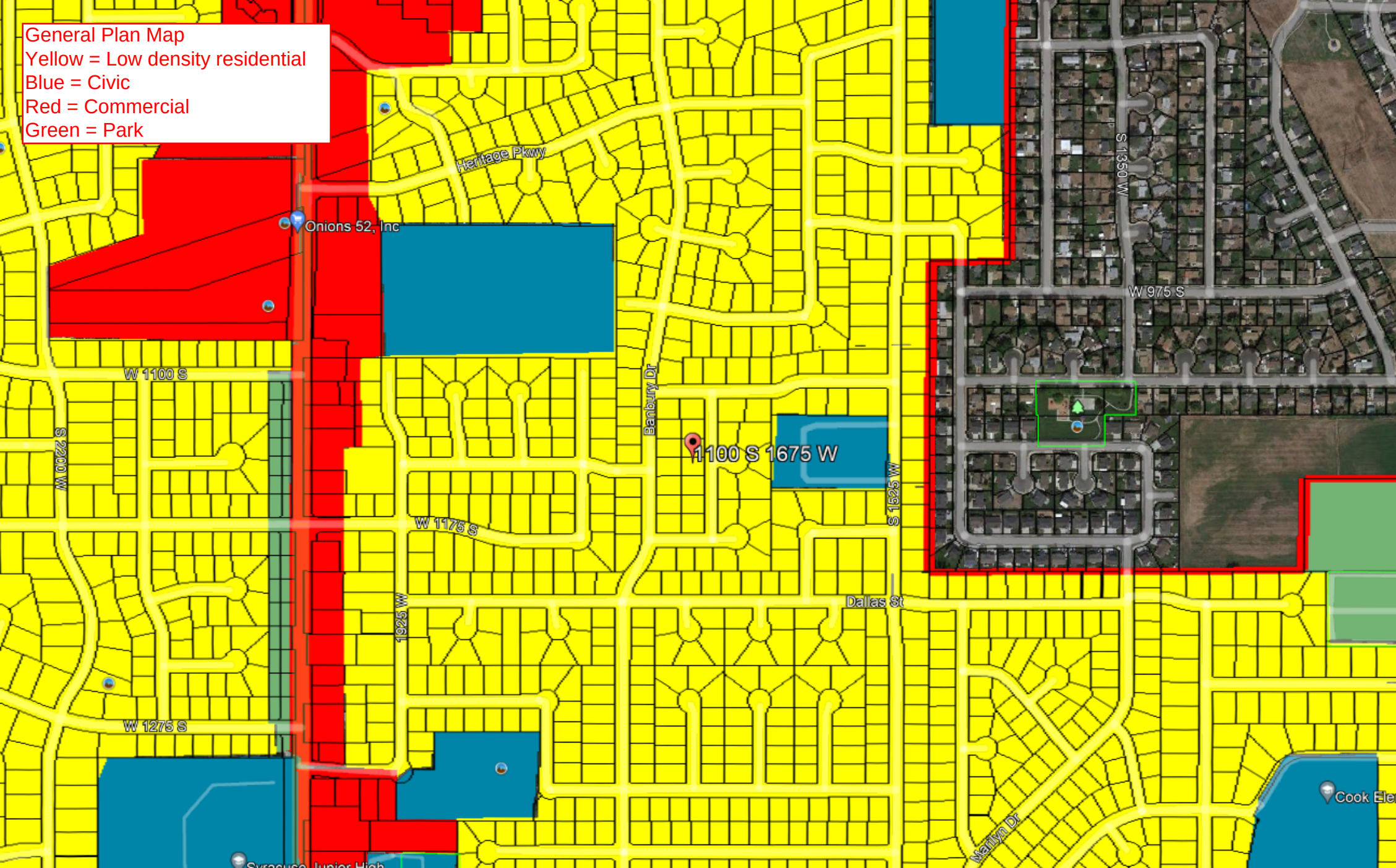
Recommendation

Planning Commission held a public hearing on this item on June 21, 2022. No comments were recieved from the public. The Commission voted to recommend approval 6-1. The dissenting vote felt that the item should have been a variance and not a rezone.


1100 S 1675 W
Ruler
Line
Path
Polygon
Circle
3D path
3D polygon
Measure the distance between two points on the ground
Map Length:
29.81
Feet
Ground Length:
29.82
Heading:
270.57 degrees
Mouse Navigation
Save
Clear


Existing Zoning Map
Orange = R3
Yellow = R2
Banbury Dr
1100 S 1675 W
S 1525 W
1175 S
Dallas St


Proposed Zoning Map
Orange = R3
Yellow = R2
Banbury Dr
00 S 1675 W
S 1525 W
1175 S
Dallas St


General Plan Map
Yellow = Low density residential
Blue = Civic
Red = Commercial
Green = Park
Heritage Pkwy
Onions 52, Inc
S 1350 W
W 975 S
W 1100 S
S 2200 W
Banbury Dr
1100 S 1675 W
S 1525 W
W 1175 S
W 1325 S
Dallas St
W 1275 S
Cook Ele
Marilyn Dr

ORDINANCE NO. 2022-16

AN ORDINANCE AMENDING THE SYRACUSE CITY ZONING MAP FOR PROPERTY AT 1100 SOUTH 1675 WEST FROM R-2 RESIDENTIAL TO R-3 RESIDENTIAL.

WHEREAS, the City Council has the authority pursuant to state law to establish ordinances for the health, welfare, comfort and safety of residents and visitors of the City; and

WHEREAS, the property owner has requested a zone change for land located at 1100 South 1675 West from R-2 to R-3, as shown on the attached zoning map; and

WHEREAS, the Syracuse City Planning Commission conducted a public hearing and provided a positive recommendation to the council for the proposed zone change; and

WHEREAS, the City Council finds that the rezoning of this property will provide an opportunity for the property owner to improve his land in conformity with the new zone in a manner which will not be disruptive to neighbors, and that the zone change is not detrimental to the health, welfare or morals of the community,

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

Section 1. **Amendment.** The Syracuse City Zoning Map shall be amended as provided in Exhibit A, changing the zoning of the property at 1100 South 1675 West from R-2 to R-3.

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 _____, 2022.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, MMC
City Recorder

Mayor Dave Maughan

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Bingham	____	_____
Councilmember Carver	____	_____
Councilmember Savage	____	_____
Councilmember Teague	____	_____
Councilmember Watson	____	_____

Exhibit A

COUNIL AGENDA

July 12, 2022

Agenda Item #9

Potential Text Amendment of Ordinance 10.30.020

Summary

Jared Stoker has requested to amend the ordinance to allow him to place an accessory structure closer to the street than currently allowed. Currently ordinance requires that accessory structures not be placed in the front yard setback. They may be placed in the rear or side yards and setbacks are determined by the height of the accessory structure. The applicant's house is in an R-1 zone which as a front setback of 25 feet. The applicant's house is also located in a cul-de-sac. The applicant argues that the unique context of this situation would have minimal impact to the surrounding neighborhood since there is low traffic on his street.

Recommendation

Planning Commission reviewed the item and held a public hearing on June 21, 2022. No public comments were received. The Planning Commission voted to recommend denial of this amendment. They all felt that rather than amend the ordinance, instead the item would be a better candidate for a variance through the Board of Adjustment.

Attachements

-Potential ordinance amendment language

10.30.020 Regulations for Buildings and Structures

(F) Accessory Buildings and Structures.

(1) General Requirements.

(a) No accessory building may be located within a recorded easement unless authorized by the applicable easement holder through written approval.

(b) No accessory building or structure may encroach into the following: a required front yard setback as defined in the applicable zone, between the front facade of the home and a public street, and/or onto neighboring property.

(i) except at the end of a cul-de-sac, the structure may encroach into the front yard up to 5 feet

(c) Accessory buildings shall not direct water onto neighboring property.

(d) No accessory building, structure, or group of buildings or structures, excluding swimming pools in any residential zone shall, in combination, cover more than 25 percent of the rear yard and side yard space.

(e) All accessory structures 200 square feet or more must maintain a distance of five feet from any structure 200 square feet or greater.

ORDINANCE NO. 2022-17

AN ORDINANCE AMENDING SECTION 10.30.020(F)(1) OF THE SYRACUSE MUNICIPAL CODE RELATED TO ACCESSORY BUILDING ENCROACHMENT INTO FRONT YARDS OF CUL-DE-SAC PROPERTIES.

WHEREAS, the City Council has the authority pursuant to state law to establish ordinances for the health, welfare, comfort and safety of residents and visitors of the City; and

WHEREAS, the City Council finds the code should be adjusted to allow accessory structures for properties located at the end of a cul-de-sac to encroach into the yard up to 5 feet, so long as no more than 25% of the rear and side yard space is covered; and

WHEREAS, the Planning Commission, after conducting a public hearing, recommended against adoption of the amendment; and

WHEREAS, the City Council has reviewed their findings and understands the grounds for their recommendation; and

WHEREAS, the City Council finds that the proposed changes will not degrade the health, safety and welfare of the community, and will allow appropriate land uses within the city,

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

Section 1. **Amendment.** Section 10.30.020(F)(1) of the Syracuse Municipal Code is amended, as attached in Exhibit A.

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

Section 3. **Effective Date.** This Ordinance shall become effective immediately after publication or posting.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS ___th DAY OF _____, 2022.

SYRACUSE CITY

ATTEST:

_____ _____

Cassie Z. Brown, MMC
City Recorder

Mayor Dave Maughan

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Bingham	____	_____
Councilmember Carver	____	_____
Councilmember Savage	____	_____
Councilmember Teague	____	_____
Councilmember Watson	____	_____

Exhibit A

COUNCIL AGENDA

July 12, 2022

Agenda Item #10

Potential Land Trade/Sale to Ivory Land Corporation located approximately 2325 S. 1230 W.

Summary
The city is entertaining a transaction to trade land with Ivory Homes. See attached for the draft trade agreement. City policy requires a public hearing and recommendation from Planning Commission prior to selling/trading land. The City Council will have the final vote for the transaction. The Planning Commission held a public hearing on 06/07/22. They are forwarding a recommendation to not trade the property following a well attended public hearing voicing opposition to the transaction.

There is an optional opportunity to trade/sell approximately 2.72 acres of city land for approximately 1.08 acres of land owned by Ivory Homes. The 1.08 acres of Ivory property is located directly west of the existing Legacy Park. The intent is to expand Legacy Park on the newly aquired land and potentially build a new fire station there as well. The resulting more rectangular park shape would be more useable space for soccer and other field sports and have the needed frontage to develop a fire station. Since the value and acreage of the city property is larger than that of the Ivory property, Ivory will pay the cost difference resulting in approximately $363,591.77 payment to the city that could be used to develop the park expansion. Also, adjacent to the future park/fire station area, there will need to be road improvements including curb, gutter, and sidewalk installed. Those improvement costs would be deducted from the cash payment.

The original intent when the city purchased the 2.72 acres in 2004 was to expand Legacy Park as it is adjacent and to the south of the existing park. Council minutes indicate that the intent of the purchase was to expand the park. However, there is no deed restriction or contract in place that requires the city to only utilize the land as parkland. The land was not donated to the city and the city paid fair market value at the time. The city hired a landscape architect to envision what the "L" shaped park would look like. It included a linear water feature and parking. For unknown reasons, the city never developed the park as planned. Possible reasons include a recession in 2007 which put a hold on city projects because of reduced revenue and also there was a change in city manager leadership at the time. If the trade is executed, Ivory intends to build approximately 8 lots and a road on the land that would connect to the end of Grant's Lane. This portion would be developed along with Ivory's adjacent Legacy View Estates subdivision.

Grant's Lane is currently a cul-de-sac, dead end road. Originally, Grant's Lane was a private drive that serviced only the duplexes adjacent to 1000 W. Later, 4 homes were desired to be built west of there and the private drive was extended to service the homes. At some point between 2005 and 2006, the dead end road was improved with sidewalk and a cul-de-sac. It is assumed that this was the point when it was dedicated to the city as a public ROW and the city made the improvements. The most narrow portion of the paved surface is approximately 30 feet. The standard low volume road design calls for 25' asphalt with curb pans, so 29' driveable surface. The minimum that fire code requires is 26 feet. The road does meet fire code. Also, if the trade is completed, and once Ivory builds their proposed Legacy View subdivision, Grant's lane would be one of seven entrances into the new project and is not anticipated to carry heavy traffic.

(cont. from previous page)

The city commissioned an independant appraisal from Wall Appraisal Company LLC. Date of the report was March 14, 2022. The appraisal came back at $658,000 for the 2.72 acres of city land. The city purchased the land in 2004 for $125,440 which at the time was fair market value. The offer from Ivory for the city land is $805,720.60. The value of the Ivory property is agreed to be $345,308.83. The value of the road improvements Ivory will complete for the city is $98,820. The sum of the Ivory Property Value, the Cash Payment, and the cost of the Road Improvements is deemed equal to the City Property Value.

