



SYRACUSE CITY

Syracuse City Special Redevelopment Agency (RDA) Meeting September 13, 2022 – immediately following the City Council Business Meeting, which begins at 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: 812 6560 5947

Streamed on Syracuse City [YouTube Channel](#)

1. Meeting called to order
Adopt agenda
2. Proposed Resolution RDA R22-03 authorizing the execution of an agreement for tax increment financing (TIF) related to restaurant construction in the Syracuse Town Center Redevelopment Area. (5 min.)
3. Adjourn.

~~~~~  
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 8<sup>th</sup> day of September, 2022 at Syracuse City Hall on the City Hall Notice Board and at <http://www.syracuseut.com/>. A copy was also provided to the Standard-Examiner on September 8, 2022.

CASSIE Z. BROWN, MMC  
SYRACUSE CITY RECORDER



# RDA AGENDA

September 13, 2022

Agenda Item #2

Zupas Impact Fees - Request for RDA assistance

## ***Factual Summation***

As you may know, Zupas is building a new restaurant in the Town Center near Walmart. They recently completed the land purchase from the city for \$390,000. They have been approved for site plan approval from Planning Commission on 6/7/22 and also have an approved building permit issued on 8/02/22.

As standard procedure, before issuing the building permit, all fees are collected including inspection fees, impact fees, review fees etc. The fees were paid and construction has begun on the building. Total permit fee paid was \$118,000. See attached. However, the company, who has recently been expanding and building new restaurants in many other locations is reporting that our fees are considerably higher than other cities. They reported that their whole permit for Logan City was \$63,000, see attached. Just our transportation fee was \$60,356.

Our impact fees are based off our transportation master plan and every city will be different based off the future projects needed. While they did pay the fee so they could get going on construction, they have requested to be on the agenda. They are asking for the RDA to help them pay the fee difference down to be comparable to other cities so that they can successfully deliver the new store on budget and on time. They are requesting \$30,000 assistance from the RDA.

The City Council/RDA board reviewed the proposal on August 23, 2022 and forwarded the item to this business meeting for a vote.



Receipt No: 5.052245

Aug 2, 2022

syr2208020755 cafe'zupas

|                                |            |
|--------------------------------|------------|
| Previous Balance:              | .00        |
| BUILDING PERMITS               |            |
| BUILDING PERMIT                | 8,497.00   |
| 10-32-21                       |            |
| BUILDING PERMITS               |            |
| BUILDING PERMITS               |            |
| PLAN CHECK FEE                 | 5,284.00   |
| 10-34-30                       |            |
| PLAN CHECK & DEV. REVIEW FEES  |            |
| BUILDING PERMITS               |            |
| SECONDARY CONECTION            | 645.00     |
| 30-37-60                       |            |
| CONNECTION FEES, SEC. WATER    |            |
| BUILDING PERMITS               |            |
| SECONDARY IMPACT FEE           | 1,674.00   |
| 31-31-40                       |            |
| SECONDARY WATER IMPACT FEE     |            |
| BUILDING PERMITS               |            |
| WATER IMPACT FEE               | 6,426.00   |
| 51-31-40                       |            |
| CULINARY WATER DEV. IMPACT FEE |            |
| BUILDING PERMITS               |            |
| CULINARY WATER CONNECTION      | 1,143.00   |
| FEE                            |            |
| 50-34-60                       |            |
| WATER CONNECTION FEES          |            |
| BUILDING PERMITS               |            |
| SEWER CONNECTION FEE           | 300.00     |
| 53-34-82                       |            |
| SEWER CONNECTION FEES          |            |
| BUILDING PERMITS               |            |
| STORM SEWER IMPACT             | 7,398.00   |
| 41-31-40                       |            |
| STORM WATER IMPACT FEE         |            |
| BUILDING PERMITS               |            |
| TRAFFIC IMPACT FEE             | 60,356.00  |
| 21-31-40                       |            |
| TRANSPORTATION IMPACT FEE      |            |
| BUILDING PERMITS               |            |
| STATE FEE                      | 81.00      |
| 10-2227                        |            |
| ST. BLDG PERMIT SURCHARGE      |            |
| BUILDING PERMITS               |            |
| Public Safety Impact Fee       | 2,718.00   |
| 13-31-40                       |            |
| PUBLIC SAFETY IMPACT FEE       |            |
| BUILDING PERMITS               |            |
| N.D.S.D. IMPACT FEE            | 29,025.00  |
| 53-2134                        |            |
| SEWER IMPACT FEE               |            |
| BUILDING PERMITS               |            |
| prev paid submittal fee        | 5,284.00-  |
| 10-34-30                       |            |
| PLAN CHECK & DEV. REVIEW FEES  |            |
| Total:                         | 118,263.00 |
| CHECK                          |            |
| Check No: 391672               | 118,263.00 |
| Total Applied:                 | 118,263.00 |
| Change Tendered:               | .00        |



#3822 pd S+C

## Logan City BUILDING PERMIT

290 N 100 W Logan, UT 84321 PHONE: 435-716-9030 FAX: 435-716-9001

Property Address: 715 N MAIN ST  
Parcel Number: 05-048-0024  
Permit Type: Com Building New  
Project Name:  
Description of Work: Cafe' Zupas

Permit #: 2021-00000648  
Date Issued: 10/1/2021

Construction Type: 0  
Occupancy Type: 0  
Square Footage: 3575.00  
Valuation: \$500000.00

Owner: C A FULLMER FAMILY LLC  
220 QUAIL WAY  
LOGAN, UT 84321

Contractor: C A FULLMER FAMILY LLC  
220 QUAIL WAY  
LOGAN, UT 84321

(435) 994-0100

**Permit Charge Detail**

| Charge Description                                                    | Charge      | Paid        | Balance |
|-----------------------------------------------------------------------|-------------|-------------|---------|
| Building Permit > \$2000 EIV                                          | \$3,730.00  | \$3,730.00  | \$0.00  |
| Electric Hookup 3PH 120/208V<br>(Per AMP)                             | \$20,946.00 | \$20,946.00 | \$0.00  |
| Electrical Permit > \$2,000 EIV                                       | \$298.40    | \$298.40    | \$0.00  |
| Impact Culinary Water - 2.0"<br>Displacement/Compound Meter           | \$9,172.00  | \$9,172.00  | \$0.00  |
| Impact Light & Power - 3 Phase<br>120/208 V (Per AMP)                 | \$5,112.00  | \$5,112.00  | \$0.00  |
| Impact Transportation<br>Commercial/Shopping Center                   | \$9,620.32  | \$9,620.32  | \$0.00  |
| Impact Wastewater Collection -<br>2.0" Displacement/Compound<br>Meter | \$650.00    | \$650.00    | \$0.00  |
| Impact Wastewater Treatment -<br>2.0 Displacement/Compound<br>Meter   | \$7,786.00  | \$7,786.00  | \$0.00  |
| Land Disturbance -Non-<br>Residential (Per Acre)                      | \$1,395.00  | \$1,395.00  | \$0.00  |
| Mechanical Permit > \$2,000 EIV                                       | \$298.40    | \$298.40    | \$0.00  |
| Plan Check Commercial                                                 | \$0.00      | \$0.00      | \$0.00  |
| Plan Check Commercial<br>(Additional)                                 | \$2,424.50  | \$2,424.50  | \$0.00  |
| Plumbing Permit > \$2,000 EIV                                         | \$298.40    | \$298.40    | \$0.00  |

|                           |             |             |        |
|---------------------------|-------------|-------------|--------|
| Sewer 4" Connection       | \$500.00    | \$500.00    | \$0.00 |
| State Surcharge - City    | \$6.94      | \$6.94      | \$0.00 |
| State Surcharge - State   | \$39.31     | \$39.31     | \$0.00 |
| Water Hookup 2" Developed | \$1,300.00  | \$1,300.00  | \$0.00 |
| Water Main Tap 6"         | \$350.00    | \$350.00    | \$0.00 |
| TOTALS:                   | \$63,927.27 | \$63,927.27 | \$0.00 |

As per State Fire Code, Utah Code Ann. Section 15A-5-103, the International Fire Code, Section 3304.2 and Logan Municipal Code Section 8.04.040, it is illegal to burn any type of construction material. Contractors found to be burning any type of construction material may be issued a citation.

Expiration: Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

I hereby acknowledge that I have read this building permit bond and state that the above is correct and agree to comply with all of Logan City ordinances and laws regulating building and construction.

Applicant Signature\_\_\_\_\_

Building Official Signature\_\_\_\_\_

CB

**AGREEMENT FOR 2022 PARTIAL PAYMENT OF IMPACT FEES  
RELATED TO A CAFÉ ZUPA’S RESTAURANT IN THE SYRACUSE CITY  
TOWN CENTER AREA OF THE SYRACUSE CITY REDEVELOPMENT  
AGENCY**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, this Agreement for the 2022 Partial Payment of Impact Fees Related to a Café Zupas Restaurant Within the Syracuse City Town Center Redevelopment Area of the Syracuse City Redevelopment Agency, is made and entered into by and among CAFÉ ZUPAS, L.C., a Utah ~~limited liability company~~~~corporation~~ (the “Developer”), and the REDEVELOPMENT AGENCY OF SYRACUSE CITY, a municipal corporation and political subdivision of the State of Utah (the “Agency”).

The Developer and Agency are sometimes referred to individually in this Amendment as a “Party” and collectively as the “Parties.”

**RECITALS**

- A. The Agency has previously established a redevelopment area at Town Center where 2000 West intersects with Antelope Drive (the “RDA Area”).
- B. Developer has received site plan approval to engage in commercial development on a parcel within the RDA Area (the “Project”) by constructing a Café Zupas Restaurant and has requested Agency assistance due to amount of impact fees for which the Developer is responsible (the “Improvements”).
- C. The Agency considers the proposed commercial development and the improvements to the area’s circulation to be a benefit to the RDA Area and Syracuse City generally, in addition to immediate benefits to the Developer’s project, due to increased cross-access between commercial uses.

NOW THEREFORE, in consideration of the covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

**ARTICLE I**

**DEVELOPER’S PROJECT**

- 1.1 Property Affected by Agreement. This Agreement relates to specific improvements that will be located on the following property (the “Parcel”), the legal description of which is

attached as Exhibit A, and incorporated into this Agreement by reference: Davis County Parcel 12-643-0002, owned by Syracuse Antelope, LLC et al.

- 1.2 Site Plans. The Developer has received site plan approval for the attached Site Plans, as attached as Exhibit B and incorporated into this Agreement by reference. This Agreement does not constitute any separate approvals of the site plan, authorize any deviation from city code or vest Developer with any rights to develop contrary to applicable zoning, ordinances, building codes, laws or regulations. If there is a conflict between the Site Plan and ordinance, law or regulation, then the ordinance, law or regulation will apply to the Project.

## ARTICLE II

### DEVELOPER'S OBLIGATIONS

The Developer agrees to the following:

- 2.1 Construction of Restaurant and Installation of Improvements. By June 30, 2023, the Developer shall construct the restaurant and all associated improvements for the site in accordance with the Site Plan shown in Exhibit B. The development shall be installed in accordance with applicable laws and regulations.
- 2.2 Access to Public. The Developer is obligated under private agreements to provide cross-access to customers, employees and owners of abutting parcels. While the public will be permitted to access those areas pursuant to that agreement, this Agreement does not restrict the Developer's or a subsequent owner of this parcel from restricting public access as necessary for their business purposes.
- 2.3 Payment of Fees. The Developer shall pay all taxes and fees owed on the property, including site plan fees, inspection fees, impact fees or other fees generally applicable to development in Syracuse City. Developer shall pay all necessary fees assessed by Syracuse City and other government entities which are required to begin construction of the Improvements. This Agreement does not waive any applicable development fees or obligate the Agency to pay them. Likewise, this Agreement shall not be construed as imposing any new or additional fees relating to the Project.
- 2.4 Obtaining Permits. The Developer shall have the sole responsibility to obtain all necessary permits and approvals to construct the improvements and shall make application for such permits and approvals directly to Syracuse City and other appropriate agencies and departments. This Agreement does not waive any requirements associated with permit

applications, including inspection or fee requirements. Likewise, this Agreement shall not be construed as imposing any new or additional permit requirements relating to the Project.

- 2.5 Payment of Ad Valorem Taxes. The Developer shall ensure the timely payment of all real and personal property taxes for the Parcel for 2022. Subject to the Developer's right to protest or appeal as provided below, for each tax increment year, all Ad Valorem Taxes and assessments levied or imposed on the Project, any of the improvements, and any personal property on site shall be paid annually by the Developer or current owner before the delinquency date which is currently set by Utah Code § 59-2-1331 as November 30. The Developer shall have the right to protest or appeal the amount of the Assessed Taxable Value and taxes levied against the Project by the County Assessor, State Tax Commission or any lawful entity authorized by law to determine the Ad Valorem Taxes against the Project, the improvements, personal property at the Site, or any portion thereof in the same manner as any other taxpayer as provided by law.

### ARTICLE III

#### AGENCY OBLIGATIONS

- 3.1 Reimbursement for Impact Fees. The Agency agrees to reimburse the Developer thirty-thousand dollars (\$30,000.00), to offset some of the transportation impact fees that the Developer paid in connection with the building permit issued for this Development. The Agency deems this an appropriate use of RDA funds due to the general improvement in circulation that the Project will bring to the RDA area, as well as an inducement to locate a high-quality restaurant to the Town Center.
- 3.2 Eligible for RDA Funds. The Parties agree that this Project is a retail facility that has a gross sales floor area of no more than 20,000 square feet, and that the development is limited to the boundaries of the Project, thereby making this development eligible for an incentive payment from the RDA under Utah Code Ann. § 11-41-103(2)(c).
- 3.3 Conditions Precedent for Reimbursement. The Agency's payment of reimbursement is expressly conditioned upon the following having occurred and presently applicable at the time of the payment request:
- 3.3.1 Developer has substantially completed construction of the restaurant and obtained a certificate of occupancy prior to June 30, 2023; and
- 3.3.2 Developer's parcel identified in Section 1.1 is not identified as delinquent in Davis County records as it relates to tax obligations.

- 3.4 Timing of Payment. The Developer may tender an invoice when the conditions established in Section 3.3 are met. Upon the receipt of the invoice from the Developer and a verification of their eligibility for payment, the Agency shall tender payment to the Developer within twenty-one (21) days. Requests for more information or documents shall be conveyed to the Developer within seven (7) business days of receipt of the invoice, and Developer shall have seven (7) business days to produce such information. In such cases, the deadline to tender payment shall be extended by the number of days between the request for more information and the Developer's production of that information.

## ARTICLE IV

### REMEDIES

- 4.1 Default Due to Lack of Improvement Construction. If the Developer fails to complete construction of the Project by the date indicated in Section 2.1, then this Agreement will be terminated. Termination of the Agreement due to failure to construct the Project within the timeframe established in Section 2.1 shall relieve the City of any obligation to pay amounts which have not yet been tendered to the Developer.
- 4.2 Default Generally. If either Party is in breach of any other substantial obligation under this Agreement, the breaching Party shall, upon written notice from the non-breaching Party, proceed immediately to cure or remedy such default or breach, and in any event, do so within thirty (30) calendar days after receipt of such notice or if such default or failure is of a type that cannot reasonably be cured within such thirty (30) calendar day period, within ninety (90) days, provided that such cure is commenced within the thirty (30) day period and diligently pursued to completion. The Parties may agree to a longer period to cure, in writing. If action is not taken, or diligently pursued, or the breach is not cured or remedied as provided in this Article, the non-breaching Party may institute such proceedings as may be necessary or desirable, at its option, to cure or remedy such default. This includes, but is not limited to, proceedings to compel specific performance by the Party in default, termination of the Agreement, an action as allowed by law or equity, or as provided in this Agreement.
- 4.3 Delay. 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.
- 4.4 Remedies Cumulative/Non-Waiver. The rights and remedies of the Parties of this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times. No waiver made by any Party regarding the performance, or manner or time thereof, or any obligation of the other Party or any condition to its own obligation under this Agreement shall be considered a waiver of any

rights of the Party making the waiver with respect to the particular obligation of the other Party, beyond those expressly waived.

## ARTICLE V

### OTHER PROVISIONS

5.1     Term. The term of this Agreement shall commence upon the execution by both Parties and shall continue until the earliest of the following:

1. The acceptance of payment from the Agency following issuance of a certificate of occupancy for the restaurant contemplated by the Site Plan (Exhibit B);
2. The mutual termination of the Agreement by the Parties; or
3. The termination of the Agreement as provided in Section 5.2.

5.2     Termination. This Agreement may be terminated:

1. By the Developer at any time prior to the issuance of any payments by the City, by delivering written notification of the termination;
2. By mutual, written agreement by the Parties on the terms indicated in the written termination; or
3. By the non-defaulting Party, after notice has been provided pursuant to Sections 4.1, 4.2 or 4.3 of this Agreement.

5.3     Notices. If notice is required by any of the provisions of this Agreement, then it shall be accomplished and deemed given upon personal or hand-delivery, confirmed facsimile transmission, e-mail, or upon the third business day following the day sent, if sent postage prepaid by certified or registered mail, return receipt requested, to the Parties at the following addresses:

AGENCY:                      Attn: City Manager  
                                      Redevelopment Agency of Syracuse City  
                                      1979 West 1900 South  
                                      Syracuse, UT 84075  
                                      Fax: (801) 825-3001  
                                      Email: [bbovero@syracuseut.com](mailto:bbovero@syracuseut.com)

DEVELOPER:                Attn: Edgar Cepuritis, VP - Development  
                                      Café Zupas  
                                      460 Universal Circle  
                                      Sandy, Utah 84070  
                                      (312) 208-2887  
                                      Email: [ecepuritis@cafezupas.com](mailto:ecepuritis@cafezupas.com)

- 5.4 Government Records. This Agreement and all documents referenced in this Agreement, along with all other records provided to the Agency in consideration of or in compliance with this Agreement, are subject to the provisions of the Utah Government Records Access and Management Act.
- 5.5 Governmental Immunity. The Developer acknowledges that the Agency is a body Corporate and politic of the state of Utah, subject to the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101 et seq. (the “Act”), and the Developer acknowledges and agrees that nothing contained in this Agreement shall be construed in any way to modify the limits of liability set forth in the Act or the basis for liability as established in the Act.
- 5.6 Indemnity. The Developer agrees to indemnify, hold harmless and defend the Agency, its officers, agents, and employees, from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death or damage to property or profits, and liens of workmen and material men (suppliers), however alleged caused, resulting directly or indirectly from, or arising out of the construction, development, operation or use of the Project, breach of this Agreement on the part of the Developer, or the negligent acts or omissions by the Developer or its agents, representatives, officers, employees, or subcontractors in the performance of this Agreement. The Developer does not, however, indemnify the Agency for any losses, damages, injuries, liabilities, or claims arising from the negligence or willful misconduct of the Agency, its officers, agents or employees.
- 5.7 No Agency. No agent, employee, or servant of either Party is or shall be deemed to be an employee, agent, or servant of the other Party. None of the benefits provided by any Party to its employees, including worker’s compensation insurance, health insurance or unemployment insurance, are available to the employees, agents, contractors, or servants of the other Party. The Parties shall be solely and entirely responsible for their respective actions and for the acts of their respective agents, employees, contractors and servants.
- 5.8 No Joint Venture. The Agency and Developer have not formed a joint venture, and the Agency is not responsible for any delinquencies in payments to contractors, debts, liabilities or other instruments associated with the Project, except the obligations under this Agreement. Conversely, the Agency is not entitled to any profits or repayments of the amounts expended, except as provided in this Agreement or in the form of tax increment.
