



## SYRACUSE CITY

### Syracuse City Council Work Session Notice

August 23, 2016 - 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, August 23, 2016, 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. Prayer or thought.
- b. Public Comments.
- c. Request to be on the agenda: Request to create Disc Golf Course at Rock Creek Park. (10 min.)
- d. Continued discussion and review of Preliminary Subdivision Plat, Jackson Court, located at approximately 1958 S. 2000 W. (continued from August 9, 2016). (20 min.)
- e. Discuss the proposed creation of a Residential Planned Community Zone. (30 min.)
- f. Discuss proposed amendments to Title Ten of the Syracuse City Code pertaining to Planned Residential Development zoning. (30 min.)
- g. Continued discussion of Employee Recruitment and Retention Policy and Fiscal Year 2017 Employee Compensation Plan. (60 min.)
- h. Introduction of potential amendments to Title Four of the Syracuse Code pertaining to secondary water. (5 min.)
- i. Discussion regarding Utility Fee and Cost Allocation Policy. (30 min.)
- j. 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 18<sup>th</sup> day of August, 2016 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 August 18, 2016.

CASSIE Z. BROWN, CMC  
SYRACUSE CITY RECORDER



# COUNCIL AGENDA

August 23, 2016

Agenda Item “b”

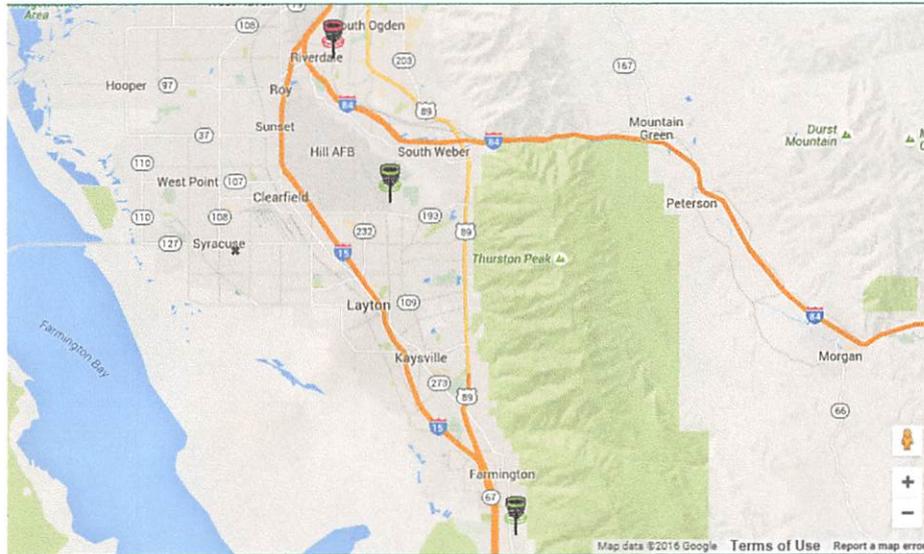
**Request to be on the agenda: Request to create  
Disc Golf Course at Rock Creek Park.**

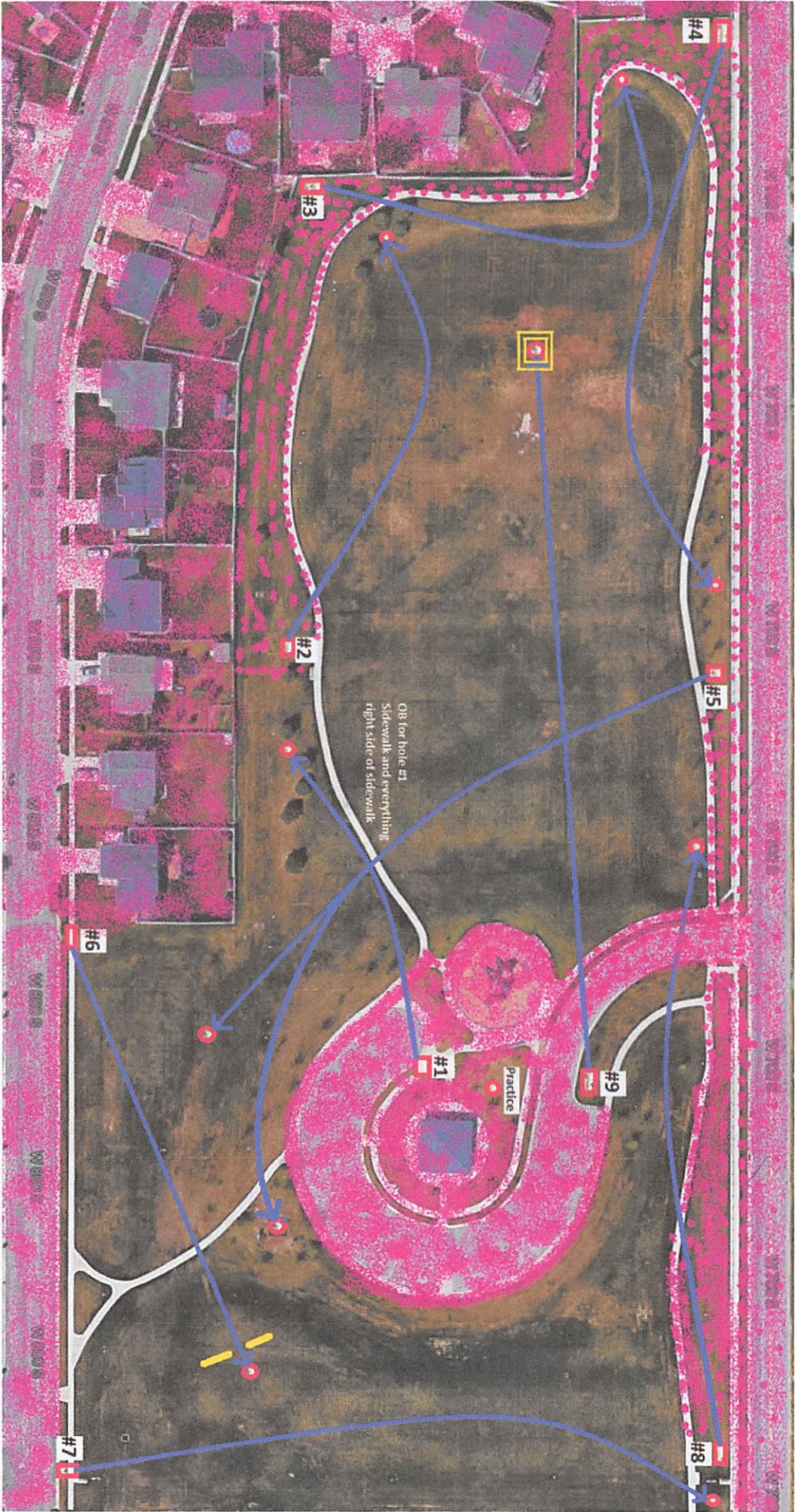
*Factual Summation*

- Cody Cagle has requested to be on the agenda to bring his proposal of a Disc Golf Course to the City Council.
- Mr. Cagle will be present at the meeting to present his proposal and answer any questions regarding the Disc Golf Course.
  
- Please review the following attachments
  - a. Proposal for a Disc Golf Course
  - b. Site Picture (West Portion of Rock Creek Park)
  - c. Summary and Recommendation from Cody Cagle

# Summary and Recommendation

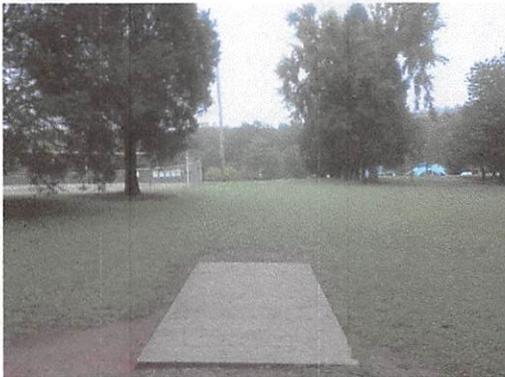
- Syracuse City provide funding for 10 Targets and tee pads at Rock Creek Park
  - Approximately **\$7,000**
- Allow Cody Cagle to build 9 hole course at Rock Creek Park
- Possibility to create other courses making Syracuse City a disc golf destination
- There are no other disc golf courses between Riverdale and Centerville





# Cement Tee Pads

- Hard surface tee pads of textured cement or asphalt are preferred
- Preferred size is 5 ft wide by 12 ft long
- Non-hard surface tee areas should be level even surfaced and not contain protruding rocks or roots
- The front edge of tee area must be clearly indicated
  - Front edge of a tee board buried flush in the ground
  - Imaginary line between two stakes that mark the front edge



9ea 5x12ft cement pads  
\$2500



# Innova Discatcher PRO28



The Innova DISCatcher® PRO28 is the best catching and most visible disc golf target. The DISCatcher®PRO28 is a favorite of parks departments and course professionals — in 2012 over 200 new courses were installed using DISCatcher® PRO28 targets. The bright yellow band improves visibility from the tee and also distinguishes the disc golf course to other park visitors.

#### DISCatcher® PRO Benefits

- High Visibility Target Top
  - All stainless steel target tops makes it long-lasting and low maintenance.
- Hot-dip galvanized basket, pipe and chains allow our targets to weather the elements for years.
- Layered Chains Catch Better
  - 28 strands of chains
  - 14 outer chains grab your disc, while 14 more inner chains buffer and slow the disc.
- Included 3" vinyl hole numbers are easy to read at distance
- Installation Tubes Included
- PDGA Approved
- DISCatcher® PRO permanent models have received Championship certification by the PDGA.

| QUANTITY                        | PRICING                      | SHIPPED WEIGHT | APPROX. FREIGHT |
|---------------------------------|------------------------------|----------------|-----------------|
| 10 DISCATCHER®<br>PRO28 TARGETS | \$325.00 EACH<br>(\$3275.00) | 722 POUNDS     | \$300-450       |

# Disc Golf Association Mach V



- The Mach V Disc Pole Hole is the perfect choice for college campuses, city and state parks, high use disc golf courses and for Championship tournament play.
- The Mach V is designed with a two inner and one outer chain pattern with a 24 chain strand configuration. Our Trapper Basket comes standard on all of our Disc Pole Holes. The Trapper design prevents discs from rolling up and out of the basket. Once a disc hits the basket it stays there.
- 24 welded and hot dipped galvanized strands of chain
- 3 successive rows of chain, 1 outer, 1 mid, 1 inner
- Patented inner chains and sliding links
- Stainless steel "S" hook sliders
- The highest quality basket manufacturing
- Hand inspected hot dipped galvanized construction
- PDGA approved for championship level tournament play
- [20 year warranty](#)

| QUANTITY          | PRICING                      | SHIPPED WEIGHT | APPROX. FREIGHT |
|-------------------|------------------------------|----------------|-----------------|
| 10 Mach V TARGETS | \$280.00 EACH<br>(\$2800.00) | 722 POUNDS     | \$443           |

# Disc Golf Association Mach III



- Most easily identified by the prominent number plate, the Mach III Disc Pole Hole disc golf basket, is the Cadillac® of disc catching equipment for the sport of disc golf.
- Constructed with 2 rows of chain for a total of 24 chains, the Mach III is by far the top disc catching device available in the industry and is the most widely used catching device found on PDGA approved courses.
- Our Trapper Basket comes standard on all of our Disc Pole Holes. The Trapper design prevents discs from rolling up and out of the basket. Once a disc hits the basket it stays there.
- The highest quality basket manufacturing
- Full hot dipped galvanized construction and hand inspected
- 24 welded and hot dipped galvanized strands of chain
- Standard 8" round number plate
- 2 successive rows of chain, 1 outer, 1 inner
- Stainless steel "S" hooks
- PDGA approved for championship level tournament play
- [20 year warranty](#)

| QUANTITY            | PRICING                      | SHIPPED WEIGHT | APPROX. FREIGHT |
|---------------------|------------------------------|----------------|-----------------|
| 10 Mach III TARGETS | \$330.00 EACH<br>(\$3300.00) | 722 POUNDS     | \$447           |

# *Benefits of a Disc Golf*

- **Positive Investment**
  - Provides bang for the buck allowing dozens of players to play at the same time
  - In contrast, a tennis court that costs more to install only has two, or at most, four players at a time
  - Attracts positive and dedicated disc golf players and disc golf clubs who bring a beneficial element to the area
  - Players take an active role in the course and the surrounding areas
- **Size of area needed**
  - The general rule of thumb
    - Five to ten acres for a nine hole course
    - Twenty to twenty-five acres for an eighteen hole course
    - That being said, a small basic course can be built on as little as two acres of land, while a championship course can be built on one to two acres of land per hole
  - There are no other courses between Riverdale and Centerville
  - Syracuse has a unique opportunity to create multiple courses making it a disc golf destination



# *Benefits of a Disc Golf*

- **The benefits of disc golf are numerous**

- Attracts the local community to your parks as well as attracting disc golfers from surrounding areas
- Enhances your park system and community with another healthy lifestyle outlet
- Can be played year round, rain (snow), or shine
- Low impact exercise that can be played at any age
- Once built, provides a FREE healthy outdoor activity
- Schools have been increasingly adding disc golf to their curriculum
  - Kids love the sport
  - Builds hand-eye coordination
  - Helps develop critical thinking through scrutinizing and negotiating obstacles
  - Can be used for other life lessons like ecology, planning and socialization



- **Inexpensive to Install**

- Maintenance costs are minimal
- Can make use of land unsuitable for other sports, activities or development
- A course can go virtually anywhere in any topography
  - No clear-cutting of trees, grading of land, costly fertilizer, or mowing maintenance necessary
    - Unless course is located in a park
  - Varied terrain is an advantage (Trees, shrubs, hills, creeks and lakes offer more obstacles and challenge to a course)



# What is Disc Golf?

## Disc Golf is One of Today's Fastest Growing Sports

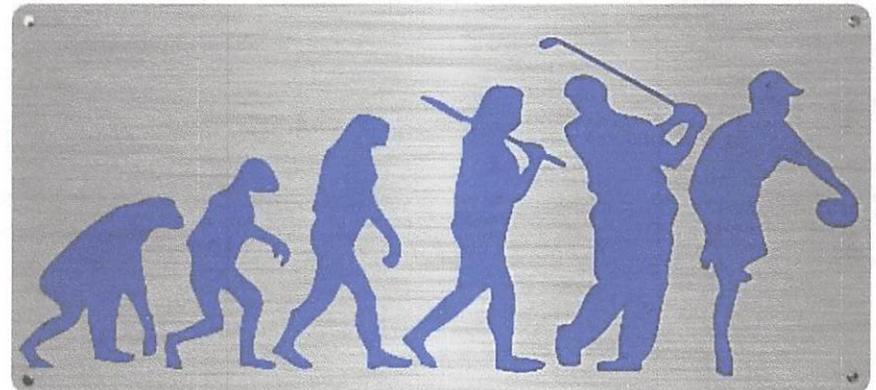
- Evolved from the Frisbee craze. The game started with people using Frisbees and aiming at targets made up of trees, trash cans, light poles, pipes, and whatever else was handy
- Disc golf is similar to regular golf; however, instead of using golf clubs and balls aiming for a hole, Disc Golf players use golf discs and aim for a Disc Target
- The object of the game is to complete each hole in the fewest number of throws, starting from a tee area and finishing at the Disc Target
- Today there are over 2,500 Disc Golf Courses in the United States
- Approximately 10,000,000 players
- Pro players compete in more than 390 sanctioned tournaments and a World Championship annually
- The positive experience with Disc Golf and the growing demand for courses have led to the expansion of the sport all over the world, from small towns to urban areas
- Disc golf courses will soon pass ball golf courses in number



<https://vimeo.com/50806380>

<http://www.discgolfmatters.com/>

<https://www.discgolfscene.com/courses/Utah>





# Syracuse City Needs

## Disc Golf

Cody Cagle

Syracuse resident for over 20 years

**QUICK FACT:** There are no other disc golf courses  
between Riverdale and Centerville





# CITY COUNCIL REGULAR MEETING AGENDA

August 23th, 2016

Agenda Item: **"d"** Preliminary Subdivision Plat 1958 South 2000 West

***Factual Summation***

Please review the following information. Any questions regarding this agenda item may be directed to Brigham Mellor CED Director.

Location: 1958 South 2000 West  
 Current Zoning: PRD  
 General Plan: PRD  
 Total Subdivision Area: 5.22 Acres

***Summary***

This item was tabled by the Planning Commission on July 19, 2016 for the following reasons:

- The development lacks a direct connection to an arterial.
- The private road within the development does not have curb, gutter, or sidewalk.
- The proposed development is intended to be a phase of the Craig Estates development
- The Planning Commission alleged that private roads are not permitted.
- The development needs to show additional amenities.
- The road layout within the development raised concerns about emergency service access.
- Specific snow removal agreements with the HOA had not been reached.

On August 2, 2016 the Planning Commission voted 6 to 1 to recommend that the City Council approve the revised plans presented during that meeting. Responses to the original reasons for which the item was tabled during the July 19, 2016 meeting are included in this report. These responses are in the format that was presented to the Planning Commission on August 2, 2016.

The applicant provided an updated site plan that includes the covered pavilion with seating opposite the grill area in the central common space. There is also a buffer requirement on the northern property line where the project abuts the PO and GC zones. This buffer is not included in the plan but the applicant has indicated that it will be included in final phase iterations of the subdivision.

The applicant has requested approval of a 20 lot preliminary subdivision plat known as Jackson Court in the PRD Zone. The dimensions of these lots are as follows:

| Land Use                   | Area (sq. ft.)      | Percentage of Total Project Area | Acreage | Comments                                                 |
|----------------------------|---------------------|----------------------------------|---------|----------------------------------------------------------|
| Privately Owned Units (20) | 48,339 (2,400 each) | 21.3                             | 1.11    | 20' front and 15' rear yard setback compliant. All units |

|                        |         |      |      |                                                                         |
|------------------------|---------|------|------|-------------------------------------------------------------------------|
|                        |         |      |      | separated by 16'.<br>All are 20' by 20'.                                |
| Private Driveways (20) | 11,644  | 5.1  | 0.27 |                                                                         |
| Private Road           | 31,722  | 14   | 0.73 | Parking areas and turnaround hammerheads provided per IFC requirements. |
| Public Street          | 15,902  | 7    | 0.37 | Standard 60' ROW width and 120' cul-de-sac diameter compliant.          |
| Open Space             | 71,781  | 31.6 | 1.65 | Exceeds minimum 30% requirement.                                        |
| Common Space           | 47,841  | 21.1 | 1.09 | Exceeds minimum 20% requirement and contains amenities.                 |
| Total                  | 227,249 | 100  | 5.22 | None.                                                                   |

As is shown, all proposed land areas meet the minimum requirements for the PRD Zone. The applicant has also provided a subdivision design document showing the types of housing intended for the development. The home designs are similar to those existing in the Craig Estates neighborhood.

The landscape plan provided by the applicant shows various trees which line the public street and generally border the private road. The ordinance requires that landscaping requires that "The aesthetic and landscaping proposals shall provide for trees and shrubs that break up the look of having the same building style duplicated throughout the development and shall be in accordance with the Architectural Review Guide." Trees have been provided between each home along the private road and to the rear of the homes to meet this requirement.

Entry landscaping is provided on proposed berms in the central common area to create an inviting space. Trees have also been provided in this space.

Existing mature trees are planned to be maintained which will provide shade and aesthetic benefit to the community. A covered gathering area with a grill, counter, and outdoor seating is to be provided in the center of the common space. The applicant has included an example of what this may look like in the subdivision design document.

Staff has also been involved in discussions with the applicant and their landscape architect about the types of amenities that will be provided. As landscaping is not considered an amenity, the only amenities are the covered grill area and two benches. During the Planning Commission meeting on July 19<sup>th</sup>, 2016 the Planning Commission expressed concern about the lack of amenities in the subdivision and cited this as a reason for tabling the item. The applicant has since submitted an updated plan that shows the addition of an additional covered pavilion area in the central common area that will house some seating and tables.

The applicant has submitted revised plans, additional emergency vehicle access map, and a record of communications with the Craig Estates HOA to address concerns set forth by the Planning Commission in their motion to table the item in the July 19, 2016 meeting. These documents are included in this report.

Staff has also researched the various reasons for continuing the item and presents the following responses (concerns listed in italics and responses below each statement):

- *The development lacks a direct connection to an arterial.*

SCC 10.75.040(A)(7) “Minimum lot standards” states that “The development design shall include a direct connection to a major arterial, minor arterial, or major collector roadway.”

The only road that abuts the property and falls within the bounds of the Code is 2000 West which is a major arterial. There is sufficient space to provide a direct connection to 2000 West. This connection may be a private or public road as permitted in the PRD Zone.

SCC 8.10.070 “Relation to adjoining street systems” states the following: “Street access for new subdivisions shall be established by using the AASHTO Traffic Design Manual calculation of seven and one-half seconds of travel time between street accesses onto existing roadways (which calculated would be 385 feet at 35 mph) unless otherwise recommended by the Planning Commission. The street arrangement must be such as to cause no unnecessary hardship to owners of adjoining property when they plat their land and seek to provide for convenient access to it. Where, in the opinion of the Planning Commission, it is desirable to provide for street access to adjoining property, proposed streets shall be extended by dedication to the boundary of such property. Half streets along the boundary of land proposed for subdivision will not be permitted.”

The speed limit on 2000 West where it abuts the proposed development is 35 miles per hour. Using the AASHTO standard, the City Code establishes a minimum separation of 385 feet for new intersections. When measuring south from 1900 South (shown in red below) and north from 2025 South (shown in blue below), there is no point where the proposed subdivision fronts 2000 West where an intersection may occur that would meet the AASHTO standard. As such, a public street access may not occur from the proposed development to 2000 West without a recommendation from the Planning Commission.

The speed limit on Craig Lane is 25 miles per hour which requires a minimum separation of 275 feet between intersections (shown in yellow below). The intersection created by 2060 South has a separation distance which approximately overlaps the frontage of the property. Again, a street access may be provided here with a recommendation by the Planning Commission.

The applicant has expressed that they would be willing to provide access to 2000 West if necessary. However, staff has also included text in the draft development agreement that would require a traffic study for Craig Lane between the proposed development access and 2000 West, requiring road widening or other mitigation requirements along Craig Lane if a significant traffic impact were predicted.

It is the prerogative of the Planning Commission to recommend that the development access 2000 West. It is also the prerogative of the City Council to approve the development accessing Craig Lane. Due to the AASHTO standard cited in the City Code showing the proximity of 1900 South and 2050 South, and the heavy use of 2000 West, Staff recommends that the property be accessed from Craig Lane.

The following graphic shows the distances from intersections adjacent to the property.



- *The private road within the development does not have curb, gutter, or sidewalk.*

SCC Section 8.15.010 “Design Standards” Subsection (N) reads: Private streets shall only be permitted in PRD and cluster subdivisions. Private streets shall meet the minimum construction standards established for publicly dedicated streets with the standard right-of-way requirement. Pavement widths less than 35 feet may be permitted, when the private street ties into a minor collector street or greater, and does not terminate in a cul-de-sac. Private streets shall be perpetually maintained by a professionally managed homeowners’ association as established within an approved development agreement. The purpose of a private street is not to provide a street which is substandard in construction to public streets, but one that allows for private gated access and maintenance for the exclusive use and benefit of the residents residing on said private street.

The section of this Code stating that “Private streets shall meet the minimum construction standards established for publicly dedicated streets with the standard right-of-way requirement.” and “Pavement widths less than 35 feet may be permitted, when the private street ties into a minor collector street or greater, and does not terminate in a cul-de-sac.” verify this statement. The private street may not be narrower than 35 feet as Craig Lane is not a minor collector street or greater and a standard cross-section must be utilized.

- *The proposed development is intended to be a phase of the Craig Estates development .*

Some mention was made in the meeting that a rezone of Craig Estates to PRD would be required to include the proposed development as a phase of Craig Estates. There is no current precedent for this nor is there a City or State Code that requires it. An example of multi-zoned phasing that

has been approved by the City recently is Keller Crossing of which phases 1 and 3 differ in zoning and phase 2 is split into 2 distinct zones. As the PRD Zone and R-2 Zone are both residential zones, just as the R-2 and R-3 Zones which underlie the Keller Crossing subdivision, requiring Craig Estates to be rezoned to include the proposed subdivision as a phase or add-on would be inconsistent.

- *The Planning Commission alleged that private roads are not permitted.*

As stated above in SCC 8.15.010, private roads are permitted in the PRD Zone.

- *The development needs to show additional amenities.*

The applicant has included an additional pavilion with 4 tables across the sidewalk that bisects the central open space of the development. All other amenities remain the same. As there are no explicit requirements for the type, size, or number of amenities within the City Code, the determination of whether what the applicant has provided on the updated plan remains to be determined by the Planning Commission and City Council.

- *The road layout within the development raised concerns about emergency service access.*

The applicant has provided a map showing the design track for a fire truck. The tracks are contained within the paved area of the private road.

- *Specific snow removal agreements with the HOA had not been reached.*

The applicant has provided documentation indicating the specifics of snow removal agreements with the HOA of Craig Estates. Fire hydrants have also been moved to accommodate for snow storage at the end of each projecting leg of the private drive.

All other requirements of the PRD Zone are met by this development.

### ***Suggested Motion Language***

Approval – “I move the City Council approve the request of Adam Bernard for a 20 lot preliminary subdivision plat called Jackson Court consisting of 5.22 acres on property located at 1958 South 2000 West in the PRD Residential Zone.”

Table – “I move the City Council continue the request of Adam Bernard for a 20 lot preliminary subdivision plat called Jackson Court consisting of 5.22 acres on property located at 1958 South 2000 West in the PRD Residential Zone until (give date) based on the following findings:

1. (list findings)”

Denial – “I move the City Council deny the request of Adam Bernard for a 20 lot preliminary subdivision plat called Jackson Court consisting of 5.22 acres on property located at 1958 South 2000 West in the PRD Residential Zone based on the following findings:

1. (list findings).”

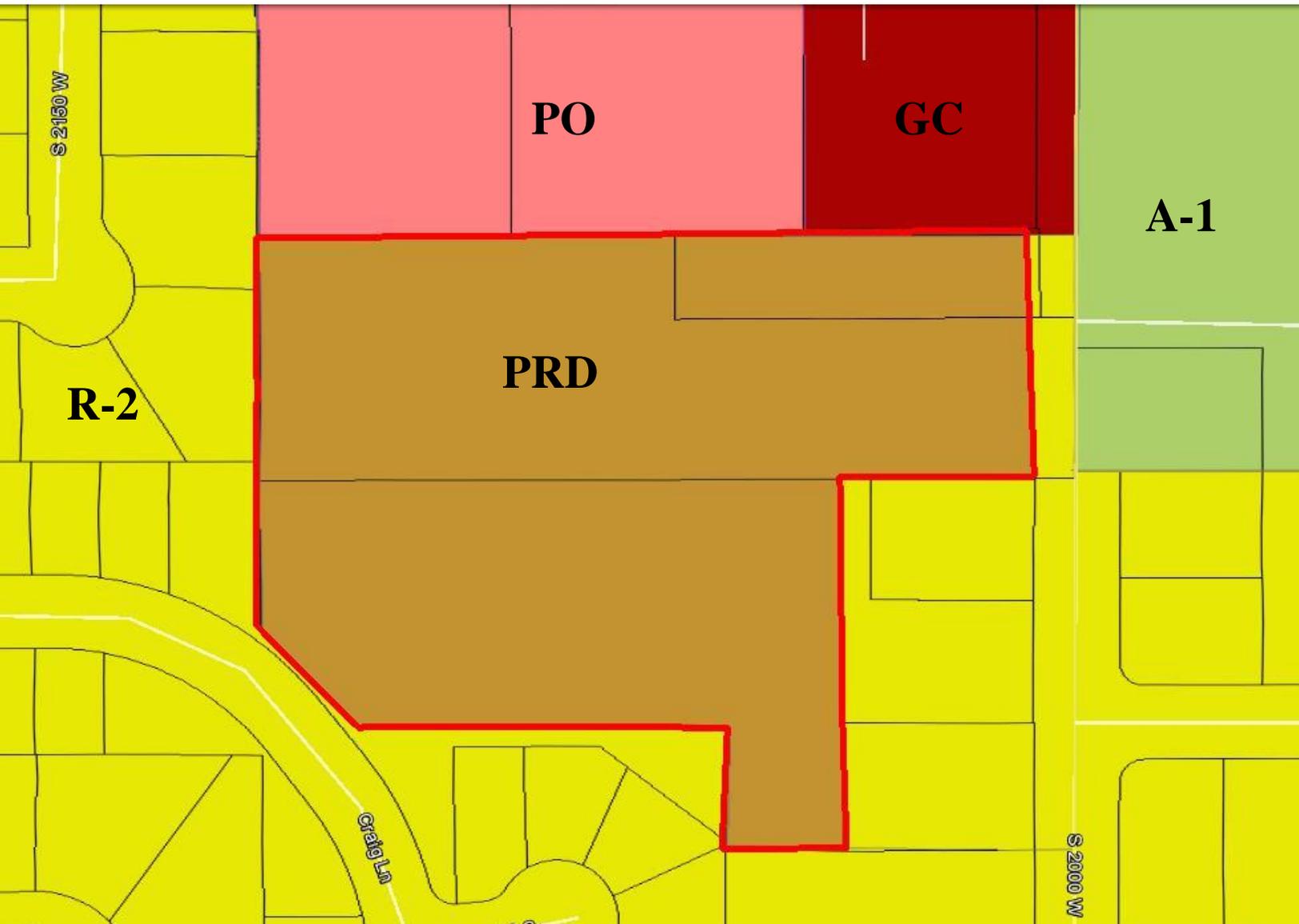
### ***Attachments:***

- Aerial Map
- Zoning Map
- Subdivision Plat
- PRD zoning ordinance
- Preliminary subdivision review ordinance
- Development Document
- Staff Reviews
- Theme Board
- Truck Turning Radii

AERIAL MAP



ZONING MAP



**SUBDIVISION PLAT**

**811** CALL BLUESTAKES  
@ 811 AT LEAST 48 HOURS  
PRIOR TO THE  
COMMENCEMENT OF ANY  
CONSTRUCTION.  
Know what's below.  
Call before you dig.

**BENCHMARK**

EAST QUARTER CORNER  
SECTION 16  
T4N, R2W  
SLB8M  
ELEVATION = 4265.72

**LAND USE TABLE**

| USE                       | AREA IN SQ.FT. | PERCENTAGE OF TOTAL | ACRES |
|---------------------------|----------------|---------------------|-------|
| PRIVATE UNITS (20)        | 48,339         | 21.3%               | 1.11  |
| PRIVATE DRIVEWAY          | 11,664         | 5.1%                | 0.27  |
| PRIVATE ROAD              | 31,722         | 14.0%               | 0.73  |
| PUBLIC STREET             | 15,902         | 7.0%                | 0.37  |
| OPEN SPACE                | 71,781         | 31.6%               | 1.65  |
| COMMON AREA<br>OPEN SPACE | 47,841         | 21.1%               | 1.09  |
| TOTAL PARCEL              | 227,249        | 100.0%              | 5.22  |

**SURVEYOR'S CERTIFICATE**

I, Keith R. Russell, do hereby represent that I am a Professional Land Surveyor and that I hold Certificate no. 164386 as prescribed by the laws of the State of Utah and I have made a survey of the following described property. The purpose of this survey is to define the property from the Legal Descriptions and create a new Boundary for the Proposed Development to be known as Jackson Court.

