



## SYRACUSE CITY

### Syracuse City Council Work Session Notice

March 27, 2012 – 6:00 p.m.

Large Conference Room

Municipal Building, 1979 W. 1900 S.

Notice is hereby given that the Syracuse City Council will meet in a work session on Tuesday, March 27, 2012, 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. Request to be on the agenda; Introduction to Community Covenant Program. (10 min.)
- b. Request to be on the agenda; Storybook Park Presentation by Cody Hawkes. (5 min.)
- c. Consideration of submitting an application for grant funding for System Optimization Review through Water SMART. (5 min.)
- d. Discuss agenda item #, Proposed Ordinance No. 12-03 amending various provisions of Title 10, the Land Use Ordinance, relating to animals. (5 min.)
- e. Discuss the appointment to the North Davis Sewer District. (5 min.)
- f. Siemens Streetlight Conversion Presentation. (5 min.)
- g. Review City Council Rules of Order and Procedure. (10 min.)
- h. Discussion regarding City Council calendar relative to the potential scheduling a Special Council Meeting/open house. (5 min.)
- i. Review draft rewrite of Title Four of the Syracuse City Code. (10 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 23<sup>rd</sup> day of March, 2012 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 March 23, 2012.

CASSIE Z. BROWN, CMC  
SYRACUSE CITY RECORDER



# COUNCIL AGENDA

March 27, 2012

**Agenda Item “a”**

**Request to be on the agenda; Introduction to  
Community Covenant Program. (10 min.)**

***Factual Summation***

- This item has been added to the agenda at the request of Lt. Simmons.
- Any questions regarding this item may be directed at Lt. Simmons or City Recorder Cassie Brown.
- Please see the attached letter provided by Lt. Simmons.



# COMMUNITY COVENANT

supporting those who serve

## Community Covenant Program Introduction

The Community Covenant Program is an initiative created in 2008 by the United States Army, designed to reach out to all military service members regardless of service branch. The intent of the program is to encourage cities and towns across the country to formally commit their support to service members (current and former) and military families residing within their communities. The initiative in Utah began in early 2010 with a Community Covenant Citation read on the floors of the Utah House and Senate.

An integral part of this formal commitment is tailoring each city, town, and county Community Covenant to the local level according to the needs of local service members and the desires of local leadership. Each Community Covenant is unique and can be as simple or complex as the leaders who create it want it to be.

Essentially, cities and towns are encouraged to form a collaborative group consisting of civic leaders, educators, law enforcement officials, religious representatives, health care providers, Veterans Service Organization leaders, local businesses, and other organizations of their choosing. The purpose of this collaborative group is to evaluate and decide on what the community can collectively do to support service members and their families.

Ideally, we'd like to see each city set up a volunteer military liaison position to keep elected, school, and law enforcement officials and local clergy aware of the service members in their area who are deployed, thus ensuring that families of service members are being well cared for. Such a liaison would be able to coordinate with the local community and also be educated on the benefits and programs that are available from the National Guard and other services.

As a culminating event to every Community Covenant, cities, towns, and counties are encouraged to create a document (The Community Covenant) that formally declares their commitment to supporting service members and their families. The document is typically signed during a ceremony that can be as big or small as the community leaders want to make it, and will include signatures of key leaders or organizations within the community. We suggest that local media and community members be invited to take part in the ceremony. Also, we want to make sure that veterans of past wars and retired service members also be included in the ceremony, as well as in the planning of the actual Community Covenant, to remind them that their sacrifices are not forgotten.

We have many resources and will provide guidance for this program, but it is our hope that individual communities will become excited about the program and pool their collective resources and creativity to shape their Community Covenant to the unique needs of their community and give it a local touch. We believe the Community Covenant initiative can lead to increased awareness and support for military service members in each of Utah's cities, towns, and counties, as well as to increased patriotism and devotion to community and country.

We appreciate your willingness to read about the Community Covenant Program. Please feel free to email or call me if you have further questions.

With utmost respect,

1LT Simmons  
801-380-1378  
[Joseph.earl.simmons1@us.army.mil](mailto:Joseph.earl.simmons1@us.army.mil)

1LT Casey Staheli  
435-229-2360  
[casey.staheli@us.army.mil](mailto:casey.staheli@us.army.mil)

“Taking care of  
family matters,  
because families  
matter”

UTAH NATIONAL GUARD  
FAMILY PROGRAMS  
[WWW.ut.ngb.army.mil/family](http://WWW.ut.ngb.army.mil/family)





# COUNCIL AGENDA

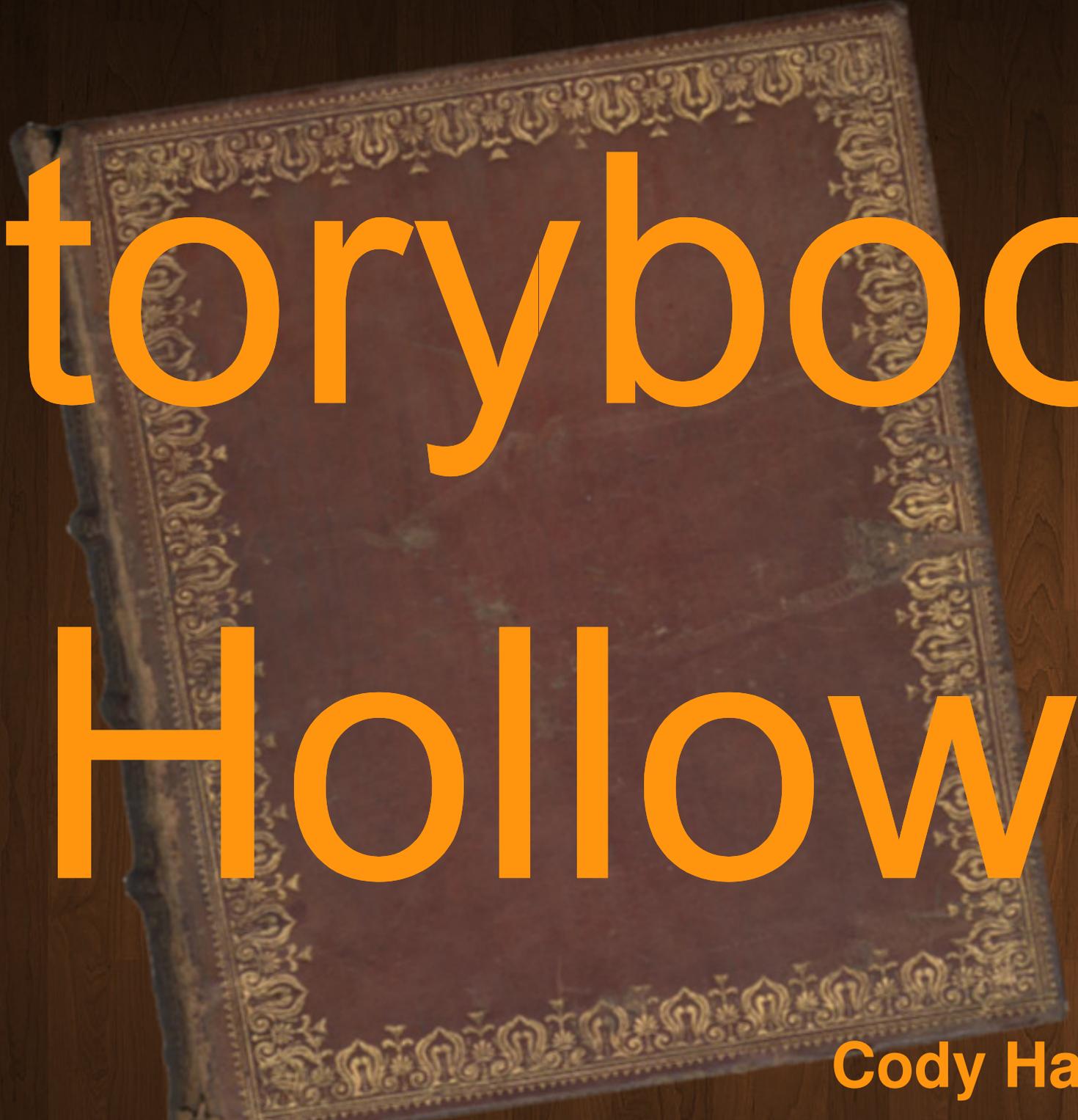
March 27, 2012

**Agenda Item “b”**

**Request to be on the agenda; Storybook Park  
Presentation. (5 min.)**

***Factual Summation***

- This item has been added to the agenda at the request of Cody Hawkes.
- Any questions regarding this item may be directed at Cody Hawkes or City Manager Bob Rice.
- Please see the attached presentation provided by Cody Hawkes.



Storybook

Hollow

Cody Hawkes

# Fairytale Town

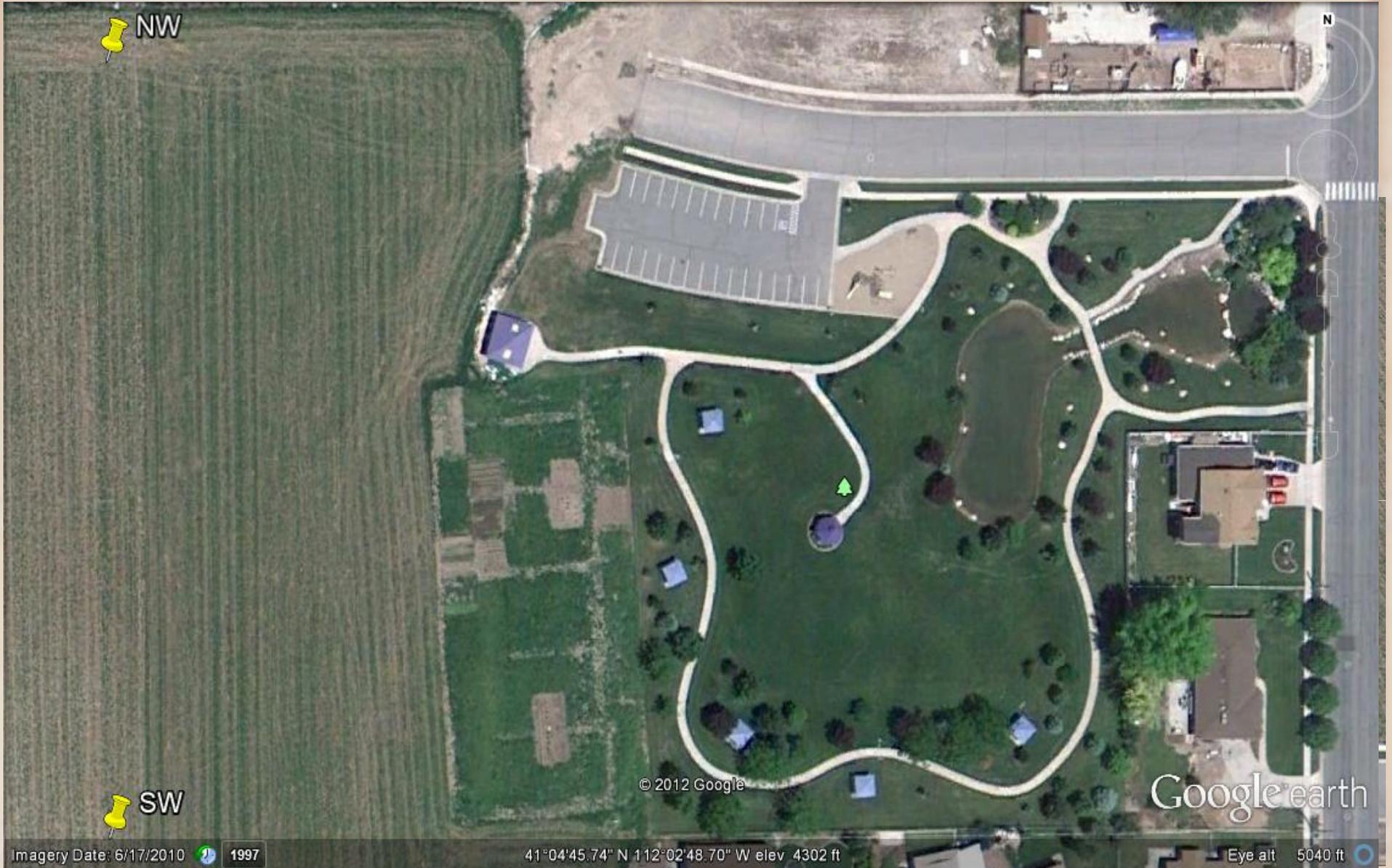
1959 FIFTY YEARS 2009



Welcome to a  
place where kids  
of all ages can  
enter their favorite  
book and become  
a part of the story!



At the heart of the park stand a majestic castle reminiscent of Hogwarts.  
The park would be full of interactive, imaginative  
displays everyone could enjoy.



Legacy Park 1000 W. 2325 S



The stage would double as a backdrop for movies in the park.

Other events could include battle of the bands and concerts in the park.





Art in the park  
and Story  
book festivals  
bring the park  
to life in the  
summer.

Costume parades  
and other fun  
activities at all  
different holidays.



**Dr Seuss**

**Harry Potter**

**Where the Wild Things Are**

**Are you my mother?**

**Click Clack MOO**

**Chicka Chicka Boom Boom**

**James and the Giant**

**Peach**

**J.R.R. Tolkien**

**The Hunger Games**

**The Polar Express**

**Diary of a Wimpy Kid**

**Alice in Wonderland**

**No David**

**Sandra Boynton**

**Fablehaven**

**Eragon**

**Mother Goose**

**Fairytales**

**Charlotte's Web**

**Winnie the Pooh**

**Curious George**

**Treasure Island**

**Animalia**

**Where's Waldo**

**The Magic Treehouse**

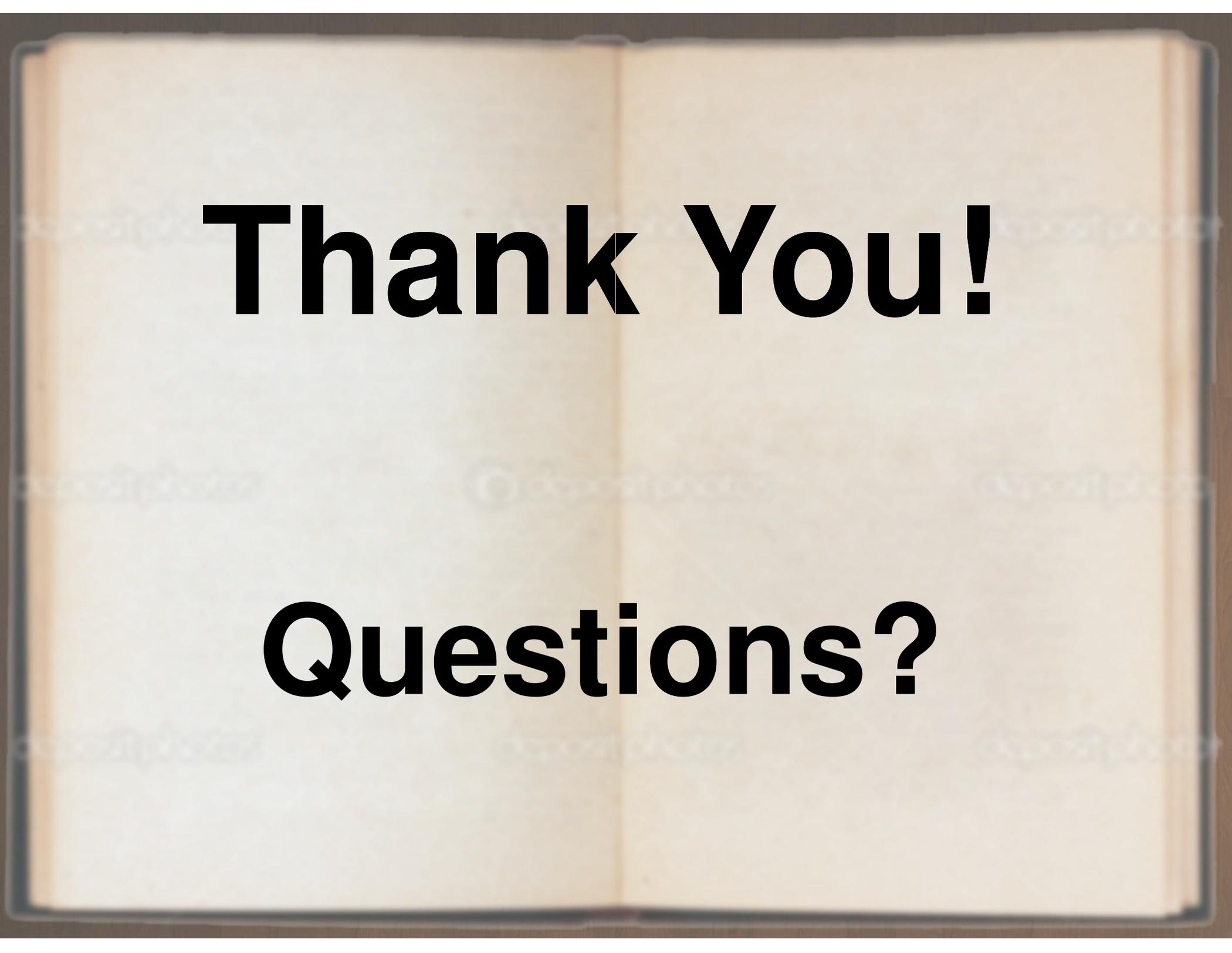
**The Magic School Bus**

**Chronicles of Narnia**

**The Boxcar Children**

**Caps For Sale**

**Busy Town**

An open notebook with two blank, cream-colored pages. The notebook has a dark cover visible around the edges. The text is centered on the pages.

**Thank You!**

**Questions?**



# COUNCIL AGENDA

March 27, 2012

## Agenda Item “c”

### **Consideration of submitting an application for grant funding for System Optimization Review through Water SMART. (5 min.)**

#### *Factual Summation*

- Any questions regarding this item may be directed at Cindy Gooch or Public Works Director Robert Whiteley.
- Please see the attached information provided by Robert Whiteley.

#### *Memorandum*

In a proactive effort to optimize the distribution and energy costs of our secondary water system, we are anticipating an opportunity that may arise for grant funding that would assist with a review of the current operating system and provide recommendations to improve efficiencies in the long term. The final product would be a report identifying specific improvements that will lead to improved water management in our water system and a plan of action for implementing the recommendations described in the report.

This grant is funded through the water SMART (Sustain and Manage America’s Resources for Tomorrow) program established by the U.S. Bureau of Reclamation. It is a 50% match with a cap of \$300,000. The opportunity to submit an application for this grant typically occurs this time of year. Once an application is prepared, it must be reviewed by the city council and be supported with a resolution.

We have provided some information concerning the grant in order to introduce the city council to the potential opportunity. We are asking the council for direction whether this is a grant that the council would like to pursue once the opportunity becomes available.

With the uncontrolled rising costs of energy used to power our pumps, as well as water delivery costs, on top of operation and maintenance costs, it is our suggestion that we look for ways to improve efficiencies in order to continue to maintain a low cost service to our citizens now and in the future.



**Mayor**  
Jamie Nagle

**City Council**  
Brian Duncan  
Craig Johnson  
Karianne Lisonbee  
Douglas Peterson  
Larry D. Shingleton

March 8, 2012

There is an opportunity to apply for a System Optimization Grant (SOR) from the U.S. Department of the Interior's WaterSMART program (Sustain and Manage America's Resources for Tomorrow). This is administered through the U.S. Bureau of Reclamation. The purpose of the grant is to focus on improving water and energy efficiency throughout a system.

A WaterSMART System Optimization Review is an analysis of system-wide efficiency that focuses on improving the effectiveness and operations of a delivery system, district, or watershed. The SOR results in a plan of action that focuses on future water management improvements. Improvements that are recommended in the SOR may then be eligible for funding under WaterSMART Water and Energy Efficiency Grants or other WaterSMART Grant categories.

A Review contains the following steps:

- Information Gathering - Gather existing information about the system
- Collect New Data (if necessary)
- Identify Issues and Priorities - Identify water management improvements to be addressed by the recipient
- Set Goals- Establish goals to conserve and use water more efficiently, increase the use of renewable energy and improve energy efficiency, protect endangered and threatened species, facilitate water markets, or carry out other activities to address climate-related impacts on water or prevent any water-related crisis or conflict
- Identify and Evaluate Potential Improvement - Identify potential projects, including costs and benefits
- Define a Plan of Action - Recommend a sequence and strategy for implementation of improvements
- Prepare a Final Report - Identifies specific improvements that will lead to improved water management within the applicant's delivery system and includes a plan of action for implementing the proposed recommendations

Applicants must:

- Be a State, Indian tribe, irrigation district, water district, or other organization with water or power delivery authority
- Be able to provide 50/50 cost-share. Up to \$300,000 in Federal cost-share will be available per project.
- Be able to complete the SOR within 24 months



# COUNCIL AGENDA

March 27, 2012

## Agenda Item “d”

**Proposed Ordinance 12-03 amending various provisions of Title 10, the Land Use Ordinance, relating to animals.**

### *Factual Summation*

- Any questions regarding this item may be directed at Community Development Director Mike Eggett.
- Please see attached supporting documentation.



**Mayor**  
Jamie Nagle

**City Council**  
Brian Duncan  
Craig Johnson  
Karianne Lisonbee  
Douglas Peterson  
Larry D. Shingleton

**City Manager**  
Robert D. Rice

### ***Factual Summation***

- Any questions regarding this items may be directed at City Planner Kent Andersen
- See the attached proposed changes to Title 10 Chapter 6 General Land Use Regulations – Animals
- See the attached Ordinance No. 12-03
- See the attached dissenting opinions from two Syracuse City Planning Commissioners
- See the attached Davis County Ordinance

## **MEMORANDUM**

**To:** Mayor and City Council

**From:** Community & Economic Development Department

**Date:** March 27, 2012

**Subject:** Proposed changes to Title 10 Chapter 6 Section 040 Animals

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### **Background**

On September 27, 2011, staff presented a recommendation to the City Council for approval from the Planning Commission for an amendment to the Animal Ordinance to include pigeons in the point table as well as a small language change. At the September 27 meeting, City Council discussion moved beyond the changes presented and requested that staff and Planning Commission include additional changes such as a point allocation for quarter-acre lots, an example of the use of the point system, etc.

During the period in which staff and Planning Commission was formulating additional recommendations to the Animal Ordinance, Davis County informed staff that the County was considering making changes to the County Animal Ordinance. Davis County requested City staff to hold onto any changes to the Syracuse Animal Ordinance until Davis County was able to make their changes. Davis County also requested that Syracuse amend the Animal Ordinance to mirror the County Ordinance to ease the burden on County animal enforcement officers of knowing every city animal ordinance. Syracuse City is under no obligation to make this change and Davis County has reflected that they will continue to enforce our ordinance as written. On January 3, 2012, Davis County Commissioners approved the attached amendment to the County

Animal Control Ordinance, which went into effect on January 24, 2012. Primary changes includes: addition of cat registering and licensing requirements, allowance of maximum of three cats and dogs in any combination, if a third dog is owned the dog must be acquired from a legitimate animal shelter, etc. If the Syracuse City Ordinance does not address a specific issue, then the County Ordinance then the State Ordinance is applicable.

### **Consideration of an Amendment to the Cluster Subdivision Ordinance**

On February 7, 2012, the Syracuse City Planning Commission held a public hearing regarding the proposed amendments to the Animal ordinance, in which comments were received. At that time, the Syracuse City Planning Commission chose to table the approval of the animal ordinance so that additional changes could be included. On February 22, 2012, the Syracuse City Planning Commission approved recommendation to the Syracuse City Council the attached amendments to Title Ten, Chapter 6, General Land Use Regulations within the Syracuse City Code.

This amendment includes the following: addition of a point allocation to lots that are a quarter of an acre or larger, examples of use of the point system and square footage conversion, reclassification of large animals, addition of a small fowl group in the points table, maintain that no more than two of the same species for household pets shall be kept, a limit on the maximum number of dogs a kennel permit allows, an additional exception to the point system, language regarding the harvesting of farm animals, the exemption of service animals from number of animals allowed through the use of a minor conditional use permit, a few definition changes, and other minor changes (see attached changes). Two dissenting opinions from Syracuse City Planning Commissioners have also been provided and are subsequently attached.

At the February 28, 2012 City Council Work Session, additional comments were received.

At the March 13, 2012 City Council Work and Regular Session, additional comments were received. Therefore, these additional changes are highlighted in yellow in the attached proposed changes.

### **Recommendation**

The Community & Economic Development Department hereby recommends, following recommendation from the Syracuse City Planning Commission, that the Mayor and City Council amend Title Ten, Chapter Six General Land Use Regulations - Animals within the Syracuse City Code to reflect attached Ordinance No. 12-03.

# TITLE X

## CHAPTER 6

### GENERAL LAND USE REGULATIONS

10-6-010: Effect of Chapter

10-6-020: Regulations for Buildings and Structures

10-6-030: Regulations for the Use of Land

10-6-040: **Farm Animals Keeping**

10-6-050: Lot and Yard Regulations

10-6-060: Miscellaneous Requirements and Provisions

10-6-070: Shade Trees

10-6-080: Buffer Yards

10-6-090: Agriculture Protection Areas

10-6-100: Conditional Uses

10-6-040: ANIMALS.

(A) Animal Clinics. Such facilities shall require sound-proof walls, if a part of a larger commercial building, and receive site plan approval. Clinics utilizing single-tenant buildings shall locate no closer than one hundred (100) feet from any residential dwelling unless it also incorporates sound-proof walls. (Ord. 11-02)

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(B) Animal Hospitals. Such facilities shall receive site plan approval and locate no closer than two hundred (200) feet from any residential dwelling. (Ord. 11-02)

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1. Animals taken outside the building to the exercise runs shall have continuous supervision by an employee of the facility. (Ord. 11-02)
2. Hospitals shall be no closer than two hundred (200) feet to any adjacent primary structure, constructed with sound-proof walls, and comply with Table D for Buffer Yards. (Ord. 11-02)
3. The lot-size requirement for such facilities shall be no less than one (1) acre. (Ord. 11-02)
4. The property shall provide one-half (1/2) a parking space for each animal housed at the facility. (Ord. 11-02)
5. Site plan shall include means for controlling dust, odor, and insects for the outdoor exercise runs, location of all existing and proposed structures, utilities, and landscaping. (Ord. 11-02)

(C) Farm Animal Keeping.

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1. Definitions:

Comment [KA1]: Alphabetize

~~LIVESTOCK. Any normally domesticated animal that is not a cat or dog, such as cattle, sheep, goats, mules, burros, swine, horses, geese, ducks, turkeys, etc. Domesticated cattle, sheep, goats, turkeys, swine, equines, camelidae, ratites, bison, elk, or any domesticated nonhuman vertebrate creature, domestic furbearer, or domestic poultry, raised, kept, or used for agricultural purposes.~~ (Ord. 06-17)

ADEQUATE FENCING. At a minimum, mesh, barbed wire, chain link, rail, or post fencing or metal-fence panels. (Ord. 06-17)

~~FARM INDUSTRY. Generally all phases of farm operation including, but not necessarily limited to, the keeping and raising of farm animals and/or fowl for domestic or commercial use, e.g. such as fur farms, livestock feed yards, pig farms, dairy farms, stables, ranches, and similar uses as well as any and accessory uses thereof, except commercial slaughter.~~ (Ord. 06-17)

Comment [KA2]: Changes reflect Chapter 2 definition. Only allowed in A-1 on a minimum of 5 acres

~~FARM ANIMAL KEEPING. The keeping of animals or fowl, such as commonly used for food or fiber production or as a beast of burden, for commercial purposes or for recreational pleasure.~~ (Ord. 06-17)

Comment [KA3]: Permitted in A-1 and R-1

~~2. In residential and agricultural zones where permitted, animals and fowl may be kept for family use outside the dwelling provided that all pens, barns, coops, stables, corrals, and other similar enclosing structures to keep animals or fowl shall be not less than fifty (50) feet from dwellings on adjacent lots, not less than twenty (20) feet from a dwelling on the same lot, and not less than one hundred fifty (150) feet from a public street, except on corner lots where such structures shall be not less than fifty (50) feet from a public street. In residential zones where animal keeping is a permitted or conditional use, there shall be a minimum lot size of twenty-one thousand seven hundred eighty (21,780) square feet, and all animal keeping guidelines shall be in accordance with the provisions as outlined in this Section of the Title. The number of animals or fowl permitted shall be governed by the following schedule except that dependent young may be kept in addition to these numbers:~~

~~(a) In residential zones where animal keeping is a permitted use, each lot containing twenty-one thousand seven hundred eighty (21,780) square feet shall have an allocation of forty (40) points with an additional accrual of ten (10) points for each ten thousand eight hundred ninety (10,890) square feet thereafter. (Ord. 06-17) (Ord. 08-07) (Ord. 11-02)~~

~~(b) In residential zones where animal keeping is a conditional use, each lot containing twenty-one thousand seven hundred eighty (21,780) square feet shall have an allocation of twenty (20) points with an additional accrual of ten (10) points for each ten thousand eight hundred ninety (10,890) square feet thereafter. Such square footage calculations shall not include the square footage of structures located on the premises nor the square footage of the front yard. (Ord. 08-07)~~

2. Farm Animal Keeping. In residential and agricultural zones where permitted, farm animals and fowl may be kept for family use outside the dwelling. All animal keeping guidelines shall be in accordance with the provisions as outlined in this Section of the Title. All farm animals and fowl shall be kept within the subject property unless under direct supervision and control of the property owner or designee. The number of animals or fowl permitted shall be governed by the following schedule except that dependent young may be kept in addition to these numbers:

**Comment [KA4]:** To avoid confusion, this is a rewrite of the above deleted section. This was done to clarify separate pen, coops, etc. setbacks depending on the size of the lot, as well as the points allocated.

(a) A-1 Agriculture and R-1 Residential Zones with Lots Containing a Minimum of 21,780 Square Feet. In zones where farm animal keeping is a permitted use, each lot containing a minimum of twenty-one thousand seven hundred eighty (21,780) square feet shall have an allocation of forty (40) points with an additional accrual of one (1) point for each one thousand eighty nine (1,089) square feet thereafter.

[Example, using schedule below: A lot size of twenty-one thousand seven hundred eighty (21,780) square feet, would have an allocation of forty (40) points which would allow one (1) horse for twenty (20) points and two (2) goats for ten (10) points each or two (2) horses for twenty (20) points each.]

With lots containing twenty-one thousand seven hundred eighty (21,780) square feet, farm animals may be kept provided that all pens, barns, coops, stables, corrals, and other similar enclosing structures to keep animals or fowl shall be not less than fifty (50) feet from dwellings on adjacent lots, not less than twenty (20) feet from a dwelling on the same lot, and not less than one hundred fifty (150) feet from a public street, except on corner lots where such structures shall be not less than fifty (50) feet from a public street.

(b) A-1 Agriculture and R-1 Residential Zones with Lots Containing a Minimum of 10,890 Square Feet. In zones where farm animal keeping is a permitted use, each lot containing a minimum of ten thousand eight hundred ninety (10,890) square feet shall have an allocation of twelve (12) points with an additional accrual of one (1) point for each one thousand three hundred sixty one (1,361) square feet thereafter.

[Example, using schedule below: A lot size of ten thousand eight hundred ninety (10,890) square feet, would have an allocation of twelve (12) points which would allow one (1) goat for ten (10) points and one (1) rabbit for two (2) points or two (2) turkeys for five (5) points each and a pigeon for two (2) points.]

With lots containing a minimum of ten thousand eight hundred ninety (10,890) square feet with and less than twenty-one thousand seven hundred eighty (21,780) square feet, farm animals may be kept provided that all pens, barns, coops, stables, corrals, and other similar enclosing structures to keep animals or fowl shall be not less than twenty five (25) feet from dwellings on adjacent lots, not less than ten (10) feet from a dwelling on the same lot, and not less than seventy five (75) feet from a public street, except on corner lots where such structures shall be not less than twenty five (25) feet from a public street.

(c) To determine the square footage of a lot, use the following conversion:  
Square footage = 43,560 x (lot size in acreage)  
Example: 1/4 (0.25) acre lot  
43,560 x (0.25) = 10,890 square feet

(ed) Farm Animals shall have points assigned to them based on the following groups:

|      |                                                                                           |                                |
|------|-------------------------------------------------------------------------------------------|--------------------------------|
| i.   | Large animals such as horses, <del>llamas, emus, ostriches</del> or cows (Ord. 06-17)     | Twenty (20) points each        |
| ii.  | Medium animals such as sheep, <del>or goats, llamas, emus or ostriches</del> (Ord. 08-07) | Ten (10) points each           |
| iii. | Large fowl such as turkey or geese (Ord. 08-07)                                           | Five (5) points each           |
| iv.  | <del>Small fowl such as pheasant, pigeons, ducks or hens</del>                            | <del>Two (2) points each</del> |
| iv.  | Small animals <del>and fowl</del> such as rabbits or <del>pygmy goat</del> chickens       | Two (2) points each            |
| vi.  | Pigs (provided their pens are at least two hundred (200) feet from neighboring dwellings) | One Hundred (100) points each  |

Exception 1: This provision shall not apply to certified breeds of potbellied pigs with the North American Potbellied Pig Association. (1998) (Ord. 06-17)

~~Exception 2: In zones where farm animal keeping is a permitted use, the point total shall not include the counting of the first six (6) hens or six (6) rabbits, or a combination of both not exceeding six (6).~~

(de) Animal owners shall contain animal waste runoff water from paddocks or stables so as not to contaminate residential water resources, public rights of way, or adjacent properties. (Ord. 06-17)

~~(f) In residential and agriculture zones, harvesting of livestock and non-commercial slaughter shall be conducted within the rear yard of the lot or in an enclosed building in an area not visible from the street or neighboring properties and shall be done in accordance with accepted animal husbandry practices or customary farming practices.~~

~~Syracuse City refers to State Code for additional laws regulating animal cruelty. See Title 6 of this Ordinance for reference to Davis County Animal Control Ordinance.~~

(D) Dog Kennel Regulations. Parcels or lots with three (3) or more dogs four (4) months old or older are considered kennels and shall require a conditional use permits. The Land Use Authority shall review each request separately on its own merits. ~~The Land Use Administrator and~~ may revoke a kennel conditional use permit as set forth in 10-3-080. In no case shall a residential kennel permit be for more than four (4) dogs. (Ord. 08-07) (Ord. 11-02)

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1. Owners of kennels shall obtain licensing for each dog from Davis County Animal Control and comply with all adopted animal-control regulations not addressed in this Title. (Ord. 11-02)

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2. All pens, runs, shelters, or similar structures housing dogs in Agriculture and Residential Zones for residential kennels shall be no less than one hundred (100) feet from neighboring or abutting dwellings. (Ord. 11-02)

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3. In order to qualify for a residential kennel, to have a third dogs, four (4) months old or older, on a residential lot the dogs' owner(s) shall acquire approval for a minor conditional use permit. (Ord. 08-07) (Ord. 11-02)

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**Comment [KA5]:** Currently only allowed in A-1, R-1, & R-2

4. ~~Kennels for commercial purposes shall keep a~~ All pens, runs, shelters, or similar structures housing ~~the~~ dogs for commercial kennels shall be no less than two hundred (200) feet from a public street and at least two hundred (200) feet from all neighboring or abutting dwellings, and the owner of the parcel or lot shall acquire approval for a major conditional use permit. (Ord. 11-02)

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5. Commercial kennels shall be located on a minimum of five (5) acres and must receive a minor conditional use permit site plan approval. (Ord. 11-02)

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(E) Household Pets. Property owners may keep dogs, cats, small animals and fowl as household pets in residential zones subject to the following conditions: (Ord. 06-17)

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1. Dogs, cats, small A animals ~~and~~ fowl shall be kept in pens, or otherwise secured, unless housed within the dwelling unit.

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2. No more than two (2) of the same species shall be kept, excluding dependent young.

3. In no case shall there be more than four (4) small animals or fowl kept as household pets. In no case shall there be more than two (2) dogs kept, unless a kennel permit is acquired, and no more than four (4) cats kept as household pets.

**Comment [KA6]:**  
See Section 6.12.060 of the County ordinance below. Allows three (3) cats or dogs of any combination, but if you want a third dog it must have been acquired from a legitimate "animal shelter"  
  
[Section 6.12.060 of the Davis County Code reads "No person or persons at any one (1) residence within the jurisdiction of this title shall at any one (1) time own, harbor, license, or maintain more than three (3) cats and dogs in any combination. A person may only own, harbor license, or maintain three (3) dogs if one of the dogs has been acquired from a legitimate animal shelter, as the term "animal shelter" is defined in the Utah Animal Welfare Act."]

4. All pens, coops, and structures shall be kept clean and free from objectionable odor and waste. (Ord. 08-07)

5. Dogs, cats, small A animals ~~and~~ fowl allowed shall be those species normally stocked and available at a State licensed pet store. (1999)

6. Dogs require registering and licensing with Davis County according to County ordinance. Cats do not require registering and licensing.

7. Service animals (any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability) are considered exempt from the number of animals allowed by this ordinance. To be eligible for this exemption, an owner must apply for a minor conditional use permit

and provide proof of National Service Animal Registry for each qualifying animal.

(F) Stables, Public. (Ord. 11-02)

1. Stables shall require a minimum of four (4) acres.
2. The number of animals shall be no more than four (4) per each acres of property in the stable use.
3. The property shall provide one-half (1/2) of a parking space for each animal housed at the facility.
4. Property owners shall provide toilet facilities and shall maintain such facilities in a sanitary condition.
5. The applicant shall submit a plan to the Land Use authority for control of dust, odor, and insects.
6. The applicant shall submit a site plans showing the location of all existing and proposed structures and utilities and landscaping.
7. All utilities servicing the stable shall be underground.
8. No stable shall be located within two hundred (200) feet of any residential dwelling unit.
9. Public access to the facility shall be from dawn to dusk.
10. Horse exercise areas such as working yards, walker equipment areas, or paddocks shall use dust control by means of constructed water delivery systems or chemically treated exercise surface areas.

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(G) Vietnamese Potbellied Pigs. Vietnamese Potbellied Pigs shall be considered household pets for the purposes of this Title and shall be allowed in any residential or agricultural zone subject to the following conditions:

- ~~(a)~~1. No more than two (2) pigs may be kept per household, together with dependent young up to four (4) months in age.
- ~~(b)~~2. The animals shall be purebred miniature Vietnamese potbellied pigs certified by the North American Potbellied Pig Association. The Land Use Authority may require proof of certification records as a condition of approval. (Ord. 06-17) (Ord. 08-07)
- ~~(c)~~3. The animals may not exceed one hundred (100) pounds in weight. (1994) (Ord. 06-17)

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(H) Rabbits and Hens. Residents may keep rabbits and hens outside the dwelling subject to the following conditions: (Ord. 08-07)

- ~~(a)~~1. The residents shall have no more than six (6) hens or six (6) rabbits, or a combination of both not exceeding six (6), excluding dependent young. (Ord. 08-07)

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~~(b)~~2. \_\_\_\_\_ The animals shall be kept in pens, coops, or contained in a fenced area. (Ord. 08-07)

~~(e)~~3. \_\_\_\_\_ All pens, coops, and cages shall be kept clean and free from objectionable odor and waste. (Ord. 08-07)

~~(d)~~4. \_\_\_\_\_ Roosters are not permitted in any residential zones, excluding R-1 Residential zone lots that have a minimum size of twenty-one thousand seven hundred eighty (21,780) square feet. (Ord. 08-07)

# TITLE X

## CHAPTER 6

### GENERAL LAND USE REGULATIONS

**10-6-100: CONDITIONAL USES.** The following conditional use shall comply with the applicable standards established herein and may be subject to additional regulations specific to the applicable zone. The zone specific provisions shall apply if a conflict exists between general and specific conditional use provisions. Each applicable zone establishes if the use is conditional or permitted. (Ord. 08-07) (Ord. 10-02) (Ord. 11-02) (Ord. 11-10)

(B) Major. The following conditional uses are major and require approval as established in Section 10-4-080: (Ord. 11-10)

8. ~~Farm Animal Keeping (See Section 10-6-040) (Ord. 08-07)~~

# TITLE X

## CHAPTER 2

### DEFINITIONS

**10-2-040: DEFINITIONS.** As used in this Title, the words and phrases defined in this Section shall have the following meanings unless the context clearly indicates a contrary meaning. Words not included herein but defined in the Building Code shall be construed as defined therein. (Ord. 08-07)

FARM ANIMAL KEEPING: The keeping of animals and fowl, ~~for family use, such as commonly used for food or fiber production or as a beast of burden, for recreational pleasure.~~

**Comment [KA7]:** Matching Chapter 6 definition

**ORDINANCE NO. 12-03**

**AN ORDINANCE OF THE SYRACUSE CITY COUNCIL AMENDING  
VARIOUS PROVISIONS OF TITLE 10, THE LAND USE ORDINANCE,  
RELATING TO ANIMALS.**

**WHEREAS**, the Syracuse City Council has previously adopted the City Subdivision Ordinance and the City Land Use Ordinance for the purpose of regulating the use of land within the City; and

**WHEREAS**, the City Council hereby finds and determines that the use of subdivision and land use regulations is necessary to promote the public welfare by regulating the use of land in a manner that promotes sustainable development and preserves property values of both developing property and existing development; and

**WHEREAS**, the City Council hereby further finds that the City Subdivision Ordinance and the City Land Use Ordinance requires amendment to provide further clarification and to expand property rights as it relates to animals;

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

**Section 1. Amendment.** Section 10-6-040 of the Syracuse City Code is hereby amended to read in its entirety as follows:

**CHAPTER 6**

**GENERAL LAND USE REGULATIONS**

- 10-6-010: Effect of Chapter**
- 10-6-020: Regulations for Buildings and Structures**
- 10-6-030: Regulations for the Use of Land**
- 10-6-040: Animals**
- 10-6-050: Lot and Yard Regulations**
- 10-6-060: Miscellaneous Requirements and Provisions**
- 10-6-070: Shade Trees**
- 10-6-080: Buffer Yards**
- 10-6-090: Agriculture Protection Areas**

**10-6-100: Conditional Uses**

**10-6-040: ANIMALS.**

- (A) Animal Clinics. Such facilities shall require sound-proof walls, if a part of a larger commercial building, and receive site plan approval. Clinics utilizing single-tenant buildings shall locate no closer than one hundred (100) feet from any residential dwelling unless it also incorporates sound-proof walls. (Ord. 11-02)
- (B) Animal Hospitals. Such facilities shall receive site plan approval and locate no closer than two hundred (200) feet from any residential dwelling. (Ord. 11-02)
1. Animals taken outside the building to the exercise runs shall have continuous supervision by an employee of the facility. (Ord. 11-02)
  2. Hospitals shall be no closer than two hundred (200) feet to any adjacent primary structure, constructed with sound-proof walls, and comply with Table D for Buffer Yards. (Ord. 11-02)
  3. The lot-size requirement for such facilities shall be no less than one (1) acre. (Ord. 11-02)
  4. The property shall provide one-half (1/2) a parking space for each animal housed at the facility. (Ord. 11-02)
  5. Site plan shall include means for controlling dust, odor, and insects for the outdoor exercise runs, location of all existing and proposed structures, utilities, and landscaping. (Ord. 11-02)
- (C) Farm Animal Keeping.
1. Definitions:

ADEQUATE FENCING. At a minimum, mesh, barbed wire, chain link, rail, or post fencing or metal-fence panels. (Ord. 06-17)

FARM ANIMAL KEEPING. The keeping of animals or fowl, such as commonly used for food or fiber production or as a beast of burden, for recreational pleasure. (Ord. 06-17)

FARM INDUSTRY. Generally all phases of farm operation including, but not necessarily limited to, the keeping and raising of farm animals and/or fowl for domestic or commercial use, e.g. fur farms, livestock feed yards, pig farms, dairy farms, and similar uses as well as any accessory uses thereto, except commercial slaughter. (Ord. 06-17)

LIVESTOCK. Domesticated cattle, sheep, goats, turkeys, swine, equines, camelidae, ratites, bison, elk, or any domesticated nonhuman vertebrate creature, domestic furbearer, or domestic poultry, raised, kept, or used for agricultural purposes. (Ord. 06-17)
  2. Farm Animal Keeping. In residential and agricultural zones where permitted, farm animals and fowl may be kept for family use outside the dwelling. All animal keeping guidelines shall be in accordance with the provisions as

outlined in this Section of the Title. All farm animals and fowl shall be kept within the subject property unless under direct supervision and control of the property owner or designee. The number of animals or fowl permitted shall be governed by the following schedule except that dependent young may be kept in addition to these numbers:

- (a) A-1 Agriculture and R-1 Residential Zones with Lots Containing a Minimum of 21,780 Square Feet. In zones where farm animal keeping is a permitted use, each lot containing a minimum of twenty-one thousand seven hundred eighty (21,780) square feet shall have an allocation of forty (40) points with an additional accrual of one (1) point for each one thousand eighty nine (1,089) square feet thereafter.

[Example, using schedule below: A lot size of twenty-one thousand seven hundred eighty (21,780) square feet, would have an allocation of forty (40) points which would allow one (1) horse for twenty (20) points and two (2) goats for ten (10) points each or two (2) horses for twenty (20) points each.]

With lots containing twenty-one thousand seven hundred eighty (21,780) square feet, farm animals may be kept provided that all pens, barns, coops, stables, corrals, and other similar enclosing structures to keep animals or fowl shall be not less than fifty (50) feet from dwellings on adjacent lots, not less than twenty (20) feet from a dwelling on the same lot, and not less than one hundred fifty (150) feet from a public street, except on corner lots where such structures shall be not less than fifty (50) feet from a public street.

- (b) A-1 Agriculture and R-1 Residential Zones with Lots Containing a Minimum of 10,890 Square Feet. In zones where farm animal keeping is a permitted use, each lot containing a minimum of ten thousand eight hundred ninety (10,890) square feet shall have an allocation of twelve (12) points with an additional accrual of one (1) point for each one thousand three hundred sixty one (1,361) square feet thereafter.

[Example, using schedule below: A lot size of ten thousand eight hundred ninety (10,890) square feet, would have an allocation of twelve (12) points which would allow one (1) goat for ten (10) points and one (1) rabbit for two (2) points or two (2) turkeys for five (5) points each and a pigeon for two (2) points.]

With lots containing a minimum of ten thousand eight hundred ninety(10,890) square feet with and less than twenty-one thousand seven hundred eighty (21,780) square feet, farm animals may be kept provided that all pens, barns, coops, stables, corrals, and other similar enclosing structures to keep animals or fowl shall be not less than twenty five (25) feet from dwellings on adjacent lots, not less than ten (10) feet from a dwelling on the same lot, and not less than seventy five (75) feet from a public street, except on corner lots where such structures shall be not less than twenty five (25) feet from a public street.

- (c) To determine the square footage of a lot, use the following conversion:

Square footage = 43,560 x (lot size in acreage)  
 Example: 1/4 (0.25) acre lot  
 $43,560 \times (0.25) = 10,890$  square feet

(d) Farm animals shall have points assigned to them based on the following groups:

|      |                                                                                           |                               |
|------|-------------------------------------------------------------------------------------------|-------------------------------|
| i.   | Large animals such as horses, llamas, emus, ostriches or cows (Ord. 06-17)                | Twenty (20) points each       |
| ii.  | Medium animals such as sheep or goats (Ord. 08-07)                                        | Ten (10) points each          |
| iii. | Large fowl such as turkey or geese (Ord. 08-07)                                           | Five (5) points each          |
| iv.  | Small fowl such as pheasant, pigeons, ducks or hens                                       | Two (2) points each           |
| v.   | Small animals such as rabbits or pygmy goats                                              | Two (2) points each           |
| vi.  | Pigs (provided their pens are at least two hundred (200) feet from neighboring dwellings) | One Hundred (100) points each |

Exception 1: This provision shall not apply to certified breeds of potbellied pigs with the North American Potbellied Pig Association. (1998) (Ord. 06-17)

Exception 2: In zones where farm animal keeping is a permitted use, the point total shall not include the counting of the first six (6) hens or six (6) rabbits, or a combination of both not exceeding six (6).

(e) Animal owners shall contain animal waste runoff water from paddocks or stables so as not to contaminate residential water resources, public rights of way, or adjacent properties. (Ord. 06-17)

(f) In residential and agriculture zones, harvesting of livestock and non-commercial slaughter shall be conducted within the rear yard of the lot or in an enclosed building in an area not visible from the street or neighboring properties and shall be done in accordance with accepted animal husbandry practices or customary farming practices.

Syracuse City refers to State Code for additional laws regulating animal cruelty. See Title 6 of this Ordinance for reference to Davis County Animal Control Ordinance.

(D) Dog Kennel Regulations. Parcels or lots with three (3) or more dogs four (4) months old or older are considered kennels and shall require a conditional use permit. The Land Use Authority shall review each request separately on its own merits and may

revoke a conditional use permit as set forth in 10-3-080. In no case shall a residential kennel permit be for more than four (4) dogs. (Ord. 08-07) (Ord. 11-02)

1. Owners of kennels shall obtain licensing for each dog from Davis County Animal Control and comply with all adopted animal-control regulations not addressed in this Title. (Ord. 11-02)
2. All pens, runs, shelters, or similar structures housing dogs for residential kennels shall be no less than one hundred (100) feet from neighboring or abutting dwellings. (Ord. 11-02)
3. In order to qualify for a residential kennel, the dogs' owner(s) shall acquire approval for a minor conditional use permit. (Ord. 08-07) (Ord. 11-02)
4. All pens, runs, shelters, or similar structures housing dogs for commercial kennels shall be no less than two hundred (200) feet from a public street and at least two hundred (200) feet from all neighboring or abutting dwellings, and the owner of the parcel or lot shall acquire approval for a major conditional use permit. (Ord. 11-02)
5. Commercial kennels shall be located on a minimum of five (5) acres and must receive a minor conditional use permit. (Ord. 11-02)

(E) Household Pets. Property owners may keep dogs, cats, small animals and fowl as household pets in residential zones subject to the following conditions: (Ord. 06-17)

1. Dogs, cats, small animals and fowl shall be kept in pens, or otherwise secured, unless housed within the dwelling unit.
2. In no case shall there be more than two (2) dogs kept, unless a kennel permit is acquired, and no more than four (4) cats kept as household pets.
3. All pens, coops, and structures shall be kept clean and free from objectionable odor and waste. (Ord. 08-07)
4. Dogs, cats, small animals and fowl allowed shall be those species normally stocked and available at a State licensed pet store. (1999)
5. Dogs require registering and licensing with Davis County according to County ordinance. Cats do not require registering and licensing.
6. Service animals (any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability) are considered exempt from the number of animals allowed by this ordinance. To be eligible for this exemption, an owner must apply for a minor conditional use permit and provide proof of National Service Animal Registry for each qualifying animal.

(F) Stables, Public. (Ord. 11-02)

1. Stables shall require a minimum of four (4) acres.
2. The number of animals shall be no more than four (4) per each acres of property in the stable use.

3. The property shall provide one-half (1/2) of a parking space for each animal housed at the facility.
4. Property owners shall provide toilet facilities and shall maintain such facilities in a sanitary condition.
5. The applicant shall submit a plan to the Land Use authority for control of dust, odor, and insects.
6. The applicant shall submit a site plans showing the location of all existing and proposed structures and utilities and landscaping.
7. All utilities servicing the stable shall be underground.
8. No stable shall be located within two hundred (200) feet of any residential dwelling unit.
9. Public access to the facility shall be from dawn to dusk.
10. Horse exercise areas such as working yards, walker equipment areas, or paddocks shall use dust control by means of constructed water delivery systems or chemically treated exercise surface areas.

(G) Vietnamese Potbellied Pigs. Vietnamese Potbellied Pigs shall be considered household pets for the purposes of this Title and shall be allowed in any residential or agricultural zone subject to the following conditions:

1. No more than two (2) pigs may be kept per household, together with dependent young up to four (4) months in age.
2. The animals shall be purebred miniature Vietnamese potbellied pigs certified by the North American Potbellied Pig Association. The Land Use Authority may require proof of certification records as a condition of approval. (Ord. 06-17) (Ord. 08-07)
3. The animals may not exceed one hundred (100) pounds in weight. (1994) (Ord. 06-17)

(H) Rabbits and Hens. Residents may keep rabbits and hens outside the dwelling subject to the following conditions: (Ord. 08-07)

1. The residents shall have no more than six (6) hens or six (6) rabbits, or a combination of both not exceeding six (6), excluding dependent young. (Ord. 08-07)
2. The animals shall be kept in pens, coops, or contained in a fenced area. (Ord. 08-07)
3. All pens, coops, and cages shall be kept clean and free from objectionable odor and waste. (Ord. 08-07)
4. Roosters are not permitted in any residential zones, excluding R-1 Residential zone lots that have a minimum size of twenty-one thousand seven hundred eighty (21,780) square feet. (Ord. 08-07)

**Section 2. Amendment.** Section 10-6-100 of the Syracuse City Code is hereby amended to read in its entirety as follows:

**10-6-100: CONDITIONAL USES.** The following conditional use shall comply with the applicable standards established herein and may be subject to additional regulations specific to the applicable zone. The zone specific provisions shall apply if a conflict exists between general and specific conditional use provisions. Each applicable zone establishes if the use is conditional or permitted. (Ord. 08-07) (Ord. 10-02) (Ord. 11-02) (Ord. 11-10)

(B) Major. The following conditional uses are major and require approval as established in Section 10-4-080: (Ord. 11-10)

1. Animal Hospitals. (Ord. 11-10)
2. Churches or Religious Service Buildings. (Ord. 11-10)
3. Cluster Subdivisions {See Chapter 15 of this Title} (Ord. 08-07)
4. Day Care Centers. (Ord. 11-10)
5. Dwellings, Single-Family. (Ord. 11-10)
6. Dwellings, Two- (2) Family The owner of such a residential dwelling shall: (Ord. 10-02) (Ord. 11-10)
  - (a) Meet the International Building Code standards. (Ord. 11-02)
  - (b) Provide a minimum of two (2) off-street parking spaces per dwelling unit. (Ord. 06-17) (Ord. 11-02)
  - (c) Be responsible for payment of all utilities. (Ord. 06-27) (Ord. 11-02)
  - (d) Install utility services for each dwelling unit as provided in State law. (Ord. 08-07) (Ord. 11-02)
  - (e) Comply with all requirements of the International Residential Code as adopted by the State of Utah for two- (2) family dwellings. (Ord. 10-02)
7. Dwelling Groups {See Section 10-6-030(A)} (Ord. 08-07)
8. Home Occupations, Major {See Section 10-7-040} (Ord. 10-02)
9. Medical and Other Health Facilities. (Ord. 11-10)
10. Preschool Centers. (Ord. 11-10)
11. Professional Non-Retail Services, up to a maximum twenty-five (25) percent of the commercial subdivision. (Ord. 11-10)
12. Public and Quasi-Public Buildings. (Ord. 11-10)
13. Public Parks. (Ord. 11-10)
14. Sexually-Oriented Businesses {See Chapter 25 of this Title} (Ord. 08-07)

15. Sewage Treatment Plants. (Ord. 11-10)
16. Signs {See Chapter 9 of this Title}
17. Wireless Communication Towers. {See Chapter 24 of this Title} (Ord. 08-07)  
(Ord. 11-10)

**Section 3. Amendment.** Section 10-2-040 of the Syracuse City Code is hereby amended to read in its entirety as follows:

**10-2-040: DEFINITIONS.** As used in this Title, the words and phrases defined in this Section shall have the following meanings unless the context clearly indicates a contrary meaning. Words not included herein but defined in the Building Code shall be construed as defined therein. (Ord. 08-07)

FARM ANIMAL KEEPING: The keeping of animals and fowl, such as commonly used for food or fiber production or as a beast of burden, for recreational pleasure.

**Section 4. Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

**Section 5. Effective Date.** This Ordinance shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY,  
STATE OF UTAH, THIS 27<sup>th</sup> DAY OF MARCH, 2012.**

**SYRACUSE CITY**

ATTEST:

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Cassie Z. Brown, City Recorder

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Jamie Nagle, Mayor

City Council

Dissenting Opinion: Animal Ordinance

Gary Pratt, Vice Chair Planning Commission

After careful review, I feel that under section (C)2.c (Exception 2), which was added at the last minute, is unnecessary for a couple of reasons.

- First it mathematically adds a handicap impacting the ordinance points system that increases the numbers of animals artificially on properties which was not the intent of the ordinance points system.
- It is not part of the examples provided in the ordinance which were added for clarity or the point's grid in the same section. It just adds additional confusion in calculating the number of animals a property could have.

While the Planning Commission did add and make clarifications to the ordinance based on public comment, we did not hear any to illicit such an addition. This section is unnecessary and does not provide the clarity to the ordinance that was desired. I do support the other changes and additions to the ordinance.

I ask for your consideration in removing the language and exception base on these concerns.

Gratefully,

Gary Pratt

To: Syracuse City Council

From: TJ Jensen

Syracuse City Planning Commissioner

A Dissenting Opinion In Regard to Changes To The Animal Ordinance

Council members,

I am writing you in regards to the suggested changes forwarded by the Planning Commission yesterday. While I concur with most of the changes proposed, there is one point that I feel still needs to be addressed.

Under our current ordinance, pet owners in Syracuse are allowed a total of four pets (dogs, cats, birds, ferrets, and such), with a limitation of no more than two of any one species. Dog owners are granted an exception to this if they apply for a Kennel conditional use, which will allow them a total of three (3) dogs under the current ordinance, or four (4) dogs with the changes we have suggested.

My issue is that I strongly believe that the two of any one species provision is too restrictive, and is unfair to owners of pets that are not dogs. I would argue that most complaints that are fielded by staff involve dogs, and not other types of pets.

Under the recently adopted county ordinance, pet owners are allowed a total of three (3) pets, with dogs being additionally restricted. If the county does not have a problem with people owning three (3) cats, parakeets, or whatever, I would argue that at the very least we should allow the same, especially given the more rural nature of much of our community.

If a pet owner is deemed unable to care for his pets under health or humane standards, there are already other ordinances on the books to address such violations. Otherwise responsible pet owners should not be penalized for the bad behavior of a few bad pet owners.

I know we have quite a good number of households in our community that are in violation of the 'two of any one species' rule, from conversations with various residents. I'd prefer such residents to be able to keep their pets, rather than having to give them to the animal shelter, which may result in the termination of said pet if it is not adopted by a new owner.

And, as my neighbor pointed out to me, for those pet owners with larger lots, having an extra cat or two on hand to keep the mice population under control is a good idea. Especially with things like the hantha virus and such being carried by said vermin.

In short, I would ask that you consider relaxing the 'two of any one species' rule, either changing it to 'three of any one species' to more closely mirror the County ordinance or dropping the

species provision completely, which will still restrict the total number of pets to four (4) under our current ordinance.

Thank you for your consideration,

TJ Jensen

Syracuse City Planning Commissioner

**DAVIS COUNTY**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING AND REPEALING CERTAIN SECTIONS OF THE ANIMAL CONTROL ORDINANCE AS SET FORTH IN TITLE 6, DAVIS COUNTY CODE, TO UPDATE THE CODE WITH REGARD TO THE LICENSING, CARE, AND PROTECTION OF ANIMALS**

The Board of County Commissioners of Davis County, Utah, in a regular meeting, lawful notice of which has been given, finds that Sections 6.04.010, 6.12.010, 6.12.060, 6.20.040, 6.28.010, 6.32.010 of the Davis County Code are inadequate and should be amended to reflect the changes in state law and better meet the purposes of the Davis County Animal Care & Control Office and the County, that Section 6.16.140 should be enacted to better meet the purposes of the Davis County Animal Care & Control Office and the County, that Section 6.12.070 should be repealed to better meet the purposes of the Davis County Animal Care & Control Office and the County, and that it is in the best interest of the County that this ordinance be adopted.

The Board of County Commissioners of Davis County, Utah, ordains as follows:

BE IT ORDAINED THAT

**Section 1. Section 6.04.010 of the *Davis County Code* is amended as follows:**

**Section 6.04.010 - Definitions.**

As used in this title:

1. "Animal" means any and all types of livestock, dogs and cats, **fowls**, and all other subhuman creatures, both domestic and wild, male and female, singular and plural.
2. "Animal boarding establishment" means any establishment that takes in animals and boards them for profit.
3. "Animal Control Director" and "Director" each mean the Director of the Animal Care and Control Department.
4. "Animal grooming parlor" means any establishment maintained for the purpose of offering cosmetological services for animals for profit.
5. "Animal shelter" means any facility owned and operated by a governmental entity or any animal welfare organization which is incorporated within the State of Utah for the purpose of preventing cruelty to animals and used for the care and custody of seized, stray, homeless, quarantined, abandoned, or unwanted dogs, cats, or other small domestic animals.
6. "Animal at large" means any animal, whether licensed or not, when
  - a. The animal is off the property of the owner or custodian and is not under the immediate physical restraint by the owner or custodian. "Immediate physical restraint" means a durable restraint device, such as a leash, cage, or other device capable of keeping the animal under physical control.
  - b. The animal is on the property of the owner or custodian and is not:

- (1) Securely confined in a building, fenced area, cage or kennel;
  - (2) Under the immediate physical restraint by the owner or custodian; or
  - (3) Under the immediate and effective control of the owner or custodian and does not cause fear to or constitute or appear to present any threat or danger to the safety, comfort or health of other persons.
- c. A working dog while being used for herding sheep, cattle, or other livestock; a hunting dog while lawfully being used to hunt game; or a dog while being trained for herding or hunting shall not be deemed to be an animal at large if the dog is under the proper control of its owner or custodian.
7. "Bite" means any actual puncture, tear or abrasion of the skin inflicted by the teeth of an animal.
8. "Cat" means any age feline of the domesticated types.
9. "Cattery" means an establishment for boarding, breeding, buying, grooming or selling cats for profit.
10. "Center" means the Davis County Animal Control Center.
11. "Custodian" means a person having formal or informal custody, control, or possession.
12. "Dangerous animal" means any animal that:
  - a. Is dangerously aggressive or uncontrollable, including, but not limited to, any animal which has bitten or in any manner attacked any person or animal with or without provocation whether on public or private property;
  - b. Has been previously found to be a potentially dangerous animal, whose owner has received notice of such, and it is witnessed and documented that the animal aggressively bites, attacks, or endangers the safety of humans or domestic animals; or
  - c. Is found to be in violation of any of the restrictions placed upon the animal by the department pertaining to a potentially dangerous animal.
13. "Department" means the Davis County Department of Animal Care and Control.
14. "Dog" means any canis familiaris.
15. "Domestic animals" means animals customarily and accustomed to living in or about the habitation of man, including, but not limited to, cats, dogs, fowls, horses, swine, cows, sheep, mules, donkeys, cattle and llamas.
16. "Estray" means any livestock found at large.
17. "Guard dog" means a working dog which must be kept in a fenced run or other suitable enclosure during business hours, or on a leash or under absolute control while working, so that it cannot come into contact with the public.
18. "Kennel" means land or buildings used in the keeping of three (3) or more dogs, four (4) months or older.
19. "Livestock" means any normally domesticated animal that is not a cat, or dog, such as; cattle, sheep, goats, mules, burros, swine, horses, geese, ducks, turkeys, etc.
20. "Owner" means any person having an ownership or proprietary interest in an animal or having formal or informal custody of an animal.
21. "Pet" means a domesticated animal kept for pleasure rather than utility, including but not limited to, birds, cats, dogs, fish, hamsters, mice, and other animals associated with man's environment.
22. "Pet shop" means any establishment containing cages or exhibition pens, not part of the kennel or cattery, wherein dogs, cats, birds, or other pets for sale are kept or displayed.

23. "Potentially dangerous animal" means any animal:
- a. That, with or without provocation, chases, attacks, threatens or approaches a person, domestic animal or livestock in a threatening or menacing fashion, or apparent attitude of attack;
  - b. Any animal with a known propensity, tendency or disposition to attack a person, domestic animal, or livestock with or without provocation; or
  - c. That, because of witnessed and documented conduct is reasonably believed to be capable or causing injury to or otherwise poses a threat to the safety of a person, another animal or livestock.
24. "Quarantine" means the isolation of an animal as required by this title in a substantial and approved enclosure so that the animal is not subject to contact with other animals or unauthorized persons.
25. "Restraint device" means any chain, leash, cord, rope, or other device used to physically restrain an animal, exclusive of any underground or other electrical or radio device.
26. "Riding school or stable" means an establishment, person or business which offers boarding and/or riding instruction of any horse or other riding animal or which offers such animal for hire.
27. "Vicious animal" means any animal which has:
- a. Inflicted severe injury on a human being with or without provocation on public or private property;
  - b. Has killed a domestic animal with or without provocation while off the owner's property; or
  - c. Has been previously found to be dangerous, the owner having received notice of such and the animal again bites, attacks, or endangers the safety of humans or domestic animals, or it is witnessed and documented that the animal is in violation of restrictions placed upon it as a potentially dangerous or dangerous animal pursuant to Sections 6.16.050 and 6.16.060 of this title.
28. "Wild animal" means any animal which is not commonly domesticated, or which is of a wild or predatory nature, or any animal which, because of its size, growth propensity, vicious nature or other characteristics, would constitute an unreasonable danger to human life, health or property if not kept, maintained or confined in a safe and secure manner. Those animals, however domesticated, shall include but are not limited to:
- a. Alligators, crocodiles, Caiman;
  - b. Bears (Ursidae). All bears including grizzly bears, brown bears and black bears;
  - c. Cat Family (Felidae). All except the commonly accepted domesticated cats; including cheetahs, cougars, leopards, lions, lynx, panthers, mountain lions, tigers and wildcats;
  - d. Dog Family (Canidae). All, except domesticated dogs, and including wolf, fox, coyote, and wild dingo. Any dog cross bred with a wild animal as described above shall be considered to be a wild animal;
  - e. Porcupine;
  - f. Primates (all subhuman primates);
  - g. Raccoon (all varieties);
  - h. Skunks;
  - i. Venomous snakes or lizards;
  - j. Weasels. (All weasels, martens, wolverines, badgers, otters, ermine, mink and mongoose, except that the possession of mink shall not be prohibited when raised

commercially for their pelts, in or upon a properly constructed legally operated ranch.

**Section 2. Section 6.12.010 of the *Davis County Code* is amended as follows:**

**6.12.010 Licensing and registration of dogs and cats.**

It is unlawful for any person to own, keep, harbor or maintain a dog or cat over the age of four months of age, without registering and obtaining a license for such dogs and cats from the Animal Control Department or authorized vendor. All dogs and cats brought into Davis County shall require registering and licensing within thirty (30) days after they enter Davis County, or within thirty (30) days after having reached the age of four (4) months. The annual fee for all dog and cat licenses shall be from time to time set by resolution by the Board of County Commissioners. For any dog or cat not registered within thirty (30) days after having been brought into Davis County, or within thirty (30) days of being four months old, the owner thereof will be required to pay an additional license late fee which shall be set from time to time by resolution of the Board of County Commissioners. No dog or cat shall be licensed as spayed or neutered without proof that the surgery has been performed.

Dog and cat licenses shall be renewed each year, with each license being valid from the date of purchase for twelve (12) consecutive months with the license expiration date one year from the date of purchase. Three year cat licenses shall be valid from the date of purchase for thirty-six (36) consecutive months with the license expiration date three years from the date of purchase. Licenses not renewed within thirty (30) days of expiration shall be subject to the applicable late fee.

**Section 3. Section 6.12.060 of the *Davis County Code* is amended to read:**

**Section 6.12.060 Number of dogs and cats per residence.**

No person or persons at any one (1) residence within the jurisdiction of this title shall at any one (1) time own, harbor, license, or maintain more than three (3) cats and dogs in any combination. A person may only own, harbor, license, or maintain three (3) dogs if one of the dogs has been acquired from a legitimate animal shelter, as the term "animal shelter" is defined in the Utah Animal Welfare Act. ~~as otherwise provided in this chapter.~~

**Section 4. Section 6.20.040 of the *Davis County Code* is amended to read:**

**Section 6.20.40 – Impoundment and disposal.**

- A. Animals shall be impounded for a minimum of ~~three~~ five (5) business days before further disposition. Reasonable effort shall be made to notify the owner, caretaker or sponsor, of any animal wearing a license or other form of identification, including but not limited to a microchip, during that time. Notice shall be deemed given when sent to the last known address of the listed owner, caretaker or sponsor. Any animal voluntarily relinquished to the animal control facility by the

owner thereof for destruction or other disposition need not be kept for the minimum holding period before release or other disposition as herein provided. In compliance with the Community Cat Act, any cat received by a shelter under the provisions of Section 11-46-103, Utah Code Annotated, may be released prior to the five (5) day holding period to a sponsor that operates a community cat program.

- B. All animals, except those quarantined or confined by court order, or those subject to Section 4-25-4, Utah Code Annotated, which are held longer than the minimum impound period, and all animals voluntarily relinquished to the impound facility, may be destroyed or disposed of as the Director of Animal Control shall direct. Any healthy dog or cat may be sold in compliance with the Davis County animal control adoption policy after payment of all applicable fees. Other small animals, not included as livestock may also be sold as determined by the director.
- C. Any animal impounded and having or suspected of having a serious physical injury or contagious disease requiring medical attention may, at the discretion of the Animal Control Director, be released to the care of a veterinarian with or without the consent of the owner, caretaker or sponsor.
- D. When, in the judgment of the Director of Animal Control, it is determined that an animal should be destroyed without delay for humane reasons or to protect the public from imminent danger to persons or property, such animal may be destroyed without regard to any time limitation otherwise established in this title, except as provided in Chapter 6.24, and without court order.
- E. The Animal Control Director or any of his or her agents may destroy an animal upon request of the owner without transporting the animal to County facilities. An appropriate fee shall be charged the owner for the destruction and any subsequent disposal of the carcass done by the Department of Animal Control.
- F. In the event that an impounded animal is to be sold at an administrative auction, notice of the sale shall be given in a newspaper of general publication once at least 10 calendar days prior to the sale.

**Section 35. Section 6.28.010 of the Davis County Code is amended to read:**

**Section 6.28.010 Cruelty to animals.**

A person commits cruelty to animals when he or she:

- A. Causes one animal or fowl to fight with another;
- B. Intentionally or carelessly administers or applies any poisonous or toxic drug or any material injurious to tissues or organs to any animal or livestock, or procures or permits the same to be done, whether the animals be his own property or that of

another. This provision shall not be interpreted so as to prohibit the use of poisonous substances for the control of vermin in furtherance of public health when applied in such a manner as to reasonably prohibit access to other animals;

- C. By act or omission causes pain, suffering, terror or torment, or if he or she injures, mutilates, or causes disease or death to any animal or fowl;
- D. Administers or applies or procures or permits the administration of application of any trapping mechanism, other than a live capture trap or exposes such a trapping mechanism to domestic animals or livestock, with the intent to harm or take the animal whether the animal be his or her own property or that of another. All set live capture traps shall be checked and emptied daily. All traps must have owner identification permanently affixed to them;
- E. In the case of an animal owner, custodian, or sponsor, ~~N~~ neglects or fails to supply such animal with necessary and adequate exercise, care, rest, food, drink, air, light, space, shelter, protection from the elements, and/or medical care;
- F. Raises, trains, purchases or sells any animal or fowl for fighting or harbors fowl for fighting purposes, which has the comb clipped or the spur altered or who is in possession of an artificial spur;
- G. Is present as a spectator at any animal contest wherein one animal or fowl is caused to fight with another, or rents any building, shed, room, yard, ground or premises for the purpose of holding such a contest between animals; or knowingly suffers or permits the use of any building, shed, room, yard, ground or premises belonging to him or her or under his or her control for any of these purposes;
- H. Abandons an animal;
- I. Performs or causes to be performed any of the following operations:
  - 1. Inhumanely removes any portion of the beak of any bird, domestic or wild,
  - 2. Alters the gait or posture of any animal, by surgical, chemical, mechanical, or any other means, including soring,
  - 3. Crops or cuts the ears, removes an animal's claws or sterilizes a dog or cat and is not a licensed veterinarian,
  - 4. Inhumanely docks the tail of an animal or removes an animal's dewclaws;
- J. Carries or causes to be carried any animal in a manner harmful to that animal. Suitable racks, cars, crates or cages in which such animals may stand, move freely, or lie down during transportation, or while awaiting slaughter, must be provided;
- K. ~~Leaves any animal confined in a vehicle unattended in excessively hot or cold weather~~ **Carries, transports, or confines any animal in or upon any vehicle in a cruel or inhumane manner, including but not limited to carrying or confining such animal**

without adequate ventilation, food or water for an unusual length of time. In this section the determination of whether treatment of an animal is “cruel or inhumane” shall be made by the Director of Animal Care and Control, his designated officer, or local law enforcement officer, after considering the individual circumstances;

- L. Continuously drives or works a horse or other animal to a point of observable strain, and denies the animal rest periods. Working animals shall be offered water periodically;
- M. Takes or kills any bird(s) or robs or destroys any nest, eggs or young or any bird in violation of the laws of the State of Utah;
- N. Inhumanely hobbles livestock or other animals;
- O. Leaves any livestock species used for draught, driving or riding purposes, on the street without protection from the weather and without food and water;
- P. Recklessly rides or drives any horse or other livestock species on any street, highway, or avenue within this jurisdiction;
- Q. Induces or encourages an animal to perform through the use of chemical, mechanical, electrical or manual devices in a manner which will cause, or is likely to cause physical injury or unnecessary suffering;

| **Section 46. Section 6.16.140 of the *Davis County Code* is hereby enacted to read as follows:**

**Section 6.16.140      Animals Attacking Persons and Animals.**

A. **Attacking Animals:** It is unlawful for the owner or person having charge, care, custody or control of any animal to allow such animal to attack, chase or threaten any person, any domestic animal having a commercial value, or any species of hoofed protected wildlife, or to attack domestic fowl. “Threaten,” as used in this section means any menacing behavior, including but not limited to, lunging, growling, biting, or bearing of teeth.

B. **Owner Liability:** The owner in violation of subsection A of this section shall be strictly liable for violation of this section. In addition to being subject to prosecution under subsection A of this section, the owner of such animal shall also be liable in damages to any person injured or to the owner of any animal(s) injured or destroyed thereby.

C. **Defenses:** The following shall be considered in mitigating the penalties or damages or in dismissing the charge:

- 1. That the animal was properly confined on the premises;
- 2. When the animal is on its owner’s property;

3. That the animal was deliberately or maliciously provoked.

D. Any person may take reasonably necessary actions, including killing, to defend him or herself, other persons, and property while the animal is committing any of the acts specified in subsection A of this section.

**Section 57. Section 6.32.010 of the *Davis County Code* is amended to read:**

**Section 6.32.010 Fees & Charges**

| <b>Fee Description</b>                                                                                                                                                                                                                                                                                                                                      | <b>Amount</b>    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Relinquishment (at the Animal Shelter)                                                                                                                                                                                                                                                                                                                      | 15.00            |
| Relinquishment (in the field with pickup by Animal Control officer)                                                                                                                                                                                                                                                                                         | 30.00            |
| Relinquishment (litter and mother)                                                                                                                                                                                                                                                                                                                          | 15.00            |
| Impound of domestic animal                                                                                                                                                                                                                                                                                                                                  | 50.00            |
| Impound of livestock (during day operation hours)                                                                                                                                                                                                                                                                                                           | 75.00            |
| Impound of livestock (after day operation hours)                                                                                                                                                                                                                                                                                                            | 95.00            |
| Daily board charges for domestic animal                                                                                                                                                                                                                                                                                                                     | 10.00            |
| Daily board charges for livestock                                                                                                                                                                                                                                                                                                                           | 25.00            |
| Euthanasia and disposal                                                                                                                                                                                                                                                                                                                                     | 40.00            |
| Quarantine (for 10 day period)                                                                                                                                                                                                                                                                                                                              | 100.00           |
| <del>Adoption/Purchase (unaltered dog or cat)</del>                                                                                                                                                                                                                                                                                                         | <del>15.00</del> |
| <del>Adoption/Purchase Off Site (unaltered dog or cat)</del>                                                                                                                                                                                                                                                                                                | <del>40.00</del> |
| <del>Adoption/Purchase (altered dog or cat)</del>                                                                                                                                                                                                                                                                                                           | <del>45.00</del> |
| <del>Adoption/Purchase Off Site (altered dog or cat)</del>                                                                                                                                                                                                                                                                                                  | <del>70.00</del> |
| <del>Adoption/Purchase (small animal excluding dogs and cats)</del>                                                                                                                                                                                                                                                                                         | <del>5.00</del>  |
| <u>Fees for adoption/purchase of dogs, cats, and small animals such as turtles, snakes, gerbils, etc., are on a sliding scale as set by Animal Control based on such factors as size, breed, and age of the animal, and time spent in the shelter. In no event, shall the fee for adopting/purchasing a dog, cat or small animal be more than \$295.00.</u> |                  |
| Spay/Neuter Feline                                                                                                                                                                                                                                                                                                                                          | 45.00            |
| Spay/Neuter Canine (under 30 lbs)                                                                                                                                                                                                                                                                                                                           | 55.00            |
| Spay/Neuter Canine (30-59 lbs)                                                                                                                                                                                                                                                                                                                              | 65.00            |
| Spay/Neuter Canine (60-89 lbs)                                                                                                                                                                                                                                                                                                                              | 75.00            |
| Spay/Neuter Canine (over 90 lbs)                                                                                                                                                                                                                                                                                                                            | 85.00            |
| Spay female in heat additional                                                                                                                                                                                                                                                                                                                              | 25.00            |
| Neuter with Retained Testicle additional                                                                                                                                                                                                                                                                                                                    | 25.00            |
| License for dog <del>or cat</del> (unsterilized/no microchip) for one year                                                                                                                                                                                                                                                                                  | 40.00            |
| License for dog <del>or cat</del> (sterilized / no microchip) for one year                                                                                                                                                                                                                                                                                  | 15.00            |

|                                                                                                                        |                  |
|------------------------------------------------------------------------------------------------------------------------|------------------|
| License for dog (unsterilized / microchip)                                                                             | 30.00            |
| License for dog (sterilized / microchip)                                                                               | 10.00            |
| Three year for dog (unsterilized / no microchip)                                                                       | 120.00           |
| Three year for dog (unsterilized / with microchip)                                                                     | 90.00            |
| Three year for dog (sterilized / no microchip)                                                                         | 45.00            |
| Three year for dog (sterilized / microchip)                                                                            | 20.00            |
| <u>License for cat (unsterilized/no microchip) for one year (includes microchip)</u>                                   | 15.00            |
| <u>License for cat (sterilized/no microchip) for one year (includes microchip)</u>                                     | 5.00             |
| <u>License for cat (unsterilized/microchip) for one year (no microchip)</u>                                            | 10.00            |
| <u>License for cat (sterilized/microchip) for one year</u>                                                             | 5.00             |
| <u>Three year license for cat (unsterilized with or without microchip)</u>                                             | 45.00            |
| <u>Three year license for cat (sterilized/no microchip) – includes microchip</u>                                       | 24.00            |
| <u>Three year license for cat (sterilized/microchip)</u>                                                               | 10.00            |
| License for dog <del>or cat</del> (unaltered unsterilized) for one year-Senior Citizen owner                           | 10.00            |
| License for dog <del>or cat</del> (altered sterilized) for lifetime - Senior Citizen owner                             | 20.00            |
| <u>License for cat (sterilized/microchip) for lifetime – Senior Citizen owner</u>                                      | 10.00            |
| <u>Transfer fee for cat or dog</u>                                                                                     | 5.00             |
| Late <u>license</u> fee for <del>license</del> dog or cat                                                              | 20.00            |
| Rabies Vaccination (1 year w/adoption)                                                                                 | 10.00            |
| Rabies Vaccination (3 years w/adoption)                                                                                | 12.00            |
| Five (5) Way Vaccination (w/adoption)                                                                                  | 15.00            |
| Vaccines Open to General Public                                                                                        | 20.00            |
| Combo Kits (any 2 vaccines) Open to General Public                                                                     | 30.00            |
| Combo Kits (any 3 vaccines) Open to General Public                                                                     | 50.00            |
| Micro Chip (Mandatory for Impounded Dogs)                                                                              | 25.00            |
| Micro Chip (For dogs of General Public)                                                                                | 25.00            |
| Micro chip (w/Adoption)                                                                                                | 20.00            |
| Kennel Fee (annual)                                                                                                    | 75.00            |
| Replacement/Duplicate tag <u>for dog or cat</u>                                                                        | 6.00             |
| <del>Regulatory permit (business)</del>                                                                                | <del>50.00</del> |
| Euthanization of trapped raccoon (includes removal of carcass) and trapped skunk (does not include removal of carcass) | 20.00            |
| Trap rental security deposit                                                                                           | 50.00            |
| Trap rental fee per week                                                                                               | 10.00            |

**NON-CONTRACTED CITIES FEES:**

| <b>Fee Description</b>                       | <b>Amount</b> |
|----------------------------------------------|---------------|
| Impound                                      | 75.00         |
| Boarding per day/per animal                  | 20.00         |
| Impound of Livestock (regular working hours) | 125.00        |
| Impound of Livestock (after working hours)   | 175.00        |

|                                                                |                |
|----------------------------------------------------------------|----------------|
| Daily Boarding Charges for Livestock                           | 50.00          |
| Euthanasia and Disposal                                        | 50.00          |
| Quarantine (10 days)                                           | 200.00         |
| Stock Truck, Trailer and ACO from Animal Control site & return | 200.00         |
|                                                                | +2.00 per mile |

**Section 86. Section 6.12.070 of the *Davis County Code* is hereby repealed.**

**~~Section 6.12.070~~ — ~~Regulatory permits.~~**

~~It is unlawful for any person to operate a boarding kennel, cattery, pet shop, groomery, riding stable, or any similar establishment, unless such person first obtains a regulatory permit from the Animal Control Department, which permit shall be in addition to all other required licenses. All applications for permits to operate such establishments shall be submitted together with the required permit fee on a printed form provided by the Animal Control Department. Before the permit is issued, approval shall be granted by the Davis County Health Department, and appropriate zoning authority and the Animal Control Department. Establishments in existence prior to the ratification of this title shall obtain such regulatory permit within ninety (90) days of written notification of the regulatory inspector that such a permit is necessary.~~

**Section 9. Effective Date.**

This ordinance shall become effective 15 days after its adoption and upon publication as required by law.

