



SYRACUSE CITY

Syracuse City Council Work Session Notice

September 27, 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, September 27, 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. Pledge of Allegiance and prayer or thought.
- b. Public Comments.
- c. Request to be on the agenda: Local Boy Scout Troop to discuss recycling. (10 min.)
- d. Discussion with Davis County regarding CDBG Grant program. (15 min.)
- e. Presentation from Division of Facilities and Construction Management (DFCM) regarding State liquor store. (10 min.)
- f. Discussion of proposed Tuscany Park conceptual design. (20 min.)
- g. Process by which projects proposals are vested in Syracuse. (10 min.)
- h. Potential code amendment to require a secondary watering schedule agreement for HOA developments. (10 min.)
- i. Review of Stoker Gardens secondary water agreement. (10 min.)
- j. Discussion of recall statute. (5 min.)
- k. Discussion of park strip requirements. (10 min.)
- l. Discussion of potential xeriscaping ordinance. (10 min.)
- m. Continued discussion of Employee Recruitment and Retention Policy and Fiscal Year 2017 Employee Compensation Plan. (45 min.)
- n. Discussion regarding Utility Fee and Cost Allocation Policy. (15 min.)
- o. Council business.

~~~~~

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 22<sup>nd</sup> day of September, 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 September 22, 2016.

CASSIE Z. BROWN, CMC  
SYRACUSE CITY RECORDER



# COUNCIL AGENDA

## September 27, 2016

Agenda Item “c”

Request to be on the agenda: local Boy Scout Troop to discuss recycling.

### *Factual Summation*

- A local Boy Scout Troop submitted a request to be on the agenda to discuss a recycling program with the City Council. The Troop Leader indicated the Troop will provide the Council with materials regarding their presentation at the meeting.



# COUNCIL AGENDA

## September 27, 2016

### Agenda Item “d”

### Discussion with Davis County regarding CDBG Grant Program

- Any question regarding this agenda item may be directed at Brody Bovero, City Manager.
- Tony Zambrana, the administrator for the CDBG program at Davis County will be at the meeting to answer any questions from the Council.
- Attached you will find a copy of the interlocal agreement with Davis County for the CDBG program.

**AGREEMENT NO. 2010-**

**INTERLOCAL COOPERATION AGREEMENT**

Between

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by  
and between DAVIS COUNTY, UTAH, a body corporate and politic of the State of Utah, and  
the city of \_\_\_\_\_.

relating to the conduct of

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

for FEDERAL FISCAL YEARS 2011, 2012 AND 2013

and successive 3 year periods thereafter

**INTERLOCAL COOPERATION AGREEMENT**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between DAVIS COUNTY, UTAH, a body corporate and politic of the State of Utah, and the city of \_\_\_\_\_ a municipal corporation.

**RECITALS**

A. In 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 *et seq.*), and in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 5301 *et seq.*) collectively (the "Act"), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and programs of the Act which activities and programs are administered by the U.S. Department of Housing and Urban Development ("HUD").

B. The primary objective of the Act is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Act in the form of community development block grant ("CDBG") Program funds to state and local governments to be used in the conduct and administration of housing, shelter and community development activities and projects as contemplated by the primary objectives of the Act (the "CDBG program").

C. To implement the policies, objectives and other provisions of the Act, HUD has issued rules and regulations governing the conduct of the CDBG program, published in 24 Code of Federal Regulations (CFR), Part 92 and Part 570 (the "Regulations"), which regulations provide that a county may qualify as an "urban county," as defined in Section 570.3 of the Regulations, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county and that cities and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.

Davis County will notify participating units of general local government governing bodies that they are automatically included in the urban county unless they elect to be excluded at the time of urban county qualification or requalification. The city choosing to be excluded will notify both the county and the HUD Regional Office of its election to be excluded by May 15 of the year of urban county requalification.

D. The County is now qualified under the Regulations to become an urban county and to begin receiving CDBG program funds from HUD by annual grant agreements beginning on

\_\_\_\_\_.

E. In 1981, and again since then, HUD amended the Regulations, pursuant to amendments of the Act, revising the qualification period for urban counties by providing that the qualification by HUD of an urban county shall remain effective for three successive federal fiscal years regardless of changes in its population during that period, except for failure of an urban county to receive a grant during any year of that period, and also providing that during the three-year

period of qualification, no included city or other unit of general local government may withdraw from nor be removed from the urban county for HUD's grant computation purposes, and no city or other unit of general local government covering an additional area may be added to the urban county during that three-year period except where permitted by HUD regulations.

F. This Agreement provides for an initial three year term with successive three year terms corresponding with HUD qualification periods, automatically renewing.

G. The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of an incorporated city without that city's approval. In order to ensure participation by the City in the urban county and as part of the fiscal years 2011, 2012, and 2013 urban county qualification process, the County and City are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development and housing assistance activities within the City as may be specified in the "Annual Action Plan of Community Development Objectives and Projected Use of Funds" (the "Action Plan") to be submitted to HUD annually by the County to receive its annual CDBG and HOME entitlement grants.

H. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Utah Interlocal Cooperation Act, Section 11-13-101 *et seq.*, Utah Code Ann. (2005), any two or more public agencies may enter into agreements with one another for joint or cooperative action, or for other purposes authorized by law.

I. Accordingly, the County and City have determined that it will be mutually beneficial and in the public interest to enter into this interlocal cooperation agreement regarding the conduct of the County's CDBG Program,

THEREFORE, in consideration of the promises and the cooperative actions contemplated hereunder, the parties agree as follows:

1. A fully executed copy of this interlocal cooperation agreement (the "agreement"), together with the approving resolutions of the City and the County, shall be submitted to HUD by the County as part of its qualification documentation. The City hereby gives the County the authority to carry out CDBG Program activities and projects within the City's respective municipal boundaries. By entering into this agreement with the County, the City shall be included as a part of the urban county for CDBG program qualification and grant calculation purposes. The period of performance of this agreement shall cover three CDBG Program years beginning \_\_\_\_\_, 2011 and ending \_\_\_\_\_, 2013 and successive 3-year periods thereafter. Each city will participate for the next three program years, and automatically renewing each successive 3-year period. Subject to the termination provisions set forth in Paragraph 12, below, a City may terminate its participation in the agreement by giving written notice to the County prior to the commencement of the next 3-year period; provided, however, that this agreement will remain in effect until the CDBG funds and income received in the 3-year period then in effect are expended and the funded activities completed. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire 3-year period in effect regardless of changes in its population during that period of time, and the parties agree that a City or Cities may not withdraw from nor be removed

from inclusion in the urban county for HUD's grant computation purposes during that 3-year period. Prior to the beginning of each succeeding qualification period, by the date specified in HUD's urban county qualification notice for the next qualification period, the County shall notify each City in writing of its right not to participate and shall send a copy of such notice to the HUD field office by the date specified in the urban county qualification schedule issued for that period.

