



SYRACUSE CITY

Syracuse City Council Work Session Notice

October 9, 2012 – 5:00 p.m.

Large Conference Room

Municipal Building, 1979 W. 1900 S.

Notice is hereby given that the Syracuse City Council will meet in a work session on Tuesday, October 9, 2012, at 5:00 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. Meeting agenda for the Business Meeting to begin at 7:00 p.m. (5 min.)
- b. Presentation regarding Syracuse City Pumpkin Walk. (10 min.)
- c. Discussion regarding Agenda Item #7 – Proposed Ordinance 12-27 adopting the rewrite of Title Seven of the Syracuse City Code. (10 min.)
- d. Discussion regarding Agenda Item #6 – Proposed Resolution R12-24 adjusting the budget for the Fiscal Year ending June 30, 2013. (10 min.)
- e. Discussion regarding Agenda Item #8 – Proposed Ordinance 12-28 amending Title 9 of the Syracuse City Code. (5 min.)
- f. Discussion regarding Agenda Item #9 – Proposed Resolution R12-25 amending the Syracuse City Fee Schedule. (5 min.)
- g. Discussion regarding Agenda Item #10 – Proposed Ordinance 12-25 amending various provisions of Title 8, The Subdivision Ordinance, relating to exaction of water shares. (10 min.)
- h. Discussion regarding Agenda Item #11 – Proposed Ordinance 12-26, amending the existing zoning map of Title X, “Syracuse City Zoning Ordinance”, revised ordinances of Syracuse, 1971, by changing from Residential 2 (R-2) Zone to Professional Office Zone on the parcel(s) of real property herein described. (5 min.)
- i. Discussion regarding Agenda Item #12 – Final Subdivision Approval, Trailside Park Subdivision Phase Three, located at approximately 2950 South 2000 W. (10 min.)
- j. Presentation regarding proposed Joint Development Agreement between Syracuse City and Ninigret. (45 min.)
- k. Council business. (5 min.)

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

### CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Syracuse City limits on this 5<sup>th</sup> day of October, 2012 at Syracuse City Hall on the City Hall Notice Board and at <http://www.syracuseut.com/>. A copy was also provided to the Standard-Examiner on October 5, 2012.

CASSIE Z. BROWN, CMC  
SYRACUSE CITY RECORDER



# COUNCIL AGENDA

October 9, 2012

Agenda Item #B

Presentation regarding Syracuse City Pumpkin Walk.  
(10 min.)

*Factual Summation*

- Parks and Recreation Director Kresta Robinson will be present to provide information on the upcoming Pumpkin Walk.



# COUNCIL AGENDA

October 9, 2012

Agenda Item #c

Proposed Ordinance 12-27 adopting Title Seven rewrite of Syracuse City Code pertaining to Fire and Hazardous Materials.

*Factual Summation*

- Please see the attached staff memo from City Attorney Will Carlson.



**Mayor**  
Jamie Nagle

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

## MEMORANDUM

**To:** Mayor and City Council  
**From:** City Attorney, William J. Carlson  
**Date:** October 9, 2012  
**Subject:** Title Seven: Fire & Hazardous Materials

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### Summary

Some sections of Title Seven have not been updated for over forty years. Based on the request of the Fire Chief and comparison to alternative ordinances, the city administration presents the attached re-codification of Title Seven (Title VII) as a proposal for the City Council's consideration.

### Changes from September 25 draft

Based on further staff review and recommendations from the City Council, the attached draft includes the following modifications from the draft provided to the council on September 25, 2012:

1. The "Health Department" chapter, formerly chapter 1, has been entirely deleted. Utah Code §26A-1-103 now directs each county to create and maintain a health department for all incorporated and unincorporated areas in the county.
2. Uniform severability clauses were added at the end of each chapter.
3. "Inspection of Buildings" was amended to clarify that it applies exclusively to "premises not used as a private dwelling."
4. "Entry During Fires" was amended to clarify that the Fire Chief or his designee may perform investigations.

5. Criminal Penalties- The level of offense for violating the title was amended to a tier based system with criminally negligent violations being infractions and intentional violations being class B misdemeanors. The only exception was to the Open Burning chapter, a violation of which is already identified as a class B misdemeanor under state law. *See* UCA §65A-8-211(6)(b).
6. Sections involving “Social Officer” and “Rules and Regulations to Fire Department” were deleted.
7. The section “Apparatus for City Use- Exceptions” was deleted.
8. “Permissible Burning- Without Permit” was amended to clarify that burning fence lines does not require a permit, although it does require notice, and that burning on snow covered ground outside the closed fire season does not require a permit.
9. “Open Burning of Brush, Leaves, and Grass Clippings” was amended to allow open burning in agricultural zones, on properties containing twenty or more trees, and on lots larger than two acres.
10. Several minor technical revisions were made.

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**ORDINANCE NO. 12-27**

**AN ORDINANCE ADOPTING TITLE SEVEN REWRITE OF THE SYRACUSE CITY MUNICIPAL CODE PERTAINING TO FIRE AND HAZARDOUS MATERIALS.**

**WHEREAS**, due to the pace of growth in the City there are, from time to time, small proposed changes to various City ordinances that are warranted; and

**WHEREAS**, these small proposed changes come to the attention of City staff through varied means including but not limited to questions, concerns or complaints from the general public and or from developers that are seeking clarification on the language in the City code; and

**WHEREAS**, staff takes each question or concern under consideration and addresses it on case-by-case basis in a fair and judicious manner paying specific attention to the reasonableness and legality of the request as well as the reasonableness and legality of the City's own ordinances; and

**WHEREAS**, after such consideration staff will either support and sustain current ordinances as adopted or in other cases staff will research and address each proposed change and put forth amendments to existing ordinances; and

**WHEREAS**, staff now hereby wishes to adopt the rewrite of Title Seven to address such proposed changes.

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

**Section 1. Amendment.** The Syracuse City Municipal Code is hereby amended as put forth in Exhibit 'A'.

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

**Section 3. Effective Date.** This Ordinance shall become effective twenty (20) days after publication or posting.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 9<sup>th</sup> DAY OF OCTOBER, 2012.**

**SYRACUSE CITY**

ATTEST:

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Cassie Z. Brown, City Recorder

Mayor Jamie Nagle

Voting by the City Council:

|                          | “AYE” | “NAY” |
|--------------------------|-------|-------|
| Councilmember Duncan     | _____ | _____ |
| Councilmember Johnson    | _____ | _____ |
| Councilmember Lisonbee   | _____ | _____ |
| Councilmember Peterson   | _____ | _____ |
| Councilmember Shingleton | _____ | _____ |

# **TITLE VII**

## **FIRE &**

### **HAZARDOUS MATERIALS**

#### **CHAPTER 1: UNIFORM FIRE CODE**

- 7.01.010 AUTHORITY OF FIRE DEPARTMENT
- 7.01.020 ADOPTION OF INTERNATIONAL FIRE CODE
- 7.01.030 FIRE OFFICIAL
- 7.01.040 INSPECTION OF BUILDINGS
- 7.01.050 FIRE INVESTIGATIONS BY FIRE OFFICER
- 7.01.060 ENTRY DURING FIRES
- 7.01.070 PENALTIES
- 7.01.080 SEVERABILITY

#### **CHAPTER 2: FIRE DEPARTMENT**

- 7.02.010 FIRE DEPARTMENT CREATED
- 7.02.020 COMPOSITION OF DEPARTMENT
- 7.02.030 DUTIES OF CHIEF
- 7.02.040 DIVISIONS
- 7.02.050 MEMBERSHIP
- 7.02.060 EQUIPMENT
- 7.02.070 RECOMMENDATIONS FOR PURCHASE
- 7.02.080 EQUIPMENT TO BE SAFELY KEPT
- 7.02.090 TAMPERING WITH EMERGENCY VEHICLE
- 7.02.100 ALARM SYSTEM
- 7.02.110 PRIVATE USE OF EQUIPMENT PROHIBITED
- 7.02.120 UNAUTHORIZED ENTRY OF PLACE WHERE FIRE APPARATUS STORED PROHIBITED
- 7.02.130 MUTUAL AID OR COOPERATIVE AGREEMENTS
- 7.02.140 APPARATUS FOR CITY USE--EXCEPTIONS
- 7.02.150 ISSUANCE OF BADGE
- 7.02.160 AUTO INSIGNIA
- 7.02.170 PENALTY FOR VIOLATION
- 7.02.180 DEPARTMENT MEMBERS TO ENFORCE

- 7.02.190 POLICE OFFICERS TO ASSIST
- 7.02.200 SPECIAL OFFICERS
- 7.02.210 INTENT OF CHAPTER
- 7.02.220 SEVERABILITY

### **CHAPTER 3: GENERAL FIRE REGULATIONS**

- 7.03.010 RIGHT OF WAY
- 7.03.020 MAY BLOCKADE STREET
- 7.03.030 REMOVAL OF OBSTRUCTIONS
- 7.03.040 USE OF WATER
- 7.03.050 FALSE ALARMS
- 7.03.060 WILLFULLY OR NEGLIGENTLY CAUSING FIRE
- 7.03.070 UNLAWFUL INTERFERENCE
- 7.03.080 DRIVING OVER FIRE HOSE
- 7.03.090 LIMITS AT FIRE
- 7.03.100 DUTY OF BY-STANDERS
- 7.03.110 BLOCKING FIRE HYDRANTS AND FIRE DEPARTMENT CONNECTIONS
- 7.03.120 HYDRANT USE APPROVAL
- 7.03.130 TAMPERING WITH FIRE HYDRANTS
- 7.03.140 PARKING OF VEHICLE NEAR FIRE STATION
- 7.03.150 ACCUMULATION OF REFUSE AND RUBBISH
- 7.03.160 NUISANCE, INJUNCTION
- 7.03.170 SEVERABILITY

### **CHAPTER 4: OUTDOOR AND OPEN BURNING REGULATIONS**

- 7.04.010 PURPOSE
- 7.04.020 APPLICABILITY
- 7.04.030 DEFINITIONS
- 7.04.040 GENERAL PROHIBITION ON OUTDOOR BURNING AND OPEN BURNING
- 7.04.050 PERMISSIBLE BURNING - WITHOUT PERMIT
- 7.04.060 OPEN BURNING OF BRUSH, LEAVES, AND GRASS CLIPPINGS
- 7.04.070 AGRICULTURAL BURNING
- 7.04.080 BURNING PERMITS
- 7.04.090 EXTINGUISHING OUTDOOR FIRES
- 7.04.100 LIABILITY
- 7.04.110 PENALTY
- 7.04.120 SEVERABILITY

## **CHAPTER 5: FIREWORKS**

7.05.010 PURPOSE

7.05.020 HAZARDOUS ENVIRONMENTAL CONDITIONS

7.05.030 AUTHORITY OF LOCAL FIRE OFFICIAL TO ISSUE ORDERS

7.05.040 GEOGRAPHIC AREAS AFFECTED

7.05.050 PUBLIC NOTICE

7.05.060 PENALTY

7.05.070 ENFORCEMENT

7.05.080 SEVERABILITY

## **CHAPTER 6: COST RECOVERY FOR HAZARDOUS MATERIAL RELATED EMERGENCY**

7.06.010 PURPOSE

7.06.020 DEFINITIONS

7.06.030 RECOVERY AUTHORIZATION

7.06.040 NO ADMISSION OF LIABILITY

7.06.050 ACTION TO RECOVER

7.06.060 SEVERABILITY

## **CHAPTER 7: COST RECOVERY FOR FIRE RELATED EMERGENCIES**

7.07.010 PURPOSE

7.07.020 DEFINITIONS

7.07.030 RECOVERY AUTHORIZATION AND PROCEDURE

7.07.040 NO ADMISSION OF LIABILITY

7.07.050 ACTION TO RECOVER COSTS

7.07.060 SEVERABILITY

## CHAPTER 1

# UNIFORM FIRE CODE

- 7.01.010 Authority of Fire Department
- 7.01.020 Adoption of International Fire Code
- 7.01.030 Fire Official
- 7.01.040 Inspection of Buildings
- 7.01.050 Fire Investigations by Fire Officer
- 7.01.060 Entry During Fires
- 7.01.070 Penalties
- 7.01.080 Severability

### 7.01.010 AUTHORITY OF FIRE DEPARTMENT

The Fire Department's authority at fires and other emergencies involving the protection of life or property, interference with fire department operations, compliance with orders of the fire chief, and crossing fire hoses with vehicles, shall be governed by the code as adopted by chapters Four (4) through Ten (10), inclusive, as well as state and federal law.

### 7.01.020 ADOPTION OF INTERNATIONAL FIRE CODE

The International Fire Code as currently adopted by the State of Utah is hereby adopted by reference and made part of this chapter. Any successive amendments, editions, and/or appendixes adopted by the State of Utah are hereby incorporated herein by reference and shall be effective upon the date they are effective as a Utah State Statute. Not less than three copies of said code shall be deposited in the office of the City and open for public inspection and uses. (Ord. 02-04)

### 7.01.030 FIRE OFFICIAL

From time to time, the International Fire Code refers to the local

government's "Fire Official" or "Authority having Jurisdiction." These shall be held to mean the Fire Chief or a designee of the Fire Chief.

#### **7.01.040 INSPECTION OF BUILDINGS**

The Fire Chief, Fire Marshal of the City, and the City Building Inspector may enter any building or premises not used as a private dwelling at any reasonable hour for the purpose of inspecting and enforcing the rules, regulations and standards adopted by the City or contained within the Utah State Fire Prevention Law.

Whenever any such building or structure is discovered to be so situated as to endanger other buildings or property, or so occupied that a fire would endanger persons or property therein, the Fire Chief, Fire Marshall, or Building Inspector shall by written order direct the same to be removed or remedied.

#### **7.01.050 FIRE INVESTIGATIONS BY FIRE OFFICER**

The Fire Chief or Fire Marshal of the City shall investigate the cause, origin, and circumstances of every fire occurring within this city by which property has been destroyed or damaged, and shall especially make investigation as to whether such fire was the result of accident or design. The fire marshal shall keep in his or her office a record of all fires, together with all facts, statistics and circumstances, including the origin of the fires and the amount of the loss, which may be determined by the investigation required by this title.

#### **7.01.060 ENTRY DURING FIRES**

The Fire Chief or Fire Marshal may enter any building to begin an investigation by entering while the fire is in progress and the fire fighters are still at the premises. If the fire marshal enters while the fire is in progress and the fire fighters are present, the fire

marshal may remain on the premises until the investigation is completed. After the fire is out and the fire fighters have left the premises, the fire marshal may enter any open space that is not locked, boarded up or otherwise closed off. The fire marshal may enter at any time, even after the fire is out and the fire fighters have left the premises, with the permission of the owner, occupant, or other person entitled to possession, or of any agent of such owner, occupant or person entitled to possession. For any other entry to investigate possible arson the fire marshal shall apply for a search warrant.

## **7.01.070**

### **PENALTIES**

Except as otherwise indicated in section 7.04.100, any person who shall violate any of the provisions of this Title of this code, or fail to comply therewith, shall severally for each and every violation and noncompliance respectively be guilty of an offense as follows:

1. If done intentionally or knowingly, the offense is a class B misdemeanor;
2. If done recklessly, the offense is a class C misdemeanor; or
3. If done with criminal negligence, the offense is an infraction.

The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten days that prohibited conditions are maintained shall constitute a separate offense.

The application of the above penalty shall not be held to prevent

the enforced removal of prohibited conditions.

**7.01.080 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.

## CHAPTER 2

# FIRE DEPARTMENT

|          |                                                                    |
|----------|--------------------------------------------------------------------|
| 7.02.010 | Fire Department Created                                            |
| 7.02.020 | Composition of Department                                          |
| 7.02.030 | Duties of Chief                                                    |
| 7.02.040 | Divisions                                                          |
| 7.02.050 | Membership                                                         |
| 7.02.060 | Equipment                                                          |
| 7.02.070 | Recommendations for Purchase                                       |
| 7.02.080 | Equipment to be Safely Kept                                        |
| 7.02.090 | Tampering With Emergency Vehicle                                   |
| 7.02.100 | Alarm System                                                       |
| 7.02.110 | Private Use of Equipment Prohibited                                |
| 7.02.120 | Unauthorized Entry of Place Where Fire Apparatus Stored Prohibited |
| 7.02.130 | Mutual Aid or Cooperative Agreements                               |
| 7.02.140 | Issuance of Badge                                                  |
| 7.02.150 | Auto Insignia                                                      |
| 7.02.160 | Penalty for Violation                                              |
| 7.02.170 | Department Members to Enforce                                      |
| 7.02.180 | Police Officers to Assist                                          |
| 7.02.190 | Special Officers                                                   |
| 7.02.200 | Intent of Chapter                                                  |
| 7.02.210 | Severability                                                       |

### 7.02.010 FIRE DEPARTMENT CREATED

There is hereby created a department to be hereafter known as the Syracuse Fire Department, the object of which shall be the prevention of fire and the protection of life and property within the limits of the City of Syracuse. (1971)

### 7.02.020 COMPOSITION OF DEPARTMENT

The Department shall consist of a Fire Chief and such other members as the City may from time to time prescribe.