This ordinance was duly approved and adopted by the Board of County Commissioners of Davis County, Utah on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, with Commissioners, Louenda H. Downs, P. Bret Millburn and John Petroff Jr., all voting as noted above regarding passage of this ordinance.

BOARD OF COUNTY COMMISSIONERS OF DAVIS COUNTY

By: \_\_\_\_\_  
Louenda H. Downs, Chairperson

ATTEST:

\_\_\_\_\_  
Steve S. Rawlings  
Davis County Clerk/Auditor

Approved as to legal form and compatibility with state law:

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Deputy Davis County Attorney



# COUNCIL AGENDA

March 27, 2012

**Agenda Item “e”**

**Discuss the appointment to the North Davis Sewer District. (5 min.)**

***Factual Summation***

- Any questions regarding this item may be directed at City Manager Bob Rice or City Attorney William Carlson.
- Please see the attached memo provided by William Carlson.



**Mayor**  
Jamie Nagle

**City Council**  
Brian Duncan  
Craig Johnson  
Karianne Lisonbee  
Douglas Peterson  
Larry D. Shingleton

**City Manager**  
Robert D. Rice

## MEMORANDUM

**To:** Mayor and City Council

**From:** City Attorney

**Date:** March 22, 2012

**Subject:** North Davis Sewer District Appointment

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### Background

In 2010 Councilmember Kimmel was appointed to serve a four year term on the North Davis Sewer District (“NDSD”). In May 2011, after allegations of misconduct, Resolution 11-15 was unanimously passed by the Syracuse City Council, removing Councilmember Kimmel and appointing Councilmember Peterson “to serve for a term concurrent with Councilmember Peterson’s term of office as a member of the Governing Body of the City.” Councilmember Kimmel was among those voting in support of Resolution 11-15. On Tuesday, January 10, Councilmember Lisonbee made a motion to amend Resolution 12-02 to include language appointing Councilmember Shingleton to NDSD. Councilmember Lisonbee’s amended motion passed by a majority vote of the council with Councilmember Peterson voting no. Resolution 12-02 did not include language removing Councilmember Peterson from the NDSD. At this point, nothing has been presented supporting a “for cause” removal of Councilmember Peterson.

“Whenever a vacancy occurs on any local district board for any reason, a replacement to serve out the unexpired term shall be appointed...[by the City Council] if the person vacating the position was appointed.” [Utah Code §20A-1-512\(1\)\(a\)](#). “Before acting to fill the vacancy, the [City Council] shall... give public notice of the vacancy at least two weeks before the [City Council] meets to fill the vacancy.” [Id at \(1\)\(b\)](#).

For at least the last three appointments, Syracuse City has not given public notice of a vacancy on the NDSD prior to appointing someone to fill the vacancies.

## **Recommendation**

The City Attorney recommends that Resolution 12-02 be reconsidered. The two problems with Councilmember Shingleton's appointment in Resolution 12-02 are 1- two weeks of public notice was not given prior to his appointment, and 2- Councilmember Peterson was not removed prior to Councilmember Shingleton's appointment.

Addressing the lack of two weeks public notice before Councilmember Peterson's appointment is complicated by the fact that since the appointment in May 2011, he has been serving on the NDS. The time to reconsider Resolution 11-15 has passed. If Councilmember Peterson resigns the NDS, two weeks public notice should be given before filling the vacancy. If Councilmember declines to resign the position, the City Council has three options:

1. Vote to Remove Councilmember Peterson from the NDS.
2. Instruct staff to provide public notice for two weeks of an intention to verify the appointment of Councilmember Peterson on the NDS subject to objections from the public.
3. Take no further action on Councilmember Peterson's appointment to the NDS until the end of his term or his resignation.

The City Attorney recommends either of the latter two options as more legally sound. There is a requirement that a vote to remove a sitting member be by 2/3 and only occur "for cause." Utah Code §17B-1-304(4). At the same time, City Councils are exempt from that section if the Council appoints one of its own members. *Id* at (6). The problem with voting to remove Councilmember Peterson for any reason other than for cause is that it would initially violate section 304 and only later become a permissible action if the Council ultimately appointed another member of the Council after a two week notice of the vacancy. Accordingly, the City Attorney recommends either taking no action at this time or instructing staff to provide public notice of an intention to verify the appointment of Councilmember Peterson.



# COUNCIL AGENDA

March 27, 2012

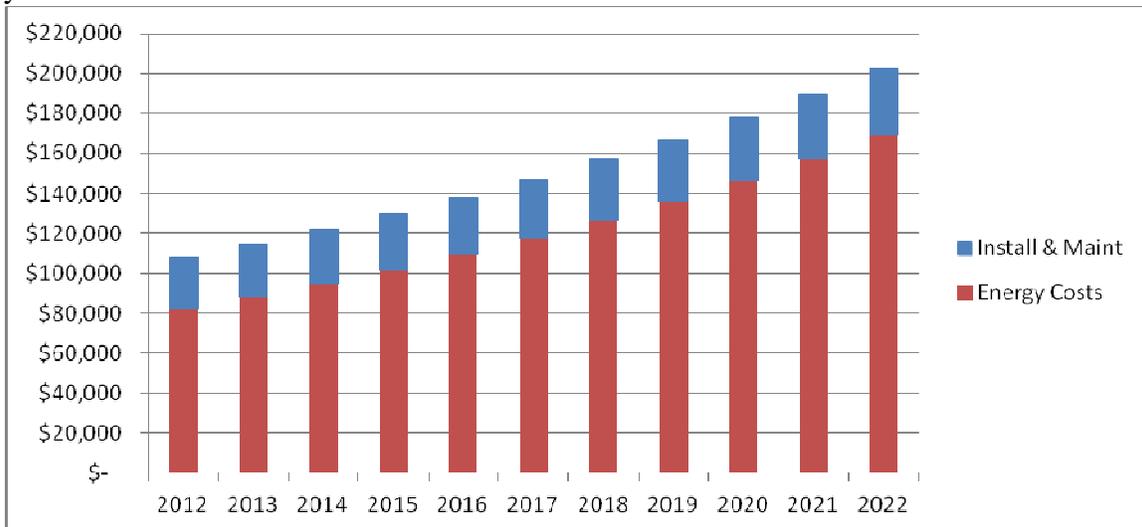
Agenda Item # f                      **Siemens Streetlight Conversion Project (5 min.)**

### ***Factual Summation***

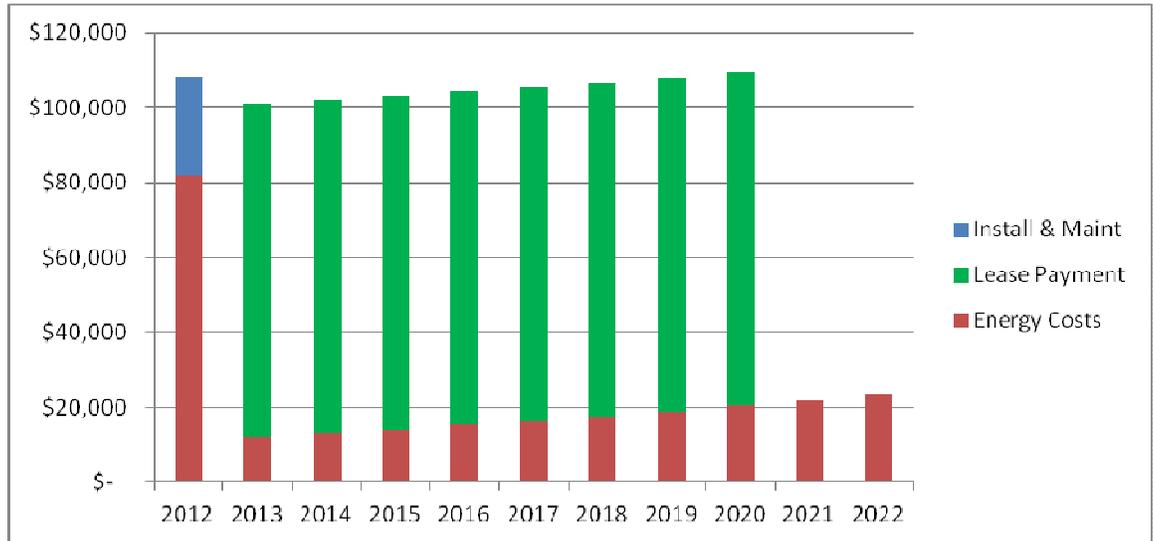
- Any questions regarding this item may be directed at Finance Director Steve Marshall.
- Please see the memo below provided by Steve Marshall.
- Please see attached annexation presentations from Siemens and Steve Marshall.

### ***Memorandum***

Please see the attach power point slides and contract agreement between Syracuse City and Siemens. This agreement is to authorize city administration to move forward with the proposed street lighting project. Within our street lighting fund, our biggest expenses are for energy costs and installation & maintenance. Current estimates by Rocky Mountain power suggest that utility costs will continue to rise at 7.5% per year. Installation & maintenance costs will continue to rise at 2.5% per year. The chart below illustrates what our projected costs will be over the next 10 fiscal years. If trends continue the city will be paying in excess of \$200,000 per year compared to \$108,100 in our budget this fiscal year.



With the agreement to move forward with the street lighting project the city would agree to an 8 year capital lease with Zion's Bank to fund the costs of the project. By purchasing the light fixtures and switching to induction lighting the city will cut its energy costs and installation costs by more than the cost to fund the capital lease. See the chart below:



- My recommendation is to move forward with this project to help save tax payer dollars and to become more energy efficient (“green”).

# The City of Syracuse, Utah



Streetlight Conversion Project  
Presented by Siemens Industry, Inc.  
Building Technologies Division

# Project Highlights

- “Budget Neutral” – Projects savings fund the project
- “Cash Flow Positive” – In all project years
- “Owned Infrastructure” – Significant reduction in Maintenance Costs
- “Extended Warranty”- Material Warranty extends beyond payback period

| Pollutants and CO2 Equivalent    | Annual Reduction | 10 Year Reduction |
|----------------------------------|------------------|-------------------|
| <b>Emissions Reductions</b>      |                  |                   |
| CO2 (lbs)                        | 425,079          | 4,250,790         |
| NOx (lbs)                        | 709              | 7,090             |
| Sox (lbs)                        | 432              | 4,320             |
| <b>CO2 Reduction Equivalents</b> |                  |                   |
| Acres of Forest Preserved        | 1.4              | 14.0              |
| Railcars of Coal                 | 1.0              | 10.0              |
| Cars Driven for a Year           | 37.5             | 375.0             |

# Project Overview and Assumptions

- ✓ Existing O&M Cost \$80,000
- ✓ After-Project First Year O&M Cost \$12,000
- ✓ Existing Annual kwh usage 443,843
- ✓ After-Project Annual kwh usage 150,035
- ✓ Annual Energy Escalation Rate 7.5%
- ✓ Annual Operations Escalation Rate 2.5%
- ✓ Project Scope includes City-wide Street Lighting, Parks and Parking Lot Lighting

## Financing and Legal

- RFP for Financial Services has been completed
- Contract has been reviewed by Syracuse and Siemens Legal
- Contract Exhibits; Scope, Warranty, Cash Flows are in final review

# City Street Light Appearance Comparison



City Hall



Public Works



Main Decorative



Main Cobra Head



Residential  
Town&Country



Residential  
Decorative

# Life Cycle Comparison

## Annual Costs-Assume 18 Year Cycle

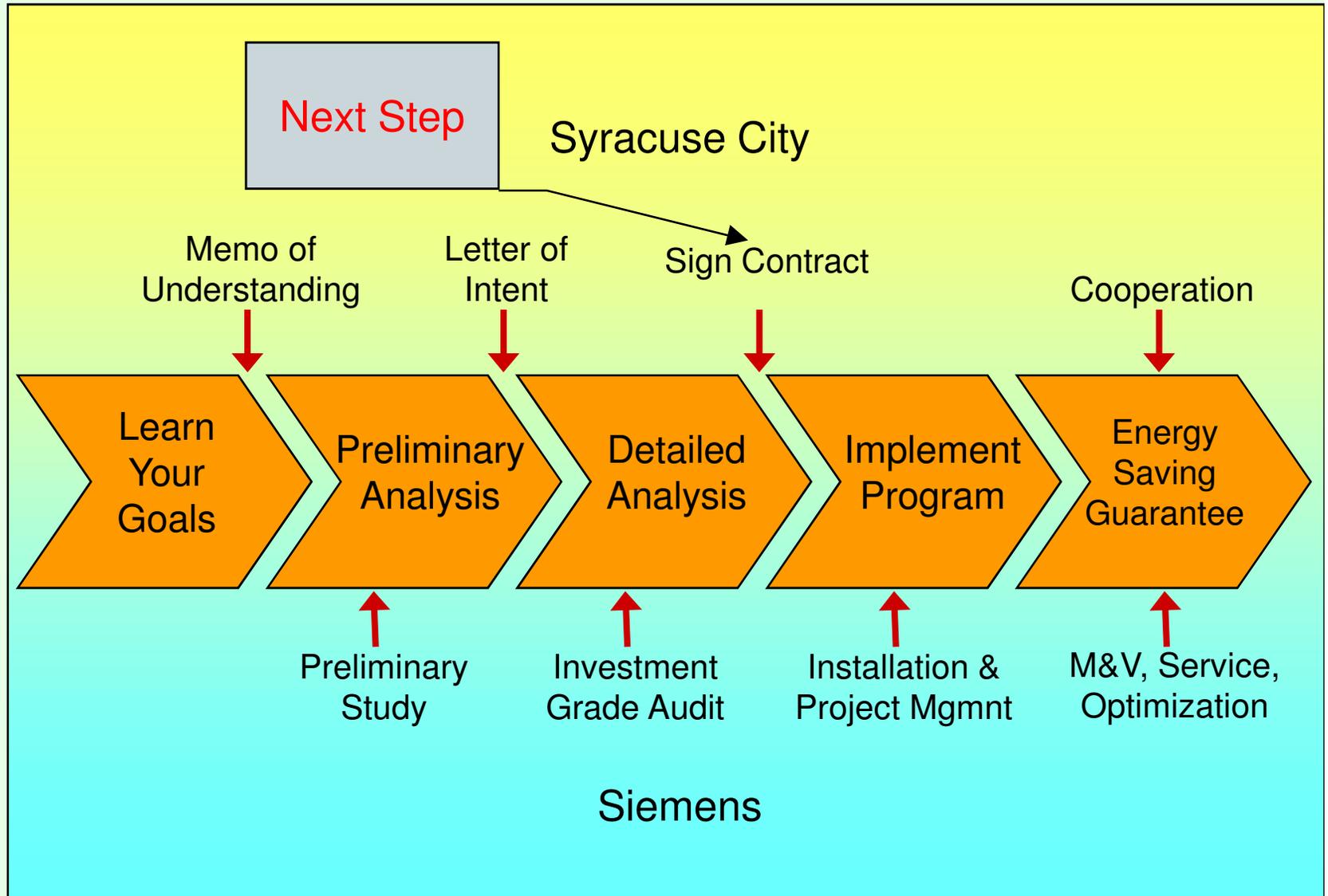
|                 | Incand          | MV              | HPS            | MH (Pulse)     | Induction      | LED            |
|-----------------|-----------------|-----------------|----------------|----------------|----------------|----------------|
| First Cost      | \$185           | \$185           | \$185          | \$209          | \$450          | \$650          |
| MTF* Hrs.       | 4000            | 24,000+         | 24,000+        | 16,000         | 100,000        | 70,000         |
| Req'd Wattage** | 650             | 296             | 117            | 117            | 70             | 78             |
| Maint. & Depr.  | \$93.28         | \$35.29         | \$34.39        | \$68.11        | \$29.98        | \$54.78        |
| Energy          | \$173.22        | \$78.82         | \$31.18        | \$23.98        | \$18.65        | \$21.18        |
| <b>Total</b>    | <b>\$266.50</b> | <b>\$114.11</b> | <b>\$65.57</b> | <b>\$92.09</b> | <b>\$48.63</b> | <b>\$75.96</b> |

\*Mean Time to Failure \*\*Includes Ballast Wattage

#### Assumptions:

- Energy @ \$.065/kwh
- Labor/equipment cost per trip- \$88.00
- Not included ; escalation or cost of money
- Assume Percentage Failure based on MTF
- Standard mast arm and cobra-head on utility pole
- 100W equivalent

# Performance Contracting Process Overview





SYRACUSE  
EST. CITY 1835

# Street Lighting Project

March 27, 2012

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SYRACUSE  
EST. CITY 1835

## FACTS

- Current budgeted costs in street lighting fund:
  - Maintenance - \$4,000
  - Installation - \$22,000
  - Energy costs - \$82,000
  - Bad Debt Exp - \$100
  - Total - \$108,100



SYRACUSE  
EST. CITY 1935

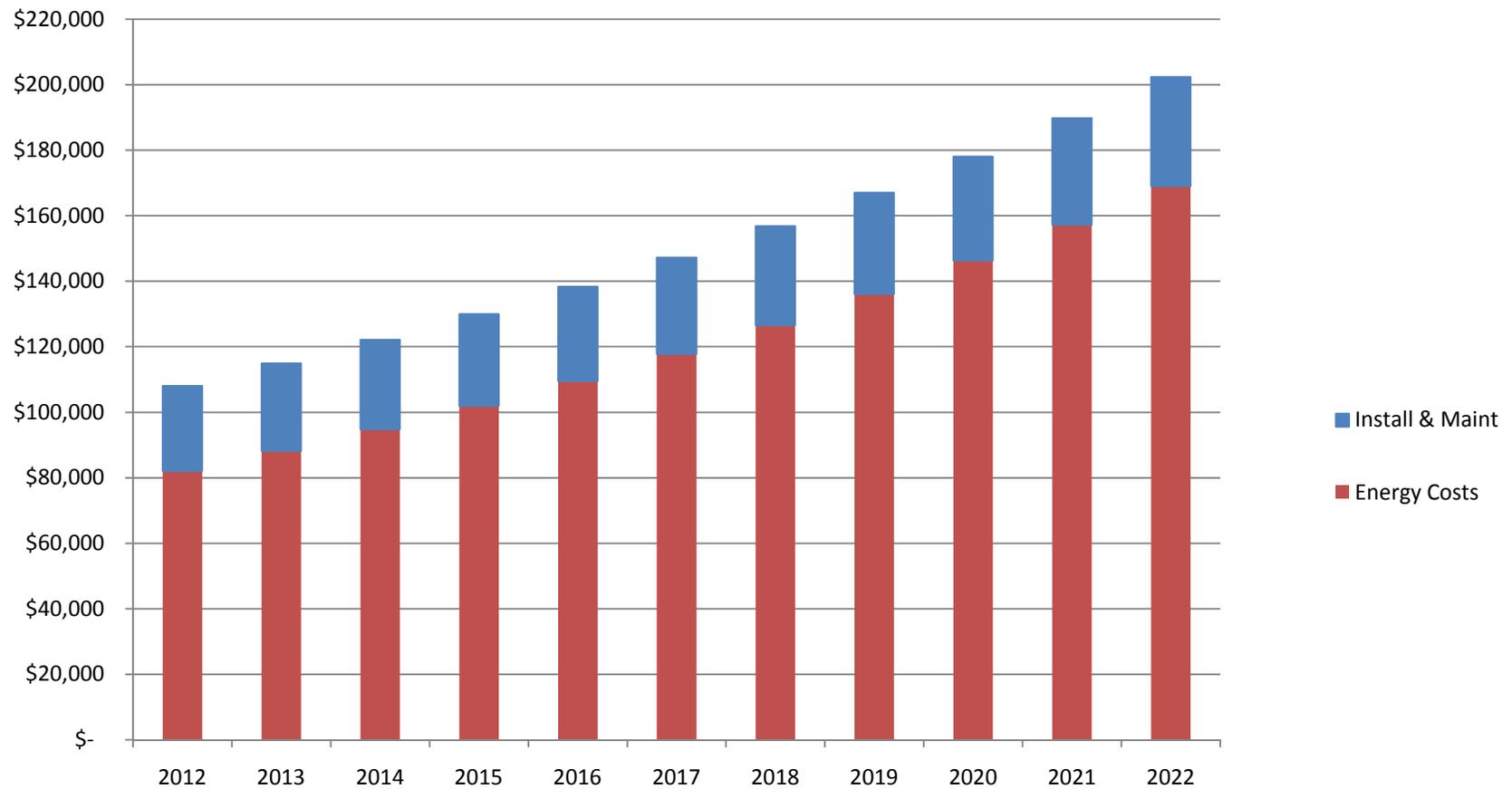
## FACTS

- **Current market factors suggest that energy costs and maintenance costs will escalate at 7.5% and 2.5% respectively each year.**
-



SYRACUSE  
EST. CITY 1835

# CURRENT CONDITIONS





SYRACUSE  
EST. CITY 1835

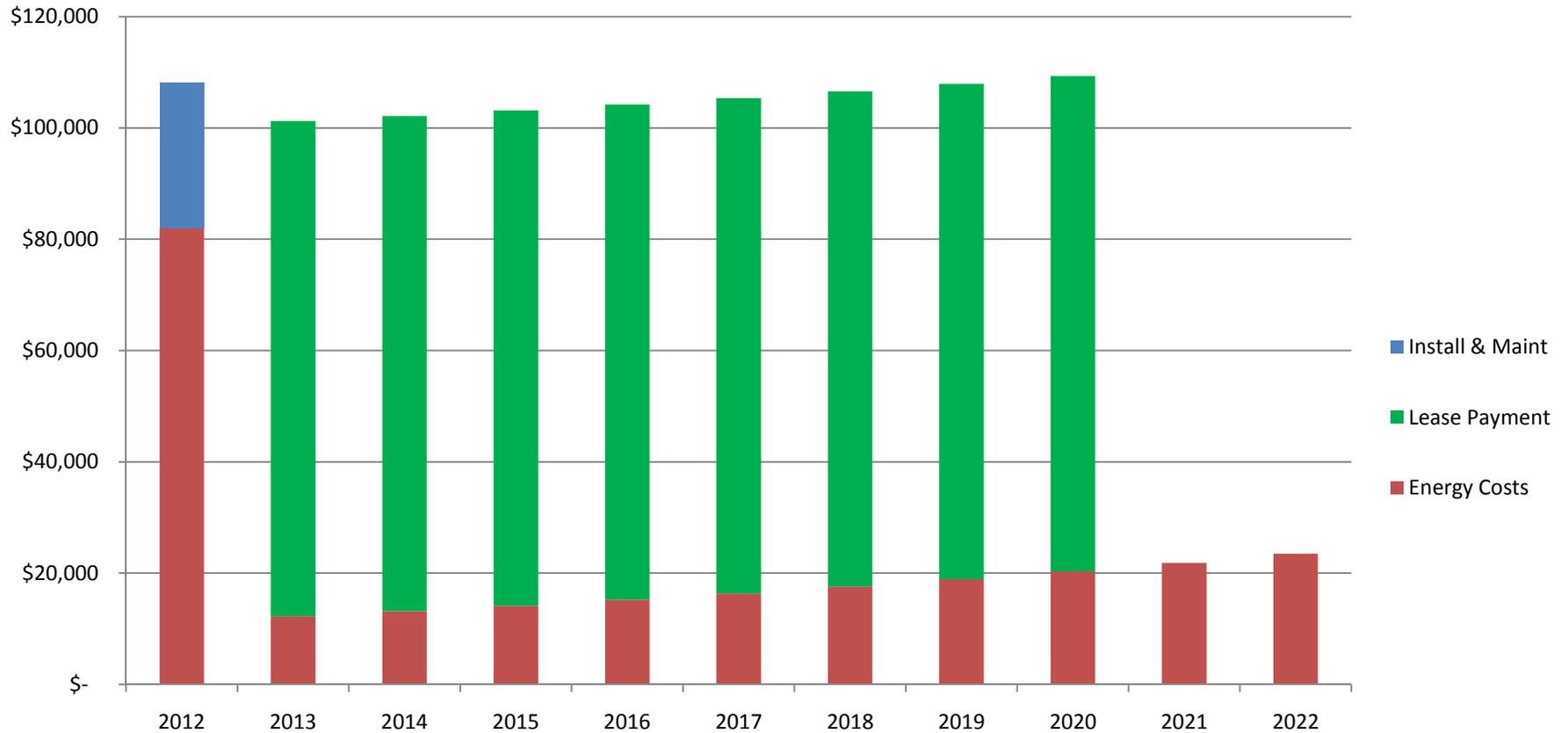
## FACTS

- If we move ahead with this street lighting project we will cut our energy cost by approximately 85%.
    - Currently from \$82,000 to an estimated \$12,500 per year.
  - We will cut our maintenance costs by 100% since the lights have a 10 year parts guarantee with an estimate useful life of 18-20 years.
    - Currently from \$26,100 to \$0.
    - Any failure in lights would result in free parts sent to the city and city staff installing the replacements.
-



SYRACUSE  
EST. CITY 1835

# FUTURE CONDITIONS





SYRACUSE  
EST. CITY 1835

## Recommendation

- Move forward with the project. After the capital lease is paid back our ongoing costs will drop to an estimated \$24,000 in FY2022 versus our current condition in which we exceed \$200,000 in FY2022.
-

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# **PERFORMANCE CONTRACTING AGREEMENT**

between

**City of Syracuse, Corp.**

and

**Siemens Industry, Inc.,  
Building Technologies Division**

## TABLE OF ARTICLES

1. Agreement
2. Glossary
3. General
4. Performance Guarantee
5. Work by SIEMENS
6. The CITY's Responsibilities
7. Changes and Delays
8. Compensation
9. Acceptance
10. Insurance and Allocation of Risk
11. Hazardous Material Provisions
12. Miscellaneous Provisions
13. Maintenance Services Program

# PERFORMANCE CONTRACTING AGREEMENT

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Number: SAP JOB NUMBER

## Article 1 AGREEMENT

THIS **PERFORMANCE CONTRACTING AGREEMENT** ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012 (the "Effective Contract Date", defined below), by and between Siemens Industry, Inc., Building Technologies Division ("SIEMENS") and the party identified below as the CITY.

**The CITY:** Syracuse City Corporation  
1979 West 1900 South  
Syracuse, Utah 84075

DESIGNATED REPRESENTATIVE: Bob Rice  
PHONE: 801-825-1477

**Siemens Industry, Inc., Building Technologies Division**  
1000 Deerfield Parkway  
Buffalo Grove, Illinois 60089

With offices at: [Insert branch address]

DESIGNATED REPRESENTATIVE:  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

For Work and Services in connection with the following project (the "Project"):

Syracuse Street Lighting

The CITY considered performing the following FIMs but at this time, has determined to exclude them from the Scope of Work and Services, Exhibit A:

**[List FIMS not part of this project that were considered and may be performed via amendment at a later date]**

# PERFORMANCE CONTRACTING AGREEMENT

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## Articles and Attachments

This Agreement consists of this document, which includes the following articles and exhibits which are acknowledged by the CITY and SIEMENS and incorporated into the Agreement by this reference:

### Articles

1. Agreement
2. Glossary
3. General
4. Performance Guarantee
5. Work BY SIEMENS
6. The CITY's Responsibilities
7. Changes and Delays
8. Compensation
9. Acceptance
10. Insurance and Allocation of Risk
11. Hazardous Material Provisions
12. Miscellaneous Provisions
13. Maintenance Services Program

### Exhibits

- |           |                            |
|-----------|----------------------------|
| Exhibit A | Scope of Work and Services |
| Exhibit B | Payment Schedule(s)        |
| Exhibit C | Performance Assurance      |
| Exhibit D | Addendum No. 1             |

This Agreement, when executed by an authorized representative of the CITY and authorized representatives of SIEMENS, constitutes the entire, complete and exclusive agreement between the Parties relative to the project scope stated in Exhibit A. This Agreement supersedes all prior and contemporaneous negotiations, statements, representations, agreements, letters of intent, awards, or proposals, either written or oral relative to the same, and may be modified only by a written instrument signed by both Parties.

## COMPENSATION/TERMS OF PAYMENT:

As full consideration for the performance of the Work and Services set forth in Exhibit A, and for the Performance Assurance set forth in Exhibit C, the CITY shall pay SIEMENS in such manner and amounts as agreed to in Exhibit B.

Agreed for **Syracuse City, Corp.**

(Signature) by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

(Signature) by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Agreed for **Siemens Industry, Inc.**

(Signature) by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

(Signature) by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

# PERFORMANCE CONTRACTING AGREEMENT

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## Article 2

### Glossary

The following terms shall for all purposes have the meanings stated herein, unless the context otherwise specifies or requires, or unless otherwise defined in the Agreement:

**“Acceptance”** means the CITY has signed, or is deemed to have signed, a Certificate of Substantial Completion.

**“Acceptance Date”** means the date on which the CITY signs or is deemed to have signed a Certificate of Substantial Completion.

**“Annual Performance Assurance Report”** means the document prepared by SIEMENS and submitted to the CITY as part of the Performance Assurance Service Program, which identifies the Savings achieved for the applicable Annual Period.

**“Annual Period”** means a twelve (12) month period beginning on the Guarantee Date or on any anniversary date thereof.

**“Annual Realized Savings”** means the actual Savings achieved by the CITY during an Annual Period, calculated as the sum of the Measured & Verified Savings plus the Stipulated Savings.

**“Applicable Law”** means laws, ordinances, codes, rules and regulations applicable to the Work and in effect on the Effective Contract Date.

**“Baseline”** means the measurements of Facility energy usage taken prior to the Effective Contract Date, and the Facility operating practices in effect prior to the Effective Contract Date, as set forth in the Performance Assurance, Exhibit C.

**“Baseline Period”** means the period of time from which data is provided to SIEMENS to derive the Baseline measurements. The Baseline Period is set forth in the Performance Assurance, Exhibit C.

**“BTU”** means a British Thermal Unit and is a unit of thermal energy.

**“Capital Off-Set Savings”** means a sub-category of Operational Savings where Savings will result in a cost effective upgrade to the Facility to address one or more of the following issues: potential future increased costs, comfort, code non-compliance, usage requirements, user needs and/or expectations.

**“Certificate of Substantial Completion”** means the document indicating that the Work, or a designated portion of the Work, is Substantially Complete in accordance with the Agreement.

**“CITY Representative”** means the person identified to SIEMENS by the CITY as the person authorized to make decisions on behalf of the CITY as set forth in Section 6.1(a) hereof.

**“Construction Period”** means the period between the Effective Contract Date and the first day of the month following the date of Substantial Completion.

**“Construction Period Savings”** means the actual accumulated Measured & Verified Savings plus the Stipulated Savings achieved from the Effective Contract Date until the Guarantee Date.

**“Contracted Baseline”** means the post-FIM-implementation Facility operating profile based on parameters described in Exhibit C, which the CITY shall maintain throughout the Performance Guarantee Period and are relied upon by SIEMENS for the calculation of Guaranteed Savings as provided in the Performance Assurance, Exhibit C. The Contracted Baseline must also include stipulated hours of operation and plug-loads for all Facilities, and must include stipulated blended, or non-blended, utility rates.

**“Deferred Maintenance”** means a sub-category of Operational Savings where Savings result from a reduction of current or potential future repair and maintenance costs due to certain work being performed hereunder where such work had been previously postponed.

**“Deliverables”** shall mean collectively, (a) any Equipment and any Software Product deliverable to CITY from SIEMENS under or in connection with the Work, and (b) any Work Product Deliverables.

**“Effective Contract Date”** is the date appearing at the top of this Agreement, unless specifically indicated otherwise.

**“Energy Conservation Measure”** or **“ECM”** means the SIEMENS’ Products and/or other third party equipment, devices, materials and/or software as installed by SIEMENS at the Facilities, or as repaired or replaced by SIEMENS or the CITY hereunder, for the purpose of improving the efficiency of utility consumption.

**“Equipment”** means the physical equipment to be provided by SIEMENS as described in the Scope of Work and Services, Exhibit A.

**“Escalation Rate”** means an annual percentage increase to be applied to the previous year’s energy savings, operational savings and service pricing, beginning and occurring on dates outlined in the Performance Assurance, Exhibit C. A different

## PERFORMANCE CONTRACTING AGREEMENT

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Escalation Rate may be applied to differing Savings calculations and/or payment schedules depending on the percentage agreed upon by the Parties.

**“Facility” or “Facilities”** means the building(s) or structure(s) where Work will be installed or implemented.

**“Facility Improvement Measures” or “FIMs”** means the (i) Instruments, know-how and Intellectual Property, including but not limited to methods and techniques for energy conservation, owned or licensed by SIEMENS and employed by SIEMENS to perform the Work and Services under this Agreement; and, (ii) the installation of Equipment and Software Products with the intent of generating net savings or efficiencies at or in connection with the operation of the Facilities. A FIM may include one or multiple ECMs as well as any non-conservation-related activities, means or methods.

**“FEMP”** means the Federal Energy Management Program managed by the United States Department of Energy.

**“FEMP Guidelines”** means the FEMP M&V Guidelines v. 3.0 published by FEMP as *M&V Guidelines; Measurement and Verification for Federal Energy Management Projects*.

**“Guarantee Date”** means the first day of the month following the date on which the CITY executes the final Certificate of Substantial Completion, thus indicating that the Construction Period is complete.

**“Guaranteed Annual Savings”** are the Guaranteed Measured & Verified Savings plus the Stipulated Savings that SIEMENS guarantees will be achieved in an Annual Period of the Performance Guarantee Period.

**“Guaranteed Measured & Verified Savings”** means the Measured & Verified Savings that SIEMENS guarantees will be achieved, as described in the Performance Assurance, Exhibit C.

**“Guaranteed Savings”** means the amount of Savings that SIEMENS guarantees will be achieved at the Facility during the Performance Guarantee Period, as identified in the Performance Assurance, Exhibit C as subject to the limitation identified in Section 4.8.

**“Hazardous Materials”** refers to the definition found in Section 11.1.

**“Instruments”** means all know-how, tools and related documentation owned or licensed by SIEMENS and used by SIEMENS to install or commission Equipment and Software Products for operation at the Facility, including but not limited to tools for installing any Software Products in Equipment, performing diagnostics on Equipment as installed in the Facility as well as any reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for SIEMENS and used by SIEMENS to provide an ECM or a FIM. Instruments excludes Work Product Deliverables.

**“Intellectual Property Rights” or “Intellectual Property”** means all trade secrets, patents and patent applications, trade marks (whether registered or unregistered and including any goodwill acquired in such trade marks), services marks, trade names, internet domain names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in inventions (whether patentable or not) including, but not limited to, any and all renewals or extensions thereof, and all other proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world, including, but not limited to, any and all renewals or extensions thereof.

**“IPMVP”** means the International Performance Measurement and Verification Protocol, Volume 1, EVO 10000-1.2007 as prepared by the Efficiency Valuation Organization.

**“kW” and “kWh”** means kilowatt and kilowatt hour, respectively.

**“Maintenance Services Program” or “MSP”** means the Services performed by SIEMENS to maintain the Equipment in good working order. The MSP may also contain Services unrelated to the maintenance of the Equipment. If applicable, the MSP is more fully described in the Scope of Work and Services, Exhibit A.

**“Material Change”** means a measurable deviation in the Contracted Baseline such that there is an adverse impact on the Annual Realized Savings which results or will result in a Savings Shortfall.

**“Measured & Verified Savings”** means those Savings that can be calculated and ascertained by the methodology set forth in the Performance Assurance, Exhibit C.

**“Oil”** refers to the definition found in Section 11.1.

**“Operational Savings”** means Savings derived from reduced operational expenses, including but not limited to, Deferred Maintenance, or Capital Off-Set Savings. Operational Savings can only be expressed in monetary value and are Stipulated Savings.

**“Parties”** means the CITY and SIEMENS.

## PERFORMANCE CONTRACTING AGREEMENT

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**“Performance Assurance”** is the process of ascertaining whether the FIMs are performing at the level necessary to achieve the Guaranteed Savings.

**“Performance Assurance Services Program” or “PASP”** means the Services required to monitor the operation of the FIMs so that SIEMENS can provide the Annual Performance Assurance Report detailing the Annual Realized Savings and comparing the same to the Annual Guaranteed Savings based upon the calculations agreed to by the Parties in the Performance Assurance, Exhibit C. The Services provided under the PASP are described in the Scope of Work and Services, Exhibit A.

**“Performance Guarantee”** means the guarantee that SIEMENS makes to the CITY which is reconciled and confirmed through the Performance Assurance process set forth in the Performance Assurance, Exhibit C.

**“Performance Guarantee Period”** means the timeframe from the Guarantee Date to the last day of the final Annual Period as described in Table 1.1 of the Performance Assurance, Exhibit C, or the period from the Guarantee Date until the termination of this Agreement, whichever occurs earlier.

**“Permitted Users”** means the CITY, its employees and agents.

**“Savings”** means the Parties’ intended result from implementing all FIMs. Savings can be derived from reductions in energy or utility consumption, reductions in operating expenses, a changed utility rate classification or a combination thereof. The Savings that are achieved from reduced energy or utility consumption are converted to a dollar figure based upon the calculation in Article 4.1.1 and as detailed in the Performance Assurance, Exhibit C. When converted to a dollar figure, these Savings become energy cost savings. Operational Savings are only expressed in a dollar figure.

**“Savings Shortfall”** means the Annual Realized Savings less the Guaranteed Annual Savings for the Annual Period resulting in an amount less than zero.

**“Services”** means those services to be provided by SIEMENS as described in the Scope of Work and Services, Exhibit A.

**“SIEMENS Pre-existing Intellectual Property”** means any Intellectual Property: (i) that has been conceived or developed by an employee or subcontractor of SIEMENS before SIEMENS performs any Work or Services under this Agreement; (ii) that is conceived or developed by such employee or subcontractor at any time wholly independently of SIEMENS performing the Work under this Agreement; or, (iii) if developed while performing the Work under this Agreement, where the development of Intellectual Property for the benefit of the CITY is not expressly identified as a FIM or part of a FIM. SIEMENS Pre-existing Property is included in all reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for SIEMENS.

**“SIEMENS Product”** means a product, including Software Product and/or Equipment, offered for sale or license by SIEMENS or its affiliates or subsidiaries and developed prior to performing the Work or SIEMENS rendering services in connection with this Agreement. A SIEMENS Product also includes improvements or modifications to any Equipment and any Software Product developed by SIEMENS or developed as part of the Work, including any SIEMENS Product that is configured or modified for operation at a site specified by the CITY. Any information that is provided by the CITY and incorporated into a SIEMENS Product is not, by itself, a SIEMENS Product. A compilation of such information and the product of such compilation is not itself a SIEMENS Product.

**“Software Product”** means any software that is owned or licensed by SIEMENS or its affiliates and that is either separately deliverable for use in the Equipment or for use in a computer system owned by the CITY or delivered as firmware embedded in the Equipment.

**“Stipulated Savings”** are a sub-category of Guaranteed Savings that do not require post-FIM implementation measurement and verification because they are agreed upon by the Parties based upon representations made to SIEMENS by the CITY and through the application of generally accepted analytical formulae. As such, Stipulated Savings are agreed upon in advance by the Parties and cannot be changed. When used as a methodology for representing a FIM’s energy savings, such methodology is not recognized as a measurement and verification methodology under IPMVP. Therefore, where the IPMVP measurement methodologies are required, a methodology other than Stipulated Savings must be used to calculate energy savings.

**“Substantial Completion” or “Substantially Complete”** means the Work, or any identifiable portion thereof, is sufficiently complete, in accordance with the provisions of this Agreement relating to the Scope of the Work and Services, Exhibit A, such that the CITY will be able to realize from such Work substantially all of the practical benefits intended to be gained therefrom, or otherwise employ the Work or the FIMs for their intended purposes. To the extent that the Work requires multiple Acceptances, the Work’s final Substantial Completion date shall determine the Guarantee Date.

**“Therm”** is a measure of energy equal to 100,000 BTUs.

## PERFORMANCE CONTRACTING AGREEMENT

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**“Total Guaranteed Savings”** means the sum of the Savings that are guaranteed for all Annual Periods during the Performance Guarantee Period (inclusive of the Construction Period, if applicable). The Total Guaranteed Savings are reflected in Tables 1.1 and 1.2 in the Performance Assurance, Exhibit C.

**“Work”** means collective labor, Equipment and services comprising the FIMs to be performed by SIEMENS, as described in the Scope of Work and Services, Exhibit A.

**“Work Product Deliverable”** means the tangible form of a report or drawing specifically developed for, commissioned by and deliverable to the CITY in connection with the Work to be performed by SIEMENS under this Agreement.

### Article 3 General

- 3.1 The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm’s length and among the Parties equally sophisticated and knowledgeable as to the subject matter of this Agreement. Each party has conferred, or has had the opportunity to confer, with their respective legal counsel. Accordingly, in the event any claim is made relating to any conflict, omission, or ambiguity in this Agreement, no presumption, burden of proof, or persuasion shall be implied by virtue of the fact that this Agreement was drafted by or at the request of a particular party or its legal counsel.
- 3.2 The CITY hereby engages and SIEMENS hereby accepts the engagement to perform and to provide the Work and Services set forth in Exhibit A in accordance with the terms and conditions of this Agreement.
- 3.3 SIEMENS shall perform the Work as an independent contractor with exclusive control of the manner and means of performing the Work in accordance with the requirements of this Agreement. SIEMENS has no authority to act or make any agreements or representations on behalf of the CITY. This Agreement is not intended, and shall not be construed to create, between the CITY and SIEMENS, the relationship of principal and agent, joint-venturers, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of SIEMENS shall be, or shall be deemed to be, an employee or agent of the CITY.
- 3.4 SIEMENS represents, warrants and covenants to the CITY that:
- (a) It has all requisite corporate power to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of SIEMENS’s organizational documents, any Applicable Law, or any agreements with third parties;
  - (b) It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the Agreement;
  - (c) This Agreement is the legal, valid and binding obligation of SIEMENS, in accordance with its terms, and all requirements have been met and procedures have been followed by SIEMENS to ensure the enforceability of the Agreement;
  - (d) To SIEMENS’s best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting SIEMENS that affects the validity or enforceability of this Agreement; and,
  - (e) It is duly authorized to do business in all locations where the Work and Services are to be performed, and
  - (f) SIEMENS has consulted with its legal counsel and is relying on the advice of its counsel concerning its legal obligations under this Agreement, and is not relying on the CITY in this regard.
- 3.5 The CITY represents, warrants and covenants to SIEMENS that:
- (a) It has all requisite corporate power and/or statutory authority to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of the CITY’s organizational documents, any Applicable Law, or any agreements with third parties;
  - (b) It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the Agreement;
  - (c) This Agreement is the legal, valid and binding obligation of the CITY, in accordance with its terms, and all requirements have been met and procedures have been followed by the CITY to ensure the enforceability of the Agreement;
  - (d) To the CITY’s best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting the CITY that affects the validity or enforceability of this Agreement; and,

## PERFORMANCE CONTRACTING AGREEMENT

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- (e) The CITY has consulted with its legal counsel and is relying on the advice of its counsel concerning all legal issues related to this Agreement, and is not relying on SIEMENS in this regard.

### Article 4

#### Performance Guarantee

- 4.1 The Annual Realized Savings generated during each Annual Period will be no less than the Guaranteed Annual Savings as shown in Tables 1.1 and 1.2 of the Performance Assurance, Exhibit C, subject to the limits in Section 4.8. The measurement and verification calculation methodology for determining the Savings is set forth in the Performance Assurance, Exhibit C.
- 4.1.1 General. Except as otherwise provided, energy savings will be calculated for each month of each Annual Period as the product of (a) “units of energy saved” (kWh, Therms, GJ, etc.) multiplied by (b) “cost of energy.”
- (a) Units of energy saved are calculated by 1) assuming the Contracted Baseline has been maintained per Section 4.3 below, and 2) subtracting the then current period measured units of energy consumed from the Baseline units of energy defined in Article 5 of Exhibit C.
- (b) Costs of energy are defined in Article 6 of Exhibit C-Utility Rate Structures and Escalation Rates.
- 4.2 Any future Escalation Rates to be applied to utility, energy or other costs are set forth in Exhibit C. SIEMENS and the CITY agree that the Baseline data set forth in Exhibit C is a full and accurate reflection of the existing Facility, equipment, operation, business use and energy usage, and that such Baseline data will be the basis on which all future energy use will be compared in order to determine the Annual Realized Savings.
- 4.3 SIEMENS and the CITY agree that the Contracted Baseline fully described in Exhibit C will represent the new operating and/or equipment profile of the Facility resulting from the FIM implementation. The Performance Guarantee is dependent upon and is subject to the express condition that the CITY operates and maintains its Facilities within the Contracted Baseline parameters, as may be adjusted in accordance with the terms herein, during the entire term of the Performance Guarantee Period.
- 4.4 The CITY agrees to notify SIEMENS prior to or within thirty (30) days of CITY’s knowledge of any Material Change.
- 4.5 Within thirty (30) days of notice of a Material Change, SIEMENS’s discovery of a Material Change and with prompt notice to CITY, SIEMENS will either:
- (a) Require a ~~negotiated~~ adjustment to the Performance Assurance and the Performance Guarantee as a result of the Material Change; or,
- (b) Where a commercially reasonable adjustment to the Performance Guarantee is unavailable, terminate both the Performance Assurance and the Performance Guarantee.
- 4.6 A Performance Guarantee Period savings reconciliation as identified in Section 4.1 will be performed at the end of each Annual Period as follows:
- (a) Within ninety (90) days of the Guarantee Date, the Construction Period Savings shall be reconciled and applied to the calculation of the first Annual Period’s Annual Realized Savings.
- (b) At the conclusion of each Annual Period, SIEMENS will calculate the Annual Realized Savings and compare the calculated amount to the applicable Guaranteed Annual Savings amount.
- (c) Where the Annual Realized Savings are less than the Guaranteed Annual Savings, a Savings Shortfall shall be recorded for the applicable Annual Period.
- (d) A Savings Shortfall shall be paid by SIEMENS within sixty (60) days following the CITY’s acceptance of the reconciliation and once paid SIEMENS shall have fulfilled its obligations under the Performance Guarantee for the applicable Annual Period.
- 4.6.1 As the mutual goal of the Parties is to maximize Savings, if SIEMENS can correct a Savings Shortfall through an operational improvement at no expense or material inconvenience to the CITY and without future operational expenses, and the CITY declines to allow such operational improvement, then any future Savings Shortfall that the improvement would have corrected will be negated by deeming the value of the Savings Shortfall as Savings achieved and adding the amount of same to the Annual Realized Savings calculations for each Annual Period thereafter.
- 4.7 The Performance Guarantee is dependent upon and is subject to the express condition that the CLIENT maintains the PASP during the entire Performance Guarantee Period. If the CLIENT fails to maintain, breaches, cancels or otherwise causes the termination of the PASP then; (a) The Performance Guarantee shall terminate immediately and be void

## PERFORMANCE CONTRACTING AGREEMENT

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and of no force or effect; or, (b) Where termination of the Performance Guarantee acts to render the Agreement in violation of Applicable Law, all Guaranteed Savings thereafter shall be determined to have been achieved and SIEMENS shall have been deemed to have met its Performance Guarantee obligations under this Agreement for each and every Annual Period thereafter without the obligation to provide the CITY, or any third-party as the case may be, with any further Annual Performance Assurance Reports.

- 4.8 The payments and credits based on Savings Shortfalls, if any, are the sole remedy of the CLIENT under this Performance Guarantee. ANY PAYMENTS MADE OR TO BE MADE TO THE CITY UNDER THE TERMS OF THIS PERFORMANCE GUARANTEE SHALL NOT EXCEED THE PAYMENTS ACTUALLY MADE BY CITY TO EITHER SIEMENS AND/OR A THIRD-PARTY (IN THE EVENT THAT THE CITY HAS FINANCED THE TRANSACTION) FOR THE AGGREGATE OF: THE PRICE, AS DEFINED IN EXHIBIT B, ARTICLE 1.1; THE PASP PAYMENTS; THE MSP PAYMENTS, IF ANY; AND, IF APPLICABLE, THE CITY'S COST OF FINANCING THE WORK. The CITY's cost of financing the Work is the cost of financing calculated either: (a) On the date that the escrow account is funded in accordance with Exhibit B, Article 1.2; or, (b) On the Effective Contract Date if the escrow requirement is expressly waived by SIEMENS.
- 4.9 The CITY represents that all existing equipment that is not installed by SIEMENS under this Agreement but is deemed necessary to achieve the Performance Guarantee, is in satisfactory working condition. Prior to the beginning of the Performance Guarantee Period, SIEMENS will have inspected all such existing equipment and reported any deficiencies to the CITY. To the extent that the deficiencies are not remedied by the CITY prior to the Guarantee Date, the adverse affect on the ability of the Project to attain the necessary Guaranteed Savings shall be factored into the Annual Performance Assurance Report and, if necessary, the Performance Guarantee shall be adjusted accordingly.
- 4.10 If the Equipment or the existing equipment is altered or moved by any person (including the CITY) other than SIEMENS or a person authorized by SIEMENS, the CITY shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or if necessary a re-commissioning of, the system at the CITY's expense in order to determine if a Material Change has occurred.
- 4.11 SIEMENS will have no liability or obligation to continue providing PASP Services or any Guaranteed Savings under the Performance Guarantee in the event that the CITY fails to:
- (a) Authorize a re-acceptance test or re-commissioning that SIEMENS reasonably deems necessary in order to determine if a Material Change has occurred;
  - (b) Provide access to any Facility where Work is to be performed;
  - (c) Service and maintain all Equipment in accordance with the manufacturers' recommendations in order to prevent a Savings Shortfall; or,
  - (d) Provide SIEMENS with accurate Facility operating information as soon as such information becomes reasonably available to the CLIENT, including energy usage and cost, executed preventive maintenance and repair records, building or equipment additions, and occupancy levels during each Annual Period.
- 4.12 Unless expressly contrary to Applicable Law, should the CITY decide to discontinue the PASP before the end of the Performance Guarantee Period for any reason other than breach by SIEMENS, the CITY will give SIEMENS thirty (30) days prior written notice and in such notice indicate that the CITY has selected one of the following:
- (a) The CITY will re-invest the avoided cost of cancellation of the PASP into Facility improvements and services that improve the overall Facility's performance and which improvements and services are implemented by SIEMENS; or,
  - (b) The CITY will pay to SIEMENS % of the remaining value left in the PASP Annual Period, as a liquidated damage and not as a penalty, to compensate SIEMENS for SIEMENS's up-front costs and expenses in preparing to perform the PASP as contracted for the Annual Period.
- 4.13 Unless expressly contrary to Applicable Law, any disputes concerning the calculation of the Annual Realized Savings or changes to the Contracted Baseline that are not resolved by negotiation between the Parties within thirty (30) days of the notice of the dispute, will be resolved by a third-party professional engineering firm which is reasonably acceptable to both SIEMENS and the CITY. The determination of such firm will be final and binding upon CITY and SIEMENS. SIEMENS and the CITY will each be responsible for half of the fees of such firm.

# PERFORMANCE CONTRACTING AGREEMENT

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## Article 5

### Work by SIEMENS

- 5.1 SIEMENS will perform the Work expressly described in this Agreement and in any work release documents or change orders that are issued under this Agreement and signed by both Parties. The Work performed by SIEMENS shall be conducted in a workmanlike manner.
- 5.2 SIEMENS shall perform the Work during its normal hours, Monday through Friday inclusive, excluding holidays, unless otherwise agreed herein. The CITY shall make the Facility available so Work may proceed in an efficient manner.
- 5.3 SIEMENS is not required to conduct safety, reacceptance or other tests, install new devices or equipment or make modifications to any Equipment unless expressly made a part of the Work identified in the Scope of Work and Services, Exhibit A. Any CITY request to change the scope or the nature of the Work or Services must be in the form of a mutually agreed change order, effective only when executed by the Parties.
- 5.4 All Work Product Deliverables shall become the CITY's property upon receipt by CITY. SIEMENS may retain file copies of such Work Product Deliverables. If any Instruments are provided to the CITY under this Agreement, any such Instruments shall remain SIEMENS property, including the Intellectual Property conceived or developed by SIEMENS in the Instruments. All SIEMENS Pre-existing Intellectual Property that may be included in the Deliverables provided to the CITY under this Agreement shall also remain SIEMENS's property including the SIEMENS Pre-existing Intellectual Property included in the Work Product Deliverables. All Work Product Deliverables and any Instruments provided to the CITY are for Permitted Users' use and only for the purposes disclosed to SIEMENS. SIEMENS hereby grants the CITY a royalty-free (once payments due under this Agreement are paid to SIEMENS), non-transferable, perpetual, nonexclusive license to use any SIEMENS Pre-existing Intellectual Property solely as incorporated into the Deliverables and SIEMENS' Intellectual Property as incorporated into any Instruments provided to the CITY under this Agreement. Under such license, and following agreement to be bound to such separate confidentiality provisions that may exist between the Parties, Permitted Users shall have a right to:
- (a) Use, in object code form only, the Software Products included in the Deliverables ("Software Deliverables");
  - (b) Make and retain archival and emergency copies of such Software Deliverables (subject to any confidentiality provisions) except if the Software Deliverable is embedded in the Equipment; and,
  - (c) Use all such Deliverables and such Instruments, provided however, the Deliverables and Instruments shall not be used or relied upon by any parties other than Permitted Users, and such use shall be limited to the particular project and location for which the Deliverables are provided. All Deliverables provided to the CITY are for Permitted Users' use only for the purposes disclosed to SIEMENS, and the CITY shall not transfer them to others or use them or permit them to be used for any extension of the Work or any other project or purpose, without SIEMENS's express written consent.
- 5.4.1 Any reuse of such Deliverables or such Instruments for other projects or locations without the written consent of SIEMENS, or use by any party other than Permitted Users will be at Permitted Users' risk and without liability to SIEMENS; and, the CITY shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.
- 5.4.2 In consideration of such license, CITY agrees not to reverse engineer any Equipment or Software Product to reconstruct or discover any source code, object code, firmware, underlying ideas, or algorithms of such Equipment or Software Product even to the extent such restriction is allowable under Applicable Law.
- 5.4.3 Nothing contained in this Agreement shall be interpreted or construed to convey to the CITY the pre-existing Intellectual Property rights of any third party incorporated into the Deliverables. CITY agrees to take delivery of any Software Deliverables subject to any applicable SIEMENS or third party end-user license agreement accompanying such Software Deliverable.
- 5.5 SIEMENS shall be solely responsible for any portion of the Work performed by any subcontractor of SIEMENS. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any contractor of the CITY or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS's work and/or presence at the Facility shall not relieve others of their responsibility to the CITY or to others.
- 5.6 SIEMENS warrants that:
- (a) Unless otherwise explicitly agreed herein, all Equipment shall be new and of good quality. Until one year from the date the Equipment is installed, all Equipment manufactured by SIEMENS or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service.

## PERFORMANCE CONTRACTING AGREEMENT

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- (b) Labor for all Work, excluding PASP or MSP Services, is warranted to be free from defects in workmanship for one year after the Work is performed. PASP Services and MSP Services are warranted to be free from defects in workmanship for ninety (90) days after the Services are performed.

### 5.7 Warranty Limitation:

- (a) The limited warranties set forth in Section 5.6 will be void as to, and shall not apply to, any Equipment (i) repaired, altered or improperly installed by any person other than SIEMENS or its authorized representative; (ii) which the CITY or a third party subjects to unreasonable or improper use or storage, uses beyond rated conditions, operates other than per SIEMENS's or the manufacturer's instructions, or otherwise subjects to improper maintenance, negligence or accident; (iii) damaged because of any use of the Equipment after the CITY has, or should have had, knowledge of any defect in the Equipment; or (iv) not manufactured, fabricated and assembled by SIEMENS or not bearing SIEMENS's nameplate. However, SIEMENS assigns to the CITY, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment.
- (b) Any claim under the limited warranty granted above must be made in writing to SIEMENS within thirty (30) days after discovery of the claimed defect unless discovered directly by SIEMENS. Such limited warranty only extends to the CITY and not to any subsequent owner of the Equipment. The CITY's sole and exclusive remedy for any Equipment or Services not conforming with this limited warranty is limited to, upon mutual agreement of the parties: (i) repair or replacement of defective components of covered Equipment; (ii) re-performance of the defective portion of the Services; or (iii) to the extent previously paid and itemized, the issuance of a credit or refund for the original purchase price of such defective component or portion of the Equipment or Services.
- (c) SIEMENS shall not be required to repair or replace more than the component(s) of the Equipment or the portion of the Work and Services actually found to be defective, except to the extent the defect has resulted in actual damage to other Equipment or to property of the CITY. SIEMENS's warranty liability shall not exceed the purchase price of such item, Equipment or property. Repaired or replaced Equipment or Services will be warranted hereunder only for the remaining portion of the original warranty period.

5.8 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. THE LIMITED EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING EXECUTED BY A DULY AUTHORIZED SIGNATORY OF EACH PARTY.

5.9 SIEMENS will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of:

- (a) Non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to: ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc., unless covered by the warranty provisions herein or otherwise specifically stated herein; or
- (b) The CITY's or a third-party's negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, corrosion, erosion, improper or inadequate water treatment, electrolytic action, chemical action, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond SIEMENS's control. Unless expressly agreed in writing, SIEMENS is not responsible for the removal or reinstallation of replacement valves, dampers, or waterflow and tamper switches with respect to pipes and ductwork, including vent or drain system. SIEMENS ASSUMES NO RESPONSIBILITY FOR ANY SERVICE PERFORMED ON ANY EQUIPMENT OTHER THAN THAT PERFORMED BY SIEMENS OR ITS AGENTS.

## Article 6

### The CITY's Responsibilities

6.1 The CITY, without cost to SIEMENS, shall:

- (a) Designate a contact person with authority to make decisions for the CITY regarding the Work and provide SIEMENS with information sufficient to contact such person in an emergency;

## PERFORMANCE CONTRACTING AGREEMENT

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- (b) Coordinate the work of contractors under CITY's sole control so as not to disrupt the Work and Services proceeding in an efficient manner;
- (c) Provide or arrange for 24 hour, 7 day per week access and make all reasonable provisions for SIEMENS to enter any Facility where Work is to be performed so that Work may proceed in an efficient manner;
- (d) Permit SIEMENS to evaluate, control and/or operate all building controls, systems, apparatus, equipment and machinery necessary to perform the Work;
- (e) Furnish SIEMENS with blueprints, surveys, legal descriptions, waste management plans and all other available information pertinent to the Work and any Facility where the Work is to be performed as may be reasonably requested by SIEMENS. Such plans and blueprints, along with an executed copy of this Agreement, with its Exhibits, shall be kept and maintained in CITY's files for a period of fifteen (15) years from the Effective Contract Date;
- (f) Furnish SIEMENS with all approvals, permits and consents from government authorities and others as may be required for performance of the Work, except for those SIEMENS has expressly agreed in writing to obtain;
- (g) In accordance with Article 11 hereof, promptly notify SIEMENS of all known or suspected Hazardous Materials at the Facility, of any contamination of the Facility by Oil or Hazardous Material, and of any other conditions requiring special care or which may reasonably be expected to affect the Work, and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such materials, contamination or conditions;
- (h) Comply with Applicable Law and provide any notices required to be given to any government authorities in connection with the Work, except such notices SIEMENS has expressly agreed in writing to give;
- (i) Provide SIEMENS with legally required materials and information (including but not limited to Material Safety Data Sheets) related to all Hazardous Materials located at any Facility where the Work is to be performed;
- (j) Furnish SIEMENS with any contingency plans, safety programs and other policies, plans or programs related to any Facility where the Work is to be performed;
- (k) Operate, service and maintain all Equipment according to the manufacturer's recommendations including those set forth in the manufacturer's operating manuals or instructions tendered to CITY by SIEMENS as described in Section 9.2, as well as all requirements of Applicable Law or of authorities having jurisdiction. The CITY shall furnish all needed servicing and parts for said FIMs, which parts shall become part of the FIMs. Such Equipment shall be operated only in the specified operating environment, which shall be supplied by the CITY, including without limitation: (1) suitable electrical service, including clean, stable, properly conditioned power, to all Equipment; (2) telephone lines, capacity and connectivity as required by such Equipment; and (3) ~~heat, light, air conditioning or other environmental controls, and~~ other utilities in accordance with the specifications for the Equipment, and
- (l) Promptly notify SIEMENS of any unusual operating conditions, hours of usage, system malfunctions, installed equipment or building alterations that may affect the Equipment or energy usage or any Services.

6.2 Unless contrary to Applicable Law, the CITY acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to SIEMENS and agrees not to disclose it or otherwise make it available to others without SIEMENS's express written consent.

6.3 The CITY acknowledges that it is now and shall at all times during the performance of this Agreement remain in control of the Facility. Except as expressly provided herein, SIEMENS shall not be responsible for the adequacy of the health or safety programs or precautions related to the CITY's activities or operations, the CITY's other contractor(s), the work of any other person or entity, or Facility conditions. SIEMENS shall not be responsible for inspecting or correcting health or safety conditions or deficiencies of the CITY or others at the Facility. So as not to discourage SIEMENS from addressing health or safety issues while at the Facility, in the event SIEMENS does address such issues by making observations, reports, suggestions or otherwise, the CITY shall not hold, or attempt to hold, SIEMENS liable or responsible on account thereof.

### Article 7

#### Changes and Delays

7.1 As the Work is performed, Applicable Law or conditions may change, or circumstances outside SIEMENS's and the CITY's reasonable control may develop, which would require SIEMENS to expend additional costs, effort or time to complete the Work, in which case SIEMENS will notify the CITY and an equitable adjustment will be made and

## PERFORMANCE CONTRACTING AGREEMENT

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- negotiated by the parties to SIEMENS's compensation and the time for performance. In the event such changes require the Work to be suspended or terminated, SIEMENS shall be compensated for Work previously performed and for costs reasonably incurred in connection with the suspension or termination such as Equipment ordered and paid for by Siemens or costs incurred in cancelling Equipment already ordered.
- 7.2 Either party may request additions, deletions, modifications or changes to the Work. Any such requests shall only become effective upon execution of a written agreement by authorized representatives of both Parties.
- 7.3 SIEMENS may, in its sole discretion, substitute alternative parts, goods or equipment in the performance of the Work, provided that any such substitution shall be of an equal or better quality.
- 7.4 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by the CITY or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of such delay or failure, the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation shall be equitably adjusted to compensate for additional costs SIEMENS incurs due to such delay. If any such delay exceeds sixty (60) days, except in the case of a stop work order as provided in Section 7.5, SIEMENS may terminate this Agreement upon three (3) days notice to the CITY and the CITY shall promptly pay SIEMENS for the allocable portion of the Work completed, for any costs and expenses of termination.
- 7.5 The CITY may, by written order to SIEMENS, at any time, and without notice, require SIEMENS to stop all or any part of the work called for by this agreement. This order shall be for a specified period after the order is delivered to SIEMENS. Any order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SIEMENS shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or as legally extended, the CITY shall either: cancel the stop work order, terminate the work covered by the order, or terminate the agreement.
- (a) Cancellation or Expiration of the Order. If a stop work order issued under this clause is properly canceled, SIEMENS shall have the right to resume work. An appropriate adjustment shall be- in the delivery schedule or agreement price, or both, and the agreement shall be modified in writing accordingly, if: the stop work order results in an increase in the time required for, or in SIEMENS's cost properly allocable to, the performance of any part of this contract; and SIEMENS asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage.
- (b) Termination of Stopped Work. If the work covered by the order is terminated for default or convenience, the reasonable costs (including, without limitation, the costs of Equipment ordered prior to the stopping of Work hereunder) resulting from the stop work order shall be allowed by adjustment to Compensation, as well as payment for all work performed by Siemens.

### Article 8

#### Compensation

- 8.1 The aggregate amount paid by CITY provides for and is solely in consideration of the Scope of Work and Services described in Exhibit A, and is detailed in Exhibit B.
- 8.2 SIEMENS will invoice the CITY in accordance with the schedules set forth in Exhibit B. Unless otherwise agreed in writing, invoices are due and payable upon receipt by the CITY. If the CITY disagrees with any portion of an invoice, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, and shall pay the portion not in dispute.
- 8.3 SIEMENS may suspend or terminate the Work or Services at any time if payment is not received when due. In such event, SIEMENS shall be entitled to compensation for the Work or Services previously performed and for costs reasonably incurred in connection with the suspension or termination.
- 8.4 On amounts not paid or disputed within thirty (30) days of invoice date, the CITY shall pay interest from invoice date until payment is received at a percentage equal to the prime rate, as reported by the Wall Street Journal's bank survey closest to the invoice date, plus 3% per annum. Such interest shall entirely reimburse SIEMENS for SIEMENS's costs and expenses (including reasonable attorney and witness fees) incurred for collection under this Agreement.

## PERFORMANCE CONTRACTING AGREEMENT

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- 8.5 Except to the extent expressly agreed herein, SIEMENS's fees include taxes, excises, fees, duties or other government charges related to the Work or Services. To the extent previously agreed herein, CITY shall pay all amounts or reimburse SIEMENS for any such amounts to the extent such charges are lawfully due and payable by CITY and have been paid or incurred by SIEMENS in furtherance thereof. If the CITY claims that the Work or Services is subject to a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and, unless specifically prohibited by law, shall indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of the use or acceptance of same.
- 8.6 All other work or services requested by the CITY, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis:
- Emergency services, if inspection does not reveal any deficiency covered by the Scope of Work and Services, Exhibit A;
  - Work and/or services performed at times other than during SIEMENS's normal working hours, unless otherwise agreed to in Exhibit A; or
  - Work and/or services performed on equipment not covered by the Scope of Work and Services, Exhibit A.

### Article 9

#### Acceptance

- 9.1 When SIEMENS believes that all, or an independent, definable phase or portion, of the Work is Substantially Complete, SIEMENS will submit a Certificate of Substantial Completion to the CITY which shall be subject to the following:
- If the CITY concurs that the described portion of the Work as performed is Substantially Complete, the CITY will accept that Work by signing the Certificate of Substantial Completion and returning it to SIEMENS;
  - If the CITY does not concur that the Work is Substantially Complete, then the CITY shall notify SIEMENS within five (5) business days of any discrepancies;
  - To the extent SIEMENS does not dispute the discrepancies raised by the CITY, SIEMENS shall correct the Work to conform to the description of the Work set forth herein, and resubmit the Certificate of Substantial Completion to the CITY;
  - If SIEMENS disagrees with the discrepancies raised by the CITY, SIEMENS shall notify the CITY of a dispute and such dispute shall be resolved in accordance with Section 9.3 herein;
  - If the CITY Representative does not deliver written notice to SIEMENS within five (5) business days of receiving the Certificate of Substantial Completion, in the mutual interests of the Project proceeding in a timely manner, the CITY will be deemed to have agreed to, signed and returned the Certificate of Substantial Completion.
- 9.2 To the extent that this Project requires multiple Certificates of Substantial Completion, the final Certificate of Substantial Completion shall determine the date on which the Construction Period is completed. SIEMENS shall tender the manufacturer's warranties for the Equipment provided to the CITY pursuant to this Agreement after commissioning the Project, which warranties shall be identified in Exhibit A.
- 9.3 Any disputes concerning the Substantial Completion of the Work will be resolved by submitting the issue to a third party professional engineering firm and which is reasonably acceptable to both SIEMENS and the CITY. The determination of this firm with respect to completion or Substantial Completion will be final and binding upon the Parties. SIEMENS and the CITY shall share equally the costs or fees for such firm in connection with such dispute resolution process.

### Article 10

#### Insurance and Allocation of Risk

- 10.1 SIEMENS shall maintain, at SIEMENS's expense, the following insurances while performing the Work and shall add the CITY as an "Additional Insured" to each policy that is referenced in subsections (c) through and including (e) hereof:
- Workers' Compensation at the statutory amounts and limits as prescribed by Applicable Law.
  - Employer's Liability insurance (and, where applicable, Stop Gap extended protection endorsement) limits of liability shall be:
    - \$1,000,000 per occurrence
    - \$1,000,000 Disease Policy
    - \$1,000,000 Each Employee

## PERFORMANCE CONTRACTING AGREEMENT

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- (c) SIEMENS shall carry, in the Occurrence Coverage Form, Comprehensive General Liability or Commercial General Liability, insurance covering SIEMENS's operations and providing insurance for bodily injury and property damage with limits of liability stated below and including coverage for:
- Products and Completed Operations
  - Contractual Liability insuring the obligations assumed by SIEMENS in this Agreement
  - Broad Form Property Damage (including Completed Operations)
  - Explosion, Collapse and Underground Hazards
  - Personal Injury Liability:
    - Limits of liability shall be \$1,000,000 per occurrence/aggregate
- (d) SIEMENS shall carry Automobile Liability Insurance in the Occurrence Coverage Form covering all owned, hired and non-owned automobiles and trucks used by or on behalf of SIEMENS providing insurance for bodily injury liability and property damage liability for the limits of:
- \$1,000,000 per occurrence/aggregate
- (e) SIEMENS shall carry Excess Liability Insurance in the Occurrence Coverage Form with limits of:
- \$5,000,000 per occurrence/aggregate

10.2 The CITY will either maintain at its own expense, or self-insure for the equivalent risks, property insurance written on a builder's "all-risk" or equivalent policy form in an amount no less than the Price identified in Exhibit B, Article 1.1, plus the value of subsequent modifications and cost of materials supplied or installed by others, on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by both parties, until final payment has been made to SIEMENS or no person or entity other than the CITY has an insurable interest in the property, whichever is later. The policy form shall include without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and start-up, rebuilding and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for SIEMENS's services and expenses required as result of such insured loss. If the insurance requires deductibles or retentions, the CITY shall pay costs not covered because of such deductibles or retentions. This insurance shall cover no portions of the Work off the Facility, and no portions of the Work in transit. Partial occupancy or use shall not commence unless the insurance company providing this insurance has consented to such partial occupancy or use by endorsement for otherwise. The CITY shall purchase and maintain boiler and machinery insurance which shall specifically cover such insured objects during installation and until Acceptance by the CITY. The insurance required by this section shall include the interests of the CITY, SIEMENS, subcontractor and sub-subcontractor in the Work. SIEMENS shall be included as an additional insured on each such insurance coverage. The CITY and SIEMENS waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by the insurance required by this Article 10 and for any other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the CITY as fiduciary. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Insurance certificates shall be furnished upon request.

10.3 Title and risk of loss of materials and Equipment furnished by SIEMENS shall pass to the CITY upon their delivery and installation at the Facility, and the CITY shall be responsible for protecting them against theft and damage.

10.4 SIEMENS will indemnify the CITY from and against losses, claims, expenses and damages (including reasonable attorney's fees) for personal injury or physical damage to property (collectively "Damages"). Such indemnification shall be solely to the extent the Damages are caused by or arise directly from SIEMENS or its employees', consultants' or agents' negligent acts or omissions or willful misconduct in connection with SIEMENS's performance of the Work or Services. SIEMENS's obligations under this indemnity shall not extend to Damages arising out of or in any way attributable to the negligence of the CITY or its agents, contractors or employees. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation to indemnify hereunder. UNLESS CONTRARY TO APPLICABLE LAW, IN NO EVENT SHALL THE CITY OR SIEMENS BE LIABLE UNDER THIS INDEMNITY OR OTHERWISE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE, OR LOST PROFITS, HOWEVER CAUSED, EVEN IF SIEMENS OR THE CITY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND, IN ANY EVENT, UNLESS CONTRARY TO APPLICABLE LAW,

## PERFORMANCE CONTRACTING AGREEMENT

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SIEMENS'S AND THE CITY'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES ARISING OUT OF THIS AGREEMENT, OR OUT OF ANY GOODS OR SERVICES FURNISHED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, INDEMNITY OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE ~~LESSER OF \$1,500,000 OR~~ THE TOTAL COMPENSATION ~~TRACT SUM RECEIVED PAYABLE BY TO~~ SIEMENS ~~FROM BY~~ THE CITY UNDER THIS AGREEMENT. The preceding limit shall not apply to the CLIENT's remedy under the Performance Guarantee as such is limited by Section 4.8.

### 10.5 As to Patents and Copyrights:

- (a) SIEMENS will, at its own expense, defend or at its option settle any suit or proceeding brought against the CITY in so far as it is based on an allegation that any Work (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent or copyright, if SIEMENS is promptly provided notice and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. SIEMENS will pay the damages and costs awarded in any suit or proceeding so defended. SIEMENS will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Work, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by the CITY is enjoined, SIEMENS will, at its option and its own expense, either: (i) procure for the CITY the right to continue using said Work; (ii) replace it with substantially equivalent non-infringing Work; or (iii) modify the Work so it becomes non-infringing.
- (b) SIEMENS will have no duty or obligation to the CITY under Section 10.5(a) to the extent that the Work is: (i) supplied according to the CITY's design or instructions, wherein compliance therewith has caused SIEMENS to deviate from its normal course of performance; (ii) modified by the CITY or its contractors after delivery; or, (iii) combined by the CITY or its contractors with items not furnished hereunder, and by reason of said design, instruction, modification, or combination, a suit is brought against the CITY. If by reason of such design, instruction, modification or combination, a suit or proceeding is brought against SIEMENS, unless expressly prohibited by law, the CITY shall protect SIEMENS in the same manner and to the same extent that SIEMENS has agreed to protect the CITY under the provisions of Section 10.5(a) above.
- (c) THIS SECTION 10.5 IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY PATENT OR COPYRIGHT AND OF ALL THE REMEDIES OF THE CITY RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS AND COPYRIGHTS. Compliance with Section 10.5 as provided herein shall constitute fulfillment of all liabilities of the Parties under the Agreement with respect to the intellectual property indemnification.

10.6 The Parties acknowledge that the price for which SIEMENS has agreed to perform the Work and obligations under this Agreement was calculated based upon the foregoing allocations of risk, and that each Party has expressly relied on and would not have entered into this Agreement but for such allocations of risk.

## Article 11

### Hazardous Materials Provisions

11.1 The Work does not include directly or indirectly performing or arranging for the detection, testing, handling, storage, removal, treatment, transportation, disposal, monitoring, abatement or remediation of any contamination of any Facility at which Work is performed and any soil or groundwater at the Facility by petroleum or petroleum products (collectively called "Oil"), asbestos, PCBs or hazardous, toxic, radioactive or infectious substances, including any substances regulated under RCRA, CERCLA or any other Applicable Law (collectively called "Hazardous Materials"), including without limitation: ionization smoke detectors, ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, and refrigerant. Except as expressly disclosed pursuant to Section 11.2, the CITY represents and warrants that, to the best of its knowledge following due inquiry, there are no Hazardous Materials or Oil present where the Work is to be performed. SIEMENS will notify the CITY immediately if it discovers or reasonably suspects the presence of any previously undisclosed Oil or Hazardous Material. All Services have been priced and agreed to by SIEMENS in reliance on the CITY's representations as set forth in this Article. The discovery or reasonable suspicion of Hazardous Materials or hazardous conditions at a Facility where SIEMENS is to perform Work, or of contamination of the Facility by Oil or Hazardous Materials not previously disclosed pursuant to Section 11.2, shall entitle SIEMENS to suspend the Work immediately, subject to mutual agreement of terms and conditions applicable to any further Work, or to terminate the Work and to be paid for Work previously performed.

## PERFORMANCE CONTRACTING AGREEMENT

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- 11.2 The CITY warrants that, prior to the execution of the Agreement, it notified SIEMENS in writing of any and all Oil or Hazardous Materials, to the best of its knowledge following due inquiry, known to be present, potentially present or likely to become present at the Facility and provided a copy of any Facility safety policies and information, including but not limited to lock-out and tag procedures, chemical hygiene plan, material safety data sheets, and other items covered or required to be disclosed or maintained by Applicable Law.
- 11.3 Regardless of whether Oil or Hazardous Material was disclosed pursuant to Section 11.2, the CITY shall be solely responsible for properly testing, abating, encapsulating, removing, disposing, remediating or neutralizing such Oil or Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Section 11.1, SIEMENS shall have the right to stop the Work until the Facility is free from Oil or Hazardous Materials. In such event, SIEMENS will receive an equitable extension of time to complete the Work, and compensation for delays caused by Oil or Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. The CITY shall sign any required waste manifests in conformance with all government regulations, listing the CITY as the generator of the waste. If someone other than the CITY is the generator of the waste, the CITY shall arrange for such other person to sign such manifests.
- 11.4 Except where expressly prohibited by Applicable Law, for separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the CITY shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from the CITY's breach of, or failure to perform its obligations under this Article.
- 11.5 For purposes of this Article 11, in the context of the phrase "to the best of its knowledge following due inquiry"; "knowledge" means actual awareness of the facts by the CITY's directors, officers, employees or agents, or the presence of relevant information contained in the CITY's books or records; and, "due inquiry" means inquiry of those persons under the CITY's control who should have knowledge of the subject matter of such inquiry.