**Total Parcel Description**

Beginning at the Southeast Corner of Lot 5, Rampton Medical Plaza at a point on the west line of 2000 West Street, said point being South 0°06'28" West 1330.13 feet along the section line and South 89°25'00" West 33.00 feet from the Northeast Corner of Section 16, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running:

Thence South 0°06'28" West 200.73 feet along the west line of 2000 West Street; Thence West 154.98 feet;

Thence South 0°06'28" West 299.68 feet;

Thence South 89°43'28" West 96.00 feet to the east line of Craig Estates Phase 1 Cluster Subdivision;

Thence North 0°06'28" East 99.00 feet along the east line to the Northeast Corner of Craig Estates Phase 1 Cluster Subdivision;

Thence South 89°43'28" West 300.70 feet along the north line to an angle point in the north line of Craig Estates Phase 1 Cluster Subdivision;

Thence North 44°22'40" West 111.86 feet along the north line to an angle point in the north line of Craig Estates Phase 1 Cluster Subdivision;

Thence North 0°19'45" West 182.73 feet along the east line of Cherry Village Subdivision No. 5 to the Southwest Corner of Rampton Medical Plaza;

Thence North 89°47'51" East 335.25 feet along the south line to an angle point in the south line of Rampton Medical Plaza;

Thence North 89°13'50" East 157.83 feet along the south line to an angle point in the south line of Rampton Medical Plaza;

Thence South 86°57'23" East 34.70 feet along the south line to an angle point in the south line of Rampton Medical Plaza;

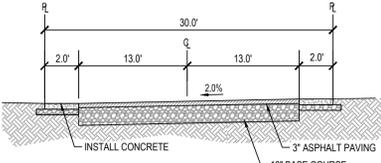
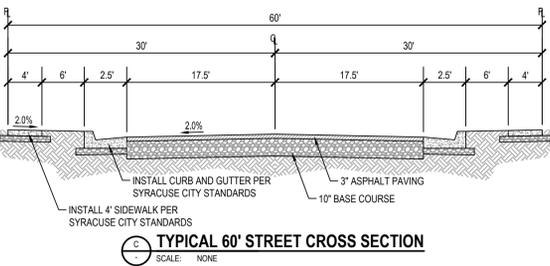
Thence North 89°25'00" East 104.99 feet along the south line to an angle point in the south line of Rampton Medical Plaza to the point of beginning.

Contains 227,249 square feet, 5.217 acres, 20 Units.

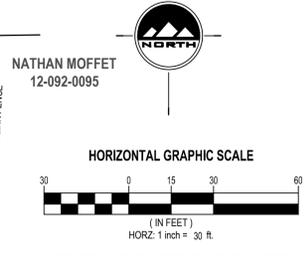
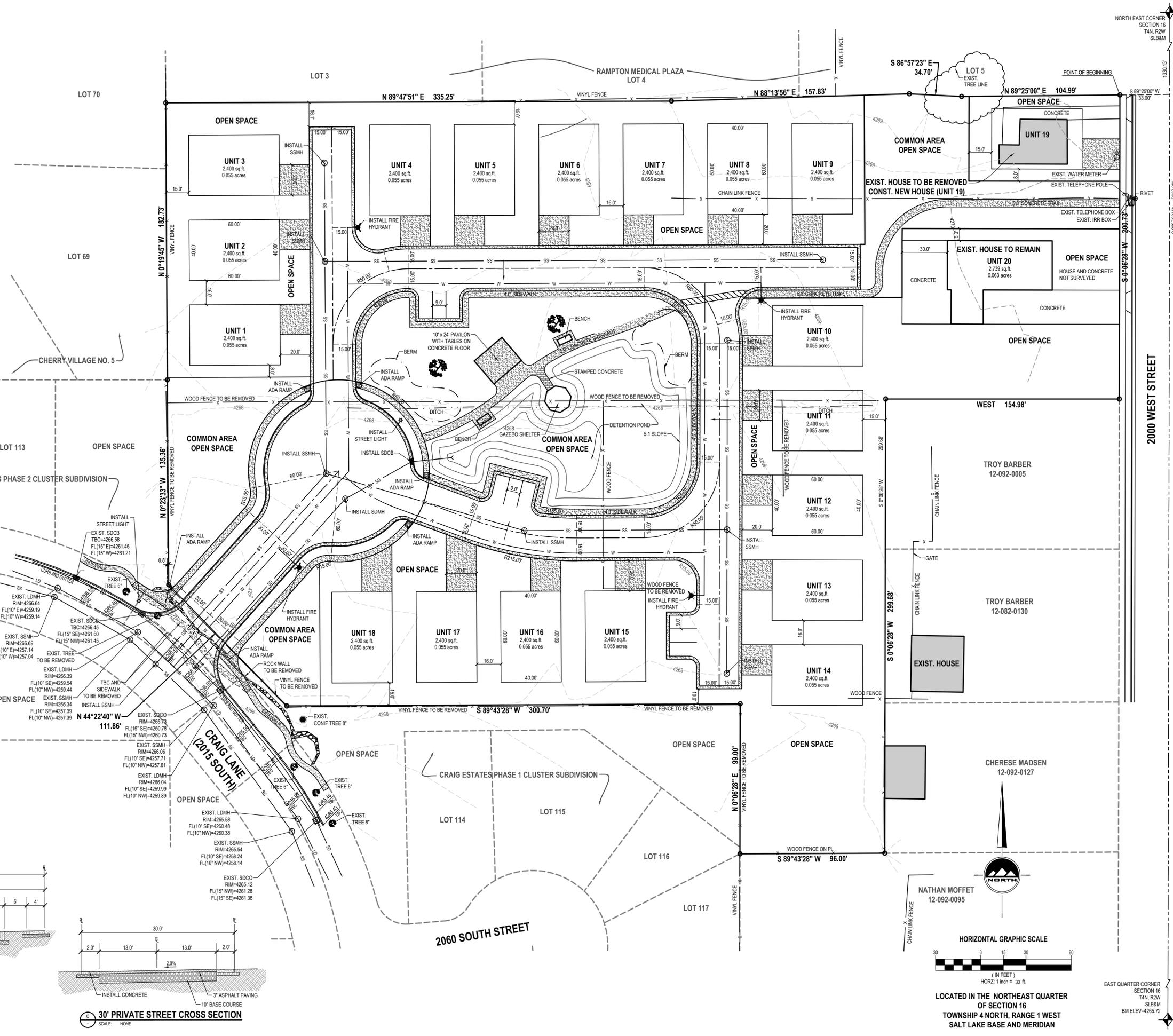
Date: Keith R. Russell  
License no. 164386

**100-year Detention Calculations**

|                                 |          |
|---------------------------------|----------|
| Basin Tributary Area (SF)       | 141,018  |
| Landscape Area                  | 69,353   |
| Runoff coefficient C:           | 0.465    |
| Allowed Discharge Rate (CFS)    | 0.647    |
| Cumulative Runoff to Basin (cf) | 194      |
| Net Allowed Discharge (cf)      | 2,919    |
| Required Storage (cf)           | 4,308    |
|                                 | 5,261    |
|                                 | 6,699    |
|                                 | 7,391    |
|                                 | 6,261    |
|                                 | 4,204    |
|                                 | (1,861)  |
|                                 | (13,388) |
|                                 | (39,884) |
| Required Detention:             | 7,391    |



- NOTES:**
- ROAD BASE REQUIRED 6" PAST EDGE OF SIDEWALK AND CURB AND GUTTER.
  - ALL MATERIALS TO BE COMPACTED TO 95% OF MAXIMUM DRY DENSITY.
  - SIDEWALK SHALL BE 6" THICK THROUGH DRIVEWAYS.



LOCATED IN THE NORTHEAST QUARTER  
OF SECTION 16  
TOWNSHIP 4 NORTH, RANGE 1 WEST  
SALT LAKE BASE AND MERIDIAN



**LAYTON**  
1485 W. Hill Field Rd., Ste. 204  
Layton, UT 84041  
Phone: 801.547.1100

**SALT LAKE CITY**  
Phone: 801.255.0529

**TOOELE**  
Phone: 435.843.3590

**CEDAR CITY**  
Phone: 435.865.1453

**RICHFIELD**  
Phone: 435.896.2983

**WWW.ENSIGNENG.COM**

FOR:  
TROY BARBER  
2351 SOUTH 2050 WEST  
SYRACUSE, UTAH 84075

CONTACT:  
TROY BARBER  
PHONE:

**JACKSON COURT**  
**PRELIMINARY PLAT - NOT TO BE RECORDED**  
1958 SOUTH - 2008 SOUTH 2000 WEST STREET  
SYRACUSE, UTAH

**PRELIMINARY PLAT**

PROJECT NUMBER: 12363  
PRINT DATE: 8/3/16  
DRAWN BY: A.SHELBY  
CHECKED BY: K.RUSSELL  
PROJECT MANAGER: KRUSSELL

**1 of 1**

**LANDSCAPE PLAN**

- GENERAL NOTES**
- HEAVY GAUGE STEEL OR EXTRUDED CONCRETE MOWING EDGE MUST DEFINE ALL SHRUB BED SHAPES AS PER SPECIFICATIONS.
  - PRE-EMERGENT HERBICIDE AS APPROVED BY L.A. TO BE APPLIED IN ALL BEDS TO MANUFACTURERS SPECIFICATIONS.
  - SHREDDED BARK OR GRAVEL MULCH 3 INCHES DEEP MUST BE UNIFORMLY PLACED IN ALL SHRUB BEDS.
  - ANY PLANT LIST #S FROM PLAN GRAPHICS ARE CONCEPTUAL ONLY. THE CONTRACTOR MUST VERIFY PLANT #S FROM SYMBOLS ON PLAN.
  - PLANTS MATERIALS MUST BE ESTABLISHED, HEALTHY, SYMMETRICALLY BRANCHED, FREE FROM DISEASE, INSECTS AND DAMAGE. NO BARE ROOTSTOCK OR ROOT BOUND STOCK WILL BE ACCEPTED. CALIPER OF DECIDUOUS TREES TO BE MEASURED 4 FEET ABOVE GROUND.
  - PLANTS MUST BE INSTALLED IN OVER-EXCAVATED HOLES WITH 6" MIN. CLEARANCE ON ALL SIDES AND BOTTOM FOR PLANTING MIX.
  - PLANTS TO BE BACK FILLED WITH A PLANTING MIX OF 3 PARTS PREMIUM TOPSOIL, 1 PART PEAT MOSS & 1 PART SOIL. FERT. UNIFORMLY MIXED, DEEP WATERED AND BACK FILLED - REPEAT UNTIL NO SETTLING OCCURS.
  - PLANTS TO BE FERTILIZED WITH SLOW RELEASE TABLETS TO MANUFACTURERS SPECIFICATIONS AND AS APPROVED BY THE L.A.
  - DECIDUOUS TREES IN LAWN AREAS TO BE PROTECTED FROM MOWER AND STRING TRIMMER DAMAGE WITH DEVICE APPROVED BY L.A.
  - EXISTING OAK, MAPLE OR OTHER NATIVE VEGETATION OVER 1 INCH CALIPER MUST BE PROTECTED.
  - TO STAKE DECIDUOUS TREES, A 2-8", T-POST SYSTEM MUST BE USED. TREE ROOT MASS MUST NOT BE FUNGURED. 16 GAUGE WIRE AND 2-12" LONG HOSE PROTECTORS MUST BE USED. WIRE TO BE TWISTED TO TIGHTEN. WIRES IN LAWN AREAS MUST BE MARKED WITH SAFETY FLAGGING.
  - TO STAKE EVERGREEN TREES, A 3-4" T-POST SYSTEM MUST BE USED. T-POSTS MUST BE INSTALLED AT 45° ANGLE TO TREE. CONTRACTOR TO USE 16 GAUGE WIRE AND 3-2" LONG HOSE PROTECTORS USING TURN BUCKLES TO TIGHTEN. WIRE IN LAWN AREAS TO BE MARKED W/FLAGGING.

- TOPSOIL NOTES**
- TOPSOIL MUST BE 3" MIN. DEEP IN ALL LANDSCAPED AREAS OR AS SPEC'D BY VOLUME BY L.A. THE CONTRACTOR WILL NOT APPLY TOPSOIL UNTIL SUB GRADE IS PROPERLY PREPARED & GRADED FOR DRAINAGE.
  - IMPORTED TOPSOIL MUST BE ULTRA PREMIUM QUALITY. THE TOPSOIL MUST BE SANDY LOAM, DARK IN COLOR, DRY, FREE OF DEBRIS, WEEDS AND ODOR. THE OWNER OR L.A. MUST APPROVE SOURCE BEFORE DELIVERY TO SITE. SUB-QUALITY SOIL WILL BE REJECTED. THE CONTRACTOR MUST SAVE ALL DELIVERY SLIPS FOR REVIEW BY L.A.
  - IF EXISTING TOPSOIL IS STOCKPILED ON SITE, CONTRACTOR IS RESPONSIBLE FOR TRANSPORTING SOIL TO REG'D LANDSCAPE AREAS.
  - TOPSOIL FINISH GRADE MUST BE 1/2" BELOW HARDSCAPE PER LOCAL CODES. DRAINAGE THROUGHOUT LAWN AREAS TO BE 2.0% MIN. SLOPE, UNIFORM AND FREE FROM IRREGULARITIES AND DEPRESSIONS.
  - THE TOPSOIL FINISH GRADE IN LAWN AREAS MUST BE 1/2" TO BE 1/2" BELOW HARDSCAPE BEFORE HYDROSEEDING AND 1/2" FOR SODING.
  - TOPSOIL FINISH GRADE IN MULCHED SHRUB BEDS MUST LEAVE ROOT FOR 3 INCHES OF MULCH LAYER.

- HYDROSEED MULCH FOR LAWN OR WILDFLOWER**
- MULCH MUST BE UNIFORM MIX OF WOOD CELLULOSE AND VIRGIN WOOD FIBER. THE RATE OF APPLICATION TO BE 2,000 LBS/AC FOR AREAS WITH 1%-5% SLOPE AND 2,200 LBS/AC FOR AREAS ABOVE 5% SLOPE. THE MULCH MUST BE APPLIED WITH EQUAL DISTRIBUTION ON PROPERLY PREPARED SUB GRADE AS APPROVED BY L.A.

- SOD NOTES**
- SOD TO BE PREMIUM QUALITY BLENDED MIX, FRESH, FREE FROM IRREGULARITIES & INSTALLED WITH NO GAPS BETWEEN PIECES. DEEP WATER AFTER INSTALLATION.

- IRRIGATION NOTES**
- DESIGN BY CONTRACTOR. ALL PARTS TO BE PREMIUM QUALITY. RAIN BIRD, HUNTER OR APRID EQUAL. PRODUCT DATA AND AS BUILT DRAININGS TO BE PROVIDED BY CONTRACTOR. HEADS TO BE SPACED FOR HEAD TO HEAD COVERAGE AND MINIMIZE WATER WASTE AND SPRAY ON STRUCTURES. CONTRACTOR TO ADJUST CLOCK DURING ESTABLISHMENT PERIOD. SYSTEM WILL BE GUARANTEED FOR 1 YEAR.

- ROCK WALL / RETAINING WALL NOTES**
- CONTRACTOR MUST BE INSURED AND WILL ACCEPT ALL RESPONSIBILITY FOR STRUCTURAL INTEGRITY OF WALLS. ROCK WALL DESIGN IS CONCEPTUAL. WALLS MUST BE INSTALLED TO A STANDARD THAT INSURES THE ENGINEERABILITY AND ACCEPTANCE BY GOVERNING BODIES.

- LIGHTING NOTES**
- CONTRACTOR TO SUBMIT DESIGN, PRODUCT DATA, PRICE LIST AND WARRANTY TO OWNER FOR REVIEW.

- WARRANTY NOTES**
- ALL ELEMENTS OF LANDSCAPE SHALL BE FOR 1 YEAR UNLESS AGREED IN WRITING BY OWNER AND APPROVED BY L.A.

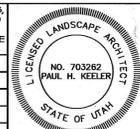
- WATER FALL NOTES**
- L.A. ACCEPTS NO LIABILITY FOR PERSONAL INJURY, WATER DAMAGE, LEAKS, MAINTENANCE, ETC. ASSOC. WITH ALL WATER FEATURES.

- BID PROCESS**
- BID FORMS MUST BE DETAILED & ITEMIZED. BIDS WITHOUT SUFFICIENT BREAKDOWNS WILL BE REJECTED.
  - PROOF OF LICENSE & INSURANCE MUST BE SUBMITTED WITH ALL BIDS. ALL EMPLOYEES MUST BE COVERED BY WORKMAN'S COMPENSATION AND GENERAL LIABILITY TO LABOR LAWS.
  - PRINTED PRODUCT DATA FOR ANY ELEMENT TO BE SUBMITTED WITH BID.
  - BIDS ARE SUBJECT TO REJECTION. SUBMITTING THE LOWEST BID DOES NOT GUARANTEE AWARD OF CONSTRUCTION.

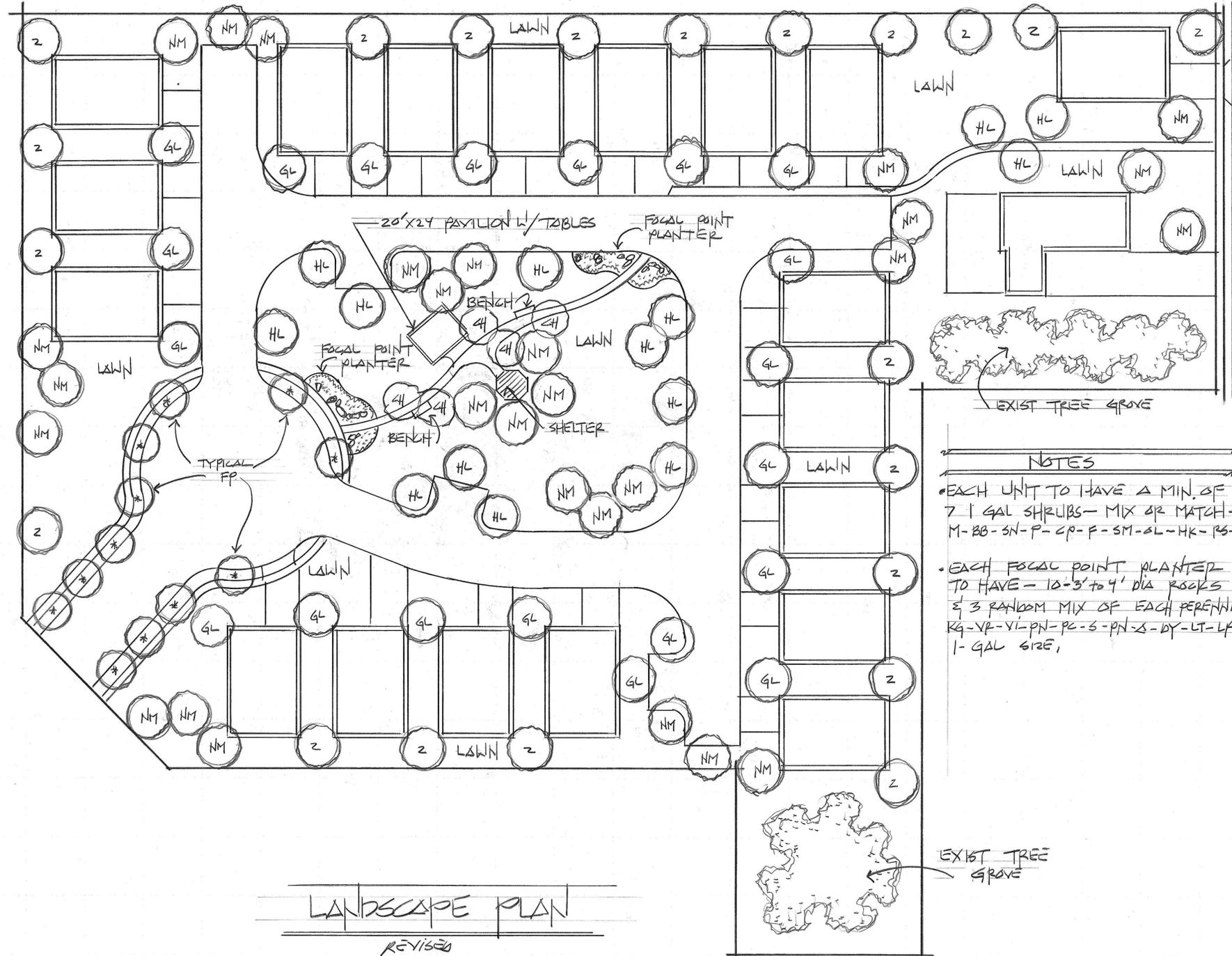
- CONSTRUCTION NOTES**
- CONTRACTOR TO INFORM L.A. OF CONSTRUCTION START DATE, ONGOING PROGRESS & PROJECT COMPLETION.
  - CONTRACTOR TO SECURE ALL PERMITTING REQUIRED BY ALL LOCAL GOVERNING ENTITIES BEFORE BEGINNING CONSTRUCTION.
  - CONTRACTOR TO CALL BLUE STAKES BEFORE ANY EXCAVATION. 1-800-662-4111
  - CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES NOT IDENTIFIED BY BLUE STAKES, I.E. SECONDARY WATER, ETC.
  - CONTRACTOR TO FOLLOW ON SITE SAFETY STANDARDS TO MEET OR EXCEED O.S.H.A. REQUIREMENTS.
  - CONTRACTOR TO AVOID ANY IMPACT TO ADJOINING PROPERTIES.
  - CONTRACTOR TO KEEP ALL STREETS, DRIVEWAYS & SIDEWALKS CLEAN AND FREE OF DEBRIS DURING CONSTRUCTION.
  - CONTRACTOR TO FIELD VERIFY ALL LOCATIONS, ELEVATIONS AND DIMENSIONS STATED GRAPHICALLY AND IF FILLED BY SCALE, CHECK ALL PROPERTY LINES AND PROPERTY CORNER MARKERS FOR PLAN COMPLIANCE BEFORE BEGINNING CONSTRUCTION.
  - CONTRACTOR TO VERIFY PLAN COMPLIANCE WITH ALL STATE, FEDERAL, LOCAL AND ASSOCIATION CODES PRIOR TO CONSTRUCTION.
  - THE LETTERS "L.A." ON PLAN GRAPHICS OR WRITTEN MATERIAL RELATED TO THIS PROJECT, REFER TO LANDSCAPE ARCHITECT, PAUL H. KEELER, A.S.L.A., OR HIS REPRESENTATIVE OF DESERT LAND DESIGN, L.L.C.
  - THE TERM "CONTRACTOR" REFERS TO ANY COMPANY, INDIVIDUAL OR OWNER PARTICIPATING IN CONSTRUCTION OF ELEMENTS DEFINED BY PLAN GRAPHICS OR SPECS CREATED BY PAUL H. KEELER, A.S.L.A., OR DESERT LAND DESIGN, L.L.C.
  - ALL PLANS AND GRAPHICS ARE CONCEPTUAL ONLY. DISCREPANCIES FROM PLANS TO ACTUAL SITE CONDITIONS MAY EXIST. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY THESE AREAS AND REPORT THEM TO THE L.A. CONTRACTOR WILL ADAPT AS NEEDED TO RESOLVE ANY DISCREPANCIES AND REVISIONS BEFORE CONSTRUCTION.

COPYRIGHT LAW PROTECTS ALL CREATIVITY, ART, GRAPHICS, RENDERINGS, CONCEPTUAL IDEAS, TECHNICAL MATERIAL AND SPECIFICATIONS, PLAN GRAPHICS OR WRITTEN MATERIAL. THE SHOWN MAY NOT BE COPIED, IN PART OR WHOLE, WITHOUT THE WRITTEN PERMISSION OF PAUL H. KEELER, A.S.L.A.

ISSUE DATE: 7-27-16  
REV. DATE: 7-27-16



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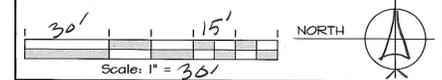
**NOTES**

- EACH UNIT TO HAVE A MIN. OF 7 1 GAL SHRUBS - MIX OR MATCH - M-BB-SN-P-CP-F-SM-GL-HK-PS-V
- EACH FOCAL POINT PLANTED TO HAVE - 10-3' to 4' DIA ROCKS & 3 RANDOM MIX OF EACH PERENNIAL KQ-YF-VI-PN-PC-S-PN-S-BY-LT-LP 1- GAL SIZE.

**PLANT LIST** asterix in ZN (\*) are sustainable in upper valleys

| SYMBOL | SIZE | ZN | COMMON NAME / botanical name                               |
|--------|------|----|------------------------------------------------------------|
| A      |      |    | ASTER / aster                                              |
| AB     |      |    | ABBOTTWOOD POTENTILLA / potentilla fruticosa               |
| AP     |      |    | AUTUMN PURPLE ASH / fraxinus a. 'junghfer'                 |
| B      |      |    | FINE LINE BUCKHORN / rhamnus - (frethe)                    |
| BB     |      |    | DIARF BURNING BUSH / euonymus alatus compactus             |
| BE     |      |    | BABY BLUE EYES SPRUCE / picea pungens                      |
| BH     |      |    | BLEEDING HEARTS / dicentra                                 |
| BJ     |      |    | BLUECHIP JUNIPER / juniperus horizontalis                  |
| BK     |      |    | BARKERI SPRUCE / picea pungens                             |
| BM     |      |    | BLUE MIST SPIRÆA / caragana x clandonensis                 |
| BP     |      |    | BOSNIAN PINE / pinus eucaedensis 'iseli fastigiata'        |
| BS     |      |    | COLUINAR BLUE SPRUCE / picea pungens                       |
| BT     |      |    | BIG TOOTH MAPLE / acer grandidentatum                      |
| BX     |      |    | WINTERSET BOXWOOD / buxus microphylla astatic              |
| C      |      |    | BELLFLOWER / campanula                                     |
| CA     |      |    | CANADA RED CHOCCHERRY / prunus v. canad                    |
| CB     |      |    | CRIFRON PYGMY BARBERRY / berberis t. crifron               |
| CE     |      |    | COLUINAR ENGLISH OAK / quercus robur 'fastigiata'          |
| CF     |      |    | WHITE FIR / abies concolor                                 |
| CH     | 2"   | 5  | COTTON HACKBERRY / celtis occidentalis                     |
| CJ     |      |    | GLETTATIS / clematis                                       |
| CK     |      |    | GREENING MAHONIA / mahonia repens                          |
| CN     |      |    | COLUINAR NORWAY MAPLE / acer plantanoides                  |
| CO     |      |    | COLUFINNE / aquilegia                                      |
| CP     |      |    | CISTINA FLUR / prunus x cistina                            |
| CQ     |      |    | CONTACT CRANBERRY BUSH / viburnum trilobum                 |
| CS     |      |    | CRIFRON SENTRY MAPLE / acer pl. 'crifron sentry'           |
| D      |      |    | DELPHINIUM / delphinium                                    |
| DN     |      |    | DIABLO NINEBARK / physocarpus opulifolius                  |
| DR     |      |    | DEER RUN SPRUCE / picea orientalis 'deer run'              |
| DT     |      |    | DATILY / hemeocallis                                       |
| EL     |      |    | DIARF ENGLISH LAUREL / prunus laurocerasus                 |
| ES     |      |    | BLACK EYED SUSAN / rubicoides fulgida                      |
| F      |      |    | GOLDFLAE SPIRÆA / spiræa x b. goldflae                     |
| FA     |      |    | FLOWERING ALMOND / prunus glandulosa                       |
| FC     |      |    | CONTORTED SNOW FOUNTAIN CHERRY / prunus x. 'feris' / ferns |
| FD     | 2"   | 12 | CHANTICLEER PEAR / pyrus calleryana, 'glenn form'          |
| FE     |      |    | FRUIT TREES                                                |
| GB     |      |    | GLOBOSA SPRUCE / picea pungens globosa                     |
| GG     |      |    | GRAY GLEAF JUNIPER / juniperus scopulorum                  |
| GL     | 2"   | 14 | GOLD SPRUCE / prunus chinensis 'old gold'                  |
| GN     |      |    | DARTS GOLD NINEBARK / physocarpus opulifolius              |
| H      |      |    | HOSTA / hosta                                              |
| HB     |      |    | PYRAMIDAL HORNBEEAM / carpinus b. 'pyramidal'              |
| HJ     |      |    | HILL SPIRE JUNIPER / juniperus cupressifolia               |
| HK     |      |    | HICKS YEW / taxus x media                                  |
| HL     | 2"   | 14 | PERFECT HONEY LOCUST / gleditsia t. 'imperial'             |
| HP     |      |    | RED HOT POKER / kniphofia                                  |
| HS     |      |    | HOOPSII SPRUCE / picea pungens                             |
| HT     |      |    | HORIZONTAL YEW / t. baccata repandens                      |
| JB     |      |    | JAPANESE MAPLE BLOODGOOD / acer palmatum                   |
| JC     |      |    | JAPANESE MAPLE RED CUTLEAF / acer p. 'atropur'             |
| KD     |      |    | KELSET DOGWOOD / cornus sericea kelsetii                   |
| KE     |      |    | KARL FOERSTER REED GRASS / calamagrostis                   |
| KL     |      |    | HIS9 KIFT LILAC / syringa patula                           |
| L      |      |    | LODENSE PRIVET / ligustrum vulgare lodense                 |
| LP     |      |    | LUPINE / lupinus                                           |
| LS     |      |    | GREY LOH SUNNIB / rhus aromatica l                         |
| LV     |      |    | LAVANDER / lavandula angustifolia                          |
| M      |      |    | DIARF FUGO PINE / pinus mugo 'pumila'                      |
| MA     |      |    | MARSHALL SEEDLESS ASH / fraxinus p. seedless               |
| ME     |      |    | MOONSHADON ELONTHUS / euonymus fortunei                    |
| MS     |      |    | SLOW-GROWING FUGO PINE / pinus mugo 'slowmound'            |
| N      | 2"   | 12 | NEST SPRUCE / picea abies nidiformis                       |
| NJ     |      |    | FAIRVIEW MAPLE / acer platanoides                          |
| OJ     |      |    | BUFFALO JUNIPER / juniperus sabinna buffalo                |
| OL     |      |    | OTTO LUYKEN LAUREL / prunus l.                             |
| OP     |      |    | ORIENTAL POKER LINDER / lonicera x. 'oriental'             |
| OS     |      |    | OAKBUSH SUTAC / rhus trilobata                             |
| P      |      |    | GOLD DROP POTENTILLA / potentilla fruticosa                |
| PC     |      |    | PURPLE GAZE BLOOMER / echinacea                            |
| PE     |      |    | PEONY / paeonia                                            |
| PF     |      |    | PURPLE FOUNTAIN BEECH / fagus 'purpurea pend.'             |
| PG     |      |    | PRICKLY PINEAPPLE / nolina 'spinea snow'                   |
| PH     |      |    | SNOW-FOUNTAIN CHERRY / prunus x 'snowflake'                |
| PI     |      |    | PAUL'S SCARLET HAWTHORN / crataegus l.                     |
| PK     |      |    | STERLING SILVER LINDEA / lonicera tomentosa                |
| PL     |      |    | PARKWAY MAPLE / acer platanoides                           |
| PN     |      |    | SNOW-BOUND SPIRÆA / spiræa nipponica l.                    |
| PS     |      |    | SUPPER WINE NINEBARK / physocarpus opulifolius             |
| PT     |      |    | ARNOLD SENTINEL PINE / pinus nigra                         |
| PU     |      |    | SPYGLASS SPRUCE / rhus glabra                              |
| ST     |      |    | STAGHORN SUMAC / rhus typhina                              |
| SV     |      |    | SALVIA / salvia                                            |
| SH     |      |    | SWEET WILLIAMS / dianthus barbatus                         |
| T      |      |    | TALL HEDGE BUCKTHORN / rhamnus f. columnaris               |
| TB     |      |    | TRUFFET VINE / campsis                                     |
| TR     |      |    | TRI-COLOR BEECH / fagus s. roseo marginata                 |
| V      |      |    | VARIEGATED REDTWIG DOGWOOD / cornus alba                   |
| VC     |      |    | PERIWINKLE / vinca                                         |
| VI     |      |    | VARIEGATED IRIS / iris variegata                           |
| VR     |      |    | SPEEDWELL / veronica spicata                               |
| W      |      |    | ANTHONY WATERER SPIRÆA / spiræa x b. water                 |
| WN     |      |    | KEEPING NORWAY SPRUCE / picea abies 'pendula'              |
| WS     |      |    | WELL SPIRE SPRUCE / picea mariana l                        |
| WT     |      |    | WISTERIA / wisteria                                        |
| WN     |      |    | KEEPING WHITE SPRUCE / picea glauca 'pendula'              |
| Y      |      |    | GOLD SHARD YUCCA / yucca filamentosa                       |
| Z      | 2"   | 12 | ZELKOVA SERRATA / many varieties                           |

**AGGRESSIVE ROCK WALL PERENNIALS (SUN)**  
PURPLE ROCK CRESS / aubrieta cultorum, SEA THRIFT / armeria maritima, CREEPING BABIES BREATH / siphocampylus repens, SOAPHORT / saponaria ocuminata, CREEPING PHLOX / phlox subulata, ICE PLANT / delosperma, RUSBY TOES / antennaria dioica, BELLFLOWER / campanula, SEDUM / sedum, CRANESBILL / geranium, HAIDENPINKS / dianthus chin rose, CREEPING ASTER / aster violet carpet, CANDYTUFF / ibatis, BASKET OF GOLD / olopus, BLANKET FLOWER / gallardia



CLIENT: JACKSON COURT  
ADDRESS: STRAUSE UT.