## 7.02.030

### DUTIES OF CHIEF

1. The Chief shall formulate a set of rules and regulations to govern the Department, and shall be responsible to the City Council for the personnel, morale and general efficiency of the Department.
2. The Chief shall determine the number and kind of companies of which the Department is to be composed and shall determine the response of such companies to alarms.
3. The Chief shall at least once a month conduct suitable drills or instruction in the operation and handling of equipment, first aid and rescue work, salvage, a study of buildings in Syracuse, fire prevention, water supplies, and all other matters generally considered essential to good firemanship and safety of life and property from fire.
4. The Chief is hereby required to assist the proper authorities in suppressing the crime of arson by investigating or causing to be investigated the cause, origin, and circumstances of all fires.
5. The Chief shall see that complete records are kept of all fires, inspections, apparatus and minor equipment, personnel and other information about the work of the department.
6. The Chief shall report monthly, or at such other intervals as the City Council may direct, to the Council the condition of the apparatus and equipment; the number of fires during the month, their location and cause, and the date of same and loss occasioned thereby; the number and purpose of all other runs made; and the number of members responding

to each fire or other run, and any changes in membership.

7. The Chief shall make a complete annual report to the City Council, together with comparative data for previous years and recommendations for improving the effectiveness of the Department. (1971)
8. The chief of the fire department may detail such members of the fire department as inspectors as shall from time to time be necessary.

#### **7.02.040 DIVISIONS**

In order to carry out its functions, the fire department is divided as follows:

1. Fire administration.
2. Fire prevention.
3. Emergency services.
4. Support services.
5. Training and information services.

#### **7.02.050 MEMBERSHIP**

The membership of the Department shall consist of such persons as may be appointed by the Chief.

#### **7.02.060 EQUIPMENT**

The Department shall be equipped with such apparatus and other

equipment as may be required from time to time to maintain its efficiency and properly protect life and property from fire. (1971)

**7.02.070**

**RECOMMENDATIONS FOR PURCHASE**

Recommendations of apparatus and equipment needed shall be made by the Chief, and after approval by the City Council shall be purchased in such manner as may be designated by the Council. (1971)

**7.02.080**

**EQUIPMENT TO BE SAFELY KEPT**

Fire suppression equipment shall not be obstructed, removed, tampered with or otherwise disturbed, and shall be installed and maintained, all in accordance with The International Fire Code.

**7.02.090**

**TAMPERING WITH EMERGENCY VEHICLE**

A person shall not, without proper authorization from the fire chief, cling to, attach himself to, climb upon or into, board, or swing upon any fire department emergency vehicle, whether the vehicle is in motion or at rest, or sound the siren, horn, bell or other sound-producing device thereon, or to manipulate or tamper with, or attempt to manipulate or tamper with any levers, valves, switches, starting devices, brakes, pumps, or any equipment or protection clothing on, or a part of, any fire department emergency vehicle. It shall be unlawful for any person to damage or deface, or attempt, or conspire to damage, or deface, any fire department emergency vehicle at any time, or to injure, or attempt to injure, or conspire to injure fire department personnel while performing departmental duties.

**7.02.100**

**ALARM SYSTEM**

Suitable arrangements or equipment shall be provided for citizens

to turn in an alarm, and for notifying all members of the Department so that they may promptly respond. (1971)

**7.02.110**

**PRIVATE USE OF EQUIPMENT PROHIBITED**

No person shall use any fire apparatus or equipment for any private purpose, nor shall any person willfully and without proper authority take away or conceal any article used in any way by the Department. (1971)

**7.02.120**

**UNAUTHORIZED ENTRY OF PLACE WHERE FIRE APPARATUS STORED PROHIBITED**

No person shall enter any place where fire apparatus is housed or handle any apparatus or equipment belonging to the Department unless accompanied by, or having the special permission of, an officer or authorized member of the Department. (1971)

**7.02.130**

**MUTUAL AID OR COOPERATIVE AGREEMENTS**

The City Council may enter into agreements or contracts with nearby incorporated communities or governing bodies of other organizations to provide the members of such communities or organizations with fire protection or to establish a mutual aid system, and the City shall not be liable for damage to persons or property resulting from firefighting equipment being outside the City limits pursuant to such agreements. (1971)

**7.02.140**

**ISSUANCE OF BADGE**

Each member of the Department may be issued a badge designating his rank, when determined necessary and advisable by the Chief. (1971)

**7.02.150 AUTO INSIGNIA**

Each member of the Department driving a car shall be issued a suitable insignia to be attached to the car. (1971)

**7.02.160 PENALTY FOR VIOLATION**

Any person violating the provisions of this chapter shall be guilty of an offense as indicated in Section 7.01.070.

**7.02.170 DEPARTMENT MEMBERS TO ENFORCE**

All regularly appointed members of the Department are hereby given the necessary special police powers for the purpose of enforcing the provisions of this Chapter. (1971)

**7.02.180 POLICE OFFICERS TO ASSIST**

It is hereby made the special duty of the Chief of Police and/or other peace officers who may be on duty and available for fire duty, to respond to all fire alarms and assist the Department in the protection of life and property, in regulating traffic, maintaining order, and in enforcing observance of all sections of this Chapter. (1971)

**7.02.190 SPECIAL OFFICERS**

The Department may elect a President, Vice President, Secretary, and Treasurer, to be known as Firefighters Association Officers. Such officers may be elected in any manner and for any term the membership may decide upon, and their duties shall be to arrange for and manage any or all social functions sponsored by the Department. (1971)

**7.02.200****INTENT OF CHAPTER**

In adopting the foregoing Chapter, it is the declared intent and purpose of the City Council to comply with the provisions and recommendations of the Utah State Fire Prevention. (1971)

**7.02.210****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.

## CHAPTER 3

# GENERAL FIRE REGULATIONS

|          |                                                        |
|----------|--------------------------------------------------------|
| 7.03.010 | Right of Way                                           |
| 7.03.020 | May Blockade Street                                    |
| 7.03.030 | Removal of Obstructions                                |
| 7.03.040 | Use of Water                                           |
| 7.03.050 | False Alarms                                           |
| 7.03.060 | Willfully or Negligently Causing Fire                  |
| 7.03.070 | Unlawful Interference                                  |
| 7.03.080 | Driving Over Fire Hose                                 |
| 7.03.090 | Limits at Fire                                         |
| 7.03.100 | Duty of By-Standers                                    |
| 7.03.110 | Blocking Fire Hydrants and Fire Department Connections |
| 7.03.120 | Hydrant Use Approval                                   |
| 7.03.130 | Tampering With Fire Hydrants                           |
| 7.03.140 | Parking of Vehicle Near Fire Station                   |
| 7.03.150 | Accumulation of Refuse and Rubbish                     |
| 7.03.160 | Nuisance, Injunction                                   |
| 7.03.170 | Severability                                           |

### 7.03.010 **RIGHT OF WAY**

It is hereby provided that any fire truck and movable fire fighting apparatus, and all personal cars of Fire Department members traveling within the City of Syracuse shall have the right of way over all other vehicles of every kind when responding to a fire alarm, and it shall be unlawful for the owner or operator of any vehicle to drive or operate the same in head of said fire truck or at a distance less than 600 feet or to follow the same at a distance closer than 600 feet, or to park within 300 feet of a fire. (1971)

### 7.03.020 **MAY BLOCKADE STREET**

Whenever a fire shall occur, it shall be lawful for the officer in charge to blockade any street, avenue, alley, sidewalk or other

place within the geographic limits of Syracuse, if in his judgment it is necessary to secure the efficient working of the men, hose, engines, or hook and ladder apparatus under his command, and to protect the hose from injury. It shall be unlawful for any person to break through said blockade. (1971)

### **7.03.030                    REMOVAL OF OBSTRUCTIONS**

When a fire is in progress, the officer in charge may order the removal or destruction of any building, fence, or any telephone, telegraph or electric light poles or wires or any other obstruction in order to prevent the progress of the fire, but no officer or firefighter shall unnecessarily or recklessly destroy or injure any building or other property. (1971)

### **7.03.040                    USE OF WATER**

The officer in charge at a fire shall have the right to use water from any source for the purpose of extinguishing the fire or for saving property in danger of being destroyed by fire. (1971)

### **7.03.050                    FALSE ALARMS**

No person shall deliberately or maliciously turn in an alarm of fire when in fact that person knows that no fire exists. Such acts of deliberate or malicious false alarms shall be punishable as prescribed under laws of the state and/or the code of the city. No person shall activate any installed fire warning system or any fixed fire extinguishing system for purposes other than emergency, maintenance, drill, or prescribed testing.

### **7.03.060                    WILLFULLY OR NEGLIGENTLY CAUSING FIRE**

It shall be unlawful for any person willfully or negligently to ignite or cause to be ignited any trees, shrubs, cultivated crop, fence, building or other property on any land not his own, or to throw any lighted cigar, cigarette, match or other burning material whatsoever on any land cover which will carry fire. (1971)

**7.03.070 UNLAWFUL INTERFERENCE**

It shall be unlawful for any person to hinder any officer in the discharge of his duty at a fire or emergency, or in any manner injure, deface or destroy any engine, hose or other apparatus or to interfere with any fire company or person, or to willfully break or injure any water pipe, or in any way interfere with the water or its course of supply. (1971)

**7.03.080 DRIVING OVER FIRE HOSE.**

A person may not operate or be in actual physical control of a vehicle that is driven or propelled over any fire hose of any fire department when laid down on any street, alley, way, private drive, or any other vehicular roadway without the consent of the fire chief or person in command of the operation.

**7.03.090 LIMITS AT FIRE**

The City Police Chief, in conjunction with the fire officer in charge, may prescribe the limits in the vicinity of the fire within which no person, except firefighters and members of the Police Department or those admitted by order of the officer in charge, shall be permitted to come. (1971)

**7.03.100 DUTY OF BY-STANDERS.**

No person shall fail or willfully refuse to comply with any lawful order of a member of the fire department nor interfere with the

attempt of another individual to comply with such order.

**7.03.110                    BLOCKING FIRE HYDRANTS AND FIRE DEPARTMENT CONNECTIONS**

It shall be unlawful to obscure from view, damage, deface, obstruct or restrict the access to any fire hydrant or any fire department connection for the pressurization of fire suppression systems, including fire hydrants and fire department connections that are located on public or private streets and access lanes, or on private property.

**7.03.120                    HYDRANT USE APPROVAL**

A person shall not use or operate any fire hydrant intended for use of any fire department for fire suppression purposes unless such person first secures a permit for such use from the fire chief and the Public Works Department. This section shall not apply to the use of such hydrants by a person employed by, and authorized to make such use by, the Public Works Department.

**7.03.130                    TAMPERING WITH FIRE HYDRANTS**

No person shall tamper with, turn on, adjust, damage or attempt to tamper with, open, turn on or adjust any fire hydrant owned by the city or connected to the city water system. Nothing in this section shall apply to any person authorized by the city water department or city fire department to do anything to a fire hydrant.

**7.03.140                    PARKING OF VEHICLE NEAR FIRE STATION**

No person shall park any vehicle or otherwise cause any obstruction to be placed within 30 feet of the entrance to any fire station or other place where fire apparatus is stored, or within 20 feet of the driveway approach from said station onto the public

street, or within 10 feet of any fire hydrant or cistern. (1971)

**7.03.150**

**ACCUMULATION OF REFUSE AND RUBBISH**

It shall be unlawful for any person to accumulate or permit the accumulation of empty boxes, refuse, water, rubbish, weeds or other inflammable substances, or to constitute a fire hazard when not required in the ordinary process of farming on any premises owned, rented, or controlled by him within the City limits or to carry on any business in or about any premises in such a manner as to endanger such premises or building or other buildings or premises by fire or explosion. (1971)

**7.03.160**

**NUISANCE, INJUNCTION**

Any fire hazard under this title is hereby declared to be a nuisance. In addition to any other relief provided by this title, the city attorney may apply to a court of competent jurisdiction for an injunction to prohibit the maintenance of any fire hazard. Such application for relief may include seeking a temporary restraining order, temporary injunction and permanent injunction.

**7.03.170**

**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.

## CHAPTER 4

# OUTDOOR AND OPEN BURNING REGULATIONS

|          |                                                         |
|----------|---------------------------------------------------------|
| 7.04.010 | Purpose                                                 |
| 7.04.020 | Applicability                                           |
| 7.04.030 | Definitions                                             |
| 7.04.040 | General Prohibition on Outdoor Burning and Open Burning |
| 7.04.050 | Permissible Burning - Without Permit                    |
| 7.04.060 | Open Burning of Brush, Leaves, and Grass Clippings      |
| 7.04.070 | Burning Permits                                         |
| 7.04.080 | Extinguishing Outdoor Fires                             |
| 7.04.090 | Liability                                               |
| 7.04.100 | Penalty                                                 |
| 7.04.110 | Severability                                            |

### 7.04.010 PURPOSE

This chapter is intended to promote the public health, safety and welfare and to safeguard the health, comfort, living conditions, safety and welfare of the citizens of Syracuse by regulating the air pollution and fire hazards of open burning and outdoor burning.

### 7.04.020 APPLICABILITY

This chapter applies to all outdoor burning and open burning within Syracuse.

1. This chapter does not apply to grilling or cooking food using charcoal, wood, propane or natural gas in cooking or grilling appliances.
2. This chapter does not apply to burning for the purpose of generating heat in a stove, furnace, fireplace or other heating device within a building certified for human or

animal habitation.

3. This chapter does not apply to the use of propane, acetylene, natural gas, gasoline or kerosene in a device intended for heating, construction or maintenance activities.

#### **7.04.030**

#### **DEFINITIONS**

The following words and phrases used in this Chapter shall have the following meanings unless a different meaning clearly appears from the context.

**AGRICULTURAL BURNING:** Open burning, in rural areas, essential to agricultural operations, including the growing of crops, the raising of fowl, animals or bees, when conducted on the premises where produced.

**AIR CONTAMINANT:** Any particulate matter or any gas, vapor, suspended solid or any combination thereof, excluding steam and water vapors.

**AIR CONTAMINANT SOURCE:** Any and all sources of emission of air contaminants whether privately or publicly owned or operated.

**AIR POLLUTION:** The presence in the ambient air of one or more air contaminants in quantities, or characteristics and under conditions and circumstances, and of a duration sufficient to cause or contribute to injury to human, plant, or animal life or health or to property or which unreasonably interferes with the enjoyment of life or use of property, as determined by the standards, rules and regulations adopted by the Utah Air Quality Board.

**ATMOSPHERE:** The air that envelopes or surrounds the earth and includes all spaces outside of buildings, stacks or exterior ducts.

**APPROPRIATE AUTHORITY:** The governing body of any city, town or county.

**AUTHORIZED LOCAL AUTHORITY:** A city, county or combination health department; a city, county, or combination fire department; or other local agency duly designated by appropriate authority, with approval of State Division of Health, as the agency to issue permits for open burning under regulations of the State Division of Health and other lawfully adopted ordinances, codes or regulations not in conflict therewith.

**CAMPFIRE:** A small outdoor fire intended for recreation or cooking but not including a fire intended for disposal of waste, wood or refuse.

**CLEAN WOOD:** natural wood which has not been painted, varnished or coated with a similar material; has not been pressure treated with preservatives; and does not contain resins or glues as in plywood or other composite wood products.

**CLEARING INDEX:** A number indicated rate of clearance of ground level pollutants from a given area. This number is calculated by the National Weather Service, from daily measurements of temperature lapse rates and wind speeds and directions from ground level to 10,000 feet.

**CONSTRUCTION AND DEMOLITION WASTE:** Building waste materials, including but not limited to waste shingles, insulation, lumber, treated wood, painted wood, wiring, plastics, packaging, and rubble that results from construction, remodeling, repair, and demolition operations on a house, commercial or

industrial building, or other structure.

DIVISION: Utah State Division of Health.

EMISSION: The act of discharging, into the atmosphere, an air contaminant or an effluent which contains or may contain an air contaminant; or the effluent so discharged into the atmosphere.

FIRE CHIEF: The Chief of the Syracuse Fire Department.

GARBAGE: All putrescible animal and vegetable matter resulting from the handling, preparation, cooking and consumption of food, including wastes attendant thereto.

HEAVY FUEL OIL: A petroleum product or similar material heavier than diesel fuel.

HOUSEHOLD WASTE: Any solid or liquid material normally generated by a family in a residence in the course of ordinary day to day living; including but not limited to garbage, paper products, rags, leaves and garden trash.

MUNICIPALITY: A county, township, city, or village.

OPEN BURNING: Any burning of combustible materials where the products of combustion are emitted into open air without passing through a chimney or stack.

OUTDOOR BURNING: Open burning or burning in a patio wood-burning unit.

