SYRACUSE CITY

Syracuse City Council
Work Session Notice
January 13, 2015 – 6:00 p.m.
Municipal Building, 1979 W. 1900 S.

Notice is hereby given that the Syracuse City Council will meet in a work session on Tuesday, January 13, 2015, at 6:00 p.m. in the large conference room of the Municipal Building, 1979 W. 1900 S., Syracuse City, Davis County, Utah. The purpose of the work session is to discuss/review the following items:

a. Review agenda for Council business meeting to begin at 7:00 p.m. (2 min.)

b. Seasonal wild land firefighter proposal. (5 min.)

c. Discussion regarding efficiency audit request for proposals (RFP). (10 min.)

d. Follow-up discussion: Cook Quarters Subdivision development standards. (10 min.)

e. Review agenda item 10: Irrigation Load Control Program. (10 min.)

f. Review agenda item 11: Award and authorize Administration to execute agreement with E.K. Bailey for 3000 West culinary and secondary waterline project. (5 min.)

g. Review items forwarded by Planning Commission: (10 min.)
   i. General Plan Amendment request from General Commercial to Planned Residential Development Zone, located at 1600 W. 1700 S., applicant Q-2 LLC.
   ii. General Plan Amendment request from Neighborhood Services and R-3 Residential to Professional Office Zone, located at 1407 S. 2000 W., applicant Q-2 LLC.
   iii. Rezone request from R-3 Residential to Professional Office Zone, located at 1407 S. 2000 W., applicant Q-2 LLC
   iv. Final Plan Approval Ninigret North II, located at approximately 1550 S. SR-193, R-3 Residential and GC General Commercial Zone.

h. Council business. (2 min.)

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In compliance with the Americans Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the City Offices at 801-825-1477 at least 48 hours in advance of the meeting.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Syracuse City limits on this 8th day of January, 2015 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 January 8, 2015.

CASSIE Z. BROWN, CMC
SYRACUSE CITY RECORDER
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COUNCIL AGENDA
January 13, 2015

Agenda Item **"b"** Seasonal wild land firefighter proposal

Factual Summation

- Any question regarding this agenda item may be directed at Fire Chief Froerer.

- The Fire Department plans to hire two seasonal wild land firefighters for the upcoming wildfire season of June 1 through September 30. The seasonal wild land firefighter position is approved in the wage scale, but we have not utilized the position since the 2013 fire season. We funded the position from the part-time firefighter budget in 2013. Since we have not specifically funded the two positions for their proposed season this fiscal year (FY2015), we wanted to make the City Council aware of our plan of additional staffing, with the understanding that their wages be paid from the part-time firefighter budget. Specifics of the proposal are explained in more detail in the packet insert.

- Please see attached supporting documentation provided by Chief Froerer.

Syracuse Seasonal Wild land Firefighter Proposal

The Fire Department proposes including 2 seasonal firefighters to support the wild land firefighting program we have established over the past three seasons.

During the last wildfire season Syracuse Fire Department had to refuse two deployment requests for our Water Tender due to inadequate staffing, as we will not compromise our ability to respond to local incidents to deploy a wild land fire resource.

Our current approved Syracuse City Wage Scale includes a Seasonal Firefighter position. This position was requested specifically for utilization during the wildfire season, June 1 through September 30 each year.

Request

Our request is for two seasonal firefighters per wild land fire season. Wage cost per firefighter follows:

Number	Rate	Cost/ 20 hr Week	Season	Minimum Cost/Season
1 Firefighter	$11.92	$238.40	17 weeks	$4052.80
2 Firefighters	$11.92	$476.80	17 weeks	$8105.60

When the seasonal firefighters are not deployed on a wildfire, they will fill their 20 hour week with equipment maintenance and hydrant maintenance flow tests.

During the wildfire seasons of 2012, 2013, and 2014, Syracuse firefighters deployed on 29 wildfires generating a gross revenue of $396,170.

The average revenue generated per wildfire based on those numbers is $13,661. Our wildfire response apparatus are Brush Engine 31 and Water Tender 31. The chart below shows the standard rate structure for deployed apparatus:

Unit	Staffing	Rate/Hour	Hrs/Day	Rate/Day
Brush Engine	2	$144	15	$2160
Water Tender	2	$145	15	$2175

Wildfire deployments can be anywhere from 1 day to 14 days, with the average deployment for Syracuse being 6 days.

Lost revenue potential occurs if we have a request for the Brush Engine or Water Tender and are unable to send it due to staffing. For the two incidents in 2014 noted above this is a difference of $27,322 (average). This more than makes up for the cost of having the seasonal wild land firefighters on the payroll.

COUNCIL AGENDA
January 13, 2015

Agenda Item **"c"** Discussion of Efficiency Audit RFP

Factual Summation

- Any question regarding this agenda item may be directed to Brody Bovero, City Manager

Background

- The City recently received responses to an RFI from firms that perform operational efficiency studies.
- A subcommittee of the City Council, including Council Members Lisonbee and Peterson, Mayor Palmer, Brody Bovero, and Steve Marshall, reviewed the responses and discussed the potential scope of work for an RFP.
- Below is an outline of the suggested RFP for the efficiency audit

Goals of the Study

- Improve level service within our current budget capabilities
- Ensure the organizational structure of the City is best suited for service to residents & businesses
- Eliminate waste

Suggested Areas of Study

- *Organizational Structure:* Examination of organization-wide structure and based on organizational goals and vision, recommend restructuring, expansion, and/or consolidation of services or departments as needed.

- *Personnel, Facilities, Technology:* Examination full and part-time staffing levels. Provide recommendations on changes that will improve service and reduce costs through changes in personnel restructuring, utilization of technology, or use of facilities

- *Information Technology:* Evaluate adequacy and efficiency of existing assets, including a security analysis. Recommend operational software, hardware, and management improvements to improve efficiency of city services and integrity of information security.

- *Utility Metering/Billing:* Examine efficiency of current metering and billing. Recommend most efficient and cost-effective method.

- *Records Management:* Evaluate city-wide records management systems and methods. Make recommendations to improve cost efficiency, and improve effectiveness in document storage and retrieval throughout the organization.

- *Customer Service for Businesses*: Examine customer response, communication, and timeliness issues in business-related permitting, approvals, and processes. Provide recommendations to improve customer service performance this area.

Cost Estimate
Based on the RFI responses, the committee believes that this scope of work could be performed in the $25,000 to $50,000 range.

Schedule
Upon receiving direction from the Council, the Administration will proceed with drafting an RFP and solicit bids, with intent to award a contract in February, with the goal to complete the study in time for the FY2016 Budget adoption.

COUNCIL AGENDA
January 13, 2015

Agenda Item **"d"** Follow-up discussion: Cook Quarter Subdivision development standards.

Factual Summation

- Mayor Palmer has met with Steven Cook since the December 9 discussion regarding the development standards being imposed on his subdivision. He will provide the Council with an update regarding the issue.

COUNCIL AGENDA

January 13, 2015

Agenda Item **"e"** **Irrigation Load Control Program**

Factual Summation

- Any questions about this agenda item can be directed to Robert Whiteley.
- Rocky Mountain Power has partnered with EnerNOC to provide an energy reduction incentive program, so named the Irrigation Load Control Program to eligible customers in Utah and Idaho.
- This program was developed to ease the burden of high peak power demands from irrigation pumping during June 1 to Sept 30.
- Those who choose to enroll in the program will earn cash incentives for temporarily reducing electricity use by shutting off irrigation pumps during peak demand periods. Incentive rates can be up to $25/kW savings, which is estimated at approximately $13,000/year for all three of our pump stations.
- There is no enrollment fee for Syracuse City to participate in the program.
- Load Control Events are determined and notification is made 24 hours in advance. Syracuse is given the option to participate during the event. Opting out has no penalties.
- Events can last up to four hours/day, but are limited to 52 hours per season.
- Agreement and Earnings estimates are attached.

Considerations

Enter into an Energy Management Agreement with EnerNOC in order to enroll in the program for a term of seven years.

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Energy Management Agreement

This Energy Management Agreement (this "EMA"), entered into on _____ (the "Effective Date"), is made by and between EnerNOC Inc., located at One Marina Park Drive, Suite 400, Boston, MA 02210 ("EnerNOC"), and Syracuse City, located at 1979 W 1900 S, Syracuse, UT 84075 ("Customer"). EnerNOC and Customer are referred to herein collectively as the "Parties" and each individually as a "Party" to this EMA.

1. **Solutions.** This EMA is a master agreement between the Parties and sets forth the terms and conditions that will govern the rights, responsibilities, and obligations of the Parties with respect to the provision of the solutions (the "Solutions"), the scope of which are described in the applicable statements of work attached hereto (each a "SOW" and together with this EMA, the "Agreement"). EnerNOC will provide the Solutions in accordance with the Agreement and the applicable SOW. Each time Customer desires to procure any of the Solutions from EnerNOC, EnerNOC and Customer will execute a SOW that specifies, among other things, a description of the Solutions to be provided, the compensation for those Solutions, and any other details related to the engagement.

2. **Use and Access License.** For the duration of the term of any duly executed SOW, EnerNOC grants to Customer a limited, revocable, non-transferrable (except as set forth herein) and non-exclusive right to use and access (including through remote means) the Solutions solely for Customer's internal business operations and subject to the terms of this EMA and the applicable SOW. Without limiting the terms of the Agreement, Customer agrees not to decompile, disassemble, reverse engineer or otherwise attempt to perceive the source code relating to the Solutions or any web-based portal relating thereto or assign, sublicense, sell, resell, lease or otherwise transfer, convey, or pledge as security or encumber, any right in the Solutions. Except as expressly permitted herein, Customer agrees that it shall not receive any right, title or interest in, or any license or right to use or access, the Solutions or any patent, copyright, trade secret, trademark or other intellectual property rights therein by implication or otherwise.

3. **Term.** This EMA shall commence on the Effective Date and continue until terminated in accordance with the terms herein (the "Term").

4. **Confidentiality.**

   a. ***Nondisclosure to Third Parties.*** In providing the Solutions under the Agreement, each Party will be exposed to certain Confidential Information (as hereinafter defined) of the other Party. Each Party on its own behalf and on behalf of its employees, contractors and agents (collectively, "Representatives") agrees not to, except as required by applicable law or regulation, use or disclose such Confidential Information without the prior written consent of the other Party, either during or after the Term. To protect Confidential Information, each Party agrees to: (i) limit dissemination of Confidential Information to only those Representatives having a "need to know"; (ii) advise each Representative who receives Confidential Information of the confidential nature of such information; and (iii) have appropriate agreements, policies and/or procedures in place with such Representatives sufficient to enable compliance with the confidentiality obligations contained herein. The term "Confidential Information" means all information, including, without limitation, any trade secrets, which is disclosed, either orally or in written form, by either Party or its Representatives and shall be deemed to include: (x) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by either Party or its Representatives which contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to a receiving Party or its Representatives pursuant hereto; and (y) any information concerning the business relationship between the Parties.

   b. ***Use of Confidential Information.*** Customer acknowledges that EnerNOC may receive Confidential Information of Customer from the applicable independent system/grid operator and/or utility, through data collected through the Solutions or otherwise, which may be used or disclosed by EnerNOC as necessary for the performance of the Agreement.

5. **Aggregate Data Collection and Usage.** Customer acknowledges and agrees that EnerNOC may: (i) collect, process and aggregate any data used with, stored in, or related to the Solutions, including, without limitation, end-user energy usage and demand data, and create aggregate data records ("Aggregate Data") by removing any personally identifiable information ("PII") from the underlying data; (ii) use such Aggregate Data to improve the Solutions, develop new solutions, understand actual energy usage and demand trends and general industry trends, develop white papers, reports, or databases summarizing the foregoing, and generally for any legitimate purpose related to EnerNOC's business; and (iii) share Aggregate Data with third parties or publish any reports, white papers, or other summaries based on Aggregate Data.

6. **Logo Authorization.** In connection with the Agreement, Customer hereby consents to EnerNOC's use of Customer's name and logo in EnerNOC's promotional materials, including, but not limited to, website, presentations and other printed materials. EnerNOC acknowledges that Customer is the owner of all right, title and interest in and to Customer's name and logo and shall not take any action that is inconsistent with such ownership.

7. **Limitation on Liability.** Except for breaches of confidentiality, EnerNOC's liability hereunder is limited to direct actual damages as the sole and exclusive remedy, and total damages under the Agreement shall not exceed $100,000.00. In no event shall either Party, its parent, officers, directors, partners, shareholders, employees or affiliates, or any contractor or subcontractor or its

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employees or affiliates, be liable to the other Party for special, indirect, exemplary, punitive, incidental or consequential damages of any nature whatsoever connected with or resulting from the Solutions or from performance or non-performance of obligations under the Agreement, including without limitation, damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability contract, operation of law or otherwise.

8. **Warranty Limitations.** IF THE SOLUTIONS BECOME OR ARE LIKELY TO BECOME THE SUBJECT OF ANY THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIM OR ACTION, ENERNOC MAY, AT ENERNOC'S SOLE OPTION, EITHER: (I) REPLACE SUCH SOLUTIONS WITH AN EQUALLY SUITABLE SOLUTION FREE OF INFRINGEMENT; (II) MODIFY OR OBTAIN A LICENSE FOR THE SOLUTIONS SO THAT THEY NO LONGER INFRINGE ON ANY RIGHTS; OR (III) AFTER ENERNOC HAS DEMONSTRATED ITS GOOD FAITH EFFORTS TO ACHIEVE THE FOREGOING WITHOUT SUCCESS, TERMINATE THE APPLICABLE SOW. EXCEPT AS PROVIDED HEREIN, THE SOLUTIONS (AND ANY SOFTWARE, HARDWARE, OR OTHER COMPONENT THEREOF) ARE PROVIDED AS IS WITHOUT ANY WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

9. **Choice of Law.** The Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Utah, without giving effect to choice of law rules.

10. **Miscellaneous.** Customer may not assign any of its rights or delegate any of its performance obligations hereunder without the prior written consent of EnerNOC; except that Customer may assign the Agreement to its successor or any entity acquiring all or substantially all of the assets of Customer by providing EnerNOC with written notice promptly following the acquisition date. The Agreement, including all exhibits, attachments and SOWs, constitutes the entire agreement between Customer and EnerNOC and may only be amended in writing signed by each of the Parties. In the event of any conflict between this EMA and a SOW, the terms of this EMA shall control with respect to the applicable SOW. If any of its provisions shall be held invalid or unenforceable, the Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. The Agreement shall be binding upon the Parties together with their successors and permitted assigns. Each Party shall be responsible for its Representatives' compliance with the Agreement. Customer shall promptly notify EnerNOC in writing of any changes occurring during the Term to the Customer address(es) set forth in this EMA.

11. **Taxes.** Fees, costs, and expenses described in the Agreement do not include any sales, use, personal property, duty, levy, or similar governance charge, value added or good/services taxes. EnerNOC may include applicable taxes as separate items on Customer's invoice, and Customer shall be responsible to pay and/or reimburse EnerNOC for all taxes (other than taxes based on EnerNOC's income), unless Customer has provided adequate evidence of exemption upon execution of this EMA or the applicable SOW. If withholding of taxes is required by any government, Customer shall remit such taxes in accordance with applicable law, gross up the applicable payment amounts so that EnerNOC receives the full amount of fees invoiced, and provide EnerNOC with applicable evidence of withholding.

12. **Force Majeure.** The Parties shall be excused for any failure or delay in the performance of their obligations hereunder due to acts of God or any other legitimate cause beyond their reasonable control.

13. **Termination.** Either Party may terminate this EMA (i) in the event of the other Party's material breach of this EMA or any SOW, provided that the breaching Party fails to cure the specific breach within thirty (30) days following date of written notice from the non-breaching Party specifying the purported breach; (ii) immediately upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the other Party's debts; or (iii) for convenience by giving the other Party sixty (60) days prior written notice; provided, however, that neither Party may terminate this EMA so long as any SOW executed by the Parties hereunder remains in effect.

14. **Notices.** Any notices required or permitted to be given hereunder by either Party to the other Party shall be given in writing by: (i) personal delivery; (ii) bonded courier or nationally recognized overnight delivery company; or (iii) electronic mail. If notice is given by personal delivery, bonded courier or nationally recognized overnight delivery company, such notice shall be addressed to the Parties as follows (or to such other addresses as the Parties may request in writing by notice given pursuant to this Section): to EnerNOC at EnerNOC, Inc., Attn: Legal Department, One Marina Park Drive, Suite 400, Boston, MA 02210; and to Customer at Syracuse City, 1979 W 1900 S, Syracuse, UT 84075. If notice is sent by electronic mail, such notice shall be sent to EnerNOC at contractmanagement@enernoc.com; and/or to Customer at rmills@syracuseut.com.

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IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this EMA by their authorized representatives as of the Effective Date.

EnerNOC, Inc.		**Syracuse City**	
Name:	_____	Name:	Ryan Mills
Title:	_____	Title:	_____
Signature:	_____	Signature:	_____

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Demand Response
Statement of Work

This Statement of Work (this "SOW"), entered into on _____ (the "SOW Effective Date"), is made by and between EnerNOC Inc., located at One Marina Park Drive, Suite 400, Boston, MA 02210 ("EnerNOC"), and Syracuse City, located at 1979 W 1900 S, Syracuse, UT 84075 ("Customer"). Unless otherwise defined herein, capitalized terms in this SOW shall have the meanings given to them in the Energy Management Agreement by and between the Parties effective as of _____ (the "EMA"), the terms and conditions of which are hereby incorporated by reference.

1. **Term.** This SOW shall commence on the SOW Effective Date and continue until 9/30/2022, unless earlier terminated in accordance with the terms herein (the "SOW Term"). Notwithstanding the foregoing, if Customer is enrolled in a Program (as defined below) with a Program Period (as defined in the Program Rule Attachment(s) attached hereto) that would otherwise extend beyond the SOW Term, then the SOW Term with respect to such Program shall be extended until the end of such Program Period.

2. **Enablement.** If required by EnerNOC for Customer's use and access to the Solutions, Customer shall, within twelve (12) days following execution by the Parties of this SOW, provide EnerNOC with reasonable access to install an EnerNOC site server ("ESS") that allows for Internet-based power metering, data collection, near real-time data communication, and Internet-based reporting and analytics for each Customer facility address identified on the Site Address Attachment attached hereto (each a "Site Address"). In the event that cellular connectivity is required but not feasible, Customer shall provide either a static or non-static, as applicable, Internet Protocol (IP) address and Local Area Network (LAN) access that allows for Internet-based communication of a Site Address' energy consumption and/or any other required performance or building management system data. Customer agrees to collaborate with EnerNOC in a timely manner in testing, enabling and maintaining the installed ESS, the Solutions, and any other components of the EnerNOC system ("EnerNOC System"). If required for any Site Address(es), as determined solely by EnerNOC and indicated on the Site Address Attachment, the Parties shall execute an EnerNOC System enablement plan ("Enablement Plan") for such Site Address(es), the terms of which shall be attached to this SOW.

3. **Demand Response Solutions.** EnerNOC agrees to provide Customer with the following Solutions at each Site Address:

   a. ***Demand Response.*** EnerNOC will manage Customer's participation in the demand response programs further described in the Program Rule Attachment(s) attached hereto ("Programs") by:
      - working with Customer to develop an appropriate energy curtailment plan for Customer's business;
      - working with Customer to facilitate necessary air regulatory filings on Customer's behalf as required by federal or national law, as applicable, in order to utilize on-site generation in connection with Customer's participation in the Program (s);
      - registering Customer's Accepted Capacity (as defined in the Program Rule Attachment(s));
      - managing Customer's curtailable electrical capacity in the Programs and upon notification by EnerNOC and acceptance by Customer, provide real-time support to Customer during demand response events ("Demand Response Events");
      - reconciling all Program payments;
      - enabling data transfer, monitoring and reporting of meter data through the EnerNOC System and providing technical assistance, maintenance, repair and hosting of the EnerNOC System; and
      - as necessary, coordinating with Customer's host utility to capture kilowatt-hour (kWh) pulses from Customer's primary utility meter to provide Customer near real-time, Internet-enabled power monitoring.

4. **Payments.**

   a. ***Enablement Fee.*** For each Site Address, Customer shall pay to EnerNOC a one-time enablement fee equal to the following (the "Enablement Fee"):

      i. If the Site Address does not have an associated Enablement Plan, then the Enablement Fee shall be the amount set forth opposite each Site Address on the Site Address Attachment. Such Enablement Fee is calculated according to the number of meters to be installed as listed in the Site Address Attachment. If additional meters are required to provide the Solutions herein, then the Enablement Fee shall be increased by $5,000.

      ii. If the Site Address does have an associated Enablement Plan, then the Enablement Fee shall be the amount agreed to in such Enablement Plan and both Parties acknowledge and agree that the Enablement Fee listed in the Site Address Attachment is a good faith best estimate only.

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b. ***Payment Timing***. Customer will be invoiced following ESS installation at a Site Address for the Enablement Fee at such Site Address, and payment shall be due and payable to EnerNOC within thirty (30) days following the invoice date.

c. ***Demand Response Payments.*** In connection with Customer's participation in the Programs, EnerNOC shall make payments to Customer in the amounts and in accordance with the payment terms set forth in the Program Rule Attachment(s)

d. ***Non-Payment.*** In the event that Customer fails to make payment to EnerNOC for undisputed amounts due within the time period prescribed hereunder, EnerNOC may (i) immediately suspend Customer's access to the Solutions and all related services until payment is received by EnerNOC if payment is past-due by more than ten (10) business days; (ii) offset unpaid amounts due against any demand response payments to Customer; and/or (iii) terminate this SOW if Customer's non-payment continues for more than thirty (30) days following date of written notice of non-payment from EnerNOC. Such remedies are in addition to any legal or equitable remedies available to EnerNOC.

5. Customer Support Requirements.

a. ***Representations and Warranties.*** Customer holds all applicable licenses and/or permits not otherwise facilitated by EnerNOC pursuant to the Agreement that are required for the proper participation in the Program, including any local licenses and/or permits necessary to utilize on-site electric generation.

b. ***Demand Response Performance.*** Customer has the intent and ability to generate and/or reduce electrical demand to achieve Accepted Capacity at each Site Address when notified by EnerNOC during Demand Response Events. Customer and EnerNOC understand that the curtailable electrical capacity identified in the Site Address Attachment does not represent Accepted Capacity and is solely the Parties' best estimate of performance and that Accepted Capacity may vary.

c. ***General Support Requirements.*** Customer agrees to provide or cause to be provided to EnerNOC contact, billing and energy usage data, and facility information concerning each Site Address ("Customer Data") as is necessary to support the Solutions, including, but not limited to: (i) at least twelve (12) months of historical utility bills and supply contracts; (ii) any account/supply point data including, without limitation, account numbers, meter serial numbers, meter identifiers, and change of tenancy information; (iii) square footage, operating hours (including holiday schedules) and average occupancy for each Site Address; (iv) major heating ventilation and air conditioning equipment, lighting type used, and any other significant equipment for each Site Address; (v) a contact list for all key personnel; and (vi) a letter of authorization or such other form as may be necessary for EnerNOC to act on behalf of Customer and interface directly with Customer's utility companies. Customer (x) represents that it has the right to provide Customer Data to EnerNOC and will provide Customer Data to EnerNOC in compliance with applicable legal requirements; (y) authorizes EnerNOC to use, copy, store, modify and display Customer Data for Customer's benefit and as expressly set forth in Section 5 of the EMA; and (z) authorizes EnerNOC to access Customer Data to provide quality assurance, perform software maintenance, and deliver customer service and technical support. During the SOW Term and for thirty (30) days following expiration or termination of this SOW, EnerNOC will preserve and maintain Customer Data. Thereafter, EnerNOC will have no obligation to preserve or return any Customer Data.

6. General Terms.

a. ***Provider Limitation.*** Customer agrees not to contract with any other provider of the Solutions during the SOW Term.

b. ***Payments to Utilities or Other Suppliers.*** In no event shall EnerNOC or its affiliates, directors, employees and agents (collectively, the "Indemnified Parties") be responsible or liable for payment of any utility bill of Customer or any amount Customer may owe to any utility or other supplier. To the fullest extent permitted by law, Customer shall defend and indemnify, at its own expense, any third party claim against the Indemnified Parties, that arise due to any allegation that the Indemnified Parties are responsible for payment of any utility bill of Customer or a portion thereof, or any other amounts due by Customer to any utility or other supplier. In connection with the foregoing indemnification obligations, Customer shall pay reasonable legal fees as incurred and such damages or costs as are finally awarded against EnerNOC or agreed to in settlement for such claim.

c. ***Termination.*** Either Party may terminate this SOW (i) in the event of the other Party's material breach of this SOW, provided that the breaching Party fails to cure the specific breach within thirty (30) days following date of written notice from the non-breaching Party specifying the purported breach; (ii) immediately upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the other Party's debts; (iii) if the Program is materially altered, suspended or ended; or (iv) with respect to a Program in accordance with the terms set forth in the Program Rule Attachment for such Program.

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IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this SOW by their authorized representatives as of the SOW Effective Date.

EnerNOC, Inc.		**Syracuse City**	
Name:	_____	Name:	Ryan Mills
Title:	_____	Title:	_____
Signature:	_____	Signature:	_____

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Program Rule Attachment A
Irrigation Load Control

1. **Program Description.** Rocky Mountain Power's ("RMP") Irrigation Load Control ("ILC") enables Program participants to receive revenue for being available to reduce electricity consumption when demand for electricity is high and system reliability is at risk.

2. **Program Rules.** The terms of this SOW will reflect ILC Program terms and conditions, which may be amended from time to time by RMP, and the current terms of which are summarized in the table below:

Program Availability	The Program year will run from June 1 through September 30 ("Program Year"). During the Program Year, Program events ("Program Events") may be called (i) between the nearest Monday on or before June 15 and the nearest Friday on or after August 15, yielding ten (10) weeks ("Program Period") and (ii) during non-holiday weekdays from 12:00 p.m. to 8:00 p.m. Mountain Time ("Program Hours"). In addition, RMP may call voluntary events during the Program Year, ("Voluntary Events") that are outside Program Hours, the Program Period, or in excess of the maximum event frequency for a given Program Period. Customer's performance during Voluntary Events will not impact the calculation of Customer's Delivered Capacity, but Customer will earn Energy Payments as defined in Section 4(a)(ii) below in accordance with Customer's performance during any Voluntary Events. Program Events, Voluntary Events, and Test Events (as defined below) are collectively referred to herein as "Demand Response Events."
Program Enrollment	Enrollment for the Program takes place daily during the Program Year.
Event Trigger	Program Events may be called at RMP's discretion, and they are typically coincident with emergency conditions or peak demand on the electric grid.
Advanced Notification	Customers will be notified the day before a Program Event. Notification will specify the clock time at which the Program Event will begin (the "Event Start Time") and may also include the best estimate of the clock time that a Program Event will end (the "Event End Time"). Customers may be notified of Voluntary Events on the day of the Voluntary Event.
Event Frequency & Duration	There is a maximum of twenty (20) Program Events in a Program Period, with event duration ranging from a minimum of one (1) hour to a maximum of four (4) hours. There is a maximum of one (1) Program Event per day, twelve (12) hours per week and fifty-two (52) hours for the Program Period. Voluntary Events are not subject to the foregoing frequency and duration limitations.
Testing	During each Program Year RMP may schedule one test event (a "Test Event") having a duration of no more than one (1) hour. Test Events will not count towards the Program Event limitations set forth above or payments.

Customer shall be considered enrolled in the Program and eligible to earn demand response payments as of the date indicated in the Program enrollment notification sent by EnerNOC to Customer; provided that Rocky Mountain Power has approved enrollment.

3. **Customer Capacity.**

   a. ***Accepted Capacity.*** For the purposes of this SOW, "Accepted Capacity" shall be the average of electric demand as measured by the ESS and as calculated during all Program Hours over the course of the Program Period, excluding Program Event days. An estimate of Accepted Capacity shall be determined based on analysis of Customer operations, consumption data and acceptance testing. Customer agrees that the Accepted Capacity may be adjusted by EnerNOC in the future to reflect Program rules, regulations and/or other relevant information.

   b. ***Delivered Capacity.*** At the end of the Program Period, "Delivered Capacity" will be either (i) Accepted Capacity, if a Program Event has not been initiated during the Program Period, or (ii), shall be determined as the product of (i) Accepted Capacity and (ii) the Participation Factor (as defined below), in the event a Program Event has been initiated during the Program Period.

   c. ***Participation Factor.*** For purposes of this SOW, "Participation Factor" equals (i) the number of Program Events in which

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Customer performed, divided by (ii) the number of Program Events dispatched during the Program Period. Non-performance during a Program Event is considered to occur when Customer either (i) informs EnerNOC of non-participation in a specific Program Event, or (ii) does not reduce demand to 0 kilowatts for the duration of the Program Event. If there are greater than three (3) Program Events in a Program Period, the Participation Factor shall be proportional to the number of Program Events in which Customer performed. If there are three (3) Program Events in a Program Period, and Customer performs in at least one (1) Program Event, the Participation Factor shall be no less than 75%. If there are fewer than three (3) Program Events in a Program Period, the Participation Factor shall be no less than 75%.

4. **Payments.**

a. ***Payments to Customer.***

i. ***Capacity Payments.*** EnerNOC will pay the Customer $23.00 per kilowatt per Program Year, multiplied by the Delivered Capacity ("Capacity Payments"); provided that in the event the total sum of all Customers' Accepted Capacity enrolled in the Program during a given Program Year exceeds one hundred twenty-five (125) MW, Customer will be paid a bonus of $2.00 per kilowatt for such Program Year.

ii. ***Energy Payments.*** For Voluntary Events, EnerNOC will pay Customer 100% of Energy Payments available from RMP in connection with Customer responding to a Voluntary Event when notified by EnerNOC ("Energy Payments").

iii. ***Underperformance.*** In no event shall Customer be penalized for underperformance or non-performance, other than to have future payments reduced to reflect Delivered Capacity as described in Section 3(b) above.

b. ***Payment Timing.*** EnerNOC shall make all payments associated with Customer's participation in the ILC annually at the end of the Program Year, and such payment shall be made within forty-five (45) days of EnerNOC's receipt of total annual payment from RMP.

5. **Additional Terms.**

a. ***Load Shifting.*** Customer hereby acknowledges and agrees that as a condition to participation in the Program, Customer will not shift irrigation loads between Site Addresses served by RMP or change operating behavior for the express purpose of affecting Accepted Capacity or Delivered Capacity during the Program Period. In the event EnerNOC determines, in its sole discretion, that Customer is in violation of the foregoing covenant, EnerNOC may immediately terminate this SOW.

b. ***Program Participation.*** EnerNOC reserves the right to reduce Customer's Accepted Capacity to zero (0) kW and/or terminate this SOW in the event that either (i) capacity is not available in the Program for a given Program Period or (ii) Customer alters, disassembles, or disconnects an ESS.

ENERNOC
Get More From Energy

Site Address Attachment
Site Addresses

Site Name	Site Address	Enablement Fee	# of Meters	# of Ancillary Data Streams	Enablement Plan Required (Yes/No)?	Demand Response Program Attachment	Estimated Capacity (kW)
Syracuse City - Freeport Pumping Station	F1 Freeport Center Clearfield, Clearfield 84015	$0	0	0	No	A	203
Syracuse City - Jensen Pumping Station	3200 South Bluff Road Syracuse, UT 84075	$0	0	0	No	A	177
Syracuse City - Bluff Pumping Station	1801 South Bluff Road Syracuse, UT 84075	$0	0	0	No	A	203

Irrigation Load Control Earnings Estimate

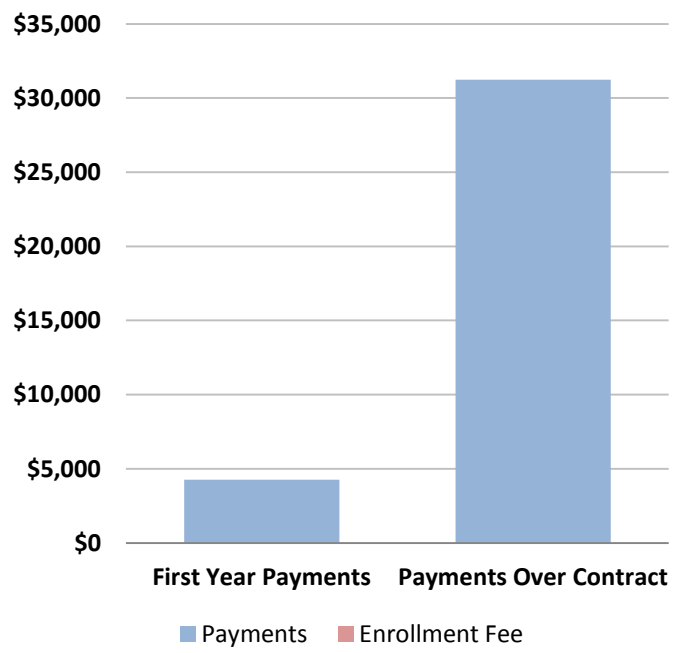
Prepared for:
Ryan Mills
Water Superintendent, Syracuse City
RE: Irrigation Load Control at Syracuse City

George Neble
Irrigation Account Manager
617-535-7492
gneble@enernoc.com

Total Demand Response Earnings Estimate: $31,236

Financial Benefit Including Equipment Installation: $51,236

Estimated Payments



Payment Detail

Payment Period (Years)	**7 years**
Electricity Reduction (kW)	**203 kW**
Average kW per Pump	**51 kW**
Expected Price per kW (including bonus)	**$21**
Estimated Annual Payment	**$ 4,259**
Estimated Annual Payment @ 80% availability	*$ 5,011*
Year 1 Capacity Payments	$4,259
Future Years Estimated Capacity Payments	$26,976
Total Expected Capacity Payments	**$31,236**
(One-time enrollment fee)	$0
Total Demand Response Payments	**$31,236**

Additional Considerations

Number of EnerNOC Site Server(s)	4
Value of EnerNOC Site Server(s)	$20,000

Additional Benefits

- **Free real time energy meters**
- **Free meter installation & maintenance**

- **Online access to your real time energy usage through the DemandSMART™ portal**

- **Protect your operation and your community**

- **Avoided electricity costs**

Estimated earnings estimate valid for 30 days. Final payments determined by average availability and participation at the end of each season.

Irrigation Load Control Earnings Estimate

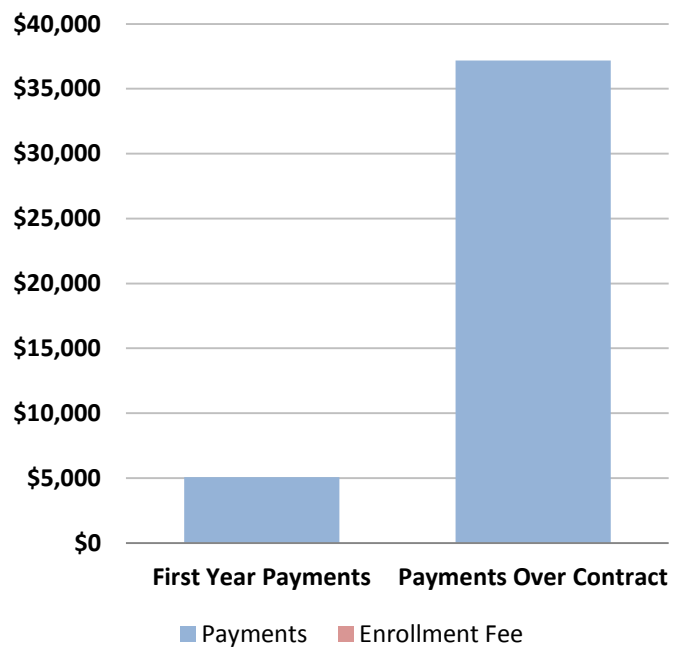
Prepared for:
Ryan Mills
Water Superintendent, Syracuse City
RE: Irrigation Load Control at Syracuse City

George Neble
Irrigation Account Manager
617-535-7492
gneble@enernoc.com

Total Demand Response Earnings Estimate: $37,186

Financial Benefit Including Equipment Installation: $47,186

Estimated Payments



Payment Detail

Payment Period (Years)	**7 years**
Electricity Reduction (kW)	**203 kW**
Average kW per Pump	**101 kW**
Expected Price per kW (including bonus)	**$25**
Estimated Annual Payment	**$ 5,071**
Estimated Annual Payment @ 80% availability	*$ 5,966*
Year 1 Capacity Payments	$5,071
Future Years Estimated Capacity Payments	$32,115
Total Expected Capacity Payments	**$37,186**
(One-time enrollment fee)	$0
Total Demand Response Payments	**$37,186**

Additional Considerations

Number of EnerNOC Site Server(s)	2
Value of EnerNOC Site Server(s)	$10,000

Additional Benefits

- **Free real time energy meters**
- **Free meter installation & maintenance**

- **Online access to your real time energy usage through the DemandSMART™ portal**

- **Protect your operation and your community**

- **Avoided electricity costs**

Estimated earnings estimate valid for 30 days. Final payments determined by average availability and participation at the end of each season.

Irrigation Load Control Earnings Estimate

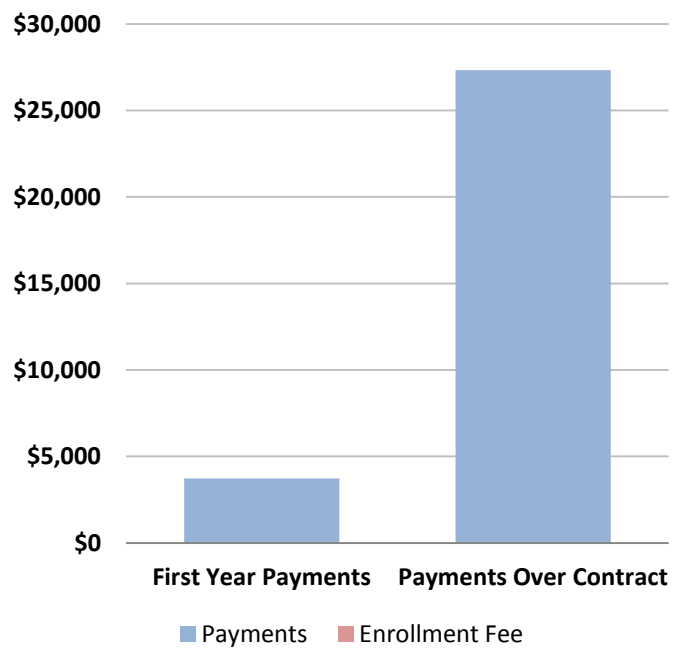
Prepared for:
Ryan Mills
Water Superintendent, Syracuse City
RE: Irrigation Load Control at Syracuse City

George Neble
Irrigation Account Manager
617-535-7492
gneble@enernoc.com

Total Demand Response Earnings Estimate: $27,331

Financial Benefit Including Equipment Installation: $37,331

Estimated Payments



Payment Detail

Payment Period (Years)	**7 years**
Electricity Reduction (kW)	**177 kW**
Average kW per Pump	**89 kW**
Expected Price per kW (including bonus)	**$21**
Estimated Annual Payment	**$ 3,727**
Estimated Annual Payment @ 80% availability	*$ 4,385*
Year 1 Capacity Payments	$3,727
Future Years Estimated Capacity Payments	$23,604
Total Expected Capacity Payments	**$27,331**
(One-time enrollment fee)	$0
Total Demand Response Payments	**$27,331**

Additional Considerations

Number of EnerNOC Site Server(s)	2
Value of EnerNOC Site Server(s)	$10,000

Additional Benefits

- **Free real time energy meters**
- **Free meter installation & maintenance**

- **Online access to your real time energy usage through the DemandSMART™ portal**

- **Protect your operation and your community**

- **Avoided electricity costs**

Estimated earnings estimate valid for 30 days. Final payments determined by average availability and participation at the end of each season.

COUNCIL AGENDA

January 13, 2015

Agenda Item **"f"** Award and authorize Administration to execute agreement with E.K. Bailey for 3000 West culinary and secondary waterline project.

Factual Summation

- Any question regarding this agenda item may be directed at Public Works Director Whiteley.
- Please see attached supporting documentation provided by Mr. Whiteley.

Recommendation

Authorize Administration to execute agreement with E.K. Bailey for 3000 West culinary and secondary waterline project.

January 6, 2015

Mr. Brody Bovero, City Manager
Syracuse City Corporation
1979 West 1900 South
Syracuse, Utah 84075

Re: Recommendation for Award of Contract
3000 West Culinary & Secondary Waterline Project

Dear Brody:

Enclosed is the bid tabulation for the bids opened January 6, 2015 for the above referenced project. This project will replace the old 4" secondary water main with a new 8" secondary water main and abandon an 8" culinary water main on 3000 West from 700 South north to the City border (200 South).
The low bidder and bid amount are as follows:

Low Bidder: E. K. Bailey Construction, Inc.
1243 North Washington Blvd
Ogden, Utah 84414
Telephone: (801)-645-0058
Bid Amount: $394,195.63
Engineer's Probable Cost Opinion: $570,000.00

We have reviewed the submitted bid from all bidders and recommend awarding the contract to E. K. Bailey Construction, Inc.

Sincerely,

Robert Whiteley
Public Works Director

MEMORANDUM

To: Mayor and City Council
From: Public Works Department
Date: January 6, 2015
Subject: Bid Award for 3000 West Culinary & Secondary Waterline Project

Background:
This culinary and secondary waterline project is one that was identified on our list presented to city council as a high priority due to the age and restrictions the existing undersized lines place on the system. This project will involve the replacement of an existing 4" secondary main with an 8" main and abandonment of an existing 8" culinary main on 3000 West from 700 South north to the City border (200 South).

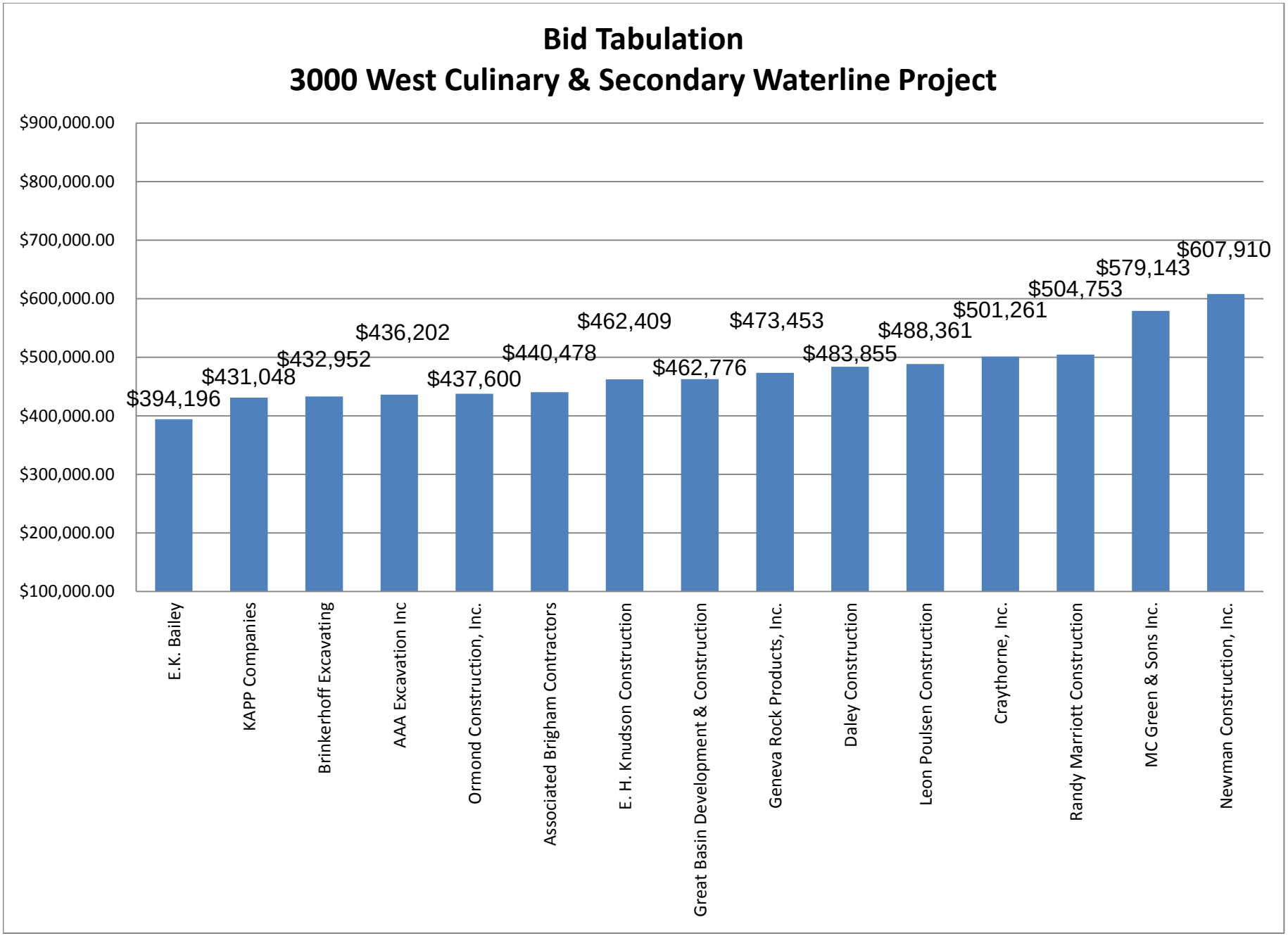
Public Works is pleased with the bid results and recommends awarding the project to E. K. Bailey Construction, Inc.

Schedule:
The construction will begin as soon as contract documents are in place and will be completed by early summer of 2015.

Cost:
The bid amount for the total project was $394,195.63 and the funding breakdown is as follows:

	Culinary Capital	Secondary Capital	Sewer Capital	
Total	$151,360.04	$236,033.87	$6,801.72	$394,195.63
Budget	$251,000.00	$410,000.00	$10,000.00	$671,000.00
Difference	$99,639.96	$173,966.13	$3,198.28	$276,804.37

Recommendation:
We recommend that the bid be awarded to E. K. Bailey Construction, Inc.


Bid Tabulation
3000 West Culinary & Secondary Waterline Project
$900,000.00
$800,000.00
$700,000.00
$600,000.00
$500,000.00
$400,000.00
$300,000.00
$200,000.00
$100,000.00
$394,196
$431,048
$432,952
$436,202
$437,600
$440,478
$462,409
$462,776
$473,453
$483,855
$488,361
$501,261
$504,753
$579,143
$607,910
E.K. Bailey
KAPP Companies
Brinkerhoff Excavating
AAA Excavation Inc
Ormond Construction, Inc.
Associated Brigham Contractors
E. H. Knudson Construction
Great Basin Development & Construction
Geneva Rock Products, Inc.
Daley Construction
Leon Poulsen Construction
Craythorne, Inc.
Randy Marriott Construction
MC Green & Sons Inc.
Newman Construction, Inc.

SYRACUSE CITY CORPORATION

3000 WEST CULINARY & SECONDARY WATERLINE PROJECT

SYRACUSE EST. CITY 1935

DECEMBER 2014

LAST UPDATED: DECEMBER 1, 2014

DRAWN BY: BB

3000 WEST CULINARY & SECONDARY WATERLINE PROJECT

COVER

SYRACUSE EST. CITY 1935

WO 2015-01

SHEET: 1 OF 16

COUNCIL AGENDA

January 13, 2015

Agenda Item # **g.i** **General Plan Amendment**
General Commercial to Planned Residential
1600 W 1700 S requested by Q-2 LLC

Factual Summation

Please see the attached:

a. General Plan Maps & Resolution 15-01

Any question regarding this agenda item may be directed at Sherrie Christensen, Community & Economic Development Director.

Background

The current general plan designation for this parcel is General Commercial. The applicant has requested to break up the parcel and zone the northern part as Planned Residential Development while leaving a little over one half acre along Antelope Drive in the General Commercial zoning. The applicant has indicated intent to develop a 55 and older patio home community. A rezone will also be required upon approval of this application.

The applicant requested both portions of his property adjacent to Banbury Dr. be General Planned PRD. The Planning Commission did not feel that the PRD zone was appropriate for the west side of Banbury. The applicant requested a recommendation on the east portion of the property and will amend his application to address a more suitable zone for the west parcel.

Recommendation

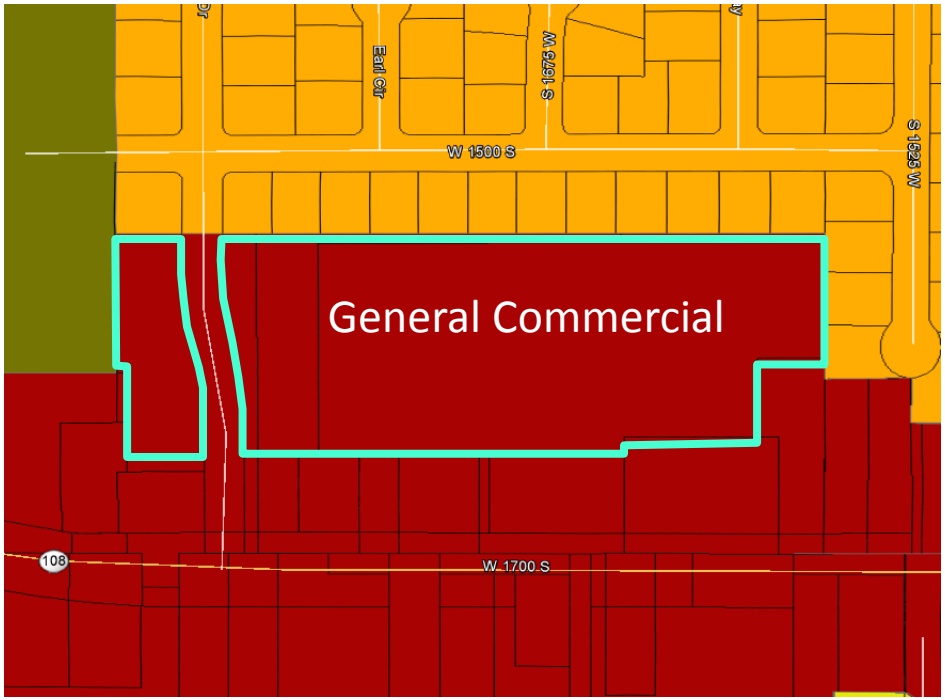
The Planning Commission recommends approval to the City Council for the General Plan Amendments for the following:

Property owned by Q-2, LLC, at approximately 1600 W 1700 S, from General Commercial to PRD (Planned Residential Development), subject to all applicable requirements of the City's municipal codes

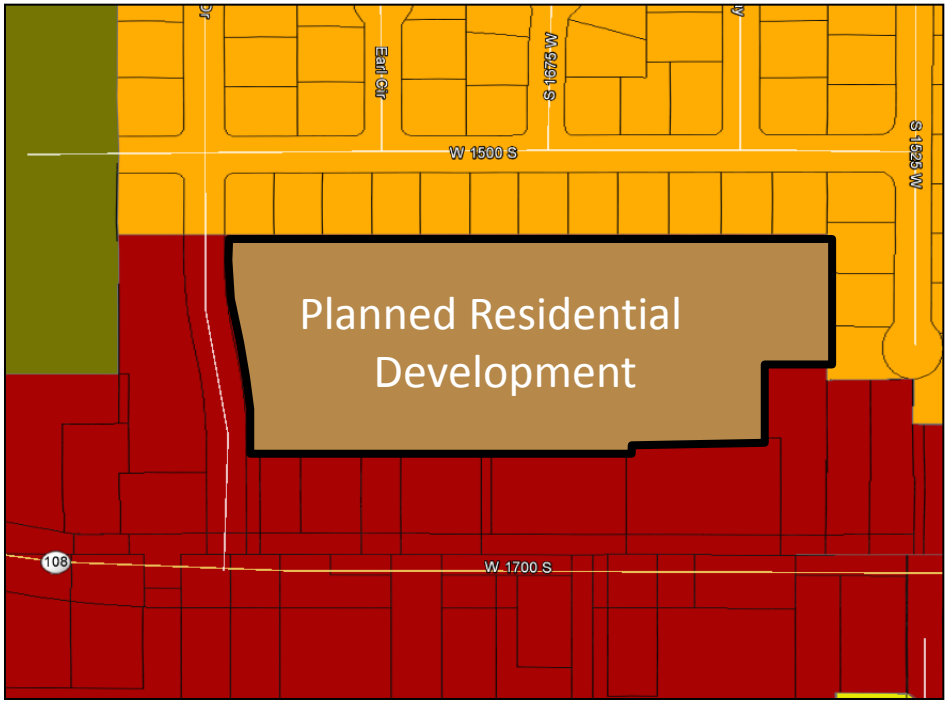
General Plan PC Recommendation
Q-2 LLC 1600 W 1700 S

N

Existing General Plan Map



General Plan Request



- Agriculture A-1
- R-1 (2.90 dwellings per net acre)
- R-2 (3.79 dwellings per net acre)
- R-3 (5.44 dwellings per net acre)
- PRD (8.0 dwellings per net acre)
- R-4 (14.52 dwellings per net acre)
- Professional Office
- Commercial II
- General Commercial Zone
- Industrial Zone
- Town Center Overlay Zone
- Sensitive Overlay Zone
- RDA & EDA Boundary

RESOLUTION R15-02

A RESOLUTION OF THE SYRACUSE CITY COUNCIL AMENDING THE SYRACUSE CITY GENERAL PLAN LAND USE MAP ADOPTED IN 1976, AS AMENDED.

WHEREAS, in 1967 a Syracuse Preliminary Master Plan was prepared for the Syracuse Planning Commission as a part of the Davis County Master Plan Program, said preliminary plan being prepared by R. Clay Allred and Associates, Planning Consultants; and

WHEREAS, in 1976 a Comprehensive Plan for Syracuse was prepared by the Davis County Planning Commission with assistance of Architects/Planners Alliance Planning Consultants and Wayne T. Van Wagoner and Associates, Traffic and Transportation Consultants which plan was financially aided by a grant from the Department of Housing and Urban Development through the Utah State Department of Community Affairs; and

WHEREAS, the 1976 Comprehensive Plan was amended in 1988 and the title changed to the Syracuse City Master Plan; and

WHEREAS, The Syracuse City General Plan was again amended in 1996, 1999, 2003, 2006, 2009, 2011, 2012, 2013, and 2014 to incorporate appropriate and necessary changes to the General Plan as approved at that time; and

WHEREAS, the Syracuse City Planning Commission adopted a process in 2012, where an applicant may apply for a Syracuse City General Plan update outside of the traditional district review; and

WHEREAS, public hearings have been held by the Planning Commission to receive public input regarding proposed changes; and

WHEREAS, the Planning Commission has recommended approval of the proposed amendments to the General Plan concluding that the proposed amendments provide development objectives with respect to the most desirable use of land within the City for subject property which benefit the physical, social, economic, and governmental development of the City and to promote the general welfare and prosperity of its residents;

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

Section 1. Adoption. That the proposed amendments to the Syracuse City General Plan Land Use Map, attached hereto as Exhibit A, are hereby adopted and any ordinances or resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

Section 3. <u>No Repeal</u>. This Resolution is not intended and shall not be construed as a repealer of any previously adopted ordinance or resolution and is specifically intended to clarify and supplement existing City ordinances, rules and regulations.

Section 4. <u>Effective Date</u>. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 13th DAY OF JANUARY, 2015.

