



SYRACUSE CITY

Syracuse City Council

Work Session Notice

May 27, 2014, 6:00 p.m.,

Municipal Building, 1979 W. 1900 S.

Notice is hereby given that the Syracuse City Council will participate in a work session on Tuesday, May 27, 2014, 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. Public Comments.
- b. Farmer's Market Update.
- c. Lease Agreement Addendum-Rock Creek Park Cell Tower
- d. Request for Assistance from West Point City on Construction of 200 North Trail
- e. Budget discussion
 - Discussion regarding employee recruitment and retention policy
 - Discussion regarding employee compensation plan..
- f. Council business.

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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 16<sup>th</sup> day of May, 2014 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 May 16, 2014.

CASSIE Z. BROWN, CMC  
SYRACUSE CITY RECORDER



# COUNCIL AGENDA

May 27, 2014

## Agenda Item # b Farmer's Market Update

### *Factual Summation*

Please see the attached:

- a. Ariel Map
- b. Proposed Layout
- c. Marketing Poster
- d. Market Plan

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

### **Background**

Previously the Farmer's Market has been operated by the Museum Board. When the board determined they could no longer operate the market, it was given to RC Willey to host. They have been hosting it for the past few years on Saturdays in their parking lot. The success and popularity of the market has waned and RC Willey has determined that they no longer intend to host the market and has turned it back to the City.

Staff views the market as a strategic key to the economic development activity in the City and also a key to creating branding opportunity for the City. We see the market as a way to build community pride in Syracuse.

Staff has analyzed past markets and has developed a strategy to revitalize the market in an effort to draw vendors to the market and citizens to shop at the market. Attached is a summary of the proposed Farmer's Market Strategy.

### **Request**

Staff is requesting support from the Council to continue developing and supporting the Farmer's Market