- 5.9 Ethical Standards. The Developer represents that it has not: (1) provided an illegal gift or payoff to any officer or employee of the Agency, or former officer or employee of the Agency, or to any relative or business entity of an officer or employee of the Agency, or relative or business entity of a former officer or employee of the Agency; (2) 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; (3) breached any of the ethical standards set forth in Utah law; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the Agency or former officer or employee of the Agency to breach any of the ethical standards set forth in Utah law or City ordinances.

- 5.10 No Officer or Employee Interest. No officer or employee of the Agency 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 person's 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. If they currently hold such positions, they will disclose their affiliation with the Developer, and will abstain from making any input, recommendation nor decision regarding the Developer.
- 5.11 Compliance with Laws. The Parties each agree that they will comply with all applicable federal, state and local laws, rules and regulations in the performance of their duties under this Agreement.
- 5.12 Non-Discrimination. The Developer, and all persons acting on its behalf, agree that they shall comply with all federal, state and City laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement.
- 5.13 Assignment. The Developer shall not assign or transfer its duties of performance, nor its rights to compensation under this Agreement, without the prior, written consent of the Agency, which shall not be unreasonably withheld. Disapproval shall generally be conditioned upon assignment or transfer of rights to a person or entity lacking the ability or assets necessary to complete the Agreement. If the Agency withholds consent, it shall provide a detailed explanation for the disapproval.
- 5.14 Time. The Parties agree that time is of the essence in the performance of this Agreement and each and every term and provision herein.
- 5.15 Entire Agreement. The Agency and Developer agree that this Agreement constitutes the entire, integrated understanding between the Parties, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Agreement. This Agreement may not be modified, except in writing, signed by the Parties.

5.16 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Utah and the ordinances of Syracuse City. All legal actions shall be maintained in the Second District Court of the State of Utah.

5.17 Miscellaneous.

- A. The recitals and exhibits attached to this Agreement shall be and hereby are incorporated in and are an integral part of this Agreement, by this reference.
- B. This Agreement shall be binding upon, and shall inure to the benefit of the parties to it and their respective successors and assigns.
- C. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severable from the remainder of the Agreement, and such invalidity and unenforceability shall not be construed to have any effect on the remaining provisions of the Agreement.
- D. This Agreement is not intended to, and it shall not be construed to, provide or convey any right or benefit upon any third party.
- E. Each Party shall bear the costs and expenses associated with this Agreement, including legal and consulting fees, as well as the preparation of all documents contemplated by this Agreement.
- F. Except as provided in this Agreement, whenever a period of time is in this Amended Agreement prescribed for action to be taken by a Party, said Party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to a Force Majeure Event. For purposes of this Agreement, "Force Majeure Event" means any act or event, whether foreseen or unforeseen, that meets all three of the following tests:
  - a. The act or event prevents a Party, in whole or in part, from performing its obligations or satisfying any conditions under this Agreement;
  - b. The act or event is beyond the reasonable control of and not primarily the fault of a Party; ~~and~~
  - c. A Party has been unable to avoid or overcome the act or event by the exercise of commercially reasonable due diligence; ~~and~~
  - d. In furtherance of this definition, and not in limitation of such definition, each of the following acts and events is deemed to be a Force Majeure Event: war, flood, lightning, drought, earthquake, fire, volcanic eruption, landslide, cyclone, tornado, explosion, civil disturbance, acts of God or the public enemy, terrorist acts, military action, epidemic, famine or plague, action of a court or public authority, strike, or riot. Notwithstanding the foregoing, a Force Majeure Event shall not include economic hardship, changes in market conditions, insufficiency of revenues or funds, or the financial condition of a Party, or the sale, transfer, liquidation, insolvency, failure, secession, disbandment, dissolution or termination of any person owning any interest in a Party.

(signatures appear on next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement for the 2022 Partial Payment of Impact Fees Related to Café Zupa's restaurant in the Syracuse City Town Center Area of the Syracuse City Redevelopment Agency, as of the day and year recited above.

DEVELOPER:

Café Zupas, L.C., ~~a~~ Utah limited liability company~~Corporation~~

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF UTAH )

) ss.

COUNTY OF DAVIS )

On \_\_\_\_\_, 2022, personally appearing before me \_\_\_\_\_ who being duly sworn did say that he/she is the \_\_\_\_\_ of Café Zupas, L.C., ~~a~~ Utah limited liability company and that said instrument was signed on behalf of said Café Zupas, L.C., in his/her official capacity.

\_\_\_\_\_  
NOTARY PUBLIC

AGENCY:

REDEVELOPMENT AGENCY OF  
SYRACUSE CITY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

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

STATE OF UTAH                    )  
                                                  ) ss.  
COUNTY OF DAVIS            )

On \_\_\_\_\_, 2022, personally appearing before me \_\_\_\_\_  
who being duly sworn did say that he is the \_\_\_\_\_ of REDEVELOPMENT  
AGENCY OF SYRACUSE CITY, and that said instrument was signed on behalf of the  
Redevelopment Agency of Syracuse City, by authority of law.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT A  
LEGAL DESCRIPTIONS OF PARCEL

Parcel 12-643-0002

ALL OF LOT 2, SYRACUSE RETAIL SUBDIVISION.

CONT. 0.80000 ACRES.

EXHIBIT B  
SITE PLAN

## **RESOLUTION RDA R22-03**

### **A RESOLUTION OF THE SYRACUSE CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR TAX INCREMENT FINANCING RELATED TO RESTAURANT CONSTRUCTION IN THE SYRACUSE TOWN CENTER REDEVELOPMENT AREA.**

**WHEREAS**, the Syracuse City Redevelopment Agency (the “Agency”) currently has an active Redevelopment Area called the Syracuse City Town Center Redevelopment Area (the “Area”); and

**WHEREAS**, a restaurant has received site plan approval and has applied for a building permit in Syracuse City, at which time the developer was required to pay impact fees, including a traffic impact fee; and

**WHEREAS**, the Agency board finds that the use of tax increment to cover some of the costs of these traffic impact fees are appropriate due to the value brought to the Area by the restaurant and the increased connectivity that the site will provide; and

**WHEREAS**, the Agency is willing to provide a payment to the developer, as provided in the attached Agreement, upon the building receiving its certificate of occupancy; and

**WHEREAS**, the Agency finds that entering into this Agreement will be in the best interests of the City and the Agency and provide opportunities for growth and development, job creation, and economic prosperity,

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

**Section 1. Authorization.** The Agency authorizes the Executive Director of the Syracuse City Redevelopment Agency to execute the Agreement for 2022 Partial Payment of Impact fees Related to a Café Zupa’s Restaurant in the Syracuse City Town Center Area of the Syracuse City Redevelopment Agency, with Café Zupas, L.C., and to take actions related to the Agency’s obligations under that Agreement.

**Section 2. Agency Payment.** The Agency authorizes the administration, upon evidence that the Developer has met the obligations identified in the Agreement, to issue the amounts established in the Agreement.

**Section 3. Severability.** If any section, part or provision of this Resolution or the program 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 or program shall be severable.

**Section 5. Effective Date.** This effective date of this Resolution is the date of its publication.

**PASSED AND ADOPTED BY THE SYRACUSE CITY REDEVELOPMENT AGENCY,  
SYRACUSE CITY, STATE OF UTAH, THIS \_\_\_\_\_<sup>th</sup> DAY OF \_\_\_\_\_, 2022.**

**SYRACUSE CITY REDEVELOPMENT AGENCY**

ATTEST:

\_\_\_\_\_  
Cassie Z. Brown, MMC  
Secretary

By: \_\_\_\_\_  
David Maughan  
Executive Director

Voting by the Agency:

|         | “AYE” | “NAY” |
|---------|-------|-------|
| Bingham | _____ | _____ |
| Carver  | _____ | _____ |
| Savage  | _____ | _____ |
| Teague  | _____ | _____ |
| Watson  | _____ | _____ |

## **EXHIBIT “A”**

**AGREEMENT FOR 2022 PARTIAL PAYMENT OF IMPACT FEES  
RELATED TO A CAFÉ ZUPA’S RESTAURANT IN THE SYRACUSE CITY  
TOWN CENTER AREA OF THE SYRACUSE CITY REDEVELOPMENT  
AGENCY**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, this Agreement for the 2022 Partial Payment of Impact Fees Related to a Café Zupas Restaurant Within the Syracuse City Town Center Redevelopment Area of the Syracuse City Redevelopment Agency, is made and entered into by and among CAFÉ ZUPAS, L.C., a Utah corporation (the “Developer”), and the REDEVELOPMENT AGENCY OF SYRACUSE CITY, a municipal corporation and political subdivision of the State of Utah (the “Agency”).

The Developer and Agency are sometimes referred to individually in this Amendment as a “Party” and collectively as the “Parties.”

**RECITALS**

- A. The Agency has previously established a redevelopment area at Town Center where 2000 West intersects with Antelope Drive (the “RDA Area”).
- B. Developer has received site plan approval to engage in commercial development on a parcel within the RDA Area (the “Project”) by constructing a Café Zupas Restaurant and has requested Agency assistance due to amount of impact fees for which the Developer is responsible (the “Improvements”).
- C. The Agency considers the proposed commercial development and the improvements to the area’s circulation to be a benefit to the RDA Area and Syracuse City generally, in addition to immediate benefits to the Developer’s project, due to increased cross-access between commercial uses.

NOW THEREFORE, in consideration of the covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

**ARTICLE I**

**DEVELOPER’S PROJECT**

- 1.1 Property Affected by Agreement. This Agreement relates to specific improvements that will be located on the following property (the “Parcel”), the legal description of which is

attached as Exhibit A, and incorporated into this Agreement by reference: Davis County Parcel 12-643-0002, owned by Syracuse Antelope, LLC et al.

- 1.2     Site Plans. The Developer has received site plan approval for the attached Site Plans, as attached as Exhibit B and incorporated into this Agreement by reference. This Agreement does not constitute any separate approvals of the site plan, authorize any deviation from city code or vest Developer with any rights to develop contrary to applicable zoning, ordinances, building codes, laws or regulations. If there is a conflict between the Site Plan and ordinance, law or regulation, then the ordinance, law or regulation will apply to the Project.

## ARTICLE II

### DEVELOPER'S OBLIGATIONS

The Developer agrees to the following:

- 2.1     Construction of Restaurant and Installation of Improvements. By June 30, 2023, the Developer shall construct the restaurant and all associated improvements for the site in accordance with the Site Plan shown in Exhibit B. The development shall be installed in accordance with applicable laws and regulations.
- 2.2     Access to Public. The Developer is obligated under private agreements to provide cross-access to customers, employees and owners of abutting parcels. While the public will be permitted to access those areas pursuant to that agreement, this Agreement does not restrict the Developer's or a subsequent owner of this parcel from restricting public access as necessary for their business purposes.
- 2.3     Payment of Fees. The Developer shall pay all taxes and fees owed on the property, including site plan fees, inspection fees, impact fees or other fees generally applicable to development in Syracuse City. Developer shall pay all necessary fees assessed by Syracuse City and other government entities which are required to begin construction of the Improvements. This Agreement does not waive any applicable development fees or obligate the Agency to pay them.
- 2.4     Obtaining Permits. The Developer shall have the sole responsibility to obtain all necessary permits and approvals to construct the improvements and shall make application for such permits and approvals directly to Syracuse City and other appropriate agencies and departments. This Agreement does not waive any requirements associated with permit applications, including inspection or fee requirements.

- 2.5     Payment of Ad Valorem Taxes. The Developer shall ensure the timely payment of all real and personal property taxes for the Parcel for 2022. Subject to the Developer's right to protest or appeal as provided below, for each tax increment year, all Ad Valorem Taxes and assessments levied or imposed on the Project, any of the improvements, and any personal property on site shall be paid annually by the Developer or current owner before the delinquency date which is currently set by Utah Code § 59-2-1331 as November 30. The Developer shall have the right to protest or appeal the amount of the Assessed Taxable Value and taxes levied against the Project by the County Assessor, State Tax Commission or any lawful entity authorized by law to determine the Ad Valorem Taxes against the Project, the improvements, personal property at the Site, or any portion thereof in the same manner as any other taxpayer as provided by law.

## ARTICLE III

### AGENCY OBLIGATIONS

- 3.1     Reimbursement for Impact Fees. The Agency agrees to reimburse the Developer thirty-thousand dollars (\$30,000.00), to offset some of the transportation impact fees that the Developer paid in connection with the building permit issued for this Development. The Agency deems this an appropriate use of RDA funds due to the general improvement in circulation that the Project will bring to the RDA area, as well as an inducement to locate a high-quality restaurant to the Town Center.
- 3.2     Eligible for RDA Funds. The Parties agree that this Project is a retail facility that has a gross sales floor area of no more than 20,000 square feet, and that the development is limited to the boundaries of the Project, thereby making this development eligible for an incentive payment from the RDA under Utah Code Ann. § 11-41-103(2)(c).
- 3.3     Conditions Precedent for Reimbursement. The Agency's payment of reimbursement is expressly conditioned upon the following having occurred and presently applicable at the time of the payment request:
- 3.3.1     Developer has substantially completed construction of the restaurant and obtained a certificate of occupancy prior to June 30, 2023; and
- 3.3.2     Developer's parcel identified in Section 1.1 is not identified as delinquent in Davis County records as it relates to tax obligations.
- 3.4     Timing of Payment. The Developer may tender an invoice when the conditions established in Section 3.3 are met. Upon the receipt of the invoice from the Developer and a verification of their eligibility for payment, the Agency shall tender payment to the Developer within twenty-one (21) days. Requests for more information or documents shall be conveyed to the Developer within seven (7) business days of receipt of the invoice, and Developer shall have seven (7) business days to produce such information. In such cases,

the deadline to tender payment shall be extended by the number of days between the request for more information and the Developer's production of that information.

## ARTICLE IV

### REMEDIES

- 4.1 Default Due to Lack of Improvement Construction. If the Developer fails to complete construction of the Project by the date indicated in Section 2.1, then this Agreement will be terminated. Termination of the Agreement due to failure to construct the Project within the timeframe established in Section 2.1 shall relieve the City of any obligation to pay amounts which have not yet been tendered to the Developer.
- 4.2 Default Generally. If either Party is in breach of any other substantial obligation under this Agreement, the breaching Party shall, upon written notice from the non-breaching Party, proceed immediately to cure or remedy such default or breach, and in any event, do so within thirty (30) calendar days after receipt of such notice or if such default or failure is of a type that cannot reasonably be cured within such thirty (30) calendar day period, within ninety (90) days, provided that such cure is commenced within the thirty (30) day period and diligently pursued to completion. The Parties may agree to a longer period to cure, in writing. If action is not taken, or diligently pursued, or the breach is not cured or remedied as provided in this Article, the non-breaching Party may institute such proceedings as may be necessary or desirable, at its option, to cure or remedy such default. This includes, but is not limited to, proceedings to compel specific performance by the Party in default, termination of the Agreement, an action as allowed by law or equity, or as provided in this Agreement.
- 4.3 Delay. 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.
- 4.4 Remedies Cumulative/Non-Waiver. The rights and remedies of the Parties of this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times. No waiver made by any Party regarding the performance, or manner or time thereof, or any obligation of the other Party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the Party making the waiver with respect to the particular obligation of the other Party, beyond those expressly waived.

## ARTICLE V

### OTHER PROVISIONS

5.1     Term. The term of this Agreement shall commence upon the execution by both Parties and shall continue until the earliest of the following:

1. The acceptance of payment from the Agency following issuance of a certificate of occupancy for the restaurant contemplated by the Site Plan (Exhibit B);
2. The mutual termination of the Agreement by the Parties; or
3. The termination of the Agreement as provided in Section 5.2.

5.2     Termination. This Agreement may be terminated:

1. By the Developer at any time prior to the issuance of any payments by the City, by delivering written notification of the termination;
2. By mutual, written agreement by the Parties on the terms indicated in the written termination; or
3. By the non-defaulting Party, after notice has been provided pursuant to Sections 4.1, 4.2 or 4.3 of this Agreement.

5.3     Notices. If notice is required by any of the provisions of this Agreement, then it shall be accomplished and deemed given upon personal or hand-delivery, confirmed facsimile transmission, e-mail, or upon the third business day following the day sent, if sent postage prepaid by certified or registered mail, return receipt requested, to the Parties at the following addresses:

AGENCY:                      Attn: City Manager  
                                        Redevelopment Agency of Syracuse City  
                                        1979 West 1900 South  
                                        Syracuse, UT 84075  
                                        Fax: (801) 825-3001  
                                        Email: [bbovero@syracuseut.com](mailto:bbovero@syracuseut.com)

DEVELOPER:                Attn: Edgar Cepuritis, VP - Development  
                                        Café Zupas  
                                        460 Universal Circle  
                                        Sandy, Utah 84070  
                                        (312) 208-2887  
                                        Email: [ecipuritis@cafezupas.com](mailto:ecipuritis@cafezupas.com)

5.4     Government Records. This Agreement and all documents referenced in this Agreement, along with all other records provided to the Agency in consideration of or in compliance with this Agreement, are subject to the provisions of the Utah Government Records Access and Management Act.

- 5.5 Governmental Immunity. The Developer acknowledges that the Agency is a body Corporate and politic of the state of Utah, subject to the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101 et seq. (the “Act”), and the Developer acknowledges and agrees that nothing contained in this Agreement shall be construed in any way to modify the limits of liability set forth in the Act or the basis for liability as established in the Act.
- 5.6 Indemnity. The Developer agrees to indemnify, hold harmless and defend the Agency, its officers, agents, and employees, from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death or damage to property or profits, and liens of workmen and material men (suppliers), however alleged caused, resulting directly or indirectly from, or arising out of the construction, development, operation or use of the Project, breach of this Agreement on the part of the Developer, or the negligent acts or omissions by the Developer or its agents, representatives, officers, employees, or subcontractors in the performance of this Agreement. The Developer does not, however, indemnify the Agency for any losses, damages, injuries, liabilities, or claims arising from the negligence or willful misconduct of the Agency, its officers, agents or employees.
- 5.7 No Agency. No agent, employee, or servant of either Party is or shall be deemed to be an employee, agent, or servant of the other Party. None of the benefits provided by any Party to its employees, including worker’s compensation insurance, health insurance or unemployment insurance, are available to the employees, agents, contractors, or servants of the other Party. The Parties shall be solely and entirely responsible for their respective actions and for the acts of their respective agents, employees, contractors and servants.
- 5.8 No Joint Venture. The Agency and Developer have not formed a joint venture, and the Agency is not responsible for any delinquencies in payments to contractors, debts, liabilities or other instruments associated with the Project, except the obligations under this Agreement. Conversely, the Agency is not entitled to any profits or repayments of the amounts expended, except as provided in this Agreement or in the form of tax increment.
- 5.9 Ethical Standards. The Developer represents that it has not: (1) provided an illegal gift or payoff to any officer or employee of the Agency, or former officer or employee of the Agency, or to any relative or business entity of an officer or employee of the Agency, or relative or business entity of a former officer or employee of the Agency; (2) 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; (3) breached any of the ethical standards set forth in Utah law; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the Agency or former officer or employee of the Agency to breach any of the ethical standards set forth in Utah law or City ordinances.

- 5.10 No Officer or Employee Interest. No officer or employee of the Agency 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 person's 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. If they currently hold such positions, they will disclose their affiliation with the Developer, and will abstain from making any input, recommendation nor decision regarding the Developer.
- 5.11 Compliance with Laws. The Parties each agree that they will comply with all applicable federal, state and local laws, rules and regulations in the performance of their duties under this Agreement.