LANDSCAPE PLAN  
REVISED

## **PRD ZONING ORDINANCE**

### **10.75.010 Purpose.**

The purpose of this zone is to allow diversification in the relationship of residential uses to its sites and permit directed flexibility of site design. Further, its intent is to encourage a more efficient use of the land and the reservation of a greater proportion of common space for recreational and visual use than other residential zones may provide and to encourage a variety of dwelling units that allow imaginative concepts of neighborhood and housing options and provide variety in the physical development pattern of the City. This will allow the developer to more closely tailor a development project to a specific user group, such as retired persons.

The intent of this zone is to encourage good neighborhood design while ensuring compliance with the intent of the subdivision and zoning ordinances. All dwelling units are to be held in private individual ownership. However, the development shall contain common or open space and amenities for the enjoyment of the planned community that are developed and maintained through an active homeowners' association or similar organization with appointed management.

### **10.75.020 Permitted uses.**

The following are permitted uses by right provided the parcel and building meet all other provisions of this title and any other applicable ordinances of Syracuse City:

- (A) Accessory uses and buildings (maximum 200 square feet).
- (B) Churches, synagogues, and temples.
- (C) Dwelling units, single-family (no more than four units attached).
- (D) Educational services.
- (E) Household pets.
- (F) Private parks.
- (G) Public and quasi-public buildings.
- (H) Residential facilities for persons with disabilities and assisted living centers.

### **10.75.030 Conditional uses.**

The following may be permitted conditional uses for nonattached dwellings, after approval as specified in SCC 10.20.080:

- (A) Day care centers (major).
- (B) Home occupations (minor or major).
- (C) Temporary commercial uses (see SCC 10.35.050) (minor).
- (D) Temporary use of buildings (see SCC 10.30.100(A)(9)) (minor).

### **10.75.040 Minimum lot standards.**

All lots shall be developed and all structures and uses shall be placed on lots in accordance with the following standards:

(A) Density: overall density of six dwelling units per gross acre.

(1) The development shall provide a standard road right-of-way of 60 feet which shall include curb, gutter, and sidewalk improvements;

(2) Open space/common space shall be a minimum 50 percent of the total land area, excluding roadways, buildings, acreage and excluding any above-ground City infrastructure. Of that 50 percent, 30 percent shall be in open space and 20 percent in common space;

(3) For detention ponds to be considered common space they must include amenities recommended by planning commission and city council;

(4) The aesthetic and landscaping proposals shall provide for trees and shrubs that break up the look of having the same building style duplicated throughout the development and shall be in accordance with the Architectural Review Guide;

(5) For the purpose of this section, landscaping is not considered to be an amenity;

(6) The development shall provide adequate off-street parking area(s), subject to requirements of this chapter and off-street parking requirements as found in Chapter 10.40 SCC; and

(7) The development design shall include a direct connection to a major arterial, minor arterial, or major collector roadway.

(B) Lot width: determined by development plan.

(C) Front yard: 20 feet.

(D) Side yards: a minimum of 16 feet between primary structures and eight feet from the property line.

(E) Rear yard: a minimum of 15 feet.

(F) Building height: as allowed by current adopted building code, with a maximum height of 30 feet to the top of the roof structure.

(G) Structure: attached units shall not have a single roofline and shall have variations in architectural style between the buildings. The units shall include a minimum of two-car garages for each unit and shall not be the major architectural feature of the building.

#### **10.75.050 Development plan and agreement requirements.**

(A) Subdivision ordinance requirements shall generally apply to planned residential communities. The developer shall submit a residential development plan of all project phases for City consideration and approval and shall integrate the proposed development plan into a development agreement between the developer and City. The development agreement shall undergo an administrative review process to ensure compliance with adopted City ordinances and standards with approval by the City Council. The subdivider shall develop the property in accordance with the development agreement and current City ordinances in effect on the approval date of the agreement, together with the requirements set forth in the agreement, except

when federal, state, county, and/or City laws and regulations, promulgated to protect the public's health, safety, and welfare, require future modifications under circumstances constituting a rational public interest.

(B) A planned residential development must have a minimum of five acres.

(C) The developer shall landscape and improve all open space around or adjacent to building lots and common spaces and maintain and warrant the same through a lawfully organized homeowners' association, residential management company, or similar organization.

(D) The development plan submitted for review shall show the location and building elevations with exterior building materials, size, and general footprint of all dwelling units and other main buildings and amenities.

(E) The development plan submitted for review shall include landscaping, fencing, and other improvement plans for common or open spaces, with the landscaping designed in accordance with an approved theme to provide unity and aesthetics to the project. The plan shall include all special features, such as ponds, fountains, signs, walking paths, inviting entryways, etc., together with a landscape planting plan. Common space should be the emphasis for the overall design of the development, with various community facilities grouped in places well related to the common space and easily accessible to pedestrians.

(F) A planned residential community shall be of sufficient size, composition, and arrangement to enable its feasible development as a complete unit, managed by a legally established owners' association and governed by enforceable, duly recorded CC&Rs.

**10.75.060 Design standards.**

The Land Use Authority shall approve the required common building theme. The design shall show detail in the unification of exterior architectural style, building materials, and color and size of each unit; however, the intent is not to have the design so dominant that all units are identical. Residential dwellings shall comply with SCC 10.30.020.

**10.75.070 Street design.**

The Land Use Authority may approve an alternative street design so long as it maintains the City's minimum rights-of-way. The developer shall dedicate all street rights-of-way to the City.

**10.75.080 Off-street parking and loading.**

For multi-unit developments, one additional off-street parking space shall be provided for each unit of four dwellings. Off-street parking and loading shall be as specified in Chapter 10.40 SCC; provided, however, that the City may limit or eliminate street parking or other use of City rights-of-way through the employment of limited or alternative street designs.

**10.75.090 Signs.**

The signs permitted in this zone shall be those allowed in residential zones by Chapter 10.45 SCC.

## **PRELIMINARY SUBDIVISION REVIEW ORDINANCE**

### **8.25.010 Preliminary plat.**

The preliminary plat shall comply with the following requirements:

(A) Submission Requirement. Submit four standard 22-inch by 34-inch copies (see standard drawing No. 1), one reduced to 11-inch by 17-inch (one-half scale) copy, plus one PDF copy of the preliminary plat, for review at least two weeks prior to the next regularly scheduled meeting of the Planning Commission, in accordance with the Community Development submittal policy. Once a complete application has been received, the Community Development Department shall schedule a public hearing within a reasonable time in light of the complexity of the application, the number of other applications received, available staff resources, and applicable public notice requirements. Such notice shall be given in accordance with SCC 10.20.050. The Community Development Director shall, if a complete application is not so submitted in a timely manner, postpone scheduling a public hearing for consideration thereof until complete.

(B) General Information Required.

- (1) The proposed name of the subdivision.
- (2) The location of the subdivision, including the address of the section, township and range.
- (3) Date of preparation.
- (4) The location of the nearest bench mark and monument.
- (5) The boundary of the proposed subdivision.
- (6) Legal description of the subdivision and acreage included.
- (7) Location, width and name of existing streets within 200 feet of the subdivision and of all prior platted streets and other public ways, railroad and utilities rights-of-way, parks and other public open spaces, permanent buildings and structures, houses or permanent easements, and section and corporate lines within and adjacent to the tract.
- (8) Easements for water, sewer, drainage, utility lines, fencing, and other appropriate purposes.
- (9) The layout, number, area, and typical dimensions of lots, streets, and utilities.
- (10) Parcels of land intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in a subdivision including, but not limited to, sites to be reserved or dedicated for parks, playgrounds, schools or other public uses.
- (11) Current inset City map showing location of subdivision.
- (12) Boundary lines of adjacent tracts of undivided land showing ownership.
- (13) Location of all wells, proposed, active and abandoned, and of all reservoirs within the tract and to a distance of at least 100 feet beyond the tract boundaries.

(14) Existing sewers, field drains, water mains, culverts or other underground facilities within the tract and to a distance of at least 100 feet beyond the tract boundaries, indicating pipe size, grades, manholes and exact location.

(15) Existing ditches, canals, natural drainage channels, open waterways, and proposed alignments within the tract and to a distance of at least 100 feet beyond the tract boundaries.

(16) Contours at two-foot intervals for predominate ground slopes within the subdivision between level and 10 percent, and five-foot contours for predominate ground slopes within the subdivision greater than 10 percent.

(17) The plat shall be drawn to a scale of not less than one inch equals 100 feet and shall indicate the base of bearing true north.

(18) The developer's detailed plan for protecting future residents of his development from such hazards as open ditches, canals or waterways, nonaccess streets, open reservoirs or bodies of water, railroad rights-of-way and other such features of a potentially hazardous nature located on, crossing, contiguous or near to the property being subdivided, with the exception that the developer's plan need not cover those features which the Planning Commission determines would not be a hazard to life and/or where the conforming structure designed to protect the future residents would itself create a hazard to the safety of the public. The foregoing does not relieve the developer of the duty to investigate all possible means of protecting future residents from a potential hazard before a determination is made that the only conceivable means of protection is potentially more hazardous than the hazard itself.

(19) Location of existing and proposed land drains.

#### **8.25.020 Approval of preliminary plat.**

Members of the Development Review Committee shall prepare reports of compliance with City ordinance for the Planning Commission. Following this investigation and after holding a duly noticed public hearing, the Planning Commission shall recommend approval of the preliminary plat as submitted or modified, or recommend disapproval by indicating findings for the disapproval. The Planning Commission may also table recommendation of the preliminary plat for the purpose of obtaining additional information, or to allow the developer to modify the plat submittal.

Upon receipt of the Planning Commission recommendation on the preliminary plat, the City Council shall hold a public meeting to review the preliminary plat. The City Council shall approve the preliminary plat as submitted or modified, or deny the preliminary plat by indicating findings for disapproval. The City Council may also remand the preliminary plat to the Planning Commission for further review.

City Council approval of the preliminary plat shall authorize the developer to proceed with preparation of the final plat. Approval of preliminary plats by the City Council will extend for a period of one year. If work or subsequent action by the developer to proceed to final plan review does not occur within the year following initial approval, the plan must be resubmitted and become subject to reapproval under the latest City ordinances and specifications.

#### **8.25.030 Severability.**

If any provision of this chapter or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of this chapter which can be given independent effect. To this end, the provisions of this chapter are severable.

# DEVELOPMENT DOCUMENT

# BARBER DEVELOPMENT



7/28/2016

Jackson Court Subdivision

An addition to Craig Estates

# Barber Development

## JACKSON COURT SUBDIVISION

### WELCOME

This new addition to Craig Lane has been anticipated for several years. It has finally come to fruition and we are excited for the numerous opportunities it will provide to the residents that move into this beautiful location. At the heart of Syracuse, it is one of the most desirable locations for aging residents to enjoy the many wonderful opportunities Syracuse has to offer.

This subdivision is being named in honor of 4 year old Jackson Daniels who passed away on this property in a farming accident. He was a bright and vibrant little boy who loved riding on the tractor with his grandfather. He also loved all sports, but especially soccer.



# COMMUNITY LAYOUT

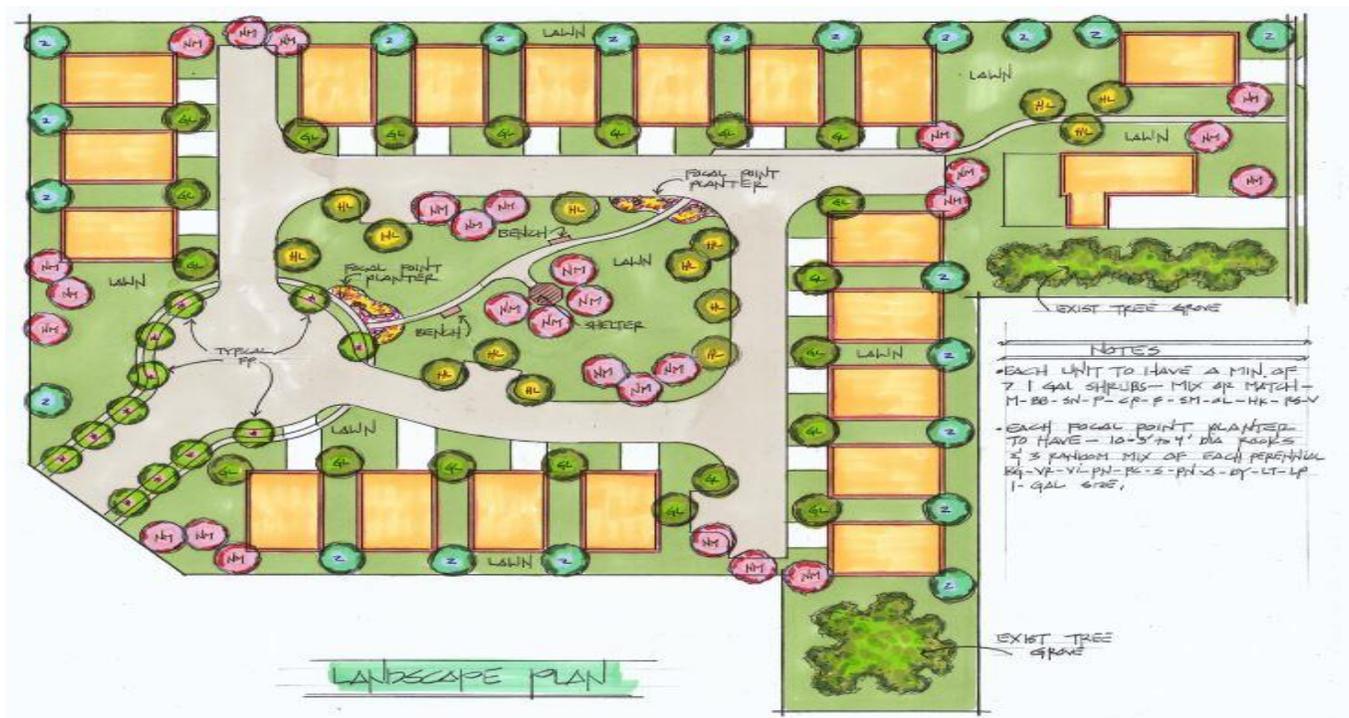


This layout is designed to allow residents of this development to benefit from a common space that they can stroll around as well as enjoy each other's company. We hope that this becomes an extension of their home by providing amenities that all can appreciate and utilize.

## LANDSCAPE DESIGN

The landscape architecture of this development is designed to allow privacy and shade throughout the entire subdivision. As these trees mature and develop it will provide an enclosed and exclusive feeling that many do not have in their neighborhood, let alone in the heart of Syracuse.

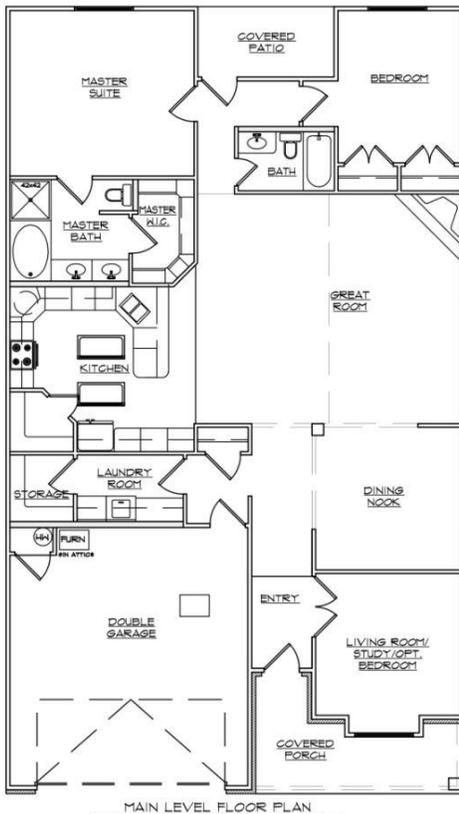
The residents of this community will be a part of an HOA that will provide for the maintenance of the common and open spaces, but if desired will have the opportunity to have their own front flower bed for those who may still take pride in having an area to call their own.



The berm areas in the common space will contain shrubs and bushes that are flowering at certain times of the year. They will be beautiful throughout the year.

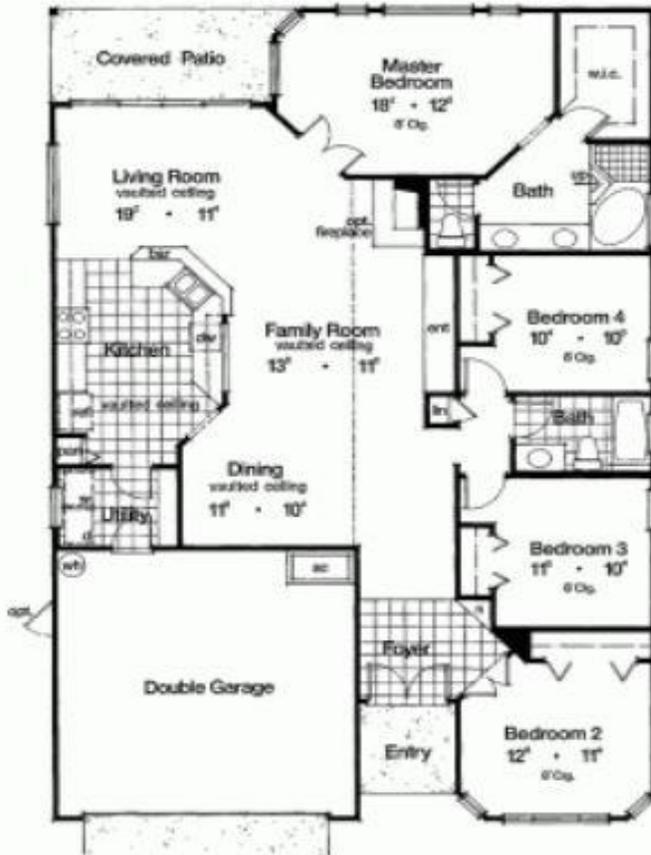
# HOME PLANS

## Cloverdale



This home, with the open floorplan and the spacious rooms, allows you to entertain your guests and not feel cramped for space. With the bedrooms at the rear of the home it allows for privacy when needed. With the additional rooms it also allows for guests to stay over as needed.

# Hidden Valley



This home is designed for those families who may need more bedrooms, but still want an open area for family gatherings and activities. The entertainment area is away from the bedrooms and allows for activities to continue even if younger children need to go to bed.

## COMMUNITY DEVELOPMENT



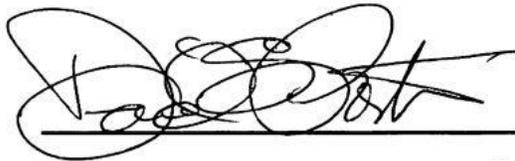
This community will be marketed to 55+ home buyers, but will be accepting of all buyers. The homes will be one level and have easy access to every room in the house.

Joining the existing HOA has many benefits including: a system for maintenance that is already in place, established HOA leadership, and a community park. The existing HOA already has CC&R and rules and regulations on file in the city that will be amended to accommodate this project.



To whom it may concern:

The Craig Estates HOA will accept into their existing HOA the additional homes that are being built at the property associated with the address of 1972 South 2000 West Syracuse. This will be on condition that Syracuse City approves the subdivision road to connect with Craig Lane.



HOA President

David Porter

9 May 2016

With this development joining the existing HOA, many on the City Council want to consider this as a fourth phase of Craig estates which has access to 2000 West. This would answer the concern in the ordinance of PRD's Zones needing to have direct access to main arterials.

FIFTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR CRAIG ESTATES, A CLUSTER SUBDIVISION

24 January 2012

This amendment ("Declaration") is made and executed on the date shown below by the Owners at Craig Estates after having been voted upon and approved.

WHEREAS, the declaration of Covenants, Conditions, and Restrictions for Craig Estates, a cluster subdivision, dated 25 June 1999, was recorded on 1 July 1999, as Entry No. 1529355 in Book 2527 at Page 488 ("The Declaration"), and

WHEREAS, the Declaration was amended pursuant to the **First Amendment** to Declaration of Covenants, Conditions, and Restrictions for Craig Estates Homeowners Association recorded 19 June 2001 as Entry No. 1669001, in Book 2830 Page 719, and

WHEREAS, the Declaration was amended pursuant to the **Second Amendment** to Declaration of Covenants, Conditions, and Restrictions for Craig Estates Homeowners Association recorded on 20 June 2001, as Entry No. 1669153 in Book 2831 at Page 126, and

WHEREAS, the Declaration was amended pursuant to the **Supplemental Declaration** to Declaration of Covenants, Conditions, and Restrictions for Craig Estates Homeowners Association and was recorded on 6 October 2006, as Entry No. 2208797 in Book 4133 at Page 1827, and

WHEREAS, the Declaration was amended pursuant to the **Third Amendment** to Declaration of Covenants, Conditions, and Restrictions for Craig Estates Homeowners Association recorded 15 June 2007, as Entry No. 2280160 in Book 4305 at Pages 86-115, and

WHEREAS, the Declaration was amended pursuant to the **Fourth Amendment** to Declaration of Covenants, Conditions and Restrictions for Craig Estates Homeowners Association and was recorded on 21 July 2008, as Entry No. 2380659 in Book 4577 at Pages 432-467, and

WHEREAS, the Declaration was amended pursuant to the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Craig Estates Homeowners Association and was Recorded on (Date), as Entry \_\_\_\_\_ in Book \_\_\_\_\_ at Pages \_\_\_\_\_, and

WHEREAS, it is necessary and desirable that the Declaration be superseded and amended in its entirety as provided for herein; and

WHEREAS, the undersigned represent all owners of real property herein referred to,

NOW, THEREFORE, in consideration of the premises and the agreements and consents herein contained, IT IS HEREBY AGREED that the Declaration shall be, and the same is, hereby amended in its entirety and replaced by the following provisions as follows:

**RECITALS:**

NOW, THEREFORE, the property subject to easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors, and assigns and shall be inure to the benefit of each Owner thereof is located in Davis County, Utah and described as follows:

SEE EXHIBIT "A" ATTACHED

**ARTICLE I**

**1. Definitions**

Unless the context clearly indicates otherwise, certain terms used in this Declaration and the foregoing Recitals shall have the meanings set forth in this Article 1.

**1.01 "Assessments"** shall have the meaning assigned to it in Article VIII herein.

**1.02 "Association"** shall mean and refer to Craig Estates Homeowners Association, Inc., (HOA) a Utah non-profit corporation, its successors and assigns.

**1.03 "Board of Directors"** or "Board" shall mean the governing board of the Association, which is appointed or elected in accordance with this Declaration and the Articles of Incorporation and the Rules and Regulations (R&R) of the Association.

**1.04 "Common Area"** shall mean all real property (including the improvements thereon) owned by the HOA for the common use and enjoyment of the Owners.

**1.05 "Common Expense"** shall have the meaning assigned to it in Section 8.04(a) herein.

**1.06 "Common Facilities"** shall mean all furniture, furnishings, equipment, facilities, and other personal property within the Project for the use and benefit of all Owners and all furniture, furnishings, equipment, facilities, and other real or personal property acquired in accordance with this Declaration by the Association for the use and benefit of all Owners. Common Facilities shall be deemed to be part of the Common Area except as otherwise expressly provided for in this Declaration.

**1.07 "Declaration"** shall mean this Fifth Amendment to Declaration of Covenants, Conditions, and Restrictions (CC&R) for Craig Estates, a cluster subdivision, dated 9 January 2012.

**1.08 "Lien"** shall have the meaning assigned to it in Section 9.03.2 herein.

**1.09 "Lot"** shall mean and refer to any one of the numbered plots of land within the boundary of the Project as such are shown upon and designated on the Plat for private ownership and individually numbered and are intended to be used and occupied by a single family, together with additional

## **Barber Development**

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numbered plots of land contiguous to the Parcel as shown upon and designated upon subsequently-recorded plats.

**1.10 “Lot Number”** shall mean and refer to the number, which designates a Lot on the Plat.

**1.11 “Mortgage”** shall mean any first mortgage, first deed of trust, or other security instrument, which constitutes a first lien by which a Lot, or any part thereof is encumbered.

**1.12 “Mortgagee”** shall mean (a) any person named as the mortgagee or beneficiary under any Mortgage by which the Lot of any Owner is encumbered on (b) any successor to the interest of such person under such Mortgage.

**1.13 “Owner”** shall mean any person or entity or combination thereof, which, according to the official records of the County Recorder, Davis County, State of Utah, which is maintained for such purpose, is the owner of fee simple title to any Lot. The term “Owner” shall not refer to any Mortgagee unless such Mortgagee has acquired title for other than security purposes.

**1.14 “Parcel”** shall mean the real property, as more particularly described in the Recitals above, which is the subject of the Declaration and the Plat.

**1.15 “Project”** shall mean all areas within the Parcel, including the Lots and Common Area, and any and all improvements constructed thereon which are the subject of this Declaration and the Plat.

**1.16 “Plat”** shall mean the certain subdivision plat entitled Craig Estates, a Cluster Subdivision, which plat has been recorded in the official records of the County Recorder, Davis County, State of Utah, which are maintained for such purpose, which Plat shall identify and describe all easements which exist on the Property.

**1.17 “Regular Assessment”** shall have the meaning assigned to it in Section 8.04.

**1.18 “Residential Home”** shall mean each individual single-family residence, including garages, patios, or other such similar facilities, which are constructed, or shall be constructed, upon each respective Lot within the Project.

**1.19 “Rules and Regulations”** (R&R) shall have the meaning assigned to it in Section 7.04 herein.

**1.20 “Special Assessment”** shall have the meaning assigned to it in Section 8.05 herein.

## **ARTICLE II**

### **1. Nature and Incidents of Ownership**

**2.01 Separate Ownership.** Each Lot, together with the Residential Homes and any other improvements constructed thereon, is and shall hereafter be a parcel of real property which may be separately held, conveyed, devised, mortgaged, encumbered, occupied, improved and otherwise used in accordance with the provisions of this Declaration.

### **2.02 Renting/Leasing of Homes – Restrictions**

WHEREAS, the home owners of Craig Estates desire to preserve and enhance the quality of life at Craig Estates and have purchased their homes at Craig Estates for the purpose of using their homes as an owner occupied single family residence; and

WHEREAS, the home owners believe the planned Home development living concept was developed to create a real property interest wherein individuals could own their own property and enjoy the benefits that accompany ownership of real property, including the stability associated with real property ownership, both individually and as a neighborhood, as well as the security that comes to a community by having residents who are owners and are committed to the long-term welfare and good of the community; and

WHEREAS, the home owners realize that the value of their homes is directly related to the ability to sell their homes, that the ability to sell their homes is directly related to the ability of prospective borrowers to obtain financing, and that underwriting standards at financial institutions and secondary mortgage markets restrict the percentage of non-owner occupied that can exist in a planned Home development, and further, when too high a percentage of non-owner occupied homes exist in a planned Home development, a buyer will not be able to qualify for favorable and competitive market interest rates and financing terms, thus inhibiting home owners' ability to sell their homes and depressing the value of all the homes at Craig Estates; and

WHEREAS, the home owners desire to live in a community that is orderly, peaceful, well maintained and desirable, and that will allow for and protect the comfortable enjoyment of all residents of Craig Estates, and have determined through the years of their collective experience that home owners are more responsive to the needs of the community, take greater interest and care of the Common Area and are generally more respectful of the Association rules;

THEREFORE, to accomplish the homeowners' objectives, the following information is adopted restricting the lease/rental and lease-to-own arrangements of homes at Craig Estates HOA.

1. For purposes of this section, a "Family Member" means the parent, sibling, child or grandchild of an Owner.

For purposes of this section, a "Non-Owner Occupied Home" means: (a) For a Residential Home owned by one or more individuals, the Residential Home is occupied, but is not occupied by an Owner or an Owner's Family Member as a primary residence; or (b) For a Residential Home owned by a trust or other entity created for estate planning purposes, the Residential Home is occupied, but is not occupied by the estate planner (for whom the trust or other entity was created) or his/her parent, child, grandchild or sibling.

No more than six (6) Residential Homes are permitted to be Non-Owner Occupied Homes at any one time.

All Non-Owner Occupied Homes must be professionally managed by a Board-approved, licensed, bonded, and insured Property Management Company.

## Barber Development

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Owners are not eligible to have a Non-Owner Occupied Home until they have occupied their Home for a minimum of one (1) year. An Owner must obtain approval from the Board in order to have a Non-Owner Occupied Home. Provided the cap set forth in paragraph 3 has not been met or exceeded, the Board shall grant approval, which approval shall be temporary, in a duration that is determined by the Board in its discretion and does not exceed four (4) cumulative years.

The Board may adopt rules with further management, reporting, and procedural requirements related to Non-Owner Occupied Homes, including requiring that certain information and documentation be provided as part of the approval process. Once the cap set forth in paragraph 3 is reached, the Board shall maintain a waiting list of Owner applicants to be notified when there is an opening.

The Owners of all Homes must comply with the following provisions:

Any lease or agreement for otherwise allowable non-owner occupancy must be in writing, must be for an initial term of at least twelve (12) months, and shall provide as a term of the agreement that the Resident shall comply with the Declaration, the Bylaws, and the Rules, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for non-owner occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the Resident;

If required in the Rules of the Association or requested by the Board, a copy of any lease or other agreement for non-owner occupancy shall be delivered to the Association within the time period provided for in the Rules or by the Board;

Notwithstanding any non-owner occupancy, Owners remain responsible for payment of assessments;

A non-owner occupant may not occupy any Home for transient, short-term (less than twelve months), hotel, resort, vacation, or seasonal use (whether for pay or not);

Daily and weekly occupation by non-owner occupants is prohibited (whether for pay or not); and

The Owner(s) of a Home shall be responsible for the Resident's or any guest's compliance with the Declaration, Bylaws, and Rules. In addition to any other remedy for noncompliance with this Declaration, the Association shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the offending non-owner occupant. The Association and the Board shall not have any liability for any action taken pursuant to this subparagraph, and the Owner shall indemnify and pay the defense costs of the Association and the Board arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph.