2. The City and the County shall cooperate in the development and selection of CDBG program activities and projects to be conducted or performed in the City during each of the three program years and for each successive 3-year covered by this agreement. The City understands and agrees, however, that the County shall have final responsibility for selecting the CDBG program activities and projects to be included in each annual grant request and for annually filing the Annual Action Plan with HUD.

3. The City recognizes and understands that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG program funds and that as the grantee under the CDBG programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG programs, including the projects and activities to be conducted in the City. By executing the agreement, the City understands that they (1) may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which they are participating in the urban county's CDBG program; and (2) the City may receive HOME formula allocation only through the urban county. Thus, even if the urban county does not receive HOME formula allocation, the City cannot form a HOME

consortium with other local governments. However, the City may apply for funds directly to the State of Utah HOME program.

4. The City shall cooperate fully with the County in all CDBG program efforts planned and performed hereunder. The City agrees to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the City as may be approved and authorized in the County's CDBG grant agreement including the 5-year Consolidated Plan. The City and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities.

5. The City understands that it will be necessary for the City to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the City and that the funds designated in the County's Final Statements for those projects and activities will also be funded to the City under those separate project agreements or subgrants. Subject to the provisions of Paragraph 3 above, the City will administer and control the performance of the projects and activities specified in those separate project agreements, will be responsible for the expenditure of the funds allocated for each such project or activity, and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG program. The City also understands and agrees that, pursuant to 24 CFR 570.501(b), they are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Prior to disbursing any CDBG program to any subrecipients, the City shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) of the Regulations.

6. All CDBG program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this agreement and its extensions, including those that are identified for projects and activities in the City, will be budgeted and allocated to the specific projects and activities described and listed in the County's Annual Plan submitted annually to HUD and those allocated funds shall be used and expended only for the projects or activities to which the funds are identified. No project or activity, or the amount of funding allocated for such project or activity, may be changed, modified, substituted or deleted by a City without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

7. Each City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Act, and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program. The City and the County agree that failure by them to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period. In addition the City and the County shall take all actions necessary to assure compliance with the certification required of the County by Section 104(b) of Title I of the Housing and Community Development Act of 1974 as amended, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 and other applicable

laws. In addition, the parties understand and agree that the County may not provide any CDBG funding for activities in or in support of any City that does not affirmatively further fair housing within its jurisdiction, or that impedes the County's actions to comply with its fair housing certification.

8. Each City affirms that it has adopted and is enforcing:

- (a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- (b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

9. During the period of performance of this agreement as provided in Paragraph 1, each City shall:

(a) Report and pay to the County any program income, as defined in 24 CFR 570.500(a) for the CDBG program, received by the City, or retain and use that program income subject to and in accordance with the applicable program requirements and the provisions of the separate CDBG project agreements that will be entered into between the City and the County for the actual conduct of the CDBG program,

(b) Keep appropriate records regarding the receipt of, use of, or disposition of all program income and make reports thereon to the County as will be required under the separate CDBG project agreement between the City and the County, and

(c) Pay over to the County any program income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or change in status as will be provided for in the separate CDBG project agreements mentioned above.

10. The separate CDBG project agreements or sub-grants that will be entered into between the County and the City for the conduct of the CDBG Program, as mentioned and referred to elsewhere in this agreement, shall include provisions setting forth the standards which shall apply to any real property acquired or improved by the City in whole or in part using CDBG Program funds. These standards will require the City to:

(a) Notify the County in a timely manner of any modification or change in the use of that property from the use planned at the time of the acquisition or improvement and this notice requirements shall include any disposition of such property.

(b) Reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG Program funds (less any portion thereof attributable to expenditures of non-CDBG funds) that is sold or transferred for a use which does not qualify under the Regulations, and

(c) Pay over to the County any Program income that is generated from the disposition or transfer of property either prior to or subsequent to any close-out, change of status or termination of this cooperation agreement or any separate project agreement that is applicable.

11. Any changes and modifications to this agreement shall be made in writing, shall be executed by both parties prior to the performance of any work or activity involved in the change and be approved by HUD if necessary to comply with the Regulations.

12. This agreement shall remain in force and effect until the CDBG funds and program income received are expended and the funded activities completed.

13. If the County qualifies as an urban county, the parties agree not to veto or otherwise obstruct the implementation of the approved 5-year Consolidated Plan during that three year (*cooperation*) agreement period and for such additional times as may be required for the expenditure of Consolidated Plan funds granted for that period.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each City on the date specified on the respective signature pages and by the County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SIGNATURE PAGE FOR DAVIS COUNTY  
TO  
INTERLOCAL COOPERATION AGREEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FOR FEDERAL FISCAL YEARS 2011, 2012, AND 2013 AND  
SUCCESSIVE THREE YEAR PERIODS THEREAFTER

BOARD OF DAVIS COUNTY COMMISSIONERS  
DAVIS COUNTY, UTAH

\_\_\_\_\_  
John Petroff, Jr., Chairman

STATE OF UTAH            )  
                                  :SS  
COUNTY OF UTAH        )

On this \_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared before me Larry Ellertson, who being duly sworn, did say that he is the Chairman of the Board of County Commissioners of Utah County, State of Utah, and that the foregoing instrument was signed on behalf of \_\_\_\_\_ County, by authority of law.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County

ATTEST: Steve S. Rawlings  
DavisCounty Clerk/Auditor

Reviewed as to form and compatibility with  
the laws of the State of Utah

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

Deputy Clerk/Auditor

COUNTY ATTORNEY



# COUNCIL AGENDA

## September 27, 2016

Agenda Item: “e”

Presentation from the Utah State Division of  
Facilities and Construction & Management

### *Factual Summation*

Some months ago the State of Utah started working on buying a property to set up a retail operation for the DABC in Syracuse. The official property search began after receiving an appropriation from the state legislature during the 2016 legislative session for the construction, operations and management of a location in Syracuse. A suitable location has been harder to find than expected and the DFCM has requested an opportunity to make a presentation to the council and hear their thoughts on the matter.