- 5.12 Non-Discrimination. The Developer, and all persons acting on its behalf, agree that they shall comply with all federal, state and City laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement.
- 5.13 Assignment. The Developer shall not assign or transfer its duties of performance, nor its rights to compensation under this Agreement, without the prior, written consent of the Agency, which shall not be unreasonably withheld. Disapproval shall generally be conditioned upon assignment or transfer of rights to a person or entity lacking the ability or assets necessary to complete the Agreement. If the Agency withholds consent, it shall provide a detailed explanation for the disapproval.
- 5.14 Time. The Parties agree that time is of the essence in the performance of this Agreement and each and every term and provision herein.
- 5.15 Entire Agreement. The Agency and Developer agree that this Agreement constitutes the entire, integrated understanding between the Parties, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Agreement. This Agreement may not be modified, except in writing, signed by the Parties.
- 5.16 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Utah and the ordinances of Syracuse City. All legal actions shall be maintained in the Second District Court of the State of Utah.
- 5.17 Miscellaneous.

- A. The recitals and exhibits attached to this Agreement shall be and hereby are incorporated in and are an integral part of this Agreement, by this reference.
- B. This Agreement shall be binding upon, and shall inure to the benefit of the parties to it and their respective successors and assigns.
- C. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severable from the remainder of the Agreement, and such invalidity and unenforceability shall not be construed to have any effect on the remaining provisions of the Agreement.
- D. This Agreement is not intended to, and it shall not be construed to, provide or convey any right or benefit upon any third party.
- E. Each Party shall bear the costs and expenses associated with this Agreement, including legal and consulting fees, as well as the preparation of all documents contemplated by this Agreement.
- F. Except as provided in this Agreement, whenever a period of time is in this Amended Agreement prescribed for action to be taken by a Party, said Party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to a Force Majeure Event. For purposes of this Agreement, "Force Majeure Event" means any act or event, whether foreseen or unforeseen, that meets all three of the following tests:
  - a. The act or event prevents a Party, in whole or in part, from performing its obligations or satisfying any conditions under this Agreement;
  - b. The act or event is beyond the reasonable control of and not primarily the fault of a Party; and
  - c. A Party has been unable to avoid or overcome the act or event by the exercise of commercially reasonable due diligence.
  - d. In furtherance of this definition, and not in limitation of such definition, each of the following acts and events is deemed to be a Force Majeure Event: war, flood, lightning, drought, earthquake, fire, volcanic eruption, landslide, cyclone, tornado, explosion, civil disturbance, acts of God or the public enemy, terrorist acts, military action, epidemic, famine or plague, action of a court or public authority, strike, or riot. Notwithstanding the foregoing, a Force Majeure Event shall not include economic hardship, changes in market conditions, insufficiency of revenues or funds, or the financial condition of a Party, or the sale, transfer, liquidation, insolvency, failure, secession, disbandment, dissolution or termination of any person owning any interest in a Party.

(signatures appear on next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement for the 2022 Partial Payment of Impact Fees Related to Café Zupa’s restaurant in the Syracuse City Town Center Area of the Syracuse City Redevelopment Agency, as of the day and year recited above.

DEVELOPER:

Café Zupas, L.C., A Utah Corporation

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF UTAH                    )  
                                                  ) ss.  
COUNTY OF DAVIS            )

On \_\_\_\_\_, 2022, personally appearing before me \_\_\_\_\_ who being duly sworn did say that he/she is the \_\_\_\_\_ of Café Zupas, L.C., and that said instrument was signed on behalf of said Café Zupas, L.C., in his/her official capacity.

\_\_\_\_\_

NOTARY PUBLIC

AGENCY:

REDEVELOPMENT AGENCY OF  
SYRACUSE CITY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

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

STATE OF UTAH                    )  
                                                  ) ss.  
COUNTY OF DAVIS            )

On \_\_\_\_\_, 2022, personally appearing before me \_\_\_\_\_  
who being duly sworn did say that he is the \_\_\_\_\_ of REDEVELOPMENT  
AGENCY OF SYRACUSE CITY, and that said instrument was signed on behalf of the  
Redevelopment Agency of Syracuse City, by authority of law.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT A  
LEGAL DESCRIPTIONS OF PARCEL

Parcel 12-643-0002

ALL OF LOT 2, SYRACUSE RETAIL SUBDIVISION.

CONT. 0.80000 ACRES.

SYRACUSE, UTAH  
1979 West 1900 South  
Syracuse, Utah 8407  
(801) 878-4536



DESIGN & ART REVIEW



Café Zupas  
Brandon Pfunder  
Edgar Cepuritis  
Travis Larsen  
460 West Universal Cir  
Sandy, Utah 84070  
(801) 878-4536



Tartan Realty Group, Inc.  
Chris George  
350 West Hubbard, Suite 640  
Chicago, Illinois 60654  
847-372-2586



Babcock Design  
David Plastow  
52 Exchange Place  
Salt Lake City, Utah 84111  
(801) 531-1144

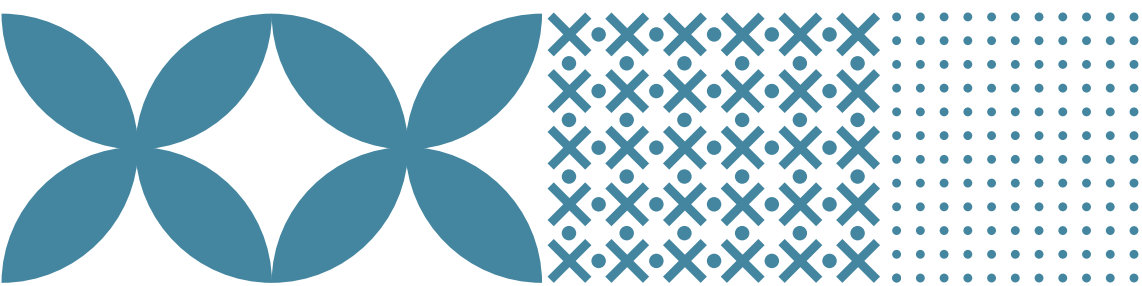


Anderson Wahlen & Associates  
Eric Malmberg/Justin Goodrich  
2010 North Redwood Road  
Salt Lake City, Utah 84116  
(801) 521-8529  
(801) 410-8500



# TABLE OF CONTENTS

| ITEM DESCRIPTION                        | PAGE NUMBER(S) |
|-----------------------------------------|----------------|
| City of Nampa Applications              | 1              |
| Location Maps                           | 2-3            |
| Site Improvement Plan Conceptual Design | 4              |
| Site Plan                               | 5              |
| Building Elevations                     | 6-8            |
| Mural Specifications                    | 9              |
| Café Zupas Narrative                    | 10-11          |
| Proposed Timeline                       | 12             |
| Mural Specifications                    | 13-15          |
| Exterior Sign Specs                     | 16-17          |
| Colors & Materials                      | 18             |
| Project Renderings                      | 19-21          |
| Landscaping & Grading                   | 22-24          |
| Utilities                               | 25-26          |
| Exterior Lighting Specifications        | 27-30          |





## Site Plan Application

Syracuse City Community Development

1979 West 1900 South, Syracuse, UT 84075

Phone: (801) 825-1477 ext 4

Website: [www.syracuseut.com](http://www.syracuseut.com)

Fax: (801) 614-9626

Email: [planning@syracuseut.com](mailto:planning@syracuseut.com)

Updated 7/18/17

| Project Information                                                  |                |                |                                                                      |                |        |
|----------------------------------------------------------------------|----------------|----------------|----------------------------------------------------------------------|----------------|--------|
| Project Name:                                                        |                | Property Zone: | Parcel Identification No.:                                           |                | Acres: |
| Address:                                                             |                |                | Description of Use:                                                  |                |        |
| Property Owner(s) Information                                        |                |                |                                                                      |                |        |
| Name:                                                                |                |                | Name:                                                                |                |        |
| Address:                                                             |                |                | Address:                                                             |                |        |
| City:                                                                | State:         | ZIP:           | City:                                                                | State:         | ZIP:   |
| Phone: <input type="checkbox"/> Cell <input type="checkbox"/> Office | Email Address: |                | Phone: <input type="checkbox"/> Cell <input type="checkbox"/> Office | Email Address: |        |
| Primary Contact/Representative Information                           |                |                |                                                                      |                |        |
| Name:                                                                |                |                |                                                                      |                |        |
| Address:                                                             |                |                | City:                                                                | State:         | ZIP:   |
| Office Phone:                                                        |                | Cell Phone:    | Email Address:                                                       |                |        |

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

I read the Syracuse Land Use Ordinance and understand that submitting this application does not guarantee approval and is subject to the discretion of the City Land Use Authority and with all requirements of Syracuse City's Municipal Code. I hereby accept responsibility for meeting all requirements outlined herein, including payment of all fees and attending City Land Use Authority meetings as notified by the Community Development Department, and understand that failure to do so may result in postponement of action by said Authority. I also understand that approval shall not relieve me of the responsibility to comply with applicable local and State zoning, health, building, or fire regulations and that approval by City Council shall be valid for a period of twelve months.

  
Applicant Signature

April 30, 2022

Date

  
Property Owner Signature

5/2/2022  
Date

| FOR OFFICE USE ONLY                                                                                                    |              |           |                                                                       |                       |                       |
|------------------------------------------------------------------------------------------------------------------------|--------------|-----------|-----------------------------------------------------------------------|-----------------------|-----------------------|
| Date Received and Paid:                                                                                                | Received by: | Receipt # | Application and Noticing Fees:                                        |                       |                       |
|                                                                                                                        |              |           | 0-5 acres                                                             | \$ 575 + \$ 55/acre   | CUP \$850 + \$55/acre |
|                                                                                                                        |              |           | 5.01-10 acres                                                         | \$1,585 + \$ 173/acre | Res. \$750 + 1% bond  |
|                                                                                                                        |              |           | 10.01-15 acres                                                        | \$2,450 + \$144/acre  | Multi.                |
|                                                                                                                        |              |           | 15.01-20 acres                                                        | \$3,170 + \$115/acre  |                       |
|                                                                                                                        |              |           | >20 acres                                                             | \$3,745 + \$100/acre  |                       |
| Payment Type: <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> Check# _____ |              |           | Revised Plan \$ 250 + \$ 50/acre or \$35 nonconforming use/lot review |                       |                       |
| Land Use Authority Date:                                                                                               |              |           | Minor Site Plan Amendment \$100                                       |                       |                       |
| City Council Decision Date:                                                                                            |              |           | \$ 20 per Public Notice Sign _____ Signe \$ _____                     |                       |                       |
| Building Official Review Date:                                                                                         |              |           | \$100 Noticing _____ \$ _____                                         |                       |                       |
| Fire Official Review Date:                                                                                             |              |           | Total \$ _____                                                        |                       |                       |

## Guidelines and Checklist

**DISCLAIMER:** The City is providing the following information as a service to those wishing to apply for site plan approval within Syracuse City limits. No one shall consider this form as comprehensive in representing the obligations of the applicant. In the event of a conflict or discrepancy between this document and City Ordinances or State or Building Codes, the more strict rules shall apply.

### Applicant to read and check each box to acknowledge all requirements

The Syracuse Community Development Department encourages applicants to contact City staff for assistance in addressing and understanding all requirements for any site plan. This form includes all necessary information for filing a complete application that will allow the City to process and review it in the timeliest manner possible. City staff will not accept incomplete applications. In order for staff to process an application, it must include the following materials at the time of submission:

- ☐ Completed and signed Site Plan Application
- ☐ Application and noticing fee payment per the current Syracuse City Fee Schedule
- ☐ One 11"x17" plan, three 24"x36" plans, and .pdf electronic copy on CD

Plan Submission Package must include the following sheets:

- ☐ Cover sheet. On this sheet please include the following:
  - A title block identifying name, address, and phone number of applicant, owner, designer, engineer, and any other professionals who contributed to the production of the plans and drawings. Please also include the project name, site address, general vicinity map, and parcel # of the proposed project. The plans and drawings date of preparation and revision dates. Please include a phasing and sheet numbering diagram if applicable.
- ☐ Detailed boundary survey sheet, drawn to scale, showing the following information:
  - Existing streets, curb, gutter, sidewalk, property lines, easements, adjacent property owners, structures, fencing, trees, and shrubbery, parking, driveways, and hard surfaces.
- ☐ Site Plan drawn to scale showing the following information:
  - Proposed and existing structures, property lines, streets, parking stalls and paved areas, driveways, loading facilities, sidewalk, curb, gutter, refuse containers, signs, building lights, and pole lights.
  - Data table showing parcel size, building size, landscaping percentage, parking areas and percentages, and number of parking stalls required and provided.
  - Sheet must be stamped by a professional engineer, architect or landscape architect.
- ☐ Grading and Utilities Plan drawn to scale showing the following information:
  - Location and size of existing or proposed utilities such as storm water, fire hydrants, water, sewer, electrical, gas, etc.
  - Detailed grading plan including at least 2 foot contours.
  - Sheet must be stamped by a professional engineer or landscape architect.
- ☐ Landscape Plan drawn to scale showing the following information:
  - Proposed landscaping including identification of plant species and fencing, location of secondary water connection, signs, and exterior lighting. Please draw vegetation at mature size.
  - Sheet must be stamped by a professional landscape architect.
- ☐ Floor Plans and Elevations drawn to scale
  - Floor plans to specify finished square footage and location of interior walls, stairs, windows, and entrances.
  - Elevations must specify exterior finishes and color.
  - Elevations must be rendered and printed in color.
  - Sheet must be stamped by a professional architect.
- ☐ Material Sample Board
  - Finish material glued to a sturdy board.

**Site plan approval is dependent upon meeting all requirements found in Syracuse City ordinances including but not limited to:**

- 10-4-090: Site Plan Review
- Title 10: Individual Zone requirements
- 10-28: Architectural Review Committee and Design Standards
- 10-6: General Land Use Regulations
- 10-8: Off Street Parking

**\*Site plan request will be scheduled with Planning Commission once all redlines have been corrected and updated plans have been submitted.**

Should you have any questions regarding the application materials, process, or laws and ordinances governing the site plan process, please feel free to contact the Community Development Department at 801-825-1477 ext 4. You may access the Syracuse City Municipal Code and Fee Schedule on the internet at [www.syracuseut.com](http://www.syracuseut.com)

# SYRACUSE RETAIL SUBDIVISION

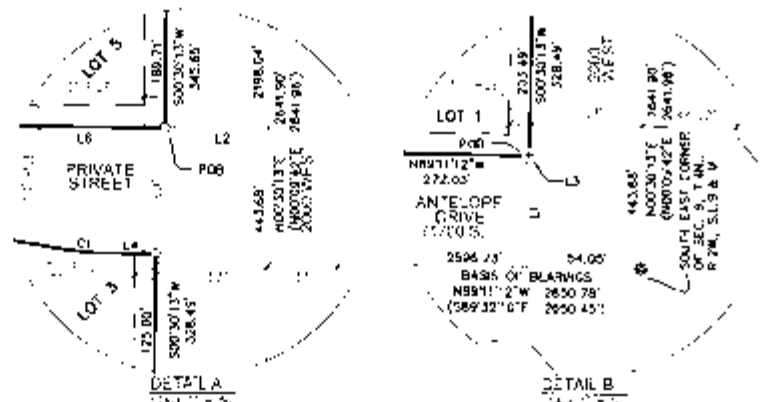
A SUBDIVISION OF LOTS 4 AND 5 OF THE SYRACUSE  
WAL-MART SUBDIVISION

A PART OF THE SOUTH EAST OF SECTION 9,  
TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.&M., CITY  
OF SYRACUSE, COUNTY OF DAVIS, STATE OF UTAH  
APRIL 2008

CENTER OF SEC. 9, T.4N.,  
R.2W., S.L.B.&M., FND 3"  
BRASS CAP FLUSH WITH  
SURFACE

S89°25'21"E 2650.71' (S89°46'19"E 2650.49')

EAST QUARTER OF SEC. 9, T.4N., R.2W.,  
S.L.B.&M., FND 3" BRASS CAP 0.7'  
BELOW SURFACE: COULD NOT READ  
UTAH COORDINATE SYSTEM NAD 83 (1994)  
UTAH CENTRAL ZONE - 4302, U.S. SURVEY FEET  
N: 3559348.673  
E: 1484808.818  
ELEV: 4297.07  
CONVERGENCE: -00°22'20.12665"  
SCALE FACTOR: 0.999960452  
COMBINED FACTOR: 0.999757481



| SYMBOL | DESCRIPTION             |
|--------|-------------------------|
| —      | SECTION LINE            |
| —      | ADJACENT PROPERTY LINES |
| —      | PRIORITY LINES          |
| —      | PROPOSED LOT LINES      |
| —      | EASEMENT AS NOTED       |
| —      | RIGHT OF WAY LINE       |

## LEGEND:

- SEE REBAR AND CAP MARKED "PLS 27-154"
- NO GOVERNMENT MONUMENT AS NOTED
- NO MONUMENT UNLESS OTHERWISE NOTED
- CENTERLINE
- SECTION LINE
- ADJACENT PROPERTY LINES
- PRIORITY LINES
- PROPOSED LOT LINES
- EASEMENT AS NOTED
- RIGHT OF WAY LINE

## NARRATIVE

THIS SUBDIVISION WAS SURVEYED BY THE SURVEYOR AND THE DATA WAS COLLECTED BY THE SURVEYOR AND THE DATA WAS COLLECTED BY THE SURVEYOR AND THE DATA WAS COLLECTED BY THE SURVEYOR.

## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE UTAH COORDINATE SYSTEM NAD 83 (1994) AND THE BASIS OF BEARINGS FOR THIS SURVEY IS THE UTAH COORDINATE SYSTEM NAD 83 (1994).

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE UTAH COORDINATE SYSTEM NAD 83 (1994) AND THE BASIS OF BEARINGS FOR THIS SURVEY IS THE UTAH COORDINATE SYSTEM NAD 83 (1994).

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE UTAH COORDINATE SYSTEM NAD 83 (1994) AND THE BASIS OF BEARINGS FOR THIS SURVEY IS THE UTAH COORDINATE SYSTEM NAD 83 (1994).