2. Lease-to-own arrangements, in which title to the property is held by someone other than a resident, will not be permitted beginning 16 August 2011, with the exception of lease-to-own arrangements that are currently in place as of 16 August 2011. These current arrangements will be permitted until they end under their own terms, title to the property is transferred (in which case the new owner must occupy the property), or the lessee/purchaser ceases residency of the property, whichever occurs first.

3. Any home owner who violates this section shall be subject to a fine of \$100.00 a day per violation notice of non-compliance, according to the provisions set forth in the Craig Estates HOA Rules and Regulations, and/or to a complaint for an injunction seeking to terminate the lease/rental or lease-to-own arrangement in violation of this section. If the Craig Estates Board of Directors is required to retain legal counsel to enforce this section, with or without the filing of legal process, the violating home owner shall be liable for all attorney fees and court costs incurred by the Board of Directors in enforcing this section.

**2.03 Use and Occupancy.** Subject to the limitation contained in this Declaration, each Owner shall have the non-exclusive right to use and enjoy the Common Areas and the exclusive right to use and enjoy said Owner's Lot.

**2.04 Exterior of Residential Homes.** Each Owner shall keep the exterior of his or her Residential Home, including, without limitation, exterior walls, roofs, gutters, drain spouts, all exterior building surfaces, and any and all other exterior improvements to the Lot in a sanitary condition and in a state of good repair. All such maintenance and repair shall be for the purpose of maintaining said Residential Home in a manner consistent with existing design, materials, colors, and other such items in use on other Residential Homes within the Project unless different materials shall have been previously approved in writing in accordance with the provisions of Section 2.07 hereof.

In the event that any such Residential Home should develop an unsanitary condition or fall into a state of disrepair, and in the event that the Owner of such Residential Home shall fail to correct such condition promptly following written notice from the Association, the Association shall have the right, at the expense of the Owner, and without liability to the Association for trespass or otherwise, to enter upon said Owner's Lot and correct or eliminate said condition.

**2.05 Maintenance of Lots.** The Association shall be responsible for aerating, edging, and fertilizing, mowing, trimming and weed and pest control for all Lot lawns.

The Homeowner shall be responsible to keep their Lot, including without limitation, all trees, shrubs, flower beds and grounds, including their sprinkler system, in a sanitary condition and in a state of good repair, free from all accumulation of weeds, refuse, rubbish or abandoned articles of any kind. Homeowner's sprinkler systems are to be repaired at the Owner's expense.

In the event that any Owner of such Residential Lot should allow their Lot to develop an unsanitary condition, have weeds in the flower beds, or fall into a state of disrepair, and in the event that the Owner of such Residential Home shall fail to correct such condition, a notice will be sent. If the first notice is not complied with, a second notice will be given, a fine of \$25.00 will be assessed and a new time limit will be given. If the second written notice and time limit from the Association is not complied with, the

## **Barber Development**

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Association shall have the right, at the expense of the Owner, and without liability to the Association for trespass or otherwise, to enter upon said Owner's Lot and correct or eliminate said condition.

**2.06 Common Area Maintenance.** The Association shall be responsible to keep Common Areas, including Craig Park, in a state of good repair and maintenance, free from all damage and accumulations of snow on walks, refuse, rubbish, and other inappropriate materials of any kind. (See Rules and Regulations for Craig Park reservations and procedures.)

### **2.07 Architectural Control.**

1. No building, fence, wall or other structure on any Lot shall be commenced, erected, or maintained, nor shall any exterior addition to or change (including painting) or alteration therein be made until Plans and Specifications showing the nature, kind, shape, height, colors, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location to surrounding structures and topography by the Board and Architectural Committee composed of three (3) or more representatives appointed by the Board. No fence or fences of any nature whatsoever shall be constructed, placed upon, or maintained on any Lot or any portion thereof without the express prior written approval of the Board and Architectural Committee. **No permanent personal fencing is permitted for those homes that are bordered by Common Areas.**

2. No trailer, boat, truck larger than  $\frac{3}{4}$  ton, recreational vehicle or similar vehicle shall be parked on a permanent basis on a lot at Craig Estates unless it is parked inside a garage. As used herein, permanent basis means more than seven (7) days out of any thirty-day period. Owners may not install parking pads on their lot that could be used to park vehicles prohibited by this section, nor shall Owners install additional pads on their lot except as approved by the Architectural Committee under Section 2.07.1 herein.

**2.08 No Subdivision.** No Owner shall cause a Lot or Residential Home to be divided in any manner so as to permit the permanent occupancy and ownership thereof by more than one family, and any documents purporting to convey any portion of a Lot or Residential Home shall be void and of no effect unless a transfer shall be approved in writing in accordance with the provisions of Section 2.07.

## ARTICLE III

### 2. **Title to Lots and Common Area**

**3.01 Title to Lots.** Title to a Lot within the Project may be held or owned by any person or entity or any combination thereof and in any manner in which title to any other real property may be held or owned in the State of Utah, including, without limitation, joint tenancy or tenancy in common.

**3.02 Title to Common Area.** Title to the Common Areas within the Project shall be held in the name of the Association and is subject to the rights of any Owner to the non-exclusive use of the Common Area in any manner that does not hinder or encroach upon the rights of others and is not contrary to the provisions of this Declaration and to any Rules and Regulations promulgated by the Association for the use thereof.

**3.03 Inseparability.** Every devise, encumbrance, conveyance, or other disposition of a Lot shall be construed to be a devise, encumbrance, conveyance, or other disposition of the entire Lot, together

with all appurtenant rights created by law or by this Declaration, including appurtenant membership in the Association as hereinafter set forth.

**3.04 No Partition.** The Association shall own the Common Areas, and no Owner may bring any action for partition thereof.

**3.05 Separate Mortgages by Owners.** Each Owner shall have the right separately to mortgage or otherwise encumber his or her Lot. No Owner shall attempt to, or shall have the right to mortgage or otherwise encumber the Common Areas or any part thereof. Any mortgage or any encumbrance of any Lot within the Project shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure through private power of sale, judicial foreclosure, or otherwise.

**3.06 Separate Taxation.** Each Lot in the Project shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision thereof or of any special improvement district or of any other taxing or assessing authority. For purposes of assessment, the valuation of the Common Areas shall be assessed separately from the Lots. No forfeiture or sale of any Lot or any Residential Home constructed thereon for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect title to any other Lot.

**3.07 Mechanic's Liens.** No labor performed or material furnished for use in connection with any Lot or Residential Home constructed thereon with the consent, or at the request of, an Owner or his or her agent or subcontractor shall create any right to file a statement of mechanic's lien against a Lot of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Areas unless such work shall have been performed upon express written consent of the Association and the labor performed or material furnished shall have been provided directly for the improvement, repair, or construction of the Common Areas.

**3.08 Description of Lot.** Each respective Lot shall be legally described for all purposes by using the applicable Lot number as established on the Plat.

## ARTICLE IV

### 3. Easements

**4.01 Right to Ingress, Egress, and Enjoyment.** Each Owner shall have the right to ingress and egress over, upon, and across the Common Areas and shall have the right of easement and enjoyment in and to the Common Areas which shall be appurtenant to and pass with the title to every Lot subject to the terms and conditions of said easements as herein set forth.

**4.02 Delegation of Use.** Any Owner may delegate, in accordance with the Rules and Regulations, his or her right of enjoyment to the Common Areas and any recreational facilities located thereon to the members of his or her family and his or her tenants and shall be deemed to have delegated said rights to contract purchasers who reside on said Owner's Lot.

**4.03 Easement for Maintenance of Lots.** The Association, its agents, employees, or subcontractors, shall have the right of easement over and across each Lot, but not to any portion of the

## Barber Development

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interior of any Residential Home, for the purpose of maintaining or inspecting the Lot in accordance with the provisions of this Declaration.

### ARTICLE V

#### 4. Restrictions on Use

##### 5.

**5.01 Residential Uses.** All Lots are intended to be used for single-family residential housing and are restricted to such use. No Residential Home shall be used for business or commercial activities without permission of the Board. As used herein, “single-family” shall mean: persons related to each other by blood within two generations or legally related to each other by marriage or adoption, or a group of not more than three (3) persons not all so related, inclusive of their domestic servants, who maintain a common household in a residence on a Lot. Notwithstanding the definition of single-family, because Craig Estates is zoned as a high-density housing area, no more than two people shall reside in any bedroom in any home and no more than a total of eight people shall be permitted to reside in any home built on a Lot within Craig Estates. No Owner shall permit more than three vehicles to be parked on a Lot (including inside the garage) on a permanent basis. As used herein, permanent basis means no more than ten days out of any thirty-day period. The Board of Directors must approve any deviation.

**5.02 No Noxious or Offensive Activity.** No noxious, offensive, or illegal activity shall be carried on in or upon any part of the Project, nor shall anything be done or placed in or upon any part of the Project which is or may become a nuisance or may cause embarrassment, disturbance, or annoyance to residents, including but not limited to loud or disturbing behavior by pets and children. No activities shall be conducted, nor improvements constructed, in or upon any part of the Project, which are or may become unsafe or hazardous to any person or property. No automobile or other vehicles shall be parked on a street within the Project or at any other location within the Project, which impairs or tends to impair vehicular or pedestrian access within the Project or to and from its various parts.

**5.03 Restrictions on Animals.** The HOA and the City of Syracuse adopt and adhere to the Davis County’s “Comprehensive Animal Control Ordinance. Section 6.12.060 “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 two (2) dogs.” There can be no more than a total of two pets per HOA residence. The animal cannot become a nuisance either through damage, unsanitary conditions, unreasonable odors, and noise or safety concerns. Whenever a dog is allowed outside, it shall be on a leash or some other appropriate restraint. Dogs must be no taller than 15 inches at shoulder height when full grown as of 16 August 2011. Dogs larger than as stated above in residence prior to 16 August 2011 will be grandfathered in the restrictions.

**5.04 Prohibition of Damage and Certain Activities.** Except with the prior written consent of the Board of Directors, nothing shall be done or kept in any Residential Home or upon any Lot which would result in cancellation of any insurance on the Project or any part thereof, nor shall anything be done or kept in any Residential Home which would increase the rate of insurance on the Project or any part thereof over that which, but for such activity, would be paid. Nothing shall be done or kept in any Residential Home, upon any Lot, or upon the Common Areas, or upon any part of the Project, which would be in violation of any statute, ordinance, regulation, rule, permit, or other validly imposed requirement of any governmental authority. No damage to, or waste of, the Common Areas or Common Facilities or any part thereof shall be committed by any Owner or guest or invitee of any Owner, and each such Owner shall indemnify and hold harmless the Association and the other Owners against all loss resulting from any such damage or waste caused by such Owner, his or her family guests, tenants, licensees, or invitees.

**5.05 Rules and Regulations.** Each Owner and any person or persons occupying a Lot or using any facility within the Project shall comply with each and every provision of the Rules and Regulations governing use of the Project. Rules and Regulations may from time to time be adopted, amended, or revised by the Association pursuant to Section 7.04 herein.

**5.06 Construction Exemption.** During the construction of any permitted structures or improvements, the provisions, covenants, conditions, and restrictions contained in this Declaration shall be deemed waived to the extent necessary or convenient to permit such construction; provided, however, that, during the course of such construction, nothing shall be done which will result in a violation of said provisions, covenants, conditions, or restrictions upon completion of the construction.

## ARTICLE VI

### 6. The Association

**6.01 The Association.** The administration of this Project shall be through the Craig Estates Homeowners Association, Inc., a Utah non-profit corporation, which has been organized and will be operated to perform the functions and provide the services contemplated in this Declaration. Said Association shall operate in accordance with the laws of the State of Utah, and with the Articles of Incorporation of the Association and the Rules and Regulations of the Association, which have been adopted in accordance therewith.

**6.02 Membership.** Each Owner shall be entitled and required to be a Member of the Association. Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Lot is held by more than one person, the membership appurtenant to that Lot shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which title to the Lot is held. An Owner shall be entitled to one membership for each Lot owned by said Owner. Each Membership shall be appurtenant to the Lot to which it relates and shall be transferred automatically by conveyance of that Lot. Ownership of a Lot within the Project cannot be separated from membership in the Association, and any devise, conveyance, or disposition of a Lot shall be construed to be a devise, conveyance, or other disposition, respectively, of that Owner's membership in the Association and all rights appurtenant thereto. No person or entity other than an Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Lot.

**6.03 Board of Directors.** A Board of Directors shall govern the Association as the same shall be established and defined in the Rules and Regulations of the Association. Interpretation, changes, disputes or questions to the CC&R or the Rules and Regulations will be resolved and managed by a majority vote of the Board of Directors.

**6.04 Votes.** Each Owner shall be entitled to one (1) vote for each Lot owned. If membership is jointly held; all or any holders of the joint membership may attend any and all meetings of the Members of the Association, but such holders of the joint membership must act unanimously to cast one (1) vote relating to their joint membership.

**6.05 Power of Attorney and Amendments.** Each Owner makes, constitutes, and appoints the Association the true and lawful attorney in said Owner's name, place, and stead to make, execute, sign, acknowledge, and file with respect to the Project such appointments to this Declaration and the Plat as may be required by law or by vote taken pursuant to the provisions of this Declaration.

## **2. ARTICLE VII**

### **▪ Certain Rights and Obligations of the Association**

**7.01 The Common Area.** The Association, subject to the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the exclusive management, control, operation, and maintenance of the Common Area, including all improvements thereon (including the Common Facilities), and shall keep the same in a good, clean, attractive, safe, sanitary order and repair. All goods and services procured by the Association in performing its responsibilities under the Section shall be paid for with funds from the Common Expense Fund.

**7.02 Miscellaneous Goods and Services.** The Association may obtain or pay for out of the Common Expense Fund the services of such personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may also obtain or pay for out of the Common Expense Fund legal and any accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. In addition to the foregoing, the Association may acquire and pay for out of the Common Expense Fund water, sewer, garbage collection, electrical, gas, and other necessary or desirable utility services for the Common Areas and insurance, bonds, and other goods and services common to the Lots and necessary to implement the intent of this Declaration.

**7.03 Property Acquisition.** The Association may acquire (by purchase, lease, or otherwise), hold and dispose of real, personal, and mixed property of all types for the use and benefit of all Owners. The costs of acquiring all such property, including Common Facilities, shall be paid for out of the Common Expense Fund and all proceeds from the disposition of such property shall be part of the Common Expense Fund.

**7.04 Rules and Regulations.** The Board of Directors may make reasonable Rules and Regulations governing the Project, which includes Common Areas, and Common Facilities, provided however, that such Rules and Regulations shall be consistent with the rights and obligations established by this Declaration. The Board shall send by first class U.S. mail, e-mail or hand deliver to each Owner, at the address set forth in the Register of Owners established in the Rules and Regulations, a copy of all such Rules and Regulations, all amendments thereto and any rescissions thereof. Such Rules and Regulations shall take effect the date approved by the governing board. The Board or any aggrieved Owner may initiate and prosecute appropriate legal proceedings against an offending Owner to enforce compliance with such Rules and Regulations or to recover damages caused by non-compliance therewith as may be permitted by law. In the event the Board shall initiate any such legal proceedings, the Association shall be entitled to recover from the offending Owner costs and expenses incurred by the Association in connection with such proceedings, including court costs and reasonable attorney's fees both before and after judgment.

**7.05 Creation of Easements.** The Board may, without vote or consent of the Owners or of any person, grant or create, on such terms, as it deems advisable, reasonable utility and similar easements

over, under, across, or through the Common Areas, which may be determined by the Association to be reasonably necessary.

**7.06 Implied Rights.** The Association may exercise any right or privilege given to it expressly by this Declaration or by law and every other right or privilege reasonably implied from the existence of any right, privilege, or duty given to it herein or reasonably necessary to effectuate any such right, privilege, or duty.

**7.07 Powers of the Association.** Notwithstanding the powers of the Association as set forth in this Article VII, neither the Association nor the Board of Directors as delegee of the Association's powers and duties shall enter into a contract with a third person or entity whereby such person or entity shall furnish goods or services for the Project for a term longer than one to three years at the discretion of the Board of Directors.

**7.08 Financial Statements.** The Board of Directors shall cause financial statements for the Association to be prepared at least annually, or at more frequent intervals if required by a majority vote of the Owners, and cause copies thereof to be made available to all Owners. Such statements shall be prepared in accordance with normally accepted accounting procedures and presented in such a manner as to fairly and accurately reflect the financial condition of the Association. The financial books of the Association shall be available for inspection by any Owner at any time during the normal business hour/day (by appointment) of the Association Treasurer. Nothing herein shall be construed to require an audit of the Association's financial records by a certified public accountant.

## ARTICLE VIII

### 7. Assessments

**8.01 Assessments.** The Association shall have the right to charge to, and collect from, each Owner of a Lot within the Project said Owner's equal share of all sums which are expended on behalf of all Owners and all sums which are required by the Association to perform or exercise the functions, duties, rights, and powers of the Association under this Declaration, the Articles of Incorporation of the Association, or the Rules and Regulations adopted in accordance with the provisions thereof. All such sums, which are charged and collected for such purposes, shall be collectively referred to herein as "Assessments." The term "Assessments" shall also include each and every annual Regular Assessment and each and every Special Assessment levied in accordance with the provision hereof.

**8.02 Agreement to Pay Assessments.** Each Owner shall be deemed to covenant and agree with the Association to pay to the Association all Assessments made for the purposes provided for in this Declaration. Such Assessments shall be fixed, established and collected from time to time as provided in this Article.

**8.03 Commencement of Assessments.** Regular Assessments shall commence against all Lots on the first day of the first calendar month following recordation of a conveyance instrument transferring the Lot within the Project to an Owner.

**8.04 Regular Assessments.** A Regular Assessment shall consist of each Owner's equal share of the estimated annual total of: (1) the amount which is reasonably anticipated to be expended on behalf of all Owners, and (2) the sum of all amounts which are required to perform or exercise the rights,

## Barber Development

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powers, and duties of the Association during each fiscal year. A Regular Assessment shall be computed and levied annually against each Lot in accordance with the provisions hereof as follows:

**1. Common Expense.** Each Regular Assessment shall be based upon an advance estimate of the Association's cash requirements to provide for payment of all estimated expenses arising out of, or connected with, maintenance and operation of the Common Areas as set forth in Section 7.01 hereof, the maintenance of the Lots as set forth in Section 2.05 hereof, and for the provision of utility services (to the extent not separately metered or billed), and all other common items to the Project for the fiscal year for which the Regular Assessment is being made. Such estimated expenses may include, among other things, and without limitation, the following: expenses of management; governmental taxes, special assessments, and real property taxes attributable to the Common Areas; premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance of the Common Areas and the Lots; cost of capital improvements to Common Areas; utility charges for utility services provided to the Common Areas; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve (\$10,000.00 or more); and any other expenses and liabilities which may be incurred by the Association. Such shall constitute the estimated Common Expense, and all funds received from assessments under this Section 8.04 shall be part of the Common Expense Fund;

**2. Apportionment.** Expenses attributable to the Common Expense or to the Project as a whole shall be apportioned among, and assessed to, each Lot on an equal basis.

**3. Notice and Payment of Regular Assessment.** Each Regular Assessment shall be made on a January 1 through December 31 fiscal-year basis. On or before January 1 each year, the Association shall give written notice to each Owner as to the amount of the Regular Assessment with respect to his or her Lot for the fiscal year commencing on January 1 immediately following such date. If no notice of assessment change is issued, the existing assessment will remain in force. Failure of the Association to give timely notice of any Regular Assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, nor shall such failure affect the liability of the Owner of any Lot for payment of such Regular Assessment. Each Regular Assessment shall be payable in one of two options as follows:

- (a) The full yearly Regular Assessment may be paid in full prior to the 25<sup>th</sup> day of January of each respective fiscal year and shall receive a 5% discount due to the benefit the Association is receiving by having the money in its bank account and the saving it receives by not having to handle twelve separate payments and deposits; or
- (b) The Regular Assessment may be paid in twelve equal monthly installments due on the first day of each month commencing January 1, and shall be subject to a late charge of ten percent (10%) of the monthly fee for payments received after the 14<sup>th</sup> day of the month.

**4. Inadequate Funds.** In the event that the Common Expense Fund proves inadequate during any fiscal year for whatever reason, including non-payment of Owner's Assessments, the Association may either borrow funds and/or levy additional Assessments in accordance with the procedure set forth in Section 8.05, except that the vote herein specified shall not be necessary. If the Association elects to levy such an additional assessment, then no such assessment or assessments levied in any fiscal year may, in the aggregate, exceed five percent (5%) of the

Common Expense Fund for that fiscal year without the vote or written consent of a majority of owners.

**5. Increase in Regular Assessments.** The amount of Regular Assessment shall not exceed twenty percent (20%) of the Regular Assessment amount for the immediately preceding fiscal year unless a majority of Owners shall consent to a greater increase by vote or written consent.

**8.05 Special Assessments.** In addition to the Regular Assessment authorized by this Article, the Association may levy, at any time, and from time to time, upon the affirmative vote of at least fifty percent (50%) of the total votes of the Association, Special Assessments, payable over such periods as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Any amounts assessed pursuant hereto shall be assessed to Owners, in the same manner as other assessments. Notice in writing of the amount of such Special Assessments and the time for payment thereof shall be given promptly to the Owners, provided that no payment shall be due less than thirty (30) days after such notice shall have been given. All unpaid portions of such Special Assessments shall bear interest at the rate of one and one-half (1.5%) per month from the date such portion become due in accordance with the above-mentioned notice until paid. All funds received from assessments under this Section 8.05 shall be part of the Common Expense Fund.

**8.06 Lien for Assessments.** All sums assessed to the Owner of any Lot within the Project pursuant to the provisions of this Article VIII, together with interest and penalties thereon as provided herein, shall be secured by a Lien on such Lot in favor of the Association as more particularly set forth in Section 9.03.2.

**8.07 Personal Obligation of Owner.** The amount of each and every Regular Assessment and Special Assessment against any Lot with the Project shall be the personal obligation of the Owner of such Lots to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any Common Areas or by abandonment of his or her Lot, or by waiving any services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment for unpaid Assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including court costs and reasonable attorney's fees both before and after judgment.

**8.08 Fines.** Any Homeowner may be fined for violations as stated in the Rules and Regulations as determined by a majority vote of the Board of Directors. The fine schedule is listed in the Rules and Regulations and can be adjusted or levied by a majority vote of the Board of Directors.

**ARTICLE IX**  
**Enforcement of Restrictions**

8.

**9.01 General.** Each Owner shall comply with the provisions of this Declaration, the Rules and Regulations, and the decisions and resolutions of the Association and the Board of Directors adopted pursuant thereto as the same may be lawfully amended, modified, or adopted from time to time. The Board of Directors shall have full power to enforce compliance with this Declaration, and Rules and Regulations in any manner provided for by law or in equity, including, without limitation, the right to bring an action for damages, an action to recover sums due, an action to enjoin a violation or specifically enforce the provisions thereof, and the ability to assess fines consistent with the Community Association Act, which shall be set forth in the Rules and Regulations of the Association as adopted by the Board. Said action or actions may be maintainable by the Association, or in a proper case, by an aggrieved Owner. In the event of any action by the Association to recover Assessments or other amounts due hereunder, or to enforce the provisions hereof, the Association shall be entitled to recover from the offending Owner all costs and expenses incurred by the Association in connection with such action, including court costs and reasonable attorney's fees. The obligations, provisions, covenants, restrictions, and conditions contained in this Declaration, as the same may be lawfully amended or supplemented, with respect to the Association and/or the Lots within the Project, shall be enforceable by the Association, or by an Owner through a proceeding for prohibitive or mandatory injunction. The rights and remedies herein provided shall be in addition to any and all other rights now or hereafter provided by law for enforcement of the provisions of this Declaration, the Articles of Incorporation, The Rules and Regulations, and decisions and resolutions of the Association adopted pursuant thereto.

**9.02 Interest.** Unless otherwise specifically set forth in this Declaration, all sums payable hereunder by an Owner shall bear late fees at the rate of 10 percent (10%) of the HOA fee per month from the due date.

**9.03 Certain Specific Enforcement Powers.** In amplification of, and not in limitation of, the general powers specified in Section 9.01 above, the Association shall have the following:

- 1. Suspension of Privileges.** If any Owner shall be in breach of this Declaration, or Rules and Regulations, including, but not limited to, the failure of such Owner to pay any Assessments on or before the due date thereof, subject to the limitations hereinafter set forth in this paragraph, the Association may suspend the Owner's right to occupy the Common Areas and to use Common Facilities and the right of such Owner to participate in any vote or other determination provided herein. The decision as to whether such privileges should be suspended shall be made by a majority of the members of the Board present at a special meeting of the Board duly called and held for such purpose. No suspension under this paragraph shall be effective until written notice has been given to the Owner of the suspension, the reasons therefore, and the actions that must be taken by said Owner to have all suspended privileges reinstated. If such suspension of privileges is based on the failure of an Owner to pay Assessments when due, the suspended privileges of an Owner shall be reinstated automatically at such time as the Owner shall have paid to the Association, in cash or by cashier's or certified check, all amounts past due as of the date of such reinstatement. If such suspension of privileges is based on any act or omission other than the failure to pay Assessments or any other amounts due hereunder when due, no such suspension shall be made except after a meeting of the Board of Directors of the Association at which a quorum

of the Board is present, duly called and held for such purpose. Written notice of such meeting shall be given to the Owner whose privileges are being sought to be suspended for any act or omission other than the failure to pay Assessments at least ten (10) days prior to the holding of such meeting. Such Owner shall be entitled to appear at such meeting and present his or her case or provide a written response to the Board no later than the time scheduled for such meeting as to why privileges should not be suspended (if any portion of this paragraph is not in compliance with the Community Association Act, the Board shall enact Rules and Regulations in compliance therewith to enforce this paragraph).

**2. Enforcement by Lien.** If any Owner shall fail or shall refuse to make any payment of any Assessments when due, the amount thereof shall constitute an encumbrance on the entire interest of the said Owner's Lot against which the Assessment has been levied. All of the rights and powers associated with such encumbrance on an Owner's Lot shall be collectively referred to herein as a "Lien." To evidence a Lien for sums assessed to Article VIII, the Association shall prepare a written Notice of Lien setting forth the amount of the Assessment or Assessments, the due date thereof, the amount or amounts remaining unpaid, the name of the Owner, a legal description of the Owner's Lot, and a statement that the amount of the Lien shall also include all costs and expenses, including attorney's fees, incurred in preparation, perfection, and enforcement of the Lien. Such Notice of Lien shall be signed and acknowledged by a duly authorized agent of the Association and shall be recorded in the office of the County Recorder of Davis County, State of Utah. No Notice of Lien shall be recorded until there is a delinquency in the payment of an Assessment. Such Lien may be enforced by sale or foreclosure of the Owner's interest in said Owner's Lot by the Association or its duly-authorized agent. Such sale or foreclosure shall be conducted in accordance with the provisions of Utah law applicable to the exercise of the powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted by the laws of the State of Utah. The Lien may be satisfied and released upon payment to the Association, in cash or certified funds, the amount set forth in the Lien, all of the Association's expenses and attorney's fees incurred in the preparation, perfection, and enforcement of the Lien, and any Assessments against the lot which may have become due since the date of said Lien. The Association shall have the right and power to bid in at any foreclosure sale, and to hold to, lease, mortgage, or convey the subject Lot.

**8.04 Priority of Lien.** Upon recordation of the Notice of Lien, the Lien provided for herein shall be a charge or encumbrance upon the Owner's interest in the Lot prior to all other liens and encumbrances, recorded or unrecorded, except only tax and special assessment liens on the Lot in favor of any municipal assessing or taxing district and any encumbrances on the interest of the Owner recorded prior to the date when such Notice of Lien is recorded which, by law, would be a lien prior to subsequently-recorded encumbrances.

## **ARTICLE X**

### **9. Insurance**

## **Barber Development**

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**10.01 Types of Insurance.** The Association shall obtain and keep in full force and effect at all times the following types of insurance coverage, provided by companies licensed to do business in the State of Utah:

**1. Public Liability and Property Damage Insurance.** The Association shall obtain a broad form of comprehensive liability insurance coverage to provide adequate protection against liability for personal injury, death, and property damage in amounts not less than Five Hundred Thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence with regard to injury or death and not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence with respect to property damage. Coverage shall include, without limitation, liability for operation of vehicles and equipment on behalf of the Association and all activities in connection with the ownership, operation, maintenance, and other use of the Project and the facilities located therein;

**2. Fidelity Insurance or Bond.** The Association may purchase, in such amounts and in such forms as it deems appropriate, fidelity insurance or a bond to cover against dishonesty of employees, destruction or disappearance of money or securities, and forgery.

**10.02 Form of Insurance.** Insurance coverage relating to the Project, insofar as possible, shall be in the following form:

**1. Casualty Insurance.** Casualty insurance shall be carried in a form or forms naming the Association as the insured. Each policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten (10) days' prior written notice.

**2. Public Liability and Property Damage Insurance.** Public liability and property damage insurance shall name the Association as the insured and shall protect the Association, and the Board of Directors against liability for acts or omissions of the Association, and the Board of Directors in connection with the ownership, operation, maintenance, or other use of the Project or any part thereof. Each such policy shall provide that it cannot be cancelled either by the insured or the insurance company until ten (10) days' prior written notice to the Board of Directors.

**3. Policies.** The Association shall make every effort to secure insurance policies that will provide that:

(a) The insurer shall waive subrogation as to any claims against the Association, the Board of Directors, agents and guests;

(b) The policy or policies on the Project cannot be cancelled, invalidated, or suspended on account of the conduct of any one or more individual Owners, without a prior demand in writing that the Association cure the defect; and

(c) The policy or policies on the Project cannot be cancelled, invalidated, or suspended on account of the conduct of any officer, or employee of the Association without a prior demand in writing that the Association cure the defect; and

(d) Any "no other insurance" clauses in the policy or policies on the Project shall exclude individual Owners' policies from consideration.

**10.03 Insurance Proceeds.** The Association shall receive the proceeds of any casualty insurance payments made under policies obtained and maintained by the Association pursuant to this Article. To the extent that reconstruction or repair is required herein, all proceeds of such insurance shall be made available as a fund for such reconstruction or repair and shall be disbursed by the Association as provided in Article XI.

**10.04 Additional Coverage.** The provisions of this Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required by this Declaration in such amounts and in such forms as the Association may deem appropriate from time to time.

**10.05 Adjustment and Contribution.** Exclusive authority to adjust losses under policies hereafter in force on the Project shall be vested in the Association. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees.

**10.06 Owner's Own Insurance.** Notwithstanding any other provisions of this Article, each Owner shall be responsible to obtain insurance at his or her own expense providing coverage upon his or her Lot, Residential Home, and any and all other improvements located thereon his or her personal property, for his or her personal liability, and covering such other risks as he or she may deem appropriate; provided that each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this Article.

**10.07 Review of Insurance.** The Association shall review annually the coverage and policy limits of all insurance on the Common Areas and Common Facilities and adjust the same at its discretion within the limitations set forth within this Article. Such review may include an appraisal of the improvements in the Project by a representative of the insurance carrier or carriers providing the policy or policies on the Project, or by such other qualified appraisers as the Association may elect.