PATIO WOOD-BURNING UNIT: A chimnea, patio warmer, or other portable wood-burning device used for outdoor recreation and/or heating.

PERSON: Any individual, public or private corporation, partnership, association, firm, trust or estate; the state or any department, institution, bureau, or agency thereof, any municipal corporation, county, city and county, or other political subdivision of the state, or any other legal entity whatsoever which is recognized by the law as being subject to rights and duties.

REFUSE: means any waste material except trees, logs, brush, stumps, leaves, grass clippings, and other vegetative matter. .

SALVAGE OPERATION: Any business, trade or industry engaged in whole or part in salvaging or reclaiming any product or material, including, but not limited to metals, chemicals, shipping containers or drums.

TRASH: Solids not considered to be highly flammable or explosive: including, but not limited to clothing, rags, leather, plastic, rubber, floor coverings, excelsior, tree leaves, yard trimmings and other similar materials.

WASTE: All solid liquid or gaseous material, including but not limited to, garbage, trash, household waste, construction or demolition debris, or other refuse including that resulting from the prosecution of any business trade or industry. (1971)

#### **7.04.040**

### **GENERAL PROHIBITION ON OUTDOOR BURNING AND OPEN BURNING**

Open burning and outdoor burning are prohibited in Syracuse unless the burning is specifically permitted by this chapter.

#### **7.04.050**

### **PERMISSIBLE BURNING - WITHOUT PERMIT.**

When not prohibited by other laws or by officials having jurisdiction, and provided that a nuisance is not created, the

following types of open burning are permissible without securing a permit:

1. In devices for the primary purpose of preparing food such as outdoor grills and fireplaces.
2. Campfires and fires used solely for cooking, ceremonial, or recreational purposes where such fires do not create a nuisance and are under the control of a responsible person.
3. Indoor fireplaces.
4. Burning of fence lines on cultivated lands, canals, or irrigation ditches if: (i) the burning does not pose a threat to forest, range, or watershed lands; (ii) due care is used in the control of the burning; and (iii) the individual notifies the fire department of the approximate time the burning will occur.
5. Open burning described in Section 7.05.060.1 between November 1 and May 31 of the following year if the ground is snow covered, except in years the closed burning season is extended by the State Forester.

#### **7.04.060**

#### **OPEN BURNING OF BRUSH, LEAVES, AND GRASS CLIPPINGS**

1. Open burning of brush, leaves, and grass clippings is allowed only at properties in an agricultural zone, properties containing twenty (20) or more trees, and properties at least two (2) acres in size. Such burning shall be in accordance with all of the following provisions.
2. Except for burning identified in Section 7.05.050, a burning permit must be obtained prior to open burning under this

section.

3. All allowed open burning shall be conducted in a safe, nuisance-free manner, when wind and weather conditions minimize adverse effects and do not create a health hazard or a visibility hazard. Open burning shall be conducted in conformance with all local and state fire protection regulations.
4. Open burning shall be constantly attended and supervised by a competent person of at least eighteen (18) years of age until the fire is extinguished and is cold. The person shall have readily available for use such fire extinguishing equipment as may be necessary for the total control of the fire.
5. No materials may be burned upon any street, curb, gutter or sidewalk or on the ice of a lake, pond, stream or water body.
6. Except for barbecue, gas, and charcoal grills, no burning shall be undertaken within 25 feet from any combustible material, combustible wall or partition.
7. No open burning may be conducted on days when the Department of Environmental Quality has declared an “air quality action day” applicable to Syracuse.

#### **7.04.070**

#### **BURNING PERMITS.**

1. Except where explicitly authorized by this chapter or state code, no person shall start or maintain any outdoor burning or open burning without a burning permit issued by the Davis County Fire Warden, Fire Chief, or other authorized

designee.

2. Open burning shall be allowable by permit during dates designated by the Davis County Fire Warden. All state air clearing index action provisions must be abided by
3. When weather conditions or extenuating circumstances warrant, the Fire Chief may temporarily suspend issuing burning permits and may temporarily suspend previously issued burning permits for open burning.
4. A burning permit issued under this section shall require compliance with all applicable provisions of this title and any additional special restrictions deemed necessary to protect public health and safety.
5. Any violation of the conditions of a burning permit shall be deemed a violation of this chapter. Any violation of this chapter or the burning permit shall void the permit.

#### **7.04.080**

### **EXTINGUISHING OUTDOOR FIRES**

The fire chief, police chief, or their authorized representatives, shall have the authority to require that any outdoor fire be immediately extinguished when, in their judgment, such fire creates a hazard or constitutes a violation of this section. If such a request for a fire to be extinguished is not fulfilled, the fire chief, police chief, or their authorized representatives, may take action to have such fire extinguished.

#### **7.04.090**

### **LIABILITY**

A person utilizing or maintaining an outdoor fire shall be responsible for all fire suppression costs and any other liability resulting from damage caused by the fire.

**7.04.100****PENALTY**

Any person who shall violate any of the provisions of this Chapter shall be guilty of a Class B misdemeanor. In addition thereto, such person may be enjoined from continuing such violations, and each day upon which such a violation occurs shall constitute a separate violation.

**7.04.110****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.

## CHAPTER 5

# FIREWORKS

|          |                                                  |
|----------|--------------------------------------------------|
| 7.05.010 | Purpose                                          |
| 7.05.020 | Hazardous Environmental Conditions               |
| 7.05.030 | Authority of Local Fire Official to Issue Orders |
| 7.05.040 | Geographic Areas Affected                        |
| 7.05.050 | Public Notice                                    |
| 7.05.060 | Penalty                                          |
| 7.05.070 | Enforcement                                      |
| 7.05.080 | Severability                                     |

### 7.05.010 PURPOSE

This Chapter authorizes the fire chief to prohibit the use of fireworks when hazardous environmental conditions necessitate controlling the use thereof.

### 7.05.020 HAZARDOUS ENVIRONMENTAL CONDITIONS

For the purposes of this chapter, “hazardous environmental conditions” means extreme dryness or lack of moisture, windy conditions, the presence of dry weeds and other vegetation and any combination thereof.

### 7.05.030 AUTHORITY OF LOCAL FIRE OFFICIAL TO ISSUE ORDERS

The Fire Chief is hereby authorized to issue orders prohibiting use of any fireworks in any area of the municipality for a specific year where the Fire Chief determines that hazardous environmental conditions necessitate controlling or prohibiting the use thereof.

**7.05.040 GEGRAPHIC AREAS AFFECTED**

The local fire official shall determine what areas are subject to prohibition and the extent of the prohibition and shall identify the same in a written order. The order shall also include a map outlining affected areas.

**7.05.050 PUBLIC NOTICE**

The city shall immediately post copies of the written order of the Fire Chief in at least three public places within the city; post a copy of the order on the official city website; inform all local news media outlets of the order, and provide a copy of the order thereto.

**7.05.060 PENALTY**

Any person who violates an order of the fire chief issued pursuant to this chapter is guilty of an offense as indicated in section 7.01.070.

**7.05.070 ENFORCEMENT**

Every officer charged with enforcement of State and municipal laws within the jurisdiction of this municipality, including the Fire Chief is hereby charged with the responsibility to enforce this title.

**7.05.080 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.

## CHAPTER 6

# COST RECOVERY FOR HAZARDOUS MATERIAL RELATED EMERGENCY

|          |                           |
|----------|---------------------------|
| 7.06.010 | Purpose                   |
| 7.06.020 | Definitions               |
| 7.06.030 | Recovery Authorization    |
| 7.06.040 | No Admission of Liability |
| 7.06.050 | Action to Recover         |
| 7.06.060 | Severability              |

### 7.06.010 PURPOSE

This chapter shall provide procedures for recovering costs incurred by the Syracuse for City assistance in hazardous material incidents. (Ord. 03-06)

### 7.06.020 DEFINITIONS

**HAZARDOUS MATERIALS EMERGENCY:** a sudden and unexpected release, of any substance that, because of its quantity, concentration or physical, chemical or infectious characteristics, presents a direct and immediate threat to public safety or the environment, and requires immediate action to mitigate the threat.

**EXPENSES:** the actual labor costs of government and volunteer personnel, including workers compensation benefits, fringe benefits, administrative overhead, costs of equipment, cost of equipment operation, cost of materials, cost of disposal, and the cost of any contract labor and materials. (Ord. 03-06)

### **7.06.030**

### **RECOVERY AUTHORIZATION**

Syracuse shall be entitled to recover expenses it may incur in the cleanup of any hazardous material emergency from the person or entity that owned and/or had control over and/or caused the release of the hazardous material involved in the hazardous materials emergency. Recovery of expenses shall be pursuant to the following procedure:

1. The City shall determine responsibility for the emergency and notify the responsible party by mail of the City's determination of responsibility and the expenses to be recovered.
2. The notice shall specify that the party determined responsible may appeal the City's decision before a hearing officer designated by the mayor and establish a date by which the notice of appeal shall be filed. The appeal date shall be no less than fifteen days from the date of the notice.
3. In the event the party determined responsible appeals the determination, the hearing officer shall hold a public hearing to consider any issues raised by the appeal, at which hearing the appealing party and the City shall be entitled to present evidence in support of their respective positions.
4. The hearing officer shall, after the hearing, make a recommendation to the City Council, who shall issue a decision assessing responsibility and costs. (Ord. 03-06)

### **7.06.040**

### **NO ADMISSION OF LIABILITY**

The payment of expenses determined owing under this chapter does not constitute an admission of liability or negligence in any

legal action for damages. (Ord. 03-06)

**7.06.050**

**ACTION TO RECOVER**

In the event parties determined to be responsible for the repayment of hazardous material emergency costs fail to make payment to the City within thirty (30) days after a determination of any liability, the City may initiate legal action to recover from the parties determined responsible the costs determined to be owing, including the City's reasonable attorney's fees. (Ord. 03-06)

**7.06.060**

**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.

## CHAPTER 7

# COST RECOVERY FOR FIRE RELATED EMERGENCIES

|          |                                      |
|----------|--------------------------------------|
| 7.07.010 | Purpose                              |
| 7.07.020 | Definitions                          |
| 7.07.030 | Recovery Authorization and Procedure |
| 7.07.040 | No Admission of Liability            |
| 7.07.050 | Action to Recover Costs              |
| 7.07.060 | Severability                         |

### 7.07.010 PURPOSE

This chapter shall provide procedures for recovering costs incurred by Syracuse for City assistance in fire emergency. (Ord. 03-07)

### 7.07.020 DEFINITIONS

As used in this chapter:

1. FIRE EMERGENCY: means a fire proximately caused by a person or business whose conduct was at a minimum grossly negligent and resulted in a fire to which the City and/or assisting agencies responded.
2. EXPENSES: means the actual labor costs of government and volunteer personnel, including workers compensation benefits, fringe benefits, administrative overhead, costs of equipment, cost of equipment operation, cost of materials, cost of disposal, and the cost of any contract labor and materials.

3. **GROSSLY NEGLIGENT**: means a reckless disregard for the safety of property or others. (Ord. 03-07)

#### 7.07.030

### **RECOVERY AUTHORIZATION AND PROCEDURE**

Syracuse is empowered to recover from any person, corporation, partnership or other individual or entity whose grossly negligent actions cause a fire emergency, expense incurred by Syracuse associated with a response to a fire emergency. Recovery of expenses shall be pursuant to the following procedures:

1. The City shall determine responsibility for the emergency and notify the responsible party by mail of the City's determination of responsibility and the costs to be recovered.
2. The notice shall specify that the party determined responsible may appeal the City's decision before a hearing officer designated by the mayor and establish a date by which the notice of appeal should be filed. The appeal date shall be no less than fifteen days from the date of the notice.
3. In the event the party determined responsible appeals the determination, the hearing officer shall hold a public hearing to consider any issues raised by the appeal, at which hearing the appealing party and the City shall be entitled to present evidence in support of their respective positions.
4. The hearing officer shall after the hearing make a recommendation to the City Council, who shall issue a decision assessing responsibility and costs. (Ord. 03-07)

**7.07.040****NO ADMISSION OF LIABILITY**

The payment of expenses determined owing under this chapter does not constitute an admission of liability or negligence in any legal action for damages. (Ord. 03-07)

**7.07.050****ACTION TO RECOVER COSTS**

In the event a party determined to be responsible for the repayment of fire emergency expenses fails to make payment to the City within thirty (30) days after a determination of any appeal by the mayor to the City Manager, or thirty (30) days from the deadline for appeal In the event no appeal is filed, the City may initiate legal action to recover the costs determined to be owing, including the City's reasonable attorney's fees. (Ord. 03-07)

**7.07.060****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.

**TITLE VII**

**HEALTH & FIRE &**

**HAZARDOUS MATERIALS**

**CHAPTER 1: UNIFORM FIRE CODE**

- 7.01.010 AUTHORITY OF FIRE DEPARTMENT
- 7.01.020 ADOPTION OF INTERNATIONAL FIRE CODE
- 7.01.030 FIRE OFFICIAL
- 7.01.040 INSPECTION OF BUILDINGS
- 7.01.050 FIRE INVESTIGATIONS BY FIRE OFFICER
- 7.01.060 ENTRY DURING FIRES
- 7.01.070 PENALTIES
- 7.01.080 SEVERABILITY

**CHAPTER 2: FIRE DEPARTMENT**

- 7.02.010 FIRE DEPARTMENT CREATED
- 7.02.020 COMPOSITION OF DEPARTMENT
- 7.02.030 DUTIES OF CHIEF
- 7.02.040 DIVISIONS
- 7.02.050 MEMBERSHIP
- 7.02.060 EQUIPMENT
- 7.02.070 RECOMMENDATIONS FOR PURCHASE
- 7.02.080 EQUIPMENT TO BE SAFELY KEPT
- 7.02.090 TAMPERING WITH EMERGENCY VEHICLE
- 7.02.100 ALARM SYSTEM
- 7.02.110 PRIVATE USE OF EQUIPMENT PROHIBITED
- 7.02.120 UNAUTHORIZED ENTRY OF PLACE WHERE FIRE APPARATUS STORED PROHIBITED
- 7.02.130 MUTUAL AID OR COOPERATIVE AGREEMENTS
- 7.02.140 APPARATUS FOR CITY USE--EXCEPTIONS
- 7.02.150 ISSUANCE OF BADGE
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### **CHAPTER 4: OUTDOOR AND OPEN BURNING REGULATIONS**

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7.05.020 HAZARDOUS ENVIRONMENTAL CONDITIONS

7.05.030 AUTHORITY OF LOCAL FIRE OFFICIAL TO ISSUE ORDERS

7.05.040 GEOGRAPHIC AREAS AFFECTED

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**CHAPTER 6: COST RECOVERY FOR HAZARDOUS MATERIAL RELATED EMERGENCY**

7.06.010 PURPOSE

7.06.020 DEFINITIONS

7.06.030 RECOVERY AUTHORIZATION

7.06.040 NO ADMISSION OF LIABILITY

7.06.050 ACTION TO RECOVER

7.06.060 SEVERABILITY

**CHAPTER 7: COST RECOVERY FOR FIRE RELATED EMERGENCIES**

7.07.010 PURPOSE

7.07.020 DEFINITIONS

7.07.030 RECOVERY AUTHORIZATION AND PROCEDURE

7.07.040 NO ADMISSION OF LIABILITY

7.07.050 ACTION TO RECOVER COSTS

7.07.060 SEVERABILITY

**CHAPTER 1**

**CITY-COUNTY HEALTH DEPARTMENT**

**7-1-1: CREATION OF CITY-COUNTY HEALTH DEPARTMENT**

**7-1-2: POWERS OF CITY-COUNTY HEALTH DEPARTMENT**  
‡

~~CREATION OF CITY-COUNTY HEALTH DEPARTMENT.~~ The City of Syracuse hereby joins with Davis County and the other Participating towns and cities of Davis County in the creation of a full-time City-County Health Department in Davis County, State of Utah, which Department shall be known as the Davis County Health Department. (1971)

**7.01.010 POWERS OF CITY-COUNTY HEALTH DEPARTMENT.** The City-County Health Department is hereby authorized and empowered to act within the incorporated limits of Syracuse City in accordance with authority granted to a City-County Health Department in Title 26, Chapter 15, Sections 33 to 53 inclusive, of the Utah Code Annotated, 1953, as amended. (1971)

**Comment [WC1]:** "The governing body of each county shall create and maintain a local health department which includes and serves all incorporated and unincorporated areas in the county." UCA §26A-1-103.