### Article 12

#### Miscellaneous Provisions

- 12.1 Notices between the Parties shall be in writing and shall be hand-delivered or sent by certified mail, express courier, or acknowledged telefax properly addressed to the appropriate party. Any such notice shall be deemed to have been received when delivered in-person or when sent by telefax, or five (5) business days subsequent to deposit in the U.S. mails, or one (1) day after deposit with express courier.
- 12.2 Neither the CITY nor SIEMENS shall assign or transfer any rights or obligations under this Agreement, except that either party may assign this Agreement to its affiliates and SIEMENS may use subcontractors in the performance of the Work or Services. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the CITY and SIEMENS without the express written consent of both Parties.
- 12.3 This Agreement shall be governed by and construed in accordance with the laws of the state of Utah.
- 12.4 This Agreement and all provisions of this Agreement allocating responsibility or liability between the Parties shall survive the completion of the Work, the Services, and the termination of this Agreement.
- 12.5 Unless contrary to Applicable Law and with the exception of disputes arising under Article 4 or Article 9, all disputes not resolved by negotiation between the Parties shall be resolved in accordance with the Commercial Rules of the American Arbitration Association in effect at that time, except as modified herein. All disputes shall be decided by a single arbitrator. A decision shall be rendered by the arbitrator no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. Discovery shall be permitted. The arbitrator shall issue a scheduling order that shall not be modified except by the mutual agreement of the Parties. The arbitrator shall have no authority to award, and shall not award, attorneys' fees. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter.
- 12.6 SIEMENS's performance of the Work and Services and the CITY's payment is expressly conditioned on the Parties assenting to all of the terms of this Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted by a Party to the other Party relating to the Work or Services, even if signed by the Parties, unless the written statement expressly indicates that such terms supersede the terms of this Agreement.
- 12.7 Any provision of this Agreement found to be invalid, unlawful or unenforceable by a court of law shall be ineffective to the extent of such invalidity, and deemed severed herefrom, without invalidating the remainder of this Agreement. All other provisions hereof shall remain in full force and effect.

## PERFORMANCE CONTRACTING AGREEMENT

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- 12.8 The waiver by a party of any breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof. No waiver shall operate or be effective unless made in writing and executed by the party to be bound thereby.
- 12.9 The CITY requires that SIEMENS procure a performance bond and/or a payment bond, SIEMENS shall provide a performance and payment bond in the amount of \$ . The performance and payment bond will solely apply to the Work performed during the Construction Period and to the required statutory lien filing period thereafter. The performance and payment bond will not apply to any of the obligations included in the Performance Assurance, Exhibit C. Furthermore, the CITY's funding source may be named as "Co-Obligee" on the performance bond if so requested by the CITY.

### Article 13

#### Maintenance Services Program

- 13.1 If applicable, the scope of Services provided by SIEMENS for the Maintenance Services Program is stated in Exhibit A.
- 13.2 The CITY represents that all equipment not installed by SIEMENS under this Agreement and subject to a MSP is in satisfactory working condition. SIEMENS will have inspected all such equipment within the first thirty (30) days of MSP commencement or no later than the first scheduled inspection. Testing and inspection will not be deemed to be complete until all such equipment has been so tested and inspected.
- 13.3 If the equipment is altered or moved by any person, including the CITY, other than SIEMENS or a person authorized by SIEMENS, the CITY shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or if necessary a re-commissioning of, the system at shared expense.
- 13.4 If SIEMENS reasonably determines as a result of such inspection and/or testing that any equipment requires repair or replacement, the CITY will be so notified and shall take corrective action within thirty (30) days, or such equipment shall be removed from coverage hereunder without further action by the Parties. SIEMENS is not liable or responsible for the continued testing, maintenance, repair, replacement or operating capabilities of any portion of the equipment until it has been inspected and/or tested and has been, if necessary, restored to an acceptable initial condition at the CITY's sole expense. Any services provided by SIEMENS in the course of such restoration will be separately charged on a time and materials basis, and not included in fees paid hereunder. If individual items of equipment cannot, in SIEMENS's sole determination, be properly repaired or replaced due to age, obsolescence, lack of availability of refrigerant gas, halon gas, necessary parts, materials, compatibility or otherwise, or as a result of excessive wear or deterioration, SIEMENS may, within ten (10) days of such inspection, give written notice that it is withdrawing such items from coverage under the MSP and adjust the MSP payments due hereunder accordingly.
- 13.5 If the removal of equipment from coverage would compromise or impair the integrity of the Work, Services or compliance with law of any system, then SIEMENS will provide a written statement thereof for execution by the CITY. The CITY's failure to execute such statement within ninety (90) days will void the MSP and release SIEMENS from any further obligations with respect to the MSP.
- 13.6 If the MSP scope of Services provides for equipment maintenance, repairs and/or replacements of equipment by SIEMENS, those Services are limited to restoring the proper working condition of such equipment. SIEMENS will not be obligated to provide replacement equipment that represents significant capital improvement compared to the original. Exchanged components become the property of SIEMENS, except Hazardous Materials, which under all circumstances remain the property and responsibility of the CITY.



# COUNCIL AGENDA

March 27, 2012

**Agenda Item “g”**

**Review City Council Rules of Order and Procedure.  
(10 min.)**

***Factual Summation***

- This item has been added to the agenda at the request of Councilmember Lisonbee.
- Any questions regarding this item may be directed at Councilmember Lisonbee and City Attorney William Carlson
- Please see attached City Council Rules of Order and Procedure containing comments from Councilmember Lisonbee and City Attorney William Carlson.

# RULES OF ORDER AND PROCEDURE TO GOVERN PUBLIC MEETINGS OF THE LEGISLATIVE BODY

## 1. PURPOSE.

These policies and procedures are designed and adopted for the purpose of providing guidelines for the members of the Syracuse City Council and supporting staff in the performance of their duties and conducting their Council meetings. The City Council shall be governed by the provisions of all applicable State Statutes, City Ordinances, and these rules. Nothing in these rules shall be interpreted to provide independent basis for invalidating or in any way altering a final decision of the Council unless otherwise provided by City ordinance, or State Law. Nor shall anything herein be construed so as to provide or create an independent cause of action for any person or action.

## 2. ORGANIZATION

Syracuse is a six-member council form of government.

**A. Mayor.** The Mayor is the Chief Executive and Administrative Officer of the City, except as otherwise provided in Utah Code. The duties of the Mayor include: Except as otherwise provided herein, he/she shall sign his/her name officially for and in behalf of the City, and shall sign all deeds, bonds, bills, notes, obligations, and other agreements, documents, and papers to which the City is legally a party and shall perform such other duties as may be provided by law or ordinance. During his/her temporary absence or disability the City Council shall elect a Councilmember to act as Mayor pro tem, who, during such absence or disability, shall possess the power of Mayor.

### **B. Duties of the Mayor.**

- i. To preside at all meetings of the Council and shall provide general direction for the meetings;
- ii. To call the Council to order, and proceed with the order of business;
- iii. To announce the business before the Council in the order in which it is to be acted upon;
- iv. To receive and submit in the proper manner all motions and propositions presented by the members of the Council;
- v. To put to vote all questions which are properly moved, or necessarily arise in the course of proceedings and to announce the result thereof;
- ~~vi. To inform the Council, when necessary, or when referred to for that purpose, on any point of order or practice. In the course of discharge of this duty, the Mayor shall have the right to call upon Legal Counsel for advice;~~
- vii. To authenticate by signature, when necessary, or when directed by the Council, all acts, orders, and proceedings of the Council'
- viii. To maintain order at meetings of the Council;
- ~~ix-viii.~~ To move the agenda along, hold down redundancy, reference handouts and procedures in a sensitive way during meetings;
- ix. Recognize speakers and Councilmembers prior to receiving comments and presentation of physical evidence, i.e., plans and pictures; and
- xi. The Mayor will not participate in the voting procedures unless authorized to do so by provisions of State law or City Ordinance.

**C. Duties of Mayor Pro Tem.** In the absence of the Mayor, a Mayor pro tem is appointed. This appointment is made via resolution adopted by the Council at the beginning of each calendar year. The Council will assign the position of Mayor pro tem, second Mayor pro tem, and third Mayor pro tem to three different Councilmembers. The assignment of the Mayor pro tem positions will remain unchanged until a subsequent vote of the Council. The Mayor pro tem, during the absence of the Mayor, shall have and perform all the duties and function of the Mayor.

**Comment [KL1]:** And supporting staff

**Comment [KL2]:** Council (delete: their)

**Comment [KL3]:** insert after: Unless otherwise provided by law, these rules and duties will be followed by members of the council and staff.

**Comment [WC4]:** This suggested change is unnecessary in that conflicting state statutes and city ordinances would inherently supersede these rules. It essentially repeats the preceding sentence.

**Comment [KL5]:** Delete: ORGANIZATION, INSERT: Summary: The form of government for Syracuse is a six-member council form. See Utah Code 10-3b-104, 10-3b-105, 10-3b-303, 10-3b-304.

**Comment [WC6]:** The description of the form of government would fit under an "ORGANIZATION" heading rather than a "SUMMARY" heading. A Summary heading would suggest a Summary of the rules.

**Comment [KL7]:** except as provided in Utah Code.

**Comment [WC8]:** I recommend collapsing subsection B with a statement that "The duties of the mayor are:". These changes would create a section entitled "ORGANIZATION" with subsections of A. Mayor, B. Mayor Pro Tem, C. City Recorder, and D. Councilmembers.

**Comment [KL9]:** Delete and refer to powers and duties in Title 2 and Utah Code.

**Comment [KL10]:** Additional

**Comment [KL11]:** Delete. The mayor, as a member of the council may call upon legal Counsel for advice.

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**Comment [KL12]:** Unnecessary language - Delete

**D. City Recorder.** The City Recorder shall serve as the secretary of the Council. The City Recorder shall have the following duties:

- i. To give notice of all City Council meetings;
- ii. To keep and record the minutes of the proceedings of the City Council;
- iii. To keep and maintain a permanent record file of all vital documents and papers pertaining to the work of the Council;
- iv. Is authorized to sign the meeting minutes after said minutes have been approved by the City Council; and
- v. To perform such other duties as may be required.

**3.E. DUTIES OF COUNCILMEMBERS City Council.**

The City Council is the municipal legislative body of Syracuse and may pass and amend ordinances, rules, and regulations for the city. It is also the body to address appeals of decisions by the Land Use Authority as outlined in city ordinances. The duties of the council include:

A.i. Meeting Attendance. Every member of the Council shall attend the sessions of the Council unless duly excused or unless unable to attend because of extenuating circumstances. Any member desiring to be excused shall notify the City Recorder. The City Recorder shall call the same to the attention of the Mayor.

B.ii. Conflict of Interest. A Councilmember to whom some private benefit may come as a result of a Councilmember action shall not participate in the action.

i. The private benefit may be direct or indirect; create a material or personal gain; or provide an advantage to relations, friends, or to groups and associations which hold some share of the person's loyalty. However, membership itself in a group or organization shall not be considered a conflict of interest as to Council action concerning such group or unless a reasonable person would conclude that such membership in itself would prevent an objective consideration of the matter.

ii. A Councilmember experiencing, in their opinion, a conflict of interest, shall declare that interest publicly, abstain from voting on the action, and be excused from the room during consideration of the action. That Councilmember shall not discuss the matter privately with any other Councilmember.

iii. A conflict of interest may exist under these rules although a Councilmember may not believe an actual conflict does exist; therefore, a Councilmember who has any questions as to whether a conflict of interest exists under these rules shall raise the matter with the remaining Councilmembers and the City Attorney in order that a determination may be made as to whether a conflict of interest exists.

iv. No Councilmember shall engage in any transaction in which the Councilmember has a financial interest, direct or indirect, with the agency or jurisdiction that the official serves unless the transaction is disclosed publicly and determined to be lawful.

v. a. The requirements of Section 10-3-1301 et. Seq. of the Utah Code, known as the "Municipal Officers' and Employees' Ethics Act" and Section 67-16-1 et Seq. of the Utah Code known as the "Utah Public Officers' and Employees' Ethics Act", hereafter "the Ethics Acts", shall be adhered to by all council members. If a conflict exists between these policies, State law, or City ordinance, the most strict shall apply.

b. Council members who experience, in their opinion, a conflict that could constitute a violation of the Ethics Acts, shall declare that conflict publicly, abstain from voting on the matter, and be excused from the room during consideration of the matter. Under such circumstances, a recused council member shall not discuss the matter privately with any other council members.

**Comment [KL13]:** 3.

**Comment [KL14]:** City Recorder (bolded)

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**Comment [KL15]:** 4. City Council

The City Council is the municipal legislative body and may pass all ordinances and rules, and make all regulations, not repugnant to law, necessary for carrying into effect or discharging all powers and duties conferred by Utah law and local ordinance, and as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city. The powers and duties of the city council may be found in Title 2 and Utah Code 10-3b-105.

**Comment [KL16]:** Additional

**Comment [WC17]:** Much of Lisbonbee's recommended language to start this section goes into substantially more depth than the introduction to the other organizational branches do. Specifically, it addresses the vision and mission of the Council more than the rules and procedure of the body. In the interests of consistency with the previous sections, I recommend a less extensive addition.

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**Comment [KL18]:** Insert after "Mayor.": B. (1)

**Comment [KL19]:** Insert after: C. The duties of the council in a 6 member form of government:

(1) is the legislative body of the municipality and exercises the legislative powers and performs the legislative duties and functions of the municipality; and

(2) may:

(a) adopt rules and regulations, not inconsistent with statute, for the efficient administration, organization, operation, conduct, and business of the municipality;

(b) prescribe by resolution additional duties, powers, and responsibilities for any elected or appointed municipal official, unless prohibited by statute;

(c) require by ordinance that any or all appointed officers reside in the municipality;

(d) create any office that the council considers necessary for the government of the municipality;

(e) provide for filling a vacancy in an elective or appointive office;

(f) take any action allowed under Section 3B of this document.

(g) perform any function specifically provided for by statute or necessarily implied by law.

**Comment [WC20]:** Lisbonbee's proposed language is legally correct, but does not address rules of order or procedure for City Council ... [1]

**Comment [KL21]:** D.

**Comment [WC22]:** This language as currently drafted does impose additional requirements on council members that are not imposed by sta ... [2]

**Comment [KL23]:** Delete

**Comment [KL24]:** Delete

**Comment [KL25]:** By all council members

**Comment [WC26]:** I generally discourage specific references to code, as the numbers can and do change over time. Nevertheless, if one of ... [3]

c. Any complaint that a council member has violated the Ethics Acts shall be filed with the mayor or city manager. The mayor or city manager shall investigate the complaint and shall give the council member an opportunity to be heard. A written report of the findings and the recommendation of the mayor or city manager shall be filed with the City Council. If a majority of the City Council finds that the council member has violated any part of the Ethics Acts, it may dismiss, suspend, or take such other appropriate action with respect to the council member. Accused council members shall not vote on whether they have violated any part of the Ethics Acts. Any action taken by the City Council under this part does not preclude other remedies available by law.

Comment [KL27]: delete

Comment [KL28]: Insert a section on voluntary recusal according to the Utah Ethics Act.

C.iii. Gifts and Favors. Gifts, favors, or advantages must not be accepted if they are offered because the receiver holds a position of public responsibility. It is very important that Councilmembers be fair and impartial in their dealings with the public and that they serve all citizens equally. It is not enough to avoid favoritism; Councilmembers should strive to avoid even the appearance of giving preference to one citizen or business over another.

i.a. The value of a gift or advantage and the relation of the giver to public business should be considered in determining acceptability. Small gifts that come in the form of business lunches, calendars, or office bric-a-brac are often, but not always, acceptable. In cases of doubt, Councilmembers should refuse.

ii.b. Councilmembers should not accept gifts from outside agencies which may be competing or applying for City business, permits, or development decisions. Accepting gifts not only gives the appearance of favoritism, but may create an embarrassing and possibly unlawful position for the City. Items of small value such as calendars, pencils, etc. with advertising or logos are acceptable, but large items such as clothing, equipment for personal use, etc. should be declined.

D.iv. Councilmember Removal.

i.a. From Meetings. A Councilmember may be fined or expelled from a meeting for disorderly conduct upon a two-thirds (2/3) vote of all members.

ii.b. From Office. Any removal from office shall be pursuant to State law.

In the event of removal due to violation of the Utah Municipal Officer and Employees Ethics Act, the responsible investigating officer of the City shall authorize the City Attorney to institute an action in the name of the City to declare the offending Councilmember removed from office and the office vacant, subject to appointment or election as provided for in Utah law.

Comment [WC29]: This is an additional requirement that the Ethics Acts do not impose. The City Council may impose additional requirements on itself, though it is not required to.

Comment [KL30]: This is redundant to the Utah Ethics act

Comment [KL31]: E.

Comment [KL32]: Elected official

Comment [KL33]: Any elected official

Comment [WC34]: This is in the section on the City Council. If the Council would like add a rule to remove the mayor by a 2/3 vote, it should go under the mayor's section above.

Comment [KL35]: This is contradictory to the statement directly above. There is no law authorizing a city attorney or the investigating officer to declare a vacancy in the council or to remove from office. (In addition this is not a rule of order or procedure for the conduct of our meetings.)

E.v. Treatment of Information. It is important to discriminate between Council information that belongs to the public and Council information that does not, the City Council follows these guidelines:

i.a. Generally, final reports and official records of City Departments must be open on an equal basis to all inquiries.

ii.b. Information considered private, controlled, or protected that is learned in the course of performing Council duties must be treated in confidence if specifically requested by the applicant, or as dictated by State law. Such information becomes public when an application for official action is submitted.

iii.c. Information contained in studies that are in progress should not be divulged except in accordance with established City policies on the release of its studies.

F.vi. Decorum.

i.a. Members of the Governing Body Council members shall not engage in personal attacks and shall restrict comments to issues before the body. Violations of

Comment [KL36]: F

Comment [WC37]: This statement does not contradict the statement on removal from meetings, however it is also not a rule of order or procedure for Council meetings. Contrary to Lisbonbee's interpretation, this rule does not authorize a City Attorney or investigating officer to remove someone from office. Instead it addresses what the City Attorney does after someone has already been removed due to a violation of the act.

Comment [KL38]: Delete

Comment [KL39]: We follow the following guidelines:

Comment [KL40]: G

Comment [KL41]: Councilmembers

decorum or conduct of ~~Councilmembers~~ council members shall be addressed by the Mayor ~~or by a two-thirds (2/3) vote of all members~~ who may declare a ~~Councilmember~~ council member out of order.

~~ii.~~ b. Governing Body members should avoid engaging in private discourse or committing any other act, such as text messaging, which may tend to distract the attention of the Council or the audience from business before the Council, or which might interfere with any person's right to be heard after recognition by the Mayor.

#### 4.3. MEETINGS.

A. Place. All meetings of the City Council shall be held in the City Council Chambers of City Hall, 1979 W. 1900 S., Syracuse, Utah, or at such other place as the Syracuse City Council may designate.

B. Business Meetings. Business meetings of the City Council shall be held on the second Tuesday of each month beginning at 7:00 p.m.

C. Work Sessions. Work sessions may be held on the second and fourth Tuesdays of each month beginning at 6:00 p.m. The work session held on the fourth Tuesday of each month is generally referred to as an "extended work session", since there is no regularly scheduled business meeting following the work session.

**D. Special Meetings.** Special meetings may be ordered by the Mayor or by any two (2) members of the Council if the business of the City requires it. Special Council meetings shall be properly noticed at least 24 hours in advance of the meeting.

**E. Emergency Meetings.** Emergency meetings may be called by the Mayor or by two (2) members of the Council for urgent matters. An attempt will be made to notify all Councilmembers of the meeting. In accordance with 10-3-502 et. Seq. of the Utah Code, a majority of the Council must vote to hold the Emergency Meeting.

**F. Closed Meetings.** Closed meetings may be held to consider certain sensitive matters as allowed by 52-4-205 et. Seq. of the Utah Code. A majority of the Council must vote to convene a closed meeting.

G. Electronic Meetings. The procedures to be followed at the electronic meeting shall be the same as those followed by the City Council in a nonelectronic open and public meeting of the City Council. The Mayor, or Mayor Pro-tempore, shall conduct the meeting and the meeting shall be held pursuant to the agenda posted for that meeting. Prior to commencing the electronic meeting, an electronic link shall be established with all participants and the anchor location. Minutes shall be kept for the meeting in accordance with the requirements of the Open Meetings Law. Following passage of a motion to adjourn, the electronic link shall be terminated and the meeting shall be deemed concluded.

H. Public Hearings. Public hearings are generally part of a scheduled and noticed business meeting agenda and shall consist of those items for which the Council is legally required to hold a hearing or for those items for which the Council would like to receive public input. Public hearings will be held after providing proper notice as required by state law or City ordinance for the particular subject matter to be addressed. Such hearings shall include, but not be limited to, those matters for which a public hearing is required by state law or City ordinance. Matters for which state law or City ordinance requires a public hearing will be automatically scheduled by City administration. By majority vote, the Council can direct City administration to schedule a public hearing on any other topic.

i. When a public hearing is held, a member of the City staff having knowledge about the issue will first present information on the issue and

**Comment [KL42]:** Or through a motion, second and majority vote of the council.

**Comment [WC43]:** The reason I changed this from Lisonbee's recommended majority to 2/3 is that while a majority vote could be used to declare someone out of order, it requires 2/3 to eject a person from the meeting for disorderly conduct (acting out of order). By keeping the requirement at the same level, this would streamline the process to a single vote requirement.

**Comment [KL44]:** 5.

**Comment [KL45]:** When a special meeting is ordered, if the business of the city requires it, by two members of the council or by the mayor, the city recorder shall provide public notice 24 hours in advance of the meeting. The notice shall include the date, time and place of the meeting and the agenda item(s) to be discussed.

When an emergency public meeting is ordered, for urgent matters, by two council members or the mayor and approved by a majority of the governing body, the city recorder shall provide public notice as best practicable, at least 3 hours in advance of the meeting. The notice shall include the date, time and place of the meeting and the agenda item(s) to be discussed.

**Comment [WC46]:** Section 2D already requires the Recorder to give notice of all meetings. Additionally, adding details of notice requirements for special and emergency meetings without doing so for business meetings, work sessions, closed meetings, electronic meetings, or public hearings would make these sections inconsistent with the other sections. Finally, state code and city ordinance already detail notice requirements, and those details do not affect the order and procedure of Council meetings, which this document addresses.

answer questions.

ii. The Mayor will then declare the public hearing as opened or convened.

iii. At that point, all parties interested in addressing the issue are invited to speak before any discussion is held by the Council or before any motion is made. The Mayor may provide a time limit for those addressing the Council during a public hearing.

iv. Each individual who speaks will state his or her name and address before proceeding.

v. After all individuals who desire to speak have spoken, or after an amount of time determined to be sufficient, the Mayor will announce the potential closure of a public hearing two times before declaring the public hearing closed.

vi. The Council may vote to continue a public hearing to a future specified date, time, and location if there is insufficient time to take all public comment during a particular Council meeting.

vii. A public hearing can be reopened only upon a showing of exceptional circumstances and a two-thirds vote of the Council.

viii. After the public hearing is closed the Council may proceed with discussion on the matter at hand. When discussion by the Council is finished, a motion and second may occur concerning the item and the Council will subsequently vote.

I. Quorum. Three (3) members of the ~~Council~~ City Council shall constitute a quorum thereof for the transaction of all business except where otherwise required.

J. Content. Discussions in the meetings are to be limited to agenda items and issues reasonably related thereto. Comments or presentation by the public are to be limited to relevant issues. In order to ensure that the meetings proceed timely and orderly, the Mayor may impose a time limit on those desiring to address the Council. Individuals addressing the Council during the public comment period of the meeting or during a public hearing shall be given a time limit of not less than three minutes. Groups desiring to address the Council will be asked to select a spokesperson for this purpose and the Mayor may also impose a time limit on said spokesperson. A group shall be defined as an assembly of five or more people in attendance with similar viewpoints on a give issue. The names of each member of the group shall be provided to the City Recorder as well as the name of the spokesperson of the group. This information must be provided prior to the spokesperson being allowed to address the Governing Body for a minimum of five minutes.

~~K. Any person may be removed for disorderly conduct who disrupts the meeting by exceeding a time limit, discussing irrelevant issues, or otherwise, may be removed at the direction of by a two-thirds (2/3) vote by the Governing Body.~~

~~K.L. Additional Guidelines. In addition to these policies and procedures, the Council may invoke additional guidelines as necessary to address issues as they arise so long as they are consistent with the nature and intent with content herein.~~

#### **5.4. MOTIONS.**

A. Making of Motions. Any Councilmember except for the Mayor may make or second a motion. Motions should state findings for denial or approval within the motion:

i. Findings should be included in the beginning of the motion.

ii. Staff reports should be in sufficient enough detail to assist the Council in stating findings.

iii. All motions should be repeated at the direction of the Mayor.

B. Second Required. Each motion of the City Council must be seconded by a member of the Governing Body; the Mayor is not allowed to second a

**Comment [KL47]:** or

**Comment [WC48]:** Changing this “and” to “or” means any public hearing can be reopened for any reason by a 2/3 vote. Additionally, by severing the vote from exceptional circumstances, a vote is no longer relevant as long as there’s “a showing of exceptional circumstances”. As a hypothetical, if the City Attorney determines that there has been a showing of exceptional circumstances, the public hearing is reopened without a vote. This is a substantive change that I advise against.

**Comment [KL49]:** city council – according to title 2

**Comment [WC50]:** I generally discourage specific references to code.

**Comment [WC51]:** Although Lisonbee’s stated objective of this amendment is to remove subjectivity, this change allows two thirds of the council to declare any action of a member of the public, including discussing irrelevant issues, disorderly conduct.

**Comment [KL52]:** Make this K. And change the language to read that any person may be removed for disorderly conduct. Discussing irrelevant issues is hardly a reason for removal if the time limit is observed. “or otherwise” – is too subjective.

**Comment [KL53]:** L

**Comment [KL54]:** 6.

motion. A motion that is not seconded is considered failed or dead.

C. **Withdrawing a Motion.** After a motion is stated by the Mayor or read by the City Recorder, it shall be deemed in the possession of the Council, but may be withdrawn at any time before decision or amendment by the unanimous consent of the Council.

D. **Motion to Table.** A motion to table an agenda item for further study should be accompanied by specific reasons for continuing the matter and, whenever possible, a specific date to rehear the matter should be scheduled.

E. **Amending Motions.** When a motion is pending before the Council any member may suggest an amendment; the amendment requires a second with a voice vote on the proposed amendment. After voting upon the amendment motion the Council will vote on the initial motion, if necessary.

F. **Amending Amendments to Motions.** An amendment to a motion may be amended, no second required, at any time prior to the Mayor calling for a vote on the motion. The amendment to the amendment must be accepted by the author and the member making the second in order for the stated motion to be amended. The author and the member making the second may choose not to accept the additional amendment.

G. **Substitute Motions.** A substitute motion, which shall replace the original motion, may be made prior to a vote on the original motion.

H. **To Reconsider a Motion.** To recall a previous motion for further evaluation and/or action, a motion for reconsideration may be made by a Councilmember who voted with the majority. The motion to reconsider must pass with a majority vote. If it is determined that the motion should stand as previously approved no formal vote is necessary. If the former motion is to be amended or made void, the motion shall be put to a formal vote of the Council. Motions to reconsider a previous motion must take place during the same meeting the motion was made, or when the minutes containing that particular item are approved at the next business meeting if added as an agenda item.

I. **Motion to Recess.** A motion shall be made to break for a specific purpose while also stipulating a specific time to reconvene the meeting. The time to reconvene must be during the same day as the meeting in which the motion to recess was made.

J. **Motion to Adjourn.** A motion to adjourn the meeting shall be made at the end of each City Council meeting. The motion requires a second and is not debatable.

K. Discussion. All motions that require discussion according to Robert's Rules of Order will be opened up for discussion by the mayor.

## 6.5. VOTING.

Except as otherwise specifically provided in these rules, a majority vote of the Council shall be required and shall be sufficient to transact any business before the City Council.

**A. Changing a Vote.** No member shall be permitted to change his/her vote after the decision is announced by the Mayor.

**B. Tie Votes.** Tie votes shall be broken by the Mayor casting a vote.

**C. Conflict of Interest/Disqualification.** Any member declaring a conflict of interest shall be disqualified and shall leave the bench and sit in the audience and shall not participate in the discussion and vote pertaining to that particular matter.

**D. Minimum Votes Required.** Unless otherwise provided herein, a minimum of three (3) affirmative votes are required to make a determination on any item presented to the City Council.

**E. Method of Voting.** For all ordinances, resolutions, and actions that would create liability for the City, or at the request of any Councilmember,

**Comment [KL55]:** Insert after or: , at the next business meeting as an agenda item

**Comment [WC56]:** Considering the time that has been taken to consider the NDSO appointment, this change would substantially restrict the authority of the Council to reconsider.

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**Comment [KL57]:** insert after J: K. All motions that require discussion according to Robert's Rules of Order (latest edition) will be opened up for discussion by the mayor.

**Comment [WC58]:** Of the motions outlined in these rules, the motions that are open for debate according to Roberts Rules of Order include amending motions, and amending amendments. Sometimes a motion to reconsider is debatable, sometimes it is not. Motions to table, recess, and adjourn are not open for debate.

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**Comment [KL59]:** 7

a roll call vote shall be taken with either a “yes” or “no” vote. All votes shall be recorded. Voting on all other actions may be done by voice vote or other effective method. The result of those votes shall also be recorded.

**7.6. AMENDMENTS.**

These rules may be amended at any business meeting of the City Council by an affirmative vote of the Council, provided that such amendment has been presented in writing to each member of the Council at least 48 hours preceding the meeting at which the vote is taken. Proposals to amend said rules shall also be properly advertised on the business meeting agenda.

Comment [KL60]: 8.

**Page 2: [1] Comment [WC20] Will Carlson 3/22/2012 10:38:00 AM**

Lisonbee's proposed language is legally correct, but does not address rules of order or procedure for City Council meetings. Accordingly, it may not be a good fit for this document.

**Page 2: [2] Comment [WC22] Will Carlson 3/22/2012 10:38:00 AM**

This language as currently drafted does impose additional requirements on council members that are not imposed by state law. If the council wishes to impose additional restrictions, it may. However if the council simply wants the restrictions imposed by the state, this language should be deleted. If it is deleted, some language should be inserted about what the state requirements are for complaints of a violation by others.

**Page 2: [3] Comment [WC26] Will Carlson 3/22/2012 10:38:00 AM**

I generally discourage specific references to code, as the numbers can and do change over time. Nevertheless, if one of the ethics acts is going to be included here, both probably should.



# COUNCIL AGENDA

March 27, 2012

**Agenda Item “h”**

**Discussion regarding scheduling a joint Council and Planning Commission meeting. (5 min.)**

***Factual Summation***

- This item has been added to the agenda at the request of Mayor Nagle.
- Any questions regarding this item may be directed at Mayor Nagle.



# COUNCIL AGENDA

March 27, 2012

## Agenda Item “I”

## Review draft rewrite of Title Four of the Syracuse City Code. (10 min.)

### *Factual Summation*

- Any questions regarding this item may be directed at City Recorder Cassie Brown.
- Please see attached Title IV rewrite.

### *Memorandum*

The draft rewrite of Title Four was provided to the Council at the first of the year for a second reading. Staff is desirous of receiving feedback in order to schedule a public hearing regarding the rewrite.

# TITLE IV

## PUBLIC PROPERTY/UTILITIES

### CHAPTER 1

#### STREET AND SIDEWALK REGULATIONS

- 4-01-010: Building Line on Street
- 4-01-020: Streets and Sidewalks Constructed by Individuals
- 4-01-030: Obstructions
- 4-01-040: Location of Poles on Streets
- 4-01-050: Height of Awnings, Porches and Signs
- 4-01-060: Street and Sidewalk Cleanliness
- 4-01-070: Excavations
- 4-01-080: Deferral of Construction
- 4-01-090: Temporary Restoration
- 4-01-100: Permanent Restoration
- 4-01-110: Annual Meeting and Disclosure
- 4-01-120: Restoration of Asphalt Cuts
- 4-01-130: Excavation Through Intersection Requires Dry Lines
- 4-01-140: Laterals
- 4-01-150: Restoration of Public Property
- 4-01-160: Prohibited Acts

4-01-010: **BUILDING LINE ON STREET.** No building or house erected on the boundary or edge of any street, lane, avenue, or alley of this City shall extend further into the street than the outer edge of the lot or the inner edge of the sidewalk.

4-01-020: **STREETS AND SIDEWALKS CONSTRUCTED BY INDIVIDUALS.** It shall be unlawful for any person, either as owner, agent, servant, contractor or employee, to construct any street or sidewalk ~~within the public right-of-way in this City~~ unless a permit is first obtained from ~~the Public Works Department~~ ~~the City Council~~ to do so, ~~and unless s~~ Such street or sidewalk shall be constructed to lines and grades and specifications as given and established by the City ~~Council Standards~~ or unless special permission to deviate from such lines and grades is first obtained from the City ~~Council~~. All such streets and sidewalks shall be constructed under the supervision of an ~~city~~ inspector ~~to be appointed by the City~~, but the cost of indicating grade and lines shall be borne by the person constructing said street or sidewalk.

4-01-030: **OBSTRUCTIONS.** All persons are hereby forbidden to obstruct the sidewalks, crosswalks, or streets of this City, or to place any earth or substance on said sidewalks, or to permit any gate or other obstruction to swing across any sidewalk of this City to the annoyance of another person; ~~provided, however, that unless granted~~ special permission ~~may be granted~~ by the ~~Public Works Department~~ ~~City Council~~ to place obstructions on sidewalks or streets when necessary for improving the same or to provide protection when buildings are in the course of construction.

4-01-040: **LOCATION OF POLES ON STREETS.** All sign posts, ~~telegraph~~, telephone or light poles, awnings, porch posts, or other obstructions shall be set at the outer edge of the

sidewalk at such places as the City ~~Engineer Marshal, with the approval of the City Council~~ may designate. No pole stubs shall be set on any ~~telegraph~~, telephone, or light poles ~~which are~~ located on a public street or sidewalk within the City.

4-01-050.:

**HEIGHT OF AWNINGS, PORCHES, AND SIGNS.** All awnings, porch tops, and sign boards crossing or extending over any sidewalk in this City must be at least eight (8) feet above the grade of the sidewalk.

4-01-060.:

**STREET AND SIDEWALK CLEANLINESS**

- A. It shall be the duty of the owner ~~of or~~ occupant of private property fronting upon a public sidewalk to remove all weeds and noxious vegetation from such property and in front thereof to the curb line of the street and to keep the sidewalks in front of such property free from dirt, litter, snow, ice or obstructions.
- B. It shall be the duty of general contractors, owner-builders, or owners of every residential or commercial building construction site to keep the construction site in a condition of cleanliness and healthfulness by:
- (1) Preventing the accumulation of garbage or refuse, including boards, bricks, stones, trash etc., into disorderly stacks or piles. A commercial trash bin or suitable container, located on the site, shall be used for refuse on the construction site and shall be emptied when full;
  - (2) Maintaining the premises in such a manner that mice, rats, rodents, or animals do not inhabit the premises;
  - (3) Preventing garbage, refuse, dirt, rocks or building materials from encroaching onto sidewalks, curbs, gutters, streets, public property, or private property without the written consent of the owner, except that dirt may be used for the bridging of sidewalks during construction. However, use of dirt for bridging curb and gutter ~~will shall~~ not be allowed.
  - (4) Preventing the blowing of paper or other debris onto neighboring properties.

~~C(5C)~~ In order to protect the function of the City's storm drainage system and ensure safety of the public, this ~~s~~Section shall be primarily enforced by the Syracuse City Building Department, with the assistance of the Police Department. When a violation occurs, a Building Department official may issue a stop work order on the construction project until the violation is corrected. Contractors, builders, or residents violating this section shall be guilty of a Class "B" misdemeanor. ~~(Ord 04-19)~~

4-01-070.

**EXCAVATIONEXCAVATIONS.** It shall be unlawful for any person, except City personnel or those duly authorized ~~by permit by the City Council~~ to ~~make any~~ excavation in any ~~street, public~~ right-of-way, ~~lane or alley,~~ or remove any pavement or other materials forming any street or improvement thereof without first having obtained a permit ~~therefor~~ from the City. In order to obtain an excavation permit, an application ~~therefor~~ shall be submitted to the ~~Public Works Department~~ ~~City Council~~, accompanied by an application fee in an amount established by the ~~City fee schedule~~ ~~City Council~~ ~~from time to time by resolution~~, stating the location of the proposed excavation, the nature and extent of the same, the purpose for which the excavation is necessary, the manner in which it is proposed to accomplish such excavating, the means to be employed to permit the unobstructed flow of traffic thereon, and the length of time the

excavation will remain. The City Council shall issue, after determining that the proposed excavation is necessary and that the same will not unreasonably damage said street, lane, or alley public right-of-way, a permit to undertake and complete such excavation.

Prior to the issuance of a permit covering such excavation, the City Council shall require a bond issued by a licensed surety company of the State of Utah or a cashier's check made out in favor of Syracuse City in an amount sufficient to guarantee restoration of such street, lane or alley public infrastructure to its original condition. All persons or firms making such excavations must hold a valid license from the State of Utah and must maintain adequate public liability insurance. ~~(See Resolution R98-2)~~

No such excavation nor obstruction to any such street, lane, or alley public right of way shall be made without notifying the City of Syracuse in advance of the time when it is proposed to begin such excavation. It shall be unlawful for any person to close any such street, lane, or alley public right of way or to prevent the flow of traffic thereon without first obtaining permission therefore from the City of Syracuse.

All backfill shall meet standard specifications and all materials used shall be properly tamped or settled with a sufficient quantity of water to assure proper compaction. The contractor shall be required to test the compaction and submit such compaction report to the City.

It shall be unlawful for any person having made an excavation in any street, whether under a permit or otherwise to fail, neglect, or refuse for a period of five (5) days after notice, to restore said street to its normal condition. It shall be unlawful for any person, by or for whom any excavation is made in a public street or any purpose to fail to properly protect the work zone area ~~erect a barricade, rail, or other sufficient fence to be placed~~ so as to enclose such excavation, together with the dirt, gravel, or other material thrown therefrom, and to maintain such barricade protection during the whole time for which entire duration such excavation continues; ~~lanterns or some other proper and sufficient visible flasher~~ lights shall be fixed to parts of such barricade, or in some other proper manner over or near the excavation, and over and near the dirt, gravel, or other material taken therefrom, and so kept from the beginning of twilight through the whole of every night during all the time such excavation exists. It shall be unlawful for any person to maliciously or wantonly, and without legal cause, to extinguish, remove, or diminish said lights or tear down or remove any rail, fence, or barricade fixed in accordance with the provisions of this Section. ~~(Ord 95-04)~~

**4-01-080.** **DEFERRAL OF CONSTRUCTION.** The City Engineer may, in the Engineer's reasonable discretion, and subject to the provisions of any approved Franchise Ordinance or Agreement of the City, defer construction or other activity under any permit provided for in this chapter, until such time as the Engineer deems it proper in all cases where the public place on which the work is desired to be done is occupied or about to be occupied in any work by the City, or by some other person having a right to use the same in such manner as to render it seriously inconvenient to the public to permit any further obstruction thereof at such time, and in granting such permit, may so regulate the manner of doing such work in order to cause the least inconvenience to the public in the use of such public place; and in all cases any work of the City or its contractors or employees for municipal purposes shall have precedence over all work of every other kind.

**4-01-090.** **TEMPORARY RESTORATION.** Anyone issued a permit for excavation or other activity under this chapter shall temporarily restore the street, alley, any disturbed public right of way or other public place in a manner to a condition approved by the City Engineer, within seven (7) days ~~(7)~~ after completion of the work for which the permit was issued.

This requirement of temporary restoration may be waived by the City Engineer upon a determination that after consideration of the potential for settlement of the excavated area there is not a significant risk of settlement.

**4-01-100.**

**PERMANENT RESTORATION.** ~~All Excavator shall complete~~ permanent repairs of the temporary restoration ~~shall be completed by the excavator~~ within one (1) year after completion of the work for which the permit was issued. If the ~~excavator permittee~~ fails to complete the permanent restoration within this time period and in a manner approved by the City Engineer, the City may ~~restore the street, alley, or other public place, perform the restoration~~ and bill the permittee for the repair. All permanent repairs shall be bonded for at the time of the issuance of a permit. ~~Upon notice to the permittee, the bond may be called and used to complete the permanent restoration if the permittee fails to complete the restoration.~~ Upon failure to complete applicable permanent restoration and receiving notice from the City, the City shall place claim to said bond for reimbursement of incurred expenses to complete the restoration. The permittee may, at the time the permit is issued, contract with the City for the completion of the permanent restoration.

**4-01-110.**

**ANNUAL MEETING AND DISCLOSURE.** Beginning ~~by~~ November 2000, and by the first week of January of each succeeding year, the City Engineer shall provide to all utilities, a list of street and other improvements planned for the following three successive years. All agencies, utilities, franchises, and other entities planning work in a ~~street, alley, public right of way~~ or other public place that will require a permit under this ~~e~~Chapter shall submit a list of proposed projects and locations to the City Engineer by December 31<sup>st</sup> of each year. This list shall cover the planned projects for the following three years. These lists of planned projects shall be entered in to the City's Geographic Information System and integrated with other information on street condition and use. For the purpose of this subsection, the term "planned projects" does not include new construction that could not have reasonably been foreseen at the beginning of the year. The City Engineer may deny entities or agencies that fail to provide this information, permits for construction or other activity under this chapter unless the entity was not provided a list of planned street improvements by the City for that year. The City may hold an annual meeting for the purpose of providing and explaining such list.

**General Requirements.** ~~Each applicant permittee or excavator for permittee shall comply with the following requirements:~~

- (A) ~~Haul away and properly dispose of all materials removed from each single excavated area. For single excavated areas less than fifty feet (50') in length and twenty feet (20') in width, all materials that are dug out of the trench or excavation shall be hauled off and disposed of.~~ The trench or excavation shall be refilled with new crushed road base and compacted to ninety-six percent (96 %) and made ready for the asphalt finish surface. The trench or excavation shall be patched by the contractor ~~in a thickness to match existing conditions or with~~ a minimum of ~~three (3)~~ four (4) inches of asphalt. ~~See Figure 3 at the end of this Chapter.~~
- (B) ~~Before any excavation begins under this permit and at all times during the excavation, make~~ Make proper provisions for protecting the public with necessary guards, barricades, lights, signals and with all other appurtenances necessary to safeguard the lives and property of the users of such roadway, sidewalk, and other facilities, ~~before any excavation begins under this permit and at all times during the excavation.~~ Visible flasher lights shall be used in hours of darkness.
- (C) Be responsible for all liability or personal injury resulting from neglect; ~~The applicant shall~~ indemnify Syracuse City against all claims, demands, costs, damages, attorney

fees or other expenses of any kind occasioned by such neglect; ~~and -The applicant shall,~~ upon request of the City, produce evidence of insurance adequate to cover such claims.

- (D) Be responsible for restoring all ~~Public Ways~~public rights-of-way ~~and Private improvements,~~ including sidewalks, surfaces, curbs and gutters, driveways, ditches, ~~sprinkler irrigation,~~ and other landscaping, to their original condition, whether public or private, in a manner conforming to current Syracuse City specifications.
- (E) ~~Keep excavations to a minimum~~ ~~On any project,~~ regardless of the age or condition of the pavement, ~~keeps excavations to a minimum~~ and, wherever possible, locate excavations so that one "common" patch can cover as many excavations as possible.
- (F) Restore roads to a passable and safe condition within sixteen (16) hours ~~of commencing excavation.~~ All remaining repairs and restoration shall take place within ten (10) calendar days from the date of the first excavation. All debris generated as a result of said excavation ~~will~~ ~~shall~~ be removed immediately from the area upon completion of the excavation. If, within the standard ten (10) days, or other time period authorized by the City Engineer, the road cut or excavation has not been repaired as required, Syracuse City may ~~place claim on~~ ~~revoke~~ the excavation bond ~~to cover expenses necessary to complete the necessary repairs, and cause the repairs to be made.~~ The costs of repair shall include administrative costs. The permittee ~~or excavator for the permittee~~ shall be responsible for trench maintenance for one (1) year after the date it was inspected and approved by the Public Works Department. If repair of the road cut or trench is necessary within the initial one-year period, the permittee shall make repairs to the satisfaction of the City Engineer or, in the alternative, the City may ~~revoke~~ ~~place claim on~~ the excavation bond and cause the repairs to be made.
- (G) Limit the trench length left at grade but unpaved to a maximum of one thousand ~~(1000')~~. ~~Feet feet (1000')~~. No excavation shall be allowed to continue until the one thousand ~~(1000')~~ feet ~~(1000')~~ of trench has been restored with proper asphalt surface and inspected and accepted by the City.
- (H) ~~Place flowable fill in all~~ ~~All~~ excavations of twelve ~~(12)~~ inches ~~(12")~~ or less in width, ~~shall be required to use flowable fill~~ prior to the application of an asphalt finished surface.
- (I) ~~All excavation, when refilled, shall be e~~ ~~Compacted~~ ~~all backfilled excavations~~ to ninety-six percent (96%). The contractor shall submit tests to the City confirming ~~that the~~ compaction.
- (J) ~~Protect bore pits.~~ Bore pits adjacent to or which may be hazardous to traffic shall not be left open or unshielded overnight. Shielding in conformance with the ~~manual~~ ~~Manual~~ on ~~Uniform Traffic Control Devices~~ shall be allowed in the case of large pits or extensive bore and jack operations. ~~Contractors shall complete s~~Small bores under two lane roadways ~~should be completed~~ in one continuous operation.
- (K) ~~Utilize c~~Common trenching ~~shall be required~~ in all subdivisions, unless otherwise approved or excepted by the City Engineer. ~~( See figure 8.7 Typical Section – Common Trench)~~
- (L) ~~Bore a~~All utility excavations ~~shall be bored~~ whenever possible. |

**Comment [RW1]:** This section [General Requirements] should be moved to a new section following 4-01-070.

**4-01-120.**

**RESTORATION OF ASPHALT CUTS.** For any asphalt surface three (3) years old or less, excavator shall provide new asphalt ~~must be provided~~ for the length of the cut and the width of all lanes affected by the construction or other activity. For any asphalt surface where thirty percent (30%) or more of the width of any lane is affected by the construction or other activity, excavator shall provide new asphalt ~~shall be provided~~ for the length of the cut and the width of all lanes affected. For all other asphalt surfaces, excavator shall provide new asphalt ~~shall be provided~~ for the length and width of the ~~affected~~ affected area as required in this ~~chapter~~ Chapter. The City Engineer may require that the surface of the street receiving new asphalt be rotomilled prior to resurfacing.

**4-01-130.**

**EXCAVATION THROUGH INTERSECTION REQUIRES DRY LINES.** Every person seeking a permit to excavate in or through an intersection shall be required to place conduit in the open trench for the purpose of providing for the allowing placement of future utilities without disruption to the surface of the right-of-way.

**4-01-140.**

**LATERALS.** The City shall notify all abutting property owners along the affected portion of a street proposed for opening by the City, and a permittee shall notify all property owners as determined by the last tax assessment rolls, of the intent to open the street and shall provide to each owner, an opportunity to place, at the owners expense, laterals for the utilities to their property, prior to closing the trench. No excavation for laterals shall be allowed for a period of three (3) years after construction or reconstruction of a street, where such notice was given and the property owner declined to install the lateral.

The City Engineer may waive this barrier to entering a street if ~~a determination is made, that the required notice was not sent, and, at the Engineer's sole discretion, it is determined or if the engineer determines~~ that the excavation is necessary to provide an essential service that cannot be provided, except by cutting the street. The permittee shall pay a fee equal to the estimated damage to the useful life of the street and any associated repairs and shall repaves that portion of the street necessary to restore it, as close as possible, to its original condition, as determined by the City Engineer.

**4-01-150.**

**RESTORATION OF PUBLIC PROPERTY.** Permittee or excavator for permittee shall:

- (A) ~~The permittee shall, at its own expense, restore~~ Restore the surface of any Public way to its original condition at the permittee's own expense and shall replace any removed or damaged pavement with the same type and depth of pavement of that which is adjoining, thickness not to be less than four (4) inches including the gravel base material not to be less than eleven (11) inches. All restoration shall conform to the engineering regulations; design standards and specifications promulgated by the City and shall be accomplished within the time limits set forth in this ~~eC~~chapter, unless additional time is granted in writing by the Public Works Department. In the event of any conflict between City Standards and Specifications and the Ordinance, the Standards and Specifications shall be controlling.
- (B) ~~Permittees shall be~~ Be responsible for any necessary repair of a temporary restoration of a ~~street, alley, public right-of-way~~ or other public place until the permanent restoration is completed. Permittees ~~or excavators~~ shall be responsible for any necessary repair of a permanent restoration until the ~~street, alley, public right-of-way~~ or other public place has been repaved, reconstructed, or until five (5) years after the completion of a permanent restoration, whichever occurs sooner, unless the permittee contracted with the City ~~Engineer~~ for permanent restoration. If the permittee ~~who is responsible~~ fails to complete any necessary repair of a filled temporary

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restoration within three (3) calendar days or a permanent restoration within thirty (30) calendar days of being notified to do so by the City, the City ~~Engineer~~ may complete the repair and bill the permittee for the costs of such repair.

- (C) ~~At its option, the permittee doing the actual excavation work may request~~ Request, if they so choose that the City restore the surface to its original condition. The fee for such resurfacing shall be determined by the City Engineer in accordance with its reasonable costs for such excavation and shall ~~be charged to the person, firm, or corporation making the excavation~~ the permittee for the amount. Payment for said excavation shall be received by the City prior to the release or expiration of the bond, whichever occurs sooner.

**4-1-160.3**

**PROHIBITED ACTS.** It shall be unlawful for any person to destroy, deface, or in any manner injure any public street or sidewalk.

It shall be unlawful for any person intentionally or carelessly to throw, cast, or put into, drop, or leave in any street, gutter, sidewalk, or public place any stones, gravel, sand, coal, dirt, manure, garbage, leaves, lawn or hedge clippings, rubbish of any kind, snow, or any other substance. ~~(1971)~~

**CHAPTER 4-2: SEWER REGULATIONS**

- 4-02-010. North Davis County Sewer District.**
- 4-02-020. When Owner Required to Connect to Sewer.**
- 4-02-030. Permit Required.**
- 4-02-040. Independent Service Lines Necessary.**
- 4-02-050. Discharging Excessive Water into Sewer.**
- 4-02-060. Subdivision and Other Developments.**
- 4-02-070. Damage.**
- 4-02-080. Manholes.**
- 4-02-090. Runoff.**
- 4-02-100. Pretreatment and Discharge Permit Requirements.**
- 4-02-110. Wastewater Discharge Prohibitions and Limitations.**
- 4-02-120. Authorization Necessary to Reconnect.**
- 4-02-130. Authorized Representative to Have Free Access.**

**4-02-010. North Davis County Sewer District.**

The corporate limits of Syracuse City are within the area of the North Davis County Sewer District (the "District"), which is organized under Utah law. All ordinances, rules and regulations of the District are hereby adopted and incorporated herein by reference.

**4-02-020. When Owner Required to Connect to Sewer.**

The owner of all houses, buildings, or properties used for human occupancy, employment, recreation, commercial, industrial or other like purposes, situated within the corporate limits of the City and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary or combined sewer owned and operated by the City or owned or operated by the District, is hereby required, at his expense, to install suitable facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this Chapter, within ninety (90) days after date that said public sewer is available for use, provided that said public sewer line is within three hundred feet (300') of any such building discharging sanitary or industrial waste.

**4-02-030. Permit Required.**

No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof for any reason without first obtaining a written permit from the District or the owner of such sewer facilities.

**4-02-040. Independent Service Lines Necessary.**

A separate and independent service lateral shall be provided for every building. The City Engineer may consider exceptions in cases such as, ~~except~~ where one building stands at the rear of another or on an interior lot and no Public private sewer is available or can be constructed to the rear building other than routing a pipe through an adjoining alley, court, yard, or driveway. In this case, the service lateral from the front building may be extended to the rear building and the whole considered as one service lateral.

**4-02-050. Discharging Excessive Water into Sewer.**

It shall be unlawful for any person to discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, or subsurface drainage into any sanitary sewer. Such storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet consisting of water courses, ponds, ditches, lakes, or other bodies of surface or ground water provided for receiving the same.

**4-02-060. Subdivision and Other Developments.**

No subdivision plat, industrial park, or commercial development shall be approved or recommended by the City Planning Commission, nor shall a building permit or certificate of occupancy be issued for any lot or part thereof or for the whole thereof, unless the City shall have first received a signed document from the District approving the sewer aspects of the proposed development.

**4-02-070. Damage.**

No person shall intentionally or negligently cause any damage to the sewer system. Repairs necessary for any damage caused shall become the responsibility of the person causing the damage.

**4-02-080. Manholes.**

No person shall open a manhole of the sewer system without first receiving authorization to do so from the City.

**4-02-090. Runoff.**

No owner or occupant shall permit a condition to exist on his property whereby surface water, storm drainage, cooling water, or ground water is discharged into the sewer system, nor shall any person install or create such a condition.

**Comment [RW2]:** This Section is a repeat of 4-02-050 and could be removed.

**4-02-100. Pretreatment and Discharge Permit Requirements.**

A. Those persons required to pretreat wastewater in order to comply with Federal pretreatment standards and/or District wastewater control rules and regulations and any permits issued thereunder shall provide, operate, and maintain the necessary pretreatment facilities in accordance with the District pretreatment regulations.

B. Industrial users required to apply for a discharge permit pursuant to the District wastewater control rules and regulations shall obtain such permit prior to discharging into the sewer system. Applications shall be in the form prescribed by the District Board.

**4-02-110. Wastewater Discharge Prohibitions and Limitations.**

A. Generally. No person shall discharge into the sewer system any substance or in a manner which, under ordinary circumstances, either (1) is harmful or detrimental to or interferes with either the sewer system, the functioning of the sewer system, the environment, or the public health, or (2) causes sewage to pass through the sewer system without treatment and thereby creating a significant health hazard or diminishing the quality of the environment.

B. Discharge Prohibitions. No person shall discharge into the sewer system any substance or discharge into the system in a manner which violates the wastewater discharge prohibitions and limitations contained within the District wastewater control rules and regulations currently in force and as amended from time to time, which are incorporated by this reference as a part hereof as though fully set forth herein, together with any schedules or appendices which are a part of the District wastewater control rules and regulations.

C. Immediate Reporting. Immediately upon discharging a prohibited substance or upon discovering that a prohibited substance has been discharged, the person performing or discovering such discharge shall immediately notify the staff of the District of the discharge by the most rapid available means, if such person knows or reasonably should have known that (1) the substance was discharged, and (2) the discharge of the substance was prohibited. Notification pursuant to this Subsection does not relieve the person notifying of any liability, except liability for violation of this Subsection.

D. Preventing Accidental Discharge.

1) Generally. Every person conducting an activity which creates a substantial risk that a prohibited substance will be discharged into the sewer system shall provide adequate protection against accidental discharge of such a prohibited substance by either (1) implementing procedures or practices which tend to reduce the likelihood of such a discharge and/or (2) installing facilities designed to prevent such accidental discharge. The District General Manager may identify persons required to provide such protection and direct them to comply with this Subsection.

2) City/ District Requirements. The City Public Works Director and/or the District General Manager are hereby authorized to specify particular procedures, practices, and/or facilities which shall be implemented by any person, (1) if the District General Manager finds that there is substantial risk of a discharge prohibited by this Section if preventive measures are not undertaken, and (2) if such procedures, practices and/or facilities substantially reduce the risk of discharge prohibited by this Section, and (3) if the cost of implementing such procedures, practices, and/or installing such facilities is found by the City Council and/or District Board to be reasonable in light of both the potential damage to the sewer system and/or the environment if an accidental discharge occurs, and the effectiveness of the equipment in preventing such an accidental discharge.

3) Plans. In every case where facilities are required to be installed pursuant to this Subsection, the Public Works Director and/or District General Manager are hereby authorized to require submission of detailed plans for the required facilities and their operation before construction of the facilities is begun.

E. Preventive Requirements.

1) Report. Within five (5) days after the discharge of a prohibited substance, the person who discharged such substance shall file with the City a written report describing (1) the nature and content of the discharge, (2) the cause(s) of the discharge, and (3) remedial measures to be taken by the discharger to prevent similar discharges in the future. The City Public Works Director or his designee may inspect the site of the accidental discharge and interview any person involved in the discharge in order to ascertain or confirm what happened and assure that remedial measures adequate to prevent future accidents are carried out as represented.

2) Authorization to Require Changes. If (1) a person has discharged a prohibited substance, and (2) it is likely that the same person will again discharge a similar prohibited substance in the future if preventive measures are not undertaken, then the Public Works Director is hereby authorized to require the person who discharged the prohibited substance to make change(s) in equipment, facilities, procedures, or practices, which change(s) (1) have the effect of substantially reducing the risk of a similar discharge in the future, and (2)

are found by the Public Works Director to be reasonable in cost in light of the potential damage to the system and environment arising out of a similar prohibited discharge in the future. Nothing in this Subsection relieves any person of any liability, except liability for violation of this Subsection.

F. Self-Monitoring and Reporting. The Public Works Director is hereby authorized to require that persons discharging into the sewer system, other than persons discharging only ordinary domestic sewage, monitor and report their sewage discharges in a manner and to the extent necessary to: (1) provide adequate compliance with and enforcement of the District's wastewater control rules and regulations; (2) assess the source of the components of the sewage transmitted by the City and treated and disposed of by the District; and (3) charge reasonable fees and surcharges to dischargers based on actual discharges or reasonable classifications of discharges. The Public Works Director is further hereby authorized to require that such monitoring and reporting be performed at the expense of the person discharging. Every person required to monitor and report pursuant to this Section shall monitor and report as required by the District wastewater control rules and regulations and in conformity with this Section.

G. Compliance Monitoring. The District Pretreatment Administrator is hereby authorized to sample and analyze the sewage of, and inspect the facilities of persons discharging into the sewer system in order to determine or verify compliance with this Section. The City Council is further authorized to require the installation of reasonable facilities, such as manholes, to enable such sampling. However, nothing in this Section limits any power that the City or District may have to investigate or enforce compliance with other sections of this Ordinance or through means not specified in this Subsection.

H. Strict Liability. Any person violating any provision of this Section shall be guilty without regard to fault, knowledge, intent, or the state of mind of the person committing the violation.

I. Nuisance. Any condition or situation which causes a violation of this Section is hereby declared to be a public nuisance and may be abated as provided by law.

**4-02-120. Authorization Necessary to Reconnect.**

It shall be unlawful for any person, after sewer service to any premises has been discontinued or disconnected for any reason whatsoever, to reconnect or resume such service or for the owner or occupant of such premises to allow the same to be reconnected or resumed without being authorized by the City.

**4-02-130. Authorized Representative to Have Free Access.**

Free access shall, at all ordinary hours, be allowed to authorized representatives of the City and/or the District or other owner of such sanitary sewer to inspect and examine such facilities, including service laterals connected to the building, to inspect the plumbing and facilities therein and the manner of use of such sewer facilities, and to determine compliance with the rules and regulations of the City and/or the District or other owner of such sanitary sewer facilities.

**CHAPTER 4-03: WATER**

- 4-03-010. Purpose and Title.
- 4-03-020. Public Works Department.
- 4-03-030. Water Superintendent.
- 4-03-040. Water System.
- 4-03-050. Rules and Regulations.
- 4-03-060. Duty to Maintain.
- 4-03-070. Authority to Shut Off.
- 4-03-080. Duty to Treat.
- 4-03-090. Access for Water Superintendent.
- 4-03-100. Liability.
- 4-03-110. Application for Connection and/or Service.
- 4-03-120. Water Service Authorized.
- 4-03-130. Obligation of Owner.
- 4-03-140. Misrepresentation.
- 4-03-150. Applications Non-Transferable.
- 4-03-160. Fees.
- 4-03-170. Special Rates.
- 4-03-180. Billing.
- 4-03-190. Delinquent Payments.
- 4-03-200. Notice of Shut Off.
- 4-03-210. Shut Off.
- 4-03-220. Stay of Shut Off.
- 4-03-230. Legal Action.
- 4-03-240. Voluntary Discontinuance.
- 4-03-250. Service Lateral Installation.
- 4-03-260. Service Lateral Maintenance.
- 4-03-270. Service Lateral Replacement.
- 4-03-280. Service Lateral Repair or Alteration.
- 4-03-290. Service Lateral Location.
- 4-03-300. Extension of Water System Within the City.
- 4-03-310. Extension of Water System Outside the City.
- 4-03-320. Meter Installation and Maintenance.
- 4-03-330. Meter Required.
- 4-03-340. Meter Accuracy.
- 4-03-350. Meter Tampering.
- 4-03-360. Illegal Use of Water Pressure.
- 4-03-370. Unauthorized Service.
- 4-03-380. Unauthorized Connection.
- 4-03-390. Damage to Water System.
- 4-03-400. Emergencies.
- 4-03-410. Waste Prohibited.
- 4-03-420. Sprinklers.
- 4-03-430. Curtailment.

- 4-03-440. **Turning Water Off.**
- 4-03-450. **Cross Connections.**
- 4-03-460. **Maintenance and Control of Hydrants.**
- 4-03-470. **Tampering with Hydrants.**
- 4-03-480. **Hydrant Use by City Departments.**
- 4-03-490. **Private Use of Fire Hydrant Water.**
- 4-03-500. **Fire Hydrant Water Use Permit.**
- 4-03-510. **Secondary Water Connection.**
- 4-03-520. **Wellhead Protection.**
- 4-03-530. **Penalty.**
- 4-03-540. **Board of Equalization.**

**4-03-010. Purpose and Title.**

The purpose of this Chapter is to establish and provide requirements, regulations and procedures for the governing and administration of the Syracuse City Water System. This Chapter shall be known as and may be referred to as the Syracuse City Water System Ordinance.

**4-03-020. Public Works Department.**

The Public Works Department shall have authority to operate and maintain the Syracuse City Water System, hereinafter referred to as the "water system," and to furnish water service to the residents of the City in accordance with the provisions of this Title. To accomplish these purposes, the Public Works Department is empowered to employ persons, purchase and approve real property, acquire equipment and perform all other acts necessary or incidental to the accomplishing of the above-described purposes, subject to all applicable ordinances, resolutions, rules, regulations and policies of the City.

**4-03-030. Water Superintendent.**

~~There is hereby created the office of Water Superintendent.~~ The Water Superintendent shall administer and enforce this Chapter under the direction of the Public Works Director and the City Manager and shall manage the City's water system pursuant to the provisions of this Chapter and all other applicable ordinances, rules, regulations and policies of the City. The Water Superintendent shall have such other duties and responsibilities as designated by the City Council.

**4-03-040. Water System.**

The water system constructed or otherwise acquired by the City to supply water is the property of the City and shall be under the sole and exclusive control and jurisdiction of the City. The City may enter into contracts with other governmental entities and/or wholesale water delivery providers for the purchase of water and may acquire water rights, water shares, etc., as it deems appropriate or desirable for the City's water system.

**4-03-050. Rules and Regulations.**

The City Council may from time to time by resolution establish rules and regulations regarding the establishment, installation, operation, control and modification of the City water system in accordance with the provisions of this Chapter.

**4-03-060. Duty to Maintain.**

The Public Works Department shall keep the water system in good repair. Any leaks, breaks or equipment failures of the City water system shall be promptly repaired in accordance with the provisions of this Chapter.

**4-03-070. Authority to Shut Off.**

The Public Works Department shall have the power and authority to temporarily discontinue water service to any area without notice, for the purpose of repairing and maintaining the water system.

**4-03-080. Duty to Treat.**

The Public Works Department shall treat or cause to be treated the water furnished to the water users hereunder using current water treatment methods such that the water shall conform to State and Federal standards of purity and fitness for culinary use.

**4-03-090. Access for Water Superintendent.**

As a condition of a person receiving water service from the City, the Water Superintendent and his or her authorized agents shall, at all reasonable hours and/or upon such notice as is reasonable under the circumstances, have free access to any place supplied with water service from the City's water system for the purpose of examining the apparatus, the amounts of water used, the manner of use, and to make any and all necessary adjustments to said systems or shut off for vacancy, delinquency or violation of applicable ordinances, rules or regulations of the City.

**4-03-100. Liability.**

Except as otherwise provided in the Utah Governmental Immunity Act, set forth in *Utah Code Ann.* §§ 63G-7-~~101~~, *et seq.*, as amended, the City shall not be liable or responsible for any loss, damage, or injury, direct or indirect, to a water user, the user's family, guests, tenants, invitees, or any person, or the real or personal property of any person arising out of or caused by the City water system, or by the cessation or interruption of City water supply.

**4-03-110. Application for Connection and/or Service.**

The record owner of property desiring to connect to and to receive service from the City water system shall submit an application for water connection and/or service to such property in writing to the City in such form as provided by the City. If the property is not already connected to the City water system through an approved service lateral or if an extension of the water main is required for service, the provisions of this Chapter regarding the installation of service laterals and extensions shall be followed.

**4-03-120. Water Service Authorized.**

Water service may be furnished or restored to premises if the person requesting such service substantially complies with the following provisions.

(a) Application. The property owner of the premises fills out, signs and files with the City an application for water service as provided in Section 9-01-110.

(b) Deposit. The applicant pays a deposit in the amount set forth by resolution in the City Consolidated Fee Schedule.

(c) Fees. The applicant shall pay the cost of a water meter as set forth in the Consolidated Fee Schedule. In the event the property owner is required to install a service lateral or extend the water system prior to connection, the applicant shall be required to make all installments and connections at applicant's cost.

(d) Current Charges. Before water will be turned on to any premises, all charges due and owing to the City by the applicant(s) for water must be paid.

**4-03-130. Obligation of Owner.**

The record owner of property to be served by the City water system must appear as the applicant for water connection and service and shall be held responsible to the City for payment of all water service fees and charges incurred by that connection. Owners of property that rent, lease or otherwise give the said property over

to the tenancy of another, shall remain liable for the water services furnished to the property, including all fees and charges incurred by a renter or lessee or other occupant of the owner's premises. It shall be the duty of the property owner to notify the City of termination or change in ownership of the property.

**4-03-140. Misrepresentation.**

It shall be unlawful to misrepresent a material fact in applying for water connection and service. Material facts include, but shall not be limited to, the identity of the applicant as the owner or tenant of the property to be connected and the purpose for which the water service to be provided will be used.

**4-03-150. Applications Non-Transferable.**

Water service and connections shall not be transferred to a location different from that shown on the application for water service nor from where originally used, nor may a larger water connection be subdivided into several smaller connections.

**4-03-160. Fees.**

The City Council shall, by resolution, set forth in the Consolidated Fee Schedule the fees to be charged for the base rate water service charge, service charges other than the base rate, water meter fee, impact fees, fee for use of water from fire hydrants, water service deposits, and all other appropriate fees required herein. Rates for services furnished shall be uniform with respect to each class or classes of service established by the City or that may hereinafter be established.

**4-03-170. Special Rates.**

The City Council may from time to time fix by agreement or resolution, special rates and conditions for users using exceptionally large amounts of water service or making use of the water system under exceptional circumstances, upon such terms and conditions as it deems appropriate.

**4-03-180. Billing.**

The City shall mail a written statement to each user of water once each month or at such other regular intervals as the City Council shall direct. The City Council shall determine the duration of the billing period and may change the amounts of the charges or the duration of the billing period from time to time. The City may send a combined statement for water, sewer, garbage collection and other services provided by the City, which statement shall separately specify the amount of the bill for the water service, sewer service, garbage collection and any other service, the place of payment, and the due date. All bills shall be paid in full and no partial payments shall be

sufficient, absent the written consent of the Utility Billing Clerk to prevent the termination of services as provided herein.

**4-03-190. Delinquent Payments.**

If any user fails to pay his or her water, sewer, garbage or other service charge for services provided by the City within thirty (30) days from the date the payment is due, the Utility Billing Clerk shall notify the Public Works Department of the deficiency and the Public Works Department may thereafter shut off all water service to said premises in the manner set forth in this Chapter. Where amounts are due for more than one billing period, any payment received shall be applied toward the most recent billing for which an amount is due. A dishonored check shall not be considered payment received.

**4-03-200. Notice of Shut Off.**

If any user fails to pay his or her water, sewer, garbage or other service charge for services provided by the City within thirty (30) days from the date the payment is due, the Utility Billing Clerk shall notify in writing the occupant of the premises and the owner thereof by personal delivery or mail, to the premises and any other address that appears on the application of the delinquency and that the water service will be discontinued if payment is not received within ten (10) days after notice is sent.

**4-03-210. Shut Off.**

If any user fails to pay his or her water, sewer, garbage or other service charge for services provided by the City within the required time frame after service of a notice of shut off, the Utility Billing Clerk shall cause a notice to be served personally to the property owner or occupants explaining the reason for the shut off and that the water service may thereafter be shut off if payment is not made within three (3) days from the date of such notice. If the delinquent payments are not made within three (3) days from the date of such notice, and no stay has been issued in accordance with the provisions of this Chapter, the City may shut off water service to the premises. Before water service to the premises may be turned on again, all delinquent water, garbage and other charges for services provided by the City must be paid, together with the appropriate shut off charge as provided in the City Consolidated Fee Schedule.

**4-03-220. Stay of Shut Off.**

The Utility Billing Clerk may extend the time for bringing current a delinquent account for up to fifteen (15) days. In addition, the user may file a written request for review of the billing with the City Manager. Such request for review shall set forth the customer's good reason to believe an error has occurred in the billing, which error has resulted in a billing amount in excess of service actually rendered, and setting forth the facts and arguments in favor of the customer's position. Any appeal of a bill as

set forth herein, shall stay any action by the City to shut off water service for fifteen (15) days or until a determination has been made by the City Manager, whichever occurs first. Written notice of the decision and the action to be taken shall be provided to the customer.

**4-03-230. Legal Action.**

The City Recorder or Treasurer, is hereby authorized and empowered to enforce the payment of all delinquent City service charges and connection fees whether for water, sewer, garbage or other services, by an action at law in the corporate name of the City.

**4-03-240. Voluntary Discontinuance.**

Any user desiring to discontinue service shall notify the Utility Billing Clerk in writing at least ten (10) days before the date when such service is to be discontinued. Any credit balance in favor of the user as a result of deposit will be refunded promptly after receipt of notice of discontinuance of service.

**4-03-250. Service Lateral Installation.**

The property owner, or his or her agent, desiring to obtain water service, shall be responsible at his or her sole expense for installing a service lateral to the curb or property boundary line of his or her property which meets the following requirements.

(a) The service lateral shall be made of such material and quality specified in the City's construction codes and standards.

(b) The service lateral installation shall include all pipe mechanisms, meter boxes, valves and other equipment, except meters and other equipment to be installed by the City, required for proper service as designated by the City construction codes and standards and the provisions of this Chapter.

(c) The service lateral shall be buried at a depth and grade specified in the City construction codes and standards.

(d) The service lateral shall be located and installed the required distance from other service pipes in accordance with City construction codes and standards.

(e) The service lateral shall not run across property owned in fee by a person other than the property owner who is applying for connection, unless written permission is obtained from the City and a satisfactory easement is obtained from the affected property owner.

(f) The service lateral shall supply water to no more than one building, except that where permission is obtained by the property owner from the City and as approved

by City Engineer. Connection of more than one building may be made to such a service lateral, if the property owner applying for the connection is the owner of all buildings connected to said service lateral. For the purpose of payment of fees required under the provisions of this Chapter, each building which receives water service through a common service lateral shall be deemed to receive water service through a separate service lateral and the property owner shall be required to pay appropriate charges for each building receiving water service.

(g) The service lateral to be connected to the City water system shall be inspected by an inspector of the City Public Works Department and found to conform to the provisions of this Chapter, the Plumbing Code as amended and adopted by the City, and all other applicable construction standards, ordinances, rules and regulations, prior to backfilling. It shall be the property owner's responsibility to ensure that the service lateral and all other underground water lines or connections to be inspected are open and visible to the inspector at the time of the inspection.

(h) No service lateral shall be connected to the City water system until all requirements of this Section are complied with and the lateral has been inspected and approved by the City.

**4-03-260. Service Lateral Maintenance.**

Subject to the provisions of this Chapter, water service users shall keep their service laterals and connections and other apparatus in good repair and protected from frost at their own expense. Each property owner shall own and shall bear the sole responsibility for repair, upkeep and maintenance of the service lateral from the property side of the water meter to the premises being served. The City shall not accept nor bear any responsibility for any leaks, or damages caused by leakage, in the service lateral. Without incurring any liability to the property owner, the City may make emergency repairs to service laterals in order to mitigate damage, prevent waste of water, and prevent contamination of the water supply. Any such repairs shall be at the property owner's expense and shall be billed to the property owner by the City.

**4-03-270. Service Lateral Replacement.**

The replacement of a previously used service lateral shall be deemed a connection and the provisions for installation and connection of a new service lateral shall apply to said replacement.

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**4-03-280. Service Lateral Repair or Alteration.**

It shall be unlawful for any person to open, alter, repair, or connect to any existing service lateral without first having received a permit therefore from the Public Works Department. Except as otherwise provided herein, no permit shall authorize the alteration of or connection to a service lateral which results in the availability of water

service to a building to which such service was not furnished before the alteration or connection is made.

**4-03-290. Service Lateral Location.**

The City assumes no responsibility for nor shall it warrant or guarantee the specific location of water service laterals as shown on as-built drawings furnished by developers and/or contractors. Persons applying for building permits may inspect the as-built drawings by developers and/or contractors if they desire to do so in connection with locating service laterals, however, the City will not take responsibility for the accuracy of such documents. Persons desiring to obtain such information from the City shall be required to sign an appropriate disclaimer.

**4-03-300. Extension of Water System Within the City.**

(a) Application. Whenever any person, firm or corporation subdivides, develops or builds upon any property within the City which requires the installation or extension of a water main from an existing main, the person, firm or corporation seeking approval of the subdivision or development of the property shall submit an application for extension of and service from the City water system for the development. The application shall set forth the distance and location of the proposed extension, a map of the extension, the size, location and number of connections that applicant will require, and the intended use; i.e. residential, multi-family, commercial and/or industrial.

(b) Review. The application shall be submitted to the City by the developer with the preliminary plat or site plan review for the development and shall be reviewed by the City Engineer. Upon a finding by the City that the City has available water rights, water source capacity, and water distribution and storage facility capacity to serve the proposed development with a year round supply of water, the application may be accepted.

(c) Agreement. Upon acceptance of the application for extension and water service, the developer shall enter into a written extension agreement with the City specifying the terms and conditions under which the water extensions and connections shall be made to the City water system and the payments that shall be required.

(d) Expense. The developer shall be required, at his or her own expense, to make, construct, and lay such extension from the existing main to the proposed subdivision, development or building. Developer shall construct at its sole expense, the internal or on-site water distribution system required to serve the individual consumers within developer's subdivision or development, including all booster pumps, on-site storage, and other appurtenant facilities as well as any off-site reservoir required for the development. All improvements shall be constructed in accordance with the City's specifications. Service and connection to the City water system shall not be permitted until such improvements are inspected, approved and accepted by the City.

(e) Easements. Where possible, provisions shall be made for the construction of all line extensions and distribution lines within public streets and easements. Where lines must cross private property, developer shall obtain at developer's sole expense, all required and necessary easements in satisfactory and recordable form.

(f) Dedication. Upon compliance with all conditions and requirements set forth herein, developer shall convey to the City, free and clear of all liens and encumbrances, except for those specifically agreed to in writing by the City, and by conveying instrument acceptable to the City, the following:

(1) Any extension of the City's main transmission system constructed by developer and donated to the City as provided herein, together with all necessary pipeline easements and rights-of-way for the operation, maintenance, repair and replacement of the same.

(2) The internal subdivision distribution system and all appurtenant facilities specifically including but not limited to all distribution lines, pumps, storage facilities, booster pumps, and any required treatment facilities, together with all appurtenant easements and rights-of-way for the operation, maintenance, repair and replacement of the same.

(g) Reimbursement. Where any person, firm or corporation subdivides or develops property subject to these provisions and is required to make expenditures which in the opinion of the City Council should not be borne wholly and solely by such developer because other subsequent developments will benefit directly therefrom, the City Council may enter into an agreement with the developer for reimbursement on a proportionate basis for his or her actual costs as subsequent users connect to the main extension. As a condition of such reimbursement and prior to final approval and acceptance of the main extension by the City, the developer shall submit to the City a verified list of costs which shall form the basis of the reimbursement agreement taking into consideration the benefit of the line to the developer.

#### **4-03-310. Extension of Water System Outside the City.**

The City may furnish water service from its water system to persons outside the City in accordance with the provisions of this Section provided that such water service is available and will in no way deprive the residents of Syracuse City of water consumption. Nothing contained herein shall be construed to obligate the City to extend its system to provide water service to persons outside the boundaries of the City.

(a) Petition. Any person or persons located outside the City limits who desires to be supplied with water service from the City water system may make application to the City Council for such extension and service by petition. The petition shall set forth the distance and location of the proposed extension, a map of the extension, the size, location and number of connections that petitioner will require, and

the intended use. Petitioner shall be required to pay in advance the entire cost of extending the City water system to provide such service. In addition to the requirements set forth in this Section, the petition shall contain a certified acknowledgment that the petitioner understands that the City in granting the petition need only supply such water to the petitioner from time to time as shall be deemed by the City Council to be available beyond the requirements of water use within the City limits and that such extension shall be the property of and subject to the control of the City.

(b) **Review.** The City shall review the petition, including review by the Public Works Department, City Engineer and City Attorney. The Public Works Department shall determine what portion, if any, of the extension of the City's water mains to the City limits the City shall construct, and shall prepare a verified statement showing the whole cost and expense of making such an extension. Such costs and expenses shall include administrative and supervisory expenditures of the City, which shall in no event be deemed to be less than ten percent (10%) of the cost of materials and labor. Upon a finding by the City that the City has available water rights, water source capacity, and water distribution and storage facility capacity to serve the proposed development the application may be accepted.

(c) **Agreement.** If the City grants the petition or any portion thereof, the petitioner and the City shall enter into an acceptable written water system extension agreement, which agreement shall be executed prior to the commencement of any work upon said extension.

(d) **Dedication.** Upon compliance with all conditions and requirements set forth herein, petitioner shall convey to the City, free and clear of all liens and encumbrances, except for those specifically agreed to in writing by the City, and by conveyancing instrument acceptable to the City, the following:

(1) Any extension of the City's main transmission system constructed by petitioner and donated to the City as provided herein, together with all necessary pipeline easements and rights-of-way for the operation, maintenance, repair and replacement of the same.

(2) The internal subdivision distribution system and all appurtenant facilities specifically including but not limited to all distribution lines, pumps, storage facilities, booster pumps, and any required treatment facilities, together with all appurtenant easements and rights-of-way for the operation, maintenance, repair and replacement of the same.

(e) **Reimbursement.** The City shall have the right to allow third parties to connect to any water line or facilities constructed pursuant to this Section in which case the City may enter into an agreement providing partial reimbursement to the developer. As a condition of such reimbursement, the petitioner shall, prior to final approval and acceptance of the main extension by the City, submit to the City a verified list of costs

which shall form the basis of the reimbursement agreement taking into consideration the benefit of the line to the petitioner.

**4-03-320. Meter Installation and Maintenance.**

It shall be unlawful for any person who is not authorized by the Public Works Department to open or connect into any City water main. Any person desiring to open or connect into the City water system shall obtain the appropriate permits required herein and all work performed under such permit shall be inspected by the City. Any person connecting to the water system shall install a connection pipe of suitable quality under the street and a meter box, meter, and stopcock at a location determined by the Public Works Department. Said connection pipe, meter box, meter and stopcock are and shall remain the property of the City, which retains the sole right to maintain, repair, and service said facilities. The City shall own and maintain the shutoff valve, the water meter and its appurtenances, regardless of whether the water meter was installed at the street or inside the structure receiving service.

**4-03-330. Meter Required.**

All water delivered by the City to its customers shall be metered through water meters owned and approved by the City. It shall be unlawful for any person, firm or corporation to use or have in their possession any water from the City water system that has not first been passed through and the quantity thereof measured by a City water meter.