## **ARTICLE XI**

### **10. Damage or Destruction**

**11.01 Damage or Destruction of Lot or Residential Home.** In the event that a Lot or any improvement located thereon, including a Residential Home, is damaged or destroyed by fire or other casualty, the Owner thereof shall cause such Lot or Residential Home to be promptly repaired, restored, or reconstructed to the extent required to restore the Lot or Residential Home to substantially the same condition in which it existed prior to the occurrence of the damage or destruction. In addition, if any Common Area is damaged or destroyed in connection with the repair, restoration, or reconstruction of a damaged Lot, then the cost of repair, restoration, or reconstruction of the Common Area so damaged shall be paid by the Owner of the said Lot.

**11.02 Damage or Destruction of Common Areas.** In the event that the Common Areas or any portion thereof, any improvements constructed on the Common Areas, or any Common Facilities are damaged or destroyed by fire or other casualty, the Association shall be responsible to promptly repair,

## **Barber Development**

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restore, replace, or reconstruct same to the extent required to return them to substantially the same condition in which they existed prior to the occurrence of the damage or destruction. The Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract or other instrument and may take all action which may be necessary or appropriate to exercise the powers herein granted and no consent or other action by any Owner shall be necessary in connection therewith.

**11.03 Repair or Reconstruction.** Repair, restoration, replacement, or reconstruction of damaged portions of the Project as used in this Article means restoring, by whatever means, method, or process that shall be necessary, the damage portions of the Project to substantially the same condition in which it existed prior to the damage, with each Lot and the Common Areas having substantially the same boundaries as before. The term “repair” as used herein shall be deemed to include, without limitation, each and every process or procedure necessary to comply with the intent of the Article.

**11.04 Estimate of Costs.** As soon as practicable after an event causing damage to or destruction of any part of the Common Areas and Common Facilities, the Association shall obtain complete and reliable estimates of the costs of repair of that part of the Common Areas or Common Facilities damaged or destroyed. As soon as practicable after receiving said estimates, the Association shall diligently pursue to completion the repair of that part of the Common Areas and Common Facilities damaged or destroyed.

**11.05 Funds for Reconstruction.** The proceeds of any casualty insurance collected by the Association due to damage to the Common Areas or Common Facilities shall be available to the Association for the purpose of repair of the Common Areas or Common Facilities. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair, the Association may levy, in advance, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair. Such Special Assessments shall be allocated and collected as provided in Section 8.05, except that the vote therein specified shall not be necessary. Further levies may be made in like manner if the proceeds of insurance and the Special Assessment collected prove insufficient to pay the costs of repair.

**11.06 Disbursement of Funds for Repair.** The insurance proceeds received by the Association and any amounts received from Special Assessments made pursuant to Section 11.05 shall constitute a fund for the payment of costs of repair after casualty. It shall be deemed that the first money disbursed in payment for cost of repair shall be made from insurance proceeds, if there is a balance after payment of all costs of such repair, such balance shall be deposited to the Common Expense Fund.

## **ARTICLE XII**

### **11. Condemnation**

**12.01 Condemnation of Lot.** If at any time or times during the continuance of ownership pursuant to this Declaration, all or part of one or more Lots shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article shall apply. A voluntary sale or conveyance of all or any part of a Lot, but under threat of condemnation, shall be deemed to be taken by power of eminent domain.

**12.02 Proceeds.** All compensation, damages, and other proceeds from any taking of a Lot by power of eminent domain (hereinafter “the Condemnation Award”) shall be made payable to the Owner of each respective Lot so condemned.

**12.03 Termination of Membership.** If all of a Lot is taken by condemnation, or if such a portion of a Lot is taken by condemnation such that the remaining portion of the Lot may not practically or lawfully be used for any purpose permitted in the Declaration, then the membership, vote, easement rights, liability for payment of the Assessments, and all other rights and duties granted by this Declaration which are appurtenant to such Lot shall be and are automatically terminated upon such taking.

**12.04 Remaining Portion of Lot.** If any portion of a Lot shall remain after a complete taking as set forth in Section 12.03, then the remaining portion thereof shall be subject to purchase by the Association, at the sole election of the Association, at the fair market value thereof after such condemnation is complete and less any portion of the Condemnation Award paid to the Owner of such Lot which is properly allocated to such remaining portion of the Lot. Any portions of a Lot so purchased by the Association shall be Common Area.

### ARTICLE XIII

## 12. Condemnation of Common Areas

**13.01 Condemnation of Common Areas.** If, at any time or times during the continuance of ownership pursuant to this Declaration, all or any part of the Common Areas or Common Facilities shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article shall apply. A voluntary sale or conveyance of all or any part of the Common Areas or Common Facilities in lieu of condemnation, but under threat of condemnation, shall be deemed to be a taking by power of eminent domain.

**13.02 Proceeds.** All compensation, damages, and other proceeds from any such taking of Common Areas or Common Facilities by power of eminent domain (hereafter “the Condemnation Award”) shall be made payable to the Association and shall be distributed by the Association as provided herein.

**13.03 Complete Taking.** In the event the entire Project is taken by power of eminent domain, ownership pursuant hereto shall terminate, and the Condemnation Award shall be allocated among, and distributed to, the Owners in proportion to their respective undivided interests in the Common Areas and Common Facilities. For the purposes of this Article, the undivided interest owned in common which shall appertain to each Owner shall be that percentage obtained by dividing one hundred (100) by the number of Lots existing in the Project immediately prior to the condemnation as such number is set forth in the Plat.

**13.04 Partial Taking.** In the event less than the entire Project is taken by power of eminent domain, the following shall occur:

**1. Allocation of Award.** If appointment of all allocation is established by applicable negotiations, judicial decree, or statute, the Association shall employ such apportionment and allocation to the extent appropriate. Otherwise, as soon as possible, the Association shall, reasonably and in good faith, apportion the Condemnation Award between compensation, severance damages, or other proceed, and shall allocate such apportioned amounts and pay the same to the Owners as follows:

- (a) The total amount apportioned to taking of or injury to the Common Areas shall be allocated and distributed to all Owners (including Owners whose entire Lots have been taken) in proportion to their respective undivided interests in the Common Areas;
- (b) The total amount apportioned to severance damages shall be allocated among, and distributed to, the Owners of those Lots that have not been taken in the proportion that said Owners' undivided interests in the Common Area bears to the total of all such Owners' undivided interests in the Common Areas;
- (c) The respective amounts apportioned to the taking of or injury to the particular Lot shall be allocated and distributed to the Owner or Owners of such Lot;
- (d) The total amount portioned to consequential damages and any other takings or injuries shall be allocated distributed as the Association determines to be equitable under the circumstances;
- (e) Distribution of allocated proceeds shall be made by check payable jointly to the each Owner and his or her respective Mortgagees, as appropriate.

**2. Continuation and Reorganization.** If less than the entire Project is taken by power of eminent domain, ownership pursuant hereto shall not terminate, but shall continue.

**3. Reconstruction or Repair.** Any reconstruction or repair necessitated by condemnation shall be governed by the procedures specified in Article XI hereof for cases of damage or destruction.

#### **ARTICLE XIV** **Mortgage Protection**

**14.01 Mortgage Protection.** No breach of any of the covenants, conditions, restrictions, or limitations contained herein shall defeat or render invalid the lien of any Mortgage made in good faith and for value; provided, however, that all such covenants, conditions, restrictions, and limitations contained herein shall be binding upon an Owner whose title is derived through foreclosure, Trustee's sale, or by deed or assignment in lieu of foreclosure.

**14.02 Priority of Liens.** No enforcement of any lien provision herein contained shall defeat or render invalid the lien of any Mortgage. All sums assessed in accordance with the provisions herein shall constitute a lien on each respective Lot prior and superior to all other liens except (1) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto; and (2) the lien or charge of any recorded Mortgage on such Lot in good faith and for value and recorded prior to the date on which any such assessment became due.

**14.03 Prior Liens Relate Only to Individual Lots.** All taxes, assessments and charges, which may become liens prior to the first Mortgage under local law shall relate only to the individual Lot and not to the Project as a whole.

**14.04 Mortgage Holder Rights in Event of Foreclosure.** Whenever the Mortgagee of a Mortgage of record obtains title to a Lot by the foreclosure of the Mortgage on the Lot or by deed or assignment in lieu of foreclosure, then such Mortgagee or any purchaser at a foreclosure sale shall take the Lot free of any claims for unpaid Assessments and charges against the Lot which accrued prior to the

date of the acquisition of title to such Lot by such acquirer except for claims for equal share of such Assessments or charges resulting from a equal reallocation of such Assessments or charges to all lots in the Project, including the mortgaged Lot. Such unpaid share of Assessments shall be deemed to the Common Expenses collectible prospectively equal from all of the Lots in the Project, including the Lot which has been acquired in accordance with the provisions of this Section.

**14.05 Notices to First Mortgage Holders.** The Association shall give the applicable first Mortgagee, if any; prompt notice of any default in the Lot Mortgagor's obligation under the Declaration not cured within thirty (30) days of default.

**14.06 Matters Requiring Mortgage Approval.** Notwithstanding any other provision contained within this Declaration, a majority of the voting power (based upon one vote for each first Mortgage owned per Lot) of the first Mortgagees of any Lot as then appear on the official Records of Davis County, Utah, shall have given their prior written approval before the Association shall be entitled to:

- (a) By act or omission, seek to abandon or terminate the Project;
- (b) Change the equal interest or obligations of any individual Lot for the purpose of levying Assessments or charges or allocating distributions of hazard insurance proceeds of Condemnation Awards;
- (c) By act or omission, seek to abandon, encumber, sell, or transfer the Common Areas (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Common Facilities by the Project shall not be deemed a transfer within the meaning of this clause); or
- (d) Use hazard insurance proceeds for losses to the Project (whether to Common Areas or Common Facilities) for other than the repair, replacement, or reconstruction of such property.

**14.07 Amendment.** No provisions of this Article XIV shall be amended without the prior written consent of a majority of the voting power of all first Mortgagees as appear on the official records of Davis County, State of Utah, as of the date of the vote regarding such amendment.

## **ARTICLE XV** **General Provisions**

**15.01 Intent and Purpose.** The provisions of this Declaration and any supplemental or subsequent Declaration or amendments thereto shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of this Cluster Subdivision. Failure to enforce any provision, restriction, covenant, or condition of this declaration, or in any supplemental or subsequent Declaration or amendments hereto shall not operate as a waiver of any such provision, restriction, covenant, or condition or any other provisions, restrictions, covenants, or conditions.

**15.02 Interpretation.** Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, the whole shall include any part

**Barber Development**

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thereof, and any gender shall include all other genders. The Article and Section headings set forth herein are for the convenience and reference only and are not intended to describe, interpret, define, or otherwise limit or affect the content, meaning, or intent of this Declaration or any Article, Section or provision hereof. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

**15.03 Registration of Mailing Address.** Each Owner shall register from time to time with the Association his or her current mailing address. All notices or demands intended to be served upon any Owner may be sent by First Class U.S. Mail, postage prepaid, addressed to the Owner at his or her last registered mailing address, or, if no address has been registered, to the mailing address of the Lot of such Owner. All notices or demands intended to be served upon the Association may be sent by First Class U.S. Mail, postage prepaid, addressed to the Association at the address of its offices as may be furnished to the Owners in writing from time to time. Any notice or demand referred to in this Declaration shall be deemed given when deposited in the U.S. Mail, postage prepaid, and in the form provided for in this Section.

**15.04 Review.** Any Owner may, at any reasonable time, upon appointment and at his or her own expense, cause a review or inspection to be made of the books and records maintained by the Association.

**15.05 Amendment.** This Declaration may be amended with or without a meeting by the affirmative vote of at least fifty-one percent (51%) of the Owners. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the President of the Association certifying that the vote required by this Section has occurred.

**15.06 Owner’s Obligations.** All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that said Owner may be leasing, renting, or selling his or her Lot. The Owner of a Lot within the Project shall have no obligation for expenses or other obligations (except interest on prior obligations) accruing after the conveyance of such Lot to a subsequent Owner.

**15.07 Effective Date.** This Declaration and every provision hereof shall take effect upon recording.

**CERTIFICATION**

It is hereby certified that Owners holding at least fifty-one percent (51%) of the total votes of the Association have voted to approve this amended Declaration, as indicated by the consents attached to this Declaration as Exhibit “B” and incorporated herein.

IN WITNESS WHEREOF, this 24th day of January 2012,

By: \_\_\_\_\_  
Cathryn Trusty, Treasurer

STATE OF UTAH            )  
                                      : Ss.

COUNTY OF DAVIS )

On this 24th day of January 2012, personally appeared before me Cathryn Trusty, who, being by me duly sworn, did say that she is Treasurer of the Craig Estates Homeowners Association and that the within and foregoing instrument was signed in behalf of said Association and she duly acknowledged to me she executed the same.

\_\_\_\_\_  
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF LOTS IN CRAIG ESTATES

All the following lots in Phase 1: 12-351-0101 thru 0120; 12-351-0122 thru 0125, and all common access areas and Craig Park, inclusive of Craig Estates Cluster Subdivision, Syracuse City, Davis County, Utah, according to the official plat thereof).

All the following lots in Phase 2: 12-487-0201 thru 0222; and 12-598-0327 and 0328 (Craig Park) and all common access areas, inclusive of Craig Estates Cluster Subdivision, Syracuse City, Davis County, Utah, according to the official plat thereof).

All the following lots in Phase 4: 1 thru 20 and all common access areas, inclusive of Jackson Court PRD subdivision, Syracuse City, Davis County, Utah, according to the official plat thereof).

EXHIBIT "B"  
CONSENT OF OWNERS

We, the Owners of Lots in Craig Estates, hereby consent to the adoption and recording of this amended Declaration as set forth above.

|                        |                       |
|------------------------|-----------------------|
| Lot #101 (2021) _____  | Lot #201 (2160) _____ |
| Lot #102 (2031) _____  | Lot #202 (2170) _____ |
| Lot #103 (2051) _____  | Lot #203 (2180) _____ |
| Lot #104 (2073) _____  | Lot #204 (2190) _____ |
| Lot #105 (2081) _____  | Lot #205 (2202) _____ |
| Lot #106 (2089) _____  | Lot #206 (2212) _____ |
| Lot #107 (2097) _____  | Lot #207 (2226) _____ |
| Lot #108 (2084) _____  | Lot #208 (2238) _____ |
| Lot #109 (2074S) _____ | Lot #209 (2250) _____ |

## Barber Development

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|                        |                       |
|------------------------|-----------------------|
| Lot #110 (2064) _____  | Lot #210 (2282) _____ |
| Lot #111 (2149) _____  | Lot #211 (2292) _____ |
| Lot #112 (2150) _____  | Lot #212 (2291) _____ |
| Lot #113 (2138) _____  | Lot #213 (2281) _____ |
| Lot #114 (2094) _____  | Lot #214 (2249) _____ |
| Lot #115 (2082) _____  | Lot #215 (2237) _____ |
| Lot #116 (2074M) _____ | Lot #216 (2225) _____ |
| Lot #117 (2071) _____  | Lot #217 (2213) _____ |
| Lot #118 (2075) _____  | Lot #218 (2203) _____ |
| Lot #119 (2083) _____  | Lot #219 (2191) _____ |
| Lot #120 (2091) _____  | Lot #220 (2181) _____ |
|                        | Lot #221 (2171) _____ |
|                        | Lot #222 (2161) _____ |

**CRAIG ESTATES HOMEOWNERS ASSOCIATION (HOA)**

**RULES AND REGULATIONS**

**16 August 2011**

■ **The Board of Directors, comprised of our elected officials, is charged with the responsibility of enforcing our covenants. Toward this end, they have adopted these Rules and Regulations for the homeowners and residents of Craig Estates Homeowners Association (HOA).**

All homeowners and residents have to work cooperatively in observing whatever rules and regulations are adopted by the Board.

The Rules and Regulations apply to all owners, residents, their families, and their guests. Please read them carefully. Please inform your family members and guests of any rules applicable to them.

Whenever a residence is sold and vacated, it is the responsibility of the owner that is leaving to give his/her set of CC&Rs and Rules and Regulations to the new owner.

The following Rules and Regulations supersede all previous revisions and are effective immediately.

□ **Rule Number 1 – General – See CC&R Article 6.03, Article 7.04 & Article 9**

**1. Governance**

(a) The Board of Directors, at the annual meeting of the Homeowners Association (HOA), will be elected for two (2) years by a majority of the members present. Interpretation, changes, disputes or questions to the CC&R or the Rules and Regulations will be resolved and managed by a majority vote of the Board of Directors.

(b) The HOA Board will consist of a President, Vice President, Secretary, Treasurer and a Member-at-Large. The Vice President will serve as President following the two-year term of office of the President so that leadership continuity will remain in the Association. Successive terms are permitted.

(c) The Board will establish committees, under their direction, as needed by a majority vote of the Board. Some committees, as needed, will be Architectural, Park, Garage Sale, Animal Control, Social, and Financial Review etc.

**2. Signs**

(a) Only temporary signs may be displayed in the HOA (i.e., Real Estate, Garage Sale etc.). Security signs are considered permanent and are exempt. Posters and similar advertising and promotional information are to be approved by the Board of Directors.

- (b) All signs will be of a professional quality. Sign size shall not exceed 18”x24.”
- (c) Real Estate open house signs are permitted only during open house hours.
- (d) Signs must be removed immediately after home is sold.
- (e) Political signs will not be allowed in the entry (by HOA signs) and common areas.
- (f) No more than ten (10) political signs may be placed on the front lawn of any home, sixty (60) days prior to the election. All political signs must be taken down immediately following the election.
- (g) No temporary signs will be placed on a homeowner’s property without the homeowner’s permission.

**3. Lease/Rental and Lease-to-own Agreements**

See CC&R 2.02.1-3 for Lease/Rental and Lease-to-own Agreements.

**Rule Number 2 – Responsibilities – See CC&R Article 2.04 - Article 2.07**

**1. Homeowners**

- (a) Each homeowner is responsible for the upkeep of their home and flower beds, including weeding, and keeping the lot hazard free and in good repair. This includes sidewalks and driveways. If the homeowner does not provide proper upkeep, fines will be imposed. In cases of structural additions or changes, the contractor or homeowner must submit his/her changes and type of materials to the Architectural Committee prior to building or painting the residence. Any changes in color of home (to include siding, paint, and stucco) must be approved by the Architectural Committee for presentation to the Board.
- (b) Fences, hedges or retaining walls are not authorized without prior approval by the Architectural Committee. The Board of Directors will give final written approval/disapproval.
- (c) **No personal fencing is permitted for those homes bordered by common areas.** The perimeter fence bordering common areas and the back border of homes is owned and maintained by the HOA. Damage done by a homeowner to the perimeter fence bordering the common areas and the back border of homes must be repaired by the homeowner.
- (d) Personal fencing must be approved by the HOA Board, and must be of the same height, design, color and material as the perimeter fencing.
- (e) Personal fences on lots are owned and maintained by the homeowner.
- (f) Any home’s sprinkler modification or repair will be at the homeowner’s expense. Any increase in mowing, fertilizing, or aerating charges due to unavailability of access (locks on gates, pets, etc.) will be paid by the homeowner.

(g) Trampolines and swimming pools are not allowed in unfenced yards. Homes that are connected to common areas are not allowed to place playground equipment on the common areas. If this rule is violated, fines will be imposed. Temporary items to be placed in a common area for a party need to have HOA Board approval and a Park/Common Area Reservation Form.

(h) All concerns or problems need to be addressed in a **written** format and addressed to the Board of Directors, through the Secretary of the Board.

(i) Each resident will supply to the HOA Treasurer and keep up to date, the name, address, phone number and e-mail address (if applicable), of the registered homeowner. A “Register of Owners” listing will be maintained in accordance with Article 7.04 and Article 15.03 of the CC&R.

## **2. HOA – See CC&R Article 2.04 - Article 2.07, Article 5 & Article 7**

(a) All lawns will be maintained by the HOA. Maintained means mowed, edged, trimmed, aerated, fertilized, emergent weed and pest control, **excluding homeowner’s flower beds**. All timer boxes will be unlocked so the HOA can monitor and regulate watering schedules.

(b) The Board of Directors will authorize a removal of snow (push) when the snowfall depth is three inches or more. When a push is called for (at least 3 inches); snow will be removed from all driveways, front sidewalks and common area sidewalks. The homeowner is responsible for snow removal for depths less than three inches. The homeowner may use snowmelt as needed at any time and will be responsible for clearing their steps. No public sidewalk will be obstructed or blocked at anytime (winter or summer) in accordance with Syracuse City Ordinances.

(c) Common areas, including Craig Park, are the property of the HOA and will be maintained and managed by the Park Committee with final approval by the Board in establishing policy and solving problems.

(i) Hours of use – 8:00 a.m. to 10:00 p.m. The Board of Directors must approve all deviations.

(ii) Reservations for Craig Park or the common areas must be made through the Park Reservation Committee. There will be no reservation fee for Craig Estates homeowners or the homes in Phase 3. However, a refundable security deposit of \$25.00 by all users must be paid in advance. If cleaning and/or repairs are necessary after use, the sponsoring homeowner will be assessed the charges and the cost will be deducted from the security deposit. Any additional costs that are more than the security deposit will be due from the homeowner.

Non-HOA homeowners (excluding homes in Phase 3) will be charged a non-refundable reservation charge of \$50.00.

## Barber Development

- (iii) Damage to Craig Park or the common areas, noise, or illegal activities will not be tolerated under any circumstance. A Park/Common Area Reservation Form will be given to everyone when making reservations containing the rules and regulations for the park. The park and common areas must be kept clean and free of litter and pet droppings and left in good repair. People and pets are not allowed on the berm areas.
- (d) All trash accumulated during the activity will be removed by the user.
- (e) The Board of Directors will purchase appropriate liability insurance to cover any member of the Board, Committees and the Common Areas.
- (f) A yearly financial review will be accomplished by the Financial Review Committee, which is independent of any other committees, and reports directly to the President of the Board of Directors. The HOA will sponsor and advertise, at no cost to the homeowners, one garage sale to be held on a Saturday (exact dates to be determined by the Board of Directors) from 8:00 a.m. to 12:00 p.m. This garage sale event is the only garage sale authorized within the HOA.

The HOA will place signs throughout Craig Estates the morning of the Garage Sale and take them down at the end of the day. Each homeowner will have the opportunity to voluntarily participate. Items to be sold will be available in each homeowner's driveway or garage. The homeowner will mark the items for sale accordingly and realize all profits from their sale.

- (g) A family wanting to have an estate sale after the death of an HOA member must obtain permission from the HOA Board.

## Rule Number 3 – HOA FEES AND FINES – See CC&R Article 8

In accordance with the Covenants, Conditions and Restrictions (CC&R) and Rules and Regulations establishing Craig Estates, the Board of Directors must set the HOA fee sufficient to provide the maintenance of the common property and lots, utilities, certain services, capital improvements, and insurance. The Board of Directors will assess a penalty fee/fine for delinquent payment of HOA fees and/or fines to members who do not follow the Rules and Regulations of the Association.

### 1. The HOA Fee Provides:

- (a) Maintenance of all common area property, which includes sidewalks, lawns, sprinkler systems, shrubs, trees, berms and the perimeter fences and maintenance of all lot lawns.
- (b) Snow removal from all residence sidewalks, driveways and common area sidewalks when snow depth is 3 inches or more.
- (c) Public liability insurance as required by the CC&R. (Homeowners' liability and personal property are excluded.)
- (d) Capital improvements, subject to budget limitations and homeowners approval, as defined in the CC&R.
- (e) All attorney fees for collection of non-payment of fees and fines and legal advice regarding

the HOA. (See Rule #3.3.c for HOA members' responsibility for non-payment of fees and fines.)

(f) Amounts which are required to perform the rights, powers and duties of the Association.

**2. The Board of Directors will:**

(a) Review HOA monthly fee rates each year. Any fee change will be established by the Board of Directors and voted on by the HOA members.

(b) The HOA fee is due the first day of the month and is delinquent after the 14<sup>th</sup> day of the month.

(c) Late HOA fees will accrue at the rate of 10% per month of the monthly fee and will be imposed whether the residence is occupied or vacant.

(d) Failure to pay monthly HOA fees for a consecutive three (3) month period will result in the Board giving the account to an attorney for collection and legal action. The homeowner will be responsible for all legal fees and collection costs. Under special circumstances (foreclosure etc.), a lien will be placed on the home if there are any fees owed at the time of notice of the foreclosure, etc.

**3. Fines**

(a) Fines will be imposed by a majority vote of the Board of Directors for any violations of the CC&R and Rules and Regulations. A warning letter will be sent for non-compliance. If the formal notification is not productive; the Board will assess a fine. Subsequent CC&R and Rules and Regulations violations will result in higher fines. The fines will start at \$25.00 for first violation notice non-compliance, \$50.00 per second violation notice non-compliance, etc., after the formal notification is not productive.

(b) Upon receiving a formal **written** complaint, addressed to the Secretary of the Board, the Board will review the complaint and send a written reply to all parties involved.

(c) Assessments and fines that are not paid will result in the Board giving the account to an attorney for collection and enforcement. The homeowner will be responsible for all legal fees and collection costs.

**Rule Number 4 – Hazards and Parking – See CC&R Article 2.07.2**

**1. Hazard on Sidewalks and Common Areas**

Bicycles, roller skates/blades, basketball standards, tricycles, skateboards or any other play equipment will not be left on any sidewalks, park and common area lawns or shrub bed (berm) areas.

**2. Parking**

- (a) Parking is not permitted in the “red zones” of Craig Estates. Roadway curbs have been painted red in the unauthorized parking areas.
- (b) Residents will keep their cars in their own driveways and garages. Street parking should be kept to a minimum for access of emergency vehicles and snow equipment. **In accordance with U.S. Postal Services regulations, parking is prohibited in front of mail boxes during normal delivery times.**
- (c) No trailer, boat, truck larger than ¾ ton, recreational vehicle or similar vehicle shall be parked on a permanent basis on a lot at Craig Estates unless it is parked inside a garage. As used herein, permanent basis means more than seven (7) days out of any thirty-day period. Owners may not install parking pads on their lot that could be used to park vehicles.
- (c) Residents owning trailers, boats, trucks (larger than ¾ ton) or similar equipment vehicles must make arrangements for off-site parking.

**Rule Number 5 – Pet Regulations – See CC&R Article 5.03**

- (a) Dog runs or kennels are not authorized within Craig Estates.
- (b) Pets are defined as animals that live in the home and do not live outside.
- (c) The HOA and the City of Syracuse adopt and adhere to the Davis County’s “Comprehensive Animal Control Ordinance.” Section 6.12.060 “No person or persons at any one (1) residence within the jurisdiction of this title shall at any one (1) time own, harbor, and license or maintain more than two (2) dogs.” There can be no more than a total of two pets per HOA residence. The animal cannot become a nuisance either through damage, unsanitary conditions, unreasonable odors and noise or safety concerns. Whenever a dog is allowed outside, it shall be on a leash or some other appropriate restraint. Dogs kept in the HOA must be no taller than 15 inches at shoulder height when full grown as of 16 August 2011. Dogs larger than as stated above in residence prior to 16 August 2011, will be grandfathered in the restrictions.
- (d) Pets will not be allowed to disturb or menace other residents. Upon **written** complaint, sent to the Secretary of the HOA Board, from two (2) or more homeowners, a written notice will be given to the non-compliant homeowner to correct the problem. The homeowner will be assessed fines if the problem is not corrected after they receive the written notice.
- (e) Each pet owner will pick up and dispose of pet droppings. This requirement includes the lawns for mowing purposes. In the event that lawn service personnel cannot mow because of pet droppings, lawn service will be at the homeowner’s expense if they are called out again.
- (f) No dogs shall be permitted in any of the park or common areas unless carried or on a leash.

**Rule Number 6 – Changes and Disputes**

Interpretation, changes, disputes or questions to the CC&R or the Rules and Regulations will be resolved and managed by a majority vote of the Board of Directors.

## COMMUNITY AMENITIES

At the center of the new development is a large common space. In the center of space we plan to provide the community a place where (when reservations are made with the HOA) residents can gather for a family reunion or large gathering. This center piece will be a large decorated pavilion with a built in grill including countertops and bar areas to serve prepared food. There will be benches and tables for participants to gather around.



In cooperation with the existing HOA, we are still determining and developing ideas for more amenities that will be spread throughout the common spaces. Some of the possibilities that have been presented are: dog wash area, children's playground, and exercise stations.

The amenities in the paragraph above are not going to be placed in the open area due to the discussions that the HOA has had and the concerns that surround the liability and maintenance of the amenities.



The park and benches in the open common space will have the common theme of stone and lumber construction. This will provide a unifying architectural theme through out the development. The 20x24 pavilion with tables will be of similar construction as the above outdoor kitchen.

## COMMUNITY

This development is the first for these developers and the property has been in their family for several years. The development has 19 lots available and are projected to sell for a price in the high 200's. These lots are very desirable and will be in high demand. With the senior activities at the Syracuse City Community Center, the assisted living facility to the north, and the Rush Aquatics water aerobics classes, this will be a great opportunity for seniors to stay active and close to home.



## ABOUT US

This development is being brought together by a new team. This team consists of a group of friends who have worked on rehabilitating other homes and decided that it was time to start developing and building their own projects. Having been residents of Syracuse for many years, their goal is to provide a well-designed subdivision that supports the city's general plans and goals.

For more information Contact Adam Benard at 801-499-9445 or Mike Waite at 801-821-0640.

## **STAFF REVIEWS**



## Jackson Court Subdivision

2008 South 2000 West

Engineer Preliminary Plan Review

*Completed by Brian Bloemen on July 13, 2016*

Below are the engineering comments for the Jackson Court Subdivision.

Plat:

1. Verify with the County the subdivision name has not been previously used.
2. Consult with planning for addressing.
3. The parcel lies in section 16 not section 26.
4. Submit a plat with final.

Plans:

1. Install ADA ramps at all pedestrian crossings.
2. No secondary water is shown.
3. Add street lights to the plans.
4. Submit detention calculations. Detention for a 100 year storm event is required.
5. Relocate the hydrants to the sides of the dead ends so they are not blocked by snow.
6. Basements cannot be constructed unless serviced by land drain.
7. Show utility laterals and grades on final plans.
8. Submit a final overall grading plan with final plans.
9. A detention basin maintenance agreement will be required.

If you have any further comments or questions please feel free to contact me at 801-614-9630.