## CHAPTER 2

### HEALTH AND SANITARY REGULATIONS

~~7-2-1: License Required to Engage in Food Handling Business~~

~~7-2-2: Standards of Quality~~

~~7-2-3: Offering Unwholesome Food for Sale~~

~~7-2-4: Meat Markets—Facilities Required~~

~~7-2-5: Handling Meat or Food Products—Sanitary Requirements~~

~~7-2-6: Inspection of Meat~~

~~7-2-7: Premises to be Clean~~

~~7-2-8: Control of Food Processors~~

~~7-2-9: Regulation of Sale of Milk~~

~~7-2-10: Health Department May Enter Premises~~

~~7-2-11: Physicians to Report Contagious Diseases~~

~~7-2-12: Unsanitary Dispensers of Food~~

~~7-2-13: Unlawful to Allow Garbage to Accumulate~~

~~7-2-14: Vacating Premises~~

~~7-2-15: Dumping Garbage Only at Lawful Place~~

~~7-2-16: Establishment of Dumping Grounds~~

~~7-2-17: Health Department May Close to Occupancy~~

~~7-2-1: ——— LICENSE REQUIRED TO ENGAGE IN FOOD HANDLING BUSINESS. It shall be unlawful for any person to engage in the business of handling, selling, offering for sale, preparing, processing, or serving any food or food products, beverages or water intended for human consumption, or to fumigate any human habitation, or to operate a cannery, food packing or processing plant, or a slaughter house or~~

animal disposal establishment, or to clean out or install any privy, cesspool, or septic tank, without first making application for and obtaining from the City Board of Health, or City Council, a written permit so to do. Application for such permit shall be made in writing and filed with the City Council, together with a fee of One Dollar. The fee shall be deposited with the City Treasurer if the Application is granted, and returned to the applicant if denied. (1971)

~~7-2-2: **STANDARDS OF QUALITY.** The standards of quality, purity and strength of food and drinks that have been or shall hereafter be adopted by the United States Department of Agriculture, are hereby declared to be the standards of purity and strength of food and drinks of this City, and said standards of quality, purity and strength of food and drinks adopted by the United States Department of Agriculture are hereby made a part of this Chapter, except where otherwise specified. (1971)~~

~~7-2-3: **OFFERING UNWHOLESOME FOOD FOR SALE.** No person shall expose or offer for sale, or sell for human food, any blown, meager, diseased or bad meat, poultry or game, or an unsound, diseased or unwholesome fish, fruit, vegetables, or other market produce. No person shall within this City, expose or offer for sale or sell for human consumption, any sick or diseased animal, or the flesh of any animal, which when killed was sick or diseased, or that died a natural or accidental death. Any article or animal that shall be offered or exhibited for sale in any market as though it were intended for sale, shall be deemed offered and exposed for sale within the meaning of this Section. No person shall sell or offer for sale in this City any unwholesome food or drink, or any food or beverage which has been condemned by a government or a City inspector or by an inspector of the Health Department, and the City Council may cause such food or drink to be seized and confiscated. (1971)~~

~~7-2-4: **MEAT MARKETS FACILITIES REQUIRED.** It shall be unlawful to use any building, room or place as a meat market, unless the same be provided with a refrigerator of sufficient capacity to handle all meats and~~

meat products held for sale, the same to be maintained at a temperature of not more than 45° Fahrenheit; such places shall be provided with suitable racks and receptacles for meats and all utensils, hooks, hangers, racks, and dishes, shall be kept in a sanitary condition. (1971)

~~7-2-5: **HANDLING MEATS OR FOOD PRODUCTS—SANITARY REQUIREMENTS.** It shall be unlawful for any person engaged in the handling, preparation or processing of meats or food products to fail to keep his hands and clothing in a sanitary condition, or to work with or around said meats and foods while affected with tuberculosis, or any communicable disease. (1971)~~

~~7-2-6: **INSPECTION OF MEAT.** It shall be unlawful to sell, or offer for sale any meat or meat products or any animal which has not been inspected by a government, state, county or city inspector in accordance with regulations established by the United States Department of Agriculture, and the regulations of the Department of Agriculture, and the regulations of the Department of Agriculture of the State of Utah, and for this purpose the City Council may appoint a competent inspector or inspectors whose duties shall be to inspect all slaughtering and operations conducted in such slaughter houses, and may provide fees for inspection and services to be paid by said slaughter houses. (1971)~~

~~7-2-7: **PREMISES TO BE CLEAN.** It shall be unlawful for the owner or occupant of any cannery, food packing or processing plant, or other place where food is canned, prepared or processed, kept or sold, to permit the said premises or yard connected therewith to remain unclean, or in any state or condition detrimental to the public health. (1971)~~

~~7-2-8: **CONTROL OF FOOD PROCESSORS.** The provisions of this Chapter shall apply to all packing houses, slaughter houses, dairies and canaries located in or within one mile of the limits of the City of Syracuse, and to all other food processing and canning plants within said~~

area. (1971)

~~7-2-9: **REGULATION OF THE SALE OF MILK.** It shall be unlawful for any person to offer for sale in this City any unwholesome, watered or adulterated milk, or milk known as swill milk, or milk, from cows that are fed on swill, garbage, or other like substance, or to offer for sale any butter or cheese made from such milk. It shall be unlawful for any person to bring or send into this City, any milk without first having obtained a permit from the Health Department to do so. Such permit shall be given by said Health Department whenever, upon inspection of the vessels used to hold milk, and test of the milk, it shall appear that said vessels and premises are kept in good sanitary condition, and that the milk meets the requirements of the rules adopted by such Health Department and compliance with the State Board of Health regulations. None but pure wholesome, unadulterated and undiluted milk shall be sold or offered for sale.~~

~~After such permit shall have been granted, the Health Officer shall have the power to revoke such permit and condemn whenever, upon inspection of the premises and vessels and the test of milk, it shall appear that such premises or vessels are not kept in a good sanitary condition, or that the milk does not meet the requirements of the rules of the Health Department; and it shall be unlawful for any person to sell, or offer to sell, or offer for sale, any milk so condemned. (1971)~~

~~7-2-10: **HEALTH DEPARTMENT MAY ENTER PREMISES.** The Health Department or any duly authorized representative thereof is hereby empowered, when it shall be deemed necessary to secure or preserve the public health, to enter into or upon any premises, buildings or other places open to the public to examine the condition of such building, premise, or other place, or of any person occupying the same or working therein or thereon, and also to examine, analyze or test any products of goods manufactured, stored, or kept for sale upon or in any building or premises and if, after such examination, analysis tests, such products or goods shall be found unfit for human food, or unsanitary, to~~

condemn or destroy all such foodstuffs, goods, or products. (1971)

~~7-2-11: **PHYSICIANS TO REPORT CONTAGIOUS DISEASES.** It shall be unlawful for physicians of other persons having knowledge of the existence of any contagious or infectious diseases or having reason to believe that any disease exists, to fail to report the same forthwith to the Health Department. (1971)~~

~~7-2-12: **UNSANITARY DISPENSERS OF FOOD.** Whenever it is determined by a member of the Health Department that filthy or unsanitary conditions exist or are permitted to exist in the operation of any hotel, restaurant, boarding house, food store or other public place where food or beverages are manufactured, processed, stored, deposited, sold or offered for sale, for any purpose whatsoever, the proprietor or any person operating said place shall first be notified and warned by the Health Department to place said premises in a sanitary condition within a reasonable length of time, and any such person who fails to obey such notice or who shall continue to deal in said foods or beverages, from premises thus failing to comply, shall be guilty of a violation of this Chapter.(1971)~~

~~7-2-13: **UNLAWFUL TO ALLOW GARBAGE TO ACCUMULATE.** It shall be unlawful for any person to allow garbage, dead animals or other refuse to accumulate upon the premises occupied by such person. (1971)~~

~~7-2-14: **VACATING PREMISES.** It shall be unlawful for any person upon vacating or removing from dwellings, apartments, storerooms or other buildings situated within the corporate limits of the City to fail to remove all garbage, rubbish and ashes from such buildings and premises and also the ground appurtenant thereto; or to fail to place the same in a thoroughly sanitary condition within 24 hours after said premises shall be vacated. (1971)~~

~~7-2-15: **DUMPING GARBAGE ONLY AT LAWFUL PLACE.** It shall be unlawful for any person to dump, deposit, leave or cause or permit to be~~

dumped, deposited or left, any garbage or offensive material, vegetable waste, market waste, or any other waste food products, animal by-products, ashes or any other refuse or waste material, except at such times and places as may be designated by the City Council, in accordance with the terms of this Chapter. (1971)

~~7-2-16: ESTABLISHMENT OF DUMPING GROUNDS. The City Council may, by resolution or ordinance, establish a dumping ground for certain material within the limits of the City, which dumping ground shall be, as far as is practical, used by the inhabitants of the City.~~

~~The City Council shall adopt rules and regulations for the use of the said dumping ground and shall appoint a qualified supervisor to enforce such rules and regulations. Such rules and regulations shall specify the area where the same may be dumped and the kind and classes of material to be dumped thereupon. It shall be unlawful for any person to dump any waste material at any place in the City except under the direction of the supervisor so appointed by the City Council and in accordance with rules and regulations so adopted by the City Council. (1971)~~

~~7-2-17: HEALTH DEPARTMENT MAY CLOSE TO OCCUPANCY.~~

~~Whenever, in the opinion of the Health Department, any building or dwelling has, because of its unsanitary condition, become a menace to life or health or unfit for human habitation, said Health Department shall have the power to close to occupancy said building or dwelling and/or cause to be vacated said building or dwelling until the same is put in a clean and sanitary condition as required by the rules and regulations of the Health Department. It shall further be the duty of the Health Department to notify the owner, agent or lessee in writing of the action taken and post in a conspicuous place on said building or dwelling a sign reading as follows, to wit: "Closed to Occupancy by order of the Health Department."~~

~~It shall be unlawful for any person to occupy, lodge or sleep in, or cause or permit to occupy, lodge or sleep in, any building or dwelling or other place closed to occupancy by order of the Health Department. (1971)~~

**CHAPTER 3**

**~~GARBAGE COLLECTION AND DISPOSAL~~**

**~~7-3-1: May Provide Services~~**

**~~7-3-2: May Establish Rules and Regulations~~**

~~7-3-1: **MAY PROVIDE SERVICES.** Syracuse City may provide, either directly or by agreement with a contractor, for the collection and disposition of garbage and trash within the corporate limits of the City. (1971)~~

~~7-3-2: **MAY ESTABLISH RULES AND REGULATIONS.** The City Council of Syracuse may by resolution establish rules and regulations governing the disposal and collection of garbage and fixing rates for the collection of the same. (1971) (See Ordinance 86-8 and Resolution R90-4)~~

CHAPTER 41

UNIFORM FIRE CODE

~~7-4-1:~~7.01.010 ~~Adoption of Uniform Fire Code~~ Authority of Fire Department

7.01.020 Adoption of International Fire Code

7.01.030 Fire Official

~~7-4-2:~~7.01.040 Inspection of Buildings

~~7-4-3:~~7.01.050 Fire Investigations by Fire Officer

7.01.060 Entry During Fires

7.01.070

~~7-4-4:~~Penalties

7.01.080 Severability

7.01.010 AUTHORITY OF FIRE DEPARTMENT

The Fire Department's authority at fires and other emergencies involving the protection of life or property, interference with fire department operations, compliance with orders of the fire chief, and crossing fire hoses with vehicles, shall be governed by the code as adopted by chapters Four (4) through Ten (10), inclusive, as well as state and federal law.

7.01.020 ADOPTION OF INTERNATIONAL FIRE CODE-

The International Fire Code, ~~2000, published by International Code Council, Inc. and~~ as currently adopted by the State of Utah is hereby adopted by reference and made part of ~~these revised ordinances~~ this chapter. Any successive amendments, editions, and/or appendixes adopted by the State of Utah are hereby incorporated herein by reference and shall be effective upon the

date they are effective as a Utah State Statute. Not less than three copies of said code shall be deposited in the office of the City and open for public inspection and uses. (Ord. 02-04)

~~7.01.010~~ 7.01.030 **FIRE OFFICIAL**

From time to time, the International Fire Code refers to the local government's "Fire Official" or "Authority having Jurisdiction." These shall be held to mean the Fire Chief or a designee of the Fire Chief.

~~7.01.020~~ 7.01.040 **INSPECTION OF BUILDINGS-**

The Fire Chief, ~~or~~ Fire Marshal of the City, ~~or of the County~~ and the City Building Inspector may enter any building or premises not used as a private dwelling at any reasonable hour for the purpose of inspecting and enforcing the rules, regulations and standards adopted by the City or contained within the Utah State Fire Prevention Law. Whenever any such building or structure is discovered to be so situated as to endanger other buildings or property, or so occupied that a fire would endanger persons or property therein, the Fire Chief, Fire Marshall, or Building Inspector shall by written order direct the same to be removed or remedied. (1971)

7.01.050 **FIRE INVESTIGATIONS BY FIRE OFFICER-**

The Fire Chief or Fire Marshal of the City ~~or of the County~~ shall ~~investigate the cause, origin and circumstances of each fire occurring in the City by which property has been destroyed or damaged.~~ Such investigation shall be commenced immediately after such fire and shall determine, among other things, whether ~~the fire was the result of carelessness or of design.~~ If the officer making the investigation determines that the fire appears to be of suspicious origin, he shall immediately notify the State Fire

Marshal to this effect and shall, within one week after the fire, file with the State Fire Marshall a written report setting forth all of the facts and circumstances regarding the fire and such other information as the State Fire Marshal shall require. (1974) shall investigate the cause, origin, and circumstances of every fire occurring within this city by which property has been destroyed or damaged, and shall especially make investigation as to whether such fire was the result of accident or design. The fire marshal shall keep in his or her office a record of all fires, together with all facts, statistics and circumstances, including the origin of the fires and the amount of the loss, which may be determined by the investigation required by this title.

**7.01.0307.01.060 ENTRY DURING FIRES**

The Fire Chief or Fire Marshal may enter any building to begin an investigation by entering while the fire is in progress and the fire fighters are still at the premises. If the fire marshal enters while the fire is in progress and the fire fighters are present, the fire marshal may remain on the premises until the investigation is completed. After the fire is out and the fire fighters have left the premises, the fire marshal may enter any open space that is not locked, boarded up or otherwise closed off. The fire marshal may enter at any time, even after the fire is out and the fire fighters have left the premises, with the permission of the owner, occupant, or other person entitled to possession, or of any agent of such owner, occupant or person entitled to possession. For any other entry to investigate possible arson the fire marshal shall apply for a search warrant.

**7.01.070 PENALTIES.** ~~Any person who shall violate any of the provisions of the Code hereby adopted or fail to comply therewith, or who shall violate or fail to comply with any order made there under, or who shall build in violation of any detailed~~

~~statement or specifications or plans submitted and approved there under, or any certificate or permit issued there under, and from which no appeal has been taken, or who fails to comply with such an order as affirmed or modified by the City Council or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation and non-compliance, respectively, be guilty of a Class B Misdemeanor, punishable by a fine of not to exceed \$1,000.00, or by imprisonment in the City or County Jail for not to exceed six months, or by both such fine and imprisonment.~~

Except as otherwise indicated in section 7.04.100, any person who shall violate any of the provisions of this Title of this code, or fail to comply therewith, shall severally for each and every violation and noncompliance respectively be guilty of an offense as follows:

1. If done intentionally or knowingly, the offense is a class B misdemeanor;
2. If done recklessly, the offense is a class C misdemeanor; or
3. If done with criminal negligence, the offense is an infraction.

The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten days that prohibited conditions are maintained shall constitute a separate offense.

The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions. ~~(1986)~~

**7.01.80**      **7.01.080 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.

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CHAPTER 52

FIRE DEPARTMENT

- ~~7-5-1:7.02.010~~ ~~-Fire Department Created~~
- ~~7.02.020~~ ~~7-5-2: Composition of Department~~
- ~~7.02.030~~ ~~7-5-3: Appointment of Chief Duties of Chief~~
- ~~7.02.040~~ ~~7-5-4: Chief Accountable to City Council Divisions~~
- ~~7.02.050~~ ~~7-5-5: Appointment of Assistant Chiefs and Other Department Officers Membership~~
- ~~7.02.060~~ ~~7-5-6: Duties of Chief Equipment~~
- ~~7.02.070~~ ~~7-5-7: Membership Recommendations for Purchase~~
- ~~7.02.080~~ ~~7-5-8: Suspension or Discharge Equipment to be Safely Kept~~
- ~~7.02.090~~ ~~7-5-9: Equipment Tampering With Emergency Vehicle~~
- ~~7.02.100~~ ~~7-5-10: Recommendations for Purchase Alarm System~~
- ~~7.02.110~~ ~~7-5-11: Equipment to be Safely Kept Private Use of Equipment Prohibited~~
- ~~7.02.120~~ ~~7-5-12: Alarm System Unauthorized Entry of Place Where Fire Apparatus Stored Prohibited~~
- ~~7.02.130~~ ~~7-5-13: Private Use of Equipment Prohibited Mutual Aid or Cooperative Agreements~~
- ~~7-5-14: Unauthorized Entry of Place Where Fire Apparatus Stored Prohibited~~
- ~~7.02.140~~ ~~7-5-15: Mutual Aid or Cooperative Agreements Issuance of Badge~~
- ~~7.02.150~~ ~~7-5-16: Apparatus for City Use Exceptions Auto Insignia~~
- ~~7.02.160~~ ~~7-5-17: Issuance of Badge Penalty for Violation~~
- ~~7.02.170~~ ~~7-5-18: Auto Insignia Department Members to Enforce~~
- ~~7.02.180~~ ~~7-5-19: Penalty for Violation Police Officers to Assist~~
- ~~7.02.190~~ ~~7-5-20: Department Members to Enforce Special Officers~~
- ~~7-5-21: City Marshal and Police Officer to Assist~~
- ~~7-5-22: Special Officers~~
- ~~7.02.200~~ ~~7-5-23: Duties of Social Officers Intent of Chapter~~
- ~~7-5-24: Intent of Chapter~~
- ~~7.02.210~~ ~~Severability~~

7.02.010 FIRE DEPARTMENT CREATED:

There is hereby created a department to be hereafter known as the Syracuse ~~City~~ Fire Department, the object of which shall be the prevention of fire and the protection of life and property within

the limits of the City of Syracuse. (1971)

**7.02.020**

**COMPOSITION OF DEPARTMENT.**

The Department shall consist ~~of a Chief, two Assistant Chiefs and other officers as the Chief and City Council may deem necessary for the effective operation of the Department. (1971)~~ of a Fire Chief and such other members as the City may from time to time prescribe.