Although this has proven to be a contentious item, the city's responsiblity lies in weighing the pros and cons of all opportunities that could benefit the greater good of the residents of the city as a whole, including improving fire and police response and exploring cost concious ways to add park space.

Option A

- Existing park size is 2.93 acres
- 5.75 acres new park to be developed
- 8.73 acre park total
- 'L' shaped park
- Grants lane may still possibly connect through future park
- Will have to fund park expansion in unknown future budget
- City may be left to pay for road frontage improvements on 2325 S adjacent to park.



Option B

- Existing park size is 2.93 acres
- 4.36 acres new park to be developed
- 7.29 acre park total (1.44 acres smaller)
- Rectangular shaped park with more street frontage for on street parking.
- Grant's lane becomes through street
- $363, 591.77 revenue from land sale could be used to fund immediate park expansion.
- All road improvements will be constructed and paid for with transaction.



Ivory Land Trade Q & A:

Why is the city even considering this trade?

Because the proceeds from the transaction could potentially be used to expand Legacy Park sooner than later and because the connection of Grant's Lane to 1000 W would result in improved fire and police response and improved circulation for residents. It would also result in a net loss of 1.44 acres of total parkland and add traffic impacts to the families that live on Grant's Lane. It would also upset the family that originally sold the land to the city. That is why the city has a long process with plenty of input to weigh out the pros and cons.

Was the land donated to the city?

No. The land was purchased at fair market value in 2004.

Is there a legal obligation to only build a park on the land?

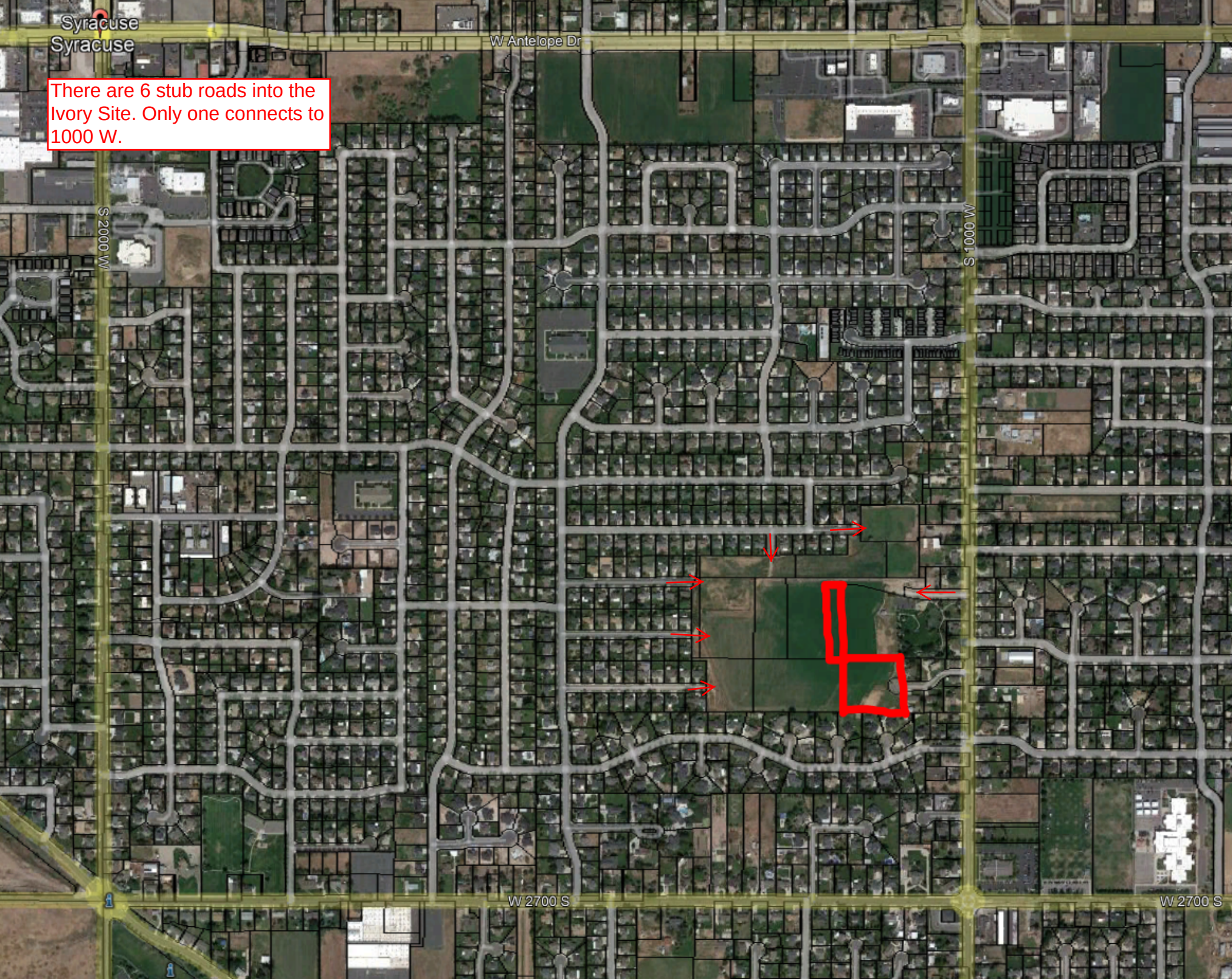
No. No deed restriction, development agreement or other contract exists, to our knowledge, that restricts the city's future use of the property.

Was there a promise from the city to only use the land for a park?

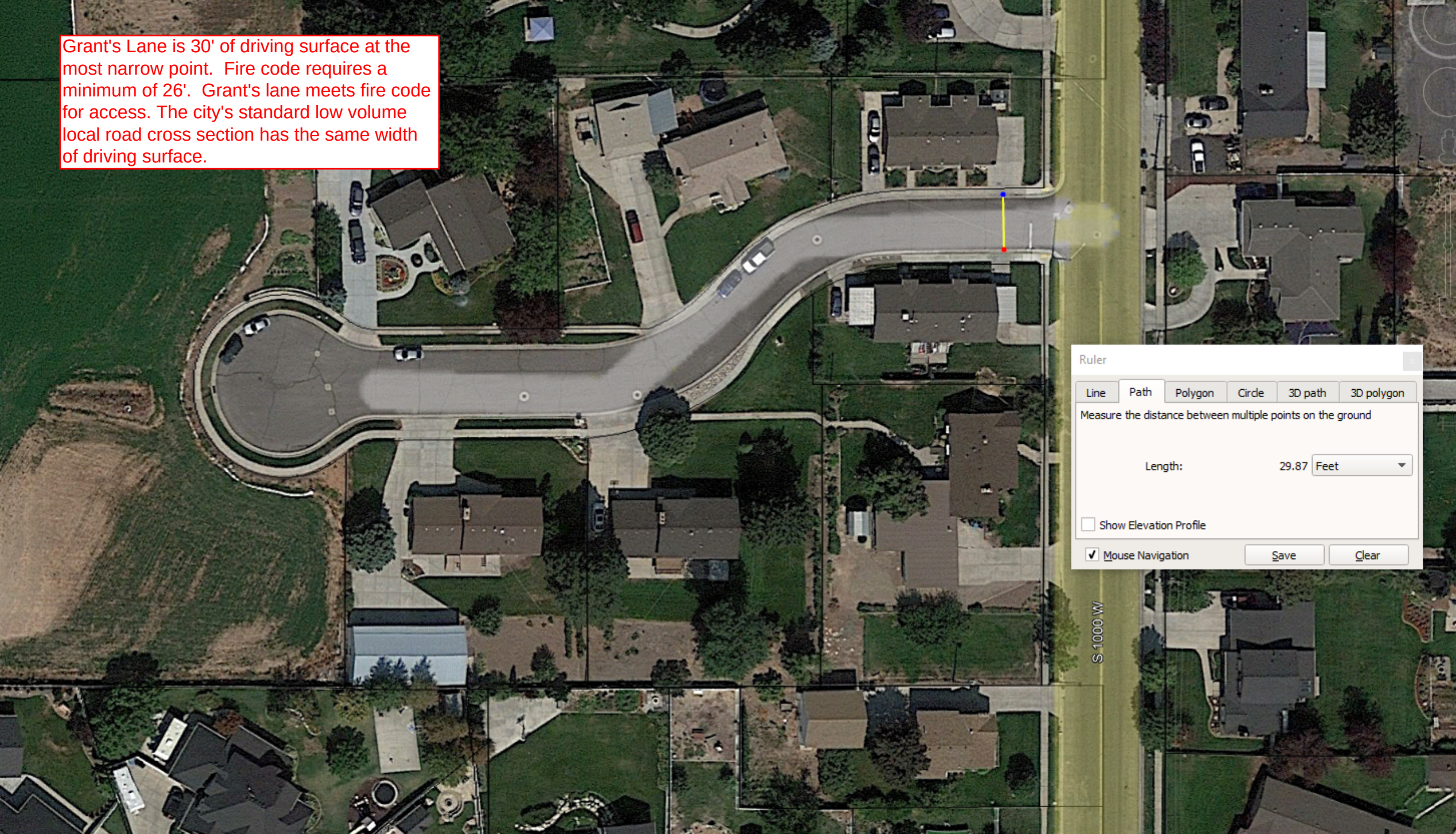
The city council meeting minutes from the time say that the city intended to use the land for a park. Also, the city commissioned a landscape architect to do a concept design of the park. It is clear that the city intended to use the land for a park but no express promise to only use the land that way or promise to return the land if not used that way has been found. As in most real estate transactions, once the deed is transfered, the new owner may use the property as desired.

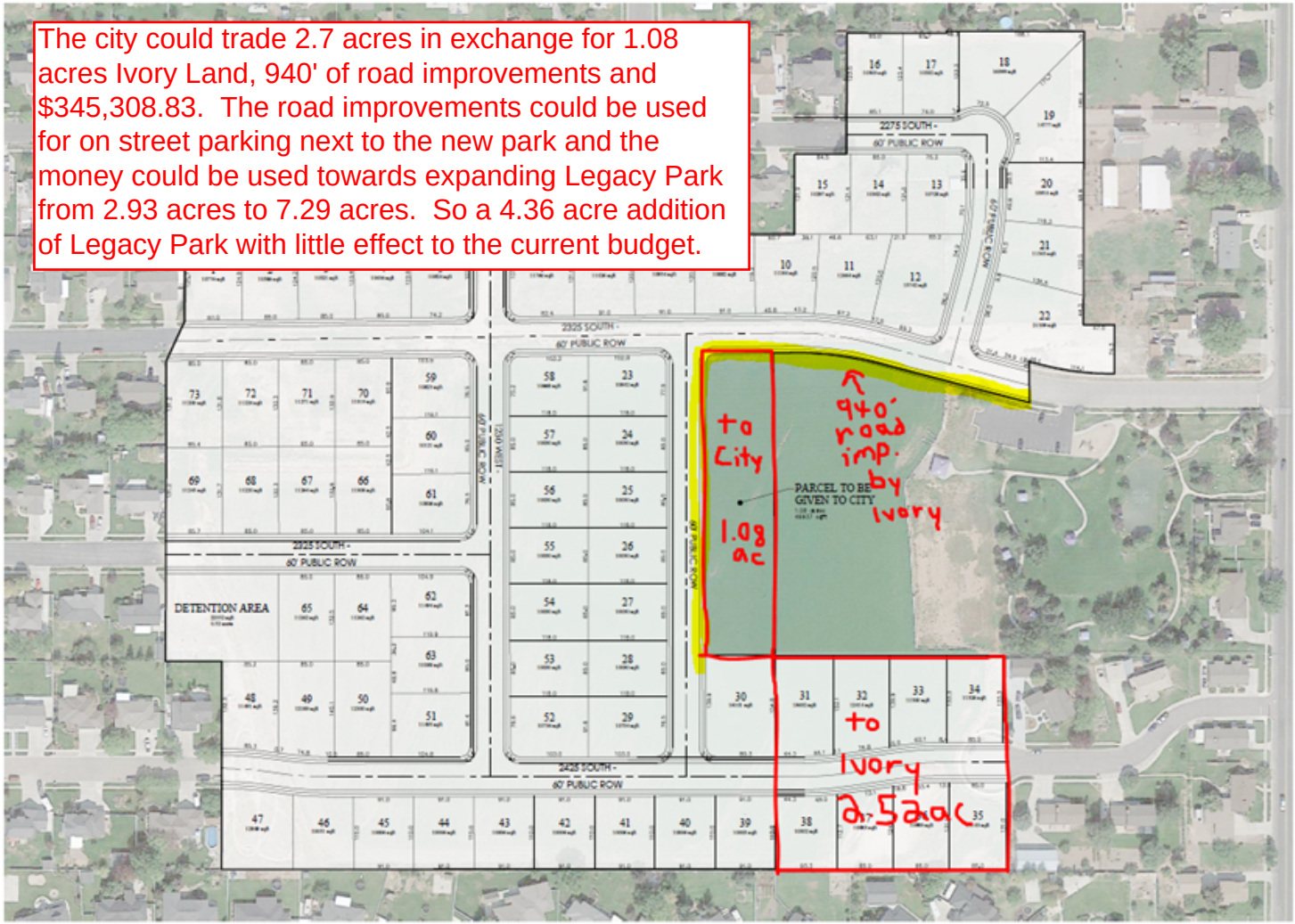
Is Grant's Lane too narrow to handle the added traffic if the road connected?