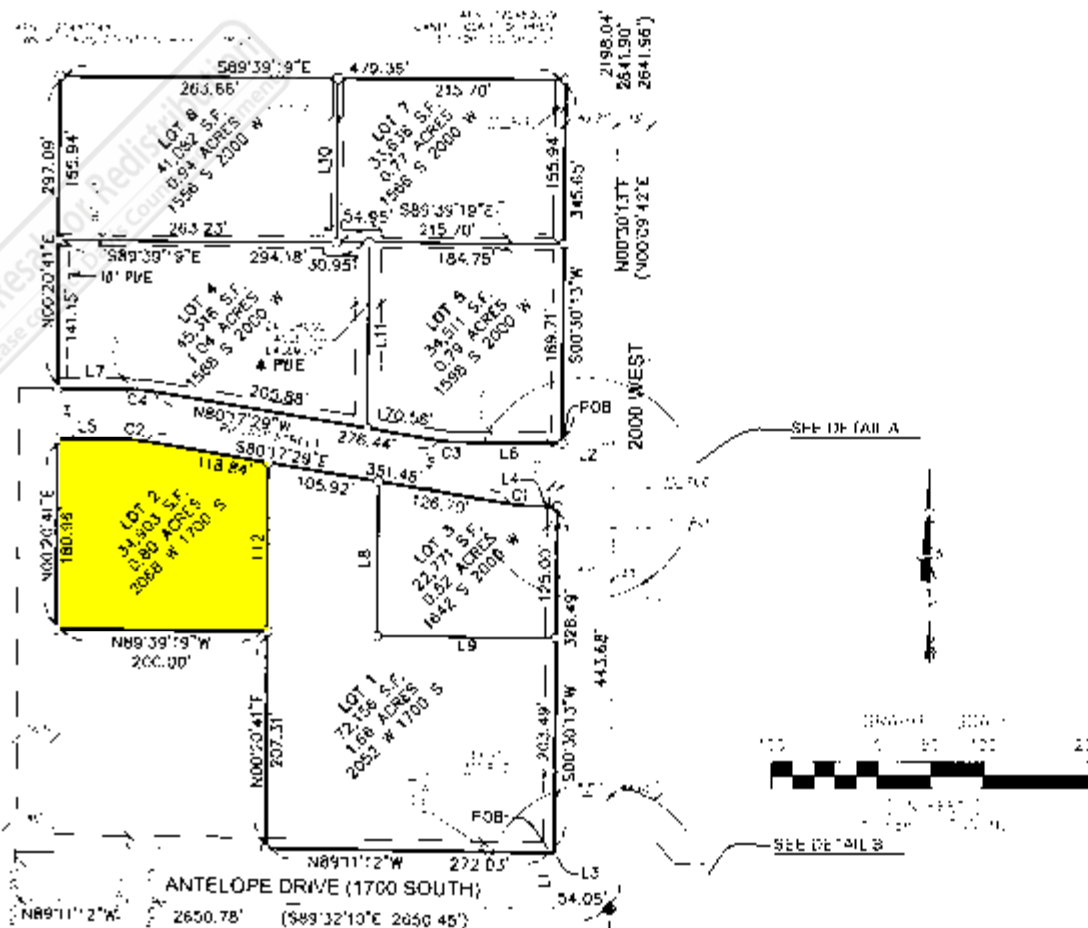
## NOTES

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE UTAH COORDINATE SYSTEM NAD 83 (1994) AND THE BASIS OF BEARINGS FOR THIS SURVEY IS THE UTAH COORDINATE SYSTEM NAD 83 (1994).

2550 WEST  
2650.99' (N00°09'37"E 2651.00')  
2650.99' (N00°09'37"E 2651.00')

SOUTH QUARTER OF SEC. 9, T.4N., R.2W.,  
S.L.B.&M., FND 3" BRASS CAP  
0.7' BELOW SURFACE: COULD NOT READ  
UTAH COORDINATE SYSTEM NAD 83 (1994)  
UTAH CENTRAL ZONE - 4302, U.S. SURVEY FEET  
N: 3556745.126  
E: 1487135.742  
ELEV: 4269.07  
CONVERGENCE: -00°22'42.99590"  
SCALE FACTOR: 0.999960797  
COMBINED FACTOR: 0.999759169

2396.73'  
BASIS OF BEARINGS



RECOMMENDED FOR APPROVAL

DATE: 07/11/08  
BY: [Signature]

RECOMMENDED FOR APPROVAL

DATE: 07/11/08  
BY: [Signature]

CITY COUNCIL APPROVAL

DATE: 07/11/08  
BY: [Signature]

DAVIS COUNTY RECORDER

DATE: 07/11/08  
BY: [Signature]

## SURVEYOR'S OPINION

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SUBDIVISION AND HAS FOUND THAT THE SUBDIVISION IS IN ACCORDANCE WITH THE UTAH SUBDIVISION ACT AND THE UTAH COORDINATE SYSTEM NAD 83 (1994).

DATE: 07/11/08  
BY: [Signature]

## LEGAL DESCRIPTION

THE SUBDIVISION IS A PART OF THE SOUTH EAST OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.&M., CITY OF SYRACUSE, COUNTY OF DAVIS, STATE OF UTAH.

THE SUBDIVISION IS A PART OF THE SOUTH EAST OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.&M., CITY OF SYRACUSE, COUNTY OF DAVIS, STATE OF UTAH.

## OWNER'S DEDICATION

THE SUBDIVISION IS A PART OF THE SOUTH EAST OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.&M., CITY OF SYRACUSE, COUNTY OF DAVIS, STATE OF UTAH.

THE SUBDIVISION IS A PART OF THE SOUTH EAST OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.&M., CITY OF SYRACUSE, COUNTY OF DAVIS, STATE OF UTAH.

THE SUBDIVISION IS A PART OF THE SOUTH EAST OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.&M., CITY OF SYRACUSE, COUNTY OF DAVIS, STATE OF UTAH.

THE SUBDIVISION IS A PART OF THE SOUTH EAST OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.&M., CITY OF SYRACUSE, COUNTY OF DAVIS, STATE OF UTAH.

THE SUBDIVISION IS A PART OF THE SOUTH EAST OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.&M., CITY OF SYRACUSE, COUNTY OF DAVIS, STATE OF UTAH.

THE SUBDIVISION IS A PART OF THE SOUTH EAST OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.&M., CITY OF SYRACUSE, COUNTY OF DAVIS, STATE OF UTAH.

THE SUBDIVISION IS A PART OF THE SOUTH EAST OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.&M., CITY OF SYRACUSE, COUNTY OF DAVIS, STATE OF UTAH.

THE SUBDIVISION IS A PART OF THE SOUTH EAST OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.&M., CITY OF SYRACUSE, COUNTY OF DAVIS, STATE OF UTAH.

THE SUBDIVISION IS A PART OF THE SOUTH EAST OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.&M., CITY OF SYRACUSE, COUNTY OF DAVIS, STATE OF UTAH.

THE SUBDIVISION IS A PART OF THE SOUTH EAST OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.&M., CITY OF SYRACUSE, COUNTY OF DAVIS, STATE OF UTAH.

THE SUBDIVISION IS A PART OF THE SOUTH EAST OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.&M., CITY OF SYRACUSE, COUNTY OF DAVIS, STATE OF UTAH.

THE SUBDIVISION IS A PART OF THE SOUTH EAST OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.&M., CITY OF SYRACUSE, COUNTY OF DAVIS, STATE OF UTAH.

THE SUBDIVISION IS A PART OF THE SOUTH EAST OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.&M., CITY OF SYRACUSE, COUNTY OF DAVIS, STATE OF UTAH.

THE SUBDIVISION IS A PART OF THE SOUTH EAST OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.&M., CITY OF SYRACUSE, COUNTY OF DAVIS, STATE OF UTAH.

THE SUBDIVISION IS A PART OF THE SOUTH EAST OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.&M., CITY OF SYRACUSE, COUNTY OF DAVIS, STATE OF UTAH.



SHEET 1 OF 1

PROJECT: SYRACUSE RETAIL SUBDIVISION  
DATE: 07/11/08



SITE IMPROVEMENT PLAN



CONCEPTUAL DESIGN

Shopping Center Access Road

Shopping Center Access Road

**Site Data**  
Site Area = 34,894.717 s.f. (0.80 ac.)  
Landscape Area Provided = 5,073 s.f. (15%)  
Impervious Area Provided = 26,198 s.f. (75%)  
Building Area = 3,624 s.f. (10%)  
Parking Required = 15/1000 s.f. of Dining Area  
Dining Area = 1,387 s.f.  
Stall Count = 20 stalls  
Parking Provided = 27 stalls (20/1,000)  
All of Lot 2 of Syracuse Retail Subdivision

Scale: 1" = 10'



**Site Construction Notes**

1. Const. 18" Curb & Gutter
2. Const. Light Duty Asphalt Paving
3. Const. Conc. Sidewalk
4. Const. Thickened Edge Sidewalk
5. Const. Accessible Striping per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes)
6. Const. Accessible Ramp per ICC/ANSI A117.1 (Latest Edition) (See Grading Detail Sheets)
7. Const. Accessible Sign per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes)
8. Const. Accessible VAN Sign per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes)
9. Const. 4" White Paint Stripe (Typ.) Contractor shall provide 15 mils min. Dry Thickness (Two Coats)
10. Const. Conc. Paving
11. Sawcut; Provide Smooth Clean Edge
12. Dumpster Enclosure (See Arch. Plans)
13. Const. Directional Arrows per MUTCD
14. Conn. & Match Existing Improvements
15. Const. Landscape Area (Coordinate w/ Landscape Plan)
16. Const. Bike Rack 2 Spaces
17. Order Board and Intercom Equipment (See Arch. Plans)
18. Const. 7.0' Wide Conc. Pedestrian Walkway, Striping @ 24" O.C. Contractor shall provide 15 mils min. Dry Thickness (Two Coats)
19. Const. Heavy Duty Asphalt Paving
20. Const. 4" White Paint Drive Thru Dashed Striping, Contractor shall provide 15 mils min. Dry Thickness (Two Coats)
21. Const. 24" Conc. Waterway
22. Const. Transformer Pad (See Site Electrical)
23. Const. Stop Sign per MUTCD R1-1
24. Const. 24" White Stop Bar
25. Const. 8" White Paint Stripes Offset 5.0' for Pedestrian Crossing; Contractor shall provide 15 mils min. Dry Thickness (Two Coats)

**Hatch Legend**

- Light Duty Asphalt Paving
- Heavy Duty Asphalt Paving
- Existing Asphalt Paving
- Light Duty Concrete Paving
- Existing Concrete Paving
- Building Interior

**General Site Notes:**

1. All dimensions are to back of curb unless otherwise noted.
2. Fire lane markings and signs to be installed as directed by the Fire Marshal.
3. Aisle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
4. Const. curb transition at all points where curb abuts sidewalk, see detail.
5. Contractor shall place asphalt paving in the direction of vehicle travel where possible.
6. Limits of demolition/disturbed areas shown on the plans may not be an exact depiction. It is the contractor's responsibility to determine the means and methods of how the work will be completed. The contractor shall determine the area of construction impact. The contractor is responsible to restore all impacted areas and all restoration shall be part of the contract bid.

**Construction Survey Note:**

The Construction Survey Layout for this project will be provided by Anderson Wahlen & Associates. The Layout Proposal and Professional Services Agreement will be provided to the General Contractor(s) for inclusion in base bids. The Survey Layout proposal has been broken out into Building Costs and Site Costs for use in the Site Work Bid Form.

**PRIVATE ENGINEER'S NOTICE TO CONTRACTORS**  
The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.

**Cafe Zupas**  
3,624 s.f.  
FF=4286.50

**ANDERSON WAHLEN & ASSOCIATES**  
2010 North Redwood Road, Salt Lake City, Utah 84116  
(801) 321-6539 - [awh@andersonwahlen.com](mailto:awh@andersonwahlen.com)

**Site Plan**  
**Cafe Zupas Syracuse**  
2068 West 1700 South  
Syracuse, UT 84075



20 May, 2022

SHEET NO.

**C1.1**

## MATERIALS AND COLORS

- A PAINTED STUCCO:**  
 FINISH: FREESTYLE  
 MFG: DRYVIT  
 COLOR: 310 CHINA WHITE

**B PAINTED METAL CANOPY**  
 COLOR: BLACK TO MATCH WROUGHT IRON FINISH

**C PAINTED STUCCO:**  
 FINISH: FREESTYLE  
 MFG: DRYVIT  
 COLOR: SW 6258 "TRICORN BLACK"

**D THIN BRICK:**  
 FINISH: NORMAN 2.25X11.685  
 MFG: BELDEN BRICK  
 COLOR: ALASKA WHITE VELOUR

**E THIN BRICK:**  
 FINISH: NORMAN 2.25X11.685  
 MFG: BELDEN BRICK  
 COLOR: DOWNING BLACK VELOUR

**F COMPOSITE WOOD:**  
 MFG: NICHIIHA  
 STYLE: VINTAGE WOOD (FCB)  
 COLOR: "SPRUCE"

**G MULLIONS:**  
 MFG: KAWNEER ALUMINUM  
 COLOR: CLEAR ANODIZED  
 STYLE: FRONT-LOADED

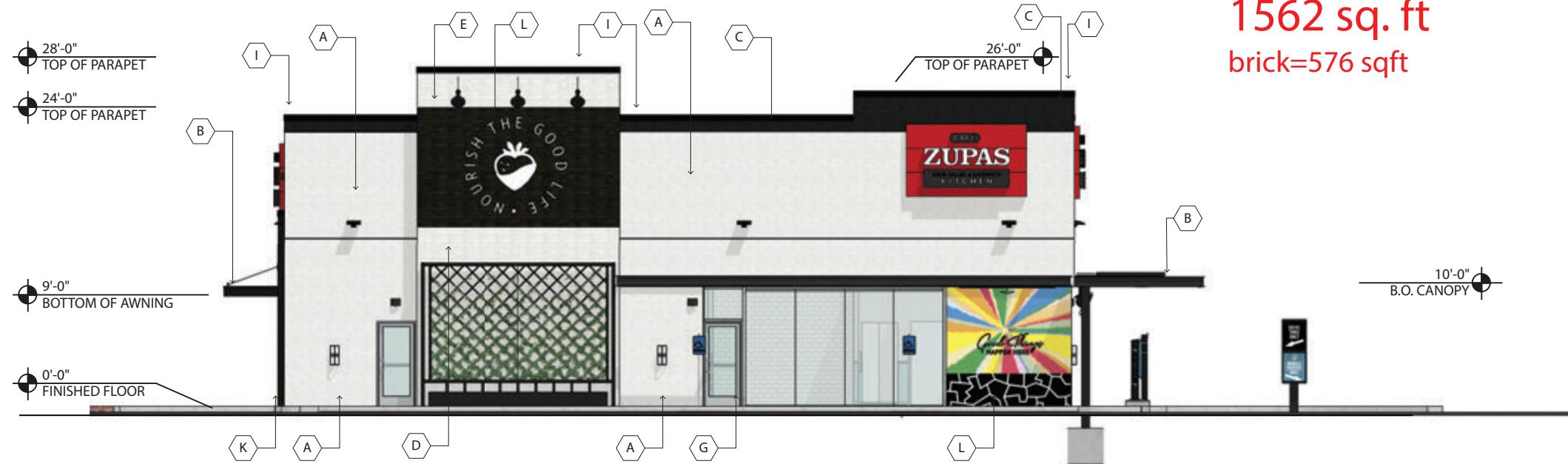
**H PAINTED HOLLOW METAL DOORS:**  
 MFG: DUNN EDWARDS  
 COLOR: DET620 "BARNWOOD GRAY"

**I METAL COPING:**  
 MFG: FIRESTONE  
 COLOR: PREFINISHED "BLACK"

**J METAL COPING:**  
 MFG: FIRESTONE  
 COLOR: PREFINISHED "SIERRA TAN"

**K PAINTED STUCCO:**  
 FINISH: FREESTYLE  
 MFG: DRYVIT  
 COLOR: SW 6258 "TRICORN BLACK"

**L PAINTED MURAL:**  
 FINISH: NORMAN 2.25X11.6875 BRICK  
 MFG: BY OWNER  
 COLOR: CUSTOM



1562 sq. ft  
brick=576 sqft



1501 sq. ft

nichiha = 261 sqft  
brick=1240 sqft



The information, drawings and specifications shown are and shall remain the property of Café Zupas®.  
These documents may not be used without the expressed written consent of Café Zupas®.





## ABOUT THE ART

In an effort to add colour to our buildings, in areas that otherwise go unnoticed, Café Zupas began to look at adding murals to our prototypical buildings in 2019. The pull and power of social media has influenced us to incorporate something “instagrammable” into our brand image. We did not want to throw in just colorful advertisements, but instead, something that was a treat for locals and tourists to look at. We underwent a brand-dress refresh in 2019 and desired to incorporate the painting of murals onto our buildings.

Café Zupas approached the process of choosing art with an agency and internal sources. After much debate and layouts, we decided to use multi-colors which would match artwork inside and out. We employed the help of an artist in Georgia, Chadwick Tolley.

It was decided to incorporate our brand values of “Nourishing the Good Life” into a wall covering. This included images of what someone would find themselves doing if they were to “nourish the good life”. Chad would inject his printmaking techniques and style into a wall covering full of life and color to showcase our concept. The colors chosen for the project are deliberate and full of energy. The style, as well, is deliberate, focusing on a feeling, rather than one image.

Mr. Tolley created unique artwork for the wall coverings, art canvases, and finally, two murals for our exterior. These outdoor murals were intentionally abstract, but meant to embody our philosophies. Zupas intent was to have these

painted by hand as to show our authenticity of hand-made meals.

The maintenance of the art would of necessity, have to be durable. It would be too difficult to upkeep such scale and color variations otherwise. To that end, we use exterior grade paint from Sherwin Williams for all the colors used. We also prepare the walls with either a venetian stucco finish with a white (or primer) base, or a white (or primer) base on brick. As a final precaution, we occasionally coat the murals with a varnish to protect it from dirt and water and can sometimes even offer a shield against sunlight.

With the success of our murals as part of our brand dress, we discovered the need to apply the mural technique to our “Nourish the Good Life” ethos. Our graphic icon, which can easily be reproduced in metal or pan-channel letters, was also deemed worthy of becoming a mural. It also goes to show the importance we give to making something home-made from scratch. This mural is incorporated on brick, on a black field and lit from above. Below it, we incorporate the look of a “living wall”, with vegetation growing up towards the icon. (this is faux vegetation as a result of upkeep considerations.

We hire a professional muralist, someone who has experience with both art, design, and our culture to re-create the artwork. It is designed to fit each space in-house, and delivered electronically to our muralist. He/she will project the mural onto the wall and trace it for painting. This generally happens at

night, when they can see the artwork clearly. Painting is the next step, and the muralist will have to use a ladder or lift to access the taller parts of the painting. Over a period of 1-2 weeks, weather permitting, the murals will be completed. The

final touch to one of the murals is a custom LED sign made to look like neon which states “Good Things Happen Here”. This is accompanied by another sign stating where the location is set, generally a city and state.



**ABOUT THE ARTIST:**  
**CHADWICK TOLLEY**

Chad teaches Printmaking and Drawing at Augusta University in Augusta, Georgia. He exhibits widely across the United States and won various awards for his work including a Purchase Award in the Atlanta Print Biennial, a Purchase Prize in the “Ink and Clay” exhibit in Pomona, CA, the C.G. Metals Purchase Prize from the Boston Print Biennial and a Best in Show award from the Oso Bay North American Printmaking Exhibition. His work is also included in several public collections in the United States, the Guandong Museum of Art in China and the Jordanian National Gallery of Art in Amman, Jordan.



**ABOUT THE MURALIST:**  
**MARKUS LONG**

Markus Long is a northern California-born graphic designer, product designer, lettering artist and woodworker raised in the San Joaquin Valley and on the Eastern Shore of Maryland. He's now based in the mountain west, outside of Salt Lake City, Utah. By day, Markus works as a print and digital graphic artist, product designer, photographer and web designer for ThermoWorks, a thermometer company who provides home chef's, backyard grillers, competitive BBQ'ers, professional chef's and commercial kitchens with the best temperature tools on the market.



**ABOUT THE PAINT:**  
**SHERWIN WILLIAMS**  
**Latitude Exterior Acrylic Latex**

Weather the extremes with Latitude™ Exterior Acrylic. This moisture-resistant paint is formulated with ClimateFlex Technology™ that applies smoothly in extreme temperatures so you can paint with confidence despite the forecast.

Develops resistance to rain or dew in as little as one hour  
Can be applied in temperatures ranging from 35°F (2°C) - 120°F (49°C)

Satin Finish  
With its slight gloss, this finish offers the benefits of a richer look.