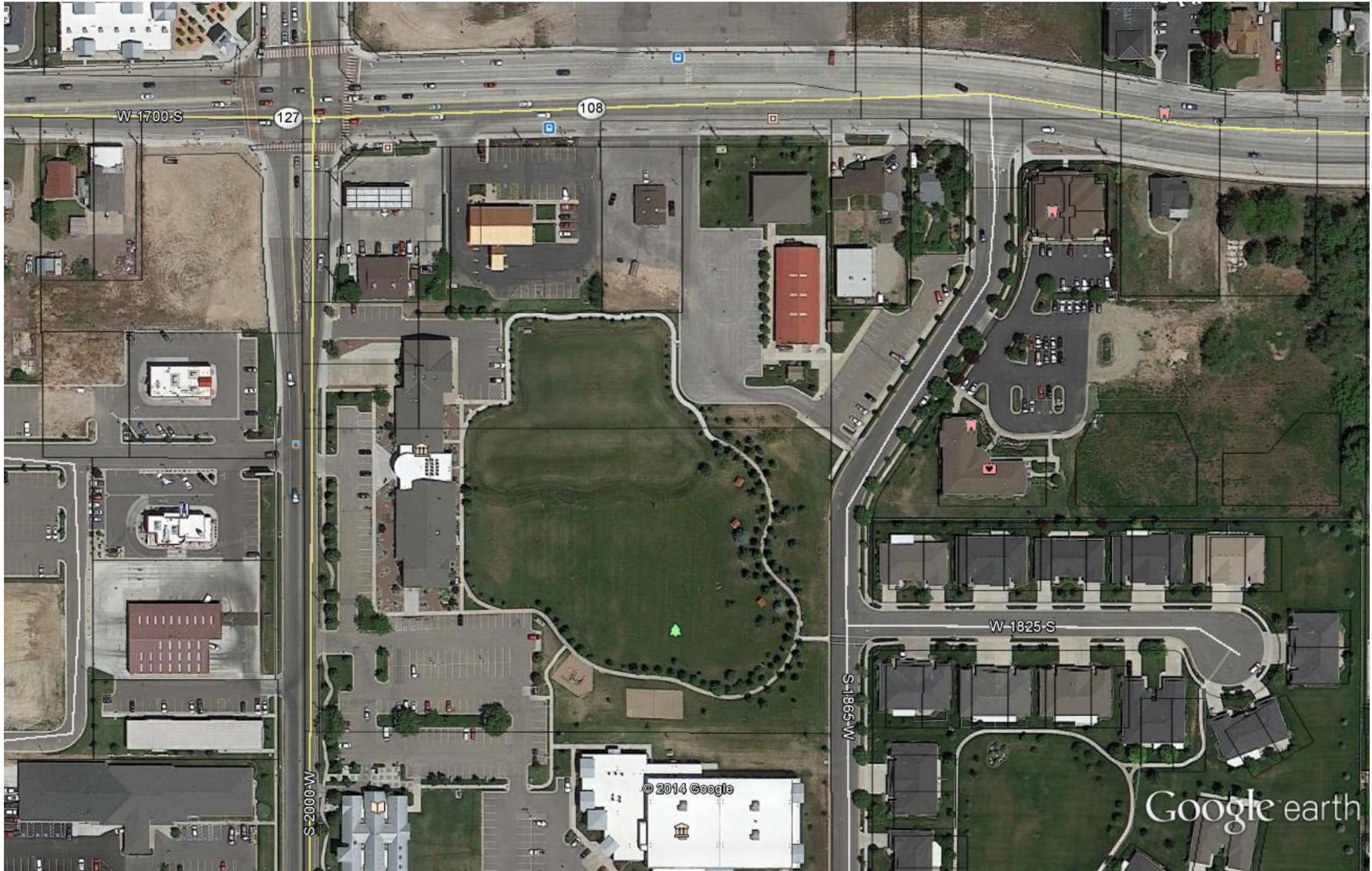
## Farmer's & Crafter's Market Proposal

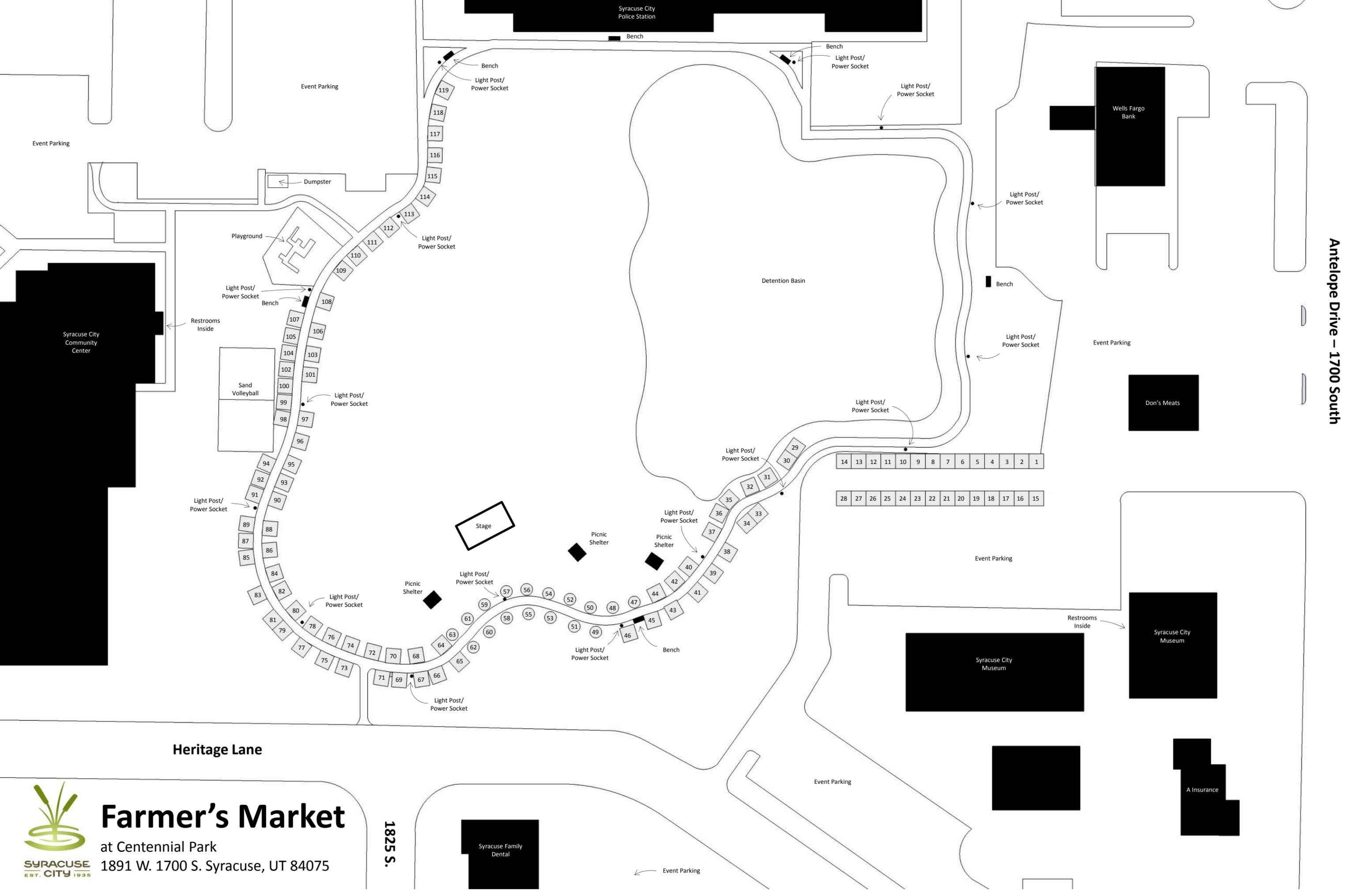
- Wednesday nights 4-9 p.m.
  - Saturdays-Large Market competition for vendors
  - Tuesdays/Thursdays-other local market nights
- Beginning July 9<sup>th</sup> thru October 1<sup>st</sup> (13 weeks)
- Museum Parking Lot/Heritage Park
  - Food booths on pavement
  - Non-food booths on grass
- Fees-To be paid in advance for season
  - Produce Stands \$130 -Syracuse farmers 20% discount
  - Food Venders \$195 Syracuse business license holders 20% discount
    - Limited to one food type (first come)
  - Handmade Crafts \$130 -Syracuse business license holders 20% discount
  - Merchandise Vendors \$195 -Syracuse business license holders 20% discount
    - Limited to one booth per brand/product type (first come)-ie. Tupperware, Avon, DoTerra
  - Power-Additional \$65
  - Home Growers Rent a Basket \$5/week
  - Can be pro-rated to 50% of fee after 6<sup>th</sup> Week
- Part-time intern/coordinator
  - 10 hours/week (could be fewer hours towards the end and when school starts again)
  - May 20-September 30 (20 weeks)
  - Health Department Intern-Public Health Student available at no charge for a few week
  - Identify and Recruit Vendors
  - Distribute applications and forms
  - Educate vendors and ensure Health Department regulations compliance
  - Layout booth assignment locations
  - Attend market each week to address any concerns and ensure compliance of Health Department regulations
  - Coordinate Volunteers
- Staff Support
  - Advise Steering Committee of Volunteers
  - Noah-assist with layout of booths, mapping
  - Noah-assist intern in development of a programming guide to be used each year
  - Debbie-receipt of applications and booth fees
  - Sherrie-report to Health Department on intern evaluation
- Museum Support & Benefits
  - Agreed to have Museum open during market hours, staffed with one person/building
  - Provide restroom facilities
  - Provide Parking
  - Allow use of frontage for Farmer's Market signage & existing "A" Frame signs

- Increase Museum visitation and awareness
- Parking
  - Museum
  - Don's Meats
  - Heritage Medical Plaza-overflow parking
- Projected Revenue Projections/Estimates for 20-25 vendors \$5,000
  - Produce Vendors
  - Craft/Artist Vendors
  - Merchandise Vendors
  - Food Vendors
  - Basket Rentals up to 20
  - Power Hookups
  - Charity/Non-profit/Community Awareness
- Potential Booth Sites
  - 10'x10'
  - With Power
  - Food Vendors
  - Produce Vendors
  - Craft/Merchandise Vendors
- Economic Development Benefits
  - Create weekly energy & synergy in Town Center
  - Increase week night business traffic
  - Sense of community
  - City Pride
  - Support and increase Museum visits and awareness
  - Increase positive branding of the City
  - Support Local Agriculture
- Future Expansion
  - Concert in the Park Series-Arts Council Participation
  - Cultural Opportunities with local artists
  - Talent Shows
  - Community Activities



# Farmer's Market Centennial Park






**Farmer's Market**  
 at Centennial Park  
 1891 W. 1700 S. Syracuse, UT 84075

**SYRACUSE**  
 EST. CITY 1936

1825 S.

Syracuse Family  
 Dental

Event Parking

Syracuse City  
 Museum

Syracuse City  
 Museum

A Insurance

Don's Meats

Wells Fargo  
 Bank

Antelope Drive - 1700 South

Heritage Lane

Event Parking

Event Parking

Bench  
 Light Post/  
 Power Socket

Bench  
 Light Post/  
 Power Socket

Bench

Bench

Restrooms  
 Inside

Restrooms  
 Inside

Sand  
 Volleyball

Playground

Dumpster

Syracuse City  
 Police Station

Syracuse City  
 Community  
 Center

Event Parking

Event Parking

Event Parking

Detention Basin

14 13 12 11 10 9 8 7 6 5 4 3 2 1

28 27 26 25 24 23 22 21 20 19 18 17 16 15

SYRACUSE  
EST. CITY 1935

# FARMERS MARKET

*Wednesday Nights 5pm – 9pm*

TIME

*Centennial Park -  
1891 W. 1700 S. Syracuse, UT*

LOCATION

*July 9<sup>th</sup> – October 1<sup>st</sup>*

DATES

PRODUCE, EGGS, MEAT, BREAD, CRAFTS, JEWELRY, ART, MUSIC

FOR QUESTIONS OR TO BECOME A VENDOR, CONTACT (801) 825-1477





# COUNCIL AGENDA

May 27, 2014

Agenda Item # c                      Lease Agreement Addendum-Rock Creek Park Cell Tower

## *Factual Summation*

Please see the attached:

- a. Ariel Map
- b. Current Lease

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

## **Background**

The City has been approached by Verizon Wireless about co-locating on the existing cell tower at Rock Creek Park. The cell tower is owned by Crown Castle for which they pay the City a lease. The current lease requires any carrier that co-locates to enter into a lease with the City as well.

Staff has reviewed lease and would prefer to have only one carrier pay the City per tower. Crown Castle has agreed to an amendment to the lease in which they would pay the city a per carrier fee for each additional carrier that co-locates on the tower.

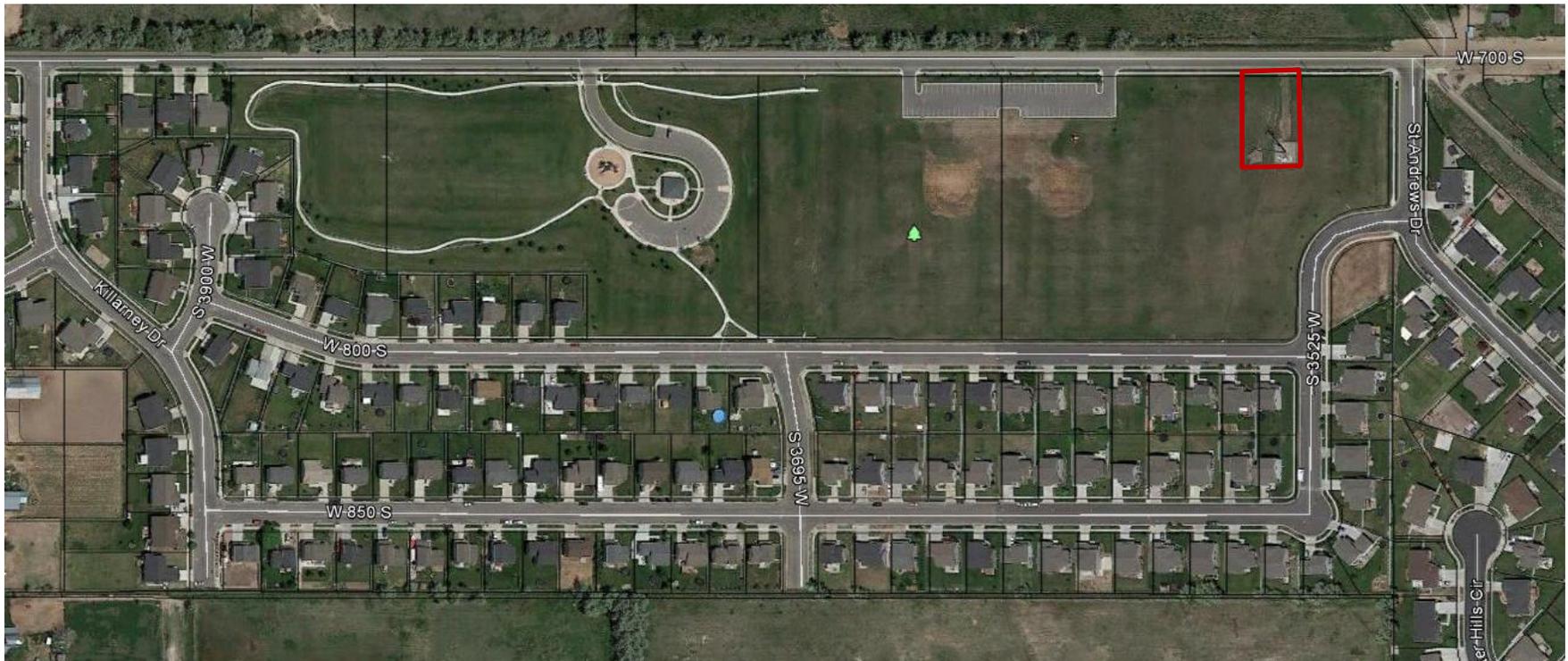
Staff is currently negotiating the per carrier fee and will have a draft for discussion at the work session meeting.