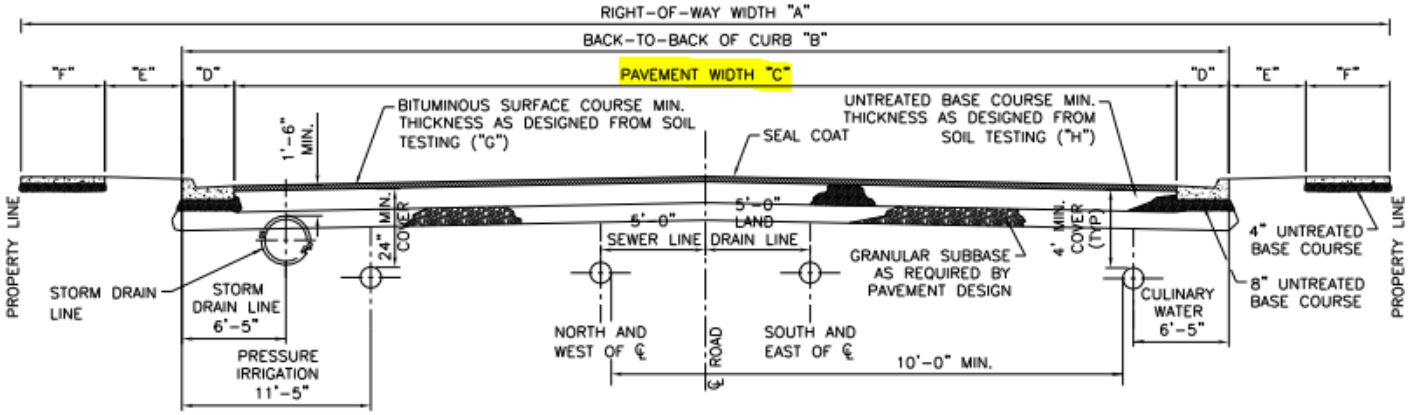
Grant's lane has equal pavement width as the city's standard road cross section for the 'Low Volume Local' The pavement width also meets fire code minimum width of 26'. The details of the standard roads can be found in the standard engineering drawings. The standards say Low Volume Local streets can be used when traffic volumes of 400 vehicles or less per day are present. Without a traffic study, it is unclear the exact traffic counts that would be generated from the proposed neighborhood to the West. However, we can do some estimates. The proposed Ivory subdivision has 70 units. If the trade happens, there would be another 8 lots. Institute for Transportation Engineers' (ITE) Trip Generation manual gives an average 24-hour trip rate of 9.57 vehicle trips per single-family detached dwelling unit in a suburban area not served by transit. So 9.57 trips x 78 units = 746 trips. Grant's lane would be 1 of 2 ingress/egress points to 1000 W so 746 divided by 2 = 373. Not counting some of the trips that would go west to 1475 W or existing residents who might cut through. Under these assumptions, Grant's lane would qualify for the low volume local road.


Syracuse
Syracuse
There are 6 stub roads into the Ivory Site. Only one connects to 1000 W.
W Antelope Dr
S 2000 W
S 1000 W
W 2700 S
W 2700 S


Syracuse
Syracuse
W Antelope Dr
S 1000 W
W 2700 S
W 2700 S
Along the west side of 1000 W there are 7 access points to through streets. Along the east side of 1000 W there are 3. More access disperses traffic and improves fire and police response. Once Ivory builds their subdivision there will be 4 access points. If Grant's lane were to connect, there would be 5 which is still 2 less than the west side.
1
2
3
4
5
6
7


Grant's Lane is 30' of driving surface at the most narrow point. Fire code requires a minimum of 26'. Grant's lane meets fire code for access. The city's standard low volume local road cross section has the same width of driving surface.
Ruler
Line
Path
Polygon
Circle
3D path
3D polygon
Measure the distance between multiple points on the ground
Length:
29.87
Feet
Show Elevation Profile
Mouse Navigation
Save
Clear
S 1000 W


The city could trade 2.7 acres in exchange for 1.08 acres Ivory Land, 940' of road improvements and $345,308.83. The road improvements could be used for on street parking next to the new park and the money could be used towards expanding Legacy Park from 2.93 acres to 7.29 acres. So a 4.36 acre addition of Legacy Park with little effect to the current budget.
2275 SOUTH - 60' PUBLIC ROW
2325 SOUTH - 60' PUBLIC ROW
2425 SOUTH - 60' PUBLIC ROW
1250 WEST - 60' PUBLIC ROW
DETENTION AREA
PARCEL TO BE GIVEN TO CITY
to City
1.08 ac
940' road imp. by Ivory
to Ivory
2.52 ac

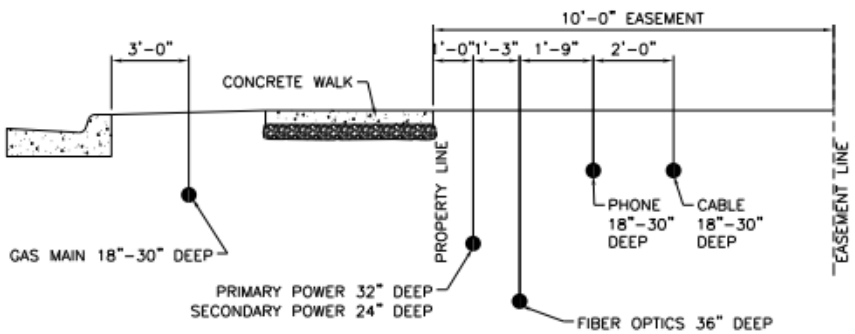


TYPICAL STREET DIMENSIONS								
STREET DESIGNATION	"A"	"B"	"C"	"D"	"E"	"F"	"G"	"H"
ARTERIAL	110	91'	86'	2.5'	*2.0'	*5.0'	NOTE 2	NOTE 2
MINOR ARTERIAL	84'	66'	61'	2.5'	*4.0'	5.0'	NOTE 2	NOTE 2
COLLECTOR	66'	50'	45'	2.5'	*3.0'	5.0'	NOTE 2	NOTE 2
LOCAL	60'	40'	35'	2.5'	*5.0'	5.0'	*3"	*10"
LOW VOLUME LOCAL	60'	30'	25'	2.5'	*10.0'	5.0'	*3"	*10"
*MINIMUM REQUIREMENT								

NOTES:
1. TOP BACK OF CURB ON BOTH SIDES OF ROAD TO BE SAME ELEVATIONS.
2. THE CITY ENGINEER SHALL VERIFY PAVEMENT DESIGN PRESCRIBED BY SOILS REPORT (SEE SPECIFICATIONS).
3. COMMERCIAL AND INDUSTRIAL STREET SECTIONS ARE DETERMINED BASED ON A TRAFFIC ANALYSIS FOR THE PARTICULAR USE.
4. VARIATIONS IN TYPICAL STREET DIMENSIONS MAY BE CONSIDERED BY THE CITY WHERE PHYSICAL CONSTRAINTS OF THE NATURAL LAND OR CREATING ENHANCEMENTS WOULD PREVENT THE ABILITY TO FOLLOW ESTABLISHED DIMENSIONS.

1 STANDARD STREET SECTION

SCALE:NOT TO SCALE



A UTILITY EASEMENT SECTION

SCALE:NOT TO SCALE

LOW VOLUME LOCAL STREET DESIGN MAY ONLY BE USED WHEN THE FOLLOWING CRITERIA IS SATISFIED:

1. TRAFFIC VOLUME IS 400 VEHICLES PER DAY OR LESS.
2. PARKING IS PROHIBITED ON THE STREET. OFF STREET PARKING DEMANDS MUST BE SATISFIED.

TYPICAL SURFACE TREATMENT APPLICATIONS

HIGH DENSITY MINERAL BOND SEAL: PARKING LOT, PAVED TRAIL, LOW VOLUME LOCAL, LOCAL STREET
CHIP & FOG: COLLECTOR, ARTERIAL

STATEMENT OF USE
THE DRAWINGS AND ANY ASSOCIATED DESIGN ARE PROVIDED AS STANDARD CONSTRUCTION DETAILS WITHIN SYRACUSE CITY, DERIVED FROM THE DOCUMENT REQUIRES APPROVAL OF SYRACUSE CITY. SYRACUSE CITY CORPORATION CAN NOT BE HELD LIABLE FOR MISUSE OR CHANGES REQUIRED TO THIS DOCUMENT.

NO	REVISION DESCRIPTION	BY	DATE
1	UPDATED MAP, CONSTRUCTION/CONSTRUCTION NOTES, ADDED DETAILS	BB	5/21/2018

CAD FILE: SYRACUSE CITY STANDARDS
DRAWN BY: BB
DESIGN BY: BB
CHECKED BY: RCH
LAST UPDATED: 2/22/2017
DATE ADOPTED: 3/14/2017

SYRACUSE CITY EST 1935

DEVELOPMENT STANDARDS
SYRACUSE CITY CORPORATION

STANDARD STREET SECTION

SHEET 3

REAL ESTATE EXCHANGE AGREEMENT

THIS REAL ESTATE EXCHANGE AGREEMENT (this "**Agreement**") is made this ____ day of _____, 2022 (the "**Effective Date**"), by and between SYRCAUSE CITY, a Utah municipal corporation sole, ("**City**"), and IVORY LAND CORPORATION, a Utah limited corporation ("**Ivory**"). City and Ivory are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

A. Ivory is the owner of Tax Parcel No. 120880157 in Syracuse City, Davis County, Utah portions of which will be subdivided as follows:

1. An approximate 1.08-acre portion of Tax Parcel No. 120880157 in Syracuse City, Davis County, Utah, as described and depicted on Exhibit A attached hereto and incorporated herein by this reference (the "**Ivory Property**").

B. City is the owner of Tax Parcel No. 127490108 in Syracuse City, Davis County, Utah consisting of approximately 2.72 acres, as described and depicted on Exhibit B attached hereto and incorporated herein by this reference (the "**City Property**").

C. The City Property and Ivory Property may be referred to herein individually as a "**Property**" or collectively as the "**Properties**."

D. Subject to the terms of this Agreement, City desires to acquire the Ivory Property from Ivory in exchange for the City Property, and Ivory desires to acquire the City Property from the City in exchange for the Ivory Property.

E. To facilitate the exchange of Properties between the Parties, City and Ivory desire to enter into this Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the promises, covenants, representations and warranties hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS. All capitalized terms used but not otherwise defined herein shall have the following meanings:

1.1. Acquiring Party – The Party acquiring property under this Agreement (whether Ivory's acquisition of the City Property or City's acquisition of the Ivory Property).

1.2. Business Day – A day other than a Saturday, Sunday or day on which banking institutions in Utah are authorized or required by law or executive order to be closed.

1.3. Closing – The consummation of the Exchange Transaction, as evidenced by: (i) satisfaction of all conditions to closing set forth herein; (ii) recording of the Deeds; and (iii) the delivery to, and distribution by, Escrow Agent of all required funds and documents.

1.4. Closing Date – On or before the date that is fifteen (15) days after the expiration of the Inspection Review Period.

1.5. Conveying Party – The Party conveying property under the terms of this Agreement (whether Ivory's conveyance of the Ivory Property, or City's conveyance of the City Property).

1.6. Default – Any default of either Party's agreements, covenants, representations, warranties or obligations under this Agreement.

1.7. Entitlements – Any entitlements, re-zoning, conditions of approval, or any other discretionary governmental approvals required by any applicable governmental authority.