*Presentation will be made by Wayne Christensen - Commercial Real Estate Manager for the DFCM.*



# COUNCIL AGENDA

September 27, 2016

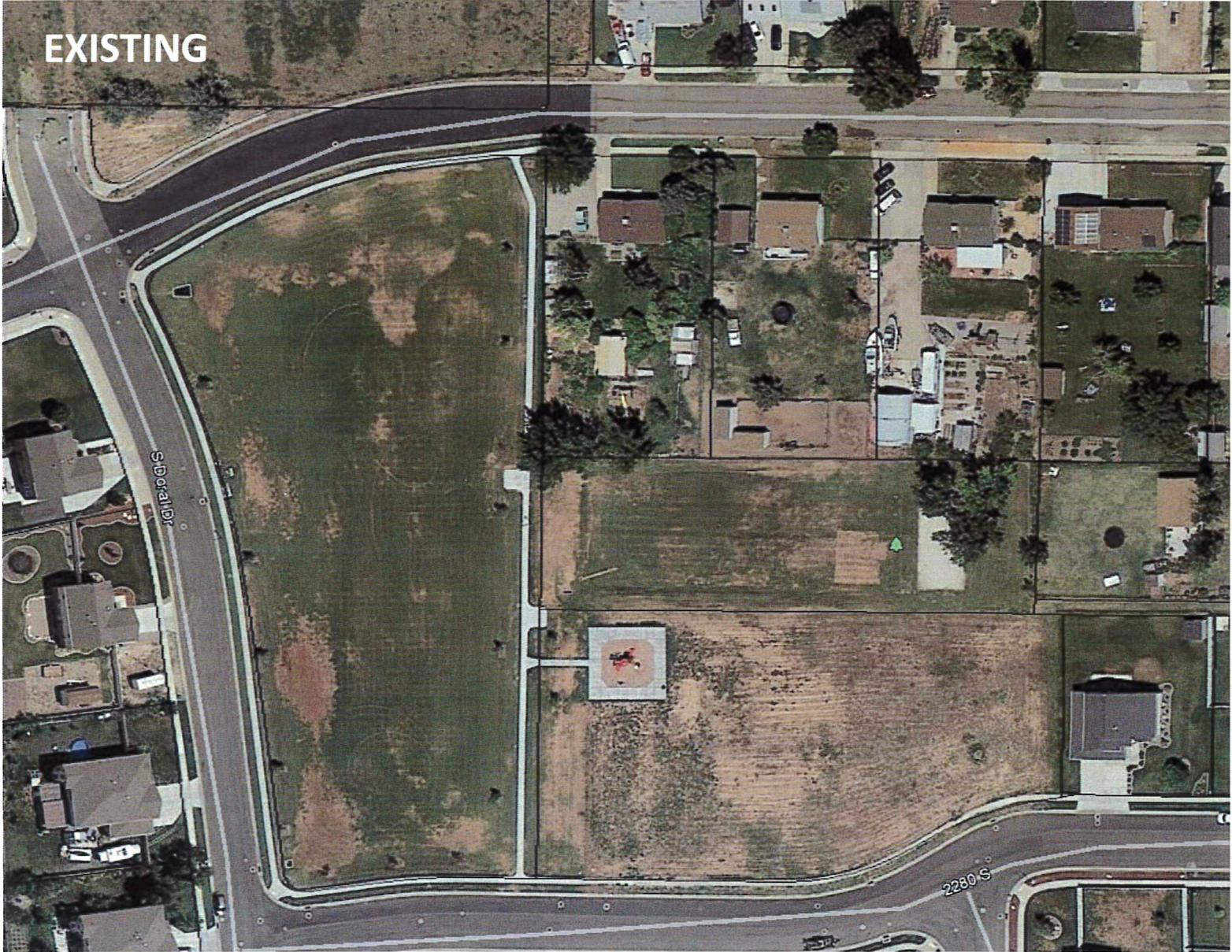
Agenda Item “f”

## **Discussion of proposed Tuscany Park conceptual design.**

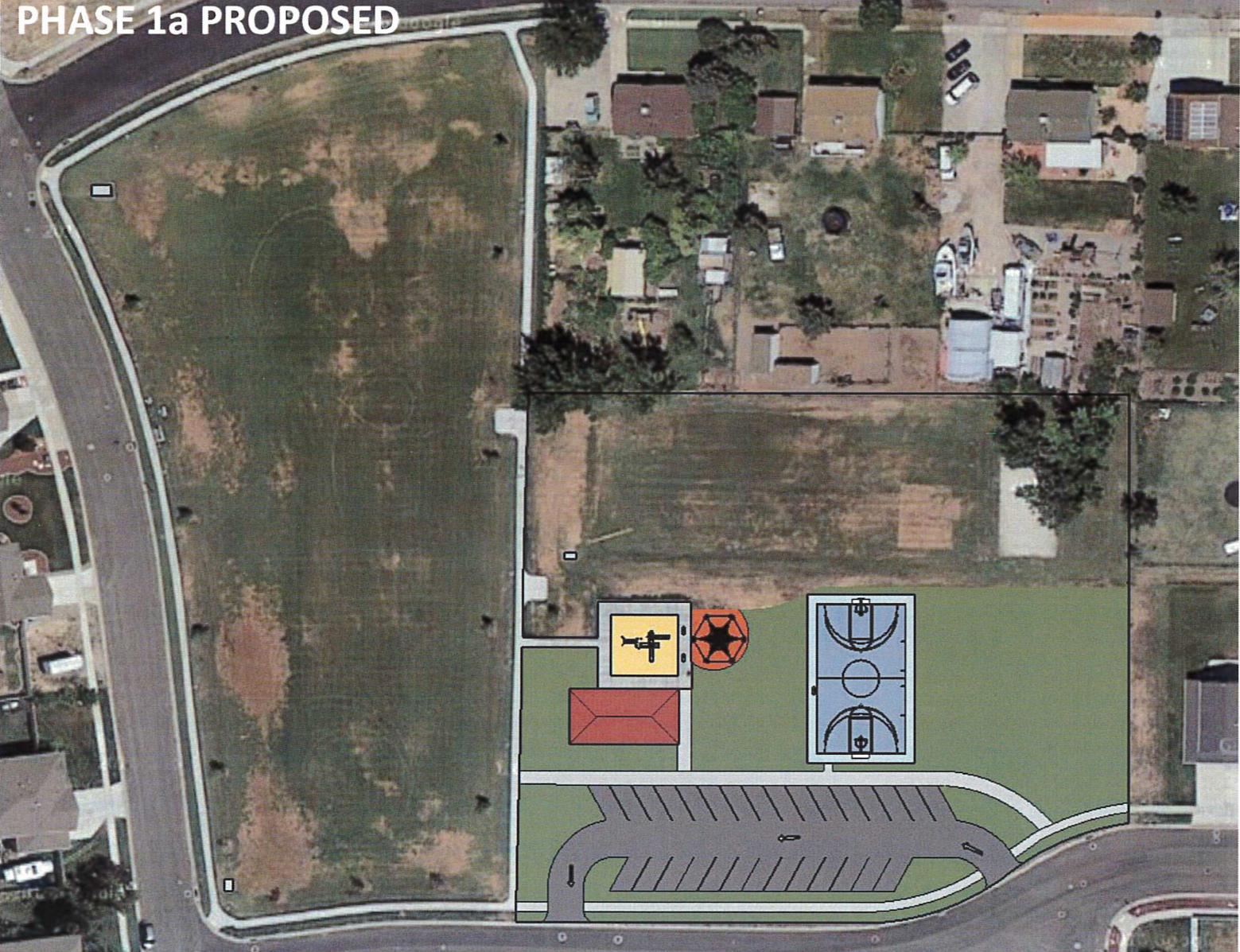
### *Factual Summation*

- Any questions regarding this agenda item may be directed at Kresta Robinson, Parks and Recreation Director and Councilmember Maughan
- The concept design for Tuscany Park has been completed for your review and discussion.