**TIMELINE:**

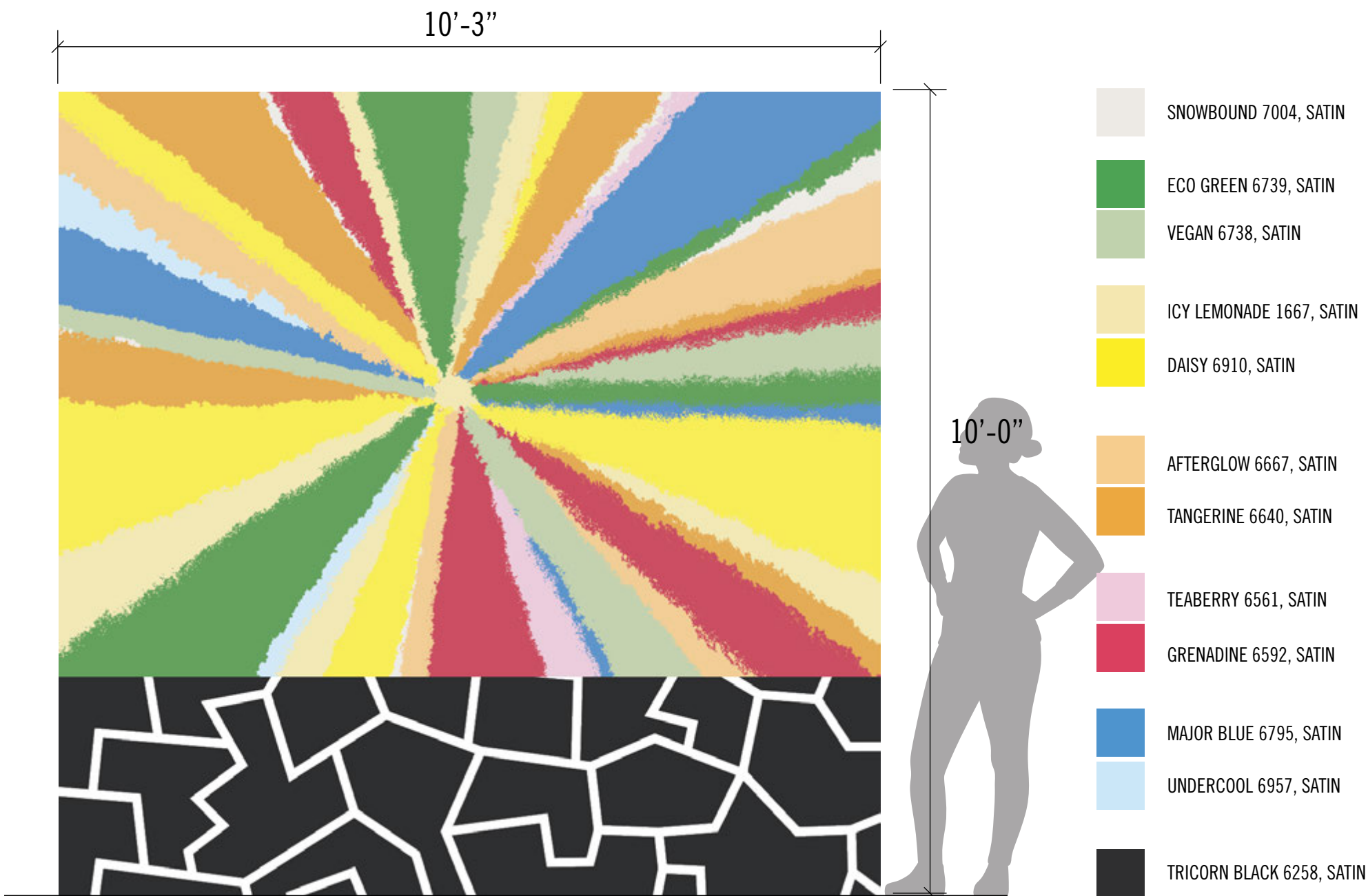
Over a period of 1-2 weeks, weather permitting, the murals will be completed, weather permitting.

The murals typically are painted as the shell is being completed, while we are doing Tenant Improvement construction.



**GOOD THINGS HAPPEN HERE MURAL:**

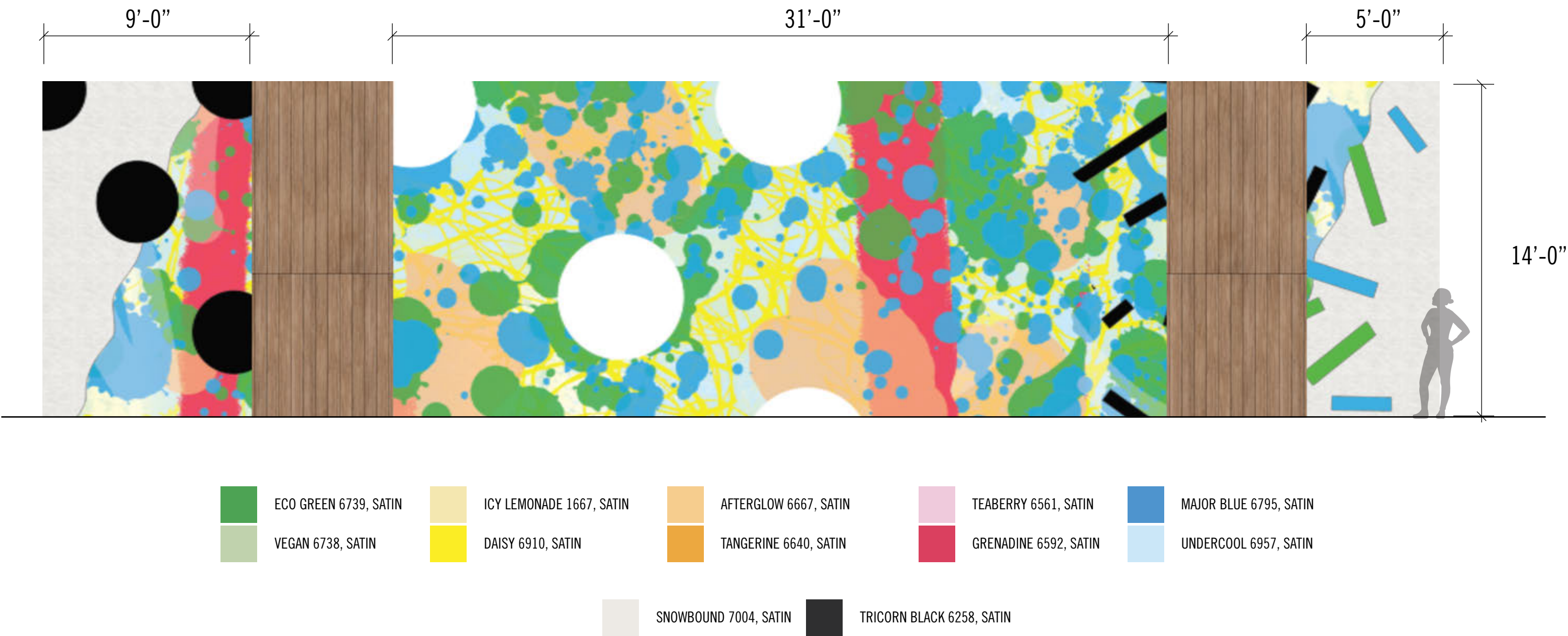
This mural is painted on the front of the building. It will be painted on a venitian stucco with a coat of white primer. A faux neon sign (LED) will be mounted atop this mural.



White and red flex neon (LED)  
mounted to clear acrylic back

**DRIVE-THRU PRINTMAKER'S ABSTRACT MURAL:**

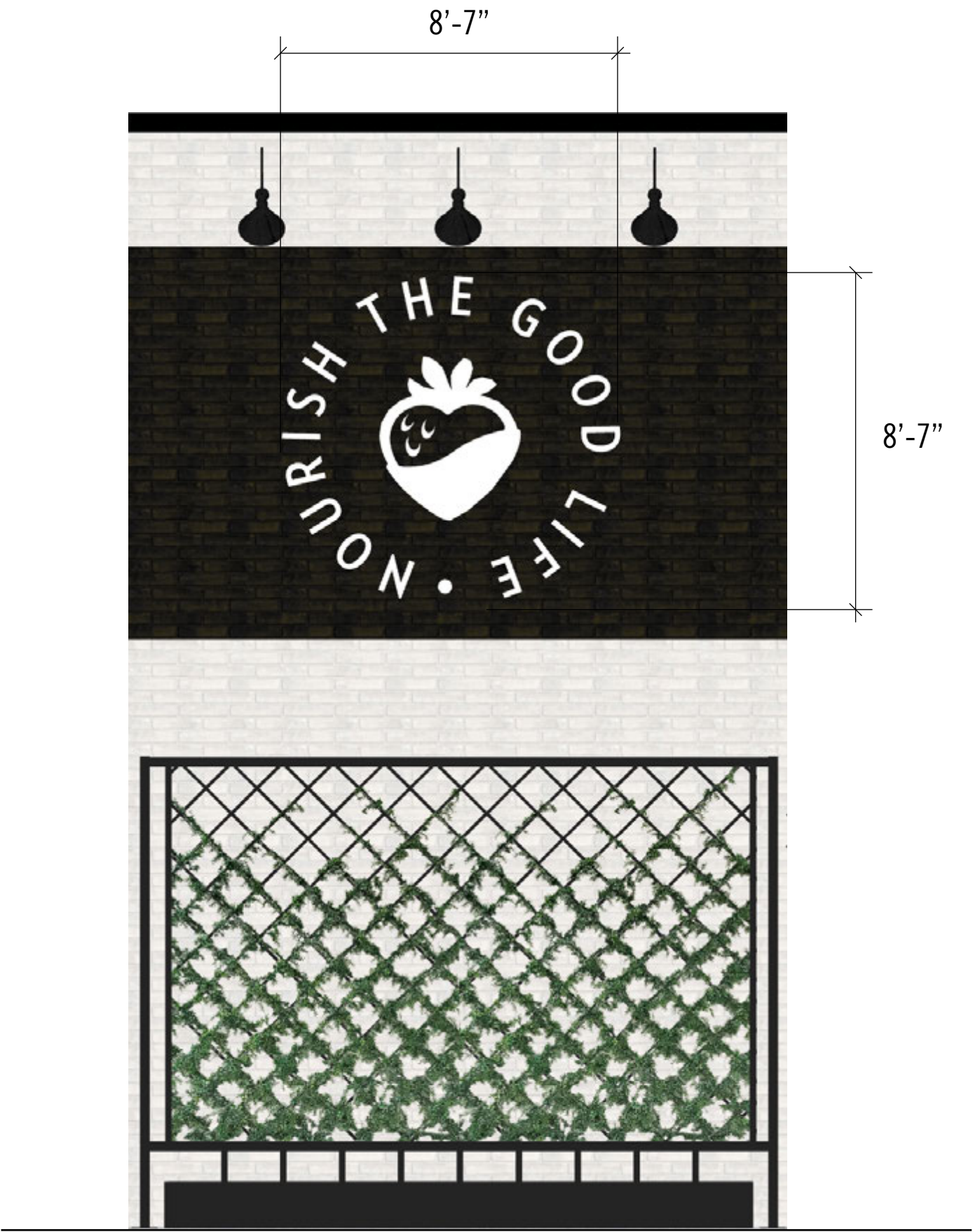
This mural is painted on the drive-thru side of the building, giving the guest and visitors with interest and brand association. It will be painted on a venitian stucco with a coat of white primer. Composite wood, Nichiha®, separates the mural into distinct areas. It will be illuminated from above with wall-washer lights.



**“NOURISH THE GOOD LIFE” MURAL:**

This mural is painted generally on the front of the building. It will be painted on thin-brick that has been painted tri-corn black. It is painted with Sherwin Williams Snowbound #7004 in a satin finish.

This is one of Café Zupas brand identifiers. It will be illuminated with goose-neck lighting from above.



EXTERIOR SIGN



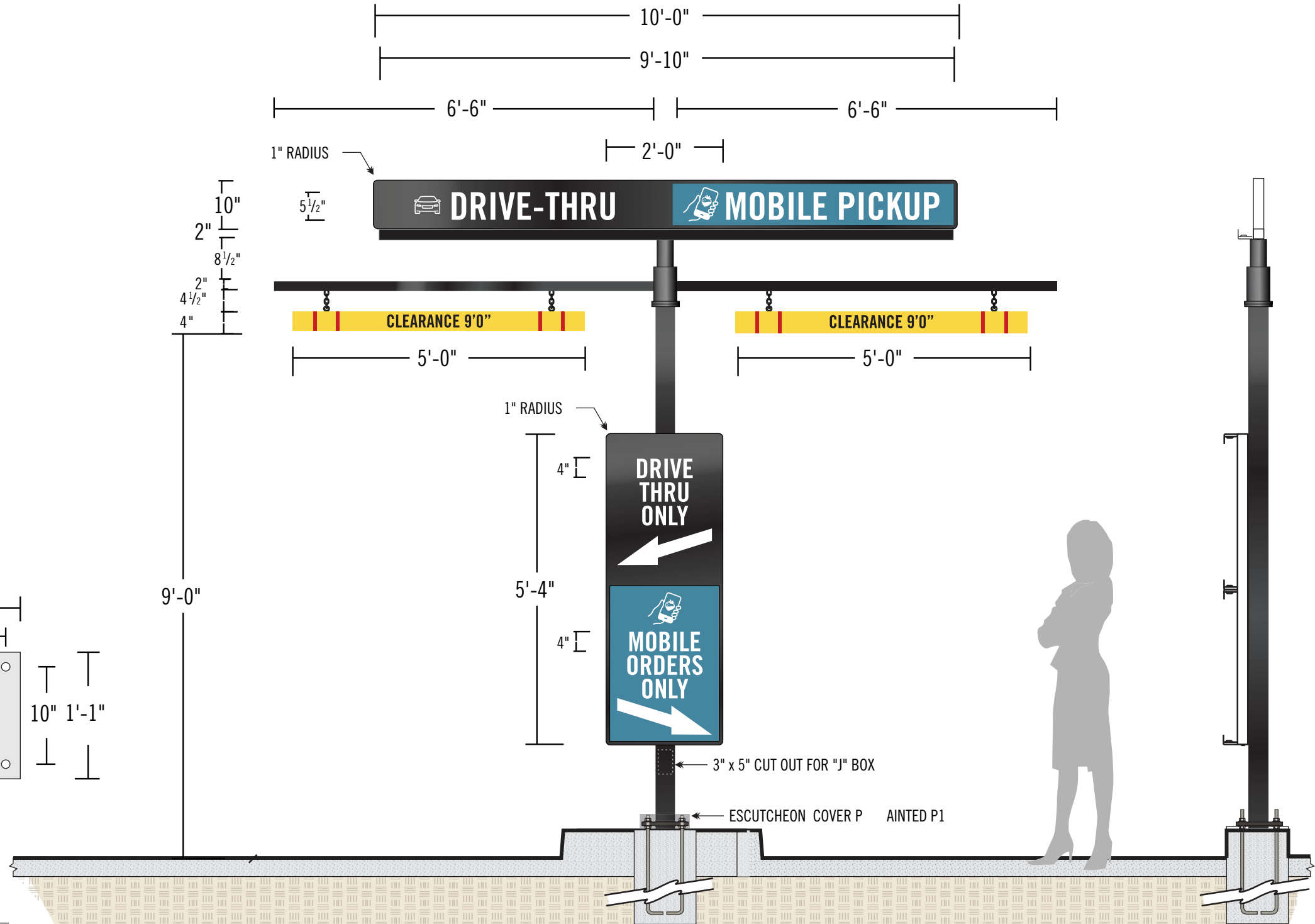
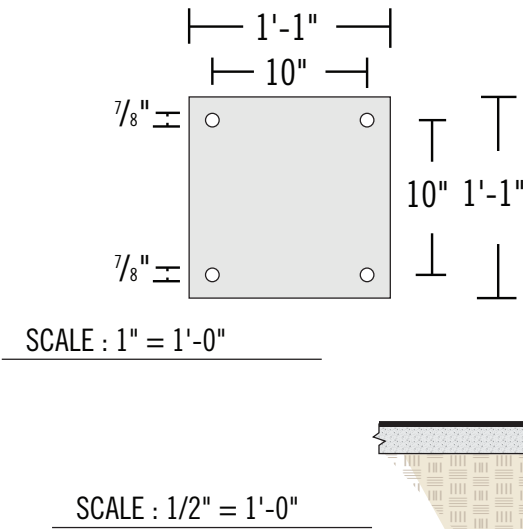
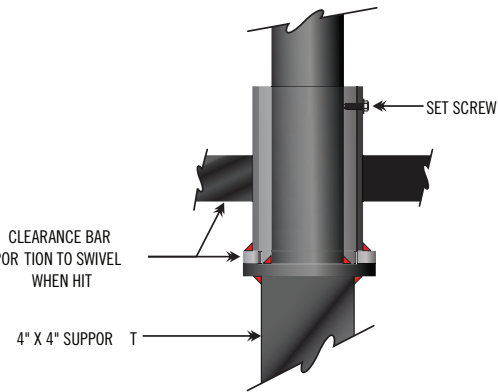
& MATERIAL SPECIFICATIONS

# DRIVE- THRU HEIGHT CLEARANCE BAR

- MANUFACTURE AND INSTALL ALL (1) CLEARANCE BAR WITH SINGLE FACE TOP PANEL AND LOWER SINGLE FACE PANEL
- PANEL FACES: BLACK 3MM ACM AND 2" FRAME WITH V1 & V2 APPLIED VINYL
  - COPY TO BE V1 APPLIED VINYL
  - PANELS TO HAVE UP & DOWN EDGE LIGHTING WITH WHITE LEDs
  - CLEARANCE TUBES TO BE PAINTED P2
  - INSTALL S/F PANEL ON TOP OF CLEARANCE BAR AS INDICATED
  - CLEARANCE BAR SUPPORTS TO BE PAINTED P1
  - INSTALL WITH 4"X4" TUBE PAINTED P1 INTO "J" BOLT EMBEDMENT INTO CONCRETE

| PAINT SCHEDULE                     |                                          |
|------------------------------------|------------------------------------------|
| SCREEN AND PRINT COI QRS MA Y VARY |                                          |
| <div></div>                        | P1: BLACK SATIN SUPPORT STRUCTURES       |
| <div></div>                        | P2: CLEARANCE BAR TO MATCH PANTONE 116-C |

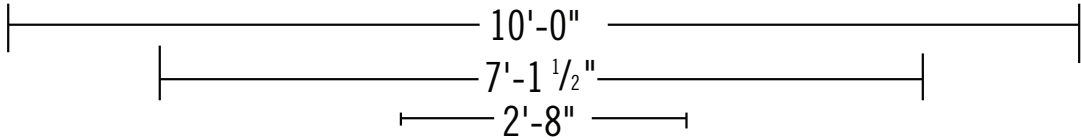
| VINYL SCHEDULE                   |                                               |
|----------------------------------|-----------------------------------------------|
| SCREEN AND PRINT COLORS MAY VARY |                                               |
| <div></div>                      | V1: HP WHITE VINYL                            |
| <div></div>                      | V2: 220-53 CARDINAL RED                       |
| <div></div>                      | V3: DIGITALLY PRINTED TO MATCH PANTONE 7697-C |



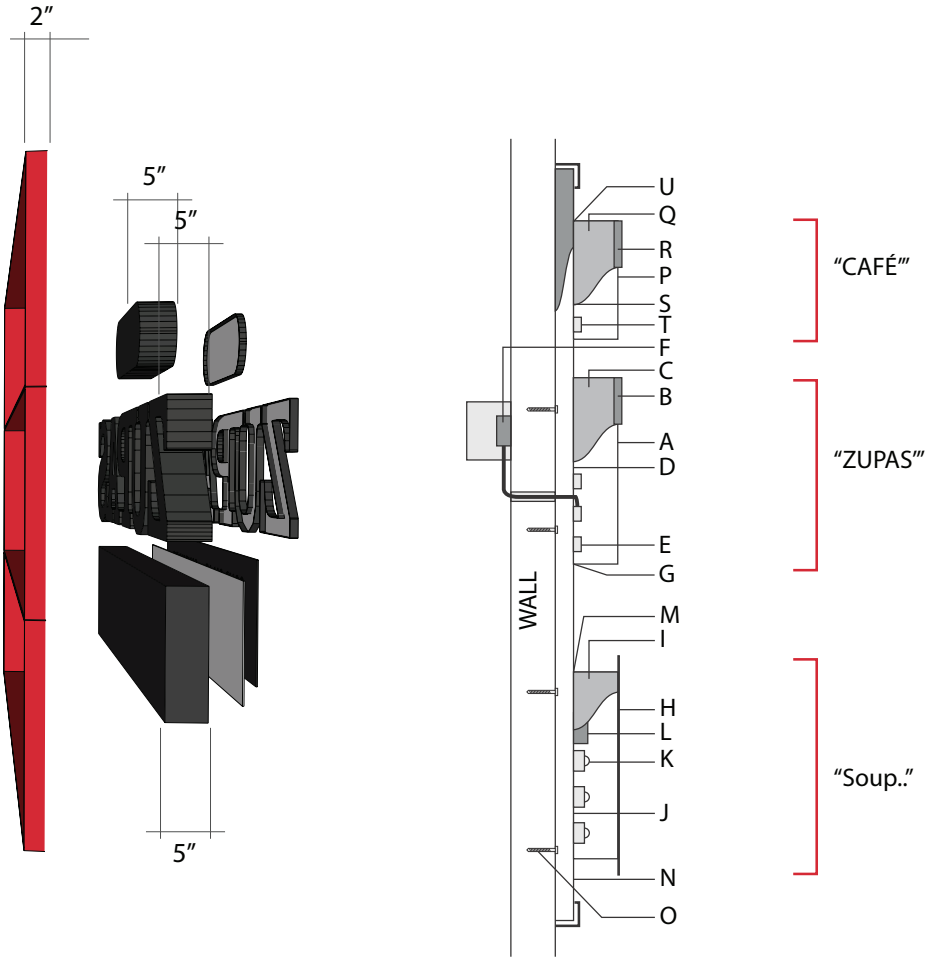
SIGN SPECS, TYP.  