1.8. Escrow – The escrow created with the Escrow Agent pursuant to this Agreement.

1.9. Exchange Transaction – The exchange of the Ivory Property and City Property as provided for in this Agreement.

1.10. Escrow Agent – An agent of Cottonwood Title Insurance Agency; 1996 East 6400 South, Suite 120, Murray, Utah 84121.

1.11. Hazardous Materials – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, any and all petroleum based products) as presently defined by any federal, state, or local environmental and/or health law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, *et. seq.*, (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, *et. seq.*, (c) the Resource Conversation and Recovery Act, 42 U.S.C.A. Section 6901, *et. seq.*, (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, *et. seq.*, (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, *et. seq.*, and (f) all state or local environmental laws, and (g) any and all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.12. Inspection Review – The right of the Parties to conduct, review, and approve any investigations, inspections, tests, reports, analyses, studies, or other matters deemed necessary, prudent, or desirable by the Acquiring Party (in the Acquiring Party's sole discretion) to determine (i) the condition and/or fitness of the Property, and (ii) the feasibility and/or desirability of acquiring the Property.

1.13. Inspection Review Period – The period of time from the Effective Date until 5:00 p.m. (MDT) on the date that is ninety (90) days after the Effective Date.

1.14. Opening of Escrow – The date of delivery to and acceptance by Escrow Agent of a fully executed original of this Agreement (including the execution of the "Escrow Agent Acceptance" form following the signature page(s) of this Agreement).

1.15. Permitted Exceptions – With respect to the Property, all taxes and assessments against the Property which are not yet due and payable as of the Closing Date, and all other matters affecting title to the Property contained in the applicable Title Report or shown on the Survey, to the extent such matters are accepted by the Acquiring Party pursuant to the provisions of Section 5.1 of this Agreement.

1.16. Title Objection Period – The period of time from the Effective Date until 5:00 p.m. (MDT) on the date that is thirty (30) days after the Effective Date.

1.17. Title Report – A title commitment with respect to the Property issued by the Escrow Agent and committing to issue the Title Policy, together with legible copies of all instruments or documents referred to in such commitment.

2. DESCRIPTION OF PROPERTIES.

2.1. Ivory Property. The Ivory Property will consist of a total of approximately 1.08 acres of real property, which includes the following:

2.1.1. An approximate 1.08-acre portion of Tax Parcel No. 120880157 in Syracuse City, Davis County, Utah, as described and depicted on Exhibit A attached hereto and incorporated herein

2.1.2. All easements, rights-of-way or appurtenances used in connection with the beneficial operation, use and enjoyment of the Ivory Property.

2.1.3. The Ivory Property will include all water, oil, gas, mineral, or subsurface rights of any kind, appurtenant to the Ivory Property, but shall not include any water shares, or other water not appurtenant to the Ivory Property.

2.1.4. All presently existing governmental approvals, permits, licenses, and entitlements associated with the Ivory Property.

2.2. City Property. The City Property consists of approximately 2.72 acres of unimproved land and includes the following:

2.2.1. Tax Parcel No. 127490108 in Syracuse City, Davis County, Utah consisting of approximately 2.72 acres, as described and depicted on Exhibit B.

2.2.2. All easements, rights-of-way or appurtenances used in connection with the beneficial operation, use and enjoyment of the City Property.

2.2.3. The City Property will include all water, oil, gas, mineral, or subsurface rights of any kind, appurtenant to the City Property, but shall not include any water shares, or other water not appurtenant to the City Property.

2.2.4. All governmental approvals, permits, licenses, and entitlements associated with the City Property.

2.3. Survey. Ivory shall, within fourteen (14) calendar days of the Effective Date, deliver to City ALTA surveys of the Ivory Property (collectively, the "**Survey**"). The Parties acknowledge and agree that there is no survey for the City Property. Ivory shall have the option, at its sole cost and expense, to complete a survey on the City Property during the Inspection Review Period.

3. CONSIDERATION.

3.1. Ivory's Conveyance. In consideration of the City Conveyance, at Closing Ivory shall (i) grant and convey, or cause to be granted and conveyed, all right, title and interest in the Ivory

Property to the City by special warranty deed and (ii) pay to City the Cash Payment as set forth in Section 3.3 below (collectively, the "**Ivory Conveyance**").

3.2. City's Conveyance. In consideration of the Ivory Conveyance, at Closing, City shall grant and convey to Ivory its interest in the City Property by special warranty deed ("**City Conveyance**").

3.3. Valuation and Allocation of Cash Payment. The Parties agree as follows:

3.3.1. Property Values. The purchase price of the Properties shall be as follows: (i) Three Hundred Forty-Five Thousand Three Hundred Eight Dollars and Eighty-Three Cents ($345,308.83) for the Ivory Property (the **"Ivory Property Value"**), (ii) and Eight Hundred Five Thousand Seven Hundred Twenty Dollars and Sixty Cents ($805,720.60) for the City Property (the **"City Property Value"**).

3.3.2. Cash Payment. At Closing Ivory will pay to City a cash payment equal to Three Hundred Sixty-Three Thousand Five Hundred Ninety-One Dollars and Seventy-Seven Cents ($363,591.77) (the "**Cash Payment**"). The Cash Payment shall be deposited by Ivory with Escrow Agent on or before the Closing Date and shall be paid to City at the Close of Escrow by wire transfer.

3.3.3. Road Improvements. In further consideration of the City's conveyance of the City Property, Ivory shall complete the road improvements described on Exhibit C ("Road Improvements"). The Parties estimate that the actual cost of the Road Improvements will be Ninety-Six Thousand Eight Hundred Twenty Dollars ($96,820.00). The Parties acknowledge that the sum of the Ivory Property Value, the Cash Payment, and the cost of the Road Improvements is equal to the City Property Value. Ivory's obligations under this Section 3.3.3. shall survive Closing.

3.3.3.1. Improvements Excluded. The City hereby acknowledges that the Road Improvements do not include laterals or meters servicing the Ivory Property. The City shall be responsible for the cost and installation of these additional improvements. The City may elect, prior to Closing and the commencement of construction of the Road Improvements, to add laterals and/or meters to the scope of the Road Improvements ("Additional Improvements"). If the City so elects, the Cash Payment shall be reduced proportionate to the estimated cost of the Additional Improvements.

3.4. Ivory's and City's Analysis of the Consideration. Escrow Agent may report this exchange to the Internal Revenue Service. City and Ivory each acknowledge that neither Party has given legal advice with respect to the tax consequences of this transaction to the other Party and that each Party has obtained advice from a lawyer or tax professional with regard to this matter or has decided to proceed without such advice. City and Ivory each release each other and any of their respective agents, employees, consultants, advisors, accountants, and attorneys from any claim related to the tax treatment of this transaction and the obligation to furnish advice or to assure that taxing authorities, federal, state, or local, will allow any particular treatment for tax purposes to the Parties for this transaction. Each Party shall bear its own tax obligations with respect to the Exchange Transaction.

4. INSPECTION REVIEW PERIOD. During the Inspection Review Period, the Acquiring Party shall have the right to inspect the Property and to conduct the Inspection Review as more fully set forth below.

4.1. Inspection Review. The Conveying Party hereby grants to the Acquiring Party and the Acquiring Party's employees, contractors and agents, upon reasonable notice, a nonexclusive, revocable license to enter upon the Property, at the Acquiring Party's sole risk, to conduct the Inspection

Review, and other inspections during the Inspection Review Period. The Acquiring Party will immediately repair any damage to the Property resulting from such entry upon, or testing of, the Property. The Acquiring Party shall indemnify, defend, save and hold the Conveying Party harmless from any and all costs, expenses, and damages, injuries, and liabilities of any kind caused by, or in any way related to, the acts or omissions of the Acquiring Party and its employees, contractors and agents during and in connection with the Inspection Review. The obligations of the Acquiring Party set forth above in the preceding sentence shall expressly survive any cancellation, termination, or expiration of this Agreement. The Acquiring Party shall not have the right to perform any invasive or intrusive testing at, in, on or under the Property without the additional prior written consent of the Conveying Party, which consent shall not be unreasonably withheld, conditioned or delayed.

On or before expiration of the Inspection Review Period, the Acquiring Party shall deliver to the Conveying Party (a) notice that it accepts the Property it intends to acquire based upon its inspection of the same and that it intends to proceed with the Exchange Transaction (the "**Satisfaction Notice**") or (b) notice setting forth the Acquiring Party's objections to the Property based upon its inspection of the same and the Acquiring Party's conditions that must be satisfied before it will proceed with the Exchange Transaction (the "**Conditional Satisfaction Notice**"). Upon receipt of a Conditional Satisfaction Notice, the Conveying Party shall have five (5) Business Days to notify the Acquiring Party whether it will cure the conditions set forth in the Conditional Satisfaction Notice, whereupon the Acquiring Party may, within five (5) Business Days thereafter, either (i) accept such proposed remedies to cure, whereupon the Conveying Party shall have no more than thirty (30) days to cure said conditions, (ii) waive such conditions the Conveying Party is unwilling or unable to cure, or (iii) terminate this Agreement by giving the Conveying Party written notice of termination, whereupon neither the Acquiring Party nor the Conveying Party shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination. In the event the Acquiring Party fails to provide the Conveying Party a Satisfaction Notice or Conditional Satisfaction Notice on or before expiration of the Inspection Review Period, this Agreement shall automatically terminate, whereupon neither the Acquiring Party nor the Conveying Party shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination.

4.2. Inspection Materials. The Conveying Party shall, within ten (10) calendar days of the Effective Date and with respect to the Property it is conveying, deliver or cause to be delivered the following items to the Acquiring Party to the extent such items are within the Conveying Party's possession and control (collectively, the "**Inspection Materials**"):

4.2.1. The Title Report;

4.2.2. Any unrecorded covenants, conditions and restrictions or design guidelines applicable to the Property;

4.2.3. Survey;

4.2.4. All real estate tax bills and assessments in the Conveying Party (or its Agents') possession or control;

4.2.5. All environmental reports, studies, and site assessments in the Conveying Party (or its Agents') possession or control; and

4.2.6. Any underlying leases and purchase contracts.

All of the Inspection Materials delivered by the Conveying Party shall be provided on an "As-Is" basis, without representation or warranty as to the accuracy thereof. If either Party fails to close on the Exchange Transaction, all Inspection Materials provided by the Conveying Party shall be returned to the Conveying Party.

4.3. Termination Right. At any time prior to the expiration of the Inspection Review Period, the Acquiring Party shall have the right for any reason or no reason at all, in its sole and absolute discretion, to terminate and cancel this Agreement by delivering written notice to the Conveying Party. If this Agreement is terminated as provided for in this Section 4.3, each Party shall pay (i) one-half (1/2) of the escrow cancellation charges and (ii) its own title cancellation charges, if any, whereupon neither the Acquiring Party nor the Conveying Party shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination.

5. TITLE AND SURVEY REVIEW.

5.1. Title Objections. The Acquiring Party shall have until expiration of the Title Objection Period to review and to object, in writing, to any easements, liens, encumbrances, or other exceptions or matters disclosed in the Title Report or shown on the Survey (collectively, the "**Title Objections**"). If the Acquiring Party fails to timely object to anything in the Title Report or Survey prior to expiration of the Title Objection Period, then the condition of title to the Property reflected on the Title Report and Survey will be deemed approved in all respects. If Title Objections are made within the Title Objection Period, the Conveying Party shall determine, in its sole discretion, as to each Title Objection the Conveying Party is willing or able to eliminate or obtain affirmative coverage over each of the Title Objections. Within ten (10) days after receipt of any Title Objections, the Conveying Party shall notify the Acquiring Party in writing as to those Title Objections that the Conveying Party will cause to be eliminated or insured over. Notwithstanding the foregoing, in all events the Conveying Party shall be obligated to eliminate any deeds of trust, mortgages, judgment liens, mechanics' liens, materialmen's liens and other liens placed on or against the Property. Any such Title Objections that the Conveying Party has agreed in writing to eliminate or insure over shall be cured on or before the Closing Date. If the Conveying Party's written notice indicates that the Conveying Party is unable or unwilling to eliminate or provide affirmative coverage over any Title Objections, upon terms acceptable to the Acquiring Party, in the Acquiring Party's sole discretion, then the Acquiring Party may, on or before the expiration of the Inspection Review Period, either (i) waive the Title Objections that the Conveying Party was unwilling or unable to cure, or (ii) terminate this Agreement by giving the Conveying Party written notice of termination, whereupon neither the Acquiring Party nor the Conveying Party shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination; provided, however, if the Conveying Party fails to indicate which Title Objections the Conveying Party will cure or insure over, such silence shall be deemed to be the Conveying Party's election not to cure or insure over the Acquiring Party's Title Objections. In the event that the Acquiring Party does not timely provide such termination notice, then the Acquiring Party shall be deemed to have waived all such Title Objections that the Conveying Party was unwilling or unable to cure, and the Acquiring Party and the Conveying Party shall continue to consummate the Exchange Transaction subject to all other terms and conditions set forth herein.