**4-03-340. Meter Accuracy.**

Any user may submit a request for a test of his or her water meter. The Water Superintendent may, if under the circumstances it is deemed advisable, order a test of the requested meter measuring the water delivered to the user. If such request to test the meter is made within twelve (12) months after the date of the last previous test, the user may be required to pay the costs of such test if the meter is found to record from 97% to 103% of accuracy under methods of testing that are satisfactory to the Water Superintendent. In the event a meter is found to be recording less than 97% or more than 103% of accuracy, the City shall make such adjustments in the user's previous bill as are just and fair under the circumstances. If a meter fails to register at any time, the water delivered during such period shall be estimated on the basis of previous consumption. To the extent possible, the period of time used to assess previous consumption shall be a seasonally similar time period.

**4-03-350. Meter Tampering.**

Meters may be checked, opened, inspected or adjusted at the discretion of the City by City personnel. It shall be unlawful for any person other than authorized

agents of the City to adjust, open, manipulate, disconnect or tamper with City water meters in any manner. A user shall prevent any damage to the water meter used by such user and shall be responsible for the cost of repairing any damage to the water meter other than normal wear and tear.

**4-03-360. Illegal Use of Water Pressure.**

The water provided through any connection to the City water system shall not be used for the purpose of driving any motor, siphon, turbine, or other wheels, or any hydraulic engines, or elevators, or for driving or propelling machinery of any kind whatsoever.

**4-03-370. Unauthorized Service.**

It shall be unlawful for any person to provide oneself or others with, or to make use of water service from the City water system without prior authorization from the City and payment therefore as herein provided. It is unlawful for any person to restore discontinued water service by self-help or other means without authorization by the City. Regularly applicable charges shall be assessed for unauthorized water service and may be collected as provided in this Chapter.

**4-03-380. Unauthorized Connection.**

It shall be unlawful for any person, directly or indirectly, to connect to, disconnect, repair or alter the City water system or any part thereof, including, but not limited to, any water line or water meter, without prior authority obtained from the City in accordance with the provisions of this Chapter. It shall be unlawful for any person, directly or indirectly, to open any fire hydrant, stopcock, valve, or other fixtures attached to the City water system without prior authority obtained from the City in accordance with the provisions of this Chapter.

**4-03-390. Damage to Water System.**

(a) Prohibited. It shall be unlawful for any person to destroy, deface, damage or interfere with the operation of any part, pipe, fixture, appliance, appurtenance or property of the City water system or any source of water supplying to said system, to interfere with the flow or control of distribution of the water system, or to pollute, contaminate or introduce into such system any substance poisonous to human life or harmful to human health or detrimentally affecting the taste, smell, color, odor, or other aesthetic characteristic of the City water system.

(b) Restitution. All damages or injury to the water, lines, meters or other equipment of the City water system caused by any act or neglect of the user or his or her agents or any violation of this Chapter shall, in the discretion of the City, be repaired by or at the expense of the user, and the user shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue to the City through its

efforts to repair or recover expenses for the repair of the damage to the water, lines, meters or other equipment of the City water system or Public Works Department.

**4-03-400. Emergencies.**

Notwithstanding the provisions of this Chapter, in the case of leaks or other accidents damaging service laterals or other apparatus connected with the water system, plumbers or other qualified persons may shut off the water at the curb box to make the necessary repairs, and turn on the water upon completion of such repairs without obtaining authorization.

**4-03-410. Waste Prohibited.**

All users of water service shall be required to keep their sprinklers, faucets, valves, hoses and all apparatus connected to the water system in good condition at their own expense and all waterways closed when not in use. No person, unless authorized by the City in accordance with this Chapter, shall turn on or discharge water from any fire hydrant, and no water user or other person shall waste water or allow it to be wasted by imperfect stops, taps, valves, leaky joints or pipes, or to allow tanks or watering troughs to leak or overflow, or to wastefully run water from hydrants, faucets, basins, sinks, or other apparatus, or to use any water from the water system except for culinary and domestic purposes, including lawn sprinkling, unless so authorized by the City, or to use the water for purposes other than those for which he or she has paid, or use water in violation of the rules and regulations adopted by the City Council.

**4-03-420. Sprinklers.**

All sprinkler systems shall comply with applicable provisions of the Plumbing Code, as adopted and amended by the City, and shall only be allowed in connection with other [secondary](#) water service provided to the premises. It shall be unlawful for any person to install or use a sprinkling system which materially affects the pressure or supply of water in the City water system or any part thereof.

**4-03-430. Curtailment.**

Water shall be supplied first for culinary purposes. In times of water scarcity, the Mayor may, by proclamation, declare a water emergency and limit, ration, or otherwise regulate the distribution or use of water to such extent as may be required for public good of the City. Such action of the City may include, but shall not be limited to, limiting the use of water for lawn sprinkling or imposing a moratorium on new water connections until the emergency has been alleviated.

**4-03-440. Turning Water Off.**

If any water user shall waste water, or shall, within two (2) days after notice is given by the Public Works Department, fail to repair any service connection or

plumbing on his or her premises, or fail to comply with any regulations or restrictions with respect to the use of water, he or she shall be liable to have the water shut off from his or her premises by the Public Works Department. Upon the occurrence of any of the foregoing, the Public Works Department shall notify the occupant of the premises and the owner thereof in writing, by personal delivery or certified mail, return receipt requested, of the violation and that the water service will be discontinued if the violation is not remedied within three (3) days. If the violation is not remedied within the required time frame after service of the notice of discontinuance, the Public Works Department shall cause a notice to be left on the property explaining the reason for discontinuance, and the water service may thereafter be discontinued. If water is turned off because of defective plumbing or waste as provided herein, the water shall not be turned on again until the same have been repaired in accordance with the requirements of the Public Works Department, and a fee has been paid for shut off, turn on and inspection as set forth by resolution in the City Consolidated Fee Schedule.

**4-03-450. Cross Connections.**

(a) Generally. This Section shall be known as the "Syracuse City Cross Connection Ordinance," and may be so cited. The purpose of this Section is to protect the public potable water supply from contamination or pollution by isolating within its customers' internal distribution system(s) or its customers' private water system(s) such contaminants or pollutants which could backflow or back-siphon into the public potable water supply system. This Ordinance is adopted pursuant to Section R309-~~102-5~~ [105](#) of the Utah Safe Drinking Water Rules and Regulations.

(b) Requirements. No water service connection to any premises within the City shall be installed or maintained unless the water supply is protected. Unprotected cross connections shall not be an integral part of any consumer's water system within the City. In the event a cross connection cannot be eliminated, it must be protected by the installation of an air gap or approved backflow prevention assembly/device in accordance with the provisions set forth herein [and indicated in the City Standards and Specifications](#).

(c) Responsibilities. It shall be the responsibility of the consumer to purchase, install or cause to be installed, test and maintain any backflow prevention assembly/device required to herein. It shall be the responsibility of the City Public Works and Building Departments to administer and enforce the provisions of this Section to ensure compliance herewith.

(d) Compliance. All connections to the City water system and backflow prevention devices required herein shall conform to the provisions of this Section, the Plumbing Code, as amended and adopted by the City, the Utah Safe Drinking Water Act, and other relevant provisions of the *Utah Code Annotated*, as amended.

(e) Enforcement. Service of water to any building or location, in the discretion of the City, may be discontinued if a backflow prevention assembly required by this

Section is not installed, tested, and maintained, if a backflow prevention assembly has been removed or by-passed, or if an unprotected cross connection exists at the building or location. In addition, water service may be terminated to any building or location when the Public Works Director or Building Official determines that the service connection's water usage constitutes a sufficient hazard or risk to the water supply or to the City's water system. The City shall give reasonable notice to the customer and/or owner of the building or location of the termination of water service to a building or location, and where the consumer could not reasonably be so notified before termination, then notice shall be given promptly afterwards. Service will not be restored until such conditions or defects are corrected to the requirement of this Section and the satisfaction of the City.

(f) Record Keeping. Officers and employees of the Public Works Department and the Building Department shall report all installations of backflow prevention devices, assemblies and methods of cross connection correction installed by or communicated to them to the Public Works Director or his or her designee. The Public Works Director, or his or her designee, shall maintain or cause to be maintained an inventory of all said assemblies, as well as test and repair records on all such assemblies, and shall be responsible for notifying customers of annual testing requirements or other enforcement requirements.

(g) In addition to the provisions of this Ordinance, the City is hereby authorized to adopt Rules and Regulations and policies relating to the prevention of cross-connections.

**4-03-460. Maintenance and Control of Hydrants.**

Fire hydrants are the property of the City and are under the control of and shall be kept in repair by the Public Works Department.

**4-03-470. Tampering with Hydrants.**

Fire hydrants shall not be tampered with and no one shall use, adjust, alter or change any fire hydrant except the Public Works Department or persons duly authorized by the City. It is unlawful for any person, other than those duly authorized, to open or operate any City fire hydrant or to tamper or interfere with or attempt to draw water therefrom, or in any way to obstruct the approach thereto.

**4-03-480. Hydrant Use by City Departments.**

Duly authorized fire protection personnel shall at all times have free and unrestricted access to all fire hydrants. In the event of a fire within the City, a fireman, policeman, or employee of the Public Works Department may order that all valves, taps, and stopcocks connected to the plumbing systems of any property supplied with water service by the City be closed and remain closed until the fire is extinguished. Other City

Departments or agencies may use fire hydrants with the approval of the Public Works Department.

**4-03-490. Private Use of Fire Hydrant Water.**

The private use of City fire hydrants for obtaining water is discouraged and shall be used as a measure of last resort and all other means of obtaining water for construction purposes, dust control and other private uses must be explored and used whenever possible. Any private use of fire hydrants shall require a permit as provided herein.

**4-03-500. Fire Hydrant Water Use Permit.**

(a) Permit Required. Any person or entity desiring to obtain water from a City fire hydrant shall submit an application for a Fire Hydrant Water Use Permit on forms provided by the City to the Public Works Department. The application shall be signed by the applicant or applicant's authorized and certified agent, and shall state the purpose for which the water is to be used, the location of the intended fire hydrant to be used, and the desired term of the permit, not to exceed thirty (30) days. Applicants must agree to and abide by all conditions, charges and liabilities of the permit.

(b) Fees. Each application for a Fire Hydrant Water Use Permit shall be accompanied by the required permit fees as set forth in the City Fee Schedule. No permit shall be issued until the proper fees have been paid to the City. Unless otherwise provided, the permit and fees required herein shall be in addition to any and all other licenses, permits and fees imposed by any other ordinance, regulation or law.

(c) Issuance of Permit. The Water Superintendent shall review all applications for Fire Hydrant Water Use Permits and may issue or deny such applications based upon consideration of the effect of the proposed use, the location of the hydrant, the availability of water from the system, assurance that the use of the hydrant(s) will not adversely affect delivery of water to existing connections to the City water system, and compliance with all conditions and requirements of this Chapter. Permit terms may not exceed thirty (30) days. Permits shall be valid only for the applicant for whom it was issued and only for the location and use for which it was issued and shall not be assignable or transferable.

(d) Water Meter. Upon issuance of a Fire Hydrant Water Use Permit and payment of all required fees and deposits, the permit holder shall obtain a meter and other required equipment from the Public Works Department necessary to obtain and meter the water drawn from the hydrant in accordance with the permit. A deposit shall be required for the use of the meter and other equipment provided by the City in an amount set forth in the City Fee Schedule in order to insure return of the meter and equipment in good condition. The meter number and reading shall be noted on the permit at the time of issuance.

(e) Payment. Upon completion of the use of fire hydrant water or expiration of the permit, whichever is sooner, Applicant shall return the meter and other equipment provided by the City and pay the appropriate fee in accordance with the rates set forth in the City Fee Schedule for the amount of water used as indicated on the returned meter. In the City's discretion, the City may require an applicant to pre-pay for the good faith estimate of the amount of water to be used at the appropriate rate set forth in the City Fee Schedule. Upon completion of the use of fire hydrant water or expiration of the permit, actual water usage shall be determined and the Applicant shall pay to the City any deficiency in water fees owed. All fees, deposits and payments shall be submitted to the City [Treasurer's](#) Office for receipt and remittance.

(f) Inspection. The City reserves the right to supervise and/or inspect the use of any City fire hydrant in accordance with any permit issued hereunder. Applicant shall close the hydrant and disconnect the meter from the hydrant when not using the water, thereby leaving the hydrants free and clear for use by the fire department and City officials.

(g) Free Access. No private use of City fire hydrants as permitted herein, may interfere with the use of any fire hydrant by City officials, and the fire department shall at all times have free access to all fire hydrants.

(h) Records. The Public Works Department shall keep a record of all permits issued hereunder, including the name of the person to whom the permit was issued, the term of the permit and the fees and deposit collected.

(i) Rules and Regulations. The Public Works Department may establish and adopt, with the advice and consent of the City Council, rules and regulations governing the use of City fire hydrants and permits for the same.

(j) Indemnification. Applicant shall be responsible for returning the meter and equipment to the City in good condition when due. A late fee may be charged for any meter or equipment which is not returned to the City within twenty-four (24) hours from the expiration of the permit as provided in the City Fee Schedule. Applicant shall be responsible to reimburse the City for the cost to replace any meter or equipment not returned and shall be liable for any and all damage to the City fire hydrant(s) or equipment in connection with applicant's use of the hydrant. Applicant shall further indemnify and hold harmless the City, its officers, employees, agents and sureties, from liability of any kind or nature which may result from use of the hydrant, meter, equipment or water as permitted herein.

(k) Revocation. Any Fire Hydrant Water Use Permit issued hereunder may be revoked or suspended by the City upon applicant's failure to comply with the rules and regulations of the Public Works Department and the ordinances of the City governing the use of water from City fire hydrants. Prior to revocation of any permit, proper notice and an opportunity to be heard shall be provided to the permit holder.

(l) Appeals. Any person aggrieved of the denial or revocation of a Fire Hydrant Water Use Permit may appeal such decision to the City Council by filing written notice of appeal within fifteen (15) days from the date of the decision.

**4-03-510. Secondary Water Connection.**

(a) New Residential Buildings. All new residential building sites shall be served by pressure irrigation in accordance with the City Subdivision Ordinance. No new building permits will be issued until the applicant has made arrangements to connect to an irrigation water system. Each owner shall extend to the pressure irrigation system and provide a connection for the building site concurrent with construction of the residence.

(b) Existing Residential Buildings. All owners of existing residences having access to pressurized irrigation systems are encouraged to connect to such systems for all outside watering.

**4-03-520. Wellhead Protection.**

In order to protect ground water sources that supply water to the City potable water system, the City shall adopt a **Wellhead Protection Ordinance** set forth in the City Zoning Ordinance restricting land use and development within the vicinity of any well that supplies potable water to the City water system in order to protect such areas from urban development which may cause pollutants to be discharged into the ground water supply. All development within the City must comply with the provisions of the Wellhead Protection Ordinance.

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Comment [RW3]: Unsure if the city has an Ordinance as described here. I know that the city has a Drinking Water Source Protection Plan. Consider making reference to that instead.

**4-03-530. Penalty.**

Unless otherwise specifically provided, any person who violates any provision of this Chapter shall be guilty of a Class B misdemeanor and shall be subject to fines and/or imprisonment as provided in *Utah Code Ann.* §§ 76-2-3-301 and 76-3-204, as amended. In instances where the violation is a continuing violation, a separate offense shall be deemed committed for each day in which the violation occurs or continues. This Section shall not limit the authority of any court of competent jurisdiction to impose any other sanction or order any other relief as may be appropriate under the laws of the State of Utah.

**4-03-540. Board of Equalization.**

The City Council is hereby designated as the board of equalization of water rates to hear complaints and make corrections of any assessment alleged to be illegal, unequal or unjust. All complaints shall be filed in writing to the City Recorder and shall state the grounds for the complaint.

## CHAPTER 4

### IRRIGATION WATER AND NATURAL WATER COURSES

~~4-04-010.2~~ Prohibited Uses of Non-Potable or Irrigation Water

~~4-4-2~~ Distribution of Non-Potable Water

~~4-04-0230.2~~ Damming or Obstructing Water Course or Stream

~~4-04-0304.2~~ Permit Necessary for Culvert or Other Obstruction

~~4-04-010.2~~ **PROHIBITED USES OF NON-POTABLE OR IRRIGATION WATER.** It shall be unlawful for any person, firm or corporation to:

- (A) Use or cause to be used any untreated or non-potable water from a pressure irrigation system for other than irrigation purposes.
- (B) Interconnect or cause to be interconnected the potable and non-potable portions, distribution systems or service lines of dual water supplies or extensions thereof.
- (C) Install or cause to be installed in the same trench or trenches the distribution or service lines of potable and non-potable water.
- (D) Connect or cause to be connected a service line to any distribution system or main line carrying non-potable water without authority of Syracuse City or employee having jurisdiction of the non-potable water supply.
- (E) Extend or cause to be extended into any building a non-potable water supply system or service line.
- (F) Connect or cause to be connected to any fire hydrant, a non-potable water supply or service line.
- (G) Expose or cause to be exposed any portions of a non-potable water supply or extensions or service lines thereof without identifying the same by distinctive coloring (~~purple piping~~) or other suitable means sufficient to distinguish the same from potable water supply systems, extensions, or service lines.
- (H) Contaminate or cause to be contaminated any source of supply, distribution system, or service line furnishing or carrying non-potable water or potable water. ~~(1971)~~

~~4-4-020.3~~ **DAMAGING OR OBSTRUCTING WATER COURSE OR STREAM.** It shall be unlawful for any person to place, replace, or maintain any dam or other obstruction of any kind in the channel of any natural or artificial water course or living stream within the limits of the City of Syracuse so as in any way to interfere with or impede the flow of the irrigation supply stream.

**CHAPTER 5**

**PRESSURE IRRIGATION WATER SERVICE**

- 4-05-010. Schedule of Rates and Charges **CHANGE ALL TO CHAPTER 5**
- 4-05-020. Connection Fees
- 4-05-030. Due Date of Service Charges
- 4-05-040. Due Date of Connection Fee
- 4-05-050. Application for Water Service
- 4-05-060. Permits and Reports
- 4-05-070. Regulations
- 4-05-080. Fixtures and Fittings used in Water Connections
- ~~4-05-090.~~ **Outlets and Sprinklers**
- ~~4-05-100090.~~ Use Without Payment Prohibited
- ~~4-05-110100.~~ Discontinuance of Service if Payments Delinquent
- ~~4-05-120110.~~ Turning on Water Without Authorization
- ~~4-05-130120.~~ Taker Only to Use Water
- ~~4-05-140130.~~ Waste Prohibited

**4-05-010. SCHEDULE OF RATES AND CHARGES.** The City Council shall, by Resolution establish such rates for the provision of pressure irrigation services as appropriate and necessary.

Schedule A: A monthly rate for new ~~home~~-construction occupied during the months of November, December, January, February or March prior to the beginning of the first secondary water season after occupancy.

Schedule B: A monthly charge or payment for pressure irrigation water users with irrigatable area up to 1.0 acre.

|             | Schedule A | Schedule B |
|-------------|------------|------------|
| 1-inch line | \$ .00     | \$12.30    |
| ¾ inch line | \$ .00     | \$ 6.30    |

The pressure irrigation water service shall not be used to irrigate any area exceeding 1.0 acre or for any lot on which the principle building has not been constructed. (~~Ord. 02-15~~)

**Comment [RW4]:** Is this already indicated in the consolidated fee schedule? If so, we should eliminate duplication.

**4-05-020. CONNECTION FEES:** For every connection to the pressure irrigation water system the following fees shall be collected:

| Size of Connection | Connection Fee |
|--------------------|----------------|
| ¾"                 | \$300.00       |
| 1"                 | \$400.00       |

Any special connections shall have fees set by the City Council in each individual situation.

Any applicant for a pressure irrigation water connection to any lot or property abutting a street, alley, or other right-of-way containing a pressure irrigation line shall pay the full connection fee therefore. (~~Ord. 01-14~~)

**4-05-030. DUE DATE OF SERVICE CHARGES.** Payment of all rates and charges accruing ~~under Section 4-6-1~~ shall be made to the City at the same time as payments are due and payable for culinary water service furnished by the City, and shall accrue for all pressure irrigation water services available after September 30, 1984, regardless of whether irrigation water or irrigation water distribution lines are then available to the properties so charged. ~~(1984)~~

**4-05-040. DUE DATE OF CONNECTION FEE.** Payment for the water connections accruing ~~under Section 4-6-2~~ shall be made in full prior to the connection to the pressure irrigation lines; provided, however, that upon signing of a Time Payment Agreement, the City may allow installment payments of the connection fee over a one-year period from the date of application for service. ~~(1984)~~ ~~(See Resolution R89-13)~~

**4-05-050. APPLICATION FOR WATER SERVICE.** Any person desiring to secure pressure irrigation water when such service is available, shall apply to the City and file an agreement with the City which shall be in substantially the following form:

**WATER APPLICATION AND AGREEMENT**

Application is hereby made by the undersigned to Syracuse City for a pressure irrigation water connection for property owned by the undersigned and identified as

---

In making said Application the undersigned agrees:

1. That undersigned will pay a connection fee of \$\_\_\_\_\_ to the City upon approval of this Application, or in installments as determined by agreement with the City.
2. Undersigned will pay for all water and services afforded by the City at the lawfully established monthly rates as may from time to time be established by the City Council of Syracuse.
3. Undersigned will abide by and obey all lawful rules and regulations of the City which may be adopted from time to time.

4. Permission is hereby granted in consideration of accepting of this Application to the City and its agents, to enter the property of Applicant to install, maintain, and/or replace appurtenant works.

5. In the event undersigned becomes delinquent for more than 30 days in the payment of the monthly service charge, undersigned will pay the reasonable cost (whether suit is filed or not) of collecting the arrearages, including a reasonable attorney's fee, and also agrees that undersigned's pressure irrigation and culinary water service may both be discontinued until payment of such arrearages has been made.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

IN WITNESS WHEREOF, the undersigned has caused this Application and Agreement to be executed as of the day and year above written.

ACCEPTED:  
SYRACUSE CITY

By \_\_\_\_\_

When Applicant is not the actual owner but is merely buying served premises under Contract, or when the Applicant is a building contractor applying for new water service, claiming to be the owner of the property, the City may require a deposit in the amount of \$ \_\_\_\_\_ to guarantee payment of all such water service.

Comment [RW5]: Is this indicated in the fee schedule?

Applications for water service to premises occupied by a tenant shall be made by the owner of the premises, who shall be responsible for payment of all water service thereto. (1984)

4-05-060. **PERMITS AND REPORTS.** It shall be unlawful for any person to make any extension of any pipe or connect any fixture to the pressure irrigation distribution system for any purpose whatsoever without first obtaining permission from the Syracuse City Water Superintendent. All persons must, within 24 hours after the completion of any plumbing work connected with the water system, report the same to the Water Superintendent. (1984)

4-05-070. **REGULATIONS.** The City Council shall establish by Ordinance or Resolution such regulations controlling and governing the pressure irrigation water system of the City, the manner of making such connections, and other regulations as may be necessary for the operation of the water system. (1984)

4-05-080. **FIXTURES AND FITTINGS USED IN WATER CONNECTIONS.** It shall be unlawful for any person to use any kind or size of fitting, pipe, valves, or other equipment in connection with the pressure irrigation distribution system, except the kind prescribed by the City Public Works Department. (1984) All connections made to the cities stop valves are required to be installed with an owner valve in close proximity to the supply valve. The connection to the cities stop and waste valve is the termination point of the Cities responsibility for care and maintenance. Use of the Cities stop valve is strictly prohibited unless closing the valve is necessary to prevent flooding or property damage. The city recommends all users install a filter following the owner valve.

- 4-05-090. USE WITHOUT PAYMENT PROHIBITED.** It shall be unlawful for any person by himself, family, servants, or agents to utilize the City pressure irrigation water system without paying therefore as herein provided, or without authority to open any, valve, or other fixture attached to the system or water supply, or to in any way injure, deface, or impair any part or appurtenance of the system or to cast anything into any reservoir or tank belonging to said system. ~~(1984)~~
- 4-05-100. DISCONTINUANCE OF SERVICE IF PAYMENTS DELINQUENT.** The City shall mail a written statement to each user of the pressure water service once each month, or at such other regular intervals as the City Council shall direct. Said statement shall specify the amount of the bill for the pressure irrigation water service used and the place of payment and date due. If any person fails to pay the charges within 30 days of the due date, the City shall so notify the Water Department and shall have authority to direct said Department to shut off all water service, both pressure irrigation and culinary, to the premises involved. Before said service to the premises shall again be provided, all delinquent water charges must be paid to the City ~~Treasurer~~, together with such disconnection and re-connection charges as may be established by resolution of the City Council. The City is hereby authorized and empowered to enforce payment of all delinquent water service charges by an action at law in the corporate name of the City. ~~(1990)~~
- 4-05-110. TURNING ON WATER WITHOUT AUTHORIZATION.** It shall be unlawful for any person, after the water has been turned off from his premises on account of non-payment of rates or other violation of the rules and regulations pertaining to the water supply, to turn on or allow the water to be turned on or used or allow the water to be used. ~~(1984)~~
- 4-05-120. TAKER ONLY TO USE WATER.** It shall be unlawful for any water user to permit any person from other premises, or any unauthorized persons, to use or obtain water regularly from his premises or water fixtures. ~~(1984)~~
- 4-05-130. WASTE PROHIBITED.** It shall be unlawful for any pressure irrigation water user to waste water, or to allow it to be wasted, by imperfect stops, taps, valves, leaky joints or pipes, or to allow tanks or watering troughs to leak or overflow, or to wastefully run water from hydrants, faucets, or valves, or other apparatus, or to use water in violation of the rules and regulations for controlling the water supply. ~~(1984)~~

**CHAPTER 6**  
**CEMETERY REGULATIONS**

|                |                                                                                                                                                                                                                                                                                                                                   |                                                      |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| <u>4-06-01</u> | <u>Definitions</u>                                                                                                                                                                                                                                                                                                                | <b>Formatted:</b> Font: (Default) Arial, 10 pt, Bold |
| <u>4-06-02</u> | <u>Cemetery Name</u>                                                                                                                                                                                                                                                                                                              | <b>Formatted:</b> Font: (Default) Arial, 10 pt, Bold |
| <u>4-06-03</u> | <u>Office of Sexton</u>                                                                                                                                                                                                                                                                                                           | <b>Formatted:</b> Font: (Default) Arial, 10 pt, Bold |
| <u>4-06-04</u> | <u>Duties of Cemetery Sexton</u>                                                                                                                                                                                                                                                                                                  | <b>Formatted:</b> Font: (Default) Arial, 10 pt, Bold |
| <u>4-06-05</u> | <u>Sale of Burial Rights</u>                                                                                                                                                                                                                                                                                                      | <b>Formatted:</b> Font: (Default) Arial, 10 pt, Bold |
| <u>4-06-06</u> | <u>Transfer of Burial Rights</u>                                                                                                                                                                                                                                                                                                  | <b>Formatted:</b> Font: (Default) Arial, 10 pt, Bold |
| <u>4-06-07</u> | <u>Interments</u>                                                                                                                                                                                                                                                                                                                 | <b>Formatted:</b> Font: (Default) Arial, 10 pt, Bold |
| <u>4-06-08</u> | <u>Disinterment</u>                                                                                                                                                                                                                                                                                                               | <b>Formatted:</b> Font: (Default) Arial, 10 pt, Bold |
| <u>4-06-09</u> | <u>Abandonment</u>                                                                                                                                                                                                                                                                                                                | <b>Formatted:</b> Font: (Default) Arial, 10 pt, Bold |
| <u>4-06-10</u> | <u>Conduct</u>                                                                                                                                                                                                                                                                                                                    | <b>Formatted:</b> Font: (Default) Arial, 10 pt, Bold |
| <u>4-06-11</u> | <u>Cemetery Hours</u>                                                                                                                                                                                                                                                                                                             | <b>Formatted:</b> Font: (Default) Arial, 10 pt, Bold |
| <u>4-06-12</u> | <u>Monuments and Markers</u>                                                                                                                                                                                                                                                                                                      | <b>Formatted:</b> Font: (Default) Arial, 10 pt, Bold |
| <u>4-06-13</u> | <u>Decorations of Graves</u>                                                                                                                                                                                                                                                                                                      | <b>Formatted:</b> Font: (Default) Arial, 10 pt, Bold |
| <u>4-06-14</u> | <u>Perpetual Care</u>                                                                                                                                                                                                                                                                                                             | <b>Formatted:</b> Font: (Default) Arial, 10 pt, Bold |
| <u>4-06-15</u> | <u>Penalty</u>                                                                                                                                                                                                                                                                                                                    | <b>Formatted:</b> Font: (Default) Arial, 10 pt, Bold |
| <u>4-06-01</u> | <u>Definitions</u>                                                                                                                                                                                                                                                                                                                | <b>Formatted:</b> Font: (Default) Arial, 10 pt, Bold |
|                | <u>CEMETERY: The term "Cemetery" shall mean any Cemetery owned and/or maintained by the City for the purpose of receiving the remains of deceased humans.</u>                                                                                                                                                                     | <b>Formatted:</b> Font: (Default) Arial, 10 pt, Bold |
|                | <u>Cemetery Office: The term "Cemetery Office" shall mean the Public Works Office maintained at, 3061 South 2400 West, Syracuse, Utah 84075.</u>                                                                                                                                                                                  | <b>Formatted:</b> Font: (Default) Arial, 10 pt       |
|                | <u>Certificate: The term "Certificate" referred to herein shall mean Burial Right Certificate.</u>                                                                                                                                                                                                                                | <b>Formatted:</b> Font: (Default) Arial, 10 pt       |
|                | <u>City: The term "City" shall mean Syracuse City, Utah.</u>                                                                                                                                                                                                                                                                      | <b>Formatted:</b> Font: (Default) Arial, 10 pt       |
|                | <u>Certificate Holder: The term "Certificate Holder" is intended to mean and shall be construed to mean owner of purchaser of burial rights and privileges, or the collateral right of use of any burial plot, evidenced by a Burial Right Certificate or by proved and recognized descent or devise from the original owner.</u> | <b>Formatted:</b> Font: (Default) Arial, 10 pt       |
|                | <u>LOT: The term "lot" shall include partial lots or single graves in the City Cemetery.</u>                                                                                                                                                                                                                                      | <b>Formatted:</b> Font: (Default) Arial, 10 pt       |
|                | <u>Marker: The term "Marker" means a headstone flush with the surface of the ground made of granite, marble, and metal surfaces.</u>                                                                                                                                                                                              | <b>Formatted:</b> Font: (Default) Arial, 10 pt       |
|                | <u>Monument: The term "Monument" shall include tombstone or headstone of granite, marble, or metal substances which shall extend above the surface of the ground at least twelve inches (12") in height or higher, but not exceeding four feet (4').</u>                                                                          | <b>Formatted:</b> Font: (Default) Arial, 10 pt       |
|                | <u>Mow Strip: The term "Mow Strip" shall refer to the six (6) inch concrete strip around the monument or marker.</u>                                                                                                                                                                                                              | <b>Formatted:</b> Font: (Default) Arial, 10 pt       |
|                | <u>PERSON: The term "person" shall mean individual, group, partnership, firm, corporation, or association.</u>                                                                                                                                                                                                                    | <b>Formatted:</b> Font: (Default) Arial, 10 pt       |

Responsible Party: The term "Responsible Party" shall refer to any person selected by the family of the deceased to act in its behalf and can include the heir apparent, religious leader, mortician, funeral director, or any other person the family selects in choosing graves, making available information on the deceased party, and taking full liability for the family obligations concerning the services performed on the Cemetery's property.

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RESIDENTS: Any person currently residing within the incorporated limits of Syracuse City, or any person owning property within the incorporated limits of Syracuse City, or any person who resided within the incorporated limits of Syracuse City immediately prior to being placed in a health care institution.

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SEXTON: The term "sexton" shall be the Parks Superintendent and whose duties are described within this Chapter.

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WORDS: Single words shall include the plural and masculine words shall include the feminine and neuter.

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4-06-02 **CEMETERY NAME.** The burial ground of Syracuse City shall be known and designated by the name of Syracuse City Cemetery.

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4-06-03 **OFFICE OF SEXTON.** There is hereby created the office of City Sexton which office shall be filled by appointment of the Mayor, with the advice and consent of the City council.

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4-06-04 **DUTIES OF CEMETERY SEXTON.**

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(1) It shall be the duty of the Cemetery Sexton, or his/her representative, to supervise, manage, operate, maintain and improve the Cemetery in accordance with the provisions of the City ordinances and the rules and regulations adopted by the City Council.

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(2) It shall be the Cemetery Sextons duty to keep a true and correct record of all burial plots.

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(3) The Cemetery Sexton, or his/her representative shall direct all interments, disinterment, and marking for monuments or markers in the Cemetery.

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(4) The Cemetery Sexton shall direct all funeral corteges while in the boundary of the Cemetery as deemed necessary.

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(5) The Cemetery Sexton shall approve all claims chargeable against the Cemetery. The Cemetery Sexton shall provide such information to the City Manager or City Council as may require.

(6) The Cemetery Sexton shall employ such help as required to carry out the duties prescribed by the City ordinances and the rules and regulations adopted by the City Council.

(7) The Cemetery Sexton shall have the authority to announce additional regulations when necessary, with the approval of City Council.

(8) Any person or firm desiring to perform work within the cemetery must first secure the approval and written permission of the Sexton. All settings of vases, markers and monuments and all plantings of trees, shrubs and flowers must be approved by the Sexton be for the work is commenced and all work shall be performed under the direction of the Cemetery Sexton or his/her representative.

(9) It shall be the duty of the Cemetery Sexton to remove floral pieces or displays left on any grave when he/she deems necessary.

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4-06-05 **SALE OF BURIAL RIGHTS**

- (1) The Cemetery Sexton or his/her representative shall be the registrar of burials for the City, and before burying any dead in any city-owned Cemetery within the city limits, the relatives or other persons having charge of said body shall be required to furnish to the Sexton or representative, a statement of which shall include the name of the person deceased, when and where born, if known, the date of death and cause thereof. Also, the initial letter with information of the plat, as well as the number of block, lot and position where person is to be buried.
- (2) No person who shall purchase the use of any grave site or lot for burial purposes within the city cemetery shall sell such position or lot to any buyer except the city.
- (3) The city hereby agrees to buy back the any lot which it may hereafter sell. The price in which the city buys back a lot shall be the exact price the owner paid. In no event shall the city pay more nor less that what the lot was originally purchased for.
- (4) The sale of every lot is a right to burial. The lot or grave site owner does not own the ground in which the person is said to buried in. The use of every lot or single grave site sold is subject to the rules and regulations that may be hereafter adopted and to such changes of the present rules as are found necessary for the protection of lot owners and the remains of the dead, and any such sale shall cover the use of such lot or grave site for burial purposes only. In the event of an emergency the sexton has the sole right to move lot or grave site owners to other unoccupied lots without reimbursement from the city.

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4-06-06 **TRANSFER OF BURIAL RIGHTS**

- (1) Where ownership to a purchased lot is to be transferred, the original deed shall be cancelled and the record so corrected. A transfer fee, as set by the resolution of the City Council shall be paid to the City Sexton for such service.
- (2) Whenever ownership to purchased lots reverts to the City, the original deeds shall be filed with the City Sexton, and before new deeds are issued covering said property, the original deed shall be cancelled or quit claim deed given and the record so changed.

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4-06-07 **INTERMENTS**

- (1) There shall be no interment of anything other than the remains of human bodies in City Cemetery and no interment of any deceased human shall be made in any other place than within cemeteries devoted to that purpose.
- (2) No person, except the certificate holder of a lot upon which interment is to be made, shall use the plot or lot in the Cemetery, without first obtaining written permission from the certificate holder of said lot, or nearest relative of the certificate holder thereof.
- (3) Funeral directors must schedule the use of the cemetery, have the interment work order signed, and have fees paid in full before arrangements with the family are concluded.
- (4) The human remains must arrive to the cemetery before 3:00 p.m. (November 1 to April 30) and at or before 4:00 p.m. (May 1 to October 31) for interment if the grave is to be filled in with earth the same day.
- (5) There shall be no interments on Sundays or the legal holidays of New Years Day, Memorial Day, Independence Day, Pioneer Day, Thanksgiving Day, and Christmas Day.
- (6) No person shall be buried in the City Cemetery unless the casket shall be placed in a reinforced concrete, steel or other vault approved by the City Sexton.
- (7) Saturday services will be charged an additional fee as set for by the City Council in addition to the standard interment fee.

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(8) It shall be unlawful to bury the body of any person within the limits of the city, except in public or private cemeteries located therein, unless special permission by the City Council.

4-06-08      **DISINTERMENT**

- (1) No person shall disinter any human remains in the cemetery, except under the direction of the Sexton. All disinterments shall comply with applicable State law.
- (2) Before disinterring any remains of any person who has been buried in the Cemetery, the relatives or other person having charge of said remains shall be required to furnish in writing the Cemetery Sexton or his/her representative a request for disinterment which shall include name of deceased, when and where they were born, when and where death occurred, initial letter of the plat, as well as the number of block or lot where said person is buried, together with the name of the mortuary and those persons responsible for the said disinterment.
- (3) The City assumes no responsibility whatsoever for the condition of any casket or vault involved in any removal.

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4-06-09      **ABANDONMENT**

(1) The City may reclaim any unused burial site which has been unused for burial purposes for more than sixty (60) years, and during the sixty (60) year period the owner has not given the municipality written notice of any claim or interest in the lot or parcels.

(+)(2) Before a lot or any portion thereof shall be deemed to have been abandoned, the City Council shall set a time and place for hearing to determine the question of abandonment and shall:

- (a) Cause a notice of the time and place of the hearing to be posted in a conspicuous place on the lot or portion thereof affected by said hearing at least 20 days prior to the date of the hearing.
- (b) Cause a notice of said hearing to be published in at least one issue of a newspaper having general circulation in the City, said publication being not more than 30 days or less than 10 days prior to the date of said hearing.
- (c) Cause a notice to be sent by certified mail to the last known address of each of the owners or users of said lot or portion thereof as shown by the City's records at least 20 days prior to said hearing.

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At such hearing the City Sexton and others having information concerning the use made of the lot or portions of lots by said owner or owners shall attend and present evidence as to such use or uses, and the recorded owner or owners of said lot and/or their heirs and descendants and all other persons appearing on their behalf may offer such evidence of use as may bear upon the question of abandonment. All proceedings shall be informal, and the City Council shall determine whether or not the lot or lots, or portions thereof, have been abandoned and shall cause a notice of its decision to be sent to those persons requesting the same and who appeared at such hearing.

4-06-10      **CONDUCT**

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- (1) No loud, boisterous or turbulent noise of any kind which is deemed undesirable or interferes with the decorum of the cemetery will be permitted within the boundaries of the Cemetery.
- (2) No alcohol beverage of any kind shall be permitted within the boundaries of the Cemetery.
- (3) No person shall injure, deface, take, or carry away from any grave or lot any monument, marker, tree, shrub, flower, ground or ornament in the City Cemetery except with permission from the Sexton.
- (4) It shall be unlawful for any person to erect or plant additions to the cemetery including but not limited to a fence, post, tree, shrub, monument or marker without permission of the Sexton.
- (5) Placing of signs or notices of advertisements of any kind within the City Cemetery will not be permitted.
- (6) Bringing firearms into the Cemetery except by military escort accompanying a Veteran's funeral or attending a memorial service will not be permitted within the boundaries of the Cemetery.
- (7) No loitering or loafing on the grounds or around buildings will be permitted within the boundaries of the Cemetery.
- (8) It shall be unlawful for any person to drive at a speed greater than fifteen (15) miles per hour in the cemetery.
- (9) It shall be unlawful for any person to drive any vehicle over or across the lawn area or lot within the confines of the cemetery.
- (10) No animals shall be allowed in any cemetery except in the confines of a vehicle and must at all times be retained within the confines of said vehicle while the vehicle remains in the cemetery.

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4-06-11 **CEMETERY HOURS.** It shall be unlawful for any person to visit the Cemetery between the hours of one-half hour after sunset or one-half hour before sunrise without previous consent of the Cemetery Sexton.

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4-06-12 **MONUMENTS AND MARKERS**

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- (1) It shall be unlawful for any person to erect or place any marker or monument on any lot in said Cemetery without approval of the Cemetery Sexton.
- (2) The installation of all grave markers or monuments will be under the supervision of the Cemetery Sexton or designee. A notice to the Cemetery office by the Monument Company or responsible party must be made at least forty-eight (48) hours prior to the installation.
- (3) All monuments and markers must comply with the following:
  - (a) A Monument can not exceed thirty six (36) inches in height.
  - (b) The combined width of the concrete strip and marker or monument shall not exceed thirty-two (32) inches of the burial plot (s) owned by the monument owner.
  - (c) Foundation of any monument or marker placed in the cemetery must have a concrete foundation six (6) inches or deeper.
  - (d) Monument or marker must be securely set with a concrete mow strip not less than six (6) inches wide around all sides of the marker.
- (4) There shall be no other monuments, markers or structure placed upon any lot, except as provided in this chapter and with permission of the Sexton.

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

**4-06-13 DECORATIONS OF GRAVES**

- (1) Fresh cut flowers and artificial flowers are permitted at any time if placed in a permanent vase located on the monument, and may be removed and discarded without notice when they become unsightly at the discretion of the sexton.
- (2) All decorations including but not limited to balloons, craft items, figurines, pinwheels, potted live plants, shepherds hooks, and solar lights are not permitted during the mowing season which is April 1 to November 1, and may be removed and discarded without notice at the discretion of the sexton.
- (3) Funeral flowers, floral pieces and decorations may be removed and discarded without notice when they become unsightly at the discretion of the Sexton.
- (4) During the mowing season any item (s) placed on the mow strip or on the lawn may be removed and discarded without notice.
- (5) A general cleanup (all flowers and grave decorations may be removed and discarded) may be done annually on:
  - (a) The first Monday in April.
  - (b) The Monday following Memorial Day
  - (c) The first Monday in November.
- (6) The City claims no responsibility or liability, nor will accept any claims against it, for loss or destruction of personal property left in the Cemetery.

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**4-06-14 PERPETUAL CARE**

- (1) The City reserves the right to enter upon any grave and to perform all work necessary for the care and upkeep of all lots and graves in said Cemetery.
- (2) General care shall be deemed to include general ground maintenance, and shall include, but not limited to, mowing, trimming, removing dead flowers, trimming trees and shrubbery when necessary, but shall not include repairing or replacing monuments of any nature, except when the need for repair or replacement is directly caused by the city.

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**4-06-15 PENALTY.** Violation of this shall constitute a class B misdemeanor.

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**CHAPTER 7**  
**CITY PARKS AND TRAILS**

- 4-07-010: **Parks and Trails Defined**
- 4-07-020: **Authority to Establish**
- 4-07-030: **Care of Parks and Parks Facilities**
- 4-07-040: **Alcoholic Beverages, Drugs or Gambling**
- 4-07-050: **Open fires**
- 4-07-060: **Nuisances**
- 4-07-070: **Motor Vehicles and Speed Limit**
- 4-07-080: **Signs and Advertising**
- 4-07-090: **Animals**
- 4-07-100: **Golf and Archery**
- 4-07-110: **Athletic Games**
- 4-07-120: **Personal Profit or Financial Gain**
- 4-07-130: **Hours of Closure**
- 4-07-140: **Park Availability**
- 4-07-150: **Entertainment and Similar Activities**
- 4-07-160: **Concessions**
- 4-07-170: **Park Reservations and Fees**
- 4-07-180: **Camping or Sleeping Overnight**
- 4-07-190: **Skatepark**
- 4-07-200: **Aquaculture Facilities**
- 4-07-210: **Trails**
- 4-07-230: **Equestrian Park**

- 4-07-010: A. **PARKS AND TRAILS DEFINED:** For purposes of this chapter, a "park" or "trail" shall be defined as real property owned, leased or controlled by the city and operated and maintained by the city, and set apart for the use of the general public, as developed ground primarily utilized for active and passive recreational uses and which is usually, or may be, planted with trees, lawns and other landscaping, and which may include within its boundary facilities for sports, entertainment, dancing, recreation, swimming or is planned for such future use.
- B. **MULTI-USE OPEN SPACE DEFINED:** For purposes of this Chapter "multi-use open space" shall be defined as real property owned, leased or controlled by the City and operated and maintained for a primary purpose which is utility or health and safety related, but which also provides incidental recreational use. A multi-use open space is not a park or a trail.
- 4-07-020: **AUTHORITY TO ESTABLISH:** The City Council may establish such reasonable rules and regulations as may be necessary for the use, control, management and protection of the public parks and trails and for multi-use open space.
- 4-07-030: **CARE OF PARKS, TRAILS AND MULTI-USE OPEN SPACE:**
- A. In any park, trail or multi-use open space owned or operated by the city, it shall be unlawful to cut, break, move, take or otherwise injure, destroy or deface any trees, shrubs, plants, turf, rock or any building, fence, bridge, sign or other structure, or pollute any spring or stream.

- B No person shall dump any earth, rubbish or other substance or material in or upon any park, trail or multi-use open space without written permission from the City.
- C No person shall throw or deposit litter in any park, trail or multi-use open space within the City except in public receptacles and in such a manner that the litter will be prevented from being carried or deposited by the elements upon any part of the property or upon any street or other public place. Where public receptacles are not provided, all such litter shall be carried away from the property by the persons responsible for its presence and property disposed of elsewhere.
- D. All persons and groups reserving facilities under this Chapter shall leave the property clean and in good repair. Persons violating this section may be barred from further reservation of the facilities, at the discretion of the city council.
- E. It shall be unlawful to scratch, cut, injure or deface any of the buildings, fences, structures or other property or pollute any of the fountains, ponds or any other improvements; or to cut or injure flowers or flowerbeds within a park; to walk upon turf or seeded areas where posted; or for the owner of any dog to allow the same to run at large within the parks, trails or multi-use open space.

**4-07-040: ALCOHOLIC BEVERAGES, DRUGS OR GAMBLING:** The sale, consumption or possession of intoxicating liquors or beverages and dangerous or narcotic drugs, or gambling of any kind, is prohibited in all parks, and on all trails, and on multi-use open space properties of the City.

**4-07-050: OPEN FIRES:** No person shall make or kindle any open fire except in designated fireplaces, fire pits, and grills provided for this purpose or in private portable commercially manufactured grills. Grills provided for public use shall be on a first come, first served basis. After use, all coals shall be drowned, cooled and removed from the property.

**4-07-060: NUISANCES:** It shall be unlawful for any person to use threatening, abusive, insulting or indecent language; to commit any obscene or indecent act; to fight; or to create a public disturbance or nuisance in any park, trail or multi-use open space. Any person who loiters in a park, trail or multi-use open space under the influence of alcohol or drugs or who otherwise disturbs the peace of park users by begging, soliciting, making undue noise or engaging in disruptive activities shall be deemed to create a nuisance.

It is unlawful for any person or persons to create any nuisance or commit any offense that is in violation of state law or city ordinance or fail to obey the lawful directives and/or orders from any law enforcement officer or their designated city official.

**4-07-070: MOTOR VEHICLES AND SPEED LIMIT:** No person shall ride in or drive any motor vehicle upon any park, trail or multi-use open space except upon roads, parking areas or other hard-surfaced areas designated for motor vehicle operation. This shall not apply, however, to motorized equipment used within the property by officers or employees of the city, the Department of Wildlife Resources, or other county or state agency in the performance of their official duties. It is prohibited for any person to commit any act, by use or operation of any motor vehicle on any park, trail or multi-use open space, which if committed upon a public highway or street in the state, would be prohibited and unlawful.

A Speed Limit: Speed limits within all parks, trails or multi-use open space shall be fifteen (15) miles per hour unless otherwise posted.

- B Manner of Operation: No motor vehicles shall be operated in a careless or reckless manner to such an extent that it will endanger the peace, health and safety of any other person or animal within the property.
- C Parking: There shall be no parking at any time except in areas designated for such purposes. Abandoned vehicles shall be towed at owner's expense. No one shall test or repair any vehicle or mechanical device in any park, trail or multi-use open space.

**4-07-080: SIGNS AND ADVERTISING:**

- (A) Regulatory Signs: Where signs have been posted under the direction of city officials on any city owned or city leased property regulating walking, entertainment, sports, use of vehicles, parking, instructions as to animals, fishing, swimming or containing other regulatory information, it is unlawful for any person to violate the provisions of such regulatory signs.
- (B) Other Signs and Advertising: No person shall, without written permission of the parks' superintendent, erect, paint, paste or otherwise affix or distribute any signs, advertisements or circulars on parks, trails or multi-use open space. The sale of anything or the solicitation of funds or donations is forbidden, except upon written permission from the City.

**4-07-090: ANIMALS:** Except in the City's Equestrian Park, Horses, cattle, and livestock of any kind are prohibited in any park. Domestic animals, i.e., dogs, cats, on a leash no more than six feet (6') in length and under the control of a person may be brought into parks, trails and multi-use open spaces. It is unlawful for any person to hitch or fasten any animal to any tree, shrub, fountain, monument, lamppost or any other ornament growing or situated in any public street, public park or place within the corporate limits of the City. It is unlawful for any person to allow any animal under his control to stand near enough to any such trees or shrubs to bite, rub against or otherwise injure the same.

No Person shall annoy, interfere with, injure, release from confinement, or abandon any fowl, or animal, wild or domestic, in a city park or on a trail, or in multi-use open space.

No person shall set a trap or snare, or shoot, injure, or poison any wild animal or bird, or injure or destroy any nest except as authorized by an animal regulatory officer.

**4-07-100: GOLF AND ARCHERY:** Practicing, playing or using public park areas, trails or multi-use open spaces for golf and archery is prohibited.

**4-07-110: ATHLETIC GAMES:** Permits are required for using city property for organized athletic events. Permits will be issued by the City and shall not interfere with City sponsored athletics or other events. A valid permit shall be displayed upon request in order to avoid conflicts in the use of facilities. Persons failing to honor a valid permit may be denied future permits to use the facilities.

**4-07-120: PERSONAL PROFIT OR FINANCIAL GAIN:** Reservations for park areas or multi-use open spaces or facilities shall not be granted for personal profit or financial gain without written permission from the City.

**4-07-130: HOURS OF CLOSURE:**

- A. It shall be unlawful for any person, minor or adult, to be on any city park or multi-use open space, parking lot or sidewalk within property boundaries during the hours of twelve o'clock (12:00) midnight and five o'clock (5:00) a.m. except as otherwise posted. The city shall reserve the right to lock any gate or chain any door offering access to any property or building in order to restrict nighttime usage thereof.
- B. This Section does not apply to the following:
  - (1) An individual or group involved in a city-sponsored activity where a city employee or an agent of the city is present.
  - (2) In any areas that may be designated for overnight camping, provided those camping possess a permit therefore.
  - (3) By written permit; provided, that the possessor of the permit strictly complies with the requirements therein.
- C. The City Manager or his designee may temporarily close or curtail activities upon any lands or waters, or any portions thereof, when it has been deemed to be in the best interest of public safety, conduct, health or order.

**4-07-140: PARK AVAILABILITY:** Park facilities and multi-use open spaces may be reserved for use any day between April 15 and October 15. The city reserves the right to withhold reservations for any given day during the period of availability for any City sponsored event or if the city determines there is necessary maintenance, cleanup, repair, or other work of an extraordinary nature that needs to be performed on any property or facility.

**4-07-150: ENTERTAINMENT AND SIMILAR ACTIVITIES:** No entertainment, demonstration, exhibition, meeting, concert or tournament, whether public or private, shall be given in any park, trail or multi-use open space without having obtained the written permission from the City.

**4-07-160: CONCESSIONS:** No person may sell food, drinks, or other items in the park, trail or multi-use open space except as may be permitted by special contract approved by the City.

**4-07-170: PROPERTY RESERVATIONS AND FEES.** In general, park, trail and multi-use open space usage is available on "first come, first served" basis. Planned events in which a reservation has been obtained shall have priority over events or uses that have not obtained a reservation.

- (A) Reservations: Application for reservation of amenities may be made at the city office.
- (B) Fees: A fee set by resolution shall be charged and collected at the time of reservation.
- (C) Keys: Keys to reserved facilities may be picked up at the city offices on the last working day prior to the date of the reservation and returned on the first working day thereafter. A deposit shall be required and shall be forfeited if the key is lost or damaged. No such key shall be duplicated except by authorized city personnel.

**4-07-180: CAMPING OR SLEEPING OVERNIGHT:** Camping or sleeping overnight in city parks, trails or multi-use open space is prohibited without first obtaining a permit from the City.

**4-07-190: SKATEPARK:**

- (A) In any skatepark facility owned or operated by the city of Syracuse, the use of bicycles of any type, scooters, similar devices, and motorized vehicles are prohibited.
- (B) Persons riding a skateboard, or using roller skates, or in-line skates in a skatepark facility owned or operated by the city shall, without city supervision, skate at their own risk. The use of safety equipment including helmets, kneepads, elbow pads, and wrist guards is strongly recommended.
- (C) Any person riding a skateboard, roller skates, or in-line skates in the facility shall exercise extreme caution, respecting the use of the facility by other skaters, and complying with all other city ordinances pertaining to public peace, morals, and welfare.
- (D) It is unlawful for any obstacles, including ramps, rails, or similar equipment or material not constructed as part of the skatepark to be on the premises including, but not limited to, parking lots, sidewalks, grass areas, spectator areas, or other City property.
- (E) It is unlawful for any user or spectator to not report any damage or hazardous condition to the City.
- (F) It is unlawful for any person to organize events at the skatepark facility without prior written approval from the director of parks and recreation or his designee. The city reserves the right to organize, promote, sponsor, and rent the facility for special events and may preempt other scheduled events at its own discretion if necessary.
- (G) It is unlawful for any person to skate in the skatepark before dawn and after dusk on any day. The facility shall be open to the public dawn to dusk unless otherwise posted. The operating schedule of the facility may be curtailed at the discretion of the city for inclement weather, special events, unforeseeable circumstances, or for repairs to the skatepark.
- (H) Any person who fails or refuses to comply with the provisions of this section and who is injured while using the skatepark facility shall be deemed negligent.
- (I) Any person failing to comply with the above stated rules and regulations is guilty of an infraction and subject to citation.

**4-07-200: AQUACULTURE FACILITIES:**

- A Fishing: The use of any park with aquaculture facilities for the purpose of fishing must be in compliance with Title 23 of Utah Code Annotated (wildlife resources code of Utah), the rules and proclamations promulgated thereunder, orders issued pursuant thereto, and the provisions of this section.

(1) Ice Skating and/or ice fishing shall not be allowed on any lake, pond, reservoir or stream within an aquaculture facility.

B Swimming: Except by special permit issued by the City Council, no person shall swim, bathe or wade in the waters of any fountain, pond, lake or stream not set aside for the purpose of swimming, bathing or wading or pollute the waters of any fountain, pond, lake, reservoir, or stream in any public park or playground. Domesticated animals are prohibited from swimming in any city park aquatic facility.

This section shall not apply to rescue efforts or the care and maintenance of aquaculture facilities.

C Floatation Devices: Motorized Boats or Floatation Devices: No person shall ride in or drive any motorized boat upon any lake, pond or stream within said aquaculture facilities. This shall not apply, however, to motorized boats used within the park by officers or employees of the City or of the Department of Wildlife Resources in the performance of their official duties in the care and clean-up of the facilities. Self propelled boats, which are limited to small row boats (12 feet or less), float tubes, kick boats (pontoon boats), kayaks, paddle boats, and canoes will be allowed within said aquaculture facilities. In accordance with Utah Law, all boats are required to have at least one Type 1, 2, 3, or 5 U.S. Coast Guard approved personal floatation device (life jacket) of proper size, in serviceable condition, and each person aboard any boat shall wear a personal floatation device at all times. All personal floatation devices must be used in accordance with the age, weight, activity, and use restrictions listed on the U.S. Coast Guard approval label.

D Model Boating: No person shall engage in model boating in, on or upon the waters of any aquaculture facility in the city of Syracuse.

E Aquatic Animals: No person is to put in or around any lake, pond or stream any type of non-native or domesticated fish, frog, or any other kind of amphibian or aquatic animal including, but not limited to, goldfish, frogs, lizards, snakes, etc. (~~Ord. 06-05~~) (~~Ord. 06-21~~)

**4-07-210: TRAILS:** Trails may be established along specified corridors within the city from time to time by the city council designating areas as such trails. After initial establishment of any trail, the city council shall thereafter have the right to terminate such areas as trails upon majority of vote of the City Council.

Designated trails located within the city shall be maintained by the city. Such maintenance shall include mowing, watering and providing general maintenance to vegetation and facilities located within the designated trail areas pursuant to a maintenance plan and schedule determined by the city.

Trails established for pedestrian and non-motorized vehicle usage shall generally be subject to all parks regulations. To ensure the safety and enjoyment of citizen usage, protection of wildlife, and of the natural resources, the following restrictions shall apply to all trails within the City.

A. No horses or other equestrian animals shall be allowed on any pedestrian trail. All dogs, cats or other pets shall be on leash no longer than six (6) feet long.

- B. No motorized vehicles shall be allowed except for medical and regulatory agencies, i.e., police, animal control, maintenance and construction vehicles approved by the City.
- C. No Consumption of alcoholic beverages and/or drug usage, possession, or sale shall be allowed on any trail. It is forbidden to operate a bicycle under the influence of drugs or alcohol on any trail.
- D. No discharging, transporting, or possession of weapons shall be allowed on any trail except by regulatory agencies.
- E. Cyclists riding two abreast shall not impede the normal movement of trail pedestrians and shall be subject to riding within a single lane. Cyclists shall maintain a safe speed along trails and shall be able to stop bicycles within 25 feet from a speed of 10 miles per hour on dry, level, clean pavement. Persons riding bicycles, skateboards, and roller blades shall yield to pedestrians.
- F. No marking, disfiguring, or tampering with the trail surface or its surrounding area shall be permitted without consent from the City.
- G. All trail users shall obey Trail signs posted. No individual shall post signs upon any trail.
- H. No trail user shall, under any circumstance, be permitted to impede or obstruct a trail right-of-way.

**4-07-220:**

**EQUESTRIAN PARK:** The City's Equestrian Park shall be used mainly for activities involving horses and other domesticated animals. The City shall govern the use of the Equestrian Park and may prohibit specific activity uses. In addition to regulations for all parks generally, the following regulations shall be enforced at the Equestrian Park:

- A. The park may be used on a "first come, first served" basis unless prior reservations have been approved by an individual or group at the City Office.
- B. Users of the Equestrian park shall assume full liability for injury or damages of any nature that may occur to animals, people or property while using the Equestrian Park and shall hold the City harmless from any and all incidents, injuries, damages or occurrences that may arise out of the use of the rodeo grounds, the conduct of users agents, employees or members of users organizations, the presence, movement or operation of users vehicles and/or trailers, and the animals present at the rodeo arena.
- C. Users of the park shall not keep, maintain, or leave any personal property at the Park without the written consent of the City, and without paying additional fees as established by the City Council.
- D. No animals shall be allowed to run free outside of the Equestrian Park boundaries.
- E. As with all other parks, possession, sale, or consumption of alcoholic beverages and dangerous or narcotic drugs, or gambling of any kind, is prohibited at the Equestrian Park.

F Use of the Park for Demolition Derbies is prohibited.

## CHAPTER 8

### ILLICIT DISCHARGE AND EROSION CONTROL

#### Administration and enforcement

|           |                                              |
|-----------|----------------------------------------------|
| 4-08-010: | <b>Purpose</b>                               |
| 4-08-020: | <b>Definitions</b>                           |
| 4-08-030: | <b>Applicability</b>                         |
| 4-08-040: | <b>Administration</b>                        |
| 4-08-050: | <b>Severability</b>                          |
| 4-08-060: | <b>Ultimate Responsibility</b>               |
| 4-08-070: | <b>Prohibitions</b>                          |
| 4-08-080: | <b>Illicit Discharges</b>                    |
| 4-08-090: | <b>Erosion Control on Construction Sites</b> |
| 4-08-100: | <b>Post Construction</b>                     |
| 4-08-110: | <b>Storm Water Design Criteria</b>           |
| 4-08-120: | <b>Notice of Illicit Discharge</b>           |
| 4-08-130: | <b>Enforcement, Violation and Penalties</b>  |

- 4-08-010: PURPOSE.** The purpose of this ordinance is to protect the health, safety and welfare of Syracuse City and its inhabitants by improving the City's storm sewer system, managing and controlling storm water run-off, protecting property, preventing polluted water from entering the City's storm water system and other receiving waters to the maximum extent practicable as required by federal and state law. The objectives of this ordinance are:
- A. To regulate the contribution of pollutants to the City's storm sewer system by storm water discharges by any user;
  - B. To prohibit illicit connections and discharges to the City storm water system;
  - C. To guide, regulate and control the design, construction, use, and maintenance of any development or other activity that results in the movement of earth on land within the City;
  - D. To minimize increases in non-point source pollution caused by storm water run-off from development which would otherwise degrade local water quality;
  - E. To reduce the amount of storm water run-off, soil erosion and non-point source pollution, wherever possible, through storm water management controls and to ensure that these management controls are properly maintained and pose no threat to public safety;
  - F. To establish a viable and fair method of financing the construction management, operation and maintenance of the storm sewer system;
  - G. To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this ordinance; and
  - H. To establish a penalty procedure for violation(s) of this code. (Ord. 06-06)

**4-08-020:** **DEFINITIONS.** For the purposes of this ordinance, the following shall mean:**Authorized Enforcement Agency:** The City Public Works Director (PWD) and/or any individual designated by the PWD as an Authorized Enforcement Agent designated to enforce this ordinance.

**Berm:** An earthen mound used to direct the flow of run-off around or through a structure.

**Best Management Practices (BMPs):** Includes schedules of activities, prohibitions of practices, maintenance procedures, design standards, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly into the waters of the United States. BMPs also include treatment requirements, operating procedures, educational activities, and practices to control plant site run-off spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

**City:** Means Syracuse City, Davis County, Utah with associated jurisdiction.

**Clean Water Act:** The federal Water Pollution Control Act enacted by Public Law 92-500 as amended by Public Laws 95-217, 95-576, 96-483, and 97-117, enacted at 33 U.S.C. § 1251 et seq., and any subsequent amendments thereto.

**Construction Activity:** Activities subject to the National Pollutant Discharge Elimination System, (NPDES) Construction Permits. These include construction projects resulting in land disturbance of **one acre** or more. Such activities include, but are not limited to, clearing and grubbing, grading, excavating, and demolition.

**Conveyance System:** Any channel or pipe for collecting and directing the storm water.

**Culvert:** A covered channel or large diameter pipe that directs water flow below the ground surface.

**Degradation:** (Biological or Chemical) The breakdown of chemical compounds into simpler substances, usually less harmful than the original compound, as with the degradation of a persistent pesticide. (Geological) Wearing down by erosion. (Water) The lowering of the water quality of a watercourse by an increase in the amount of pollutant(s).

**Detention:** Storm water detention is temporary storage of a storm water runoff volume for subsequent release. Examples include detention basins, underground vaults, tanks or pipes, as well as temporary detention in parking lots, depressed grassy areas, etc.

**Detention Basin:** A depression to detain or slow down the flow of storm water until downstream facilities has sufficient flow capacity to handle the flow. A detention basin consists of an inlet, an outlet, the storage basin itself, and piping between. The intent of the design of the basin and its improvements are that it is to be designed and improved in such a way as to be an asset to the neighborhood and community.

**Development:** Any man-made change to the land, including but not limited to, site preparation, filling, grading, paving, excavation, and construction of building(s) or other structures.

**Dike:** An embankment to confine or control water, often built along the banks of a river to prevent overflow of lowlands; a levee.

**Discharge:** The release of storm water or other substance from a conveyance system or storage container.

**Disturb:** To alter the physical condition, natural terrain, or vegetation of land by clearing, grubbing, excavating, filling, building, or other construction activity.

**Drainage:** Refers to the collection, conveyance, containment, and/or discharge of surface and storm water run-off.

**Drain Inlet:** A point of discharge into a detention or retention basin, or pipe system, or ditch or channel.

**Drain Outlet:** A point of exit from a detention or retention basin, or pipe system, or ditch or channel.

**Erosion:** The wearing away of land surface by wind, water, ice, gravity, or mechanical processes, including vehicular traffic. Erosion occurs naturally from weather or run-off but can be intensified by land-clearing practices related to farming, residential or industrial development, road building, clearing of vegetation, or recreational activities including OHV use, hiking, equestrian, etc.

**Fill:** A deposit of earth material placed by artificial means.

**First Flush:** The delivery of a disproportionately large load of pollutants during the early part of storms due to the rapid run-off of accumulated pollutants.

**City Storm Water Activity Permit:** A City required permit, issued to any person or business that intends to disturb more than one acre of property.

**General State Construction Storm Water Permit:** A State required permit issued to any person or business that intends to disturb more than one acre of property.

**General Permit:** A Federal, or State permit issued under the NPDES to allow storm water discharges to waters of the United State.

**Grading:** The cutting and/or filling of the land surface to a desired slope or elevation.

**Hazardous Waste:** By-products of society that can pose a substantial or potential hazard to human health or the environment when improperly managed. Possesses, at least, one of four characteristics (flammable, corrosivity, reactivity, or toxicity), or appears on special Environmental Protection Agency (EPA) lists.

**Heavy Metals:** Metals of high specific gravity, present in municipal and industrial wastes that pose long-term environmental hazards. Such metals include cadmium, chromium, cobalt, copper, lead, mercury, nickel, and zinc.

**Illegal Discharge:** Any direct or indirect non-storm water discharge to the storm drain system, except discharges from fire fighting activities and other discharges exempted in this ordinance.

**Illicit Connection:** Any physical connection to a publicly maintained storm drain system allowing discharge of non-storm water which has not been permitted by the public entity responsible for the operation and maintenance of the system.

**Impervious Surface:** A surface which prevents or retards the penetration of water into the ground including, but not limited to, roofs, sidewalks, patios, driveways, parking lots, concrete and asphalt paving, gravel, compacted native surfaces and earthen materials, and oiled, macadam, or other surfaces which similarly impede the natural infiltration of storm water.

**Individual Permit:** A permit issued under the NPDES program for a specific facility, whereby the unique characteristics of that facility may be addressed through the imposition of special conditions or requirements.

**Infiltration:** The downward movement of water from the surface to the subsoil. The infiltration capacity is expressed in terms of inches/hour.

**Ingress/Egress:** The points of access to and from a property.

**Inlet:** An entrance into a ditch, storm sewer, or other waterway.

**Land Disturbing Activity:** A human induced change to improved or unimproved land, including, but not limited to, new home or building construction, expansion of an existing building or home, demolition activity, clearing, grubbing, leveling, excavation, fill operations, grading, trenching, landscaping, drainage, pipe installation, drilling, mining, dredging, road construction or improvement, paving, and improvements for use as parking or storage.

**Municipal Separate Storm Sewer System (MS4):** A municipally owned and operated storm water collection system that consists of any or all of the following: curb & gutter, drainage swales, piping, ditches, canals, detention basins, inlet boxes, or any other system used to convey storm water that discharges into canals, ditches, streams, or lakes not owned and operated by the City.

**Mulch:** A natural or artificial layer of plant residue or other materials covering the land surface which conserves moisture, holds soil in place, aids in establishing plant cover, and minimizes temperature fluctuations.

**Non-point Source:** Pollution caused by diffuse sources (not a single location such as a pipe) such as agricultural or urban run-off.

**NPDES (National Pollutant Discharge Elimination System):** EPA's program to control the discharge of pollutants to waters of the United States.

**NPDES Permit:** An authorization, or license, or equivalent control document issued by EPA or an approved state agency to implement the requirements of the NPDES program.

**Off-site:** Any area lying upstream of the site that drains onto the site and any area lying downstream of the site to which the site drains.

**On-site:** The entire property that includes the proposed development.

**Outfall:** The point, location, or structure where wastewater or drainage discharges from a sewer pipe, ditch, or other conveyance to a receiving body of water.

**Point Source:** Any discernible, confined, and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, platform, rolling stock, concentrated animal feeding operation, or vessel or other floating craft, from which pollutants are or may be discharged.

**Plat:** A map or representation of a subdivision showing the division of a tract or parcel of land into lots, blocks, streets, or other divisions and dedications.

**Pollutant:** Generally, any substance introduced into the environment that adversely affects the usefulness of a resource. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coli form and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

**Public Works Department:** Shall be the Syracuse City Public Works Department.

**Receiving Waters:** Bodies of water or surface water systems that receive water from upstream constructed (or natural) systems.

**Retention:** The holding of run-off in a basin without release except by means of evaporation, infiltration, or emergency bypass.

**Retention Basin:** A depression in the land designed to retain water from flowing downstream. A retention basin does not allow for any downstream flow, other than overland if the capacity of the basin is exceeded. Such a facility allows only for the storage of a fixed amount of water, and is not normally allowed within the City's storm drain system.

**Riparian:** A relatively narrow strip of land that borders a stream or river.

**Riprap:** A combination of large stone, cobbles and boulders used to line channels, stabilize banks, reduce run-off velocities, or filter out sediment.

**Run-on:** Storm water surface flow or other surface flow which enters property other than that where it originated.

**Run-off:** That part of precipitation, snow melt, or irrigation water that runs off the land into streams or other surface water. It can carry pollutants from the air and land into the receiving waters.

**Sedimentation:** The process of depositing soil particles, clays, sands, or other sediments that were picked up by run-off.

**Sheet Flow:** Run-off which flows over the ground surface as a thin, even layer, not concentrated in a channel.

**Source Control:** A practice or structural measure to prevent pollutants from entering storm water run-off or other environmental media.

**Stabilization:** The proper placing, grading and/or covering of soil, rock, or earth to ensure its resistance to erosion, sliding, or other movement.

**Storm Drain:** A slotted opening leading to an underground pipe or open ditch for carrying surface run-off.

**Storm Drain System:** A system of surface and underground conveyance, consisting of curb and gutter, street surface, inlet and clean-out boxes, piping, open channels and detention basins, ditches, channels, storm drains, owned and operated by the City or private owners, which is designed and used to convey or collect storm water.

**Storm Water:** Rainfall run-off, snow melt run-off, and drainage. It excludes infiltration.

**Storm Water Pollution Prevention Plan:** A document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to storm water, storm water conveyance systems, and/or receiving waters. This plan must be prepared prior to obtaining a general state or county construction storm water permit.

**Swale:** An elongated depression in the land surface that is at least seasonally wet, is usually heavily vegetated, and is normally without flowing water. Swales direct storm water flows into primarily drainage channels and allow some of the storm water to infiltrate into the ground surface.

**Treatment Control BMP:** A BMP that is intended to remove pollutants from storm water.

**Waters of the State:** Surface waters and ground waters within the boundaries of the State of Utah and subject to its jurisdiction.

**Waters of the United States:** Surface watercourses and water bodies as defined in Title 40 Part 122.2 of Code of Federal Regulation (CFR) including all natural waterways and definite channels and depressions in the earth that may carry water, even though such waterways may only carry water during rains and storms and may not carry storm water at and during all times and seasons.

**Wetlands:** An area that is regularly saturated by surface or ground water and subsequently characterized by a prevalence of vegetation that is adapted for life in saturated soil conditions. Examples include, but are not limited to, swamps, bogs, marshes, and estuaries. [ⓘ](#)

| **4-08-030: APPLICABILITY.** This ordinance shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by an authorized enforcement agency. [ⓘ](#)

| **4-08-040: RESPONSIBILITY OF ADMINISTRATION.** The Syracuse City Public Works Department shall administer, implement, and enforce the provisions of this ordinance. Any powers granted or duties imposed upon the authorized enforcement agency may be delegated in writing by the Director of Public Works to persons or entities acting in the beneficial interest of or in the employ of the agency. [ⓘ](#)

**4-08-050:** **SEVERABILITY.** The provisions of this ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance. [Ⓞ](#)

**4-08-060:** **ULTIMATE RESPONSIBILITY.** The standards set forth herein and promulgated pursuant to this ordinance are minimum standards; therefore, this ordinance does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants. [Ⓞ](#)

**4-08-070:** **PROHIBITIONS.**

- A. No vehicle shall be driven or moved on any street, highway or other public place unless such vehicle is so constructed, loaded or covered as to prevent any of its load from dropping, sifting, leaking or otherwise escaping there from, except that sand or other substances may be dropped for the purpose of securing traction, or water or other substances may be sprinkled on a roadway in cleaning or maintaining such roadway for the travel of the general public.
- B. No vehicle loaded with garbage, waste paper, ashes, refuse, trash, rubbish, waste, wire, paper, cartons, boxes, glass, solid waste, scrap metal, or any other material of an unsanitary nature that is susceptible to blowing or bouncing from a moving vehicle shall be driven or moved on any street or other public place unless the load is covered with a sufficient cover to prevent the load or any part of the load from spilling onto the street or other public place.
- C. No person shall operate any vehicle so as to track or drop mud, stones, dirt, concrete, gravel or other similar material onto public streets by construction or delivery vehicles. It shall be the duty of the driver of a vehicle who unlawfully drops or deposits mud, stones, concrete, gravel or other similar material or permits the load or any portion thereof to be dropped or deposited upon any street or other public place to immediately remove the same or cause it to be removed. It shall be the duty of the driver of any vehicle to clean the tires and vehicle undercarriage of dirt or debris before the vehicle enters onto a paved surface public right of way.
- D. No person shall discharge waste concrete or concrete truck rinse water except into pre-approved discharge facilities or designated areas. Dumping of excess concrete shall not be allowed.
- E. Stockpile construction or yard improvement materials or debris in the street or in the gutter unless being stored in a self-contained storage unit that has been pre-approved by the Public Works Department. This includes, but is not limited to, ramps being constructed for temporary access across the existing curb and gutter; stockpiling of topsoil or other fill material; stockpiling of sand, gravel, landscape rock, bark, mulch or any other material that may be considered a source of pollution to the storm water system. [Ⓞ](#)

**4-08-080:** **ILLCIT DISCHARGES.** No person shall discharge or cause to be discharged into the City storm drain system or watercourses any materials including, but not limited to, pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards other than storm water.

- A. The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:
  - (1) Water line flushing or other potable water sources;
  - (2) Landscape irrigation or lawn watering;
  - (3) Diverted stream flows;
  - (4) Rising ground water;
  - (5) Ground water infiltration to storm drains;
  - (6) Uncontaminated pumped ground water;
  - (7) Foundation or footing drains (not connected to floor drains);
  - (8) Crawl space sump pumps;
  - (9) Air conditioning condensation;
  - (10) Springs;
  - (11) Non-commercial washing of vehicles;
  - (12) Natural riparian habitat or wetland flows;
  - (13) Swimming pools (if de-chlorinated – typically less than one PPM chlorine);
  - (14) Fire fighting activities, and any other water source not containing pollutants;
  - (15) Discharges specified in writing by the authorized enforcement agency as being necessary to protect public health and safety.
- B. Dye testing is an allowable discharge, but requires a verbal notification to the authorized enforcement agency prior to the time of the test.
- C. The prohibition shall not apply to any non-storm water discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.
- D. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection. This prohibition also expressly includes, without limitation, connections of sanitary sewer lines to the MS4. (Ord. 06-06)

**4-08-090: Erosion Control on Construction Sites.**

**A. City Storm Water Activity Permit**

- (1) Any person or business responsible for disturbing one acre or more of ground shall obtain a City Storm Water Activity Permit from the Syracuse City Public Works Department. Syracuse City will comply with the requirements for the Clean Water Act phase II, and all other State and Federal regulations. This is to

include applications, permits, plans and implementation. No person shall be granted a storm water activity permit for land-disturbance that would require the uncovering of 1 acre or more without the approval of a Storm Water Pollution Prevention Plan by the Syracuse City Public Works Department.

- (a) Syracuse City Storm Water Activity Permit – This permit can be obtained from the City Public Works department with building permits or with the subdivision approval prior to the preconstruction meeting for the proposed development. All projects and sites with a total plan to effect greater than 1.0 acre of land must apply. Additionally, before connecting to an existing storm drain system (ditches, pipes, catch basin, boxes, manholes, etc.) the developer/contractor shall obtain a Storm Water Activity permit from the City Public Works Department. All basins shall be calculated, designed and stamped by a Licensed Professional Engineer. Any appropriate fees must be paid.
  - (b) Utah Pollution Discharge Elimination System (UPDES) Permit – This permit is filed with the Utah Division of Water Quality, Department of Environmental Quality. The permit can be obtained from the internet at: <http://waterquality.utha.gov/updes/stormwater.htm> All sites with a total plan to effect greater than 1.0 acre of land must apply. The appropriate fee must be paid to the state. A Storm Water Pollution Prevention Plan (SWPPP<sup>3</sup>), or Erosion Control Plan or Pollution Prevention Plan) must be prepared and on site for this application. A minimum requirement for approval is possession of an active BMP plan for the proposed project.
  - (c) Stream Alteration Permit – A Stream Alteration Permit is filed with State Department of Natural Resources, Division of Water Rights. This permit overlaps the 404 wetlands permit because it is applicable to the area equal to the stream plus two times the bank full width up to 30 feet. Any modifications to the stream or banks within this area must comply with the Stream Alteration Permit.
  - (d) EPA 404 Wetlands Permit – This permit is filed with the US Army Corp of Engineers. It is applicable for all wetlands within a development. This will apply to all wetlands depending upon the presence of water, soils type, and vegetation as determined in a Wetlands Delineation Report. All “waters of the US” are affected to the normal high water mark. No fee is typically required for this permit. A letter of non-regulated wetlands may be applicable. Any mitigation that may be required must be done prior to recording a Final Plat.
- (2) Each City Storm Water Activity permit application shall bear the name and address of the owner or developer of the site, and of any consulting firm retained by the applicant together with the name of the applicant’s principal contact at such firm and shall be accompanied by a filing fee established by resolution of the City Council.
  - (3) The applicant must also obtain a general state construction storm water permit from the Department of Environmental Quality, Division of Water Quality.
  - (4) A City Storm Water Activity Permit is not required for the following activities:

- (a) Any emergency activity that is immediately necessary for the protection of life, property, or natural resources.
- (b) Existing nursery and agricultural operations conducted as a permitted main or accessory use.

B. Application Review Fees: The fee for review of the construction storm water permit shall be based on the amount of land to be disturbed at the site, and the fee structure shall be established from time to time by resolution of the Syracuse City Council. All of the monetary fees shall be credited to a local budgetary category to support local plan review, inspection and program administration, and shall be made prior to the issuance of any building permit or construction activity for the development.

**Comment [RW6]:** Is this built into the development review fees?

C. Waivers for Providing Storm Water Pollution Prevention Plan: Every applicant shall provide for storm water pollution prevention plan as required by this ordinance, unless a written request is filed to waive this requirement. Requests to waive the storm water pollution prevention plan requirements shall be submitted to the Public Works Department for approval.

(1) The minimum requirements for storm water pollution prevention plan may be waived in whole or in part upon written request of the applicant, provided that at least one of the following conditions applies:

- (a) It can be demonstrated that the proposed development is not likely to impair attainment of the objectives of this ordinance.
- (b) Alternative minimum requirements for on-site management of storm water discharges have been established in a storm water pollution prevention plan that has been approved by the Public Works Department and the implementation of the plan is required by local ordinance.
- (c) The Public Works Department finds that meeting the minimum on-site pollution prevention plans are not feasible due to the natural or existing physical characteristics of a site.
- (d) Non-structural practices will be used on the site that reduces:
  - (i) The generation of storm water from the site;
  - (ii) The size and cost of storm water storage; and
  - (iii) The pollutants generated at the site.

The amount of credit available for using such non-structural practices shall be determined by the Public Works Department.