- Please review the following attachments:
  - a. Existing Site
  - b. Tuscany Park Phase 1a - Concept Design
  - c. Example of Climbing Structure
  - d. Example of Basketball court (Loy F. Blake Park in West Point)
  - e. Example of 30’x 60’ Pavilion
  - f. Tuscany Park Phase 1a- Opinion of Probable Cost
  - g. Tuscany Park Phase 1b- Concept Design
  - h. Tuscany Park Phase 1b- Opinion of Probable Cost
  - i. Final Concept Design for Tuscany Park
  - j. Final- Opinion of Probable cost.
- Staff is seeking direction from Council on how to proceed.

EXISTING



PHASE 1a PROPOSED





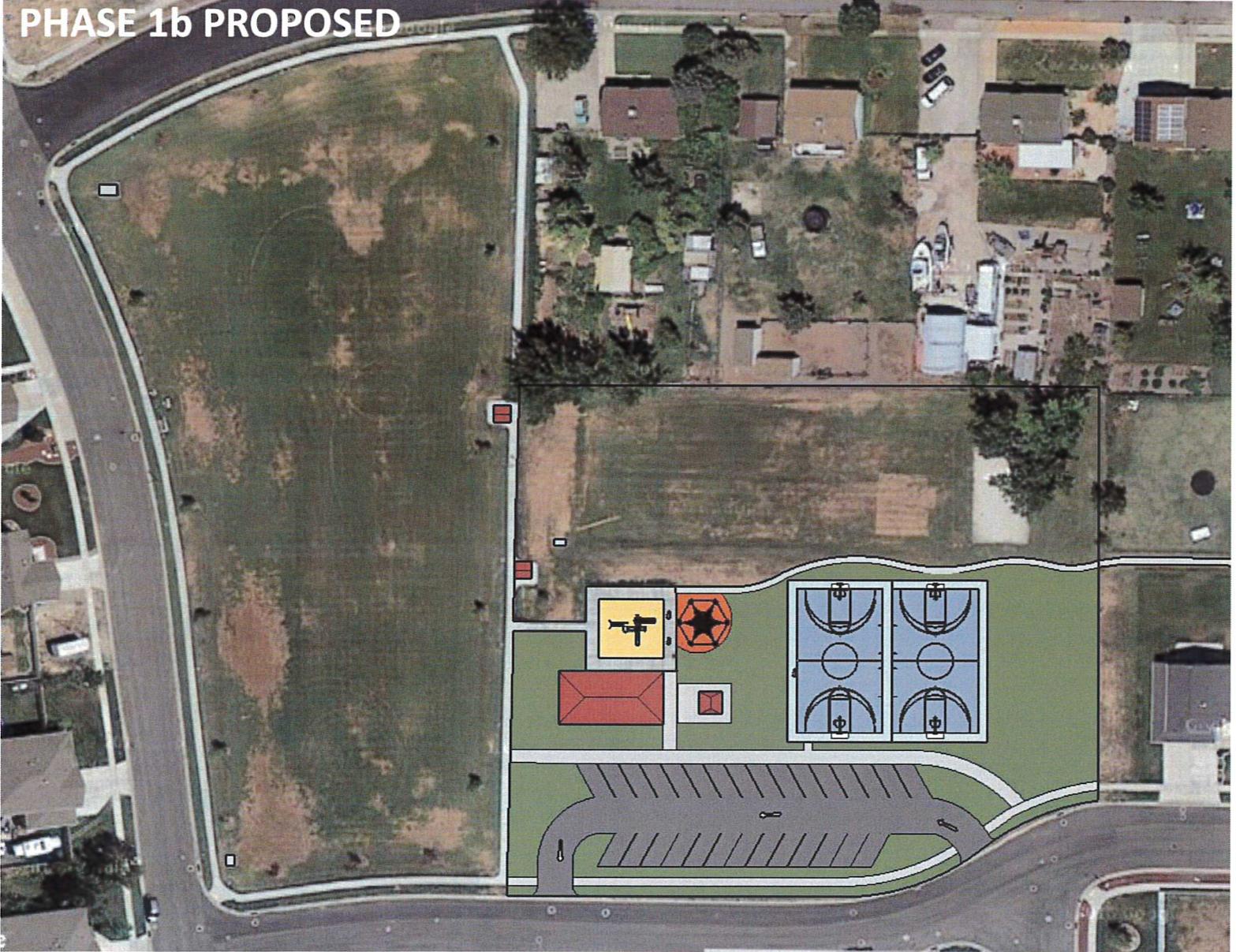
Explorer Dome • COR8863





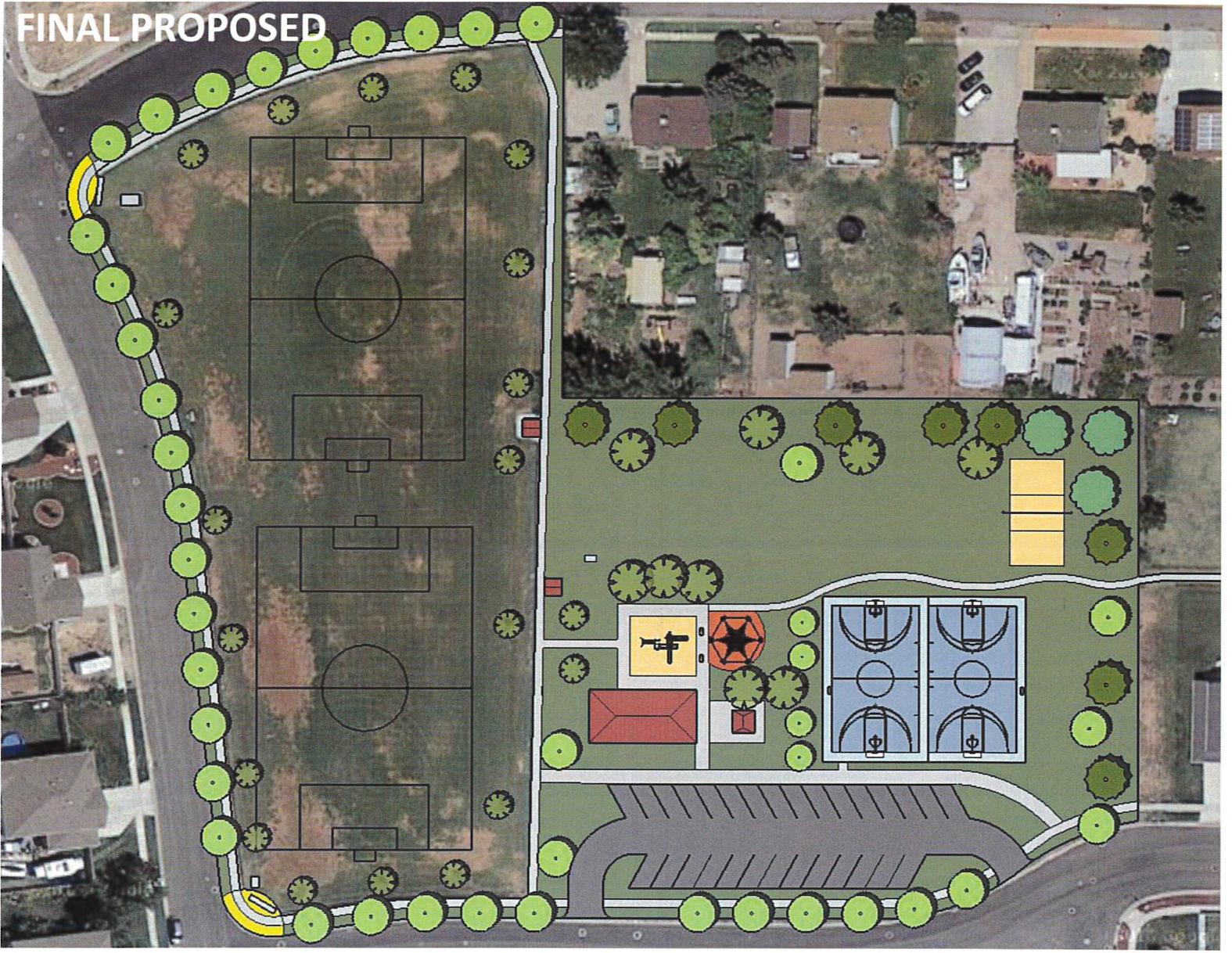
| Tuscany Park Phase 1a - Opinion of Probable Cost |                  |          |                      |
|--------------------------------------------------|------------------|----------|----------------------|
| Item                                             | Cost/Unit        | Quantity | Total                |
| Trees                                            | \$300/ ea        | 0        |                      |
| Shrubs                                           | \$50/ ea         | 0        |                      |
| Asphalt                                          | \$6.09/ sqft     | 12,300   | \$ 74,907.00         |
| Curb & Gutter                                    | \$18/lf          | 650      | \$ 11,700.00         |
| Concrete Sidewalk                                | \$5.85/ sqft     | 2,700    | \$ 15,795.00         |
| Pavilion (30'x60')                               | \$80,000/ ea     | 1        | \$ 80,000.00         |
| Tables                                           | \$1,000/ea       | 12       | \$ 12,000.00         |
| Bathroom (12x12) inc. drinking fountain          | \$75,000/ ea     | 0        |                      |
| Sewer                                            | \$5,000/ea       | 1        | \$ 5,000.00          |
| Water                                            | \$5,000/ea       | 1        | \$ 5,000.00          |
| Power                                            | \$10,000/ ea     | 1        | \$ 10,000.00         |
| Climbing Structure                               | \$25,000/ ea     | 1        | \$ 25,000.00         |
| Benches                                          | \$300/ea         | 3        | \$ 900.00            |
| Picnic Shelters                                  | \$5,500/ea       | 0        |                      |
| Court                                            | \$60,000/ ea     | 1        | \$ 60,000.00         |
| Fence                                            | \$25/lf          | 0        |                      |
| Parking Lot Lighting                             | \$5,000/ea       | 0        |                      |
| Basketball Standard                              | \$1,000/ea       | 2        | \$ 2,000.00          |
| Soccer Goals                                     | \$800/ea         | 2        | \$ 1,600.00          |
| Garbage Cans                                     | \$500/ea         | 1        | \$500                |
| Sod                                              | \$.86 / sq ft    | 3,000    | \$ 2,580.00          |
| Mulch                                            | \$.39/sq ft      | 0        |                      |
| Sprinklers                                       | \$.96/sq ft      | 3,000    | \$ 2,880.00          |
| Topsoil                                          | \$75 / 500 sq ft | 3,000    | \$ 450.00            |
| <b>TOTAL</b>                                     |                  |          | <b>\$ 310,312.00</b> |

PHASE 1b PROPOSED



| Tuscany Park Phase 1b - Opinion of Probable Cost |                  |          |                      |                                                                          |
|--------------------------------------------------|------------------|----------|----------------------|--------------------------------------------------------------------------|
| Item                                             | Cost/Unit        | Quantity | Total                |                                                                          |
| Trees                                            | \$300/ ea        | 0        |                      |                                                                          |
| Shrubs                                           | \$50/ ea         | 0        |                      |                                                                          |
| Asphalt                                          | \$6.09/ sqft     | 12,300   | \$ 74,907.00         |                                                                          |
| Curb & Gutter                                    | \$18/lf          | 650      | \$ 11,700.00         |                                                                          |
| Concrete Sidewalk                                | \$4.85/ sqft     | 4,500    | \$ 21,825.00         | (Hypothetically assuming that economies of scale will save us 4.5k here) |
| Pavilion (30'x60')                               | \$80,000/ ea     | 1        | \$ 80,000.00         |                                                                          |
| Tables                                           | \$1,000/ea       | 12       | \$ 12,000.00         |                                                                          |
| Bathroom (12x12) inc. drinking fountain          | \$75,000/ ea     | 1        | \$ 75,000.00         |                                                                          |
| Sewer                                            | \$5,000/ea       | 1        | \$ 5,000.00          |                                                                          |
| Water                                            | \$5,000/ea       | 1        | \$ 5,000.00          |                                                                          |
| Power                                            | \$10,000/ ea     | 1        | \$ 10,000.00         |                                                                          |
| Climbing Structure                               | \$25,000/ ea     | 1        | \$ 25,000.00         |                                                                          |
| Benches                                          | \$300/ea         | 4        | \$ 1,200.00          |                                                                          |
| Picnic Shelters                                  | \$5,500/ea       | 2        | \$ 11,000.00         |                                                                          |
| Court                                            | \$50,000/ ea     | 2        | \$ 100,000.00        | (Hypothetically assuming that economies of scale will save us 20k here)  |