5.2. Title Policy. At the Closing, Escrow Agent shall issue to the Acquiring Party a standard owner's policy of title insurance ("**Title Policy**") in an amount reasonably determined by the Acquiring Party, insuring the Acquiring Party as the fee owner of the Property, subject to all Permitted Exceptions and standard exceptions relating to a standard owner's policy of title insurance. The Acquiring Party may, at its expense, obtain extended coverage and/or such endorsements for the Property as the Acquiring Party may reasonably request or require.

6. ADDITIONAL OBLIGATIONS.

6.1. Entitlements (City Property Rezone). During the Inspection Review Period, Ivory, at its sole cost and expense, shall submit an application for the necessary rezone of the City Property from Agricultural A-1 to Residential R-2, which if approved will allow Ivory to use the City Property for its intended use after Closing. City agrees to cooperate and use commercially reasonable efforts to support Ivory in pursuing the rezone, including executing such documents as necessary in conjunction therewith, provided City does not incur any cost or liability associated with the same. City shall sign all necessary affidavits to permit Ivory to apply for City Property Rezone within seven (7) days of receiving application from Ivory. Ivory shall use commercially reasonable and diligent efforts to attempt to obtain the rezone on or before expiration of the Inspection Review Period. As to any action related to any Entitlements allowed herein that will have a permanent effect on the City Property prior to Closing, such as re-zoning, Ivory shall have the right to review and approve such actions. Likewise, during the Inspection Review Period, City, at its sole cost and expense, may pursue obtaining the Entitlements necessary to allow City to use the Ivory Property for its intended use after Closing. Ivory agrees to cooperate and use commercially reasonable efforts to support City in obtaining the Entitlements, including executing such documents as necessary in conjunction therewith, provided Ivory does not incur any cost or liability associated with the same. As to any action related to any Entitlements allowed herein that will have a permanent effect on the Ivory Property prior to Closing, such as re-zoning, Ivory shall have the right to review and approve such actions.

6.2. Development Cooperation. From and after the Effective Date, the Parties shall reasonably cooperate and work in good faith with each other in connection with all applications, affidavits, agreements, amendments, approvals and submittals relating to, among other things, zoning, site plan, planned development, subdivision, protective covenants, utility and other development matters to permit the Parties' intended uses on the applicable Property.

7. CLOSING.

7.1. Time and Place. The Parties shall conduct an escrow-style closing through the Escrow Agent so that it will not be necessary for any Party to attend Closing.

7.2. Ivory's Closing Deliveries. At or before the Closing, Ivory shall deliver, or cause to be delivered, to Escrow Agent and City, as applicable:

7.2.1. The deed for the Ivory Property fully executed and properly acknowledged by Ivory;

7.2.2. An affidavit in the form of Exhibit D (the "**Affidavit**"), attached hereto and incorporated herein by this reference, fully executed by Ivory, as required by Internal Revenue Code Section 1445(b)(2);

7.2.3. The Cash Payment, as set forth in Section 3.3;

7.2.4. A settlement statement signed by Ivory, which is reasonably acceptable to City and accurately reflects the payments, credits and prorations required herein; and

7.2.5. Such other funds, instruments and documents as may be reasonably requested by City or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Ivory's prior approval thereof, which approval shall not be unreasonably withheld).

7.3. City's Closing Deliveries. At the Closing, City shall deliver to Escrow Agent:

7.3.1. The deed for the City Property, fully executed and properly acknowledged by City;

7.3.2. The Affidavit, fully executed by City;

7.3.3. A settlement statement signed by City, which is reasonably acceptable to Ivory and accurately reflects the payments, credits and prorations required herein; and

7.3.4. Such other funds, instruments and documents as may be reasonably requested by Ivory or Escrow Agent, or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to the City's prior approval thereof, which approval shall not be unreasonably withheld).

7.4. Prorations and Closing Costs.

7.4.1. Except as expressly set forth in this Agreement, each Party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of this Exchange Transaction.

A. The escrow fee charged by Escrow Agent shall be paid one-half (1/2) by Ivory and one-half (1/2) by City.

B. The Conveying Party shall pay (i) the premium attributable to a standard ALTA owner's coverage respecting the Title Policy for the Property conveyed by the Conveying Party, (ii) any repayment penalties and other amounts necessary to release any deeds of trust, mortgages, judgment liens, mechanics' liens, materialmen's liens and other liens to the extent required under Section 5.1, and (iii) any farmland assessment rollback, greenbelt or similar deferred taxes for the Property conveyed by the Conveying Party.

C. The Acquiring Party shall pay (i) the cost of upgrading the Title Policy for the Property to be acquired by the Acquiring Party to an extended coverage Title Policy and/or the cost of all title endorsements issued in connection with said Title Policy, (ii) the cost of recording new liens and encumbrances against the Property to be acquired by the Acquiring Party created by the Acquiring Party, and (iii) any transfer taxes or local documentary stamps.

7.4.2. All real property taxes and assessments accrued for the current year shall be prorated between the Parties as of Closing.

7.5. Possession. The Acquiring Party shall be entitled to possession of the Property on the Closing Date.

8. CONDITIONS PRECEDENT AND CONTINGENCIES TO THE CLOSING.

8.1. City's Conditions. City's obligation to close and consummate the Exchange Transaction is specifically conditioned and contingent on the fulfillment, satisfaction, and/or completion of each of the following ("**City's Closing Conditions**"):

8.1.1. Ivory's delivery of each of the items described in Section 7.2 above;

8.1.2. City's receipt of the Title Policy pursuant to Section 5.2 of this Agreement;

8.1.3. Escrow Agent is prepared to record, for the benefit of the Parties, the deeds;

8.1.4. Escrow Agent has completed the proration, crediting or payment of all items identified for proration, crediting or payment on the approved settlement statements;

8.1.5. Approval of the transfer of City Property in exchange for the Ivory Property from City's governing municipal committees on or before the expiration of the Inspection Review Period; and

8.1.6. All other obligations of Ivory described in this Agreement having been satisfied or waived by City.

Should the contingencies in this Section 8.1 fail for any reason prior to the Closing, then City shall have the right to terminate this Agreement. Notwithstanding the foregoing, all of the foregoing conditions and contingencies are for the benefit of City and City may waive any or all of the conditions and contingencies and proceed to the Closing.

8.2. Ivory's Conditions. Ivory's obligation to close and consummate the Exchange Transaction is specifically conditioned and contingent on the fulfillment, satisfaction, and/or completion of each of the following ("**Ivory's Closing Conditions**"):

8.2.1. City's delivery of each of the items described in Section 6.1 and Section 7.3 above;

8.2.2. Ivory's receipt of the Title Policy pursuant to Section 5.2 of this Agreement;

8.2.3. Escrow Agent is prepared to record, for the benefit of the Parties, the deeds;

8.2.4. Escrow Agent has completed the proration, crediting or payment of all items identified for proration, crediting or payment on the approved settlement statements;

8.2.5. Final Approval of the rezone of the City Property to Residential R-2; and

8.2.6. All other obligations of City described in this Agreement having been satisfied or waived by Ivory.

Should the contingencies in this Section 8.2 fail for any reason prior to the Closing, then Ivory shall have the right to terminate this Agreement. Notwithstanding the foregoing, all of the foregoing

conditions and contingencies are for the benefit of Ivory and Ivory may waive any or all of the conditions and contingencies and proceed to the Closing.

9. PARTIES' REPRESENTATIONS AND WARRANTIES.

9.1. Effective Date and Closing. The Conveying Party, as of the Effective Date, and again at the Closing, represents and warrants to the Acquiring Party that:

9.1.1. Authority and/or Capacity. The Conveying Party, if a business entity, is duly formed and in good standing under the laws of the state of its formation, and is duly authorized to do business in the state where the Property is located. The Conveying Party has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by the Conveying Party pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby; and this Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of the Conveying Party.

9.1.2. Binding Agreement. The Conveying Party's execution of this Agreement, this Agreement shall be binding and enforceable against the Conveying Party in accordance with its terms, and upon the Conveying Party's execution of the additional documents contemplated by this Agreement, such additional documents shall be binding and enforceable against the Conveying Party in accordance with their terms.

9.1.3. No Leases. At the time of Closing, the Conveying Party's Property will not in whole or in part be subject to any leases, or other possessory rights and interests.

The truth of the foregoing representations and warranties on and as of the Effective Date and on and as of the Closing shall be a condition precedent to each Party's obligations to consummate the Exchange Transaction and otherwise perform under this Agreement. All representations and warranties by each Party set forth in this Agreement shall survive the execution and delivery of this Agreement, the recording of the deed(s) and the Closing.

10. "AS-IS" EXCHANGE.

10.1. ACCEPTANCE. SUBJECT TO THE EXPRESS TERMS OF THIS AGREEMENT, THE ACQUIRING PARTY ACKNOWLEDGES FOR THE ACQUIRING PARTY AND ACQUIRING PARTY'S SUCCESSORS AND ASSIGNS, THAT THE ACQUIRING PARTY WILL BE ACQUIRING THE PROPERTY BASED SOLELY UPON THE ACQUIRING PARTY'S OWN INVESTIGATION AND INSPECTION THEREOF. CONVEYING PARTY AND ACQUIRING PARTY AGREE THAT THE PROPERTY SHALL BE CONVEYED AND THE ACQUIRING PARTY SHALL ACCEPT TITLE TO AND POSSESSION OF THE PROPERTY ON THE CLOSING DATES "AS-IS, WHERE-IS, WITH ALL FAULTS", AND THAT SUCH EXCHANGE SHALL BE WITHOUT REPRESENTATION, CERTIFICATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT AND IN THE DOCUMENTS DELIVERED AT CLOSING, AND THE CONVEYING PARTY DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION, CERTIFICATION OR WARRANTY.

10.2. **General Release. Acquiring Party, on behalf of itself and its successors, assigns and representatives, does hereby release Conveying Party and Conveying Party's employees, officers, directors, agents, representatives, managers, members, affiliates, parent companies, and the successors and assigns of each of the foregoing from any and all claims, actions,**

causes of action, demands, liabilities, damages, costs, expenses, or compensation whatsoever, including attorney's fees, whether direct or indirect, known or unknown, foreseeable or unforeseeable, which Acquiring Party may have at Closing Date or which may arise in the future on account of or in any way arising out of or connected with this Agreement. Acquiring Party understands the significance of executing this Agreement and the general release of claims set forth above.

10.3. Material Inducement. Acquiring Party hereby agrees and acknowledges that the terms and conditions of this Section 10 are a material inducement to Conveying Party's exchange of the Property, and that Conveying Party would not sell or transfer all or any part of the Property to Acquiring Party without Acquiring Party's express agreement to the terms and conditions of this Section 10.

10.4. Survival. The terms and conditions of all provisions and portions this Section 10 shall survive the Closing and the recording of the deeds.

11. RISK OF LOSS.

11.1. Risk of Loss. The risk of loss with respect to the Property will be upon the Conveying Party until the Closing.

11.2. Casualty. If all or any portion of the Property shall be damaged by any casualty or destruction of any kind prior to Closing, the Conveying Party shall promptly notify the Acquiring Party in writing of such damage, and the Conveying Party shall have no obligation to repair any damage or destruction to the Conveying Party's Property. The Acquiring Party shall have the option to (i) terminate this Agreement with written notice to the Conveying Party, whereupon neither the Acquiring Party nor the Conveying Party shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination, or (ii) elect not to terminate this Agreement, in which event this Agreement shall remain in full force and effect. If the Acquiring Party does not make any election within ten (10) Business Days after receipt of the Conveying Party's written notification of such damage, then the Acquiring Party shall be deemed to have elected to not terminate this Agreement. If the Acquiring Party does not terminate the Agreement (or is deemed not to have terminated this Agreement), then at Closing (a) the Conveying Party shall pay to the Acquiring Party all insurance awards or proceeds from any such damage which has been received by the Conveying Party on or before the date of Closing, and (b) the Conveying Party shall assign to the Acquiring Party in writing all of the Conveying Party's rights to any additional awards or proceeds and the Acquiring Party shall take the Property subject to any such damage.

11.3. Condemnation. If all or any portion of Property owned by the Conveying Party becomes the subject of a condemnation proceeding(s), the Conveying Party shall promptly notify the Acquiring Party in writing of such proceedings, and the Acquiring Party shall have the option to (i) terminate this Agreement with written notice to the Conveying Party, whereupon neither the Acquiring Party nor the Conveying Party shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination, or (ii) elect not to terminate this Agreement, in which event this Agreement shall remain in full force and effect. If the Acquiring Party does not make any election within ten (10) Business Days after receipt of the Conveying Party's written notification of such condemnation proceedings(s), then the Acquiring Party shall be deemed to have elected to not terminate this Agreement. If the Acquiring Party does not terminate this Agreement (or is deemed not to have terminated this Agreement), then (a) at Closing (1) the Conveying Party shall pay to the Acquiring Party all condemnation awards or proceeds from any such proceedings or actions in lieu thereof received by the Conveying Party from the Effective Date up to the date of Closing, (2) the Conveying Party shall assign to the Acquiring Party all of the Conveying Party's right to any

additional awards or proceeds which have not been received as of the date of Closing, and (3) the Conveying Party shall assign to the Acquiring Party all of the Conveying Party's rights to defend such proceedings or actions in lieu thereof, and (b) the Acquiring Party shall take the Property subject to any such condemnation proceeding(s). As used herein, the phrase "becomes the subject of a condemnation proceeding(s)" shall mean any notice or knowledge by the Conveying Party of any formal or informal condemnation or similar actions by any governmental authority against any portion of the Property to be conveyed by the Conveying Party.