SYRACUSE CITY

ATTEST:

_____ By:_____

Cassie Z. Brown, CMC
City Recorder

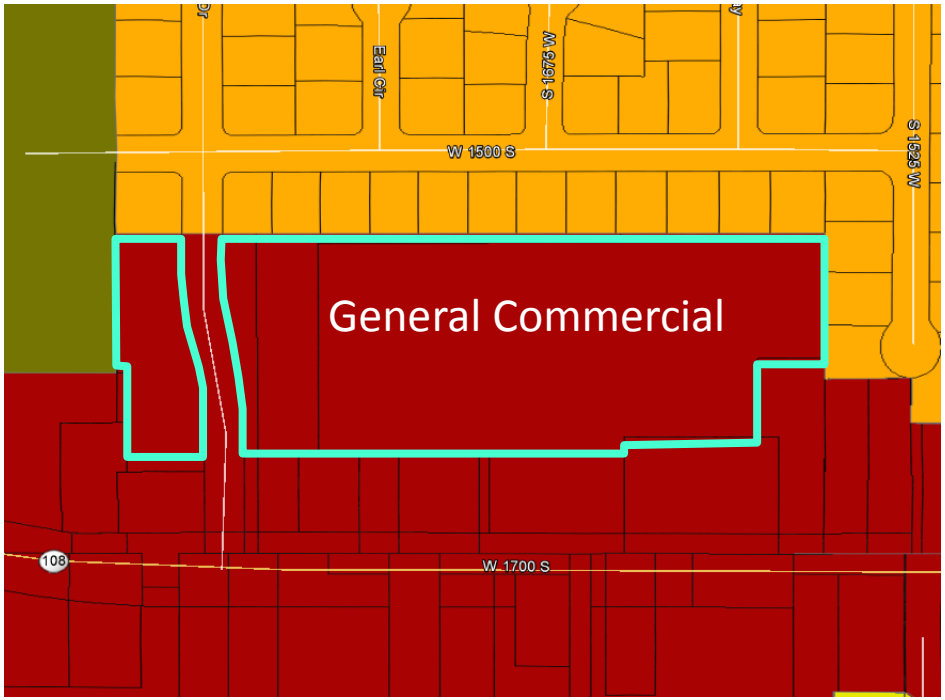
Terry Palmer
Mayor

EXHIBIT “A”

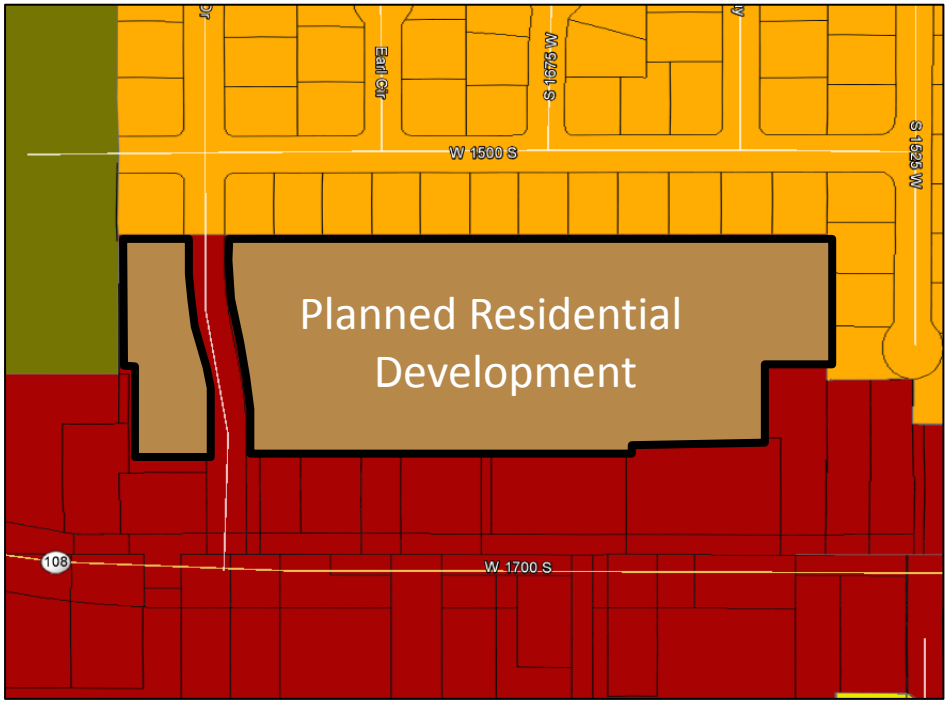
General Plan Request
Q-2 LLC 1600 W 1700 S

N

Existing General Plan Map



General Plan Request



- Agriculture A-1
- R-1 (2.90 dwellings per net acre)
- R-2 (3.79 dwellings per net acre)
- R-3 (5.44 dwellings per net acre)
- PRD (8.0 dwellings per net acre)
- R-4 (14.52 dwellings per net acre)
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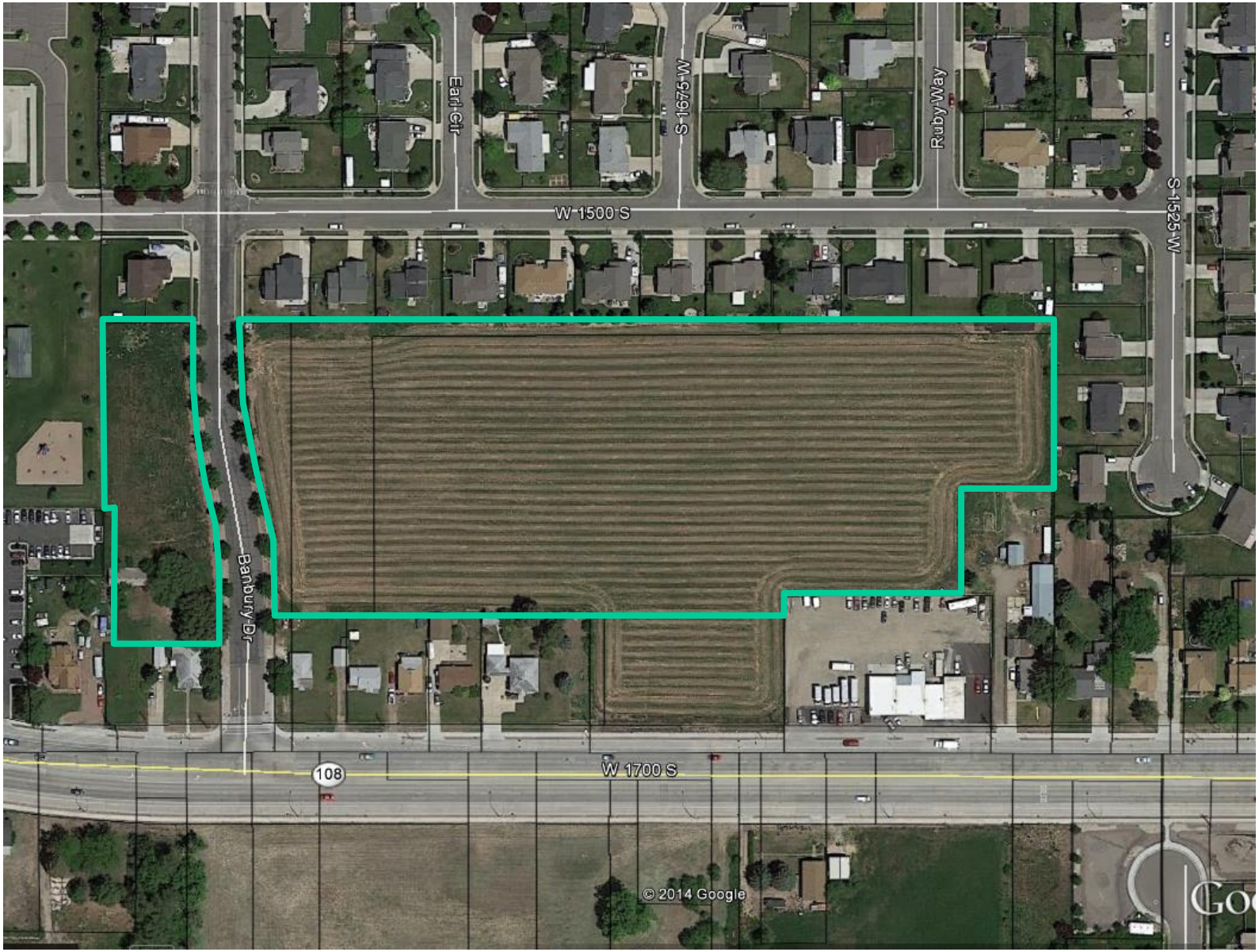
- Commercial II
- General Commercial Zone
- Industrial Zone
- Town Center Overlay Zone
- Sensitive Overlay Zone
- RDA & EDA Boundary

Q-2 LLC 1600 W 1700 S



COUNCIL AGENDA

January 13, 2015

Agenda Item # **g.ii** **General Plan Amendment**
Neighborhood Services/R-3 to Professional Office
1407 S 2000 W requested by Q-2 LLC

Factual Summation

Please see the attached:

a. General Plan Maps & Resolution 15-02
b. Email from Randy Jeffries

Any question regarding this agenda item may be directed at Sherrie Christensen, Community & Economic Development Director.

Background

The current general plan designation for this parcel is Neighborhood Services and R-3 Residential. The applicant has requested a change to Professional Office. This lot is very long and narrow making it very difficult for residential development. The General Commercial zone will allow for increased development possibilities including a potential assisted living facility. City staff has no issues with this request.

The Planning Commission held a public hearing on the request on January 6, 2015.

Staff had a concern that this property was within a High Priority Corridor designated by UDOT and therefore restricted from final action pending notification to UDOT and a 45 day waiting period. Please see the attached email from Randy Jeffries noting that this parcel is not affected by the widening of 2000 West and no waiting period is required.

Recommendation

The Planning Commission recommends approval to the City Council for the General Plan Amendments for the following:

Property owned by Q-2, LLC, at approximately 1407 S 2000 W, from Neighborhood Services and R-3 to Professional Office, subject to all applicable requirements of the City's municipal codes

RESOLUTION R15-03

A RESOLUTION OF THE SYRACUSE CITY COUNCIL AMENDING THE SYRACUSE CITY GENERAL PLAN LAND USE MAP ADOPTED IN 1976, AS AMENDED.

WHEREAS, in 1967 a Syracuse Preliminary Master Plan was prepared for the Syracuse Planning Commission as a part of the Davis County Master Plan Program, said preliminary plan being prepared by R. Clay Allred and Associates, Planning Consultants; and

WHEREAS, in 1976 a Comprehensive Plan for Syracuse was prepared by the Davis County Planning Commission with assistance of Architects/Planners Alliance Planning Consultants and Wayne T. Van Wagoner and Associates, Traffic and Transportation Consultants which plan was financially aided by a grant from the Department of Housing and Urban Development through the Utah State Department of Community Affairs; and

WHEREAS, the 1976 Comprehensive Plan was amended in 1988 and the title changed to the Syracuse City Master Plan; and

WHEREAS, The Syracuse City General Plan was again amended in 1996, 1999, 2003, 2006, 2009, 2011, 2012, 2013, and 2014 to incorporate appropriate and necessary changes to the General Plan as approved at that time; and

WHEREAS, the Syracuse City Planning Commission adopted a process in 2012, where an applicant may apply for a Syracuse City General Plan update outside of the traditional district review; and

WHEREAS, public hearings have been held by the Planning Commission to receive public input regarding proposed changes; and

WHEREAS, the Planning Commission has recommended approval of the proposed amendments to the General Plan concluding that the proposed amendments provide development objectives with respect to the most desirable use of land within the City for subject property which benefit the physical, social, economic, and governmental development of the City and to promote the general welfare and prosperity of its residents;

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

Section 1. Adoption. That the proposed amendments to the Syracuse City General Plan Land Use Map, attached hereto as Exhibit A, are hereby adopted and any ordinances or resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

Section 3. <u>No Repeal</u>. This Resolution is not intended and shall not be construed as a repealer of any previously adopted ordinance or resolution and is specifically intended to clarify and supplement existing City ordinances, rules and regulations.

Section 4. <u>Effective Date</u>. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 13th DAY OF JANUARY, 2015.

SYRACUSE CITY

ATTEST:

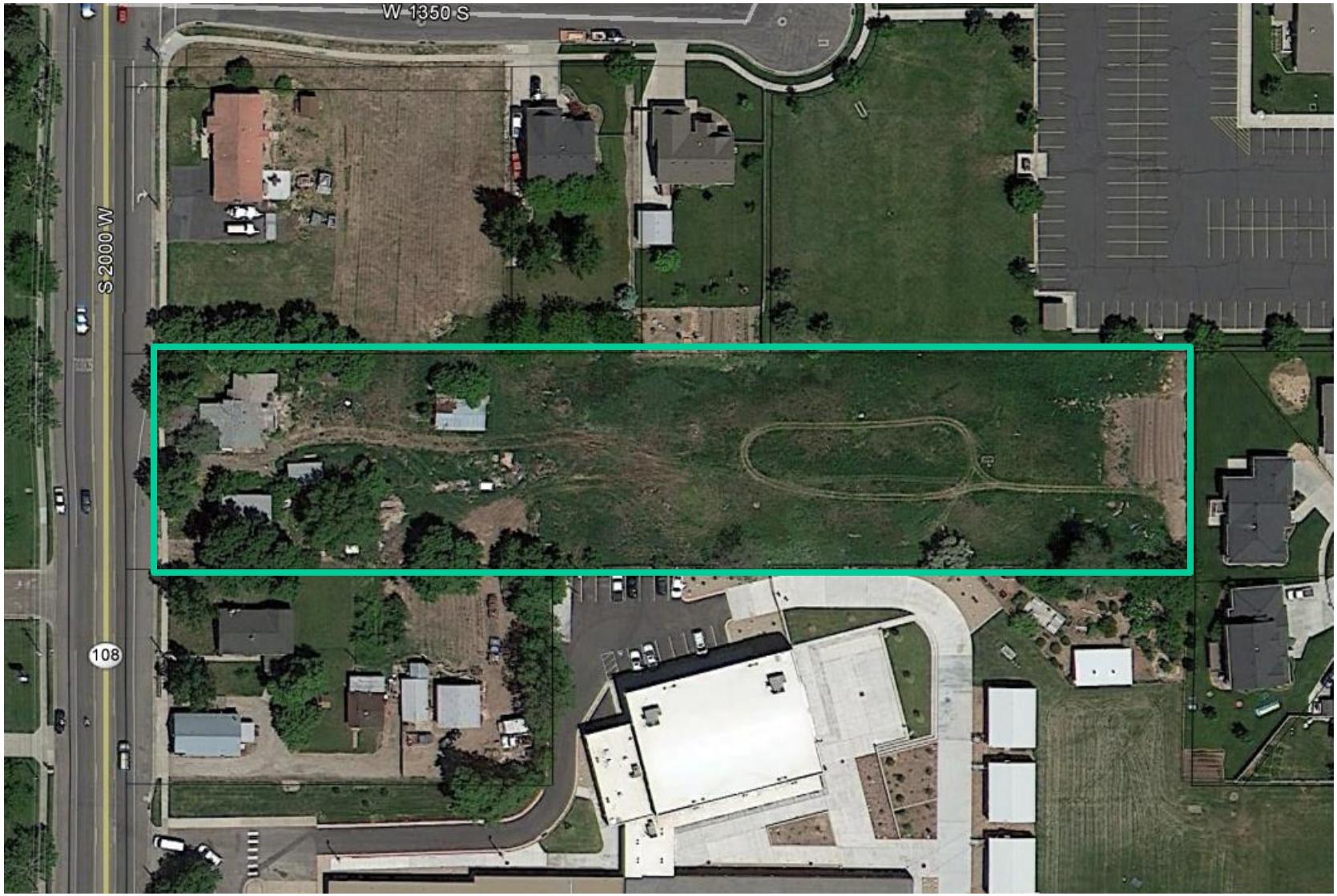
_____ By:_____

Cassie Z. Brown, CMC
City Recorder

Terry Palmer
Mayor

EXHIBIT “A”

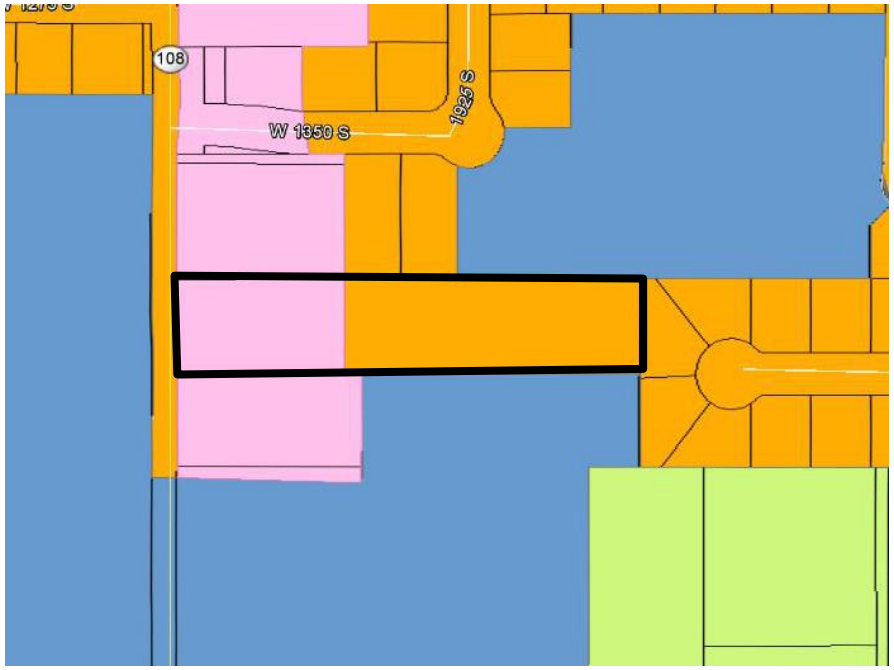
Q-2 LLC 1407 S 2000 W



General Plan Request
Q-2 LLC 1407 S 2000 W

N

Existing General Plan Map



General Plan Request

- Agriculture A-1
- R-1 (2.90 dwellings per net acre)
- R-2 (3.79 dwellings per net acre)
- R-3 (5.44 dwellings per net acre)
- PRD (8.0 dwellings per net acre)
- R-4 (14.52 dwellings per net acre)
- Professional Office
- Neighborhood Services
- General Commercial Zone
- Industrial Zone
- Town Center Overlay Zone
- Sensitive Overlay Zone
- RDA & EDA Boundary

Sherrie Christensen

From: Randy Jefferies <rjefferies@utah.gov>
Sent: Wednesday, January 07, 2015 10:49 AM
To: Sherrie Christensen
Subject: SR-108 Craythorne Properties
Attachments: SR-108 Maps.pdf

Sherrie - Mayor Craythorne contacted me and it turns out his properties are not impacted by the alignment since we widen to the west side of the road there. So there is no need for us to do an advanced acquisition, and thus no need for the 45 day hold. I've attached the maps.

COUNCIL AGENDA

January 13, 2015

Agenda Item # **g.iii** **Rezone Request**
R-3 to Professional Office
1407 S 2000 W requested by Q-2 LLC

Factual Summation

Please see the attached:

a. Zoning Maps & Ordinance 15-01
b. Email from Randy Jeffries

Any question regarding this agenda item may be directed at Sherrie Christensen, Community & Economic Development Director.

Background

As presented this property it contingent upon the previous General Plan Amendment. The applicant has requested a change to Professional Office. This lot is very long and narrow making it very difficult for residential development. The Professional Office zone will allow for increased development possibilities including a potential assisted living facility. City staff has no issues with this request.

The Planning Commission held a public hearing on the request on January 6, 2015.

Staff had a concern that this property was within a High Priority Corridor designated by UDOT and therefore restricted from final action pending notification to UDOT and a 45 day waiting period. Please see the attached email from Randy Jeffries noting that this parcel is not affected by the widening of 2000 West and no waiting period is required.

Recommendation

The Planning Commission recommends approval to the City Council for the Rezone request for the following:

Property owned by Q-2, LLC, at approximately 1407 S 2000 W, from R-3 to Professional Office, subject to all applicable requirements of the City's municipal codes

ORDINANCE NO. 15-01

AN ORDINANCE AMENDING THE EXISTING ZONING MAP OF TITLE X, "SYRACUSE CITY ZONING ORDINANCE", REVISED ORDINANCES OF SYRACUSE, 1971, BY CHANGING FROM RESIDENTIAL (R-3) ZONE TO PROFESSIONAL OFFICE (PO) ZONE ON THE PARCEL(S) OF REAL PROPERTY HEREIN DESCRIBED.

WHEREAS, the City has adopted a Zoning Ordinance to regulate land use and development within the corporate boundaries of the City; and

WHEREAS, Chapter Four of the Ordinance authorizes the City Council to amend the number, shape, boundaries, or any area of any zone; and

WHEREAS, a request for rezone has been made; the same has been recommended for approval by the Planning Commission; and a public hearing has been held with the proper notice having been given 10-days prior to the hearing date;

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

SECTION 1: That the following described real parcels of property in Residential (R-3) Zone as shown on a zoning map are hereby amended and to Professional Office (PO) Zone accordingly:

Deed Description

Legal Description

BEG 10 CHS E & N 0^09'42" E 132.00 FT OF SW COR OF N 1/2 OF SW 1/4 OF SEC 10-T4N-R2W, SLM; TO W LN OF BUMBLEBERRY SUBD PHASE 3, TH N 133.41 FT; TH W 659.91 FT; M/L; S 2 CHS, TH E 660.0 FT TO POB

Said property is located at approximately 1407 S 2000 W, Syracuse.
Parcel(s) #12-052-0107

SECTION 2: Effective Date. This Ordinance shall become effective immediately upon publication or posting.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 13TH DAY OF JANUARY, 2015.

SYRACUSE CITY

ATTEST:

_____ _____

Cassie Z. Brown, City Recorder Mayor Terry Palmer

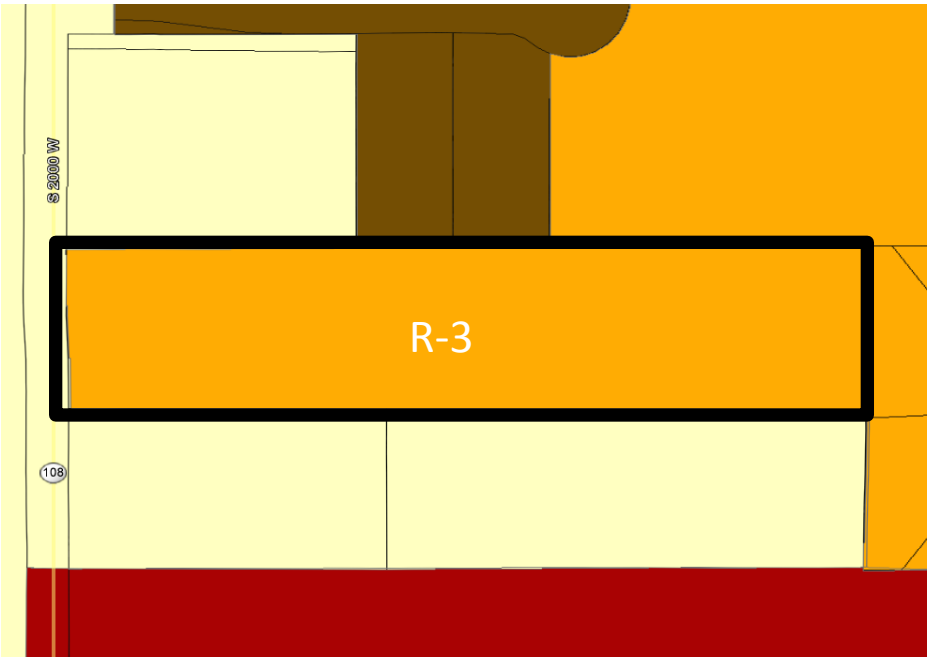
Voting by the City Council:

	"AYE"	"NAY"
Councilmember Peterson	____	_____
Councilmember Lisonbee	____	_____
Councilmember Duncan	____	_____
Councilmember Johnson	____	_____
Councilmember Gailey	____	_____

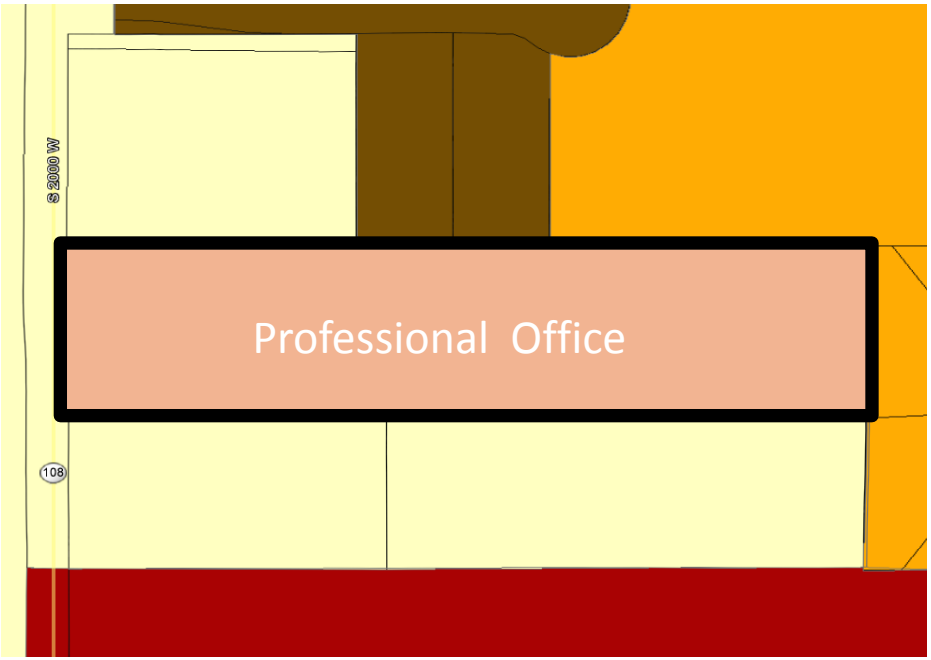
Rezone Request
Q-2 LLC 1407 S 2000 W

N

Existing Zoning Map

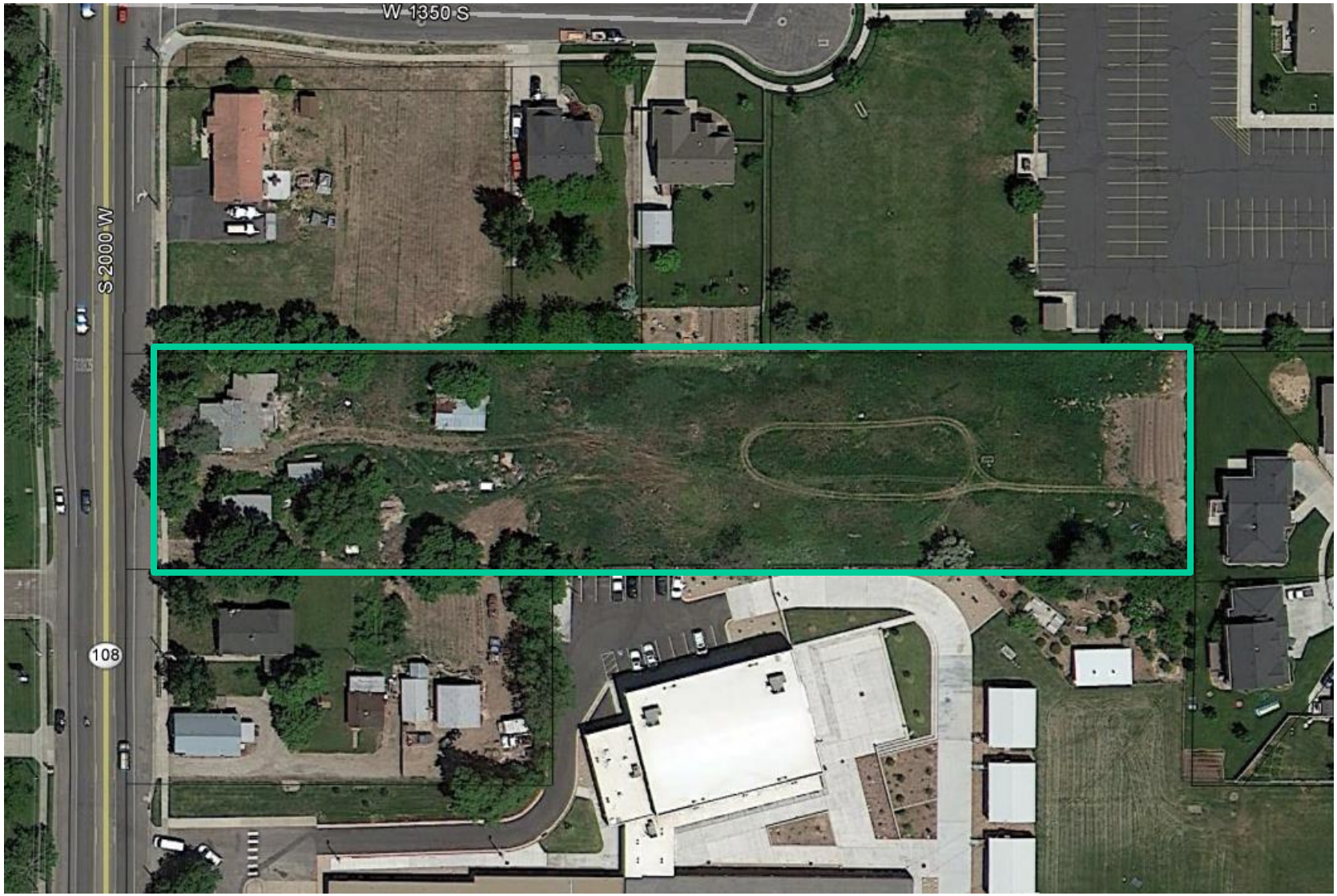


Proposed Zoning Request



- Agriculture A-1
- R-1 (2.90 dwellings per net acre)
- R-2 (3.79 dwellings per net acre)
- R-3 (5.44 dwellings per net acre)
- PRD (8.0 dwellings per net acre)
- R-4 (14.52 dwellings per net acre)
- Professional Office
- Neighborhood Services
- General Commercial Zone
- Industrial Zone
- Town Center Overlay Zone
- Sensitive Overlay Zone
- RDA & EDA Boundary

Q-2 LLC 1407 S 2000 W



COUNCIL AGENDA

January 13, 2015

Agenda Item **#g.iv** Final Plat-Ninigret North Subdivision-II.

Factual Summation

Please see the following attachments:

- Aerial
- Final plat drawings
- City Engineer's review
- Planning Department's review
- Fire Department's review
- Exhibits A-G

Any question regarding this agenda item may be directed at Sherrie Christensen, Community & Economic Development Director.

Item: City Council Final Plat Approval of the Ninigret North Subdivision, Phase 2: Ninigret LLC located at approximately 1550 W 200 South, 6 lots, 16.7 Acres, General Commercial & R-3 Residential Zones

Background

The Council approved the preliminary plat but requested the staff confirm that the commercial zone north of the school site and along SR-193 is in conformance with general plan and zoning maps approved in August 2014. The plat as currently submitted has not changed and more specifically the depth of the commercial lots and location of the cul-de-sac have remained consistent with the general plan and zoning approvals.

The following exhibits are provide as a timeline for the project, to clarify the question raised as to the approved Rezone Boundary of the Commercial Area.

<u>Ninigret North II-History Timeline</u>

July 1, 2014 **(Exhibit A)**

Application filed to Amend General Plan to CG and R-3 with Map and Legal Descriptions

The initial proposal by the applicant was to have all of the area west of the power corridor up to the boundary of the EDA be General Planned R-3(the SAA was included within the R-3 Zone, west of 1550 West) with the exception of 3.575 Acres west of 1550 West to be General Commercial.

August 5, 2014 **(Exhibit B)**

Planning Commission held a public hearing on the proposed General Plan/Zoning Amendment.

The Planning Commission modified the request and recommended a General Plan Amendment with the General Commercial area being extended to the east, up to the power corridor, with the remaining property being designated as R-3

August 12, 2014 **(Exhibit C)**

The City Council reviewed the recommendation from the Planning Commission. The discussion entailed the desire of the Council to move the school site from the west side of 1550 West and maintain the Business Park Zone on the west, while increasing the commercial area on the east to 5 Ac.

For the purpose of this discussion staff has added to the submitted documents, the dimensions (in red) of the areas in question. The depth of the Commercial area proposed by the developer shows lots that are ~219 feet deep; and ~285 feet total commercial zone, including road.

August 26, 2014 **(Exhibit D)**

Based upon the Council's request, the applicant amended the layout for the property, putting the SAA on the east side of 1550 West and adding additional commercial. Staff prepared colored General Plan Maps and Zoning Maps, the applicant submitted the proposed layout via email, identifying 5 acres of General Commercial.

For the purpose of this discussion staff has added to the submitted documents, the dimensions(in red) of the areas in question. The revised plat shows Commercial area as amended to be ~262 feet deep; and ~329 feet total commercial zone, including road.

December 9, 2014 **(Exhibit E)**

The Preliminary Plat shows the same measurements of depth from August 26, 2104, with 5 acres of commercial consistent with the August 26, 2014 General Plan and Zoning Approvals.

January 13, 2015 **(Exhibit F)**

The Plat submitted shows the same depth, the 5 acres of commercial has been divided into 5 lots to address Councilmember Duncan's concerns from December.

(Exhibit G)

Example of the type of commercial which could fit in the Commercial Area.

Recommendation for City Council Final Plat Approval of the Ninigret North II Subdivision

The Syracuse City Planning Commission hereby recommends that the City Council approve the final plat for the Ninigret North II Subdivision, located at approximately 1550 W 200 South subject to meeting all requirements of the City's Municipal Codes and City staff reviews.

Ninigret North II LLC
1550 W SR-193

Ninigret North II - Subdivision

A part of the South Half of Section 3,
T4N, R2W, SLB&M, U.S. Survey
Syracuse City, Davis County, Utah
December 2014

Scale: 1" = 100'

100 0 50 100 150 200

Graphic Scale

N 0°08'31" E (Basis of Bearings)

(2636.67' D.C.S.)
2636.76' Meas.

Southeast Corner
Section 3, T4N, R2W,
SLB&M, U.S. Survey
(Found Brass Cap)

East 1/4 Corner
Section 10, T4N, R2W,
SLB&M, U.S. Survey
(Found Brass Cap)

N 89°56'33" W
1576.79'

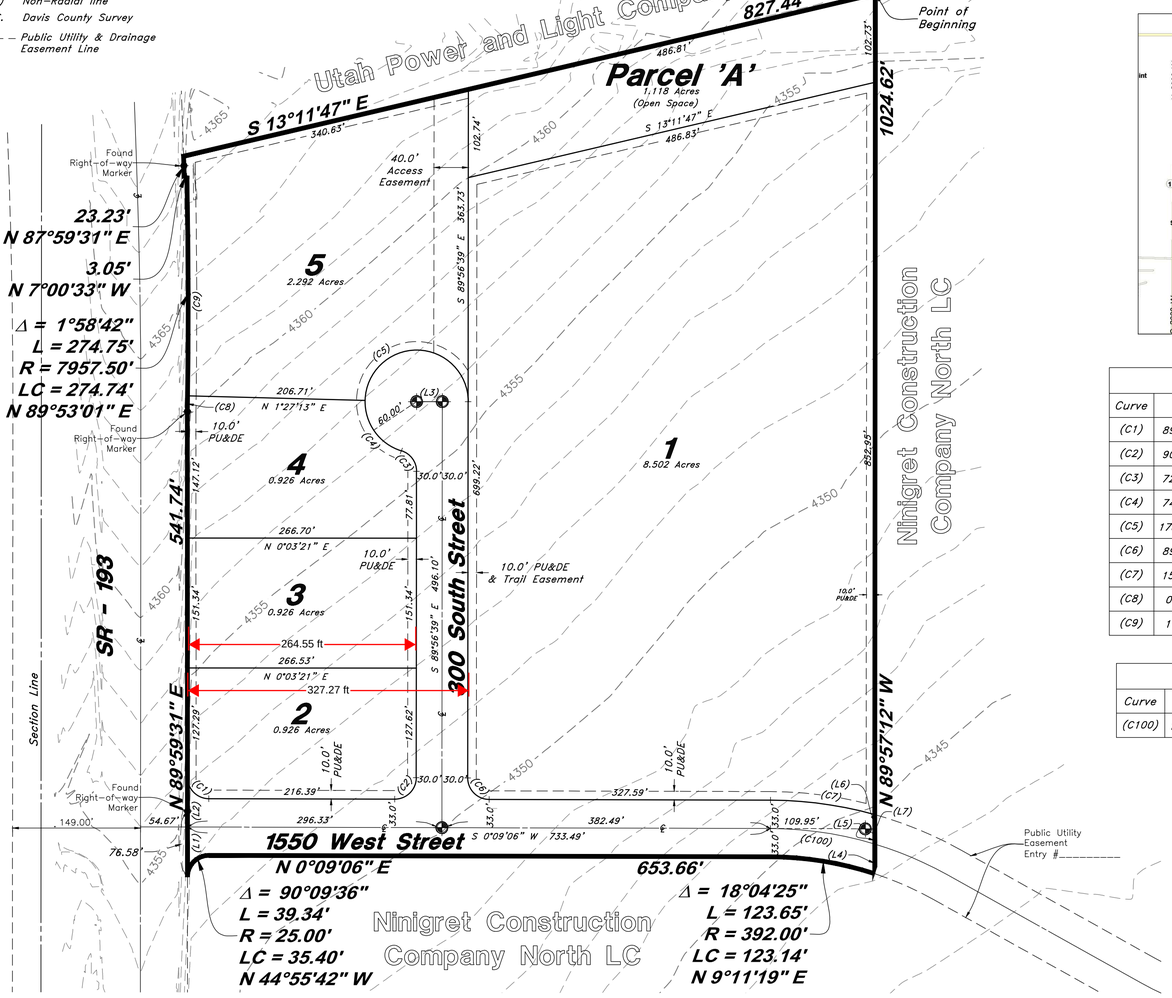
N 13°11'47" W
1714.45'

Point of Beginning

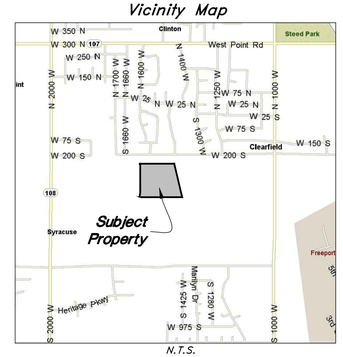
LEGEND

- Set Nail & Washer
- Set Rebar & Cap
- Hub & Tack
- Monument to be Set
- Section Corner
- (Rad) Radial line
- (N/R) Non-Radial line
- D.C.S. Davis County Survey
- Public Utility & Drainage Easement Line

NOTE:
10' Wide Public Utility and Drainage Easements on each side of lot lines as indicated by dashed lines.



Vicinity Map



PROPERTY LINE CURVE DATA

Curve	Delta	Radius	Length	Chord	Chord Bearing
(C1)	89°50'24"	25.00'	39.20'	35.31'	N 45°04'18" E
(C2)	90°05'45"	25.00'	39.31'	35.38'	N 44°53'46" W
(C3)	72°53'43"	25.00'	31.81'	29.70'	N 53°36'30" E
(C4)	74°17'35"	60.00'	77.80'	72.46'	S 54°18'26" W
(C5)	178°13'44"	60.00'	186.64'	119.99'	N 0°34'06" E
(C6)	89°50'55"	25.00'	39.20'	35.31'	S 45°04'34" W
(C7)	15°22'56"	458.00'	122.96'	122.59'	N 7°50'34" E
(C8)	0°07'58"	7957.50'	18.44'	18.44'	S 89°11'37" E
(C9)	1°50'44"	7957.50'	256.31'	256.30'	N 89°49'02" E

CENTERLINE CURVE DATA

Curve	Delta	Radius	Length	Chord	Chord Bearing
(C100)	16°37'07"	425.00'	123.27'	122.84'	S 8°27'40" W

LINE DATA

Line	Bearing	Length
(L1)	N 89°59'31" E	58.07
(L2)	N 89°59'31" E	57.93
(L3)	S 0°03'21" W	30.00
(L4)	S 89°57'12" E	34.59
(L5)	S 89°57'12" E	11.33
(L6)	S 89°57'12" E	23.01
(L7)	S 29°09'42" W	13.24

SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Registered Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 6242920 in accordance with Title 58 Chapter 22, Professional Engineers and Land Surveyors Licensing Act. I also do hereby certify that Ninigret North II – Subdivision in Syracuse City, Davis County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Davis County Recorder's Office, and of a survey made on the ground in accordance with Section 17-23-17. Monumented Lot corners have been set as shown on this drawing.

Signed this day of , 2014.

Andy Hubbard

DESCRIPTION

A part of the South half of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Syracuse City, Davis County, Utah

Beginning at a point which is 1576.79 feet North 89°56'33" West along the Section line and 1714.45 feet North 13°11'47" West from the Southeast Corner of said Section 3, and running thence North 89°57'12" West 1024.62 feet to a point on the arc of a curve; thence Northeasterly along the arc of a 392.00 foot Radius curve to the left a distance of 123.65 feet (Delta Angle equals 18°04'25", Center bears North 71°46'29" West , and Long Chord bears North 9°11'19" East 123.14 feet); thence North 0°09'06" East 653.66 feet to a point of curvature; thence Northwesterly along the arc of a 25.00 foot Radius curve to the left a distance of 39.34 feet (Delta Angle equals 90°09'36", Center bears North 89°50'54", Long Chord bears North 44°55'42" West 35.40 feet) to the South line of State Route 193; thence four (4) courses along said South line as follows: (1) North 89°59'31" East 541.74 feet to a point of curvature; (2) Easterly along the arc of a 7957.50 foot Radius curve to the left a distance of 274.75 feet (Delta Angle equals 1°58'42", Center bears North 0°52'22" East, and Long Chord bears North 89°53'01" East 274.74 feet; (3) North 7°00'33" West 3.05 feet; and (4) North 87°59'31" East 23.23 feet; thence South 13°11'47" East 827.44 feet to the point of beginning.

Contains: 16.753 acres

OWNER'S DEDICATON

I, the undersigned owner of the hereon described tract of land, hereby set apart and subdivide the same into lots and streets as shown on this plat, and name said tract XXXXXXXX, and hereby dedicate, grant and convey to Syracuse City, Davis County, Utah, all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfares forever, and also dedicate to Syracuse City those certain strips as easements for public utility and drainage purposes as shown hereon, the same to be used for the installation, maintenance, and operation of public utility service lines and drainage, as may be authorized by Syracuse City.

Signed this day of , 2014.

Ninigret Construction Company North LC

Eric Rice

ACKNOWLEDGMENT

State of Utah
County of Davis } ss

The foregoing instrument was acknowledged before me this_____ day of _____ 20__ by _____.

Residing At:_____

A Notary Public commissioned in Utah

Commission Number:_____

Commission Expires:_____

Print Name

NARRATIVE

This survey and subdivision plat were requested by Mr. Eric Rice for the purpose of platting (5) Commercial Lots.

Brass cap monuments were found at the Southeast Corner of Section 3, and the East Quarter Corner of Section 10, Township 4 North, Range 2 West, Salt Lake Base and Meridian.

A line bearing North 0°08'31" East between these two monuments was used as the basis of bearings.

Highway Right of way markers were found along the South line of State Route 193 and were used to establish the North line of the Property

SYRACUSE CITY APPROVAL

This is to certify that this plat and dedication of this plat were duly approved and accepted by the City Council of Syracuse City, Utah this day of , 2014.

Attest _____

Title _____

City Recorder

Mayor

SYRACUSE CITY PLANNING COMMISSION

Approved by the Syracuse City Planning Commission on the day of , 2014.

Chair

SYRACUSE CITY ENGINEER

I hereby certify that I have carefully investigated the lines of Survey of the foregoing plat and legal description of the land embraced therein, and find them to be correct and to agree with the lines and monuments on record in this office.

Signed this day of , 2014.

Signature

DAVIS COUNTY RECORDER

ENTRY NO._____FEE PAID _____FILED FOR RECORD AND RECORDED_____, AT _____ IN BOOK_____ OF OFFICIAL RECORDS, PAGE_____. RECORDED FOR_____

DAVIS COUNTY RECORDER

BY:_____

DEPUTY

GREAT BASIN ENGINEERING INC
5746 South 1475 East Ogden, Utah 84403
Main (801)394-4515 S.L.C (801)521-0222 Fax (801)392-7544
www.greatbasinengineering.com

14N915

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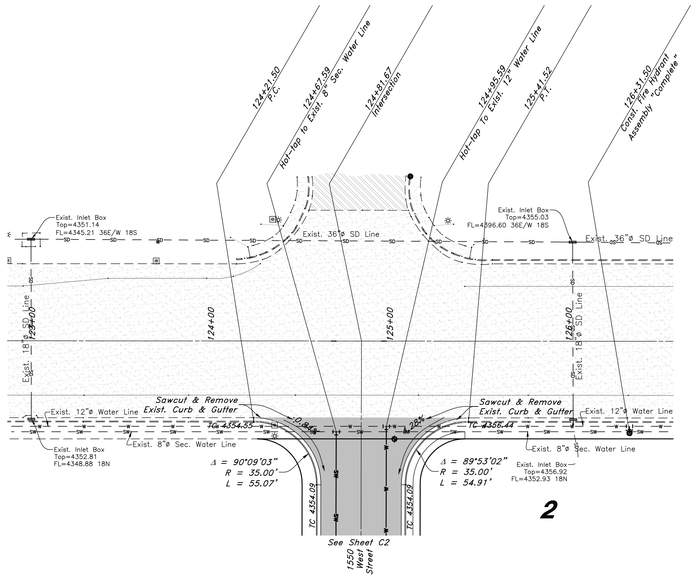
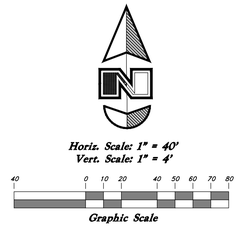
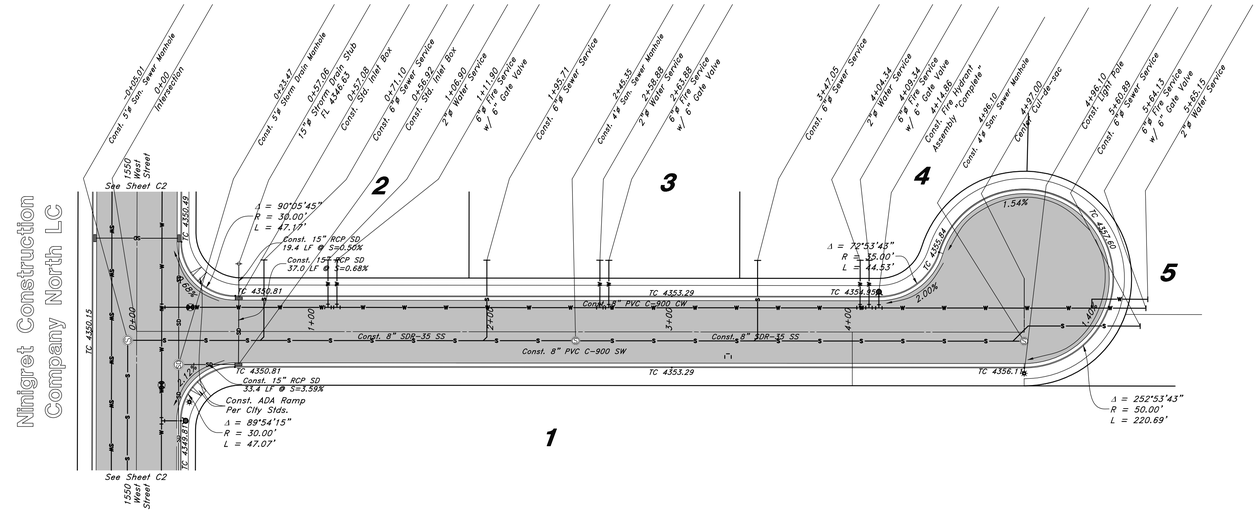
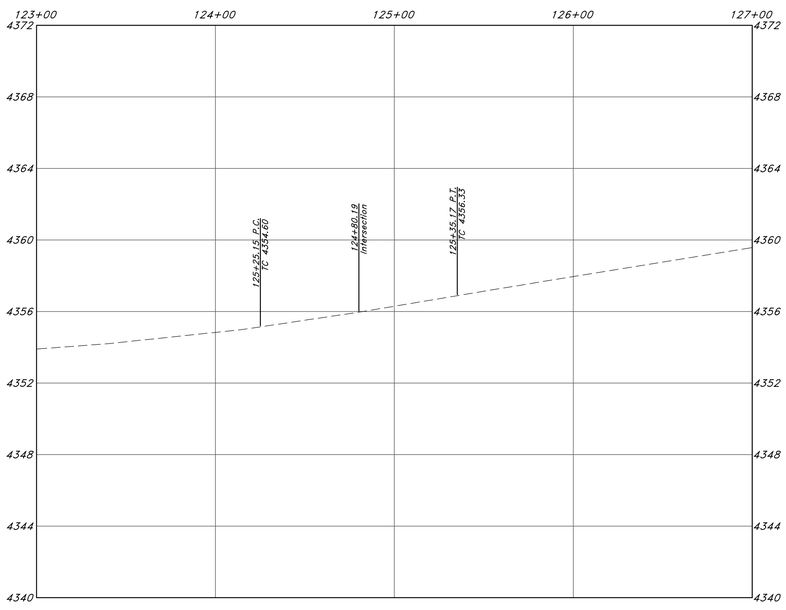


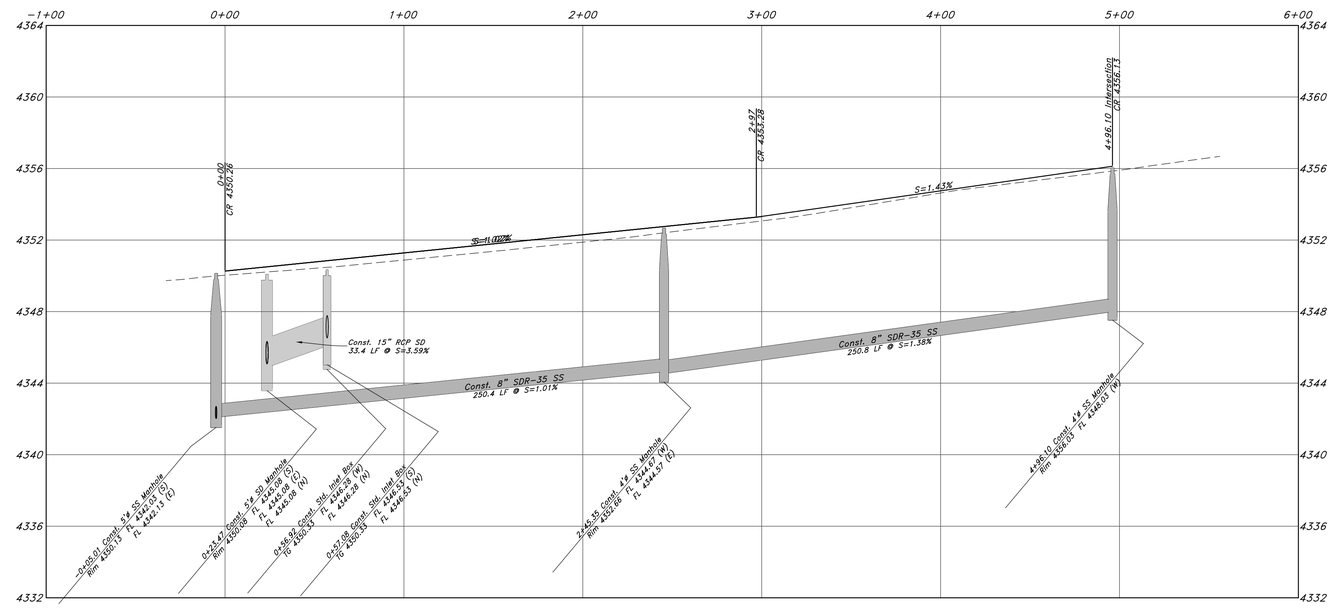
SR - 193





300 South Street





Legend

(Note: All Items may not appear on drawing)

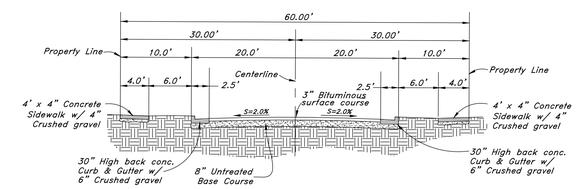
San. Sewer Manhole	
Water Manhole	
Storm Drain Manhole	
Cleanout	
Electrical Manhole	
Catch Basins	
Exist. Fire Hydrant	
Fire Hydrant	
Exist. Water Valve	
Water Valve	
Sanitary Sewer	—S—
Culinary Water	—W—
Gas Line	—G—
Irrigation Line	—IW—
Storm Drain	—SD—
Telephone Line	—T—
Secondary Waterline	—SW—
Power Line	—P—
Fire Line	—F—
Land Drain	—LD—
Power pole	
Power pole w/guy	
Light Pole	
Fence	x x x x
Flowline of ditch	
Overhead Power line	—OHP—

Corrugated Metal Pipe	CMP
Concrete Pipe	CP
Reinforced Concrete Pipe	RCP
Ductile Iron	DI
Polyvinyl Chloride	PVC
Top of Asphalt	TA
Edge of Asphalt	EA
Centerline	CL
Flowline	FL
Finish Floor	FF
Top of Curb	TC
Top of Wall	TWL
Top of Walk	TW
Top of Concrete	TCN
Natural Ground	NG
Finish Grade	FG
Match Existing	ME
Fire Department Connection	FDC
Finish Contour	—90—
Exist. Contour	—90—
Finish Grade	95.33TA
Exist. Grade	95.72TA
Ridge Line	—R—

Existing Asphalt	
New Asphalt	
Heavy Duty Asphalt	
Existing Concrete	
New Concrete	
Split Curb & Gutter	
Demo Tree	

GENERAL NOTES:

1. All construction must meet or exceed Syracuse City Standards.
2. Culinary Water services will be extended 10' beyond Right-of-way line and Centered in Lots.
3. Sanitary Sewer will be extended 10' beyond the Right-of-way line 10.0' on the Downhill side of the Center of Lots.
4. Saw Cut Existing Asphalt to provide a smooth clean edge.
5. Contractor responsible to loop pressurized utility lines to maintain separation between pipes and cover overtop of pipe from finished grade.
6. All Culinary and Secondary Water lines shall be DR-14 C-900 PVC.



Typical Street Section

REV.	DATE	DESCRIPTION

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

Street Improvement Plan

Ninigret North II - Subdivision

Approx. 400 South 1550 West
Syracuse City, Davis County, Utah
A part of Section 3, T4N, R2W, SLB&M, U.S. Survey

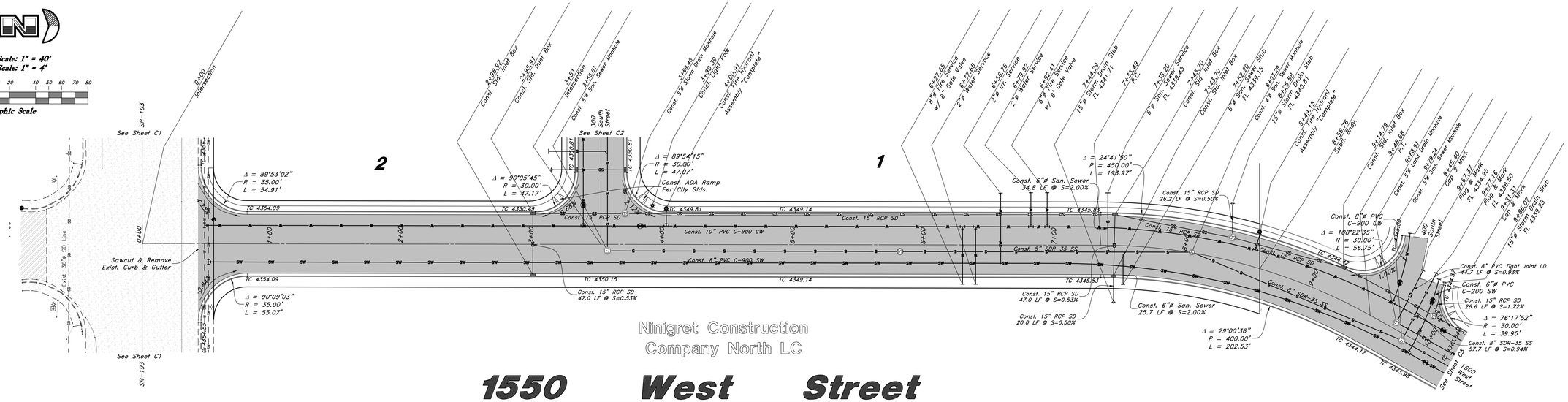
15 Oct, 2014

SHEET NO.
C1

14N915

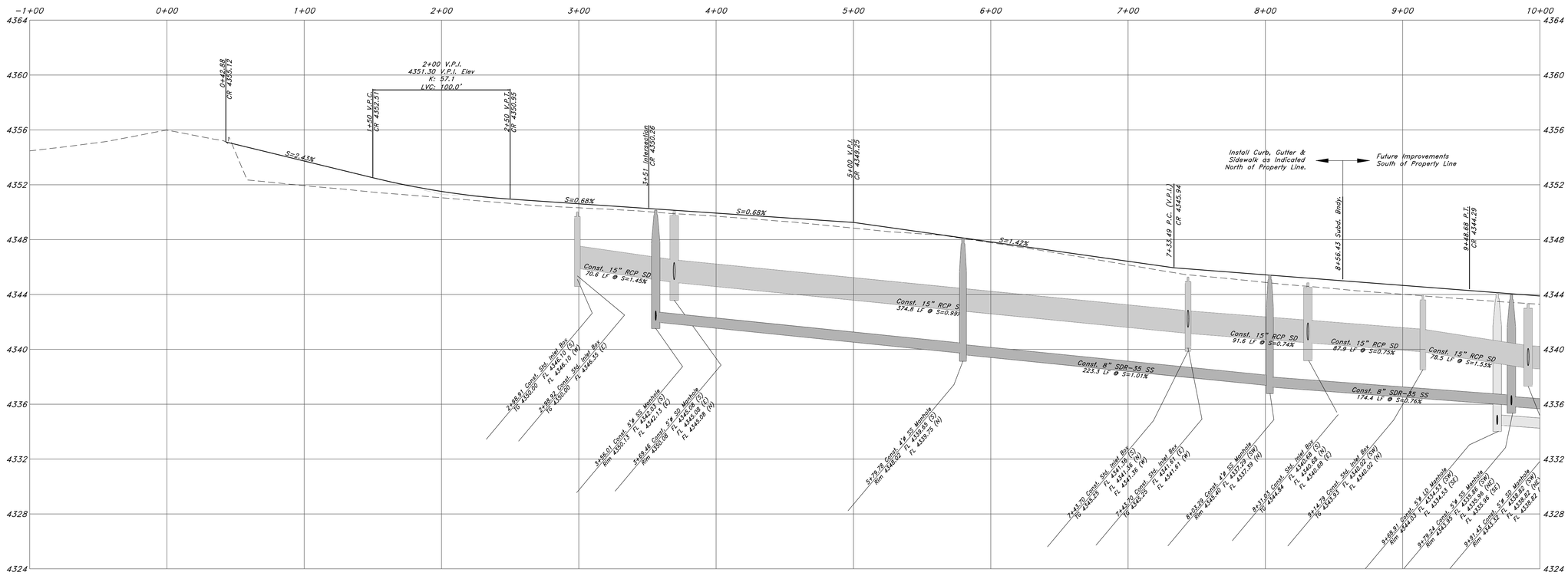
Horiz. Scale: 1" = 40'
Vert. Scale: 1" = 4'

Graphic Scale



Ninigret Construction Company North LC

1550 West Street



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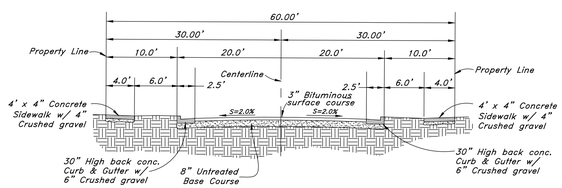

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15 Oct, 2014

SHEET NO.
C2

14N915

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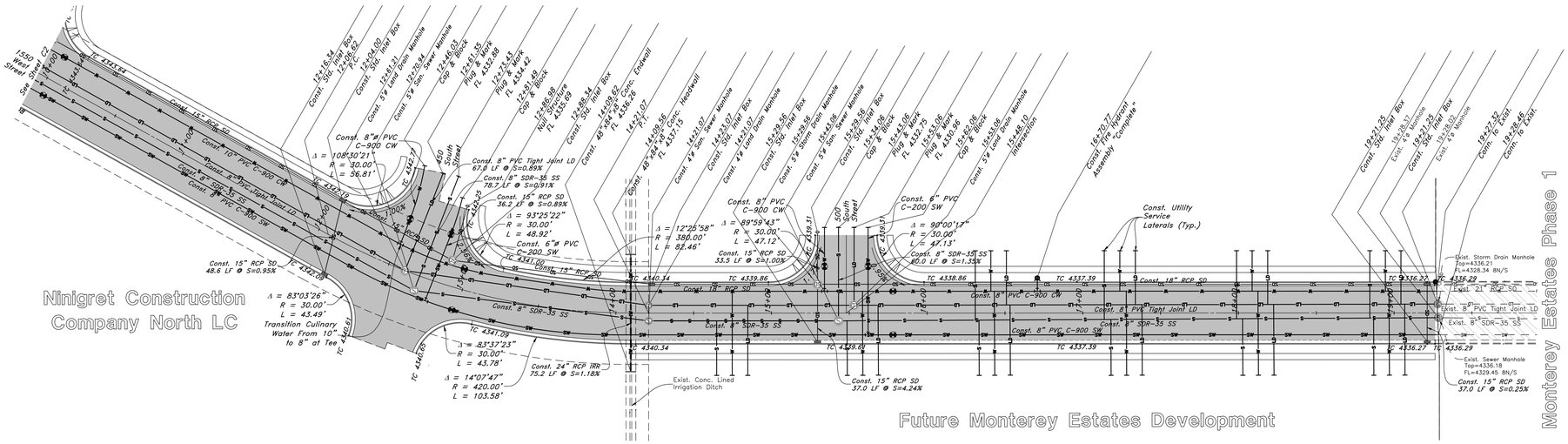
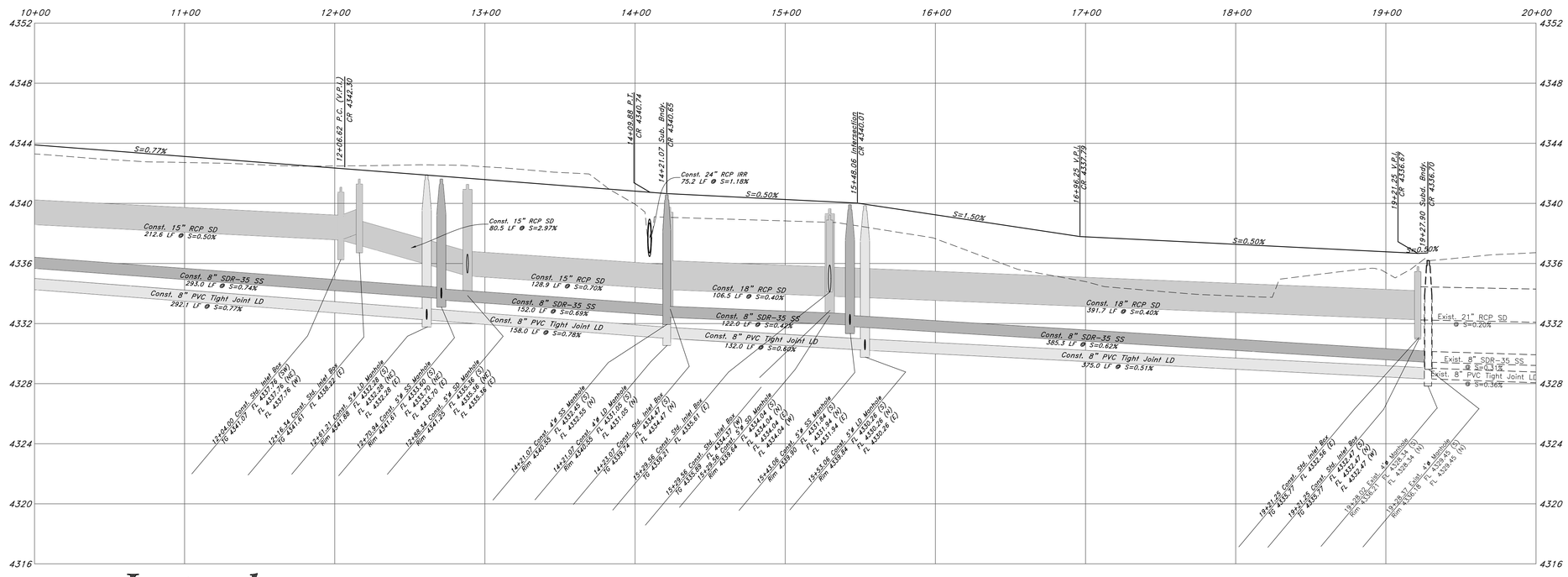
Vert. Scale: 1" = 4'

Graphic Scale



1600 West Street



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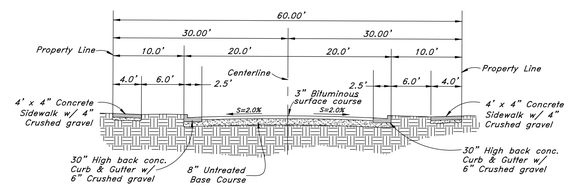

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C3

14N915

W:\14N915-Ninigret North\Dwg\14N915 - AM7.dwg, 12/19/2014 9:10:54 AM, jasonf, 1:1

Engineer Final Plan Review – Ninigret North II Subdivision
1550 West Street & SR-193

Completed by Brian Bloemen on December 29, 2014

Below are the engineering comments for the final plan review of the Ninigret North II Subdivision.