# Lease Agreement Amendment

## 3500 W 700 S

### Crown Castle



ID: SL01306C\_1

Site Address: 700 South 3550 West  
Syracuse, UT 84075

**T-MOBILE**

**FIRST AMENDMENT TO SITE LEASE WITH OPTION**

THIS FIRST AMENDMENT TO SITE LEASE WITH OPTION ("Amendment") is made by and between Syracuse City Corporation (together with its successors and assigns, "Landlord"), and T-Mobile West Corporation, a Delaware corporation (together with its successors and assigns, "Tenant"), as successor in interest to VoiceStream PCS II Corporation, a Delaware Corporation.

**RECITALS**

WHEREAS, Landlord and Tenant (or their predecessors in interest) entered into a **SITE LEASE WITH OPTION** dated June 1, 2001 (as may be supplemented and amended, the "Lease"); whereby Landlord leased to Tenant certain Premises, therein described and otherwise used by Tenant (the "Premises"), that are a portion of the Property located at 700 South 3550 West, Syracuse, UT 84075 (the "Property");

WHEREAS, Tenant desires a reduction in its Rent obligations under the Lease and Landlord is willing to reduce Tenant's Rent obligations for a certain period of time, provided Tenant commits to pay Rent to Landlord for a rent lock-in period.

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Lease to accomplish the foregoing on the following terms and conditions;

NOW THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Term.** The current term (whether such term is the initial term, a renewal term, a modified term or other name) is hereby amended so that starting on December 1, 2006, (the "Extension Date") such current term shall continue for twelve (12) months, expiring on November 30, 2007 (the "Modified Term"), and rent for any partial month or partial year of the current term prior to the Extension Date shall be prorated. After the Modified Term, and notwithstanding anything to the contrary in any renewal provisions of the Lease, Tenant shall have the right to renew the Lease for up to five (5) additional sixty (60) month periods (each a "Renewal Term"). Each Renewal Term shall automatically commence, on the same terms and conditions of the Lease, without further action by Tenant, unless Tenant provides Landlord with written notice of its intention not to renew at least ninety (90) days prior to the end of the Modified Term or of any Renewal Term.

2. **Modification of Rent.** Commencing on the Extension Date, the rent ("Rent") payable under the Lease for the Modified Term shall be [REDACTED] month, subject to adjustments as provided below. The Rent shall be paid monthly to Landlord, in advance by the fifth day of each month throughout the Modified Term.

- 3. **Future Rent Increases/Rent Proration.** The Lease is amended to provide that commencing on the first day of each Renewal Term, if any, [REDACTED] of the Rent in effect immediately prior to the commencement of the Renewal Term. Rent for any partial period shall be prorated on a per diem basis.

4. **Modification of Tenant's Obligation to Pay – Rent Lock-In.** Tenant hereby agrees that Tenant will be obligated to pay the Rent due hereunder for the sixty (60) month period immediately following the Extension Date (the "Rent Lock-in Period"), and such obligation will not be subject to offset or abatement by Tenant, or adversely impacted by termination of the Lease by Tenant. Notwithstanding the foregoing, or any term or condition to the contrary in the Lease, Tenant shall have the right during the Rent Lock-In Period to immediately terminate the Lease upon written notice, if and only if Tenant is substantially unable to use the Premises for its permitted "uses" (i) for a period of ninety (90) days due to casualty damage, or (ii) due to a taking or condemnation under the power of eminent domain, as of the date of acquisition or possession by the condemning authority, or (iii) due to the failure of Landlord to cure Landlord's default under this Lease within thirty (30) days after receipt of notice of such default, or (iv) due to any material interference to Tenant's use of the Premises which remains unresolved after ten (10) days notice from Tenant to Landlord. In the event of such termination, and as of such termination, Tenant shall have no obligation to pay the Rent due during the remaining Rent Lock-In Period.

5. **Notices.** All notices, requests, demands and communications under the Lease as amended hereby will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid. Notices will be addressed to the parties as follows: (i) as to Tenant, T-Mobile West, 12920 SE 38th St., Bellevue, WA 98006, ATTN: Lease Administrator and Legal Department, and (ii) as to Landlord, Syracuse City Corporation, 700 South 3550 West, Syracuse, UT 84075. Either party hereto may change the place for the giving of notice to it by not less than thirty (30) days' prior written notice to the other as provided herein.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall govern and control. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment; provided, however, that nothing contained in this Amendment or in any other document shall be deemed or construed so as to waive or modify any right or option of the Tenant under the Lease, except to the extent expressly modified in this Amendment. This Amendment may be executed in multiple counterparts and signatures sent by facsimile or e-mail may be treated as original signatures.

7. **Miscellaneous.** Landlord acknowledges that: (a) this Amendment is entered into of the Landlord's free will and volition; (b) Landlord has read and understands this Amendment and the underlying Lease and, prior to execution of the Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this Amendment and to have counsel review the terms and conditions of the Amendment; and (c) Landlord has been advised and is informed that should Landlord not enter into this Amendment, the underlying Lease between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

[[SIGNATURES APPEAR ON THE FOLLOWING PAGE]]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and deliver this Amendment effective as of 10/1, 2006 ("Effective Date").

WITNESS:

Signature: Cassie Z. Brown, City Recorder  
Print Name: Cassie Z. Brown

Signature: Jillmar Holt  
Print Name: Jillmar Holt

Landlord:

Syracuse City Corporation

By: [Signature]

Name: Kenneth Hubler

Title: City Administrator

Tax Id: [Redacted]

WITNESS:

Signature: Babette Mayo  
Print Name: \_\_\_\_\_

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

Tenant:

T-Mobile West Corporation, a Delaware corporation

By: [Signature]

Name: \_\_\_\_\_ Darcey R. Estes  
Director, Engineering &  
Operations

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

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION ("Lease") is by and between Syracuse City Corporation ("Landlord") and VoiceStream PCS II Corporation, a Delaware Corporation ("Tenant")

1. Option to Lease

(a) In consideration of the payment of One Thousand Dollars and No/100 Dollars (\$1,000 00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the use of a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of Two Thousand Dollars and No/100 Dollars (\$2,000 00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") (the "Governmental Approvals"), including appointing Tenant as agent for all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant the use of that portion of the Property sufficient for placement of Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 700 South 3550 West, Syracuse, Utah 84075, comprise approximately 1600SF square feet

2. Term. The initial term of the Lease shall be five (5) years commencing on the date of the exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Permitted Use. The Premises may be used by Tenant for, among other things, the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

4. Rent. ~~Rent shall be payable to Landlord, at Tenants, One thousand Dollars and No/100 Dollars (\$1,000.00) per month~~ ("Rent") Rent shall be payable in advance beginning on the Commencement Date prorated for the remainder of the month in which the Commencement Date falls and thereafter Rent will be payable monthly in advance by the fifth day of each month to Syracuse City Corporation at Landlord's address specified in Section 12 below. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Tenant, and all prepaid Rent shall be immediately refunded to Tenant.