18" LETTERS - RED BACKER

| PAINT SCHEDULE                   |                                 |
|----------------------------------|---------------------------------|
| SCREEN AND PRINT COLORS MAY VARY |                                 |
| <div></div>                      | P1: BLACK MATTE                 |
| <div></div>                      | P2: RED VALSPAR VIPER RED GLOSS |

| VINYL SCHEDULE                   |              |
|----------------------------------|--------------|
| SCREEN AND PRINT COLORS MAY VARY |              |
| <div></div>                      | V1: BLACK 3M |



TYPICAL SECTION VIEW - NTS



CHANNEL LETTERS- "ZUPAS"

- A. FACE: 3/16" transparent white plex
- B. TRIM: 1" black trimcap
- C. RETURNS: .040 black aluminum 3" deep
- D. BACKS: .063 aluminum stock color
- E. ILLUMINATION: White LEDs
- F. POWER SUPPLY: Remote housed in power supply box
- G. MOUNTED to BACKER

WALL SIGN-"Soup, Salad, & Sandwich Kitchen"

- H. FACES: .090 Aluminum painted black P1 (Larger than cabinet routed and backed with 3/16" transparent white plex
- I. RETURNS: .063 aluminum 3" deep painted black P1
- J. BACKS: .063 aluminum stock color
- K. ILLUMINATION: White LED's
- L. BALLAST: Housd in cabinet
- M. MOUNTED to BACKER

CHANNEL CABINET-"CAFÉ"

- P. FACE: 3/16" transparent white plex with black V1 3M vinyl
- Q. TRIM: 1" black trimcap
- R. RETURNS: .040 black aluminum 3" deep
- S. BACKS: .063 aluminum stock color
- T. ILLUMINATION: White LEDs
- F. POWER SUPPLY: Remote housed in power supply box
- U. MOUNTED to BACKER

CUSTOM BACKER

- N. BRAKEFORM ALUMINUM PAINTED RED P2 (or approved red by owner) WITH ALUMINUM FRAMING
- O. FLUSH MOUNTED to WALL

DISCONNECT SWITCH AT SIGN  
120V SERVICE SUPPLIED BY OTHERS  
INTERNAL STRUCTURE 2"X2"X1/8" ALUMINUM ANGLE PRIMED AND PAINTED

COLORS AND MATERIALS



E-1 **PAINTED STUCCO:**  
FINISH: FREESTYLE  
MFG: DRYVIT  
COLOR: 310 CHINA WHITE



E-2 **PAINTED STUCCO:**  
FINISH: FREESTYLE  
MFG: DRYVIT  
COLOR: SW 6258 "TRICORN BLACK"



B-1 **THIN BRICK:**  
FINISH: NORMAN 2.25X11.685  
MFG: BELDEN BRICK  
COLOR: ALASKA WHITE VELOUR/  
PAINT SNOWBOUND



B-2 **THIN BRICK:**  
FINISH: NORMAN 2.25X11.685  
MFG: BELDEN BRICK  
COLOR: DOWNING BLACK VELOUR/  
PAINT TRICORN BLACK



WD-1 **COMPOSITE WOOD:**  
MFG: NICHHA  
STYLE: VINTAGE WOOD (FCB)  
COLOR: "SPRUCE"



MC-1 **METAL COPING:**  
MFG: FIRESTONE  
COLOR: PREFINISHED "MATTE BLACK"



MC-2 **METAL COPING:**  
MFG: FIRESTONE  
COLOR: PREFINISHED "SIERRA TAN"



4 **METAL CANOPY**  
COLOR: DEAD FLAT BLACK



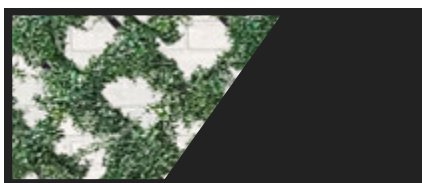
6 **PAINTED MURAL:**  
FINISH: VENITIAN STUCCO  
MFG: BY OWNER  
COLOR: CUSTOM



11 **DRIVE-THRU WINDOW AWNING**  
COLOR: DEAD FLAT BLACK



K **REINFORCED CMU:**  
FINISH: SPLIT FACE  
MFG: ECHELON  
COLOR: 4301



N **"LIVING" WALL**  
MFG: BY OWNER  
COLOR: DEAD FLAT BLACK  
STYLE: WITH FAUX PLANTS/PLANTER BOX



P-6 **PAINTED HALLOW METAL DOORS:**  
MFG: SHERWIN WILLIAMS  
COLOR: SW 6003 "PROPER GRAY"



W-1 **MULLIONS:**  
MFG: KAWNEER ALUMINUM  
COLOR: CLEAR ANODIZED  
STYLE: FRONT-LOADED



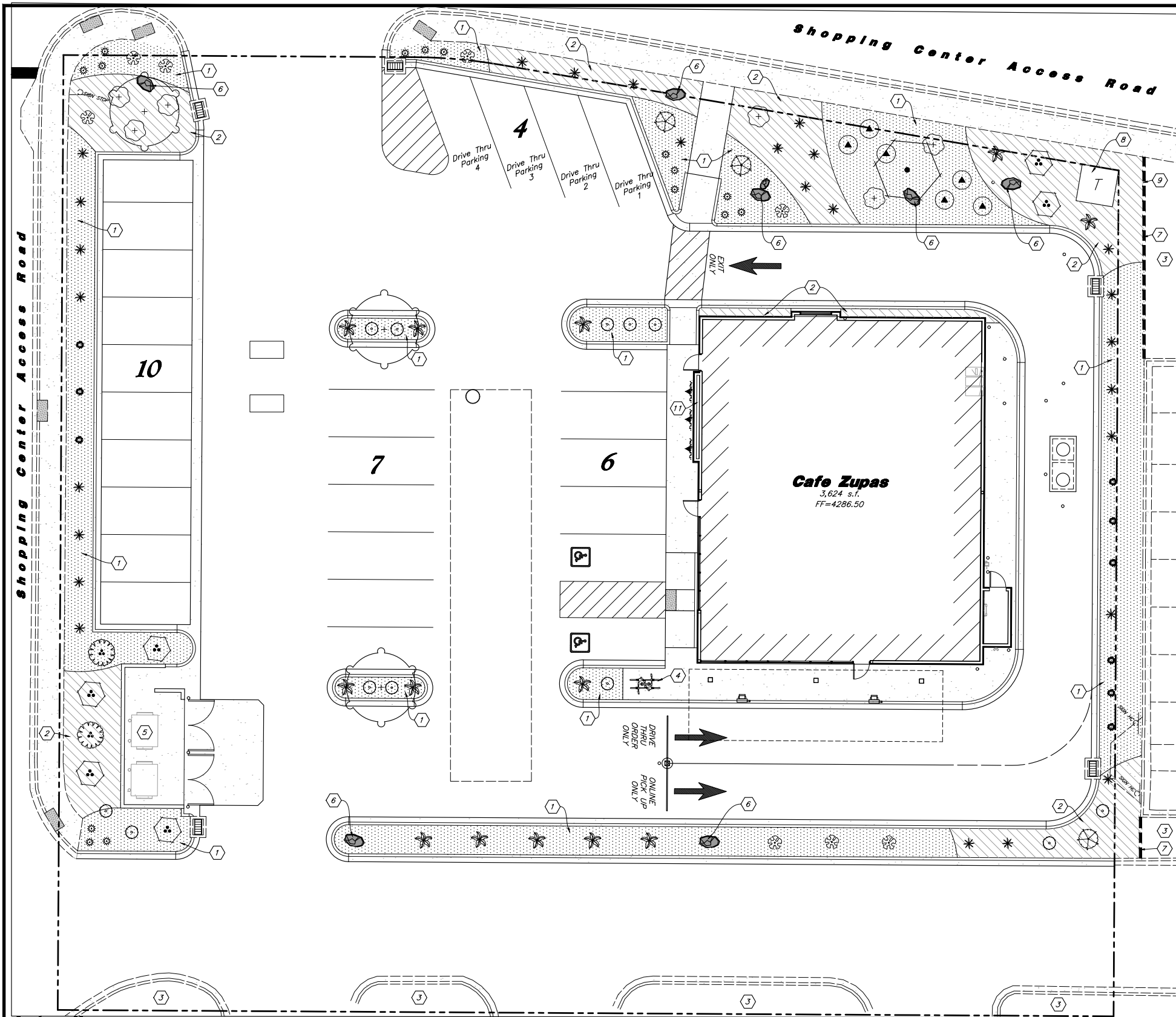
NORTH WEST ELEVATION



EAST ELEVATION







**Landscape Notes:**

- Plant material quantities are provided for bidding purposes only. It is the contractors responsibility to verify all quantities listed on the plans and the availability of all plant materials and their specified sizes prior to submitting a bid. The contractor must notify the Landscape Architect prior to submitting a bid if the contractor determines a quantity deficiency or availability problem with specified material. The contractor shall provide sufficient quantities of plants equal to the symbol count or to fill the area shown on the plan using the specified spacing. Plans take precedence over plant schedule quantities.
- Contractor shall call Blue Stake before excavation for plant material.
- Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. It shall be the responsibility of the contractor to protect all utility lines during the construction period, and repair any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the landscape construction.
- The landscape contractor shall examine the site conditions under which the work is to be performed and notify the general contractor in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.
- The contractor shall provide all materials, labor and equipment required for the proper completion of all landscape work as specified and shown on the drawings.
- See civil and architectural drawings for all structures, hardscape, grading, and drainage information.
- Contractor safety and cleanup must meet OSHA standards at all times. All contractors must have adequate liability, personnel injury and property damage insurance. Clean-up must be performed daily, and all hardscape areas must be washed free of dirt and mud on final cleanup. Construction must occur in a timely manner.
- All new plant material shall conform to the minimum guidelines established by the American Standard for Nursery Stock Published by the American Association of Nurseryman, Inc. In addition, all new plant material shall be of specimen quality.
- The Owner/Landscape Architect has the right to reject any and all plant material not conforming to the plans and specifications.
- Any proposed substitutions of plant species shall be made with plants of equivalent overall form, height, branching habit, flower, leaf, color, fruit and culture only as approved by the Landscape Architect.
- It is the contractors responsibility to furnish all plant materials free of pests or plant diseases. It is the contractor's obligation to maintain warranty all plant materials.
- The contractor shall take all necessary scheduling and other precautions to avoid winter, climatic, wildlife, or other damage to plants. The contractor shall install the appropriate plants at the appropriate time to guarantee life of plants
- The contractor shall install all landscape material per plan, notes and details.
- Plant names are abbreviated on the drawings, see plant schedule for symbols, abbreviations, botanical, common names, sizes, estimated quantities and remarks.
- No grading or soil placement shall be undertaken when soils are wet or frozen.
- Imported topsoil shall be used for all landscape areas. The topsoil must be a premium quality dark sandy loam, free of rocks, clods, roots, and plant matter. The landscape contractor shall perform a soil test on the imported topsoil and amend per soil test recommendations. The soil test shall be done by a certified soil testing agency.
- Prior to placement of topsoil in all landscaping areas, all subgrade areas shall be loosened by scarifying the soil to a depth of 6 inches in order to create a transition layer between existing and new soils.
- Provide 8 inch depth of imported topsoil in shrub areas.
- All plant material holes shall be dug twice the diameter of the rootball and 6 inches deeper. Excavated material shall be removed from the site and replaced with plant backfill mixture. The top of the root balls, shall be planted flush with the finish grade.
- Plant backfill mix shall be composed of 3 parts topsoil to 1 part soil pep, and shall be mixed at the planting hole. Deep water all plant material immediately after planting. Add backfill mixture to depressions as needed.
- All new plants to be balled and burlapped or container grown, unless otherwise noted on plant schedule. Container grown trees shall have the container cut and removed. Trees in ball and burlap shall have the strings, burlap or plastic cut and pulled away from the trunk exposing 1/3 of the root ball. For trees in wire baskets, cut and remove the wire basket.

**Landscape Data**

Site Area = 34,895 s.f. (0.80 ac.)  
Landscape Area Provided = 3,073 s.f. (15%)

**Landscape Keynotes**

- Install Shrub Planter With Weed Barrier and Decorative Stone #1
- Install Shrub Planter With Weed Barrier and Decorative Stone #2
- Existing Landscape
- Bike Rack - See Civil Plans
- Dumpster Enclosure with Planting Screen
- Install Landscape Boulder
- Install Steel Edging Between New and Existing Landscape
- Elect. Transformer with Planting Screen; Adjust Plant Material as Needed to Allow Transformer Access Doors to Open
- Secondary Water Irrigation Connection Location - See Irrigation Plan for More Detail
- Secondary Water Irrigation Connection Location - See Irrigation Plan for More Detail
- Greenscreen Mounted on Wall; See Architectural Plans for Green Screen Installation; Plant 3 Vines Spaced Evenly in Planter at Base of Greenscreen; Install Clean, Washed Gravel in Bottom of Planter Wrapped in Filter Fabric; On Top of Gravel install a Mixture of Topsoil and Soil Pep for Planting; Install a Layer of Wood Mulch on Top; Top of Mulch Shall be Slightly Below Top of Planter; See Plant Schedule for Vines to be Planted

Scale: 1" = 10'



**Landscape Notes**

- All New Landscape Shall be Irrigated With an Automatic Irrigation System. Drip Point Source Irrigation Shall be Used for Shrub Areas. See Sheet L2.1 for Irrigation Layout and Sheet L3.1 for Irrigation Details.
- See Sheet L3.1 for Landscape Details.
- Adjust Landscape Material as Needed to Allow Access to all New and Existing Utilities.
- All Areas Disturbed by Construction Shall be Landscaped and Not Left Undone.
- Blend New Landscape into Existing on the East side of the Site.
- Edging Shall not be Used Between Different Type and Size of Stone. Provide a Clear Distinct Smooth Flowing Line Between Different Stone Type. Steel Edging Shall be Used Where Shown on Plan.