Plat:

1. Secondary booster pumps will be required for each lot in the subdivision. Add a notice to purchaser on the plat stating so.
2. Update the year on the plat.
3. Add utility company signature blocks to the plat.
4. Parcel A is not dedicated in the owner's dedication and the name of the plat is missing.

Plans:

1. Show the City's 66' right-of-way typical cross section and update the 60' typical cross section per current City standards.
2. Show the secondary service connections locations for Lots 1-5. The existing secondary main is south of UDOT's right-of-way.

If you have any further comments or questions please feel free to contact me at 801-614-9682.

Sincerely,

Robert Whiteley
Public Works Director

SYRACUSE CITY EST. 1935

Subdivision Final Plan Review

Subdivision: Ninigret North II **Date**: December 29, 2014

Completed By: Jenny Schow, City Planner **Updated**:

8-6-010: Final Plat:		**Planning Staff Review:**
1.	Proposed name of subdivision (to be approved by Planning Commission and County Recorder).	Yes
2.	Accurate angular and linear dimensions for all lines, angles and curves used to describe boundaries, streets, easements, areas reserved for public use, etc.	Yes
3.	Identification system for lots, blocks, and names of streets. Lot lines show dimensions in feet and hundredths.	Yes
4.	Street addresses shown for each lot as assigned by the City.	Name 1550 West and add Public Street below street titles
5.	True angles and distances to nearest street lines or official monuments as accurately described and shown by appropriate symbol.	Yes
6.	Radii, internal angles, points and curvatures, tangent bearings and the length of all arcs.	Yes
7.	Accurate location of all monuments to be Installed, shown by appropriate symbol.	Refer to City Engineer
8.	Dedication to City of all streets, highways and other public uses and easements included in the proposed subdivision.	Dedicate parcel A Incomplete information for tract
9.	Street monuments shown on Final Plat as approved by City Engineer.	Refer to City Engineer
10.	Pipes or other iron markers shown on the plat.	Refer to City Engineer
11.	Accurate outlines and dimensions of any areas to be dedicated or reserved for public use, with the purposes indicated thereon, and any areas to be reserved by deed or covenant for common use of all property owners.	No-Clarify Parcel A
12.	All boundary, lot and other geometrics (bearings, distances, curve data etc.) on Final Plat accurate to not less than one part in five thousand (1/5000).	Refer to City Engineer
13.	Location, function, ownership and manner of maintenance of common open space not reserved or dedicated for public use.	Maintenance Agreement for Storm Detention will be required prior to recording.
14.	Legal boundary description of the subdivision and acreage included.	Yes
15.	Current inset City map showing location of subdivision.	Yes
16.	Standard signatures forms/boxes reflected on the Final Plat as designated by City Code	Missing signature blocks for the Utility Companies (Rocky Mountain Power, Questar and Century Link) and City Attorney

8-6-020: Final Plan and Profile	**See Engineer Review**

Conditional Items of Final Plan Approval for Preconstruction	
1.	Construction Drawing Prints and PDF files
2.	Schedule a preconstruction meeting
3.	Bond estimate using the City template
4.	Final Inspection Fees as calculated in the approved bond estimate
5.	Offsite Improvement Agreement
6.	BMP Facilities Maintenance Agreement (Parcel A)
7.	Streetlight Agreement
8.	SWPPP NOI
9.	SWPPP City Permit
10.	Fugitive Dust Control Plan

Conditional Items of Final Plan Approval for Recording	
1.	Escrow Agreement
2.	Water Shares
3.	Title Report - must be dated within 30 days or recording
4.	Recording fees: $37/page +$1/lot and any common space as well as $1/land-owner signatures over two

TO: Community Development, Attention: Jenny Schow

FROM: Jo Hamblin, Deputy Chief

RE: Ninigret North II - Subdivision

DATE: December 30, 2014

I have reviewed the site plan submitted on December 30, 2014 for the above referenced project. The Fire Prevention Division of this department has the following comments/concerns.

1. The minimum fire flow requirement can vary based upon the type of buildings built in commercial area. Provide documentation that the water system will provide adequate fire flow through the Syracuse City Engineering Department.

2. Fire hydrants and access roads shall be installed prior to construction of any buildings. All hydrants shall be placed with the 4 ½" connection facing the point of access for Fire Department Apparatus. The maximum allowable spacing between hydrants is 500 feet, on dead end streets the maximum spacing is reduced by 100 feet. Provide written assurance that this will be met.

3. Prior to beginning construction of any buildings, a fire flow test of the new hydrants shall be conducted to verify the actual fire flow for this project. The Fire Prevention Division of this department shall witness this test and shall be notified a minimum of 48 hours prior to the test.

These plans have been reviewed for Fire Department requirements only. At this time the Fire Department has no concerns. Other departments must review these plans and will have their requirements. This review by the Fire Department must not be construed as final approval from Syracuse City.

EXHIBIT A

General Plan and Rezone (if applicable)

Syracuse City Community Development
1979 West 1900 South, Syracuse, UT 84075
Phone: (801) 825-1477 ext 4 Website: www.syracuseut.com
Fax: (801) 614-9626 Email: planning@syracuseut.com

Updated 10-22-12

Subject Property Information

Property Address or Approximate Coordinate:		Total Acreage of Parcel:
SR-193 & 1550 West		59.67
Parcel Identification Number (as recorded with Davis County):	Current General Plan: Business Park/GC	Proposed General Plan: R-3/GC
12-025-0016	Current Zone: Agricultural	Proposed Zone: R-3/GC

Brief Description of Purpose for General Plan (attach a map showing the location) and, if applicable, Rezone and Reasons Supporting the Request

The purpose of the rezone is to extend the current R-3 zone to the north for future homes and educational services and create a general commercial area for retail pads along SR-193 as consistent with the general plan.

Subject Property Owner Contact Information

Name(s) of every person or company the applicant represents:
Ninigret Construction Company North L.C.

Mailing address:	City:	State:	ZIP:
1700 S. 4650 W.	Salt Lake City	UT	84104

Office or Home Phone:	Cell Phone:	Email:
801-973-9090	801-726-0707	eric@ninigret.com

Applicant Contact Information (if different from Property Owner)

Name (and agent, if any):

Mailing Address:	City:	State:	ZIP:

Office or Home Phone:	Cell Phone:	Email:

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

Property Owner Signature 7/1/14 Date

Applicant Signature 7/1/14 Date

FOR OFFICE USE ONLY

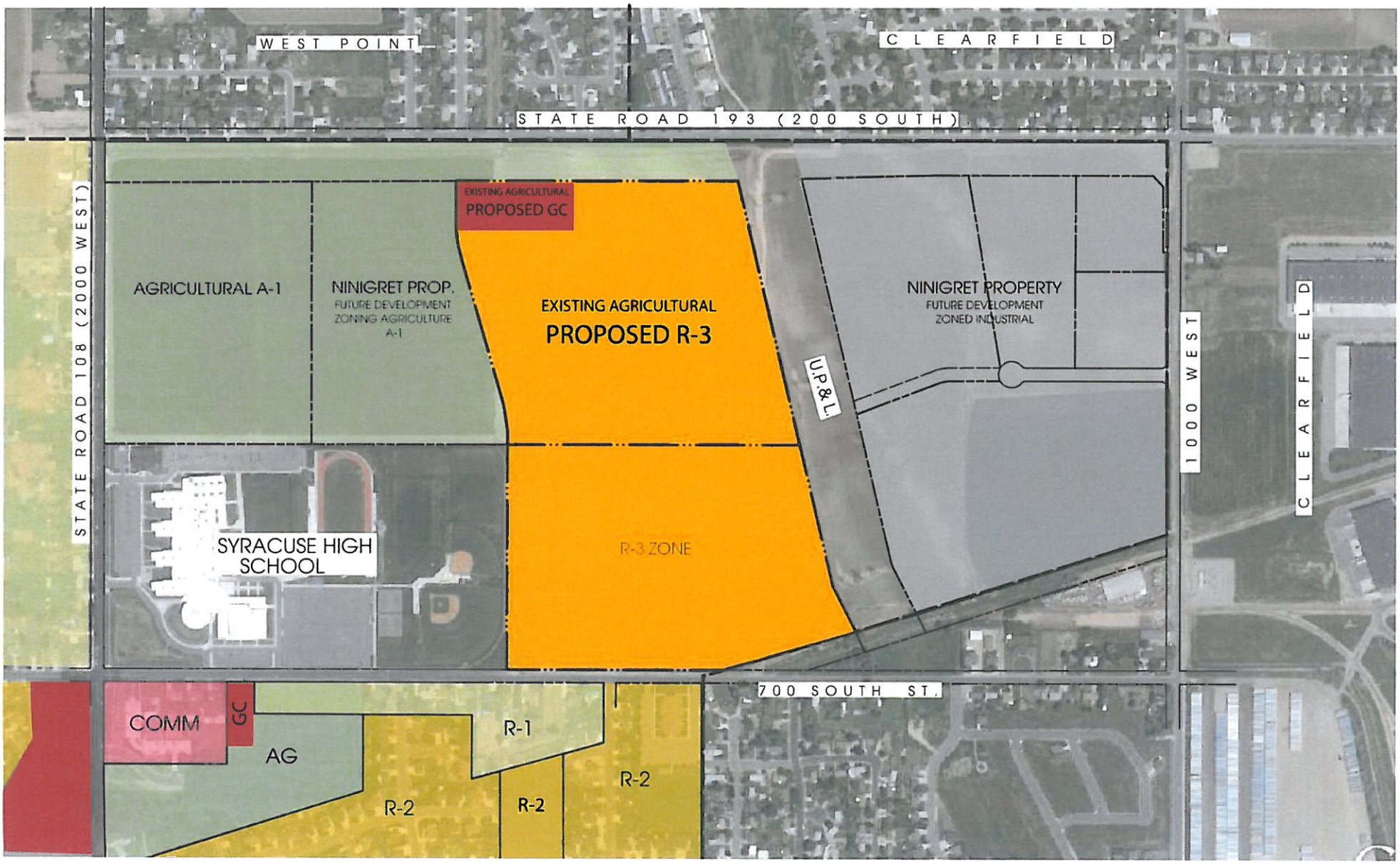
Date Received and Paid:	Received by:	Receipt #
7-1-14	KC	5.035117

Payment Type: ☐ Cash ☐ Credit Card ☒ Check# 152

Land Use Authority Date:

City Council Decision and Date:

Application and Noticing Fees:			
$425	Application Fee	GP ZONE	$425 $425
$ 6	per Public Notice Sign	1 Signs	$ 6
$ 1	per Mailing Notice	21 Notices	$ 21
$ 25	Mailing Notice List		$ 25
		Total	$ 902



Concept Plan GENERAL PLAN AMENDMENT AND ZONE CHANGE

SYRACUSE PROPERTY

North

THE NINIGRET GROUP . 1700 SOUTH 4650 WEST . SALT LAKE CITY, UTAH

PROPOSED ZONE GC PARCEL - DESCRIPTION

A parcel of land located in the South half of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Syracuse City, Davis County, Utah described as follows:

BEGINNING at a point on the south right-of-way line of 200 South Street (SR-193), said point being 2368.23 feet South 89°56'57" East along the center section line and 170.67 feet South 00°09'22" West from the found railroad spike marking the West Quarter Corner of said Section 3, and running thence South 00°09'22" West 254.46 feet; thence South 89°59'40" West 500.00 feet to a point of curvature with a 450.00 foot radius curve to the right; thence westerly 114.30 feet along the arc of said curve through a central angle of 14°33'10" (chord bears North 82°43'45" West 113.99 feet) to a point on a non-tangent 633.00 foot radius curve to the right; thence northerly 40.07 feet along the arc of said curve through a central angle of 03°37'36" (chord bears North 01°39'13" West 40.06 feet); thence North 00°09'35" East 199.89 feet to a point on said right-of-way line; thence North 89°59'12" East 614.37 feet along said right-of-way line to the POINT OF BEGINNING.

Contains 155,729 square feet, or 3.575 Acres.

PROPOSED ZONE R-3 PARCEL - DESCRIPTION

A parcel of land located in the South half of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Syracuse City, Davis County, Utah described as follows:

BEGINNING at a point on the south right-of-way line of 200 South Street (SR-193), said point being 2368.23 feet South 89°56'57" East along the center section line and 170.67 feet South 00°09'22" West from the found railroad spike marking the West Quarter Corner of said Section 3, and running thence along said right-of-way line the following two (2) courses; 1) North 89°59'12" East 586.29 feet to a point on a non-tangent 7957.50 foot radius curve to the right; 2) thence easterly 192.55 feet along the arc of said curve through a central angle of 01°23'11" (chord bears North 89°17'37" East 192.54 feet) to a point on the west right-of-way line of the Rocky Mountain Power Corridor; thence along said right-of-way line South 13°11'31" East 1354.90 feet; thence North 89°56'56" West 1447.08 feet to the northeast corner of that certain property owned by the Davis County School District, as recorded in the Davis County Recorder's Office in Book 1588 at Page 130; thence North 00°09'58" East 49.03 feet to a point of curvature with a 567.00 foot radius curve to the left; thence northerly 159.68 feet along the arc of said curve through a central angle of 16°08'10" (chord bears North 07°54'07" West 159.16 feet); thence North 15°58'12" West 762.13 feet to a point of curvature with a 633.00 foot radius curve to the right; thence northerly 138.13 feet along the arc of said curve through a central angle of 12°30'11" (chord bears North 09°43'07" West 137.86 feet) to a point on a non-tangent 450.00 foot radius curve to the left; thence easterly 114.30 feet along the arc of said curve through a central angle of 14°33'10" (chord bears South 82°43'45" East 113.99 feet); thence North 89°59'40" East 500.00 feet; thence North 00°09'22" East 254.46 feet to the POINT OF BEGINNING.

Contains 1,734,199 square feet, or 39.812 Acres.

EXHIBIT B

COUNCIL AGENDA

August 12, 2014

Agenda Item #

General Plan & Zone Map Amendment
Ninigret North LLC
1550 W 200 S

Factual Summation

Please see the attached:

a. Aerial Map
b. Existing/Proposed General Plan Map & Resolution 14-28
c. Existing/Proposed Zoning Map & Ordinance 14-19

Any question regarding this agenda item may be directed at Sherrie Christensen, Community & Economic Development Director.

Background

General Plan Amendment:

The property is currently designated as BP Business Park on the General Plan. The developer is requesting a residential zoning in order to facilitate a single family development, a charter school and a small retail commercial area.

Zone Map Amendment

The property is currently designated as A-1 Agriculture on the Zoning Map. The developer is requesting a residential zoning in order to facilitate a single family development, a charter school and a small retail commercial area.

The Planning Commission held a public hearing on August 5, 2014 and made a favorable recommendation for the General Plan & Zoning Map Amendments.

Recommendation

General Plan Amendment

The Planning Commission recommends approval to the City Council for the General Plan Amendment request from Ninigret North LC, located at approximately 1550 W 200 S, for the requested change from BP Business Park to C-G Commercial & R-3 Residential, subject to all applicable requirements of the City's municipal codes, with the recommendation that the G-C Commercial Zone be extended to the East property line adjacent to the power corridor and along the frontage of SR193 at an equivalent depth as proposed by the property owner.

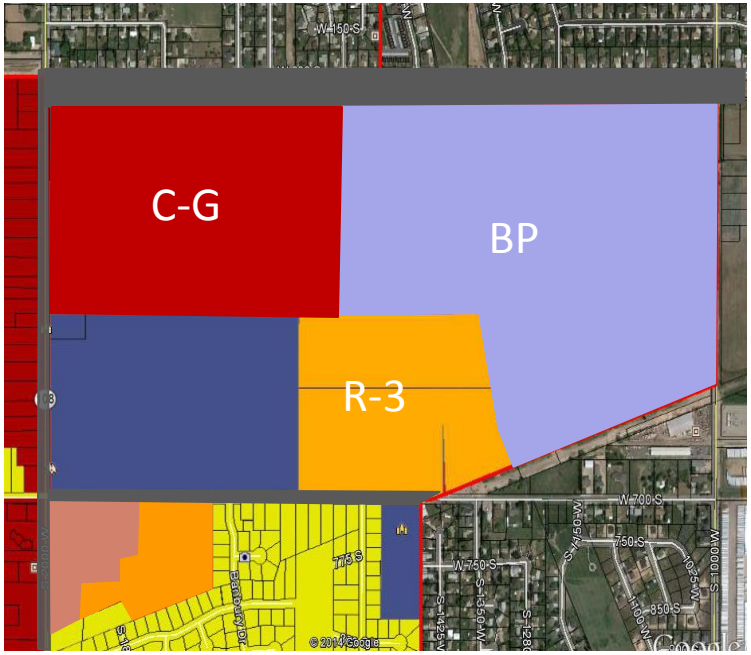
Zone Map Amendment

The Planning Commission recommends approval to the City Council for the Zoning Map Amendment request from Ninigret North LC, located at approximately 1550 W 200 S, for the requested change from A-1 Agriculture to C-G Commercial & R-3 Residential, subject to all applicable requirements of the City's municipal codes and in conformance to the recommended General Plan Map Amendment.

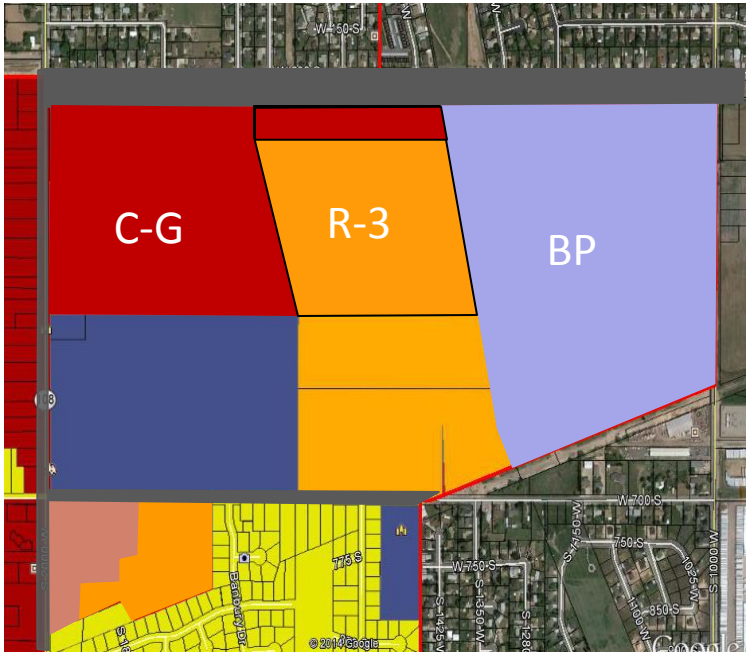
General Plan Amendment
1550 W 200 S
Ninigret North LLC

N

Current General Plan

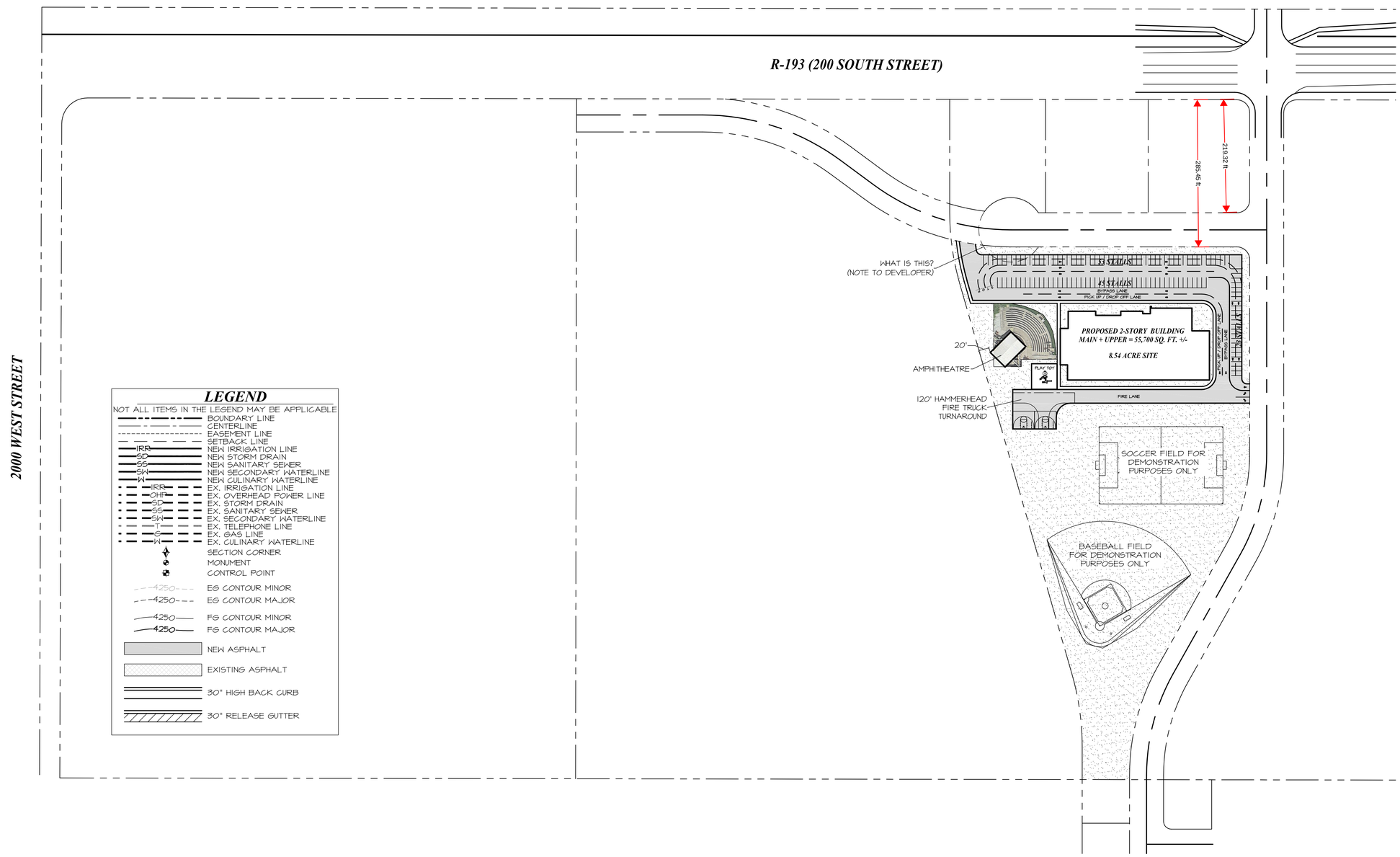


Recommended General Plan



- Agriculture A-1
- R-1 (2.90 dwellings per net acre)
- R-2 (3.79 dwellings per net acre)
- R-3 (5.44 dwellings per net acre)
- PRD (8.0 dwellings per net acre)
- R-4 (14.52 dwellings per net acre)
- Professional Office
- General Commercial Zone
- Industrial Zone
- Town Center Overlay Zone
- Sensitive Overlay Zone
- RDA & EDA Boundary

EXHIBIT C



LEGEND

NOT ALL ITEMS IN THE LEGEND MAY BE APPLICABLE

- BOUNDARY LINE
- CENTERLINE
- EASEMENT LINE
- SETBACK LINE
- IRR — NEW IRRIGATION LINE
- SD — NEW STORM DRAIN
- SS — NEW SANITARY SEWER
- SW — NEW SECONDARY WATERLINE
- W — NEW CULINARY WATERLINE
- IRR — EX. IRRIGATION LINE
- OHP — EX. OVERHEAD POWER LINE
- SD — EX. STORM DRAIN
- SS — EX. SANITARY SEWER
- SW — EX. SECONDARY WATERLINE
- T — EX. TELEPHONE LINE
- G — EX. GAS LINE
- W — EX. CULINARY WATERLINE
- SECTION CORNER
- MONUMENT
- CONTROL POINT
- 4250 — EG CONTOUR MINOR
- 4250 — EG CONTOUR MAJOR
- 4250 — FG CONTOUR MINOR
- 4250 — FG CONTOUR MAJOR
- NEW ASPHALT
- EXISTING ASPHALT
- 30" HIGH BACK CURB
- 30" RELEASE GUTTER

SITE PLAN

CALL BLUESTAKES
@ 1-800-662-4111
AT LEAST 48 HOURS
PRIOR TO COMMENCING
ANY CONSTRUCTION

SEAL:

LICENSED PROFESSIONAL ENGINEER
No. 375250
JOSHUA R. JENSEN
STATE OF UTAH

REVISED:

DATE: --/--/--
PROJECT: ---
DRAWN BY: C.C.
PLOT: 06-23-2014

DRAWING DESCRIPTION: SITE PLAN

177 E. ANTELOPE DR. #B
LAYTON, UT 84041
PHONE: (801) 499-5054
FAX: (801) 499-5065

SILVERPEAK ENGINEERING

SYRACUSE SATELLITE CAMPUS
ADDRESS
SYRACUSE, UTAH

SHEET NUMBER:
C2.0 (2)
SITE PLAN

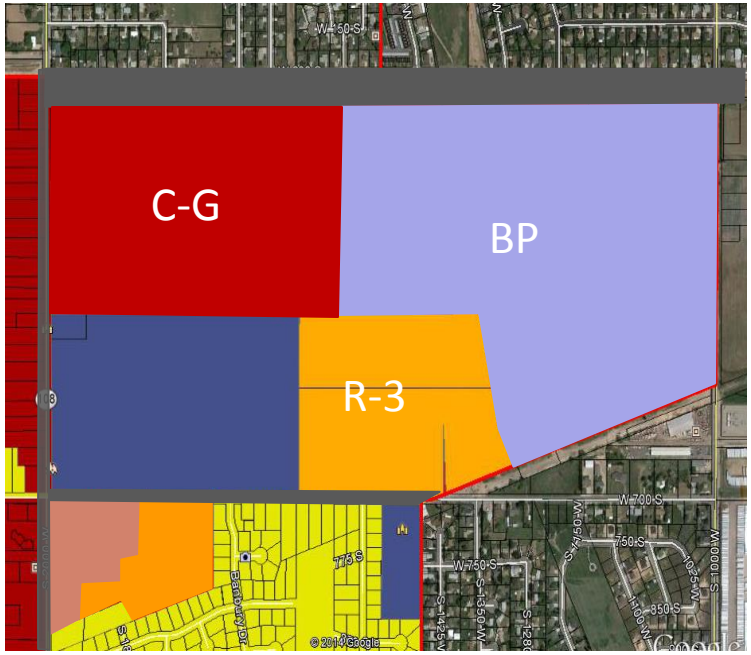
ALL INFORMATION SHOWN HEREON IS NOT FINAL OR APPROVED WITHOUT THE GOVERNING AGENCY'S STAMP AND SIGNATURE. ANY USE OF THIS DRAWING AND ITS CONTENT WITHOUT SAID APPROVAL IS DONE AT THE INDIVIDUAL'S OWN RISK. SILVER PEAK ENGINEERING DOES NOT ASSUME LIABILITY FOR ANY SUCH USE.

EXHIBIT D

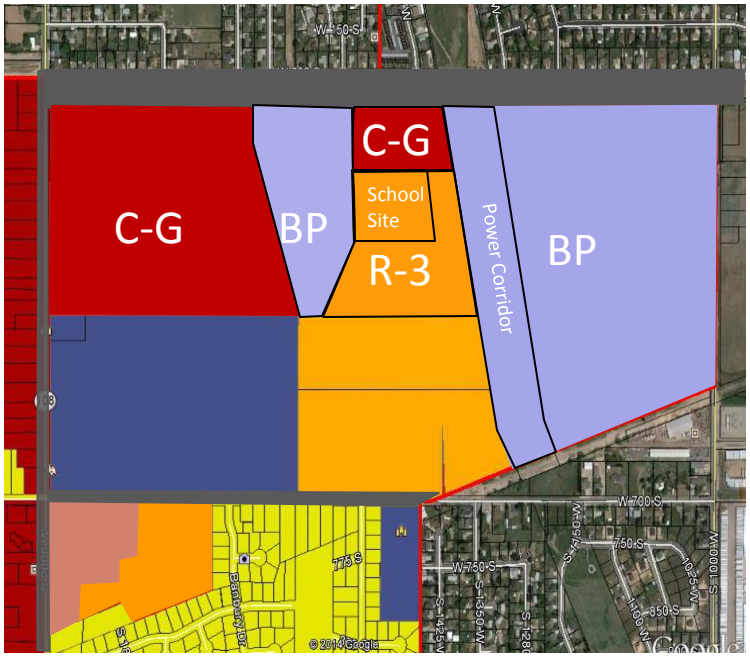
General Plan Amendment
1550 W 200 S
Ninigret North LLC

N

Current General Plan



Council Alternative General Plan



- Agriculture A-1
- R-1 (2.90 dwellings per net acre)
- R-2 (3.79 dwellings per net acre)
- R-3 (5.44 dwellings per net acre)
- PRD (8.0 dwellings per net acre)
- R-4 (14.52 dwellings per net acre)
- Professional Office
- General Commercial Zone
- Industrial Zone
- Town Center Overlay Zone
- Sensitive Overlay Zone
- RDA & EDA Boundary

Email with Attached Civil Drawing reviewed at August 26, 2014 City Council Meeting

FW: Charter School - Message (HTML)

File | Message

Delete | Reply | Reply All | Forward | Read Reciepts | To Manager | Team E-mail | Move | Mark Unread | Categorize | Follow Up | Translate | Zoom | Add to Evernote 5

Delete | Respond | Quick Steps | Move | Tags | Editing | Zoom | Evernote

You replied to this message on 8/26/2014 5:17 PM.

From: Eric Rice <eric@Ninigret.com>

Sent: Tue 8/26/2014 4:37 PM

To: Sherrie Christensen

Cc:

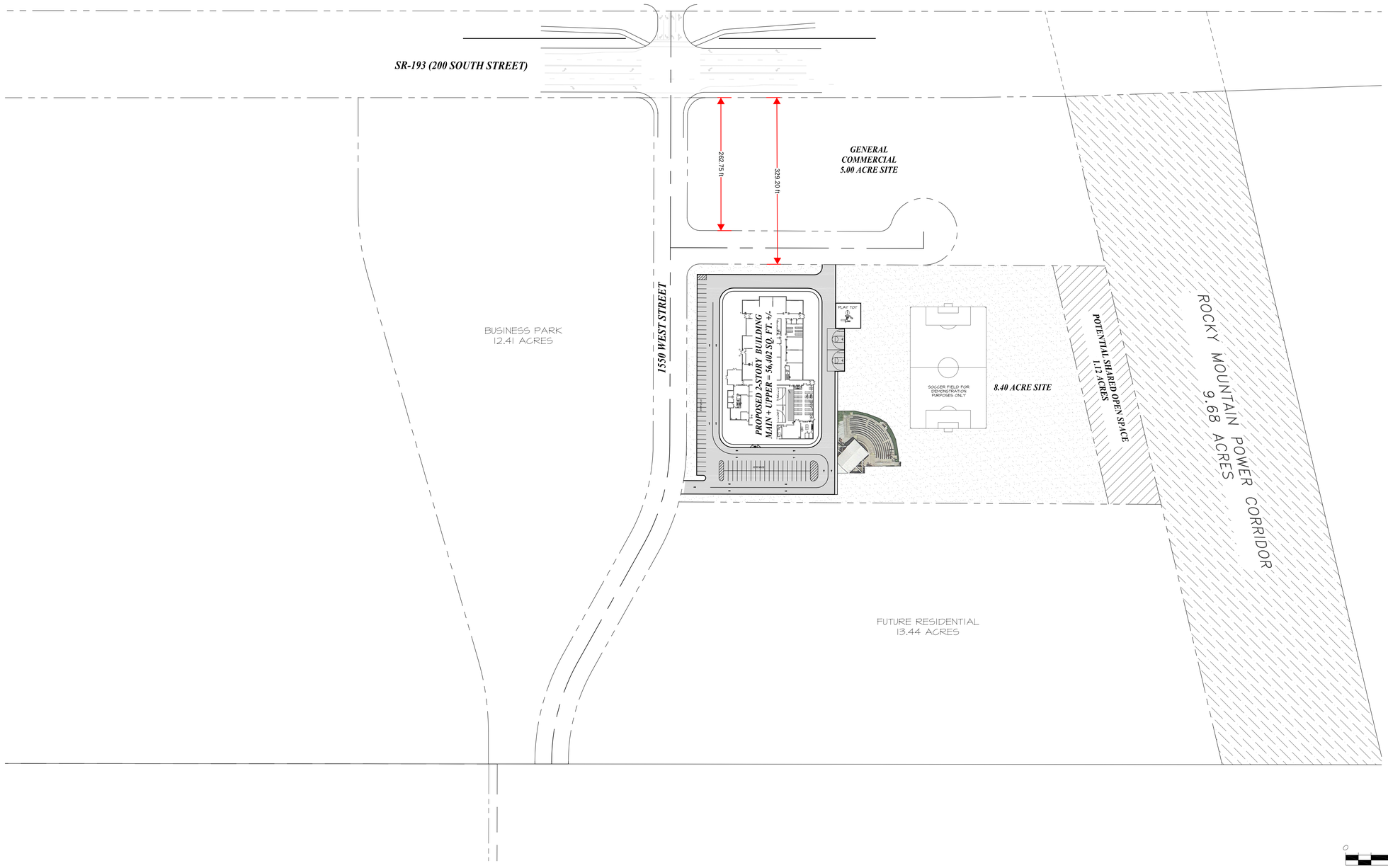
Subject: FW: Charter School

Message | Civil Syracuse Satellite (4) C2 8.26.14.pdf (1 MB)

Sherrie,

Here's the graphic for tonight. Thanks.

ERIC



0 100 200 400

HORIZONTAL SCALE: 1"=100'

SITE PLAN

CALL BLUESTAKES
@ 1-800-662-4111
AT LEAST 48 HOURS PRIOR TO COMMENCING ANY CONSTRUCTION

SEAL:

REVISED:

DATE: __/__/__
PROJECT: ____
DRAWN BY: C.C.
PLOT: 08-13-2014

DRAWING DESCRIPTION: SITE PLAN

SILVERPEAK ENGINEERING
177 E. ANTELOPE DR. #B
LAYTON, UT 84041
PHONE: (801) 499-5054
FAX: (801) 499-5065

SYRACUSE SATELLITE CAMPUS

ADDRESS
SYRACUSE, UTAH

SHEET NUMBER:
C2.0
SITE PLAN

ALL INFORMATION SHOWN HEREON IS NOT FINAL OR APPROVED WITHOUT THE GOVERNING AGENCY'S STAMP AND SIGNATURE. ANY USE OF THIS DRAWING AND ITS CONTENT WITHOUT SAID APPROVAL IS DONE AT THE INDIVIDUAL'S OWN RISK. SILVER PEAK ENGINEERING DOES NOT ASSUME LIABILITY FOR ANY SUCH USE.

EXHIBIT E

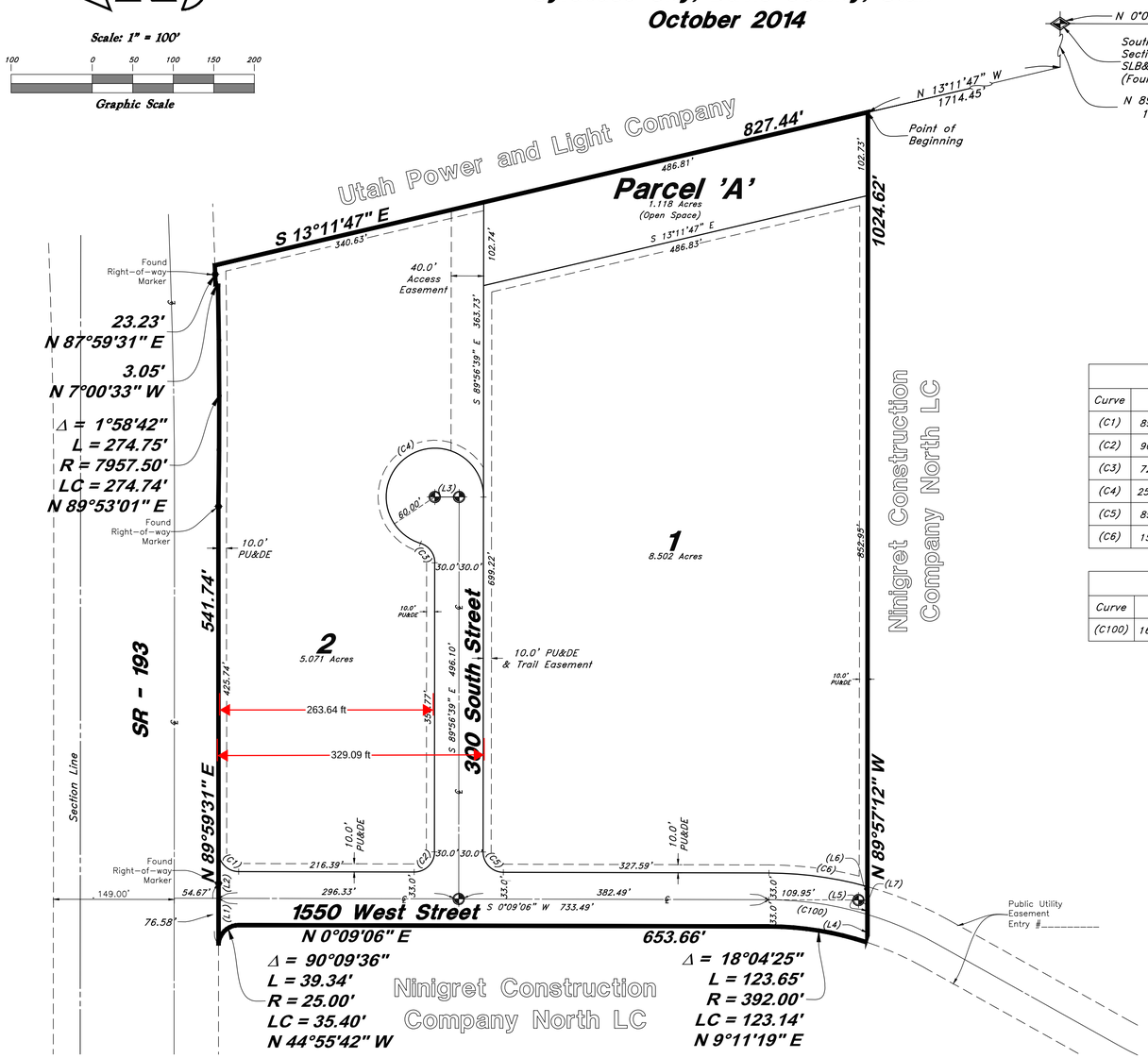
Ninigret North II - Subdivision

A part of the South Half of Section 3,
T4N, R2W, SLB&M, U.S. Survey
Syracuse City, Davis County, Utah
October 2014

Scale: 1" = 100'

100 0 50 100 150 200

Graphic Scale



LEGEND

- ▲ Set Nail & Washer
- ◉ Set Rebar & Cap
- ■ Hub & Tack
- Monument to be Set
- Section Corner
- (Rad) Radial line
- (N/R) Non-Radial line
- D.C.S. Davis County Survey
- – – – – Public Utility & Drainage Easement Line

PROPERTY LINE CURVE DATA					
Curve	Delta	Radius	Length	Chord	Chord Bearing
(C1)	89°50'24"	25.00'	39.20'	35.31'	S 45°04'18" W
(C2)	90°05'45"	25.00'	39.31'	35.38'	S 44°53'46" E
(C3)	72°53'43"	25.00'	31.81'	29.70'	N 53°36'30" E
(C4)	252°31'20"	60.00'	264.44'	96.76'	S 36°34'42" E
(C5)	89°50'55"	25.00'	39.20'	35.31'	S 45°04'34" W
(C6)	15°22'56"	458.00'	122.96'	122.59'	N 7°50'34" E

CENTERLINE CURVE DATA					
Curve	Delta	Radius	Length	Chord	Chord Bearing
(C100)	16°37'07"	425.00'	123.27'	122.84'	S 8°27'40" W

LINE DATA		
Line	Bearing	Length
(L1)	N 89°59'31" E	58.07
(L2)	N 89°59'31" E	57.93
(L3)	S 0°03'21" W	30.00
(L4)	S 89°57'12" E	34.59
(L5)	S 89°57'12" E	11.33
(L6)	S 89°57'12" E	23.01
(L7)	S 29°09'42" W	13.24

NOTE:
10' Wide Public Utility and Drainage Easements on each side of lot lines as indicated by dashed lines.

SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Registered Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 6242920 in accordance with Title 58 Chapter 22, Professional Engineers and Land Surveyors Licensing Act. I also do hereby certify that Ninigret North II – Subdivision in Syracuse City, Davis County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Davis County Recorder's Office, and of a survey made on the ground in accordance with Section 17-23-17. Monumented Lot corners have been set as shown on this drawing.

Signed this day of , 2014.

Andy Hubbard

DESCRIPTION

A part of the South half of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Syracuse City, Davis County, Utah

Beginning at a point which is 1576.79 feet North 89°56'33" West along the Section line and 1714.45 feet North 13°11'47" West from the Southeast Corner of said Section 3, and running thence North 89°57'12" West 1024.62 feet to a point on the arc of a curve; thence Northeasterly along the arc of a 392.00 foot Radius curve to the left a distance of 123.65 feet (Delta Angle equals 18°04'25", Center bears North 71°46'29" West , and Long Chord bears North 9°11'19" East 123.14 feet); thence North 0°09'06" East 653.66 feet to a point of curvature; thence Northwesterly along the arc of a 25.00 foot Radius curve to the left a distance of 39.34 feet (Delta Angle equals 90°09'36", Center bears North 89°50'54", Long Chord bears North 44°55'42" West 35.40 feet) to the South line of State Route 193; thence four (4) courses along said South line as follows: (1) North 89°59'31" East 541.74 feet to a point of curvature; (2) Easterly along the arc of a 7957.50 foot Radius curve to the left a distance of 274.75 feet (Delta Angle equals 1°58'42", Center bears North 0°52'22" East, and Long Chord bears North 89°53'01" East 274.74 feet; (3) North 7°00'33" West 3.05 feet; and (4) North 87°59'31" East 23.23 feet; thence South 13°11'47" East 827.44 feet to the point of beginning.

Contains: 16.753 acres

OWNER'S DEDICATON

I, the undersigned owner of the hereon described tract of land, hereby set apart and subdivide the same into lots and streets as shown on this plat, and name said tract XXXXXXXX, and hereby dedicate, grant and convey to Syracuse City, Davis County, Utah, all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfares forever, and also dedicate to Syracuse City those certain strips as easements for public utility and drainage purposes as shown hereon, the same to be used for the installation, maintenance, and operation of public utility service lines and drainage, as may be authorized by Syracuse City.

Signed this day of , 2014.

Ninigret Construction Company North LC

Eric Rice

ACKNOWLEDGMENT

State of Utah
County of Davis } ss

The foregoing instrument was acknowledged before me this_____ day of _____ 20__ by _____.

Residing At:_____

A Notary Public commissioned in Utah

Commission Number:_____

Commission Expires:_____

Print Name

NARRATIVE

This survey and subdivision plat were requested by Mr. Eric Rice for the purpose of platting (2) Commercial Lots.

Brass cap monuments were found at the Southeast Corner of Section 3, and the East Quarter Corner of Section 10, Township 4 North, Range 2 West, Salt Lake Base and Meridian.

A line bearing North 0°08'31" East between these two monuments was used as the basis of bearings.

Highway Right of way markers were found along the South line of State Route 193 and were used to establish the North line of the Property

SYRACUSE CITY APPROVAL

This is to certify that this plat and dedication of this plat were duly approved and accepted by the City Council of Syracuse City, Utah this day of , 2014.

Attest _____

Title _____

City Recorder

Mayor

SYRACUSE CITY PLANNING COMMISSION

Approved by the Syracuse City Planning Commission on the day of , 2014.

Chair

SYRACUSE CITY ENGINEER

I hereby certify that I have carefully investigated the lines of Survey of the foregoing plat and legal description of the land embraced therein, and find them to be correct and to agree with the lines and monuments on record in this office.

Signed this day of , 2014.

Signature

DAVIS COUNTY RECORDER

ENTRY NO._____FEE PAID _____FILED FOR RECORD AND RECORDED_____, AT _____ IN BOOK_____ OF OFFICIAL RECORDS, PAGE_____. RECORDED FOR_____

DAVIS COUNTY RECORDER

BY:_____

DEPUTY

GREAT BASIN ENGINEERING INC
5746 South 1475 East Ogden, Utah 84403
Main (801)394-4515 S.L.C (801)521-0222 Fax (801)392-7544
www.greatbasinengineering.com

14N915

W:\14N915-Ninigret North\Dwg\14N915 - AP6.dwg, 11/25/2014 8:08:50 AM, Jasonf, 1:1

EXHIBIT F

Ninigret North II - Subdivision

A part of the South Half of Section 3,
T4N, R2W, SLB&M, U.S. Survey
Syracuse City, Davis County, Utah
December 2014

Scale: 1" = 100'

100 0 50 100 150 200

Graphic Scale

N

N 0°08'31" E (Basis of Bearings)

(2636.67' D.C.S.)
2636.76' Meas.

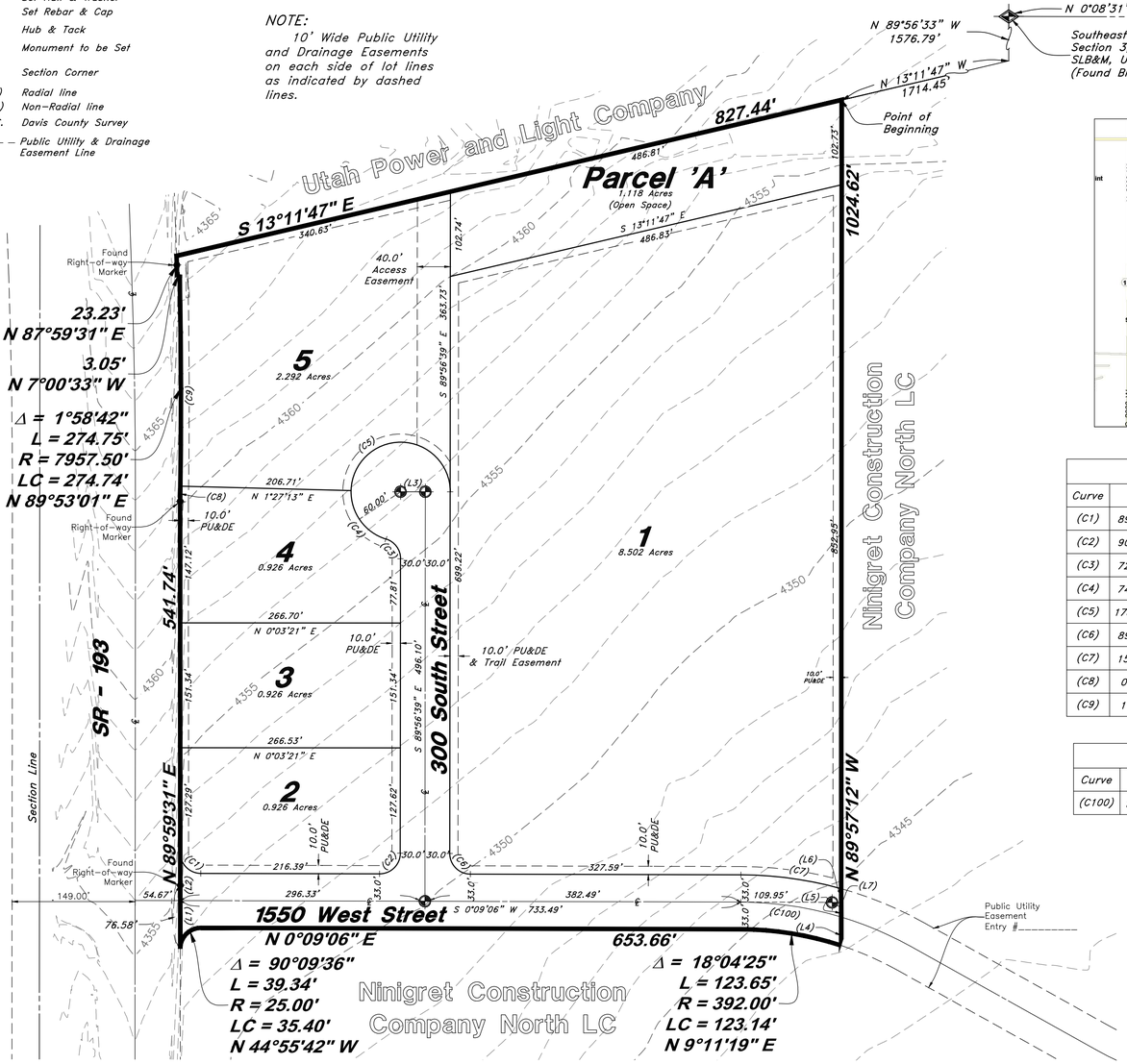
Southeast Corner
Section 3, T4N, R2W,
SLB&M, U.S. Survey
(Found Brass Cap)

East 1/4 Corner
Section 10, T4N, R2W,
SLB&M, U.S. Survey
(Found Brass Cap)

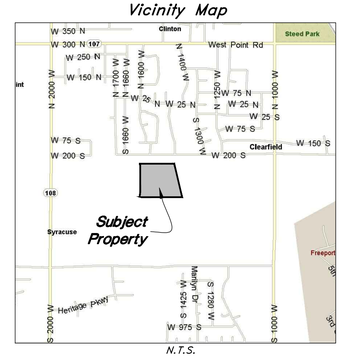
LEGEND

- Set Nail & Washer
- Set Rebar & Cap
- Hub & Tack
- Monument to be Set
- Section Corner
- (Rad) Radial line
- (N/R) Non-Radial line
- D.C.S. Davis County Survey
- Public Utility & Drainage Easement Line

NOTE:
10' Wide Public Utility and Drainage Easements on each side of lot lines as indicated by dashed lines.



Vicinity Map



PROPERTY LINE CURVE DATA					
Curve	Delta	Radius	Length	Chord	Chord Bearing
(C1)	89°50'24"	25.00'	39.20'	35.31'	N 45°04'18" E
(C2)	90°05'45"	25.00'	39.31'	35.38'	N 44°53'46" W
(C3)	72°53'43"	25.00'	31.81'	29.70'	N 53°36'30" E
(C4)	74°17'35"	60.00'	77.80'	72.46'	S 54°18'26" W
(C5)	178°13'44"	60.00'	186.64'	119.99'	N 0°34'06" E
(C6)	89°50'55"	25.00'	39.20'	35.31'	S 45°04'34" W
(C7)	15°22'56"	458.00'	122.96'	122.59'	N 7°50'34" E
(C8)	0°07'58"	7957.50'	18.44'	18.44'	S 89°11'37" E
(C9)	1°50'44"	7957.50'	256.31'	256.30'	N 89°49'02" E

CENTERLINE CURVE DATA					
Curve	Delta	Radius	Length	Chord	Chord Bearing
(C100)	16°37'07"	425.00'	123.27'	122.84'	S 8°27'40" W

LINE DATA		
Line	Bearing	Length
(L1)	N 89°59'31" E	58.07
(L2)	N 89°59'31" E	57.93
(L3)	S 0°03'21" W	30.00
(L4)	S 89°57'12" E	34.59
(L5)	S 89°57'12" E	11.33
(L6)	S 89°57'12" E	23.01
(L7)	S 29°09'42" W	13.24

SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Registered Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 6242920 in accordance with Title 58 Chapter 22, Professional Engineers and Land Surveyors Licensing Act. I also do hereby certify that Ninigret North II – Subdivision in Syracuse City, Davis County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Davis County Recorder's Office, and of a survey made on the ground in accordance with Section 17-23-17. Monumented Lot corners have been set as shown on this drawing.

Signed this day of , 2014.

Andy Hubbard

DESCRIPTION

A part of the South half of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Syracuse City, Davis County, Utah

Beginning at a point which is 1576.79 feet North 89°56'33" West along the Section line and 1714.45 feet North 13°11'47" West from the Southeast Corner of said Section 3, and running thence North 89°57'12" West 1024.62 feet to a point on the arc of a curve; thence Northeasterly along the arc of a 392.00 foot Radius curve to the left a distance of 123.65 feet (Delta Angle equals 18°04'25", Center bears North 71°46'29" West , and Long Chord bears North 9°11'19" East 123.14 feet); thence North 0°09'06" East 653.66 feet to a point of curvature; thence Northwesterly along the arc of a 25.00 foot Radius curve to the left a distance of 39.34 feet (Delta Angle equals 90°09'36", Center bears North 89°50'54", Long Chord bears North 44°55'42" West 35.40 feet) to the South line of State Route 193; thence four (4) courses along said South line as follows: (1) North 89°59'31" East 541.74 feet to a point of curvature; (2) Easterly along the arc of a 7957.50 foot Radius curve to the left a distance of 274.75 feet (Delta Angle equals 1°58'42", Center bears North 0°52'22" East, and Long Chord bears North 89°53'01" East 274.74 feet; (3) North 7°00'33" West 3.05 feet; and (4) North 87°59'31" East 23.23 feet; thence South 13°11'47" East 827.44 feet to the point of beginning.

Contains: 16.753 acres

OWNER'S DEDICATON

I, the undersigned owner of the hereon described tract of land, hereby set apart and subdivide the same into lots and streets as shown on this plat, and name said tract XXXXXXXX, and hereby dedicate, grant and convey to Syracuse City, Davis County, Utah, all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfares forever, and also dedicate to Syracuse City those certain strips as easements for public utility and drainage purposes as shown hereon, the same to be used for the installation, maintenance, and operation of public utility service lines and drainage, as may be authorized by Syracuse City.

Signed this day of , 2014.

Ninigret Construction Company North LC

Eric Rice

ACKNOWLEDGMENT

State of Utah
County of Davis } ss

The foregoing instrument was acknowledged before me this_____ day of _____ 20__ by _____.

Residing At:_____

A Notary Public commissioned in Utah

Commission Number:_____

Commission Expires:_____

Print Name

NARRATIVE

This survey and subdivision plat were requested by Mr. Eric Rice for the purpose of platting (5) Commercial Lots.

Brass cap monuments were found at the Southeast Corner of Section 3, and the East Quarter Corner of Section 10, Township 4 North, Range 2 West, Salt Lake Base and Meridian.

A line bearing North 0°08'31" East between these two monuments was used as the basis of bearings.

Highway Right of way markers were found along the South line of State Route 193 and were used to establish the North line of the Property

SYRACUSE CITY APPROVAL

This is to certify that this plat and dedication of this plat were duly approved and accepted by the City Council of Syracuse City, Utah this day of , 2014.

Attest _____

Title _____

City Recorder

Mayor

SYRACUSE CITY PLANNING COMMISSION

Approved by the Syracuse City Planning Commission on the day of , 2014.

Chair

SYRACUSE CITY ENGINEER

I hereby certify that I have carefully investigated the lines of Survey of the foregoing plat and legal description of the land embraced therein, and find them to be correct and to agree with the lines and monuments on record in this office.

Signed this day of , 2014.

Signature

DAVIS COUNTY RECORDER

ENTRY NO._____FEE PAID _____FILED FOR RECORD AND RECORDED_____, AT _____ IN BOOK_____ OF OFFICIAL RECORDS, PAGE_____. RECORDED FOR_____

DAVIS COUNTY RECORDER

BY:_____

DEPUTY

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14N915

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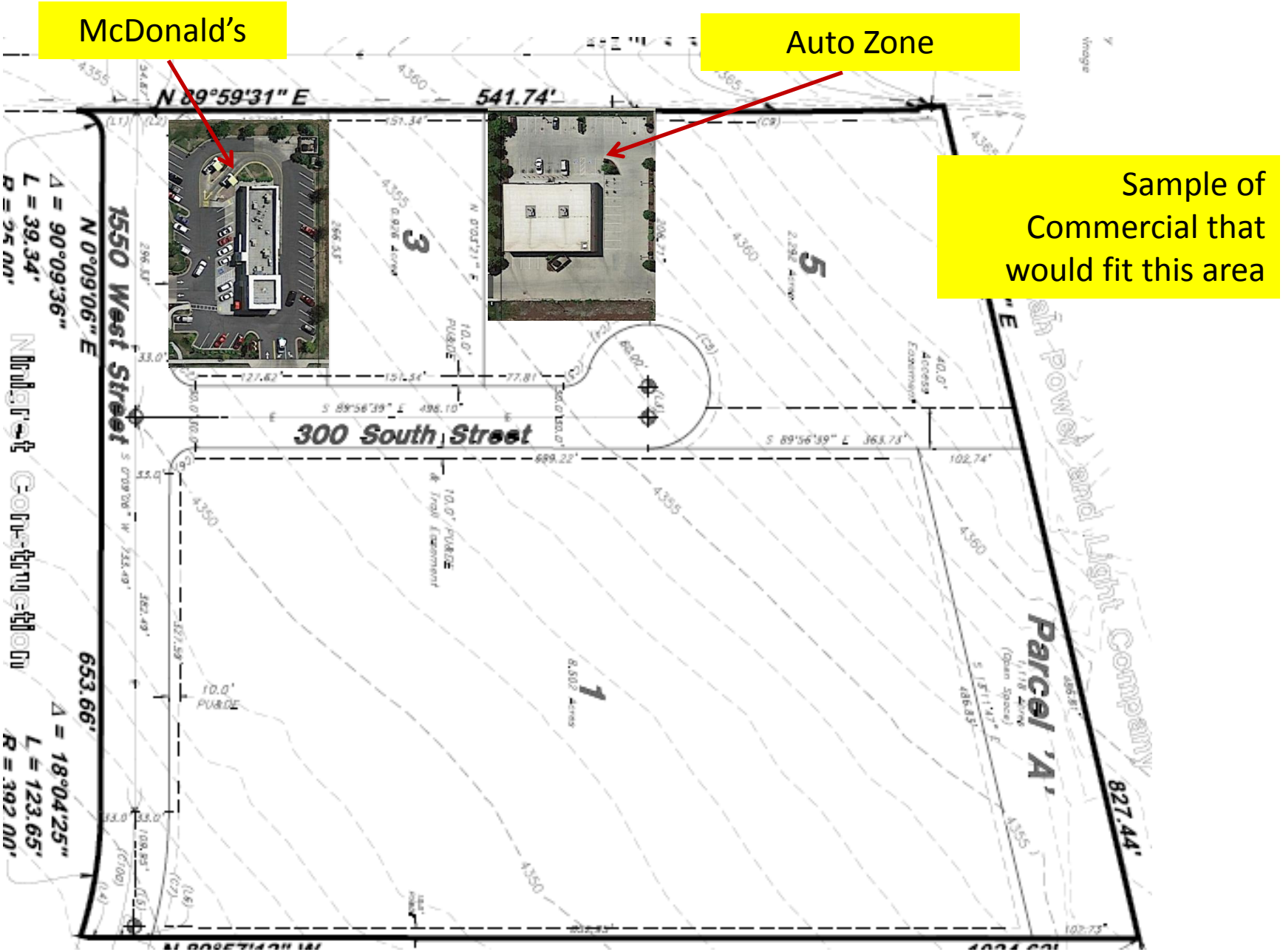
EXHIBIT G


McDonald's
Auto Zone
Sample of Commercial that would fit this area
N 89°59'31" E
541.74'
1550 West Street
300 South Street
Parcel 'A'
827.44'
653.66'
N 0°09'06" E
Δ = 90°09'36"
L = 39.34'
Δ = 18°04'25"
L = 123.65'
3
5
1

SYRACUSE CITY

Syracuse City Council Regular Meeting Agenda
January 13, 2015 – 7:00 p.m.
City Council Chambers
Municipal Building, 1979 W. 1900 S.