5. Renewal Tenant shall have the right to extend this Lease for five (5) additional, five-year terms ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Rent ~~shall be payable to Landlord, at Tenants, One thousand Dollars and No/100 Dollars (\$1,000.00) per month~~. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

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Site Name Syracuse  
Market Salt Lake

Rev 2/00

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord, with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities, Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines (collectively the "Antenna Facilities"). Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities at any time during and upon termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use. Tenant shall have the right to install necessary conduit and sleeving from the roof to the point of connection within the Building. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease or any Renewal Term (collectively, "Easement"). The Easement provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

(b) upon thirty (30) days written notice by either party if the other party commits a non-monetary default and fails to cure or commence curing such default within that thirty (30)-day period, or such longer period as may be required to diligently complete a cure commenced within that thirty (30)-day period,

(c) immediately if Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

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Site Name Syracuse  
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(d) upon ninety (90) days written notice by Tenant if the Property, or the Antenna Facilities are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(e) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(f) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation

9. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes directly attributable to, the Antenna Facilities. Landlord shall pay any real property taxes or other fees and assessments attributable to the Property. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease.

10. Insurance and Subrogation.

(a) Tenant shall provide Commercial General Liability Insurance in an aggregate amount of One Million and No/100 Dollars (\$1,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

11. Hold Harmless. Tenant agrees to hold Landlord harmless from claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors.

12. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

| <u>If to Tenant, to:</u>                                                                                                                                                 | <u>With a copy to:</u>                                                                                             | <u>If to Landlord, to:</u>                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| VoiceStream PCS II Corporation<br>12920 SE 38 <sup>th</sup> Street<br>Bellevue, WA 98006<br>Attn: PCS Leasing Administrator<br>With a copy to: Attn: Legal<br>Department | <i>VOICESTREAM PCS II CORP.</i><br>Attn. Lease Administrator<br><i>2323 Delgany St.</i><br><i>DENVER, CO 80216</i> | 1787 South 2000 West<br>Syracuse, Utah 84075<br>N/A<br>Syracuse, Utah 84075 |

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

Site Number SL 1306C  
Site Name Syracuse  
Market Salt Lake

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14 Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not by Landlord or Tenant prior to and during the Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15 Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easement to any person or business entity which is authorized pursuant to and FCC licensed to, operate a wireless communications business, is a parent, subsidiary or affiliate of Tenant, is merged or consolidated with Tenant or purchases more than fifty (50) percent of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed, withheld, conditioned or denied.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 8 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises as provided in Section 17 of this Lease.

16 Successors and Assigns. This Lease and the Easement granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

Site Number SL 1306C  
Site Name Syracuse  
Market Salt Lake

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(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached as Exhibit C) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease by either party. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(e) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

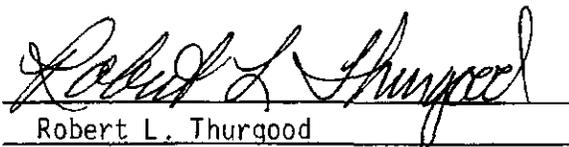
(i) All Exhibits referred herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the Premises location within the Property), may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

(j) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign ("Effective Date").

LANDLORD: Syracuse City Corporation

By:



Printed Name:

Robert L. Thurgood

Its:

Mayor

Date:

24 January 2001

Site Number SL 1306C  
Site Name Syracuse  
Market Salt Lake

Rev 2/00

**ADDENDUM TO SITE LEASE WITH OPTION**  
**[Additional Terms]**

In the event of conflict or inconsistency between the terms of this Addendum and the Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in the Lease.

Paragraph 1 (b) is deleted in its entirety and replaced with the following:

1. (b) During the Option Period and any extension thereof, and during the term of this Lease, Landlord agrees to allow Tenant to obtain, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entities (including without limitation, zoning and land use authorities, and the Federal Communications Commission ("FCC") (the "Governmental Approvals"), including appointing Tenant as agent for all land use and zoning permit applications, and Landlord agrees to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, systems design, operations and Governmental Approvals. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing at Landlord's address in accordance with Section 12 hereof.

Paragraph 3 is deleted in its entirety and replaced with the following:

**3. Permitted Use.** The Premises may be used by Tenant only, for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities. No other FCC-licensed Telecommunications Provider/Carrier, may co-locate on Tenant's facilities without first obtaining a ground lease with the Landlord.

Paragraph 7 (c) is deleted in its entirety and replaced with the following:

7. (c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of the Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned in good, usable condition, normal wear and tear and casualty excepted within 60 days.

Paragraph 7 (d) is deleted in its entirety and replaced with the following:

7 (d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall install separate meters for utilities used on the Property. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use.

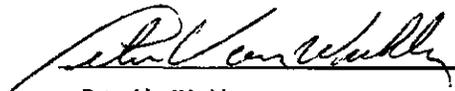
Paragraph 15 Assignment and Subleasing (only) is deleted in its entirety and replaced with the following:

**15. Assignment and Subleasing:** Upon written approval by the Landlord, Tenant shall have the right to assign or otherwise transfer this Lease and the Easement to any business entity, which is authorized pursuant to and FCC licensed to, operate a wireless communications business. Tenant shall have the right to assign or otherwise transfer this Lease and the Easement to any business entity, which is a parent, subsidiary or affiliate of Tenant, is merged or consolidated with Tenant or purchases more than fifty (50) percent of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises upon written notice to Landlord. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed, withheld, conditioned or demed.

LANDLORD: N/A

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

TENANT: VoiceStream PCS II Corporation

By:  \_\_\_\_\_  
Printed Name: Peter Van Wickler  
Its: Director  
Date: 6/11/01

\_\_\_\_\_  
Approved as to form

Site Number: SL 1306C  
Site Name: Syracuse  
Market: Salt Lake

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LANDLORD

By

Printed Name:

Its:

*Robert L. Thurgood*  
Robert L. Thurgood  
Mayer

TENANT:

VoiceStream PCS II Corp., a Delaware corporation

By:

Printed Name:

Its:

Date

*Peter Van Wickler*  
Peter Van Wickler  
Director  
6/11/01

Site Number  
Site Name

Market

Denver MTA

EXHIBIT A  
Legal Description

The Property is legally described as follows:

EXHIBIT "A"

E 1635625 B 2740 P 324

**QUITCLAIM DESCRIPTION  
CAMBRIDGE HOMES TO SYRACUSE CITY**

That portion of the Northwest Quarter of Section 8, Township 4 North, Range 2 West, Salt Lake Base and Meridian described as follows:

BEGINNING at a point located North 89° 53' 03" West, along the North line of the Northwest Quarter of said Section 8, 165.00 feet from the North quarter corner of said Section;  
THENCE South 00° 06' 57" West, a distance of 190.00 feet;  
THENCE North 89° 53' 03" West, a distance of 100.00 feet;  
THENCE North 00° 06' 57" East, a distance of 190.00 feet to the North line of said Northwest Quarter;  
THENCE South 89° 53' 03" East, along said North line, a distance of 100.00 feet to the POINT OF BEGINNING.

EXCEPTING therefrom that portion lying within 700 South Street.