Sincerely,

Brian Bloemen, P.E.  
City Engineer



**Mayor**  
Terry Palmer

**City Council**  
Karianne Lisonbee  
Mike Gailey  
Corinne Bolduc  
Andrea Anderson  
David Maughan

**City Manager**  
Brody Bovero

## Subdivision Preliminary Plan Review

July 11, 2016

Adam Bernard  
1852 Mueller Park Road  
Bountiful, Utah  
84010

Dear Mr. Bernard,

The Syracuse City Community and Economic Development Department has conducted a review of the Jackson Court preliminary plan for compliance with the city's adopted land use ordinance. Please refer to the following table for items that may need additional attention.

|   | <b>Syracuse Municipal Code Reference</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Staff Comments</b>                                        |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| 1 | <p>8.25.010 Preliminary Plat.<br/>The preliminary plat shall comply with the following requirements:</p> <p>(A) Submission Requirement. Submit four standard 22-inch by 34-inch copies (see standard drawing No. 1), one reduced to 11-inch by 17-inch (one-half scale) copy, plus one PDF copy of the preliminary plat, for review at least two weeks prior to the next regularly scheduled meeting of the Planning Commission, in accordance with the Community Development submittal policy. Once a complete application has been received, the Community Development Department shall schedule a public hearing within a reasonable time in light of the complexity of the application, the number of other applications received, available staff resources, and applicable public notice requirements. Such notice shall be given in accordance with SCC 10.20.050. The Community Development Director shall, if a complete application is not so submitted in a timely manner, postpone scheduling a public hearing for consideration thereof until complete.</p> <p>(B) General Information Required.</p> <ol style="list-style-type: none"> <li>(1) The proposed name of the subdivision.</li> <li>(2) The location of the subdivision, including the address of the section, township and range.</li> <li>(3) Date of preparation.</li> <li>(4) The location of the nearest bench mark and monument.</li> <li>(5) The boundary of the proposed subdivision.</li> <li>(6) Legal description of the subdivision and acreage included.</li> <li>(7) Location, width and name of existing streets within 200 feet of the subdivision and of all prior platted streets and other public ways, railroad and utilities rights-of-way, parks and other public open spaces, permanent buildings and structures, houses or permanent easements, and section and corporate lines within and adjacent to the tract.</li> <li>(8) Easements for water, sewer, drainage, utility lines, fencing, and other appropriate purposes.</li> <li>(9) The layout, number, area, and typical dimensions of lots, streets, and utilities.</li> <li>(10) Parcels of land intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in a subdivision including, but not limited to, sites to be reserved or dedicated for parks, playgrounds, schools or other public uses.</li> <li>(11) Current inset City map showing location of subdivision.</li> <li>(12) Boundary lines of adjacent tracts of undivided land showing ownership.</li> <li>(13) Location of all wells, proposed, active and abandoned, and of all reservoirs within</li> </ol> | <p>-Include city map inset showing subdivision location.</p> |

## Subdivision Preliminary Plan Review

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                       |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <p>the tract and to a distance of at least 100 feet beyond the tract boundaries.</p> <p>(14) Existing sewers, field drains, water mains, culverts or other underground facilities within the tract and to a distance of at least 100 feet beyond the tract boundaries, indicating pipe size, grades, manholes and exact location.</p> <p>(15) Existing ditches, canals, natural drainage channels, open waterways, and proposed alignments within the tract and to a distance of at least 100 feet beyond the tract boundaries.</p> <p>(16) Contours at two-foot intervals for predominate ground slopes within the subdivision between level and 10 percent, and five-foot contours for predominate ground slopes within the subdivision greater than 10 percent.</p> <p>(17) The plat shall be drawn to a scale of not less than one inch equals 100 feet and shall indicate the base of bearing true north.</p> <p>(18) The developer's detailed plan for protecting future residents of his development from such hazards as open ditches, canals or waterways, nonaccess streets, open reservoirs or bodies of water, railroad rights-of-way and other such features of a potentially hazardous nature located on, crossing, contiguous or near to the property being subdivided, with the exception that the developer's plan need not cover those features which the Planning Commission determines would not be a hazard to life and/or where the conforming structure designed to protect the future residents would itself create a hazard to the safety of the public. The foregoing does not relieve the developer of the duty to investigate all possible means of protecting future residents from a potential hazard before a determination is made that the only conceivable means of protection is potentially more hazardous than the hazard itself.</p> <p>(19) Location of existing and proposed land drains.</p> |                                                                                                                                                                                                                                       |
| 4 | <p>10.75.040 Minimum lot standards.</p> <p>All lots shall be developed and all structures and uses shall be placed on lots in accordance with the following standards:</p> <p>(A) Density: overall density of six dwelling units per gross acre.</p> <p>(1) The development shall provide a standard road right-of-way of 60 feet which shall include curb, gutter, and sidewalk improvements;</p> <p>(2) Open space/common space shall be a minimum 50 percent of the total land area, excluding roadways, buildings, acreage and excluding any above-ground City infrastructure. Of that 50 percent, 30 percent shall be in open space and 20 percent in common space;</p> <p>(3) For detention ponds to be considered common space they must include amenities recommended by planning commission and city council;</p> <p>(4) The aesthetic and landscaping proposals shall provide for trees and shrubs that break up the look of having the same building style duplicated throughout the development and shall be in accordance with the Architectural Review Guide;</p> <p>(5) For the purpose of this section, landscaping is not considered to be an amenity;</p> <p>(6) The development shall provide adequate off-street parking area(s), subject to requirements of this chapter and off-street parking requirements as found in Chapter 10.40 SCC; and</p> <p>(7) The development design shall include a direct connection to a major arterial, minor arterial, or major collector roadway.</p> <p>(B) Lot width: determined by development plan.</p>                                                                                                                                                                                                                                                                                                                                                                   | <p>-The development proposes to be an extension of Craig Estates which connects to 2000 West. If approved by the City Council, the direct connection to a major arterial, minor arterial, or major collector roadway will be met.</p> |

## Subdivision Preliminary Plan Review

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(C) Front yard: 20 feet.</p> <p>(D) Side yards: a minimum of 16 feet between primary structures and eight feet from the property line.</p> <p>(E) Rear yard: a minimum of 15 feet.</p> <p>(F) Building height: as allowed by current adopted building code, with a maximum height of 30 feet to the top of the roof structure.</p> <p>(G) Structure: attached units shall not have a single roofline and shall have variations in architectural style between the buildings. The units shall include a minimum of two-car garages for each unit and shall not be the major architectural feature of the building.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                   |
| <p>10.75.050 Development plan and agreement requirements</p> <p>(A) Subdivision ordinance requirements shall generally apply to planned residential communities. The developer shall submit a residential development plan of all project phases for City consideration and approval and shall integrate the proposed development plan into a development agreement between the developer and City. The development agreement shall undergo an administrative review process to ensure compliance with adopted City ordinances and standards with approval by the City Council. The subdivider shall develop the property in accordance with the development agreement and current City ordinances in effect on the approval date of the agreement, together with the requirements set forth in the agreement, except when federal, state, county, and/or City laws and regulations, promulgated to protect the public's health, safety, and welfare, require future modifications under circumstances constituting a rational public interest.</p> <p>(B) A planned residential development must have a minimum of five acres.</p> <p>(C) The developer shall landscape and improve all open space around or adjacent to building lots and common spaces and maintain and warrant the same through a lawfully organized homeowners' association, residential management company, or similar organization.</p> <p>(D) The development plan submitted for review shall show the location and building elevations with exterior building materials, size, and general footprint of all dwelling units and other main buildings and amenities.</p> <p>(E) The development plan submitted for review shall include landscaping, fencing, and other improvement plans for common or open spaces, with the landscaping designed in accordance with an approved theme to provide unity and aesthetics to the project. The plan shall include all special features, such as ponds, fountains, signs, walking paths, inviting entryways, etc., together with a landscape planting plan. Common space should be the emphasis for the overall design of the development, with various community facilities grouped in places well related to the common space and easily accessible to pedestrians.</p> <p>(F) A planned residential community shall be of sufficient size, composition, and arrangement to enable its feasible development as a complete unit, managed by a legally established owners' association and governed by enforceable, duly recorded CC&amp;Rs.</p> | <p>-All public seating areas should have a minimum of a shade tree on the south and west to provide shade during the heat of the day. Currently, the benches in the central common area are not shaded.</p> <p>-Specify tree species in the cul-de-sac park strip. Approved species for various park strip widths are found in the Syracuse City Code 10.30.70 "Shade trees."</p> |

Thank you for your interest in investing in Syracuse City. Please feel free to contact me with any questions concerning this project.

Regards,

Royce Davies  
 City Planner  
 (801) 614-9632  
 rdavies@syracuseut.com



TO: Community Development, Attention: Royce Davies  
FROM: Jo Hamblin, Fire Marshal  
RE: Jackson Court Preliminary Plan

DATE: July 7, 2016

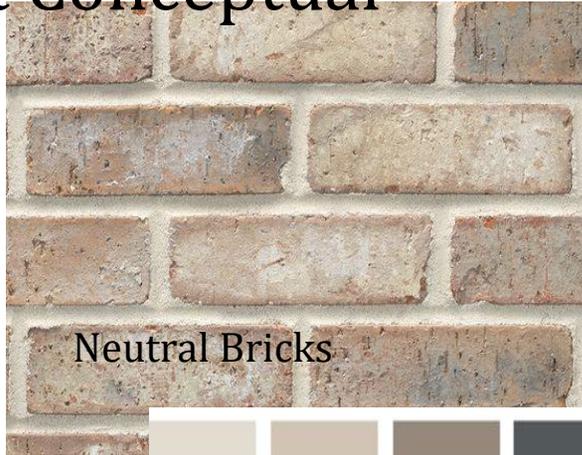
I have reviewed the preliminary plan submitted for the above referenced project. The Fire Prevention Division of this department has the following comments/concerns.

1. The minimum fire flow requirement is 1000 gallons per minute for 60 consecutive minutes for residential one and two family dwellings. Fire flow requirements may be increased for residential one and two family dwellings with a building footprint equal to or greater than 3,600 square feet or for buildings other than one and two family dwellings. Provide documentation that the fire flow has been confirmed through the Syracuse City Engineering Division, Water Model.
2. Fire hydrants and access roads shall be installed prior to construction of any buildings. All hydrants shall be placed with the 4 1/2" connection facing the point of access for Fire Department Apparatus. The amount of fire hydrants exceeds the minimum required by IFC; their locations at the end of the streets have the potential to be blocked by snow removal and shall be moved to a more suitable area. Changes may be shown on the street designs.

These plans have been reviewed for Fire Department requirements only. Other departments must review these plans and will have their requirements. This review by the Fire Department must not be construed as final approval from Syracuse City.

## **THEME BOARDS**

# Jackson Court Conceptual Theme Board



Decorative #  
Post

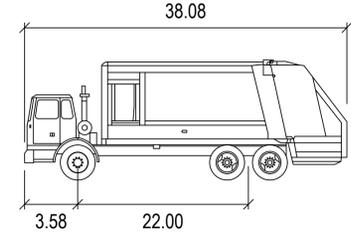
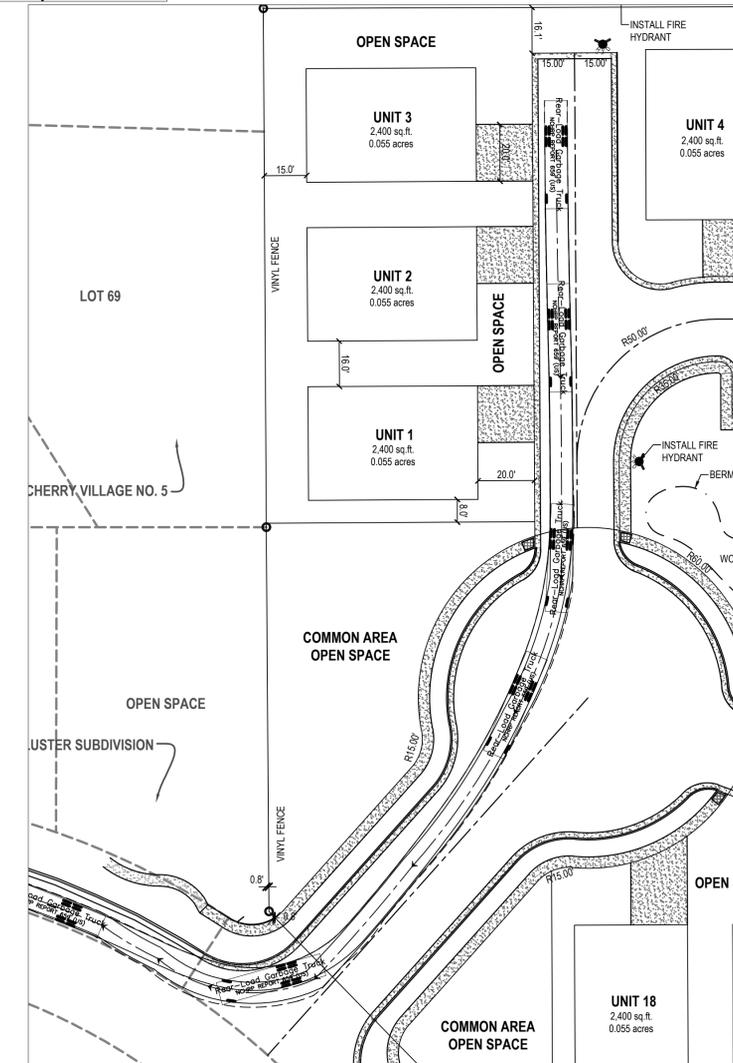
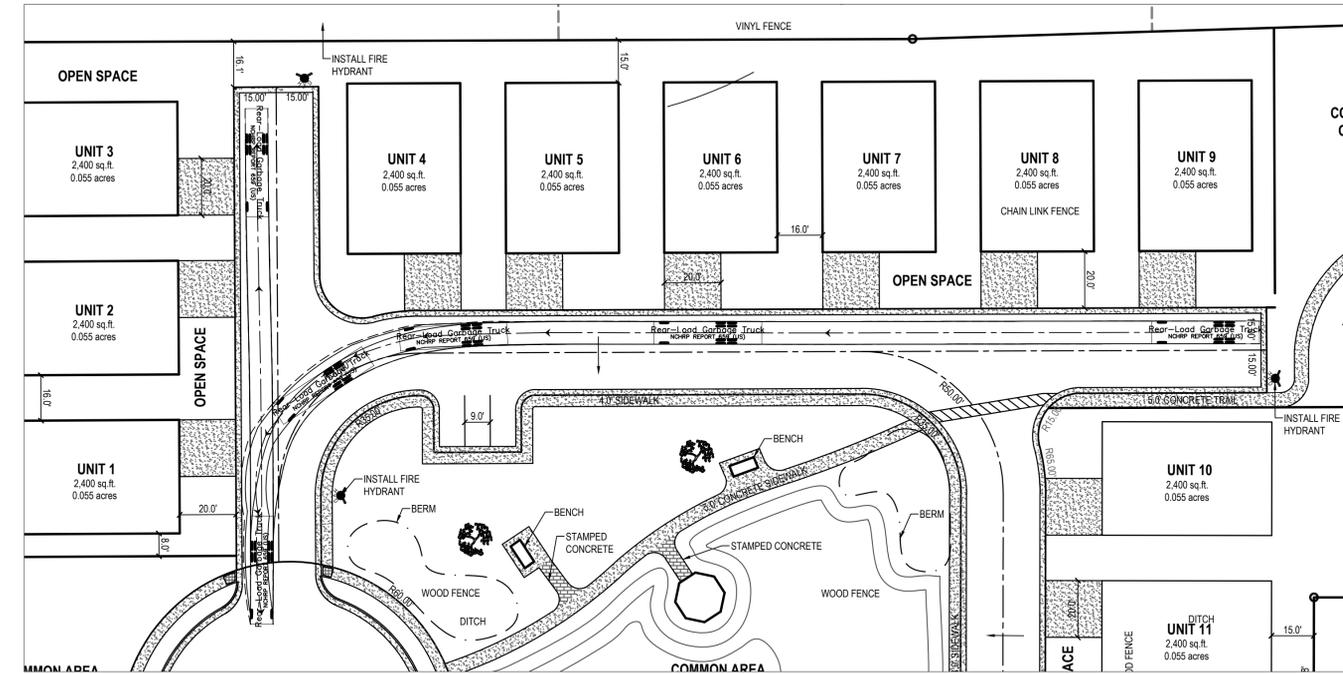
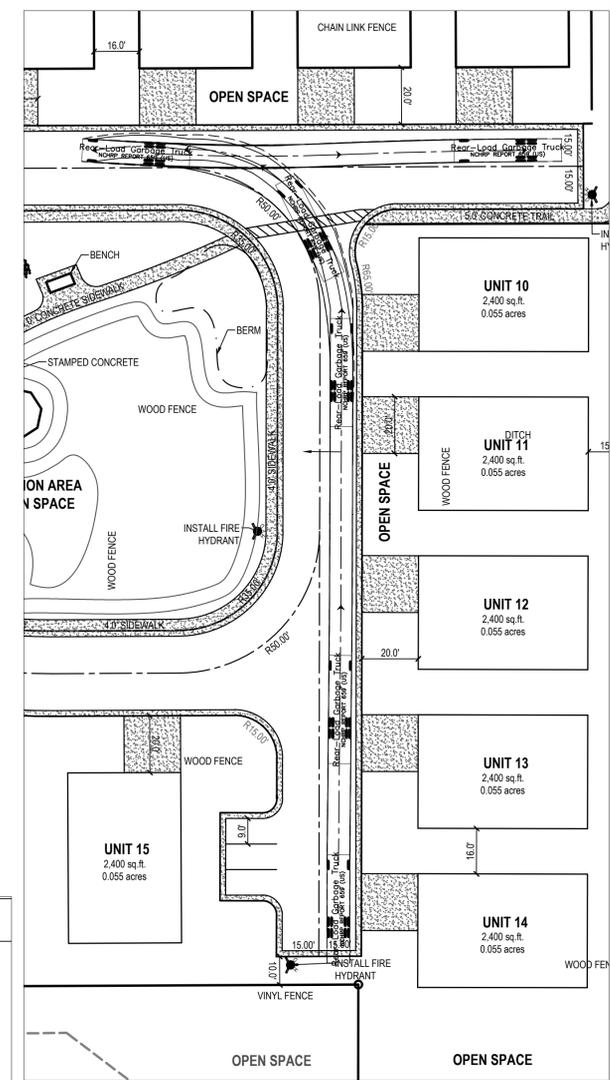
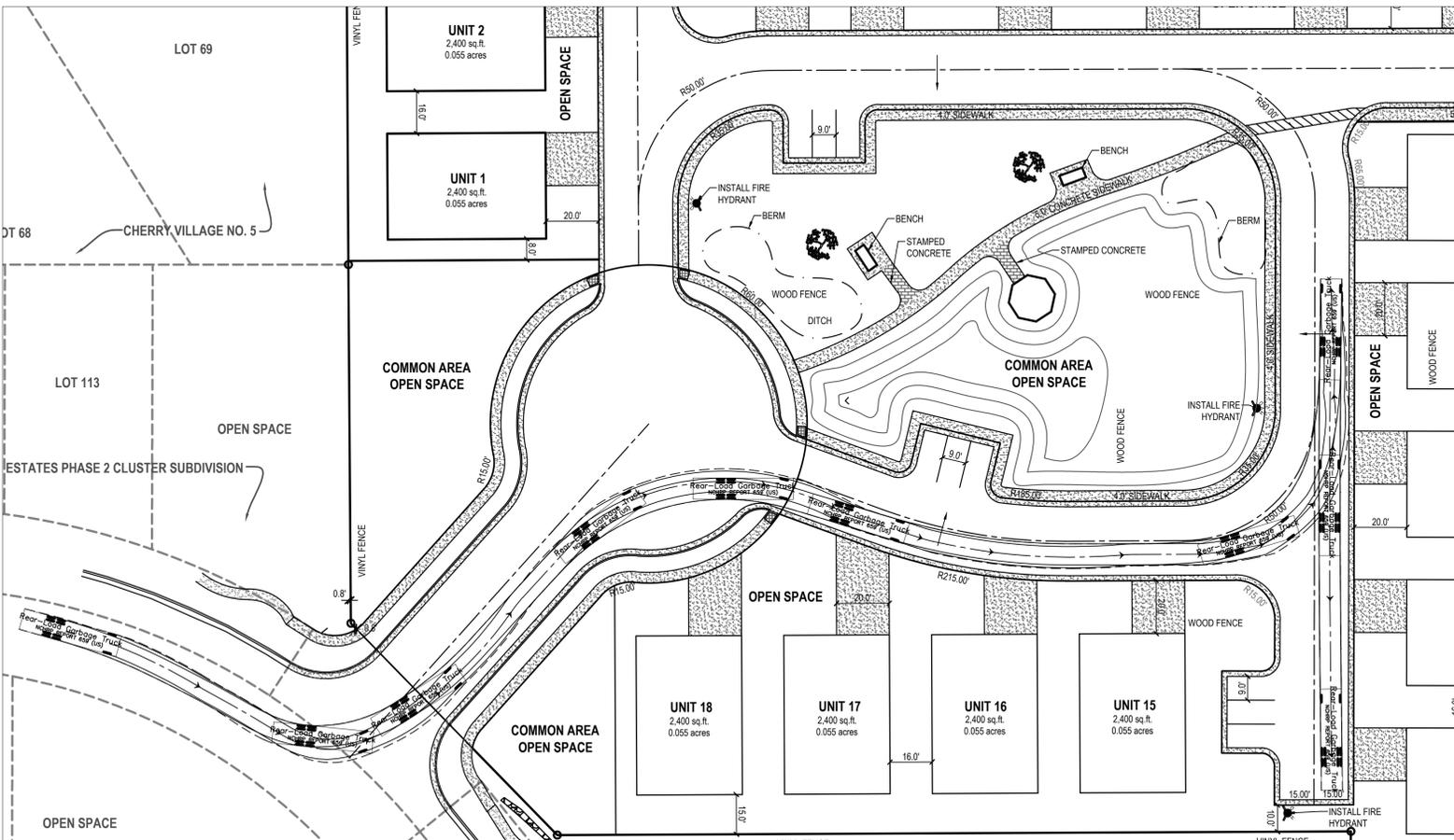


This may be a community that is a first in Utah and be completely powered by solar.

Shutters and decorative posts

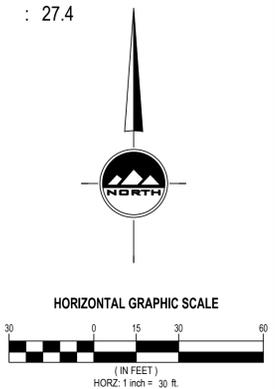


## **TRUCK TURNING RADII**



**Rear-Load Garbage Truck**

|                   |        |
|-------------------|--------|
|                   | feet   |
| Width             | : 8.00 |
| Track             | : 8.00 |
| Lock to Lock Time | : 6.0  |
| Steering Angle    | : 27.4 |



**ENSIGN**  
THE STANDARD IN ENGINEERING

LAYTON  
1485 W. Hill Field Rd., Ste. 204  
Layton, UT 84041  
Phone: 801.547.1100

SALT LAKE CITY  
Phone: 801.255.0529

TOOELE  
Phone: 435.843.3590

CEDAR CITY  
Phone: 435.865.1453

RICHFIELD  
Phone: 435.896.2983

[www.ensigneng.com](http://www.ensigneng.com)

FOR:  
TROY BARBER  
2351 SOUTH 2050 WEST  
SYRACUSE, UTAH 84075

CONTACT:  
TROY BARBER  
PHONE:

---

**JACKSON COURT CONCEPT PLAN**

1958 SOUTH - 2008 SOUTH 2000 WEST STREET  
SYRACUSE, UTAH

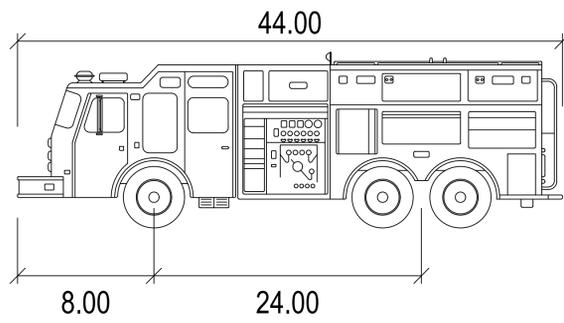
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**AUTOTURN EXHIBIT**

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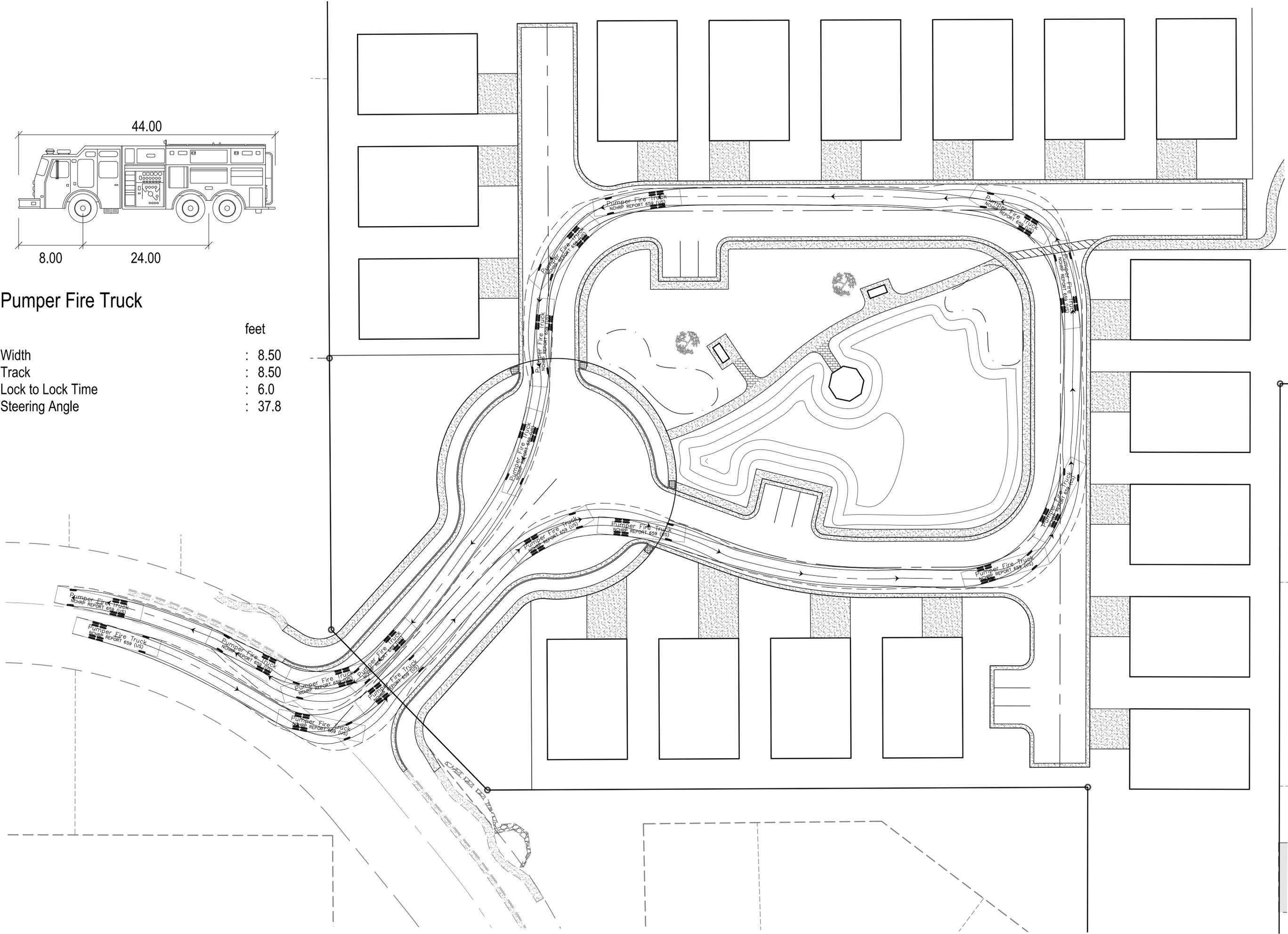
PROJECT NUMBER: L2363      PRINT DATE: 7/22/16  
DRAWN BY: A.SHELBY      CHECKED BY: K.RUSSELL  
PROJECT MANAGER: K.RUSSELL

1 of 1



### Pumper Fire Truck

|                   | feet   |
|-------------------|--------|
| Width             | : 8.50 |
| Track             | : 8.50 |
| Lock to Lock Time | : 6.0  |
| Steering Angle    | : 37.8 |



**DEVELOPMENT AGREEMENT FOR JACKSON COURT  
AT 1958 SOUTH 2000 WEST, SYRACUSE, UTAH**

This Development Agreement (“Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **Troy B. Barber, Trustee of the Barber Dynasty Trust** (the “Developer”), and **Syracuse City**, a municipality and political subdivision of the State of Utah (the “City”).

**RECITALS:**

A. The Developer owns approximately 5.22 acres of property located at approximately 1958 South 2000 West in Syracuse, Davis County, Utah (parcel ID numbers 12-092-0130, 12-092-0028, 12-092-0027), as more particularly described in Exhibit A, which is attached hereto and by this reference made a part hereof (the “Property”), located in a Planned Residential Development (PRD) Zone, and for which the Developer, through an application submitted on [DATE], has proposed development (the “Project”) and presented a Development Plan (the “Development Plan”), which is attached hereto as Exhibit B and incorporated by this reference.

B. City code requires the execution of a Development Agreement between the Developer and the City in order to facilitate orderly development.

C. The placement of a street connection to 2000 West would be hazardous to the traveling public and the future residents of this development, and a street connection to Craig Lane with a pedestrian connection to 2000 West represents a more preferable location to connect the drives of this development.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the City hereby agree to the following:

1. **Property Affected by this Agreement.** The legal description of the Property contained within the Project boundaries to which this Agreement applies is attached as Exhibit A and incorporated by reference.

2. **Compliance with Current City Ordinances.** Unless specifically addressed in this Agreement, the Developer agrees that any development of the Property shall be in compliance with city ordinances in existence on the date of execution of this Agreement.

3. **Development Plan.** The Developer shall ensure all development is in conformance with the Development Plan which has been reviewed by the Planning Commission and City Council, and approved by the City Council. Such development plan shall be in conformance with subsections 10.75.050(D) and 10.75.050(E) of the Syracuse Municipal Code.

4. **Landscaping.** The Developer shall landscape and improve all open spaces around or adjacent to building lots, as well as common spaces.

5. **Homeowner Association.** The Developer warrants and provides assurances that all landscaping, private drives, and amenities located within the Project shall be maintained by a private homeowner's association. The association shall either be created for this Property, or it shall be absorbed by the Craig Estates Homeowners Association. All costs of landscaping, private drive and amenity maintenance, replacement, demolition, cleaning, snow removal, or demolition, shall be borne exclusively by the homeowner's association. The City shall have no responsibility in relation to the property owned by the homeowner association.

6. **Private Driveways.** The Development Plan shall indicate the shared driveways which shall be perpetually and privately owned by the homeowner's association, in accordance with section 8.15.010(N) of the Syracuse Municipal Code. Such driveways shall be perpetually maintained, plowed, and replaced by the homeowner's association. This shall be clearly stated on the final plat as a comment. The City shall have no obligation in relation to these private drives. The roads shall be completed to the minimum construction standards adopted by Syracuse City, but shall not be required to install curb, gutter or sidewalk along those shared, private driveways.

7. **Drive Access via Craig Lane.** The development fronts 2000 West, but a street connection to 2000 West would represent an increased safety concern for right-of-way users and future residents of the Development, and would not be permitted due to distance requirements in section 8.10.070 of the Syracuse Municipal Code. As an alternative to providing a street access to 2000 West, the Parties agree to allow a street connection of the Project Area to Craig Lane using a public drive and cul-de-sac, which connection shall be dedicated to the City. The Development shall maintain a direct connection to 2000 West in the form of a footpath or bicycle path.

8. **Agreement to Run with the Land.** This Agreement shall be recorded against the Property as described in Exhibit A hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of the Developer in the ownership and development of any portion of the Project.

9. **Assignment.** Neither this Development Agreement nor any of the provisions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement and without the prior written consent of City, which review is intended to assure the financial capability of any assignee. Such consent shall not be unreasonably withheld.

10. **Integration.** This Development Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

11. **Severability.** If any part or provision of the Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific part or provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

12. **Notices.**

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such party at its address shown below.

To Developer:

Troy Barber, Trustee  
Barber Dynasty Trust  
2351 South 2050 West  
Syracuse, UT 84075

To the City:

Syracuse City Attorney  
1979 West 1900 South  
Syracuse, Utah 84075

With a Copy to:

Syracuse City Manager  
1979 West 1900 South  
Syracuse, UT 84075

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this section.

13. **Amendment.**

The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. The amendment of the Agreement shall require the prior approval of the City Council.

14. **General Terms and Conditions.**

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

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

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

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

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

14.6. No Officer or Employee Interest. It is understood and agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No

officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This section does not apply to elected offices.