1. Meeting called to order
   Invocation or thought
   Pledge of Allegiance
   Adopt agenda
2. Presentation of the Syracuse City and Wendy's "Award for Excellence" to Kinley Austad and Aaron Bigelow.
3. Approval of Minutes:
   a. Work Session of December 9, 2014
   b. Regular Meeting of December 9, 2014
4. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes.
5. **Public Hearing** – Proposed Resolution R15-01 amending the Syracuse City Consolidated Fee Schedule by making adjustments throughout.
6. Proposed Resolution R15-02, General Plan Amendment request from General Commercial to Planned Residential Development Zone, located at 1600 W. 1700 S., applicant Q-2 LLC.
7. Proposed Resolution R15-03, General Plan Amendment request from Neighborhood Services and R-3 Residential to Professional Office Zone, located at 1407 S. 2000 W., applicant Q-2 LLC.
8. Proposed Ordinance 15-01, Rezone request from R-3 Residential to Professional Office Zone, located at 1407 S. 2000 W., applicant Q-2 LLC
9. Final Plan Approval Ninigret North II, located at approximately 1550 S. SR-193, R-3 Residential and GC General Commercial Zone.
10. Authorize Administration to execute Energy Management Agreement with EnerNOC, Inc. for Irrigation Load Control Program.
11. Award and authorize Administration to execute agreement with E.K. Bailey for 3000 West culinary and secondary waterline project
12. Councilmember Reports.
13. Mayor Report.
14. City Manager Report.
15. 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 8th day of January, 2015 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 January 8, 2015.