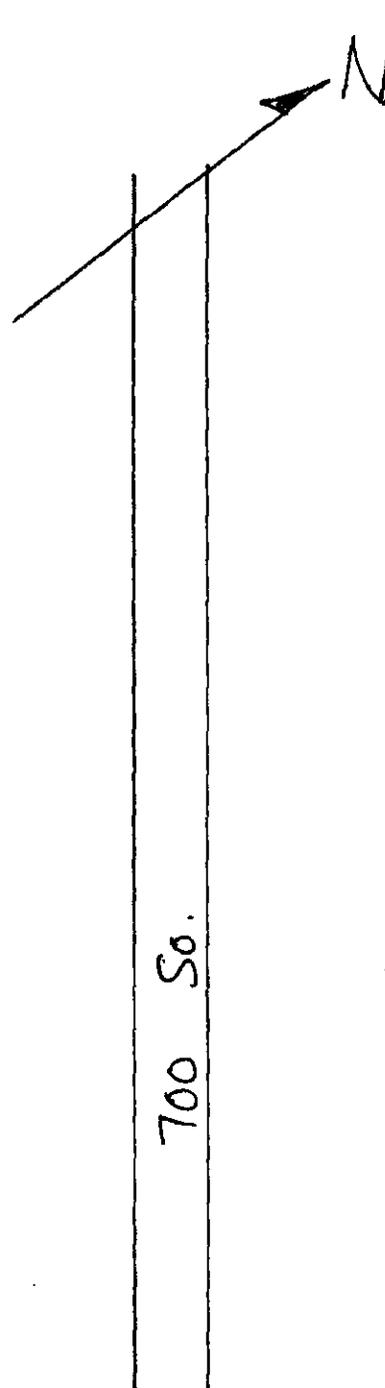
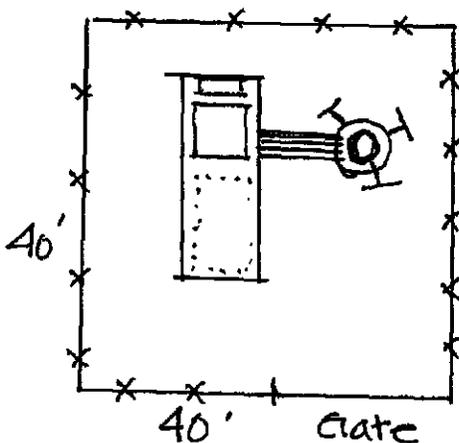
Site Number SL 1306C  
Site Name Syracuse  
Market Salt Lake

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Rev. 2/00

**EXHIBIT B**

\* The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:



**Equipment Configuration for SL 1306**

- 120' Monopole
- 1 Nortel S-8000 BTS
- 1 Doghouse
- Cement pad for equipment cabinetry
- 1 5/8" coax
- Connectors, jumpers, arrestors, grounding equipment
- 8' Chain link fencing

Site Number: SL 1306C  
Site Name: Syracuse  
Market: Salt Lake

**EXHIBIT C**  
**Memorandum of Lease and Option**  
Between Syracuse City Corporation ("Landlord")  
and VoiceStream PCS II Corporation, a Delaware Corporation ("Tenant")

A Site Lease with Option ("Lease") by and between Syracuse City Corporation ("Landlord") and VoiceStream PCS II Corporation ("Tenant") was made regarding a portion of following the property.

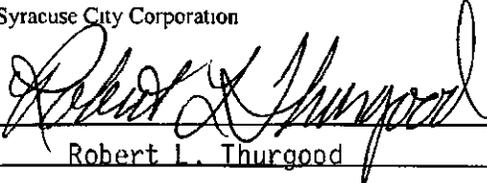
See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of twelve (12) month after date of Lease, with up to one additional twelve (12) month renewal ("Optional Period")

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date") and shall terminate at midnight on the last day of the month in which the Fifth anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for five (5) additional five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

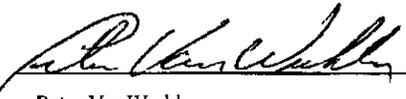
LANDLORD Syracuse City Corporation

By:   
Printed Name: Robert L. Thurgood  
Its: Mayor  
Date: 24 January 2001

LANDLORD N/A

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

TENANT: VoiceStream PCS II Corporation, a Delaware Corporation

By:   
Printed Name: Peter Van Wickler  
Its: Director  
Date: 6/1/01

[Notary block for Landlord]

[Notary block for Corporation, Partnership, Limited Liability Company]

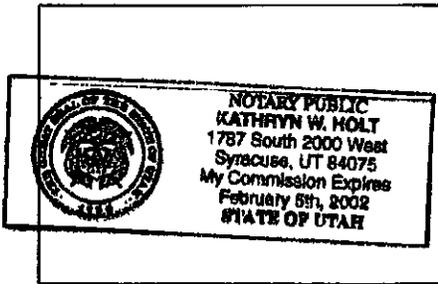
STATE OF Utah )  
 ) ss.  
COUNTY OF Davis )

This instrument was acknowledged before me on 1/24/01 by Robert L. Thurgood, [title] Mayor of Syracuse City a municipal corp [type of entity], on behalf of said City [name of entity].

Dated: 1/24/01

*Kathryn W. Holt*

Notary Public \_\_\_\_\_  
Print Name Kathryn W. Holt  
My commission expires 2/05/02



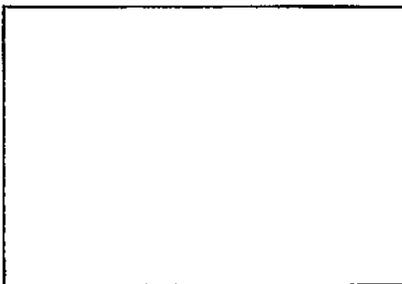
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[Notary block for Individual]

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

Dated: \_\_\_\_\_



Notary Public \_\_\_\_\_  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)





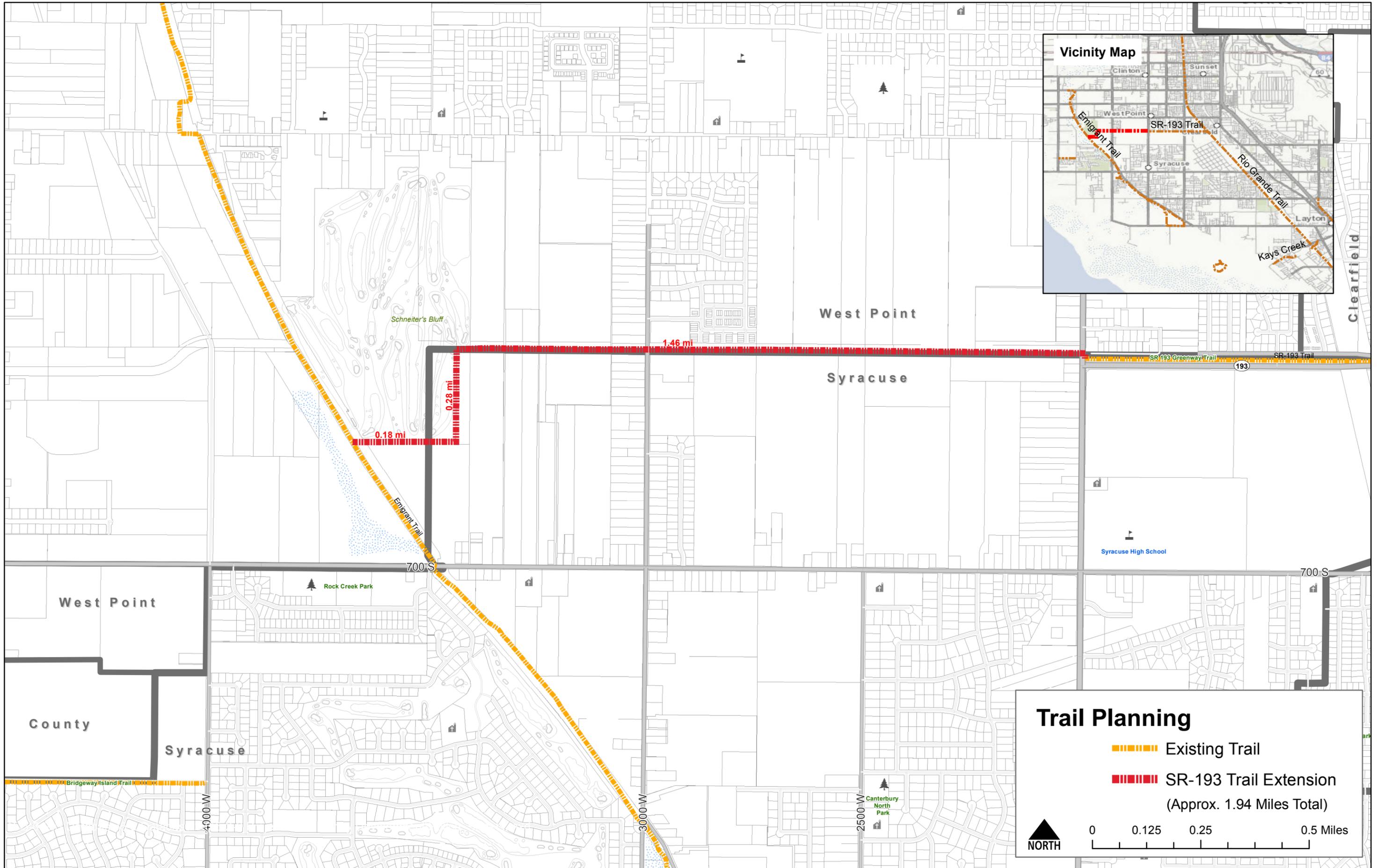
# COUNCIL AGENDA

## May 27, 2014

Agenda Item “d” Request for Assistance from West Point City on Construction of 200 North Trail