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

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

(Signatures appear on next page)

- Remainder of page left intentionally blank -

**BARBER DYNASTY TRUST**

By: Troy Barber  
Trustee

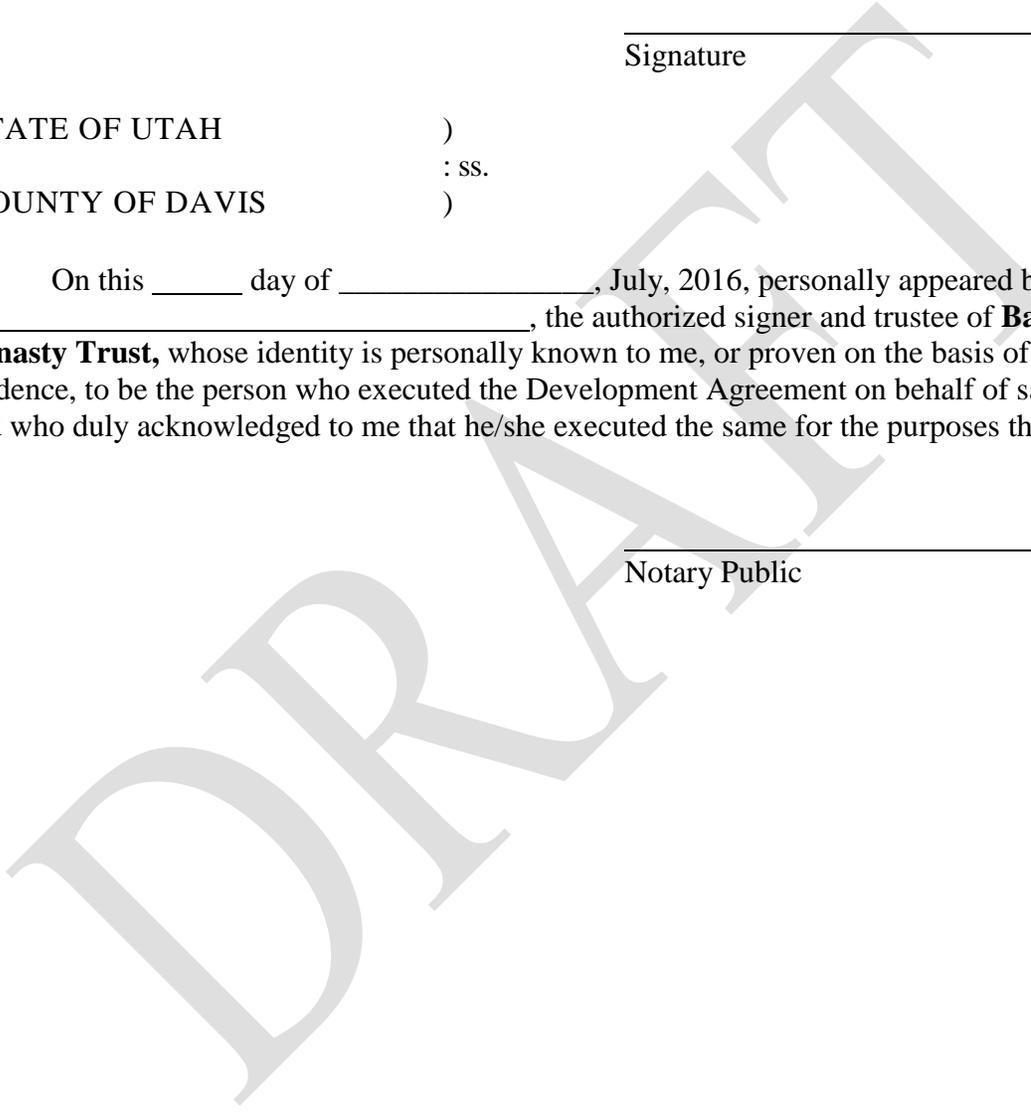
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF UTAH                    )  
                                          : ss.  
COUNTY OF DAVIS            )

On this \_\_\_\_\_ day of \_\_\_\_\_, July, 2016, personally appeared before me \_\_\_\_\_, the authorized signer and trustee of **Barber Dynasty Trust**, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Development Agreement on behalf of said company and who duly acknowledged to me that he/she executed the same for the purposes therein stated.

\_\_\_\_\_  
Notary Public



**SYRACUSE CITY**

By \_\_\_\_\_  
Terry Palmer, Mayor

Attest:

\_\_\_\_\_  
Cassie Z. Brown, CMC  
City Recorder

STATE OF UTAH                    )  
                                          : ss.  
COUNTY OF DAVIS            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me  
Mayor Terry Palmer, the authorized signer of Syracuse City, whose identity is personally  
known to me, to be the person who executed the Development Agreement on behalf of Syracuse  
City, and who duly acknowledged to me that he executed the same for the purposes therein  
stated.

\_\_\_\_\_  
Notary Public

Approved as to Form:

\_\_\_\_\_  
Paul H. Roberts  
City Attorney

**EXHIBIT A**

Description of Parcel #12-092-0130

BEG AT A PT 1630.2 FT S ALG THE SEC LINE & W 33.0 FT TO THE W LINE OF A STR FR THE NE COR OF SEC 16-T4N-R2W, SLM; & RUN TH W 132.0 FT; TH N 99.0 FT; TH W 495.0 FT; TH S 117.67 FT; TH S 44°22'39" E 111.86 FT; TH E 549.32 FT TO THE W LINE OF SD STR; TH N 99.0 FT ALG SD STR TO THE POB. PARCEL 2: BEG ON THE N LINE OF GRANTORS PPTY AT A PT N 0°06'28" E 907.72 FT ALG THE SEC LINE & S 89°43'28" W 188.01 FT FR THE E 1/4 COR OF SEC 16-T4N-R2W, SLM; & RUN TH S 0°06'28" W 99.0 FT; TH S 89°43'28" W 96.0 FT ALG THE S LINE OF GRANTORS PPTY; TH N 0°06'28" E 99.0 FT TO SD N LINE; TH N 89°43'28" E 96.0 FT TO THE POB. CONT 2.70 ACRES

Description of Parcel #12-092-0027

BEG ON W LINE OF STR AT A PT S 0°12' E 21.23 CHAINS & W 33 FT FR NE COR OF SEC 16-T4N-R2W, SLM; & RUN TH W 4.5 CHAINS; TH N 0°23' W 66 FT; TH E 4.5 CHAINS TO W LINE OF SD STR; TH S 0°12' E 66 FT ALG SD STR TO THE POB. CONT. 0.44 ACRES

Description of Parcel # 12-092-0028

BEG S 0°12' E 23.20 CHAINS FR THE NE COR OF SEC 16-T4N-R2W, SLM; & RUN TH W 10 CHAINS; TH N 0°42' W 3 CHAINS; TH E 5 CHAINS; TH S 0°12' E 1 CHAIN; TH E 5 CHAINS; TH S 0°12' E 2 CHAINS TO POB. CONT. 2.50 ACRES

**EXHIBIT B**

Development Plan

DRAFT



# CITY COUNCIL WORK MEETING AGENDA

August 23rd, 2016

## Agenda Item "e"      **Creation of new Residential Planned Community Zone**

### *Factual Summation*

The city is considering the creation of a new zone which could be used to create a large scale master planned community. The zone would be called "Master Planned Community Zone" or MPC. A master planned community as envisioned, would include smaller lots, but also include ample open spaces and amenities. The zone would allow for flexibility in lot sizes and density to accommodate a variety of housing types that are currently in high demand.

**July 5th, 2016** - The Planning Commission discussed the new MPC zone that would allow higher density and smaller lot sizes and expressed discomfort about creating such a zone.

**July 19th, 2016** - The Planning Commission discussed the new MPC zone and the following is a summary of the proposed changes: Increase minimum lot sizes to 10,000 sqft, 8,000 sqft, 6,400 sqft, and 5,100 sqft so that each category reduces by 20%. Increase required common space to 25%. Restrict the private drives to no parking, limit the number of homes on the driveway, and make the widths to be determined by the fire marshal. Reduce minimum acreage to 50 and remove the language about being 'contiguous' and the possibility to 'piggyback' on an existing development. Other changes were discussed related to open spaces, trails, and traffic.

**August 2nd, 2016** - After much discussion, the Planning Commission is forwarding a positive recommendation for approval of the attached ordinance. The attached is the motion:

Commissioner Rackham made a motion to recommend for approval to the City Council Title 10 the Residential Planned Community (RPC) zone with the following changes: that the total units add a minimum of 15% on the other lots standards, the dimensions of all shared driveways shall be determined in accordance with current ifc code, the minimum lot width for the 10,000 be 85 ft., 8,000 be 75 ft., 6,400 be 65 ft. And 5,100 be 55 ft., the minimum side yard for 5,100 be 7 ft., the plan must be developed by an accredited master planner with the concepts and the design for the development, minimum land requirement is 100 contiguous acres, the entire master plan must be presented and approved at the same time and cannot have additional phases added after approval by the city council, major amenities of substantial benefit to the city and approved by the City Council must be provided to the city, property maintenance HOA section will become its own section, requirement added for an architectural review committee to review all exterior structural changes and making these changes to conform with the requirements of what the planning commission believes is the general plan and to keep the character of the city the way the residents would like to see it. The motion was seconded by commissioner Day. Commissioner Thorson and Moultrie voted nay, all other commissioners voted in favor, motion carried with a majority vote, 5/2.

### *Attachments:*

- Draft MPC Ordinance

## **Chapter 10.xx**

### **Residential Planned Community Zone (RPC)**

#### **Sections:**

- 10.xx.010 Purpose.
- 10.xx.020 Permitted uses.
- 10.xx.030 Conditional uses.
- 10.xx.040 Minimum lot standards.
- 10.xx.050 Off-street parking and loading.
- 10.xx.060 Signs.
- 10.xx.070 Development requirements

#### **10.xx.010 Purpose**

The purpose of this zone is to maximize the development quality of large tracts of undeveloped land that will afford opportunities for a more cohesive design and well thought out development pattern than may occur with smaller acreage development projects. The intent is to create single family neighborhoods that: have resilient property values, demonstrate superior architecture, provide a variety of housing styles and designs for young and mature households alike, provide areas for social interaction, are safe and family friendly, and increase the health and wellness of its residents by providing amenities and open spaces that encourage active lifestyles.

#### **10.xx.020 Permitted uses.**

The following, and no others, are uses permitted by right provided the parcel and/or building meet all other provisions of this title and any other applicable ordinances of Syracuse City.

- (A) Accessory uses and buildings (200 square feet or less). (min lot size of 6,400 sf)
- (B) Agriculture.
- (C) Churches, synagogues, and temples.
- (D) Dwellings, single-family.
- (E) Educational services.
- (F) Household pets.
- (G) Minor home occupations.
- (H) Public and quasi-public buildings.
- (I) Public parks.
- (J) Residential facilities for persons with disabilities.

#### **10.xx.030 Conditional uses.**

The following, and no others, may be conditional uses permitted after application and approval as specified in SCC 10.20.080:

- (A) Accessory uses and buildings (greater than 200 square feet) (minor) (min lot size of 8,000 sf)
- (B) Day care centers (major). (min lot size of 8,000 sf)
- (C) Dwellings, accessory (major/minor, see SCC 10.30.020) (min lot size of 6,400 sf)
- (D) Temporary commercial uses (see SCC 10.35.050) (minor).

**10.xx.040 Minimum lot standards.**

(1) All lots shall be developed and all structures and uses shall be placed on lots in accordance with the following standards:

- (A) In no case shall the total maximum density exceed 4 units per gross acre.
- (B) No more than 25% of the total units shall be SFD-5100.
- (C) In general, the smallest lots should be located closest to an arterial or collector road to distribute traffic impacts more efficiently.

(D) All lots shall have frontage along a publicly dedicated street except for interior lots in the SFD-5,100, which may have frontage upon a shared driveway to be maintained by the H.O.A. Frontage requirements for lots on a shared driveway shall be the same as if fronting on a public street. Dimensions of all shared driveways shall be determined by the fire marshal and shall comply with all current IFC Codes.

(D) Of the total number of lots, a minimum of %15 of each of the following lot sizes shall be included:

- (i) SFD-10,000
- (ii) SFD-8,000
- (iii) SFD-6,400

(E) Of the total number of lots, a maximum of %25 shall be SFD-5,100

| <b>Lot Standards</b>                                                            | <b>SFD-10,000</b> | <b>SFD-8,000</b> | <b>SFD- 6,400</b> | <b>SFD- 5,100</b> |
|---------------------------------------------------------------------------------|-------------------|------------------|-------------------|-------------------|
| Minimum Lot Area (SF)                                                           | 10,000            | 8,000            | 6,400             | 5,100             |
| Minimum Lot Width (LF)                                                          | 85                | 75               | 65                | 55                |
| Minimum Front Yard to Living Space or Open Porch (LF)                           | 20                | 20               | 15                | 10                |
| Minimum Street Facing Garage Setback (Measured From Front of Living Space) (LF) | 5                 | 5                | 5                 | 5                 |
| Minimum Interior Side Yard (LF)                                                 | 10                | 8                | 8                 | 7                 |
| Minimum Street Side Yard (LF)                                                   | 15                | 15               | 15                | 10                |
| Minimum Rear Yard (LF)                                                          | 20                | 15               | 15                | 10                |
| Alley Rear Yard Setback to Garage or Living Space (LF)                          | 20                | 20               | 0                 | 0                 |
| Maximum Building Height                                                         | 35                | 35               | 35                | 35                |
| Off Street Parking                                                              | 2                 | 2                | 2                 | 2.5               |

**10.xx.050 Off-street parking and loading.**

Maximum number of homes in a shared driveway of a SFD 5,100 area shall be 6. No parking shall be allowed on shared access driveways. Off-street parking and loading shall be provided as specified in Chapter 10.40 SCC. [Ord. 15-24 § 1 (Exh. A); Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-12-050.]

**10.xx.060 Signs.**

The signs permitted in this zone shall be those allowed in residential zones by Chapter 10.45 SCC. [Ord. 15-24 § 1 (Exh. A); Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-12-060.]

**10.xx.070 Development Requirements**

(A) Minimum land requirements for RPC zone: 100 contiguous acres;

(B) Land Use Master Plan

1. A Land Use Master Plan shall be submitted congruently with the concept plat application and in addition to the requirements of the concept plat submittal found in 8.20.010. The plan shall include the following:
  - (a) Existing property boundaries
  - (b) Proposed lot lines
  - (c) Color coded categories grouped by lot size and/or housing product type
  - (d) Table indicating gross calculations such as number of lots in each housing/lot size category and acreage/ percentage of common space
  - (e) Location and size of common spaces
  - (f) Configuration of streets, trails, and sidewalks
2. The community must be designed by a professional with a Leadership in Energy & Environmental Design for Neighborhood Development (LEED ND) certification.

(C) Traffic Impact Study

1. Developer shall provide a traffic impact study to be submitted congruently with preliminary plat application.

(D) Architectural Theme Plan

1. An architectural Theme Plan shall be submitted congruently with the preliminary plat application and in addition to the requirements of the preliminary plat submittal found in 8.25.010. The plan shall include the following:
  - (a) Examples of design themes that can be duplicated throughout the development that will provide unity and sense of place. Examples may include cladding materials, roof styles, light fixtures, colors, textures, or architecture styles.
  - (b) Conceptual elevations and floor plans
    1. All plans must adhere to the Architectural Requirements detailed in this chapter.

(E) Landscape Theme Plan

1. A Landscape Theme Plan shall be submitted congruently with the preliminary plat application and in addition to the requirements of the preliminary plat submittal found in 8.25.010. The plan shall include the following:
  - (a) Landscape plans for all HOA or common open spaces, streetscapes, and any additional land to be landscaped by the project developer are required. Plans shall specify:
    1. tree locations
    2. hardscape locations
    3. amenities
    4. sidewalks
    5. trails
    6. fencing
    7. entry monument signage design and landscaping

(F) Architectural Requirements

1. The following standards apply to homes within the Master Planned Community Zone:
  - (a) Stucco, masonry, fiber cement siding and/or similar quality construction products shall be used on all exterior walls. No vinyl siding shall be permitted.
  - (b) A minimum of two (2) elevations shall be drawn for each dwelling unit type. Differences between elevations may include rooflines, use of exterior materials, color schemes, use of size of porches, window location, size, shape or treatments and similar features that vary the appearance of the elevation.
  - (c) Where the same dwelling unit type is to be constructed adjacent to or directly across the street, a different elevation shall be used including a different roofline, exterior materials, and color schemes.
  - (d) Rear or side end facades that are visible to a street, park or trail shall include additional treatments such as the addition of the front façade wainscoting down the visible side facade, additional fiber cement siding, additional windows, pop-outs and window or door.
  - (e) To assist in adding architectural variety, side facing, detached, or alley fed garages are encouraged.
  - (f) Outdoor living spaces such as porches, balconies, rooftop gardens, stoops, or patios are required on all dwelling units. Outdoor living spaces must be sized adequately for seating and be oriented towards the street or shared driveway to encourage social interaction with neighbors. Outdoor living spaces that do not face the street or shared driveway may be included in addition to those required to face these areas.
  - (g) When possible, the front façade shall front a public street instead of an interior driveway.
2. A body established and maintained through the HOA shall review all exterior structural changes to any building within the development to ensure that these conform with

the architectural theme plan previously approved by the City Council.

(G) Common Space Requirements:

1. At least 25% of gross project acreage shall be established as common space.
2. Remnant parcels that are inaccessible, have a boundary shape that will not accommodate an amenity, or are otherwise unusable may not be counted towards the common space calculation.
3. Required yard areas within single family detached lots that are intended as useable yard space for the individual units shall not be counted toward meeting the minimum common space requirement.
4. Land dedicated to the city for use as a public park shall not be counted towards common space. The developer shall provide substantial amenities as agreed upon by the City Council with terms and parameters of development and maintenance established in a development agreement. All amenities shall be maintained by an HOA.
5. Landscaping alone does not qualify an area as common space. However, informal landscaped areas for play, relaxation, and meditation are encouraged.
6. Unless otherwise approved by the Council, and subject to the provisions set forth in this Chapter, the underlying fee ownership of all publicly accessible open space land shall remain in single ownership and may be owned and maintained by one of the following entities: homeowners' association, land trust, conservation organization, or governmental entity.
7. Landscaping within common areas must be completed prior to approval of the next consecutive phase of the subdivision.

(H) Required Amenities:

1. Amenities such as hard surface trails, benches, sports fields, picnic shelters, clubhouses, pools, basketball courts, tennis courts, community gardens, pickle ball courts, playgrounds, splash pads, or other amenities as approved by the City Council are required in each common space.
2. Clubhouse plans shall go through site plan review as detailed in 10.20.090 before receiving a building permit.
3. No dwelling shall be located further than 1/8 mile from an amenity 'as the crow flies'.
4. Amenity access shall be shown on a circulation plan indicating how automobiles, cyclists, and pedestrians will access amenities.
5. Storm water detention basins may be considered as common space only if they are designed, landscaped, and include an amenity.

(I) Property Maintenance:

1. A Home Owners Association (HOA) is required to ensure that amenities, landscaping, common spaces, trash removal, building exteriors, and street trees are maintained and/or replaced as needed. The HOA covenants of the community shall be recorded with the county and applied to all phases of development.

(J) Landscaping Requirements:

1. Yard areas shall be designed to avoid water pooling and steep grade changes between lots
2. Streetscapes shall be designed for pedestrian safety and visual interest by using variable front yard setbacks and inclusion of traffic calming measures.
3. Tree lined streets are required.
  - (a) Street trees shall have a minimum two-inch (2") caliper trunk size measured twelve (12) inches above ground level, at the time of installation.
  - (b) Best management practice recommendations as published by the International Society of Arboriculture (ISA) shall be followed to improve tree survival.
  - (c) Street trees damaged or killed must be replaced within one planting season by the HOA.
  - (d) Where street trees are required in front of dwellings, the trees shall be planted by the developer before occupancy is granted for the fronting dwelling.
  - (e) During winter months when tree planting is not practical, the developer shall place sufficient funds in an escrow account to be released once planting is completed.
  - (f) Street trees shall be selected in accordance with the approved tree species in city code 10.30.070.
  - (g) Street trees shall be spaced per the approved species list per park strip width. The approved species list is found in SCC 10.30.070. In no case shall street trees be planted further than 50 feet apart.
4. The landscape plan shall account for aesthetics and passive solar landscape design. Wherever possible, deciduous vegetation including trees and structured climbing plants shall be positioned on the south and west side of building to provide shade in the summer and sun in the winter. The proposed height of these trees should be indicated on plans to ensure that their height is adequate to provide passive solar benefits to adjacent structures. The intent of these plantings shall be noted on the plan for clarification.
5. Landscape design shall screen utility boxes for phone, power, telecommunication, and other unsightly utilities from view in all directions.

(K) Traffic Circulation Requirements:

1. A hierarchy of Local, Collector, and Arterial shall be designed as specified in the Transportation Master Plan or determined by staff review.
2. Collector streets should not contain right angles and should be generally continuous, utilizing traffic calming measures such as chicanes, curb "bulb-outs", street islands, mid-block pedestrian crossings, bicycle lanes, cycle tracks, curbed bio swales, raised planted medians, street trees, decorative crosswalks, traffic circles, or other measures approved by the City Council. All traffic calming measures shall comply with the International Fire Code.

3. All local streets should utilize the low volume local cross section from the city engineering standards.
4. Dedicated pedestrian and cycling facilities designed to provide safe and attractive recreation opportunities are required to be included in each street right-of-way.
5. All required street lighting shall match the development theme, as approved by the City Council.
6. All corners of street intersections must be landscaped with decorative landscaping including boulders, shrubs, decorative grasses, mulch, flagstones, decorative ground-cover other than sod, or other decorative measures approved by the City Council.
7. Alleys shall be a maximum of 16 feet in width.
8. Paved walkway to the front door which extends to the public walkway or public street shall be provided. Decorative landscaping shall be included for 1.5 feet on one or both sides of all private walkways leading to front doors.

(L) Block size:

1. Blocks shall not exceed 1,320 in length.
2. Mid-block pedestrian access ways shall be provided where block lengths are longer than 1,000 ft. or to maintain the maximum 1/8 mile distance between amenities and residents.

(M) Trails:

1. All trail locations within the development boundaries shall be improved per the Trails Master Plan and built to city engineering standards.
2. Trails should connect with other sidewalks and trail facilities whenever possible.
3. A 10' wide concrete or asphalt trail is encouraged in lieu of sidewalk along arterial roads.
4. Trailside seating is required at 0.5 mile intervals along the trail system.
  - (a) Seating shall be built over a weed barrier or solid surface.
5. If trails will be dedicated to the city, all trail maintenance and ownership agreements shall be finalized in a development agreement.

(N) Sensitive Areas:

1. Wetland areas identified through studies required in the sensitive overlay zone, shall be preserved with a conservation easement.

**10.xx.080 Land Use Approval Process.**

- (A) Due to the unique nature of Master Planned Community Developments, an alternate approval process is hereby adopted. This process is adopted to ensure that the land use authority has a clear understanding of the nature of the proposed development prior to giving zone approval, and then expediting development after approval is given. It also calls for more detailed plans as the project develops, so that a property owner will have opportunities to receive input from the City Council on the project prior to investing in detailed plans.

- (B) Requests for General Plan Map amendment, pursuant to section 10.20.060 of this Code, shall be accompanied by the documents required for a Subdivision Concept Plan, as provided in Chapter 8.20, for the entire development. These items shall be considered concurrently, with input provided by the Planning Commission and City Council to the property owner during the approval process. The City Council is the land use authority for this joint application, with the Planning Commission acting in a recommending capacity.
- (C) Requests for an amendment to the Zoning Map, pursuant to section 10.20.070 of this Code, shall be accompanied by the documents required for a Preliminary Subdivision Review, as provided in Chapter 8.25, for the entire development. The application shall also be accompanied, to the extent SCC Chapter 8.25 does not require it, by:
1. Master plan, including lot sizes and densities for each lot;
  2. Circulation plan;
  3. Architectural theme plan; and
  4. Landscaping theme plan.
- (D) The Preliminary Subdivision Plat shall be considered concurrently with the Zoning Map Amendment. The City Council is the land use authority for this joint application, with the Planning Commission acting in a recommending capacity.
- (E) Final Subdivision Approval for each phase of development for a Master Planned Community shall proceed as provided in Chapter 8.30.
- (F) The entirety of the proposed project must be presented and approved in one approval process. After the City Council grants preliminary approval of a development, no additional phases may be added.



# CITY COUNCIL WORK MEETING AGENDA

August 23rd, 2016

## Agenda Item "f"                      **Code Amendment - 10.75.040 PRD**

### *Factual Summation*

It has been requested that the language for common and open spaces in the PRD zone be examined to ensure that it meets the spirit and intent of the zone.

May 17, 2016 - PC gave direction to staff during the work session. Multiple ideas were discussed all with the intent to clarify what the common spaces should be like in a PRD development and how to prevent unwanted arrangement of open spaces that favors the developer and not the city or residents. Ideas included removing the open space definition all together to avoid confusion with common space, adding a minimum distance around structures that can be counted towards common space, reducing the required percentage of open space, ensuring that side and rear spaces be excluded from open spaces.

June 7, 2016 - A draft ordinance was reviewed in work session. PC further discussed the problems that need to be addressed. It was requested that the language further protect the city from 'spaghetti bowl' common spaces, and to ensure an 'open feel' in the development. It was agreed that staff would return with a revised draft.

June 21, 2016 - A draft ordinance was reviewed in work session. PC further discussed the problems that need to be addressed. It was requested that the language clarify who can access the installed amenities, timing for amenity installation, and the method of calculating the total required open space. It was agreed that staff would return with a revised draft.

July 5, 2016 - There was some discussion about bringing back the open space requirement, but the group felt that the revisions as presented were sufficient to remedy the issue at hand.

July 19th, 2016 - Planning Commission voted to forward a recommendation for approval to City Council with a small change to increase the common space to 25% instead of 20%

### *Attachments:*

- Potential Ordinance

## **Chapter 10.75**

### **PRD – PLANNED RESIDENTIAL DEVELOPMENT**

Sections:

- 10.75.010 Purpose.
- 10.75.020 Permitted uses.
- 10.75.030 Conditional uses.
- 10.75.040 Minimum lot standards.
- 10.75.050 Development plan and agreement requirements.
- 10.75.060 Design standards.
- 10.75.070 Street design.
- 10.75.080 Off-street parking and loading.
- 10.75.090 Signs.

#### **10.75.010 Purpose.**

The purpose of this zone is to allow diversification in the relationship of residential uses to its sites and permit directed flexibility of site design. Further, its intent is to encourage a more efficient use of the land and the reservation of a greater proportion of common space for recreational and visual use than other residential zones may provide and to encourage a variety of dwelling units that allow imaginative concepts of neighborhood and housing options and provide variety in the physical development pattern of the City. This will allow the developer to more closely tailor a development project to a specific user group, such as retired persons.

The intent of this zone is to encourage good neighborhood design while ensuring compliance with the intent of the subdivision and zoning ordinances. All dwelling units are to be held in private individual ownership. However, the development shall contain common or open space and amenities for the enjoyment of the planned community that are developed and maintained through an active homeowners' association or similar organization with appointed management. [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-15-010.]

#### **10.75.020 Permitted uses.**

The following are permitted uses by right provided the parcel and building meet all other provisions of this title and any other applicable ordinances of Syracuse City:

- (A) Accessory uses and buildings (maximum 200 square feet).
- (B) Churches, synagogues, and temples.
- (C) Dwelling units, single-family (no more than four units attached).
- (D) Educational services.
- (E) Household pets.
- (F) Private parks.
- (G) Public and quasi-public buildings.

Red = proposed text, ~~Crossed out text~~ = existing text to be removed

(H) Residential facilities for persons with disabilities and assisted living centers. [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-15-020.]

#### **10.75.030 Conditional uses.**

The following may be permitted conditional uses for nonattached dwellings, after approval as specified in SCC 10.20.080:

- (A) Day care centers (major).
- (B) Home occupations (minor or major).
- (C) Temporary commercial uses (see SCC 10.35.050) (minor).
- (D) Temporary use of buildings (see SCC 10.30.100(A)(9)) (minor). [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-15-030.]

#### **10.75.040 Minimum lot standards.**

All lots shall be developed and all structures and uses shall be placed on lots in accordance with the following standards:

- (A) Density: overall density of six dwelling units per gross acre.
  - (1) The development shall provide a standard road right-of-way of 60 feet which shall include curb, gutter, and sidewalk improvements;
  - ~~(2) Open space/common space shall be a minimum 50 percent of the total land area, excluding roadways, buildings, acreage and excluding any above ground City infrastructure. Of that 50 percent, 30 percent shall be in open space and 20 percent in common space;~~
  - (2) A minimum of 25% of the gross acreage of the project shall be developed as common space. Common space areas shall:
    - i. be landscaped by the developer with turf, trees, shrubs, ground cover, amenities, and an automatic sprinkling system.
    - ii. be equally accessible and distributed for all residents of the HOA community. Access by the general public may be included as agreed upon in a development agreement.
    - iii. be generally contiguous, not a collection of remnants.
    - iv. create an open atmosphere where development does not feel overly intense.
    - v. not include required front, side, and rear, yard areas towards common space acreage.
    - vi. be administered by an active homeowners association.
    - vii. be permanently restricted from future development and shown on the subdivision plat as perpetually common.
    - viii. include multiple amenities from the following list: club house, tennis court, pickleball court, basketball court, playground, community garden,

picnic shelter, swimming pool, park benches, walking trails, outdoor exercise equipment, dog park, or splash pad. City council shall approve all proposed amenities and may approve an amenity not included in this list.

- ix. include approved amenities in each segment of common area, landscaping alone does not qualify a segment as common space.
- x. Common spaces shall be installed proportional to the progress of the development. Common space amenities not completed before the recording of the phase that it resides in, shall be guaranteed with an escrow agreement amount equivalent to the cost to install said amenity.

(4) (3) The aesthetic and landscaping proposals shall provide for trees and shrubs that break up the look of having the same building style duplicated throughout the development and shall be in accordance with the Architectural Review Guide;

~~(5) For the purpose of this section, landscaping is not considered to be an amenity;~~

(6) (4) The development shall provide adequate off-street parking area(s), subject to requirements of this chapter and off-street parking requirements as found in Chapter 10.40 SCC; and

~~(7)~~(5) The development design shall include a direct connection to a major arterial, minor arterial, or major collector roadway.

(B) Lot width: determined by development plan.

(C) Front yard: 20 feet.

(D) Side yards: a minimum of 16 feet between primary structures and eight feet from the property line.

(E) Rear yard: a minimum of 15 feet.

(F) Building height: as allowed by current adopted building code, with a maximum height of 30 feet to the top of the roof structure.

(G) Structure: ~~attached~~ units shall not have a single roofline and shall have variations in architectural style between the buildings. The units shall include a minimum of two-car garages for each unit and shall not be the major architectural feature of the building. [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1998; Code 1971 § 10-15-040.]

#### **10.75.050 Development plan and agreement requirements.**

(A) Subdivision ordinance requirements shall generally apply to planned residential communities. The developer shall submit a residential development plan of all project phases for City consideration and approval and shall integrate the proposed development plan into a development agreement between the developer and City. The development agreement shall undergo an administrative review process to ensure compliance with adopted

City ordinances and standards with approval by the City Council. The subdivider shall develop the property in accordance with the development agreement and current City ordinances in effect on the approval date of the agreement, together with the requirements set forth in the agreement, except when federal, state, county, and/or City laws and regulations, promulgated to protect the public's health, safety, and welfare, require future modifications under circumstances constituting a rational public interest.