12. TAX PROTESTS. In connection with any assessment(s) for real property taxes that is received by the Conveying Party at any time between the Effective Date and Closing, but which is not due and payable until after Closing, the Conveying Party hereby agrees to immediately deliver a copy of such assessment(s) to the Acquiring Party. Further, the Conveying Party agrees to protest, using reasonable means, any such assessment(s) to the extent and in the manner reasonably requested by the Acquiring Party.

13. BROKERS. The Parties each represent and warrant to the other that they have not dealt with any broker, real estate agent, or finder in connection with this Agreement or the Exchange Transaction. The Parties shall and do hereby each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Exchange Transaction based on any act by, or agreement or contract with, the indemnifying Party asserted by anyone, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other Party on account of or arising from any such claim, demand or suit. The indemnification described above shall survive any termination or cancellation of this Agreement.

14. REMEDIES. In the event of a Default, the Party not in default (the "**Non-Defaulting Party**") shall give the Party in default (the "**Defaulting Party**") written notice of such default and thereafter the Defaulting Party shall have ten (10) Business Days to cure such default (or such longer period if such is reasonably necessary in order to cure the default, not to exceed thirty (30) days, and then only if the Defaulting Party commences such cure within the initial ten (10) Business Day period and thereafter diligently pursues the cure to completion). In the event that the Defaulting Party fails to cure the Default within the cure period, the Non-Defaulting Party may, as its remedy for such Default elect to do any one, but only one, of the following: (i) waive the effect of such Default and proceed to consummate the Exchange Transaction; (ii) cancel this Agreement in accordance with Section 15 below; or (iii) bring an action for specific performance of this Agreement. The Parties specifically waive all rights to consequential and punitive damages for any Default.

15. TERMINATION. If either Party elects to terminate this Agreement pursuant to a right granted herein, the terminating Party shall give written notice of the termination to the other Party and Escrow Agent. Upon termination by notice as set forth in the preceding sentence, or upon an automatic termination in accordance with the terms of the Agreement, Escrow Agent shall return all documents deposited in the Escrow to the Party who supplied the documents. Upon delivery of documents, this Agreement and the Escrow will be deemed terminated, and except as expressly provided in this Agreement, neither Party will have any further liability or obligation under this Agreement. Upon termination of the Agreement because of a default by a Party, the defaulting Party shall be liable for and shall pay any escrow termination fees or costs; otherwise, upon any termination the Parties shall each pay one half (1/2) of any such fees and costs.

16. ATTORNEYS' FEES. If there is any litigation between the Parties to enforce or interpret any provisions or rights under this Agreement, the unsuccessful Party in such litigation, as determined by the court, shall pay to the successful Party, as determined by the court, all costs and expenses, including

but not limited to reasonable attorneys' fees, incurred by the successful party, such fees to be determined by the court sitting without a jury.

17. NOTICES. Except as otherwise required by law, any notice, demand or request given in connection with the Exchange Transaction and this Agreement shall be in writing and shall be given by (i) personal delivery, (ii) overnight courier service, (iii) facsimile, United States certified mail, return receipt requested, postage or other delivery charge prepaid, or (iv) via electronic mail. In all events, notice shall only be deemed given if properly addressed to City or Ivory, as applicable. Such notices will be deemed properly addressed if the following addresses (or at such other address as the Parties or the person receiving copies may designate in writing given in accordance with this Section) are used:

Ivory: Ivory Land Corporation
Attn: Peter Gamvroulas
978 East Woodoak Lane
Salt Lake City, UT 84117
Phone: (801) 747-7016
Email: peterg@ivoryhomes.com

City: Attn: City Manager Brody Bovero
Syracuse City Corporation
1979 West 1900 South
Syracuse, UT 84075
Email: bbovero@syracuseut.gov

Copied to: Syracuse City Corporation
1979 West 1900 South
Syracuse City, UT 84075
Attn: Paul Roberts
Email: proberts@syracuseut.gov

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery, facsimile, or email; on the date of delivery to the overnight courier service, if such a service is used; and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused. Copies of all notices given to the Parties shall be given to Escrow Agent; provided, however, any omission on the part of either party to provide a copy of the applicable notice to Escrow Agent shall not affect the effectiveness of the notice if properly provided to the other parties as described above.

18. ADDITIONAL ACTS. The Parties agree to promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

19. GOVERNING LAW; JURISDICTION. To the fullest extent possible, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without regard to any conflicts of law issues.

20. BUSINESS DAYS. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding Business Day after such date.

21. WAIVER. The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

22. SURVIVAL. Only where specifically so provided herein shall any of the covenants, agreements, representations, warranties and indemnities set forth in this Agreement survive the Closing. Any such matters that survive Closing pursuant to the terms of this Agreement shall be subject to any time limitations set forth herein, and shall not merge into any deed, assignment or other instrument executed or delivered pursuant hereto.

23. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document and agreement. A copy, facsimile or email transmission of any part of this Agreement, including the signature page, shall have the same force and effect as an original.

24. ENTIRE AGREEMENT/AMENDMENT. This Agreement sets forth the entire understanding of the Parties with respect to the matters set forth herein as of the date hereof, and supersedes all prior oral and written agreements, discussions and understandings of the Parties hereto as to the matters set forth herein and cannot be altered or amended except pursuant to an instrument in writing signed by both Parties.

25. CONSTRUCTION. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. The Parties hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

26. INTERPRETATION. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which shall be deemed to prevail and control.

27. NO THIRD-PARTY BENEFICIARY. No term or provision of this Agreement or the Exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, partnership, company, corporation, or other entity that not a party hereto (including, without limitation, any broker), and no such other person, firm, partnership, company, corporation or other entity shall have any right or cause of action hereunder.

28. SEVERABILITY. If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.

29. CONFIDENTIALITY. The Parties acknowledge and agree that they do not desire any publicity with respect to this transaction, and therefore each Party hereto agrees, for itself and its employees, contractors, and agents (including specifically real estate brokers and agents), that no

publication of this transaction shall be made and no information with respect to this transaction shall be given to any media except in accordance with press releases or formal communications with governmental authorities that have been mutually approved by the parties and except as may be required in connection with Ivory's compliance with statutes (including but not limited to government records laws) or with lawful court orders or legal process. Neither this Agreement, nor any summary or memorandum of same, shall be recorded against all or any portion of the Property.

30. TIME OF ESSENCE. The Parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the conditions, obligations or provisions hereof by either Party shall constitute a material breach of and a non-curable (but waivable by the non-defaulting party) default under this Agreement by the Party so failing to perform.

31. CUL-DE-SAC PROVISIONS. A section of the City Property is currently encumbered with a Right Of Way Easement (ROW) associated with an existing cul-de-sac bulb. Following Closing, Ivory intends to develop the City Property as part of an R-2 subdivision. The development of the intended subdivision will result in the current cul-de-sac being converted to a through way connecting 2425 South Street to 1000 West Street. A conceptual image of the cul-de-sac conversion is depicted on Exhibit C. The straightening of the cul-de-sac bulb will require that portions of the ROW be vacated by the City. City shall vacate the affected portions of the ROW to Ivory through the recordation of Ivory's subdivision plat. Ivory shall be responsible for the deconstruction of and relocation of certain road and utility improvements necessitated by the realignment of the ROW, including but not limited to moving the existing fire hydrant and telecommunication improvements to the new park strip. The obligations of the parties set forth in this Section 31 shall survive closing.

32. NO APPLICATIONS FORFEITED. By entering into this Agreement Ivory does not forfeit or waive its rights to pursue the pending preliminary subdivision application that is included in exhibit E, attached hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

IVORY:

IVORY LAND CORPORATION,
a Utah corporation

By: _____
Name: Kevin Anglesey
Its: Secretary

CITY:

SYRACUSE CITY CORPORATION,
a Utah municipal corporation

By: _____
Name: David Maughan
Its: Mayor

Attest:_

_____
City Recorder

Approved as to Form:

_____
City Attorney

ESCROW AGENT ACCEPTANCE

This Purchase and Sale Agreement (the "**Agreement**") is accepted and the Escrow is opened this ____ day of _____, 2022. Escrow Agent hereby agrees to act as the Escrow Agent as defined in the Agreement and to perform its duties in accordance with the provisions of the Agreement. Further, Escrow Agent agrees to act as "the person responsible for closing" the Purchase and Sale Transaction within the meaning of Section 6045(a) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

ESCROW AGENT: Cottonwood Title Insurance Agency

By: _____
Name: _____
Title: _____

EXHIBIT A

(Legal Description and Depiction of Ivory Property)

A PORTION OF TAX PARCEL 120880157 DESCRIBED AS FOLLOW:

LEGAL DESCRIPTION
PREPARED FOR PETER G.
IVORY PROPERTY
SYRACUSE CITY, UTAH
February 24, 2022
21-0514
(JDL)

IVORY PROPERTY DESCRIPTION

A part of the Southeast 1/4 Section 15, Township 4 North, Range 2 West, Salt Lake Base and Meridian, located in Syracuse City, Davis County, Utah, being more particularly described as follows:

Beginning at a point located at the Northwest Corner of Parcel Serial #12-088-0089 said point being described in an unfiled survey completed by Benchmark Engineering and Land Surveying, Project Number 1006054, said point also being located S0°09'08"W 704.58 feet along the Section line and N89°50'52"W 779.07 feet from the East 1/4 Corner of Section 15, Township 4 North, Range 2 West, Salt Lake Base and Meridian; thence S00°21'55"E 453.20 feet to the North boundary of ELMA'S LANE SUBDIVISION, on file and record in the offices of the Davis County Recorder, Entry No 2570945, recorded on December 3rd 2010; thence along said plat S89°58'05"W 104.30 feet; thence N00°01'56"W 437.09 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.37 feet through a central angle of 89°16'19" Chord: N44°36'13"E 21.08 feet; thence N89°14'23"E 86.86 feet to the point of beginning.

Contains: 1.07 acres+/-



(Satellite Image of Approximate Property)

EXHIBIT B

(Legal Description and Depiction of the City Property)

A PORTION OF TAX PARCEL NO. 127490108 DESCRIBED AS FOLLOWS:

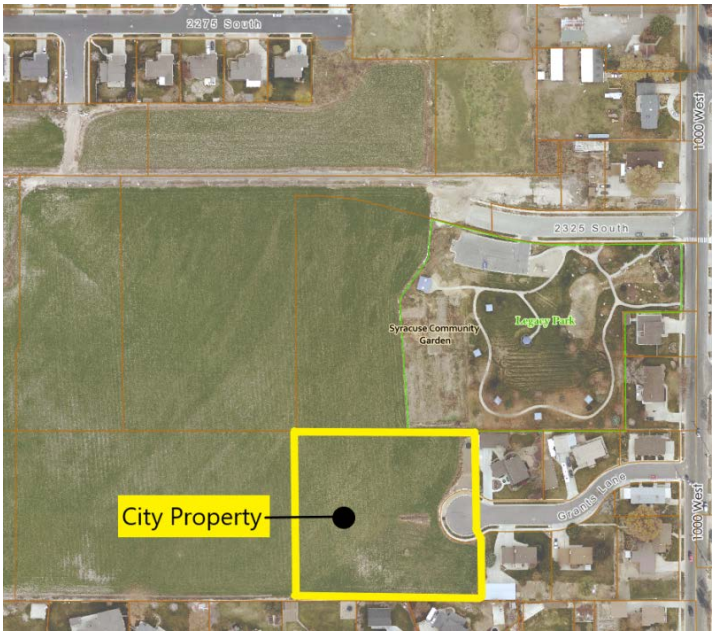
LEGAL DESCRIPTION
PREPARED FOR PETER G.
SYRACUSE CITY PROPERTY
SYRACUSE CITY, UTAH
February 24, 2022
21-0514
(JDL)

CITY PROPERTY DESCRIPTION

A part of the Southeast 1/4 Section 15, Township 4 North, Range 2 West, Salt Lake Base and Meridian, located in Syracuse City, Davis County, Utah, being more particularly described as follows:

Beginning at a point located at the rear common corner on lots 108 and 104 of the ELMA'S LANE SUBDIVISION, on file and record in the offices of the Davis County Recorder, Entry No 2570945, recorded on December 3rd 2010, said point also being located S0°09'08"W 1156.65 feet along the Section line and N9°50'52"W 428.99 from the East 1/4 Corner of Section 15, Township 4 North, Range 2 West, Salt Lake Base and Meridian; thence along said subdivision the following (3) three courses; (1) S00°09'08"W 118.47 feet; (2) thence Southeasterly along the arc of a non-tangent curve to the right having a radius of 51.26 feet (radius bears: S21°17'09"W) a distance of 17.70 feet through a central angle of 19°46'53" Chord: S58°49'25"E 17.61 feet; to a point of reverse curvature; (3) thence along the arc of a curve to the left having a radius of 30.00 feet a distance of 21.68 feet through a central angle of 41°24'21" Chord: S69°38'09"E 21.21 feet; thence S00°17'15"W 59.82 feet; thence along said plat the following (7) courses; (1) westerly along the arc of a non-tangent curve to the left having a radius of 30.00 feet (radius bears: S00°16'21"E) a distance of 19.82 feet through a central angle of 37°51'37" Chord: S70°47'50"W 19.46 feet; (3) thence S00°09'08"W 128.71 feet; (4) thence N89°42'39"W 246.13 feet; (5) thence S89°57'46"W 115.25 feet; (6) thence N00°02'07"W 328.53 feet; (7) thence N89°58'05"E 345.97 feet to the point of beginning.