CASSIE Z. BROWN, CMC
SYRACUSE CITY RECORDER
~~~~~

COUNCIL AGENDA

January 13, 2015

Agenda Item **#3** Approval of Minutes.

Factual Summation

- Please see the draft minutes of the following meeting(s):
    a. Work Session Meeting of December 9, 2014.
    b. Business Meeting of December 9, 2014

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

DRAFT

Minutes of the Syracuse City Council Work Session Meeting, December 9, 2014

Minutes of the Work Session meeting of the Syracuse City Council held on December 9, 2014, at 6:05 p.m., in the Council Work Session Room, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Brian Duncan
Mike Gailey
Craig A. Johnson
Karianne Lisonbee
Douglas Peterson

Mayor Terry Palmer
City Manager Brody Bovero
City Recorder Cassie Z. Brown

City Employees Present:
Finance Director Steve Marshall
Police Chief Garret Atkin
Fire Chief Eric Froerer
Parks and Recreation Director Kresta Robinson

The purpose of the Work Session was to review the agenda for the business meeting to begin at 7:00 p.m.; receive the annual audit report; hear a request to be on the agenda from Steven Cook regarding Cook Quarters Subdivision development standards; hear a request to be on the agenda from Matt Gertge regarding impact fees for Rain Tree Assisted Living Center on 1900 South; discuss agenda item 14, proposed resolution encouraging legislation regarding comprehensive transportation funding; discuss a Police Department budget request for body cameras; review items forwarded by the Planning Commission; receive an update regarding the City ice rink project; and discuss Council business.

6:05:47 PM

Agenda review

Mayor Palmer briefly reviewed the agenda for the business meeting to begin at 7:00 p.m.

6:06:54 PM

Audit report

A staff memo from Finance Director Marshall explained Tyson Beck, Audit Manager from Keddington & Christensen, would be in attendance to provide a detailed presentation about this year's audit and will be able to answer any questions that you may have. The memo also asked the Council to review the Comprehensive Annual Financial Report

(CAFR) for the fiscal year ended June 30, 2014. It provides very good information on the financial position of the City. The City has been awarded the GFOA Certificate of Achievement for Excellence in Financial Reporting for the four previous years. I will be submitting this CAFR for the award again this year with the expectation that the City will be awarded that same recognition. A lot of hard work has gone into the preparation of this report and I want to thank all the departments for their collaborative efforts.

6:07:00 PM

Mr. Marshall reviewed his staff report.

6:07:28 PM

Mr. Beck then proceeded with his presentation regarding the City's annual audit. There was miscellaneous discussion throughout the presentation and at the conclusion of Mr. Beck's presentation the Council thanked him for the information shared.

6:23:00 PM

Request to be on the agenda: Steven Cook regarding Cook Quarters Subdivision development standards

A memo from the Community and Economic Development Director explained Steven Cook has requested a discussion item with the City Council regarding the submittal of water shares and buffer yard requirements. Located at 2600 West 700 South. Mr. Cook received final plat approval for a two lot subdivision, Cooks Quarters, on October 14, 2014. As part of the approval Mr. Cook is required to submit 3 acre feet of water (1/2 share Davis & Weber) for the provision of secondary water service. Mr. Cook is also required to provide a buffer on the North boundary of the subdivision between his property and the Agricultural Zone in accordance with City Code. Mr. Cook has made a request to record the final plat and obtain a building permit prior to submitting the water share. He has indicated that the property was purchase from an owner that does have one share (6 acre feet) of Davis & Weber, but in order to have the water transferred to him, that owner must go through a probate process to obtain the right to transfer the share. The expected time frame is 4 months. The City Code does not provide an exception for the transfer of water. Staff suggested that perhaps we would accept a bond, in the amount

equivalent to the purchase price of ½ share of Davis & Weber to ensure the transaction would occur and protect the City's interest. Mr. Cook has stated that he cannot afford to do so. Mr. Cook's second request is to negate the requirement for a fence along the north boundary in accord with the requirement of the City Code Buffer Table. He has stated that the cost of doing so is prohibitive and the property owner to the North does not care if the fence is built. The code does not allow for an exception to this requirement, regardless of subdivision size and has been enforced on all other subdivisions regardless of size or cost. The memo provided a review of City ordinances that pertain to Mr. Cook's request as follows:

8.10.090 Irrigation water.

In the City, each acre of irrigable property requires roughly four acre feet (four a.f.) of water annually during normal water years.

(A) Residential Subdivisions. A developer shall convey to the City water rights that have been customarily used on the property to be developed that are usable by and acceptable to the City to provide three a.f. for each acre or part thereof within a residential subdivision. In the event there are no owner water rights on property to be developed, the developer shall obtain and convey water rights acceptable and usable by the City.

10.30.080 Buffer yards.

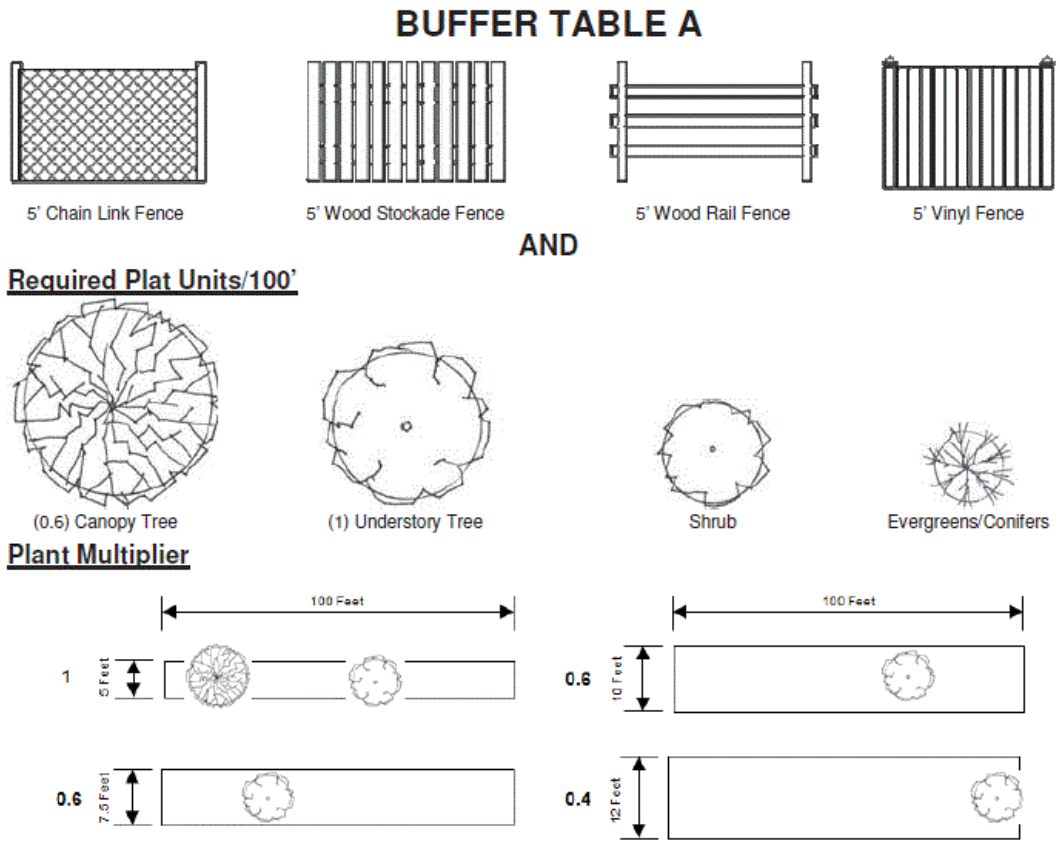
(B) Location of Buffer Yards. Buffer yards shall be located on the outer perimeter of a lot or parcel adjacent to a different use and shall extend along the entire boundary of the property adjacent to that use. Fencing associated with buffer yards shall be located on property lines except as described in subsection (G) of this section.

Table 2

Buffer Classification Requirements

		EXISTING LAND USE CLASSIFICATION					
	Buffer Classification Requirements*	**1**	**2**	**3**	**4**	**5**	**6**
Proposed Land Use	Industrial	__	E	E	E	E	__
	Business Park	__	D	D	D	D	__
	Neighborhood Services	__	C	C	C	C	__
	General Commercial	A	D	D	D	D	__
	Agriculture		__	A	A	B	C
	R-1 Residential	A			A	B	C
	R-2 Residential	A				C	D
	R-3 Residential	A	__		__	C	E
	Private Residential Development	A	C	D	__	D	E
	Professional Office	C	D	D	D	__	
	Research Park	C	D	E	E	E	E

* Refer to minimum lot standards associated with each zone for minimum yard setback requirements. NOTE: Any residential use abutting agriculture or farm industry must have a five-foot non-climbable fence.



6:23:18 PM

Ms. Christensen reviewed her staff memo.

6:25:16 PM

Councilmember Lisonbee stated she understands the fencing and planting requirements in the buffer table, but would not be opposed to waiving that requirement; however, she would be concerned about allowing the plat to be recorded without requiring the dedication of the required water shares.

6:26:00 PM

Councilmember Peterson stated he is not inclined to approve either of Mr. Cook's request.

6:26:28 PM

Councilmember Duncan stated that he feels it is most appropriate to amend the City's ordinance to allow for an exception to some of the requirements of the development process. He stated that simply granting an exception without the ability to do so is a violation of the City's ordinance.

6:27:40 PM

Councilmember Johnson asked if there are fences around the properties to the east and west. Ms. Christensen stated those are residential properties and they may not have been subdivided through the City's subdivision ordinance. Councilmember Johnson stated that he recalls the City has provided an exception to the buffer ordinance; he is aware of two properties with differing land uses that have no fence inbetween them. He noted the claim that no exception has ever been granted is not accurate. Ms. Christensen stated that she is not sure when the buffer ordinance was initially implemented and the property referenced by Councilmember Johnson may have been subdivided before the buffer ordinance was put into effect.

6:29:12 PM

Council discussion ensued regarding the appropriateness of granting a exemption to the City's ordinances versus considering ordinance amendments.

6:32:28 PM

Mr. Cook stated he is in a unique situation; he is being treated as a developer, yet he will reside in the City upon the completion of his project. He stated he is a first time homebuilder and has found it costs a lot of money up front to get approval to subdivide a parcel of property. He stated he would like to negotiate an outcome with the City that will allow him to proceed with his project that will give him additional time to provide the water share; he would also like for the requirement for a fence at the back of his property to be waived because he does not have $4,000 to pay for such a fence.

6:33:57 PM

Mayor Palmer stated he was under the impression that there is a water share associated with the property but it cannot be accessed at this time. Mr. Cook stated that is correct; the previous owner of the property cannot locate the certificate of ownership for the water share and she must go through a probate process to get a new copy of the water share certificate. That process may take some time and in order to proceed with the project now he would need to purchase a water share from someone else for approximatley $8,000. He stated it will take the previous owner approximatley six months to go

through the probate process, but after that amount of time his construction loan will have expired. Ms. Christensen stated staff's position is that the City can not proceed with approval of the subdivision without a water share secured based on a commitement that one will eventually be provided because there is no way to call upon that commitment and require Mr. Cook to provide the water. Councilmember Johnson suggested the use of an agreement that offers recourse to the City in the event that the water share is not provided. Councilmember Peterson suggested that a lien be placed on the property. Councilmember Duncan stated a lien would be problematic for the Cooks at the time they try to refinance from a construction loan to a traditional home loan. Councilmember Lisonbee agreed with Councilmember Johnson that it would be more appropriate to craft an agreement allowing for the water share to be provided at a later date. City Attorney Drake stated that is an option, but the amount of time and effort the City would expend trying to collect the water share upon default of the agreement would likely not be worth the value of the water share. Council discussion regarding options for addressing the Cooks situation continued. Mayor Palmer stated he feels additional discussion will be necessary and he encouraged staff to continue to work with the Cooks. He asked that the City Council consider the issue further for continued discussion at a future meeting. Councilmember Duncan reitearted he feels it is important to consider an ordinance amendment rather than offering an exemption to the current ordinance.

6:38:49 PM

Public Works Director Whiteley noted the Cooks have been good to work with; the City has also made other concessions on the project to save them money on their development relative to land drainage at the subject property.

6:39:57 PM

Request to be on the agenda: Matt Gertge regarding impact fees for Rain Tree Assisted Living Center on 1900 South.

A memo from the Community and Economic Development Director explained Matt Gertge is requesting consideration to waive the park impact fees for the Rain Tree Assisted Living Center on 1900 South. Staff met with Mr. Gertge on December 1, 2014 to review the calculations of the impact fees as part of the building permit approval process. Attending this meeting were the Building Official, CED Director, Public Works Director, City Engineer, Finance Director

and City Manager. The two impact fees in question were the Traffic Impact Fee and the Park Impact Fee. The Fee Schedule for each impact fee is as follows:

Residential Transportation	Single Family Residence	$1,131.00 per Unit
Residential Transportation	All other types/units	$705 per Unit
Commercial Transportation		
General Commercial		$2,326.00 per 1,000 sf of GFA
Office/Institutional		$2,428.00 per 1,000 sf of GFA
Industrial		$668.00 per 1,000 sf of GFA
Parks, Trails & Recreation		$2393.56 per Household

The initial fee was calculated as an Institutional Commercial Use, the revised fee was calculated as a Residential Use.

	Initial Fee: based upon total area of Phase 1 & 2 using the Institutional Rate under the Commercial Impact Fee	**Adjusted Fee:** the fee was recalculated under the "All other types/units" fee for Residential Transportation Impact Fee
Transportation Impact Fee	30,906 sq. x $2,428 = $75,268	Ph. 1 28 units x $705 = $19.740 Ph. 2 33 units x $705 = $23,265

The Park Impact Fee was calculated by determining the equivalent household units the assisted living would house. The creation of the Park Impact Fee Plan used the Cities median household size of 3.71 persons per household. Staff reviewed the number of residents in the facility and divided it by 3.71 to determine the multiplication factor.

	Methodology	**Initial Fee:**	**Requested Fee:**
Phase 1: 28 units	28 ÷ 3.71 = 7.547	7.547 X $2,393 = $18,060	$0
Phase 2: 33 units	33 ÷ 3.71 = 8.895	8.895 x $2,393 = $21,285	$0

Staff interpretation of the Impact Fee Ordinance is that if the use is residential and impact fee for Transportation is based upon a residential schedule then the park impact should be assessed. The facility is a Type 1 Care Facility, in which the residents are ambulatory and must be able to self-evacuate in the event of an emergency. It is plausible that residents may have use of city park and recreation facilities during group outings, family outings, or at senior citizen activities at the community center. Staff recognizes that the level of use by the residents would be less than that of an average household and therefore a reduction of fee is appropriate. The proposed fee from staff equals a 75% discount over the per unit fee charged for the Transportation Impact Fee unit size. The Syracuse City Parks, Trails & Recreation Impact Fee Analysis, page 18, in accordance with State Code states the following:

The standard impact fee can also be decreased to respond to unusual circumstances in specific cases in order to ensure that impact fees are imposed fairly. In certain cases, a developer may submit studies and data that clearly show a need for adjustment.

At the discretion of the City, impact fees may be modified for low-income housing, although alternate sources of funding must be identified.

It is the discretion of the City Council to waive or modify the impact fees to be assessed. Mr. Gertge has requested a total park impact fee waiver. His request has been attached with his justification. No data was submitted that clearly demonstrates a need for adjustment.

6:40:13 PM

Mayor Palmer noted Mr. Gertge is not present and he moved to the next item on the agenda.

6:40:13 PM

Discuss agenda item 14 – proposed resolution encouraging legislation regarding comprehensive transportation funding.

A staff memo from the City Manager explained several cities, in conjunction with the Utah League of Cities and Towns (ULCT), have been working with state legislators over the last year address the pressing transportation needs throughout the State. The State, Counties, and Cities typically struggle to keep up with road resurfacing, bridge maintenance, provision and maintenance of trails and other bike/pedestrian routes, and sidewalks. The Gas Tax as a revenue source for maintaining our transportation system has not been changed since 1997. The Gas Tax is not indexed, so the real purchasing power of Gas Tax revenue has decreased 45% since 1997. In addition, due to fuel efficient engines, the consumption of gas has slowed down on a per vehicle basis. This proposed resolution is in support of the State Legislature studying and considering a $0.0025 local option sales tax ear-marked for transportation needs. The resolution also supports expanding the eligible uses of this revenue source to include other transportation expenses, such as trails, sidewalks, traffic calming, lighting, and other comprehensive transportation infrastructure. The current Gas Tax revenue can only be used toward road-related expenses. The proposed resolution also supports the Unified Transportation Plan adopted by the State. I encourage

you to look through UDOT's website at http://www.udot.utah.gov/main/f?p=100:pg:0::1:T,V:207, which has a wealth of information on the State's long-range transportation plans. Toward the bottom of the page you can download and view the Unified Transportation Plan. I have attached pages from the UTP that pertain to Davis County. Also attached is a Deseret News article from February 2014 written by Natalie Gochnour who is an Associate Dean at the Eccles School of Business at the University of Utah, and Chief Economist for the Salt Lake Chamber. She presents some interesting arguments, and recommends an increase to the Gas Tax as the means to funding the state's transportation needs. This article was published prior to the sales tax alternative being discussed. Also attached is the City's 5-yr Capital Improvement Plan. The Plan shows an estimated $6.1million in capital needs related to roads. The unseen savings in road maintenance is the cost for rehabilitation and reconstruction. It is well documented that maintenance is cheaper than repair or replacement when it comes to roads. With this understanding, the City would likely save money in the long run if it were better equipped to maintain existing roads over their lifetimes. Also attached is a suggested resolution drafted by the ULCT. The Council can adopt, amend and adopt, or choose not to adopt.

6:40:29 PM

Mr. Bovero reviewed his staff memo.

6:45:17 PM

Council discussion regarding the item ensued, with the Council ultimately concluded they are not supportive of adopting a proposed resolution encouraging the State Legislature to conduct the requested study and ultimately raise taxes. The Council indicated the State Legislature needs to make the decision on their own without asking for support from cities and towns throughout the State.

6:52:21 PM

Discuss Police Department budgetary request re: body cameras

A staff memo from the Police Chief explained the purpose of this memo is to outline a request for the Syracuse City Council to approve the purchase of 15 Taser Axon Flex body cameras for the police department. The Department currently deploys MUVI brand cameras on patrol officers. The cameras are mounted on an officer's chest. Currently the video from

these cameras is manually downloaded by the individual officer onto a City server managed by the IT Department. The following points justify this purchase:

- Taser is currently offering a one for one trade in allowance until December 31, 2014. We would send Taser 15 of our current cameras (approximately value of $280.00 each); in return, we would receive 15 Taser Axon Flex cameras with multiple mounting options (approximate retail value of $800.00 each).
- The Taser cameras are designed to provide officer point of view footage by placing the cameras on the officers' shoulder area or head (recommended by Syracuse City Attorney).
- 15 Taser Axon Flex cameras will equip all patrol officers, the two SROs assigned to schools, and allow two for detective use.
- SLCPD deploys these cameras on all patrol officers. They recently had an officer involved shooting where witnesses reported seeing things that did not occur. SLCPD credits this system with being able to provide the evidence necessary to show the officer's actions were justified and appropriate. (Associated Press October 3, 2014)
- TJ sat in a presentation made to us by SLCPD. According to information gained during this presentation and his calculations regarding our current server capacity, we could expect to purchase a new server every 8 months at a cost of $20,000.00 each.

Financial Implications:

- Trade in program requires a three year commitment to the Evidence.com system.
- Evidence.com allows quick access and search capabilities to our video files. We can set parameters for various call types and Evidence.com will store the videos until they reach the set time limits. The system automatically deletes the videos as appropriate.
- Licensing and storage with Evidence.com was quoted to us at $4833.00 per year. That is essentially ¼ of what it would cost us to purchase a server each year.
- Need to purchase two 6 unit docking stations at a total cost of $1999.90. Docking stations are used to charge the units and allow for automatic download into Evidence.com.

Program year	Cost
1	$6,882.85*
2	$4,833.00

3	$4,833.00
Total	$16,548.85

*First year price is higher because of $49.95 shipping and handling and $1,999.90 for docking stations.

If the Council wishes, I believe I can pay for the first year using funds from the Department's vehicle maintenance account. If that is the desired course of action, I would be asking the Council to fund the amounts in years 2 and 3. Additional research information is available if requested.

Research Information

SLCPD Officer Involved Shooting Article

DOJ Study On Implementing A Body Worn Camera Program

DOJ Body Worn Cameras For Criminal Justice Market Survey

6:52:33 PM

Chief Atkin reviewed his staff memo.

6:57:58 PM

The Council indicated they are comfortable with the proposal to swap current cameras for new body cameras. Chief Atkin also provided a brief summary of how the body cameras work and how the data recorded on the cameras will be stored and retained by the City.

Review items forwarded to City Council by Planning Commission: Site Plan Approval, Residential Facility for Persons with a Disability, located at approximately 2075 S. Bluff Road.

A memo from the Community and Economic Development Director explained the Planning Commission held a public hearing on December 2, 2014 for Site Plan recommendation. All items noted in staff report have been addressed by the Planning Commission. Site Plans for Residential Facilities for Disabled individuals under City Code are approved by the Council after Planning Commission recommendation. It is a permitted use in the R-2 zone and a protected use under the Americans with Disabilities Act. The home is located on 0.58 Acres, and will be a Type1 Assisted Living for 10-12 residents with developmental disabilities. The main floor is wheelchair accessible, making 50% of the structure ADA compliant. The

International Building Code requires 10% of the facility to be ADA compliant. The Syracuse City Planning Commission hereby recommends that the City Council approve the site plan for the Andreasen Assisted Living facility, located at 2075 S Bluff Road subject to meeting all requirements of the City's Municipal Codes and City staff reviews.

Mayor Palmer reported there was insufficient time to discuss this item.

Review items forwarded to City Council by Planning Commission: Proposed ordinance amending Title Ten relative to kitchens and landscaping.

A memo from the Community and Economic Development Director explained staff has requested the proposed revisions to the City Code Title 10 regarding administrative issues regarding: second kitchens, not part of an accessory dwelling unit and a requirement for landscaping to be installed within 1 year of occupancy of a dwelling. Staff has requested this amendment to allow home owners to construct second kitchens in their homes without requiring a conditional use permit for an accessory dwelling unit. Many people wish to have a second kitchen in their basements for entertaining or canning purposes. The Building Code and the Zoning Code currently require that be viewed as a second living unit and as such require additional permitting and expensive construction for fire walls, utility access, etc. The proposed amendment would allow homeowners to build a second kitchen, file a notice on the property that the kitchen is not approved as a second living unit, until such time that appropriate permits are obtained. This protects future home buyers who will receive notice prior to closing on the home that they cannot rent the basement as an apartment until it is brought up to code and has a permit issued. A draft Second Kitchen Agreement has been created to demonstrate how the ordinance would be administered. The agreement would be recorded and would only be binding until such time that permits were obtained to use the kitchen as part of an accessory dwelling unit. This is a common method used in many cities, examples can be found in Draper, Herriman, Hurricane, Murray, Pleasant Grove, Salt Lake City, Provo, and West Point. Also in the packet are excerpts from the International Building Codes. Under these codes the Building Inspector would still need to treat a kitchen as a second dwelling unit, unless the agreement noted above was recorded for assurance. The second part of the requested amendment is a requirement that landscaping be installed within 1 year of issuance of a certificate of occupancy. This will give homeowners at least one summer season to complete landscaping regardless of the month the home is completed. The

Planning Commission held public hearings on the proposed amendments on October 21, 2014. At a public meeting on November 18, 2014 the Planning Commission recommended to the City Council the adoption of the proposed amendments. In making determination on Code amendments the City Council should review the City Municipal Code, Section 10-4-070(E)(1), which states the following:

> (E) Approval Standards. A decision to amend the text of this Title or the zoning map is a matter of legislative discretion by City Council and not controlled by any one standard. However, in making an amendment, the City Council should consider: (Ord. 10-02)
>
> 1. Whether it would be is consistent with goals, objectives and policies of the City's General Plan; (Ord. 10-02)

The Syracuse City Planning Commission hereby recommends that the City Council approve the adoption of Ordinance 14-xx, Amending Title X.

Mayor Palmer reported there was insufficient time to discuss this item.

Review items forwarded to City Council by Planning Commission: Preliminary Plat Approval, Ninigret North Subdivision Phase 2, located at approximately 1550 W 200 South, applicant Ninigret LLC.

A memo from the Community and Economic Development Director explained that relative to concept play for this application, staff met with the applicant for review on November 19. Due to the amended November Council Schedule, notice of the concept review via work session was not feasible prior to the Preliminary Application. The Planning Commission held a public hearing on December 2, 2014 for Preliminary Plan recommendation. All items noted in staff report have been addressed by the Planning Commission. The Planning Commission discussed the extension of 1550 West to Monterey Estates with the developer. The proposal was to install the of site utilities and install road base, such that lot 1 would have a secondary access to the site for the school site. The fire marshal stated this would be adequate to alleviate his concerns. UPDATE: City Engineer, Brian Bloemen spoke with the developer on Wednesday and with the release of the bond from Ninigret North, Phase 1, the developer is willing to pave the entirety of the road from SR-193 to Monterey Estates. The

city will need a minor development agreement to ensure the road completion outside the boundaries of this subdivision. The Syracuse City Planning Commission hereby recommends that the City Council approve the preliminary plat for the Ninigret North II Subdivision, located at approximately 1550 W 200 South subject to meeting all requirements of the City's Municipal Codes and City staff reviews.

Mayor Palmer reported there was insufficient time to discuss this item.

Update regarding City ice rink project

City Manager Bovero noted he would provide the update regarding the City's ice rink project during the business meeting.

Council business

There was no Council business.

The meeting adjourned at 7:00 p.m.

_____	_____
Terry Palmer	Cassie Z. Brown, CMC
Mayor	City Recorder

Date approved: _____

DRAFT

Minutes of the Syracuse City Council Regular Meeting, December 9, 2014.

Minutes of the Regular meeting of the Syracuse City Council held on December 9, 2014, at 7:08 p.m., in the Council Chambers, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Brian Duncan
Mike Gailey
Craig A. Johnson
Karianne Lisonbee
Douglas Peterson

Mayor Terry Palmer
City Manager Brody Bovero
City Recorder Cassie Z. Brown

City Employees Present:
Finance Director Steve Marshall
Public Works Director Robert Whiteley
Fire Chief Eric Froerer
Police Chief Garret Atkin
Parks and Recreation Director Kresta Robinson
Community Development Director Sherrie Christensen

1. Meeting Called to Order/Adopt Agenda

Mayor Palmer called the meeting to order at 7:07 p.m. as a regularly scheduled meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Councilmember. Police Chief Atkin provided a thought centered on Police work. A local Boy Scout then led all present in the Pledge of Allegiance.

7:12:37 PM

COUNCILMEMBER DUNCAN MOVED TO ADOPT THE AGENDA. COUNCILMEMBER LISONBEE SECONDED THE MOTION; ALL VOTED IN FAVOR.

7:12:51 PM

2. Presentation of the Syracuse City and Wendy's "Award for Excellence" To Alexandra Youngblood and Xavier Muncuia.

The City wishes to recognize citizens who strive for excellence in athletics, academics, arts and/or community service. To that end, in an effort to recognize students and individuals residing in the City, the Community and Economic Development, in conjunction with Jeff Gibson, present the recipients for the "Syracuse City & Wendy's Award for Excellence". This monthly award recognizes the outstanding performance of a male and female who excel in athletics,

academics, arts, and/or community service. The monthly award recipients will each receive a certificate and be recognized at a City Council meeting; have their photograph placed at City Hall and the Community Center; be written about in the City Newsletter, City's Facebook and Twitter Feed, and City's website; be featured on the Wendy's product television; and receive a $10 gift certificate to Wendy's.

Mayor Palmer noted both teens receiving the award for December 2014 were nominated by Buffalo Point Elementary School staff.

Alexandra Youngblood

Buffalo Point Elementary has selected Alexandra Youngblood for Syracuse City and Wendy's Award for Excellence based on the following nomination from her teacher, Colette Goff, a 2nd Grade Educator at Buffalo Point. I have been invited to select a student from my second grade class here at Buffalo Point Elementary who magnifies exemplary academic skills and reflects outstanding citizenship/behavior in my classroom. It is my HONOR and PLEASURE to nominate Alexandra Youngblood based on the above qualifications.

Alexandra radiates excellence in all academic areas of the Davis School District curriculum, she is a leader for good, and magnifies her art talent in such a way, one might think she is much older than a second grader. It gives me great joy and happiness to see one of my students recognized for going above and beyond what is expected of a child Alex's chronological age. I have noticed Alex take a student by the hand who is alone, in need of a friend, and befriend that person who would otherwise be without friendships. She too, is quick to give academic assistance if there is someone on her classroom team who just doesn't understand the rigor of the academics expected. Her behavior is an example to those who notice her demeanor and they quickly want to follow her example. Though Alex is young, her older Spirit radiates with love and kindness. She is eager to help others and looks forward to school each day, so she can work hard to be the best she can be. It is people like Alex who will help this old world change for the better one child at a time.

Xavier Munguia

Buffalo Point Elementary has selected Xavier Munguia for Syracuse City and Wendy's Award for Excellence. He is a 5th grade student in Miss Warner's classroom. Xavier is a stellar student when it comes to completing academic work. He always does his personal best and is meticulous with details. He is an excellent speller and has competed

in the grade level Spelling Bee for the past two years. Xavier serves our school as a Student Council Representative and works with a team to manage our paper recycling program. Xavier always has a smile on his face and has a genuinely positive attitude. He is a polite young man, always treating others with respect and kindness…with a please and thank you. He holds the doors for others, which is a rare trait for a young man of his age. Xavier takes initiative to be helpful and tutor peers in the classroom setting. He is a friend to all on the playground and works to include others in games. Xavier makes choices that benefit those around him. We congratulate Xavier on this exceptional award and thank him for being a positive role model at Buffalo Point.

7:20:04 PM

3. Approval of Minutes:

The following minutes were reviewed by the City Council: Work Session and Regular Meeting of November 19, 2014.

7:20:08 PM

COUNCILMEMBER GAILEY MADE A MOTION TO APPROVE THE MINUTES LISTED ON THE AGENDA, AS AMENDED. COUNCILMEMBER PETERSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

7:20:56 PM

4. Public Comments

TJ Jensen commented regarding the discussion that took place during the work session regarding Police Department body cameras. He stated the City is fortunate to have its Police Department and he is happy to see them using body cameras in the City; it protects the civil liberties of citizens and provides more accurate information. He then stated that when the Mayor was first elected he had a discussion with him about some morale issues in the City and he suggested hosting a Police, Fire, and staff appreciation day to let the citizens show their gratitude to the people that serve them. He added relative to the item on tonight's agenda regarding the Ninigret development, it has been brought to his attention by Councilmember Johnson that the size of the commercial space included in the preliminary plat is only 216 feet deep and he wondered if that size would be viable for commercial use. He stated it would have been good to have that question sent to him in an email so that he could discuss it with the Planning Commission rather than miss it. He then noted the Planning Commission has approved

the site plan for the new Arts Academy to be constructed in the Ninigret development and he feels that as the Planning Commission Chair he 'dropped the ball' because he should have been aware that the Ninigret plat should have been approved before the Arts Academy site plan could be approved. He stated the project has essentially been circumvented and that is the second time this has happened upon a recommendation from staff; staff needs to be more proactive of asking questions of appointed Planning Commissioners or elected officials in order to avoid future difficult situations.

7:25:14 PM

5. Introduction of new Police Officers

A memo from Police Chief Atkin provided information regarding the following new Police Officers:

Officer Jennifer Walker

Officer Walker has been with the Department since mid –August. She has been a great addition and recently completed her field training program two weeks ahead of schedule.

Officer Stan Penrod

Officer Penrod is back with the Department following a short hiatus with West Valley Police Department. Officer Penrod brings a great deal of energy and has returned to his role as our DARE officer. The Department is happy to be able to welcome him back.

7:25:22 PM

Chief Atkin reviewed his staff memo and formally introduced Officer Walker and Officer Penrod to the City Council and Mayor.

7:26:19 PM

Officer Walker stated she is appreciative of the opportunity to serve as a Police Officer in Syracuse; she has had wonderful experiences with the community and hopes to have many more. She also hopes to contribute as an Officer should and make the Council and community proud.

7:27:29 PM

Officer Penrod was not available to address the City Council.

7:27:36 PM

Councilmember Duncan stated he is happy to have Officer Penrod back in the City and he noted the fact that he returned to Syracuse after working for another entity is a real indication that the culture of the City matters to employees.

7:28:28 PM

6. Proposed Resolution R14-42 authorizing Syracuse City Police Department to apply lot or mislaid bicycles which remain unclaimed to a public interest use and designating a specific public interest use for such bicycles.

A staff memo from the Police Chief Atkin explained periodically, officers from Syracuse Police Department are called to take possession of found bicycles. If a resident comes in to report a lost bicycle, we can check our files and bicycle storage area to see if we it, and then return the bicycle to them. Typically, these found bicycles remain in our storage area without being claimed, and we no way of identifying and contacting the owners directly. The Department is seeking a resolution from the Syracuse City Council allowing us donate unclaimed bicycles, in accordance with State law, to the Davis County Children's Justice Center. The purpose of the donation is to allow them to use the bicycles to raise funds that help support the valuable service they provide in our community.

Utah Code

Chapter 24a

Lost or Mislaid Personal Property

77-24a-1 Definition.

(1) "Lost or mislaid property":

(a) means any property that comes into the possession of a peace officer or law enforcement agency:

(i) that is not claimed by anyone who is identified as the owner of the property; or

(ii) for which no owner or interest holder can be found after a reasonable and diligent search;

(b) includes any property received by a peace officer or law enforcement agency from a person claiming to have found the property; and

(c) does not include property seized by a peace officer pursuant to Title 24, Forfeiture and Disposition of Property Act.

(2) "Public interest use" means:

(a) use by a governmental agency as determined by the agency's legislative body; or

(b) donation to a nonprofit charity registered with the state.

Repealed and Re-enacted by Chapter 394, 2013 General Session

77-24a-2 Disposition by police agency.

All lost or mislaid property coming into the possession of a peace officer or law enforcement agency shall be turned over to, held, and disposed of only by the local law enforcement agency whose authority extends to the area where the item was found.

Amended by Chapter 394, 2013 General Session

77-24a-3 Statement of finder of property.

(1) A person who finds lost or mislaid property and delivers it to a local law enforcement agency shall sign a statement included in a form provided by the agency, stating:

(a) the manner in which the property came into the person's possession, including the time, date, and place;

(b) that the person does not know who owns the property;

(c) that, to the person's knowledge, the property was not stolen;

(d) that the person's possession of the property is not unlawful; and

(e) any information the person is aware of which could lead to a determination of the owner.

(2) Additional information may be requested by the agency receiving the property, as necessary.

Amended by Chapter 394, 2013 General Session

77-24a-4 Locating owner of property.

(1) The local law enforcement agency shall take reasonable steps to determine the identity and location of the owner, and notify the owner that the property is in custody.

(2) The owner may obtain the property only by providing personal identification, identifying the property, and paying any costs incurred by the agency, including costs for advertising or storage.

Amended by Chapter 394, 2013 General Session

77-24a-5 Disposition of unclaimed property.

(1)

(a) If the owner of any lost or mislaid property cannot be determined or notified, or if the owner of the property is determined and notified, and fails to appear and claim the property after three months of its receipt by the local law enforcement agency, the agency shall:

(i) publish notice of the intent to dispose of the unclaimed property on Utah's Public Legal Notice Website established in Subsection 45-1-101(2)(b);

(ii) post a similar notice on the public website of the political subdivision within which the law enforcement agency is located; and

(iii) post a similar notice in a public place designated for notice within the law enforcement agency.

(b) The notice shall:

(i) give a general description of the item; and

(ii) the date of intended disposition.

(c) The agency may not dispose of the lost or mislaid property until at least eight days after the date of publication and posting.

(2)

(a) If no claim is made for the lost or mislaid property within nine days of publication and posting, the agency shall notify the person who turned the property over to the local law enforcement agency, if it was turned over by a person under Section 77-24a-3.

(b) Except as provided in Subsection (4), if that person has complied with the provisions of this chapter, the person may take the lost or mislaid property if the person:

(i) pays the costs incurred for advertising and storage; and

(ii) signs a receipt for the item.

(3) If the person who found the lost or mislaid property fails to take the property under the provisions of this chapter, the agency shall:

(a) apply the property to a public interest use as provided in Subsection (4);

(b) sell the property at public auction and apply the proceeds of the sale to a public interest use; or

(c) destroy the property if it is unfit for a public interest use or sale.

(4) Before applying the lost or mislaid property to a public interest use, the agency having

possession of the property shall obtain from the agency's legislative body:

(a) permission to apply the property to a public interest use; and

(b) the designation and approval of the public interest use of the property.

(5) Any person employed by a law enforcement agency who finds property may not claim or receive property under this section.

Amended by Chapter 394, 2013 General Session

7:28:38 PM

Chief Atkin reviewed his staff memo.

7:30:04 PM

COUNCILMEMBER JOHNSON MADE A MOTION TO ADOPT RESOLUTION R14-42 AUTHORIZING SYRACUSE CITY POLICE DEPARTMENT TO APPLY LOST OR MISLAID BICYCLES WHICH REMAIN UNCLAIMED TO A PUBLIC INTEREST USE AND DESIGNATING A SPECIFI PUBLIC INTEREST USE FOR SUCH BICYCLES. COUNCILMEMBER DUNCAN SECONDED THE MOTION; ALL VOTED IN FAVOR.

7:30:29 PM

7. Site Plan Approval, Residential Facility for Persons with a Disability, located at approximately 2075 S. Bluff Road.

A staff memo from the Community and Economic Development Director explained the Planning Commission held a public hearing on December 2, 2014 for Site Plan recommendation. All items noted in staff report have been addressed by the Planning Commission. Site Plans for Residential Facilities for Disabled individuals under City Code are approved by the Council after Planning Commission recommendation. It is a permitted use in the R-2 zone and a protected use under the Americans with Disabilities Act. The home is located on 0.58 Acres, and will be a Type1 Assisted Living for 10-12 residents with developmental disabilities. The main floor is wheelchair accessible, making 50% of the structure ADA compliant. The International Building Code requires 10% of the facility to be ADA compliant. The Syracuse City Planning Commission hereby recommends that the City Council approve the site plan for the Andreasen Assisted Living facility, located at 2075 S Bluff Road subject to meeting all requirements of the City's Municipal Codes and City staff reviews.

7:30:48 PM

Ms. Christensen reviewed her staff memo.

7:31:37 PM

Councilmember Duncan stated this application should be approved unless there is a compelling reason not to grant such approval. City Attorney Drake agreed.

7:32:19 PM

Dave Andreason stated he is the owner of the home on the subject property and he purchased it with the understanding that he would be able operate a facility for those with intellectual disabilities. He provided a summary of the services his business will provide, noting there is a lack of such services in Davis County. He concluded he desires and is able to provide the needed services in his home. The only modifications to be made to his home are improvements to the hallway and bathroom to accommodate a wheelchair. He stated he will also install a fire suppression system and convert all doorknobs to levers in order to meet State licensing requirements. He noted he plans to utilize space in the garage as an officer area, but he does not plan to make any structural changes to the home.

7:36:23 PM

Councilmember Johnson thanked Mr. Andreason for the thought and effort he has put into his application.

7:36:53 PM

COUNCILMEMBER GAILEY MADE A MOTION TO GRANT SITE PLAN APPROVAL FOR A RESIDENTIAL FACILITY FOR PERSONS WITH A DISABILITY LOCATED AT APPROXIMATELY 2075 S. BLUFF ROAD. COUNCILMEMBER JOHNSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

7:37:18 PM

Mr. Andreason stated that many cities have laws in place that essentially outlaw these types of facilities and he thanked Syracuse City for recognizing that disabled individuals need a place to live as well.

7:37:50 PM

8. Preliminary Plat Approval, Ninigret North Subdivision Phase 2, located at approximately 1550 W 200 South, applicant Ninigret LLC.

A staff memo from the Community Development Director explained the Planning Commission held a public hearing on December 2, 2014 for Preliminary Plan recommendation. All items noted in staff report have been addressed by the Planning Commission. The Planning Commission discussed the extension of 1550 West to Monterey Estates with the developer. The proposal was to install the of site utilities and install road base, such that lot 1 would have a secondary access to the site for the school site. The fire marshal stated this would be adequate to alleviate his concerns. UPDATE: City Engineer, Brian Bloemen spoke with the developer on Wednesday and with the release of the bond from Ninigret North, Phase 1, the developer is willing to pave the entirety of the road from SR-193 to Monterey Estates. The city will need a minor development agreement to ensure the road completion outside the boundaries of this subdivision. The Syracuse City Planning Commission hereby recommends that the City Council approve the preliminary plat for the Ninigret North II Subdivision, located at approximately 1550 W 200 South subject to meeting all requirements of the City's Municipal Codes and City staff reviews.

7:38:05 PM

Ms. Christensen reviewed her staff memo. She also addressed the comments made by Mr. Jensen during the public comment portion of the meeting regarding the fact that site plan approval has been granted to the Arts Academy prior to the Council's consideration of the Ninigret plat. She explained public schools must be given priority processing and staff felt that the site plan for the school and the preliminary plat for Ninigret could be processed simultaneously because site plan approval only gives the school the authority to apply for their building permit with the State of Utah; no construction will happen at the site until final plat approval has been granted for the project.

7:42:12 PM

Councilmember Johnson asked if in the future the City Council will have the opportunity to review a concept plan independent of the preliminary plat. Ms. Christensen answered yes and noted there was not sufficient time to review the items separately due to the altered City Council and Planning Commission meeting schedules in November. Councilmember Johnson stated the ordinance dictates that the concept plan should be reviewed before preliminary plat is considered. Ms. Christensen stated the ordinance actually states that the concept plan will be reported to the City Council in their next regularly scheduled work session meeting. Councilmember Johnson stated it may be necessary to amend the ordinance to require sufficient time for review and consideration of the concept plan before the preliminary plat is forwarded to the City Council. Ms. Christensen stated she would be agreeable to that. Councilmember Johnson then stated that he understands the Arts Academy qualifies for an expedited

process, but that does not mean the City should skip processes and she feels it was incorrect to review the site plan prior to the subdivision plat being approved.

7:43:58 PM

Councilmember Duncan stated he shares many of the same concerns as Councilmember Johnson and noted he feels the City Council does not have enough information to consider tonight in order to grant preliminary plat approval; he stated once preliminary plat approval has been granted, the project will be vested and that makes him uneasy. Councilmember Peterson stated the project has been discussed at length and he wondered what additional information the Council needs in order to make a decision. Councilmember Duncan stated that the applicant is not committed to provide the items that have been discussed in the past and that is concerning to him.

7:45:30 PM

Councilmember Gailey asked if the Council is opposed to a school being built on the subject property. Councilmember Johnson stated he is opposed to processes being circumvented. He stated the site plan for lot one of the subdivision should not have been addressed before the final plat for the subdivision process has been considered and approved. He stated the concept plan should have also been provided in a work session meeting before the preliminary plat was listed on a Council agenda. Councilmember Gailey asked if the circumvention was caused by circumstances or by motive. Ms. Christensen stated staff does not have motive to circumvent the process; it was a matter the schedule of Planning Commission and City Council meetings in November and December. She added she is not sure what additional information the Council would like to see in order to consider the preliminary plat; the question is whether the two lots in the subdivision meet the City's minimum standards relative to frontage, lot size, the number of fire hydrants, street lights, and other infrastructure requirements. She stated upon staff review of the plat, all items have been addressed.

7:48:04 PM

Mayor Palmer asked if the requirements for the school parking area and nearby cul-de-sac have been met. Ms. Christensen answered yes. The cul-de-sac is less than 500 feet as required by City Code and the number of parking spaces is adequate. She added that the City has a limited scope in reviewing site plan for schools. Mayor Palmer stated the development also includes a commercial lot. Ms. Christensen stated that is correct, but there is not yet a commercial use; when a commercial use is identified it will be necessary for them to follow the process to receive site plan approval. Mayor Palmer inquired as to when access to the 1.3 acres of ground in the rear of the subject property will be considered. Ms. Christensen stated that is

included on the proposed preliminary plat; an easement has been provided across the commercial lot and development of the access will be decided upon at a future date, which many options to consider after preliminary plat approval has been granted.

7:51:51 PM

Councilmember Lisonbee stated it is very important for the City to follow its own processes and she suggested that when situations like this one arise in the future that the City Council be willing to hold a special meeting to discuss a necessary issue so that an application can proceed through the process. The remainder of the Council agreed they would not object to convening in a special meeting for that purpose.

7:52:58 PM

Councilmember Duncan stated it may seem like there is a lack of information due to the fact that the preliminary plat is for a two lot subdivision. Ms. Christensen stated that may be the case and noted the plat is on a much different scale than plats for developments with more lots.

7:53:47 PM

Councilmember Johnson referenced lot two in the subdivision and wondered if it will be commercially viable given the fact that it is only 216 feet in depth. He stated that it is his recollection that when the general plan was amended for the property there was discussion about the commercial property being 300 feet in depth and it looks as if the applicant has reduced the property depth by locating a road there. He stated it would have been possible to move the road to maintain the size of 300 feet and he wondered if the proposed layout is being recommended so that the subdivision located to the south of the commercial property will be able to accommodate more houses. Ms. Christensen stated that the angles and curves of the road can be somewhat deceptive and the property is actually 296 feet in depth. Councilmember Johnson stated that the location of the road is essentially reducing the commercial area and it would be better if the road were moved to maintain the 300 foot commercial size. Ms. Christensen stated cannot speak to the intent behind the location of the road. Councilmember Duncan stated that he can understand Councilmember Johnson's concern and noted he does not want to be in a situation where someone comes to the City five years from now to say that the commercial property is not viable due to it being too shallow. He stated he does not want to see further reduction of the frontage property on State Road 193. He wondered if the size that is being proposed will be able to accommodate a strip mall with sufficient parking, to which Ms. Christensen answered yes.

7:58:17 PM

Councilmember Lisonbee stated that she thought the discussion at the time of the general plan amendment was regarding a depth of 500 feet; she is positive that the parcel for the school was eight acres and she though the depth for the commercial property was to be deeper than 300 feet. She asked for a review of the Council meeting minutes when the general plan was approved. Mayor Palmer stated he also though the commercial depth was discussed as being 500 or 600 feet.

7:59:50 PM

Gary McEntee, Ninigret, stated no changes have been made to the plat since the zoning for the property was approved; the only difference is that the width of the road was increased from 54 feet to 66 feet. Councilmember Duncan asked if any portion of the school property is located in the commercial zoning designation, to which Mr. McEntee answered no.