~~**APPOINTMENT OF CHIEF.** The Chief shall be appointed by the Mayor with the advice and consent of the City Council for an indefinite period of time, and his tenure of office shall depend upon his good conduct and efficiency. The Chief shall be technically qualified by training and experience and shall have ability to command men and hold their respect and confidence. He shall be removed only for just cause and after a public hearing before the City Council. (1971)~~

~~**CHIEF ACCOUNTABLE TO CITY COUNCIL.** The Chief shall be held accountable to the City Council only, and shall make written and verbal reports thereto as the Council may require. All other Department and Company officers shall be accountable to the Chief only. (1971)~~

~~**APPOINTMENT OF ASSISTANT CHIEFS AND OTHER DEPARTMENT OFFICERS.** The Assistant Chief and all other Department and Company officers shall be appointed by the Chief with the approval of the City Council. Such officers shall be accountable only to the Chief, and subject to removal by him. (1971)~~

**7.02.030**

**DUTIES OF CHIEF.**

1. The Chief shall formulate a set of rules and regulations to govern the Department, and shall be responsible to the City Council for the personnel, morale and general efficiency of the Department.
2. The Chief shall determine the number and kind of companies of which the Department is to be composed

and shall determine the response of such companies to alarms.

3. The Chief shall at least once a month conduct suitable drills or instruction in the operation and handling of equipment, first aid and rescue work, salvage, a study of buildings in ~~the City~~ Syracuse, fire prevention, water supplies, and all other matters generally considered essential to good firemanship and safety of life and property from fire.
4. The Chief is hereby required to assist the proper authorities in suppressing the crime of arson by investigating or causing to be investigated the cause, origin, and circumstances of all fires.

~~The Chief is hereby empowered to enter any and all buildings and premises at any reasonable hour for the purpose of making inspections and to serve written notice upon the owner or occupant to abate, within a specified time, any and all fire hazards that may be found, and he is hereby empowered so to do. Any person refusing such entry on demand or any person so served with a notice who shall fail or refuse to abate any fire hazard or hazards, within the time and as prescribed in such notice, or to promptly notify the Chief thereof, shall be guilty of a misdemeanor.~~

5. The Chief shall see that complete records are kept of all fires, inspections, apparatus and minor equipment, personnel and other information about the work of the department.
6. The Chief shall report monthly, or at such other intervals as the City Council may direct, to the Council the condition of the apparatus and equipment; the number of fires during the month, their location and cause, and the date of same and loss occasioned thereby; the number and purpose of all

other runs made; and the number of members responding to each fire or other run, and any changes in membership.

7. The Chief shall make a complete annual report to the City Council ~~within one month after the close of the fiscal year, such report to include the information specified in Sub-paragraph (F),~~ together with comparative data for previous years and recommendations for improving the effectiveness of the Department. (1971)

~~7.8.~~ The chief of the fire department may detail such members of the fire department as inspectors as shall from time to time be necessary.

#### 7.02.040 DIVISIONS

In order to carry out its functions, the fire department is divided as follows:

1. Fire administration.
2. Fire prevention.
3. Emergency services.
4. Support services.
5. Training and information services.

#### 7.02.0407.02.050 MEMBERSHIP

The membership of the Department shall consist of such persons as may be appointed by the Chief ~~and shall be able bodied male citizens residing within the City, preferably property owners whose business activities are normally within the confines of~~

Syracuse, and who have telephones in their homes. Determination of whether candidates for appointment are able bodied shall be made by the Chief after a medical and physical examination has been made in a manner prescribed by the Chief and approved by the City Council. (1971).

~~**SUSPENSION OR DISCHARGE.** Any member of the Department may be suspended or discharged from the Department by the Chief at any time he may deem such action necessary for the good of the Department. On written request of such member to the City Council he shall be given a public hearing on the charges brought by the Chief. (1971)~~

~~7.02.05~~7.02.060 **EQUIPMENT:**

-The Department shall be equipped with such apparatus and other equipment as may be required from time to time to maintain its efficiency and properly protect life and property from fire. (1971)

~~7.02.06~~7.02.070 **RECOMMENDATIONS FOR PURCHASE:**

-Recommendations of apparatus and equipment needed shall be made by the Chief, and after approval by the City Council shall be purchased in such manner as may be designated by the Council. (1971)

7.02.080 **EQUIPMENT TO BE SAFELY KEPT.** ~~All equipment of the Department shall be safely and conveniently housed in such places as may be designated by the City Council. (1971)~~

Fire suppression equipment shall not be obstructed, removed, tampered with or otherwise disturbed, and shall be installed and maintained, all in accordance with The International Fire Code.

~~7.02.07~~7.02.090 **TAMPERING WITH EMERGENCY VEHICLE**

A person shall not, without proper authorization from the fire

chief, cling to, attach himself to, climb upon or into, board, or swing upon any fire department emergency vehicle, whether the vehicle is in motion or at rest, or sound the siren, horn, bell or other sound-producing device thereon, or to manipulate or tamper with, or attempt to manipulate or tamper with any levers, valves, switches, starting devices, brakes, pumps, or any equipment or protection clothing on, or a part of, any fire department emergency vehicle. It shall be unlawful for any person to damage or deface, or attempt, or conspire to damage, or deface, any fire department emergency vehicle at any time, or to injure, or attempt to injure, or conspire to injure fire department personnel while performing departmental duties.

7.02.100

**ALARM SYSTEM-**

Suitable arrangements or equipment shall be provided for citizens to turn in an alarm, and for notifying all members of the Department so that they may promptly respond. (1971)

7.02.110

**PRIVATE USE OF EQUIPMENT PROHIBITED-**

No person shall use any fire apparatus or equipment for any private purpose, nor shall any person willfully and without proper authority take away or conceal any article used in any way by the Department. (1971)

7.02.120

**UNAUTHORIZED ENTRY OF PLACE WHERE FIRE APPARATUS STORED PROHIBITED-**

No person shall enter any place where fire apparatus is housed or handle any apparatus or equipment belonging to the Department unless accompanied by, or having the special permission of, an officer or authorized member of the Department. (1971)

**7.02.130**

**MUTUAL AID OR COOPERATIVE AGREEMENTS:**

The City Council may enter into agreements or contracts with nearby incorporated communities or governing bodies of other organizations to provide the members of such communities or organizations with fire protection or to establish a mutual aid system, and the City shall not be liable for damage to persons or property resulting from fire-fighting equipment being outside the City limits pursuant to such agreements. (1971)

**7.02.140**

**~~APPARATUS FOR CITY USE — EXCEPTIONS.~~**

~~No apparatus shall be hired out or permitted to leave the City, except in response to a call for aid at a fire in a neighboring community without the consent of the City Council. The officer in charge of the Department shall have power to assign equipment for response to calls for outside aid in accordance with Section 7-5-15, and in other cases only when the absence of such equipment will not jeopardize protection in this City. (1971)~~

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~~7.02.150~~**7.02.140**

**ISSUANCE OF BADGE:**

Each member of the Department may be issued a badge designating his rank, when determined necessary and advisable by the Chief. (1971)

~~7.02.160~~**7.02.150**

**AUTO INSIGNIA:**

Each member of the Department driving a car shall be issued a suitable insignia to be attached to the car. (1971)

~~7.02.170~~**7.02.160**

**PENALTY FOR VIOLATION:**

Any person violating the provisions of [this chapter Sections 7-5-6\(E\), 7-5-13, or 7-5-14](#) shall be guilty of an [offense as indicated in Section 7.01.070](#) ~~Class B misdemeanor and upon conviction, pay a~~

~~fine in any sum not to exceed \$1,000.00, or be imprisoned for not to exceed six months, or be punished by both said fine and imprisonment. (1986).~~

~~7.02.180~~7.02.170 **DEPARTMENT MEMBERS TO ENFORCE:**

All regularly appointed members of the Department are hereby given the necessary special police powers for the purpose of enforcing the provisions of this Chapter. (1971)

~~7.02.190~~7.02.180 **~~CITY MARSHAL AND~~ POLICE OFFICERS TO ASSIST:**

It is hereby made the special duty of the ~~City Marshal~~, Chief of Police and/or other peace officers who may be on duty and available for fire duty, to respond to all fire alarms and assist the Department in the protection of life and property, in regulating traffic, maintaining order, and in enforcing observance of all sections of this Chapter. (1971)

~~7.02.1100~~7.02.190 **SPECIAL OFFICERS:**

The Department may elect a President, Vice President, Secretary, and Treasurer, to be known as ~~Social Officers~~Firefighters Association Officers. Such officers may be elected in any manner and for any term the membership may decide upon, and their duties shall be to arrange for and manage any or all social functions sponsored by the Department. (1971)

~~7.02.200~~ **~~DUTIES OF SOCIAL OFFICERS.~~** ~~The functions and duties of said Social Officers shall in no wise interfere with those of the regular Department officers who are charged with responsibility for all fire service activities of the Department. (1971)~~

7.02.200 **INTENT OF CHAPTER.**

In adopting the foregoing Chapter, it is the declared intent and purpose of the City Council to comply with the provisions and recommendations of the Utah State Fire Prevention ~~Law and the rules and regulations and standards promulgated in accordance therewith, and with the provisions of the Uniform Fire Code, 1979 Edition.~~ (1971)

7.02.210

**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.

CHAPTER 63

**GENERAL FIRE REGULATIONS**

~~7-6-1:~~ 7.03.010 Right of Way  
~~7-6-2:~~ 7.03.020 May Blockade Street  
~~7-6-3:~~ Right to Enter Upon Premises  
~~7-6-4:~~ 7.03.030 Removal of Obstructions  
~~7-6-5:~~ 7.03.040 Use of Water  
~~7-6-6:~~ 7.03.050 False Alarms  
~~7-6-7:~~ 7.03.060 Willfully or Negligently Causing Fire  
~~7-6-8:~~ 7.03.070 Unlawful Interference  
~~7-6-9:~~ 7.03.080 Driving Over Fire Hose  
~~7-6-10:~~ 7.03.090 Limits at Fire  
~~7-6-11:~~ 7.03.100 Duty of By-Standers  
~~7-6-12:~~ Parking Near Fire Hydrant 7.03.110 Blocking Fire Hydrants and Fire Department Connections  
~~7-6-13:~~ 7.03.120 Hydrant Use Approval  
7.03.130 Tampering With Fire Hydrants  
7.03.140 Parking of Vehicle Near Fire Station  
~~7-6-14:~~ 7.03.150 Accumulation of Refuse and Rubbish  
7.03.160 Nuisance, Injunction  
~~7-6-15:~~ Notice of Fire Hazards  
7.03.170 Severability

**7.03.010 RIGHT OF WAY:**

It is hereby provided that any fire truck and movable fire fighting apparatus, and all personal cars of Fire Department members traveling within the City of Syracuse shall have the right of way over all other vehicles of every kind when responding to a fire alarm, and it shall be unlawful for the owner or operator of any vehicle to drive or operate the same in head of said fire truck or at a distance less than 600 feet or to follow the same at a distance closer than 600 feet, or to park within 300 feet of a fire. (1971)

7.03.020

**MAY BLOCKADE STREET:**

Whenever a fire shall occur, it shall be lawful for the officer in charge to blockade any street, avenue, alley, sidewalk or other place within the [geographic](#) limits of Syracuse ~~City~~, if in his judgment it is necessary to secure the efficient working of the men, hose, engines, or hook and ladder apparatus under his command, and to protect the hose from injury. It shall be unlawful for any person to break through said blockade. (1971)

~~**RIGHT TO ENTER UPON PREMISES.** Firemen shall at any time have the right to enter upon any premises, for the purpose of investigating, extinguishing or controlling fires; and they may at any reasonable hour enter premises for the purpose of inspecting the same. (1971)~~

7.03.030

**REMOVAL OF OBSTRUCTIONS:**

When a fire is in progress, the officer in charge may order the removal or destruction of any building, fence, or any telephone, telegraph or electric light poles or wires or any other obstruction in order to prevent the progress of the fire, but no officer or ~~fireman~~ [firefighter](#) shall unnecessarily or recklessly destroy or injure any building or other property. (1971)

7.03.040

**USE OF WATER:**

The officer in charge at a fire shall have the right to use water from any source for the purpose of extinguishing the fire or for saving property in danger of being destroyed by fire. (1971)

7.03.050

~~**FALSE ALARMS.** Any person who shall, without cause, give an alarm of fire by outcry, or ringing of bells or otherwise, shall be deemed guilty of a misdemeanor. (1971)~~

No person shall deliberately or maliciously turn in an alarm of fire when in fact that person knows that no fire exists. Such acts of deliberate or malicious false alarms shall be punishable as prescribed under laws of the state and/or the code of the city. No person shall activate any installed fire warning system or any fixed fire extinguishing system for purposes other than emergency, maintenance, drill, or prescribed testing.

7.03.060

**WILLFULLY OR NEGLIGENTLY CAUSING FIRE:**

It shall be unlawful for any person willfully or negligently to ignite or cause to be ignited any trees, shrubs, cultivated crop, fence, building or other property on any land not his own, or to throw any lighted cigar, cigarette, match or other burning material whatsoever on any land cover which will carry fire. (1971)

7.03.070

**UNLAWFUL INTERFERENCE:**

It shall be unlawful for any person to ~~willfully~~ hinder any officer in the discharge of his duty at a fire or emergency, or in any manner injure, deface or destroy any engine, hose or other ~~fire~~ apparatus or to interfere with any fire company or person, or to willfully break or injure any water pipe, or in any way interfere with the water or its course of supply. (1971)

7.03.080

**DRIVING OVER FIRE HOSE.** ~~It shall be unlawful for the owner or person in charge or control of any motor vehicle or for anyone driving or operating any other type of vehicle to drive the same over any fire hose on any street in this City. (1971)~~

A person may not operate or be in actual physical control of a vehicle that is driven or propelled over any fire hose of any fire department when laid down on any street, alley, way, private drive, or any other vehicular roadway without the consent of the fire chief or person in command of the operation.

7.03.090

**LIMITS AT FIRE-**

The City ~~Marshal~~Police Chief, in conjunction with the fire officer in charge, may prescribe the limits in the vicinity of the fire within which no person, except ~~firemen~~firefighters and members of the Police Department or those admitted by order of the officer in charge, shall be permitted to come. (1971)

7.03.100

**DUTY OF BY-STANDERS.** ~~The City Marshal, or officer in charge at the fire, may require the aid of every citizen, inhabitant or by-stander in drawing any engine, cart or other fire apparatus to the fire, and, upon refusal or neglect of any such person to immediately comply with such requirement, the offender shall, upon conviction thereof, be liable to a fine not exceeding \$25.00. All officers authorized to command the aid or assistance of any citizen, inhabitant or by-stander are hereby authorized likewise to arrest such citizen, inhabitant, or by-stander for refusal to obey any reasonable directions for the extinguishing of fire or the protection of property. (1971)~~

No person shall fail or willfully refuse to comply with any lawful order of a member of the fire department nor interfere with the attempt of another individual to comply with such order.

7.03.110

**PARKING NEAR FIRE HYDRANT.** ~~It shall be unlawful for the owner or operator of any motor vehicle or the driver of any horse, gas or steam propelled vehicle to stop or park the same within a distance of ten feet of any fire hydrant within the City of Syracuse. (1971)~~ **BLOCKING FIRE HYDRANTS AND FIRE DEPARTMENT CONNECTIONS**

It shall be unlawful to obscure from view, damage, deface, obstruct or restrict the access to any fire hydrant or any fire

department connection for the pressurization of fire suppression systems, including fire hydrants and fire department connections that are located on public or private streets and access lanes, or on private property.