| Fence                                            | \$25/lf          | 410      | \$ 10,250.00         |                                                                          |
| Parking Lot Lighting                             | \$5,000/ea       | 0        |                      |                                                                          |
| Basketball Standard                              | \$1,000/ea       | 2        | \$ 2,000.00          |                                                                          |
| Soccer Goals                                     | \$800/ea         | 2        | \$ 1,600.00          |                                                                          |
| Garbage Cans                                     | \$500/ea         | 1        | \$500                |                                                                          |
| Sod                                              | \$.86 / sq ft    | 3,000    | \$ 2,580.00          |                                                                          |
| Mulch                                            | \$.39/sq ft      | 0        |                      |                                                                          |
| Sprinklers                                       | \$.96/sq ft      | 3,000    | \$ 2,880.00          |                                                                          |
| Topsoil                                          | \$75 / 500 sq ft | 3,000    | \$ 450.00            |                                                                          |
| <b>TOTAL</b>                                     |                  |          | <b>\$ 452,892.00</b> |                                                                          |

FINAL PROPOSED



**Tuscany Park - Opinion of Probable Cost**

| Item                                    | Cost/Unit        | Quantity | Total                |
|-----------------------------------------|------------------|----------|----------------------|
| Trees                                   | \$300/ ea        | 66       | \$ 19,800.00         |
| Shrubs                                  | \$50/ ea         | 0        |                      |
| Asphalt                                 | \$6.09/ sqft     | 12,300   | \$ 74,907.00         |
| Curb & Gutter                           | \$18/lf          | 650      | \$ 11,700.00         |
| Concrete Sidewalk                       | \$5.85/ sqft     | 4,500    | \$ 26,325.00         |
| Pavilion (30'x60')                      | \$80,000/ ea     | 1        | \$ 80,000.00         |
| Tables                                  | \$1,000/ea       | 12       | \$ 12,000.00         |
| Bathroom (12x12) inc. drinking fountain | \$75,000/ ea     | 1        | \$ 75,000.00         |
| Sewer                                   | \$5,000/ea       | 1        | \$ 5,000.00          |
| Water                                   | \$5,000/ea       | 1        | \$ 5,000.00          |
| Power                                   | \$10,000/ ea     | 1        | \$ 10,000.00         |
| Climbing Structure                      | \$25,000/ ea     | 1        | \$ 25,000.00         |
| Benches                                 | \$300/ea         | 4        | \$ 1,200.00          |
| Picnic Shelters                         | \$5,500/ea       | 2        | \$ 11,000.00         |
| Volleyball Court Rehab                  | \$2,000/ea       | 1        | \$ 2,000.00          |
| Court                                   | \$60,000/ ea     | 2        | \$ 120,000.00        |
| Fence                                   | \$25/lf          | 410      | \$ 10,250.00         |
| Parking Lot Lighting                    | \$5,000/ea       | 2        | \$ 10,000.00         |
| Basketball Standard                     | \$1,000/ea       | 4        | \$ 2,000.00          |
| Soccer Goals                            | \$800/ea         | 4        | \$ 3,200.00          |
| Garbage Cans                            | \$500/ea         | 1        | \$500                |
| Sod                                     | \$.86 / sq ft    | 3,000    | \$ 2,580.00          |
| Mulch                                   | \$.39/sq ft      | 0        |                      |
| Sprinklers                              | \$.96/sq ft      | 3,000    | \$ 2,880.00          |
| Topsoil                                 | \$75 / 500 sq ft | 3,000    | \$ 450.00            |
| <b>TOTAL</b>                            |                  |          | <b>\$ 510,792.00</b> |



# COUNCIL AGENDA

## September 27, 2016

Agenda Items “g-l”      Various items

### *Factual Summation*

- These items were added to the agenda by Councilmembers Lisonbee and Bolduc. Councilmember Lisonbee indicated she would provide the Council with a brief explanation of each item prior to the meeting.
- Process by which projects proposals are vested in Syracuse. **(memo also provided by City Attorney Roberts)**
- Potential code amendment to require a secondary watering schedule agreement for HOA developments.
- Review of Stoker Gardens secondary water agreement.
- Discussion of recall statute.
- Discussion of park strip requirements.
- Discussion of potential xeriscaping ordinance.



# CITY COUNCIL WORK MEETING

September 27, 2016

## Agenda Item “G”      Process by which Projects are Vested in Syracuse

I have been asked to give a brief synopsis of laws relating to the vesting of development. As with many areas of the law, there is some nuance to the term. If one hears from a developer that a project is vested, an appropriate follow-up question is, “Vested as to what?”

“Vesting,” as it relates to land use law, could generally be described as the legal right to move from one stage of development to another. A specific use is not *finally* “vested” until the property owner applies for a building permit and the permit is approved. However, there are several points on the path to a building permit at which a project is incrementally vested.

In a 1980 case, the Utah Supreme Court announced “that an applicant is entitled to a building permit or subdivision approval if his proposed development meets the zoning requirements in existence at the time of his application and if he proceeds with reasonable diligence, absent a compelling, countervailing public interest.”<sup>i</sup> This was subsequently adopted in the state law.<sup>ii</sup> The statute provides, with a few exceptions, that “an applicant is entitled to approval of a land use application if the application conforms to the requirements of the municipality’s land use maps, zoning map, a municipal specification for public improvements applicable to a subdivision or development, and an applicable land use ordinance in effect when a complete application is submitted and all application fees have been paid.”<sup>iii</sup> The zoning and development requirements are essentially frozen in time as it relates to that project.<sup>iv</sup>