(2) In instances where one of the conditions above applies, the Public Works Department may grant a waiver from compliance with these storm water pollution prevention plans, as long as acceptable mitigation measures are provided. However, to be eligible for a variance, the applicant must demonstrate to the satisfaction of the Public Works Department that the variance will not result in the following impacts to downstream waterways:

- (a) Deterioration of existing culverts, bridges, dams, and other structures;
- (b) Degradation of biological functions or habitat;
- (c) Accelerated stream bank or streambed erosion or siltation;
- (d) Increased threat of flood damage to public health, life, property.

D. Storm Water Management Plan

(1) A Storm Water Management Plan shall be required with all permit applications and will include sufficient information (e.g., maps, hydrologic calculations, etc) to evaluate the environmental characteristics of the project site, the potential impacts of all proposed development of the site, both present and future, on the water resources, and the effectiveness and acceptability of the measures proposed for managing storm water generated at the project site. The intent of this planning process is to determine the type of storm water management measures necessary for the proposed project, and ensure adequate planning for management of storm water run-off from future development. The Storm Water Management Plan shall be prepared in accordance with a checklist provided by the Public Works Department.

(2) For development or redevelopment occurring on a previously developed site, an applicant shall be required to include within the storm water management plan measures for controlling existing storm water runoff discharges from the site in accordance with the standards of this Ordinance to the maximum extent practicable.

E. Review and Approval

(1) The Public Works Department will review each application to determine its conformance with the provisions of this regulation. Within 30 days after receiving an application, the Public Works Department shall, in writing:

- (a) Approve the permit application;
- (b) Approve the permit application subject to such reasonable conditions as may be necessary to secure substantially the objectives of this regulation, and issue the permit subject to these conditions; or
- (c) Disapprove the permit application, indicating the reason(s) and procedure for submitting a revised application and/or submission.

(2) Failure of the Public Works Department to act on an original or revised application within the specified time period shall authorize the applicant to proceed with the plans as filed unless such time is extended by agreement between the applicant and the Public Works Department.

F. Inspection: Field inspections shall be conducted by the Syracuse City Public Works Department, the City Ordinance Enforcement Officer or other designated agent as outlined in the inspection checklist provided by the Public Works Department.

G. As Built Plans: All applicants are required to submit actual "as built" plans for any storm water management practices located on-site after final construction is completed. The plan must show the final design specifications for all storm water management facilities and must be certified by a professional engineer. A final inspection by the Syracuse Offsite Improvement Inspector and the Public Works Department is required before the release of any performance securities can occur. [θ](#)

**4-08-100: Post Construction.** Unless judged by the Syracuse City Public Works Department to be exempt or granted a waiver, the following performance criteria shall be addressed for storm water management at all sites:

- A. All site designs shall establish storm water management practices to control the peak flow rates. Transmission pipes shall be designed to accommodate a ten year, one hour storm, and regional detention basins shall be designed to facilitate a 100 year, one hour storm, with a 0.2 cfs per acre discharge and local on-site detention basins shall be designed to facilitate a 50 year, one hour storm. These practices should seek to utilize pervious areas for storm water treatment and to infiltrate storm water run-off from driveways, sidewalks, rooftops, parking lots, and landscaped areas to the maximum extent practical to provide treatment for both water quality and [quantify quantity](#).
- B. All storm water run-off generated from new development shall not discharge untreated storm water directly into a jurisdictional wetland or waters of the state without adequate treatment. In no case shall the impact on functional values be any greater than that allowed by the Army Corp of Engineers (ACE) or the Department of Environmental Quality (DEQ) responsible for natural resources.
- C. Annual groundwater recharge rates shall be maintained by promoting infiltration through the use of structural and non-structural methods. At a minimum, annual recharge from the post development site shall mimic the annual recharge from pre-development site conditions.
- D. For new development, structural best management practices (BMP's) shall be designed to remove 75% of the average annual post development total suspended solids load (TSS). It is presumed that a structural treatment practice complies with this performance standard if it is:
  - (1) Sized to capture the prescribed water quality volume (WQV);
  - (2) Designed according to the specific performance criteria outlined in the American Public Works Association Manual;
  - (3) Constructed properly; and
  - (4) Maintained regularly.
- E. Storm water discharges to critical areas with sensitive resources (i.e., cold water fisheries, shellfish beds, swimming beaches, recharge areas, water supply reservoirs) may be subject to additional performance criteria, or may need to utilize or restrict certain storm water management practices.
- F. Storm water discharges from land uses or activities with higher potential pollutant loadings, known as "hotspots," may require the use of specific structural BMPs and

pollution prevention practices. Oil separators shall be required on all sites greater than one acre identified as “hotspots” such as commercial land use sites, parking areas other than residential, mechanic shops, fuel stations, or associated parking areas. Oil separators must be capable of removing particulates down to 150 microns. Design and sizing requirements of oil separators shall be reviewed by the City Engineer prior to installation. [θ](#)

**4-08-110: Basic Storm Water Management Design Criteria.**

A. Site Design Feasibility: Storm water management practices for a site shall be chosen based on the physical conditions of the site. Among the factors that should be considered:

- (1) Topography
- (2) Maximum Drainage Area
- (3) Depth to Water Table
- (4) Soils
- (5) Slopes
- (6) Ground cover
- (7) Location in relation to environmentally sensitive features or ultra-urban areas

B. Conveyance Issues: All storm water management practices shall be designed to convey storm water to allow for the maximum removal of pollutants and reduction in flow velocities. This shall include, but not be limited to:

- (1) Maximizing of flow paths from inflow points to outflow points
- (2) Protection of inlet and outfall structures
- (3) Elimination of erosive flow velocities
- (4) Providing of under drain systems, where applicable

C. General Policy: It is the general policy of the City to design storm water facilities as:

- (1) Storm water conveyance pipe @ 10 year design standard
- (2) Non-regional detention basin capacity @ 50 year design standard
- (3) Regional detention basin capacity @ 100 year design standard

Local storm drain pipes and inlet structures shall be designed to convey the storm waters of a 10-year event totally within an underground pipe system. The storm water piping shall handle the 10-year event. All storm water calculations for detention shall be detailed to show that the entire area in consideration shall meet the requirement of .2 cfs discharge per acre developed established by Davis County Public Works, any storm water in excess of this requirement shall be detained.

D. Intensity-Duration-Frequency Curve IDF: For the use of the Rational Formula, in determining calculations for a storm, the IDF curve available for the area closest to the City of Syracuse shall be used.

E. Basin Construction and Design Criteria

- (1) The location of the basin shall be such that convenient access for maintenance is possible. This generally means that local access is available to a dedicated roadway, any easements are provided by the owner of the property in question. In addition, volume in adjacent swales or ditches shall not be considered a portion of the storage system.
- (2) The side slopes to all basins shall not exceed 3:1 (3 horizontal feet to 1 foot vertical elevation rise) slope, with 4.5:1 being desirable, for the ease of maintenance and mowing.
- (3) The bottom slope shall be designed to prevent permanent stagnation of water, and shall be minimum of 2% from inlet to outlet. The City may request additional low flow elimination remedies during the subdivision warranty period if stagnation of nuisance water occurs.
- (4) The basin freeboard shall be a minimum of one foot (top of berm or surface to high water mark of overflow outlet).
- (5) The spillway shall be designed to overflow onto a City street or other channel with the capacity to contain and carry the overflow to an approved outlet. Said path to either a street or channel shall be within a maintained area, improved to allow flows without erosion, and within a drainage easement. All spillways shall be designed to protect adjacent embankments, structures or properties, and shall not present flooding potential to adjacent structures or homes.
- (6) The outlet control for all small, localized basins may have fixed, size-calculated orifice plates, capable of being replaced if necessary, mounted on the outlet of the basin, as approved by the City Engineer. Large, regional basins shall be designed to have either fixed or screw-type gates installed to allow for adjustment by City Personnel, if necessary. The screw-gates shall be Waterman C-10 O.A.E. or City Engineer approved equal.
- (7) All grates shall be designed with hot-dipped galvanized (not painted) metal grates, with bars at spacing to prevent or prohibit children's feet from falling in the structure, and still avoiding clogging with debris. Bar spacing shall never exceed 3" in any direction.
- (8) Low flows shall be designed to flow through the basin in a pipe designed to carry a 1 year frequency flow. A concrete gutter shall not alternate to the pipe system. The pipe size and material shall be a minimum 15"-inch.
- (9) The finish ground cover shall be either lawn sod or other landscaping, unless an alternate is approved by the City Council. A minimum 4"-inches of top soil shall be installed prior to the area being sodded. If an alternate of weed barrier geotextile fabric and cobbles is approved by the City Council, a minimum size of 6"-inch cobble rock is required.

(10) Basins shall be designed to allow vehicle access for maintenance by City Personnel.

F. Maintenance Agreements: All storm water treatment practices shall have an enforceable operation and maintenance agreement to ensure the system functions as designed.

(1) This agreement will include any and all maintenance easements required to access and inspect the storm water treatment practices, and to perform routine maintenance as necessary to ensure proper functioning of the storm water treatment practice. The agreement shall include provisions allowing for access and inspections on a reasonable basis. In addition, a legally binding covenant specifying the parties responsible for the proper maintenance of all storm water treatment practices shall be secured prior to issuance of any permits for land disturbance activities.

(2) If a responsible party fails or refuses to meet the requirements of the maintenance agreement, the Public Works Department, after reasonable notice, may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. In the event that the storm water management facility becomes a danger to public safety or public health, the Public Works Department shall notify the party responsible for maintenance of the storm water management facility in writing. Upon receipt of that notice, the responsible person shall have 30 days to effect maintenance and repair of the facility in an approved manner. After proper notice, the Public Works Department may assess the owner(s) of the facility for the cost of repair work and any penalties; and the cost of the work shall be a lien on the property, or prorated against the beneficial users of the property, and may be placed on the tax bill and collected as ordinary taxes by the county assessor. 0

**4-08-120: Notification of Spills.** Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, or water of the U.S. said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the authorized enforcement agency in person or by phone or facsimile or email no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the Syracuse City Public Works Dept., ~~1787 South 2000 West, Syracuse, UT 84075~~ within three business days of the ~~phone~~-notice. 0

**4-08-130: Enforcement, Violation and Penalties.**

A. Stop-Work Order; Revocation of Permit: In the event that any person holding a City Storm Water Activity permit pursuant to this ordinance violates the terms of the permit or implants site development in such a manner as to materially adversely affect the health, welfare, or safety of persons residing or working in the neighborhood or development site so as to be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood, the Public Works Department may suspend or revoke the site development permit, such that no work on storm water infrastructure shall be preformed or approved.

B. Violation and Penalties: Whenever the Public Works Department finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance, Syracuse City Public Works Department may order compliance by written notice of violation to the responsible person. Such notice may require, without limitation:

- (1) The performance of monitoring, analyses, and reporting;
- (2) The elimination of illicit connections or discharges;
- (3) That violating discharges, practices, or operations shall cease and desist;
- (4) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;
- (5) Payment of a fine to cover administrative and remediation costs; and
- (6) The implementation of source control or treatment BMPs.

Any person violating any of the provisions of this ordinance shall be deemed guilty of a Class B misdemeanor and each day during which any violation of any of the provisions of this ordinance is committed, continued, or permitted, shall constitute a separate offense.

**\*\*\* Note: Strike this Chapter. To be adopted by Resolution as policy with fee schedule additions.**

**CHAPTER 9**

**SYRACUSE CITY COMMUNITY CENTER**

~~4-9-1: Hours of Operation~~

~~4-9-2: Center Availability~~

~~4-9-3: Building Membership Fees~~

~~4-9-4: Building Usage~~

~~4-9-5: Building Rental and Fees~~

~~4-9-6: Alcoholic Beverages, Drugs or Gambling~~

~~4-9-7: Nuisances~~

~~4-9-8: Safety and Security~~

~~4-9-9: Lost and Found Policy~~

~~4-9-10: Gymnasium Policies~~

~~4-9-11: Indoor Track Policies~~

~~4-9-12: Arts and Crafts Room Policies~~

~~4-9-1 Hours of Operations: The Syracuse City Community Center shall be open to the public as follows:~~

~~Monday through Thursday—6:00 a.m. to 10:00 p.m.~~

Friday — 6:00 a.m. to 8:00 p.m.

———— Saturday — 8:00 a.m. to 8:00 p.m.

— Operating hours are established by the Syracuse City Community Center Management and are subject to change. — At any time during which the building, or certain areas of the building, will be closed during regular operating hours, prior notices must be posted to inform patrons. The Community Center will be closed on Major Holidays (i.e. Thanksgiving, Christmas Day, New Years Day, etc.). (Ord. 06-23)

**Center Availability:** The City reserves the right to withhold reservations for any given day during the period of availability for any City sponsored event or if the City determines there is necessary maintenance, cleanup, repair, or other work of an extraordinary nature that needs to be performed at the Community Center. (Ord. 06-23)

**Building Membership Fees:** The following fee schedule shall be applicable to all patrons of the Syracuse City Community Center:

| <b>Syracuse Resident</b> | <b>Day Pass</b> | <b>Monthly Pass</b> | <b>Yearly Pass</b> |
|--------------------------|-----------------|---------------------|--------------------|
| Child (5-13)             | \$.50           | \$4.00              | \$35.00            |
| Youth (14-17)            | \$1.00          | \$10.00             | \$75.00            |
| Adult (18-59)            | \$2.00          | \$15.00             | \$100.00           |
| Adult Couple             | N/A             | \$25.00             | \$175.00           |
| Senior (60 +)            | \$.50           | \$4.00              | \$35.00            |
| Senior Couple            | N/A             | \$6.00              | \$55.00            |
| Family Pass              | N/A             | \$50.00             | \$250.00           |

| <b>Non-Resident</b> | <b>Day Pass</b> | <b>Monthly Pass</b> | <b>Yearly Pass</b> |
|---------------------|-----------------|---------------------|--------------------|
| Child (5-13)        | \$.50           | \$7.00              | \$60.00            |
| Youth (14-17)       | \$1.00          | \$15.00             | \$100.00           |
| Adult (18-59)       | \$2.00          | \$ 25.00            | \$180.00           |
| Adult Couple        | N/A             | \$ 45.00            | \$300.00           |
| Senior (60 +)       | \$.50           | \$7.00              | \$60.00            |
| Senior Couple       | N/A             | \$10.00             | \$100.00           |
| Family Pass         | N/A             | \$75.00             | \$400.00           |

A. Use of the Indoor Track, Gyms, and Equipment room are included in the daily admission and annual membership fees.

B. A family is defined as two adults and any dependent children living in the same household. The children must be dependents on your tax return.

C. Employees and immediate family members of Syracuse City will be admitted into the Community Center free of charge. (Ord. 06-23)

**4-9-4: Building Usage:**

- A. All pass holders will be identified by wearing wristband/stamp will be given to those patrons that will be using the gyms, equipment room, and/or track. If anyone is seen using these areas without the proper wristband, they will be asked to leave, or check in at the reception desk.
- B. Passes do not replace any required registration fees for special classes and events held in the Syracuse Community Center. Spectators attending recreation events (i.e. Jr. Jazz games) may not use the facilities themselves unless they have a pass.
- C. There will be times when regular use of the Community Center will be closed to the public. This may be during holidays, special events, Syracuse Recreation programs, or times during which the gyms have been rented by outside parties. At any time when the gym(s) are closed during regular hours, the holder of this pass is not allowed regular usage of the Community Center. Notices will be posted prior to these times.
- D. Patrons under the age of 14 must be accompanied by an adult when using the track and/or gym(s), unless participating in a specific event or activity designed for a younger age group (i.e. Jr. Jazz, special events).
- E. No strollers will be allowed on the track.
- F. Use of any net equipment (volleyball, tennis, badminton) must first be scheduled for set up. (Ord. 06-23)

**4-9-2 Building Rental and Fees:** Any person/group may rent the Syracuse Community Center under the following conditions:

- A. Must schedule for an available date, and be willing to sign a building rental agreement form.
- B. Must pay a deposit at time of scheduling. Deposit is refundable if facility is left clean and undamaged.
- C. Must pay the lesser between the hourly rate and daily fee.
- D. All events/activities must be legal and be in conformance with all Syracuse City Ordinances.
- E. The following fee schedule shall be applicable to patrons wishing to reserve an area of the Community Center.

**Gymnasium**

|                     | <b>Deposit</b> | <b>Fee per hour</b> | <b>Fee per entire day</b> |
|---------------------|----------------|---------------------|---------------------------|
| <b>Resident</b>     | 100.00         | 50.00               | 500.00                    |
| <b>Non-Resident</b> | 100.00         | 100.00              | 800.00                    |

a. This fee will be assessed for each gym used.

b. Only one gym will be available to rent, unless being used for a sporting event.

**Classroom/Arts Crafts Room**

|                     | <b>Deposit</b> | <b>Fee per hour</b> | <b>Fee per entire day</b> |
|---------------------|----------------|---------------------|---------------------------|
| <b>Resident</b>     | 50.00          | 20.00               | 160.00                    |
| <b>Non-Resident</b> | 50.00          | 40.00               | 280.00                    |

(Ord. 06-23)

**4-9-3 Alcoholic Beverages, Drugs or Gambling:** The sale, consumption or possession of intoxicating liquors or beverages and dangerous or narcotic drugs, or gambling of any kind, is prohibited in the Community Center. (Ord. 06-23)

**4-9-4 Nuisances:** It shall be unlawful for any person to use threatening, abusive, insulting or indecent language; to commit any obscene or indecent act; to fight; or to create a public disturbance or nuisance in any park. Any person who loiters in a park under the influence of alcohol or drugs or who otherwise disturbs the peace of Center users by begging, soliciting, making undue noise or engaging in disruptive activities shall be deemed to create a nuisance. (Ord. 06-23)

**4-9-5 Safety and Security:**

A. During any building rental, at least one Syracuse City Employee will be present in case of any emergency.

B. Employee training: All Syracuse City Employees (exception: seasonal and part timers who are not in supervisory positions such as officials and scorekeepers) who will be working in the Syracuse Community Center must receive training in and/or be certified in the following:

- a. First aid/CPR
- b. Blood borne Pathogen exposure control
- c. Proper evacuation of the building
- d. How to safely set up and use equipment in the building (i.e. baskets, volleyball, badminton, and tennis nets, etc.) (Ord. 06-23)

**4-9-6 Lost and Found Policy:** Syracuse Community Center and/or Employees will not be responsible for any personal property lost or stolen, or missing from any part of the facility. Lost items, which are found by Center personnel or guests, should be turned into the front desk area of the Center. The Director will hold the item or items for 30 days, after which time unclaimed items may be taken to a nonprofit organization. (Ord. 06-23)

**4-9-7 Gymnasium Policies:**

A. All membership holders must check in at the front desk and obtain a wristband/stamp prior to entering the gymnasium.

B. Hanging on basketball rims is prohibited.

C. Wear only shoes that do not mark the gym floor.

D. Only capped, spill-proof water bottles are allowed. No gum, food or other drinks.

E. Offensive language or behavior, roughhousing and fighting will not be tolerated.

F. ~~Syracuse Community Center reserves the right to change the schedule in the gymnasium as programs dictate.~~

G. ~~Patrons found to be in violation of any of the above mentioned rules may be asked to leave the Center and may have their privileges revoked. (Ord. 06-23)~~

**4-9-8—Indoor Track Policies:**

A. ~~All membership holders must check in at the front desk and obtain a wristband/stamp prior to entering the indoor track.~~

B. ~~This area is for those 14 years and older to walk/jog. Youth under 14 years of age may use the track only in a supervised environment with an adult 18 years of age or older.~~

C. ~~Offensive language or behavior, roughhousing and fighting will not be tolerated.~~

D. ~~Runners will use the outside of the track. Walkers and slower joggers will use the inside lanes of the track.~~

E. ~~Shoes and shirt are required.~~

F. ~~Cleats are not allowed on the track.~~

G. ~~Any person on the track must be participating in walking/jogging. No spectators or standing on the track is allowed.~~

H. ~~No food or open containers are allowed on the track.~~

I. ~~No gum or spitting allowed.~~

J. ~~No roller blades, strollers, etc.~~

K. ~~Patrons found to be in violation of any of the above mentioned rules may be asked to leave the Center and may have their privileges revoked. (Ord. 06-23)~~

**4-9-9—Arts and Crafts Room Policies:**

A. ~~Craft room supplies may be used only with the supervision of Community Center Staff and/or authorized volunteers.~~

B. ~~Washer and Dryer are to be operated by authorized personnel only.~~

C. ~~The emergency phone is to be used only in the case of an emergency.~~

D. ~~Patrons found to be in violation of any of the above mentioned rules may be asked to leave the Center and may have their privileges revoked. (Ord. 06-23)~~

## CHAPTER 10

### LAND DRAINS

- 4-10-010: Purpose
- 4-10-020: Recognition of the Land Drain System
- 4-10-030: Surface Drainage Systems Connection Prohibition
- 4-10-040: Connection Standards for Land Drain Connections

**4-10-010: PURPOSE.** The purpose of this Chapter is to protect public health and safety of the City and its inhabitants through regulations governing the utilization of land drain systems and connections to the City land drain system. (Ord. 08-05)(Ord. 08-09)

**4-10-020: RECOGNITION OF THE LAND DRAIN SYSTEM:** Syracuse City has constructed and established a land drain system for the purpose of draining subsurface waters from developing properties. Syracuse City Council hereby finds and determines that the land drain system is and has been a City operated utility and that connections to the land drain system have been regulated by the City for the protection of public health and safety and that such regulation continues to be necessary for the preservation of public health and safety and property values within the City. Therefore, all connections to the land drain system within Syracuse City, whether previously established or otherwise, shall comply with the provisions and regulations of this Chapter. However, nothing herein shall be construed to require authorized connections to be retrofit to meet new construction standards. The retroactive application of this ordinance shall be limited to the required disconnection of surface drainage systems or other surface collection conduits and appurtenances to the land drain system. (Ord. 08-05)(Ord. 08-09)

**4-10-030: SURFACE DRAINAGE SYSTEMS CONNECTION PROHIBITED. 4-10-030: SURFACE DRAINAGE SYSTEMS CONNECTION PROHIBITED.** Roof drainage structures, storm gutters, or other above-ground collection conduits ("Surface Drainage systems") are prohibited from connecting to or discharging storm water into City underground land drains. New residential dwellings constructed within subdivisions containing a land drain system are required to make a connection via a sub-surface service lateral stubbed to the dwelling foundation footing and connected to the main land drain line owned by the City. This section is expressly intended to operate retroactively and to require the disconnection of any surface drainage systems connected to a land drain system. The Syracuse City Public Works Director is hereby empowered and authorized to require the disconnection of any surface drainage system connected to the Syracuse City land drain system. The Public Works Director is hereby authorized, in his discretion, to grant a waiver from the requirements of this Chapter where the Public Works Directors finds: (1) the connection of a surface drain to the land drain system does not present a surcharge or flooding risk to other properties; and (2) the owner signs a recordable agreement, in a form acceptable to the City, agreeing to indemnify and hold the City harmless for any future damages or liability arising from the connection of the surface drain to the land drain system.

~~Roof drainage structures, storm gutters, or other above-ground collection conduits ("Surface Drainage Systems") are prohibited from connecting to or discharging storm water into City underground land drains. New residential dwellings constructed within subdivisions containing a land drain system are required to make a connection via a sub-surface service lateral stubbed to the~~

~~dwelling foundation footing and connected to the main land drain line owned by the City. This section is expressly intended to operate retroactively and to require the disconnection of any surface drainage systems connected to a land drain system. The Syracuse City Public Works Director is hereby empowered and authorized to require the disconnection of any surface drainage system connected to the Syracuse City land drain system. (Ord. 08-05)(Ord. 08-09)~~

**4-10-040: CONNECTION STANDARDS FOR LAND DRAIN CONNECTIONS.** Any connection to the Syracuse City land drain system shall be authorized and approved by the Syracuse City Public Works Department and Syracuse City Building Department and shall comply with construction standards and regulations set forth in the Appendix to Title VIII of the Syracuse City Municipal Code. ~~(Ord. 08-05)(Ord. 08-09)~~

## CHAPTER 11

### GREEN WASTE RECYCLING

- 4-11-010: Definitions
- 4-11-020: Collection of green waste
- 4-11-030: Service charge
- 4-11-040: Method of payment of service charges
- 4-11-050: No accumulation of green waste
- 4-11-060: Containers
- 4-11-070: Closing of garbage containers required
- 4-11-080: Time and place of pickup
- 4-11-090: Disposal of community waste
- 4-11-010: Burning of refuse prohibited
- 4-11-011: Dumping green waste prohibited
- 4-11-012: Limitations upon dumping
- 4-11-013: Regulations

4-11-010: **DEFINITIONS.** The following terms, as used in this Title, are defined as follows: ~~(Ord. 10-05)~~

**BULKY WASTES:** Wastes that are not capable of being stored in the approved automated refuse containers and cannot be picked up by normally used collection vehicles, including items such as large tree branches, lawn sod, Christmas trees, etc.

**CONTAINER, APPROVED GREEN WASTE CONTAINER:** Approved green waste containers shall consist of 90 or 100 gallon recycling containers constructed from cross linked, high-density polyethylene, or equivalent, designed specifically for automated collection equipped with wheels for easy movement by residential users and containing permanently attached, tight-fitting lids, or as approved by the City.

**COMMERCIAL SOLID WASTE, GREEN WASTE AND RECYCLABLE MATERIALS:** Garbage, rubbish, trash, food wastes, recyclable materials, green waste, etc., resulting from the normal and incidental activities of commercial users.

**COMMERCIAL USER:** An enterprise, not a residence, such as a business, association, corporation, manufacturer, hotel, motel, resort, commercial entity, church, governmental or public entity other than the City, etc.

**FOOD WASTES:** Animal, vegetable, or mineral matter derived from the preparation or packaging of foodstuffs

**GARBAGE, RUBBISH AND TRASH:** All solid waste except hazardous waste, including but not limited to combustibles such as paper, wood, yard trimmings, etc. and non-combustibles such as meal, glass, stone, etc.

**GREEN WASTE:** Those green waste materials which can be recovered or otherwise diverted from waste stream, such as lawn cuttings, clippings from bushes and shrubs, leaves, and other similar green yard waste, but not including dirt or yard materials with thorns, as mutually agreed upon and determined by the contractor and the City.

**HAZARDOUS MATERIALS AND WASTE:** Materials and wastes that are hazardous by reason of their pathological, explosive, radiological, or toxic character, including any chemical, compound, mixture, substance or article which is designated by the United States

Environmental Protection Agency, the State of Utah Department of Environmental Quality, or Davis County Health Department to be "hazardous" as that term is defined by or pursuant to Federal, State or local law.

**NON-PROCESSIBLE WASTE.** Goods and materials which are not residential and/or are prohibited by the disposal facility, including, but not limited to, the following:

- (1) Any loads the majority of which consist of combustible material.
- (2) Hazardous waste of any kind.
- (3) Any material that when incinerated clearly includes electricity.
- (4) Explosives.
- (5) Medical or pathological wastes.
- (6) Animal or human body parts or remains.
- (7) Any materials the majority of which is liquid.
- (8) Large appliances.
- (9) Construction debris of un-processible proportions.
- (10) Large metal objects of any kind.
- (11) Large sealed containers of any kind.
- (12) Motor vehicles or related parts.
- (13) Any item exceeding two feet by two feet by five feet in dimensions.
- (14) Wood having a cross section exceeding nine inches or five feet in length.
- (15) Any material that is on fire; i.e., "Hot Load."
- (16) Commercial solid waste, as defined herein.
- (17) Hazardous materials and waste, as defined herein.
- (18) Bulky wastes, as defined herein.

**RECYCLABLE MATERIALS:** Those materials which can be recovered from or otherwise diverted from the waste stream for the purpose of recycling, such as metals, paper and plastics as mutually agreed upon and determined by the Contractor and the City.

**RESIDENCE:** An occupied dwelling unit such as a home, trailer, or multi-family dwelling of four (4) or less units, not including hotels or motels or mobile home trailer parks. Each unit of a multi-family dwelling shall be considered a separate residence for purposes of billing. A dwelling unit may be considered not occupied if the persons living therein are absent for over ninety (90) continuous days. Unless otherwise agreed to by the City and the Contractor, residence shall not include dwelling units located within planned unit developments or other privately accessed developments accessible by private roadways, streets and driveways.

RESIDENTIAL GREEN WASTE: Green waste resulting from the normal and incidental activities of residences.

RESIDENTIAL RECYCLABLE MATERIALS: Recyclable materials resulting from the normal and incidental activities of residences.

RESIDENTIAL SOLID WASTE. Garbage, rubbish, trash, food wastes, etc. resulting from the normal and incidental activities of residences.

| **4-11-020: COLLECTION OF GREEN WASTE.** (~~Ord. 10-05~~)

1. Unless otherwise provided herein, the City, its agent, or contractor shall collect, remove, and dispose of all residential green waste recyclable materials. All residential green waste recyclable materials shall be collected, removed, and disposed of with such frequency and in such manner as the City Council may from time to time establish by regulation or contract.
2. Except as otherwise expressly permitted by this part, no green waste recyclable materials shall be removed or hauled away or transported upon the streets or public ways of the municipality except by the municipality, its agent, or contractor, and except by authorized persons hauling commercial green waste recyclable materials as hereinafter provided.
3. Nothing contained in this part shall preclude persons from hauling their own green waste recyclable materials over the streets and rights-of-ways of the municipality.
4. Except for those residences who have opted not to participate in the green waste recycling program in accordance with this Chapter, or those residences who have not signed up for green waste collection services in accordance with this Chapter, nothing in this part shall be construed as eliminating the charge made for residential solid waste and disposal services.

| **4-11-030: SERVICE CHARGE.** (~~Ord. 10-05~~)

1. Except for those residences who have not signed up for green waste collection services in accordance with this Chapter, all residences within the municipality shall pay monthly green waste recycling service charge as more particularly set forth in the Fee Schedule as adopted by the City. The charges, rates, penalty fees for delinquency in payment, and other charges incidental to green waste recycling services, shall be set forth in the Fee Schedule and may be amended from time to time by the resolution of the City Council.
2. The Mayor, with the consent of the City Council, may excuse needy persons who are not reasonably capable of paying the monthly charge for residential collection of solid waste, green waste and/or recyclable materials from the payment of the residential rate for such period of time as may be deemed proper or necessary.
3. Participation in the City's green waste recycling program shall be on a voluntary basis. Residences desiring such service shall sign up in writing on forms provided by the City. Participants shall be required to participate in the program for at least six (6) months. Green waste containers may be used for solid waste disposal and collection from December 1<sup>st</sup> through February 28<sup>th</sup> (or 29<sup>th</sup> in leap year) of every year. Green waste containers shall only be used for authorized green waste disposal and collection from March 1<sup>st</sup> through November 30<sup>th</sup> of each year.

| **4-11-040: METHOD OF PAYMENT OF SERVICE CHARGES.** (~~Ord. 10-05~~)

1. The residential green waste recycling service charges above imposed by this part shall be added to the charge made for other utilities furnished through the municipality and shall be billed and collected in the same manner as those charges are billed and collected.

**4-11-050: NO ACCUMULATION OF GREEN WASTE. (~~Ord. 10-05~~)**

1. It shall be unlawful for any person to accumulate green waste recyclable materials or cause green waste recyclable materials to be deposited upon any street or right-of-way. The City may permit the processing of green waste recyclable materials upon premises properly equipped and maintained so as to prevent the creation of a nuisance or a hazard to health or permit the depositing of ashes and other dry material for filling purposes at such places as the City may designate and under such restrictions as the City Council may by regulation impose. Additionally, the City may grant to any person permission for sorting, bailing, and marketing trade waste upon premises properly equipped and maintained.

**4-11-060: CONTAINERS. (~~Ord. 10-05~~)**

1. All residential green waste recyclable materials to be collected by the City, its agents or contractors, from residential users shall be placed only in suitable and sufficient garbage receptacles with tight-fitting lids.
2. Title to containers furnished by the City, its agents or contractors, to residential users, whether the right to the use thereof is paid in a lump sum or on a monthly basis, shall be retained by the City and the payment made by residents therefore shall be rental for the use thereof.
3. Users renting containers furnished by the City, or having custody thereof, shall keep the container free from destructive or decorative markings, shall maintain the original color thereof, and shall keep the inside of said containers clean and free from build-up of fungus or bacteria or any other type of contaminant that causes odors or facilitates deterioration of the inside or outside of such container.
4. Residential users shall report to the City, or authorized garbage hauler, any damage to or malfunctioning containers that limit their usefulness for receipt of green waste so that the same may be returned to the supplier for repair or replacement pursuant to the supplier's warranty covering the same.
5. Green waste recycling containers lost or missing through no fault of the user thereof shall be replaced by the City without charge, but users shall exercise due care to protect containers against loss through theft or misappropriation.
6. Containers furnished by the City are issued to specific users by number and are non-transferable. Upon discontinuance of use by a resident, containers shall be returned to the City.

**4-11-070: CLOSING OF GARBAGE CONTAINERS REQUIRED.** Approved containers shall not be overfilled to the extent that the contents may be spilled during the process of pickup and dumping into the green waste recyclable materials collection vehicle. All green waste materials not deposited for pickup shall be placed in approved containers and shall be tightly closed in such a manner as to prevent offensive odors or flies. (~~Ord. 10-05~~)

**4-11-080: TIME AND PLACE OF PICKUP.** (~~Ord. 10-05~~)

1. All green waste recyclable materials subject to collection by the City shall be placed on the edge of the street next to the driveway on the opposite side of the driveway approach from the mailbox, but in no event within ten (10) feet of the mailbox, and with the container's wheels as close to the curb as reasonably possible, with the hinge thereof to curbside and the lid opening facing toward the street. When snow or street construction prevents placing of the container against the curb, the container shall be placed not over two (2) feet from the edge of said snow or construction and in a manner that will not obstruct traffic or unduly impede the snowplowing activities of the City.
2. Containers shall not be placed or permitted to block driveways or through traffic.
3. Until otherwise provided by regulation, containers must not be set out upon the street for collection prior to the evening of the day before collection and must be set out prior to 6:00 a.m. on the day of collection.
4. It shall be unlawful to park a vehicle upon a public street within the City during the hours of solid waste and recycling service pickup on said street in a manner that interferes with access thereto by the solid waste, green waste, or recyclable materials collection vehicle.

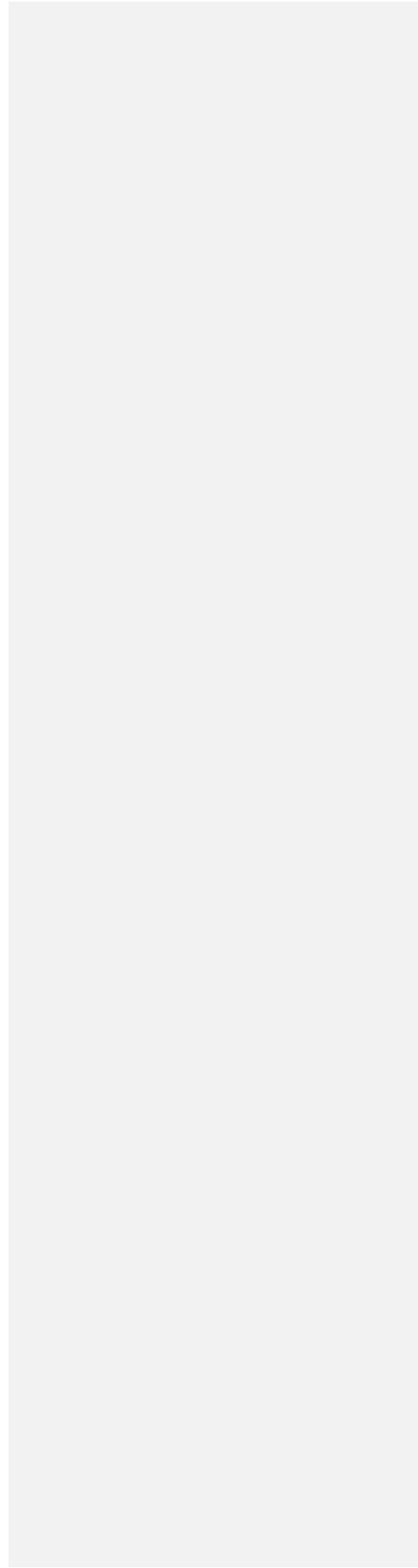
**4-11-090: DISPOSAL OF COMMUNITY WASTE.** Green waste may be disposed of by business establishments, and residences that have not signed up for the City's green waste collection services, in vehicles provided by them subject to regulation by the City as to the places of disposal and as to the type of vehicle used to avoid spillage upon public ways of the municipality, hazards to safety, and the prevention of nuisances. (~~Ord. 10-05~~)

**4-11-010: BURNING OF GREEN WASTE PROHIBITED.** It shall be unlawful for any person to burn green waste in the open air or in any furnace or stove within the municipality unless expressly allowed by State regulations or County Health and Burning Ordinances. (~~Ord. 10-05~~)

**4-11-011: DUMPING GREEN WASTE PROHIBITED.** It shall be unlawful for any person to place, deposit, or dump green waste upon any lot within the municipality whether such lot is occupied or vacant and whether such person so placing, depositing or dumping such refuse is the owner, tenant, occupant or lessor thereof or has the same under his jurisdiction and control. This section shall not prevent property owners from composting their green waste materials on their property. (~~Ord. 10-05~~)

**4-11-012: LIMITATIONS UPON DUMPING.** Dumping green waste recyclable materials shall be permitted only in such places as are designated by the City Council. Dumping shall be subject to such rules and regulations as may be formulated by the City Council. All processible waste generated within the City shall be delivered to the Wasatch Integrated Waste Management District facilities, as said District shall direct. (~~Ord. 10-05~~)

**4-11-013: REGULATIONS.** The City Council may adopt such regulations as, in its opinion, are necessary to implement this part and its objectives. (~~Ord. 10-05~~)



**CHAPTER 12**  
**SYRACUSE CITY HALL**  
**(adopted by R11-20)**

- 4-12-1 Purpose**
- 4-12-2: Hours of Operation**
- 4-12-3: Building Availability**
- 4-12-4: Building Rental Process and Fees**
- 4-12-5: Alcoholic Beverages, Drugs, or Gambling**
- 4-12-6: Nuisances**
- 4-12-7: Safety and Security**
- 4-12-8: Lost and Found Policy**
- 4-12-9 City Hall Rental Policies**
- 4-12-10 Refund Policy**

**4-12-1 Purpose.** The purpose of the Syracuse City Hall is to conduct the business needs of City residents and provide available amenities to the community to enjoy during those times when it is not otherwise in use. In order to promote the orderly and harmonious use of the City Hall's lobby and Council Chambers, this Section establishes the following procedures and rules as well as rental fees as established and adopted in the City's fee schedule. Deposits and rental fees are solely for the purpose of ensuring that these public amenities remain in good condition and to cover expenses incurred by municipal staff in overseeing reserved events and providing emergency services as necessary.

**4-12-2 Hours of Operations:** The Syracuse City Hall shall be open to the public as follows: Mondays through Fridays, from 8:00 a.m. to 5:00 p.m. City staff shall post notices on the front doors prior to the building closing during regular operating hours. City Hall will be closed on major holidays (i.e. Thanksgiving, Christmas Day, New Years Day, etc.).

**4-12-3 Building Availability:** The City Manager reserves the right to withhold reservations for any given day, during periods of availability, for any City-sponsored event or if the City Manager determines that the building requires maintenance, cleanup, repair, other work of an extraordinary nature, or the unavailability of required City personnel. Facility rentals shall be available Mondays through Fridays, from 5:00 to 11:00 p.m., and Saturdays, from 8:00 a.m. to 11:00 p.m., but no holidays. Interested parties shall not rent any portion of City Hall for events requiring the purchase of tickets or the payment of fees.

**4-12-4 Building Rental Process and Fees:**

- (A) Reservations shall be made in person through the ( ) Department, during regular business hours, in half-hour increments.
- (B) Renters shall be responsible adults, 18 years or older, and on site for the entire event.
- (C) City staff will accept reservations on a first-come first-served basis, and deposits and applicable rental fees are due upon submittal of the application.
- (D) Any person/group may rent the Syracuse City Council Chambers and/or lobby under the following conditions:
  - 1. Schedule for an available date and sign a building-rental agreement form
  - 2. Pay a deposit at time of scheduling, refunded if facility is left clean and undamaged
  - 3. Pay the hourly rate, as established in the City fee schedule
  - 4. All events/activities must be legal and in conformance with all Syracuse City Ordinances
  - 5. The following is a list of available facilities for rent with associated fees as located in the City fee schedule established and adopted by City Council:

**LOBBY**

**Small Events (<25 persons – no food or beverages)**

Resident: \$50.00 deposit and \$35.00 per hour staffing

Non-Resident: \$75.00 deposit and \$40.00 per hour staffing

**Small Events (<25 persons – with food and/or beverages)**

Resident: \$100.00 deposit and \$40.00 per hour staffing

Non-Resident: \$150.00 deposit and \$45.00 per hour staffing

**Large Events (>25 persons – no food or beverages)**

Resident: \$300.00 deposit and \$45.00 per hour staffing

Non-Resident: \$450.00 deposit and \$50.00 per hour staffing

**Large Events (>25 persons – with food and/or beverages)**

Resident: \$300.00 deposit and \$50.00 per hour staffing

Non-Resident: \$450.00 deposit and \$55.00 per hour staffing

**COUNCIL CHAMBERS**

**Small Events (<25 persons – no food or beverages)**

Resident: \$100.00 deposit and \$35.00 per hour staffing

Non-Resident: \$150.00 deposit and \$40.00 per hour staffing

**Large Events (>25 persons – no food or beverages)**

Resident: \$300.00 deposit and \$40.00 per hour staffing

Non-Resident: \$450.00 deposit and \$45.00 per hour staffing

**LOBBY AND COUNCIL CHAMBERS**

**Small Events (<25 persons – no food or beverages)**

Resident: \$150.00 deposit and \$35.00 per hour staffing

Non-Resident: \$200.00 deposit and \$40.00 per hour staffing

**Small Events (>25 persons – with food and/or beverages in lobby)**

Resident: \$200.00 deposit and \$40.00 per hour staffing

Non-Resident: \$250.00 deposit and \$45.00 per hour staffing

**Large Events (>25 persons – no food or beverages)**

Resident: \$350.00 deposit and \$50.00 per hour staffing

Non-Resident: \$400.00 deposit and \$55.00 per hour staffing

**Large Events (>25 persons – with food and/or beverages)**

Resident: \$450.00 deposit and \$55.00 per hour staffing

Non-Resident: \$500.00 deposit and \$60.00 per hour staffing

- 4-12-5 Alcoholic Beverages, Drugs, Smoking, or Gambling:** Syracuse City prohibits the sale, consumption, or possession of intoxicating liquors or beverages and dangerous or narcotic drugs and smoking or gambling of any kind in City Hall.
- 4-12-6 Nuisances:** It shall be unlawful for any person to use threatening, abusive, insulting, or indecent language, to commit any obscene or indecent act, to fight, or to create a public disturbance or nuisance within or on City Hall premises. Any person who loiters in or at City Hall while under the influence of alcohol or drugs or who otherwise disturbs the peace of others at any Syracuse City municipal building by begging, soliciting, making undue noise, or engaging in disruptive activities shall be deemed as creating a public nuisance.
- 4-12-7 Safety and Security:**
- (A) During any building rental, at least one Syracuse City employee shall be present in case of an emergency.
  - (B) Employee training: All Syracuse City employees supervising the activities of those renting the lobby or Council Chambers shall receive training in and/or be certified in the following:
    - 1. First aid/CPR
    - 2. Blood borne Pathogen exposure control

- 3. Proper evacuation of the building
- 4. How to run the equipment in the building (i.e. sound, computers, screens, etc.)

**4-12-8 Lost and Found Policy:** Syracuse City employees shall not be responsible for any lost or stolen personal property missing from any part of the building. City staff or guests should turn in found items to the front desk area of the Community Development or Utilities departments for safekeeping until such time as an owner claims them or 30 days pass from the time the finders turned in such items, after which City staff shall donate them to a nonprofit organization.

**4-12-9 City Hall Rental Policies:**

- (A) Renters shall arrive at least 15 minutes prior to the event in order to meet with City staff and walk through the lobby and restrooms, and Council Chambers when applicable, and provide and receive instructions on expected activities during the reserved time.
- (B) Renters shall sign an inspection sheet immediately prior to the onset of their event to ensure factual recordation of the building's conditions.
- (B) The rental period includes set-up and take-down time.
- (C) Cleaning supplies shall be available for patrons' use at the end of events to ensure building is left in its pre-existing condition as per the inspection report. Renters shall bag and remove all decorations, garbage, etc. A dumpster shall be available for use in the southeast corner of parking area.
- (D) No one shall enter the Council Chambers with food or beverages at any time, use fog machines, candles, or have open flames of any kind, or bring animals inside any area of City Hall that are not certified assistance pets. No one shall enter the building without being fully clothed, including shoes and shirt, or with roller blades, skateboards, or other like items for recreational use. Patrons found to be in violation of any rules of City Hall shall leave upon request.
- (E) Immediately following the event, renter shall participate in an exit inspection with City staff to record and compare the building's conditions and establish reasonable charges against the deposit amount when deemed necessary. City staff will then prepare an invoice or begin processing payment to the responsible party for the balance of their deposit, when applicable, which may take 7-10 business days for mailing. Renter shall be responsible for any violations of conduct committed by guests while using the building.

**4-12-10 Refund Policy:** All refund requests will be charged a \$20 administrative fee. Refunds may take 7-10 business days for mailing.

**SYRACUSE CITY HALL RENTAL AGREEMENT**

1979 West 1900 South  
 Syracuse, UT 84075  
 801-825-1477

**Renter's Information**

**Application Date:**

Phone Nos.:

Email Address:

Mailing Address:

|                   |               |
|-------------------|---------------|
| Purpose of Event: | Rental Date:  |
| Number of Guests: | Rental Times: |

**Purpose.** The purpose of City Hall is to conduct the business needs of City residents and provide available amenities to the community to enjoy during those times when it is not otherwise in use. In order to promote the orderly and harmonious use of the lobby and Council Chambers, the following outlines the procedures and rules as well as rental fees as established and adopted in the City's fee schedule. Deposits and rental fees are solely for the purpose of ensuring that these public amenities remain in good condition and to cover expenses incurred by municipal staff in overseeing reserved events and providing emergency services as necessary.

**Building Availability:** The City Manager reserves the right to withhold reservations for any given day during the period of availability for any City-sponsored event or if the City Manager determines that the building requires maintenance, cleanup, repair, other work of an extraordinary nature or the unavailability of required City personnel. Facility rentals shall be available Mondays-Fridays, from 5:00 to 11:00 p.m., and Saturdays, from 8:00 a.m. to 11:00 p.m., but no holidays. Interested parties shall not rent any portion of City Hall for events requiring the purchase of tickets or the payment of fees.

**Building Rental Process and Fees:** Reservations shall be made in person through the ( ) Department, during regular business hours, in half-hour increments. Renters shall be responsible adults, 18 years or older, and on site for the entire event. City staff will accept reservations on a first-come first-served basis, and deposits and applicable rental fees are due upon submittal of application. Any person/ group may rent the Chambers and/or lobby with the following conditions:

- (A) Schedule for an available date and sign a building-rental agreement form
- (B) Pay a deposit at time of scheduling, refunded if facility is left clean and undamaged
- (C) Pay the hourly rate, as shown below:

**LOBBY**

**Small Events (<25 persons – no food or beverages)**

**Resident:** \$50.00 deposit and \$35.00 per hour staffing

**Non-Resident:** \$75.00 deposit and \$40.00 per hour staffing

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**Nuisances:** It shall be unlawful for anyone to use threatening, abusive, insulting, or indecent language, to commit any obscene or indecent act, to fight, or to create a public disturbance or nuisance within or on City Hall premises. Anyone who loiters in or at City Hall while under the influence of alcohol or drugs or who otherwise disturbs the peace of others at any City municipal building by begging, soliciting, making undue noise, or engaging in disruptive activities shall be deemed as creating a public nuisance.

**Safety and Security:** During reserved events, at least one City employee shall be present in case of any emergency. Staff shall supervise events, run City equipment if needed, and provide assistance in emergencies, such as first aid/CPR, blood-borne pathogen exposure control, and proper evacuation of building.

**Lost and Found Policy:** City staff shall not be responsible for lost or stolen personal property from the building. Staff or guests should turn in found items to the front desk area of the Community Development or Utilities departments for safekeeping until an owner claims them or 30 days pass from the time the finders turned in such items, after which staff shall donate them to a nonprofit organization.

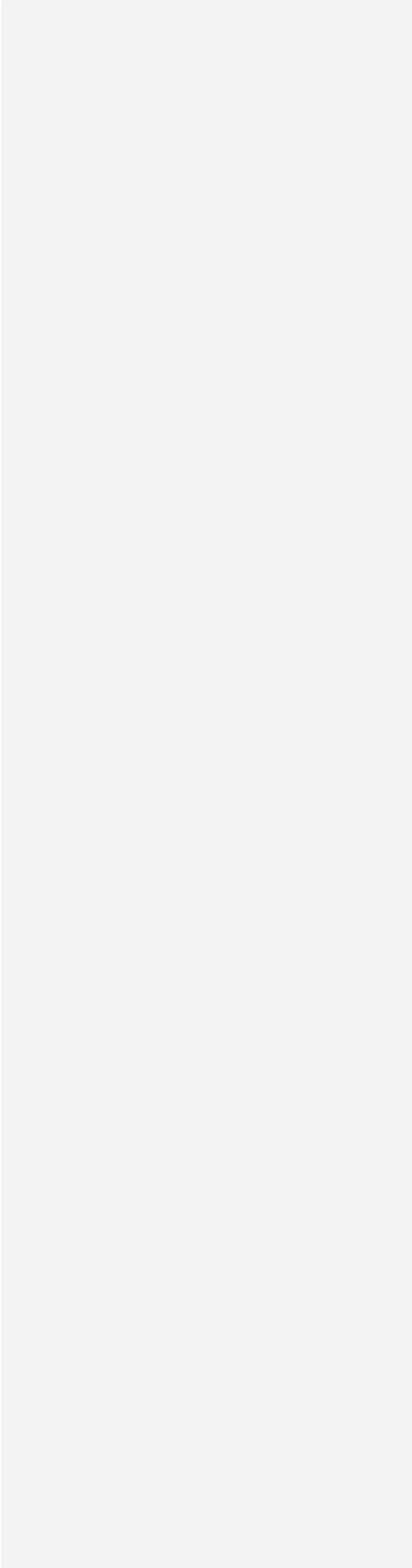
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- (C) Cleaning supplies shall be available for patrons' use at the end of events to ensure building is left in its pre-existing condition as per the inspection report. Renters shall bag and remove all decorations, garbage, etc. A dumpster shall be available in the southeast corner of parking lot.
- (D) No one shall enter the Chambers with food or beverages at any time, use fog machines, candles, or have open flames, or bring animals inside any area of City Hall that are not certified assistance pets. No one shall enter the building without being fully clothed, including shoes and shirt, or with roller blades, skateboards, or other like items for recreational use.
- (E) Immediately following the event, renter shall participate in an exit inspection with staff to record and compare building's conditions and establish reasonable charges against deposit amount when necessary. Staff will then prepare an invoice or begin processing payment to renter for balance of deposit, when applicable, which may take 7-10 business days for mailing. Renter shall be responsible for any violations of conduct committed by guests while using building.

**Refund Policy:** All refund requests will be charged a \$20 administrative fee. Refunds may take 7-10 business days for mailing.

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Date



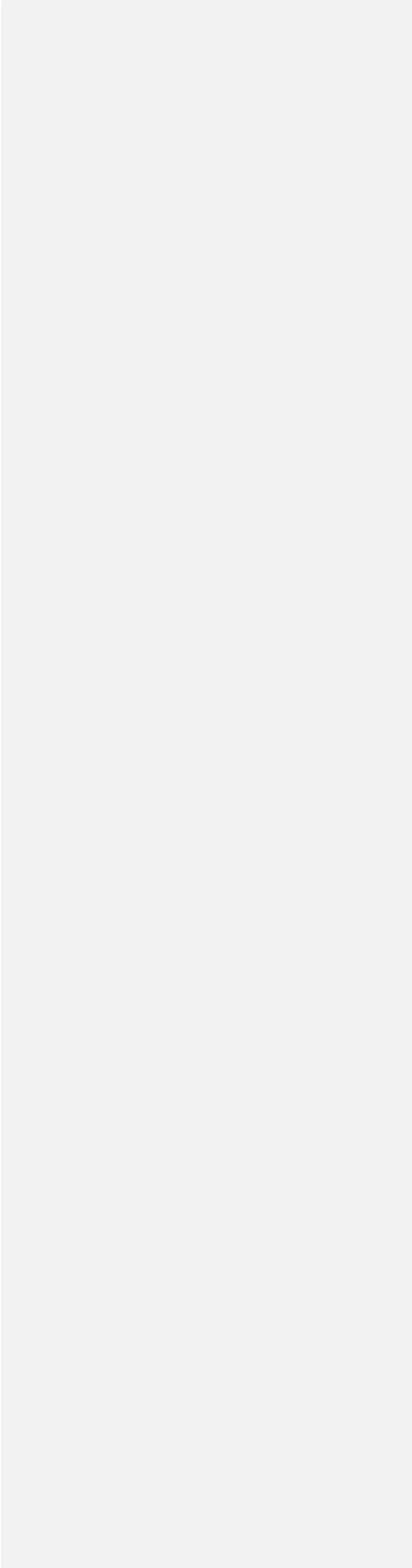
**SYRACUSE CITY HALL  
PREPARATORY INSPECTION SHEET**

1979 West 1900 South  
Syracuse, UT 84075  
801-825-1477

- Lobby floor and rugs\_\_\_\_\_
  - Fountain, wall, rocks, and plants\_\_\_\_\_
  - Lobby walls and pictures\_\_\_\_\_
  - Lobby windows and glass doors\_\_\_\_\_
  - Lobby furniture\_\_\_\_\_
  - Lobby ceiling\_\_\_\_\_
  - Drinking fountain\_\_\_\_\_
  - Men's restroom\_\_\_\_\_
  - Women's restroom\_\_\_\_\_
  - Council chambers carpet\_\_\_\_\_
  - Council chambers seats and furniture\_\_\_\_\_
  - Council chambers rolling chairs\_\_\_\_\_
  - Council chambers walls\_\_\_\_\_
  - Council chambers jury seats\_\_\_\_\_
  - Council chambers microphones and computer screens\_\_\_\_\_
  - Council chambers ceiling\_\_\_\_\_
- \_\_\_\_\_

Signature of Renter

Signature of City employee



## SYRACUSE CITY HALL EXIT INSPECTION SHEET

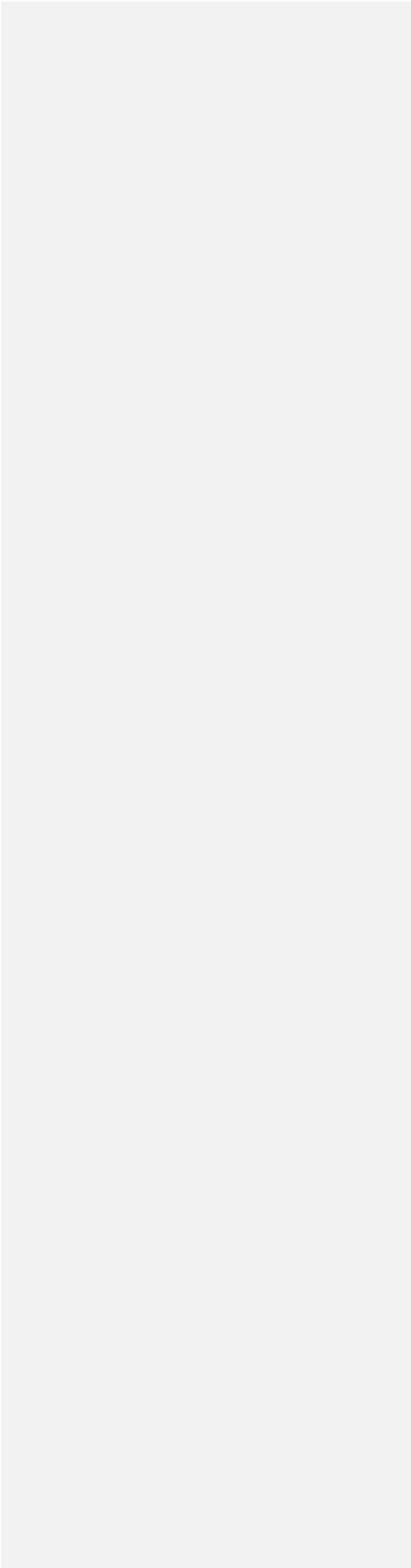
1979 West 1900 South  
Syracuse, UT 84075  
801-825-1477

- Lobby floor and rugs \_\_\_\_\_
  - Fountain, wall, rocks, and plants \_\_\_\_\_
  - Lobby walls and pictures \_\_\_\_\_
  - Lobby windows and glass doors \_\_\_\_\_
  - Lobby furniture \_\_\_\_\_
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  - Council chambers microphones and computer screens \_\_\_\_\_
  - Council chambers ceiling \_\_\_\_\_
-

Signature of Renter

Signature of City employee

\*Remove all items brought in for event and bag and remove all garbage from lobby and/or chambers.





# SYRACUSE CITY

## Syracuse City Council Special Meeting Agenda

March 27, 2012 - 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. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes.
3. Authorize Mayor to execute agreement with Siemens for Streetlight Conversion Project.
4. Accept or Deny Petition 2012-01 requesting the annexation into Syracuse City 20.56 acres of property located at approximately 3700 South 1500 West, and forward to City Recorder for certification.
5. Authorize Administration to execute agreement for the 1275 South road improvement project.
6. Authorize Administration to execute agreement for the 1700 South waterline project phase two.
7. Authorize Mayor to execute agreement for Trailside Park.
8. Proposed Ordinance No. 12-03 amending various provisions of Title 10, the Land Use Ordinance, relating to animals.
9. Councilmember Reports.
10. Mayor Report.
11. City Manager Report.
12. Consideration of adjourning into Closed Executive Session pursuant to the provisions of Section 52-4-205 of the Open and Public Meetings Law for the purpose of discussing the character, professional competence, or physical or mental health of an individual; pending or reasonably imminent litigation; or the purchase, exchange, or lease of real property (roll call vote).
13. 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 23<sup>rd</sup> day of March, 2012 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 March 23, 2012.

CASSIE Z. BROWN, CMC  
SYRACUSE CITY RECORDER

\*\*Members of the public who desire to offer a thought or invocation at Syracuse City Council Meetings shall contact the City Administrator at least two (2) weeks in advance of the meeting. Request will be honored on a first come, first serve basis. In the event there are no requests to offer a comment or prayer, the Mayor may seek opening comment or prayer from those members of the public attending the meeting or from City Staff or City Council.



# COUNCIL AGENDA

March 27, 2012

Agenda Item # 3

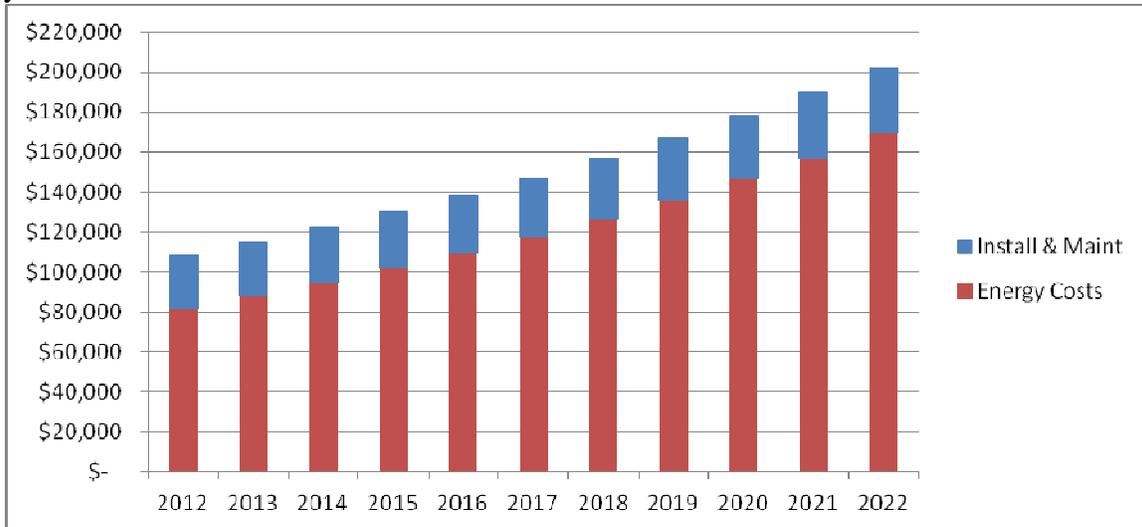
## Authorize Mayor to execute agreement with Siemens for Streetlight Conversion Project.

### *Factual Summation*

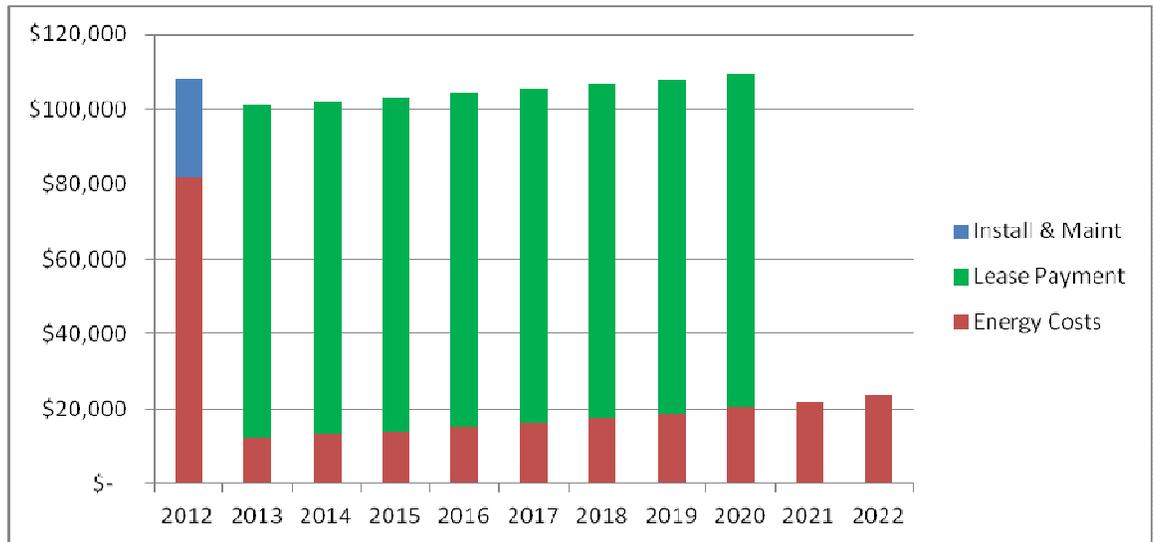
- Any questions regarding this item may be directed at Finance Director Steve Marshall.
- Please see the memo below provided by Steve Marshall.
- Please see attached annexation presentations from Siemens and Steve Marshall.

### *Memorandum*

Please see the attach power point slides and contract agreement between Syracuse City and Siemens. This agreement is to authorize city administration to move forward with the proposed street lighting project. Within our street lighting fund, our biggest expenses are for energy costs and installation & maintenance. Current estimates by Rocky Mountain power suggest that utility costs will continue to rise at 7.5% per year. Installation & maintenance costs will continue to rise at 2.5% per year. The chart below illustrates what our projected costs will be over the next 10 fiscal years. If trends continue the city will be paying in excess of \$200,000 per year compared to \$108,100 in our budget this fiscal year.



With the agreement to move forward with the street lighting project the city would agree to an 8 year capital lease with Zion's Bank to fund the costs of the project. By purchasing the light fixtures and switching to induction lighting the city will cut its energy costs and installation costs by more than the cost to fund the capital lease. See the chart below:



- My recommendation is to move forward with this project to help save tax payer dollars and to become more energy efficient (“green”).

# The City of Syracuse, Utah



Streetlight Conversion Project  
Presented by Siemens Industry, Inc.  
Building Technologies Division

# Project Highlights

- “Budget Neutral” – Projects savings fund the project
- “Cash Flow Positive” – In all project years
- “Owned Infrastructure” – Significant reduction in Maintenance Costs
- “Extended Warranty”- Material Warranty extends beyond payback period

Pollutants and CO2 Equivalent	Annual Reduction	10 Year Reduction
<b>Emissions Reductions</b>		
CO2 (lbs)	425,079	4,250,790
NOx (lbs)	709	7,090
Sox (lbs)	432	4,320
<b>CO2 Reduction Equivalents</b>		
Acres of Forest Preserved	1.4	14.0
Railcars of Coal	1.0	10.0
Cars Driven for a Year	37.5	375.0

# Project Overview and Assumptions

- ✓ Existing O&M Cost \$80,000
- ✓ After-Project First Year O&M Cost \$12,000
- ✓ Existing Annual kwh usage 443,843
- ✓ After-Project Annual kwh usage 150,035
- ✓ Annual Energy Escalation Rate 7.5%
- ✓ Annual Operations Escalation Rate 2.5%
- ✓ Project Scope includes City-wide Street Lighting, Parks and Parking Lot Lighting

## Financing and Legal

- RFP for Financial Services has been completed
- Contract has been reviewed by Syracuse and Siemens Legal
- Contract Exhibits; Scope, Warranty, Cash Flows are in final review

# City Street Light Appearance Comparison



City Hall



Public Works



Main Decorative



Main Cobra Head



Residential  
Town&Country



Residential  
Decorative

# Life Cycle Comparison

## Annual Costs-Assume 18 Year Cycle

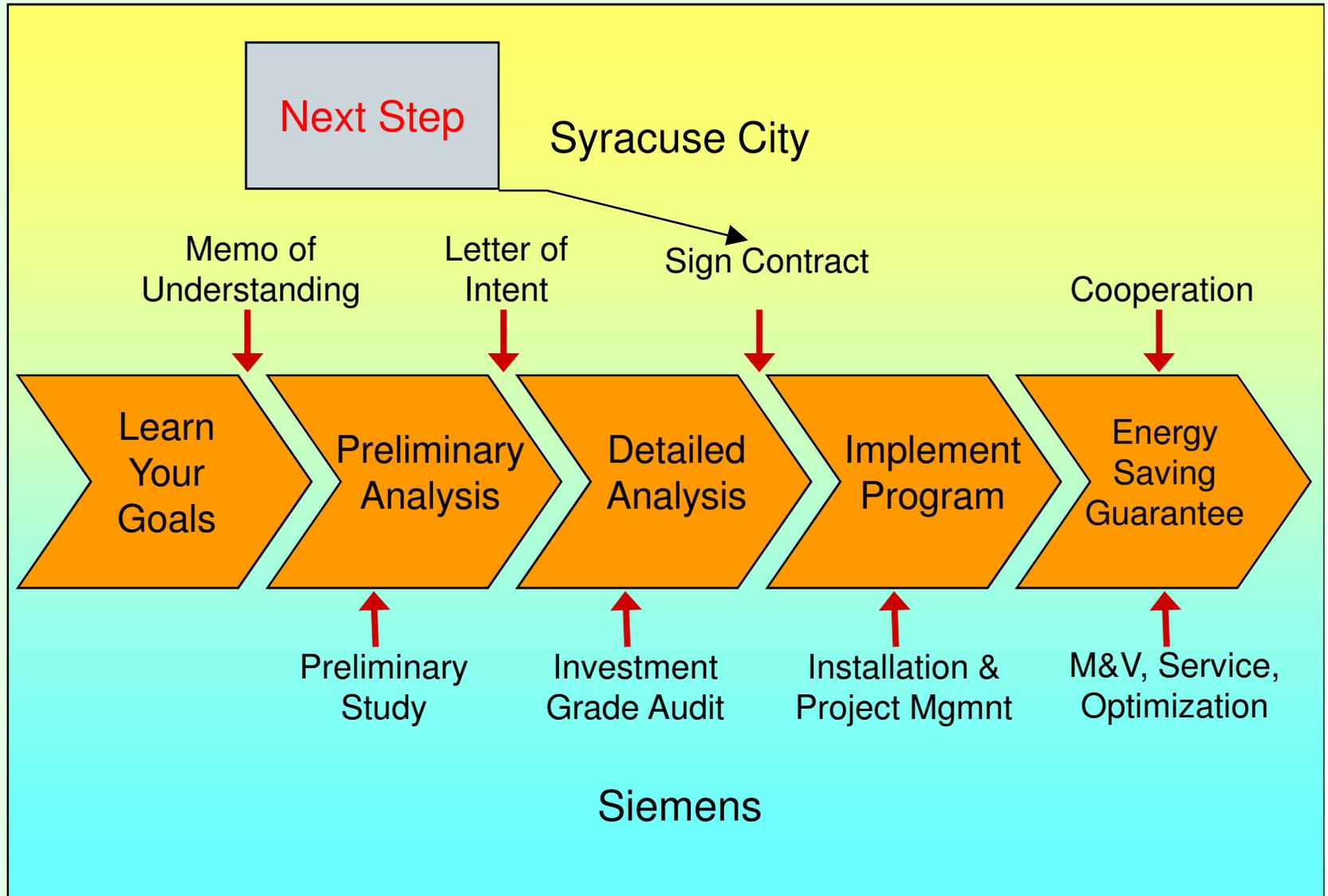
	Incand	MV	HPS	MH (Pulse)	Induction	LED
First Cost	\$185	\$185	\$185	\$209	\$450	\$650
MTF* Hrs.	4000	24,000+	24,000+	16,000	100,000	70,000
Req'd Wattage**	650	296	117	117	70	78
Maint. & Depr.	\$93.28	\$35.29	\$34.39	\$68.11	\$29.98	\$54.78
Energy	\$173.22	\$78.82	\$31.18	\$23.98	\$18.65	\$21.18
<b>Total</b>	<b>\$266.50</b>	<b>\$114.11</b>	<b>\$65.57</b>	<b>\$92.09</b>	<b>\$48.63</b>	<b>\$75.96</b>

\*Mean Time to Failure \*\*Includes Ballast Wattage

#### Assumptions:

- Energy @ \$.065/kwh
- Labor/equipment cost per trip- \$88.00
- Not included ; escalation or cost of money
- Assume Percentage Failure based on MTF
- Standard mast arm and cobra-head on utility pole
- 100W equivalent

# Performance Contracting Process Overview





SYRACUSE  
EST. CITY 1835

# Street Lighting Project

March 27, 2012

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SYRACUSE  
EST. CITY 1835

## FACTS

- Current budgeted costs in street lighting fund:
    - Maintenance - \$4,000
    - Installation - \$22,000
    - Energy costs - \$82,000
    - Bad Debt Exp - \$100
    - Total - \$108,100
-



SYRACUSE  
EST. CITY 1935

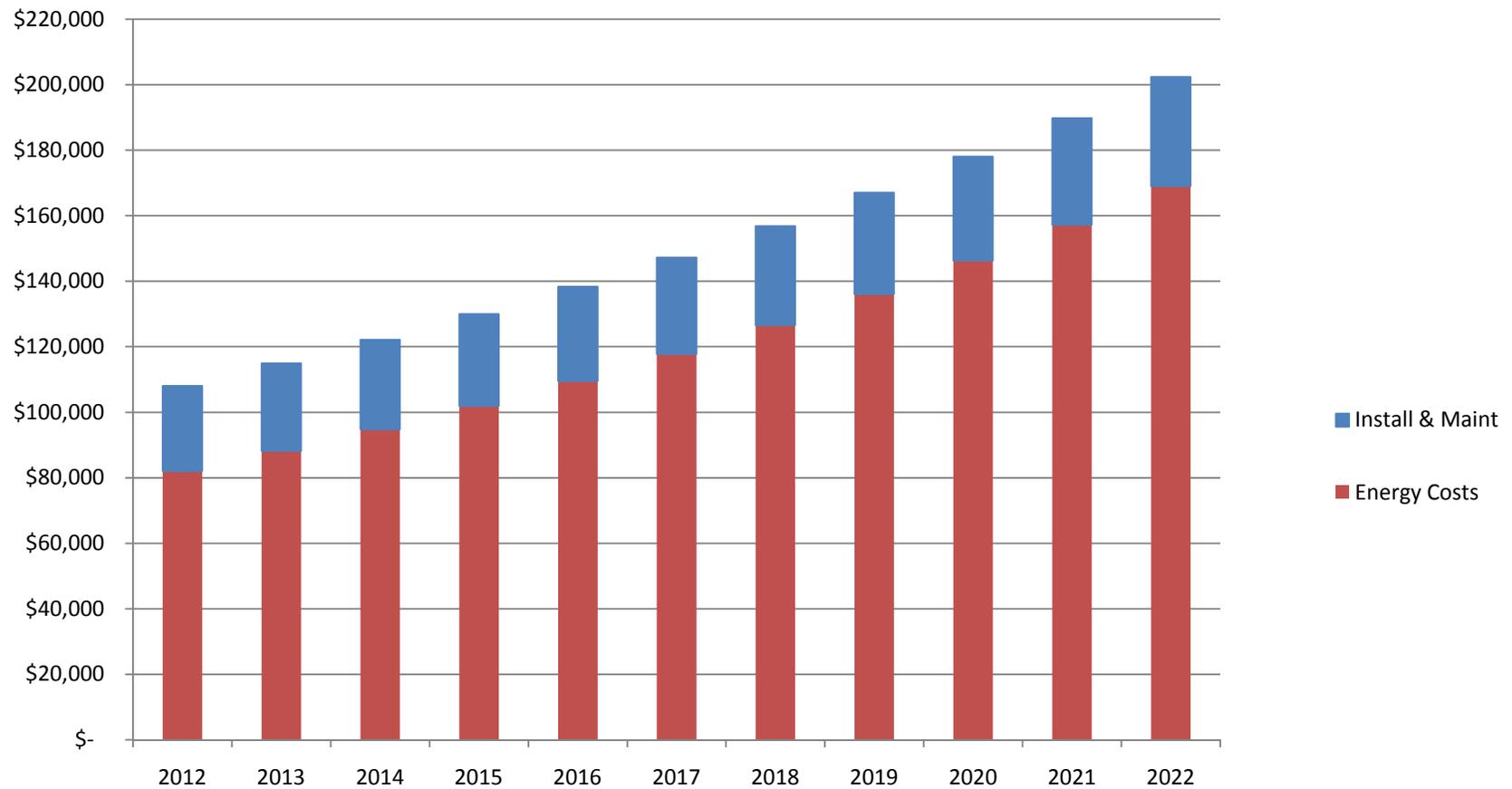
## FACTS

- **Current market factors suggest that energy costs and maintenance costs will escalate at 7.5% and 2.5% respectively each year.**
-



SYRACUSE  
EST. CITY 1835

# CURRENT CONDITIONS





SYRACUSE  
EST. CITY 1835

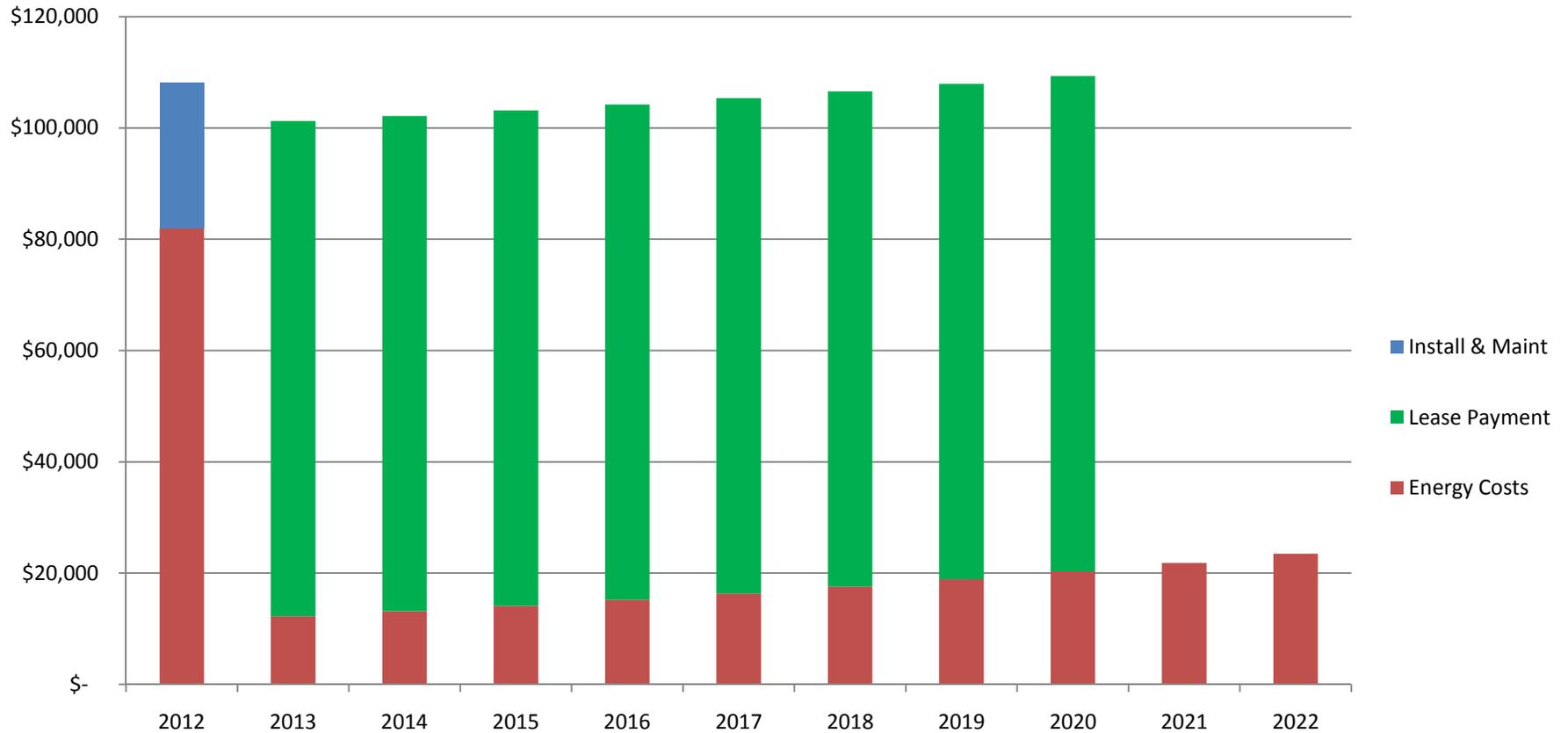
## FACTS

- If we move ahead with this street lighting project we will cut our energy cost by approximately 85%.
    - Currently from \$82,000 to an estimated \$12,500 per year.
  - We will cut our maintenance costs by 100% since the lights have a 10 year parts guarantee with an estimate useful life of 18-20 years.
    - Currently from \$26,100 to \$0.
    - Any failure in lights would result in free parts sent to the city and city staff installing the replacements.
-



SYRACUSE  
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# FUTURE CONDITIONS





SYRACUSE  
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## Recommendation

- Move forward with the project. After the capital lease is paid back our ongoing costs will drop to an estimated \$24,000 in FY2022 versus our current condition in which we exceed \$200,000 in FY2022.
-

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# **PERFORMANCE CONTRACTING AGREEMENT**

between

**City of Syracuse, Corp.**

and

**Siemens Industry, Inc.,  
Building Technologies Division**

## TABLE OF ARTICLES

1. Agreement
2. Glossary
3. General
4. Performance Guarantee
5. Work by SIEMENS
6. The CITY's Responsibilities
7. Changes and Delays
8. Compensation
9. Acceptance
10. Insurance and Allocation of Risk
11. Hazardous Material Provisions
12. Miscellaneous Provisions
13. Maintenance Services Program

# PERFORMANCE CONTRACTING AGREEMENT

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Number: SAP JOB NUMBER

## Article 1 AGREEMENT

THIS **PERFORMANCE CONTRACTING AGREEMENT** ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012 (the "Effective Contract Date", defined below), by and between Siemens Industry, Inc., Building Technologies Division ("SIEMENS") and the party identified below as the CITY.