(B) A planned residential development must have a minimum of five acres.

(C) The developer shall landscape and improve all open space around or adjacent to building lots and common spaces and maintain and warrant the same through a lawfully organized homeowners' association, residential management company, or similar organization.

(D) The development plan submitted for review shall show the location and building elevations with exterior building materials, size, and general footprint of all dwelling units and other main buildings and amenities.

(E) The development plan submitted for review shall include landscaping, fencing, and other improvement plans for common or open spaces, with the landscaping designed in accordance with an approved theme to provide unity and aesthetics to the project. The plan shall include all special features, such as ponds, fountains, signs, walking paths, inviting entryways, etc., together with a landscape planting plan. Common space should be the emphasis for the overall design of the development, with various community facilities grouped in places well related to the common space and easily accessible to pedestrians.

(F) A planned residential community shall be of sufficient size, composition, and arrangement to enable its feasible development as a complete unit, managed by a legally established owners' association and governed by enforceable, duly recorded CC&Rs. [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-15-050.]

#### **10.75.060 Design standards.**

The Land Use Authority shall approve the required common building theme. The design shall show detail in the unification of exterior architectural style, building materials, and color and size of each unit; however, the intent is not to have the design so dominant that all units are identical.

Residential dwellings shall comply with SCC 10.30.020. [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-15-060.]

#### **10.75.070 Street design.**

The Land Use Authority may approve an alternative street design so long as it maintains the City's minimum rights-of-way. The developer shall dedicate all street rights-of-way to the City. [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-15-070.]

#### **10.75.080 Off-street parking and loading.**

For multi-unit developments, one additional off-street parking space shall be provided for each unit of four dwellings. Off-street parking and loading shall be as specified in Chapter 10.40 SCC; provided, however, that the City may limit or eliminate street parking or other use of City rights-of-way through the employment of limited or alternative street designs. [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-15-080.]

**10.75.090 Signs.**

The signs permitted in this zone shall be those allowed in residential zones by Chapter 10.45 SCC. [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-15-090.]



# COUNCIL AGENDA

## August 23, 2016

Agenda Item “g”                      Recruitment, Retention, and Compensation  
Policy-Amended

### *Factual Summation*

- Any question regarding this agenda item may be directed at Brody Bovero, City Manager.
- Pursuant to August 9th meeting, the Council tabled the adoption of the attached draft policy for further discussion.

### Amended Memo – August 22, 2016

- Attached to the memo is an August 17, 2016 email from Councilmember Bolduc that outlines her research on benchmarking from other cities.
- Attached you will see a second draft policy that includes three edits from the August 9<sup>th</sup> Draft. These edits were not discussed in a work session but are submitted for the Council’s consideration.
  - The first edit provides additional detail on a methodology to provide “like to like comparisons” as stated in the draft policy.
  - The second edit proposes a lifetime maximum career development reimbursement benefit of \$5,000.
  - The third edit proposes an annual maximum budget amount of \$25,000 for the career development reimbursement program.



## **SYRACUSE CITY RECRUITMENT, RETENTION, AND EMPLOYEE COMPENSATION 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

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.

### **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 that align with this policy.

### **AUTHORITY**

Section 5.020 of the City Personnel Policies & Procedures Manual states that the City Council shall adopt and maintain a compensation plan, which sets salary & wage administration policy.

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.

### **BUDGET PLANNING**

Ongoing in each budget year for new Syracuse tax revenue over the previous year, at least 30% shall be retained towards employee compensation.

### **WAGE SCALE POLICY:**

Syracuse City shall not participate in collective bargaining.

Any market or benchmark adjustment in the wage scale may be matched by an adjustment in salary at the discretion of the council. Any employee that is performing below the “meets expectations” level will not be eligible for any market/benchmark adjustment.

The council may review the wage scale every ~~5~~<sup>4</sup> years. The council shall review the wage scale every ~~4~~<sup>8</sup> years.

When the council reviews the wage scale, at least 5 distinct economic indicators shall be used to evaluate overall wage trends in Utah. One of these indicators shall be Syracuse sales tax revenues.

If sales tax is stagnant, or moves downward, a freeze ~~shall~~<sup>may</sup> occur for all Merit increases for at least 2 years. When Syracuse Sales tax revenue increases for at least ~~4 consecutive quarters~~<sup>6 months</sup>, or two years have passed and Syracuse sales tax revenue has increased for at least 2 consecutive quarters, then the freeze shall be lifted.

The council may review the wage scale in the interim if a position has experienced more than normal turnover or an employee has presented the city with an offer from a city within 20 miles of Syracuse and the city wishes to retain the employee.

The salary & wage scales shall be set so that the minimum, mid-range, and maximum for each position fall within the 50<sup>th</sup> percentile of the benchmark cities.

#### WAGE SCALE REVIEW POLICY:

The city council and the city manager shall mutually oversee any wage scale review and/or adjustment.

**To obtain a general overview of the health of the national, state, and local economies, when reviewing the wage scale, the following 4 distinct economic indicators shall be reviewed:**

- A comparative benchmark obtained through an independent contract that has been subject to the RFP process and be conducted under the direction of the city council and city manager. OR in-house benchmarking under the following conditions:
  - If in-house benchmarking is used, only detailed, like to like comparisons shall be used. Any in-house benchmarking shall be reviewed by the mayor and council for two consecutive meetings and a public hearing shall be held to present the methodology and the results of the benchmarking to the public.
  - For all positions, there shall be at least 15 comparisons from unique cities or business. If private businesses are used for benchmarking, benefits shall also be compared and at least 1/3 of the unique comparisons shall be from private businesses for that benchmark.

- Syracuse City Sales Tax Revenue showing an increase or a stable direction only. If Syracuse sales tax revenue is stable or shows an increase year over year for at least 3 years previous, the council may consider raising wage scales. If our sales tax revenue is down in any month in the previous year, wage scales ~~shall~~may be frozen.
- ECI (Employee Cost Index)
- PPI (Producer Price Index – Final Demand)

**OTHER INDICATORS THAT MAY BE USED FOR REVIEW:**

- The delta for Government data for real household income compared historically to 10 previous years.
- Social Security Cost of Living Adjustment (an average of the previous 5 years calculations including negative numbers) If the result is less than -0.5, the wage scales should adjust downward that amount. If the result is greater than 0.5, the wage scales should adjust upward that amount. If the average is between -0.5 and 0.5, the wage scales should stay the same.
- CPI-W

If indices and Syracuse sales tax revenue trend downward for a period of 12 consecutive months, the city council may adjust wage scales downward.

**BENEFITS**

As indicated in the Recruitment and Retention Policy, the City desires to offer employee benefits that are competitive. The benefits offered are governed by Chapter 7 of the Personnel Policies & Procedures Manual. The City’s benefit package shall be reviewed annually and be approved by the City Council through the annual budget process.

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.

**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.

### **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.

Employee evaluations shall be performed by employee Supervisors and reviewed by the department head and the city manager. The city manager shall adjust supervisor and department head reviews for managerial bias per department. The city manager shall not adjust upward any performance evaluation score lower than 3.

The Mayor, and City Council shall review the Performance Evaluations for the Department Heads, the City Recorder, and the City Attorney. The City manager shall review and rate these employees.

Each Department Head and the City Manager shall meet with and be evaluated by the Mayor and City Council.

All employees shall sign an acknowledgement of receipt of the Performance Evaluation.

### [Biennial Departmental Reviews](#)

[Every 4 months an hour of the cities work session will be set aside to review one of six groups \(departments\) of the city. These groups are divided and identified as Police, Fire, Public Works, Parks and Recreation, CED, and general Administration. During this review the department head will present goals of the department, progress towards goals and assignments, department status \(or state of the department\), and general information. This is a time for the council to provide input and direction for future department goals and projects. This is an appropriate time to discuss the utilization of resources and additional resources required to accomplish future goals.](#)

**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. The City may provide Merit increases based on the employee’s performance of job duties and acquisition of needed skills, for the purpose of retaining excellent employees.

An employee is eligible for a merit increase after receiving an annual evaluation of 3.0 “Meets Expectations” or better for their merit increase trigger years in the merit map. The merit increase will be effective on July 1<sup>st</sup> (note: Effective on the first pay period with a July start date) following the annual evaluation upon merit step completion in the merit map. Any merit increases shall be given according to the Merit Map steps for that employee. No increase shall be given if, for any inter-merit increase year, the employee has received an evaluation below 3.0 “meets expectations” unless the city manager approves the increase based on significant improvement seen in the deficient performance areas. All merit increases shall reflect the percentage increase in the merit maps multiplied by the employee’s current salary.

Merit increases in multi-year Merit Step Increases shall be based on an average of the Annual Performance Evaluation Scores for the years spent in that Merit Step.

All PEP Merit increases shall be marked in the Merit Map for that Department to enable tracking of performance scores and subsequent increases according to the color code in the chart below. Wage compression shall not be considered for any employee performing under 4.49 on their Annual Performance Evaluation.

The target rate for movement through the Merit Map for each employee shall be set at the Merit Increase ~~of 85% associated with an evaluation score of 4.0 to 4.49~~ of the Merit Map Step Increase per the employee evaluation score. If an employee “consistently exceeds expectations”, which is a score of 4.5 or higher, that employee will move through their merit map at an accelerated rate.

| Annual Performance Evaluation Score | Merit % Step Increase per Merit Map |
|-------------------------------------|-------------------------------------|
| 5 to 4.5                            | <del>100</del> <u>115</u> %         |
| 4.49 to 4.0                         | <del>85</del> <u>100</u> %          |
| 3.99 to 3.75                        | <del>70</del> <u>85</u> %           |
| 3.74 to 3.5                         | <del>55</del> <u>70</u> %           |
| 3.49 to 3.25                        | <del>40</del> <u>55</u> %           |
| 3.24 to 3                           | <del>35</del> <u>40</u> %           |
| Below 3                             | 0                                   |

An employee who advances or promotes to a higher position shall be placed in the new grade in the Merit Step that is closest to, but not less than, their current salary. If that new grade step is less than 2% of the employee’s salary prior to advancement, the employee shall receive an increase up to 2% based on merit. The advanced employee shall complete full time in the new step. The employee is ~~still~~ not eligible for merit increase in that year. Any advancement to a higher position shall require significant employee improvement. No employee advancement shall be given solely for time served.

**PUBLIC SAFETY AND PUBLIC WORKS CERTIFICATE ADVANCEMENT PROGRAM**

For each position in public works and public safety, the City Council may pre-approve an outline of optional programs, trainings, certifications, or other similar knowledge or skill enhancement measures. Such optional programs shall be above and beyond the normal requirements of the position, and are meant to further develop the employee in a way that he/she can provide a better, more knowledgeable service to the City. Participation in such program will be at the option of the employee, with coordination from the department head, City Manager, and City Council.

For each employee that utilizes this program, a maximum employee lifetime reimbursement shall be \$XXXX. The amount of each increase is dependent on the difficulty of the program and the added value to the City. An employee is only eligible to receive a career development ~~increase~~ reimbursement if he/she achieved an evaluation score of 3.0 -“Meets Expectations” or better on his/her latest performance evaluation.

Commented [BB1]: Amount needs to be entered.

After completion of an approved Career Development Program, the employee shall receive up to 50% reimbursement after 1 year following completion and 25% for the following 2 years as long as the employee maintains a 3.0 “meets expectations” or better performance evaluation.

**Planned Budget for Career Development Increases**

Prior to adoption of each annual budget, the department head will coordinate with each employee that plans to complete an eligible program. The department head will submit the anticipated budget amount with the draft department budget and will subject to approval by the City Council with the annual budget. No more than \$XXXX shall be budgeted in any budget year.

Commented [BB2]: Amount needs to be entered.

**OTHER COMPENSATION ITEMS**

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

**BONUSES OUTSIDE OF MERIT INCREASES:**

Bonuses between merit increase years may be given, for the following purposes:

- to recognize sustained outstanding performance by an employee who is at the top of the pay scale (i.e., "maxed out")
- to compensate an employee for significant additional responsibility, i.e., obtaining a significant grant benefit for the city, saving the city a significant amount of money by increasing efficiencies, performing an additional job in another employee’s absence undertaken for a limited time period, for which the employee was not otherwise adequately compensated.
- All bonuses shall be submitted for approval to the city council.

Bonuses awarded for saving the city money shall be no more than 410% of the net amount saved to the city with a cap of \$10,000 for any one bonus. Bonuses awarded for other reasons shall be no more than 1% of the employee’s annual salary. Only one bonus per employee per year shall be awarded.



## **SYRACUSE CITY RECRUITMENT, RETENTION, AND EMPLOYEE COMPENSATION 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

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.

### **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 that align with this policy.

### **AUTHORITY**

Section 5.020 of the City Personnel Policies & Procedures Manual states that the City Council shall adopt and maintain a compensation plan, which sets salary & wage administration policy.

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.

### **BUDGET PLANNING**

Ongoing in each budget year for new Syracuse tax revenue over the previous year, at least 30% shall be retained towards employee compensation.

### **WAGE SCALE POLICY:**

Syracuse City shall not participate in collective bargaining.

Any market or benchmark adjustment in the wage scale may be matched by an adjustment in salary at the discretion of the council. Any employee that is performing below the “meets expectations” level will not be eligible for any market/benchmark adjustment.

The council may review the wage scale every 4 years. The council shall review the wage scale every 8 years.

When the council reviews the wage scale, at least 5 distinct economic indicators shall be used to evaluate overall wage trends in Utah. One of these indicators shall be Syracuse sales tax revenues.

If sales tax is stagnant, or moves downward, a freeze may occur for all Merit increases for at least 2 years. When Syracuse Sales tax revenue increases for at least 6 months, or two years have passed and Syracuse sales tax revenue has increased for at least 2 consecutive quarters, then the freeze shall be lifted.

The council may review the wage scale in the interim if a position has experienced more than normal turnover or an employee has presented the city with an offer from a city within 20 miles of Syracuse and the city wishes to retain the employee.

The salary & wage scales shall be set so that the minimum, mid-range, and maximum for each position fall within the 50<sup>th</sup> percentile of the benchmark cities.

#### WAGE SCALE REVIEW POLICY:

The city council and the city manager shall mutually oversee any wage scale review and/or adjustment.

**To obtain a general overview of the health of the national, state, and local economies, when reviewing the wage scale, the following 4 distinct economic indicators shall be reviewed:**

- A comparative benchmark obtained through an independent contract that has been subject to the RFP process and be conducted under the direction of the city council and city manager. OR in-house benchmarking under the following conditions:
  - If in-house benchmarking is used, only detailed, like to like comparisons shall be used. "If in-house benchmarking is used, only detailed, like to like comparison shall be used. The City Council shall determine the pool of benchmark cities. The City shall obtain a listing of the current comparable positions in benchmark cities. For each Syracuse City position, the City shall gather a listing of the actual wages of each employee in a comparable position from the other benchmark cities. Each comparison shall also include a listing of the employee position, current wage scale, number of years of service or years of service with that city, general duties, and number of employees each position supervises. The wage

scale of each Syracuse City position shall be compared with comparable scale from the other cities with the minimum and maximum wage set at the 50<sup>th</sup> percentile of the benchmark group. Any in-house benchmarking shall be reviewed by the mayor and city council for two consecutive meetings comparing the Syracuse City employee with comparable employees from other cities, using the data collected. From this analysis, the wage of the Syracuse City employee may be adjusted at the discretion of the Council following a Public Hearing that shall be held disclosing the methodology used and the results of the benchmark to the public."

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| <b>Annual Performance Evaluation Score</b> | <b>Merit % Step Increase per Merit Map</b> |
|--------------------------------------------|--------------------------------------------|
| 5 to 4.5                                   | 115%                                       |
| 4.49 to 4.0                                | 100%                                       |

|              |     |
|--------------|-----|
| 3.99 to 3.75 | 85% |
| 3.74 to 3.5  | 70% |
| 3.49 to 3.25 | 55% |
| 3.24 to 3    | 40% |
| Below 3      | 0   |

An employee who advances or promotes to a higher position shall be placed in the new grade in the Merit Step that is closest to, but not less than, their current salary. If that new grade step is less than 2% of the employee’s salary prior to advancement, the employee shall receive an increase up to 2% based on merit. The advanced employee shall complete full time in the new step. The employee is not eligible for merit increase in that year. Any advancement to a higher position shall require significant employee improvement. No employee advancement shall be given solely for time served.

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For each employee that utilizes this program, a maximum employee lifetime reimbursement shall be \$5,000. The amount of each increase is dependent on the difficulty of the program and the added value to the City. An employee is only eligible to receive a career development reimbursement if he/she achieved an evaluation score of 3.0 -“Meets Expectations” or better on his/her latest performance evaluation.

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**Planned Budget for Career Development Increases**

Prior to adoption of each annual budget, the department head will coordinate with each employee that plans to complete an eligible program. The department head will submit the anticipated budget amount with the draft department budget and will subject to approval by the City Council with the annual budget. No more than ~~\$XXXX~~ 25,000 shall be budgeted in any budget year.

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**BONUSES OUTSIDE OF MERIT INCREASES:**

Bonuses between merit increase years may be given, for the following purposes:

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- All bonuses shall be submitted for approval to the city council.

Bonuses awarded for saving the city money shall be no more than 10% of the net amount saved to the city with a cap of \$10,000 for any one bonus. Bonuses awarded for other reasons shall be no more than 1% of the employee's annual salary. Only one bonus per employee per year shall be awarded.

**From:** [Corinne Bolduc](#)  
**To:** [Terry Palmer](#); [Cassie Brown](#); [Karianne Lisonbee](#); [Andrea Anderson](#); [Mike Gailey](#); [Dave Maughan](#); [Corinne Bolduc](#)  
**Subject:** Information on Cities" Benchmarking  
**Date:** Wednesday, August 17, 2016 6:35:34 PM

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Dear Mayor,

I'm sending this with my home email as I haven't had time to figure out the details of the email change, except to get it loaded on my iPad. I had called some small cities and some large cities (with the exception of Clearfield, as we already had the outline of their benchmark system) to have a better picture of how cities approach benchmarking and compensation. If you want more information, cities are very willing to share what they do.

As you requested:

### **Clearfield**

50th percentile - page 6 of the 2016 Clearfield Benchmark Study listed under "Market Range."

### **North Ogden**

Spoke with their City Recorder and HR Director, Annette (she does both jobs)

"We do not use a set benchmark for across the board for employees."

"At least 80% of our employees are not at the 50%."

"This spring we were presented with some numbers for salaries for the police. I called many cities asking salaries specific to positions, and salaries were much less than what was presented. I had every city email me the amounts and I presented it to the council. I intend to do that with all our positions."

"I encourage other incentives to our employees instead of always salary, like having their Birthday as a paid-off day, flexible work schedules and 401K matching so we don't have to pay taxes on it."

### **Kaysville**

Spoke with City Manager Dean

"We don't have a set benchmark percentile for all employees."

"We use a Grade/Step program. According to evaluation, our employees earn a full step or any place in-between."

"Our employees receive an evaluation internally and an evaluation with the market."

"We hire new employees at a minimum salary but we will put them someplace higher in the Grade/Step if they have more experience."

"We compare to 12 other cities with a similar tax base and if they have a power utility, plus a few other indicators."

### **Sunset**

Spoke with their City Recorder Sue, due to them not having a City Manager

"We just look at our employee wages every once in awhile and, if they are low, then we give a raise, depending on if funds are available and with the Council's decision."

### **Clinton**

Spoke with City Manager Dennis

"Our Council wanted us to place wages as close to the middle as possible. But if the position demands it, it may be adjusted. It all just depends on what you can afford."

“We try to have as much parity as possible with departments when comparing wages.”  
“A Benefits package should be considered as part of the employees’ overall compensation.”  
“We try to keep our employees with a good benefits package.”

### **South Weber**

Spoke with Mayor Tamera Long

“Right now in our city, Benchmarking is a 4-letter word.”

“A couple years ago, our city manager convinced the council to approve an 8% pay increase per “benchmarking” and stacking of raises. So they haven’t and won’t be getting a raise for awhile.”

### **West Valley**

Spoke with Finance Director, Jim Welch

“Our HR uses a salary survey to benchmark.”

“We do not have a COLA. We used a Step/Grade system with 16-18 steps. They are at about 2 to 2 1/2% per step.”

“It isn’t an annual guarantee. The management proposes the % and the Council decides.”

“If you use just Merit, you will lose employees.”

“We do not have a tuition reimbursement program. That went away back in 2008.”

“We do not give raises for completing education, unless the employee is filling a position where the education is required to be hired for that position. We hire them at a lower wage and when they finish the education for the position, we give them a raise to that position.”

### **West Jordan**

Spoke with Financial Assistant, Shehan Jaro

“We use a Step Program. It is based on an evaluation of 1, 2 or 3. Earning a 2 or greater, the employee gets to step.”

“Any adjustment to the step program is voted upon by the City Council.”

“General City Employees have a 14 year set plan with raises of 2.75% between steps.”

“Police Officers have an 8 year step plan with raises of 5% between steps.”

“Our city hasn’t seen a lot of attrition in police officers over the last couple of years. I believe we had 4 officers leave about 3 years ago and 3 of them came back. I have a feeling our step plan had something to do with that.”

“We have a maximum tuition reimbursement of \$2,500. The employee has to provide receipts to get paid.”

“We do not receive raises for completing certification or education.”

### **South Jordan**

Interesting notes per Mr. Jaro who left So. Jordan not long ago to work for West Jordan

“South Jordan uses a COLA.”

“They have a major problem retaining police, so they moved to a Step/Grade program for the police.”

“They have a large turn-over in all their departments because of the atmosphere.”

Thanks,  
Corinne



# CITY COUNCIL WORK MEETING

August 23, 2016

## **Agenda Item "h"**

## **Title 4 Amendments re: Secondary Water**

This summer we experienced a period of water shortage in which there was insufficient water pressure in the secondary system for many users to irrigate their lawns. Several city officials received reports of wasteful watering practices, even during that difficult time. Although pressures have been restored this year, it is not an unlikely scenario that the City could run into similar problems in future years. It has been requested that staff put together an ordinance which strengthens the City's ability to enforce mandatory watering restrictions and to deter wasteful watering.

The accompanying draft presents some ideas for such an ordinance. It is presented to facilitate discussion, and is by no means considered a complete document. It is hoped that over the next few months the draft will be modified until it meets the needs of our community, with an aim of having it in effect by the 2017 watering season.

Major decision points include:

- (1) The type of conduct considered wasteful
- (2) The measurement of when acceptable conduct becomes wasteful conduct
- (3) Appropriate exemptions that do not create inappropriate loopholes
- (4) Enforcement tools to be employed
- (5) The severity of enforcement tools
- (6) Procedure for enforcement and appeals
- (7) The logistical reality of enforcement – who will do it, how many hours will it take, and what will be its cost?

We do not anticipate a lengthy discussion during this work meeting, considering the other items on this full agenda. Further, as it is late in the watering season, any changes would have no effect this year. It is hoped that this will spur thoughts and discussion among your constituents, and that we can have a robust discussion on the topic during the September Work Session.

Questions regarding the ordinance may be directed to Robert Whiteley, Paul Roberts, or Brody Bovero.

#### 4.25.130 Waste Prohibited.

A. The waste of city-provided water for any purpose, including landscape irrigation, is hereby declared to be in detriment to the public health, welfare, and safety of the community.

B. For purposes of this section, a person wastes water when any of the following apply to their use of city-provided water:

1. The person uses outdoor irrigation in violation of a mandatory water restriction imposed by the City Council;

2. The person irrigates during the hours of 10:00 AM and 6:00 pm, unless otherwise excepted as provided in subsection (E);

3. When, due to outdoor irrigation, water pools upon neighboring properties or in streets or storm drains for a period of greater than ten (10) minutes;

4. When city-provided water, as a result of overuse or overwatering by the property owner, causes damage to neighboring properties; or

5. When a user has been notified of deficient conditions in the user's water system as provided in subsection (C), has failed to make repairs to those systems within fifteen (15) days' notice, and water has escaped the system because of that deficiency.

(C) It shall be unlawful for any pressure irrigation water user ~~to waste water, or to allow water~~ ~~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.~~

(D) This section only applies to pressure irrigation water provided by the City. It does not apply to the use, storage, or waste of water purveyed through other entities directly to the user.

(E) The following are not violations of this section:

(1) Watering necessary to establish new landscaping, such as sod or grass seed;

(2) Attended spot-watering using a hose; and

(3) Incidental use for purposes of diagnostics or maintenance of irrigation systems.

(F) Enforcement of mandatory water restrictions.

In years during which the City Council has, by resolution, instated mandatory water use restrictions, the following enforcement actions may be taken:

1. A person who is found to be wasting water for the first time during a calendar year shall be issued a written warning, which warning shall provide notice of potential penalties and the eventual loss of secondary water use on the property.

2. A person who has previously had a warning issued against their property during a calendar year, and who is found to be wasting water a second time, may be issued a civil citation requiring them to pay \$100.00.

3. A person who has previously had a citation issued against their property during a calendar year, and who is found to be wasting water, may be issued a civil citation of \$250.00.

4. A property for which two citations have been issued during a calendar year, and on which a person is found to be wasting water, shall have secondary water service terminated for the remainder of the calendar year. This section shall not prohibit a new owner from reconnecting service upon proof of change in ownership.

5. Failure to pay a civil fine associated with water waste, or to make satisfactory payment arrangements with the Utility Billing Department, within thirty (30) calendar days of service of the citation, shall result in the termination of secondary water until the fine and applicable reconnection fees are paid. Notice that services will be terminated for non-payment of the civil fine shall be printed on each civil citation issued.

#### G. Notice.

1. Warnings may be issued by hanging notices on the front door of the residence or in another prominent location on the property. Personal service is not required, and failure to receive the warning shall not be a defense to future civil penalties or shut-off.

2. Citations may be served by any of the following methods:

\_\_\_\_\_ a. Personal service upon a person 14 years of age or greater who resides at a residence, is employed at a business, or is listed as an agent for the property owner;

\_\_\_\_\_ b. By posting in a prominent place, such as upon a front door or fence; or

\_\_\_\_\_ c. By mail, return service requested. Certified mail is not required. If service is accomplished by mail, then an additional two business days shall be added to the deadline associated with that citation.

3. Shut-off of pressure irrigation water shall proceed in accordance with practices established in section 4.25.100 of this Code.

#### H. Appeal.

1. A person who has been issued a citation or shut-off notice may appeal that decision by filing a written notice of appeal, which appeal shall be heard by the City Council at its next

regular meeting, provided the appeal is filed at least five calendar days prior to the Council Meeting. A pending appeal stays shut-off action.

2. Failure to file a written appeal within fourteen (14) calendar days from the date of the citation or shut-off notice shall be deemed a waiver of the right to appeal the citation or notice.

3. A person who is the subject of a citation or shut-off notice shall be entitled to be represented by counsel or another representative, shall have the opportunity to present evidence, and shall be permitted to cross-examine any witnesses presented by the City. The proceedings are designed to be informal in nature, and court rules do not apply.

4. No appeal is available for warnings, and an appeal of shut-off due to non-payment is limited only to whether the appellant tendered timely payment.



# COUNCIL AGENDA

## August 23, 2016

### Agenda Item “i”                      Utility Fee and Cost Allocation Policy Discussion

- Any question regarding this agenda item may be directed at Brody Bovero, City Manager.
- Please see attached draft policy provided by Brody Bovero.
- Pursuant to the July 2016 work session, the following policy is presented before the City Council for your consideration.

#### ***Factual Summation***

- The draft policy creates a policy of the City when determining utility fees and the allocation of costs associated with providing utility services.
- The draft policy stipulates that utility fees will be set at a rate that covers the direct operational, capital improvement, and debt service costs, and at least 50% of the indirect operational costs.
- Indirect operational costs are the general administrative services provided to the utilities from the General Fund.
- Under this draft policy, approximately \$311,000 would not be reimbursed to the General Fund from the utilities. That money would stay in the utility funds.
- To enact this policy as drafted, the budget would need to be amended, and there would need to be a reduction of approximately \$311,000 in the General Fund.



## SYRACUSE CITY

### Utility Fees & Cost Allocation Policy

## (DRAFT)

#### PURPOSE

The purpose of this policy is to outline the City's policy on the establishment of customer rates and the allocation of costs for enterprise funds related to public utilities, including water, secondary water, sewer, storm sewer, and solid waste collection.

#### AUTHORITY

Under subsection 10-6-135(3)(f) of Utah Code and the provisions of the Uniform Accounting Manual for Utah Cities, the City Council has the authority to establish, through its budgetary process, a reasonable allocation of costs between the enterprise fund and other funds that provide staff or other support to the enterprise fund.

#### GENERAL POLICY FOR UTILITY USER CHARGES

User charges for utility services, including water, secondary water, storm sewer, sewer, and solid waste collection, shall be set at rates sufficient to cover all direct operating and maintenance costs, all capital improvement and debt service costs, and at least 50 % of indirect operating costs, and maintenance costs, and when possible, also cover capital, reserve, working capital and debt service costs. Overhead expenses and gGeneral administrative services from the General Fund provided to the enterprise activities (aka internal services) shall be included as indirect costs. Rates will be set so the enterprise fund balance is never below zero during the year. The City Council, in its sole discretion, may choose to utilize general fund monies for utility capital improvements or debt service costs, according to authorizations provided under state law.

**Commented [BB1]:** At least 50% of the internal services cost will be borne by utility users. This sets the floor at 50% for utility users, but it could be more. An alternative wording could be "up to 50%" which would mean utility users would cover a maximum of 50% of indirect costs. In either option, the remainder of the indirect costs would be borne by taxpayers rather than the utility users.

#### PERIODIC REVIEW OF RATES

At least once every three years, the Finance Director will conduct a review of utility rates for each utility provided by the City. The review will include an analysis of the following for each fund:

- Planned capital improvements to be made within the next 5 years.
- Projected direct operational and maintenance costs for the next 5 years.
- Projected indirect costs for the next 5 years.
- Maintenance of minimum working capital.
- Projected debt service costs.
- Analysis of the extent that projected revenues at current utility rates will cover the projected costs over the next 5 years.
- Competitive analysis of utility rates of similar cities.

Upon completion of the analysis, the Finance Director will provide a report to the City Council for consideration. The City Council may use this information in determining user rate levels.

### **PRICING INTERNAL SERVICES**

Internal services include all services provided by the city government in support of the utility service operations. For example, the City government may provide accounting, payroll, ~~IT~~, and human resources services to the utility. These services come at a cost, which is counted as part of the [indirect](#) operational costs of the utility.

At least every 3 years, the basis for pricing of internal services will be reviewed. In determining the methodology for establishing the pricing for these services, the City will weigh the cost and time needed to accurately determine the pricing versus the accuracy of the pricing itself. Extraordinary costs should not be incurred if reasonable pricing structures can otherwise be determined.

The following is an outline on the methodology that will be used to determine the pricing of internal services:

- The Finance Director will conduct an evaluation of the percentage of time each employee has spent, or reasonably will spend, on each of the utility services being provided by the City.
- Based on the allocation of time, the Finance Director will take a percentage of the budgeted wages, benefits, and operating costs associated with each of those employees, and multiply the total budgeted amount by that percentage.
- In addition, the Finance Director will conduct an evaluation of non-personnel expenses that are incurred internally, and are related to the provision of the utility services. An allocated or pro-rated share of those expenses will be applied based on the percentage of such expenses that are related to utility services.
- Both the personnel-related and non-personnel costs are then added together and applied to each utility fund based on the allocation of time that has been calculated.

**Commented [BB2]:** This service can be done by the Finance Director, or via consultant services. The difference being cost and dedicated time available to conduct the research. What would the Council's preference be?