**PLANT SCHEDULE**

| TREES              | QTY | BOTANICAL / COMMON NAME                                           | SIZE           |
|--------------------|-----|-------------------------------------------------------------------|----------------|
|                    | 2   | Juniperus scopulorum 'Wichita Blue' / Wichita Blue Juniper *      | 5' Min. Ht.    |
|                    | 1   | Malus x 'Prairifire' / Prairifire Crab Apple                      | 1 1/2" Caliper |
|                    | 3   | Zelkova serrata 'Musashino' / Musashino Zelkova                   | 1 1/2" Caliper |
| SHRUBS             | QTY | BOTANICAL / COMMON NAME                                           | SIZE           |
|                    | 6   | Forsythia x 'Gold Tides' / Golden Tide Forsythia                  | 5 gal          |
|                    | 13  | Juniperus communis 'Alpine Carpet' / Juniper                      | 5 gal          |
|                    | 6   | Physocarpus opulifolius 'Summer Wine' / Summer Wine Ninebark      | 5 gal          |
|                    | 3   | Picea pungens 'Globosa' / Dwarf Globe Blue Spruce                 | 5 gal          |
|                    | 6   | Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac                 | 1 gal          |
|                    | 8   | Rosa x 'Meigalpio' / Red Drift Rose                               | 1 gal          |
|                    | 12  | Spiraea japonica 'Neon Flash' / Neon Flash Japanese Spirea        | 7 gal          |
| CLIMBING VINE      | QTY | BOTANICAL / COMMON NAME                                           | SIZE           |
|                    | 3   | Lonicera sempervirens 'Major Wheeler' / Major Wheeler Honeysuckle | 1 gal          |
| ORNAMENTAL GRASSES | QTY | BOTANICAL / COMMON NAME                                           | SIZE           |
|                    | 26  | Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass   | 1 gal          |
| PERENNIALS         | QTY | BOTANICAL / COMMON NAME                                           | SIZE           |
|                    | 15  | Heimerocallis x 'Stella de Oro' / Stella de Oro Daylily           | 1 gal          |
|                    | 9   | Nepeta x faassenii 'Dropmore' / Catmint                           | 1 gal          |

**MATERIAL SCHEDULE**

| Symbol | Comments                                                                                                                                                                                                                                                                                                                                                                                                            | Detail         |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
|        | Decorative Stone #1 - Install over Dewitt Pro5 Weed Barrier at a Three (3) Inch Depth to Cover Weed Barrier; Stone Shall be Used in Specified Shrub Areas and Washed Prior to Installation; Stone Shall be 1 1/2" Diameter Crushed, Fractured, Stone from Staker Parson Maguire Pit (385-239-0804); Prior to Installing Stone, Apply an Application of Pre-emergent Herbicide; Submit Sample for Approval           | Detail: 4/L3.1 |
|        | Decorative Stone #2 - Install over Dewitt Pro5 Weed Barrier at an Eight (8) Inch Depth or a Depth to Cover Weed Barrier; Stone Shall be Used in Specified Shrub Areas and Washed Prior to Installation; Stone Shall be 3-5" Diameter Crushed, Fractured, Stone from Staker Parson Maguire Pit (385-239-0804); Prior to Installing Stone, Apply an Application of Pre-emergent Herbicide; Submit Sample for Approval | Detail: 4/L3.1 |
|        | 3/16" x 4" Steel Edging - Install Flush to all Concrete Edges Between New Landscape and Existing Where Shown on Plan; Install in a Straight Line; Manufacturer Shall be Sure-Loc Inc.; Color Shall be Black                                                                                                                                                                                                         | Detail: 4/L3.1 |
|        | Landscape Boulders - Boulders Shall be Angular and Match Decorative Stone; Boulders Shall be 3-4" in Diameter and be Washed Prior to Installation; Boulders Shall be Recessed into Decorative Stone and Laid on Top of Stone; Submit Photo Sample for Approval                                                                                                                                                      | Detail: 5/L3.1 |

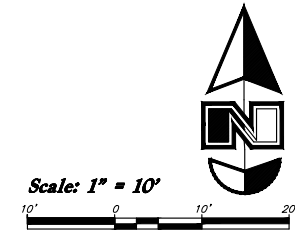
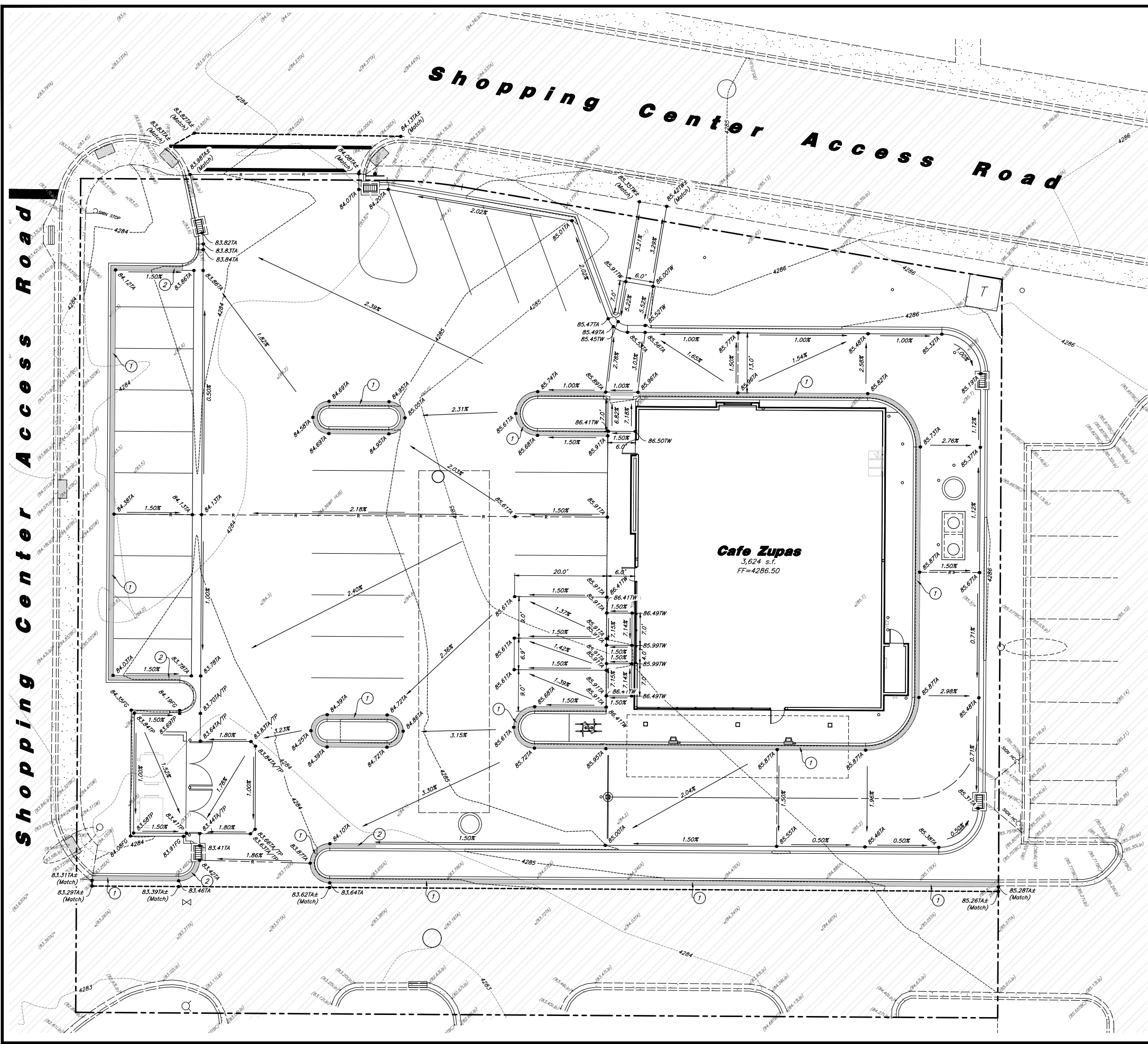


**ANDERSON WAHLEN & ASSOCIATES**  
2010 North Redwood Road, Salt Lake City, Utah 84116  
(801) 321-0329 - Allw@engineering.net

**Landscape Plan**  
**Cafe Zupas Syracuse**  
2068 West 1700 South  
Syracuse, UT 84075



20 May, 2022  
SHEET NO.  
**L1.1**



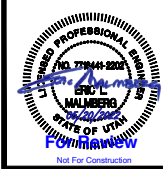
- General Grading Notes:**
1. All grading shall be in accordance with the project geotechnical study.
  2. Cut slopes shall be no steeper than 3 horizontal to 1 vertical.
  3. Fill slopes shall be no steeper than 3 horizontal to 1 vertical.
  4. Fills shall be compacted per the recommendations of the geotechnical report prepared for the project and shall be certified by a Geotechnical Engineer.
  5. Areas to receive fill shall be properly prepared and approved by a Geotechnical Engineer prior to placing fill.
  6. Fills shall be benched into competent material as per specifications and geotechnical report.
  7. All trench backfill shall be tested and certified by a Geotechnical Engineer.
  8. A geotechnical engineer shall perform periodic inspections and submit a complete report and map upon completion of the rough grading.
  9. The final compaction report and certification from a Geotechnical Engineer shall contain the type of field testing performed. Each test shall be identified with the method of obtaining the in-place density, whether sand cone or drive ring and shall be so noted for each test. Sufficient maximum density determinations shall be performed to verify the accuracy of the maximum density curves used by the field technician.
  10. Dust shall be controlled by watering.
  11. The location and protection of all utilities is the responsibility of the permittee.
  12. Approved protective measures and temporary drainage provisions must be used to protect adjoining properties during the grading process.
  13. All public roadways must be cleared daily of all dirt, mud and debris deposited on them as a result of the grading operation. Cleaning is to be done to the satisfaction of the City Engineer.
  14. The site shall be cleared and grubbed of all vegetation and deleterious matter prior to grading.
  15. The contractor shall provide shoring in accordance with OSHA requirements for trench walls.
  16. Aggregate base shall be compacted per the geotechnical report prepared for the project.
  17. The recommendations in the following Geotechnical Engineering Report by GSI Geotechnical, Inc. are included in the requirements of grading and site preparation. The Report is titled "Report Geotechnical Study Proposed Cafe Zupas - Syracuse, 1979 West 1900 South Syracuse, Utah".  
Project No.: 3272-003-22  
Dated: April 28, 2022
  18. As part of the construction documents, owner has provided contractor with a topographic survey performed by manual or aerial means. Such survey was prepared for project design purposes and is provided to the contractor as a courtesy. It is expressly understood that such survey may not accurately reflect existing topographic conditions.
  19. If Contractor observes evidence of hazardous materials or contaminated soils he shall immediately contact the project engineer to provide notification and obtain direction before proceeding with disturbance of solid materials or contaminated soil.

- Curb and Gutter Construction Notes:**
1. Open face gutter shall be constructed where drainage is directed away from curb.
  2. Open face gutter locations are indicated by shading and notes on the grading plan.
  3. It is the responsibility of the surveyor to adjust top of asphalt grades to top of curb grades at the time of construction staking.
  4. Refer to the typical details for standard and open face curb and gutter dimensions.
  5. Transitions from open face to standard curb and gutter are to be smooth. Hand form these areas if necessary.
  6. Spot elevations are shown on this plan with text masking. Coordinate and verify site information with project drawings.

- Sidewalk Construction Notes:**
1. Concrete sidewalk shall be constructed with a cross slope of 1.5% unless shown otherwise on plan.
  2. Running slope of sidewalks shall be built per grades shown on the plan. where grades are not provided, sidewalks shall be constructed with a maximum running slope of 4.5%.
  3. Refer to the Site Plan for sidewalk dimensions.

**ANDERSON WAHLEN & ASSOCIATES**  
2010 North Redwood Road, Ste. 100, Salt Lake City, Utah 84116  
(801) 321-8229 - [AWEngineering@att.net](mailto:AWEngineering@att.net)

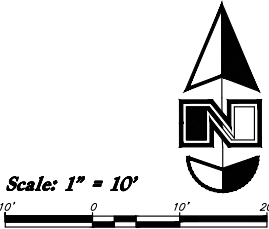
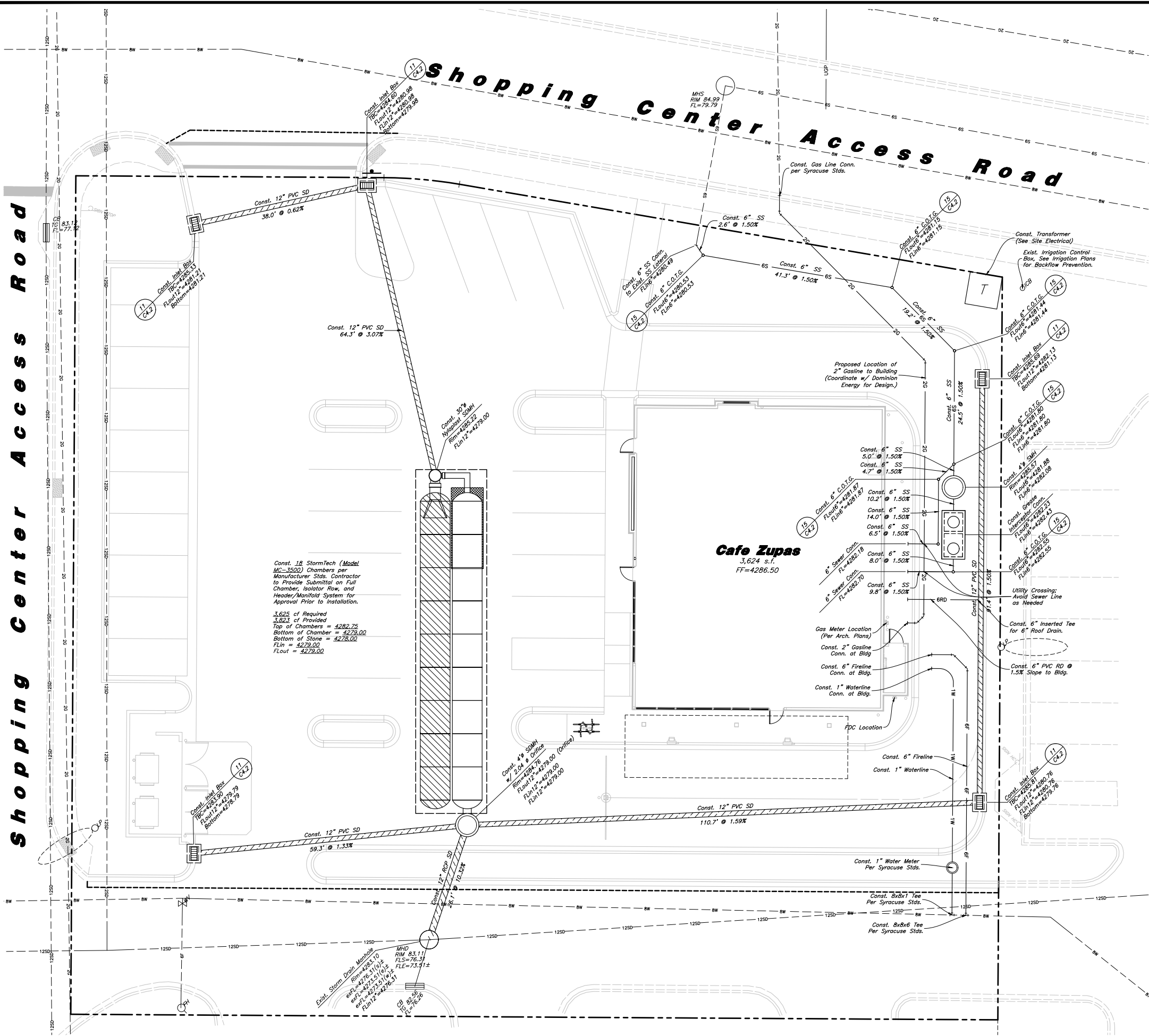
**Grading Plan**  
**Cafe Zupas Syracuse**  
2068 West 1700 South  
Syracuse, UT 84075



20 May, 2022  
SHEET NO.  
**C2.1**



Shopping Center Access Road



General Utility Notes:

1. All sewer and water facilities shall be constructed per local jurisdiction standards and specifications. Contractor is responsible to obtain standards and specifications.
2. Coordinate all utility connections to building with plumbing plans and building contractor.
3. Verify depth and location of all existing utilities prior to constructing any new utility lines. Notify Civil Engineer of any discrepancies or conflicts prior to any connections being made.
4. All catch basin and inlet box grates are to be bicycle proof.
5. Refer to the site electrical plan for details and locations of electrical lines, transformers and light poles.
6. Gas lines, telephone lines, and cable TV lines are not a part of these plans.
7. Water meters are to be installed per city standards and specifications. It will be the contractor's responsibility to install all items required.
8. Water lines, valves, fire hydrants, fittings etc. are to be constructed as shown. Contractor is responsible, at no cost to the owner, to construct any vertical adjustments necessary to clear sewer, storm drain, or other utilities as necessary including valve boxes and hydrant spools to proper grade.
9. Contractor shall install a 12" concrete collar around all manholes, valves, catch basins, cleanouts & any other structures located within the asphalt.

Utility Piping Materials:

All piping materials shall be per local agency standards or the specifications below at a minimum. All utility piping shall be installed per manufacturers recommendations. Refer to project specifications for more detailed information regarding materials, installation, etc.

Culinary Service Laterals

1. Polyethylene (PE) Water Pipe (Up to 3 inches diameter), AWWA C901, PE 3408, SDR 9 (200 psi)
2. Copper Pipe (Up to 3 inches diameter): Type "K."

Water Main Lines and Fire Lines

1. Polyvinyl Chloride (PVC) (4 inches to 12 inches diameter): AWWA C900, Class 200

Sanitary Sewer Lines

1. All sewer piping to be Polyvinyl Chloride (PVC) sewer pipe, ASTM D3034, Type PSM, SDR 35

Storm Drain Lines

1. 12" pipes or smaller - Polyvinyl Chloride (PVC) sewer pipe, ASTM D3034, Type PSM, SDR 35
2. 12" pipes or larger - Reinforced Concrete Pipe, ASTM C76, Class III

CAUTION :

The locations and/or elevations of existing utilities as shown on these plans are based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied on as being exact or complete.

Storm Drain & Sanitary Sewer Note:

All Storm Drainage & Sanitary Sewer Pipe Lengths and Slopes are from Center of Structure to Center of Structure

Onsite Utility Connection Notes:

1. Contractor shall field verify all utility connection elevations prior to any utility construction has begun.
2. Contractor shall construct utility lines into site prior to any onsite utility construction. Gravity lines are to be constructed starting at the lowest point and be installed prior to any waterline installation
3. Construction of any onsite utilities prior to the offsite connection will be done at the contractors risk.



ANDERSON WAHLEN & ASSOCIATES  
2010 North Redwood Road, Salt Lake City, Utah 84116  
(801) 321-8529 - awhengineering.net

Utility Plan  
Cafe Zupas Syracuse  
2068 West 1700 South  
Syracuse, UT 84075



20 May, 2022  
SHEET NO.  
C3.1

EXTERIOR LIGHTING



SPECIFICATIONS



# AQUA 300 SQUARE SX

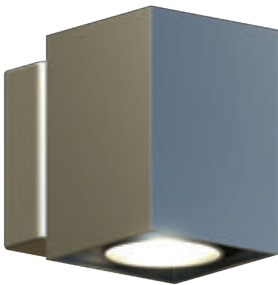
## SCONCE

### PROJECT

|        |  |       |
|--------|--|-------|
| Job    |  | Notes |
| Type   |  |       |
| Part # |  |       |

### SPECIFICATIONS

|                   |                                                                                 |
|-------------------|---------------------------------------------------------------------------------|
| Source            | Xicato XTM LED module - up to 3000 source lumens                                |
| CCT               | 2700K, 3000K, 3500K or 4000K                                                    |
| Color Consistency | 1x2 SDCM (MacAdam) along BBL, CCT +/- 40K to 70K, Duv +/- .001                  |
| CRI (Ra)          | 83 or 98                                                                        |
| Driver / Location | Integral / premium drivers must be remote mounted                               |
| Dimming           | 0-10V or phase to 10% standard; Ecosystem, DALI, DMX and 1% available           |
| Input Voltage     | 100 to 277VAC (347VAC consult factory), phase dimmable versions are 120VAC only |
| Power             | Up to 35 watts max, depending on LED module / driver                            |
| Reflector         | 10°, 20°, 40°, 60° & optical accessories                                        |
| Materials         | Tamper resistant design, stainless steel hardware, metal reflectors             |
| Finish            | Powder coat - Exterior grade TGIC polyester, optional marine-grade finish       |
| Weight            | 5.7 lb . [2.6 kg]                                                               |
| Location          | Listed for Wet location, tested to IP66 per IEC 60529                           |
| Approvals         | ETL Listed to UL 1598, 2108, 8750 and CSA C22.2# 9 & #250.0                     |
| L70 Life          | > 55,000 hours at 70% lumen maintenance, LM80 / TM-21, see pg 2                 |
| Warranty          | Lifetime Limited Warranty - see warranty for details                            |
| IES Files         | LM-79-08 IES files available                                                    |
| Modifications     | Any modification or customization is possible - consult factory                 |



### ORDERING LOGIC

| Model                                                                                                                                                                                                                                  | Driver Location          | Dimming                                | Output Direction                                          | Output                                                            | CRI            | CCT                                          | Reflector                                                    | Optical Accessory                                                                                                                  | Shell Color                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------------------|-----------------------------------------------------------|-------------------------------------------------------------------|----------------|----------------------------------------------|--------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| K3SS                                                                                                                                                                                                                                   |                          |                                        |                                                           |                                                                   |                |                                              |                                                              |                                                                                                                                    |                                                                          |
| K3SS                                                                                                                                                                                                                                   | N=Integrated<br>R=Remote | N=None<br>P=Phase, 10%<br>V=0-10V, 10% | D = Down<br>U = Up *<br><i>* includes reflector cover</i> | 07=700 lm<br>10=965 lm<br>13=1300 lm<br>20=2000 lm<br>30=3000 lm* | 83=83<br>98=98 | 27=2700K<br>30=3000K<br>35=3500K<br>40=4000K | 10=10**<br>20=20°<br>40=40°<br>60=60°<br><i>*1300 lm max</i> | NN=None<br>DF=Diffuser Lens<br>LS=Spread Lens<br>WW=Wall Wash<br>FT=Forward Throw<br>HL=Hex Louver*<br><i>*down direction only</i> | XX=v2 color<br><i>see pg 4</i><br>ZZ=Custom<br>add +MF for Marine Finish |
| <i>premium drivers (REMOTE location only):</i><br>Z1=eldoLED 0-10V, 0%<br>Z2=eldoLED DALI, 0%<br>Z3=eldoLED DMX, 0%<br>Z4=Lutron Hi-Lume™ LDE1, 0-10V, 0%<br>Z5=Lutron Hi-Lume™ LTEA, Phase, 1%<br>Z6=Lutron 5-Series™ LDE5, 0-10V, 5% |                          |                                        |                                                           |                                                                   |                |                                              |                                                              |                                                                                                                                    |                                                                          |

Example Part Number: **K3SS-NVD-30832720NN-L1**  
**K** AQUA 300 Square **SX** Sconce - **I**Ntegrated Driver, 0-10V Dimming - **D**own, **3000**lm, **83**CRI, **2700**K, **20°**, **NN** No Accessory - **L1** Gloss White



## D-Series Size 1 LED Wall Luminaire



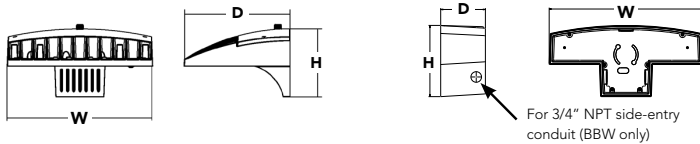
### d-series

#### Specifications Luminaire

|         |                   |         |                 |
|---------|-------------------|---------|-----------------|
| Width:  | 13-3/4" (34.9 cm) | Weight: | 12 lbs (5.4 kg) |
| Depth:  | 10" (25.4 cm)     |         |                 |
| Height: | 6-3/8" (16.2 cm)  |         |                 |

#### Back Box (BBW, E20WC)

|         |                   |               |                 |
|---------|-------------------|---------------|-----------------|
| Width:  | 13-3/4" (34.9 cm) | BBW Weight:   | 5 lbs (2.3 kg)  |
| Depth:  | 4" (10.2 cm)      | E20WC Weight: | 10 lbs (4.5 kg) |
| Height: | 6-3/8" (16.2 cm)  |               |                 |



### Introduction

The D-Series Wall luminaire is a stylish, fully integrated LED solution for building-mount applications. It features a sleek, modern design and is carefully engineered to provide long-lasting, energy-efficient lighting with a variety of optical and control options for customized performance.