At each step of the Subdivision application process, the City may be called upon to interpret its ordinances to assess whether a specific application meets the criteria of city ordinances. Reasonable minds may disagree as to the meaning of an ordinance or its application to a specific land use proposal. However, approval of the application includes approval of items included in that application. “A property owner should be able to plan for developing its property in a manner permitted by existing zoning regulations with some degree of assurance that the basic ground rules will not be changed in midstream.”<sup>v</sup> And if the City discovers that its zoning or subdivision code

is lacking in some manner, it may not require the applicant to alter his plans to a standard that does not exist in the code.

For quick reference, the following is a table of the steps of development, and an answer to the question, “Vested as to what?” for each step.

| <b>Step in Process</b>                     | <b>Point of Vesting</b>        | <b>Vested as to What?</b>                                                                                                                                                                                                                                                                  |
|--------------------------------------------|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Zone Change Application</b>             | Approval by body               | Zoning (but no vested interest in future zoning)                                                                                                                                                                                                                                           |
| <b>Land Use or Subdivision Application</b> | Application submitted          | Use, density, zoning and subdivision rules in effect on date of application                                                                                                                                                                                                                |
| <i>Subdivision</i>                         |                                |                                                                                                                                                                                                                                                                                            |
| Concept Plan                               | N/A                            | N/A                                                                                                                                                                                                                                                                                        |
| Preliminary Plat                           | Application submitted          | Specific subdivision rules – lot sizes, setbacks, right-of-way requirements                                                                                                                                                                                                                |
|                                            | Approval by Land Use Authority | <ul style="list-style-type: none"> <li>- Matters addressed in the preliminary plat – matters of interpretation are deemed to have been resolved in favor of the approved application</li> <li>- E.g. Layout, number, area and typical dimensions of lots, streets and utilities</li> </ul> |
| Final Plat                                 | Application submitted          | Site-specific items – exact location of roads, public utility easements, boundary lines, building setbacks, identification systems                                                                                                                                                         |
|                                            | Approval by Land Use Authority | All matters related to subdivision – matters of statutory interpretation are deemed resolved in favor of the approved application                                                                                                                                                          |
| <i>Certain Land Uses</i>                   |                                |                                                                                                                                                                                                                                                                                            |
| Site plan                                  | Application submitted          | Uses in zone, design standards, setbacks, landscaping, etc                                                                                                                                                                                                                                 |
|                                            | Approval by Land Use Authority | All matters in the site plan                                                                                                                                                                                                                                                               |
| <b>Building Permit</b>                     | Application submitted          | Applicable building & fire codes                                                                                                                                                                                                                                                           |

The next question arises: What happens when the land use authority gives final approval on a stage in the development, and then later discovers an error or decides that it was wrong? Under the doctrine of zoning estoppel, cities are prohibited from taking actions that undo a prior approval.<sup>vi</sup> Each step in the development process constitutes a greater investment by the developer in the project, and a property owner is entitled to rely upon approvals of matters which arose in previous applications, before expending more resources in preparing materials for additional applications. Thus the rule of zoning estoppel applies not only to government actions, but also *omissions* made in a “clear, definite, and affirmative nature”<sup>vii</sup> Approval of a building permit or land use application is a clear, definite and affirmative action. Developers are entitled to rely upon

approvals of preliminary plats in paying to have final plats drawn up. And they are entitled to rely upon those approvals before expending the resources necessary to prepare building plans.