**7.03.120 HYDRANT USE APPROVAL**

A person shall not use or operate any fire hydrant intended for use of any fire department for fire suppression purposes unless such person first secures a permit for such use from the fire chief and the Public Works Department. This section shall not apply to the use of such hydrants by a person employed by, and authorized to make such use by, the Public Works Department.

**7.03.110~~7.03.130~~ TAMPERING WITH FIRE HYDRANTS**

No person shall tamper with, turn on, adjust, damage or attempt to tamper with, open, turn on or adjust any fire hydrant owned by the city or connected to the city water system. Nothing in this section shall apply to any person authorized by the city water department or city fire department to do anything to a fire hydrant.

**7.03.120~~7.03.140~~ PARKING OF VEHICLE NEAR FIRE STATION:**

No person shall park any vehicle or otherwise cause any obstruction to be placed within 30 feet of the entrance to any fire station or other place where fire apparatus is stored, or within 20 feet of the driveway approach from said station onto the public street, or within 10 feet of any fire hydrant or cistern. (1971)

**7.03.130~~7.03.150~~ ACCUMULATION OF REFUSE AND RUBBISH:**

It shall be unlawful for any person to accumulate or permit the accumulation of empty boxes, refuse, water, rubbish, weeds or

other inflammable substances, or to constitute a fire hazard when not required in the ordinary process of farming on any premises owned, rented, or controlled by him within the City limits or to carry on any business in or about any premises in such a manner as to endanger such premises or building or other buildings or premises by fire or explosion. (1971)

7.03.160      **NUISANCE, INJUNCTION**

Any fire hazard under this title is hereby declared to be a nuisance. In addition to any other relief provided by this title, the city attorney may apply to a court of competent jurisdiction for an injunction to prohibit the maintenance of any fire hazard. Such application for relief may include seeking a temporary restraining order, temporary injunction and permanent injunction.

~~7.03.140~~      ~~**NOTICE OF FIRE HAZARDS.** Whenever, in the judgment of the Fire Chief or City Marshal, any building or structure, or any portion thereof, or any appurtenances or fixtures thereto, or any chimney, smokestack, stove, oven, furnace, or wiring or anything connected with such building or premises is deemed defective or unsafe, and such defective or unsafe condition is such as to create a danger from fire; or whenever the owner or occupant of such building or structure or part thereof keeps material, waste, or rubbish of any description in such manner that the same creates a danger from fire, the Fire Chief or City Marshal, or their deputies, shall give the owner or person having control of such building or structure not exceeding five days notice of required changes, alternations, or repairs necessary to render the same safe to life and property from fire, and any person refusing or neglecting to comply with such notice shall be deemed guilty of a misdemeanor. (1971)~~

7.03.170      **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.

CHAPTER 74

**OUTDOOR AND**  
**OPEN BURNING REGULATIONS**

~~7-7-1-7.04.010~~ Purpose  
7.04.020 Applicability  
7.04.030 Definitions  
~~7-7-2-7.04.040~~ General Prohibition on Outdoor Burning and Open  
Burning ~~Community Waste Disposal~~  
~~7-7-3-7.04.050~~ Permissible Burning - Without Permit ~~General~~  
Prohibitions  
~~7-7-4-7.04.060~~ Permissible Burning ~~Without Permit~~ Open Burning  
of Brush, Leaves, and Grass Clippings  
~~7-7-5-7.04.070~~ Permissible Burning With Permit Exemptions  
~~7-7-6-7.04.080~~ Burning Permits  
7.04.080 Extinguishing Outdoor Fires  
7.04.090 Liability  
~~7-7-7-7.04.100~~ Penalty  
7.04.110 Severability

7.04.010 PURPOSE

This chapter is intended to promote the public health, safety and welfare and to safeguard the health, comfort, living conditions, safety and welfare of the citizens of Syracuse by regulating the air pollution and fire hazards of open burning and outdoor burning.

7.04.020 APPLICABILITY

This chapter applies to all outdoor burning and open burning within Syracuse.

1. This chapter does not apply to grilling or cooking food using charcoal, wood, propane or natural gas in cooking or grilling appliances.

2. This chapter does not apply to burning for the purpose of generating heat in a stove, furnace, fireplace or other heating device within a building certified for human or animal habitation.

3. This chapter does not apply to the use of propane, acetylene, natural gas, gasoline or kerosene in a device intended for heating, construction or maintenance activities.

7.04.0107.04.030 **DEFINITIONS.**

The following words and phrases used in this Chapter shall have the following meanings unless a different meaning clearly appears from the context.

**AGRICULTURAL BURNING:** Open burning, in rural areas, essential to agricultural operations, including the growing of crops, the raising of fowl, animals or bees, when conducted on the premises where produced.

**AIR CONTAMINANT:** Any particulate matter or any gas, vapor, suspended solid or any combination thereof, excluding steam and water vapors.

**AIR CONTAMINANT SOURCE:** Any and all sources of emission of air contaminants whether privately or publicly owned or operated.

**AIR POLLUTION:** The presence in the ambient air of one or more air contaminants in quantities, or characteristics and under conditions and circumstances, and of a duration sufficient to cause or contribute to injury to human, plant, or animal life or health or to property or which unreasonably interferes with the enjoyment of life or use of property, as determined by the

standards, rules and regulations adopted by the [Air Conservation Committee](#) [Utah Air Quality Board](#).

ATMOSPHERE: The air that envelopes or surrounds the earth and includes all spaces outside of buildings, stacks or exterior ducts.

APPROPRIATE AUTHORITY: The governing body of any city, town or county.

AUTHORIZED LOCAL AUTHORITY: A city, county or combination health department; a city, county, or combination fire department; or other local agency duly designated by appropriate authority, with approval of State Division of Health, as the agency to issue permits for open burning under regulations of the State Division of Health and other lawfully adopted ordinances, codes or regulations not in conflict therewith.

[CAMPFIRE: A small outdoor fire intended for recreation or cooking but not including a fire intended for disposal of waste, wood or refuse.](#)

[CLEAN WOOD: natural wood which has not been painted, varnished or coated with a similar material; has not been pressure treated with preservatives; and does not contain resins or glues as in plywood or other composite wood products.](#)

CLEARING INDEX: A number indicted rate of clearance of ground level pollutants from a given area. This number is calculated by ~~the Weather Bureau~~ [the National Weather Service](#), from daily measurements of temperature lapse rates and wind speeds and directions from ground level to 10,000 feet.

[CONSTRUCTION AND DEMOLITION WASTE: Building waste materials, including but not limited to waste shingles,](#)

[insulation, lumber, treated wood, painted wood, wiring, plastics, packaging, and rubble that results from construction, remodeling, repair, and demolition operations on a house, commercial or industrial building, or other structure.](#)

DIVISION: Utah State Division of Health.

EMISSION: The act of discharging, into the atmosphere, an air contaminant or an effluent which contains or may contain an air contaminant; or the effluent so discharged into the atmosphere.

[FIRE CHIEF: The Chief of the Syracuse Fire Department.](#)

GARBAGE: All putrescible animal and vegetable matter resulting from the handling, preparation, cooking and consumption of food, including wastes attendant thereto.

HEAVY FUEL OIL: A petroleum product or similar material heavier than diesel fuel.

HOUSEHOLD WASTE: Any solid or liquid material normally generated by a family in a residence in the course of ordinary day to day living; including but not limited to garbage, paper products, rags, leaves and garden trash.

[MUNICIPALITY: A county, township, city, or village.](#)

OPEN BURNING: Any burning of combustible materials where the products of combustion are emitted into open air without passing through a chimney or stack.

[OUTDOOR BURNING: Open burning or burning in a patio wood-burning unit.](#)

[PATIO WOOD-BURNING UNIT: A chimnea, patio warmer, or](#)

other portable wood-burning device used for outdoor recreation and/or heating.

PERSON: Any individual, public or private corporation, partnership, association, firm, trust or estate; the state or any department, institution, bureau, or agency thereof, any municipal corporation, county, city and county, or other political subdivision of the state, or any other legal entity whatsoever which is recognized by the law as being subject to rights and duties.

REFUSE: means any waste material except trees, logs, brush, stumps, leaves, grass clippings, and other vegetative matter. Any solid waste, including garbage and trash.

SALVAGE OPERATION: Any business, trade or industry engaged in whole or part in salvaging or reclaiming any product or material, including, but not limited to metals, chemicals, shipping containers or drums.

TRASH: Solids not considered to be highly flammable or explosive: including, but not limited to clothing, rags, leather, plastic, rubber, floor coverings, excelsior, tree leaves, yard trimmings and other similar materials.

WASTE: All solid liquid or gaseous material, including but not limited to, garbage, trash, household waste, construction or demolition debris, or other refuse including that resulting from the prosecution of any business trade or industry. (1971)

**7.04.040**

**GENERAL PROHIBITION ON OUTDOOR BURNING AND OPEN BURNING**

Open burning and outdoor burning are prohibited in Syracuse unless the burning is specifically permitted by this chapter.

~~7.04.020~~ ~~COMMUNITY WASTE DISPOSAL.~~ No open burning shall be done at sites used for disposal of community trash, garbage and other wastes except when authorized for a specific period of time by the Air Conservation Committee on the Basis of justifiable circumstances reviewed and weighed in terms of pollution effects and other relevant considerations at appropriate hearing following written application. (1971)

~~7.04.030~~ ~~GENERAL PROHIBITIONS.~~ No person shall burn any trash, garbage or other wastes, nor shall conduct any salvage operation, in any open fire except in conformity with the provisions of Sections 7-7-4 and 7-7-5 below. (1971)

~~7.04.040~~7.04.050 **PERMISSIBLE BURNING - WITHOUT PERMIT.**

When not prohibited by other laws or by ~~other~~ officials having jurisdiction, and provided that a nuisance is not created, the following types of open burning are permissible without ~~the necessity of~~ securing a permit:

1. In devices for the primary purpose of preparing food such as outdoor grills and fireplaces.
2. Camp-fires and fires used solely for cooking, ceremonial, or recreational purposes where such fires do not create a nuisance and are under the control of a responsible person.
3. Indoor fireplaces.
4. Burning of fence lines on cultivated lands, canals, or irrigation ditches if: (i) the burning does not pose a threat to forest, range, or watershed lands; (ii) due care is used in the control of the burning; and (iii) the individual notifies the fire department of the approximate time the burning

will occur.

- ~~3-5.~~ Open burning described in Section 7.05.060.1 between November 1 and May 31 of the following year if the ground is snow covered, except in years the closed burning season is extended by the State Forester.
- ~~4.~~ Properly operated industrial flares for combustion of flammable gases.
- ~~5.~~ Burning, on the premises, of combustible household wastes generated by occupants of dwellings of four family units or less in those areas only where no public or duly licensed disposal service is available. (1974)

~~7.04.050 — PERMISSIBLE BURNING — WITH PERMIT — EXEMPTIONS.~~

~~When not prohibited by other laws or other officials having jurisdiction and when a nuisance is not created, the types of open burning listed as A, B, C, D, E, and F below are permissible: (1) under the terms of individual permits issued by authorized local authority under a "clearing index" system approved and coordinated by the Utah State Division of Health, or (2) when specifically exempted by the Air Conservation Committee, following written application and appropriate hearing. Application under (2) may be made by a political subdivision of the State as well as by any individual citizen.~~

- ~~1.~~ Agricultural burning including on premise orchard prunings, field stubble and weeds, and open burning to clear irrigation ditches. This does not apply to household waste which is covered under Section 7-7-4(E).
- ~~2.~~ Open burning of tree cuttings and slash in forest areas where the cuttings accrue from pulping, lumbering and similar operations, but excluding waste from sawmill operations such as sawdust and scrap lumber.

3. ~~Open burning of ties, trees and brush within railroad and public road rights-of-way provided that dirt is removed from stumps before burning, and that tires, heavy fuel oil or other materials which can cause severe air pollution are not used to start fires or keep fires burning.~~
4. ~~Open burning of solid or liquid fuels or structures for removal of hazards or eyesores or for fireman training purposes when conducted under the direct control and supervision of organized fire departments.~~
- 5.6. ~~Open burning, in remote areas, or highly explosive or other dangerous materials, for which there is no other known practical method of disposal.~~  
~~Open burning for special purposes, or under unusual circumstances when approved by the Division following formal request thereof. (1971)~~

**7.04.060 OPEN BURNING OF BRUSH, LEAVES, AND GRASS CLIPPINGS**

1. Open burning of brush, leaves, and grass clippings is allowed only at properties in an agricultural zone, properties containing twenty (20) or more trees, and properties at least two (2) acres in size. Such burning shall be in accordance with all of the following provisions.
2. Except for burning identified in Section 7.05.050, a burning permit must be obtained prior to open burning under this section.
3. All allowed open burning shall be conducted in a safe, nuisance-free manner, when wind and weather conditions minimize adverse effects and do not create a health hazard or a visibility hazard. Open burning shall be conducted in conformance with all local and state fire protection regulations.

4. Open burning shall be constantly attended and supervised by a competent person of at least eighteen (18) years of age until the fire is extinguished and is cold. The person shall have readily available for use such fire extinguishing equipment as may be necessary for the total control of the fire.
5. No materials may be burned upon any street, curb, gutter or sidewalk or on the ice of a lake, pond, stream or water body.
6. Except for barbecue, gas, and charcoal grills, no burning shall be undertaken within 25 feet from any combustible material, combustible wall or partition.
7. No open burning may be conducted on days when the Department of Environmental Quality has declared an “air quality action day” applicable to Syracuse.

7.04.070 **BURNING PERMITS.** ~~The Health Office or other official designated by the governing body of Syracuse, shall establish a procedure for issuance of burning permits under the terms of this Chapter. Said officials shall also devise a method of visual determination of any violations of the Code of Open Burning Regulations and shall institute appropriate enforcement procedures as necessary. (1974)~~

1. Except where explicitly authorized by this chapter or state code, no person shall start or maintain any outdoor burning or open burning without a burning permit issued by the Davis County Fire Warden, Fire Chief, or other authorized

designee.

2. Open burning shall be allowable by permit during dates designated by the Davis County Fire Warden. All state air clearing index action provisions must be abided by
3. When weather conditions or extenuating circumstances warrant, the Fire Chief may temporarily suspend issuing burning permits and may temporarily suspend previously issued burning permits for open burning.
4. A burning permit issued under this section shall require compliance with all applicable provisions of this title and any additional special restrictions deemed necessary to protect public health and safety.
- 6-5. Any violation of the conditions of a burning permit shall be deemed a violation of this chapter. Any violation of this chapter or the burning permit shall void the permit.

#### 7.04.080      **EXTINGUISHING OUTDOOR FIRES**

The fire chief, police chief, or their authorized representatives, shall have the authority to require that any outdoor fire be immediately extinguished when, in their judgment, such fire creates a hazard or constitutes a violation of this section. If such a request for a fire to be extinguished is not fulfilled, the fire chief, police chief, or their authorized representatives, may take action to have such fire extinguished.

#### 7.04.090      **LIABILITY**

A person utilizing or maintaining an outdoor fire shall be

responsible for all fire suppression costs and any other liability resulting from damage caused by the fire.

**7.04.100** **PENALTY:**

Any person who shall violate any of the provisions of this Chapter shall be guilty of a Class ~~C~~<sup>B</sup> misdemeanor. In addition thereto, such person may be enjoined from continuing such violations, and each day upon which such a violation occurs shall constitute a separate violation. (1986)

**Comment [WC2]:** UCA section 65A-8-211(o)(b)

~~7.04.100~~**7.04.110** **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.

CHAPTER 85

**FIREWORKS**

~~7.8.1: Fireworks Prohibited~~ 7.05.010 Purpose  
7.05.020 Hazardous Environmental Conditions  
7.05.030 Authority of Local Fire Official to Issue Orders  
7.05.040 Geographic Areas Affected  
7.05.050 Public Notice  
7.05.060 Penalty  
7.05.070 Enforcement  
7.05.080 Severability

~~7.05.010~~ **FIREWORKS PROHIBITED:** ~~It shall be unlawful for any person within the corporate limits of Syracuse City to discharge, explode or set off any rocket, firecracker, Roman Candle, cannon, bomb, or any other fireworks which are combustible or explosive in nature without first obtaining permission of the City Council so to do. The permission herein provided for shall be in writing and shall specify the time when and the place where such fireworks or combustible or explosive matter may be exploded, set off, or discharged. These provisions shall not limit the use of cap guns or sparklers.~~

~~It shall be unlawful for any person to sell or to offer for sale or have in his possession or custody, any of the fireworks herein prohibited without first obtaining from the City Council permission in writing so to do.~~

~~(1974)~~

7.05.010 PURPOSE

This Chapter authorizes the fire chief to prohibit the use of fireworks when hazardous environmental conditions necessitate controlling the use thereof.

7.05.020 HAZARDOUS ENVIRONMENTAL CONDITIONS

For the purposes of this chapter, “hazardous environmental conditions” means extreme dryness or lack of moisture, windy conditions, the presence of dry weeds and other vegetation and any combination thereof.