Contains: 2.72 acres+/-



(Satellite Image of Approximate Property)

EXHIBIT C

	Unit	Quanity	Total
Sidewalk 5' with Roadbase	$ 37.00	940	$ 34,780.00
Curb and gutter with Roadbase	$ 21.25	940	$ 19,975.00
8" C-900 Water Main	$ 35.45	940	$ 33,323.00
3" Asphalt with fine grade	$ 1.45	32900	$ 47,705.00
6" C-900 Secondary Main	$ 24.15	940	$ 22,701.00
15" RCP Storm Drain	$ 37.40	940	$ 35,156.00
60' Public ROW			
		Total Road Improvmenet	$ 193,640.00
		City Portion	$ 96,820.00



EXHIBIT D

AFFIDAVIT PURSUANT TO
SECTION 1445 OF THE INTERNAL REVENUE CODE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, a(n) _____ _____ (the "**Conveying Party**"), the undersigned hereby certifies the following on behalf of the Conveying Party:

(a) the Conveying Party is not a foreign person for purpose of U.S. income taxation. If the Conveying Party is a corporation, trust, partnership or estate, the Conveying Party is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

(b) if the Conveying Party is a corporation, trust, partnership or estate, transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii).

(c) the Conveying Party's U.S. employer identification number is _____.

(d) the Conveying Party's office address is: _____.

Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge, it is true, correct and complete. I further declare that I have authority to sign and deliver this certificate on behalf of the Conveying Party.

DATED as of _____, 20___.

[DO NOT SIGN – EXHIBIT ONLY]

By: _____
Name: _____
Its: _____

EXHIBIT E

Preliminary Application

COUNCIL AGENDA
July 12, 2022

Agenda Item **#11** Continued Discussion of Good Landlord Program/Crime-free Housing Program

Factual Summation

- Questions regarding this agenda item may be directed at Paul Roberts, Garret Atkin or Noah Steele

- This discussion follows up on the preliminary discussion we had in June about the Good Landlord Program. The council seemed favorable to the idea and asked for additional information.

- Much of the information is tentative. It is impossible to ascertain the disproportionate rental fee, for instance, because that fee may only be established after the study for disproportionate costs is established.

- When it comes to administrative support necessary, we have used FTE's rather than dollar amounts. As you know, the amount paid to an FTE varies and we would only hire and maintain a full-time administrator if the workload justified it.

- If the Good Landlord Program was established, it would need to be preceded by a requirement that rental units within the City obtain a business license, which will require a heavy lift on the front end to identify rental units, make contact with property owners, register those responsible owners who respond, follow-up on those who do not, and take enforcement action against recalcitrant or non-responsive property owners. The City will be populating a database from scratch.

- Staff have compiled a chart of comparison between the Good Landlord Program and Crime-Free Multi-Housing program. The information from the previous meeting's memo is included below in its entirety, for your reference.

Discussion Goals

The following items outline the goals of this discussion:

1. Continue discussion of the Good Landlord Program

2. Receive direction on next steps from the Council. If the council wishes to push the creation of the program forward, the following preliminary steps are necessary:

   - Identify budget to fund the disproportionate rental study;
   - Identify consultant to complete the study;
   - Establish responsibilities for administration and support of program within departments (principally CED, PD, Legal);
   - Identify budget source to provide ongoing administrative support; and
   - Begin drafting city ordinance requiring rental licenses and creating the good landlord program.

Feature	Good Landlord Program	Crime-free Multi Housing
Voluntary Program*	✓	✓
City Employees act as Training Coordinators		✓
Training Provided by Third Party	✓	
CPTED Survey of property	✓	✓
100-page resource manual given to landlords		✓
Annual crime-prevention social		✓
Certification for landlord	✓	✓
Requirement that all rentals be licensed (generating some revenue)	✓	
Requires study for disproportionate rental costs (one-time cost)	✓	
Requires additional administrative support (at least .5 FTE)	✓	
Police reports provided to landlords for criminal incidents occurring on-property	✓	✓
Reduction in fees for participants (disproportionate and admin fee)	✓	N/A
Police assist in serving trespass notices	✓	
May require background checks for potential tenants	✓	
Administrative appeal required to remove from program	✓	
May craft reasonable, City-specific expectations and requirements of landlords	✓	
Startup Costs	~ $20,000	~ $500
Ongoing Costs	~ .5 - 1 FTE	~ 0 - .5 FTE
Estimated Revenue	~ $10,000?	~$0
Startup Time	~ 6 months	~ 2 weeks

* Four recently-approved multi-family housing projects have agreed to participate in the Crime-Free Multi Housing pursuant to a development agreement, making their participation in that program obligatory.

PRIOR MEETING MEMO

Background on City & Rental Licensing

- Syracuse currently does not require a business license or require payment of a fee to those seeking to rent out residential units, including apartments.

- Utah law allows cities to require business licenses for owners of rental dwellings, if the city so chooses. UCA § 10-8-85.5(2). If it does so, then it would be required to apply that requirement to all rentals equally, and the fee would be limited to covering the cost of administration of the licensing. The fee would be determined by the overall cost of administration and divided among all landlords equally. A *business license fee* may not be higher based upon the number of units, nor can the city require a separate business license for each unit.

- Such a program could include inspections by City officials to ensure safety and habitability. The City is prohibited from collecting a fee for these inspections, however.

Good Landlord Programs & Disproportionate Rental Fees

- In addition to the administrative licensing fee, cities are also allowed to impose a disproportionate rental fee, under specific circumstances.

    - The fee must be determined by a study that demonstrates that rental properties present a disproportionate cost of providing municipal services to residential rental units, compared to similar owner-occupied housing. Such a study could be commissioned by the Council and conducted by an independent firm that does these types of studies. Generally, they will partition the city into single-family and rental units, and then use geolocation to assign enumerated municipal services to the addresses. The list includes many services which may or may not be trackable. *See* Utah Code Ann. § 10-1-203.5(1)(g). The two are compared on a per-dwelling basis. If the City expends more resources on the rental dwellings than it does on owner-occupied housing, then the study has justified a disproportionate rental fee. Unlike the business license fee, this fee would be imposed on a *per-unit basis*, rather than on a per-landlord basis.

- A City that imposes a disproportionate rental fee may also operate a Good Landlord Program under state law. Participation in the good landlord program provides a "carrot" to those landlords who wish to participate. No landlords are required to participate in any city in the state.
    - A landlord who participates in the Good Landlord program is entitled to a reduction of any imposed disproportionate rental fee, in a standardized amount determined by the Council.
    - A City may choose to also reduce the business license fee for good landlord participants but is not required to do so.

- Certain landlords are exempt from the disproportionate rental fee in any case, regardless of whether they create a burden: those who operate owner-occupied rental units of four or fewer units. A single-family home with an accessory dwelling unit in the basement or in a small home on the property would therefore be exempt from the fee, so long as the owner also lives on-site.

- Good landlord participants may be required to run background checks on potential tenants, evict those that commit crimes on the premises, comply with the Fair Housing Act, keep the property properly maintained and similar restrictions.

- Good landlord programs may not require a landlord to reject a tenant based upon the results of the criminal background check, with a very narrow statutory exception for which our city does not qualify. They are not subject to random or unannounced inspections merely because they are on the program. *See* UCA § 10-1-203.5(3).
    - This is not a one-sided proposal. Municipalities with good landlord programs dedicate resources to providing information to landlords of criminal activity on their properties. We find that landlords often are not aware of the activity, because tenants are not likely to self-report.

Crime-Free Multi-Housing Program

Through contractual agreements connected to land use approvals, the more recent multi-family housing projects have agreed to participate in crime-free housing programs with the City. The Police Department has made preparations for the City to effectively participate in the program with the landlords.

The Crime Free Multi-Housing program consists of three phases that must be completed under the supervision of the Police Department. The property becomes certified upon successful completion of all three phases.

The anticipated benefits are reduced police calls for service, a safer plus more stable resident base, and improved police/community relationships. According to http://www.crime-free-association.org, "fully certified properties have reported reductions in police calls for service up to 70% over previous years."

Training Coordinators
Sgt. Ryan Carter and Administrative Professional Mariana Luna have completed 24-hours of intensive training and becomes certified as an instructor of the program. Chief Atkin also has extensive experience running this program from his time as a Community Resource Officer with Layton PD. Our PowerPoint is nearly complete. We are working on obtaining subject matter experts to help teach various components of the training. Our plan is to schedule a date in August 2022 for this training.

Crime Free Multi-Housing Program Benefits:

- A stable, more satisfied tenant base. Increased demand for rental units with a reputation for active management
- Lower maintenance and repair costs. Increased property values
- Improved personal safety for tenants, landlords, and managers

Here is a brief outline of the three phases of program that are required for property certification:

Phase I - Management Training (8-Hours) Taught by the Police

- Crime prevention theory
- Crime Prevention Through Environmental Design (CPTED) theory
- Resident screening guidelines
- Lease agreements and eviction issues
- Crime Free Lease Addendum
- Key control and master key use
- On-going security management monitoring and responding to criminal activity
- Gangs, drugs activity, and crime prevention
- Legal warnings, notices, and evictions
- Working smarter with the police
- Fire and life safety training
- Community awareness

A 100-page resource manual is supplied with additional handouts.

Phase II - CPTED - Survey by the Police

- CPTED on-site survey/evaluation
    - Minimum door, window, and lock standards compliance inspection
    - Minimum exterior lighting standards evaluation
    - Key Control procedures evaluation
    - Landscape maintenance standards compliance

Phase III - Community Awareness Training

- Annual crime prevention social held by property management and supported by the Department.
- Community awareness and continuous participation is encouraged

Full certification (gold certificate) permits the right to post the Crime Free Multi-Housing Program sign and advertise membership in the Crime Free Multi-Housing Program in the print media using the official logo. This certificate usually expires every year unless renewed following compliance with Phases II & III.

Administrative Cost of Respective Programs

- The Police Department has the Crime-free Multi-Housing program ready to go; the amount of time and resources required to maintain the program is not currently quantified. If expanded to include all willing landlords, the program's administrative burden would increase correspondingly.

- A Good Landlord Program would require the establishment of a business license to operate a rental property. And in order to provide an incentive for participation in the program, the City would need to fund a study of disproportionate impacts due to rental properties and establish a disproportionate rental fee. The program would be available to all landlords who maintain rental properties in the city, which was reportedly estimated to be about 10% of households in Syracuse. This likely would require additional allocation of resources to the business licensing division of the CED Department. Roughly the same level of police resources would be required to maintain the Good Landlord Program.

COUNCIL AGENDA

July 12, 2022

Agenda Item #12 General Plan Amendment

Factual Summation

Utah's Land Use, Development, and Management Act (LUDMA) requires that every city have a general plan. In 2022, various changes to LUDMA's 10-9a-403 of Utah Code were made that will require us to update our plan.

The items in our General Plan that are out of compliance are:

-Select three or more moderate income housing strategies from new list. These are the leading strategies from the list recommended by staff:

> (A) rezone for densities necessary to facilitate the production of moderate income housing;
> (B) demonstrate investment in the rehabilitation or expansion of infrastructure that facilitates the construction of moderate income housing;
> (F) zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers;
> (H) amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilities;
> (R) eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530;
> (W) create or allow for, and reduce regulations related to, multifamily residential dwellings compatible in scale and form with detached single-family residential dwellings and located in walkable communities within residential or mixed-use zones; and

- Include an implementation plan and timeline for each strategy
-Add a water use and preservation element

Goal of Discussion

The purpose of this discussion item is to provide high level input to the Planning Commission who will work on the changes over the next month or so to bring our General Plan into compliance with state law. After a recommendation from Planning Commission is completed, the proposed General Plan amendments will be forwarded back to City Council for approval/adoption.