Vesting is less of an event than it is a series of events. With one exception (zoning approval), the decision of whether an application should be approved is based solely upon the ordinances – if the development meets the code, then the City cannot deny the application. If a particular use appears to be unwise or a bad fit for a particular location, then the only time that the land use authority may decline approval of that development *on those grounds* is at the application for zone change. It may be best to consider each requested zone change without reference to anything that the applicant says are his future plans. For example, if a property owner proposes a zone change to Neighborhood Services in order to establish an optician clinic, and receives approval, then he is not required to open an optician clinic. A new owner - or the same owner - may instead build an animal clinic, or seek a conditional use permit to establish an auto shop or convenience store. Property owners are not bound by any assertions they make when they seek a zone change – owners and plans change.

After a property owner with the appropriate zoning designation has submitted an application for subdivision or site plan approval, which are administrative in nature, any attempt to stop development due to concerns about neighborhood impact, the wisdom of the use, or public opposition to the specific project is both inappropriate and illegal. The code must be applied fairly and consistent with previous interpretations made by the land use authority.

I hope this is informative and will assist in your discussion of the existing process and any potential changes you may make as a result of that discussion.

If you have any questions regarding this item, please contact Paul Roberts or Brigham Mellor.

---

<sup>i</sup> *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388, 395 (Utah 1980).

<sup>ii</sup> Utah Municipal Land Use, Development, and Management Act (Utah Code Ann., chapter 10-9a).

<sup>iii</sup> Utah Code Ann. § 10-9a-509(1)(a)(ii).

<sup>iv</sup> A pending change to the requirements, such as a zone change initiated by the city, is one exception to that rule. A developer cannot rely upon a statute if there was notice of the change prior to the application. However, if certain land use approvals have been given by the City, and the developer is moving forward with reasonable diligence, then subsequent changes – such as those which are put in place between steps in the process - could not be used to undo what had been approved previously.

<sup>v</sup> *Western Land Equities*, 617 P.2d at 396.

<sup>vi</sup> Zoning estoppel “estops a government entity from exercising its zoning powers to prohibit a proposed land use when a property owner, relying reasonably and in good faith on some governmental act or omission, has made a substantial change in position or incurred such extensive obligations or expenses that it would be highly inequitable to deprive the owner of his right to complete his proposed development.” *Fox v. Park City*, 2008 UT 85, ¶ 35, 200 P.3d 182, 191 (quoting *Western Land Equities*, 617 P.2d at 391) (internal quotations omitted).

---

<sup>vii</sup> *Id.* (quoting *Utah County v. Young*, 615 P.2d 1265, 1267 (Utah 1980)).



# COUNCIL AGENDA

## September 27, 2016

Agenda Item “m”      Recruitment, Retention, and Compensation Policy

### *Factual Summation*

- Any question regarding this agenda item may be directed at Brody Bovero, City Manager.
- Pursuant to September 13th meeting, the Council requested that I summarize the items discussed in the meeting to assist in the discussion.
- Attached to the memo you will find outline version 1.2 showing the main components of the policy in a summarized format. The items in **black** text were discussed at the September 13<sup>th</sup> meeting and appeared to have tentative consensus amongst the Councilmembers. The items in **red** are concepts for the Council’s consideration, that are based on comments made during previous discussions, including the September 13 meeting.
- This outline is for discussion purposes and at this point is not yet refined enough to constitute a recommendation on my part.

## Summarized Draft Recruitment, Retention, and Compensation Policy v1.2

### Biennial Review

- Every 2 years, each department conducts in-depth review of operations, issues, direction, and goals with the City Council.
  - Yr 1: Police, Fire, Park & Rec
  - Yr 2: PW, CED, IT, Courts, Finance
- Any wage abnormalities, such as wage compression, or other special wage adjustments would be discussed as a part of the departmental review.

### Benchmark

- Every other Biennial Review, departments are on a rotating benchmark schedule:
  - Group 1: Police, Fire, Park & Rec
  - Group 2: PW, CED, IT, Courts, Finance

#### **Example Schedule:**

Year 1: In-depth review and benchmark of Police, Fire, Park & Rec  
Year 2: In-depth review and benchmark of PW, CED, IT, Courts, Finance  
Year 3: In-depth review of Police, Fire, Park & Rec  
Year 4: In-depth review of PW, CED, IT, Courts, Finance  
Year 5: In-depth review and benchmark of Police, Fire, Park & Rec  
Year 6: In-depth review and benchmark of PW, CED, IT, Courts, Finance

### Wage Scales

- Wage scales will not be set lower than the 50<sup>th</sup> percentile of the market. Based on inability to attract an acceptable applicant pool, or due to a change in the labor market for any given position, the Council may adjust the wage scale to a higher percentile.
- Individual wages can be adjusted with every benchmark study, along with wage scale adjustment, if Council approves. This comes in the form of an increase in the percentage that the employee is eligible to receive in the annual merit increase evaluation.
- The policy advises the Council to adjust wages and wages scales only when there is a net change of **2.5%** or greater in the benchmark for any given position. This is advisable in order to prevent wage compression in the future, but does not require the Council to make these adjustments.
- An employee's wages will not be adjusted due to a benchmark study if the employee has been hired within the previous 24 months.

**Commented [BB1]:** Council did not reach consensus on this number

**Example 1:** The Council budgets 2% of payroll for merit increases. The benchmark for Employee 'X's position shows an overall increase of 1.5% in the wage scale since the last benchmark. Since this is less than 2.5%, there would be no wage adjustment or wage scale adjustment.

**Example 2:** The Council budgets 2% of payroll for merit increases. The benchmark for Employee 'X's position shows an overall increase of 3.5% in the wage scale since the last benchmark. Since this is more than 2.5%, the employee is eligible (subject to Council approval) for his/her regular merit increase, plus a maximum of an additional 3.5% depending on his/her evaluation score.

### Merit Increases

- In order to determine the budgeted amount for merit increases, the Council will:
  - Calculate the moving average of wage increases for the last 3 years of benchmark cities/companies .
  - Set aside a minimum of **25%** of the net increase in combined sales tax, property tax, and franchise tax from the previous fiscal year.
  - Decide to either increase, decrease, or maintain the set-aside amount in order to stay competitive with the market.

**Commented [BB2]:** Council did not reach consensus on this number.

**Note:** 3 different methods of merit increase administration were considered but no consensus was reached. The three methods are outlined below:

### **Method #1**

- Administration of merit increases is performed by City Manager under direction of the Mayor, subject to performance scores of employees. No single employee may receive more than 1.5 times more than the budgeted percentage set aside for merit increase without Council approval.

**Example:** Council adopts a 2% budget for merit increases. No single employee may receive more than a 3% (2% x 1.5) merit increase, unless approved by the Council.