**7.05.030**      **AUTHORITY OF LOCAL FIRE OFFICIAL TO ISSUE ORDERS**

The Fire Chief is hereby authorized to issue orders prohibiting use of any fireworks in any area of the municipality for a specific year where the Fire Chief determines that hazardous environmental conditions necessitate controlling or prohibiting the use thereof.

**7.05.040**      **GEGRAPHIC AREAS AFFECTED**

The local fire official shall determine what areas are subject to prohibition and the extent of the prohibition and shall identify the same in a written order. The order shall also include a map outlining affected areas.

**7.05.050**      **PUBLIC NOTICE**

The city shall immediately post copies of the written order of the Fire Chief in at least three public places within the city; post a copy of the order on the official city website; inform all local news media outlets of the order, and provide a copy of the order thereto.

**7.05.060**      **PENALTY**

Any person who violates an order of the fire chief issued pursuant to this chapter is guilty of an offense as indicated in section 7.01.070.

**7.05.070**                    **ENFORCEMENT**

Every officer charged with enforcement of State and municipal laws within the jurisdiction of this municipality, including the Fire Chief is hereby charged with the responsibility to enforce this title.

**7.07.010**                    **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.

CHAPTER 96

**COST RECOVERY FOR  
HAZARDOUS MATERIAL RELATED  
EMERGENCY**

|                           |                           |
|---------------------------|---------------------------|
| <del>7-9-1</del> 7.06.010 | <del>-</del> Purpose      |
| <del>7-9-2</del> 7.06.020 | Definitions               |
| <del>7-9-3</del> 7.06.030 | Recovery Authorization    |
| <del>7-9-4</del> 7.06.040 | No Admission of Liability |
| <del>7-9-5</del> 7.06.050 | Action to Recover         |
| 7.06.060                  | Severability              |

**7.06.010 PURPOSE.**

This chapter shall provide procedures for recovering costs incurred by the Syracuse ~~City~~ for City assistance in hazardous material incidents. (Ord. 03-06)

**7.06.020 DEFINITIONS.**

HAZARDOUS MATERIALS EMERGENCY: a sudden and unexpected release, of any substance that, because of its quantity, concentration or physical, chemical or infectious characteristics, presents a direct and immediate threat to public safety or the environment, and requires immediate action to mitigate the threat.

EXPENSES: the actual labor costs of government and volunteer personnel, including workers compensation benefits, fringe benefits, administrative overhead, costs of equipment, cost of equipment operation, cost of materials, cost of disposal, and the cost of any contract labor and materials. (Ord. 03-06)

7.06.030

**RECOVERY AUTHORIZATION:**

Syracuse ~~City~~ shall be entitled to recover expenses it may incur in the cleanup of any hazardous material emergency from the person or entity that owned and/or had control over and/or caused the release of the hazardous material involved in the hazardous materials emergency. Recovery of expenses shall be pursuant to the following procedure:

1. The City shall determine responsibility for the emergency and notify the responsible party by mail of the City's determination of responsibility and the expenses to be recovered.
2. The notice shall specify that the party determined responsible may appeal the City's decision before a hearing officer designated by the mayor and establish a date by which the notice of appeal shall be filed. The appeal date shall be no less than fifteen days from the date of the notice.
3. In the event the party determined responsible appeals the determination, the hearing officer shall hold a public hearing to consider any issues raised by the appeal, at which hearing the appealing party and the City shall be entitled to present evidence in support of their respective positions.
4. The hearing officer shall, after the hearing, make a recommendation to the City Council, who shall issue a decision assessing responsibility and costs. (Ord. 03-06)

7.06.040

**NO ADMISSION OF LIABILITY:**

The payment of expenses determined owing under this chapter does not constitute an admission of liability or negligence in any

legal action for damages. (Ord. 03-06)

**7.06.050 ACTION TO RECOVER**

In the event parties determined to be responsible for the repayment of hazardous material emergency costs fail to make payment to the City within thirty (30) days after a determination of any liability, the City may initiate legal action to recover from the parties determined responsible the costs determined to be owing, including the City's reasonable attorney's fees. (Ord. 03-06)

**7.06.050~~7.06.060~~ 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.

CHAPTER ~~107~~

**COST RECOVERY FOR  
FIRE RELATED EMERGENCIES**

~~7-10-1~~ 7.07.010 Purpose  
~~7-10-2~~ 7.07.020 Definitions  
~~7-10-3~~ 7.07.030 Recovery Authorization and Procedure  
~~7-10-4~~ 7.07.040 No Admission of Liability  
~~7-10-5~~ 7.07.050 Action to Recover Costs  
7.07.060 Severability

~~7.07.010~~ 7.07.020 **PURPOSE:**

This ~~ordinance~~ chapter shall provide procedures for recovering costs incurred by Syracuse ~~City~~ for City assistance in fire emergency. (Ord. 03-07)

~~7.07.020~~ 7.07.030 **DEFINITIONS:**

As used in this chapter:

1. FIRE EMERGENCY: means a fire proximately caused by a person or business whose conduct was at a minimum grossly negligent and resulted in a fire to which the City and/or assisting agencies responded.
2. EXPENSES: means the actual labor costs of government and volunteer personnel, including workers compensation benefits, fringe benefits, administrative overhead, costs of equipment, cost of equipment operation, cost of materials, cost of disposal, and the cost of any contract labor and materials.

3. GROSSLY NEGLIGENT: means a reckless disregard for the safety of property or others. (Ord. 03-07)

~~7.07.030~~7.07.040 **RECOVERY AUTHORIZATION AND PROCEDURE**

Syracuse ~~City~~ is empowered to recover from any person, corporation, partnership or other individual or entity whose grossly negligent actions cause a fire emergency, expense incurred by Syracuse associated with a response to a fire emergency. Recovery of expenses shall be pursuant to the following procedures:

1. The City shall determine responsibility for the emergency and notify the responsible party by mail of the City's determination of responsibility and the costs to be recovered.
2. The notice shall specify that the party determined responsible may appeal the City's decision before a hearing officer designated by the mayor and establish a date by which the notice of appeal should be filed. The appeal date shall be no less than fifteen days from the date of the notice.
3. In the event the party determined responsible appeals the determination, the hearing officer shall hold a public hearing to consider any issues raised by the appeal, at which hearing the appealing party and the City shall be entitled to present evidence in support of their respective positions.
4. The hearing officer shall after the hearing make a recommendation to the City Council, who shall issue a decision assessing responsibility and costs. (Ord. 03-07)

~~7.07.040~~7.07.050 **NO ADMISSION OF LIABILITY:**

The payment of expenses determined owing under this chapter does not constitute an admission of liability or negligence in any legal action for damages. (Ord. 03-07)

7.07.060 **ACTION TO RECOVER COSTS:**

In the event a party determined to be responsible for the repayment of fire emergency expenses fails to make payment to the City within thirty (30) days after a determination of any appeal by the mayor to the City Manager, or thirty (30) days from the deadline for appeal In the event no appeal is filed, the City may initiate legal action to recover the costs determined to be owing, including the City's reasonable attorney's fees. (Ord. 03-07)

~~7.07.050~~7.07.070 **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.



# COUNCIL AGENDA

October 9th, 2012

Agenda Item #6                      Public Hearing - Discussion regarding proposed budget opening.

## *Factual Summation*

- Any questions about this agenda item may be directed at Finance Director Stephen Marshall.
- We discussed the budget opening and potential funding options for the general fund at our last council meeting. For this meeting, I have updated the PowerPoint presentation to reflect the changes that were recommended. The changes that were made are highlighted in red.
- I have also included in the packet a budget spreadsheet that itemizes out the proposed changes by fund. There are a few additional items that are on the spreadsheet that were not discussed at the last council meeting. They include the following:
  - **Street Light Fund:** Street light capital expense of \$515,000. This budget request is a carryover from FY2012 because the conversion project was not completed by the end of FY2012. These funds came from the capital lease that was approved in the prior fiscal year.
  - **Class C Roads Fund:** In addition to the \$320,955 transfer to the Class C roads fund from the general fund, we also have available in the Class C roads an additional \$166,520 from fund balance. This would increase our total capital project expense to \$1,320,955 for FY2013.
  - **Sewer Fund:** This budget request is a carryover from FY2012. We ordered the camera during FY2012, and just received it this week.

- I have included in your packet the capital projects listing that we discussed at the last council meeting. This recommendation would increase our capital project expenses across various funds from \$3,888,349 to \$6,702,214. We have the funds available in cash and would not require any additional debt to complete.

**Recommendation:**

Administration recommends that the council approve this budget opening as requested.



SYRACUSE  
EST. CITY 1935

# Fund Balance Presentation

October 9th, 2012



SYRACUSE  
EST. CITY 1935

# FACTS

- Per Utah Code section 10-6-116 sections 2 & 4, the general fund balance is required to be between 5 – 18% of the next fiscal year's budgeted revenues.
- General Fund balance at June 30, 2012 = \$1,454,387. The FY2013 budgeted revenues = \$8,428,141. Fund balance = 17.26%.



SYRACUSE  
EST. CITY 1935

# HISTORICAL FACTS

- **Fund balance over last 5 years:**
  - FY2008 = \$430,008 or approximately 7%
  - FY2009 = \$285,445 or approximately 5%
  - FY2010 = \$625,253 or approximately 10%
  - FY2011 = \$1,017,689 or 14.49%
  - FY2012 = \$1,454,387 or 17.26%



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# ADMINISTRATION PHILOSOPHY

- Maintain a healthy fund balance that acts as a rainy day fund for any unforeseen emergencies and/or expenses.
- Utilize and execute excess fund balance into operations where it is needed the most.
- Belief that fund balance should remain between 10 - 14% with a median of 12% as a general rule and practice.
- **Council recommendation to keep fund balance around 14%.**



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# General Fund Balance

## General Fund Balance Calculation

|                                 |                 |        |
|---------------------------------|-----------------|--------|
| FY2013 Budgeted Revenues        | \$ 8,428,141.00 |        |
| Fund Balance @ 6/30/2012        | \$ 1,454,387.00 | 17.26% |
| Target Fund Balance @ ~ 14%     | \$ 1,154,387.00 | 13.70% |
| Excess to be used in operations | \$ 300,000.00   |        |



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# ADMINISTRATION PHILOSOPHY

- Philosophy of budgeting conservatively on revenues and liberal on expenses has resulted in an increased fund balance over last 3 years.
- **Invest in employees/systems; spend money to make money.**
- Credit to Departments for spending conservatively and finding ways to cut costs (i.e. operating more efficiently).



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# FY2013 Budget

- Started with a balanced budget.
- No use of fund balance.
- Conservative estimates on revenues & liberal on expenses.
- Some revenue estimates = exceed expectations.
- Some items need to be added for carryover from prior fiscal year.



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# FY2013 Revenues

## FY2013 Estimated Increase in Revenues:

|                             |            |
|-----------------------------|------------|
| Sales Tax                   | 100,000.00 |
| Sale of Assets              | 50,000.00  |
| Rent Income - City Hall     | 27,805.00  |
| Increase in Fire Revenue    | 100,000.00 |
| FEMA Grant - Fire Trailer   | 70,650.00  |
| Justice Court - State Grant | 6,300.00   |
| Police 5k race & grant      | 5,000.00   |



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# Available Funds

## Available Funds

|                                         |                      |
|-----------------------------------------|----------------------|
| Excess Fund Balance @ 6/30/2012         | \$ 300,000.00        |
| Sales Tax                               | 100,000.00           |
| Sale of Assets                          | 50,000.00            |
| Rent Income - City Hall                 | 27,805.00            |
| Increase in Fire Revenue                | 100,000.00           |
| FEMA Grant - Fire Investigation Trailer | 70,650.00            |
| Justice Court - State Grant             | 6,300.00             |
| Police 5k race & grant                  | 5,000.00             |
| <b>Total Available</b>                  | <b>\$ 659,755.00</b> |



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# Required Funding

## Required Funding:

|                                             |                        |
|---------------------------------------------|------------------------|
| Fingerprint Scanner                         | \$ (6,300.00)          |
| Police Chief Retirement Payout              | \$ (33,000.00)         |
| Police Equipment                            | \$ (5,000.00)          |
| Out of State Fire Expenses (wages, OT, etc) | \$ (30,000.00)         |
| Fire Investigation Trailer                  | \$ (78,500.00)         |
| Recreation Bus - Grant Match                | \$ (11,000.00)         |
| <b>Total</b>                                | <b>\$ (163,800.00)</b> |
|                                             |                        |
| <b>Remaining Funding Available</b>          | <b>\$ 495,955.00</b>   |



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# Menu Options

## Optional Funding:

|                                    |                        |
|------------------------------------|------------------------|
| Employee Merit Increases           | \$ (150,000.00)        |
| Records Management Software        | \$ (20,000.00)         |
| Business Pamphlets                 | \$ (5,000.00)          |
| Transfer to Class C Roads Projects | \$ (320,955.00)        |
| <b>Total</b>                       | <b>\$ (495,955.00)</b> |



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# Employee Merit Increases

- Employees are #1 asset and resource to the city.
- Going on **5-6** years since most employees have received any kind of increase.
- In Feb. 2009, employee's 4% - 401k match taken away.
- Cost of living has increased approximately 8-10% over last 5-6 years.
- Overall, employees are making less than they did 5-6 years ago.
- **\*We Need To Invest In Our Employees\***



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# Macro Overview

- Employees Average salary of \$47,350; w/out DHs, \$42,959:
  - National Median HH income in 2010 = \$49,445
  - County Median HH income in 2010 = \$64,360
  - Syracuse City Median HH income in 2010 = \$80,994.
- Average Social Security retired benefit in 2011 was \$1177/month or \$14,124/yr; increase of 3.6% or \$42/mo = 504/yr; average property tax paid to Syracuse City = \$230/yr



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# Class C Roads Fund

- Recommendation that we transfer funds to the Class C Roads fund to aid in our road projects.
- Estimate that between \$1,000,000 and \$1,320,000 will be executed in Class C road projects in FY2013.
- Does not include Road Impact Fee money that we plan to spend in FY2013.



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# Capital Projects - FY2013

- Original budget of \$3,888,349 set for FY2013 (does not include park improvements).
- Recommendation to increase this to \$6,702,214
- New projects:
  - 1000 West Culinary line upgrade to Water Tank
  - 700 South from 2500 West to 3000 West
  - 2500 West from 700 South to 1700 South
  - 1025 West Street



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# Capital Projects Fund Options

- Recommendation to purchase replacement police vehicle for \$38,000. This will effectively pay down our debt because insurance proceeds will be deducted from capital lease outstanding.
- Purchase two new fire vehicles to replace the 1997 & 2002 vehicles currently used by fire chief and deputy fire chief.