Effective 6/1/2022

10-9a-403 General plan preparation.

(1)

(a) The planning commission shall provide notice, as provided in Section 10-9a-203, of the planning commission's intent to make a recommendation to the municipal legislative body for a general plan or a comprehensive general plan amendment when the planning commission initiates the process of preparing the planning commission's recommendation.

(b) The planning commission shall make and recommend to the legislative body a proposed general plan for the area within the municipality.

(c) The plan may include areas outside the boundaries of the municipality if, in the planning commission's judgment, those areas are related to the planning of the municipality's territory.

(d) Except as otherwise provided by law or with respect to a municipality's power of eminent domain, when the plan of a municipality involves territory outside the boundaries of the municipality, the municipality may not take action affecting that territory without the concurrence of the county or other municipalities affected.

(2)

(a) At a minimum, the proposed general plan, with the accompanying maps, charts, and descriptive and explanatory matter, shall include the planning commission's recommendations for the following plan elements:

(i) a land use element that:

(A) designates the long-term goals and the proposed extent, general distribution, and location of land for housing for residents of various income levels, business, industry, agriculture, recreation, education, public buildings and grounds, open space, and other categories of public and private uses of land as appropriate;

(B) includes a statement of the projections for and standards of population density and building intensity recommended for the various land use categories covered by the plan;

(C) except for a city of the fifth class or a town, is coordinated to integrate the land use element with the water use and preservation element; and

(D) except for a city of the fifth class or a town, accounts for the effect of land use categories and land uses on water demand;

(ii) a transportation and traffic circulation element that:

(A) provides the general location and extent of existing and proposed freeways, arterial and collector streets, public transit, active transportation facilities, and other modes of transportation that the planning commission considers appropriate;

(B) for a municipality that has access to a major transit investment corridor, addresses the municipality's plan for residential and commercial development around major transit investment corridors to maintain and improve the connections between housing, employment, education, recreation, and commerce;

(C) for a municipality that does not have access to a major transit investment corridor, addresses the municipality's plan for residential and commercial development in areas that will maintain and improve the connections between housing, transportation, employment, education, recreation, and commerce; and

(D) correlates with the population projections, the employment projections, and the proposed land use element of the general plan;

(iii) for a specified municipality as defined in Section 10-9a-408, a moderate income housing element that:

(A) provides a realistic opportunity to meet the need for additional moderate income housing within the next five years;

(B) selects three or more moderate income housing strategies described in Subsection (2)(b)(iii) for implementation, including one additional moderate income housing strategy as provided in Subsection (2)(b)(iv) for a specified municipality that has a fixed guideway public transit station; and

(C) includes an implementation plan as provided in Subsection (2)(c); and

(iv) except for a city of the fifth class or a town, a water use and preservation element that addresses:

(A) the effect of permitted development or patterns of development on water demand and water infrastructure;

(B) methods of reducing water demand and per capita consumption for future development;

(C) methods of reducing water demand and per capita consumption for existing development; and

(D) opportunities for the municipality to modify the municipality's operations to eliminate practices or conditions that waste water.

(b) In drafting the moderate income housing element, the planning commission:

(i) shall consider the Legislature's determination that municipalities shall facilitate a reasonable opportunity for a variety of housing, including moderate income housing:

(A) to meet the needs of people of various income levels living, working, or desiring to live or work in the community; and

(B) to allow people with various incomes to benefit from and fully participate in all aspects of neighborhood and community life;

(ii) for a town, may include, and for a specified municipality as defined in Section 10-9a-408, shall include, an analysis of how the municipality will provide a realistic opportunity for the development of moderate income housing within the next five years;

(iii) for a town, may include, and for other municipalities, shall include, a recommendation to implement three or more of the following moderate income housing strategies:

(A) rezone for densities necessary to facilitate the production of moderate income housing;

(B) demonstrate investment in the rehabilitation or expansion of infrastructure that facilitates the construction of moderate income housing;

(C) demonstrate investment in the rehabilitation of existing uninhabitable housing stock into moderate income housing;

(D) identify and utilize general fund subsidies or other sources of revenue to waive construction related fees that are otherwise generally imposed by the municipality for the construction or rehabilitation of moderate income housing;

(E) create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones;

(F) zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers;

(G) amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors;

(H) amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilities;

(I) amend land use regulations to allow for single room occupancy developments;

(J) implement zoning incentives for moderate income units in new developments;

(K) preserve existing and new moderate income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or, notwithstanding Section 10-9a-535, establishing a housing loss mitigation fund;
(L) reduce, waive, or eliminate impact fees related to moderate income housing;
(M) demonstrate creation of, or participation in, a community land trust program for moderate income housing;
(N) implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality;
(O) apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate income housing, or any other entity that applies for programs or services that promote the construction or preservation of moderate income housing;
(P) demonstrate utilization of a moderate income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing;
(Q) create a housing and transit reinvestment zone pursuant to Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act;
(R) eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530;
(S) create a program to transfer development rights for moderate income housing;
(T) ratify a joint acquisition agreement with another local political subdivision for the purpose of combining resources to acquire property for moderate income housing;
(U) develop a moderate income housing project for residents who are disabled or 55 years old or older;
(V) develop and adopt a station area plan in accordance with Section 10-9a-403.1;
(W) create or allow for, and reduce regulations related to, multifamily residential dwellings compatible in scale and form with detached single-family residential dwellings and located in walkable communities within residential or mixed-use zones; and
(X) demonstrate implementation of any other program or strategy to address the housing needs of residents of the municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing; and

(iv) in addition to the recommendations required under Subsection (2)(b)(iii), for a municipality that has a fixed guideway public transit station, shall include a recommendation to implement:
(A) the strategy described in Subsection (2)(b)(iii)(V); and
(B) a strategy described in Subsection (2)(b)(iii)(G), (H), or (Q).

(c)
(i) In drafting the implementation plan portion of the moderate income housing element as described in Subsection (2)(a)(iii)(C), the planning commission shall establish a timeline for

implementing each of the moderate income housing strategies selected by the municipality for implementation.

(ii) The timeline described in Subsection (2)(c)(i) shall:

(A) identify specific measures and benchmarks for implementing each moderate income housing strategy selected by the municipality, whether one-time or ongoing; and

(B) provide flexibility for the municipality to make adjustments as needed.

(d) In drafting the land use element, the planning commission shall:

(i) identify and consider each agriculture protection area within the municipality;

(ii) avoid proposing a use of land within an agriculture protection area that is inconsistent with or detrimental to the use of the land for agriculture; and

(iii) consider and coordinate with any station area plans adopted by the municipality if required under Section 10-9a-403.1.

(e) In drafting the transportation and traffic circulation element, the planning commission shall:

(i)

(A) consider and coordinate with the regional transportation plan developed by the municipality's region's metropolitan planning organization, if the municipality is within the boundaries of a metropolitan planning organization; or

(B) consider and coordinate with the long-range transportation plan developed by the Department of Transportation, if the municipality is not within the boundaries of a metropolitan planning organization; and

(ii) consider and coordinate with any station area plans adopted by the municipality if required under Section 10-9a-403.1.

(f) In drafting the water use and preservation element, the planning commission:

(i) shall consider:

(A) applicable regional water conservation goals recommended by the Division of Water Resources; and

(B) if Section 73-10-32 requires the municipality to adopt a water conservation plan pursuant to Section 73-10-32, the municipality's water conservation plan;

(ii) shall include a recommendation for:

(A) water conservation policies to be determined by the municipality; and

(B) landscaping options within a public street for current and future development that do not require the use of lawn or turf in a parkstrip;

(iii) shall review the municipality's land use ordinances and include a recommendation for changes to an ordinance that promotes the inefficient use of water;

(iv) shall consider principles of sustainable landscaping, including the:

(A) reduction or limitation of the use of lawn or turf;

(B) promotion of site-specific landscape design that decreases stormwater runoff or runoff of water used for irrigation;

(C) preservation and use of healthy trees that have a reasonable water requirement or are resistant to dry soil conditions;

(D) elimination or regulation of ponds, pools, and other features that promote unnecessary water evaporation;

(E) reduction of yard waste; and

(F) use of an irrigation system, including drip irrigation, best adapted to provide the optimal amount of water to the plants being irrigated;

(v) shall consult with the public water system or systems serving the municipality with drinking water regarding how implementation of the land use element and water use and preservation element may affect:

(A) water supply planning, including drinking water source and storage capacity consistent with Section 19-4-114; and
(B) water distribution planning, including master plans, infrastructure asset management programs and plans, infrastructure replacement plans, and impact fee facilities plans;
(vi) may include recommendations for additional water demand reduction strategies, including:
(A) creating a water budget associated with a particular type of development;
(B) adopting new or modified lot size, configuration, and landscaping standards that will reduce water demand for new single family development;
(C) providing one or more water reduction incentives for existing development such as modification of existing landscapes and irrigation systems and installation of water fixtures or systems that minimize water demand;
(D) discouraging incentives for economic development activities that do not adequately account for water use or do not include strategies for reducing water demand; and
(E) adopting water concurrency standards requiring that adequate water supplies and facilities are or will be in place for new development; and
(vii) for a town, may include, and for another municipality, shall include, a recommendation for low water use landscaping standards for a new:
(A) commercial, industrial, or institutional development;
(B) common interest community, as defined in Section 57-25-102; or
(C) multifamily housing project.
(3) The proposed general plan may include:
(a) an environmental element that addresses:
(i) the protection, conservation, development, and use of natural resources, including the quality of:
(A) air;
(B) forests;
(C) soils;
(D) rivers;
(E) groundwater and other waters;
(F) harbors;
(G) fisheries;
(H) wildlife;
(I) minerals; and
(J) other natural resources; and
(ii)
(A) the reclamation of land, flood control, prevention and control of the pollution of streams and other waters;
(B) the regulation of the use of land on hillsides, stream channels and other environmentally sensitive areas;
(C) the prevention, control, and correction of the erosion of soils;
(D) the preservation and enhancement of watersheds and wetlands; and
(E) the mapping of known geologic hazards;
(b) a public services and facilities element showing general plans for sewage, water, waste disposal, drainage, public utilities, rights-of-way, easements, and facilities for them, police and fire protection, and other public services;
(c) a rehabilitation, redevelopment, and conservation element consisting of plans and programs for:
(i) historic preservation;

(ii) the diminution or elimination of a development impediment as defined in Section 17C-1-102; and
(iii) redevelopment of land, including housing sites, business and industrial sites, and public building sites;
(d) an economic element composed of appropriate studies and forecasts, as well as an economic development plan, which may include review of existing and projected municipal revenue and expenditures, revenue sources, identification of basic and secondary industry, primary and secondary market areas, employment, and retail sales activity;
(e) recommendations for implementing all or any portion of the general plan, including the adoption of land and water use ordinances, capital improvement plans, community development and promotion, and any other appropriate action;
(f) provisions addressing any of the matters listed in Subsection 10-9a-401(2) or (3); and
(g) any other element the municipality considers appropriate.

Amended by Chapter 282, 2022 General Session
Amended by Chapter 406, 2022 General Session
Amended by Chapter 406, 2022 General Session, (Coordination Clause)

COUNCIL AGENDA
July 12, 2022

Agenda Item **#13** General Budget Discussion and Preparation for August Truth in Taxation hearing

- Any question regarding this agenda item may be directed at City Manager Brody Bovero or Administrative Services Director Steve Marshall

- This discussion item is meant to allow any item related to the upcoming FY23 budget amendment pursuant to the August 9th Truth in Taxation hearing. The Council is welcome to address any items that they feel necessary to discuss related to the budget.

Truth in Taxation Presentation

- In addition to the budget hearing on August 9th, a presentation will be given to explain to the public the consideration of the potential property tax increase. The presentation can address the following points:
    - An overview of the City's revenue sources
    - A brief explanation of how property tax rates are calculated in Utah
    - The impact inflation has on default property tax revenue
    - A breakdown of the average property tax bill
    - Explanation of where the additional revenue is planned to go, if the tax rate is held or raised.
    - A comparison of tax rates of neighboring cities in Davis County

- If there are any other major points to consider in the presentation, the Council can provide that direction to staff at the meeting.

Goals of Discussion

1. Discuss any budgetary items related to the upcoming budget amendment on August 9th pursuant to the truth in taxation hearing.

2. Review and discuss edits, additions, or other matters related to the truth in taxation presentation.