### Evaluation System

- Scoring System:

|               |                                     |
|---------------|-------------------------------------|
| 4.5 – 5 ->    | Max 1.5x the Avg                    |
| 4 – 4.49      |                                     |
| 3.5 – 3.99 -> | Target group for Avg merit increase |
| 3 – 3.49      |                                     |
| 2 – 2.99 ->   | No merit increase at 2.99 or below  |
| 0 – 1.99      |                                     |

- Scores of 3.5 – 3.99 will be targeted to earn a merit increase equivalent to average percentage budgeted. Higher scores can earn higher merit increases, up to the maximum allowed; lower scores receive lower amounts. The City Manager can adjust merit increases to account for differences in how each evaluator scores his/her employees, as a means to level the scoring system.

**Commented [BB3]:** This scoring range represents a good, solid employee that the City certainly does not want to lose.

**Commented [BB4]:** Tying scores to budget amount approved by Council allows policy to be responsive as budgetary changes occur over time.

**Example:** Council 2% of payroll for merit increases. Scores at 3.5 – 3.99 would be targeted to receive a 2% merit increase. An employee above a 4.5 score could receive up to 3% (2% x 1.5), and an employee near a score of 3 could receive about 1%.

## Method #2

- Administration of merit increases is performed by City Manager under direction of the Mayor, subject to performance scores of employees. No single employee may receive more than 5% without Council approval.

## Evaluation System

- Scoring System:
 

|             |                                 |
|-------------|---------------------------------|
| 4.51 – 5 -> | Up to 5%                        |
| 4.01 – 4.5  | Up to 3.75%                     |
| 3.26 – 4 -> | Up to 2.5%                      |
| 3.01 – 3.25 | Up to 1%                        |
| 2.01 – 3 -> | No merit increase at 3 or below |
| 0 – 2       |                                 |
- Targeted amount set aside for merit increases is 3% of payroll.
- Scores of 3.26 – 4 will be targeted to earn a merit increase equivalent to average percentage budgeted. Higher scores can earn higher merit increases, up to the maximum allowed; lower scores receive lower amounts. The City Manager can adjust merit increases to account for differences in how each evaluator scores his/her employees, as a means to level the scoring system.

**Example:** Council budgets 2% of payroll for merit increases. Scores at 3.26 – 4 would be targeted to receive a 2% merit increase. An employee above a 4.5 score could receive up to 5%, and an employee near a score of 3 could receive up to 1%

- Budget control test : Annually the budget will be reviewed to ensure the percent of the City's budget spent on wages never varies more than 5% from year to year.
- Disbursement control test: No more than 25% of merit budget may be spent on senior management. No less than 40% of merit budget may be spent on non-supervisory.

### Method #3

- Administration of merit increases is performed by City Manager under direction of the Mayor, subject to performance scores of employees. No single employee may receive more than 115% more than the budgeted percentage set aside for merit increase without Council approval.

**Example:** Council budgets 2% of payroll for merit increases. No single employee may receive more than a 2.3% (2% x 115%) merit increase, unless approved by the Council.

### Evaluation System

- Scoring System:

|                |                                    |
|----------------|------------------------------------|
| 4.5 – 5 ->     | 115% of the adopted merit          |
| 4 – 4.49       |                                    |
| 3.75 – 3.99 -> | 100 % of adopted merit             |
| 3.5 – 3.74     | 85% of adopted merit               |
| 3.25 – 3.49    | 70% of adopted merit               |
| 3.0 – 3.24     | 55% of adopted merit               |
| 2 – 2.99 ->    | No merit increase at 2.99 or below |
| 0 – 1.99       |                                    |
- Scores of 3.75 – 3.99 will be targeted to earn a merit increase equivalent to average percentage budgeted. Higher scores can earn higher merit increases, up to the maximum allowed; lower scores receive lower amounts. The City Manager can adjust merit increases to account for differences in how each evaluator scores his/her employees, as a means to level the scoring system.

**Example:** Council budgets 2% of payroll for merit increases. Scores at 3.75 – 3.99 would be targeted to receive a 2% merit increase. An employee above a 4.5 score could receive up to 2.3% (2% x 115%), and an employee near a score of 3 could receive about 1%.

### Advancements

- Employees that advance to higher position move to the bottom of new scale, but at least 1.5 times the percentage set aside for merit increases (This provides a raise equivalent to the maximum allowed under the merit increases). Nevertheless, the ultimate minimum increase for advancement is 4%. Employees are not eligible for merit increase for year of advancement.

**Example:** Council budgets a 2% budget for merit increases. Employee X reaches advancement, and his/her current wage is already higher than the bottom of the scale for the new position. He/she would receive a 3% increase ( $2\% \times 1.5$ ). However, since this is below 4%, the employee would receive 4%. He/She would not receive a merit increase for that year.

**Commented [BB5]:** Why? The market recognizes different levels of skill and experience for some positions. We must recognize or we fail to compete in the market. Basing advancements on a percentage of the merit increase balances the need to recognize market value of the employee's skill with the current market conditions. Removal of merit increase in addition advancement provides clarity for the Council.

### Promotions

- Employees that are promoted to a position with more responsibility move to the bottom of new scale, but at least 2.5 times the percentage set aside for merit increase. Nevertheless, the ultimate minimum increase for promotion is 9%. Employees are not eligible for merit increase for year of promotion.

**Example:** Council adopts a 2% budget for merit increases. Employee X is promoted, and his/her current wage is already higher than the minimum of the new higher position. He/She would receive a 5% increase ( $2\% \times 2.5$ ). However, since this is below 9%, the employee would receive 9%. He/She would not receive a merit increase for that year.

**Commented [BB6]:** Why? The majority of promotions actually result in a reduction of spending by the City. However, promotions require more responsibility, accountability, and supervisory duties. These are all associated with higher wages in the labor market. Basing promotions on a percentage of approved merit increases balances the need to recognize market value of the employee's skill and responsibility with the current market conditions. Elimination of merit increase for same year provides more clarity for the Council.



# COUNCIL AGENDA

## September 27, 2016

### Agenda Item “n”                      Utility Fee and Internal 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.

#### ***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. General 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.

**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.

**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.

- 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, 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?



## SYRACUSE CITY

### Syracuse City Council Special Meeting Agenda

September 27, 2016 – immediately following the City Council Work Session Meeting, which begins at 6:00 p.m.

City Council Conference Room

Municipal Building, 1979 W. 1900 S.

1. Meeting called to order  
Adopt agenda
2. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes.
3. Consideration of adjourning into Closed Executive Session pursuant to the provisions of Section 52-4-205 of the Open and Public Meetings Law for the purpose of discussing the character, professional competence, or physical or mental health of an individual; pending or reasonably imminent litigation; or the purchase, exchange, or lease of real property (roll call vote).
4. Adjourn.

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

#### **CERTIFICATE OF POSTING**

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Syracuse City limits on this 22<sup>nd</sup> day of September, 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 September 22, 2016.

CASSIE Z. BROWN, CMC  
SYRACUSE CITY RECORDER