**The CITY:** Syracuse City Corporation  
1979 West 1900 South  
Syracuse, Utah 84075

DESIGNATED REPRESENTATIVE: Bob Rice  
PHONE: 801-825-1477

**Siemens Industry, Inc., Building Technologies Division**  
1000 Deerfield Parkway  
Buffalo Grove, Illinois 60089

With offices at: [Insert branch address]

DESIGNATED REPRESENTATIVE:  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

For Work and Services in connection with the following project (the "Project"):

Syracuse Street Lighting

The CITY considered performing the following FIMs but at this time, has determined to exclude them from the Scope of Work and Services, Exhibit A:

**[List FIMS not part of this project that were considered and may be performed via amendment at a later date]**

# PERFORMANCE CONTRACTING AGREEMENT

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## Articles and Attachments

This Agreement consists of this document, which includes the following articles and exhibits which are acknowledged by the CITY and SIEMENS and incorporated into the Agreement by this reference:

### Articles

1. Agreement
2. Glossary
3. General
4. Performance Guarantee
5. Work BY SIEMENS
6. The CITY's Responsibilities
7. Changes and Delays
8. Compensation
9. Acceptance
10. Insurance and Allocation of Risk
11. Hazardous Material Provisions
12. Miscellaneous Provisions
13. Maintenance Services Program

### Exhibits

- |           |                            |
|-----------|----------------------------|
| Exhibit A | Scope of Work and Services |
| Exhibit B | Payment Schedule(s)        |
| Exhibit C | Performance Assurance      |
| Exhibit D | Addendum No. 1             |

This Agreement, when executed by an authorized representative of the CITY and authorized representatives of SIEMENS, constitutes the entire, complete and exclusive agreement between the Parties relative to the project scope stated in Exhibit A. This Agreement supersedes all prior and contemporaneous negotiations, statements, representations, agreements, letters of intent, awards, or proposals, either written or oral relative to the same, and may be modified only by a written instrument signed by both Parties.

## COMPENSATION/TERMS OF PAYMENT:

As full consideration for the performance of the Work and Services set forth in Exhibit A, and for the Performance Assurance set forth in Exhibit C, the CITY shall pay SIEMENS in such manner and amounts as agreed to in Exhibit B.

Agreed for **Syracuse City, Corp.**

(Signature) by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

(Signature) by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Agreed for **Siemens Industry, Inc.**

(Signature) by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

(Signature) by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

# PERFORMANCE CONTRACTING AGREEMENT

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## Article 2

### Glossary

The following terms shall for all purposes have the meanings stated herein, unless the context otherwise specifies or requires, or unless otherwise defined in the Agreement:

**“Acceptance”** means the CITY has signed, or is deemed to have signed, a Certificate of Substantial Completion.

**“Acceptance Date”** means the date on which the CITY signs or is deemed to have signed a Certificate of Substantial Completion.

**“Annual Performance Assurance Report”** means the document prepared by SIEMENS and submitted to the CITY as part of the Performance Assurance Service Program, which identifies the Savings achieved for the applicable Annual Period.

**“Annual Period”** means a twelve (12) month period beginning on the Guarantee Date or on any anniversary date thereof.

**“Annual Realized Savings”** means the actual Savings achieved by the CITY during an Annual Period, calculated as the sum of the Measured & Verified Savings plus the Stipulated Savings.

**“Applicable Law”** means laws, ordinances, codes, rules and regulations applicable to the Work and in effect on the Effective Contract Date.

**“Baseline”** means the measurements of Facility energy usage taken prior to the Effective Contract Date, and the Facility operating practices in effect prior to the Effective Contract Date, as set forth in the Performance Assurance, Exhibit C.

**“Baseline Period”** means the period of time from which data is provided to SIEMENS to derive the Baseline measurements. The Baseline Period is set forth in the Performance Assurance, Exhibit C.

**“BTU”** means a British Thermal Unit and is a unit of thermal energy.

**“Capital Off-Set Savings”** means a sub-category of Operational Savings where Savings will result in a cost effective upgrade to the Facility to address one or more of the following issues: potential future increased costs, comfort, code non-compliance, usage requirements, user needs and/or expectations.

**“Certificate of Substantial Completion”** means the document indicating that the Work, or a designated portion of the Work, is Substantially Complete in accordance with the Agreement.

**“CITY Representative”** means the person identified to SIEMENS by the CITY as the person authorized to make decisions on behalf of the CITY as set forth in Section 6.1(a) hereof.

**“Construction Period”** means the period between the Effective Contract Date and the first day of the month following the date of Substantial Completion.

**“Construction Period Savings”** means the actual accumulated Measured & Verified Savings plus the Stipulated Savings achieved from the Effective Contract Date until the Guarantee Date.

**“Contracted Baseline”** means the post-FIM-implementation Facility operating profile based on parameters described in Exhibit C, which the CITY shall maintain throughout the Performance Guarantee Period and are relied upon by SIEMENS for the calculation of Guaranteed Savings as provided in the Performance Assurance, Exhibit C. The Contracted Baseline must also include stipulated hours of operation and plug-loads for all Facilities, and must include stipulated blended, or non-blended, utility rates.

**“Deferred Maintenance”** means a sub-category of Operational Savings where Savings result from a reduction of current or potential future repair and maintenance costs due to certain work being performed hereunder where such work had been previously postponed.

**“Deliverables”** shall mean collectively, (a) any Equipment and any Software Product deliverable to CITY from SIEMENS under or in connection with the Work, and (b) any Work Product Deliverables.

**“Effective Contract Date”** is the date appearing at the top of this Agreement, unless specifically indicated otherwise.

**“Energy Conservation Measure”** or **“ECM”** means the SIEMENS’ Products and/or other third party equipment, devices, materials and/or software as installed by SIEMENS at the Facilities, or as repaired or replaced by SIEMENS or the CITY hereunder, for the purpose of improving the efficiency of utility consumption.

**“Equipment”** means the physical equipment to be provided by SIEMENS as described in the Scope of Work and Services, Exhibit A.

**“Escalation Rate”** means an annual percentage increase to be applied to the previous year’s energy savings, operational savings and service pricing, beginning and occurring on dates outlined in the Performance Assurance, Exhibit C. A different

## PERFORMANCE CONTRACTING AGREEMENT

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Escalation Rate may be applied to differing Savings calculations and/or payment schedules depending on the percentage agreed upon by the Parties.

**“Facility” or “Facilities”** means the building(s) or structure(s) where Work will be installed or implemented.

**“Facility Improvement Measures” or “FIMs”** means the (i) Instruments, know-how and Intellectual Property, including but not limited to methods and techniques for energy conservation, owned or licensed by SIEMENS and employed by SIEMENS to perform the Work and Services under this Agreement; and, (ii) the installation of Equipment and Software Products with the intent of generating net savings or efficiencies at or in connection with the operation of the Facilities. A FIM may include one or multiple ECMs as well as any non-conservation-related activities, means or methods.

**“FEMP”** means the Federal Energy Management Program managed by the United States Department of Energy.

**“FEMP Guidelines”** means the FEMP M&V Guidelines v. 3.0 published by FEMP as *M&V Guidelines; Measurement and Verification for Federal Energy Management Projects*.

**“Guarantee Date”** means the first day of the month following the date on which the CITY executes the final Certificate of Substantial Completion, thus indicating that the Construction Period is complete.

**“Guaranteed Annual Savings”** are the Guaranteed Measured & Verified Savings plus the Stipulated Savings that SIEMENS guarantees will be achieved in an Annual Period of the Performance Guarantee Period.

**“Guaranteed Measured & Verified Savings”** means the Measured & Verified Savings that SIEMENS guarantees will be achieved, as described in the Performance Assurance, Exhibit C.

**“Guaranteed Savings”** means the amount of Savings that SIEMENS guarantees will be achieved at the Facility during the Performance Guarantee Period, as identified in the Performance Assurance, Exhibit C as subject to the limitation identified in Section 4.8.

**“Hazardous Materials”** refers to the definition found in Section 11.1.

**“Instruments”** means all know-how, tools and related documentation owned or licensed by SIEMENS and used by SIEMENS to install or commission Equipment and Software Products for operation at the Facility, including but not limited to tools for installing any Software Products in Equipment, performing diagnostics on Equipment as installed in the Facility as well as any reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for SIEMENS and used by SIEMENS to provide an ECM or a FIM. Instruments excludes Work Product Deliverables.

**“Intellectual Property Rights” or “Intellectual Property”** means all trade secrets, patents and patent applications, trade marks (whether registered or unregistered and including any goodwill acquired in such trade marks), services marks, trade names, internet domain names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in inventions (whether patentable or not) including, but not limited to, any and all renewals or extensions thereof, and all other proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world, including, but not limited to, any and all renewals or extensions thereof.

**“IPMVP”** means the International Performance Measurement and Verification Protocol, Volume 1, EVO 10000-1.2007 as prepared by the Efficiency Valuation Organization.

**“kW” and “kWh”** means kilowatt and kilowatt hour, respectively.

**“Maintenance Services Program” or “MSP”** means the Services performed by SIEMENS to maintain the Equipment in good working order. The MSP may also contain Services unrelated to the maintenance of the Equipment. If applicable, the MSP is more fully described in the Scope of Work and Services, Exhibit A.

**“Material Change”** means a measurable deviation in the Contracted Baseline such that there is an adverse impact on the Annual Realized Savings which results or will result in a Savings Shortfall.

**“Measured & Verified Savings”** means those Savings that can be calculated and ascertained by the methodology set forth in the Performance Assurance, Exhibit C.

**“Oil”** refers to the definition found in Section 11.1.

**“Operational Savings”** means Savings derived from reduced operational expenses, including but not limited to, Deferred Maintenance, or Capital Off-Set Savings. Operational Savings can only be expressed in monetary value and are Stipulated Savings.

**“Parties”** means the CITY and SIEMENS.

## PERFORMANCE CONTRACTING AGREEMENT

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**“Performance Assurance”** is the process of ascertaining whether the FIMs are performing at the level necessary to achieve the Guaranteed Savings.

**“Performance Assurance Services Program” or “PASP”** means the Services required to monitor the operation of the FIMs so that SIEMENS can provide the Annual Performance Assurance Report detailing the Annual Realized Savings and comparing the same to the Annual Guaranteed Savings based upon the calculations agreed to by the Parties in the Performance Assurance, Exhibit C. The Services provided under the PASP are described in the Scope of Work and Services, Exhibit A.

**“Performance Guarantee”** means the guarantee that SIEMENS makes to the CITY which is reconciled and confirmed through the Performance Assurance process set forth in the Performance Assurance, Exhibit C.

**“Performance Guarantee Period”** means the timeframe from the Guarantee Date to the last day of the final Annual Period as described in Table 1.1 of the Performance Assurance, Exhibit C, or the period from the Guarantee Date until the termination of this Agreement, whichever occurs earlier.

**“Permitted Users”** means the CITY, its employees and agents.

**“Savings”** means the Parties’ intended result from implementing all FIMs. Savings can be derived from reductions in energy or utility consumption, reductions in operating expenses, a changed utility rate classification or a combination thereof. The Savings that are achieved from reduced energy or utility consumption are converted to a dollar figure based upon the calculation in Article 4.1.1 and as detailed in the Performance Assurance, Exhibit C. When converted to a dollar figure, these Savings become energy cost savings. Operational Savings are only expressed in a dollar figure.

**“Savings Shortfall”** means the Annual Realized Savings less the Guaranteed Annual Savings for the Annual Period resulting in an amount less than zero.

**“Services”** means those services to be provided by SIEMENS as described in the Scope of Work and Services, Exhibit A.

**“SIEMENS Pre-existing Intellectual Property”** means any Intellectual Property: (i) that has been conceived or developed by an employee or subcontractor of SIEMENS before SIEMENS performs any Work or Services under this Agreement; (ii) that is conceived or developed by such employee or subcontractor at any time wholly independently of SIEMENS performing the Work under this Agreement; or, (iii) if developed while performing the Work under this Agreement, where the development of Intellectual Property for the benefit of the CITY is not expressly identified as a FIM or part of a FIM. SIEMENS Pre-existing Property is included in all reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for SIEMENS.

**“SIEMENS Product”** means a product, including Software Product and/or Equipment, offered for sale or license by SIEMENS or its affiliates or subsidiaries and developed prior to performing the Work or SIEMENS rendering services in connection with this Agreement. A SIEMENS Product also includes improvements or modifications to any Equipment and any Software Product developed by SIEMENS or developed as part of the Work, including any SIEMENS Product that is configured or modified for operation at a site specified by the CITY. Any information that is provided by the CITY and incorporated into a SIEMENS Product is not, by itself, a SIEMENS Product. A compilation of such information and the product of such compilation is not itself a SIEMENS Product.

**“Software Product”** means any software that is owned or licensed by SIEMENS or its affiliates and that is either separately deliverable for use in the Equipment or for use in a computer system owned by the CITY or delivered as firmware embedded in the Equipment.

**“Stipulated Savings”** are a sub-category of Guaranteed Savings that do not require post-FIM implementation measurement and verification because they are agreed upon by the Parties based upon representations made to SIEMENS by the CITY and through the application of generally accepted analytical formulae. As such, Stipulated Savings are agreed upon in advance by the Parties and cannot be changed. When used as a methodology for representing a FIM’s energy savings, such methodology is not recognized as a measurement and verification methodology under IPMVP. Therefore, where the IPMVP measurement methodologies are required, a methodology other than Stipulated Savings must be used to calculate energy savings.

**“Substantial Completion” or “Substantially Complete”** means the Work, or any identifiable portion thereof, is sufficiently complete, in accordance with the provisions of this Agreement relating to the Scope of the Work and Services, Exhibit A, such that the CITY will be able to realize from such Work substantially all of the practical benefits intended to be gained therefrom, or otherwise employ the Work or the FIMs for their intended purposes. To the extent that the Work requires multiple Acceptances, the Work’s final Substantial Completion date shall determine the Guarantee Date.

**“Therm”** is a measure of energy equal to 100,000 BTUs.

## PERFORMANCE CONTRACTING AGREEMENT

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**“Total Guaranteed Savings”** means the sum of the Savings that are guaranteed for all Annual Periods during the Performance Guarantee Period (inclusive of the Construction Period, if applicable). The Total Guaranteed Savings are reflected in Tables 1.1 and 1.2 in the Performance Assurance, Exhibit C.

**“Work”** means collective labor, Equipment and services comprising the FIMs to be performed by SIEMENS, as described in the Scope of Work and Services, Exhibit A.

**“Work Product Deliverable”** means the tangible form of a report or drawing specifically developed for, commissioned by and deliverable to the CITY in connection with the Work to be performed by SIEMENS under this Agreement.

### Article 3

#### General

- 3.1 The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm’s length and among the Parties equally sophisticated and knowledgeable as to the subject matter of this Agreement. Each party has conferred, or has had the opportunity to confer, with their respective legal counsel. Accordingly, in the event any claim is made relating to any conflict, omission, or ambiguity in this Agreement, no presumption, burden of proof, or persuasion shall be implied by virtue of the fact that this Agreement was drafted by or at the request of a particular party or its legal counsel.
- 3.2 The CITY hereby engages and SIEMENS hereby accepts the engagement to perform and to provide the Work and Services set forth in Exhibit A in accordance with the terms and conditions of this Agreement.
- 3.3 SIEMENS shall perform the Work as an independent contractor with exclusive control of the manner and means of performing the Work in accordance with the requirements of this Agreement. SIEMENS has no authority to act or make any agreements or representations on behalf of the CITY. This Agreement is not intended, and shall not be construed to create, between the CITY and SIEMENS, the relationship of principal and agent, joint-venturers, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of SIEMENS shall be, or shall be deemed to be, an employee or agent of the CITY.
- 3.4 SIEMENS represents, warrants and covenants to the CITY that:
- (a) It has all requisite corporate power to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of SIEMENS’s organizational documents, any Applicable Law, or any agreements with third parties;
  - (b) It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the Agreement;
  - (c) This Agreement is the legal, valid and binding obligation of SIEMENS, in accordance with its terms, and all requirements have been met and procedures have been followed by SIEMENS to ensure the enforceability of the Agreement;
  - (d) To SIEMENS’s best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting SIEMENS that affects the validity or enforceability of this Agreement; and,
  - (e) It is duly authorized to do business in all locations where the Work and Services are to be performed, and
  - (f) SIEMENS has consulted with its legal counsel and is relying on the advice of its counsel concerning its legal obligations under this Agreement, and is not relying on the CITY in this regard.
- 3.5 The CITY represents, warrants and covenants to SIEMENS that:
- (a) It has all requisite corporate power and/or statutory authority to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of the CITY’s organizational documents, any Applicable Law, or any agreements with third parties;
  - (b) It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the Agreement;
  - (c) This Agreement is the legal, valid and binding obligation of the CITY, in accordance with its terms, and all requirements have been met and procedures have been followed by the CITY to ensure the enforceability of the Agreement;
  - (d) To the CITY’s best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting the CITY that affects the validity or enforceability of this Agreement; and,

## PERFORMANCE CONTRACTING AGREEMENT

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- (e) The CITY has consulted with its legal counsel and is relying on the advice of its counsel concerning all legal issues related to this Agreement, and is not relying on SIEMENS in this regard.

### Article 4

#### Performance Guarantee

- 4.1 The Annual Realized Savings generated during each Annual Period will be no less than the Guaranteed Annual Savings as shown in Tables 1.1 and 1.2 of the Performance Assurance, Exhibit C, subject to the limits in Section 4.8. The measurement and verification calculation methodology for determining the Savings is set forth in the Performance Assurance, Exhibit C.
- 4.1.1 General. Except as otherwise provided, energy savings will be calculated for each month of each Annual Period as the product of (a) “units of energy saved” (kWh, Therms, GJ, etc.) multiplied by (b) “cost of energy.”
- (a) Units of energy saved are calculated by 1) assuming the Contracted Baseline has been maintained per Section 4.3 below, and 2) subtracting the then current period measured units of energy consumed from the Baseline units of energy defined in Article 5 of Exhibit C.
- (b) Costs of energy are defined in Article 6 of Exhibit C-Utility Rate Structures and Escalation Rates.
- 4.2 Any future Escalation Rates to be applied to utility, energy or other costs are set forth in Exhibit C. SIEMENS and the CITY agree that the Baseline data set forth in Exhibit C is a full and accurate reflection of the existing Facility, equipment, operation, business use and energy usage, and that such Baseline data will be the basis on which all future energy use will be compared in order to determine the Annual Realized Savings.
- 4.3 SIEMENS and the CITY agree that the Contracted Baseline fully described in Exhibit C will represent the new operating and/or equipment profile of the Facility resulting from the FIM implementation. The Performance Guarantee is dependent upon and is subject to the express condition that the CITY operates and maintains its Facilities within the Contracted Baseline parameters, as may be adjusted in accordance with the terms herein, during the entire term of the Performance Guarantee Period.
- 4.4 The CITY agrees to notify SIEMENS prior to or within thirty (30) days of CITY’s knowledge of any Material Change.
- 4.5 Within thirty (30) days of notice of a Material Change, SIEMENS’s discovery of a Material Change and with prompt notice to CITY, SIEMENS will either:
- (a) Require a ~~negotiated~~ adjustment to the Performance Assurance and the Performance Guarantee as a result of the Material Change; or,
- (b) Where a commercially reasonable adjustment to the Performance Guarantee is unavailable, terminate both the Performance Assurance and the Performance Guarantee.
- 4.6 A Performance Guarantee Period savings reconciliation as identified in Section 4.1 will be performed at the end of each Annual Period as follows:
- (a) Within ninety (90) days of the Guarantee Date, the Construction Period Savings shall be reconciled and applied to the calculation of the first Annual Period’s Annual Realized Savings.
- (b) At the conclusion of each Annual Period, SIEMENS will calculate the Annual Realized Savings and compare the calculated amount to the applicable Guaranteed Annual Savings amount.
- (c) Where the Annual Realized Savings are less than the Guaranteed Annual Savings, a Savings Shortfall shall be recorded for the applicable Annual Period.
- (d) A Savings Shortfall shall be paid by SIEMENS within sixty (60) days following the CITY’s acceptance of the reconciliation and once paid SIEMENS shall have fulfilled its obligations under the Performance Guarantee for the applicable Annual Period.
- 4.6.1 As the mutual goal of the Parties is to maximize Savings, if SIEMENS can correct a Savings Shortfall through an operational improvement at no expense or material inconvenience to the CITY and without future operational expenses, and the CITY declines to allow such operational improvement, then any future Savings Shortfall that the improvement would have corrected will be negated by deeming the value of the Savings Shortfall as Savings achieved and adding the amount of same to the Annual Realized Savings calculations for each Annual Period thereafter.
- 4.7 The Performance Guarantee is dependent upon and is subject to the express condition that the CLIENT maintains the PASP during the entire Performance Guarantee Period. If the CLIENT fails to maintain, breaches, cancels or otherwise causes the termination of the PASP then; (a) The Performance Guarantee shall terminate immediately and be void

## PERFORMANCE CONTRACTING AGREEMENT

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and of no force or effect; or, (b) Where termination of the Performance Guarantee acts to render the Agreement in violation of Applicable Law, all Guaranteed Savings thereafter shall be determined to have been achieved and SIEMENS shall have been deemed to have met its Performance Guarantee obligations under this Agreement for each and every Annual Period thereafter without the obligation to provide the CITY, or any third-party as the case may be, with any further Annual Performance Assurance Reports.

- 4.8 The payments and credits based on Savings Shortfalls, if any, are the sole remedy of the CLIENT under this Performance Guarantee. ANY PAYMENTS MADE OR TO BE MADE TO THE CITY UNDER THE TERMS OF THIS PERFORMANCE GUARANTEE SHALL NOT EXCEED THE PAYMENTS ACTUALLY MADE BY CITY TO EITHER SIEMENS AND/OR A THIRD-PARTY (IN THE EVENT THAT THE CITY HAS FINANCED THE TRANSACTION) FOR THE AGGREGATE OF: THE PRICE, AS DEFINED IN EXHIBIT B, ARTICLE 1.1; THE PASP PAYMENTS; THE MSP PAYMENTS, IF ANY; AND, IF APPLICABLE, THE CITY'S COST OF FINANCING THE WORK. The CITY's cost of financing the Work is the cost of financing calculated either: (a) On the date that the escrow account is funded in accordance with Exhibit B, Article 1.2; or, (b) On the Effective Contract Date if the escrow requirement is expressly waived by SIEMENS.
- 4.9 The CITY represents that all existing equipment that is not installed by SIEMENS under this Agreement but is deemed necessary to achieve the Performance Guarantee, is in satisfactory working condition. Prior to the beginning of the Performance Guarantee Period, SIEMENS will have inspected all such existing equipment and reported any deficiencies to the CITY. To the extent that the deficiencies are not remedied by the CITY prior to the Guarantee Date, the adverse affect on the ability of the Project to attain the necessary Guaranteed Savings shall be factored into the Annual Performance Assurance Report and, if necessary, the Performance Guarantee shall be adjusted accordingly.
- 4.10 If the Equipment or the existing equipment is altered or moved by any person (including the CITY) other than SIEMENS or a person authorized by SIEMENS, the CITY shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or if necessary a re-commissioning of, the system at the CITY's expense in order to determine if a Material Change has occurred.
- 4.11 SIEMENS will have no liability or obligation to continue providing PASP Services or any Guaranteed Savings under the Performance Guarantee in the event that the CITY fails to:
- (a) Authorize a re-acceptance test or re-commissioning that SIEMENS reasonably deems necessary in order to determine if a Material Change has occurred;
  - (b) Provide access to any Facility where Work is to be performed;
  - (c) Service and maintain all Equipment in accordance with the manufacturers' recommendations in order to prevent a Savings Shortfall; or,
  - (d) Provide SIEMENS with accurate Facility operating information as soon as such information becomes reasonably available to the CLIENT, including energy usage and cost, executed preventive maintenance and repair records, building or equipment additions, and occupancy levels during each Annual Period.
- 4.12 Unless expressly contrary to Applicable Law, should the CITY decide to discontinue the PASP before the end of the Performance Guarantee Period for any reason other than breach by SIEMENS, the CITY will give SIEMENS thirty (30) days prior written notice and in such notice indicate that the CITY has selected one of the following:
- (a) The CITY will re-invest the avoided cost of cancellation of the PASP into Facility improvements and services that improve the overall Facility's performance and which improvements and services are implemented by SIEMENS; or,
  - (b) The CITY will pay to SIEMENS % of the remaining value left in the PASP Annual Period, as a liquidated damage and not as a penalty, to compensate SIEMENS for SIEMENS's up-front costs and expenses in preparing to perform the PASP as contracted for the Annual Period.
- 4.13 Unless expressly contrary to Applicable Law, any disputes concerning the calculation of the Annual Realized Savings or changes to the Contracted Baseline that are not resolved by negotiation between the Parties within thirty (30) days of the notice of the dispute, will be resolved by a third-party professional engineering firm which is reasonably acceptable to both SIEMENS and the CITY. The determination of such firm will be final and binding upon CITY and SIEMENS. SIEMENS and the CITY will each be responsible for half of the fees of such firm.

# PERFORMANCE CONTRACTING AGREEMENT

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## Article 5

### Work by SIEMENS

- 5.1 SIEMENS will perform the Work expressly described in this Agreement and in any work release documents or change orders that are issued under this Agreement and signed by both Parties. The Work performed by SIEMENS shall be conducted in a workmanlike manner.
- 5.2 SIEMENS shall perform the Work during its normal hours, Monday through Friday inclusive, excluding holidays, unless otherwise agreed herein. The CITY shall make the Facility available so Work may proceed in an efficient manner.
- 5.3 SIEMENS is not required to conduct safety, reacceptance or other tests, install new devices or equipment or make modifications to any Equipment unless expressly made a part of the Work identified in the Scope of Work and Services, Exhibit A. Any CITY request to change the scope or the nature of the Work or Services must be in the form of a mutually agreed change order, effective only when executed by the Parties.
- 5.4 All Work Product Deliverables shall become the CITY's property upon receipt by CITY. SIEMENS may retain file copies of such Work Product Deliverables. If any Instruments are provided to the CITY under this Agreement, any such Instruments shall remain SIEMENS property, including the Intellectual Property conceived or developed by SIEMENS in the Instruments. All SIEMENS Pre-existing Intellectual Property that may be included in the Deliverables provided to the CITY under this Agreement shall also remain SIEMENS's property including the SIEMENS Pre-existing Intellectual Property included in the Work Product Deliverables. All Work Product Deliverables and any Instruments provided to the CITY are for Permitted Users' use and only for the purposes disclosed to SIEMENS. SIEMENS hereby grants the CITY a royalty-free (once payments due under this Agreement are paid to SIEMENS), non-transferable, perpetual, nonexclusive license to use any SIEMENS Pre-existing Intellectual Property solely as incorporated into the Deliverables and SIEMENS' Intellectual Property as incorporated into any Instruments provided to the CITY under this Agreement. Under such license, and following agreement to be bound to such separate confidentiality provisions that may exist between the Parties, Permitted Users shall have a right to:
- (a) Use, in object code form only, the Software Products included in the Deliverables ("Software Deliverables");
  - (b) Make and retain archival and emergency copies of such Software Deliverables (subject to any confidentiality provisions) except if the Software Deliverable is embedded in the Equipment; and,
  - (c) Use all such Deliverables and such Instruments, provided however, the Deliverables and Instruments shall not be used or relied upon by any parties other than Permitted Users, and such use shall be limited to the particular project and location for which the Deliverables are provided. All Deliverables provided to the CITY are for Permitted Users' use only for the purposes disclosed to SIEMENS, and the CITY shall not transfer them to others or use them or permit them to be used for any extension of the Work or any other project or purpose, without SIEMENS's express written consent.
- 5.4.1 Any reuse of such Deliverables or such Instruments for other projects or locations without the written consent of SIEMENS, or use by any party other than Permitted Users will be at Permitted Users' risk and without liability to SIEMENS; and, the CITY shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.
- 5.4.2 In consideration of such license, CITY agrees not to reverse engineer any Equipment or Software Product to reconstruct or discover any source code, object code, firmware, underlying ideas, or algorithms of such Equipment or Software Product even to the extent such restriction is allowable under Applicable Law.
- 5.4.3 Nothing contained in this Agreement shall be interpreted or construed to convey to the CITY the pre-existing Intellectual Property rights of any third party incorporated into the Deliverables. CITY agrees to take delivery of any Software Deliverables subject to any applicable SIEMENS or third party end-user license agreement accompanying such Software Deliverable.
- 5.5 SIEMENS shall be solely responsible for any portion of the Work performed by any subcontractor of SIEMENS. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any contractor of the CITY or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS's work and/or presence at the Facility shall not relieve others of their responsibility to the CITY or to others.
- 5.6 SIEMENS warrants that:
- (a) Unless otherwise explicitly agreed herein, all Equipment shall be new and of good quality. Until one year from the date the Equipment is installed, all Equipment manufactured by SIEMENS or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service.

## PERFORMANCE CONTRACTING AGREEMENT

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- (b) Labor for all Work, excluding PASP or MSP Services, is warranted to be free from defects in workmanship for one year after the Work is performed. PASP Services and MSP Services are warranted to be free from defects in workmanship for ninety (90) days after the Services are performed.

### 5.7 Warranty Limitation:

- (a) The limited warranties set forth in Section 5.6 will be void as to, and shall not apply to, any Equipment (i) repaired, altered or improperly installed by any person other than SIEMENS or its authorized representative; (ii) which the CITY or a third party subjects to unreasonable or improper use or storage, uses beyond rated conditions, operates other than per SIEMENS's or the manufacturer's instructions, or otherwise subjects to improper maintenance, negligence or accident; (iii) damaged because of any use of the Equipment after the CITY has, or should have had, knowledge of any defect in the Equipment; or (iv) not manufactured, fabricated and assembled by SIEMENS or not bearing SIEMENS's nameplate. However, SIEMENS assigns to the CITY, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment.
- (b) Any claim under the limited warranty granted above must be made in writing to SIEMENS within thirty (30) days after discovery of the claimed defect unless discovered directly by SIEMENS. Such limited warranty only extends to the CITY and not to any subsequent owner of the Equipment. The CITY's sole and exclusive remedy for any Equipment or Services not conforming with this limited warranty is limited to, upon mutual agreement of the parties: (i) repair or replacement of defective components of covered Equipment; (ii) re-performance of the defective portion of the Services; or (iii) to the extent previously paid and itemized, the issuance of a credit or refund for the original purchase price of such defective component or portion of the Equipment or Services.
- (c) SIEMENS shall not be required to repair or replace more than the component(s) of the Equipment or the portion of the Work and Services actually found to be defective, except to the extent the defect has resulted in actual damage to other Equipment or to property of the CITY. SIEMENS's warranty liability shall not exceed the purchase price of such item, Equipment or property. Repaired or replaced Equipment or Services will be warranted hereunder only for the remaining portion of the original warranty period.

5.8 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. THE LIMITED EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING EXECUTED BY A DULY AUTHORIZED SIGNATORY OF EACH PARTY.

5.9 SIEMENS will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of:

- (a) Non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to: ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc., unless covered by the warranty provisions herein or otherwise specifically stated herein; or
- (b) The CITY's or a third-party's negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, corrosion, erosion, improper or inadequate water treatment, electrolytic action, chemical action, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond SIEMENS's control. Unless expressly agreed in writing, SIEMENS is not responsible for the removal or reinstallation of replacement valves, dampers, or waterflow and tamper switches with respect to pipes and ductwork, including vent or drain system. SIEMENS ASSUMES NO RESPONSIBILITY FOR ANY SERVICE PERFORMED ON ANY EQUIPMENT OTHER THAN THAT PERFORMED BY SIEMENS OR ITS AGENTS.

## Article 6

### The CITY's Responsibilities

6.1 The CITY, without cost to SIEMENS, shall:

- (a) Designate a contact person with authority to make decisions for the CITY regarding the Work and provide SIEMENS with information sufficient to contact such person in an emergency;

## PERFORMANCE CONTRACTING AGREEMENT

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- (b) Coordinate the work of contractors under CITY's sole control so as not to disrupt the Work and Services proceeding in an efficient manner;
- (c) Provide or arrange for 24 hour, 7 day per week access and make all reasonable provisions for SIEMENS to enter any Facility where Work is to be performed so that Work may proceed in an efficient manner;
- (d) Permit SIEMENS to evaluate, control and/or operate all building controls, systems, apparatus, equipment and machinery necessary to perform the Work;
- (e) Furnish SIEMENS with blueprints, surveys, legal descriptions, waste management plans and all other available information pertinent to the Work and any Facility where the Work is to be performed as may be reasonably requested by SIEMENS. Such plans and blueprints, along with an executed copy of this Agreement, with its Exhibits, shall be kept and maintained in CITY's files for a period of fifteen (15) years from the Effective Contract Date;
- (f) Furnish SIEMENS with all approvals, permits and consents from government authorities and others as may be required for performance of the Work, except for those SIEMENS has expressly agreed in writing to obtain;
- (g) In accordance with Article 11 hereof, promptly notify SIEMENS of all known or suspected Hazardous Materials at the Facility, of any contamination of the Facility by Oil or Hazardous Material, and of any other conditions requiring special care or which may reasonably be expected to affect the Work, and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such materials, contamination or conditions;
- (h) Comply with Applicable Law and provide any notices required to be given to any government authorities in connection with the Work, except such notices SIEMENS has expressly agreed in writing to give;
- (i) Provide SIEMENS with legally required materials and information (including but not limited to Material Safety Data Sheets) related to all Hazardous Materials located at any Facility where the Work is to be performed;
- (j) Furnish SIEMENS with any contingency plans, safety programs and other policies, plans or programs related to any Facility where the Work is to be performed;
- (k) Operate, service and maintain all Equipment according to the manufacturer's recommendations including those set forth in the manufacturer's operating manuals or instructions tendered to CITY by SIEMENS as described in Section 9.2, as well as all requirements of Applicable Law or of authorities having jurisdiction. The CITY shall furnish all needed servicing and parts for said FIMs, which parts shall become part of the FIMs. Such Equipment shall be operated only in the specified operating environment, which shall be supplied by the CITY, including without limitation: (1) suitable electrical service, including clean, stable, properly conditioned power, to all Equipment; (2) telephone lines, capacity and connectivity as required by such Equipment; and (3) ~~heat, light, air conditioning or other environmental controls, and~~ other utilities in accordance with the specifications for the Equipment, and
- (l) Promptly notify SIEMENS of any unusual operating conditions, hours of usage, system malfunctions, installed equipment or building alterations that may affect the Equipment or energy usage or any Services.

6.2 Unless contrary to Applicable Law, the CITY acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to SIEMENS and agrees not to disclose it or otherwise make it available to others without SIEMENS's express written consent.

6.3 The CITY acknowledges that it is now and shall at all times during the performance of this Agreement remain in control of the Facility. Except as expressly provided herein, SIEMENS shall not be responsible for the adequacy of the health or safety programs or precautions related to the CITY's activities or operations, the CITY's other contractor(s), the work of any other person or entity, or Facility conditions. SIEMENS shall not be responsible for inspecting or correcting health or safety conditions or deficiencies of the CITY or others at the Facility. So as not to discourage SIEMENS from addressing health or safety issues while at the Facility, in the event SIEMENS does address such issues by making observations, reports, suggestions or otherwise, the CITY shall not hold, or attempt to hold, SIEMENS liable or responsible on account thereof.

### Article 7

#### Changes and Delays

7.1 As the Work is performed, Applicable Law or conditions may change, or circumstances outside SIEMENS's and the CITY's reasonable control may develop, which would require SIEMENS to expend additional costs, effort or time to complete the Work, in which case SIEMENS will notify the CITY and an equitable adjustment will be made and

## PERFORMANCE CONTRACTING AGREEMENT

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- negotiated by the parties to SIEMENS's compensation and the time for performance. In the event such changes require the Work to be suspended or terminated, SIEMENS shall be compensated for Work previously performed and for costs reasonably incurred in connection with the suspension or termination such as Equipment ordered and paid for by Siemens or costs incurred in cancelling Equipment already ordered.
- 7.2 Either party may request additions, deletions, modifications or changes to the Work. Any such requests shall only become effective upon execution of a written agreement by authorized representatives of both Parties.
- 7.3 SIEMENS may, in its sole discretion, substitute alternative parts, goods or equipment in the performance of the Work, provided that any such substitution shall be of an equal or better quality.
- 7.4 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by the CITY or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of such delay or failure, the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation shall be equitably adjusted to compensate for additional costs SIEMENS incurs due to such delay. If any such delay exceeds sixty (60) days, except in the case of a stop work order as provided in Section 7.5, SIEMENS may terminate this Agreement upon three (3) days notice to the CITY and the CITY shall promptly pay SIEMENS for the allocable portion of the Work completed, for any costs and expenses of termination.
- 7.5 The CITY may, by written order to SIEMENS, at any time, and without notice, require SIEMENS to stop all or any part of the work called for by this agreement. This order shall be for a specified period after the order is delivered to SIEMENS. Any order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SIEMENS shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or as legally extended, the CITY shall either: cancel the stop work order, terminate the work covered by the order, or terminate the agreement.
- (a) Cancellation or Expiration of the Order. If a stop work order issued under this clause is properly canceled, SIEMENS shall have the right to resume work. An appropriate adjustment shall be— in the delivery schedule or agreement price, or both, and the agreement shall be modified in writing accordingly, if: the stop work order results in an increase in the time required for, or in SIEMENS's cost properly allocable to, the performance of any part of this contract; and SIEMENS asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage.
- (b) Termination of Stopped Work. If the work covered by the order is terminated for default or convenience, the reasonable costs (including, without limitation, the costs of Equipment ordered prior to the stopping of Work hereunder) resulting from the stop work order shall be allowed by adjustment to Compensation, as well as payment for all work performed by Siemens.

### Article 8

#### Compensation

- 8.1 The aggregate amount paid by CITY provides for and is solely in consideration of the Scope of Work and Services described in Exhibit A, and is detailed in Exhibit B.
- 8.2 SIEMENS will invoice the CITY in accordance with the schedules set forth in Exhibit B. Unless otherwise agreed in writing, invoices are due and payable upon receipt by the CITY. If the CITY disagrees with any portion of an invoice, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, and shall pay the portion not in dispute.
- 8.3 SIEMENS may suspend or terminate the Work or Services at any time if payment is not received when due. In such event, SIEMENS shall be entitled to compensation for the Work or Services previously performed and for costs reasonably incurred in connection with the suspension or termination.
- 8.4 On amounts not paid or disputed within thirty (30) days of invoice date, the CITY shall pay interest from invoice date until payment is received at a percentage equal to the prime rate, as reported by the Wall Street Journal's bank survey closest to the invoice date, plus 3% per annum. Such interest shall entirely reimburse SIEMENS for SIEMENS's costs and expenses (including reasonable attorney and witness fees) incurred for collection under this Agreement.

## PERFORMANCE CONTRACTING AGREEMENT

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- 8.5 Except to the extent expressly agreed herein, SIEMENS's fees include taxes, excises, fees, duties or other government charges related to the Work or Services. To the extent previously agreed herein, CITY shall pay all amounts or reimburse SIEMENS for any such amounts to the extent such charges are lawfully due and payable by CITY and have been paid or incurred by SIEMENS in furtherance thereof. If the CITY claims that the Work or Services is subject to a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and, unless specifically prohibited by law, shall indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of the use or acceptance of same.
- 8.6 All other work or services requested by the CITY, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis:
- Emergency services, if inspection does not reveal any deficiency covered by the Scope of Work and Services, Exhibit A;
  - Work and/or services performed at times other than during SIEMENS's normal working hours, unless otherwise agreed to in Exhibit A; or
  - Work and/or services performed on equipment not covered by the Scope of Work and Services, Exhibit A.

### Article 9

#### Acceptance

- 9.1 When SIEMENS believes that all, or an independent, definable phase or portion, of the Work is Substantially Complete, SIEMENS will submit a Certificate of Substantial Completion to the CITY which shall be subject to the following:
- If the CITY concurs that the described portion of the Work as performed is Substantially Complete, the CITY will accept that Work by signing the Certificate of Substantial Completion and returning it to SIEMENS;
  - If the CITY does not concur that the Work is Substantially Complete, then the CITY shall notify SIEMENS within five (5) business days of any discrepancies;
  - To the extent SIEMENS does not dispute the discrepancies raised by the CITY, SIEMENS shall correct the Work to conform to the description of the Work set forth herein, and resubmit the Certificate of Substantial Completion to the CITY;
  - If SIEMENS disagrees with the discrepancies raised by the CITY, SIEMENS shall notify the CITY of a dispute and such dispute shall be resolved in accordance with Section 9.3 herein;
  - If the CITY Representative does not deliver written notice to SIEMENS within five (5) business days of receiving the Certificate of Substantial Completion, in the mutual interests of the Project proceeding in a timely manner, the CITY will be deemed to have agreed to, signed and returned the Certificate of Substantial Completion.
- 9.2 To the extent that this Project requires multiple Certificates of Substantial Completion, the final Certificate of Substantial Completion shall determine the date on which the Construction Period is completed. SIEMENS shall tender the manufacturer's warranties for the Equipment provided to the CITY pursuant to this Agreement after commissioning the Project, which warranties shall be identified in Exhibit A.
- 9.3 Any disputes concerning the Substantial Completion of the Work will be resolved by submitting the issue to a third party professional engineering firm and which is reasonably acceptable to both SIEMENS and the CITY. The determination of this firm with respect to completion or Substantial Completion will be final and binding upon the Parties. SIEMENS and the CITY shall share equally the costs or fees for such firm in connection with such dispute resolution process.

### Article 10

#### Insurance and Allocation of Risk

- 10.1 SIEMENS shall maintain, at SIEMENS's expense, the following insurances while performing the Work and shall add the CITY as an "Additional Insured" to each policy that is referenced in subsections (c) through and including (e) hereof:
- Workers' Compensation at the statutory amounts and limits as prescribed by Applicable Law.
  - Employer's Liability insurance (and, where applicable, Stop Gap extended protection endorsement) limits of liability shall be:
    - \$1,000,000 per occurrence
    - \$1,000,000 Disease Policy
    - \$1,000,000 Each Employee

## PERFORMANCE CONTRACTING AGREEMENT

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- (c) SIEMENS shall carry, in the Occurrence Coverage Form, Comprehensive General Liability or Commercial General Liability, insurance covering SIEMENS's operations and providing insurance for bodily injury and property damage with limits of liability stated below and including coverage for:
- Products and Completed Operations
  - Contractual Liability insuring the obligations assumed by SIEMENS in this Agreement
  - Broad Form Property Damage (including Completed Operations)
  - Explosion, Collapse and Underground Hazards
  - Personal Injury Liability:
    - Limits of liability shall be \$1,000,000 per occurrence/aggregate
- (d) SIEMENS shall carry Automobile Liability Insurance in the Occurrence Coverage Form covering all owned, hired and non-owned automobiles and trucks used by or on behalf of SIEMENS providing insurance for bodily injury liability and property damage liability for the limits of:
- \$1,000,000 per occurrence/aggregate
- (e) SIEMENS shall carry Excess Liability Insurance in the Occurrence Coverage Form with limits of:
- \$5,000,000 per occurrence/aggregate

10.2 The CITY will either maintain at its own expense, or self-insure for the equivalent risks, property insurance written on a builder's "all-risk" or equivalent policy form in an amount no less than the Price identified in Exhibit B, Article 1.1, plus the value of subsequent modifications and cost of materials supplied or installed by others, on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by both parties, until final payment has been made to SIEMENS or no person or entity other than the CITY has an insurable interest in the property, whichever is later. The policy form shall include without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and start-up, rebuilding and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for SIEMENS's services and expenses required as result of such insured loss. If the insurance requires deductibles or retentions, the CITY shall pay costs not covered because of such deductibles or retentions. This insurance shall cover no portions of the Work off the Facility, and no portions of the Work in transit. Partial occupancy or use shall not commence unless the insurance company providing this insurance has consented to such partial occupancy or use by endorsement for otherwise. The CITY shall purchase and maintain boiler and machinery insurance which shall specifically cover such insured objects during installation and until Acceptance by the CITY. The insurance required by this section shall include the interests of the CITY, SIEMENS, subcontractor and sub-subcontractor in the Work. SIEMENS shall be included as an additional insured on each such insurance coverage. The CITY and SIEMENS waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by the insurance required by this Article 10 and for any other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the CITY as fiduciary. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Insurance certificates shall be furnished upon request.

10.3 Title and risk of loss of materials and Equipment furnished by SIEMENS shall pass to the CITY upon their delivery and installation at the Facility, and the CITY shall be responsible for protecting them against theft and damage.

10.4 SIEMENS will indemnify the CITY from and against losses, claims, expenses and damages (including reasonable attorney's fees) for personal injury or physical damage to property (collectively "Damages"). Such indemnification shall be solely to the extent the Damages are caused by or arise directly from SIEMENS or its employees', consultants' or agents' negligent acts or omissions or willful misconduct in connection with SIEMENS's performance of the Work or Services. SIEMENS's obligations under this indemnity shall not extend to Damages arising out of or in any way attributable to the negligence of the CITY or its agents, contractors or employees. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation to indemnify hereunder. UNLESS CONTRARY TO APPLICABLE LAW, IN NO EVENT SHALL THE CITY OR SIEMENS BE LIABLE UNDER THIS INDEMNITY OR OTHERWISE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE, OR LOST PROFITS, HOWEVER CAUSED, EVEN IF SIEMENS OR THE CITY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND, IN ANY EVENT, UNLESS CONTRARY TO APPLICABLE LAW,

## PERFORMANCE CONTRACTING AGREEMENT

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SIEMENS'S AND THE CITY'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES ARISING OUT OF THIS AGREEMENT, OR OUT OF ANY GOODS OR SERVICES FURNISHED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, INDEMNITY OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE ~~LESSER OF \$1,500,000 OR~~ THE TOTAL COMPENSATION ~~TRACT SUM RECEIVED PAYABLE BY TO~~ SIEMENS ~~FROM BY~~ THE CITY UNDER THIS AGREEMENT. The preceding limit shall not apply to the CLIENT's remedy under the Performance Guarantee as such is limited by Section 4.8.

### 10.5 As to Patents and Copyrights:

- (a) SIEMENS will, at its own expense, defend or at its option settle any suit or proceeding brought against the CITY in so far as it is based on an allegation that any Work (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent or copyright, if SIEMENS is promptly provided notice and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. SIEMENS will pay the damages and costs awarded in any suit or proceeding so defended. SIEMENS will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Work, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by the CITY is enjoined, SIEMENS will, at its option and its own expense, either: (i) procure for the CITY the right to continue using said Work; (ii) replace it with substantially equivalent non-infringing Work; or (iii) modify the Work so it becomes non-infringing.
- (b) SIEMENS will have no duty or obligation to the CITY under Section 10.5(a) to the extent that the Work is: (i) supplied according to the CITY's design or instructions, wherein compliance therewith has caused SIEMENS to deviate from its normal course of performance; (ii) modified by the CITY or its contractors after delivery; or, (iii) combined by the CITY or its contractors with items not furnished hereunder, and by reason of said design, instruction, modification, or combination, a suit is brought against the CITY. If by reason of such design, instruction, modification or combination, a suit or proceeding is brought against SIEMENS, unless expressly prohibited by law, the CITY shall protect SIEMENS in the same manner and to the same extent that SIEMENS has agreed to protect the CITY under the provisions of Section 10.5(a) above.
- (c) THIS SECTION 10.5 IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY PATENT OR COPYRIGHT AND OF ALL THE REMEDIES OF THE CITY RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS AND COPYRIGHTS. Compliance with Section 10.5 as provided herein shall constitute fulfillment of all liabilities of the Parties under the Agreement with respect to the intellectual property indemnification.

10.6 The Parties acknowledge that the price for which SIEMENS has agreed to perform the Work and obligations under this Agreement was calculated based upon the foregoing allocations of risk, and that each Party has expressly relied on and would not have entered into this Agreement but for such allocations of risk.

## Article 11

### Hazardous Materials Provisions

11.1 The Work does not include directly or indirectly performing or arranging for the detection, testing, handling, storage, removal, treatment, transportation, disposal, monitoring, abatement or remediation of any contamination of any Facility at which Work is performed and any soil or groundwater at the Facility by petroleum or petroleum products (collectively called "Oil"), asbestos, PCBs or hazardous, toxic, radioactive or infectious substances, including any substances regulated under RCRA, CERCLA or any other Applicable Law (collectively called "Hazardous Materials"), including without limitation: ionization smoke detectors, ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, and refrigerant. Except as expressly disclosed pursuant to Section 11.2, the CITY represents and warrants that, to the best of its knowledge following due inquiry, there are no Hazardous Materials or Oil present where the Work is to be performed. SIEMENS will notify the CITY immediately if it discovers or reasonably suspects the presence of any previously undisclosed Oil or Hazardous Material. All Services have been priced and agreed to by SIEMENS in reliance on the CITY's representations as set forth in this Article. The discovery or reasonable suspicion of Hazardous Materials or hazardous conditions at a Facility where SIEMENS is to perform Work, or of contamination of the Facility by Oil or Hazardous Materials not previously disclosed pursuant to Section 11.2, shall entitle SIEMENS to suspend the Work immediately, subject to mutual agreement of terms and conditions applicable to any further Work, or to terminate the Work and to be paid for Work previously performed.

## PERFORMANCE CONTRACTING AGREEMENT

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- 11.2 The CITY warrants that, prior to the execution of the Agreement, it notified SIEMENS in writing of any and all Oil or Hazardous Materials, to the best of its knowledge following due inquiry, known to be present, potentially present or likely to become present at the Facility and provided a copy of any Facility safety policies and information, including but not limited to lock-out and tag procedures, chemical hygiene plan, material safety data sheets, and other items covered or required to be disclosed or maintained by Applicable Law.
- 11.3 Regardless of whether Oil or Hazardous Material was disclosed pursuant to Section 11.2, the CITY shall be solely responsible for properly testing, abating, encapsulating, removing, disposing, remediating or neutralizing such Oil or Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Section 11.1, SIEMENS shall have the right to stop the Work until the Facility is free from Oil or Hazardous Materials. In such event, SIEMENS will receive an equitable extension of time to complete the Work, and compensation for delays caused by Oil or Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. The CITY shall sign any required waste manifests in conformance with all government regulations, listing the CITY as the generator of the waste. If someone other than the CITY is the generator of the waste, the CITY shall arrange for such other person to sign such manifests.
- 11.4 Except where expressly prohibited by Applicable Law, for separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the CITY shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from the CITY's breach of, or failure to perform its obligations under this Article.
- 11.5 For purposes of this Article 11, in the context of the phrase "to the best of its knowledge following due inquiry"; "knowledge" means actual awareness of the facts by the CITY's directors, officers, employees or agents, or the presence of relevant information contained in the CITY's books or records; and, "due inquiry" means inquiry of those persons under the CITY's control who should have knowledge of the subject matter of such inquiry.

### Article 12

#### Miscellaneous Provisions

- 12.1 Notices between the Parties shall be in writing and shall be hand-delivered or sent by certified mail, express courier, or acknowledged telefax properly addressed to the appropriate party. Any such notice shall be deemed to have been received when delivered in-person or when sent by telefax, or five (5) business days subsequent to deposit in the U.S. mails, or one (1) day after deposit with express courier.
- 12.2 Neither the CITY nor SIEMENS shall assign or transfer any rights or obligations under this Agreement, except that either party may assign this Agreement to its affiliates and SIEMENS may use subcontractors in the performance of the Work or Services. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the CITY and SIEMENS without the express written consent of both Parties.
- 12.3 This Agreement shall be governed by and construed in accordance with the laws of the state of Utah.
- 12.4 This Agreement and all provisions of this Agreement allocating responsibility or liability between the Parties shall survive the completion of the Work, the Services, and the termination of this Agreement.
- 12.5 Unless contrary to Applicable Law and with the exception of disputes arising under Article 4 or Article 9, all disputes not resolved by negotiation between the Parties shall be resolved in accordance with the Commercial Rules of the American Arbitration Association in effect at that time, except as modified herein. All disputes shall be decided by a single arbitrator. A decision shall be rendered by the arbitrator no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. Discovery shall be permitted. The arbitrator shall issue a scheduling order that shall not be modified except by the mutual agreement of the Parties. The arbitrator shall have no authority to award, and shall not award, attorneys' fees. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter.
- 12.6 SIEMENS's performance of the Work and Services and the CITY's payment is expressly conditioned on the Parties assenting to all of the terms of this Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted by a Party to the other Party relating to the Work or Services, even if signed by the Parties, unless the written statement expressly indicates that such terms supersede the terms of this Agreement.
- 12.7 Any provision of this Agreement found to be invalid, unlawful or unenforceable by a court of law shall be ineffective to the extent of such invalidity, and deemed severed herefrom, without invalidating the remainder of this Agreement. All other provisions hereof shall remain in full force and effect.

## PERFORMANCE CONTRACTING AGREEMENT

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- 12.8 The waiver by a party of any breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof. No waiver shall operate or be effective unless made in writing and executed by the party to be bound thereby.
- 12.9 The CITY requires that SIEMENS procure a performance bond and/or a payment bond, SIEMENS shall provide a performance and payment bond in the amount of \$ . The performance and payment bond will solely apply to the Work performed during the Construction Period and to the required statutory lien filing period thereafter. The performance and payment bond will not apply to any of the obligations included in the Performance Assurance, Exhibit C. Furthermore, the CITY's funding source may be named as "Co-Obligee" on the performance bond if so requested by the CITY.

### Article 13

#### Maintenance Services Program

- 13.1 If applicable, the scope of Services provided by SIEMENS for the Maintenance Services Program is stated in Exhibit A.
- 13.2 The CITY represents that all equipment not installed by SIEMENS under this Agreement and subject to a MSP is in satisfactory working condition. SIEMENS will have inspected all such equipment within the first thirty (30) days of MSP commencement or no later than the first scheduled inspection. Testing and inspection will not be deemed to be complete until all such equipment has been so tested and inspected.
- 13.3 If the equipment is altered or moved by any person, including the CITY, other than SIEMENS or a person authorized by SIEMENS, the CITY shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or if necessary a re-commissioning of, the system at shared expense.
- 13.4 If SIEMENS reasonably determines as a result of such inspection and/or testing that any equipment requires repair or replacement, the CITY will be so notified and shall take corrective action within thirty (30) days, or such equipment shall be removed from coverage hereunder without further action by the Parties. SIEMENS is not liable or responsible for the continued testing, maintenance, repair, replacement or operating capabilities of any portion of the equipment until it has been inspected and/or tested and has been, if necessary, restored to an acceptable initial condition at the CITY's sole expense. Any services provided by SIEMENS in the course of such restoration will be separately charged on a time and materials basis, and not included in fees paid hereunder. If individual items of equipment cannot, in SIEMENS's sole determination, be properly repaired or replaced due to age, obsolescence, lack of availability of refrigerant gas, halon gas, necessary parts, materials, compatibility or otherwise, or as a result of excessive wear or deterioration, SIEMENS may, within ten (10) days of such inspection, give written notice that it is withdrawing such items from coverage under the MSP and adjust the MSP payments due hereunder accordingly.
- 13.5 If the removal of equipment from coverage would compromise or impair the integrity of the Work, Services or compliance with law of any system, then SIEMENS will provide a written statement thereof for execution by the CITY. The CITY's failure to execute such statement within ninety (90) days will void the MSP and release SIEMENS from any further obligations with respect to the MSP.
- 13.6 If the MSP scope of Services provides for equipment maintenance, repairs and/or replacements of equipment by SIEMENS, those Services are limited to restoring the proper working condition of such equipment. SIEMENS will not be obligated to provide replacement equipment that represents significant capital improvement compared to the original. Exchanged components become the property of SIEMENS, except Hazardous Materials, which under all circumstances remain the property and responsibility of the CITY.



# COUNCIL AGENDA

March 27, 2012

## Agenda Item “4”

**Accept or Deny Petition 2012-01 requesting the annexation into Syracuse City 20.56 acres of property located at approximately 3700 South 1500 West, and forward to City Recorder for certification.**

### *Factual Summation*

- Any questions regarding this item may be directed at City Recorder Cassie Brown
- Please see the memo below provided by Cassie Brown
- Please see attached annexation petition
- Please see attached review of annexation provided by City Engineer Brian Bloemen

### *Memorandum*

On March 12, 2012 Michael J. Thayne (Irben Development) filed a petition to annex into Syracuse City 20.56 acres of property located at approximately 3700 South 1500 West. The City Engineer has reviewed the annexation petition and his comments have been addressed by the petitioner. If the Council votes to accept the annexation petition I will begin the certification process pursuant to the provisions of Title 10-2-403 of the Utah Code Annotated.

I will be available to answer any questions regarding the annexation process.

**PETITION FOR  
ANNEXATION OF TERRITORY  
TO**

**SYRACUSE CITY, UTAH**

1979 West 1900 South

Syracuse, Utah 84075

Phone: 825-1477

FAX: 825-3001

Petition No. 2012-1

Filed in the Office of the City Recorder

By Michael J. Thayne (Irben Development LLC)

Date 12 March 2012

Fee \$3,379.42 Check # 81030376

**TO THE SYRACUSE CITY COUNCIL:**

The undersigned real property owners respectfully petition for the described lands and territory in Davis County, Utah, attached hereto as Exhibit A, be immediately annexed to Syracuse City.

In support of this petition, the petitioners respectfully declare and represent that they are a majority of the owners of the private real property located within the above-described territory and are the owners of not less than one-third (1/3) in value of all said territory as shown by the last assessment rolls of Davis County, State of Utah, and that the said territory lies contiguous to the Corporate limits of Syracuse City, a Municipal Corporation of Utah.

Signature



Printed Name

Michael J. Thayne  
Contact Sponsor

Address

1768 N. 4850 W.  
Plain City, UT 84404

(A copy of this petition is to be submitted by the petitioner to the Davis County Clerk the same day it is filed with Syracuse City.)





**SYRACUSE**  
EST. CITY 1935

### **Annexation Plat 2012-1 Review**

*Completed by Brian Bloemen on March 14, 2012*

Briefly describe the proposed plat 2012-1:

1. Under the proposed plat, the City of Syracuse will acquire the property located at [redacted] Street, [redacted] City of Syracuse.
2. The property is currently owned by [redacted] and is currently zoned [redacted].
3. The property is currently zoned [redacted] and is currently zoned [redacted] LS.

For more information, please contact the City of Syracuse at [redacted] or call 801-614-9630.

Sincerely,

Brian Bloemen  
City Engineer



# COUNCIL AGENDA

March 27, 2012

## Agenda Item “5”

**Authorize Administration to execute agreement for the 1275 South road improvement project.**

### *Factual Summation*

- Any questions regarding this item may be directed at Public Works Director Robert Whiteley.
- Please see attached supporting documentation.



**SYRACUSE**  
EST. CITY 1935

March 21, 2012

Mr. Robert R., City Manager  
Syracuse City Courthouse  
1979 West 1900 Street  
Syracuse, Utah 84075

Re: Request for Proposal for Award of Contract  
1275 South Road Improvement Project

Dear Bob:

Enclosed in this bid envelope are the bid documents for the 1275 South Road Improvement Project, RFP No. 2012-001, dated March 19, 2012. The bid documents are available for review at the City of Syracuse, 2000 West 2200 Street, from 8:00 a.m. to 4:00 p.m. on March 21, 2012.

The bid documents are available for review at the City of Syracuse, 2000 West 2200 Street, from 8:00 a.m. to 4:00 p.m. on March 21, 2012.

Low Bidder: Summit Park Construction

P.O. Box 3429

Ogden, UT 84409

Telephone: 801-514-1103

Bid Amount: \$160,136.85

Estimated Original Project Contract Amount: \$242,706.11

When you receive the bid documents, please review them carefully. If you have any questions, please contact the City of Syracuse, 2000 West 2200 Street, from 8:00 a.m. to 4:00 p.m. on March 21, 2012. The bid documents are available for review at the City of Syracuse, 2000 West 2200 Street, from 8:00 a.m. to 4:00 p.m. on March 21, 2012. The bid documents are available for review at the City of Syracuse, 2000 West 2200 Street, from 8:00 a.m. to 4:00 p.m. on March 21, 2012.

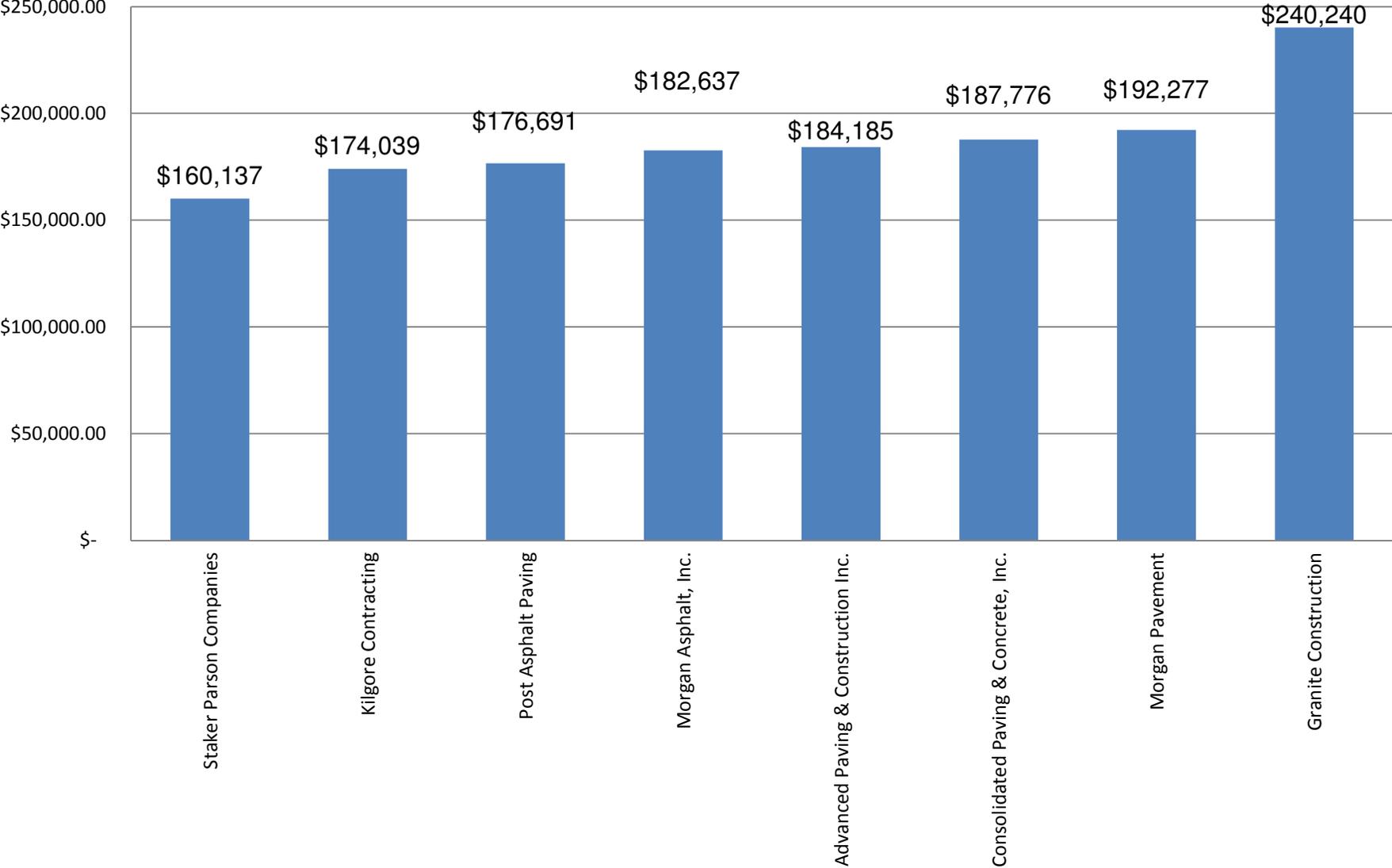
Sincerely,

Bob R.

City Engineer

# Bid Tabulation

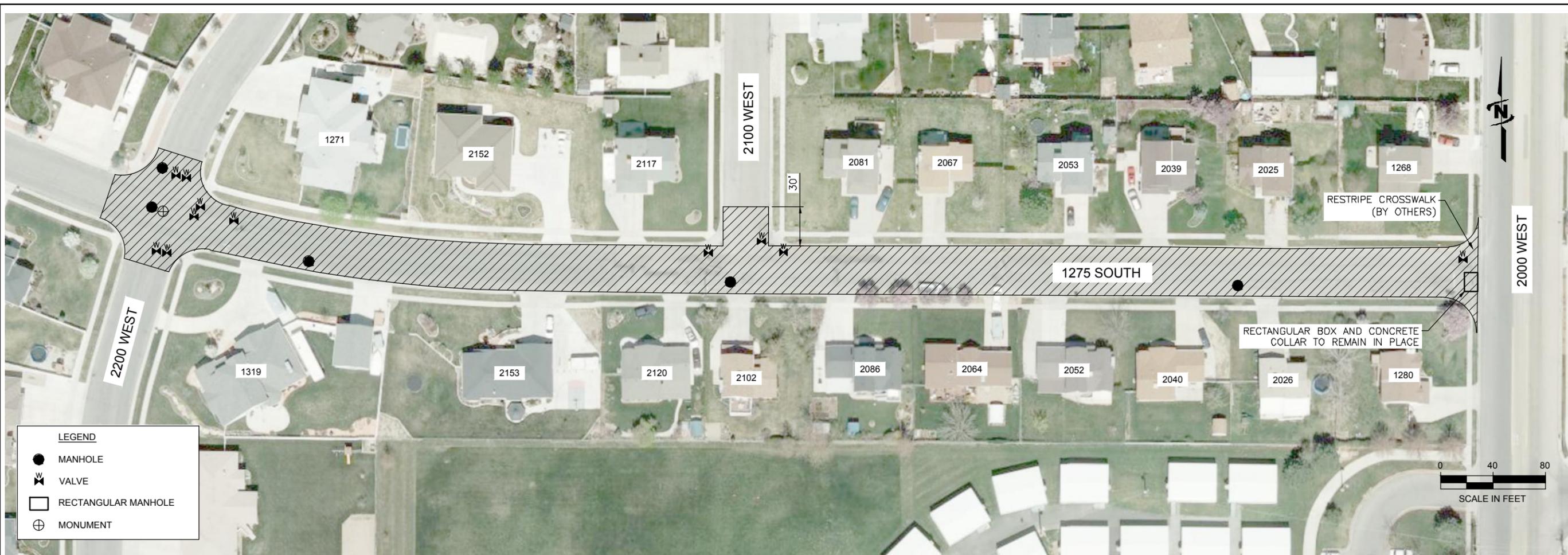
## 1275 South Road Improvement Project



REVISIONS

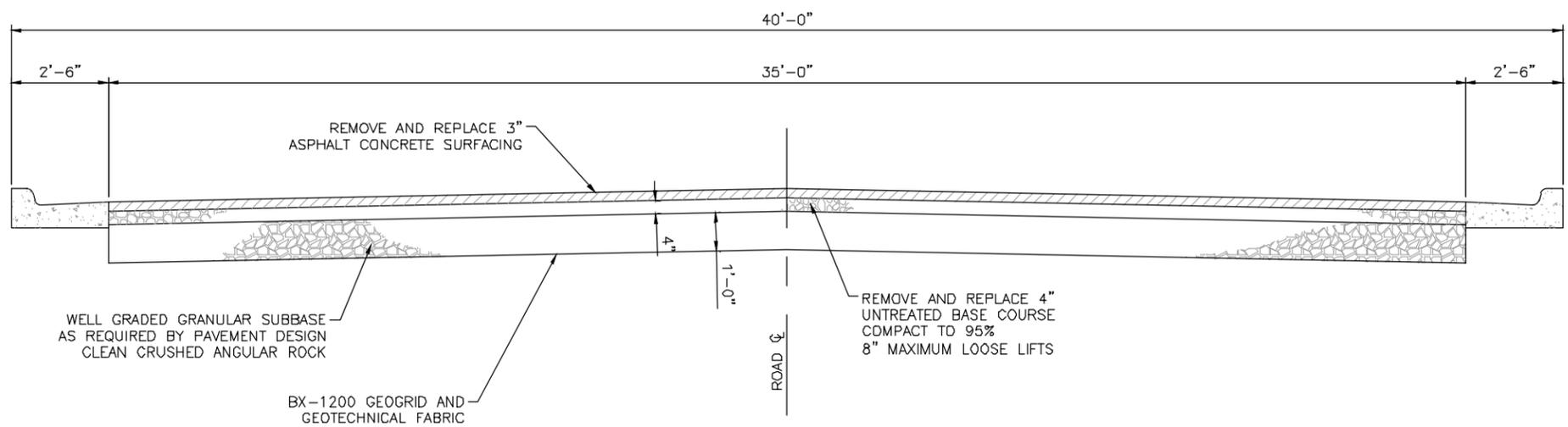
NO.	DESCRIPTION	BY	DATE

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS THE WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF JUB ENGINEERS, INC.



NOTES:

1. RECONSTRUCT APPROX. 42,000 SF OF ASPHALT ROAD SURFACE AND ROAD BASE.
2. REFER TO THE GEOTECHNICAL REPORT PRODUCED BY TERRACON, COMPLETED ON MAY 24, 2011, AND SYRACUSE CITY ENGINEERING STANDARDS & CONSTRUCTION SPECIFICATIONS FOR CONSTRUCTION PROCEDURES.
3. ADJUST MANHOLE AND VALVE ELEVATIONS AS NECESSARY TO MATCH FINAL GRADE. ADJUST MANHOLE AND VALVE LID ELEVATIONS AS NECESSARY DURING CONSTRUCTION. NEW CONCRETE COLLAR SHALL BE SET TO 1/2 INCH BELOW FINAL ASPHALT ELEVATION. LID ELEVATIONS SHALL BE SET TO MATCH NEW CONCRETE COLLARS.



**TYPICAL ROAD CROSS SECTION**  
SCALE: 1/2" = 1'-0"

PLANS PREPARED BY:



1275 SOUTH ROAD IMPROVEMENT PROJECT  
SYRACUSE CITY

1275 SOUTH PLAN AND TYPICAL ROAD CROSS SECTION

FILE: 55-11-062_C201X
JUB PROJ #: 55-11-062
DRAWN BY: Z. B.
DESIGN BY: R. W.
CHECKED BY: R. W.
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 3/1/2012
SHEET NUMBER: <b>C-201</b>

Plot Date: 3/1/2012 2:45 PM Plotted By: Kurtis Fredericks  
 Date Created: 5/2/2011 File Path: C:\JUB\SYRACUSE\55-11-062\STREET REHAB\CAD\SHEET\C201X.DWG









# COUNCIL AGENDA

March 27, 2012

## Agenda Item “6”

### **Authorize Administration to execute agreement for the 1700 South waterline project phase two.**

#### *Factual Summation*

- Any questions regarding this item may be directed at Public Works Director Robert Whiteley.
- Please see the attached information provided by Robert Whiteley.

#### *Memorandum*

1700 South Waterline Project Phase Two is currently out for bid. The bid opening is at 2:00 PM on Thursday March 22, 2012. Once the bids are open, we will tabulate the bids immediately following the tabulation and prepare a Notice of Award that can be provided to the lowest responsible bidder.

The scope of this project includes:

- Installation of approximately 880’ of 12” C-900 Water pipe with associated fittings
- Installation of approximately 100’ of 8” C-900 Water pipe with associated fittings
- Installation/reconnection of approximately 29 services
- Installation of 5 Fire Hydrants
- Connections to the existing water system
- Abandoning undersized and deteriorated water main

Construction on the first phase of this project was completed last year. Completion of this phase of the project will improve the integrity of the existing culinary water system in that area of the city. It will also provide an increase in capacity to accommodate growth that the city has experienced. The project area runs along 1700 South between the Syracuse 6 Theater (2350 West) and Bluff Road. There is also a section along 2500 West between 1200 South and 1700 South where we will reconnect existing service laterals to a larger existing water main in order to provide improved water service and improve efficiencies in our existing culinary water system.



**SYRACUSE**  
EST. CITY 1935

March 22, 2012

Mr. Robert R., Chief  
Syracuse City  
1979 West 1900 Street  
Syracuse, Utah 84075

Re: Request for proposal for Asphd Cement  
1700 South West Pr P II

Dear Bob:

Enclosed is the bid information for the bid to be opened March 22, 2012 for the proposed road work project. The project consists of 12 miles of road to be paved at 1700 South West Pr P II. The project is located on 2500 West 1900 Street and 6 miles of road to be paved on 10 PVC. The project is located on 10 PVC. The project is located on 10 PVC.

The bid is to be opened on March 22, 2012 at 10:00 AM.

Let Bidder: Local Public Construction Company, Inc.  
1675 South 1900 West  
Ogden, UT 84401

Telephone: 801-514-1103

Bid Amount: \$218,216.50

Estimated Original Project Cost: \$255,570.00

When you receive the bid information, please contact the Let Bidder at the address above. Local Public Construction Company, Inc. is the Let Bidder. The project is located on 2500 West 1900 Street and 6 miles of road to be paved on 10 PVC. The project is located on 10 PVC. The project is located on 10 PVC.