With an expected service life of over 20 years of nighttime use and up to 74% in energy savings over comparable 250W metal halide luminaires, the D-Series Wall is a reliable, low-maintenance lighting solution that produces sites that are exceptionally illuminated.

### Ordering Information

#### EXAMPLE: DSXW1 LED 20C 1000 40K T3M MVOLT DDBTXD

| Series    | LEDs                                                               | Drive Current                                                             | Color temperature                                                        | Distribution                                                                                                                            | Voltage                                                                                                                                        | Mounting                                                                                                           | Control Options                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------|--------------------------------------------------------------------|---------------------------------------------------------------------------|--------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DSXW1 LED | 10C 10 LEDs (one engine)<br>20C 20 LEDs (two engines) <sup>1</sup> | 350 350 mA<br>530 530 mA<br>700 700 mA<br>1000 1000 mA (1 A) <sup>1</sup> | 30K 3000 K<br>40K 4000 K<br>50K 5000 K<br>AMBPC Amber phosphor converted | T2S Type II Short<br>T2M Type II Medium<br>T3S Type III Short<br>T3M Type III Medium<br>T4M Type IV Medium<br>TFTM Forward Throw Medium | MVOLT <sup>2</sup><br>120 <sup>3</sup><br>208 <sup>3</sup><br>240 <sup>3</sup><br>277 <sup>3</sup><br>347 <sup>3,4</sup><br>480 <sup>3,4</sup> | Shipped included (blank) Surface mounting bracket<br>BBW Surface-mounted back box (for conduit entry) <sup>5</sup> | Shipped installed<br>PE Photoelectric cell, button type <sup>6</sup><br>DMG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately)<br>PIR 180° motion/ambient light sensor, <15' mtg ht <sup>1,7</sup><br>PIRH 180° motion/ambient light sensor, 15-30' mtg ht <sup>1,7</sup><br>PIR1FC3V Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc <sup>1,7</sup><br>PIRH1FC3V Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc <sup>1,7</sup><br>E20WC Emergency battery backup (includes external component enclosure), CA Title 20 compliant <sup>4,9</sup> |

| Other Options                                                                                                                                                                                                    | Finish (required)                                                                                                                                                                                                                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Shipped installed<br>SF Single fuse (120, 277 or 347V) <sup>3,10</sup><br>DF Double fuse (208, 240 or 480V) <sup>3,10</sup><br>HS House-side shield <sup>11</sup><br>SPD Separate surge protection <sup>12</sup> | Shipped separately <sup>11</sup><br>BSW Bird-deterrent spikes<br>VG Vandal guard<br>DDL Diffused drop lens<br><br>DDBXD Dark bronze<br>DBLXD Black<br>DNAXD Natural aluminum<br>DWHXD White<br><br>DSSXD Sandstone<br>DDBTXD Textured dark bronze<br>DBLBXD Textured black<br>DNATXD Textured natural aluminum<br><br>DWHGXD Textured white<br>DSSTXD Textured sandstone |

| Accessories                                                                                                                                             | NOTES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Ordered and shipped separately.<br>DSXWHU House-side shield (one per light engine)<br>DSXWBSWU Bird-deterrent spikes<br>DSXW1VGU Vandal guard accessory | 1 20C 1000 is not available with PIR, PIRH, PIR1FC3V or PIRH1FC3V.<br>2 MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).<br>3 Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.<br>4 Only available with 20C, 700mA or 1000mA. Not available with PIR or PIRH.<br>5 Back box ships installed on fixture. Cannot be field installed. Cannot be ordered as an accessory.<br>6 Photocontrol (PE) requires 120, 208, 240, 277 or 347 voltage option. Not available with motion/ambient light sensors (PIR or PIRH).<br>7 Reference Motion Sensor table on page 3.<br>8 Same as old ELCW. Cold weather (-20C) rated. Not compatible with conduit entry applications. Not available with BBW mounting option. Not available with fusing. Not available with 347 or 480 voltage options. Emergency components located in back box housing. Emergency mode IES files located on product page at <a href="http://www.lithonia.com">www.lithonia.com</a><br>9 Not available with SPD.<br>10 Not available with E20WC.<br>11 Also available as a separate accessory; see Accessories information.<br>12 Not available with E20WC. |





D-Series Size 1  
LED Area Luminaire



Specifications

EPA: 1.01 ft<sup>2</sup>  
(0.09 m<sup>2</sup>)

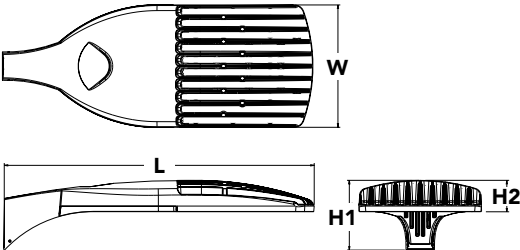
Length: 33"  
(83.8 cm)

Width: 13"  
(33.0 cm)

Height H1: 7-1/2"  
(19.0 cm)

Height H2: 3-1/2"

Weight (max): 27 lbs  
(12.2 kg)



Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 750W metal halide in pedestrian and area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX1 LED P7 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

| DSX1 LED |                                                                                                                                                                                                                                 |                                        |                                                                                                                                                                          |                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                         |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Series   | LEDs                                                                                                                                                                                                                            | Color temperature                      | Distribution                                                                                                                                                             | Voltage                                                                                                                                                                                                                                                       | Mounting                                                                                                                                                                                                                                                                                                                                                                |
| DSX1 LED | <b>Forward optics</b><br>P1 P4 <sup>1</sup> P7 <sup>1</sup><br>P2 P5 <sup>1</sup> P8<br>P3 P6 <sup>1</sup> P9 <sup>1</sup><br><b>Rotated optics</b><br>P10 <sup>2</sup> P12 <sup>2</sup><br>P11 <sup>2</sup> P13 <sup>1,2</sup> | 30K 3000 K<br>40K 4000 K<br>50K 5000 K | T1S Type I short (Automotive)<br>T2S Type II short<br>T2M Type II medium<br>T3S Type III short<br>T3M Type III medium<br>T4M Type IV medium<br>TFTM Forward throw medium | TSVS Type V very short <sup>3</sup><br>T5S Type V short <sup>3</sup><br>T5M Type V medium <sup>3</sup><br>T5W Type V wide <sup>3</sup><br>BLC Backlight control <sup>4</sup><br>LCCO Left corner cutoff <sup>4</sup><br>RCCO Right corner cutoff <sup>4</sup> | MVOLT <sup>5</sup><br>XVOLT (277V-480V) <sup>6,7,8</sup><br>120 <sup>9</sup><br>208 <sup>9</sup><br>240 <sup>9</sup><br>277 <sup>9</sup><br>347 <sup>9</sup><br>480 <sup>9</sup>                                                                                                                                                                                        |
|          |                                                                                                                                                                                                                                 |                                        |                                                                                                                                                                          |                                                                                                                                                                                                                                                               | <b>Shipped included</b><br>SPA Square pole mounting<br>RPA Round pole mounting <sup>10</sup><br>WBA Wall bracket <sup>3</sup><br>SPUMBA Square pole universal mounting adaptor <sup>11</sup><br>RPUMBA Round pole universal mounting adaptor <sup>9</sup><br><b>Shipped separately</b><br>KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish) <sup>12</sup> |

| Control options                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Other options                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Finish (required)                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Shipped installed</b><br>NLTAIR2 nLight AIR generation 2 enabled <sup>13</sup><br>PIRHN Network, high/low motion/ambient sensor <sup>14</sup><br>PER NEMA twist-lock receptacle only (controls ordered separate) <sup>15</sup><br>PERS Five-pin receptacle only (controls ordered separate) <sup>15,16</sup><br>PER7 Seven-pin receptacle only (controls ordered separate) <sup>15,16</sup><br>DMG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately) <sup>17</sup><br>DS Dual switching <sup>18,19,20</sup> | PIR High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc <sup>20,21</sup><br>PIRH High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc <sup>20,21</sup><br>PIR1FC3V High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc <sup>20,21</sup><br>PIRH1FC3V Bi-level, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc <sup>20,21</sup><br>FAO Field adjustable output <sup>20,21</sup> | <b>Shipped installed</b><br>HS House-side shield <sup>23</sup><br>SF Single fuse (120, 277, 347V) <sup>9</sup><br>DF Double fuse (208, 240, 480V) <sup>9</sup><br>L90 Left rotated optics <sup>2</sup><br>R90 Right rotated optics <sup>2</sup><br>HA 50°C ambient operations <sup>1</sup><br>BAA Buy America(n) Act Compliant<br><b>Shipped separately</b><br>BS Bird spikes <sup>24</sup><br>EGS External glare shield |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | DDBXD Dark bronze<br>DBLXD Black<br>DNAXD Natural aluminum<br>DWHXD White<br>DDBTXD Textured dark bronze<br>DBLBXD Textured black<br>DNATXD Textured natural aluminum<br>DWHGXD Textured white                                                                                                                                                                                                                           |



One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-705-SERV (7378) • [www.lithonia.com](http://www.lithonia.com)  
© 2011-2021 Acuity Brands Lighting, Inc. All rights reserved.

DSX1-LED  
Rev. 07/19/21  
Page 1 of 8



OWL

Outdoor Wet Location Emergency Light

DATE:

COMMENTS:

PROJECT

FEATURES

- Architecturally appealing wet location LED light for indoor and outdoor applications
- NEMA 3R/IP65 Rated for indoor/outdoor cold-weather and damp locations
- Cold Weather Option (HX) makes the OWL ideal for outdoor applications down to -13°F
- Self Test / Self Diagnostic circuit comes standard reducing manual testing obligations
- External access test switch for manual diagnostic testing
- Photocell activation for nighttime/security lighting or switch controlled for normal lighting comes standard on both AC and EM models
- Eight LEDs produce 1530 lumens in normal (mains mode) and 600 lumens in emergency battery backup mode
- 3000°K CCT, CRI ≥ 70, L70 > 72,000 hours
- UL listed 90 minute run-time
- Self-compensating solid state Constant Current Charger provides extended float life and rapid recharge
- Brownout detection ensures emergency illumination during periods of low line voltage
- Premium long-life high temperature Nickel Cadmium battery
- Integral push-to-test switch with easily visible bi-color LED diagnostic indicator
- 120/277 VAC field-selectable inputs
- Available as an AC only fixture



ORDERING INFORMATION OWL-AC-BK-MB

| 1. SERIES | 2. OPERATION | 3. FRAME COLOR | 4. MOUNTING | 5. OPTIONS |
|-----------|--------------|----------------|-------------|------------|
| OWL       | -            | -              | MB          | -          |

AC AC Only  
EM Ni-Cad Battery Backup

BK Black  
BZ Bronze  
SL Silver  
WH White

MB Back Mount

BLANK = NO OPTION  
HX Cold Weather Option (EM Only)

ISOLITE • [WWW.ISOLITE.COM](http://WWW.ISOLITE.COM)  
ISOLITE HEADQUARTERS • 800.888.5483 • 31 WATERLOO AVENUE, BERWYN, PA 19312  
ISOLITE WEST • 800.799.5343 • 3563 SUELDO SUITE M, SAN LUIS OBISPO, CA 93401

D-7.2.3.0-257 • REV-5 • 20210101  
SPECIFICATIONS AND DETAILS ARE SUBJECT TO CHANGE WITHOUT NOTIFICATION.  
CONTACT ISOLITE FOR UP TO DATE DETAILS.



Catalog #: \_\_\_\_\_ Project: \_\_\_\_\_  
Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_ Type: \_\_\_\_\_

# Scottsdale® Legacy (CRUS)

## LED Canopy Luminaire



| OVERVIEW             |                |
|----------------------|----------------|
| Lumen Package        | 5,000 - 22,000 |
| Wattage Range        | 38 - 152       |
| Efficacy Range (LPW) | 114 -156       |
| Weight lbs(kg)       | 23 (10.4)      |

### FEATURES & SPECIFICATIONS

#### Construction

- Features a ultra-slim 11/16” profile die-cast housing, with flat clear or diffused tempered glass lens. Unit is water-resistant, sealed and IP66 rated. Integral designed heat sink does not trap dirt and grime, ensuring cool running performance over the life of the fixture.
- Standard color is white and is finished with LSI's DuraGrip® polyester powder coat process. DuraGrip withstands extreme weather changes without cracking or peeling.
- Luminaire assembly incorporates a pressure stabilizing vent breather to prevent seal fatigue and failure.

#### Optical System

- Features an array of select, mid-power, high brightness, high efficiency LED; 3000K, 4000K, 5000K color temperature, 80 CRI (nominal).
- Choice of Symmetric or Asymmetric distribution. Asymmetric provides a wider distribution pattern. Optional symmetric with diffused lens also available.
- Diffuse lens available as an option to soften brightness of the luminaire.
- Six Lumen Packages: 5,000, 9,000, 10,000, 13,000, 18,000 and 22,000 Lumens.

#### Electrical

- High performance factory programmable driver features over-voltage, under voltage, short-circuit and over temperature protection with integral 6kV surge protection that meets IEEE C62.41.2 and ANSI C82.77-5 Location Category C Low

#### QUICK LINKS

- Ordering Guide
- Performance
- Photometrics
- Dimensions

- standards. Additional field replaceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2). Custom lumen and wattage packages available.
- Driver components are fully encased in potting for moisture resistance. Complies with IEC and FCC standards. 0-10 V dimming supplied standard with all drive currents.
- Die-cast aluminum, wet location rated driver/electrical enclosure is elevated above canopy deck to prevent water entry, provide easy “knock-out” connection of primary wiring and acts as the primary heatsink ensuring cool operation of internal components for longer life. Seals to optical housing via one-piece molded silicone gasket.
- Universal voltage power supply, 120-277 VAC, 50/60 HZ and 347-480 VAC, 50/60 HZ input.
- -40°C to 55°C (-40°F to 131°F) ambient operating temperature. (Varies based on lumen package and mounting style see performance data for specifics.)
- Minimum 60,000 to 100,000 hours depending upon the ambient temperature of the installation location (see performance data for specifics.)

#### Hazardous Location

- Designed for lighter than air fuel applications. Product is suitable for Class 1 Divisions 2 only when properly installed per LSI installation instructions. See lscorp.com for specific guidance. Not available on SLW.

#### Installation

- One-person installation.
- Installs in a 12” or 16” deck pan. Deck penetration consists of a 4” hole, simplifying installation and water sealing. Unit is designed to quickly retrofit into existing Scottsdale (4”) hole as well as openings for Encore and Encore Top Access and to reconnect wiring for the SC/ECTA without having to relocate the conduit.
- Retro panels are available for existing Encores as well as kits for recessed and 2x2 installations (see separate spec sheets). Support brackets are provided standard, to prevent sagging of deck.

#### Warranty

- LSI LED fixtures carry a 5-year warranty (contact your LSI representative for extended warranty options.)

#### Listings

- UL and ETL listed to UL 1598, UL 8750 and other U.S. and International safety standards. Suitable for wet locations.
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at [www.designlights.org/QPL](http://www.designlights.org/QPL) to confirm which versions are qualified.
- Meets Buy American Act requirements.
- IDA compliant with 3000K or lower color temperature.

FIXTURE TYPE \_\_\_\_\_  
PROJECT NAME \_\_\_\_\_  
LOCATION \_\_\_\_\_



## Zolo™ 5

SLIM INDOOR/OUTDOOR  
LED WASHER/GRAZER

Store in a Temperature-Controlled Environment.



### I Description

Zolo 5 is our most popular indoor/outdoor washer/grazer. With it's small form factor, great light output, and high customizability, it's sure to fit your project perfectly.

### I Features

- High Purity Tempered Glass
- Extruded Aluminum Alloy Housing
- Available in Titanium Gray, Black, or White Finish
- Multi-Volt 24VDC Remote Driver (Sold Separately)
- Daisy Chain Multiple Fixtures
- IP66 Outdoor Rated
- Louver Options Available

### I Specifications

|                 |                                 |
|-----------------|---------------------------------|
| Dimming Options | PWM, Triac, 0–10V, DMX 512, ELV |
| Input Voltage   | 24V DC/Constant Voltage         |
| Watts per Foot  | 8W/ft*                          |
| Lumen per Watt  | 100 lm/W                        |
| Lumen per Foot  | 800 lm/ft                       |
| Beam Spread     | 25°x40°, 30°x55°, 30°, 50°      |
| Max Run Length  | 12 ft                           |
| CRI             | 85*                             |
| Operating Temp. | -40°F (-40°C) to 140°F (60°C)   |

### I Product Code Builder

Item

Z5

Z5—Zolo 5

Length

1—11.81" (300mm)  
2—23.62" (600mm)  
3—35.43" (900mm)  
4—47.24" (1200mm)

Power\*

8W

8W—8W/ft

Temp/Color\*

27—2700K  
30—3000K  
35—3500K  
40—4000K

Beam Angle

2540—25°x40°  
3055—30°x55°  
30—30°  
50—50°

Mounting

S1—1" Stand Off  
S2—2" Stand Off  
CP—Mounting Clip  
GS—Ground Stake

Finish\*

TG—Titanium Gray  
BK—Black  
WH—White

Option

NA—None  
LV—Louver  
ALV—Asymmetric Louver

Example: Z5-1-8W-27-2540-S1-TG-NA

\* Customizable—Consult Factory

EXHIBIT B  
SITE PLAN