8:02:20 PM

City Manager Bovero referenced the claim that the City's process had been circumvented by granting site plan approval for the school prior to subdivision plat approval. He noted there is a single lot whereupon the school could seek site plan approval without approval of the subdivision plat. He stated subdivision plat approval will be needed in order to work through agreements with the developer, but he wanted to clarify that the process that was followed as legal. Councilmember Duncan stated he is more concerned about the width of the commercial area; if the width needs to be changed to adhere to the terms of the general plan amendment, it will be necessary to shift the location of the road and the school property. Councilmember Johnson agreed.

8:04:03 PM

The Council discussed the action they took on August 26 when considering the general plan amendment, with Councilmember Lisonbee suggesting she made a motion to move the school lot from one side of 1550 West to the other side of 1550 West, which shifted the location of the school. Mr. McEntee stated that he is fairly confident that during past discussions he talked about the commercial parcel being five acres in size and the school parcel being just over eight acres. He stated that with the inclusion of the cul-de-sac, regardless of its width, the layout is consistent with what was approved at the time the zoning of the property was considered. He stated he is comfortable with the proposed layout and there is no ulterior motive to build more homes on the residential property. He stated Councilmember Lisonbee did suggest to move the school to the other side of 1550 West and upon that suggestion he met with Ms. Christensen to amend the layout and make the commercial parcel five acres and the school parcel eight acres. There was also a conversation about trying to build in an open space buffer and an easement was also added. He stated he feels his application is consistent with what was discussed in the past.

8:07:10 PM

Mr. Bovero stated that in the Council packet from the August 26 meeting there is a rendering of the layout of the subdivision; it included the cul-de-sac, a five acre commercial site, an 8.4 acre school site, 1.12 acres of open space, and on the west side of 1550 West there is 12.41 acres for a business park. Councilmember Lisonbee stated in the same packet, on an alternate general plan recommendation, the width of the general commercial site appears to be the same width as the school site; the recommended general plan included commercial going straight across in a thin strip and there was quite a bit of discussion about how that was too thin and more frontage was needed for commercial. Councilmember Duncan stated he cannot remember which option the Council approved and it is necessary to figure that out. Ms. Christensen stated the drawings are not to scale and it would ultimately be necessary to review the legal descriptions for the parcels.

8:09:25 PM

Mayor Palmer asked Mr. Bovero if the orientation of the school matches on both the recommended general plan amendment sketch as well as the concept plan. Mr. Bovero answered yes. Ms. Christensen added that when the application was originally discussed during the August 12 meeting, the rendering included a commercial parcel of 3.9 acres so it was widened to more than five acres before it was approved. Mr. McEntee stated that once the school was moved to the east side of 1550 West, everything else on the plat remained the same.

8:10:53 PM

Councilmember Gailey stated he does not feel there has been any intent to sidestep or circumvent the City's processes.

8:11:06 PM

COUNCILMEMBER GAILEY MADE A MOTION TO GRANT PRELIMINARY PLAT APPROVAL FOR NINIGRET NORTH SUBDIVISION PHASE 2 LOCATED AT APPROXIMATELY 1550 W. 200 S. COUNCILMEMBER PETERSON SECONDED THE MOTION.

8:11:34 PM

Councilmember Duncan stated he wants to ensure that the preliminary plat is in line with what the Council approved in the past. Mayor Palmer stated it appears that the preliminary plat is in line with the sketch plan. Councilmember Duncan reiterated that he feels the commercial space is too small and he wants clarification that the preliminary plat is in line with the general plan amendment that was approved. Councilmember Lisonbee stated she shares the concerns that the commercial

property may be too narrow. Councilmember Duncan asked if it is possible to grant preliminary plat approval contingent upon the plat conforming to the general plan and zoning that was approved. Mr. Drake answered yes. Councilmember Duncan stated staff could be asked to research and determine that the preliminary plat is consistent with the zoning and that the school is not located within the commercial zone.

8:14:23 PM

COUNCILMEMBER DUNCAN MADE AN AMENDED MOTION THAT PRELIMINARY PLAT APPROVAL BE CONSISTENT WITH THE ZONING AS APPROVED AND CONSISTENT WITH THE IDEA THAT THE SCHOOL IS NOT LOCATED IN THE COMMERCIAL ZONE. COUNCILMEMBER LISONBEE SECONDED THE MOTION; ALL VOTED IN FAVOR.

8:14:34 PM

Councilmember Duncan suggested that staff work quickly to determine that the preliminary plat is in line with past approvals. Mr. Drake suggested Ms. Christensen can conduct research to make that determination and keep the Council informed of the outcome of her research.

8:15:38 PM

Mayor Palmer then called for a vote on the initial motion to grant preliminary plat approval. ALL VOTED IN FAVOR, WITH THE EXCEPTION OF COUNCILMEMBER JOHNSON WHO VOTED IN OPPOSITION.

8:15:39 PM

9. Proposed Ordinance 14-24 amending various sections of Title Ten pertaining to land use.

A staff memo from the Community Development Director explained Staff has requested the proposed revisions to the City Code Title 10 regarding administrative issues regarding: second kitchens, not part of an accessory dwelling unit and a requirement for landscaping to be installed within 1 year of occupancy of a dwelling. Staff has requested this amendment to allow home owners to construct second kitchens in their homes without requiring a conditional use permit for an accessory dwelling unit. Many people wish to have a second kitchen in their basements for entertaining or canning purposes. The Building Code and the Zoning Code currently require that be viewed as a second living unit and as such require additional

permitting and expensive construction for fire walls, utility access, etc. The proposed amendment would allow homeowners to build a second kitchen, file a notice on the property that the kitchen is not approved as a second living unit, until such time that appropriate permits are obtained. This protects future home buyers who will receive notice prior to closing on the home that they cannot rent the basement as an apartment until it is brought up to code and has a permit issued. A draft Second Kitchen Agreement has been created to demonstrate how the ordinance would be administered. The agreement would be recorded and would only be binding until such time that permits were obtained to use the kitchen as part of an accessory dwelling unit. This is a common method used in many cities, examples can be found in Draper, Herriman, Hurricane, Murray, Pleasant Grove, Salt Lake City, Provo, and West Point. Also in the packet are excerpts from the International Building Codes. Under these codes the Building Inspector would still need to treat a kitchen as a second dwelling unit, unless the agreement noted above was recorded for assurance. The second part of the requested amendment is a requirement that landscaping be installed within 1 year of issuance of a certificate of occupancy. This will give homeowners at least one summer season to complete landscaping regardless of the month the home is completed. The Planning Commission held public hearings on the proposed amendments on October 21, 2014. At a public meeting on November 18, 2014 the Planning Commission recommended to the City Council the adoption of the proposed amendments. In making determination on Code amendments the City Council should review the City Municipal Code, Section 10-4-070(E)(1), which states the following:

> (E) Approval Standards. A decision to amend the text of this Title or the zoning map is a matter of legislative discretion by City Council and not controlled by any one standard. However, in making an amendment, the City Council should consider: (Ord. 10-02)
>
> 1. Whether it would be is consistent with goals, objectives and policies of the City's General Plan; (Ord. 10-02)

The memo concluded the Syracuse City Planning Commission hereby recommends that the City Council approve the adoption of Ordinance 14-24, Amending Title X.

8:16:04 PM

Ms. Christensen reviewed her staff memo.

8:20:45 PM

Councilmember Duncan stated that he is opposed to this proposal and one of the reasons for his opposition is that the suggested code language states the City can inspect a basement for compliance; he stated he is not sure why anyone would invite

the City to search their home. Ms. Christensen stated that language was actually included on the application form and would not be part of the ordinance; that language could be changed and was only based on what other cities currently do. Councilmember Duncan stated he is concerned that citizens would essentially be waiving their rights under the fourth amendment of the Constitution. Councilmember Johnson stated he is also opposed to the proposal and the recommended restrictions upon basement kitchens.

8:22:07 PM

COUNCILMEMBER JOHSON MADE A MOTION TO ADOPT ORDINANCE 14-24 AMENDING VARIOUS SECTIONS OF TITLE TEN PERTAINING TO LAND USE, WITH THE FOLLOWING CHANGES:

- STRIKE OUT SECTION 10-30-25, WITH THE EXCEPTION OF THE FIRST SENTENCE THAT STATES A SECOND KITCHEN WITHIN A SINGLE FAMILY RESIDENCE SHALL BE PERMITTED.
- REVISE THE DEFINITION OF FAMILY AND KITCHEN AS FOLLOWS:
  - STRIKE SECTION TWO OF THE CURRENT DEFINITION OF FAMILY;
  - FOR KITCHEN USE A SIMPLER DEFINITION THAT STATES A KITCHEN MEANS ANY ROOM AND/OR OTHER PLACE USED, INTENDED, OR DESIGNED TO BE USED FOR COOKING OR FOR THE PREPARATION OF FOOD. A SECOND KITCHEN IN A SINGLE FAMILY DWELLING IS PERMITTED.

COUNCILMEMBER LISONBEE SECONDED THE MOTION; ALL VOTED IN FAVOR.

8:24:13 PM

Councilmember Duncan asked Councilmember Johnson to clarify the intent of his motion. Councilmember Johnson stated cleaning up the definitions of family and kitchen allow for second kitchens without restrictions. The ordinance will essentially state that a resident can have a second kitchen without meeting requirements. Councilmember Duncan stated that he feels residents should have the option to allow family to live in their basement with a second kitchen. Councilmember Johnson agreed and stated his motion will remove the government regulations upon that type of action. Councilmember Lisonbee stated she is happy that the motion will remove the original presumption that a second kitchen creates a second dwelling.

8:25:45 PM

Ms. Christensen stated she feels the motion, if passed, will create a conflict with the International Building Code (IBC). She stated that the IBC is adopted by the State of Utah and according to that code the construction of a secondary kitchen requires a basement to be treated as a secondary dwelling unit. She stated she wondered how the City will regulate against undocumented secondary dwelling units. Councilmember Lisonbee stated that the City can declare exceptions to the IBC in the City Code. Ms. Christensen stated another section of the City Code calls for a conditional use permit for a secondary dwelling unit. Councilmember Johnson stated that section will not apply to this issue because adding a kitchen does not necessarily create a secondary dwelling unit.

8:26:59 PM

Mayor Palmer stated it is his opinion that the Council should reject or deny the proposal to make sure the Council has the opportunity to examine the language that is being recommended.

8:27:50 PM

COUNCILMEMBER GAILEY MADE A MOTION TO TABLE ADOPT ORDINANCE 14-24 AMENDING VARIOUS SECTIONS OF TITLE TEN PERTAINING TO LAND USE UNTIL SUCH TIME THAT IT AND THE PROPOSED RECOMMENDATIONS MADE BY COUNCILMEMBER JOHNSON CAN BE REVIEWED BY THE COUNCIL IN DETAIL.

8:27:51 PM

Councilmember Duncan stated he would also like for the Council to have access to an alternative ordinance that reflects what the Council is asking for. He stated he understands that some people may create an alternate dwelling unit by renting their basement to tenants, but simply allowing one's grown children to live in their basement coupled with the fact that there may be a kitchen in the basement does not make it a secondary dwelling unit. He stated he feels the definition of family should be broader. Councilmember Johnson stated his motion accomplishes what Mayor Palmer and Councilmember Duncan are asking for. Councilmember Lisonbee stated she supports the motion, but she respects the request that other members of the Governing Body want additional time to review the proposal.

8:29:07 PM

Mayor Palmer asked if there is a second for Councilmember Gailey's motion. COUNCILMEMBER DUNCAN SECONDED THE MOTION TO TABLE.

8:30:34 PM

Councilmember Duncan stated he agrees with the spirit of Councilmember Johnson's motion, but feels it is appropriate to put everything in writing. Councilmember Lisonbee stated that when the issue is brought back to reconsideration she would like to see Councilmember Johnson's motion in writing as well as the different language options the Planning Commission had to choose from.

8:31:10 PM

Mayor Palmer called for a voted on the motion to table. ALL COUNCILMEMBERS VOTED IN FAVOR, WITH THE EXCEPTION OF COUNCILMEMBER JOHNSON WHO VOTED IN OPPOSITION.

8:31:40 PM

10. Public Hearing – Authorize Administration to dispose of surplus property.

A staff memo from City Administration explained several Departments of the City have indicated they have surplus property to dispose of. Please review the lists provided by the Police Department, Information Technology/Building Maintenance Department, Parks and Recreation Department, and the Public Works Department.

Police Department Surplus Equipment

Veh. #	Year	Vehicle Type	Plate #	Vin #
1	2009	Dodge Charger	200430ex	2B3KA43TX9H519294
2	2008	Dodge Charger	500410ex	2B3KA43H38H138767
3	2008	Dodge Charger	500419ex	2B3KA43H28H134791
4	2008	Dodge Charger	94349ex	2B3KA43H68H134793
5	2008	Dodge Durango	500408ex	1D4HB48258F149834
6	2008	Dodge Charger	94347ex	2B3KA43H08H134790
7	2008	Dodge Charger	500409ex	2B3KA43H38H138755
8	2008	Dodge Charger	94348ex	2B3KA43H48H134792
9	2006	Ford Crown Vic	37039ex	2FAFP71W76X120993
10	2002	Dodge Dakota	83188ex	1B7GG42X72S682748

Information Technology/Building Maintenance Department

55 T5 ho fluorescent light fixtures.

Leftover rock, cinder block, and flat stone material left from City Hall fountain remodel.

Parks and Recreation Department

23 Football Helmets

29 Football Shoulder Pads

Bizhub C352 Copy Machine

Riso Printer

3 pt Spranger tank hose

Fertilizer spreader

Spring tooth drag

Redmax weed trimmer BCZ24015

Redmax weed trimmer BCZ26106

Echo Weed Trimmer S79812005399

Echo Weed Trimmer S73311012821

Echo Weed Trimmer S73311012783

Back Pack Blower Remax EBZ4800

Husky Pressure Washer AN1466087

Ferris IS1000Z

Public Works Surplus Equipment

1994 11-foot wide snowplow

1998 8-foot wide Western snowplow

John Deere Snow blower 724D 7HP 24”

3HP trash pump

8HP trash pump (qty 2)

Titan 7500 Watt Generator

Jumping Jack Wacker BS600

Power Mate 5000 Generator

Lava Rock BBQ Grill

8:31:50 PM

City Recorder Brown reviewed the staff memo.

8:32:22 PM

Mayor Palmer opened the public hearing; there were no persons appearing to be heard and the public hearing was closed.

8:32:42 PM

Councilmember Duncan asked if the items to be declared as surplus have been used to the end of their life or if they were purchased and it was found that they were not needed. Public Works Director stated that all items included on his list are non-operational and are past their useful life.

8:33:42 PM

Councilmember Johnson inquired as to the manner in which vehicles are disposed of. Mr. Bovero noted the City will use an auction company that will get 6.8 percent of the amount that the vehicle is sold for. Councilmember Duncan asked if that is a better deal than the City selling the vehicles independently. Chief Atkin answered yes and noted staff has spent a large amount of time in the past selling vehicles and the auction will reach a broader market. Councilmember Duncan stated he is comfortable with trying the auction route this time, but if the financial outcome is not beneficial for the City he would like to reconsider the disposal avenue in the future. There was a brief general discussion about the City's ability to effectively dispose of the equipment contained in police vehicles as well.

8:37:23 PM

COUNCILMEMBER PETERSON MADE A MOTION TO AUTHORIZE ADMINISTRATION TO DISPOSE OF SURPLUS PROPERTY. COUNCILMEMBER GAILEY SECONDED THE MOTION; ALL VOTED IN FAVOR.

8:37:56 PM

11. Request from Matt Gertge for relief from impact fee for Rain Tree Assisted Living Center on 1900 South.

A staff memo from the Community Development Director explained Matt Gertge is requesting consideration to waive the park impact fees for the Rain Tree Assisted Living Center on 1900 South. Staff met with Mr. Gertge on December 1, 2014 to review the calculations of the impact fees as part of the building permit approval process. Attending this meeting

were the Building Official, CED Director, Public Works Director, City Engineer, Finance Director and City Manager. The two impact fees in question were the Traffic Impact Fee and the Park Impact Fee.

The Fee Schedule for each impact fee is as follows:

Residential Transportation	Single Family Residence	$1,131.00 per Unit
Residential Transportation	All other types/units	$705 per Unit
Commercial Transportation		
General Commercial		$2,326.00 per 1,000 sf of GFA
Office/Institutional		$2,428.00 per 1,000 sf of GFA
Industrial		$668.00 per 1,000 sf of GFA
Parks, Trails & Recreation		$2393.56 per Household

The initial fee was calculated as an Institutional Commercial Use, the revised fee was calculated as a Residential Use.

	Initial Fee: based upon total area of Phase 1 & 2 using the Institutional Rate under the Commercial Impact Fee	**Adjusted Fee:** the fee was recalculated under the "All other types/units" fee for Residential Transportation Impact Fee
Transportation Impact Fee	30,906 sq. x $2,428 = $75,268	Ph. 1 28 units x $705 = $19.740 Ph. 2 33 units x $705 = $23,265

The Park Impact Fee was calculated by determining the equivalent household units the assisted living would house. The creation of the Park Impact Fee Plan used the Cities median household size of 3.71 persons per household. Staff reviewed the number of residents in the facility and divided it by 3.71 to determine the multiplication factor.

	Methodology	**Initial Fee:**	**Requested Fee:**
Phase 1: 28 units	28 ÷ 3.71 = 7.547	7.547 X $2,393 = $18,060	$0
Phase 2: 33 units	33 ÷ 3.71 = 8.895	8.895 x $2,393 = $21,285	$0

Staff interpretation of the Impact Fee Ordinance is that if the use is residential and impact fee for Transportation is based upon a residential schedule then the park impact should be assessed. The facility is a Type 1 Care Facility, in which the residents are ambulatory and must be able to self-evacuate in the event of an emergency. It is plausible that residents may have use of city park and recreation facilities during group outings, family outings, or at senior citizen activities at the community center. Staff recognizes that the level of use by the residents would be less than that of an average household and therefore a reduction of fee is appropriate. The proposed fee from staff equals a 75% discount over the per unit fee charged

for the Transportation Impact Fee unit size. The Syracuse City Parks, Trails & Recreation Impact Fee Analysis, page 18, in accordance with State Code states the following:

> *The standard impact fee can also be decreased to respond to unusual circumstances in specific cases in order to ensure that impact fees are imposed fairly. In certain cases, a developer may submit studies and data that clearly show a need for adjustment.*
>
> *At the discretion of the City, impact fees may be modified for low-income housing, although alternate sources of funding must be identified.*

The memo concluded it is the discretion of the City Council to waive or modify the impact fees to be assessed. Mr. Gertge has requested a total park impact fee waiver. His request has been attached with his justification. No data was submitted that clearly demonstrates a need for adjustment.

8:38:20 PM

COUNCILMEMBER JOHNSON MADE A MOTION TO TABLE THE REQUEST FROM MATT GERTGE FOR RELIEF FROM IMPACT FEE FOR RAIN TREE ASSISTED LIVING CENTER ON 1900 SOUTH IN THE ABSENCE OF THE APPLICANT. COUNCILMEMBER DUNCAN SECONDED THE MOTION; ALL VOTED IN FAVOR.

8:38:39 PM

Councilmember Gailey inquired as to staff's opinion regarding the application. In response to Councilmember Gailey's question, Ms. Christensen reviewed her staff report. Councilmember Lisonbee inquired as to what the total would have been if Mr. Gertge's impact fees were based upon residential use. Ms. Christensen answered $19,000. She noted the City has already calculated the impact fees in a way that Mr. Gertge is saving approximately $21,000.

8:41:16 PM

COUNCILMEMBER GAILEY MADE A MOTION TO DENY THE REQUEST FROM MATT GERTGE FOR RELIEF FROM IMPACT FEE FOR RAIN TREE ASSISTED LIVING CENTER ON 1900 SOUTH. COUNCILMEMBER LISONBEE SECONDED THE MOTION.

8:41:37 PM

Councilmember Lisonbee stated that if the Council had been approached by an elderly resident who claimed that they would never use City parks and that they would ensure their grandkids would also not use the parks when they visit

Syracuse, the Council would not consider that explanation as valid to grant relief from impact fees. She stated Mr. Gertge's development will create traffic in the City and some of that traffic may stop at City parks and create some impact. She stated the City has bent over backwards for Mr. Gertge and she feels offering further relief would set a bad precedent. Councilmember Duncan stated that is fine denying the application, but wondered why Mr. Gertge was not present this evening. Councilmember Lisonbee stated that she is not sure she would support the request after listening to the applicant's reasons for making it. Councilmember Peterson stated he agrees with the denial, but that does not preclude Mr. Gertge from reapplying. Councilmember Gailey agreed and stated that the use is actually a business and the Gertge's stand to gain financially from it. Ms. Christensen stated the main question is whether the facility is more residential or more commercial in nature; the residents will be ambulatory and can go off-site to events or parks. She stated Mr. Gertge has not provided any studies or data to show the need for his requested adjustment.

8:46:39 PM

Councilmember Lisonbee asked that, when contacted by Mr. Gertge, staff explain the Council's reasoning behind their decision; other senior developments in the City have been assessed a park impact fee because there will be some impact. She stated Mr. Gertge is welcome to reapply.

8:47:22 PM

Councilmember Johnson withdrew his motion to table the item.

8:47:34 PM

Councilmember Gailey restated his motion, which was seconded by Councilmember Lisonbee. Mayor Palmer called for a vote. ALL VOTED IN FAVOR.

8:48:04 PM

12. Authorize Administration to execute Temporary Land Use Agreement with Old Farm Properties, LLC.

A staff memo from the City Manager explained the draft lease is for the temporary use of the property at Town Center for purposes of operating an ice rink through February 18, 2014. The main points of the lease are as follows:

- No rental payment or other fee for the use of the property

- City assumes responsibility and liability for the use of the area occupied
- City indemnifies and holds the Lessor harmless from liability
- City pays for utilities used (electric)
- City removes all equipment, supplies, and temporary improvements, leaving property in good, clean condition.

8:48:08 PM

Mr. Bovero reviewed his staff memo.

8:49:21 PM

COUNCILMEMBER DUNCAN MADE A MOTION TO AUTHORIZE ADMINISTRATION TO EXECUTE TEMPORARY LAND USE AGREEMENT WITH OLD FARM PROPERTIES, LLC. COUNCILMEMBER LISONBEE SECONDED THE MOTION.

8:49:31 PM

Councilmember Johnson stated he does not feel the proposal to provide an ice rink with City resources if the proper use of government resources. He asked if there are any other private properties the City leases for public ventures. Mr. Bovero answered no, but the City has the ability to lease property on an as needed basis.

8:50:00 PM

Mayor Palmer stated there has been a motion and second and he called for a vote. ALL VOTED IN FAVOR WITH THE EXCEPTION OF COUNCILMEMBER JOHNSON WHO VOTED IN OPPOSITION.

8:50:16 PM

13. Authorize Administration to execute First Amendment to Land Lease Agreement for Founder's Park Cell Tower.

A staff memo from Community and Economic Development Director Christensen explained the City amended this lease on July 8, 2014 to facilitate the tower company to sub-lease the tower to additional carriers and pay the city a per month fee for each additional carrier. The co-location fee of $500/month for cellular carriers and $200/month for non-cellular carriers was approved. In execution of the agreement the tower company discovered an error in that the lease rate for sub-

lease carriers would increase at a rate of 15% per year. The terms of the lease with the tower increase 15% per 5 years. Crown Castle is requesting the Council correct and execute the lease with the terms of increase be the same as the tower, 15% per 5 years, as negotiated. Staff requests approval to authorize the amendment to the lease agreement with Crown Castle for the Founder's Park Cell Tower on Parcel # 12-052-0075, located approximately at 1500 S 1800 W, Syracuse.

8:50:29 PM

Ms. Christensen reviewed her staff memo.

8:51:42 PM

COUNCILMEMBER LISONBEE MADE A MOTION TO AUTHORIZE ADMINISTRATION TO EXECUTE FIRST AMENDMENT TO LAND LEASE AGREEMENT FOR FOUNDER'S PARK CELL TOWER. COUNCILMEMBER DUNCAN SECONDED THE MOTION; ALL VOTED IN FAVOR.

8:51:58 PM

14. Proposed resolution R14-41 encouraging the State of Utah to address comprehensive transportation funding.

8:52:17 PM

COUNCILMEMBER LISONBEE MADE A MOTION TO REJECT PROPOSED RESOLUTION R14-41 ENCOURAGING THE STATE OF UTAH TO ADDRESS COMPRHENSIVE TRANSPORTATION FUNDING AND SEND A FRIENDLY MESSAGE TO ALL INTERESTED PARTIES THAT SYRACUSE CITY DOES NOT SUPPORT THE STUDIES SUGGESTED, THE QUARTER-CENT TAX INCREASE, AND THAT SYRACUSE CITY FEELS IT IS WITHIN THE STATE'S PURVIEW TO INVESTIGATE THIS ISSUE AND THAT RESPONSIBILITY DOES NOT LIE WITH THE CITY. COUNCILMEMBER JOHNSON SECONDED THE MOTION. ALL VOTED IN FAVOR.

8:53:46 PM

15. Councilmember reports.

At each meeting the Councilmembers provide reports regarding the meetings and events they have participated in since the last City Council meeting. Councilmember Peterson's report began at 8:54:03 PM . He was followed by Councilmembers Gailey, Johnson, and Lisonbee. Councilmember Duncan indicated he had nothing to report.

8:59:49 PM

16. Mayor's Report.

At each meeting the Mayor provides a report regarding the meetings and events he has participated in since the last City Council meeting. Mayor Palmer's report began at 8:59:51 PM.

9:01:55 PM

17. City Manager report

City Manager Bovero's report began at 9:02:01 PM. He provided an update regarding the City's ice rink project.

9:09:23 PM

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

9:09:26 PM

COUNCILMEMBER LISONBEE MADE A MOTION TO ADJOURN INTO CLOSED EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF SECTION 52-4-205 OF THE OPEN AND PUBLIC MEETINGS ACT FOR THE PURPOSE OF DISCUSSING THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY. COUNCILMEMBER DUNCAN SECONDED THE MOTION. THE FOLLOWING ROLL CALL VOTE WAS TAKEN: VOTING "AYE" – COUNCILMEMBERS DUNCAN, GAILEY, JOHNSON, LISONBEE, AND PETERSON. VOTING "NO" – NONE.

The meeting adjourned at 9:09 p.m.

The meeting reconvened at 10:17 p.m.

At 10:18 COUNCILMEMBER DUNCAN MADE A MOTION TO ADJOURN. COUNCILMEMBER PETERSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

_____ _____

Terry Palmer
Mayor

Cassie Z. Brown, CMC
City Recorder

Date approved: _____

COUNCIL AGENDA

January 13th, 2015

Agenda Item **#5** Public Hearing – Proposed Resolution R15-01 amending the Syracuse City Consolidated Fee Schedule by making adjustments throughout.

Factual Summation

- Any question regarding this agenda item may be directed at Finance Director Stephen Marshall or CED Director Sherrie Christensen. See the attached consolidate fee schedule.

- Staff periodically reviews and recommends changes to the consolidated fee schedule. I am recommending the changes outlined in red in Exhibit A. The changes include several Community & Economic Development items as discussed below. It also includes rental fees for the ice skating rink and street light installation charges.

- Below is a summary of changes from the Community & Economic Development Department:

Development Application Fees

Residential Development Plat		
~~Sketch Plat~~	~~$225~~	~~$25 per lot~~
~~Each Revised Sketch Plat~~	~~$50~~	~~$15 per lot~~
Concept Plan Review	$225	
Revised Concept Plan	$75	

Now that Concept review is handled by staff the fee should be reduced.

Application Fees

~~Conditional Use (Major)~~	~~$100~~	
~~Conditional Use (Minor)~~		
Conditional Use (Major)	$100	
Conditional Use (Minor)	$100	
Conditional Use	$0	
(Home Occupation with no customer visits to home)		

Minor home occupation with no home visits by customers are less time consuming to review, require no on-site inspection by staff and can be handled under the business license review.

Public Noticing fees		
Public Notice Signs	$6	Per sign
~~Mailing List Generation~~	~~$25~~	~~Per Application~~
Noticing Fee for impacted residents	$1	Per Address

The City does not have the most up to date parcel data available for generating mailing lists. The applicant will need to provide the mailing labels from the County Recorder. This ensures that recent property transfers are not missed in the mailing of public notices.

Home Occupation	~~$45~~	$25
Commercial Business	$25	

Make the Application fees for Home Businesses and Commercial Businesses consistent.

Business License Fees

Commercial Business (Temporary-6 month max)	$25	
Fireworks Stands	$400	($200 refundable clean-up deposit)

Firework stands are very time consuming to process, administrative staff time averages over 3 hours per application, in addition to review and site inspections by the Fire Marshal and Building Inspector. Our current fees are considerably lower than any surrounding City. Firework stands and tents are not removed in a timely manner because we do not have a clean-up deposit like other cities.

Farmer's Market Fees

~~Booth Rental Produce~~	~~$10~~	~~Per Week~~	~~$130~~	~~Per Year~~
~~Booth Rental Merchandise, retail~~	~~$15~~	~~Per Week~~	~~$195~~	~~Per Year~~
~~Power Rental for Booth~~	~~$5~~	~~Per Week~~	~~$65~~	~~Per Year~~
~~Basket Rental~~	~~$5~~	~~Per Basket~~		
Prepared Food/Retail Sales	$20	Per Week	$200	Per Season
Cottage Food	$10	Per Week	$100	Per Season

Produce	$5	Per Week	$50	Per Season
Power	$10	Per Week	$50	Per Season

The revised fees are proposed to encourage more produce as well as encourage vendors to sign up for the whole season.

Ice Rink Rental	$50	Per 2 Hour Session
(Skate Rentals not included)		

Staff Recommendation

- ***Adopt proposed resolution amending the Syracuse City Consolidated Fee Schedule by making the recommended changes throughout.***

RESOLUTION NO. R-15-01

A RESOLUTION OF THE SYRACUSE CITY COUNCIL UPDATING AND AMENDING THE SYRACUSE CITY CONSOLIDATED FEE SCHEDULE BY MAKING ADJUSTMENTS THROUGHOUT.

WHEREAS, Syracuse City Staff has reviewed and analyzed the fees charged by the City for various services, permits and procedures and has recommended various changes to such fees as more particularly provided in the attached consolidated Syracuse City Fee Schedule; and

WHEREAS, the City Council desires to adopt the revised Syracuse City Fee Schedule as recommended by Staff and as more particularly provided herein; and

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

Section 1. **Amendment.** The Syracuse City Fee Schedule is hereby updated and amended to read in its entirety as set forth in **Exhibit "A,"** attached hereto and incorporated herein by this reference.

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

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 13th DAY OF JANUARY, 2015.

SYRACUSE CITY

ATTEST:

_____ By:_____

Cassie Z. Brown, City Recorder Terry Palmer, Mayor

Fee Description		Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Bond Fees							
Landscaping Bond		$55.00 per Permit	NA NA				
Performance & Guaranty for Temporary Occupancy		100% of value	10% Administration Fee				
Plan Check Fees							
Residential	All Permitted Structures	40% Permit Fee	NA NA				
Residential - Duplicate multi-family structure		50% of original plan check fee					
NOTE: Applicable within 1 year of first permit issuance and within the same ICC code period							
Commercial	All Permitted Structures	65% Permit Fee	NA NA				
Building Investigation Fee	All Permitted Structures	100% % Permit Fee	NA NA				
Fire Sprinkler/Safety Plans	All Permitted Structures	$75.00 Per Hour	NA NA				
Additional Plan Review Due to Revisions		$56.40 Per Hour (1/2 hr min.)	NA NA				
General Building Valuation							
Building Value from $1-1,000.00		$56.40 ea. Unit	NA NA				
Building Value from $1,001-2,000		$56.40 ea. Unit	$2.70 ea. addl. $100 or fraction therof				
Building Value from $2,001-25,000		$83.40 ea. Unit	$16.80 ea. addl. $1000 or fraction therof				
Building Value from $25,001-50,000		$469.80 ea. Unit	$12.11 ea. addl. $1000 or fraction therof				
Building Value from $50,001-100,000		$772.55 ea. Unit	$8.40 ea. addl. $1000 or fraction therof				
Building Value from $100,001-500,000		$1,192.55 ea. Unit	$6.72 ea. addl. $1000 or fraction therof				
Building Value from $501,000-1,000,000		$3,880.55 ea. Unit	$5.70 ea. addl. $1000 or fraction therof				
Building Value from $1,000,000.00+		$6,730.55 ea. Unit	$4.65 ea. addl. $1000 or fraction therof				
Pools, Tubs & Spas							
Public Pool		Bid Price ea. Unit	NA NA				
Private Pool - In Ground		Bid Price ea. Unit	NA NA				
Private Pool - Above Ground Temporary		$56.40 ea. Unit					
Private Pool - Above Ground Permenant		Bid Price ea. Unit	NA NA				
Storage Sheds		Construction Value ea. Unit	NA NA				
Storage Sheds - Re-siding only		$47.00 ea. Unit	NA NA				
State Fee (Surcharge)		1% of Permit Fee	NA NA				
Expired Permit							
Less Than to 180 days		65% Building Value	NA NA				
Greater than 180 Days but Lesss Than 1 Year		65% of Original Permit Cost	NA NA				
Greater Than 1 Year		100% of Original Permit Cost	NA NA				
Impact Fees							
Parks, Trails, and Recreation		$2,393.56 Per Household					
Residential Transportation	Single Family Residence	$1,131.00 Per Unit	NA NA				
Residential Transportation	All other types/units	$705.00 Per Unit	NA NA				
Commercial Transportation							
General Commercial		$2,328.00 Per 1,000 sf of GFA	NA NA				
Office/Institutional		$2,428.00 Per 1,000 sf of GFA	NA NA				
Industrial		$668.00 Per 1,000 sf of GFA	NA NA				
Culinary Water							
¾" Line		$966.00 ea. Unit	NA NA				
1" Line		$1,610.00 ea. Unit	NA NA				
1½" Line		$4,999.00 ea. Unit	NA NA				
2" Line		$7,997.00 ea. Unit	NA NA				
3" Line		$15,994.00 ea. Unit	NA NA				
4" Line		$24,991.00 ea. Unit	NA NA				
6" Line		$49,981.00 ea. Unit	NA NA				
8" Line		$79,970.00 ea. Unit	NA NA				
Secondary Water - Residential							
4,000-7,000sf lot		$523.03 ea. Unit	NA NA				
7,001-8,000sf lot		$760.31 ea. Unit	NA NA				
8,001-9,000sf lot		$883.18 ea. Unit	NA NA				
9,001-10,000sf lot		$1,008.44 ea. Unit	NA NA				
10,001-11,000sf lot		$1,135.85 ea. Unit	NA NA				
11,001-13,000sf lot		$1,330.48 ea. Unit	NA NA				
13,001-15,000sf lot		$1,595.85 ea. Unit	NA NA				

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
15,001-17,000sf lot	$1,867.01 ea. Unit	NA NA				
17,001-19,000sf lot	$2,143.25 ea. Unit	NA NA				
19,001-21,000sf lot	$2,423.98 ea. Unit	NA NA				
21,001-23,000sf lot	$2,708.76 ea. Unit	NA NA				
23,001-25,000sf lot	$2,997.23 ea. Unit	NA NA				
25,001-27,000sf lot	$3,289.06 ea. Unit	NA NA				
27,001-30,000sf lot	$3,658.21 ea. Unit	NA NA				
30,001-33,000sf lot	$4,107.02 ea. Unit	NA NA				
33,001-36,000sf lot	$4,561.61 ea. Unit	NA NA				
36,001-39,000sf lot	$5,021.48 ea. Unit	NA NA				
39,001-42,000sf lot	$5,486.20 ea. Unit	NA NA				
42,001-45,000sf lot	$5,955.43 ea. Unit	NA NA				
45,001-48000sf lot	$6,428.84 ea. Unit	NA NA				
48,001-51,000sf lot	$6,906.17 ea. Unit	NA NA				
51,001-54,000sf lot	$7,387.17 ea. Unit	NA NA				
54,001-57,000sf lot	$7,871.64 ea. Unit	NA NA				
57,001-60,000sf lot	$8,359.39 ea. Unit	NA NA				
Secondary Water - Open Land in a Commercial Subdivision	$0.17 sf of pervious area	NA NA				
Sewer - North Davis Sewer District (Fee)	$3,000.00 per Connection	NA NA				
Sewer - Storm (ENR Construction Index)						
R1	$4,748.00 per acre or 0.109 sf	NA NA				
R2	$5,053.00 per acre or 0.116 sf	NA NA				
R3	$5,532.00 per acre or 0.127 sf	NA NA				
R4	$6,316.00 per acre or 0.145 sf	NA NA				
PRD	$6,011.00 per acre or 0.138 sf	NA NA				
GC	$11,369.00 per acre or 0.261 sf	NA NA				
C2	$10,716.00 per acre or 0.246 sf	NA NA				
I1	$11,369.00 per acre or 0.261 sf	NA NA				
A1	$3,006.00 per acre or 0.069 sf	NA NA				
PO	$11,369.00 per acre or 0.261 sf	NA NA				
Public Safety						
Residential	$142.00 per application	NA NA				
Commercial	$0.0440 Per sf of building	NA NA				
Connection Fees						
Culinary Water						
3/4" Meter	$325.00 ea. Unit	NA NA				
1" Meter	$485.00 ea. Unit	NA NA				
1 ½" Meter	$680.00 ea. Unit	NA NA				
2" Meter	$983.00 ea. Unit	NA NA				
3" Meter	$1,699.50 ea. Unit	NA NA				
4" Meter	$3,005.00 ea. Unit	NA NA				
6" Meter	$4,782.00 ea. Unit	NA NA				
8" Meter	$7,143.00 ea. Unit	NA NA				
Secondary Water						
¾" Line	$300.00 ea. Unit	NA NA				
1" Line	$400.00 ea. Unit	NA NA				
1½" Line	$600.00 ea. Unit	NA NA				
2" Line	$800.00 ea. Unit	NA NA				
3" Line	$1,200.00 ea. Unit	NA NA				
4" Line	$1,600.00 ea. Unit	NA NA				
6" Line	$2,000.00 ea. Unit	NA NA				
8" Line	$2,400.00 ea. Unit	NA NA				
Sewer - North Davis Sewer District (Connection)	$240.00 per Connection	NA NA				
Sewer - City Connection	$300.00 ea. Unit	NA NA				
Review for 8" Main Line	$250.00					
Inspection Fees						
Outside of normal business hours	$56.40 per incident (2 hr min.)	NA NA				

Fee Description		Current Base Fee		Additional Fee		Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Re-Inspections		$56.40	per Hour	NA	NA				
Plan Changes			2 x Plan Fee	NA	NA				
Inspection with no fee indicated		$56.40	per Hour (1/2 hour min.)	NA	NA				
Additional Plan Reviews Due to Revisions		$56.40	per Hour (1/2 hour min.)						
Miscellaneous/Requested Inspections		$56.40	per Hour (1/2 hour min.)	NA	NA				
Final Off-Site Inspection		$15.00	per Lot	NA	NA				
Final Off-Site Inspection Items									
Culinary Water		$0.183	per lf	NA	NA				
Secondary Water		$0.124	per lf	NA	NA				
Sanitary Sewer		$0.183	per lf	NA	NA				
Storm Drain		$0.143	per lf	NA	NA				
Land Drain		$0.178	per lf	NA	NA				
Curb and Gutter		$0.038	per lf	NA	NA				
Sidewalk		$0.019	per lf	NA	NA				
Road		$0.111	per lf	NA	NA				
Hydrant Test		$10.00	per Hydrant	NA	NA				
Smoke Test		$6.00	per Lot	NA	NA				
Streetlight		$6.00	per Streetlight	NA	NA				
Warranty Inspections									
First Final Warranty		$50.00	per Project	NA	NA				
Final Warranty Re-inspection (if punch list is complete)		$50.00	per Project	NA	NA				
Third Final Warranty		$75.00	per Project	NA	NA				
Fourth Final Warranty		$100.00	per Project	NA	NA				
3rd Party Project or Plan Review Fee		Variable	Fee assessed to the project applicant						
Sign Permit Fees									
Permanent Attached		Sign Valuation	per Sign	NA	NA				
Temporary Attached	5 days max.	$35.00	per Sign	NA	NA				
Permanent Detached		Sign Valuation	Per Sign	State Fee	per Sign				
Temporary Detached	5 days max.	$35.00	per Sign	NA	NA				
Sign Reclamation fee (Illegal sign)		$10.00	per Sign	NA	NA				
Sign Reclamation fee (Repeat offenses)		$40.00	per Sign	NA	NA				

*All permits and reviews are subject to a 1% surcharge imposed by the State of Utah Division of Professional Licensure

**Not every situation is foreseen; fees may be based on bid amounts or the total number of inspections to complete a project

***A per inspection fee is calculated at $56.40/inspection to offset the cost of additional inspections

Community Development *All Fees Are Effective July 1, 2014 Except As Noted (All fees paid with credit card are subject to 1% fee)*

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Development Application Fees						
Commercial Site Plan*						
0-5 Acres	$575.00 per Plan set	$55.00 per Acre				
5.01-10 acres	$1,585.00 per Plan set	$173.00 per Acre				
10.01-15 acres	$2,450.00 per Plan set	$144.00 per Acre				
15.1-20 acres	$3,170.00 per Plan set	$115.00 per Acre				
> 20.1 acres	$3,745.00 per Plan set	$100.00 per Acre				
Each Revised Plan*	$250.00 per Plan set	$50.00 per Lot				
Site Plan Amendment (minor)	$100.00 per Plan set	NA NA				
Site Plan Including Conditional use	$650.00 per Plan set	$55.00 per acre				
Site Plan Nonconforming Use/Lot Review Fee	$35.00 per Plan set	NA NA				
Residential Development Plat*						
~~Sketch Plan~~	~~$225.00 per Plan set~~	~~$25.00 per Lot~~				
~~Each Revised Sketch Plan~~	~~$50.00 per Plan set~~	~~$15.00 per Lot~~				
Concept Plan Review			$225.00	per Plan set		
Revised Concept Plan			$75.00	per Plan set		
Preliminary Plan	$575.00 per Plan set	$50.00 per Lot				
Each Revised Preliminary Plan	$150.00 per Plan set	$15.00 per Lot				
Final Plan	$575.00 per Plan set	$75.00 per Lot				
Each Revised Final Plan	$250.00 per Plan set	$50.00 per Lot				
Staff Review Fees						
Amended Subdivision	$550.00 per Plan set	$50.00 per Lot				
Residential Multi-Family	$750.00 per Plan set	1.00% Bond Amount				
All Addtitional Reviews Required by Plan Changes	$56.40 per Hour (1/2 hour min.)	$0.00 NA				
Ge(Private Pool - Above Ground Permenant	Bid Price Per Hour					
Administrative Fees						
Appeal to Board of Adjustments	$200.00 per appeal	NA NA				
Plat Recording Fee (Per County Recorders Fee Schedule)	$37.00 per Plat	$1/lot + $1/signature over 2 + $1/each common space				
Payback or Reimbursement Agreement	$500.00 per agreement	NA NA				
Application Fees	$0.65					
General Plan Amendment	$450.00 per Application	NA NA				
Re-Zone	$425.00 per Application	$0.00 NA				
Conditional Use (Major)	$100.00 per Application	Public Noticing Fees				
Conditional Use (Minor)			$100.00			
Conditional Use (Home Occupcation with no customer visits to home)			$0.00			
Conditional Use Extension or Modification (Major)	$50.00 per Application	NA NA				
Conditional Use Extension or Modification (Minor)						
Agricultural Protection Area Designation	$250.00 per Application	$25.00 NA				
Annexation Petition and Review						
0-2 acres	$230.00 per Application	$173.00 per Acre				
2.1-5 acres	$575.00 per Application	$144.00 per Acre				
5.1-10 acres	$1,007.00 per Application	$115.00 per Acre				
> 10 acres	$1,582.00 per Application	$87.00 per Acre				
Home Occupation	$45.00 per Application	NA NA	$25.00	per Application		
Commercial Business	$25.00 per Application	NA NA				
Public Noticing Fees						
Public Notice Signs	$6.00 Per Sign					
~~Mailing List Generation~~	~~$25.00 per Application~~					
Noticing Fee for impacted residents	$1.00 Per Address					
Business License Fees						
Business License Amendment	$5.00 per Application	NA NA				
Business License Listing	$5.00 per copy	NA NA				
Home Occupation	$75.00 per Application	NA NA				
Commercial Business (Temporary - 6 months Max.)	$25.00 per Application	NA NA				
Fireworks Stands			$400.00	per Application	$ 200.00	10-day refundable clean-up deposit
License Fee - Commercial Retail Business						
< 5,000 sf	$75.00 per Application	NA NA				
5,001-10,000 sf	$125.00 per Application	NA NA				
> 10,001 sf	$350.00 per Application	NA NA				
License Fee - Commercial Business						
Professional Services	$75.00 per Application	NA NA				
General Services	$75.00 per Application	NA NA				
Food Establishment	$75.00 per Application	NA NA				
Sexually Oriented Business (SOB)						

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Sexually Oriented Business (SOB)	$950.00 per Application	NA NA				
Escort Services	$950.00 per Application	NA NA				
Nude Entertainment Business	$950.00 per Application	NA NA				
Nude Entertainment Employee	$250.00 per Application	NA NA				
Semi-Nude Entertainment Business	$950.00 per Application	NA NA				
Semi-nude Entertainment Employee	$250.00 per Application	NA NA				
Nude Entertainment Employee (Outcall, on-site and non-performing nude entertainment/dancing agency employees)	$250.00 per Application	NA NA				
Nude Dancing Agency	$950.00 per Application	NA NA				
Semi-Nude Dancing Agency	$950.00 per Application	NA NA				
Outcall Agency	$950.00 per Application	NA NA				
Outcall Agency Employee (Off-site services)	$250.00 per Application	NA NA				
Disclosure Application investigation	$50.00 per Application	NA NA				
Outcall Agency Employee (Off-site services)	$252.00 per Application	NA NA				
Application for 2+ Licenses at one time	$20.00 per Application	Higher of applicable fees				
Outcall Agency Employee (Off-site services)	$254.00 per Application	NA NA				
Solicitors/Mobile Sales/Vendors (annual fee)	$25.00 per Application	NA NA				
License per solicitor	$25.00 per Month	NA NA				
Alcoholic Beverages						
Class "A"	$200.00 per Application	NA NA				
Class "B"	$300.00 per Application	NA NA				
Pawn Shops	$450.00 per Application	NA NA				
Duplicate Business License	$5.00 per Application	NA NA				
Late Payment Fees						
Paid after Jan 31	50.00% of renewal fee					
Paid after Feb. 28	75.00% of renewal fee					
Paid after Mar 31	100.00% of renewal fee					
Fines						
Utility Excavation without a Permit	$250.00 per Incident	NA NA				
Storm Water Pollution - Illicit Discharge	$200.00 Per Incident					
Storm Water - Post contsruction BMP removal	$100.00 Per BMP					
Construction Activity Without a Permit when required	$100.00 per Incident	NA NA				
Operating without a business license	$15.00 per Incident	Certified mailing costs				
Late Payment Fees	$10.00 per month					
Weed Mowing (Code Enforcement)						
Class B - A parcel of 1/4 acre or less with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)			$170.00			
Class C - A parcel greater than 1/4 acre, but less than 1/2 acre with weeds and/or a small amount of trash			$180.00			
Class D - A parcel greater than 1/4 acre, but less than 1/2 acre with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)			$205.00			
Class E - A parcel greater than 1/2 acre, but less than 3/4 acre with weeds and/or a small amount of trash			$225.00			
Class F - A parcel greater than 1/2 acre, but less than 3/4 acre with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)			$255.00			
Class G - A parcel greater than 3/4 acre, but less than 1 acre with weeds and/or a small amount of trash			$262.50			
Class H - A parcel greater than 3/4 acre, but less than 1 acre with weeds and or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)			$352.50			
Class I - A parcel greater than 1 acre, but less than 2 acres with weeds and/or a small amount of trash			$375.00			
Class J - A parcel greater than 1 acre, but less than 2 acres with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)			$412.50			
Class K - A parcel greater than 2 acres, but less than 3 acres with weeds and/or a small amount of trash			$457.50			
Class L - A parcel greater than 2 acres, but less than 3 acres with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)			$615.00			
Special Class - Special nuisances not easily classified requiring hourly fees for drivers, trucks, tractors, and hand work.			bids will be obtained from contractors.			
1/4 acre = 10,890 square feet						
1/2 acre = 21,780 square feet						
3/4 acre = 32,674 square feet						
1 acre = 43,560 square feet						
**All rates include dump fees						
Administration Fee for each subsequent weed mowing incident	$50.00 per incident	NA NA				
Hourly Rates						
Weedeater	$33.00					
Edger	$33.00					
Leaf Blower	$33.00					
Push Mower	$36.00					
Small Riding Mower	$43.50					
Large Riding Mower	$52.50					
Tractor	$75.00					
Truck/Trailer	$82.50					
Tractor/Mower	$78.00					
**Hourly rates include operator, equipment, and all incidentals required to complete the work.						

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Excavation Permit Fees						
NOTE: Trench Repair Fees for Excavations bebtween October 15th and May 15th are double fee shown						
Administrative Fee	$47.00 per applciation					
Curb & Gutter Repair	$20.00 per lf	NA NA				
Sidewalk Repair	$10.00 per lf	NA NA				
Phone/Power/Cable Trench Repair Fee for Perpendicular Cuts						
26'-0" Wide Road (50' ROW)						
1'-0" to 13'-0" Cut	$46.14 per Application	NA NA				
14'-0" to 26'-0" Cut	$92.40 per Application	NA NA				
32'-0"' Wide Road (50'-60' ROW)						
1'-0" to 16'-0" Cut	$56.88 per Application	NA NA				
Cut 17'-0" to 32'-0" Cut	$132.64 per Application	NA NA				
36-0"' Wide Road (60' ROW)						
1'-0" to 18'-0" Cut	$63.96 per Application	NA NA				
19'-0" to 36'-0" Cut	$127.92 per Application	NA NA				
42'-0" Wide Road (66' ROW)						
1'-0" to 21'-0" Cut	$78.12 per Application	NA NA				
22'-0" to 42'-0" Cut	$156.42 per Application	NA NA				
56'-0" Wide Road (80' ROW)						
1'-0" to 21'-0" Cut	$78.12 per Application	NA NA				
22'-0" to 35'-0" Cut	$127.92 per Application	NA NA				
36'-0" to 56'-0" Cut	$198.80 per Application	NA NA				
Water Line Trench Repair Fee for Perpendicular Cuts						
26'-0" Wide Road (50' ROW)						
1'-0" to 13'-0" Cut	$53.83 per Application	NA NA				
14'-0" to 26'-0" Cut	$107.66 per Application	NA NA				
32'-0"' Wide Road (50'-60' ROW)						
1'-0" to 16'-0" Cut	$66.36 per Application	NA NA				
Cut 17'-0" to 32'-0" Cut	$132.72 per Application	NA NA				
36-0"' Wide Road (60' ROW)						
1'-0" to 18'-0" Cut	$74.62 per Application	NA NA				
19'-0" to 36'-0" Cut	$149.24 per Application	NA NA				
42'-0" Wide Road (66' ROW)						
1'-0" to 21'-0" Cut	$87.08 per Application	NA NA				
22'-0" to 42'-0" Cut	$174.16 per Application	NA NA				
56'-0" Wide Road (80' ROW)						
1'-0" to 21'-0" Cut	$87.08 per Application	NA NA				
22'-0" to 35'-0" Cut	$145.46 per Application	NA NA				
36'-0" to 56'-0" Cut	$232.12 per Application	NA NA				
Storm Drain Lines Trench Repair Fee for Perpendicular Cuts						
26'-0" Wide Road (50' ROW)						
1'-0" to 13'-0" Cut	$61.52 per Application	NA NA				
14'-0" to 26'-0" Cut	$123.04 per Application	NA NA				
32'-0"' Wide Road (50'-60' ROW)						
1'-0" to 16'-0" Cut	$75.84 per Application	NA NA				
Cut 17'-0" to 32'-0" Cut	$151.68 per Application	NA NA				
36-0"' Wide Road (60' ROW)						
1'-0" to 18'-0" Cut	$85.25 per Application	NA NA				
19'-0" to 36'-0" Cut	$170.56 per Application	NA NA				
42'-0" Wide Road (66' ROW)						
1'-0" to 21'-0" Cut	$99.52 per Application	NA NA				
22'-0" to 42'-0" Cut	$199.04 per Application	NA NA				
56'-0" Wide Road (80' ROW)						
1'-0" to 21'-0" Cut	$99.52 per Application	NA NA				
22'-0" to 35'-0" Cut	$166.24 per Application	NA NA				
36'-0" to 56'-0" Cut	$265.28 per Application	NA NA				
Sanitary Sewer Lines Trench Repair Fee for Perpendicular Cuts						
26'-0" Wide Road (50' ROW)						
1'-0" to 13'-0" Cut	$69.21 per Application	NA NA				
14'-0" to 26'-0" Cut	$138.24 per Application	NA NA				
32'-0"' Wide Road (50'-60' ROW)						
1'-0" to 16'-0" Cut	$85.32 per Application	NA NA				
Cut 17'-0" to 32'-0" Cut	$170.64 per Application	NA NA				
36-0"' Wide Road (60' ROW)						

Fee Description	Current Base Fee		Additional Fee		Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
1'-0" to 18'-0" Cut	$99.40	per Application	NA	NA				
19'-0" to 36'-0" Cut	$191.88	per Application	NA	NA				
42'-0" Wide Road (66' ROW)								
1'-0" to 21'-0" Cut	$111.96	per Application	NA	NA				
22'-0" to 42'-0" Cut	$223.92	per Application	NA	NA				
56'-0" Wide Road (80' ROW)								
1'-0" to 21'-0" Cut	$111.96	per Application	NA	NA				
22'-0" to 35'-0" Cut	$187.02	per Application	NA	NA				
36'-0" to 56'-0" Cut	$298.44	per Application	NA	NA				
Combined Trench Repair Fee for Perpendicular Cuts	$35.00							
26'-0" Wide Road (50' ROW)	Sign Valuation	Per Sign						
1'-0" to 13'-0" Cut	$35.00	per Application	NA	NA				
14'-0" to 26'-0" Cut	$153.60	per Application	NA	NA				
32'-0"' Wide Road (50'-60' ROW)								
1'-0" to 16'-0" Cut	$94.80	per Application	NA	NA				
Cut 17'-0" to 32'-0" Cut	$189.60	per Application	NA	NA				
36-0"' Wide Road (60' ROW)								
1'-0" to 18'-0" Cut	$106.60	per Application	NA	NA				
19'-0" to 36'-0" Cut	$213.20	per Application	NA	NA				
42'-0" Wide Road (66' ROW)								
1'-0" to 21'-0" Cut	$124.40	per Application	NA	NA				
22'-0" to 42'-0" Cut	$248.80	per Application	NA	NA				
56'-0" Wide Road (80' ROW)								
1'-0" to 21'-0" Cut	$124.40	per Application	NA	NA				
22'-0" to 35'-0" Cut	$207.80	per Application	NA	NA				
36'-0" to 56'-0" Cut	$331.60	per Application	NA	NA				
Trench Repair Fee for Parallel Cuts								
26'-0" Wide Road (50' ROW)								
1'-0" to 13'-0" Cut	$3.85	per foot of resurface	NA	NA				
14'-0" to 26'-0" Cut	$7.70	per foot of resurface	NA	NA				
32'-0"' Wide Road (50'-60' ROW)								
1'-0" to 16'-0" Cut	$4.74	per foot of resurface	NA	NA				
Cut 17'-0" to 32'-0" Cut	$9.47	per foot of resurface	NA	NA				
36-0"' Wide Road (60' ROW)								
1'-0" to 18'-0" Cut	$5.33	per foot of resurface	NA	NA				
19'-0" to 36'-0" Cut	$10.66	per foot of resurface	NA	NA				
42'-0" Wide Road (66' ROW)								
1'-0" to 21'-0" Cut	$6.22	per foot of resurface	NA	NA				
22'-0" to 42'-0" Cut	$12.44	per foot of resurface	NA	NA				
56'-0" Wide Road (80' ROW)								
1'-0" to 21'-0" Cut	$6.22	per foot of resurface	NA	NA				
22'-0" to 35'-0" Cut	$10.36	per foot of resurface	NA	NA				
36'-0" to 56'-0" Cut	$16.58	per foot of resurface	NA	NA				

* Site Plan Review includes one (1) additional corrections review after first submittal

Storm Water Activity Permit Fees		
Storm Water Permit Fees	$50.00	Per application
Deposit - Storm Water Activity Permit	$1,000.00	Per application

Newsletter Advertising Fees

NOTE: See Resolution R10-13 for policies governing advertising in City Newsletter

	Per Issue Rate
Full page ad (8.5" x 11")	$400.00
Half page ad	$225.00
Quarter page ad	$125.00
Eight page ad	$60.00

Utility Bill Advertising Fees

NOTE: See Resolution R11- for policies governing advertising on the Utility Bill

	Per Issue Rate
Full page color ad (8.5" x 11")	$600.00
Full page black and white ad (8.5" x 11")	$400.00