### *Factual Summation*

- Any question regarding this agenda item may be directed to Brody Bovero, City Manager
- Please see attached Supporting documentation provided by Brody Bovero
- West Point City was awarded a \$367,000 federal grant through WFRC for a paved trail project from 2000 W to the Emigration Trail (4000 W) along 200 North, based on an estimated total project cost of \$393,650.
- West Point City is obligated to pay a 6.77% match, which amounts to \$26,650
- Since the grant award, the construction cost has risen by an estimated \$60,000, making the total cost estimate at \$453,650
- West Point paid the full cost for the Environmental Impact Statement (EIS).
- Since approximately 15% of the trail is located in Syracuse, West Point has reached out to us to see if we would be willing to share in some of the cost.
- Since 15% of the trail is in Syracuse, Administration feels that an equitable cost sharing amount would be 15% of the total municipal investment (West Point + Syracuse). The total municipal amount equals \$101,650:
  - \$26,650 Grant Match
  - \$60,000 New Cost Estimate Overage
  - \$15,000 EIS
  - **\$101,650 Total**
- **15% of the Total municipal amount equals \$15,250, which is the staff recommendation.** We feel in the spirit of cooperation across municipal boundaries that this is a good project that will provide a great benefit to Syracuse residents at a minimal cost. The source of funding would be the park impact fee fund.



### Trail Planning

- - - - - Existing Trail
- - - - - SR-193 Trail Extension  
(Approx. 1.94 Miles Total)

0 0.125 0.25 0.5 Miles

**NORTH**

## Brody Bovero

---

**From:** Brody Bovero  
**Sent:** Tuesday, April 29, 2014 12:04 PM  
**To:** Terry Palmer; Steve Marshall; Kresta Robinson; Sherrie Christensen  
**Subject:** FW: 200 South Trail

FYI, here is the request from West Point on the 200 South Trail.

**Brody Bovero**  
**City Manager**  
**Syracuse City**  
1979 W. 1900 S.  
Syracuse, UT 84075  
Ph: 801-825-1477  
Email: [bbovero@syracuseut.com](mailto:bbovero@syracuseut.com)  
Web: [www.syracuseut.com](http://www.syracuseut.com)

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**From:** Kyle Laws [<mailto:Klaws@westpointcity.org>]  
**Sent:** Wednesday, April 16, 2014 4:39 PM  
**To:** Brody Bovero  
**Subject:** 200 South Trail

Brody,

Let me know exactly what information you think you might need for this discussion with your Mayor and/or Council.

We anticipated a project cost of about \$390,000 to connect this trail from 2000 West (at SR193) to the Emigrant Trail (Approx. 4000 West). It looks like the budget is going to be closer to \$450,000, which leaves us \$60,000 short. We did not anticipate coming to Syracuse for assistance with this project as we thought it would all be covered by the TAP funds and our match. However, this trail will serve many Syracuse residents, particularly those who would access the trail from 3000 W or those who would be traveling north on the Emigrant Trail and wanting to connect to this new trail. Additionally, there is a section of the trail that is actually on the Syracuse City side of the boundary line. While we are about \$60,000 short we would not ask or expect Syracuse to contribute more than \$25,000-\$30,000. We would love for you to donate more if you are able and any amount will be extremely helpful in completing this project, however, we only ask that you look at any amount up to the \$25,000-\$30,000 range. We are looking at our own budget and it looks like we are going to be able to contribute an additional \$10,000-\$20,000 towards the gap. Additionally, UDOT and WFRC is helping us look into other options that might make up some of the shortfall.

We appreciate you looking into this and possibly partnering with West Point on this project. We are happy to present any information we have to your Mayor and/or City Council.

Thanks for considering this. Please let me know what you decide and if there is anything else we can provide you to help in this decision.

Sincerely,

**Kyle Laws**  
**City Manager**

## Brody Bovero

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**From:** Brody Bovero  
**Sent:** Thursday, May 08, 2014 2:51 PM  
**To:** Terry Palmer  
**Cc:** Steve Marshall; Noah Steele; Sherrie Christensen  
**Subject:** 200 south Trail

Mayor Palmer,

I looked at the request from West Point and, and without going into all the detailed calculations, this is what I came up with:

The total amount that West Point is contributing toward the project is \$101,650. This includes the grant match and the EIS. Approximately 15% of the trail is located in Syracuse City, so an equitable portion from Syracuse would be \$15,250. I think this would be a good proposal to help complete the trail, which will also benefit our residents, both current and future.

We would use park impact fee funds for this.

Let me know what you think.

Thanks.

-Brody

Sent from my iPad



# COUNCIL AGENDA

May 27, 2014

Agenda Item e

Budget discussion: Draft recruitment and retention policy.

***Factual Summation***

- Any questions regarding this item can be directed at City Manager Brody Bovero.



**SYRACUSE**  
EST. CITY 1935

**(DRAFT)**

## **RECRUITMENT & RETENTION POLICY**

### **PURPOSE**

The purpose of this policy is to establish a planned approach to ensure that Syracuse City attracts the best talent possible, and motivates and retains that talent for the overall benefit of the citizens. This policy shall also set forth direction on how the City will best develop the skills and capabilities of its workforce.

It is essential that Syracuse City (City) recruits and retains the best talent possible in order to ensure the most efficient use of City resources. Excessive turnover and any lack of direction provided by City leadership will produce inefficiencies that waste City resources, and will degrade the quality of service provided to the citizenry.

### **COMPONENTS OF THE POLICY**

#### **Leadership & Responsibility**

As the Executive/Administrative branch of Syracuse City, the leadership and responsibility for creating an environment that breeds productive, dedicated, and engaged employees lies primarily with the City Manager, and ultimately with the Mayor, with the support of the department heads and the City Council. The City Manager will be tasked to propose programs and policies that align with the purpose of this policy.

## **Employee Compensation Plan**

**Benchmarks:** The City Manager will propose, and the City Council will have final approval of a list of cities that will constitute the benchmark for comparison of employee compensation. The benchmark cities will include those cities that Syracuse City reasonably competes with for employees. The benchmarks will be adjusted at least every 3 years.

**Salary & Wage Scales:** The salary & wage scales will be set so that the minimum, mid-range, and maximum for each position will fall within the 60<sup>th</sup> to 70<sup>th</sup> percentile of the benchmark cities.

**Other Benefits:** Other benefits, such as medical/dental/vision, retirement, and paid time off, will be provided at a level that reasonably competes with the benchmark cities. The City Manager will propose, and the City Council will have final approval of the benefit package to be offered.

**Career Progression:** The programs and policies proposed by the City Manager shall be designed to encourage continuous improvement of employees, for the overall benefit of the City. Commensurate with employee performance and improvement, the City Manager will propose a system that provides a path for employees to progress through the salary and wage scale for each position. Once approved by the City Council, such system will be incorporated into the Personnel Policy and Procedures Manual. In order to support career progression, the City Council will adopt a 3 to 5 year compensation plan that outlines a percentage of funds that will be set aside for the purposes of retention bonuses, merit increases, and/or other benefit provisions. Prior to the last year of that compensation plan timeframe, the City Manager will propose, and the City Council will have final approval on the compensation plan that will cover the next 3 to 5 years.

## **Performance Standards**

**Position-Specific Standards:** For each position in the City organization, a set of performance standards and eligibility criteria will be outlined. These performance standards and eligibility criteria will be the basis for an employee to qualify for a bonus or merit increase.

**Annual Evaluation System:** An annual evaluation system that supports the purpose of this policy will be implemented. Such evaluation system will be designed to reward top performers, encourage average performers to improve, and require under-performers to improve.

**Service Level Measurement:** The City Manager will create a series of service level measures, which will serve as indicators on the performance of the entire organization. The City Manager will periodically report these measures to the Mayor and City Council.