Sincerely,

Bob B.  
Chief

# 1700 South Waterline Project Phase II

\*Denotes Corrected Mathematical Error

				Un		A	
				Un	A	Un	A
ID	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount
1	Mobilization	LS	1	6,410.00	6,410.00	3,100.00	3,100.00
2	Traffic Control	LS	1	10,875.00	10,875.00	13,000.00	13,000.00
3	12" DR-14 PVC C-900	LF	880	34.00	29,920.00	35.00	30,800.00
4	8" DR-14 PVC C-900	LF	100	30.00	3,000.00	27.00	2,700.00
5	Fire Hydrant Assembly - 10" Main	EA	3	4,915.00	14,745.00	4,100.00	12,300.00
6	Fire Hydrant Assembly - 12" Main	EA	2	4,040.00	8,080.00	4,150.00	8,300.00
7	Remove & Salvage Fire Hydrant	EA	2	540.00	1,080.00	425.00	850.00
8	3/4" Water Connection to 10" Main	EA	19	345.00	6,555.00	675.00	12,825.00
9	3/4" Water Connection to 12" Main	EA	7	385.00	2,695.00	775.00	5,425.00
10	3/4" Water Connection to 16" Main	EA	3	700.00	2,100.00	600.00	1,800.00
11	8" MJ Gate Valve	EA	1	1,485.00	1,485.00	1,400.00	1,400.00
12	8" MJxFL Gate Valve	EA	2	1,345.00	2,690.00	1,400.00	2,800.00
13	8"x8"x8" DI MJ Tee	EA	1	630.00	630.00	450.00	450.00
14	8"x8"x8" DI MJxFL Tee	EA	1	660.00	660.00	475.00	475.00
15	10"x10"x10" DI MJ Tee	EA	1	1,175.00	1,175.00	475.00	475.00
16	16"x16"x8" DI MJ Tee	EA	1	1,190.00	1,190.00	975.00	975.00
17	12"x12"x8" DI MJxFL Tee	LS	1	1,130.00	1,130.00	850.00	850.00
18	12"x8" DI MJ Reducer	EA	1	520.00	520.00	275.00	275.00
19	8"x6" DI MJ Reducer	EA	1	380.00	380.00	225.00	225.00
20	12" DI MJ 90° Bend	EA	1	920.00	920.00	525.00	525.00
21	8" DI MJ 90° Bend	EA	2	645.00	1,290.00	350.00	700.00
22	8" DI MJ 22.5° Bend	EA	1	615.00	615.00	325.00	325.00
23	Mailbox Relocation	EA	2	160.00	320.00	100.00	200.00
24	Cap Existing Water Main (All types & sizes)	EA	12	240.00	2,880.00	275.00	3,300.00
25	3/4" Copper Water Service Pipe	LF	1,160	17.50	20,300.00	15.00	17,400.00
26	Connect to Existing 6" Water Main	EA	1	970.00	970.00	1,300.00	1,300.00
27	Connect to Existing 8" Water Main	EA	6	1,145.00	6,870.00	900.00	5,400.00
28	Connect to Existing 10" Water Main	EA	2	1,390.00	2,780.00	1,550.00	3,100.00
29	Connect to Existing 12" Water Main	EA	1	1,330.00	1,330.00	1,700.00	1,700.00
30	Connect to Existing 16" Water Main	EA	1	3,970.00	3,970.00	2,000.00	2,000.00
31	Type A1 Foundation	TON	50	18.25	912.50	23.50	1,175.00
32	Type A2 Bedding	TON	550	11.75	6,462.50	15.00	8,250.00
33	Type A4 Agg. Base	TON	420	13.95	5,859.00	11.00	4,620.00
34	Flowable Fill	CY	300	84.50	25,350.00	83.00	24,900.00
35	4" Bituminous Asphalt (City Streets)	SF	6,155	2.60	16,003.00	3.35	20,619.25
36	6" Bituminous Asphalt (UDOT)	SF	6,770	3.85	26,064.50	6.00	40,620.00
	Total				218,216.50		235,159.25

# 1700 South Waterline Project Phase II

\*Denotes Corrected Mathematical Error

Item	Description	Unit	Quantity	DG Construction, Inc.		Orndorff Construction, Inc.	
				Unit Price	Amount	Unit Price	Amount
1	Mobilization	LS	1	12,500.00	12,500.00	8,000.00	8,000.00
2	Traffic Control	LS	1	4,000.00	4,000.00	8,500.00	8,500.00
3	12" DR-14 PVC C-900	LF	880	48.00	42,240.00	37.11	32,656.80
4	8" DR-14 PVC C-900	LF	100	40.00	4,000.00	31.28	3,128.00
5	Fire Hydrant Assembly - 10" Main	EA	3	4,000.00	12,000.00	4,468.00	13,404.00
6	Fire Hydrant Assembly - 12" Main	EA	2	4,000.00	8,000.00	4,125.00	8,250.00
7	Remove & Salvage Fire Hydrant	EA	2	500.00	1,000.00	450.00	900.00
8	3/4" Water Connection to 10" Main	EA	19	1,000.00	19,000.00	569.00	10,811.00
9	3/4" Water Connection to 12" Main	EA	7	1,000.00	7,000.00	569.00	3,983.00
10	3/4" Water Connection to 16" Main	EA	3	1,200.00	3,600.00	1,014.00	3,042.00
11	8" MJ Gate Valve	EA	1	1,250.00	1,250.00	1,473.00	1,473.00
12	8" MJxFL Gate Valve	EA	2	1,250.00	2,500.00	1,438.00	2,876.00
13	8"x8"x8" DI MJ Tee	EA	1	350.00	350.00	575.00	575.00
14	8"x8"x8" DI MJxFL Tee	EA	1	350.00	350.00	580.00	580.00
15	10"x10"x10" DI MJ Tee	EA	1	450.00	450.00	677.00	677.00
16	16"x16"x8" DI MJ Tee	EA	1	600.00	600.00	1,245.00	1,245.00
17	12"x12"x8" DI MJxFL Tee	LS	1	450.00	450.00	460.00	460.00
18	12"x8" DI MJ Reducer	EA	1	400.00	400.00	422.00	422.00
19	8"x6" DI MJ Reducer	EA	1	300.00	300.00	351.00	351.00
20	12" DI MJ 90° Bend	EA	1	300.00	300.00	625.00	625.00
21	8" DI MJ 90° Bend	EA	2	300.00	600.00	427.00	854.00
22	8" DI MJ 22.5° Bend	EA	1	300.00	300.00	398.00	398.00
23	Mailbox Relocation	EA	2	100.00	200.00	250.00	500.00
24	Cap Existing Water Main (All types & sizes)	EA	12	200.00	2,400.00	212.00	2,544.00
25	3/4" Copper Water Service Pipe	LF	1,160	18.00	20,880.00	22.11	25,647.60
26	Connect to Existing 6" Water Main	EA	1	1,200.00	1,200.00	1,345.00	1,345.00
27	Connect to Existing 8" Water Main	EA	6	1,200.00	7,200.00	1,405.00	8,430.00
28	Connect to Existing 10" Water Main	EA	2	1,300.00	2,600.00	1,685.00	3,370.00
29	Connect to Existing 12" Water Main	EA	1	1,300.00	1,300.00	2,348.00	2,348.00
30	Connect to Existing 16" Water Main	EA	1	1,400.00	1,400.00	2,950.00	2,950.00
31	Type A1 Foundation	TON	50	12.00	600.00	14.90	745.00
32	Type A2 Bedding	TON	550	14.00	7,700.00	11.50	6,325.00
33	Type A4 Agg. Base	TON	420	14.00	5,880.00	13.25	5,565.00
34	Flowable Fill	CY	300	100.00	30,000.00	135.00	40,500.00
35	4" Bituminous Asphalt (City Streets)	SF	6,155	2.25	13,848.75	3.35	20,619.25
36	6" Bituminous Asphalt (UDOT)	SF	6,770	4.07	27,553.90	5.83	39,469.10
	Total				215,798.75		263,568.75

# 1700 South Waterline Project Phase II

\*Denotes Corrected Mathematical Error

Item	Description	Unit	Quantity	Unit Price		Total Price	
				Un	A	Un	A
1	Mobilization	LS	1	8,600.00	8,600.00	10,000.00	10,000.00
2	Traffic Control	LS	1	15,359.00	15,359.00	6,000.00	6,000.00
3	12" DR-14 PVC C-900	LF	880	35.75	31,460.00	47.17	41,509.60
4	8" DR-14 PVC C-900	LF	100	35.50	3,550.00	35.21	3,521.00
5	Fire Hydrant Assembly - 10" Main	EA	3	5,969.00	17,907.00	4,638.91	13,916.73
6	Fire Hydrant Assembly - 12" Main	EA	2	4,582.00	9,164.00	4,554.91	9,109.82
7	Remove & Salvage Fire Hydrant	EA	2	225.00	450.00	400.00	800.00
8	3/4" Water Connection to 10" Main	EA	19	1,137.00	21,603.00	568.10	10,793.90
9	3/4" Water Connection to 12" Main	EA	7	1,153.00	8,071.00	587.62	4,113.34
10	3/4" Water Connection to 16" Main	EA	3	1,527.00	4,581.00	978.05	2,934.15
11	8" MJ Gate Valve	EA	1	1,305.00	1,305.00	1,681.78	1,681.78
12	8" MJxFL Gate Valve	EA	2	1,278.00	2,556.00	1,652.40	3,304.80
13	8"x8"x8" DI MJ Tee	EA	1	430.00	430.00	773.23	773.23
14	8"x8"x8" DI MJxFL Tee	EA	1	459.00	459.00	784.83	784.83
15	10"x10"x10" DI MJ Tee	EA	1	554.00	554.00	948.54	948.54
16	16"x16"x8" DI MJ Tee	EA	1	1,115.00	1,115.00	1,454.21	1,454.21
17	12"x12"x8" DI MJxFL Tee	LS	1	678.00	678.00	816.52	816.52
18	12"x8" DI MJ Reducer	EA	1	246.00	246.00	546.94	546.94
19	8"x6" DI MJ Reducer	EA	1	170.00	170.00	423.65	423.65
20	12" DI MJ 90° Bend	EA	1	537.00	537.00	858.83	858.83
21	8" DI MJ 90° Bend	EA	2	336.00	672.00	558.32	1,116.64
22	8" DI MJ 22.5° Bend	EA	1	305.00	305.00	505.08	505.08
23	Mailbox Relocation	EA	2	210.00	420.00	150.00	300.00
24	Cap Existing Water Main (All types & sizes)	EA	12	750.00	9,000.00	484.60	5,815.20
25	3/4" Copper Water Service Pipe	LF	1,160	14.35	16,646.00	15.71	18,223.60
26	Connect to Existing 6" Water Main	EA	1	1,035.00	1,035.00	875.76	875.76
27	Connect to Existing 8" Water Main	EA	6	1,100.00	6,600.00	934.21	5,605.26
28	Connect to Existing 10" Water Main	EA	2	1,347.00	2,694.00	1,087.74	2,175.48
29	Connect to Existing 12" Water Main	EA	1	2,212.00	2,212.00	1,291.75	1,291.75
30	Connect to Existing 16" Water Main	EA	1	2,573.00	2,573.00	1,795.16	1,795.16
31	Type A1 Foundation	TON	50	18.45	922.50	27.69	1,384.50
32	Type A2 Bedding	TON	550	12.60	6,930.00	21.27	11,698.50
33	Type A4 Agg. Base	TON	420	15.25	6,405.00	24.48	10,281.60
34	Flowable Fill	CY	300	96.65	28,995.00	156.85	47,055.00
35	4" Bituminous Asphalt (City Streets)	SF	6,155	3.05	18,772.75	4.75	29,236.25
36	6" Bituminous Asphalt (UDOT)	SF	6,770	5.10	34,527.00	6.66	45,088.20
	Total				267,504.25		296,739.85

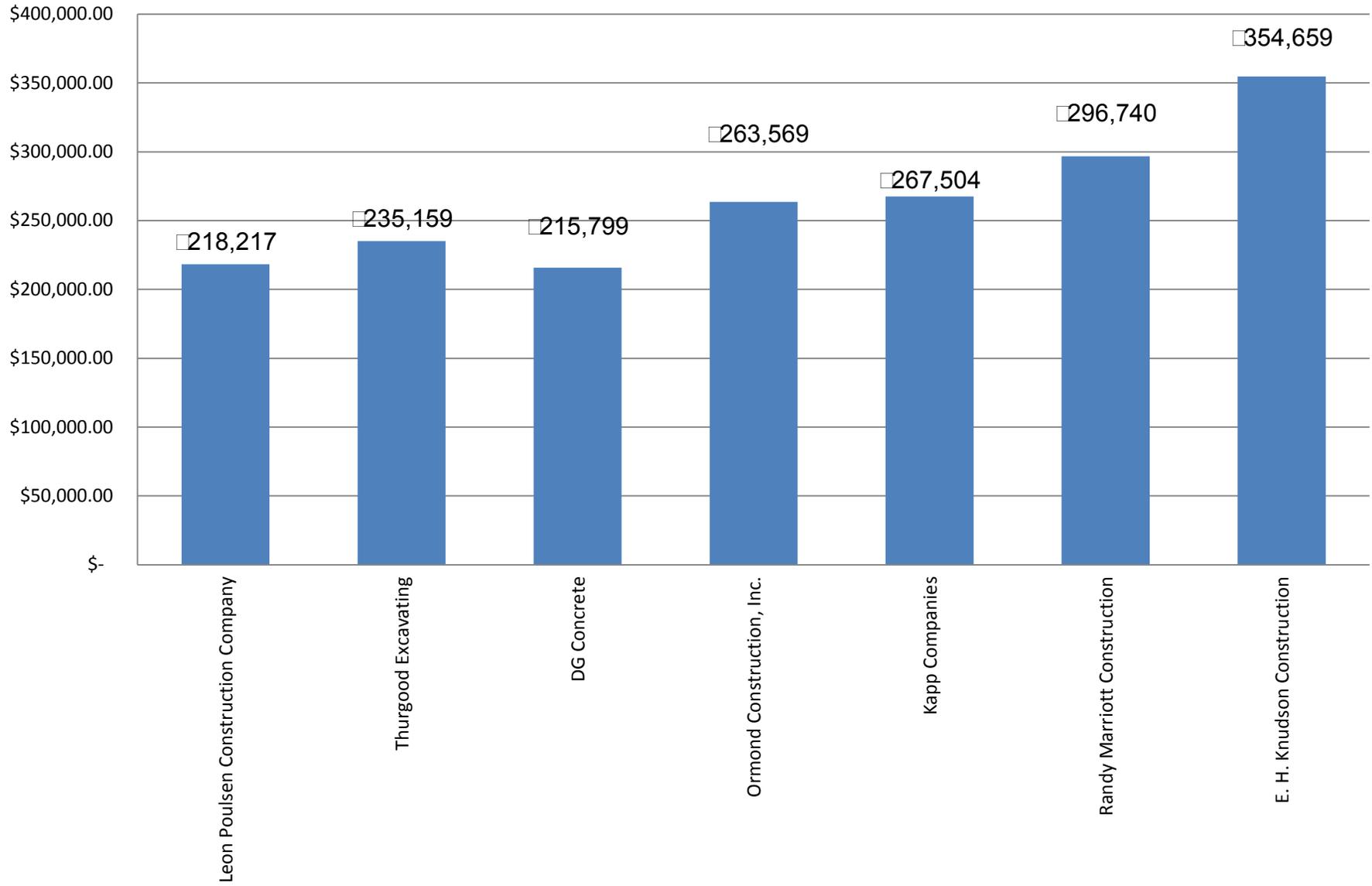
# 1700 South Waterline Project Phase II

\*Denotes Corrected Mathematical Error

				E. <del>Un</del> <del>Alloc</del> <del>ation</del>	
				<del>Un</del> <del>Alloc</del> <del>ation</del>	
ID	Description	Unit	Quantity	Un <del>Alloc</del> <del>ation</del>	Alloc <del>ation</del>
1	Mobilization	LS	1	9,500.00	9,500.00
2	Traffic Control	LS	1	17,000.00	17,000.00
3	12" DR-14 PVC C-900	LF	880	48.00	42,240.00
4	8" DR-14 PVC C-900	LF	100	57.00	5,700.00
5	Fire Hydrant Assembly - 10" Main	EA	3	6,600.00	19,800.00
6	Fire Hydrant Assembly - 12" Main	EA	2	5,200.00	10,400.00
7	Remove & Salvage Fire Hydrant	EA	2	500.00	1,000.00
8	3/4" Water Connection to 10" Main	EA	19	1,550.00	29,450.00
9	3/4" Water Connection to 12" Main	EA	7	1,100.00	7,700.00
10	3/4" Water Connection to 16" Main	EA	3	3,800.00	11,400.00
11	8" MJ Gate Valve	EA	1	2,000.00	2,000.00
12	8" MJxFL Gate Valve	EA	2	2,000.00	4,000.00
13	8"x8"x8" DI MJ Tee	EA	1	2,500.00	2,500.00
14	8"x8"x8" DI MJxFL Tee	EA	1	2,500.00	2,500.00
15	10"x10"x10" DI MJ Tee	EA	1	1,000.00	1,000.00
16	16"x16"x8" DI MJ Tee	EA	1	10,000.00	10,000.00
17	12"x12"x8" DI MJxFL Tee	LS	1	2,000.00	2,000.00
18	12"x8" DI MJ Reducer	EA	1	800.00	800.00
19	8"x6" DI MJ Reducer	EA	1	700.00	700.00
20	12" DI MJ 90° Bend	EA	1	1,500.00	1,500.00
21	8" DI MJ 90° Bend	EA	2	1,350.00	2,700.00
22	8" DI MJ 22.5° Bend	EA	1	900.00	900.00
23	Mailbox Relocation	EA	2	300.00	600.00
24	Cap Existing Water Main (All types & sizes)	EA	12	600.00	7,200.00
25	3/4" Copper Water Service Pipe	LF	1,160	30.00	34,800.00
26	Connect to Existing 6" Water Main	EA	1	1,500.00	1,500.00
27	Connect to Existing 8" Water Main	EA	6	2,300.00	13,800.00
28	Connect to Existing 10" Water Main	EA	2	2,225.00	4,450.00
29	Connect to Existing 12" Water Main	EA	1	2,500.00	2,500.00
30	Connect to Existing 16" Water Main	EA	1	4,000.00	4,000.00
31	Type A1 Foundation	TON	50	23.00	1,150.00
32	Type A2 Bedding	TON	550	13.65	7,507.50
33	Type A4 Agg. Base	TON	420	20.00	8,400.00
34	Flowable Fill	CY	300	90.00	27,000.00
35	4" Bituminous Asphalt (City Streets)	SF	6,155	3.15	19,388.25
36	6" Bituminous Asphalt (UDOT)	SF	6,770	5.55	37,573.50
	Total				354,659.25

# Bid Tabulation

## 1700 South Waterline Project Phase II



# SYRACUSE CITY CORPORATION

## 1700 SOUTH WATERLINE REPLACEMENT PROJECT

### PHASE II

FEBRUARY 2012

#### DRAWING INDEX

SHEET	DESCRIPTION
	GENERAL
G-001	COVER SHEET
G-002	VICINITY MAP
G-003	LINE LEGEND
G-004	SYMBOL LEGEND AND ABBREVIATIONS
	CIVIL
C-101	1700 SOUTH WATERLINE PLAN
C-102	1700 SOUTH WATERLINE PLAN
C-103	2500 WEST WATER METER CONNECTION PLAN
C-104	2500 WEST WATER METER CONNECTION PLAN
C-501	DETAIL SHEET
C-502	DETAIL SHEET
C-503	DETAIL SHEET
C-504	DETAIL SHEET

## BID SET

PROJECT NO. 55-11-024



PLANS PREPARED BY:

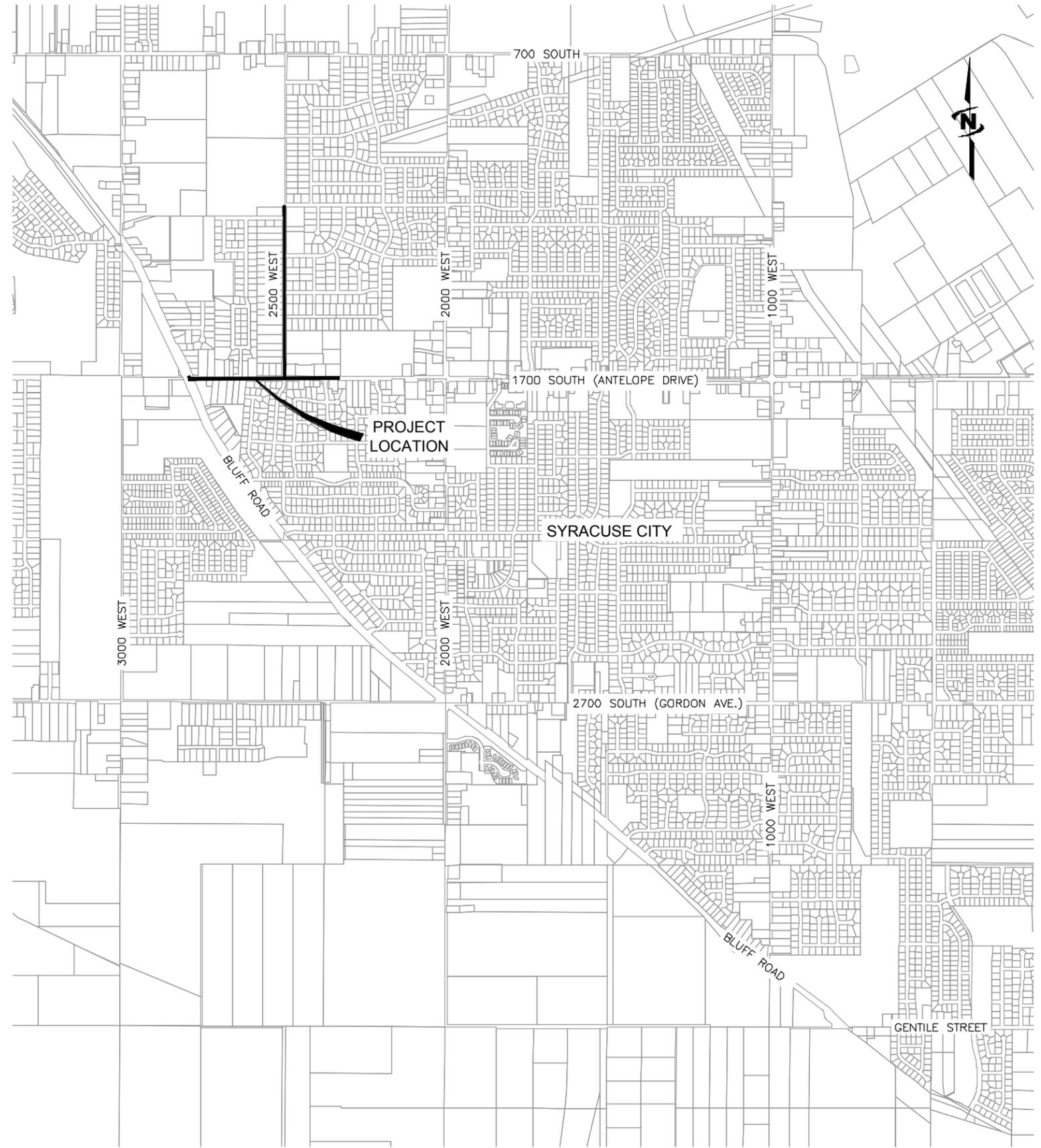


LAST UPDATED: 2/24/2012

SHEET NUMBER:

G-001

Plot Date: 2/24/2012 11:13 AM Plotted By: Kuris Fredericks  
 Date Created: 3/7/2011 File Path: J:\PROJECTS\JUB\SYRACUSE\55-11-024\1700S WATERLINE\NECAD\SHEET\GENERAL\55-11-024\_G-002.DWG



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NO.	DESCRIPTION	BY	DATE

**1700 SOUTH WATERLINE REPLACEMENT PROJECT**  
**SYRACUSE CITY CORPORATION**  
 PHASE II  
 VICINITY MAP

FILE: 55-11-024\_G-002  
 JUB PROJ #: 55-11-024  
 DRAWN BY: JDM  
 DESIGN BY: NGS  
 CHECKED BY: RDS  
 AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY  
 LAST UPDATED: 2/24/2012  
 SHEET NUMBER:  
**G-002**

**VICINITY MAP**  
 SCALE: N.T.S.

PLANS PREPARED BY:  

 JUB ENGINEERS, INC.



SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
<b>SURVEY</b>		
CAP (ALUMINUM)		
CAP (BRASS)		
CHISELED X		
CTRL PT GENERIC		
CTRL PT 1/2" REBAR		
CTRL PT 3/8" REBAR		
CTRL PT 60D NAIL		
CTRL PT HUB & TACK		
CTRL PT PK NAIL		
CTRL PT TEMP BENCH MARK		
NAIL		
NAIL AND TAG		
NAIL (PK)		
BOLT		
DRILL STEEL		
REBAR (1/2")		
REBAR (3/8")		
STAINLESS STEEL ROD		
IRON PIPE		
RAILROAD SPIKE		
R/W MONUMENT		
STONE		
SECTION CORNER. MON.		
SECTION QUARTER MON.		
<b>SITE</b>		
BOLLARD		
BOULDER		
DRINKING FOUNTAIN		
FLAGPOLE		
GATE		
MAIL BOX		
PARKING METER		
POST		
SIGN		
SPOT ELEVATION		
TREE (SHRUB)		
TREE (STUMP)		
TREE (CONIFEROUS)		
TREE (DECIDUOUS)		
TEST HOLE		
WELL		
WELL (MONITORING)		

SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
<b>UTILITIES</b>		
MANHOLE (GENERIC)		
PRESSURE CLEAN OUT AT GRADE		
THRUST BLOCK		
VAULT		
<b>COMMUNICATION</b>		
TELE. MANHOLE		
TELE. PEDASTAL		
TELE. POLE		
TV PEDASTAL		
GUY WIRE		
<b>DOMESTIC WATER</b>		
FIRE HYDRANT		
SPIGOT		
YARD HYDRANT		
WATER MANHOLE		
WATER METER		
WATER VALVE		
<b>ELECTRIC</b>		
ELEC. MANHOLE		
ELEC. METER		
ELEC. TRANS.		
JUNCTION BOX		
POWER POLE		
POWER STUB		
STREET LIGHT		
TRAFFIC SIGNAL POLE		
<b>IRRIGATION</b>		
IRRIGATION VALVE		
IRRIGATION VALVE BOX		
SPRINKLER		
<b>NATURAL GAS</b>		
GAS METER		
GAS VALVE		
<b>SANITARY SEWER</b>		
CLEANOUT		
SEWER STUB		
SS MANHOLE		
<b>STORM DRAIN</b>		
CATCH BASIN		
DRY WELL		
FLARE END		
GREASE TRAP		
SD MANHOLE		

SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
<b>FITTINGS</b>		
BEND (11.25')		
BEND (22.5')		
BEND (45')		
BEND (90')		
CAP		
COUPLING		
CROSS		
REDUCER (CONCENTRIC)		
REDUCER (ECCENTRIC)		
TEE		
TRUE UNION		
WYE		
<b>VALVES</b>		
AIR VALVE		
BLOW OFF		
COMBO VALVE		
BALL VALVE (N.C.)		
BALL VALVE (N.O.)		
BUTTERFLY VALVE		
CHECK VALVE		
CHECK VALVE (FLANGE)		
CHECK VALVE (MJ)		
GATE VALVE		
PLUG VALVE (N.C.)		
PLUG VALVE (N.O.)		
<b>ROAD MARKINGS</b>		
TURN ARROW		
ARROW STRAIGHT		
ARROW STRAIGHT/TURN		
BICYCLE ROUTE		
CAR		
HANDICAP SYMBOL		
<b>ROADWAY</b>		
INTERSTATE ROUTE		
MAST ARM		
PEDESTRIAN SIGNAL		
STATE ROUTE		
TRAFFIC LIGHT		

SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
<b>ROADWAY (CONT.)</b>		
TYPE 2 BARRICADE		
US ROUTE		
TRAFFIC ATTENUATOR		
JERSEY BARRIER		

ABBREVIATIONS	
ASSY	ASSEMBLY
>	ANGLE
⊙	AT (MEASUREMENTS)
BLDG	BUILDING
BM	BENCH MARK
BSC	BITUMINOUS SURFACE COURSE
BSW	BACK OF SIDEWALK
BW	BOTH WAYS
C	CHANNEL (STRUCTURAL)
C/L	CENTER LINE
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CONC	CONCRETE
CONT	CONTINUOUS
CPLG	COUPLING
CU FT	CUBIC FEET
CU YD	CUBIC YARD
DEG OR °	DEGREE
DET	DETAIL
DIA OR Ø	DIAMETER
DIP	DUCTILE IRON PIPE
DIST	DISTRIBUTION
DWG	DRAWING
EA	EACH
ELB	ELBOW
ELEV	ELEVATION
EW	EACH WAY
EXIST	EXISTING
FG	FINISH GRADE
FH	FIRE HYDRANT
FLG	FLANGE
FT OR '	FEET
GV	GATE VALVE
HORIZ	HORIZONTAL
ID	INSIDE DIAMETER
IN OR "	INCH
LB OR #	POUND
LF	LINEAL FEET
LN	LINEAL
MAX	MAXIMUM
MIN	MINIMUM
NO OR #	NUMBER
PE	POLYETHYLENE
PL	PLATE
PL	PROPERTY LINE
PVC	POLYVINYL-CHLORIDE
R	RADIUS
RP	RADIUS POINT
R&R	REMOVE & REPLACE
REM	REMOVE
REQ'D	REQUIRED
REV	REVISION
R/W	RIGHT-OF-WAY

\$	SLOPE
SPEC	SPECIFICATION
STA	STATION
STD	STANDARD
STL	STEEL
ST STL	STAINLESS STEEL
TBC	TOP BACK OF CURB
TYP	TYPICAL
TFC	TOP FACE OF CONCRETE
W/	WITH
W/O	WITHOUT
W/REQ'D	WHERE REQUIRED

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**BID SET**

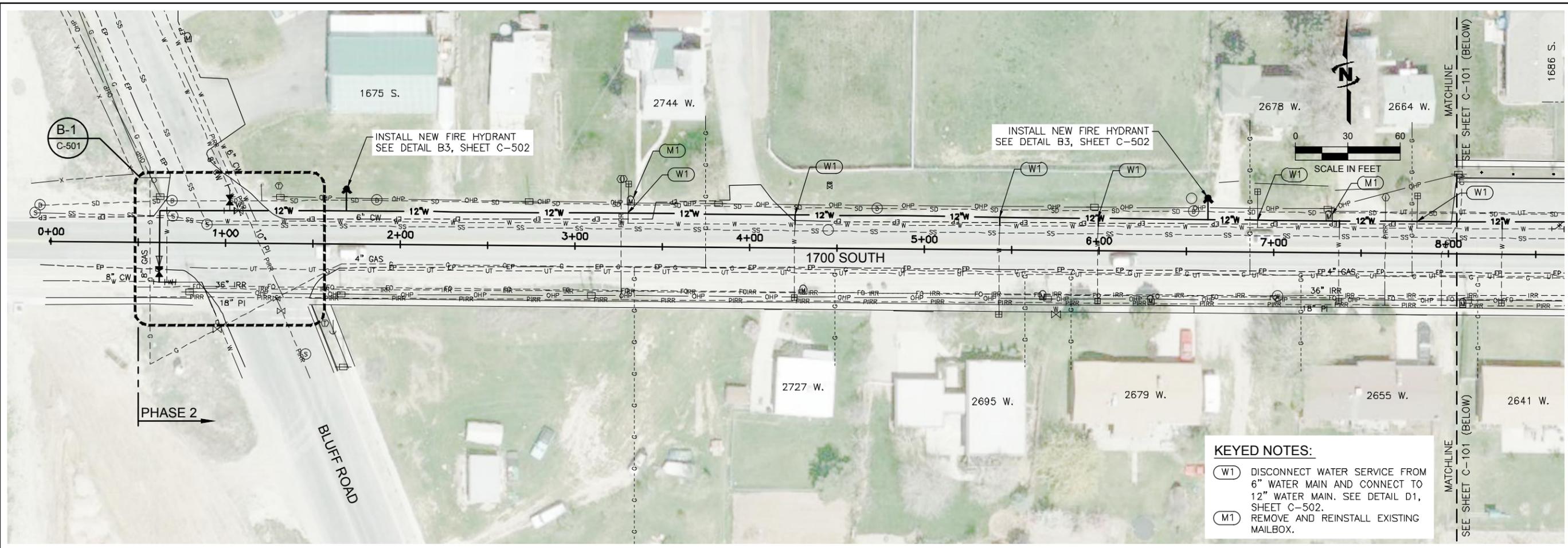
NO.	DESCRIPTION	BY	DATE

**1700 SOUTH WATERLINE REPLACEMENT PROJECT**  
**SYRACUSE CITY CORPORATION**  
 PHASE II  
 SYMBOL LEGEND AND ABBREVIATIONS

FILE: 55-11-024\_G-004  
 JUB PROJ #: 55-11-024  
 DRAWN BY: JDM  
 DESIGN BY: NCS  
 CHECKED BY: RDS  
 AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY  
 LAST UPDATED: 2/23/2012  
 SHEET NUMBER:  
G-004



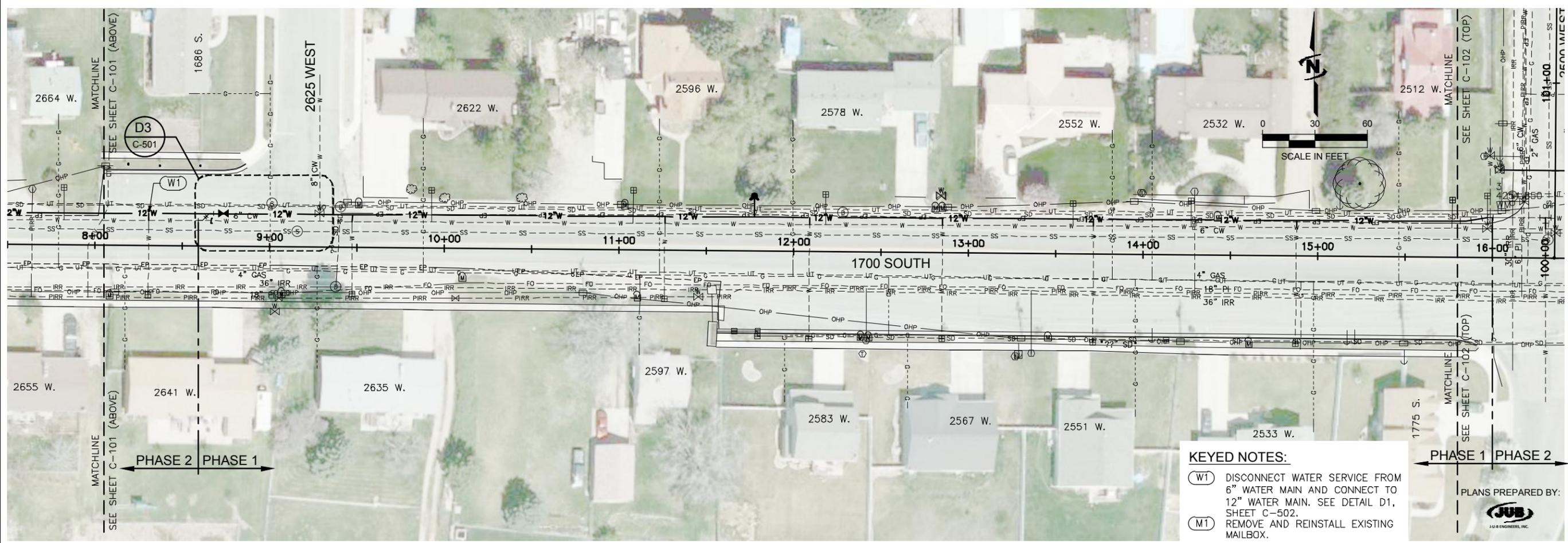
PLANS PREPARED BY:



**KEYED NOTES:**

(W1) DISCONNECT WATER SERVICE FROM 6" WATER MAIN AND CONNECT TO 12" WATER MAIN. SEE DETAIL D1, SHEET C-502.

(M1) REMOVE AND REINSTALL EXISTING MAILBOX.



**KEYED NOTES:**

(W1) DISCONNECT WATER SERVICE FROM 6" WATER MAIN AND CONNECT TO 12" WATER MAIN. SEE DETAIL D1, SHEET C-502.

(M1) REMOVE AND REINSTALL EXISTING MAILBOX.

PLANS PREPARED BY:  


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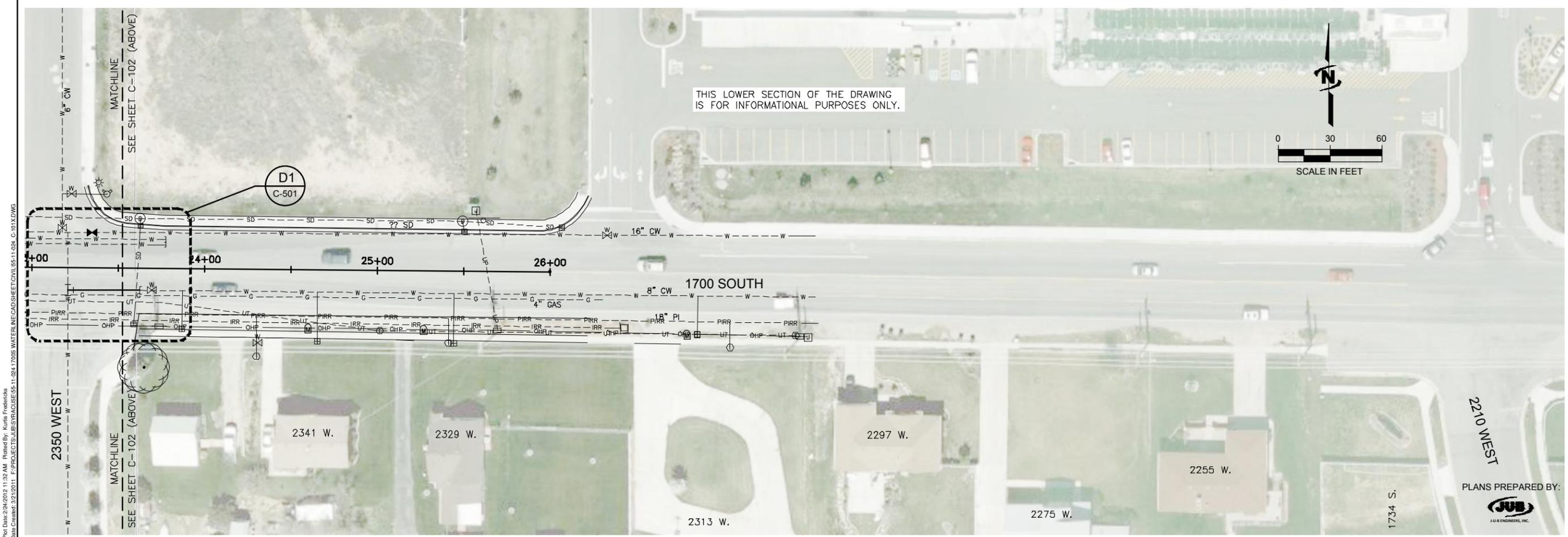
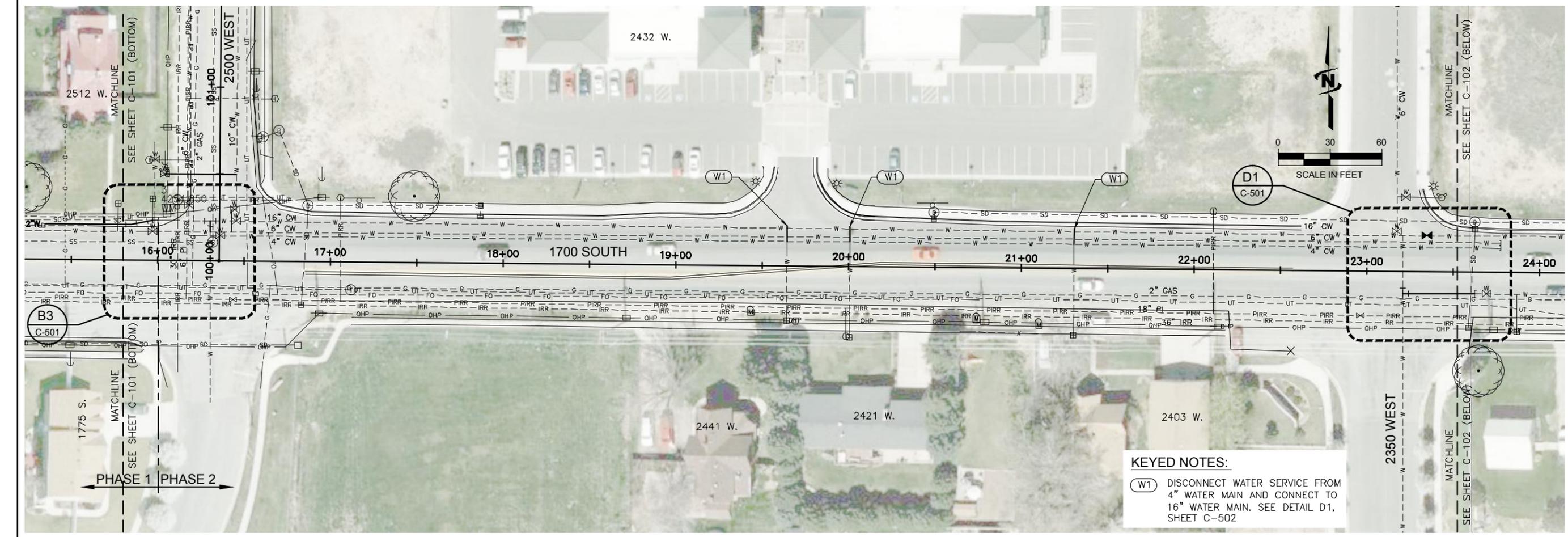
NO.	REVISION	DESCRIPTION	BY	DATE

**1700 SOUTH WATERLINE REPLACEMENT PROJECT**  
**SYRACUSE CITY CORPORATION**

PHASE II  
 1700 SOUTH WATERLINE PLAN

FILE: 55-11-024-C-101X  
 JOB PROJ #: 55-11-024  
 DRAWN BY: JDM  
 DESIGN BY: NQS  
 CHECKED BY: RDS  
 AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY  
 LAST UPDATED: 2/24/2012  
 SHEET NUMBER:  
**C-101**

Plot Date: 2/24/2012 11:31 AM. Plotted By: Kuris Fredericks  
 Date Created: 3/21/2011 File Path: J:\SYRACUSE\55-11-024-1700S WATERLINE\CAD\DWG\55-11-024-C-101.DWG



Plot Date: 2/24/2012 11:32 AM. Plotted By: Kuris Fredericks  
 Date Created: 2/21/2011. File Path: J:\JUB\SYRACUSE\55-11-024-1700S WATERLINE\CAD\DRAWING\55-11-024-C-101X.DWG

  
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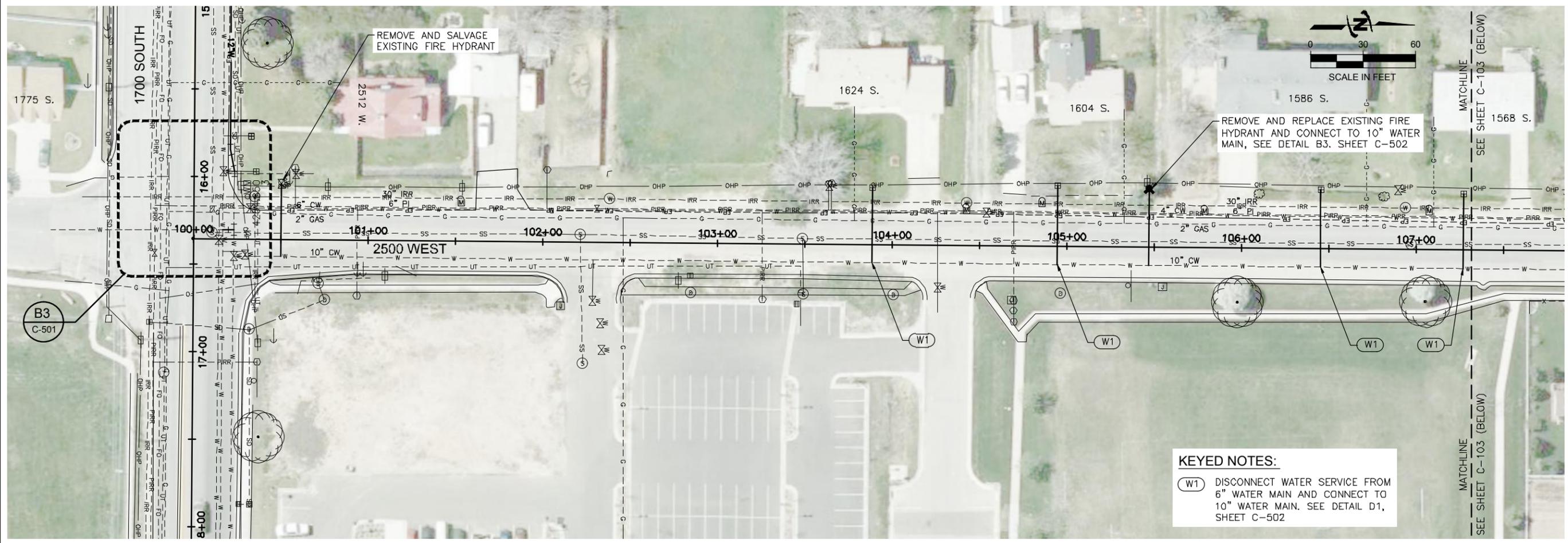
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NO.	REVISION	DESCRIPTION	BY	DATE

**1700 SOUTH WATERLINE REPLACEMENT PROJECT**  
**SYRACUSE CITY CORPORATION**  
  
 PHASE II  
 1700 SOUTH WATERLINE PLAN

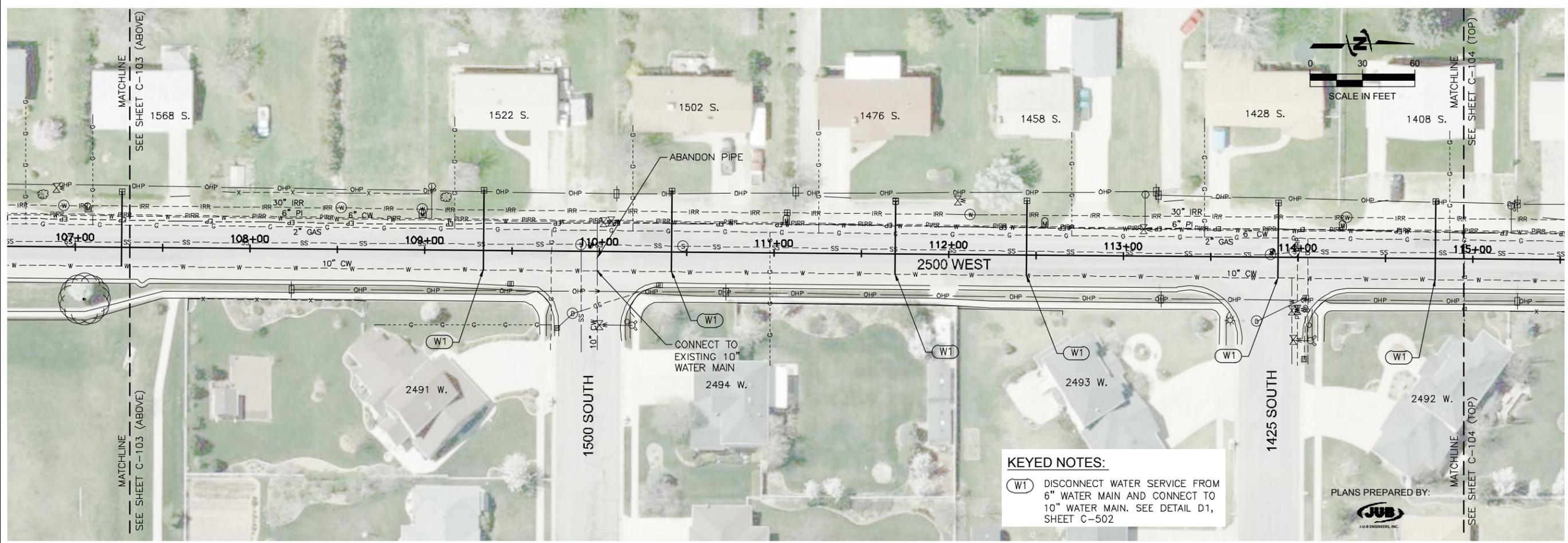
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 DRAWN BY: JDM  
 DESIGN BY: NQS  
 CHECKED BY: RDS  
 AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY  
 LAST UPDATED: 2/24/2012  
 SHEET NUMBER:  
**C-102**





**KEYED NOTES:**

(W1) DISCONNECT WATER SERVICE FROM 6" WATER MAIN AND CONNECT TO 10" WATER MAIN. SEE DETAIL D1, SHEET C-502



**KEYED NOTES:**

(W1) DISCONNECT WATER SERVICE FROM 6" WATER MAIN AND CONNECT TO 10" WATER MAIN. SEE DETAIL D1, SHEET C-502

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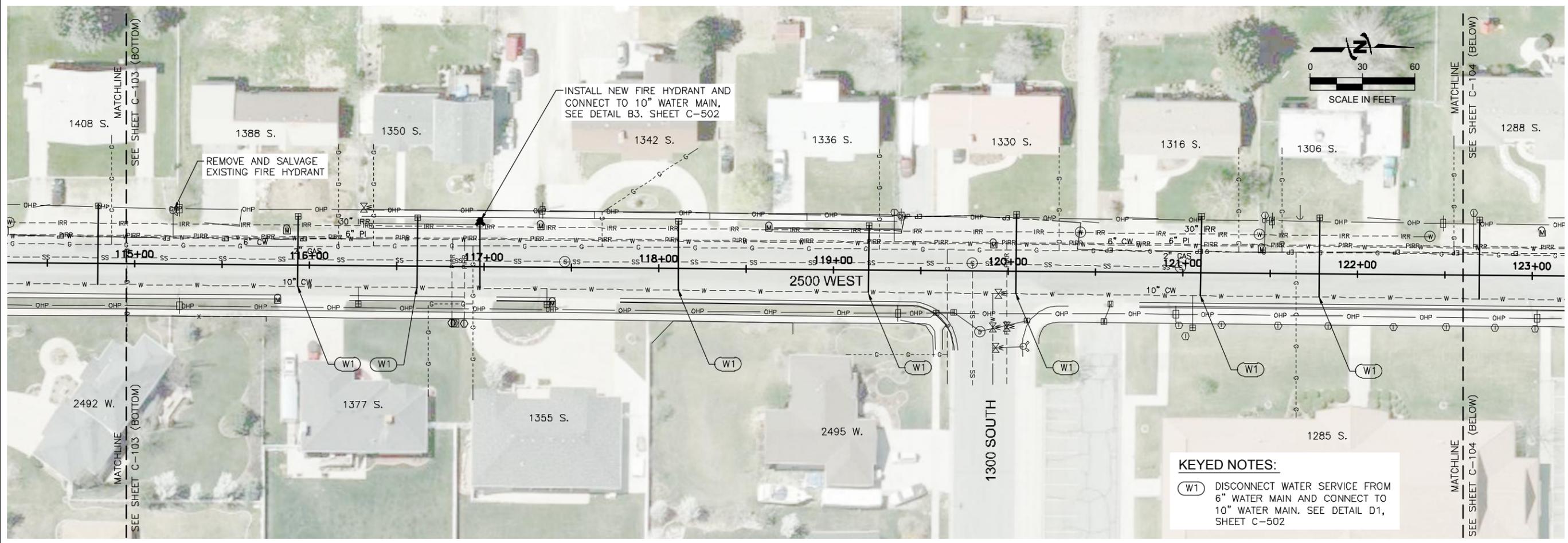
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**1700 SOUTH WATERLINE REPLACEMENT PROJECT**  
**SYRACUSE CITY CORPORATION**  
 PHASE II  
 2500 WEST WATER METER CONNECTION PLAN

FILE: 55-11-024\_C-101X  
 JOB PROJ #: 55-11-024  
 DRAWN BY: JDM  
 DESIGN BY: NCS  
 CHECKED BY: RDS  
 AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY  
 LAST UPDATED: 2/24/2012  
 SHEET NUMBER:  
**C-103**

Plot Date: 2/24/2012 11:33 AM. Plotted By: Kuris Fredericks  
 Date Created: 2/21/2011 File Path: J:\PROJECTS\SYRACUSE\55-11-024-1700S WATERLINE\CAD\DRAWING\55-11-024\_C-101X.DWG



**KEYED NOTES:**  
 (W1) DISCONNECT WATER SERVICE FROM 6" WATER MAIN AND CONNECT TO 10" WATER MAIN. SEE DETAIL D1, SHEET C-502

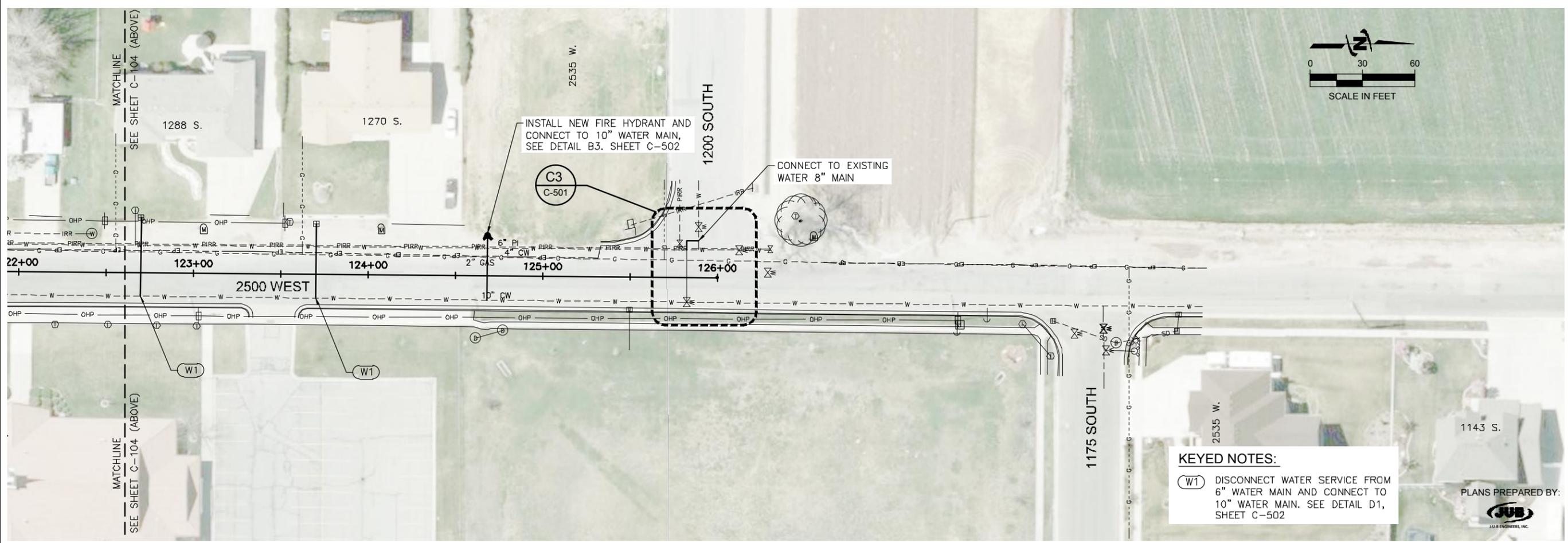


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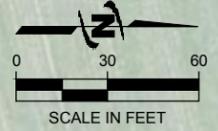
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NO.	REVISION	DESCRIPTION	BY	DATE



**KEYED NOTES:**  
 (W1) DISCONNECT WATER SERVICE FROM 6" WATER MAIN AND CONNECT TO 10" WATER MAIN. SEE DETAIL D1, SHEET C-502



**1700 SOUTH WATERLINE REPLACEMENT PROJECT**  
**SYRACUSE CITY CORPORATION**  
 PHASE II  
 2500 WEST WATER METER CONNECTION PLAN

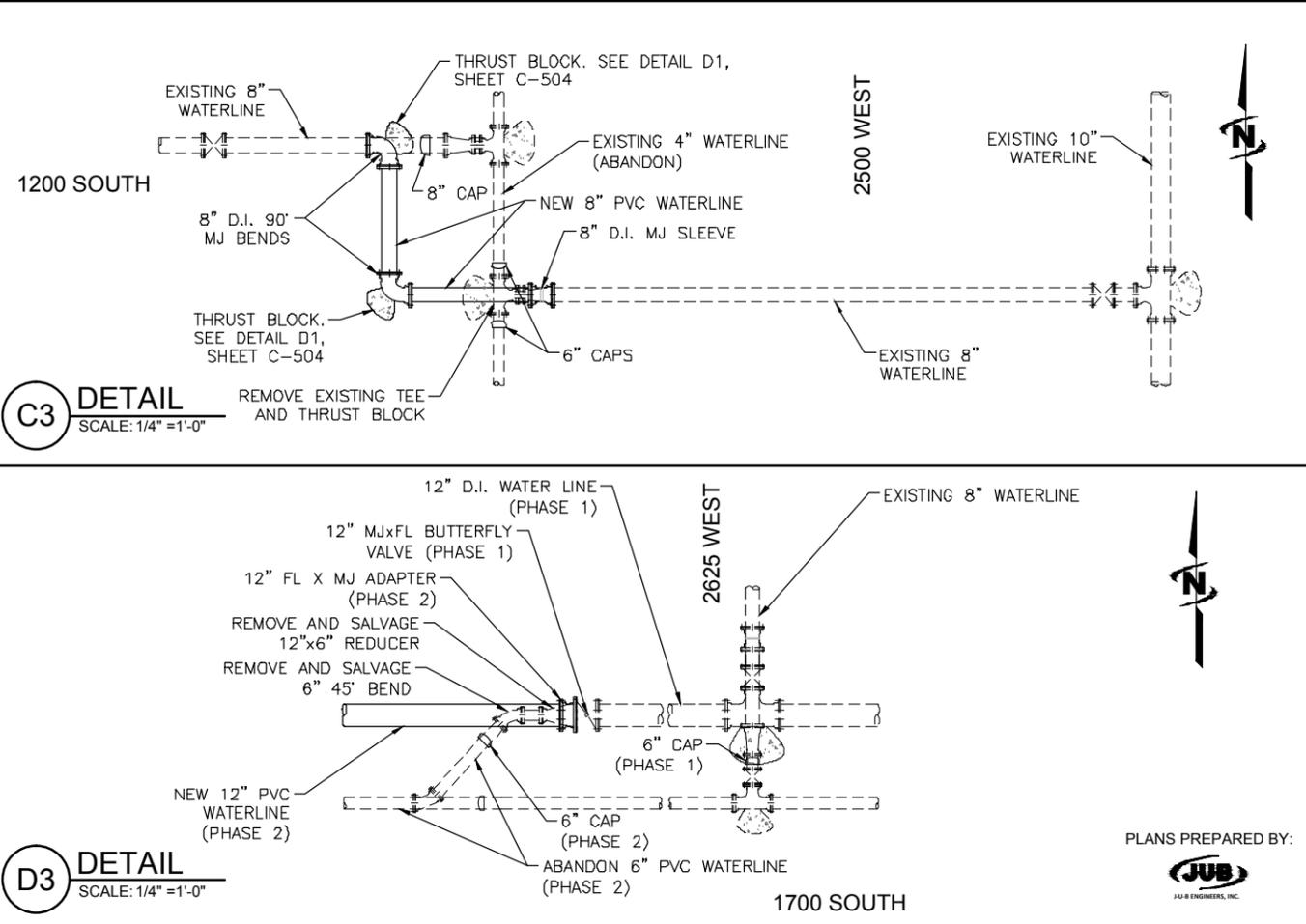
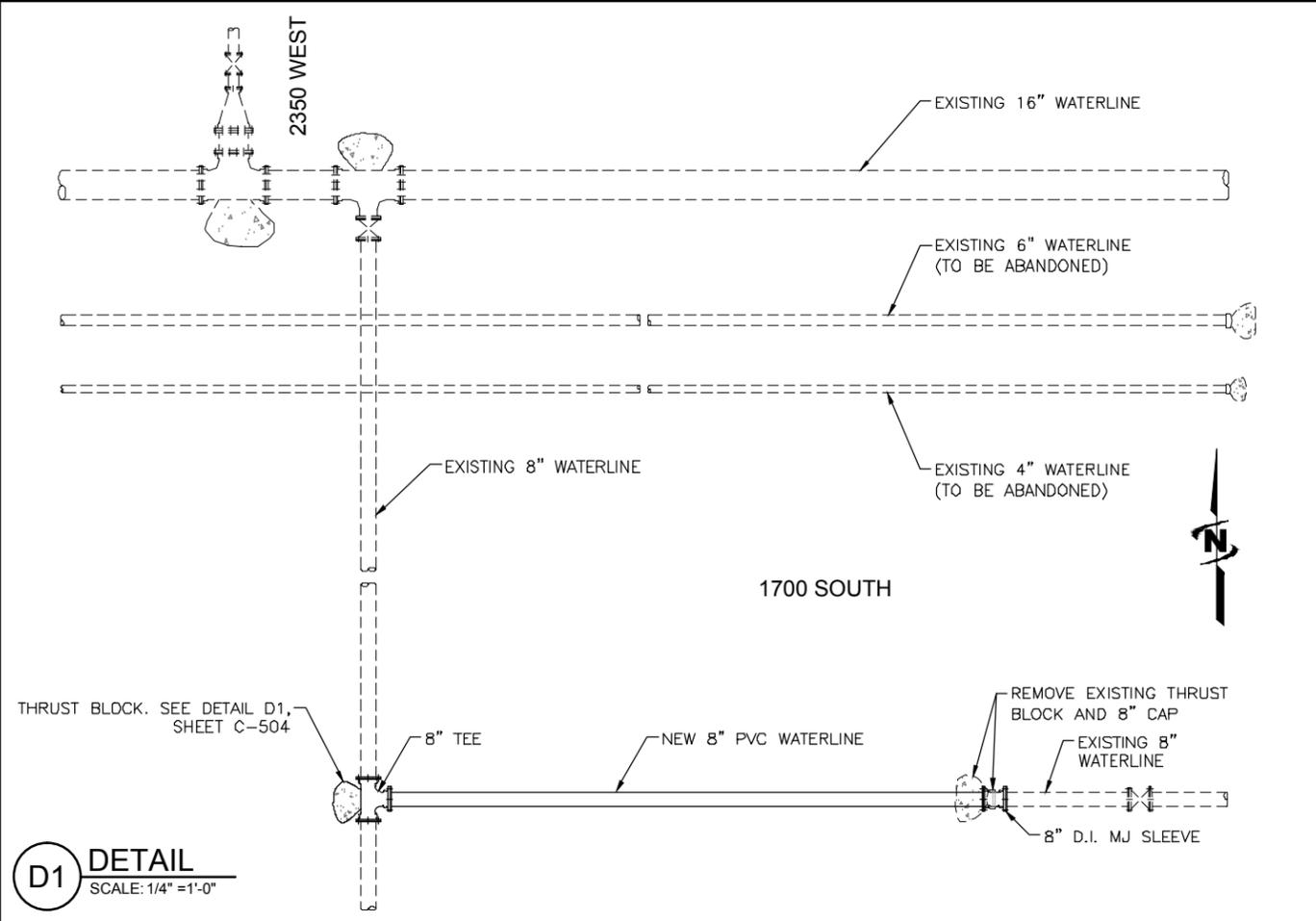
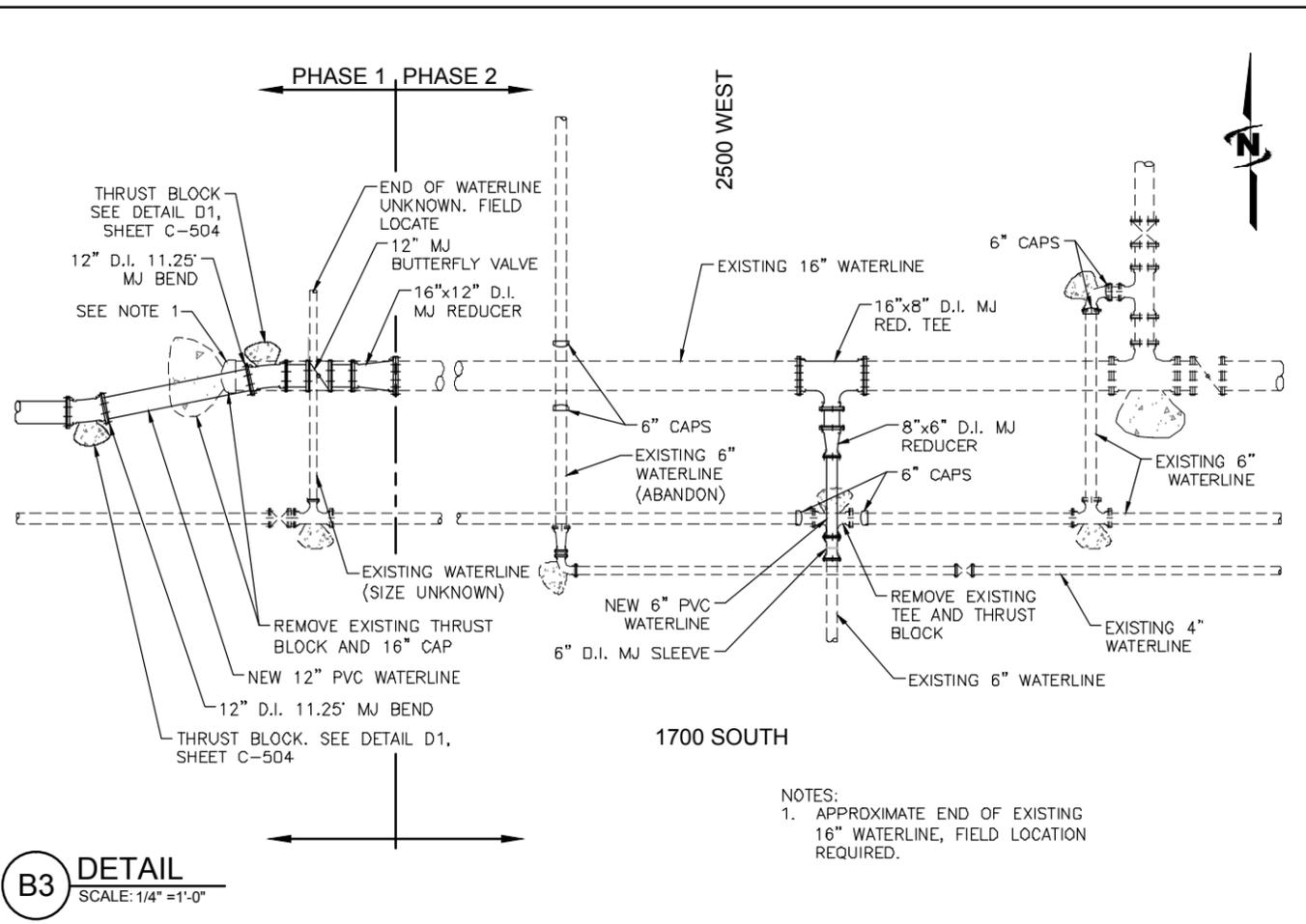
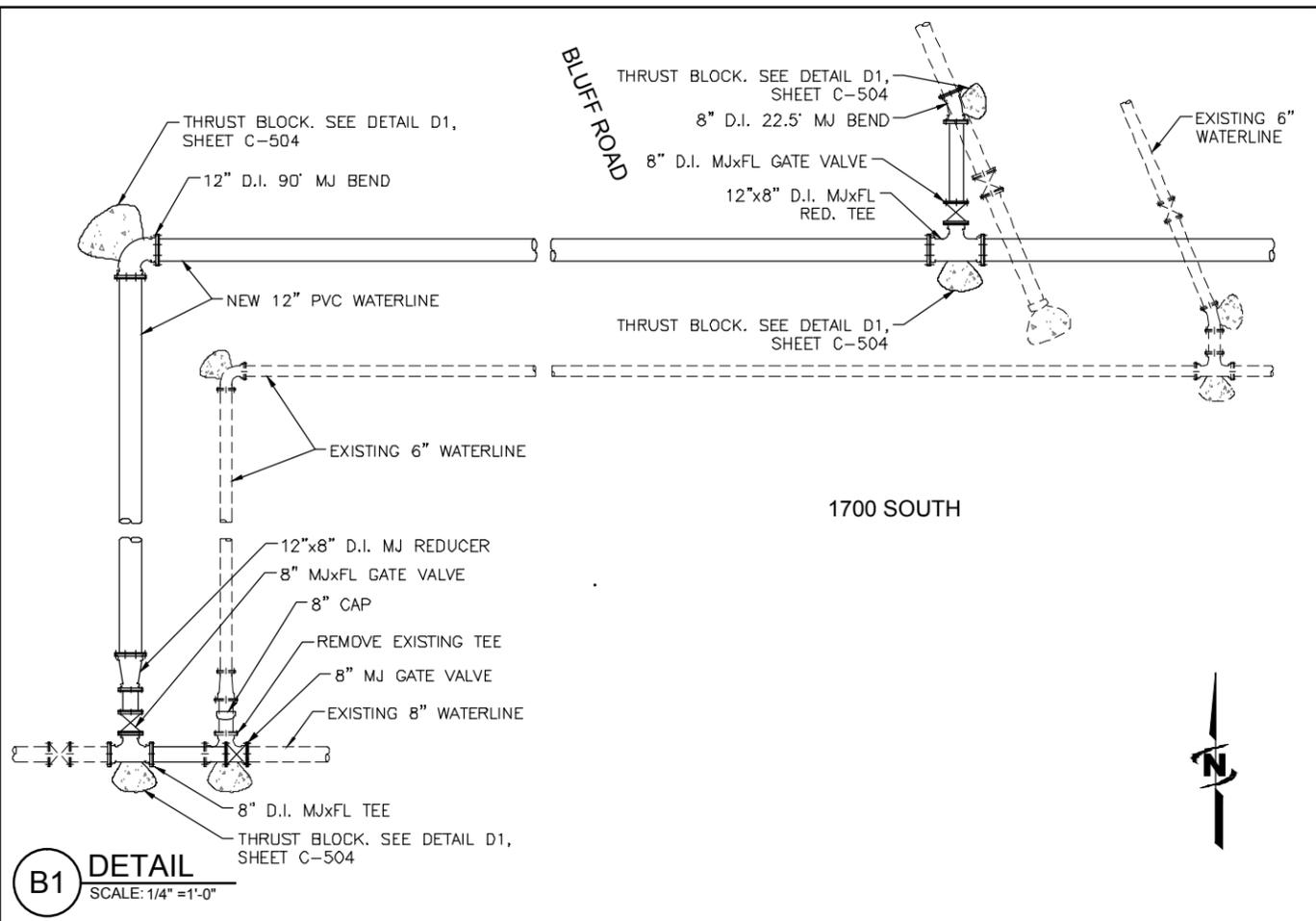
FILE: 55-11-024\_C-101X  
 JUB PROJ. #: 55-11-024  
 DRAWN BY: JDM  
 DESIGN BY: NQS  
 CHECKED BY: RDS  
 AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY  
 LAST UPDATED: 2/24/2012  
 SHEET NUMBER:  
**C-104**

Plot Date: 2/24/2012 11:34 AM. Plotted By: Kuris Fredericks  
 Date Created: 3/21/2011 File Path: J:\JUB\SYRACUSE\55-11-024\1700S WATERLINE\NECAD\SHEET\CIVIL\55-11-024\_C-101X.DWG

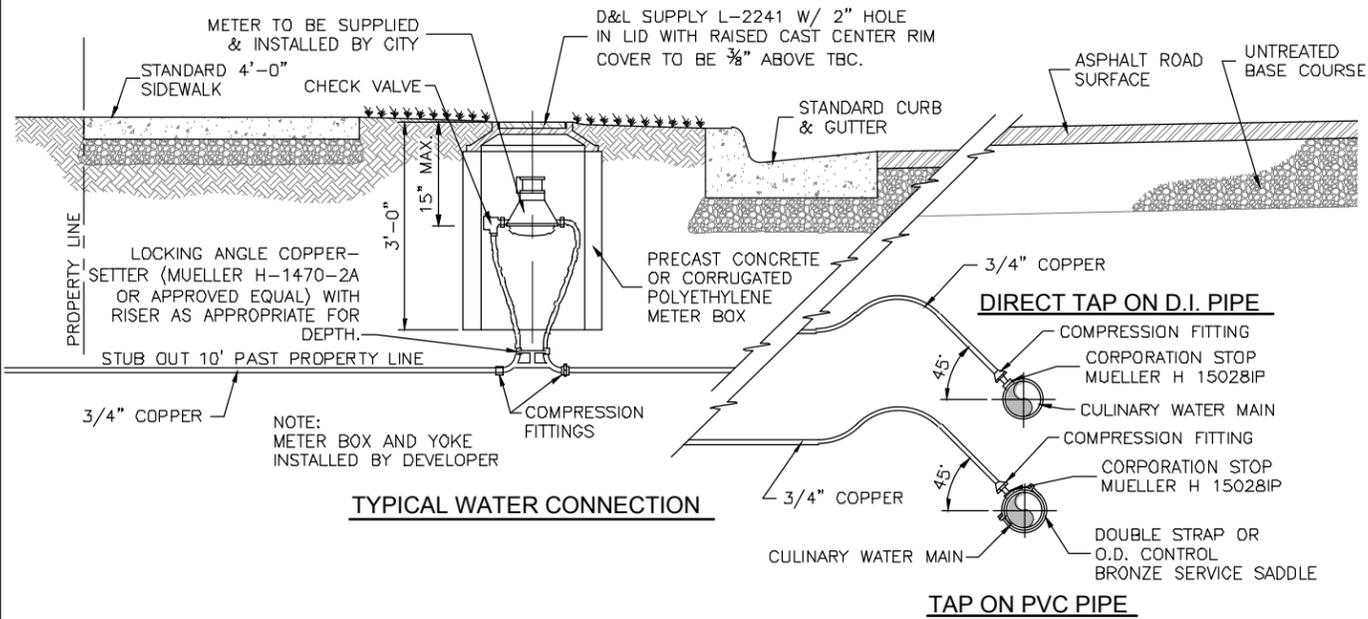


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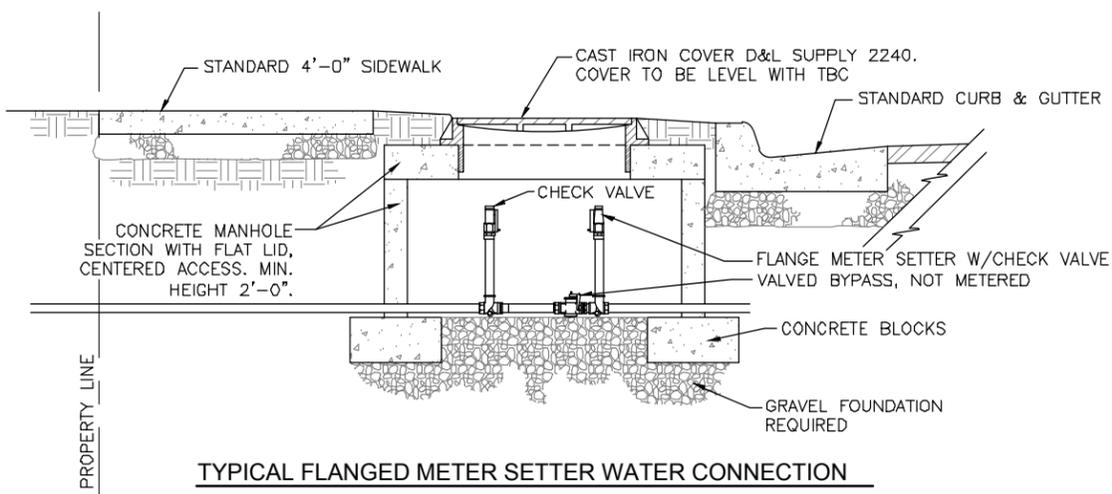
NO.	REVISION	DESCRIPTION	BY	DATE



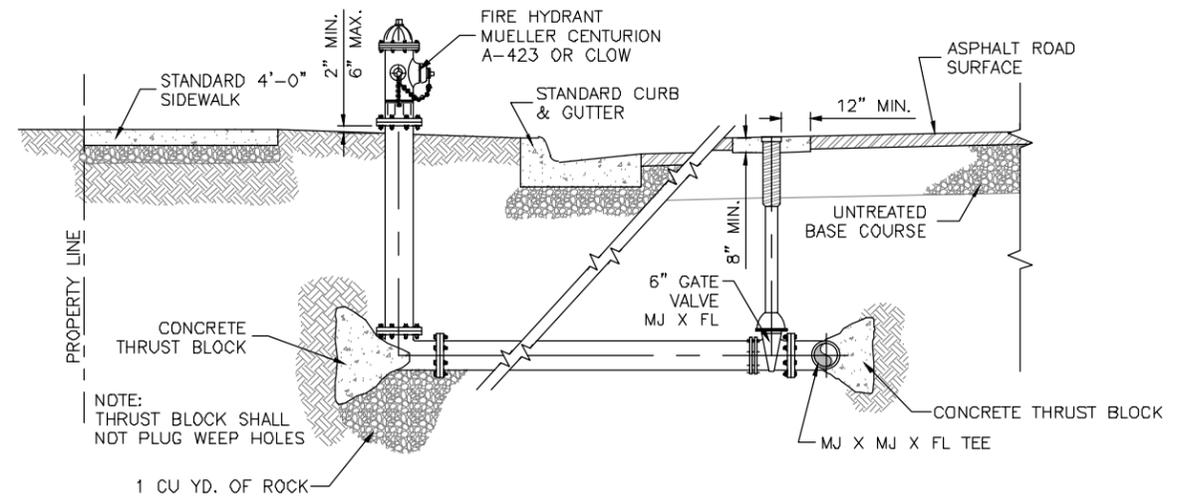
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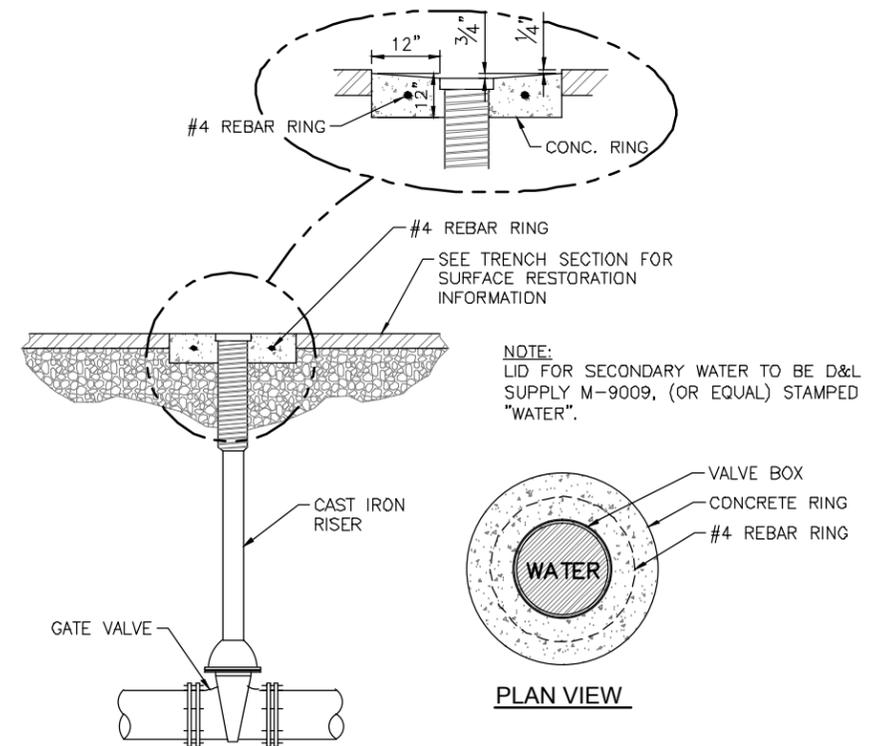
SYRACUSE CITY CORPORATION WATER SERVICE INFORMATION					
SERVICE SIZE	METER BOX SIZE	TYPE OF MATERIAL FOR METER BOX	METER BOX SIZE	CONNECTION TYPE	BYPASS
3/4"	18" DIA	CONCRETE, CORRUGATED POLYETHYLENE	BY CITY	NPT	NO
1"	24" DIA	CONCRETE, CORRUGATED POLYETHYLENE	BY CITY	NPT	NO
1 1/2"	48" BOX	CONCRETE	BY CITY	FLANGE	YES
2"	48" BOX	CONCRETE	BY CITY	FLANGE	YES
3"	60" BOX	CONCRETE	BY CITY	FLANGE	YES
4"	4'X6' BOX	CONCRETE	BY CITY	FLANGE	YES



**D1 TYPICAL WATER SERVICE CONNECTION**  
SCALE: N.T.S.



**B3 TYPICAL FIRE HYDRANT CONNECTION**  
SCALE: N.T.S.



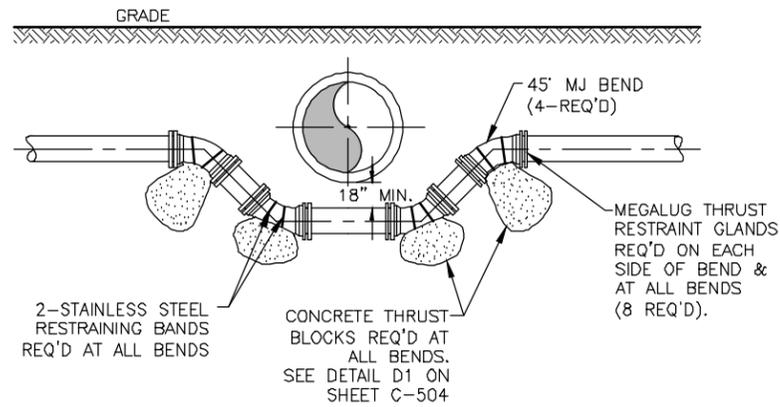
**D3 VALVE BOX CONCRETE COLLAR DETAIL**  
SCALE: N.T.S. (REQUIRED IN PAVED AND UNPAVED AREAS)

REVISION

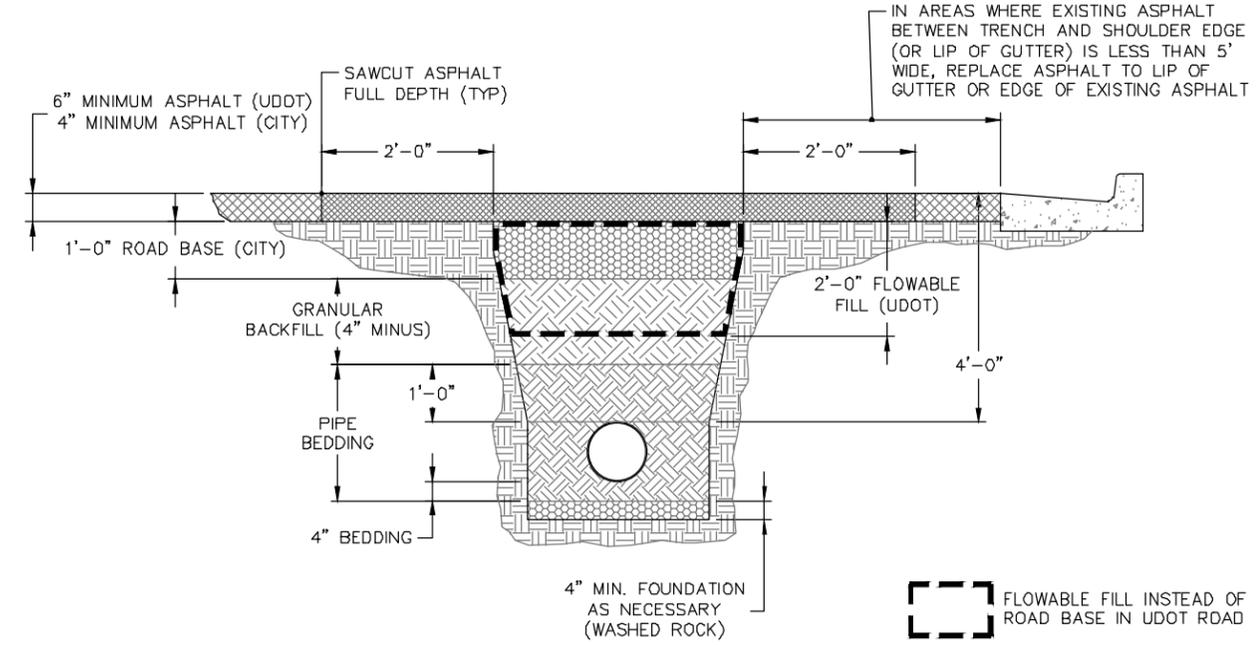
NO.	DESCRIPTION	BY	DATE

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS THE WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF JUB ENGINEERS, INC.