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Utility Rates						
Garbage Service						
Service	$9.95 per month	N/A NA				
New Garbage Can Set-up	$100.00 ea. Unit	NA NA				
Extra Garbage Can (Limit 3)	$7.20 ea. Unit	NA NA				
Green Waste Can	$6.50 ea. Unit	N/A N/A				
Replacement Cost	$90.00 per can	NA NA				
Early Return of Extra Can(s) - less than six (6) months	$35.00 per can	NA NA				
Street Lighting (Effective May 1st, 2009)						
Street Ligting Power Fee	$1.00 per month	NA NA				
Purchase of New Street Lights	$0.32 per month	NA NA				
Parks Maintenance Fee	$2.93 per month	NA NA				
Temporary Meter (New Construction)	$30.00 per application	NA NA				
New Service (Does not include impact fee)	$25.00 per application	NA NA				
Utility Account Transfer (within City limits)	$15.00 per request	NA NA				
Late Fee on Delinquent Accounts	$10.00 per incident	NA NA				
Request for Re-establishment of Service after Delinquency						
First Occurrence	$35.00 per request	NA NA				
Subsequent Occurrences (Same Year)	$50.00 per request	NA NA				
After Hours Re-connection of Service	$35.00 per request	NA NA				
Deposit for Water Service						
Residential	$75.00 per application	NA NA				
Commercial/Industrial/Multi-Family	$100.00 per application	NA NA				
Culinary Water Service						
Private Pool - Above Ground Permenant	$2.20 per 1,000 gallons					
Commercial Construction (not to be pro-rated)	$2.20 per 1,000 gallons					
Commercial Service						
< 10,000 Gallons	$16.50 per month	NA NA				
10,001-30,000 gallons	$1.65 per 1,000 gallons	NA NA				
30,001-40,000 gallons	$2.05 per 1,000 gallons	NA NA				
> 40,000 gallons	$2.65 per 1,000 gallons	NA NA				
Residential Service (with secondary water)						
< 8,000 Gallons	$16.50 per month	NA NA				
8,001 -15,000 gallons	$2.05 per 1,000 gallons	NA NA				
> 15,000 gallons	$2.45 per 1,000 gallons	NA NA				
Residential Service (without secondary water)						
< 8,000 Gallons	$16.50 per month	NA NA				
8,001 -15,000 gallons	$2.20 per 1,000 gallons	NA NA				
15,001-20,000 gallons	$2.75 per 1,000 gallons	NA NA				
> 20,000 gallons	$4.10 per 1,000 gallons	NA NA				
All Non-Residential Service						
< 8,000 Gallons	$22.50 per month	NA NA				
8,001 -15,000 gallons	$2.20 per 1,000 gallons	NA NA				
15,001-20,000 gallons	$2.75 per 1,000 gallons	NA NA				
> 20,000 gallons	$4.10 per 1,000 gallons	NA NA				
Secondary Water Service (rate based on 3/4" line size flow for any service larger than 1")						
3/4" line	$15.50 per month	NA NA				
1" line	$21.50 per month	NA NA				
1 1/2" line	$58.00 per month	NA NA				
2" line	$103.11 per month	NA NA				
3" line	$184.50 per month	NA NA				
4" line	$412.44 per month	NA NA				

Fee Description	Current Base Fee		Additional Fee		Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
6" line	$928.00	per month	NA	NA				
8" line	$1,649.78	per month	NA	NA				
Hydrant Meter								
Meter Deposit	$1,200.00	per application	NA	NA				
Administrative Fee	$30.00	per application	NA	NA				
Hydrant Rental								
Short Term (up to 3 days)	$8.00	per applcation	$2.00	per 1,000 gallons				
Long Term (Monthly)	$30.00	per month	$2.00	per 1,000 gallons				
General Use Fee	$2.20	per 1,000 gallons	NA	NA				
Hydrant Flushing	$250.00	per Flushing	$2.18	per 1,000 gallons				
Sewer Service (Waste)								
Residential & Commercial	$17.80	per month	NA	NA				
Sewer Service (Storm)								
Residential	$4.55	per month	NA	NA				
Commercial								
0 - 1 acre	$6.35	per month	NA	NA				
1.1 - 2 acres	$12.75	per month	NA	NA				
2.1 - 2 acres	$19.10	per month	NA	NA				
3.1 - 4 acres	$25.45	per month	NA	NA				
4.1 - 5 acres	$31.80	per month	NA	NA				
5.1 - 6 acres	$38.20	per month	NA	NA				
6.1 - 7 acres	$44.55	per month	NA	NA				
7.1 - 8 acres	$50.90	per month	NA	NA				
8.1 - 9 acres	$57.25	per month	NA	NA				
Each additional acre	$6.35	per month	NA	NA				
Secondary Water - Open Land in a Residential Subdivision	$0.19	sf of pervious area	NA	NA				
Public Works								
Sidewalk & Driveway Approach Replacement	$45.00	per inspection	NA	NA				
Street Sweeping (Contractor failure to clean)	$515.00	per incident	Time & Material for City Personnel					
Fines								
Fines - Water Meter Tampering	$35.00	per Incident	NA	NA				

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Community Center Fees						
Rental - after hours fee for all activities	$10.00 per hour per staff member					
Rental - Gymnasium						
Resident	$100.00 per hour per gym	$500.00 per 8 hours per gym				
Non-resident	$150.00 per hour per gym	$800.00 per 8 hours per gym				
Rental - Classroom/Craft Room						
Resident	$25.00 per hour per room	$160.00 per 8 hours per room				
Non-resident	$45.00 per hour per room	$280.00 per 8 hours per room				
Memberships						
Children (Ages 5-13)						
Resident	$0.50 per day	$5.00 per month or $36 per year				
Non-Resident	$0.50 per day	$8.00 per month or $61 per year				
Youth (Ages 14-17)						
Resident	$1.00 per day	$11.00 per month or $76 per year				
Non-Resident	$1.00 per day	$16.00 per month or $101 per year				
Adults (Ages 18-59)						
Resident	$2.00 per day	$16.00 per month or $101 per year				
Non-Resident	$2.00 per day	$26.00 per month or $181 per year				
Seniors (Ages 60+)						
Resident	$0.50 per day	$5.00 per month or $36 per year				
Non-Resident	$0.50 per day	$8.00 per month or $61 per year				
Seniors Couples						
Resident	n/a per day	$7.00 per month or $56 per year				
Non-Resident	n/a per day	$11.00 per month or $101 per year				
Adult Couples						
Resident	n/a per day	$26.00 per month or $176 per year				
Non-Resident	n/a per day	$46.00 per month or $301 per year				
Familes						
Resident	n/a per day	$51.00 per month or $251 per year				
Non-Resident	n/a per day	$76.00 per month or $401 per year				
Park Rental Fees						
Park Land Rental (Concessionaire)	$250.00 per month	NA NA				
Athletic Fields						
Non-Recreational Play	$25.00 per (4) hour period	$5.00 per hour for 5+ hours				
Resident	$50.00 per field per day	NA NA				
Non-Resident	$75.00 per field per day	NA NA				
Recreational Play	Fee negotiated per Contract	NA NA				
Field Lighting	$30.00 per hour per field	NA NA				
Boweries (except for Jensen and Legacy Parks)						
Bowery Rental Deposit	$50.00 per application	NA NA				
Parties of 150 or Less						
Resident	$25.00 per (4) hour period	$5.00 per hour for 5+ hours				
Non-Resident	$50.00 per (4) hour period	$10.00 per hour for 5+ hours				
Parties of 150 or More						
Resident	$75.00 per (4) hour period	$10.00 per hour for 5+ hours				
Non-Resident	$125.00 per (4) hour period	$20.00 per hour for 5+ hours				
Ice Rink Rental (Skate Rentals not included)			$50.00 per 2 hour session			
Ice Skate Rentals						
Adults (ages 13 and up)			$4.00 per hour			
Children			$3.00 per hour			
Jensen Nature Park						
Resident	$50.00 per (4) hour period	NA NA				
Non-Resident	$75.00 per (4) hour period	NA NA				
Jensen Park Nature Center						
Resident - 1/2 Day	$125.00 per rental	NA NA				
Resident - Whole Day	$250.00 per rental	NA NA				
Non-resident - 1/2 Day	$175.00 per rental	NA NA				
Non-resident - Whole Day	$350.00 per rental	NA NA				
Legacy Park						
Resident	$50.00 per (4) hour period	NA NA				
Non-Resident	$75.00 per (4) hour period	NA NA				
Cancellation Fee	$5.00 per cancellation	50% within 7 days, no refund under 3 days				

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Heritage Days						
10 x 10 Booth	$75.00 per booth	NA NA				
10 x 20 Booth	$120.00 per booth	NA NA				
Power for Booth	$10.00 per booth	NA NA				
Roving Vendor Permit						
Without a booth rental	$50.00 per permit	NA NA				
With a booth rental	$25.00 per permit	NA NA				
Parade Entry	$10.00 per vehicle					
Late Fee	$15.00 per application	NA NA				
Farmers Market Fees						
Prepared Food / Retail Sales	~~$10 Per Week or $130 per year~~		$20	Per Week or $200 per Season		
Cottage Food	~~$15 Per Week or $195 per year~~		$10	Per Week or $100 per Season		
Produce	~~$5 Per Week or $65 per year~~		$5	Per Week or $50 per Season		
Power Rental	~~$5 Per Basket~~		$10	Per Week or $50 per Season		
Sports Programs						
Late Sign-up Fee	$5.00 per person	NA NA				
Golf	$56.00 per person	NA NA				
Tennis	$31.00 per person	NA NA				
Football (Tackle)	$116.00 per person	NA NA				
Adult Basketball	$351.00 per team	NA NA				
Soccer (Fall/Spring)						
Resident	$46.00 per person	NA NA				
Non-Resident	$61.00 per person	NA NA				
Baseball/Softball						
T-ball						
Resident	$36.00 per person	NA NA				
Non-Resident	$51.00 per person	NA NA				
Machine Pitch						
Resident	$41.00 per person	NA NA				
Non-Resident	$41.00 per person	NA NA				
Minor League/Major League						
Resident	$46.00 per person	NA NA				
Non-Resident	$61.00 per person	NA NA				
Pony/Ponytail/High School						
Resident	$51.00 per person	NA NA				
Non-Resident	$66.00 per person	NA NA				
Jr High/5th - 6th Girls						
Resident	$51.00 per person	NA NA				
Non-Resident	$66.00 per person	NA NA				
Basketball						
1st-6th grades (Jr Jazz)						
Resident	$51.00 per person	NA NA				
Non-Resident	$66.00 per person	NA NA				
7th-12th grades (Jr Jazz)						
Resident	$56.00 per person	NA NA				
Non-Resident	$71.00 per person	NA NA				
Itty Bitty						
Resident	$36.00 per person	NA NA				
Non-Resident	$51.00 per person	NA NA				
Equipment Rental						
Performance Stage	$900.00 per day					

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Basic Fees						
Plot Purchase						
Resident	$500.00					
Non-Resident	$1,000.00					
Plot Purchase - half/infant/urn						
Resident	$250.00					
Non-Resident	$500.00					
Interment - Adult						
Resident	$300.00					
Non-Resident	$700.00					
Interment - Child						
Resident	$175.00					
Non-Resident	$400.00					
Interment - Urn or Infant						
Resident	$100.00					
Non-Resident	$200.00					
Interment - Weekend or Holiday						
Resident	$200.00					
Non-Resident	$200.00					
Disinterment						
Resident	$400.00					
Non-Resident	$400.00					
Monument Move (Flat Monument)						
Resident	$50.00					
Non-Resident	$50.00					
Monument Move (Upright Monument)						
Resident	$250.00					
Non-Resident	$250.00					
Position Transfer Fee						
Resident	$35.00					
Non-Resident	$35.00					
After Hours fee (3:00 p.m.)						
Resident	$100.00					
Non-Resident	$100.00					

Public Safety & Public Works

All Fees Are Effective July 1, 2014 Except As Noted (All fees paid with credit card are subject to 1% fee)

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Fire Department						
Ambulance Stand-By Fee (for-profit special events)	$36.00 per hour					
CERT Special Class fee for additional classes requested by organizations outslide of regulary scheduled classes	$200.00 per class					
Equipment issued during CERT Class	$25.00					
Fire Report	$10.00					
Fire Report with pictures	$50.00					
CPR/ First Aid Course						
Resident	$10.00					
Non-Resident	$20.00					
Off-site CPR, First Aid, or AED Training course	$200.00 per class					
Children's Bike Helmets	$10.00					
Police Department						
Fingerprinting						
Resident	$10.00 per card					
Non-Resident	$15.00 per card					
Police contract services (i.e. special events, interagency, etc)						
Admin Fee - staffing costs	$20.00 per event					
Each officer	$55.00 per hour					
Police Report	$10.00					
Police Report with any pictures/CD/DVD	$50.00					
Good Conduct Letter Request	$5.00 per letter					
Defensive Driving Course ordered by Justice Court	$30.00					
Annual sex offender registration fee	$25.00 Per Registration					
Emergency Services						
Base Fee and Mileage Rate	As per State approved Utah Health Department Rates					
Surcharges (Emergency, night service, off-road)						
Special Provisions (wait time, non-transport)						
Medical Supplies						
Hardship Waivers for Emergency Services	As per City Council Resolution R14-39					
Public Works Department						
Public Works contract services (i.e. staffing, capital projects, interagency, etc)						
Staffing costs	$75.00 minimum up to 1st hour	$75.00 per hour after 1st hour				
Heavy equipment costs	$100.00 minimum up to 1st hour	$100.00 per hour after 1st hour				
**Rate billed by the City includes time for mobilization and demobilization.						
Street Light Installation Charge - Charged to new development			Actual cost of installation			

Miscellaneous

All Fees Are Effective July 1, 2014 Except As Noted (All fees paid with credit card are subject to 1% fee)

Fee Description		Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Faxes							
Local		$2.00 per call	NA NA				
Long Distance		$1.00 per page	$0.10 NA				
Copies							
8 1/2 " x 11" - single sheet B&W		$0.25 per sheet	NA NA				
8 1/2 " x 11" - single sheet Color		$0.50 per sheet	NA NA				
11 " x 17" - single sheet B&W		$0.50					
11 " x 17" - single sheet Color		$1.00					
24" x 36"		$2.00 per sheet	NA NA				
Off-site Printing		Actual Cost	NA NA				
Post Office Supplies							
Stamps, Packages, Boxes, etc.		As per approved USPS prices					
Bubble Wrap		$3.30					
Packing Tape Dispensers		$3.50					
Mailing Carton 12" x 10" x 8"		$2.19					
Mailing Carton 15"x12"x10"		$3.49					
Mlg Ctn 9.0625" x 5.625" x 1.25" (DVD/Video)		$2.59					
Mailing Carton 8" x 8" x 8"		$1.99					
Mailing Carton 5.75" x 5.25" x 1" (CD Mailer)		$2.19					
Photo/Doc Mlr 9.75" x 12.25" (Chipboard)		$1.59					
Cushion Mailer 6" x 10"		$1.19					
Cushion Mailer 8.5" x 12"		$1.59					
Cushion Mailer 10.5" x 16"		$1.89					
Photo/Doc Mailer 6" x 10" (Chipboard)		$1.49					
Photo/Doc Mlr 6.5" x 9.5" Corr-Ins peel adh		$1.69					
Photo/Doc Mlr 9.5" x 12.5" Corr-Ins peel adh		$2.19					
Bubble Mailer 6" x 10"		$1.49					
Bubble Mailer 10.5" x 16"		$2.19					
Bubble Mailer 8.5" x 12"		$1.79					
Bubble Mailer 12.5" x 19"		$2.59					
Envelope 6" x 9"		$0.49					
Utility Mailer 10.5" x 16"		$1.19					
Administrative Reports & Documents							
Financial Report							
First Copy		No Charge per report	NA NA				
Additional		$5.00 per report	NA NA				
Budget Document							
First Copy		No Charge per report	NA NA				
Additional		$5.00 per report	NA NA				
Audio Recordings on CD		$10.00 per CD	NA NA				
Certification of Copies		$2.00 per copy	NA NA				
GRAMA Records Request							
Research, compilation, editing etc.		$0.00 per minute (first 30 min)	$15.00 per hour (31+ minutes)				
Notarization		$5.00 per stamp	NA NA				
Subdivision Ordinance Book							
Entire Book		$15.00 per book	NA NA				
Per Chapter		$1.50 per chapter	NA NA				
General Plan Book		$15.00 per book	NA NA				
Maps (includes Zoning, General Plan, Garbage Pick-up, Master Transportation etc.)							
8 1/2 " x 11"	Size A	$3.00 per map	NA NA				
11" x 17"	Size B	$5.00 per map	NA NA				
17" x 22"	Size C	$8.00 per map	NA NA				
22" x 34"	Size D	$15.00 per map	NA NA				
34" x 44"	Size E	$17.00 per map	NA NA				
Custom		$3.00 per sf	$10.00 Minimum				
Map Research & Compilation		$50.00 per hour					
Maps on disk		$10.00 per disk	NA NA				

Miscellaneous

All Fees Are Effective July 1, 2014 Except As Noted (All fees paid with credit card are subject to 1% fee)

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Collections						
Returned Check Fee	$20.00 per check	NA NA				
Warrant Collection Fee	2.75% of outstanding warrant balance					
Outside Collection Agency Fee	25.00% of balance owed to City					
Candidate Filing Fee for Public Office	$25.00 per application	NA NA				
City Hall Lobby Rental						
Small Events (< 25 persons - no food present)						
Resident	$50.00 per rental	$0.00 per hour				
Non-resident	$75.00 per rental	$0.00 per hour				
Small Events (< 25 persons - with food present)						
Resident	$100.00 per rental	$35.00 per hour				
Non-resident	$150.00 per rental	$35.00 per hour				
Large Events (> 25 persons - no food present)						
Resident	$300.00 per rental	$35.00 per hour				
Non-resident	$450.00 per rental	$35.00 per hour				
Large Events (> 25 persons - with food present)						
Resident	$300.00 per rental	$35.00 per hour				
Non-resident	$450.00 per rental	$35.00 per hour				
City Hall Chambers Rental						
Small Events (< 25 persons - no food present)						
Resident	$100.00 per rental	$35.00 per hour for staffing				
Non-resident	$150.00 per rental	$40.00 per hour for staffing				
Large Events (< 25 persons - no food present)						
Resident	$300.00 per rental	$40.00 per hour				
Non-resident	$450.00 per rental	$45.00 per hour				
City Hall Lobby and Chambers Rental						
Small Events (< 25 persons - no food present)						
Resident	$150.00 per rental	$35.00 per hour				
Non-resident	$200.00 per rental	$40.00 per hour				
Small Events (< 25 persons - with food present)						
Resident	$200.00 per rental	$40.00 per hour				
Non-resident	$250.00 per rental	$45.00 per hour				
Large Events (> 25 persons - no food present)						
Resident	$350.00 per rental	$50.00 per hour				
Non-resident	$400.00 per rental	$55.00 per hour				
Large Events (> 25 persons - with food present)						
Resident	$450.00 per rental	$55.00 per hour				
Non-resident	$500.00 per rental	$60.00 per hour				

COUNCIL AGENDA

January 13, 2015

Agenda Item # **6** **General Plan Amendment**
General Commercial to Planned Residential
1600 W 1700 S requested by Q-2 LLC

Factual Summation

Please see the attached:

a. General Plan Maps & Resolution 15-01

Any question regarding this agenda item may be directed at Sherrie Christensen, Community & Economic Development Director.

Background

The current general plan designation for this parcel is General Commercial. The applicant has requested to break up the parcel and zone the northern part as Planned Residential Development while leaving a little over one half acre along Antelope Drive in the General Commercial zoning. The applicant has indicated intent to develop a 55 and older patio home community. A rezone will also be required upon approval of this application.

The applicant requested both portions of his property adjacent to Banbury Dr. be General Planned PRD. The Planning Commission did not feel that the PRD zone was appropriate for the west side of Banbury. The applicant requested a recommendation on the east portion of the property and will amend his application to address a more suitable zone for the west parcel.

Recommendation

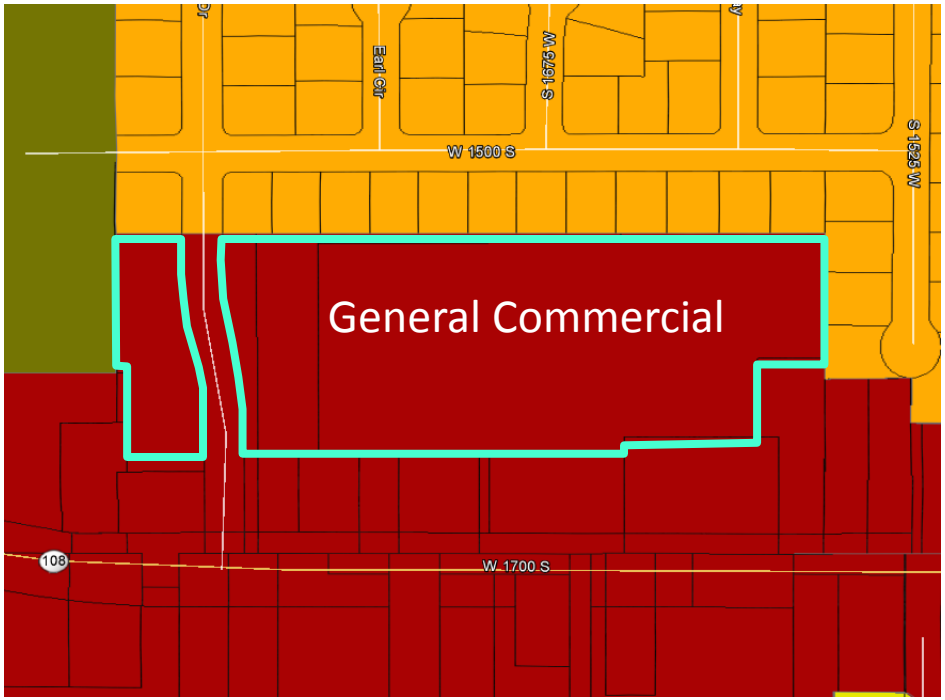
The Planning Commission recommends approval to the City Council for the General Plan Amendments for the following:

Property owned by Q-2, LLC, at approximately 1600 W 1700 S, from General Commercial to PRD (Planned Residential Development), subject to all applicable requirements of the City's municipal codes

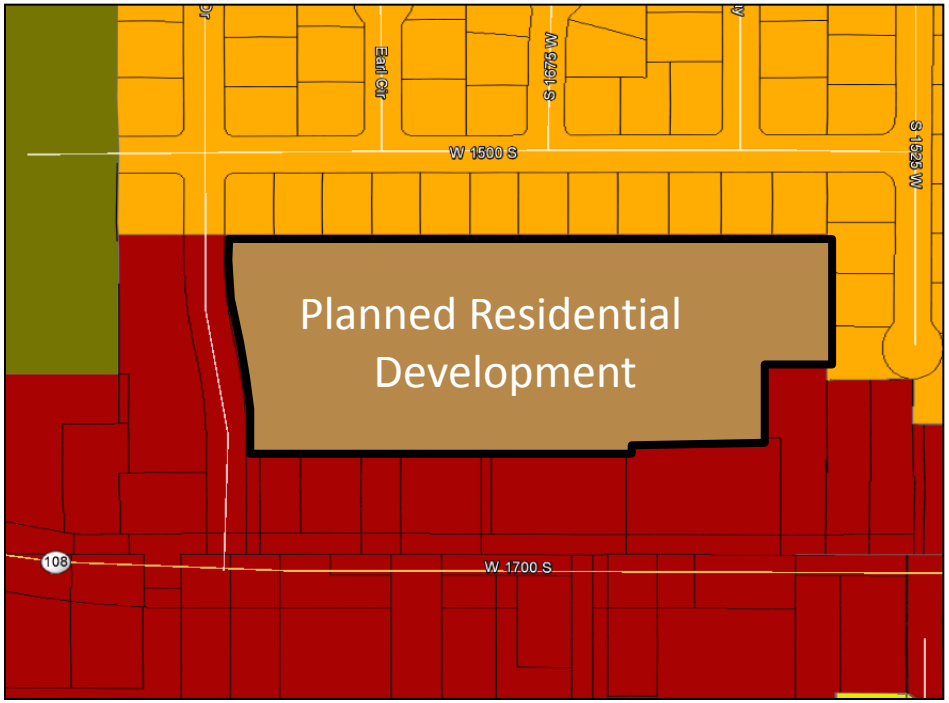
General Plan PC Recommendation
Q-2 LLC 1600 W 1700 S

N

Existing General Plan Map



General Plan Request



- Agriculture A-1
- R-1 (2.90 dwellings per net acre)
- R-2 (3.79 dwellings per net acre)
- R-3 (5.44 dwellings per net acre)
- PRD (8.0 dwellings per net acre)
- R-4 (14.52 dwellings per net acre)
- Professional Office
- Commercial II
- General Commercial Zone
- Industrial Zone
- Town Center Overlay Zone
- Sensitive Overlay Zone
- RDA & EDA Boundary

RESOLUTION R15-02

A RESOLUTION OF THE SYRACUSE CITY COUNCIL AMENDING THE SYRACUSE CITY GENERAL PLAN LAND USE MAP ADOPTED IN 1976, AS AMENDED.

WHEREAS, in 1967 a Syracuse Preliminary Master Plan was prepared for the Syracuse Planning Commission as a part of the Davis County Master Plan Program, said preliminary plan being prepared by R. Clay Allred and Associates, Planning Consultants; and

WHEREAS, in 1976 a Comprehensive Plan for Syracuse was prepared by the Davis County Planning Commission with assistance of Architects/Planners Alliance Planning Consultants and Wayne T. Van Wagoner and Associates, Traffic and Transportation Consultants which plan was financially aided by a grant from the Department of Housing and Urban Development through the Utah State Department of Community Affairs; and

WHEREAS, the 1976 Comprehensive Plan was amended in 1988 and the title changed to the Syracuse City Master Plan; and

WHEREAS, The Syracuse City General Plan was again amended in 1996, 1999, 2003, 2006, 2009, 2011, 2012, 2013, and 2014 to incorporate appropriate and necessary changes to the General Plan as approved at that time; and

WHEREAS, the Syracuse City Planning Commission adopted a process in 2012, where an applicant may apply for a Syracuse City General Plan update outside of the traditional district review; and

WHEREAS, public hearings have been held by the Planning Commission to receive public input regarding proposed changes; and

WHEREAS, the Planning Commission has recommended approval of the proposed amendments to the General Plan concluding that the proposed amendments provide development objectives with respect to the most desirable use of land within the City for subject property which benefit the physical, social, economic, and governmental development of the City and to promote the general welfare and prosperity of its residents;

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

Section 1. Adoption. That the proposed amendments to the Syracuse City General Plan Land Use Map, attached hereto as Exhibit A, are hereby adopted and any ordinances or resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

Section 3. <u>No Repeal</u>. This Resolution is not intended and shall not be construed as a repealer of any previously adopted ordinance or resolution and is specifically intended to clarify and supplement existing City ordinances, rules and regulations.

Section 4. <u>Effective Date</u>. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 13th DAY OF JANUARY, 2015.

SYRACUSE CITY

ATTEST:

_____ By:_____

Cassie Z. Brown, CMC
City Recorder

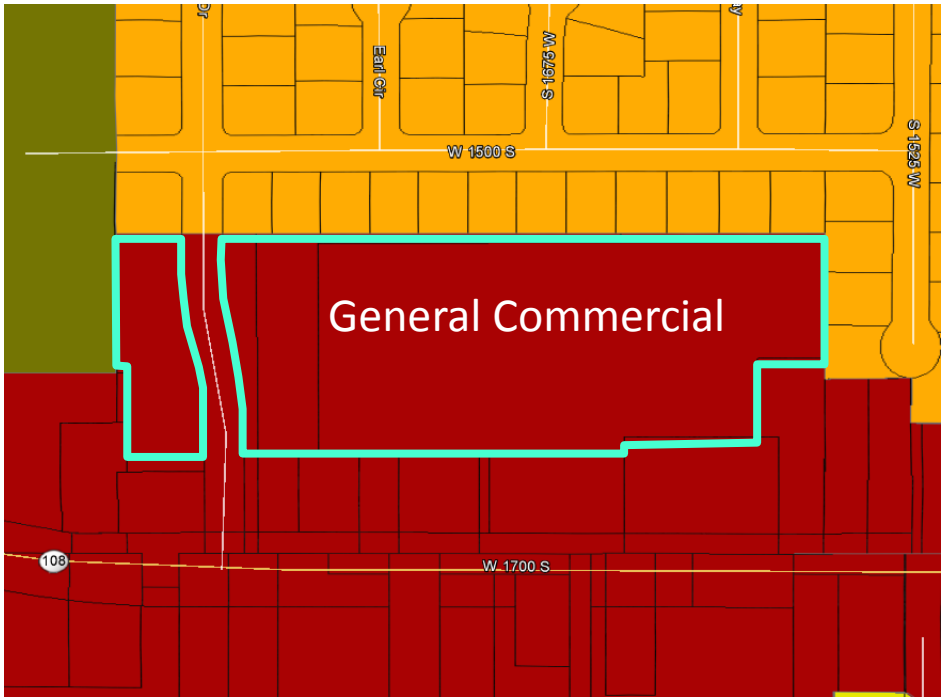
Terry Palmer
Mayor

EXHIBIT “A”

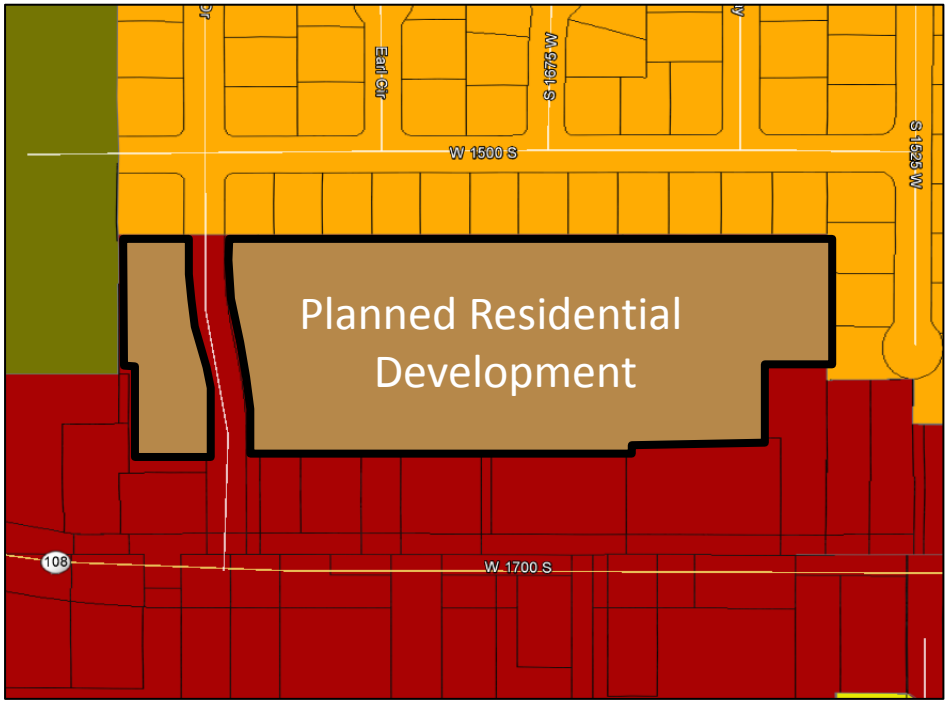
General Plan Request
Q-2 LLC 1600 W 1700 S

N

Existing General Plan Map

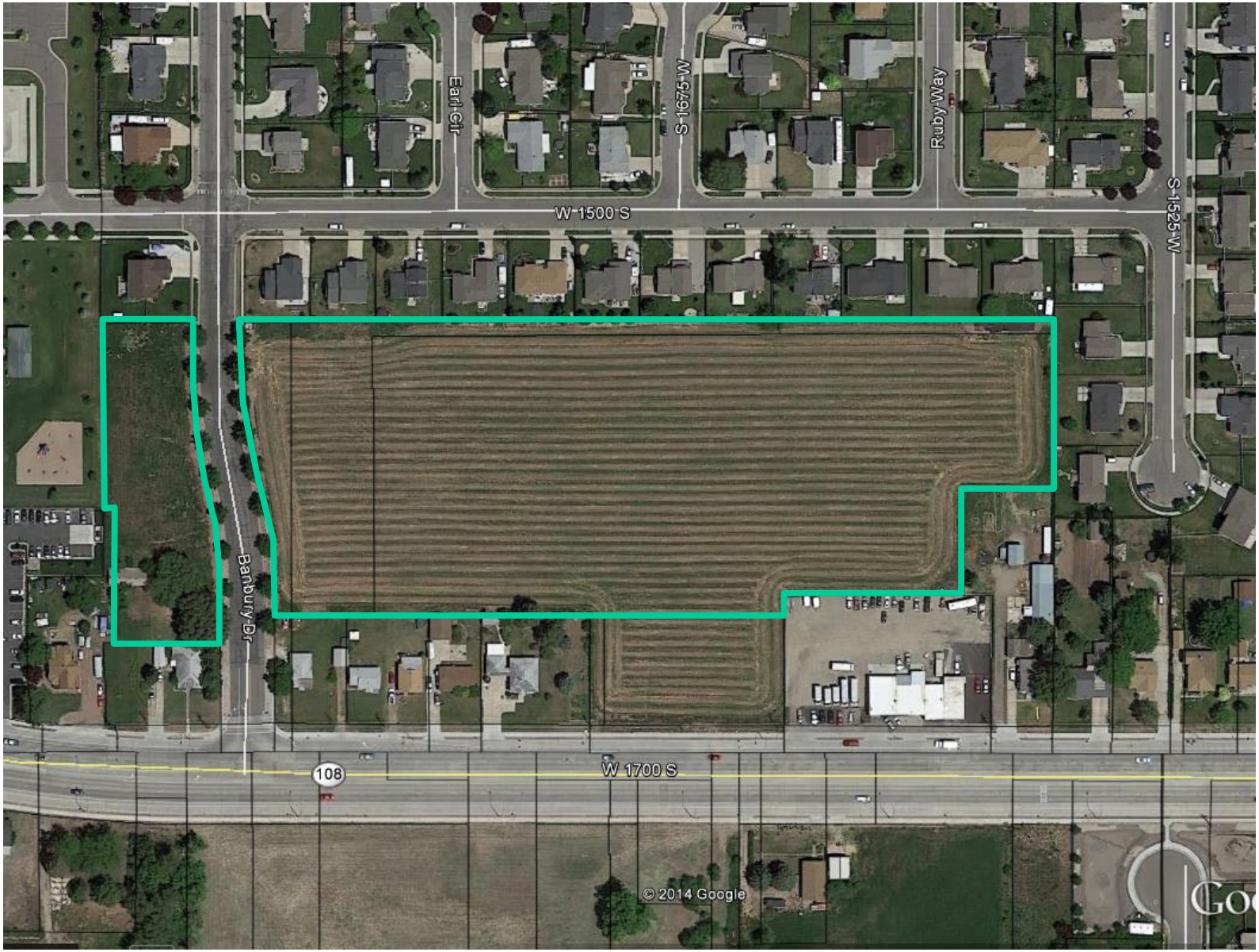


General Plan Request



- Agriculture A-1
- R-1 (2.90 dwellings per net acre)
- R-2 (3.79 dwellings per net acre)
- R-3 (5.44 dwellings per net acre)
- PRD (8.0 dwellings per net acre)
- R-4 (14.52 dwellings per net acre)
- Professional Office
- Commercial II
- General Commercial Zone
- Industrial Zone
- Town Center Overlay Zone
- Sensitive Overlay Zone
- RDA & EDA Boundary

Q-2 LLC 1600 W 1700 S



COUNCIL AGENDA

January 13, 2015

Agenda Item # **7** **General Plan Amendment**
Neighborhood Services/R-3 to Professional Office
1407 S 2000 W requested by Q-2 LLC

Factual Summation

Please see the attached:

a. General Plan Maps & Resolution 15-02
b. Email from Randy Jeffries

Any question regarding this agenda item may be directed at Sherrie Christensen, Community & Economic Development Director.

Background

The current general plan designation for this parcel is Neighborhood Services and R-3 Residential. The applicant has requested a change to Professional Office. This lot is very long and narrow making it very difficult for residential development. The General Commercial zone will allow for increased development possibilities including a potential assisted living facility. City staff has no issues with this request.

The Planning Commission held a public hearing on the request on January 6, 2015.

Staff had a concern that this property was within a High Priority Corridor designated by UDOT and therefore restricted from final action pending notification to UDOT and a 45 day waiting period. Please see the attached email from Randy Jeffries noting that this parcel is not affected by the widening of 2000 West and no waiting period is required.

Recommendation

The Planning Commission recommends approval to the City Council for the General Plan Amendments for the following:

Property owned by Q-2, LLC, at approximately 1407 S 2000 W, from Neighborhood Services and R-3 to Professional Office, subject to all applicable requirements of the City's municipal codes

RESOLUTION R15-03

A RESOLUTION OF THE SYRACUSE CITY COUNCIL AMENDING THE SYRACUSE CITY GENERAL PLAN LAND USE MAP ADOPTED IN 1976, AS AMENDED.

WHEREAS, in 1967 a Syracuse Preliminary Master Plan was prepared for the Syracuse Planning Commission as a part of the Davis County Master Plan Program, said preliminary plan being prepared by R. Clay Allred and Associates, Planning Consultants; and

WHEREAS, in 1976 a Comprehensive Plan for Syracuse was prepared by the Davis County Planning Commission with assistance of Architects/Planners Alliance Planning Consultants and Wayne T. Van Wagoner and Associates, Traffic and Transportation Consultants which plan was financially aided by a grant from the Department of Housing and Urban Development through the Utah State Department of Community Affairs; and

WHEREAS, the 1976 Comprehensive Plan was amended in 1988 and the title changed to the Syracuse City Master Plan; and

WHEREAS, The Syracuse City General Plan was again amended in 1996, 1999, 2003, 2006, 2009, 2011, 2012, 2013, and 2014 to incorporate appropriate and necessary changes to the General Plan as approved at that time; and

WHEREAS, the Syracuse City Planning Commission adopted a process in 2012, where an applicant may apply for a Syracuse City General Plan update outside of the traditional district review; and

WHEREAS, public hearings have been held by the Planning Commission to receive public input regarding proposed changes; and

WHEREAS, the Planning Commission has recommended approval of the proposed amendments to the General Plan concluding that the proposed amendments provide development objectives with respect to the most desirable use of land within the City for subject property which benefit the physical, social, economic, and governmental development of the City and to promote the general welfare and prosperity of its residents;

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

Section 1. Adoption. That the proposed amendments to the Syracuse City General Plan Land Use Map, attached hereto as Exhibit A, are hereby adopted and any ordinances or resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

Section 3. <u>No Repeal</u>. This Resolution is not intended and shall not be construed as a repealer of any previously adopted ordinance or resolution and is specifically intended to clarify and supplement existing City ordinances, rules and regulations.

Section 4. <u>Effective Date</u>. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 13th DAY OF JANUARY, 2015.

SYRACUSE CITY

ATTEST:

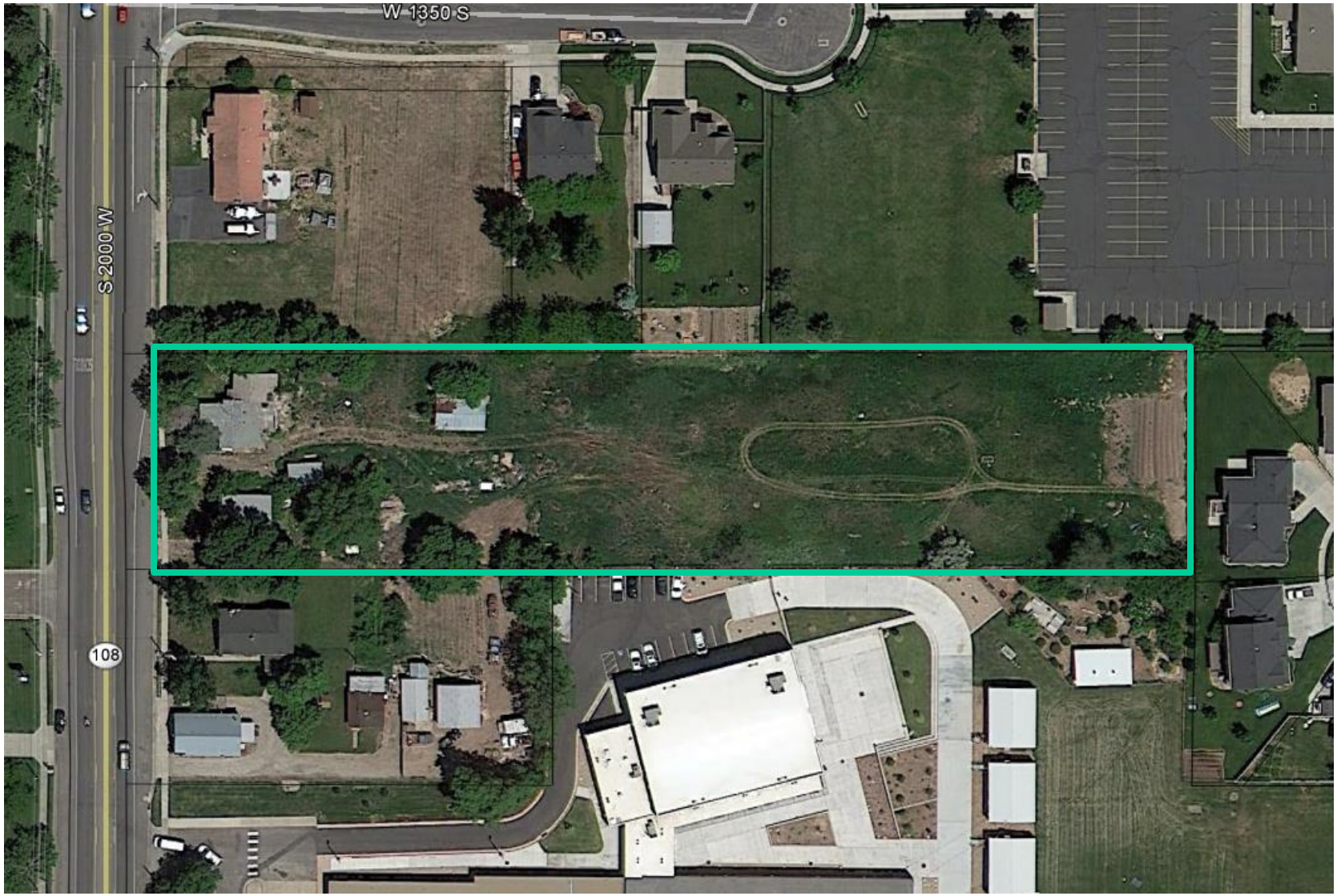
_____ By:_____

Cassie Z. Brown, CMC
City Recorder

Terry Palmer
Mayor

EXHIBIT “A”

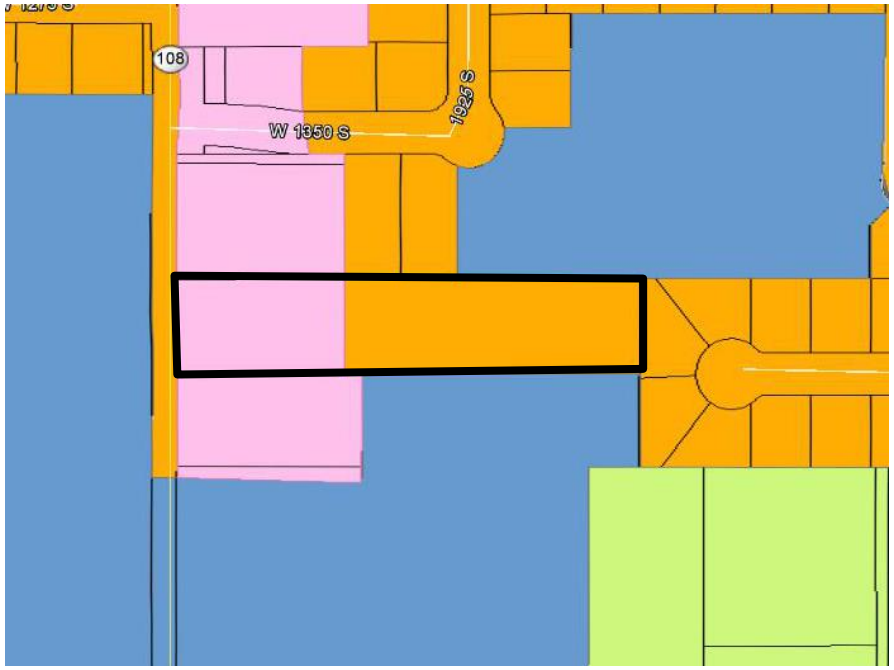
Q-2 LLC 1407 S 2000 W



General Plan Request
Q-2 LLC 1407 S 2000 W

N

Existing General Plan Map



General Plan Request

- Agriculture A-1
- R-1 (2.90 dwellings per net acre)
- R-2 (3.79 dwellings per net acre)
- R-3 (5.44 dwellings per net acre)
- PRD (8.0 dwellings per net acre)
- R-4 (14.52 dwellings per net acre)
- Professional Office
- Neighborhood Services
- General Commercial Zone
- Industrial Zone
- Town Center Overlay Zone
- Sensitive Overlay Zone
- RDA & EDA Boundary

Sherrie Christensen

From: Randy Jefferies <rjefferies@utah.gov>
Sent: Wednesday, January 07, 2015 10:49 AM
To: Sherrie Christensen
Subject: SR-108 Craythorne Properties
Attachments: SR-108 Maps.pdf

Sherrie - Mayor Craythorne contacted me and it turns out his properties are not impacted by the alignment since we widen to the west side of the road there. So there is no need for us to do an advanced acquisition, and thus no need for the 45 day hold. I've attached the maps.

COUNCIL AGENDA

January 13, 2015

Agenda Item # **8** **Rezone Request**
R-3 to Professional Office
1407 S 2000 W requested by Q-2 LLC

Factual Summation

Please see the attached:

a. Zoning Maps & Ordinance 15-01
b. Email from Randy Jeffries

Any question regarding this agenda item may be directed at Sherrie Christensen, Community & Economic Development Director.

Background

As presented this property it contingent upon the previous General Plan Amendment. The applicant has requested a change to Professional Office. This lot is very long and narrow making it very difficult for residential development. The Professional Office zone will allow for increased development possibilities including a potential assisted living facility. City staff has no issues with this request.

The Planning Commission held a public hearing on the request on January 6, 2015.

Staff had a concern that this property was within a High Priority Corridor designated by UDOT and therefore restricted from final action pending notification to UDOT and a 45 day waiting period. Please see the attached email from Randy Jeffries noting that this parcel is not affected by the widening of 2000 West and no waiting period is required.

Recommendation

The Planning Commission recommends approval to the City Council for the Rezone request for the following:

Property owned by Q-2, LLC, at approximately 1407 S 2000 W, from R-3 to Professional Office, subject to all applicable requirements of the City's municipal codes

ORDINANCE NO. 15-01

AN ORDINANCE AMENDING THE EXISTING ZONING MAP OF TITLE X, "SYRACUSE CITY ZONING ORDINANCE", REVISED ORDINANCES OF SYRACUSE, 1971, BY CHANGING FROM RESIDENTIAL (R-3) ZONE TO PROFESSIONAL OFFICE (PO) ZONE ON THE PARCEL(S) OF REAL PROPERTY HEREIN DESCRIBED.

WHEREAS, the City has adopted a Zoning Ordinance to regulate land use and development within the corporate boundaries of the City; and

WHEREAS, Chapter Four of the Ordinance authorizes the City Council to amend the number, shape, boundaries, or any area of any zone; and

WHEREAS, a request for rezone has been made; the same has been recommended for approval by the Planning Commission; and a public hearing has been held with the proper notice having been given 10-days prior to the hearing date;

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

SECTION 1: That the following described real parcels of property in Residential (R-3) Zone as shown on a zoning map are hereby amended and to Professional Office (PO) Zone accordingly:

Deed Description

Legal Description

BEG 10 CHS E & N 0^09'42" E 132.00 FT OF SW COR OF N 1/2 OF SW 1/4 OF SEC 10-T4N-R2W, SLM; TO W LN OF BUMBLEBERRY SUBD PHASE 3, TH N 133.41 FT; TH W 659.91 FT; M/L; S 2 CHS, TH E 660.0 FT TO POB

Said property is located at approximately 1407 S 2000 W, Syracuse.
Parcel(s) #12-052-0107

SECTION 2: Effective Date. This Ordinance shall become effective immediately upon publication or posting.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 13TH DAY OF JANUARY, 2015.

SYRACUSE CITY

ATTEST:

_____ _____

Cassie Z. Brown, City Recorder Mayor Terry Palmer

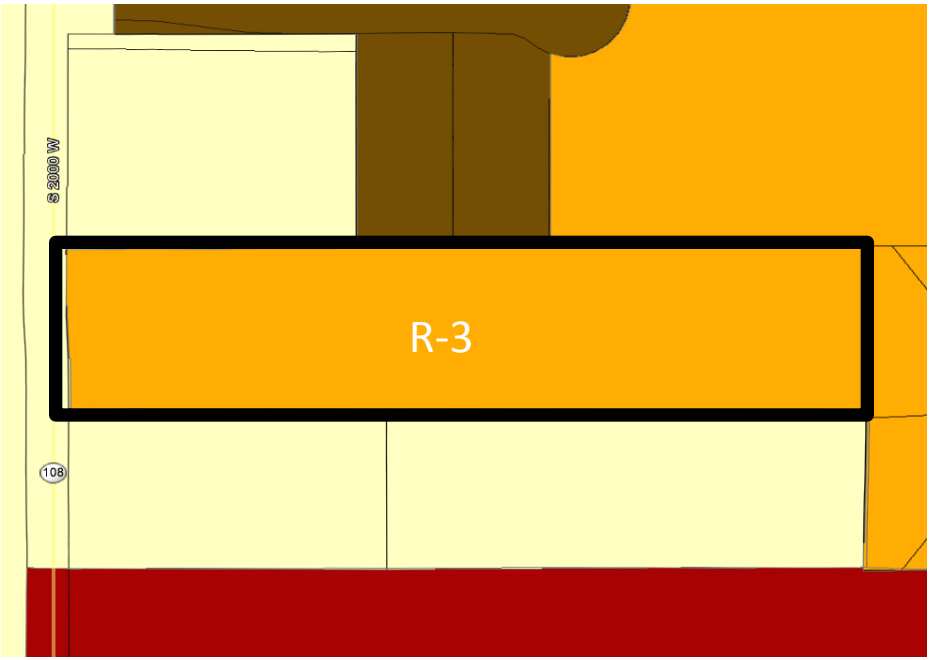
Voting by the City Council:

	"AYE"	"NAY"
Councilmember Peterson	____	_____
Councilmember Lisonbee	____	_____
Councilmember Duncan	____	_____
Councilmember Johnson	____	_____
Councilmember Gailey	____	_____

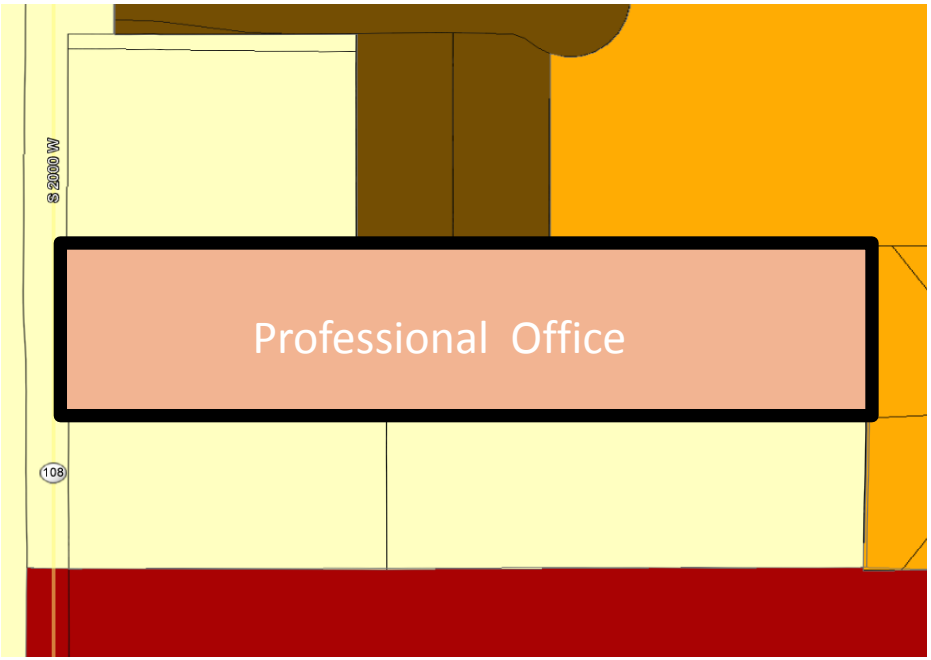
Rezone Request
Q-2 LLC 1407 S 2000 W

N

Existing Zoning Map



Proposed Zoning Request



- Agriculture A-1
- R-1 (2.90 dwellings per net acre)
- R-2 (3.79 dwellings per net acre)
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- General Commercial Zone
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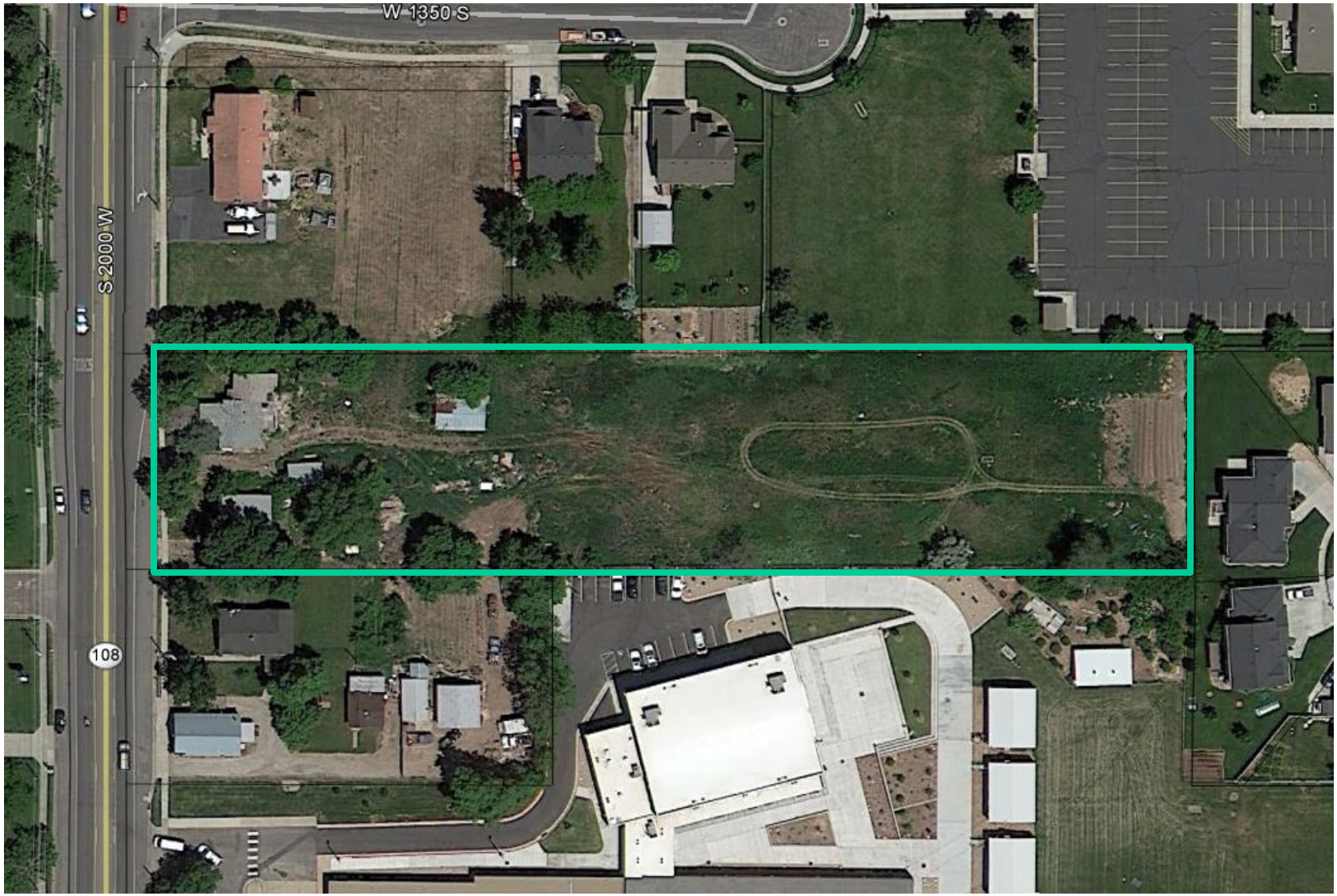
Q-2 LLC 1407 S 2000 W



COUNCIL AGENDA

January 13, 2015

Agenda Item **#9** Final Plat-Ninigret North Subdivision-II.

Factual Summation

Please see the following attachments:

- Aerial
- Final plat drawings
- City Engineer's review
- Planning Department's review
- Fire Department's review
- Exhibits A-G

Any question regarding this agenda item may be directed at Sherrie Christensen, Community & Economic Development Director.

Item: City Council Final Plat Approval of the Ninigret North Subdivision, Phase 2: Ninigret LLC located at approximately 1550 W 200 South, 6 lots, 16.7 Acres, General Commercial & R-3 Residential Zones

Background

The Council approved the preliminary plat but requested the staff confirm that the commercial zone north of the school site and along SR-193 is in conformance with general plan and zoning maps approved in August 2014. The plat as currently submitted has not changed and more specifically the depth of the commercial lots and location of the cul-de-sac have remained consistent with the general plan and zoning approvals.

The following exhibits are provide as a timeline for the project, to clarify the question raised as to the approved Rezone Boundary of the Commercial Area.

<u>Ninigret North II-History Timeline</u>

July 1, 2014 **(Exhibit A)**

Application filed to Amend General Plan to CG and R-3 with Map and Legal Descriptions

The initial proposal by the applicant was to have all of the area west of the power corridor up to the boundary of the EDA be General Planned R-3(the SAA was included within the R-3 Zone, west of 1550 West) with the exception of 3.575 Acres west of 1550 West to be General Commercial.

August 5, 2014 **(Exhibit B)**

Planning Commission held a public hearing on the proposed General Plan/Zoning Amendment.

The Planning Commission modified the request and recommended a General Plan Amendment with the General Commercial area being extended to the east, up to the power corridor, with the remaining property being designated as R-3

August 12, 2014 **(Exhibit C)**

The City Council reviewed the recommendation from the Planning Commission. The discussion entailed the desire of the Council to move the school site from the west side of 1550 West and maintain the Business Park Zone on the west, while increasing the commercial area on the east to 5 Ac.

For the purpose of this discussion staff has added to the submitted documents, the dimensions (in red) of the areas in question. The depth of the Commercial area proposed by the developer shows lots that are ~219 feet deep; and ~285 feet total commercial zone, including road.

August 26, 2014 **(Exhibit D)**

Based upon the Council's request, the applicant amended the layout for the property, putting the SAA on the east side of 1550 West and adding additional commercial. Staff prepared colored General Plan Maps and Zoning Maps, the applicant submitted the proposed layout via email, identifying 5 acres of General Commercial.

For the purpose of this discussion staff has added to the submitted documents, the dimensions(in red) of the areas in question. The revised plat shows Commercial area as amended to be ~262 feet deep; and ~329 feet total commercial zone, including road.

December 9, 2014 **(Exhibit E)**

The Preliminary Plat shows the same measurements of depth from August 26, 2104, with 5 acres of commercial consistent with the August 26, 2014 General Plan and Zoning Approvals.

January 13, 2015 **(Exhibit F)**

The Plat submitted shows the same depth, the 5 acres of commercial has been divided into 5 lots to address Councilmember Duncan's concerns from December.

(Exhibit G)

Example of the type of commercial which could fit in the Commercial Area.

Recommendation for City Council Final Plat Approval of the Ninigret North II Subdivision

The Syracuse City Planning Commission hereby recommends that the City Council approve the final plat for the Ninigret North II Subdivision, located at approximately 1550 W 200 South subject to meeting all requirements of the City's Municipal Codes and City staff reviews.

Ninigret North II LLC
1550 W SR-193

Ninigret North II - Subdivision

A part of the South Half of Section 3,
T4N, R2W, SLB&M, U.S. Survey
Syracuse City, Davis County, Utah
December 2014

Scale: 1" = 100'

100 0 50 100 150 200

Graphic Scale

N 0°08'31" E (Basis of Bearings)

(2636.67' D.C.S.)
2636.76' Meas.

Southeast Corner
Section 3, T4N, R2W,
SLB&M, U.S. Survey
(Found Brass Cap)

East 1/4 Corner
Section 10, T4N, R2W,
SLB&M, U.S. Survey
(Found Brass Cap)

N 89°56'33" W
1576.79'

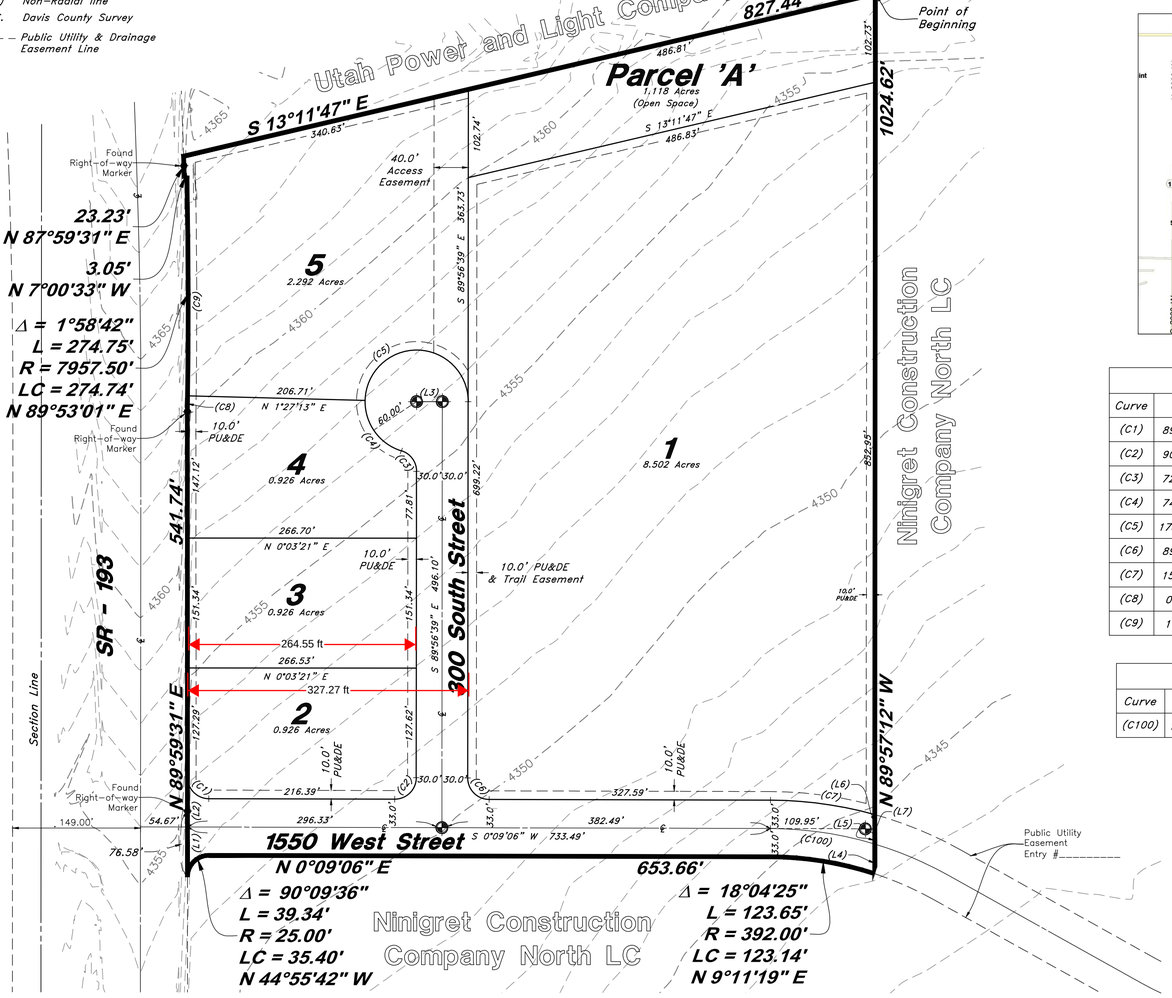
N 13°11'47" W
1714.45'

Point of Beginning

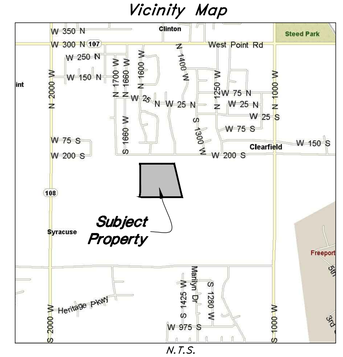
LEGEND

- Set Nail & Washer
- Set Rebar & Cap
- Hub & Tack
- Monument to be Set
- Section Corner
- (Rad) Radial line
- (N/R) Non-Radial line
- D.C.S. Davis County Survey
- Public Utility & Drainage Easement Line

NOTE:
10' Wide Public Utility and Drainage Easements on each side of lot lines as indicated by dashed lines.



Vicinity Map



PROPERTY LINE CURVE DATA

Curve	Delta	Radius	Length	Chord	Chord Bearing
(C1)	89°50'24"	25.00'	39.20'	35.31'	N 45°04'18" E
(C2)	90°05'45"	25.00'	39.31'	35.38'	N 44°53'46" W
(C3)	72°53'43"	25.00'	31.81'	29.70'	N 53°36'30" E
(C4)	74°17'35"	60.00'	77.80'	72.46'	S 54°18'26" W
(C5)	178°13'44"	60.00'	186.64'	119.99'	N 0°34'06" E
(C6)	89°50'55"	25.00'	39.20'	35.31'	S 45°04'34" W
(C7)	15°22'56"	458.00'	122.96'	122.59'	N 7°50'34" E
(C8)	0°07'58"	7957.50'	18.44'	18.44'	S 89°11'37" E
(C9)	1°50'44"	7957.50'	256.31'	256.30'	N 89°49'02" E

CENTERLINE CURVE DATA

Curve	Delta	Radius	Length	Chord	Chord Bearing
(C100)	16°37'07"	425.00'	123.27'	122.84'	S 8°27'40" W

LINE DATA

Line	Bearing	Length
(L1)	N 89°59'31" E	58.07
(L2)	N 89°59'31" E	57.93
(L3)	S 0°03'21" W	30.00
(L4)	S 89°57'12" E	34.59
(L5)	S 89°57'12" E	11.33
(L6)	S 89°57'12" E	23.01
(L7)	S 29°09'42" W	13.24

SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Registered Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 6242920 in accordance with Title 58 Chapter 22, Professional Engineers and Land Surveyors Licensing Act. I also do hereby certify that Ninigret North II – Subdivision in Syracuse City, Davis County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Davis County Recorder's Office, and of a survey made on the ground in accordance with Section 17-23-17. Monumented Lot corners have been set as shown on this drawing.

Signed this day of , 2014.

Andy Hubbard

DESCRIPTION

A part of the South half of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Syracuse City, Davis County, Utah

Beginning at a point which is 1576.79 feet North 89°56'33" West along the Section line and 1714.45 feet North 13°11'47" West from the Southeast Corner of said Section 3, and running thence North 89°57'12" West 1024.62 feet to a point on the arc of a curve; thence Northeasterly along the arc of a 392.00 foot Radius curve to the left a distance of 123.65 feet (Delta Angle equals 18°04'25", Center bears North 71°46'29" West , and Long Chord bears North 9°11'19" East 123.14 feet); thence North 0°09'06" East 653.66 feet to a point of curvature; thence Northwesterly along the arc of a 25.00 foot Radius curve to the left a distance of 39.34 feet (Delta Angle equals 90°09'36", Center bears North 89°50'54", Long Chord bears North 44°55'42" West 35.40 feet) to the South line of State Route 193; thence four (4) courses along said South line as follows: (1) North 89°59'31" East 541.74 feet to a point of curvature; (2) Easterly along the arc of a 7957.50 foot Radius curve to the left a distance of 274.75 feet (Delta Angle equals 1°58'42", Center bears North 0°52'22" East, and Long Chord bears North 89°53'01" East 274.74 feet; (3) North 7°00'33" West 3.05 feet; and (4) North 87°59'31" East 23.23 feet; thence South 13°11'47" East 827.44 feet to the point of beginning.

Contains: 16.753 acres

OWNER'S DEDICATON

I, the undersigned owner of the hereon described tract of land, hereby set apart and subdivide the same into lots and streets as shown on this plat, and name said tract XXXXXXXX, and hereby dedicate, grant and convey to Syracuse City, Davis County, Utah, all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfares forever, and also dedicate to Syracuse City those certain strips as easements for public utility and drainage purposes as shown hereon, the same to be used for the installation, maintenance, and operation of public utility service lines and drainage, as may be authorized by Syracuse City.

Signed this day of , 2014.

Ninigret Construction Company North LC

Eric Rice

ACKNOWLEDGMENT

State of Utah
County of Davis } ss

The foregoing instrument was acknowledged before me this_____ day of _____ 20__ by _____.

Residing At:_____

A Notary Public commissioned in Utah

Commission Number:_____

Commission Expires:_____

Print Name

NARRATIVE

This survey and subdivision plat were requested by Mr. Eric Rice for the purpose of platting (5) Commercial Lots.

Brass cap monuments were found at the Southeast Corner of Section 3, and the East Quarter Corner of Section 10, Township 4 North, Range 2 West, Salt Lake Base and Meridian.

A line bearing North 0°08'31" East between these two monuments was used as the basis of bearings.

Highway Right of way markers were found along the South line of State Route 193 and were used to establish the North line of the Property

SYRACUSE CITY APPROVAL

This is to certify that this plat and dedication of this plat were duly approved and accepted by the City Council of Syracuse City, Utah this day of , 2014.

Attest _____

Title _____

City Recorder

Mayor

SYRACUSE CITY PLANNING COMMISSION

Approved by the Syracuse City Planning Commission on the day of , 2014.

Chair

SYRACUSE CITY ENGINEER

I hereby certify that I have carefully investigated the lines of Survey of the foregoing plat and legal description of the land embraced therein, and find them to be correct and to agree with the lines and monuments on record in this office.

Signed this day of , 2014.

Signature

DAVIS COUNTY RECORDER

ENTRY NO._____FEE PAID _____FILED FOR RECORD AND RECORDED_____, AT _____ IN BOOK_____ OF OFFICIAL RECORDS, PAGE_____. RECORDED FOR_____

DAVIS COUNTY RECORDER

BY:_____

DEPUTY

GREAT BASIN ENGINEERING INC
5746 South 1475 East Ogden, Utah 84403
Main (801)394-4515 S.L.C (801)521-0222 Fax (801)392-7544
www.greatbasinengineering.com

14N915

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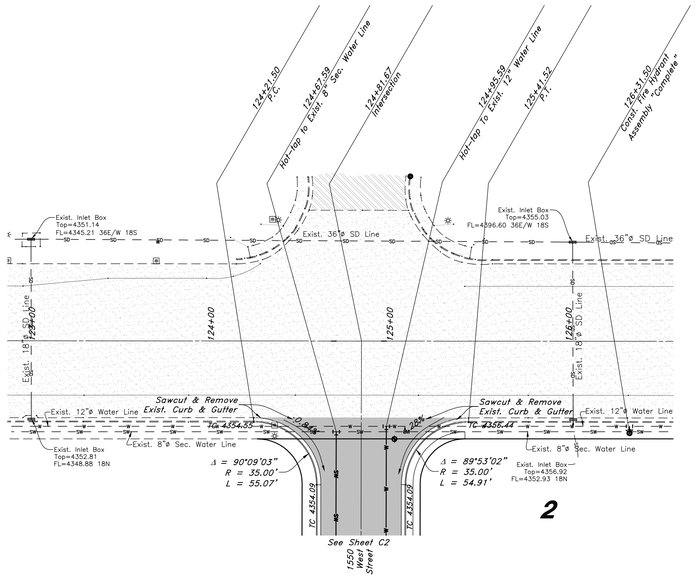
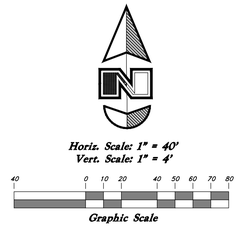
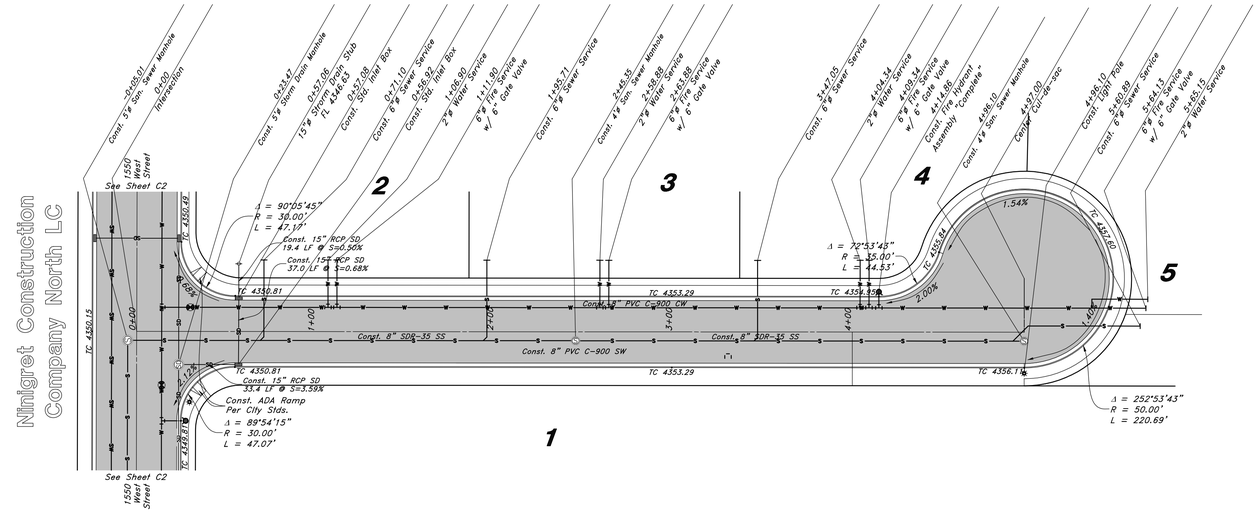
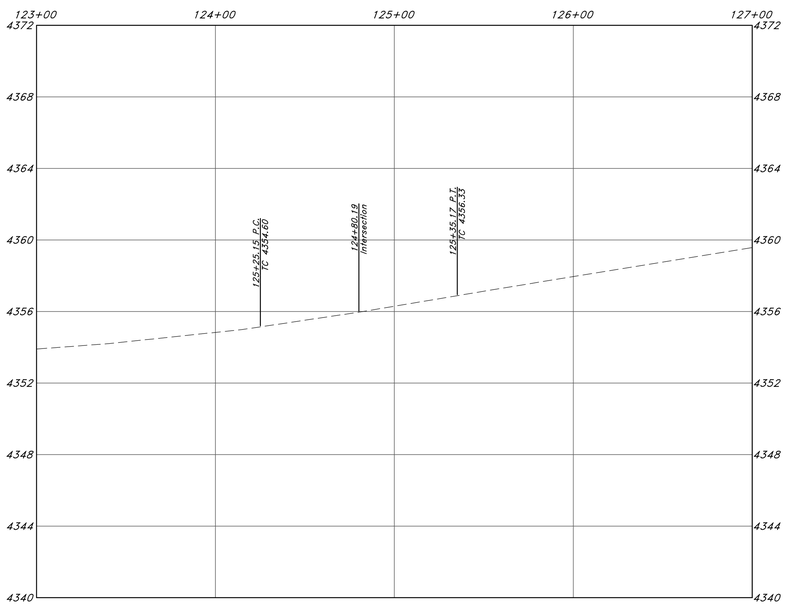


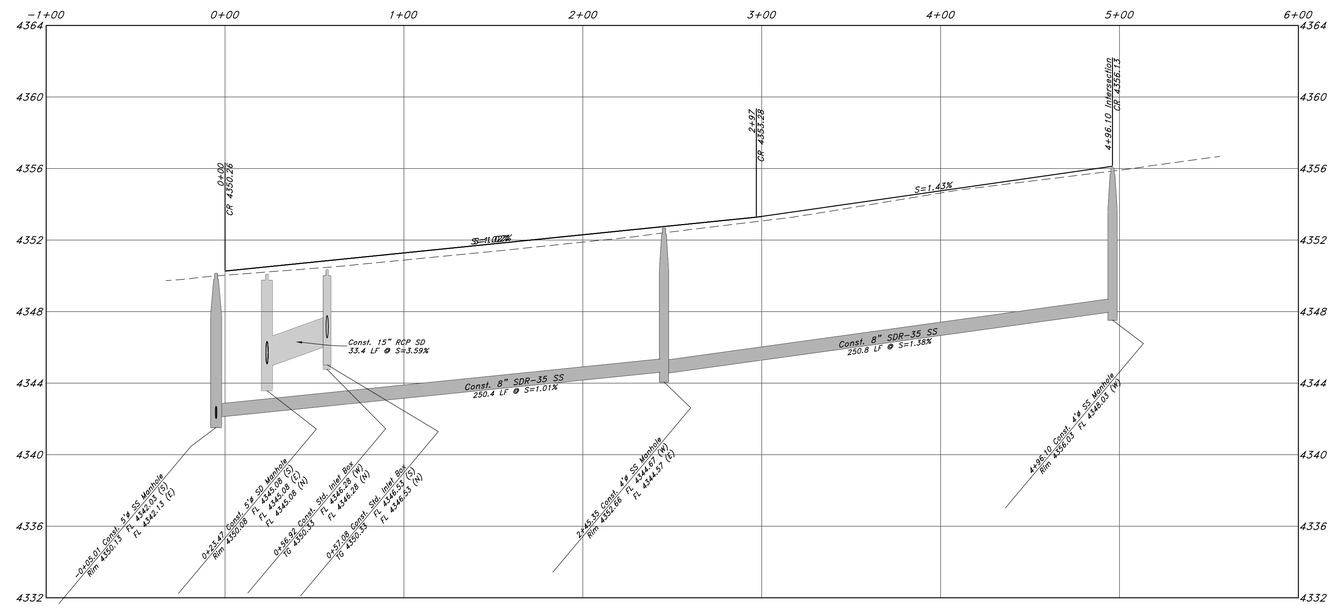
SR - 193





300 South Street





Legend

(Note: All Items may not appear on drawing)

San. Sewer Manhole	
Water Manhole	
Storm Drain Manhole	
Cleanout	
Electrical Manhole	
Catch Basins	
Exist. Fire Hydrant	
Fire Hydrant	
Exist. Water Valve	
Water Valve	
Sanitary Sewer	—S—
Culinary Water	—W—
Gas Line	—G—
Irrigation Line	—IW—
Storm Drain	—SD—
Telephone Line	—T—
Secondary Waterline	—SW—
Power Line	—P—
Fire Line	—F—
Land Drain	—LD—
Power pole	
Power pole w/guy	
Light Pole	
Fence	x x x x
Flowline of ditch	
Overhead Power line	—OHP—

Corrugated Metal Pipe	CMP
Concrete Pipe	CP
Reinforced Concrete Pipe	RCP
Ductile Iron	DI
Polyvinyl Chloride	PVC
Top of Asphalt	TA
Edge of Asphalt	EA
Centerline	CL
Flowline	FL
Finish Floor	FF
Top of Curb	TC
Top of Wall	TWL
Top of Walk	TW
Top of Concrete	TCN
Natural Ground	NG
Finish Grade	FG
Match Existing	ME
Fire Department Connection	FDC
Finish Contour	—90—
Exist. Contour	—90—
Finish Grade	95.33TA
Exist. Grade	95.72TA
Ridge Line	—R—

Existing Asphalt	
New Asphalt	
Heavy Duty Asphalt	
Existing Concrete	
New Concrete	
Split Curb & Gutter	
Demo Tree	

GENERAL NOTES:

1. All construction must meet or exceed Syracuse City Standards.
2. Culinary Water services will be extended 10' beyond Right-of-way line and Centered in Lots.
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4. Saw Cut Existing Asphalt to provide a smooth clean edge.
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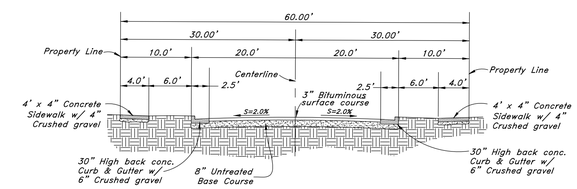
6. All Culinary and Secondary Water lines shall be DR-14 C-900 PVC.



Typical Street Section

REV.	DATE	DESCRIPTION

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

Street Improvement Plan

Ninigret North II - Subdivision

Approx. 400 South 1550 West
Syracuse City, Davis County, Utah
A part of Section 3, T4N, R2W, SLB&M, U.S. Survey

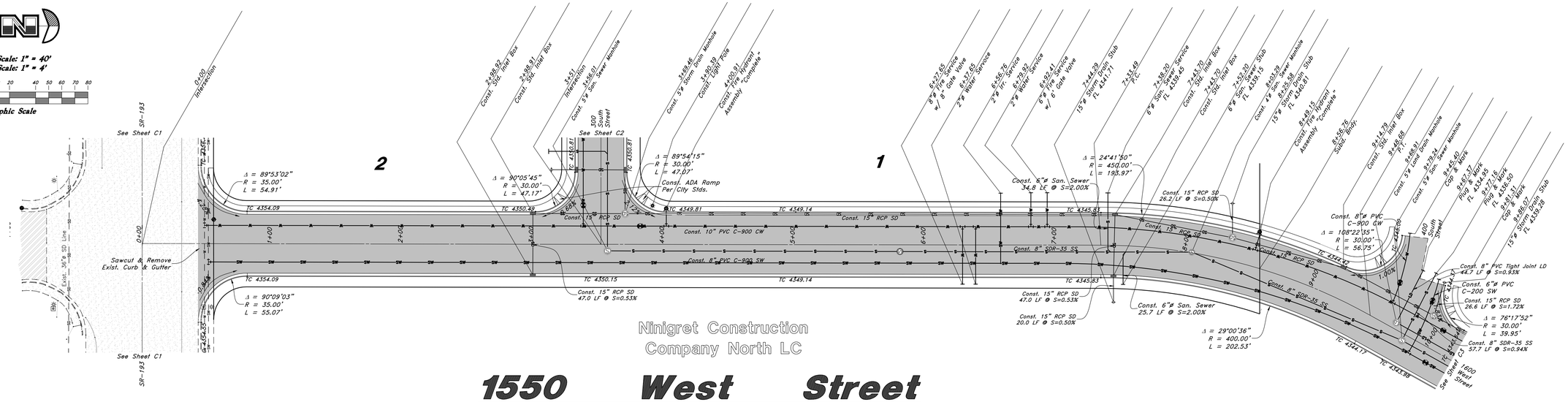
15 Oct, 2014

SHEET NO.
C1

14N915

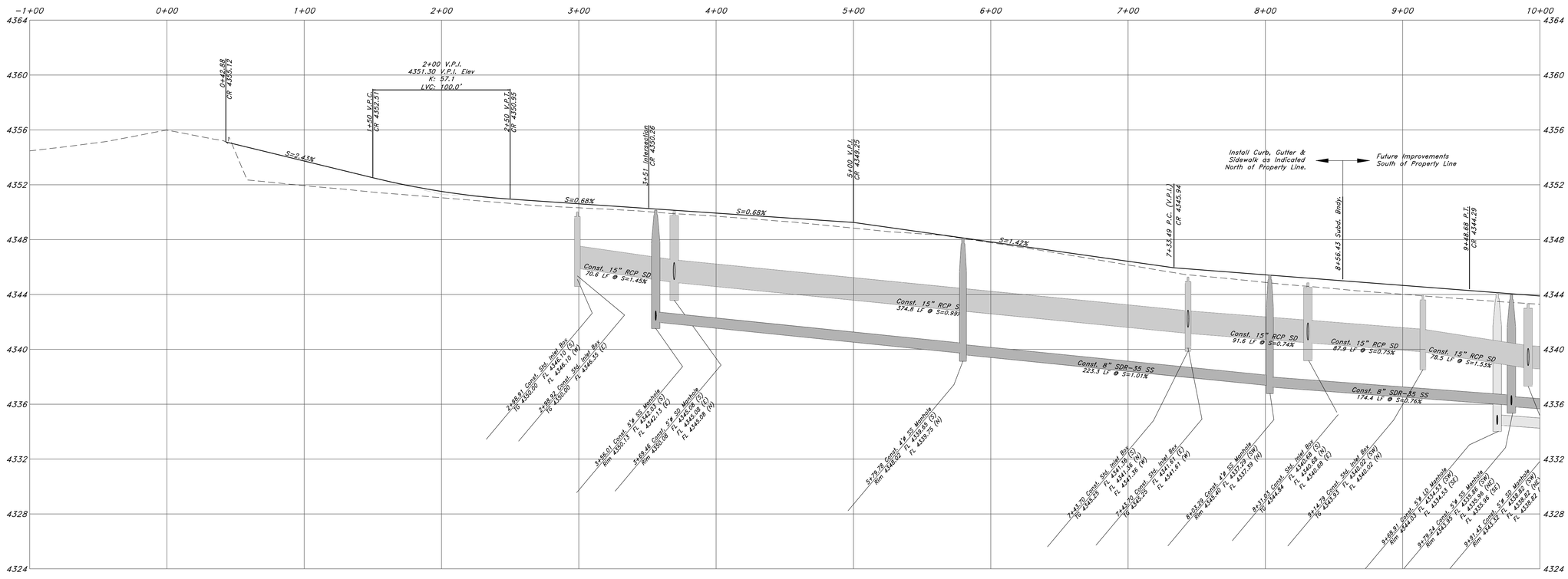
Horiz. Scale: 1" = 40'
Vert. Scale: 1" = 4'

Graphic Scale



Ninigret Construction Company North LC

1550 West Street



Legend

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San. Sewer Manhole
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Power pole w/guy
Light Pole
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Flowline of ditch
Overhead Power line

Corrugated Metal Pipe	CMP
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Ductile Iron	DI
Polyvinyl Chloride	PVC
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Centerline	CL
Flowline	FL
Finish Floor	FF
Top of Curb	TC
Top of Wall	TWL
Top of Walk	TW
Top of Concrete	TCN
Natural Ground	NG
Finish Grade	FG
Match Existing	ME
Fire Department Connection	FDC
Finish Contour	90
Exist. Contour	90
Finish Grade	95.33TA
Exist. Grade	95.72TA
Ridge Line	R

Existing Asphalt
New Asphalt
Heavy Duty Asphalt
Existing Concrete
New Concrete
Spill Curb & Gutter
Demo Tree

GENERAL NOTES:

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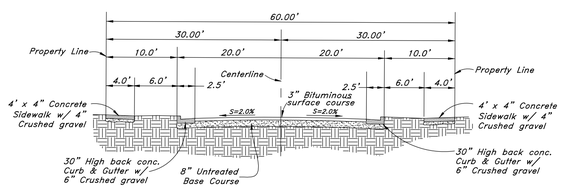

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Ninigret North II - Subdivision

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Syracuse City, Davis County, Utah
A part of Section 3, T4N, R2W, SLB&M, U.S. Survey

15 Oct, 2014

SHEET NO.
C2

14N915

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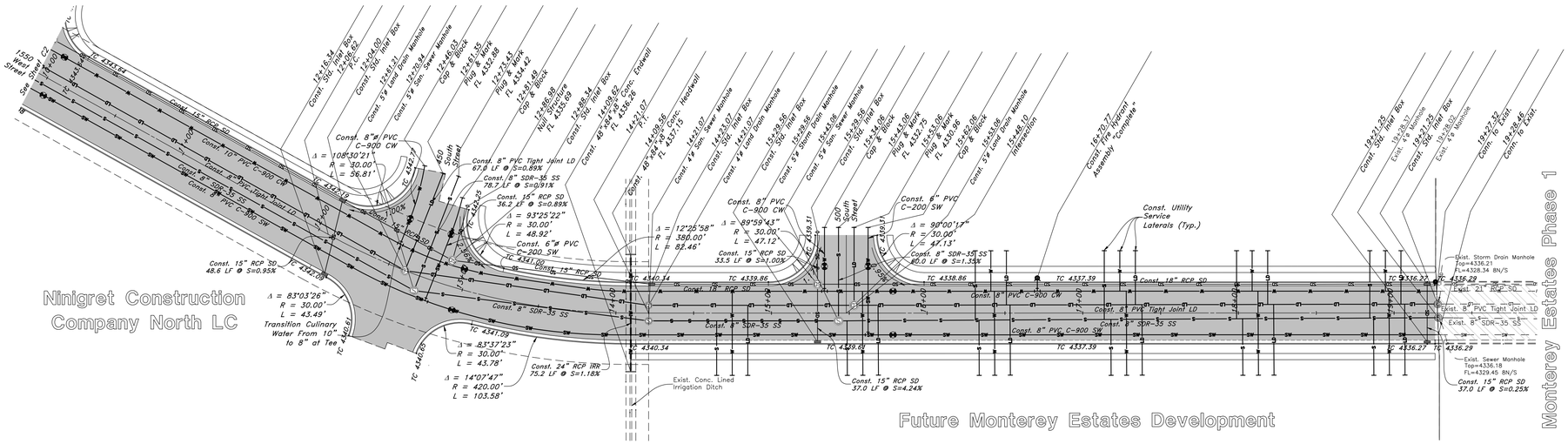
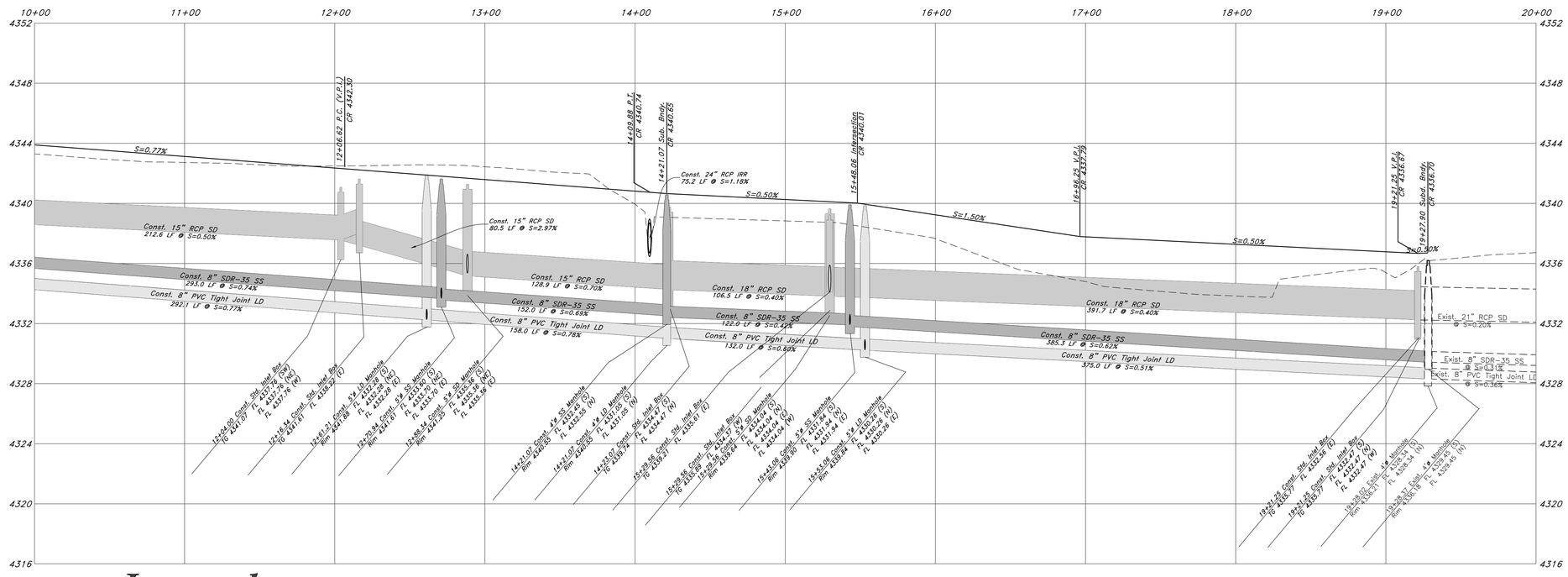
Vert. Scale: 1" = 4'

Graphic Scale



1600 West Street



Legend

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San. Sewer Manhole	S
Water Manhole	W
Storm Drain Manhole	SD
Cleanout	CO
Electrical Manhole	E
Catch Basins	
Exist. Fire Hydrant	
Fire Hydrant	
Exist. Water Valve	
Water Valve	
Sanitary Sewer	—S—
Culinary Water	—W—
Gas Line	—G—
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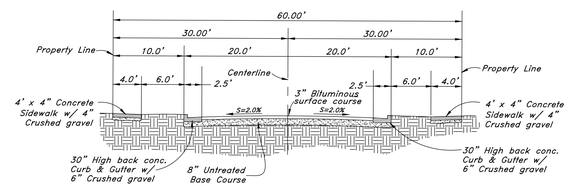

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Street Improvement Plan

Ninigret North II - Subdivision

Approx. 400 South 1550 West
Syracuse City, Davis County, Utah
A part of Section 3, T4N, R2W, SLB&M, U.S. Survey

15 Oct, 2014

SHEET NO.
C3

14N915

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Engineer Final Plan Review – Ninigret North II Subdivision
1550 West Street & SR-193

Completed by Brian Bloemen on December 29, 2014

Below are the engineering comments for the final plan review of the Ninigret North II Subdivision.

Plat:

1. Secondary booster pumps will be required for each lot in the subdivision. Add a notice to purchaser on the plat stating so.
2. Update the year on the plat.
3. Add utility company signature blocks to the plat.
4. Parcel A is not dedicated in the owner's dedication and the name of the plat is missing.

Plans:

1. Show the City's 66' right-of-way typical cross section and update the 60' typical cross section per current City standards.
2. Show the secondary service connections locations for Lots 1-5. The existing secondary main is south of UDOT's right-of-way.

If you have any further comments or questions please feel free to contact me at 801-614-9682.

Sincerely,

Robert Whiteley
Public Works Director

SYRACUSE CITY EST. 1935

Subdivision Final Plan Review

Subdivision: Ninigret North II **Date**: December 29, 2014

Completed By: Jenny Schow, City Planner **Updated**:

8-6-010: Final Plat:		**Planning Staff Review:**
1.	Proposed name of subdivision (to be approved by Planning Commission and County Recorder).	Yes
2.	Accurate angular and linear dimensions for all lines, angles and curves used to describe boundaries, streets, easements, areas reserved for public use, etc.	Yes
3.	Identification system for lots, blocks, and names of streets. Lot lines show dimensions in feet and hundredths.	Yes
4.	Street addresses shown for each lot as assigned by the City.	Name 1550 West and add Public Street below street titles
5.	True angles and distances to nearest street lines or official monuments as accurately described and shown by appropriate symbol.	Yes
6.	Radii, internal angles, points and curvatures, tangent bearings and the length of all arcs.	Yes
7.	Accurate location of all monuments to be Installed, shown by appropriate symbol.	Refer to City Engineer
8.	Dedication to City of all streets, highways and other public uses and easements included in the proposed subdivision.	Dedicate parcel A Incomplete information for tract
9.	Street monuments shown on Final Plat as approved by City Engineer.	Refer to City Engineer
10.	Pipes or other iron markers shown on the plat.	Refer to City Engineer
11.	Accurate outlines and dimensions of any areas to be dedicated or reserved for public use, with the purposes indicated thereon, and any areas to be reserved by deed or covenant for common use of all property owners.	No-Clarify Parcel A
12.	All boundary, lot and other geometrics (bearings, distances, curve data etc.) on Final Plat accurate to not less than one part in five thousand (1/5000).	Refer to City Engineer
13.	Location, function, ownership and manner of maintenance of common open space not reserved or dedicated for public use.	Maintenance Agreement for Storm Detention will be required prior to recording.
14.	Legal boundary description of the subdivision and acreage included.	Yes
15.	Current inset City map showing location of subdivision.	Yes
16.	Standard signatures forms/boxes reflected on the Final Plat as designated by City Code	Missing signature blocks for the Utility Companies (Rocky Mountain Power, Questar and Century Link) and City Attorney

8-6-020: Final Plan and Profile	**See Engineer Review**

Conditional Items of Final Plan Approval for Preconstruction	
1.	Construction Drawing Prints and PDF files
2.	Schedule a preconstruction meeting
3.	Bond estimate using the City template
4.	Final Inspection Fees as calculated in the approved bond estimate
5.	Offsite Improvement Agreement
6.	BMP Facilities Maintenance Agreement (Parcel A)
7.	Streetlight Agreement
8.	SWPPP NOI
9.	SWPPP City Permit
10.	Fugitive Dust Control Plan

Conditional Items of Final Plan Approval for Recording	
1.	Escrow Agreement
2.	Water Shares
3.	Title Report - must be dated within 30 days or recording
4.	Recording fees: $37/page +$1/lot and any common space as well as $1/land-owner signatures over two

TO: Community Development, Attention: Jenny Schow

FROM: Jo Hamblin, Deputy Chief

RE: Ninigret North II - Subdivision

DATE: December 30, 2014

I have reviewed the site plan submitted on December 30, 2014 for the above referenced project. The Fire Prevention Division of this department has the following comments/concerns.

1. The minimum fire flow requirement can vary based upon the type of buildings built in commercial area. Provide documentation that the water system will provide adequate fire flow through the Syracuse City Engineering Department.

2. Fire hydrants and access roads shall be installed prior to construction of any buildings. All hydrants shall be placed with the 4 ½" connection facing the point of access for Fire Department Apparatus. The maximum allowable spacing between hydrants is 500 feet, on dead end streets the maximum spacing is reduced by 100 feet. Provide written assurance that this will be met.

3. Prior to beginning construction of any buildings, a fire flow test of the new hydrants shall be conducted to verify the actual fire flow for this project. The Fire Prevention Division of this department shall witness this test and shall be notified a minimum of 48 hours prior to the test.

These plans have been reviewed for Fire Department requirements only. At this time the Fire Department has no concerns. Other departments must review these plans and will have their requirements. This review by the Fire Department must not be construed as final approval from Syracuse City.

EXHIBIT A

General Plan and Rezone (if applicable)

Syracuse City Community Development
1979 West 1900 South, Syracuse, UT 84075
Phone: (801) 825-1477 ext 4 Website: www.syracuseut.com
Fax: (801) 614-9626 Email: planning@syracuseut.com

Updated 10-22-12

Subject Property Information

Property Address or Approximate Coordinate:		Total Acreage of Parcel:
SR-193 & 1550 West		59.67
Parcel Identification Number (as recorded with Davis County):	Current General Plan: Business Park/GC	Proposed General Plan: R-3/GC
12-025-0016	Current Zone: Agricultural	Proposed Zone: R-3/GC

Brief Description of Purpose for General Plan (attach a map showing the location) and, if applicable, Rezone and Reasons Supporting the Request

The purpose of the rezone is to extend the current R-3 zone to the north for future homes and educational services and create a general commercial area for retail pads along SR-193 as consistent with the general plan.

Subject Property Owner Contact Information

Name(s) of every person or company the applicant represents:
Ninigret Construction Company North L.C.

Mailing address:	City:	State:	ZIP:
1700 S. 4650 W.	Salt Lake City	UT	84104

Office or Home Phone:	Cell Phone:	Email:
801-973-9090	801-726-0707	eric@ninigret.com

Applicant Contact Information (if different from Property Owner)

Name (and agent, if any):

Mailing Address:	City:	State:	ZIP:

Office or Home Phone:	Cell Phone:	Email:

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

Property Owner Signature 7/1/14 Date

Applicant Signature 7/1/14 Date

FOR OFFICE USE ONLY

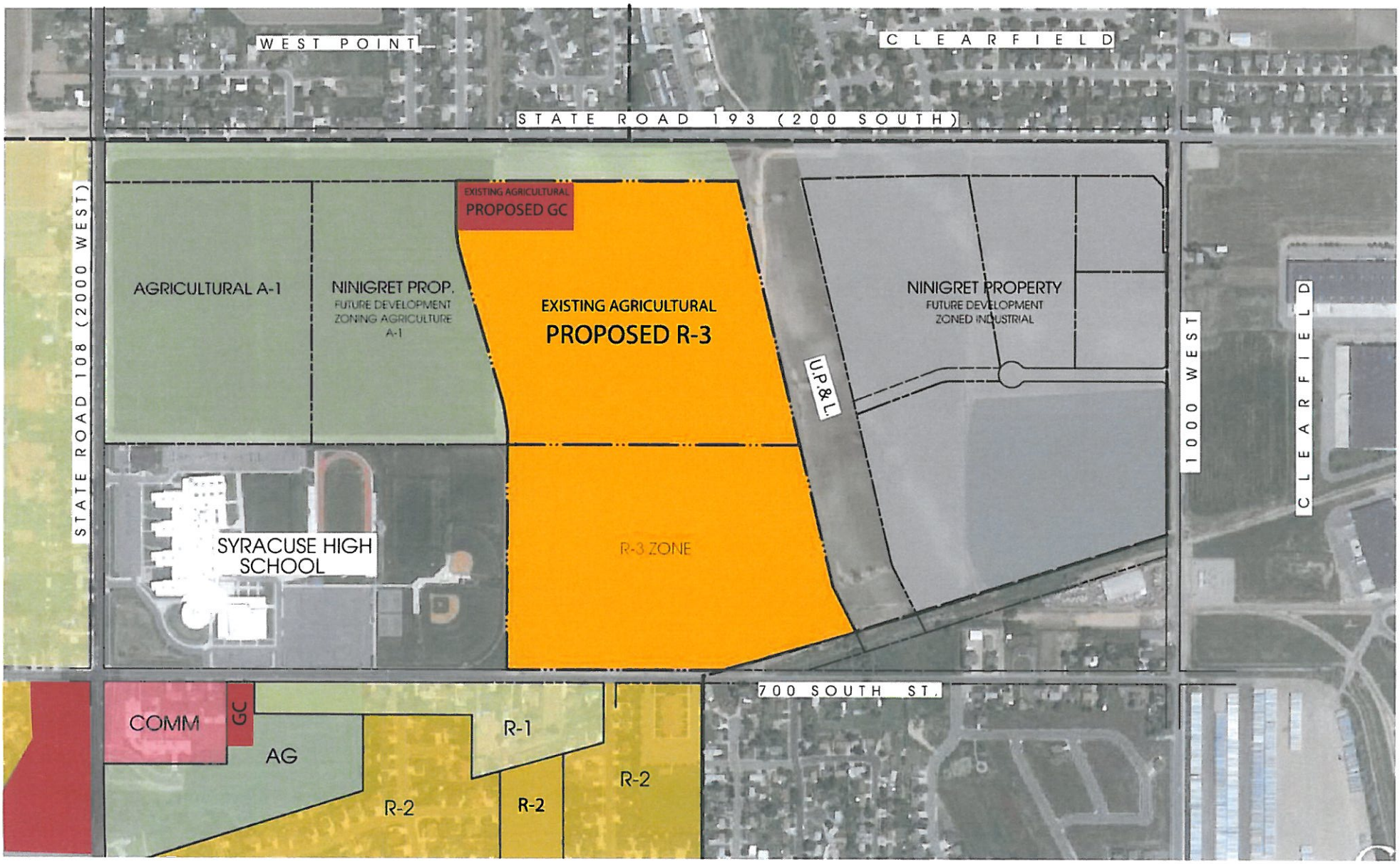
Date Received and Paid:	Received by:	Receipt #
7-1-14	KC	5.035117

Payment Type: ☐ Cash ☐ Credit Card ☒ Check# 152

Land Use Authority Date:

City Council Decision and Date:

Application and Noticing Fees:			
$425	Application Fee	GP ZONE	$425 $425
$ 6	per Public Notice Sign	1 Signs	$ 6
$ 1	per Mailing Notice	21 Notices	$ 21
$ 25	Mailing Notice List		$ 25
		Total	$ 902



Concept Plan GENERAL PLAN AMENDMENT AND ZONE CHANGE

SYRACUSE PROPERTY

North

THE NINIGRET GROUP . 1700 SOUTH 4650 WEST . SALT LAKE CITY, UTAH

PROPOSED ZONE GC PARCEL - DESCRIPTION

A parcel of land located in the South half of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Syracuse City, Davis County, Utah described as follows:

BEGINNING at a point on the south right-of-way line of 200 South Street (SR-193), said point being 2368.23 feet South 89°56'57" East along the center section line and 170.67 feet South 00°09'22" West from the found railroad spike marking the West Quarter Corner of said Section 3, and running thence South 00°09'22" West 254.46 feet; thence South 89°59'40" West 500.00 feet to a point of curvature with a 450.00 foot radius curve to the right; thence westerly 114.30 feet along the arc of said curve through a central angle of 14°33'10" (chord bears North 82°43'45" West 113.99 feet) to a point on a non-tangent 633.00 foot radius curve to the right; thence northerly 40.07 feet along the arc of said curve through a central angle of 03°37'36" (chord bears North 01°39'13" West 40.06 feet); thence North 00°09'35" East 199.89 feet to a point on said right-of-way line; thence North 89°59'12" East 614.37 feet along said right-of-way line to the POINT OF BEGINNING.

Contains 155,729 square feet, or 3.575 Acres.

PROPOSED ZONE R-3 PARCEL - DESCRIPTION

A parcel of land located in the South half of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Syracuse City, Davis County, Utah described as follows:

BEGINNING at a point on the south right-of-way line of 200 South Street (SR-193), said point being 2368.23 feet South 89°56'57" East along the center section line and 170.67 feet South 00°09'22" West from the found railroad spike marking the West Quarter Corner of said Section 3, and running thence along said right-of-way line the following two (2) courses; 1) North 89°59'12" East 586.29 feet to a point on a non-tangent 7957.50 foot radius curve to the right; 2) thence easterly 192.55 feet along the arc of said curve through a central angle of 01°23'11" (chord bears North 89°17'37" East 192.54 feet) to a point on the west right-of-way line of the Rocky Mountain Power Corridor; thence along said right-of-way line South 13°11'31" East 1354.90 feet; thence North 89°56'56" West 1447.08 feet to the northeast corner of that certain property owned by the Davis County School District, as recorded in the Davis County Recorder's Office in Book 1588 at Page 130; thence North 00°09'58" East 49.03 feet to a point of curvature with a 567.00 foot radius curve to the left; thence northerly 159.68 feet along the arc of said curve through a central angle of 16°08'10" (chord bears North 07°54'07" West 159.16 feet); thence North 15°58'12" West 762.13 feet to a point of curvature with a 633.00 foot radius curve to the right; thence northerly 138.13 feet along the arc of said curve through a central angle of 12°30'11" (chord bears North 09°43'07" West 137.86 feet) to a point on a non-tangent 450.00 foot radius curve to the left; thence easterly 114.30 feet along the arc of said curve through a central angle of 14°33'10" (chord bears South 82°43'45" East 113.99 feet); thence North 89°59'40" East 500.00 feet; thence North 00°09'22" East 254.46 feet to the POINT OF BEGINNING.

Contains 1,734,199 square feet, or 39.812 Acres.

EXHIBIT B

COUNCIL AGENDA

August 12, 2014

Agenda Item #

General Plan & Zone Map Amendment
Ninigret North LLC
1550 W 200 S

Factual Summation

Please see the attached:

a. Aerial Map
b. Existing/Proposed General Plan Map & Resolution 14-28
c. Existing/Proposed Zoning Map & Ordinance 14-19

Any question regarding this agenda item may be directed at Sherrie Christensen, Community & Economic Development Director.

Background

General Plan Amendment:

The property is currently designated as BP Business Park on the General Plan. The developer is requesting a residential zoning in order to facilitate a single family development, a charter school and a small retail commercial area.

Zone Map Amendment

The property is currently designated as A-1 Agriculture on the Zoning Map. The developer is requesting a residential zoning in order to facilitate a single family development, a charter school and a small retail commercial area.

The Planning Commission held a public hearing on August 5, 2014 and made a favorable recommendation for the General Plan & Zoning Map Amendments.

Recommendation

General Plan Amendment

The Planning Commission recommends approval to the City Council for the General Plan Amendment request from Ninigret North LC, located at approximately 1550 W 200 S, for the requested change from BP Business Park to C-G Commercial & R-3 Residential, subject to all applicable requirements of the City's municipal codes, with the recommendation that the G-C Commercial Zone be extended to the East property line adjacent to the power corridor and along the frontage of SR193 at an equivalent depth as proposed by the property owner.

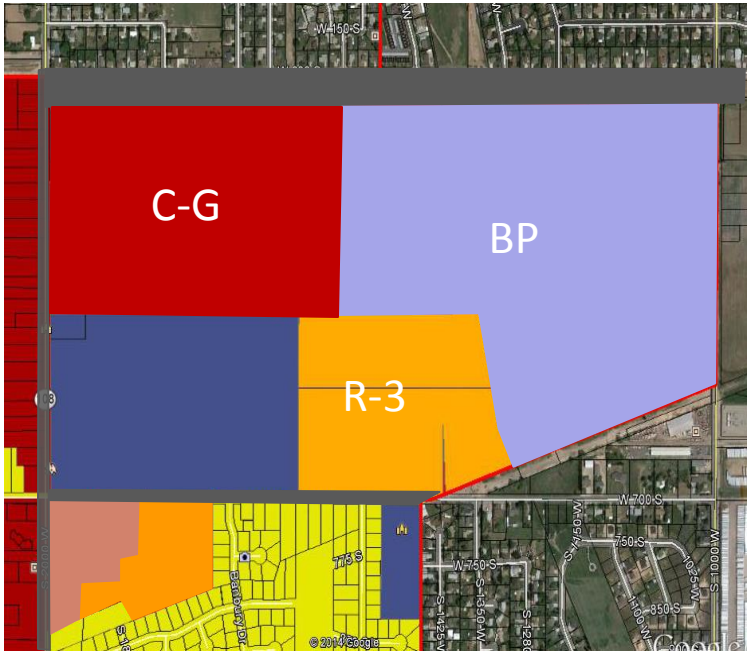
Zone Map Amendment

The Planning Commission recommends approval to the City Council for the Zoning Map Amendment request from Ninigret North LC, located at approximately 1550 W 200 S, for the requested change from A-1 Agriculture to C-G Commercial & R-3 Residential, subject to all applicable requirements of the City's municipal codes and in conformance to the recommended General Plan Map Amendment.

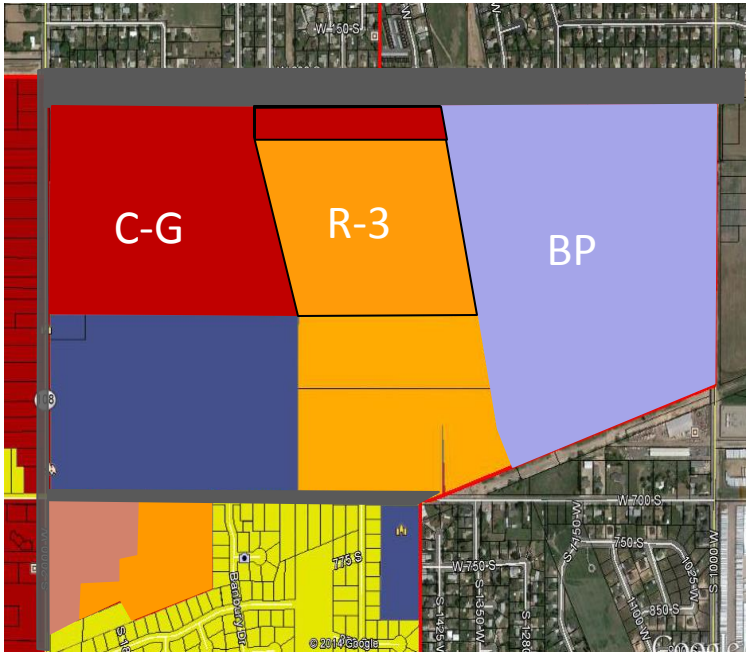
General Plan Amendment
1550 W 200 S
Ninigret North LLC

N

Current General Plan

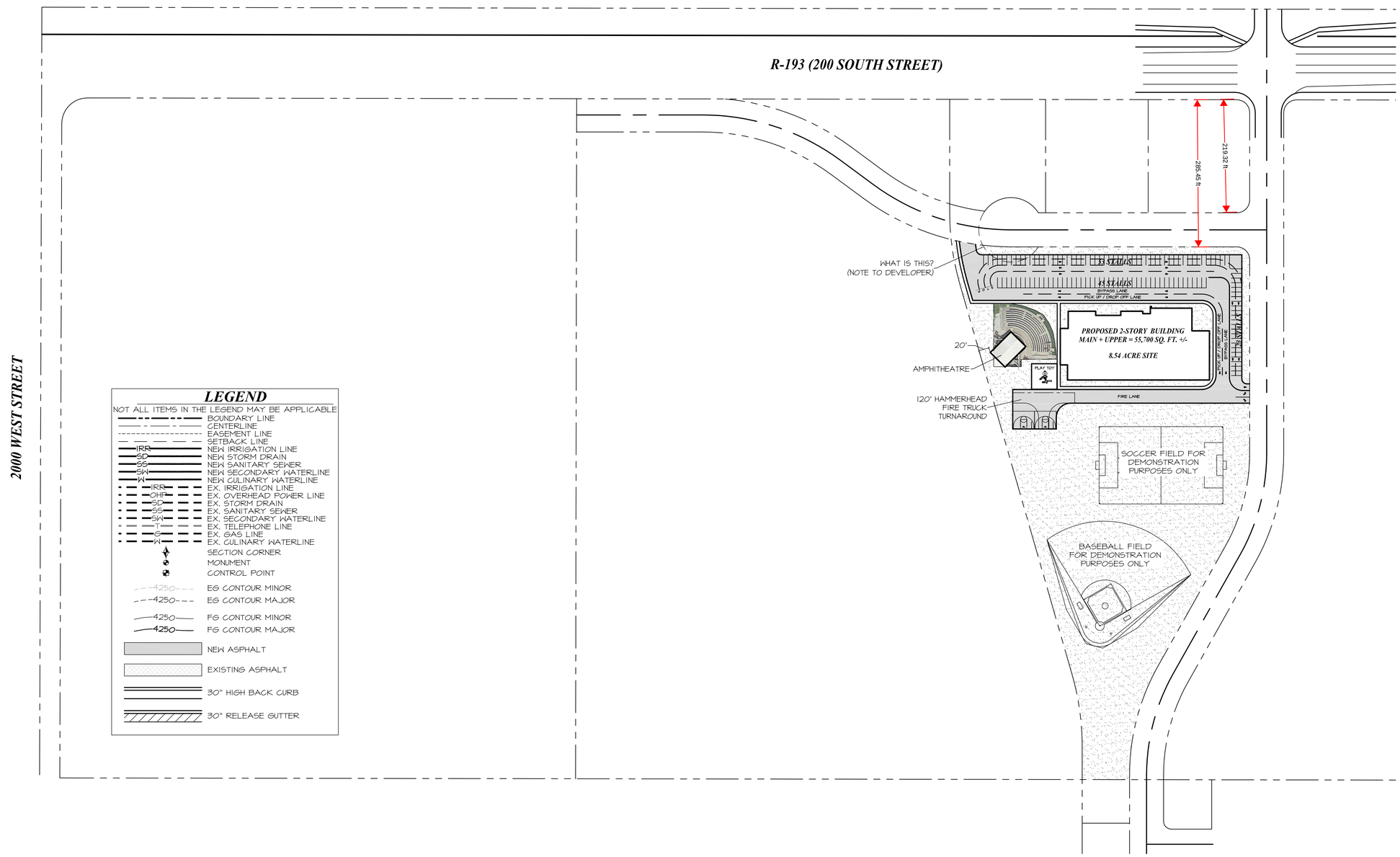


Recommended General Plan



- Agriculture A-1
- R-1 (2.90 dwellings per net acre)
- R-2 (3.79 dwellings per net acre)
- R-3 (5.44 dwellings per net acre)
- PRD (8.0 dwellings per net acre)
- R-4 (14.52 dwellings per net acre)
- Professional Office
- General Commercial Zone
- Industrial Zone
- Town Center Overlay Zone
- Sensitive Overlay Zone
- RDA & EDA Boundary

EXHIBIT C



LEGEND

NOT ALL ITEMS IN THE LEGEND MAY BE APPLICABLE

- BOUNDARY LINE
- CENTERLINE
- EASEMENT LINE
- SETBACK LINE
- IRR — NEW IRRIGATION LINE
- SD — NEW STORM DRAIN
- SS — NEW SANITARY SEWER
- SW — NEW SECONDARY WATERLINE
- W — NEW CULINARY WATERLINE
- IRR — EX. IRRIGATION LINE
- OHP — EX. OVERHEAD POWER LINE
- SD — EX. STORM DRAIN
- SS — EX. SANITARY SEWER
- SW — EX. SECONDARY WATERLINE
- T — EX. TELEPHONE LINE
- G — EX. GAS LINE
- W — EX. CULINARY WATERLINE
- SECTION CORNER
- MONUMENT
- CONTROL POINT
- 4250 — EG CONTOUR MINOR
- 4250 — EG CONTOUR MAJOR
- 4250 — FG CONTOUR MINOR
- 4250 — FG CONTOUR MAJOR
- NEW ASPHALT
- EXISTING ASPHALT
- 30" HIGH BACK CURB
- 30" RELEASE GUTTER

SITE PLAN

CALL BLUESTAKES
@ 1-800-662-4111
AT LEAST 48 HOURS
PRIOR TO COMMENCING
ANY CONSTRUCTION

SEAL:

LICENSED PROFESSIONAL ENGINEER
No. 375250
JOSHUA R. JENSEN
STATE OF UTAH

REVISED:

DATE: --/--/--
PROJECT: ---
DRAWN BY: C.C.
PLOT: 06-23-2014

DRAWING DESCRIPTION: SITE PLAN

177 E. ANTELOPE DR. #B
LAYTON, UT 84041
PHONE: (801) 499-5054
FAX: (801) 499-5065

SILVERPEAK ENGINEERING

SYRACUSE SATELLITE CAMPUS
ADDRESS
SYRACUSE, UTAH

SHEET NUMBER:
C2.0 (2)
SITE PLAN

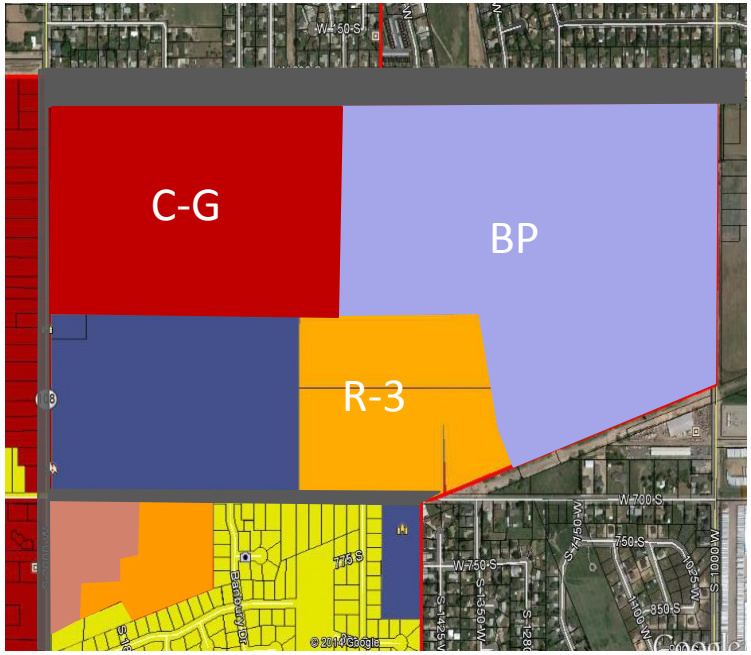
ALL INFORMATION SHOWN HEREON IS NOT FINAL OR APPROVED WITHOUT THE GOVERNING AGENCY'S STAMP AND SIGNATURE. ANY USE OF THIS DRAWING AND ITS CONTENT WITHOUT SAID APPROVAL IS DONE AT THE INDIVIDUAL'S OWN RISK. SILVER PEAK ENGINEERING DOES NOT ASSUME LIABILITY FOR ANY SUCH USE.

EXHIBIT D

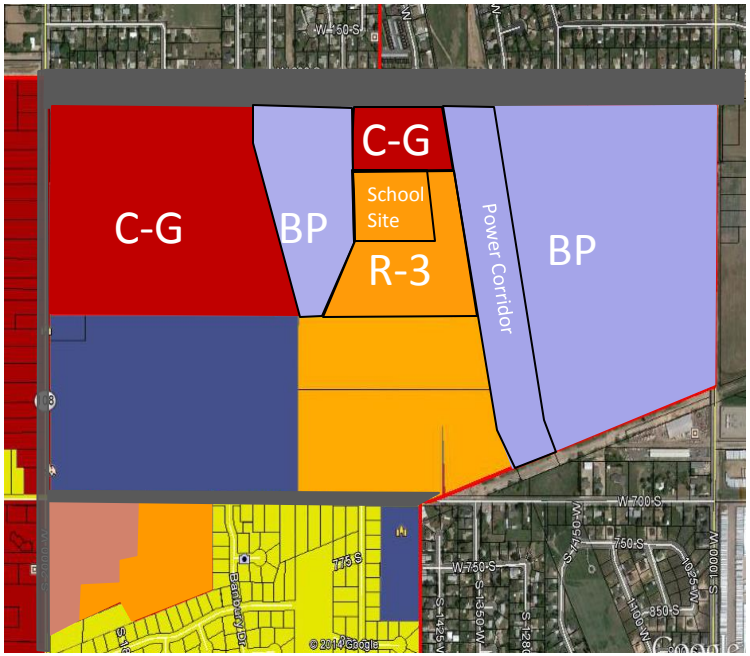
General Plan Amendment
1550 W 200 S
Ninigret North LLC

N

Current General Plan



Council Alternative General Plan



- Agriculture A-1
- R-1 (2.90 dwellings per net acre)
- R-2 (3.79 dwellings per net acre)
- R-3 (5.44 dwellings per net acre)
- PRD (8.0 dwellings per net acre)
- R-4 (14.52 dwellings per net acre)
- Professional Office
- General Commercial Zone
- Industrial Zone
- Town Center Overlay Zone
- Sensitive Overlay Zone
- RDA & EDA Boundary

Email with Attached Civil Drawing reviewed at August 26, 2014 City Council Meeting

FW: Charter School - Message (HTML)

File | Message

Delete | Reply | Reply All | Forward | Read Reciepts | To Manager | Team E-mail | Move | Mark Unread | Categorize | Follow Up | Translate | Zoom | Add to Evernote 5

Delete | Respond | Quick Steps | Move | Tags | Editing | Zoom | Evernote

You replied to this message on 8/26/2014 5:17 PM.

From: Eric Rice <eric@Ninigret.com>

Sent: Tue 8/26/2014 4:37 PM

To: Sherrie Christensen

Cc:

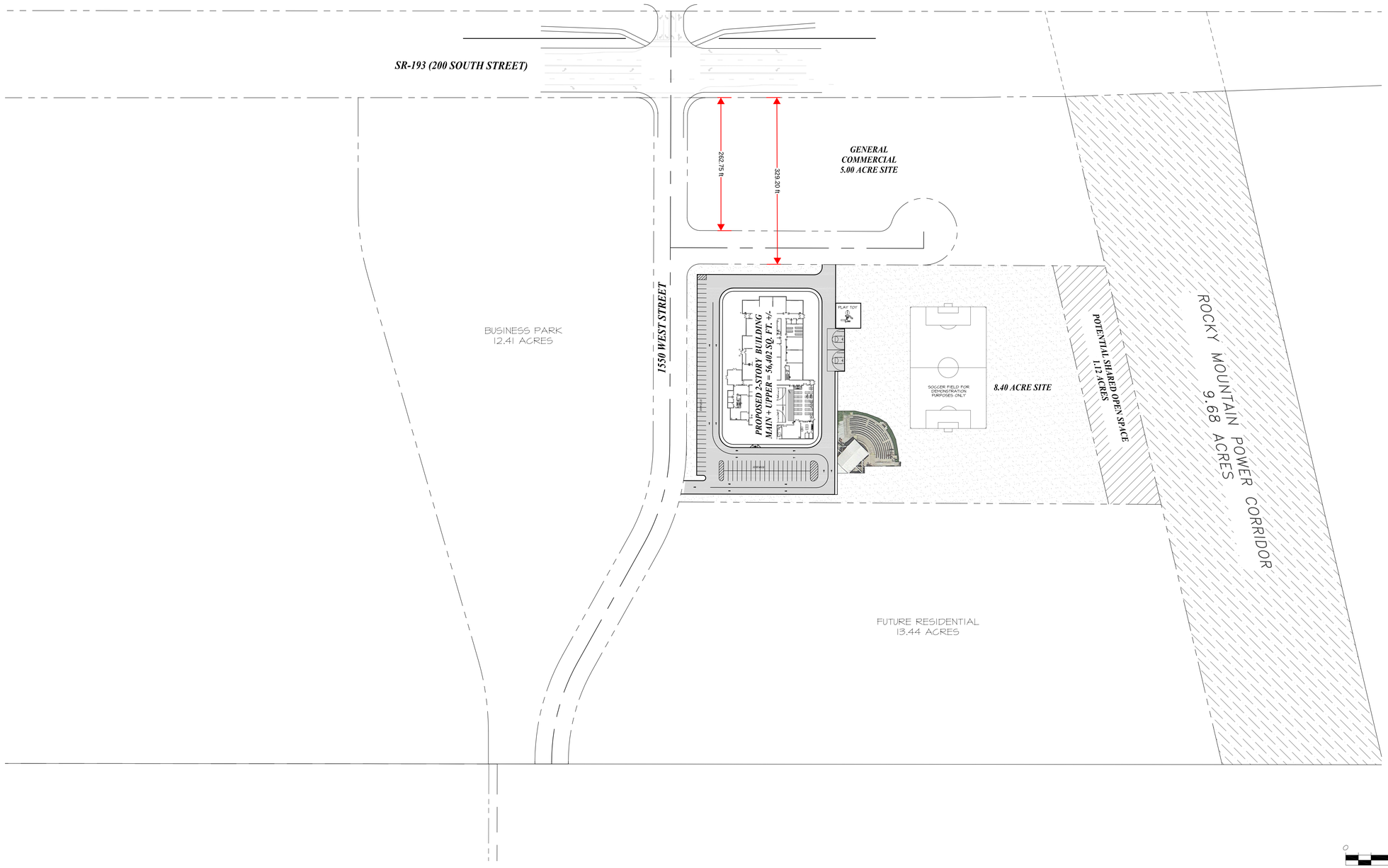
Subject: FW: Charter School

Message | Civil Syracuse Satellite (4) C2 8.26.14.pdf (1 MB)

Sherrie,

Here's the graphic for tonight. Thanks.

ERIC



0 100 200 400

HORIZONTAL SCALE: 1"=100'

SITE PLAN

CALL BLUESTAKES
@ 1-800-662-4111
AT LEAST 48 HOURS PRIOR TO COMMENCING ANY CONSTRUCTION

SEAL:

REVISED:

DATE: __/__/__
PROJECT: ____
DRAWN BY: C.C.
PLOT: 08-13-2014

DRAWING DESCRIPTION: SITE PLAN

SILVERPEAK ENGINEERING
177 E. ANTELOPE DR. #B
LAYTON, UT 84041
PHONE: (801) 499-5054
FAX: (801) 499-5065

SYRACUSE SATELLITE CAMPUS

ADDRESS
SYRACUSE, UTAH

SHEET NUMBER:
C2.0
SITE PLAN

ALL INFORMATION SHOWN HEREON IS NOT FINAL OR APPROVED WITHOUT THE GOVERNING AGENCY'S STAMP AND SIGNATURE. ANY USE OF THIS DRAWING AND ITS CONTENT WITHOUT SAID APPROVAL IS DONE AT THE INDIVIDUAL'S OWN RISK. SILVER PEAK ENGINEERING DOES NOT ASSUME LIABILITY FOR ANY SUCH USE.

EXHIBIT E

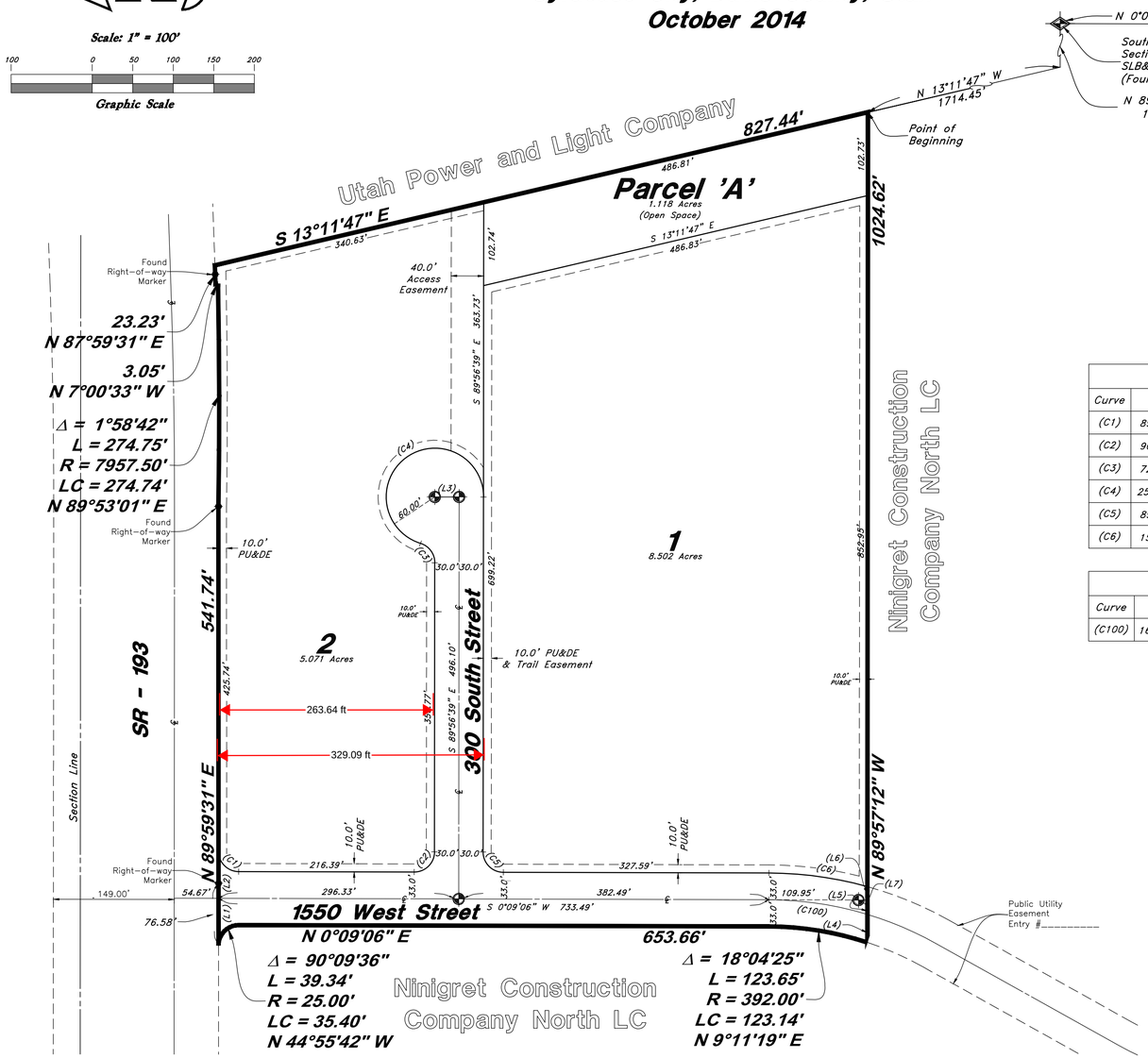
Ninigret North II - Subdivision

A part of the South Half of Section 3,
T4N, R2W, SLB&M, U.S. Survey
Syracuse City, Davis County, Utah
October 2014

Scale: 1" = 100'

100 0 50 100 150 200

Graphic Scale



LEGEND

- ▲ Set Nail & Washer
- ◉ Set Rebar & Cap
- ■ Hub & Tack
- Monument to be Set
- Section Corner
- (Rad) Radial line
- (N/R) Non-Radial line
- D.C.S. Davis County Survey
- – – – – Public Utility & Drainage Easement Line

PROPERTY LINE CURVE DATA					
Curve	Delta	Radius	Length	Chord	Chord Bearing
(C1)	89°50'24"	25.00'	39.20'	35.31'	S 45°04'18" W
(C2)	90°05'45"	25.00'	39.31'	35.38'	S 44°53'46" E
(C3)	72°53'43"	25.00'	31.81'	29.70'	N 53°36'30" E
(C4)	252°31'20"	60.00'	264.44'	96.76'	S 36°34'42" E
(C5)	89°50'55"	25.00'	39.20'	35.31'	S 45°04'34" W
(C6)	15°22'56"	458.00'	122.96'	122.59'	N 7°50'34" E

CENTERLINE CURVE DATA					
Curve	Delta	Radius	Length	Chord	Chord Bearing
(C100)	16°37'07"	425.00'	123.27'	122.84'	S 8°27'40" W

LINE DATA		
Line	Bearing	Length
(L1)	N 89°59'31" E	58.07
(L2)	N 89°59'31" E	57.93
(L3)	S 0°03'21" W	30.00
(L4)	S 89°57'12" E	34.59
(L5)	S 89°57'12" E	11.33
(L6)	S 89°57'12" E	23.01
(L7)	S 29°09'42" W	13.24

NOTE:
10' Wide Public Utility and Drainage Easements on each side of lot lines as indicated by dashed lines.

SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Registered Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 6242920 in accordance with Title 58 Chapter 22, Professional Engineers and Land Surveyors Licensing Act. I also do hereby certify that Ninigret North II – Subdivision in Syracuse City, Davis County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Davis County Recorder's Office, and of a survey made on the ground in accordance with Section 17-23-17. Monumented Lot corners have been set as shown on this drawing.

Signed this day of , 2014.

Andy Hubbard

DESCRIPTION

A part of the South half of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Syracuse City, Davis County, Utah

Beginning at a point which is 1576.79 feet North 89°56'33" West along the Section line and 1714.45 feet North 13°11'47" West from the Southeast Corner of said Section 3, and running thence North 89°57'12" West 1024.62 feet to a point on the arc of a curve; thence Northeasterly along the arc of a 392.00 foot Radius curve to the left a distance of 123.65 feet (Delta Angle equals 18°04'25", Center bears North 71°46'29" West , and Long Chord bears North 9°11'19" East 123.14 feet); thence North 0°09'06" East 653.66 feet to a point of curvature; thence Northwesterly along the arc of a 25.00 foot Radius curve to the left a distance of 39.34 feet (Delta Angle equals 90°09'36", Center bears North 89°50'54", Long Chord bears North 44°55'42" West 35.40 feet) to the South line of State Route 193; thence four (4) courses along said South line as follows: (1) North 89°59'31" East 541.74 feet to a point of curvature; (2) Easterly along the arc of a 7957.50 foot Radius curve to the left a distance of 274.75 feet (Delta Angle equals 1°58'42", Center bears North 0°52'22" East, and Long Chord bears North 89°53'01" East 274.74 feet; (3) North 7°00'33" West 3.05 feet; and (4) North 87°59'31" East 23.23 feet; thence South 13°11'47" East 827.44 feet to the point of beginning.

Contains: 16.753 acres

OWNER'S DEDICATON

I, the undersigned owner of the hereon described tract of land, hereby set apart and subdivide the same into lots and streets as shown on this plat, and name said tract XXXXXXXX, and hereby dedicate, grant and convey to Syracuse City, Davis County, Utah, all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfares forever, and also dedicate to Syracuse City those certain strips as easements for public utility and drainage purposes as shown hereon, the same to be used for the installation, maintenance, and operation of public utility service lines and drainage, as may be authorized by Syracuse City.

Signed this day of , 2014.

Ninigret Construction Company North LC

Eric Rice

ACKNOWLEDGMENT

State of Utah
County of Davis } ss

The foregoing instrument was acknowledged before me this_____ day of _____ 20__ by _____.

Residing At:_____

A Notary Public commissioned in Utah

Commission Number:_____

Commission Expires:_____

Print Name

NARRATIVE

This survey and subdivision plat were requested by Mr. Eric Rice for the purpose of platting (2) Commercial Lots.

Brass cap monuments were found at the Southeast Corner of Section 3, and the East Quarter Corner of Section 10, Township 4 North, Range 2 West, Salt Lake Base and Meridian.

A line bearing North 0°08'31" East between these two monuments was used as the basis of bearings.

Highway Right of way markers were found along the South line of State Route 193 and were used to establish the North line of the Property

SYRACUSE CITY APPROVAL

This is to certify that this plat and dedication of this plat were duly approved and accepted by the City Council of Syracuse City, Utah this day of , 2014.

Attest _____

Title _____

City Recorder

Mayor

SYRACUSE CITY PLANNING COMMISSION

Approved by the Syracuse City Planning Commission on the day of , 2014.

Chair

SYRACUSE CITY ENGINEER

I hereby certify that I have carefully investigated the lines of Survey of the foregoing plat and legal description of the land embraced therein, and find them to be correct and to agree with the lines and monuments on record in this office.

Signed this day of , 2014.

Signature

DAVIS COUNTY RECORDER

ENTRY NO._____FEE PAID _____FILED FOR RECORD AND RECORDED_____, AT _____ IN BOOK_____ OF OFFICIAL RECORDS, PAGE_____. RECORDED FOR_____

DAVIS COUNTY RECORDER

BY:_____

DEPUTY

GREAT BASIN ENGINEERING INC
5746 South 1475 East Ogden, Utah 84403
Main (801)394-4515 S.L.C (801)521-0222 Fax (801)392-7544
www.greatbasinengineering.com

14N915

W:\14N915-Ninigret North\Dwg\14N915 - AP6.dwg, 11/25/2014 8:08:50 AM, Jasonf, 1:1

EXHIBIT F

Ninigret North II - Subdivision

A part of the South Half of Section 3,
T4N, R2W, SLB&M, U.S. Survey
Syracuse City, Davis County, Utah
December 2014

Scale: 1" = 100'

100 0 50 100 150 200

Graphic Scale

N

N 0°08'31" E (Basis of Bearings)

(2636.67' D.C.S.)
2636.76' Meas.

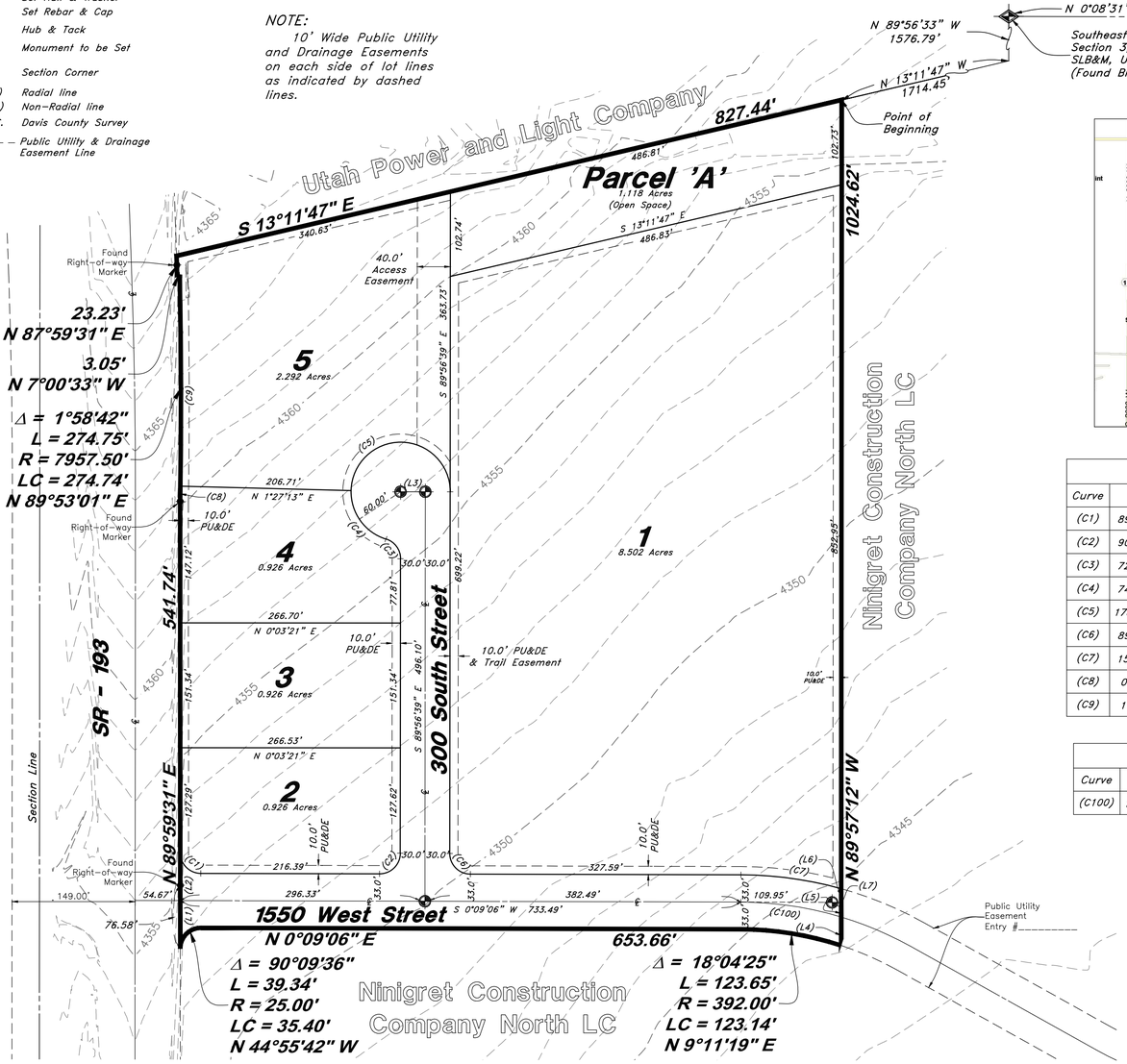
Southeast Corner
Section 3, T4N, R2W,
SLB&M, U.S. Survey
(Found Brass Cap)

East 1/4 Corner
Section 10, T4N, R2W,
SLB&M, U.S. Survey
(Found Brass Cap)

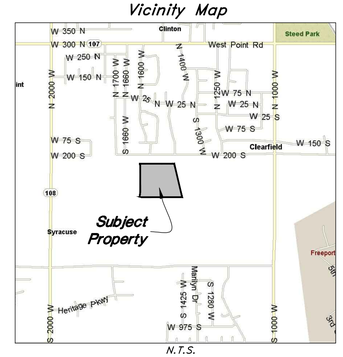
LEGEND

- Set Nail & Washer
- Set Rebar & Cap
- Hub & Tack
- Monument to be Set
- Section Corner
- (Rad) Radial line
- (N/R) Non-Radial line
- D.C.S. Davis County Survey
- Public Utility & Drainage Easement Line

NOTE:
10' Wide Public Utility and Drainage Easements on each side of lot lines as indicated by dashed lines.



Vicinity Map



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(C5)	178°13'44"	60.00'	186.64'	119.99'	N 0°34'06" E
(C6)	89°50'55"	25.00'	39.20'	35.31'	S 45°04'34" W
(C7)	15°22'56"	458.00'	122.96'	122.59'	N 7°50'34" E
(C8)	0°07'58"	7957.50'	18.44'	18.44'	S 89°11'37" E
(C9)	1°50'44"	7957.50'	256.31'	256.30'	N 89°49'02" E

CENTERLINE CURVE DATA					
Curve	Delta	Radius	Length	Chord	Chord Bearing
(C100)	16°37'07"	425.00'	123.27'	122.84'	S 8°27'40" W

LINE DATA		
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Signed this day of , 2014.

Andy Hubbard

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Signed this day of , 2014.

Ninigret Construction Company North LC

Eric Rice

ACKNOWLEDGMENT

State of Utah
County of Davis } ss

The foregoing instrument was acknowledged before me this_____ day of _____ 20__ by _____.

Residing At:_____

A Notary Public commissioned in Utah

Commission Number:_____

Commission Expires:_____

Print Name

NARRATIVE

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Attest _____

Title _____

City Recorder

Mayor

SYRACUSE CITY PLANNING COMMISSION

Approved by the Syracuse City Planning Commission on the day of , 2014.

Chair

SYRACUSE CITY ENGINEER

I hereby certify that I have carefully investigated the lines of Survey of the foregoing plat and legal description of the land embraced therein, and find them to be correct and to agree with the lines and monuments on record in this office.

Signed this day of , 2014.

Signature

DAVIS COUNTY RECORDER

ENTRY NO._____FEE PAID _____FILED FOR RECORD AND RECORDED_____, AT _____ IN BOOK_____ OF OFFICIAL RECORDS, PAGE_____. RECORDED FOR_____

DAVIS COUNTY RECORDER

BY:_____

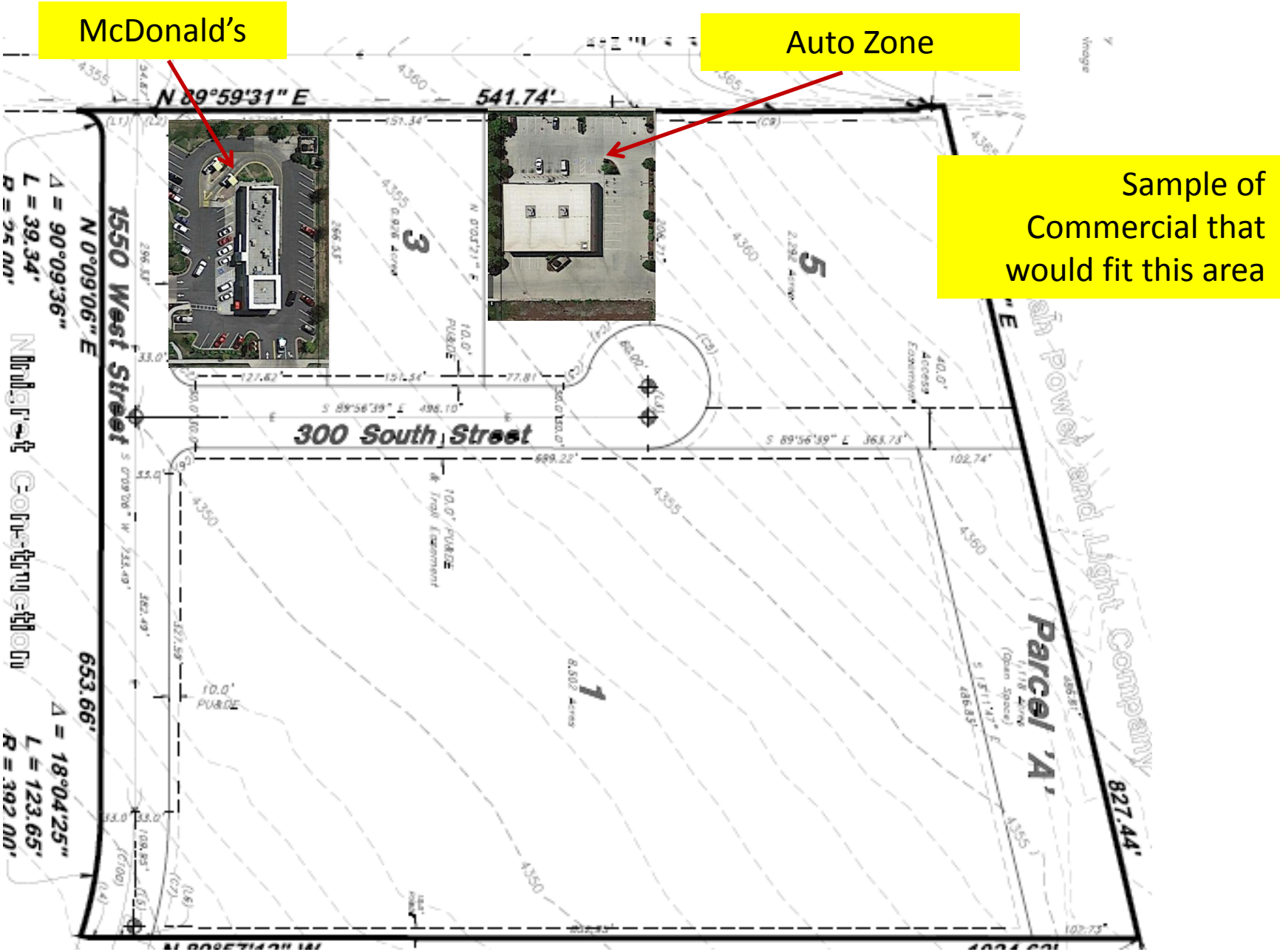
DEPUTY

GREAT BASIN ENGINEERING INC
5746 South 1475 East Ogden, Utah 84403
Main (801)394-4515 S.L.C (801)521-0222 Fax (801)392-7544
www.greatbasinengineering.com

14N915

W:\14N915-Ninigret North\Dwg\14N915 - AP7.dwg, 12/19/2014 9:10:12 AM, jasonf, 1:1

EXHIBIT G


McDonald's
Auto Zone
Sample of Commercial that would fit this area
N 89°59'31" E
541.74'
1550 West Street
300 South Street
Parcel 'A'
827.44'
653.66'
N 0°09'06" E
Δ = 90°09'36"
L = 39.34'
Δ = 18°04'25"
L = 123.65'
3
5
1

COUNCIL AGENDA

January 13, 2015

Agenda Item **# 10** **Irrigation Load Control Program**

Factual Summation

- Any questions about this agenda item can be directed to Robert Whiteley.
- Rocky Mountain Power has partnered with EnerNOC to provide an energy reduction incentive program, so named the Irrigation Load Control Program to eligible customers in Utah and Idaho.
- This program was developed to ease the burden of high peak power demands from irrigation pumping during June 1 to Sept 30.
- Those who choose to enroll in the program will earn cash incentives for temporarily reducing electricity use by shutting off irrigation pumps during peak demand periods. Incentive rates can be up to $25/kW savings, which is estimated at approximately $13,000/year for all three of our pump stations.
- There is no enrollment fee for Syracuse City to participate in the program.
- Load Control Events are determined and notification is made 24 hours in advance. Syracuse is given the option to participate during the event. Opting out has no penalties.
- Events can last up to four hours/day, but are limited to 52 hours per season.
- Agreement and Earnings estimates are attached.

Considerations

Enter into an Energy Management Agreement with EnerNOC in order to enroll in the program for a term of seven years.

ENERNOC
Get More From Energy

Energy Management Agreement

This Energy Management Agreement (this "EMA"), entered into on _____ (the "Effective Date"), is made by and between EnerNOC Inc., located at One Marina Park Drive, Suite 400, Boston, MA 02210 ("EnerNOC"), and Syracuse City, located at 1979 W 1900 S, Syracuse, UT 84075 ("Customer"). EnerNOC and Customer are referred to herein collectively as the "Parties" and each individually as a "Party" to this EMA.

1. **Solutions.** This EMA is a master agreement between the Parties and sets forth the terms and conditions that will govern the rights, responsibilities, and obligations of the Parties with respect to the provision of the solutions (the "Solutions"), the scope of which are described in the applicable statements of work attached hereto (each a "SOW" and together with this EMA, the "Agreement"). EnerNOC will provide the Solutions in accordance with the Agreement and the applicable SOW. Each time Customer desires to procure any of the Solutions from EnerNOC, EnerNOC and Customer will execute a SOW that specifies, among other things, a description of the Solutions to be provided, the compensation for those Solutions, and any other details related to the engagement.

2. **Use and Access License.** For the duration of the term of any duly executed SOW, EnerNOC grants to Customer a limited, revocable, non-transferrable (except as set forth herein) and non-exclusive right to use and access (including through remote means) the Solutions solely for Customer's internal business operations and subject to the terms of this EMA and the applicable SOW. Without limiting the terms of the Agreement, Customer agrees not to decompile, disassemble, reverse engineer or otherwise attempt to perceive the source code relating to the Solutions or any web-based portal relating thereto or assign, sublicense, sell, resell, lease or otherwise transfer, convey, or pledge as security or encumber, any right in the Solutions. Except as expressly permitted herein, Customer agrees that it shall not receive any right, title or interest in, or any license or right to use or access, the Solutions or any patent, copyright, trade secret, trademark or other intellectual property rights therein by implication or otherwise.

3. **Term.** This EMA shall commence on the Effective Date and continue until terminated in accordance with the terms herein (the "Term").

4. **Confidentiality.**

   a. ***Nondisclosure to Third Parties.*** In providing the Solutions under the Agreement, each Party will be exposed to certain Confidential Information (as hereinafter defined) of the other Party. Each Party on its own behalf and on behalf of its employees, contractors and agents (collectively, "Representatives") agrees not to, except as required by applicable law or regulation, use or disclose such Confidential Information without the prior written consent of the other Party, either during or after the Term. To protect Confidential Information, each Party agrees to: (i) limit dissemination of Confidential Information to only those Representatives having a "need to know"; (ii) advise each Representative who receives Confidential Information of the confidential nature of such information; and (iii) have appropriate agreements, policies and/or procedures in place with such Representatives sufficient to enable compliance with the confidentiality obligations contained herein. The term "Confidential Information" means all information, including, without limitation, any trade secrets, which is disclosed, either orally or in written form, by either Party or its Representatives and shall be deemed to include: (x) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by either Party or its Representatives which contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to a receiving Party or its Representatives pursuant hereto; and (y) any information concerning the business relationship between the Parties.

   b. ***Use of Confidential Information.*** Customer acknowledges that EnerNOC may receive Confidential Information of Customer from the applicable independent system/grid operator and/or utility, through data collected through the Solutions or otherwise, which may be used or disclosed by EnerNOC as necessary for the performance of the Agreement.

5. **Aggregate Data Collection and Usage.** Customer acknowledges and agrees that EnerNOC may: (i) collect, process and aggregate any data used with, stored in, or related to the Solutions, including, without limitation, end-user energy usage and demand data, and create aggregate data records ("Aggregate Data") by removing any personally identifiable information ("PII") from the underlying data; (ii) use such Aggregate Data to improve the Solutions, develop new solutions, understand actual energy usage and demand trends and general industry trends, develop white papers, reports, or databases summarizing the foregoing, and generally for any legitimate purpose related to EnerNOC's business; and (iii) share Aggregate Data with third parties or publish any reports, white papers, or other summaries based on Aggregate Data.

6. **Logo Authorization.** In connection with the Agreement, Customer hereby consents to EnerNOC's use of Customer's name and logo in EnerNOC's promotional materials, including, but not limited to, website, presentations and other printed materials. EnerNOC acknowledges that Customer is the owner of all right, title and interest in and to Customer's name and logo and shall not take any action that is inconsistent with such ownership.

7. **Limitation on Liability.** Except for breaches of confidentiality, EnerNOC's liability hereunder is limited to direct actual damages as the sole and exclusive remedy, and total damages under the Agreement shall not exceed $100,000.00. In no event shall either Party, its parent, officers, directors, partners, shareholders, employees or affiliates, or any contractor or subcontractor or its

ENERNOC
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employees or affiliates, be liable to the other Party for special, indirect, exemplary, punitive, incidental or consequential damages of any nature whatsoever connected with or resulting from the Solutions or from performance or non-performance of obligations under the Agreement, including without limitation, damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability contract, operation of law or otherwise.

8. **Warranty Limitations.** IF THE SOLUTIONS BECOME OR ARE LIKELY TO BECOME THE SUBJECT OF ANY THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIM OR ACTION, ENERNOC MAY, AT ENERNOC'S SOLE OPTION, EITHER: (I) REPLACE SUCH SOLUTIONS WITH AN EQUALLY SUITABLE SOLUTION FREE OF INFRINGEMENT; (II) MODIFY OR OBTAIN A LICENSE FOR THE SOLUTIONS SO THAT THEY NO LONGER INFRINGE ON ANY RIGHTS; OR (III) AFTER ENERNOC HAS DEMONSTRATED ITS GOOD FAITH EFFORTS TO ACHIEVE THE FOREGOING WITHOUT SUCCESS, TERMINATE THE APPLICABLE SOW. EXCEPT AS PROVIDED HEREIN, THE SOLUTIONS (AND ANY SOFTWARE, HARDWARE, OR OTHER COMPONENT THEREOF) ARE PROVIDED AS IS WITHOUT ANY WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

9. **Choice of Law.** The Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Utah, without giving effect to choice of law rules.

10. **Miscellaneous.** Customer may not assign any of its rights or delegate any of its performance obligations hereunder without the prior written consent of EnerNOC; except that Customer may assign the Agreement to its successor or any entity acquiring all or substantially all of the assets of Customer by providing EnerNOC with written notice promptly following the acquisition date. The Agreement, including all exhibits, attachments and SOWs, constitutes the entire agreement between Customer and EnerNOC and may only be amended in writing signed by each of the Parties. In the event of any conflict between this EMA and a SOW, the terms of this EMA shall control with respect to the applicable SOW. If any of its provisions shall be held invalid or unenforceable, the Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. The Agreement shall be binding upon the Parties together with their successors and permitted assigns. Each Party shall be responsible for its Representatives' compliance with the Agreement. Customer shall promptly notify EnerNOC in writing of any changes occurring during the Term to the Customer address(es) set forth in this EMA.

11. **Taxes.** Fees, costs, and expenses described in the Agreement do not include any sales, use, personal property, duty, levy, or similar governance charge, value added or good/services taxes. EnerNOC may include applicable taxes as separate items on Customer's invoice, and Customer shall be responsible to pay and/or reimburse EnerNOC for all taxes (other than taxes based on EnerNOC's income), unless Customer has provided adequate evidence of exemption upon execution of this EMA or the applicable SOW. If withholding of taxes is required by any government, Customer shall remit such taxes in accordance with applicable law, gross up the applicable payment amounts so that EnerNOC receives the full amount of fees invoiced, and provide EnerNOC with applicable evidence of withholding.

12. **Force Majeure.** The Parties shall be excused for any failure or delay in the performance of their obligations hereunder due to acts of God or any other legitimate cause beyond their reasonable control.

13. **Termination.** Either Party may terminate this EMA (i) in the event of the other Party's material breach of this EMA or any SOW, provided that the breaching Party fails to cure the specific breach within thirty (30) days following date of written notice from the non-breaching Party specifying the purported breach; (ii) immediately upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the other Party's debts; or (iii) for convenience by giving the other Party sixty (60) days prior written notice; provided, however, that neither Party may terminate this EMA so long as any SOW executed by the Parties hereunder remains in effect.

14. **Notices.** Any notices required or permitted to be given hereunder by either Party to the other Party shall be given in writing by: (i) personal delivery; (ii) bonded courier or nationally recognized overnight delivery company; or (iii) electronic mail. If notice is given by personal delivery, bonded courier or nationally recognized overnight delivery company, such notice shall be addressed to the Parties as follows (or to such other addresses as the Parties may request in writing by notice given pursuant to this Section): to EnerNOC at EnerNOC, Inc., Attn: Legal Department, One Marina Park Drive, Suite 400, Boston, MA 02210; and to Customer at Syracuse City, 1979 W 1900 S, Syracuse, UT 84075. If notice is sent by electronic mail, such notice shall be sent to EnerNOC at contractmanagement@enernoc.com; and/or to Customer at rmills@syracuseut.com.

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IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this EMA by their authorized representatives as of the Effective Date.

EnerNOC, Inc.		**Syracuse City**	
Name:	_____	Name:	Ryan Mills
Title:	_____	Title:	_____
Signature:	_____	Signature:	_____

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Demand Response
Statement of Work

This Statement of Work (this "SOW"), entered into on _____ (the "SOW Effective Date"), is made by and between EnerNOC Inc., located at One Marina Park Drive, Suite 400, Boston, MA 02210 ("EnerNOC"), and Syracuse City, located at 1979 W 1900 S, Syracuse, UT 84075 ("Customer"). Unless otherwise defined herein, capitalized terms in this SOW shall have the meanings given to them in the Energy Management Agreement by and between the Parties effective as of _____ (the "EMA"), the terms and conditions of which are hereby incorporated by reference.

1. **Term.** This SOW shall commence on the SOW Effective Date and continue until 9/30/2022, unless earlier terminated in accordance with the terms herein (the "SOW Term"). Notwithstanding the foregoing, if Customer is enrolled in a Program (as defined below) with a Program Period (as defined in the Program Rule Attachment(s) attached hereto) that would otherwise extend beyond the SOW Term, then the SOW Term with respect to such Program shall be extended until the end of such Program Period.

2. **Enablement.** If required by EnerNOC for Customer's use and access to the Solutions, Customer shall, within twelve (12) days following execution by the Parties of this SOW, provide EnerNOC with reasonable access to install an EnerNOC site server ("ESS") that allows for Internet-based power metering, data collection, near real-time data communication, and Internet-based reporting and analytics for each Customer facility address identified on the Site Address Attachment attached hereto (each a "Site Address"). In the event that cellular connectivity is required but not feasible, Customer shall provide either a static or non-static, as applicable, Internet Protocol (IP) address and Local Area Network (LAN) access that allows for Internet-based communication of a Site Address' energy consumption and/or any other required performance or building management system data. Customer agrees to collaborate with EnerNOC in a timely manner in testing, enabling and maintaining the installed ESS, the Solutions, and any other components of the EnerNOC system ("EnerNOC System"). If required for any Site Address(es), as determined solely by EnerNOC and indicated on the Site Address Attachment, the Parties shall execute an EnerNOC System enablement plan ("Enablement Plan") for such Site Address(es), the terms of which shall be attached to this SOW.

3. **Demand Response Solutions.** EnerNOC agrees to provide Customer with the following Solutions at each Site Address:

   a. ***Demand Response.*** EnerNOC will manage Customer's participation in the demand response programs further described in the Program Rule Attachment(s) attached hereto ("Programs") by:
      - working with Customer to develop an appropriate energy curtailment plan for Customer's business;
      - working with Customer to facilitate necessary air regulatory filings on Customer's behalf as required by federal or national law, as applicable, in order to utilize on-site generation in connection with Customer's participation in the Program (s);
      - registering Customer's Accepted Capacity (as defined in the Program Rule Attachment(s));
      - managing Customer's curtailable electrical capacity in the Programs and upon notification by EnerNOC and acceptance by Customer, provide real-time support to Customer during demand response events ("Demand Response Events");
      - reconciling all Program payments;
      - enabling data transfer, monitoring and reporting of meter data through the EnerNOC System and providing technical assistance, maintenance, repair and hosting of the EnerNOC System; and
      - as necessary, coordinating with Customer's host utility to capture kilowatt-hour (kWh) pulses from Customer's primary utility meter to provide Customer near real-time, Internet-enabled power monitoring.

4. **Payments.**

   a. ***Enablement Fee.*** For each Site Address, Customer shall pay to EnerNOC a one-time enablement fee equal to the following (the "Enablement Fee"):

      i. If the Site Address does not have an associated Enablement Plan, then the Enablement Fee shall be the amount set forth opposite each Site Address on the Site Address Attachment. Such Enablement Fee is calculated according to the number of meters to be installed as listed in the Site Address Attachment. If additional meters are required to provide the Solutions herein, then the Enablement Fee shall be increased by $5,000.

      ii. If the Site Address does have an associated Enablement Plan, then the Enablement Fee shall be the amount agreed to in such Enablement Plan and both Parties acknowledge and agree that the Enablement Fee listed in the Site Address Attachment is a good faith best estimate only.

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b. ***Payment Timing***. Customer will be invoiced following ESS installation at a Site Address for the Enablement Fee at such Site Address, and payment shall be due and payable to EnerNOC within thirty (30) days following the invoice date.

c. ***Demand Response Payments.*** In connection with Customer's participation in the Programs, EnerNOC shall make payments to Customer in the amounts and in accordance with the payment terms set forth in the Program Rule Attachment(s)

d. ***Non-Payment.*** In the event that Customer fails to make payment to EnerNOC for undisputed amounts due within the time period prescribed hereunder, EnerNOC may (i) immediately suspend Customer's access to the Solutions and all related services until payment is received by EnerNOC if payment is past-due by more than ten (10) business days; (ii) offset unpaid amounts due against any demand response payments to Customer; and/or (iii) terminate this SOW if Customer's non-payment continues for more than thirty (30) days following date of written notice of non-payment from EnerNOC. Such remedies are in addition to any legal or equitable remedies available to EnerNOC.

5. Customer Support Requirements.

a. ***Representations and Warranties.*** Customer holds all applicable licenses and/or permits not otherwise facilitated by EnerNOC pursuant to the Agreement that are required for the proper participation in the Program, including any local licenses and/or permits necessary to utilize on-site electric generation.

b. ***Demand Response Performance.*** Customer has the intent and ability to generate and/or reduce electrical demand to achieve Accepted Capacity at each Site Address when notified by EnerNOC during Demand Response Events. Customer and EnerNOC understand that the curtailable electrical capacity identified in the Site Address Attachment does not represent Accepted Capacity and is solely the Parties' best estimate of performance and that Accepted Capacity may vary.

c. ***General Support Requirements.*** Customer agrees to provide or cause to be provided to EnerNOC contact, billing and energy usage data, and facility information concerning each Site Address ("Customer Data") as is necessary to support the Solutions, including, but not limited to: (i) at least twelve (12) months of historical utility bills and supply contracts; (ii) any account/supply point data including, without limitation, account numbers, meter serial numbers, meter identifiers, and change of tenancy information; (iii) square footage, operating hours (including holiday schedules) and average occupancy for each Site Address; (iv) major heating ventilation and air conditioning equipment, lighting type used, and any other significant equipment for each Site Address; (v) a contact list for all key personnel; and (vi) a letter of authorization or such other form as may be necessary for EnerNOC to act on behalf of Customer and interface directly with Customer's utility companies. Customer (x) represents that it has the right to provide Customer Data to EnerNOC and will provide Customer Data to EnerNOC in compliance with applicable legal requirements; (y) authorizes EnerNOC to use, copy, store, modify and display Customer Data for Customer's benefit and as expressly set forth in Section 5 of the EMA; and (z) authorizes EnerNOC to access Customer Data to provide quality assurance, perform software maintenance, and deliver customer service and technical support. During the SOW Term and for thirty (30) days following expiration or termination of this SOW, EnerNOC will preserve and maintain Customer Data. Thereafter, EnerNOC will have no obligation to preserve or return any Customer Data.

6. General Terms.

a. ***Provider Limitation.*** Customer agrees not to contract with any other provider of the Solutions during the SOW Term.

b. ***Payments to Utilities or Other Suppliers.*** In no event shall EnerNOC or its affiliates, directors, employees and agents (collectively, the "Indemnified Parties") be responsible or liable for payment of any utility bill of Customer or any amount Customer may owe to any utility or other supplier. To the fullest extent permitted by law, Customer shall defend and indemnify, at its own expense, any third party claim against the Indemnified Parties, that arise due to any allegation that the Indemnified Parties are responsible for payment of any utility bill of Customer or a portion thereof, or any other amounts due by Customer to any utility or other supplier. In connection with the foregoing indemnification obligations, Customer shall pay reasonable legal fees as incurred and such damages or costs as are finally awarded against EnerNOC or agreed to in settlement for such claim.

c. ***Termination.*** Either Party may terminate this SOW (i) in the event of the other Party's material breach of this SOW, provided that the breaching Party fails to cure the specific breach within thirty (30) days following date of written notice from the non-breaching Party specifying the purported breach; (ii) immediately upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the other Party's debts; (iii) if the Program is materially altered, suspended or ended; or (iv) with respect to a Program in accordance with the terms set forth in the Program Rule Attachment for such Program.

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IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this SOW by their authorized representatives as of the SOW Effective Date.

EnerNOC, Inc.		**Syracuse City**	
Name:	_____	Name:	Ryan Mills
Title:	_____	Title:	_____
Signature:	_____	Signature:	_____

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Program Rule Attachment A
Irrigation Load Control

1. **Program Description.** Rocky Mountain Power's ("RMP") Irrigation Load Control ("ILC") enables Program participants to receive revenue for being available to reduce electricity consumption when demand for electricity is high and system reliability is at risk.

2. **Program Rules.** The terms of this SOW will reflect ILC Program terms and conditions, which may be amended from time to time by RMP, and the current terms of which are summarized in the table below:

Program Availability	The Program year will run from June 1 through September 30 ("Program Year"). During the Program Year, Program events ("Program Events") may be called (i) between the nearest Monday on or before June 15 and the nearest Friday on or after August 15, yielding ten (10) weeks ("Program Period") and (ii) during non-holiday weekdays from 12:00 p.m. to 8:00 p.m. Mountain Time ("Program Hours"). In addition, RMP may call voluntary events during the Program Year, ("Voluntary Events") that are outside Program Hours, the Program Period, or in excess of the maximum event frequency for a given Program Period. Customer's performance during Voluntary Events will not impact the calculation of Customer's Delivered Capacity, but Customer will earn Energy Payments as defined in Section 4(a)(ii) below in accordance with Customer's performance during any Voluntary Events. Program Events, Voluntary Events, and Test Events (as defined below) are collectively referred to herein as "Demand Response Events."
Program Enrollment	Enrollment for the Program takes place daily during the Program Year.
Event Trigger	Program Events may be called at RMP's discretion, and they are typically coincident with emergency conditions or peak demand on the electric grid.
Advanced Notification	Customers will be notified the day before a Program Event. Notification will specify the clock time at which the Program Event will begin (the "Event Start Time") and may also include the best estimate of the clock time that a Program Event will end (the "Event End Time"). Customers may be notified of Voluntary Events on the day of the Voluntary Event.
Event Frequency & Duration	There is a maximum of twenty (20) Program Events in a Program Period, with event duration ranging from a minimum of one (1) hour to a maximum of four (4) hours. There is a maximum of one (1) Program Event per day, twelve (12) hours per week and fifty-two (52) hours for the Program Period. Voluntary Events are not subject to the foregoing frequency and duration limitations.
Testing	During each Program Year RMP may schedule one test event (a "Test Event") having a duration of no more than one (1) hour. Test Events will not count towards the Program Event limitations set forth above or payments.

Customer shall be considered enrolled in the Program and eligible to earn demand response payments as of the date indicated in the Program enrollment notification sent by EnerNOC to Customer; provided that Rocky Mountain Power has approved enrollment.

3. **Customer Capacity.**

   a. ***Accepted Capacity.*** For the purposes of this SOW, "Accepted Capacity" shall be the average of electric demand as measured by the ESS and as calculated during all Program Hours over the course of the Program Period, excluding Program Event days. An estimate of Accepted Capacity shall be determined based on analysis of Customer operations, consumption data and acceptance testing. Customer agrees that the Accepted Capacity may be adjusted by EnerNOC in the future to reflect Program rules, regulations and/or other relevant information.

   b. ***Delivered Capacity.*** At the end of the Program Period, "Delivered Capacity" will be either (i) Accepted Capacity, if a Program Event has not been initiated during the Program Period, or (ii), shall be determined as the product of (i) Accepted Capacity and (ii) the Participation Factor (as defined below), in the event a Program Event has been initiated during the Program Period.

   c. ***Participation Factor.*** For purposes of this SOW, "Participation Factor" equals (i) the number of Program Events in which

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Customer performed, divided by (ii) the number of Program Events dispatched during the Program Period. Non-performance during a Program Event is considered to occur when Customer either (i) informs EnerNOC of non-participation in a specific Program Event, or (ii) does not reduce demand to 0 kilowatts for the duration of the Program Event. If there are greater than three (3) Program Events in a Program Period, the Participation Factor shall be proportional to the number of Program Events in which Customer performed. If there are three (3) Program Events in a Program Period, and Customer performs in at least one (1) Program Event, the Participation Factor shall be no less than 75%. If there are fewer than three (3) Program Events in a Program Period, the Participation Factor shall be no less than 75%.

4. **Payments.**

a. ***Payments to Customer.***

i. ***Capacity Payments.*** EnerNOC will pay the Customer $23.00 per kilowatt per Program Year, multiplied by the Delivered Capacity ("Capacity Payments"); provided that in the event the total sum of all Customers' Accepted Capacity enrolled in the Program during a given Program Year exceeds one hundred twenty-five (125) MW, Customer will be paid a bonus of $2.00 per kilowatt for such Program Year.

ii. ***Energy Payments.*** For Voluntary Events, EnerNOC will pay Customer 100% of Energy Payments available from RMP in connection with Customer responding to a Voluntary Event when notified by EnerNOC ("Energy Payments").

iii. ***Underperformance.*** In no event shall Customer be penalized for underperformance or non-performance, other than to have future payments reduced to reflect Delivered Capacity as described in Section 3(b) above.

b. ***Payment Timing.*** EnerNOC shall make all payments associated with Customer's participation in the ILC annually at the end of the Program Year, and such payment shall be made within forty-five (45) days of EnerNOC's receipt of total annual payment from RMP.

5. **Additional Terms.**

a. ***Load Shifting.*** Customer hereby acknowledges and agrees that as a condition to participation in the Program, Customer will not shift irrigation loads between Site Addresses served by RMP or change operating behavior for the express purpose of affecting Accepted Capacity or Delivered Capacity during the Program Period. In the event EnerNOC determines, in its sole discretion, that Customer is in violation of the foregoing covenant, EnerNOC may immediately terminate this SOW.

b. ***Program Participation.*** EnerNOC reserves the right to reduce Customer's Accepted Capacity to zero (0) kW and/or terminate this SOW in the event that either (i) capacity is not available in the Program for a given Program Period or (ii) Customer alters, disassembles, or disconnects an ESS.

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Site Address Attachment
Site Addresses

Site Name	Site Address	Enablement Fee	# of Meters	# of Ancillary Data Streams	Enablement Plan Required (Yes/No)?	Demand Response Program Attachment	Estimated Capacity (kW)
Syracuse City - Freeport Pumping Station	F1 Freeport Center Clearfield, Clearfield 84015	$0	0	0	No	A	203
Syracuse City - Jensen Pumping Station	3200 South Bluff Road Syracuse, UT 84075	$0	0	0	No	A	177
Syracuse City - Bluff Pumping Station	1801 South Bluff Road Syracuse, UT 84075	$0	0	0	No	A	203

Irrigation Load Control Earnings Estimate

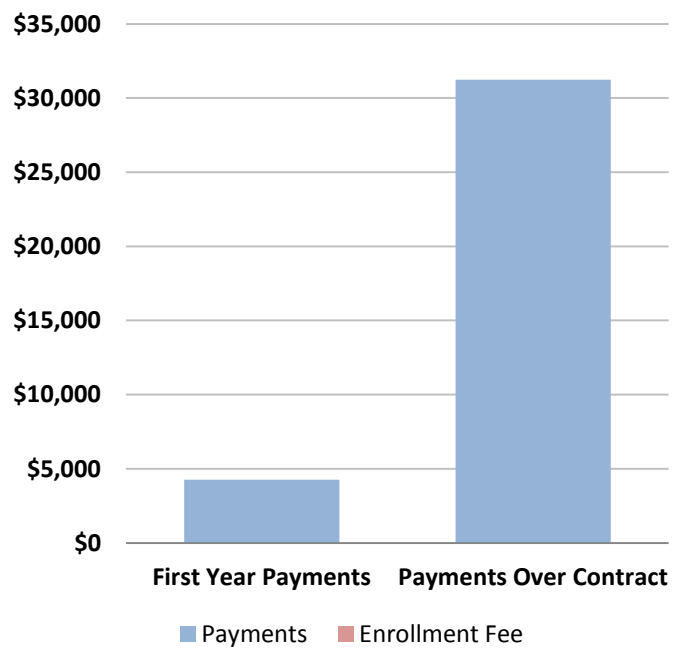
Prepared for:
Ryan Mills
Water Superintendent, Syracuse City
RE: Irrigation Load Control at Syracuse City

George Neble
Irrigation Account Manager
617-535-7492
gneble@enernoc.com

Total Demand Response Earnings Estimate: $31,236

Financial Benefit Including Equipment Installation: $51,236

Estimated Payments



Payment Detail

Payment Period (Years)	**7 years**
Electricity Reduction (kW)	**203 kW**
Average kW per Pump	**51 kW**
Expected Price per kW (including bonus)	**$21**
Estimated Annual Payment	**$ 4,259**
Estimated Annual Payment @ 80% availability	*$ 5,011*
Year 1 Capacity Payments	$4,259
Future Years Estimated Capacity Payments	$26,976
Total Expected Capacity Payments	**$31,236**
(One-time enrollment fee)	$0
Total Demand Response Payments	**$31,236**

Additional Considerations

Number of EnerNOC Site Server(s)	4
Value of EnerNOC Site Server(s)	$20,000

Additional Benefits

- **Free real time energy meters**
- **Free meter installation & maintenance**

- **Online access to your real time energy usage through the DemandSMART™ portal**

- **Protect your operation and your community**

- **Avoided electricity costs**

Estimated earnings estimate valid for 30 days. Final payments determined by average availability and participation at the end of each season.

Irrigation Load Control Earnings Estimate

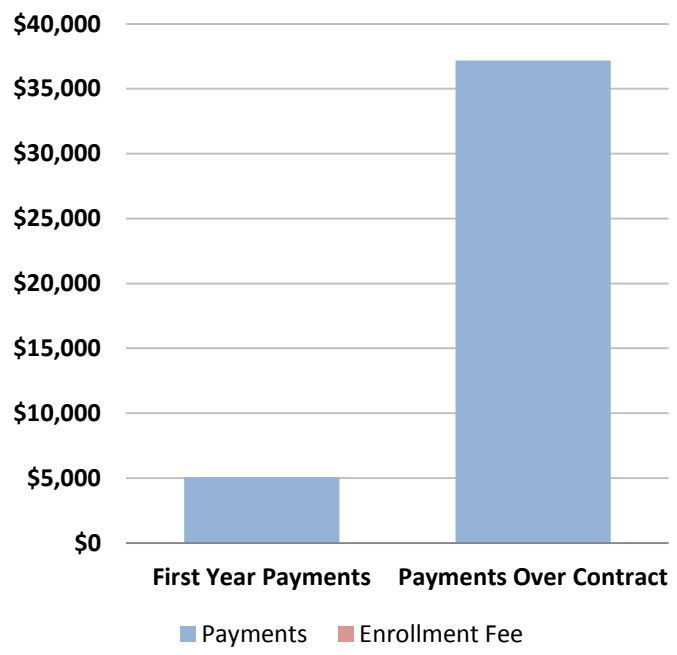
Prepared for:
Ryan Mills
Water Superintendent, Syracuse City
RE: Irrigation Load Control at Syracuse City

George Neble
Irrigation Account Manager
617-535-7492
gneble@enernoc.com

Total Demand Response Earnings Estimate: $37,186

Financial Benefit Including Equipment Installation: $47,186

Estimated Payments



Payment Detail

Payment Period (Years)	**7 years**
Electricity Reduction (kW)	**203 kW**
Average kW per Pump	**101 kW**
Expected Price per kW (including bonus)	**$25**
Estimated Annual Payment	**$ 5,071**
Estimated Annual Payment @ 80% availability	*$ 5,966*
Year 1 Capacity Payments	$5,071
Future Years Estimated Capacity Payments	$32,115
Total Expected Capacity Payments	**$37,186**
(One-time enrollment fee)	$0
Total Demand Response Payments	**$37,186**

Additional Considerations

Number of EnerNOC Site Server(s)	2
Value of EnerNOC Site Server(s)	$10,000

Additional Benefits

- **Free real time energy meters**
- **Free meter installation & maintenance**

- **Online access to your real time energy usage through the DemandSMART™ portal**

- **Protect your operation and your community**

- **Avoided electricity costs**

Estimated earnings estimate valid for 30 days. Final payments determined by average availability and participation at the end of each season.

Irrigation Load Control Earnings Estimate

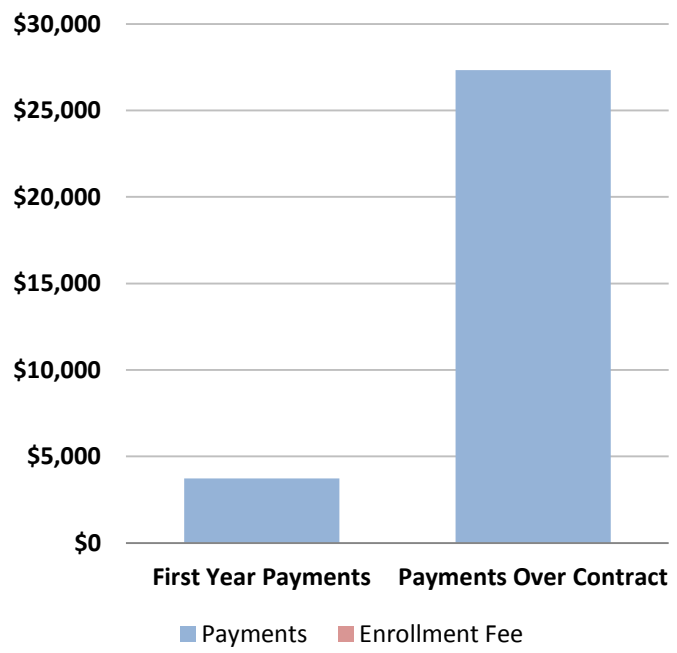
Prepared for:
Ryan Mills
Water Superintendent, Syracuse City
RE: Irrigation Load Control at Syracuse City

George Neble
Irrigation Account Manager
617-535-7492
gneble@enernoc.com

Total Demand Response Earnings Estimate: $27,331

Financial Benefit Including Equipment Installation: $37,331

Estimated Payments



Payment Detail

Payment Period (Years)	**7 years**
Electricity Reduction (kW)	**177 kW**
Average kW per Pump	**89 kW**
Expected Price per kW (including bonus)	**$21**
Estimated Annual Payment	**$ 3,727**
Estimated Annual Payment @ 80% availability	*$ 4,385*
Year 1 Capacity Payments	$3,727
Future Years Estimated Capacity Payments	$23,604
Total Expected Capacity Payments	**$27,331**
(One-time enrollment fee)	$0
Total Demand Response Payments	**$27,331**

Additional Considerations

Number of EnerNOC Site Server(s)	2
Value of EnerNOC Site Server(s)	$10,000

Additional Benefits

- **Free real time energy meters**
- **Free meter installation & maintenance**

- **Online access to your real time energy usage through the DemandSMART™ portal**

- **Protect your operation and your community**

- **Avoided electricity costs**

Estimated earnings estimate valid for 30 days. Final payments determined by average availability and participation at the end of each season.

COUNCIL AGENDA

January 13, 2015

Agenda Item **# 11** Award and authorize Administration to execute agreement with E.K. Bailey for 3000 West culinary and secondary waterline project.

Factual Summation

- Any question regarding this agenda item may be directed at Public Works Director Whiteley.
- Please see attached supporting documentation provided by Mr. Whiteley.

Recommendation

Authorize Administration to execute agreement with E.K. Bailey for 3000 West culinary and secondary waterline project.

January 6, 2015

Mr. Brody Bovero, City Manager
Syracuse City Corporation
1979 West 1900 South
Syracuse, Utah 84075

Re: Recommendation for Award of Contract
3000 West Culinary & Secondary Waterline Project

Dear Brody:

Enclosed is the bid tabulation for the bids opened January 6, 2015 for the above referenced project. This project will replace the old 4" secondary water main with a new 8" secondary water main and abandon an 8" culinary water main on 3000 West from 700 South north to the City border (200 South).
The low bidder and bid amount are as follows:

Low Bidder: E. K. Bailey Construction, Inc.
1243 North Washington Blvd
Ogden, Utah 84414
Telephone: (801)-645-0058
Bid Amount: $394,195.63
Engineer's Probable Cost Opinion: $570,000.00

We have reviewed the submitted bid from all bidders and recommend awarding the contract to E. K. Bailey Construction, Inc.

Sincerely,

Robert Whiteley
Public Works Director

MEMORANDUM

To: Mayor and City Council
From: Public Works Department
Date: January 6, 2015
Subject: Bid Award for 3000 West Culinary & Secondary Waterline Project

Background:
This culinary and secondary waterline project is one that was identified on our list presented to city council as a high priority due to the age and restrictions the existing undersized lines place on the system. This project will involve the replacement of an existing 4" secondary main with an 8" main and abandonment of an existing 8" culinary main on 3000 West from 700 South north to the City border (200 South).

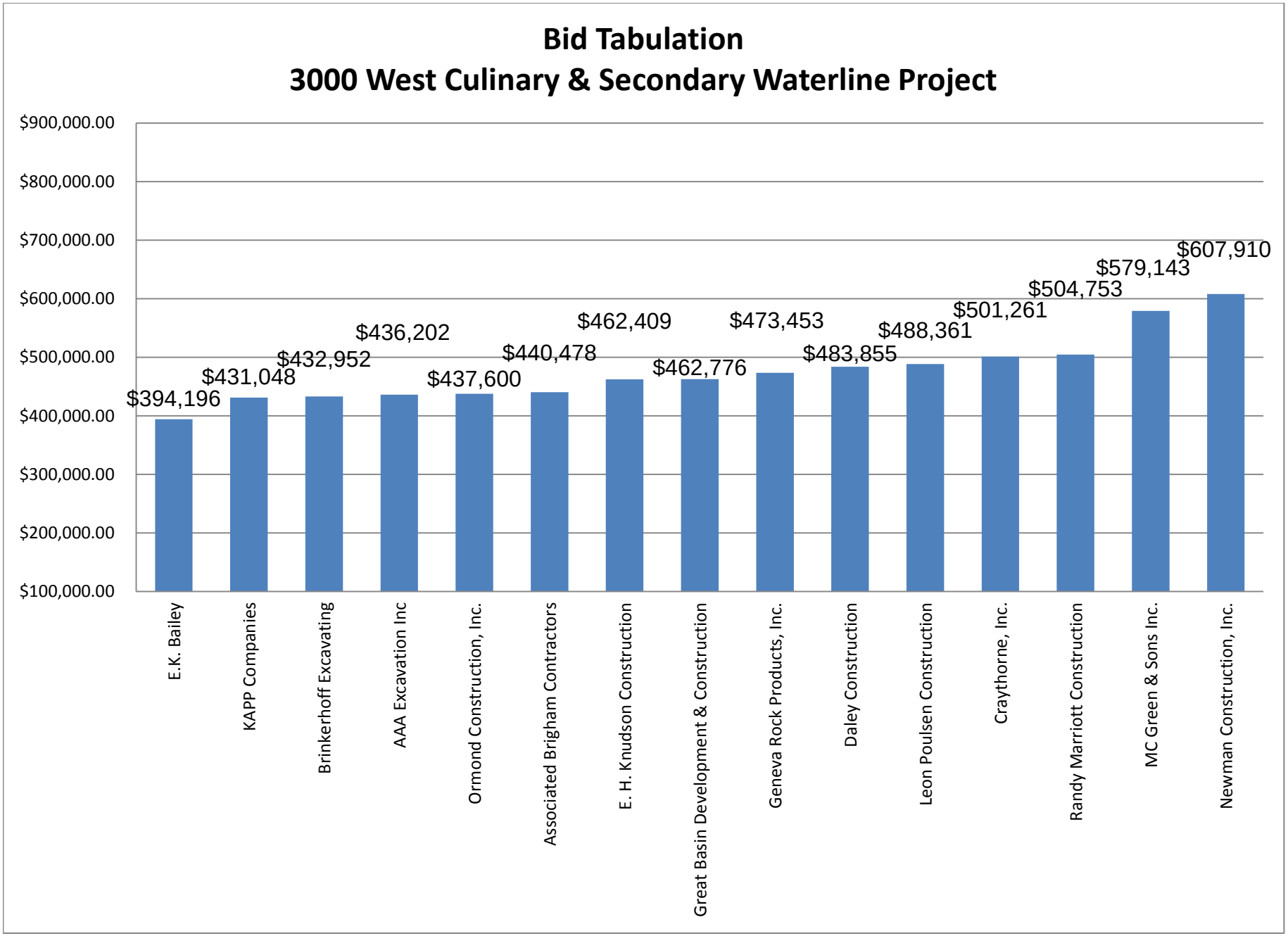
Public Works is pleased with the bid results and recommends awarding the project to E. K. Bailey Construction, Inc.

Schedule:
The construction will begin as soon as contract documents are in place and will be completed by early summer of 2015.

Cost:
The bid amount for the total project was $394,195.63 and the funding breakdown is as follows:

	Culinary Capital	Secondary Capital	Sewer Capital	
Total	$151,360.04	$236,033.87	$6,801.72	$394,195.63
Budget	$251,000.00	$410,000.00	$10,000.00	$671,000.00
Difference	$99,639.96	$173,966.13	$3,198.28	$276,804.37

Recommendation:
We recommend that the bid be awarded to E. K. Bailey Construction, Inc.


Bid Tabulation
3000 West Culinary & Secondary Waterline Project
$900,000.00
$800,000.00
$700,000.00
$600,000.00
$500,000.00
$400,000.00
$300,000.00
$200,000.00
$100,000.00
$394,196
$431,048
$432,952
$436,202
$437,600
$440,478
$462,409
$462,776
$473,453
$483,855
$488,361
$501,261
$504,753
$579,143
$607,910
E.K. Bailey
KAPP Companies
Brinkerhoff Excavating
AAA Excavation Inc
Ormond Construction, Inc.
Associated Brigham Contractors
E. H. Knudson Construction
Great Basin Development & Construction
Geneva Rock Products, Inc.
Daley Construction
Leon Poulsen Construction
Craythorne, Inc.
Randy Marriott Construction
MC Green & Sons Inc.
Newman Construction, Inc.

SYRACUSE CITY CORPORATION

3000 WEST CULINARY & SECONDARY WATERLINE PROJECT

SYRACUSE EST. CITY 1935

DECEMBER 2014

LAST UPDATED: DECEMBER 1, 2014

DRAWN BY: BB

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COVER

SYRACUSE EST. CITY 1935

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