**IMPLEMENTATION PROCESS**

It is anticipated that the overall Recruitment & Retention Policy will be formally adopted along with the 2014/2015 Budget. Specific components of the policy will also be in place at that time, with other components to be implemented shortly thereafter, following more discussion with the Mayor and City Council. Full implementation of the policy is expected to be completed before the posting of the 2015/2016 Draft Budget.



# COUNCIL AGENDA

May 27, 2014

Agenda Item “e”                      Discussion regarding Syracuse City Compensation Plan.

### *Factual Summation*

- As stated in the draft Recruitment and Retention Policy, a 3-5 year compensation plan will be adopted. This plan is also referred to in the City’s Personnel Policies and Procedures Manual.
- The City’s Recruitment & Retention Policy outlines the “what” we are trying to accomplish and “why”. The Compensation plan is one of the components that will outline the “how”.
- Please see the attached salary benchmark study and proposed wages scale for fiscal year 2014 - 2015. Included in the packet are the current wage scale, the proposed wage scale, and the salary benchmark study. Any questions regarding this item can be directed at City Manager Brody Bovero or Finance Director Steve Marshall.
- The City performed a comprehensive salary benchmark study with surrounding cities. This benchmark was performed to compare salary ranges against other cities that compete in our employment market. Here is a list of cities that were benchmarked. If we did not get at least 10 benchmark results from the main list, we pulled information from the alternative benchmark listing below until we were able to get a minimum of 10 benchmark comparisons for each position.
  - Farmington
  - Woods Cross
  - West Point
  - South Ogden
  - North Ogden
  - Riverdale
  - Washington Terrace
  - North Salt Lake
  - Kaysville
  - Clinton

- Centerville
- Roy
- Clearfield
- Layton
- Bountiful
- North View Fire Department
- North Davis Fire Department
- South Davis Metro Fire Department
- Weber Fire District

Alternative Benchmark Cities

- Herriman
  - American Fork
  - Midvale
  - Payson
  - Pleasant Grove
  - Cottonwood Heights
  - Eagle Mountain
  - Saratoga Springs
  - Springville
  - Highland
  - Holladay
  - Spanish Fork
  - Riverton
  - Brigham City
  - Tooele
- We compiled the revised wage scale based on the results of our benchmark study. Almost all the positions in the wage scale were adjusted based on our benchmark study. Most of the adjustments were minor. There are a total of 10-12 positions in which the bottom end of the scale need to be increased.
  - The total impact of the benchmark study and wage scale adjustments is approximately \$31,500, which includes benefits. This amount has already been included in the tentative budget approval that was presented to the City Council on the May 13, 2014 meeting.

*Recommendation*

Place the proposed fiscal year 2014 – 2105 wage scale on the June 10, 2014 meeting for approval.

# (DRAFT)

## SYRACUSE CITY

### FY 2015 – FY 2019 CITY COMPENSATION PLAN

#### **PURPOSE**

The purpose of this plan is to set forth the City's plan for employee compensation in order to accomplish the objectives of the City's Recruitment and Retention Policy.

#### **AUTHORITY**

Section 5.020 of the City Personnel Policies & Procedures Manual states that the City Council will adopt and maintain a compensation plan, which outlines standards and guidelines for salary & wage administration, pay grade schedules, and comparison/benchmarking strategies.

#### **TERM**

The term of this plan includes fiscal years 2015 through 2019. The compensation rates and future funding amounts set forth from this plan are set forth by the City Council. It is the intent of the City Council to provide the funding necessary to carry out the compensation plan. The City Council retains the ability to unilaterally adjust compensation rates and funding amounts from year to year, based on economic conditions and budget availability.

#### **SALARY AND WAGE SCALES**

As indicated in the Recruitment and Retention Policy, the City desires to recruit and retain the best employees possible. The City has benchmarked comparable salary and wages within the labor market and has set the scales for the minimum, mid-point, and maximum to be within the 60<sup>th</sup> to 70<sup>th</sup> percentile of the benchmark cities. Wage scales will be compared with the benchmark cities at least every 3 years.

#### **BENEFITS**

As indicated in the Recruitment and Retention Policy, the City desires to offer employee benefits that are competitive with the benchmark cities, as a means to recruit and retain the best employees possible. The benefits offered are governed by Chapter 7 of the Personnel Policies & Procedures Manual. The City's benefit package will be reviewed annually and approved by the City Council through the annual budget process.

**EMPLOYEE EVALUATION SYSTEM**

As indicated in the Recruitment and Retention Policy, each employee will be evaluated on their performance, based on their job duties. The evaluation system will categorize employees' performance in five different levels:

|                                           | <b>Score</b> |
|-------------------------------------------|--------------|
| Consistently Exceeds Expectations         | 4.5 -5       |
| Exceeds Expectations                      | 4 - 4.5      |
| Meets Expectations                        | 3-4          |
| Needs Improvement                         | 2-3          |
| Seriously Deficient (risk of termination) | 0-2          |

The eligibility of any bonus or raise is contingent upon a “Meets Expectation” or better, with those scoring in the “Exceeds Expectations” and “Consistently Exceeds Expectations” categories receiving greater amounts, respectively.

**RETENTION BONUS & MERIT INCREASE**

Syracuse City has adopted a “pay for performance” ethic, and therefore does not use programmed step increases or cost of living increases based on time of service alone. The City will provide retention bonuses and merit increases based on employee performance, for the purpose of retaining excellent employees and incentivizing average employees to become better.

**Retention Bonus**

In order for an employee to receive a retention bonus, they must receive a “Meets Expectation” or better on their annual evaluation. The actual amount of the retention bonus will be determined by the limits outlined in the Personnel Policies and Procedures Manual and the budgeted amount for each year. Those scoring in the “Exceeds Expectations” and “Consistently Exceeds Expectations” categories will receive greater amounts, respectively. Employees with less than one year, but at least 6 months of service with the city are eligible for a prorated retention bonus.

**Merit Increase**

An employee is eligible for a merit increase after receiving two (2) annual evaluations in a row of “Meets Expectations” or better. The merit increase will be effective on July 1<sup>st</sup> following the second annual evaluation. For the years that an employee receives a merit increase, they will not be eligible for a retention bonus. Employees who are at or exceed the maximum rate of their pay scale are only eligible for merit increase according to Section 5.06 of the Personnel Policies & Procedures manual.

**Planned Budget for Retention Bonus & Meritorious Increases**

| Year    | Amount of Payroll | Purpose          |
|---------|-------------------|------------------|
| FY 2015 | 2%                | Merits           |
| FY 2016 | 2.75%             | Ret Bonus        |
| FY 2017 | 2.75%             | Ret Bonus/Merits |
| FY 2018 | 2.75%             | Ret Bonus/Merits |
| FY 2019 | 2.75%             | Ret Bonus/Merits |

**PROMOTIONS AND ADVANCEMENTS**

**Promotions:**

Promotions include an upward movement in position that significantly increases the employee’s responsibilities and/or supervisory duties. An employee who is promoted will receive an increase to the minimum wage of the entering wage scale, or a 7.5% increase, whichever is greater.

**Advancements:**

Advancement includes movement to a higher position due to improved skill, knowledge, or capability, but does not significantly increase the employee’s responsibilities and/or supervisory duties. An employee who advances to a higher position will receive an increase to the minimum wage of the entering pay scale, or a 3.5%, whichever is greater. The wage increase becomes effective on July 1<sup>st</sup> following the advancement. The employee is still eligible for a retention bonus or merit increase.

**OTHER COMPENSATION ITEMS**

All other items related to compensation are governed by the Personnel Policies & Procedures Manual.