Plot Date: 2/24/2012 11:20 AM Plotted By: Kuris Fredericks  
 Date Created: 2/18/2011 File Path: C:\PROJECTS\JUB\SYRACUSE\55-11-024\1700S WATERLINE\CAD\SHEET\DWG\11-024-C-501X.DWG

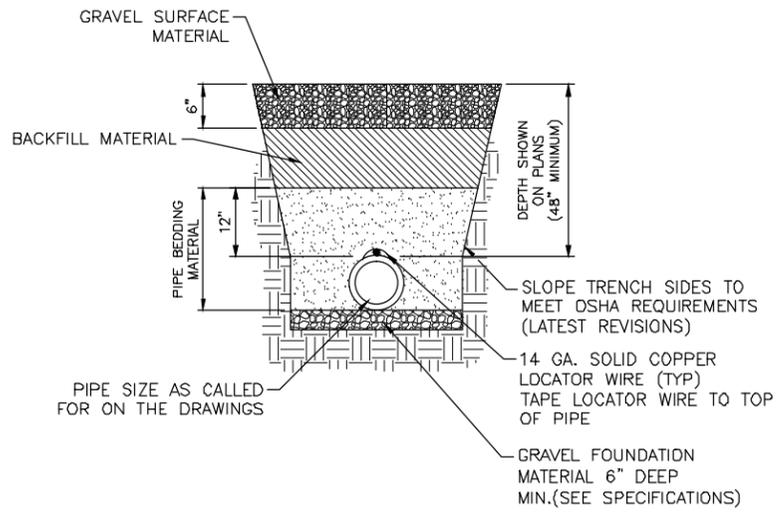


**B1 WATERLINE LOOP DETAIL**  
SCALE:N.T.S.



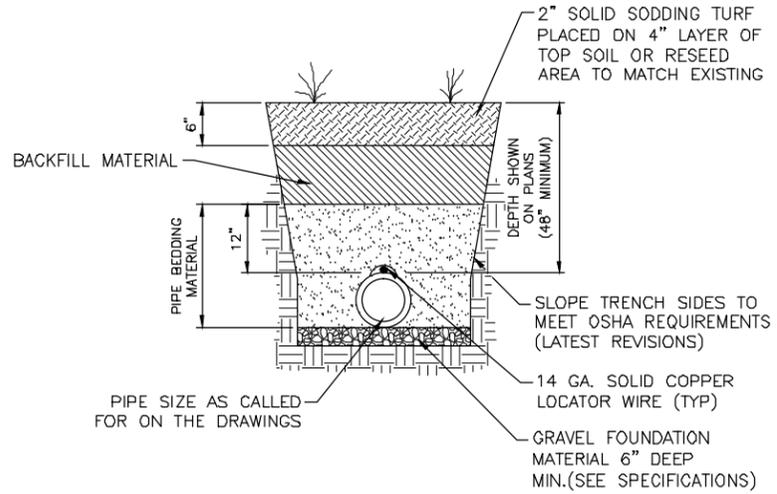
- NOTES:**
1. SLOPE TRENCH SIDES TO MEET OSHA SAFETY REQUIREMENTS, (LATEST REV.)
  2. SEE SPECIFICATIONS FOR GRADATION & COMPACTION REQUIREMENTS.

**B3 BITUMINOUS SURFACE TRENCH SECTION DETAIL**  
SCALE:N.T.S.



- NOTES:**
1. SEE SPECIFICATIONS FOR GRADATION AND COMPACTION REQUIREMENTS.

**D1 GRAVEL SURFACE TRENCH SECTION DETAIL**  
SCALE:N.T.S.



- NOTES:**
1. SEE SPECIFICATIONS FOR GRADATION AND COMPACTION REQUIREMENTS.

**D3 TURF SURFACE TRENCH SECTION DETAIL**  
SCALE:N.T.S.



SYRACUSE CITY  
3061 S. 2400 W.  
Syracuse, Utah 84075  
Phone: 801.825.7235  
Fax: 801.779.9907  
www.syracuseut.com

BID SET

REVISIONS

NO.	DESCRIPTION	BY	DATE

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1700 SOUTH WATERLINE REPLACEMENT PROJECT  
SYRACUSE CITY CORPORATION

PHASE II  
DETAIL SHEET

FILE: 55-11-024\_C-503X  
JUB PROJ. #: 55-11-024  
DRAWN BY: JDM  
DESIGN BY: NGS  
CHECKED BY: RDS  
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY  
LAST UPDATED: 8/22/2011  
SHEET NUMBER:  
**C-503**

PLANS PREPARED BY:  
**JUB**  
JUB & ENGINEERS, INC.

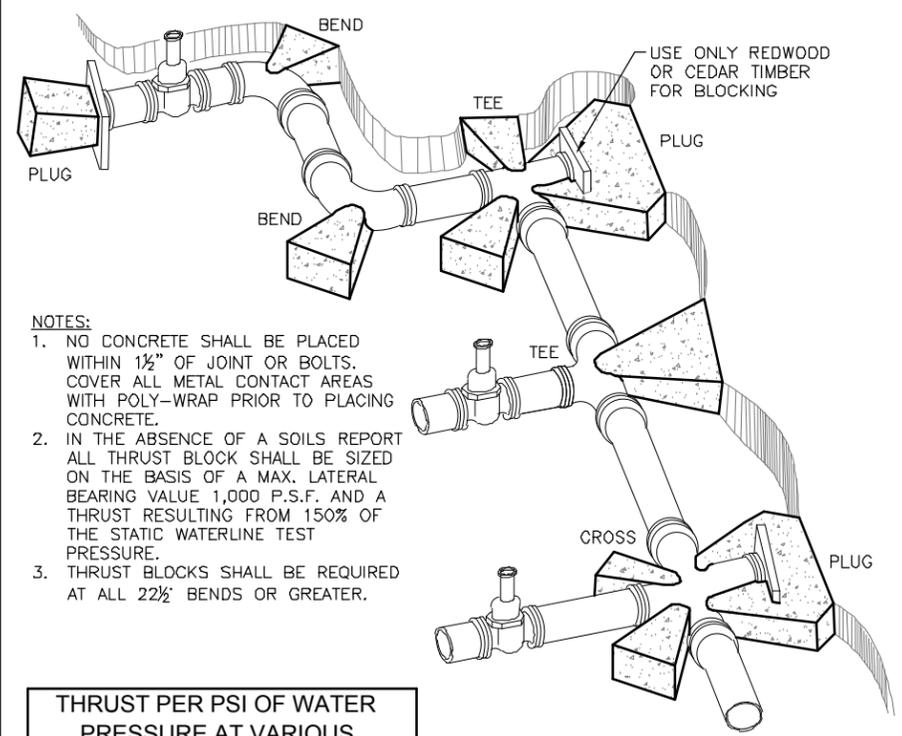
Plot Date: 2/24/2012 11:30 AM Plotted By: Kuris Fredericks  
 Date Created: 2/18/2011 File Path: C:\PROJECTS\JUB\SYRACUSE\55-11-024\1700S WATERLINE\CAD\SHEET\CVL55-11-024\_C-503X.DWG

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NO.	REVISION	DESCRIPTION	BY	DATE

1700 SOUTH WATERLINE REPLACEMENT PROJECT  
SYRACUSE CITY CORPORATION  
PHASE II  
DETAIL SHEET

FILE: 55-11-024-C-501X  
JUB PROJ. #: 55-11-024  
DRAWN BY: JDM  
DESIGN BY: NGS  
CHECKED BY: RDS  
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY  
LAST UPDATED: 8/22/2011  
SHEET NUMBER:  
**C-504**



- NOTES:**
1. NO CONCRETE SHALL BE PLACED WITHIN 1/2" OF JOINT OR BOLTS. COVER ALL METAL CONTACT AREAS WITH POLY-WRAP PRIOR TO PLACING CONCRETE.
  2. IN THE ABSENCE OF A SOILS REPORT ALL THRUST BLOCK SHALL BE SIZED ON THE BASIS OF A MAX. LATERAL BEARING VALUE 1,000 P.S.F. AND A THRUST RESULTING FROM 150% OF THE STATIC WATERLINE TEST PRESSURE.
  3. THRUST BLOCKS SHALL BE REQUIRED AT ALL 22 1/2° BENDS OR GREATER.

**THRUST PER PSI OF WATER PRESSURE AT VARIOUS FITTINGS**

PIPE SIZE	DEAD END OR TEE	90° BEND	45° BEND	22 1/2° BEND
4	37	27	15	7
6	84	60	32	17
8	151	106	58	30
10	236	167	90	46
12	340	240	130	66
14	462	327	177	90
16	603	427	231	118
18	763	540	292	149
20	942	667	361	184
24	1358	960	519	265

**EXAMPLE:**  
8" LINE, 90° ELBOW, 200 PSI PRESSURE  
TABLE: THRUST = 94x200 = 18,800 LB.  
SOIL BEARING STRENGTH: ASSUME 1,000 LB/SQ. FT.  
 $\frac{18,800}{1,000} = 18.8$  SQ. FT. BEARING AREA  
REQUIRED FOR THRUST BLOCK

**NOTE:**  
IN THE USING THE ADJACENT TABLE, USE THE MAXIMUM INTERNAL PRESSURE ANTICIPATED (I.E., HYDROSTATIC TEST PRESSURE, POSSIBLE SURGE PRESSURE, ETC.)

**D1 THRUST BLOCK DETAIL**  
SCALE: N.T.S.

Plot Date: 2/24/2012 11:30 AM. Plotted By: Kuris Fredericks  
 Date Created: 2/18/2011. File Path: J:\PROJECTS\SYRACUSE\1700S WATERLINE\CAD\DWG\55-11-024-C-501X.DWG



# COUNCIL AGENDA

March 27, 2012

**Agenda Item “7”**

**Authorize Mayor to execute agreement for Trailside Park.**

***Factual Summation***

- Any questions regarding this item may be directed at Community Development Director Mike Eggett.
- Please see attached supporting documentation.



**Mayor**  
Jamie Nagle

**City Council**  
Brian Duncan  
Craig Johnson  
Karianne Lisonbee  
Douglas Peterson  
Larry D. Shingleton

**City Manager**  
Robert D. Rice

## MEMORANDUM

**To:** Mayor and City Council

**From:** City Administration/Community & Economic Development Department

**Date:** March 21, 2012

**Subject:** Trailside Park Landscape Agreement

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### Background

In 2006, the City approved development of the Trailside Park cluster subdivision by developers HT Development. Part of the approval was a requirement that the developers improve the adjacent park property in a way that fulfills the landscaping document submitted with this development. The Trailside Park subdivision was later amended in 2007.

At some point thereafter, based upon the evidence Community and Economic Development staff has collected, the developer felt that the City had more responsibility to install landscaping improvements along the trail component of the park adjacent to Trailside Park. The City has disputed this up to current day and still believes that the previous developer, HT Development was responsible to improve this location of the park and the Trailside Park development.

At current time a new developer, Ovation Homes (represented by Brad Frost), has picked up the remaining lots in phase 2 of this development (14 un-built lots) and since has proceeded through a subdivision amendment process for phase 2 with the Planning Commission. Mr. Frost has received all subdivision amendment approvals, with the understanding by the Planning Commission that outstanding landscaping matters be resolved by Ovation Homes in working with CED staff.

In light of the present circumstances within the Trailside Park subdivision, and as discussed above, Ovation Homes has presented a useful strategy to the CED Department, the City Attorney, and the City Engineer to resolve outstanding concerns associated with Trailside Park's adjacent park area. The proposed agreement requires HT Development to provide \$10,000 toward the completion of landscaping improvements along the trail corridor within the adjacent park area. Additionally, Ovation Homes has agreed to complete the improvement and

installation of landscaping features within this trail corridor. In exchange for these actions by Ovation Homes and in order to support Ovation Homes' efforts to resolve this matter, Ovation Homes has requested that the City waive the requirement to pay Park Development impact fees that would otherwise be deposited into the Park Development Impact Fee fund. This waiver is expected to only cover the remaining costs associated with the development of this trail corridor park area. This request has been reviewed by the CED Department, the City Attorney, the City Engineer, and the City Manager; further the City Attorney drafted the agreement to fulfill the goals discussed herein.

As a quick reference regarding this request, the estimated cost of improvement for this landscaping enhancement is \$21,230.22 (see attached document entitled "Trailside Park Phase II Bond" for more). The anticipated Park Development fee for each building permit would be \$1,653.00. The agreement would allow the City to waive impact fees up to \$25,000 for improvements within the City park facility adjacent to Trailside Park; however, based on the information presented on the attached bond document the expectation is to only need to waive impact fees up to \$11,230.22. This waiver would reflect an agreement for the installation of park enhancements in lieu of cost assessment. The City would commence assessing Park Development impact fees on home building permits within the Trailside Park Subdivision once Ovation Homes meets the required landscaping improvement amounts as identified in the attached bond document.

Please note that Ovation Homes would like to continue building a similar residential product within the Trailside Park community and would be anticipating moving forward with a Trailside Park Phase 3 Subdivision in the coming months (which could bring an additional 30 residential units to this area). Park Development Impact Fees on building permits submitted in this future phase would still be assessed at full rate.

### **Recommendation**

The Community and Economic Development Department and City Administration hereby recommend that the City Council review this memorandum and the attached information. Further, the CED Department and City Administration request that the City Council authorize the Mayor to execute this agreement on behalf of Syracuse City.

# Trailside Park Agreement Area



# Bond Estimate Analysis

**Trailside Park Phase II**

Reviewed: 3/7/12

Prepared by: Ovation Homes

**Syracuse Adjusted Amount  
ESTIMATE**

Item No.	Description	Units	Unit Price	Quantity	Total Price	Notes	Unit Price	Quantity	Total Price
1	Remove trees	HOURS	45.00	4	180.00	allow 4 hours to cut down and haul off Russian Olive tree. Grinding stump typically only remove top 2-3 inches. With topsoil being brought in don't see a purpose to grind stump	45.00	4	180.00
2	Stump grinding	EACH	200.00	0	0.00		200.00	1	200.00
3	Till up ground & remove 8cy of debris	EACH	1,090.00	1	1,090.00	Allows for up to 8 cyds debris to be hauled off and 8 hours tractor time to till up ground.	1,500.00	1	1,500.00
4	Irrigation	EACH	8,850.00	1	8,850.00	Includes 5 zones installed with Rainbird 5000 series rotors. 5 stations designed to run up to 30 gpm. Assumes main water connection to supply at least 30 gpm and 65-85 psi. If connection must be3 ran through existing landscaping additional cost may incur and written approval required from city. Price includes Hunter Pro-C controller ready for 6 stations. Controller to be mounted in city building providing written approval. Access to building and power available to be verified by Ovation Homes prior to commencing irrigation work. System allows for up to 1,000 feet of white common wire. Any more wire required to be billed separately	8,850.00	1	8,850.00
5	Install Topsoil	HOURS	8.00	95	760.00	Allows for up to 8 hours tractor time for any spreading and grading area. Any additional time to be billed at \$95 per hour. Bid is based on efficiency of loads delivered and placement by city. Any time waiting in tractor for delivery is time on the tractor. The amount specified should be more than	95.00	8	760.00
6	Furnish Topsoil	CY	303.00	1.62	491	Install 15 loads over 32,802 square feet allows for approx. 2-3 inches of topsoil based on a 12 cyd load or 303 cyds topsoil. Bid allows topsoil to be brought and delivered by city at a cost of \$20 per load.	20.00	34	680.00
7	Power for controller	EACH	0.00	0	0.00	power source and location to be verified by Electrician and city's approval	3,000.00	1	3,000.00
8	Fine Grade	LS	850.00	1	850.00	Allows for up to 16 hours to fine hand grade piece. If soil quality does not meet standard then additional time for grading may be required and billed at \$55 per hour.	850.00	1	850.00
9	Hydroseed	SF	0.10	32,802	3,116.19	Hydroseed sprayed and installed at \$0.095 cents per foot.	0.10	32,802	3,280.20
10	Service lateral	EACH	0.00	0	0.00	Unclear on what's required?	0.00	0	0.00
<b>Subtotal</b>					<b>15,337.66</b>				<b>19,300.20</b>
10% Contingencies/Warranty					1,533.77				1,930.02
<b>TOTAL</b>					<b>\$16,871.42</b>				<b>\$21,230.22</b>

City Standard for topsoil is 4". If we take the 32802sf \* 4" = 405CY / 12CY per truck = 34 Loads \* \$20 = 680

# Trailside Park Agreement

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SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS ("Settlement Agreement") is entered into between Syracuse City, Corp. (hereinafter "the City"), Ovation Homes (hereinafter "Second Developer"), and HT Development (hereinafter "First Developer").

## RECITALS

- A. In 2004, the City and First Developer entered into various agreements regarding the landscaping and development of Trailside Park as part of First Developer's first phase of the Trailside Park subdivision.
- B. On or about August 12, 2005, the City and First Developer entered into an escrow agreement in relation to Trailside Park subdivision that did not address the landscaping and development of Trailside Park.
- C. On or about January 7, 2011, the City released the remaining funds from the escrow agreement based on First Developer's final completion of the first phase of Trailside Park subdivision as identified in the escrow agreement.
- D. As of February 9, 2012, First Developer wishes to sell the undeveloped portion of Trailside Park subdivision to Second Developer.
- E. As of February 9, 2012, Trailside Park has not been developed and landscaped as agreed between the City and First Developer in 2004.

## AGREEMENT

The parties hereto agree as follows:

### 1. Release and Discharge of First Developer

In consideration of First Developer's agreement to make payment, the City completely releases and forever discharges First Developer, of and from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation which the City now has, or which may hereafter accrue or otherwise be acquired by the City, on account of, or in any way growing out of the landscaping and development of Trailside Park.

### 2. Obligations of First Developer

In consideration of the release set forth above, First Developer hereby agrees to pay the City ten thousand dollars (\$10,000.00). First Developer further certifies that it has provided the City with complete and accurate information about all landscaping and development completed by First Developer or its assignees at Trailside Park.

### 3. Obligations of Second Developer

Second Developer hereby agrees to, itself or through its agent, develop and landscape the portion of Trailside Park outlined in EXHIBIT A. Such landscaping and

# Trailside Park Agreement

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development shall be in compliance with the plans identified in EXHIBIT B. Second Developer further agrees to provide an itemized bill addressing the actions taken to landscape and develop Trailside Park and the expenses incurred for each action.

## 4. Obligations of the City

In consideration of the landscaping and development of Trailside Park, the City hereby agrees to reimburse Second Developer for total expenses incurred in actions agreed upon in Exhibit B as follows:

- A. For Second Developer's total expenses up to \$10,000.00, the City shall reimburse Second Developer from funds provided to the City by First Developer;
- B. For Second Developer's total expenses between \$10,000.01 and \$35,000.00, the City shall reimburse Second Developer the first \$10,000.00 as indicated in 4A and shall waive an equal dollar value in park development fees owed by Second Developer for the remaining value of expenses incurred by Second Developer. The City shall waive park development fees in amounts charged by the fee schedule authorized by city ordinance, and shall provide written notice to Second Developer of the number, location, and value of fees waived. To the extent that unreimbursed expenses incurred by Second Developer are equal in value to a partial park development fee, the City may, but is not required to, waive part of a park development fee. In no case shall the City waive more than \$25,000.00 of park development fees owed by Second Developer.
- C. For Second Developer's total expenses in excess of \$35,000.00 the City shall reimburse Second Developer as indicated in 4A and 4B for a total of \$35,000.00. Second Developer shall receive no further compensation for expenses it incurs landscaping and developing Trailside Park.

The City further agrees to offer to sell to Second Developer any and all topsoil which Second Developer reasonably needs for the development and landscaping of Trailside Park. The price for the topsoil, including delivery and excluding spreading, shall be \$20 per truckload.

## 5. Time is of the Essence

Time is of the essence regarding this agreement. Any and all obligations of the parties shall be completed on or before December 31, 2012; except for waived park development fees which shall be waived on December 31, 2012, or sixty (60) days after being assessed, whichever is later. Extensions of time must be agreed to by both the obligor and obligee. Unless otherwise explicitly stated, performance under each section of the Agreement which references a date shall absolutely be required by 5:00 pm Mountain Time on that date.

## 6. Attorneys' Fees

Each party hereto shall bear its own attorneys' fees and costs arising from the actions of its own counsel in connection with this Agreement and incurred prior to the date of execution of the Agreement. In any action of any kind relating to this Agreement, the prevailing party shall be entitled to collect reasonable attorneys'

# Trailside Park Agreement

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fees and costs from the non-prevailing party in addition to any other recovery to which the prevailing party is entitled.

## 7. Warranty of Capacity to Execute Agreement

Each party represents and warrants that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein, and that it has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement.

## 8. Entire Agreement and Successors in Interest

This Agreement contains the entire agreement between the City, First Developer, and Second Developer with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

## 9. Representation of Comprehension of Document

In entering into this Agreement, each party represents that it has relied upon the legal advice of its attorneys, who are the attorneys of its own choice and that the terms of this Agreement have been completely read and explained to it by its attorneys, and that those terms are fully understood and voluntarily accepted by it.

## 10. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Utah.

## 11. Additional Documents

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

## 12. Effectiveness

This Settlement Agreement shall become effective on execution.

Dated: \_\_\_\_\_

\_\_\_\_\_  
The City

Dated: 3-14-12

\_\_\_\_\_  
First Developer

Dated: 3-14-12

\_\_\_\_\_  
Second Developer



# COUNCIL AGENDA

March 27, 2012

## Agenda Item “8”

**Proposed Ordinance 12-03 amending various provisions of Title 10, the Land Use Ordinance, relating to animals.**

### *Factual Summation*

- Any questions regarding this item may be directed at Community Development Director Mike Eggett.
- Please see attached supporting documentation.



**Mayor**  
Jamie Nagle

**City Council**  
Brian Duncan  
Craig Johnson  
Karianne Lisonbee  
Douglas Peterson  
Larry D. Shingleton

**City Manager**  
Robert D. Rice

### ***Factual Summation***

- Any questions regarding this items may be directed at City Planner Kent Andersen
- See the attached proposed changes to Title 10 Chapter 6 General Land Use Regulations – Animals
- See the attached Ordinance No. 12-03
- See the attached dissenting opinions from two Syracuse City Planning Commissioners
- See the attached Davis County Ordinance

## **MEMORANDUM**

**To:** Mayor and City Council

**From:** Community & Economic Development Department

**Date:** March 27, 2012

**Subject:** Proposed changes to Title 10 Chapter 6 Section 040 Animals

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### **Background**

On September 27, 2011, staff presented a recommendation to the City Council for approval from the Planning Commission for an amendment to the Animal Ordinance to include pigeons in the point table as well as a small language change. At the September 27 meeting, City Council discussion moved beyond the changes presented and requested that staff and Planning Commission include additional changes such as a point allocation for quarter-acre lots, an example of the use of the point system, etc.

During the period in which staff and Planning Commission was formulating additional recommendations to the Animal Ordinance, Davis County informed staff that the County was considering making changes to the County Animal Ordinance. Davis County requested City staff to hold onto any changes to the Syracuse Animal Ordinance until Davis County was able to make their changes. Davis County also requested that Syracuse amend the Animal Ordinance to mirror the County Ordinance to ease the burden on County animal enforcement officers of knowing every city animal ordinance. Syracuse City is under no obligation to make this change and Davis County has reflected that they will continue to enforce our ordinance as written. On January 3, 2012, Davis County Commissioners approved the attached amendment to the County

Animal Control Ordinance, which went into effect on January 24, 2012. Primary changes includes: addition of cat registering and licensing requirements, allowance of maximum of three cats and dogs in any combination, if a third dog is owned the dog must be acquired from a legitimate animal shelter, etc. If the Syracuse City Ordinance does not address a specific issue, then the County Ordinance then the State Ordinance is applicable.

### **Consideration of an Amendment to the Cluster Subdivision Ordinance**

On February 7, 2012, the Syracuse City Planning Commission held a public hearing regarding the proposed amendments to the Animal ordinance, in which comments were received. At that time, the Syracuse City Planning Commission chose to table the approval of the animal ordinance so that additional changes could be included. On February 22, 2012, the Syracuse City Planning Commission approved recommendation to the Syracuse City Council the attached amendments to Title Ten, Chapter 6, General Land Use Regulations within the Syracuse City Code.

This amendment includes the following: addition of a point allocation to lots that are a quarter of an acre or larger, examples of use of the point system and square footage conversion, reclassification of large animals, addition of a small fowl group in the points table, maintain that no more than two of the same species for household pets shall be kept, a limit on the maximum number of dogs a kennel permit allows, an additional exception to the point system, language regarding the harvesting of farm animals, the exemption of service animals from number of animals allowed through the use of a minor conditional use permit, a few definition changes, and other minor changes (see attached changes). Two dissenting opinions from Syracuse City Planning Commissioners have also been provided and are subsequently attached.

At the February 28, 2012 City Council Work Session, additional comments were received.

At the March 13, 2012 City Council Work and Regular Session, additional comments were received. Therefore, these additional changes are highlighted in yellow in the attached proposed changes.

### **Recommendation**

The Community & Economic Development Department hereby recommends, following recommendation from the Syracuse City Planning Commission, that the Mayor and City Council amend Title Ten, Chapter Six General Land Use Regulations - Animals within the Syracuse City Code to reflect attached Ordinance No. 12-03.

# TITLE X

## CHAPTER 6

### GENERAL LAND USE REGULATIONS

10-6-010: Effect of Chapter

10-6-020: Regulations for Buildings and Structures

10-6-030: Regulations for the Use of Land

10-6-040: **Farm Animals Keeping**

10-6-050: Lot and Yard Regulations

10-6-060: Miscellaneous Requirements and Provisions

10-6-070: Shade Trees

10-6-080: Buffer Yards

10-6-090: Agriculture Protection Areas

10-6-100: Conditional Uses

10-6-040: **ANIMALS.**

(A) Animal Clinics. Such facilities shall require sound-proof walls, if a part of a larger commercial building, and receive site plan approval. Clinics utilizing single-tenant buildings shall locate no closer than one hundred (100) feet from any residential dwelling unless it also incorporates sound-proof walls. (Ord. 11-02)

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(B) Animal Hospitals. Such facilities shall receive site plan approval and locate no closer than two hundred (200) feet from any residential dwelling. (Ord. 11-02)

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1. Animals taken outside the building to the exercise runs shall have continuous supervision by an employee of the facility. (Ord. 11-02)
2. Hospitals shall be no closer than two hundred (200) feet to any adjacent primary structure, constructed with sound-proof walls, and comply with Table D for Buffer Yards. (Ord. 11-02)
3. The lot-size requirement for such facilities shall be no less than one (1) acre. (Ord. 11-02)
4. The property shall provide one-half (1/2) a parking space for each animal housed at the facility. (Ord. 11-02)
5. Site plan shall include means for controlling dust, odor, and insects for the outdoor exercise runs, location of all existing and proposed structures, utilities, and landscaping. (Ord. 11-02)

(C) Farm Animal Keeping.

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1. Definitions:

Comment [KA1]: Alphabetize

~~LIVESTOCK. Any normally domesticated animal that is not a cat or dog, such as cattle, sheep, goats, mules, burros, swine, horses, geese, ducks, turkeys, etc. Domesticated cattle, sheep, goats, turkeys, swine, equines, camelidae, ratites, bison, elk, or any domesticated nonhuman vertebrate creature, domestic furbearer, or domestic poultry, raised, kept, or used for agricultural purposes.~~ (Ord. 06-17)

ADEQUATE FENCING. At a minimum, mesh, barbed wire, chain link, rail, or post fencing or metal-fence panels. (Ord. 06-17)

~~FARM INDUSTRY. Generally all phases of farm operation including, but not necessarily limited to, the keeping and raising of farm animals and/or fowl for domestic or commercial use, e.g. such as fur farms, livestock feed yards, pig farms, dairy farms, stables, ranches, and similar uses as well as any and accessory uses thereof, except commercial slaughter.~~ (Ord. 06-17)

Comment [KA2]: Changes reflect Chapter 2 definition. Only allowed in A-1 on a minimum of 5 acres

~~FARM ANIMAL KEEPING. The keeping of animals or fowl, such as commonly used for food or fiber production or as a beast of burden, for commercial purposes or for recreational pleasure.~~ (Ord. 06-17)

Comment [KA3]: Permitted in A-1 and R-1

~~2. In residential and agricultural zones where permitted, animals and fowl may be kept for family use outside the dwelling provided that all pens, barns, coops, stables, corrals, and other similar enclosing structures to keep animals or fowl shall be not less than fifty (50) feet from dwellings on adjacent lots, not less than twenty (20) feet from a dwelling on the same lot, and not less than one hundred fifty (150) feet from a public street, except on corner lots where such structures shall be not less than fifty (50) feet from a public street. In residential zones where animal keeping is a permitted or conditional use, there shall be a minimum lot size of twenty-one thousand seven hundred eighty (21,780) square feet, and all animal keeping guidelines shall be in accordance with the provisions as outlined in this Section of the Title. The number of animals or fowl permitted shall be governed by the following schedule except that dependent young may be kept in addition to these numbers:~~

~~(a) In residential zones where animal keeping is a permitted use, each lot containing twenty-one thousand seven hundred eighty (21,780) square feet shall have an allocation of forty (40) points with an additional accrual of ten (10) points for each ten thousand eight hundred ninety (10,890) square feet thereafter. (Ord. 06-17) (Ord. 08-07) (Ord. 11-02)~~

~~(b) In residential zones where animal keeping is a conditional use, each lot containing twenty-one thousand seven hundred eighty (21,780) square feet shall have an allocation of twenty (20) points with an additional accrual of ten (10) points for each ten thousand eight hundred ninety (10,890) square feet thereafter. Such square footage calculations shall not include the square footage of structures located on the premises nor the square footage of the front yard. (Ord. 08-07)~~

2. Farm Animal Keeping. In residential and agricultural zones where permitted, farm animals and fowl may be kept for family use outside the dwelling. All animal keeping guidelines shall be in accordance with the provisions as outlined in this Section of the Title. All farm animals and fowl shall be kept within the subject property unless under direct supervision and control of the property owner or designee. The number of animals or fowl permitted shall be governed by the following schedule except that dependent young may be kept in addition to these numbers:

**Comment [KA4]:** To avoid confusion, this is a rewrite of the above deleted section. This was done to clarify separate pen, coops, etc. setbacks depending on the size of the lot, as well as the points allocated.

(a) A-1 Agriculture and R-1 Residential Zones with Lots Containing a Minimum of 21,780 Square Feet. In zones where farm animal keeping is a permitted use, each lot containing a minimum of twenty-one thousand seven hundred eighty (21,780) square feet shall have an allocation of forty (40) points with an additional accrual of one (1) point for each one thousand eighty nine (1,089) square feet thereafter.

[Example, using schedule below: A lot size of twenty-one thousand seven hundred eighty (21,780) square feet, would have an allocation of forty (40) points which would allow one (1) horse for twenty (20) points and two (2) goats for ten (10) points each or two (2) horses for twenty (20) points each.]

With lots containing twenty-one thousand seven hundred eighty (21,780) square feet, farm animals may be kept provided that all pens, barns, coops, stables, corrals, and other similar enclosing structures to keep animals or fowl shall be not less than fifty (50) feet from dwellings on adjacent lots, not less than twenty (20) feet from a dwelling on the same lot, and not less than one hundred fifty (150) feet from a public street, except on corner lots where such structures shall be not less than fifty (50) feet from a public street.

(b) A-1 Agriculture and R-1 Residential Zones with Lots Containing a Minimum of 10,890 Square Feet. In zones where farm animal keeping is a permitted use, each lot containing a minimum of ten thousand eight hundred ninety (10,890) square feet shall have an allocation of twelve (12) points with an additional accrual of one (1) point for each one thousand three hundred sixty one (1,361) square feet thereafter.

[Example, using schedule below: A lot size of ten thousand eight hundred ninety (10,890) square feet, would have an allocation of twelve (12) points which would allow one (1) goat for ten (10) points and one (1) rabbit for two (2) points or two (2) turkeys for five (5) points each and a pigeon for two (2) points.]

With lots containing a minimum of ten thousand eight hundred ninety (10,890) square feet with and less than twenty-one thousand seven hundred eighty (21,780) square feet, farm animals may be kept provided that all pens, barns, coops, stables, corrals, and other similar enclosing structures to keep animals or fowl shall be not less than twenty five (25) feet from dwellings on adjacent lots, not less than ten (10) feet from a dwelling on the same lot, and not less than seventy five (75) feet from a public street, except on corner lots where such structures shall be not less than twenty five (25) feet from a public street.

(c) To determine the square footage of a lot, use the following conversion:  
Square footage = 43,560 x (lot size in acreage)  
Example: 1/4 (0.25) acre lot  
43,560 x (0.25) = 10,890 square feet

(ed) Farm Animals shall have points assigned to them based on the following groups:

i.	Large animals such as horses, <del>llamas, emus, ostriches</del> or cows (Ord. 06-17)	Twenty (20) points each
ii.	Medium animals such as sheep, <del>or goats, llamas, emus or ostriches</del> (Ord. 08-07)	Ten (10) points each
iii.	Large fowl such as turkey or geese (Ord. 08-07)	Five (5) points each
iv.	<del>Small fowl such as pheasant, pigeons, ducks or hens</del>	<del>Two (2) points each</del>
iv.	Small animals <del>and fowl</del> such as rabbits or <del>pygmy goat</del> chickens	Two (2) points each
vi.	Pigs (provided their pens are at least two hundred (200) feet from neighboring dwellings)	One Hundred (100) points each

Exception 1: This provision shall not apply to certified breeds of potbellied pigs with the North American Potbellied Pig Association. (1998) (Ord. 06-17)

~~Exception 2: In zones where farm animal keeping is a permitted use, the point total shall not include the counting of the first six (6) hens or six (6) rabbits, or a combination of both not exceeding six (6).~~

(de) Animal owners shall contain animal waste runoff water from paddocks or stables so as not to contaminate residential water resources, public rights of way, or adjacent properties. (Ord. 06-17)

~~(f) In residential and agriculture zones, harvesting of livestock and non-commercial slaughter shall be conducted within the rear yard of the lot or in an enclosed building in an area not visible from the street or neighboring properties and shall be done in accordance with accepted animal husbandry practices or customary farming practices.~~

~~Syracuse City refers to State Code for additional laws regulating animal cruelty. See Title 6 of this Ordinance for reference to Davis County Animal Control Ordinance.~~

(D) Dog Kennel Regulations. Parcels or lots with three (3) or more dogs four (4) months old or older are considered kennels and shall require a conditional use permits. The Land Use Authority shall review each request separately on its own merits. ~~The Land Use Administrator and~~ may revoke a kennel conditional use permit as set forth in 10-3-080. In no case shall a residential kennel permit be for more than four (4) dogs. (Ord. 08-07) (Ord. 11-02)

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1. Owners of kennels shall obtain licensing for each dog from Davis County Animal Control and comply with all adopted animal-control regulations not addressed in this Title. (Ord. 11-02)

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2. All pens, runs, shelters, or similar structures housing dogs in Agriculture and Residential Zones for residential kennels shall be no less than one hundred (100) feet from neighboring or abutting dwellings. (Ord. 11-02)

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3. In order to qualify for a residential kennel, to have a third dogs, four (4) months old or older, on a residential lot the dogs' owner(s) shall acquire approval for a minor conditional use permit. (Ord. 08-07) (Ord. 11-02)

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**Comment [KA5]:** Currently only allowed in A-1, R-1, & R-2

4. ~~Kennels for commercial purposes shall keep a~~ All pens, runs, shelters, or similar structures housing ~~the dogs~~ for commercial kennels shall be no less than two hundred (200) feet from a public street and at least two hundred (200) feet from all neighboring or abutting dwellings, and the owner of the parcel or lot shall acquire approval for a major conditional use permit. (Ord. 11-02)

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5. Commercial kennels shall be located on a minimum of five (5) acres and must receive a minor conditional use permit site plan approval. (Ord. 11-02)

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(E) Household Pets. Property owners may keep dogs, cats, small animals and fowl as household pets in residential zones subject to the following conditions: (Ord. 06-17)

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1. Dogs, cats, small A animals ~~and~~ fowl shall be kept in pens, or otherwise secured, unless housed within the dwelling unit.

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2. No more than two (2) of the same species shall be kept, excluding dependent young.

3. In no case shall there be more than four (4) small animals or fowl kept as household pets. In no case shall there be more than two (2) dogs kept, unless a kennel permit is acquired, and no more than four (4) cats kept as household pets.

**Comment [KA6]:**  
See Section 6.12.060 of the County ordinance below. Allows three (3) cats or dogs of any combination, but if you want a third dog it must have been acquired from a legitimate "animal shelter"  
  
[Section 6.12.060 of the Davis County Code reads "No person or persons at any one (1) residence within the jurisdiction of this title shall at any one (1) time own, harbor, license, or maintain more than three (3) cats and dogs in any combination. A person may only own, harbor license, or maintain three (3) dogs if one of the dogs has been acquired from a legitimate animal shelter, as the term "animal shelter" is defined in the Utah Animal Welfare Act."]

4. All pens, coops, and structures shall be kept clean and free from objectionable odor and waste. (Ord. 08-07)

5. Dogs, cats, small A animals ~~and~~ fowl allowed shall be those species normally stocked and available at a State licensed pet store. (1999)

6. Dogs require registering and licensing with Davis County according to County ordinance. Cats do not require registering and licensing.

7. Service animals (any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability) are considered exempt from the number of animals allowed by this ordinance. To be eligible for this exemption, an owner must apply for a minor conditional use permit

and provide proof of National Service Animal Registry for each qualifying animal.

(F) Stables, Public. (Ord. 11-02)

1. Stables shall require a minimum of four (4) acres.
2. The number of animals shall be no more than four (4) per each acres of property in the stable use.
3. The property shall provide one-half (1/2) of a parking space for each animal housed at the facility.
4. Property owners shall provide toilet facilities and shall maintain such facilities in a sanitary condition.
5. The applicant shall submit a plan to the Land Use authority for control of dust, odor, and insects.
6. The applicant shall submit a site plans showing the location of all existing and proposed structures and utilities and landscaping.
7. All utilities servicing the stable shall be underground.
8. No stable shall be located within two hundred (200) feet of any residential dwelling unit.
9. Public access to the facility shall be from dawn to dusk.
10. Horse exercise areas such as working yards, walker equipment areas, or paddocks shall use dust control by means of constructed water delivery systems or chemically treated exercise surface areas.

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(G) Vietnamese Potbellied Pigs. Vietnamese Potbellied Pigs shall be considered household pets for the purposes of this Title and shall be allowed in any residential or agricultural zone subject to the following conditions:

- ~~(a)~~1. No more than two (2) pigs may be kept per household, together with dependent young up to four (4) months in age.
- ~~(b)~~2. The animals shall be purebred miniature Vietnamese potbellied pigs certified by the North American Potbellied Pig Association. The Land Use Authority may require proof of certification records as a condition of approval. (Ord. 06-17) (Ord. 08-07)
- ~~(c)~~3. The animals may not exceed one hundred (100) pounds in weight. (1994) (Ord. 06-17)

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(H) Rabbits and Hens. Residents may keep rabbits and hens outside the dwelling subject to the following conditions: (Ord. 08-07)

- ~~(a)~~1. The residents shall have no more than six (6) hens or six (6) rabbits, or a combination of both not exceeding six (6), excluding dependent young. (Ord. 08-07)

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~~(b)~~2. \_\_\_\_\_ The animals shall be kept in pens, coops, or contained in a fenced area. (Ord. 08-07)

~~(c)~~3. \_\_\_\_\_ All pens, coops, and cages shall be kept clean and free from objectionable odor and waste. (Ord. 08-07)

~~(d)~~4. \_\_\_\_\_ Roosters are not permitted in any residential zones, excluding R-1 Residential zone lots that have a minimum size of twenty-one thousand seven hundred eighty (21,780) square feet. (Ord. 08-07)

# TITLE X

## CHAPTER 6

### GENERAL LAND USE REGULATIONS

**10-6-100: CONDITIONAL USES.** The following conditional use shall comply with the applicable standards established herein and may be subject to additional regulations specific to the applicable zone. The zone specific provisions shall apply if a conflict exists between general and specific conditional use provisions. Each applicable zone establishes if the use is conditional or permitted. (Ord. 08-07) (Ord. 10-02) (Ord. 11-02) (Ord. 11-10)

(B) Major. The following conditional uses are major and require approval as established in Section 10-4-080: (Ord. 11-10)

8. ~~Farm Animal Keeping (See Section 10-6-040) (Ord. 08-07)~~

# TITLE X

## CHAPTER 2

### DEFINITIONS

**10-2-040: DEFINITIONS.** As used in this Title, the words and phrases defined in this Section shall have the following meanings unless the context clearly indicates a contrary meaning. Words not included herein but defined in the Building Code shall be construed as defined therein. (Ord. 08-07)

**FARM ANIMAL KEEPING:** The keeping of animals and fowl, ~~for family use, such as commonly used for food or fiber production or as a beast of burden, for recreational pleasure.~~

**Comment [KA7]:** Matching Chapter 6 definition

**ORDINANCE NO. 12-03**

**AN ORDINANCE OF THE SYRACUSE CITY COUNCIL AMENDING  
VARIOUS PROVISIONS OF TITLE 10, THE LAND USE ORDINANCE,  
RELATING TO ANIMALS.**

**WHEREAS**, the Syracuse City Council has previously adopted the City Subdivision Ordinance and the City Land Use Ordinance for the purpose of regulating the use of land within the City; and

**WHEREAS**, the City Council hereby finds and determines that the use of subdivision and land use regulations is necessary to promote the public welfare by regulating the use of land in a manner that promotes sustainable development and preserves property values of both developing property and existing development; and

**WHEREAS**, the City Council hereby further finds that the City Subdivision Ordinance and the City Land Use Ordinance requires amendment to provide further clarification and to expand property rights as it relates to animals;

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

**Section 1. Amendment.** Section 10-6-040 of the Syracuse City Code is hereby amended to read in its entirety as follows:

**CHAPTER 6**

**GENERAL LAND USE REGULATIONS**

- 10-6-010: Effect of Chapter**
- 10-6-020: Regulations for Buildings and Structures**
- 10-6-030: Regulations for the Use of Land**
- 10-6-040: Animals**
- 10-6-050: Lot and Yard Regulations**
- 10-6-060: Miscellaneous Requirements and Provisions**
- 10-6-070: Shade Trees**
- 10-6-080: Buffer Yards**
- 10-6-090: Agriculture Protection Areas**

**10-6-100: Conditional Uses**

**10-6-040: ANIMALS.**

- (A) Animal Clinics. Such facilities shall require sound-proof walls, if a part of a larger commercial building, and receive site plan approval. Clinics utilizing single-tenant buildings shall locate no closer than one hundred (100) feet from any residential dwelling unless it also incorporates sound-proof walls. (Ord. 11-02)
- (B) Animal Hospitals. Such facilities shall receive site plan approval and locate no closer than two hundred (200) feet from any residential dwelling. (Ord. 11-02)
1. Animals taken outside the building to the exercise runs shall have continuous supervision by an employee of the facility. (Ord. 11-02)
  2. Hospitals shall be no closer than two hundred (200) feet to any adjacent primary structure, constructed with sound-proof walls, and comply with Table D for Buffer Yards. (Ord. 11-02)
  3. The lot-size requirement for such facilities shall be no less than one (1) acre. (Ord. 11-02)
  4. The property shall provide one-half (1/2) a parking space for each animal housed at the facility. (Ord. 11-02)
  5. Site plan shall include means for controlling dust, odor, and insects for the outdoor exercise runs, location of all existing and proposed structures, utilities, and landscaping. (Ord. 11-02)
- (C) Farm Animal Keeping.
1. Definitions:

ADEQUATE FENCING. At a minimum, mesh, barbed wire, chain link, rail, or post fencing or metal-fence panels. (Ord. 06-17)

FARM ANIMAL KEEPING. The keeping of animals or fowl, such as commonly used for food or fiber production or as a beast of burden, for recreational pleasure. (Ord. 06-17)

FARM INDUSTRY. Generally all phases of farm operation including, but not necessarily limited to, the keeping and raising of farm animals and/or fowl for domestic or commercial use, e.g. fur farms, livestock feed yards, pig farms, dairy farms, and similar uses as well as any accessory uses thereto, except commercial slaughter. (Ord. 06-17)

LIVESTOCK. Domesticated cattle, sheep, goats, turkeys, swine, equines, camelidae, ratites, bison, elk, or any domesticated nonhuman vertebrate creature, domestic furbearer, or domestic poultry, raised, kept, or used for agricultural purposes. (Ord. 06-17)
  2. Farm Animal Keeping. In residential and agricultural zones where permitted, farm animals and fowl may be kept for family use outside the dwelling. All animal keeping guidelines shall be in accordance with the provisions as

outlined in this Section of the Title. All farm animals and fowl shall be kept within the subject property unless under direct supervision and control of the property owner or designee. The number of animals or fowl permitted shall be governed by the following schedule except that dependent young may be kept in addition to these numbers:

- (a) A-1 Agriculture and R-1 Residential Zones with Lots Containing a Minimum of 21,780 Square Feet. In zones where farm animal keeping is a permitted use, each lot containing a minimum of twenty-one thousand seven hundred eighty (21,780) square feet shall have an allocation of forty (40) points with an additional accrual of one (1) point for each one thousand eighty nine (1,089) square feet thereafter.

[Example, using schedule below: A lot size of twenty-one thousand seven hundred eighty (21,780) square feet, would have an allocation of forty (40) points which would allow one (1) horse for twenty (20) points and two (2) goats for ten (10) points each or two (2) horses for twenty (20) points each.]

With lots containing twenty-one thousand seven hundred eighty (21,780) square feet, farm animals may be kept provided that all pens, barns, coops, stables, corrals, and other similar enclosing structures to keep animals or fowl shall be not less than fifty (50) feet from dwellings on adjacent lots, not less than twenty (20) feet from a dwelling on the same lot, and not less than one hundred fifty (150) feet from a public street, except on corner lots where such structures shall be not less than fifty (50) feet from a public street.

- (b) A-1 Agriculture and R-1 Residential Zones with Lots Containing a Minimum of 10,890 Square Feet. In zones where farm animal keeping is a permitted use, each lot containing a minimum of ten thousand eight hundred ninety (10,890) square feet shall have an allocation of twelve (12) points with an additional accrual of one (1) point for each one thousand three hundred sixty one (1,361) square feet thereafter.

[Example, using schedule below: A lot size of ten thousand eight hundred ninety (10,890) square feet, would have an allocation of twelve (12) points which would allow one (1) goat for ten (10) points and one (1) rabbit for two (2) points or two (2) turkeys for five (5) points each and a pigeon for two (2) points.]

With lots containing a minimum of ten thousand eight hundred ninety(10,890) square feet with and less than twenty-one thousand seven hundred eighty (21,780) square feet, farm animals may be kept provided that all pens, barns, coops, stables, corrals, and other similar enclosing structures to keep animals or fowl shall be not less than twenty five (25) feet from dwellings on adjacent lots, not less than ten (10) feet from a dwelling on the same lot, and not less than seventy five (75) feet from a public street, except on corner lots where such structures shall be not less than twenty five (25) feet from a public street.

- (c) To determine the square footage of a lot, use the following conversion:

Square footage = 43,560 x (lot size in acreage)  
 Example: 1/4 (0.25) acre lot  
 43,560 x (0.25) = 10,890 square feet

(d) Farm animals shall have points assigned to them based on the following groups:

i.	Large animals such as horses, llamas, emus, ostriches or cows (Ord. 06-17)	Twenty (20) points each
ii.	Medium animals such as sheep or goats (Ord. 08-07)	Ten (10) points each
iii.	Large fowl such as turkey or geese (Ord. 08-07)	Five (5) points each
iv.	Small fowl such as pheasant, pigeons, ducks or hens	Two (2) points each
v.	Small animals such as rabbits or pygmy goats	Two (2) points each
vi.	Pigs (provided their pens are at least two hundred (200) feet from neighboring dwellings)	One Hundred (100) points each

Exception 1: This provision shall not apply to certified breeds of potbellied pigs with the North American Potbellied Pig Association. (1998) (Ord. 06-17)

Exception 2: In zones where farm animal keeping is a permitted use, the point total shall not include the counting of the first six (6) hens or six (6) rabbits, or a combination of both not exceeding six (6).

(e) Animal owners shall contain animal waste runoff water from paddocks or stables so as not to contaminate residential water resources, public rights of way, or adjacent properties. (Ord. 06-17)

(f) In residential and agriculture zones, harvesting of livestock and non-commercial slaughter shall be conducted within the rear yard of the lot or in an enclosed building in an area not visible from the street or neighboring properties and shall be done in accordance with accepted animal husbandry practices or customary farming practices.

Syracuse City refers to State Code for additional laws regulating animal cruelty. See Title 6 of this Ordinance for reference to Davis County Animal Control Ordinance.

(D) Dog Kennel Regulations. Parcels or lots with three (3) or more dogs four (4) months old or older are considered kennels and shall require a conditional use permit. The Land Use Authority shall review each request separately on its own merits and may

revoke a conditional use permit as set forth in 10-3-080. In no case shall a residential kennel permit be for more than four (4) dogs. (Ord. 08-07) (Ord. 11-02)

1. Owners of kennels shall obtain licensing for each dog from Davis County Animal Control and comply with all adopted animal-control regulations not addressed in this Title. (Ord. 11-02)
2. All pens, runs, shelters, or similar structures housing dogs for residential kennels shall be no less than one hundred (100) feet from neighboring or abutting dwellings. (Ord. 11-02)
3. In order to qualify for a residential kennel, the dogs' owner(s) shall acquire approval for a minor conditional use permit. (Ord. 08-07) (Ord. 11-02)
4. All pens, runs, shelters, or similar structures housing dogs for commercial kennels shall be no less than two hundred (200) feet from a public street and at least two hundred (200) feet from all neighboring or abutting dwellings, and the owner of the parcel or lot shall acquire approval for a major conditional use permit. (Ord. 11-02)
5. Commercial kennels shall be located on a minimum of five (5) acres and must receive a minor conditional use permit. (Ord. 11-02)

(E) Household Pets. Property owners may keep dogs, cats, small animals and fowl as household pets in residential zones subject to the following conditions: (Ord. 06-17)

1. Dogs, cats, small animals and fowl shall be kept in pens, or otherwise secured, unless housed within the dwelling unit.
2. In no case shall there be more than two (2) dogs kept, unless a kennel permit is acquired, and no more than four (4) cats kept as household pets.
3. All pens, coops, and structures shall be kept clean and free from objectionable odor and waste. (Ord. 08-07)
4. Dogs, cats, small animals and fowl allowed shall be those species normally stocked and available at a State licensed pet store. (1999)
5. Dogs require registering and licensing with Davis County according to County ordinance. Cats do not require registering and licensing.
6. Service animals (any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability) are considered exempt from the number of animals allowed by this ordinance. To be eligible for this exemption, an owner must apply for a minor conditional use permit and provide proof of National Service Animal Registry for each qualifying animal.

(F) Stables, Public. (Ord. 11-02)

1. Stables shall require a minimum of four (4) acres.
2. The number of animals shall be no more than four (4) per each acres of property in the stable use.

3. The property shall provide one-half (1/2) of a parking space for each animal housed at the facility.
4. Property owners shall provide toilet facilities and shall maintain such facilities in a sanitary condition.
5. The applicant shall submit a plan to the Land Use authority for control of dust, odor, and insects.
6. The applicant shall submit a site plans showing the location of all existing and proposed structures and utilities and landscaping.
7. All utilities servicing the stable shall be underground.
8. No stable shall be located within two hundred (200) feet of any residential dwelling unit.
9. Public access to the facility shall be from dawn to dusk.
10. Horse exercise areas such as working yards, walker equipment areas, or paddocks shall use dust control by means of constructed water delivery systems or chemically treated exercise surface areas.

(G) Vietnamese Potbellied Pigs. Vietnamese Potbellied Pigs shall be considered household pets for the purposes of this Title and shall be allowed in any residential or agricultural zone subject to the following conditions:

1. No more than two (2) pigs may be kept per household, together with dependent young up to four (4) months in age.
2. The animals shall be purebred miniature Vietnamese potbellied pigs certified by the North American Potbellied Pig Association. The Land Use Authority may require proof of certification records as a condition of approval. (Ord. 06-17) (Ord. 08-07)
3. The animals may not exceed one hundred (100) pounds in weight. (1994) (Ord. 06-17)

(H) Rabbits and Hens. Residents may keep rabbits and hens outside the dwelling subject to the following conditions: (Ord. 08-07)

1. The residents shall have no more than six (6) hens or six (6) rabbits, or a combination of both not exceeding six (6), excluding dependent young. (Ord. 08-07)
2. The animals shall be kept in pens, coops, or contained in a fenced area. (Ord. 08-07)
3. All pens, coops, and cages shall be kept clean and free from objectionable odor and waste. (Ord. 08-07)
4. Roosters are not permitted in any residential zones, excluding R-1 Residential zone lots that have a minimum size of twenty-one thousand seven hundred eighty (21,780) square feet. (Ord. 08-07)

**Section 2. Amendment.** Section 10-6-100 of the Syracuse City Code is hereby amended to read in its entirety as follows:

**10-6-100: CONDITIONAL USES.** The following conditional use shall comply with the applicable standards established herein and may be subject to additional regulations specific to the applicable zone. The zone specific provisions shall apply if a conflict exists between general and specific conditional use provisions. Each applicable zone establishes if the use is conditional or permitted. (Ord. 08-07) (Ord. 10-02) (Ord. 11-02) (Ord. 11-10)

(B) Major. The following conditional uses are major and require approval as established in Section 10-4-080: (Ord. 11-10)

1. Animal Hospitals. (Ord. 11-10)
2. Churches or Religious Service Buildings. (Ord. 11-10)
3. Cluster Subdivisions {See Chapter 15 of this Title} (Ord. 08-07)
4. Day Care Centers. (Ord. 11-10)
5. Dwellings, Single-Family. (Ord. 11-10)
6. Dwellings, Two- (2) Family The owner of such a residential dwelling shall: (Ord. 10-02) (Ord. 11-10)
  - (a) Meet the International Building Code standards. (Ord. 11-02)
  - (b) Provide a minimum of two (2) off-street parking spaces per dwelling unit. (Ord. 06-17) (Ord. 11-02)
  - (c) Be responsible for payment of all utilities. (Ord. 06-27) (Ord. 11-02)
  - (d) Install utility services for each dwelling unit as provided in State law. (Ord. 08-07) (Ord. 11-02)
  - (e) Comply with all requirements of the International Residential Code as adopted by the State of Utah for two- (2) family dwellings. (Ord. 10-02)
7. Dwelling Groups {See Section 10-6-030(A)} (Ord. 08-07)
8. Home Occupations, Major {See Section 10-7-040} (Ord. 10-02)
9. Medical and Other Health Facilities. (Ord. 11-10)
10. Preschool Centers. (Ord. 11-10)
11. Professional Non-Retail Services, up to a maximum twenty-five (25) percent of the commercial subdivision. (Ord. 11-10)
12. Public and Quasi-Public Buildings. (Ord. 11-10)
13. Public Parks. (Ord. 11-10)
14. Sexually-Oriented Businesses {See Chapter 25 of this Title} (Ord. 08-07)

15. Sewage Treatment Plants. (Ord. 11-10)
16. Signs {See Chapter 9 of this Title}
17. Wireless Communication Towers. {See Chapter 24 of this Title} (Ord. 08-07)  
(Ord. 11-10)

**Section 3. Amendment.** Section 10-2-040 of the Syracuse City Code is hereby amended to read in its entirety as follows:

**10-2-040: DEFINITIONS.** As used in this Title, the words and phrases defined in this Section shall have the following meanings unless the context clearly indicates a contrary meaning. Words not included herein but defined in the Building Code shall be construed as defined therein. (Ord. 08-07)

FARM ANIMAL KEEPING: The keeping of animals and fowl, such as commonly used for food or fiber production or as a beast of burden, for recreational pleasure.

**Section 4. Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

**Section 5. Effective Date.** This Ordinance shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY,  
STATE OF UTAH, THIS 27<sup>th</sup> DAY OF MARCH, 2012.**

**SYRACUSE CITY**

ATTEST:

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Cassie Z. Brown, City Recorder

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Jamie Nagle, Mayor

City Council

Dissenting Opinion: Animal Ordinance

Gary Pratt, Vice Chair Planning Commission

After careful review, I feel that under section (C)2.c (Exception 2), which was added at the last minute, is unnecessary for a couple of reasons.

- First it mathematically adds a handicap impacting the ordinance points system that increases the numbers of animals artificially on properties which was not the intent of the ordinance points system.
- It is not part of the examples provided in the ordinance which were added for clarity or the point's grid in the same section. It just adds additional confusion in calculating the number of animals a property could have.

While the Planning Commission did add and make clarifications to the ordinance based on public comment, we did not hear any to illicit such an addition. This section is unnecessary and does not provide the clarity to the ordinance that was desired. I do support the other changes and additions to the ordinance.

I ask for your consideration in removing the language and exception base on these concerns.

Gratefully,

Gary Pratt

To: Syracuse City Council

From: TJ Jensen

Syracuse City Planning Commissioner

A Dissenting Opinion In Regard to Changes To The Animal Ordinance

Council members,

I am writing you in regards to the suggested changes forwarded by the Planning Commission yesterday. While I concur with most of the changes proposed, there is one point that I feel still needs to be addressed.

Under our current ordinance, pet owners in Syracuse are allowed a total of four pets (dogs, cats, birds, ferrets, and such), with a limitation of no more than two of any one species. Dog owners are granted an exception to this if they apply for a Kennel conditional use, which will allow them a total of three (3) dogs under the current ordinance, or four (4) dogs with the changes we have suggested.

My issue is that I strongly believe that the two of any one species provision is too restrictive, and is unfair to owners of pets that are not dogs. I would argue that most complaints that are fielded by staff involve dogs, and not other types of pets.

Under the recently adopted county ordinance, pet owners are allowed a total of three (3) pets, with dogs being additionally restricted. If the county does not have a problem with people owning three (3) cats, parakeets, or whatever, I would argue that at the very least we should allow the same, especially given the more rural nature of much of our community.

If a pet owner is deemed unable to care for his pets under health or humane standards, there are already other ordinances on the books to address such violations. Otherwise responsible pet owners should not be penalized for the bad behavior of a few bad pet owners.

I know we have quite a good number of households in our community that are in violation of the 'two of any one species' rule, from conversations with various residents. I'd prefer such residents to be able to keep their pets, rather than having to give them to the animal shelter, which may result in the termination of said pet if it is not adopted by a new owner.

And, as my neighbor pointed out to me, for those pet owners with larger lots, having an extra cat or two on hand to keep the mice population under control is a good idea. Especially with things like the hantha virus and such being carried by said vermin.

In short, I would ask that you consider relaxing the 'two of any one species' rule, either changing it to 'three of any one species' to more closely mirror the County ordinance or dropping the

species provision completely, which will still restrict the total number of pets to four (4) under our current ordinance.

Thank you for your consideration,

TJ Jensen

Syracuse City Planning Commissioner

**DAVIS COUNTY**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING AND REPEALING CERTAIN SECTIONS OF THE ANIMAL CONTROL ORDINANCE AS SET FORTH IN TITLE 6, DAVIS COUNTY CODE, TO UPDATE THE CODE WITH REGARD TO THE LICENSING, CARE, AND PROTECTION OF ANIMALS**

The Board of County Commissioners of Davis County, Utah, in a regular meeting, lawful notice of which has been given, finds that Sections 6.04.010, 6.12.010, 6.12.060, 6.20.040, 6.28.010, 6.32.010 of the Davis County Code are inadequate and should be amended to reflect the changes in state law and better meet the purposes of the Davis County Animal Care & Control Office and the County, that Section 6.16.140 should be enacted to better meet the purposes of the Davis County Animal Care & Control Office and the County, that Section 6.12.070 should be repealed to better meet the purposes of the Davis County Animal Care & Control Office and the County, and that it is in the best interest of the County that this ordinance be adopted.

The Board of County Commissioners of Davis County, Utah, ordains as follows:

BE IT ORDAINED THAT

**Section 1. Section 6.04.010 of the *Davis County Code* is amended as follows:**

**Section 6.04.010 - Definitions.**

As used in this title:

1. "Animal" means any and all types of livestock, dogs and cats, **fowls**, and all other subhuman creatures, both domestic and wild, male and female, singular and plural.
2. "Animal boarding establishment" means any establishment that takes in animals and boards them for profit.
3. "Animal Control Director" and "Director" each mean the Director of the Animal Care and Control Department.
4. "Animal grooming parlor" means any establishment maintained for the purpose of offering cosmetological services for animals for profit.
5. "Animal shelter" means any facility owned and operated by a governmental entity or any animal welfare organization which is incorporated within the State of Utah for the purpose of preventing cruelty to animals and used for the care and custody of seized, stray, homeless, quarantined, abandoned, or unwanted dogs, cats, or other small domestic animals.
6. "Animal at large" means any animal, whether licensed or not, when
  - a. The animal is off the property of the owner or custodian and is not under the immediate physical restraint by the owner or custodian. "Immediate physical restraint" means a durable restraint device, such as a leash, cage, or other device capable of keeping the animal under physical control.
  - b. The animal is on the property of the owner or custodian and is not:

- (1) Securely confined in a building, fenced area, cage or kennel;
  - (2) Under the immediate physical restraint by the owner or custodian; or
  - (3) Under the immediate and effective control of the owner or custodian and does not cause fear to or constitute or appear to present any threat or danger to the safety, comfort or health of other persons.
- c. A working dog while being used for herding sheep, cattle, or other livestock; a hunting dog while lawfully being used to hunt game; or a dog while being trained for herding or hunting shall not be deemed to be an animal at large if the dog is under the proper control of its owner or custodian.
7. "Bite" means any actual puncture, tear or abrasion of the skin inflicted by the teeth of an animal.
8. "Cat" means any age feline of the domesticated types.
9. "Cattery" means an establishment for boarding, breeding, buying, grooming or selling cats for profit.
10. "Center" means the Davis County Animal Control Center.
11. "Custodian" means a person having formal or informal custody, control, or possession.
12. "Dangerous animal" means any animal that:
  - a. Is dangerously aggressive or uncontrollable, including, but not limited to, any animal which has bitten or in any manner attacked any person or animal with or without provocation whether on public or private property;
  - b. Has been previously found to be a potentially dangerous animal, whose owner has received notice of such, and it is witnessed and documented that the animal aggressively bites, attacks, or endangers the safety of humans or domestic animals; or
  - c. Is found to be in violation of any of the restrictions placed upon the animal by the department pertaining to a potentially dangerous animal.
13. "Department" means the Davis County Department of Animal Care and Control.
14. "Dog" means any canis familiaris.
15. "Domestic animals" means animals customarily and accustomed to living in or about the habitation of man, including, but not limited to, cats, dogs, fowls, horses, swine, cows, sheep, mules, donkeys, cattle and llamas.
16. "Estray" means any livestock found at large.
17. "Guard dog" means a working dog which must be kept in a fenced run or other suitable enclosure during business hours, or on a leash or under absolute control while working, so that it cannot come into contact with the public.
18. "Kennel" means land or buildings used in the keeping of three (3) or more dogs, four (4) months or older.
19. "Livestock" means any normally domesticated animal that is not a cat, or dog, such as; cattle, sheep, goats, mules, burros, swine, horses, geese, ducks, turkeys, etc.
20. "Owner" means any person having an ownership or proprietary interest in an animal or having formal or informal custody of an animal.
21. "Pet" means a domesticated animal kept for pleasure rather than utility, including but not limited to, birds, cats, dogs, fish, hamsters, mice, and other animals associated with man's environment.
22. "Pet shop" means any establishment containing cages or exhibition pens, not part of the kennel or cattery, wherein dogs, cats, birds, or other pets for sale are kept or displayed.

23. "Potentially dangerous animal" means any animal:
- a. That, with or without provocation, chases, attacks, threatens or approaches a person, domestic animal or livestock in a threatening or menacing fashion, or apparent attitude of attack;
  - b. Any animal with a known propensity, tendency or disposition to attack a person, domestic animal, or livestock with or without provocation; or
  - c. That, because of witnessed and documented conduct is reasonably believed to be capable or causing injury to or otherwise poses a threat to the safety of a person, another animal or livestock.
24. "Quarantine" means the isolation of an animal as required by this title in a substantial and approved enclosure so that the animal is not subject to contact with other animals or unauthorized persons.
25. "Restraint device" means any chain, leash, cord, rope, or other device used to physically restrain an animal, exclusive of any underground or other electrical or radio device.
26. "Riding school or stable" means an establishment, person or business which offers boarding and/or riding instruction of any horse or other riding animal or which offers such animal for hire.
27. "Vicious animal" means any animal which has:
- a. Inflicted severe injury on a human being with or without provocation on public or private property;
  - b. Has killed a domestic animal with or without provocation while off the owner's property; or
  - c. Has been previously found to be dangerous, the owner having received notice of such and the animal again bites, attacks, or endangers the safety of humans or domestic animals, or it is witnessed and documented that the animal is in violation of restrictions placed upon it as a potentially dangerous or dangerous animal pursuant to Sections 6.16.050 and 6.16.060 of this title.
28. "Wild animal" means any animal which is not commonly domesticated, or which is of a wild or predatory nature, or any animal which, because of its size, growth propensity, vicious nature or other characteristics, would constitute an unreasonable danger to human life, health or property if not kept, maintained or confined in a safe and secure manner. Those animals, however domesticated, shall include but are not limited to:
- a. Alligators, crocodiles, Caiman;
  - b. Bears (Ursidae). All bears including grizzly bears, brown bears and black bears;
  - c. Cat Family (Felidae). All except the commonly accepted domesticated cats; including cheetahs, cougars, leopards, lions, lynx, panthers, mountain lions, tigers and wildcats;
  - d. Dog Family (Canidae). All, except domesticated dogs, and including wolf, fox, coyote, and wild dingo. Any dog cross bred with a wild animal as described above shall be considered to be a wild animal;
  - e. Porcupine;
  - f. Primates (all subhuman primates);
  - g. Raccoon (all varieties);
  - h. Skunks;
  - i. Venomous snakes or lizards;
  - j. Weasels. (All weasels, martens, wolverines, badgers, otters, ermine, mink and mongoose, except that the possession of mink shall not be prohibited when raised

commercially for their pelts, in or upon a properly constructed legally operated ranch.

**Section 2. Section 6.12.010 of the *Davis County Code* is amended as follows:**

**6.12.010 Licensing and registration of dogs and cats.**

It is unlawful for any person to own, keep, harbor or maintain a dog or cat over the age of four months of age, without registering and obtaining a license for such dogs and cats from the Animal Control Department or authorized vendor. All dogs and cats brought into Davis County shall require registering and licensing within thirty (30) days after they enter Davis County, or within thirty (30) days after having reached the age of four (4) months. The annual fee for all dog and cat licenses shall be from time to time set by resolution by the Board of County Commissioners. For any dog or cat not registered within thirty (30) days after having been brought into Davis County, or within thirty (30) days of being four months old, the owner thereof will be required to pay an additional license late fee which shall be set from time to time by resolution of the Board of County Commissioners. No dog or cat shall be licensed as spayed or neutered without proof that the surgery has been performed.

Dog and cat licenses shall be renewed each year, with each license being valid from the date of purchase for twelve (12) consecutive months with the license expiration date one year from the date of purchase. Three year cat licenses shall be valid from the date of purchase for thirty-six (36) consecutive months with the license expiration date three years from the date of purchase. Licenses not renewed within thirty (30) days of expiration shall be subject to the applicable late fee.

**Section 3. Section 6.12.060 of the *Davis County Code* is amended to read:**

**Section 6.12.060 Number of dogs and cats per residence.**

No person or persons at any one (1) residence within the jurisdiction of this title shall at any one (1) time own, harbor, license, or maintain more than three (3) cats and dogs in any combination. A person may only own, harbor, license, or maintain three (3) dogs if one of the dogs has been acquired from a legitimate animal shelter, as the term "animal shelter" is defined in the Utah Animal Welfare Act. ~~as otherwise provided in this chapter.~~

**Section 4. Section 6.20.040 of the *Davis County Code* is amended to read:**

**Section 6.20.40 – Impoundment and disposal.**

- A. Animals shall be impounded for a minimum of ~~three~~ five (5) business days before further disposition. Reasonable effort shall be made to notify the owner, caretaker or sponsor, of any animal wearing a license or other form of identification, including but not limited to a microchip, during that time. Notice shall be deemed given when sent to the last known address of the listed owner, caretaker or sponsor. Any animal voluntarily relinquished to the animal control facility by the

owner thereof for destruction or other disposition need not be kept for the minimum holding period before release or other disposition as herein provided. In compliance with the Community Cat Act, any cat received by a shelter under the provisions of Section 11-46-103, Utah Code Annotated, may be released prior to the five (5) day holding period to a sponsor that operates a community cat program.

- B. All animals, except those quarantined or confined by court order, or those subject to Section 4-25-4, Utah Code Annotated, which are held longer than the minimum impound period, and all animals voluntarily relinquished to the impound facility, may be destroyed or disposed of as the Director of Animal Control shall direct. Any healthy dog or cat may be sold in compliance with the Davis County animal control adoption policy after payment of all applicable fees. Other small animals, not included as livestock may also be sold as determined by the director.
- C. Any animal impounded and having or suspected of having a serious physical injury or contagious disease requiring medical attention may, at the discretion of the Animal Control Director, be released to the care of a veterinarian with or without the consent of the owner, caretaker or sponsor.
- D. When, in the judgment of the Director of Animal Control, it is determined that an animal should be destroyed without delay for humane reasons or to protect the public from imminent danger to persons or property, such animal may be destroyed without regard to any time limitation otherwise established in this title, except as provided in Chapter 6.24, and without court order.
- E. The Animal Control Director or any of his or her agents may destroy an animal upon request of the owner without transporting the animal to County facilities. An appropriate fee shall be charged the owner for the destruction and any subsequent disposal of the carcass done by the Department of Animal Control.
- F. In the event that an impounded animal is to be sold at an administrative auction, notice of the sale shall be given in a newspaper of general publication once at least 10 calendar days prior to the sale.

**Section 35. Section 6.28.010 of the Davis County Code is amended to read:**

**Section 6.28.010 Cruelty to animals.**

A person commits cruelty to animals when he or she:

- A. Causes one animal or fowl to fight with another;
- B. Intentionally or carelessly administers or applies any poisonous or toxic drug or any material injurious to tissues or organs to any animal or livestock, or procures or permits the same to be done, whether the animals be his own property or that of

another. This provision shall not be interpreted so as to prohibit the use of poisonous substances for the control of vermin in furtherance of public health when applied in such a manner as to reasonably prohibit access to other animals;

- C. By act or omission causes pain, suffering, terror or torment, or if he or she injures, mutilates, or causes disease or death to any animal or fowl;
- D. Administers or applies or procures or permits the administration of application of any trapping mechanism, other than a live capture trap or exposes such a trapping mechanism to domestic animals or livestock, with the intent to harm or take the animal whether the animal be his or her own property or that of another. All set live capture traps shall be checked and emptied daily. All traps must have owner identification permanently affixed to them;
- E. In the case of an animal owner, custodian, or sponsor, ~~N~~ neglects or fails to supply such animal with necessary and adequate exercise, care, rest, food, drink, air, light, space, shelter, protection from the elements, and/or medical care;
- F. Raises, trains, purchases or sells any animal or fowl for fighting or harbors fowl for fighting purposes, which has the comb clipped or the spur altered or who is in possession of an artificial spur;
- G. Is present as a spectator at any animal contest wherein one animal or fowl is caused to fight with another, or rents any building, shed, room, yard, ground or premises for the purpose of holding such a contest between animals; or knowingly suffers or permits the use of any building, shed, room, yard, ground or premises belonging to him or her or under his or her control for any of these purposes;
- H. Abandons an animal;
- I. Performs or causes to be performed any of the following operations:
  - 1. Inhumanely removes any portion of the beak of any bird, domestic or wild,
  - 2. Alters the gait or posture of any animal, by surgical, chemical, mechanical, or any other means, including soring,
  - 3. Crops or cuts the ears, removes an animal's claws or sterilizes a dog or cat and is not a licensed veterinarian,
  - 4. Inhumanely docks the tail of an animal or removes an animal's dewclaws;
- J. Carries or causes to be carried any animal in a manner harmful to that animal. Suitable racks, cars, crates or cages in which such animals may stand, move freely, or lie down during transportation, or while awaiting slaughter, must be provided;
- K. ~~Leaves any animal confined in a vehicle unattended in excessively hot or cold weather~~ **Carries, transports, or confines any animal in or upon any vehicle in a cruel or inhumane manner, including but not limited to carrying or confining such animal**

without adequate ventilation, food or water for an unusual length of time. In this section the determination of whether treatment of an animal is “cruel or inhumane” shall be made by the Director of Animal Care and Control, his designated officer, or local law enforcement officer, after considering the individual circumstances;

- L. Continuously drives or works a horse or other animal to a point of observable strain, and denies the animal rest periods. Working animals shall be offered water periodically;
- M. Takes or kills any bird(s) or robs or destroys any nest, eggs or young or any bird in violation of the laws of the State of Utah;
- N. Inhumanely hobbles livestock or other animals;
- O. Leaves any livestock species used for draught, driving or riding purposes, on the street without protection from the weather and without food and water;
- P. Recklessly rides or drives any horse or other livestock species on any street, highway, or avenue within this jurisdiction;
- Q. Induces or encourages an animal to perform through the use of chemical, mechanical, electrical or manual devices in a manner which will cause, or is likely to cause physical injury or unnecessary suffering;

| **Section 46. Section 6.16.140 of the *Davis County Code* is hereby enacted to read as follows:**

**Section 6.16.140      Animals Attacking Persons and Animals.**

A. **Attacking Animals:** It is unlawful for the owner or person having charge, care, custody or control of any animal to allow such animal to attack, chase or threaten any person, any domestic animal having a commercial value, or any species of hoofed protected wildlife, or to attack domestic fowl. “Threaten,” as used in this section means any menacing behavior, including but not limited to, lunging, growling, biting, or bearing of teeth.

B. **Owner Liability:** The owner in violation of subsection A of this section shall be strictly liable for violation of this section. In addition to being subject to prosecution under subsection A of this section, the owner of such animal shall also be liable in damages to any person injured or to the owner of any animal(s) injured or destroyed thereby.

C. **Defenses:** The following shall be considered in mitigating the penalties or damages or in dismissing the charge:

- 1. That the animal was properly confined on the premises;
- 2. When the animal is on its owner’s property;

3. That the animal was deliberately or maliciously provoked.

D. Any person may take reasonably necessary actions, including killing, to defend him or herself, other persons, and property while the animal is committing any of the acts specified in subsection A of this section.

**Section 57. Section 6.32.010 of the *Davis County Code* is amended to read:**

**Section 6.32.010 Fees & Charges**

<b>Fee Description</b>	<b>Amount</b>
Relinquishment (at the Animal Shelter)	15.00
Relinquishment (in the field with pickup by Animal Control officer)	30.00
Relinquishment (litter and mother)	15.00
Impound of domestic animal	50.00
Impound of livestock (during day operation hours)	75.00
Impound of livestock (after day operation hours)	95.00
Daily board charges for domestic animal	10.00
Daily board charges for livestock	25.00
Euthanasia and disposal	40.00
Quarantine (for 10 day period)	100.00
<del>Adoption/Purchase (unaltered dog or cat)</del>	<del>15.00</del>
<del>Adoption/Purchase Off Site (unaltered dog or cat)</del>	<del>40.00</del>
<del>Adoption/Purchase (altered dog or cat)</del>	<del>45.00</del>
<del>Adoption/Purchase Off Site (altered dog or cat)</del>	<del>70.00</del>
<del>Adoption/Purchase (small animal excluding dogs and cats)</del>	<del>5.00</del>
<u>Fees for adoption/purchase of dogs, cats, and small animals such as turtles, snakes, gerbils, etc., are on a sliding scale as set by Animal Control based on such factors as size, breed, and age of the animal, and time spent in the shelter. In no event, shall the fee for adopting/purchasing a dog, cat or small animal be more than \$295.00.</u>	
Spay/Neuter Feline	45.00
Spay/Neuter Canine (under 30 lbs)	55.00
Spay/Neuter Canine (30-59 lbs)	65.00
Spay/Neuter Canine (60-89 lbs)	75.00
Spay/Neuter Canine (over 90 lbs)	85.00
Spay female in heat additional	25.00
Neuter with Retained Testicle additional	25.00
License for dog <del>or cat</del> (unsterilized/no microchip) for one year	40.00
License for dog <del>or cat</del> (sterilized / no microchip) for one year	15.00

License for dog (unsterilized / microchip)	30.00
License for dog (sterilized / microchip)	10.00
Three year for dog (unsterilized / no microchip)	120.00
Three year for dog (unsterilized / with microchip)	90.00
Three year for dog (sterilized / no microchip)	45.00
Three year for dog (sterilized / microchip)	20.00
<u>License for cat (unsterilized/no microchip) for one year (includes microchip)</u>	<u>15.00</u>
<u>License for cat (sterilized/no microchip) for one year (includes microchip)</u>	<u>5.00</u>
<u>License for cat (unsterilized/microchip) for one year (no microchip)</u>	<u>10.00</u>
<u>License for cat (sterilized/microchip) for one year</u>	<u>5.00</u>
<u>Three year license for cat (unsterilized with or without microchip)</u>	<u>45.00</u>
<u>Three year license for cat (sterilized/no microchip) – includes microchip</u>	<u>24.00</u>
<u>Three year license for cat (sterilized/microchip)</u>	<u>10.00</u>
License for dog <del>or cat</del> (unaltered unsterilized) for one year-Senior Citizen owner	10.00
License for dog <del>or cat</del> (altered sterilized) for lifetime - Senior Citizen owner	20.00
<u>License for cat (sterilized/microchip) for lifetime – Senior Citizen owner</u>	<u>10.00</u>
<u>Transfer fee for cat or dog</u>	<u>5.00</u>
Late <u>license</u> fee for <del>license</del> <u>dog or cat</u>	20.00
Rabies Vaccination (1 year w/adoption)	10.00
Rabies Vaccination (3 years w/adoption)	12.00
Five (5) Way Vaccination (w/adoption)	15.00
Vaccines Open to General Public	20.00
Combo Kits (any 2 vaccines) Open to General Public	30.00
Combo Kits (any 3 vaccines) Open to General Public	50.00
Micro Chip (Mandatory for Impounded Dogs)	25.00
Micro Chip (For dogs of General Public)	25.00
Micro chip (w/Adoption)	20.00
Kennel Fee (annual)	75.00
Replacement/Duplicate tag <u>for dog or cat</u>	6.00
<del>Regulatory permit (business)</del>	<del>50.00</del>
Euthanization of trapped raccoon (includes removal of carcass) and trapped skunk (does not include removal of carcass)	20.00
Trap rental security deposit	50.00
Trap rental fee per week	10.00

**NON-CONTRACTED CITIES FEES:**

<b>Fee Description</b>	<b>Amount</b>
Impound	75.00
Boarding per day/per animal	20.00
Impound of Livestock (regular working hours)	125.00
Impound of Livestock (after working hours)	175.00

Daily Boarding Charges for Livestock	50.00
Euthanasia and Disposal	50.00
Quarantine (10 days)	200.00
Stock Truck, Trailer and ACO from Animal Control site & return	200.00
	+2.00 per mile

**Section 86. Section 6.12.070 of the *Davis County Code* is hereby repealed.**

**~~Section 6.12.070~~ — ~~Regulatory permits.~~**

~~It is unlawful for any person to operate a boarding kennel, cattery, pet shop, groomery, riding stable, or any similar establishment, unless such person first obtains a regulatory permit from the Animal Control Department, which permit shall be in addition to all other required licenses. All applications for permits to operate such establishments shall be submitted together with the required permit fee on a printed form provided by the Animal Control Department. Before the permit is issued, approval shall be granted by the Davis County Health Department, and appropriate zoning authority and the Animal Control Department. Establishments in existence prior to the ratification of this title shall obtain such regulatory permit within ninety (90) days of written notification of the regulatory inspector that such a permit is necessary.~~

**Section 9. Effective Date.**

This ordinance shall become effective 15 days after its adoption and upon publication as required by law.

This ordinance was duly approved and adopted by the Board of County Commissioners of Davis County, Utah on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, with Commissioners, Louenda H. Downs, P. Bret Millburn and John Petroff Jr., all voting as noted above regarding passage of this ordinance.

BOARD OF COUNTY COMMISSIONERS OF DAVIS COUNTY

By: \_\_\_\_\_  
Louenda H. Downs, Chairperson

ATTEST:

\_\_\_\_\_  
Steve S. Rawlings  
Davis County Clerk/Auditor

Approved as to legal form and compatibility with state law:

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Deputy Davis County Attorney