**FY 2014 - 2015 Proposed Wage Scale**

| <b>Grade</b> | <b>Status</b> | <b>Position Title</b>                       | <b>Min</b> | <b>Max</b> |
|--------------|---------------|---------------------------------------------|------------|------------|
| 409          | Salary        | City Manager                                | \$86,646   | \$129,684  |
| 408          | Salary        | City Attorney                               | \$83,383   | \$123,947  |
| 407          | Salary        | Community and Economic Development Director | \$74,622   | \$109,333  |
| 406          | Salary        | Public Works Director                       | \$72,814   | \$107,966  |
|              |               | Fire Chief                                  |            |            |
|              |               | Police Chief                                |            |            |
| 405          | Salary        | Finance Director                            | \$69,547   | \$108,596  |
| 404          | Salary        | Information Systems Director                | \$63,627   | \$96,928   |
| 403          | Salary        | Parks & Recreation Director                 | \$61,287   | \$89,576   |
| 402          | Salary        | Human Resources Director                    | \$60,666   | \$90,520   |
| 401          | Salary        | City Recorder                               | \$53,596   | \$80,860   |
| 324          | Full-time     | Deputy Fire Chief                           | \$33.68    | \$42.56    |
| 323          | Full-time     | City Engineer                               | \$32.57    | \$46.18    |
| 322          | Full-time     | Police Lieutenant                           | \$27.28    | \$41.05    |
| 321          | Full-time     | Building Official                           | \$24.83    | \$36.30    |
| 320          | Full-time     | Streets Superintendent                      | \$24.40    | \$34.63    |
|              |               | Water Superintendent                        |            |            |
|              |               | Environmental Superintendent                |            |            |
| 319          | Full-time     | Assistant Parks & Recreation Director       | \$23.82    | \$35.76    |
|              |               | Finance Manager                             |            |            |
| 318          | Full-time     | Police Sergeant                             | \$23.03    | \$34.22    |
| 317          | Full-time     | Planner II/Grant Administrator              | \$21.34    | \$31.25    |
| 316          | Full-time     | Human Resources Specialist                  | \$20.79    | \$30.12    |
|              |               | Building Inspector III                      |            |            |
| 315          | Full-time     | Police Officer III                          | \$19.87    | \$29.32    |
| 314          | Full-time     | Planner I/Grants Specialist                 | \$18.94    | \$27.84    |
|              |               | Detective                                   |            |            |
| 313          | Full-time     | Police Officer II                           | \$18.52    | \$26.87    |
|              |               | Building Inspector II                       |            |            |
| 312          | Full-time     | Police Officer I                            | \$17.75    | \$25.53    |
|              |               | Recreation Coordinator                      |            |            |
|              |               | Parks Coordinator                           |            |            |
|              |               | Fire Captain                                |            |            |
| 311          | Full-time     | Court Clerk Supervisor                      | \$16.82    | \$24.82    |
|              |               | Code Enforcement Officer                    |            |            |
|              |               | Building Inspector I                        |            |            |
| 310          | Full-time     | Water Maintenance Worker III                | \$16.18    | \$23.67    |
|              |               | Environmental Maintenance Worker III        |            |            |
|              |               | Street Maintenance Worker III               |            |            |
|              |               | Parks Maintenance Worker III                |            |            |
|              |               | Utilities Billing Supervisor                |            |            |
|              |               | Facilities Maintenance Technician           |            |            |

**FY 2014 - 2015 Proposed Wage Scale**

| <b>Grade</b> | <b>Status</b> |                                     | <b>Min</b> | <b>Max</b> |
|--------------|---------------|-------------------------------------|------------|------------|
| 309          | Full-time     | Business License Clerk              | \$15.45    | \$21.99    |
|              |               | Administrative Professional         |            |            |
| 308          | Full-time     | Water Maintenance Worker II         | \$14.93    | \$21.30    |
|              |               | Street Maintenance Worker II        |            |            |
|              |               | Environmental Maintenance Worker II |            |            |
|              |               | Fire Engineer                       |            |            |
| 307          | Full-time     | Court Clerk II / Admin Professional | \$14.67    | \$20.70    |
|              |               | Senior Fire Fighter                 |            |            |
| 306          | Full-time     | Building Permit Technician          | \$13.86    | \$20.63    |
|              |               | Parks Maintenance Worker II         |            |            |
|              |               | Utilities Billing Clerk             |            |            |
| 305          | Full-time     | Parks Maintenance Worker I          | \$13.54    | \$19.73    |
|              |               | Streets Maintenance Worker I        |            |            |
|              |               | Water Maintenance Worker I          |            |            |
|              |               | Environmental Maintenance Worker I  |            |            |
| 304          | Full-time     | Court Clerk I                       | \$12.50    | \$17.92    |
| 303          | Full-time     | Fire Fighter II                     | \$11.92    | \$18.08    |
| 302          | Full-time     | Administrative Assistant            | \$11.60    | \$15.15    |
| 301          | Full-time     | Fire Fighter I                      | \$11.17    | \$12.89    |
| 209          | Part-time     | Building Inspector I                | \$16.88    | \$24.91    |
| 208          | Part-time     | Bailiff                             | \$14.79    | \$19.22    |
| 207          | Part-time     | Parks Maintenance Worker            | \$13.54    | \$19.73    |
|              |               | Recreation Coordinator              |            |            |
|              |               | Streets Maintenance Worker          |            |            |
|              |               | Water Maintenance Worker            |            |            |
|              |               | Environmental Maintenance Worker    |            |            |
|              |               | Facilities Maintenance Technician   |            |            |
| 206          | Part-time     | Fire Fighter II                     | \$11.92    | \$18.08    |
| 205          | Part-time     | Administrative Assistant            | \$11.60    | \$15.15    |
|              |               | Mail Clerk                          |            |            |
|              |               | Intern                              |            |            |
| 204          | Part-time     | Fire Fighter I                      | \$11.17    | \$12.89    |
| 203          | Part-time     | Recreation Supervisor               | \$8.64     | \$11.24    |
|              |               | Front Dest Receptionist             |            |            |
| 202          | Part-time     | Crossing Guard                      | \$8.23     | \$10.70    |
| 201          | Part-time     | Recreation Assistant                | \$7.46     | \$9.70     |
| 104          | Seasonal      | Seasonal Fire Fighter               | \$11.92    | \$18.08    |
| 103          | Seasonal      | Cemetary Maintenance Worker         | \$10.25    | \$13.25    |
|              |               | Meter Reader                        |            |            |
|              |               | Gang Mower Operator                 |            |            |
| 102          | Seasonal      | Streets Maintenance Worker          | \$8.50     | \$11.75    |
|              |               | Water Maintenance Worker            |            |            |
|              |               | Environmental Maintenance Worker    |            |            |
|              |               | Jensen Pond Maintenance Worker      |            |            |
|              |               | Land Maintenance Worker             |            |            |
|              |               | Administrative Assistant            |            |            |
|              |               | Intern                              |            |            |
| 101          | Seasonal      | Sports Fields Worker                | \$8.00     | \$10.00    |

## FY 2015 Benchmark Cities

| Location-Based Market             | Population |
|-----------------------------------|------------|
| FARMINGTON, UT                    | 17,000     |
| NORTH VIEW FIRE AGENCY, UT        | 28,000     |
| NORTH DAVIS FIRE DISTRICT, UT     | 32,000     |
| WOODS CROSS, UT                   | 7,600      |
| SOUTH DAVIS METRO FIRE AGENCY, UT | 80,000     |
| WEBER FIRE DISTRICT, UT           | 42,425     |
| WEST POINT CITY, UT               | 10,000     |
| SOUTH OGDEN, UT                   | 14,400     |
| NORTH OGDEN, UT                   | 18,000     |
| RIVERDALE, UT                     | 8,900      |
| WASHINGTON TERRACE, UT            | 9,599      |
| NORTH SALT LAKE, UT               | 16,700     |
| KAYSVILLE, UT                     | 28,000     |
| CLINTON, UT                       | 22,879     |
| CENTERVILLE, UT                   | 16,667     |
| ROY, UT                           | 35,000     |
| SYRACUSE, UT                      | 25,362     |
| CLEARFIELD, UT                    | 29,002     |
| LAYTON, UT                        | 68,000     |
| BOUNTIFUL, UT                     | 42,552     |

| Alternate Benchmark Cities | Population |
|----------------------------|------------|
| HERRIMAN, UT               | 25,000     |
| AMERICAN FORK, UT          | 25,000     |
| MIDVALE, UT                | 27,292     |
| PAYSON, UT                 | 18,500     |
| PLEASANT GROVE, UT         | 35,000     |
| COTTONWOOD HEIGHTS, UT     | 36,000     |
| EAGLE MOUNTAIN, UT         | 23,000     |
| SARATOGA SPRINGS, UT       | 20,000     |
| SPRINGVILLE, UT            | 26,000     |
| HIGHLAND, UT               | 15,000     |
| HOLLADAY, UT               | 25,673     |
| RIVERTON, UT               | 38,753     |
| BRIGHAM CITY, UT           | 18,279     |
| TOOELE, UT                 | 28,000     |

Highlighted Cities are within 12,000 population of Syracuse City