**-\$38,000 & \$34,000 estimated cost.**

**CAPITAL IMPROVEMENT PROJECT BUDGET SUMMARY FOR FISCAL YEAR 2013**

| Proj. #                    | Project                                        | Bid | Class C Capital<br>204070 | Class C<br>Ramps<br>204044 | Culinary 501671 | Secondary<br>301671 | Storm Drain<br>401671 | Road Impact Fee | Culinary<br>Impact Fee | Secondary<br>Impact Fee | Storm Drain<br>Impact Fee | Project Total  |
|----------------------------|------------------------------------------------|-----|---------------------------|----------------------------|-----------------|---------------------|-----------------------|-----------------|------------------------|-------------------------|---------------------------|----------------|
| 2012-09                    | Bluff Road Transmission Line from Jensen       | Y   | -                         | -                          | -               | \$432,569.00        | -                     | -               | -                      | -                       | -                         | \$432,569.00   |
| 2012-04                    | 1350 & 1475 South Reconstruction               | Y   | \$103,000.00              | -                          | -               | -                   | -                     | -               | -                      | -                       | -                         | \$103,000.00   |
| 2012-01                    | 200 South Waterline Project                    | Y   | -                         | -                          | \$50,000.00     | \$40,000.00         | -                     | -               | -                      | -                       | -                         | \$90,000.00    |
| 2012-06                    | 1000 West Cul & Sec (2700 South To Bluff)      | N   | \$20,000.00               | -                          | \$608,000.00    | \$370,000.00        | -                     | -               | -                      | \$360,000.00            | -                         | \$1,358,000.00 |
| 2012-07                    | 2525 South Street & 800 West Street            | Y   | \$191,753.20              | -                          | -               | -                   | \$17,233.00           | -               | -                      | -                       | -                         | \$208,986.20   |
| 2012-08                    | 2012 Pavement Preservation + Crack Seal        | Y   | \$50,987.57               | -                          | -               | -                   | -                     | -               | -                      | -                       | -                         | \$50,987.57    |
| 2012-11                    | 2000 West Chip Seal                            | Y   | \$92,534.60               | -                          | -               | -                   | -                     | -               | -                      | -                       | -                         | \$92,534.60    |
| 2012-13                    | Crack Sealing                                  | Y   | \$26,737.89               | -                          | -               | -                   | -                     | -               | -                      | -                       | -                         | \$26,737.89    |
| 2012-14                    | 1500 West Storm Drain Project                  | Y   | -                         | \$3,220.75                 | -               | -                   | \$5,963.00            | -               | -                      | -                       | -                         | \$9,183.75     |
| 2012-15                    | 1000 West ADA Ramps/Cemetery Sidewalk          | N   | \$33,220.75               | \$16,779.25                | -               | -                   | -                     | -               | -                      | -                       | -                         | \$50,000.00    |
| 2013-01                    | 1000 West Culinary (1700 S to Tank)            | N   | \$30,000.00               | -                          | \$245,000.00    | \$45,000.00         | -                     | -               | \$300,000.00           | -                       | -                         | \$620,000.00   |
| 2013-01?                   | 1025 West Street                               | N   | \$131,468.75              | -                          | \$92,230.00     | \$56,062.50         | -                     | -               | -                      | -                       | -                         | \$279,761.25   |
| 2013-02                    | 700 South (3000 West to St Andrews)            | N   | -                         | -                          | \$110,625.00    | \$40,000.00         | -                     | \$651,575.00    | -                      | -                       | \$286,687.50              | \$1,088,887.50 |
| 2013-02?                   | 700 South (2500 West to 3000 West)             | N   | -                         | -                          | -               | -                   | -                     | \$252,925.00    | -                      | -                       | -                         | \$252,925.00   |
| 2013-02?                   | 2500 West (700 South to 1200 South) - With Tra | N   | \$310,050.00              | -                          | -               | -                   | -                     | -               | -                      | -                       | -                         | \$310,050.00   |
| 2013-02?                   | 2500 West (1200 South to 1700 South)           | N   | -                         | -                          | -               | \$425,753.91        | -                     | \$493,837.50    | -                      | -                       | \$39,000.00               | \$958,591.41   |
| 2013-03                    | Marilyn, David & Valerie                       | N   | \$200,000.00              | -                          | \$400,000.00    | -                   | \$120,000.00          | -               | -                      | -                       | -                         | \$720,000.00   |
| 2013-04                    | Crack Sealing (Throughout City)                | N   | \$50,000.00               | -                          | -               | -                   | -                     | -               | -                      | -                       | -                         | \$50,000.00    |
| Funding Source Total       |                                                |     | \$1,239,752.76            | \$20,000.00                | \$1,505,855.00  | \$1,409,385.41      | \$143,196.00          | \$1,398,337.50  | \$300,000.00           | \$360,000.00            | \$325,687.50              | \$6,702,214.17 |
| 2012-2013 Approved Budget  |                                                |     | \$833,480.00              | \$20,000.00                | \$902,600.00    | \$472,569.00        | \$200,000.00          | \$460,000.00    | \$339,700.00           | \$430,000.00            | \$230,000.00              | \$3,888,349.00 |
| Remaining Budget Available |                                                |     | -\$406,272.76             | \$0.00                     | -\$603,255.00   | -\$936,816.41       | \$56,804.00           | -\$938,337.50   | \$39,700.00            | \$70,000.00             | -\$95,687.50              |                |

|                                               |                        |                     |                        |                        |                      |                        |                      |                      |                      |
|-----------------------------------------------|------------------------|---------------------|------------------------|------------------------|----------------------|------------------------|----------------------|----------------------|----------------------|
| Available Cash / Fund Balance                 | \$1,327,041.00         | \$ 20,000.00        | \$ 2,425,087.00        | \$ 1,205,076.00        | \$ 378,736.00        | \$ 1,493,996.00        | \$ 297,141.00        | \$ 360,000.00        | \$ 764,697.00        |
| Non Cash Depreciation Expense                 | \$ -                   |                     | \$ 475,000.00          | \$ 430,000.00          | \$ 202,000.00        | \$ -                   | \$ -                 | \$ -                 | \$ -                 |
| Grant Funds Reimbursement                     | \$ -                   |                     | \$ 385,000.00          |                        |                      |                        |                      |                      |                      |
| <b>Total Estimated Cash Balance Available</b> | <b>\$ 1,327,041.00</b> | <b>\$ 20,000.00</b> | <b>\$ 3,285,087.00</b> | <b>\$ 1,635,076.00</b> | <b>\$ 580,736.00</b> | <b>\$ 1,493,996.00</b> | <b>\$ 297,141.00</b> | <b>\$ 360,000.00</b> | <b>\$ 764,697.00</b> |

|                                                     |                    |               |                       |                     |                     |                    |                    |               |                     |
|-----------------------------------------------------|--------------------|---------------|-----------------------|---------------------|---------------------|--------------------|--------------------|---------------|---------------------|
| Less Estimated Expenses for FY2013                  | \$1,239,752.76     | \$20,000.00   | \$1,505,855.00        | \$1,409,385.41      | \$143,196.00        | \$1,398,337.50     | \$300,000.00       | \$360,000.00  | \$325,687.50        |
| <b>Estimated Ending Cash Balance / Fund Balance</b> | <b>\$87,288.24</b> | <b>\$0.00</b> | <b>\$1,779,232.00</b> | <b>\$225,690.59</b> | <b>\$437,540.00</b> | <b>\$95,658.50</b> | <b>-\$2,859.00</b> | <b>\$0.00</b> | <b>\$439,009.50</b> |

**RESOLUTION R12-24**

**A RESOLUTION ADJUSTING THE SYRACUSE CITY BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2013.**

**WHEREAS**, the Uniform Budgetary Procedures set forth in State Statute 10-6-128 allow for amendments and increases to individual fund budgets; and

**WHEREAS**, on October 9, 2012, the City Council held a public hearing to allow interested persons in attendance an opportunity to be heard for or against the proposed budgetary changes; and

**WHEREAS**, the City Council has determined that approval of the budgetary amendments will promote the orderly operation of the City;

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

**SECTION 1: Amendments.** The following adjustments to the Syracuse City Budget are hereby made for the Fiscal Year 2013 operating budget.

- See attachment

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 9<sup>th</sup> DAY OF OCTOBER, 2012.**

**SYRACUSE CITY**

ATTEST:

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

By: \_\_\_\_\_  
Jamie Nagle, Mayor

# Syracuse City

## FY 2013 Budget Adjustments



|                                                                                                                              | <u>Original Budget</u> | <u>Amended Budget</u> | <u>Increase / (Decrease)</u> |
|------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------|------------------------------|
| <b>General Fund:</b>                                                                                                         |                        |                       |                              |
| <u>REVENUE ADJUSTMENTS:</u>                                                                                                  |                        |                       |                              |
| Sales Tax                                                                                                                    | 2,700,000.00           | 2,800,000.00          | 100,000.00                   |
| Sale of Capital Assets<br>(Vehicle surplus sales, potential land sale at Rock Creek Park )                                   | -                      | 50,000.00             | 50,000.00                    |
| Rent Income<br>(Rent from East side of City Hall - \$32,805 less \$5,000 for lower rent income - various)                    | 10,000.00              | 37,805.00             | 27,805.00                    |
| Fire Revenues<br>((\$67,000 for July only plus \$85,000 estimated for August & September)                                    | 51,500.00              | 151,500.00            | 100,000.00                   |
| Federal Grants<br>(Carryover of Fire Trailer Grant from FY12 - was not completed in prior fiscal year as planned)            | 103,700.00             | 174,350.00            | 70,650.00                    |
| State Grants & Allotments<br>(Justice Court State Grant - purchase finger print scanner)                                     | 16,000.00              | 22,300.00             | 6,300.00                     |
| Police Department Misc. Revenue<br>(Police 5k Race and matching grant)                                                       | -                      | 5,000.00              | 5,000.00                     |
|                                                                                                                              |                        |                       | <u><u>359,755.00</u></u>     |
| <u>EXPENDITURE ADJUSTMENTS:</u>                                                                                              |                        |                       |                              |
| All Departments                                                                                                              |                        |                       |                              |
| Wages & Benefits<br>(Merit Increases for employees - to be allocated among all departments)                                  | various                | various               | 150,000.00                   |
| Justice Court:                                                                                                               |                        |                       |                              |
| Capital Outlay<br>(Justice Court State Grant - purchase finger print scanner)                                                | -                      | 6,300.00              | 6,300.00                     |
| Administration:                                                                                                              |                        |                       |                              |
| Capital Outlay<br>(Records Management System Upgrade)                                                                        | -                      | 20,000.00             | 20,000.00                    |
| Community & Economic Development                                                                                             |                        |                       |                              |
| Office Supplies<br>(Business Pamphlets sent to all citizens homes)                                                           | 600.00                 | 5,600.00              | 5,000.00                     |
| Police Department:                                                                                                           |                        |                       |                              |
| Wages & Benefits<br>(Police Chief retirement payout (27,000) & new chief @ higher retirement rate (6,000))                   | 1,787,223.00           | 1,820,223.00          | 33,000.00                    |
| Equipment & Supplies<br>(Police 5k Race and matching grant)                                                                  | 13,280.00              | 18,280.00             | 5,000.00                     |
| Fire Department:                                                                                                             |                        |                       |                              |
| Wages, Benefits, & Overtime<br>(Increased costs for overtime and staffing for out of state fire deployment)                  | 1,268,452.00           | 1,293,452.00          | 25,000.00                    |
| Travel<br>(Increased costs for travel expense for out of state fire deployment)                                              | 14,774.00              | 19,774.00             | 5,000.00                     |
| Grant Funded Expenditures<br>(Carryover of Fire Trailer Grant from FY12 - was not completed in prior fiscal year as planned) | 102,000.00             | 180,500.00            | 78,500.00                    |

|                                                        |   |            |                   |
|--------------------------------------------------------|---|------------|-------------------|
| Parks & Recreation                                     |   |            |                   |
| Capital Equipment                                      | - | 11,000.00  | 11,000.00         |
| (New Bus Purchased on UDOT Grant - 10% matching funds) |   |            |                   |
| Transfer to other funds                                | - | 320,955.00 | 320,955.00        |
| (To Class C Roads fund for new road projects)          |   |            |                   |
|                                                        |   |            | <u>659,755.00</u> |

|                         |                |                 |                     |
|-------------------------|----------------|-----------------|---------------------|
|                         | <u>Revenue</u> | <u>Expenses</u> |                     |
| General Fund net change | 359,755.00     | 659,755.00      | (300,000.00)        |
| Beginning fund balance  |                |                 | -                   |
|                         |                |                 | <u>(300,000.00)</u> |

### Street Lights Fund

EXPENDITURE ADJUSTMENTS:

|                                                |                |                 |                     |
|------------------------------------------------|----------------|-----------------|---------------------|
| Capital Projects                               | -              | 515,000.00      | 515,000.00          |
| (Complete the Street Light Conversion Project) |                |                 |                     |
|                                                | <u>Revenue</u> | <u>Expenses</u> |                     |
| Street Lights Fund net change                  | -              | 515,000.00      | (515,000.00)        |
| Beginning fund shortage                        |                |                 | -                   |
|                                                |                |                 | <u>(515,000.00)</u> |

Overall fund deficit to come from fund balance

### Class C Roads Fund

Revenue adjustments:

|                                               |   |            |                   |
|-----------------------------------------------|---|------------|-------------------|
| Transfer from other funds                     | - | 320,955.00 | 320,955.00        |
| (To Class C Roads fund for new road projects) |   |            |                   |
|                                               |   |            | <u>320,955.00</u> |

EXPENDITURE ADJUSTMENTS:

|                                                                                                     |                |                 |                     |
|-----------------------------------------------------------------------------------------------------|----------------|-----------------|---------------------|
| Capital Projects                                                                                    | 833,480.00     | 1,320,955.00    | 487,475.00          |
| (To Class C Roads fund for new road projects - \$166,520 from fund balance & 320,955 from transfer) |                |                 |                     |
|                                                                                                     | <u>Revenue</u> | <u>Expenses</u> |                     |
| Class C net change                                                                                  | 320,955.00     | 487,475.00      | (166,520.00)        |
| Beginning fund shortage                                                                             |                |                 | (322,430.00)        |
|                                                                                                     |                |                 | <u>(488,950.00)</u> |

Overall fund deficit to come from fund balance

### Transportation Impact Fee Fund

EXPENDITURE ADJUSTMENTS:

|                         |                |                 |                       |
|-------------------------|----------------|-----------------|-----------------------|
| Capital Projects        | 460,000.00     | 1,400,000.00    | 940,000.00            |
|                         | <u>Revenue</u> | <u>Expenses</u> |                       |
| TIF net change          | -              | 940,000.00      | (940,000.00)          |
| Beginning fund shortage |                |                 | (327,350.00)          |
|                         |                |                 | <u>(1,267,350.00)</u> |

Overall fund deficit to come from fund balance

## Secondary Water Fund:

### Expenditure adjustments:

|                       |              |                |              |
|-----------------------|--------------|----------------|--------------|
| Capital Outlay        | 472,569.00   | 1,410,000.00   | 937,431.00   |
| Move to Balance Sheet | (472,569.00) | (1,410,000.00) | (937,431.00) |
|                       |              |                | <u>-</u>     |

|                                 | <u>Revenue</u> | <u>Expenses</u> |                     |
|---------------------------------|----------------|-----------------|---------------------|
| Secondary Water Fund net change | -              | -               | -                   |
| Beginning fund shortage         |                |                 | (227,834.00)        |
|                                 |                |                 | <u>(227,834.00)</u> |

Overall fund deficit to come from fund balance

## Culinary Water Fund:

### Revenue adjustments:

|                                                                            |            |            |                   |
|----------------------------------------------------------------------------|------------|------------|-------------------|
| Federal Grants                                                             | 142,318.00 | 312,168.00 | 169,850.00        |
| State Grant & Allotments<br>(200 South Waterline relocation reimbursement) | -          | 75,000.00  | 75,000.00         |
|                                                                            |            |            | <u>244,850.00</u> |

### Expenditure adjustments:

|                       |              |                |              |
|-----------------------|--------------|----------------|--------------|
| Capital Outlay        | 912,600.00   | 1,510,000.00   | 597,400.00   |
| Move to Balance Sheet | (912,600.00) | (1,510,000.00) | (597,400.00) |
|                       |              |                | <u>-</u>     |

|                                | <u>Revenue</u> | <u>Expenses</u> |                   |
|--------------------------------|----------------|-----------------|-------------------|
| Culinary Water Fund net change | 244,850.00     | -               | 244,850.00        |
| Beginning fund surplus         |                |                 | 55,976.00         |
|                                |                |                 | <u>300,826.00</u> |

Overall fund overage contributed to fund balance

## Culinary Water Impact Fee Fund

### Revenue adjustments:

|                |            |   |                     |
|----------------|------------|---|---------------------|
| Federal Grants | 169,850.00 | - | (169,850.00)        |
|                |            |   | <u>(169,850.00)</u> |

### EXPENDITURE ADJUSTMENTS:

|                      |            |            |                    |
|----------------------|------------|------------|--------------------|
| Capital Projects     | 339,700.00 | 300,000.00 | (39,700.00)        |
| Depreciation Expense | -          | 8,400.00   | 8,400.00           |
|                      |            |            | <u>(31,300.00)</u> |

|                         | <u>Revenue</u> | <u>Expenses</u> |                   |
|-------------------------|----------------|-----------------|-------------------|
| CSIF net change         | -              | (31,300.00)     | 31,300.00         |
| Beginning fund shortage |                |                 | (33,450.00)       |
|                         |                |                 | <u>(2,150.00)</u> |

Overall fund deficit to come from fund balance

## Sewer Fund:

### Expenditure adjustments:

|                               |   |              |              |
|-------------------------------|---|--------------|--------------|
| Capital Outlay (Sewer Camera) | - | 100,000.00   | 100,000.00   |
| Move to Balance Sheet         | - | (100,000.00) | (100,000.00) |
|                               |   |              | <u>-</u>     |

|                         | <u>Revenue</u> | <u>Expenses</u> |                    |
|-------------------------|----------------|-----------------|--------------------|
| Sewer Fund net change   | -              | -               | -                  |
| Beginning fund shortage |                |                 | (67,041.00)        |
|                         |                |                 | <u>(67,041.00)</u> |

Overall fund deficit to come from fund balance





**Mayor**  
Jamie Nagle

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

## MEMORANDUM

**To:** Mayor and City Council

**Subject:** Market Analysis for Cost of Living Adjustments (COLA) and Merit Raises

**Date:** October 4, 2012

**Factual Summation:**

As per your request, we have conducted a market analysis of any Cost of Living Adjustments and Merit Raises given in the past three years.

Attached is a list of approximately 50 entities that responded to the survey and their respective information. Of those entities, 76% gave COLAs and/or merit raises, 17% were unsure, and 7% did not give a COLA or merit raise in FY2012-2013. The average increase for FY2012-2013 is 3.4%.

We've also included a copy of the Social Security Administration news release announcing their 3.6% COLA in 2012.

Any questions may be directed to Finance Director, Steve Marshall.

| No | ENTITY               | NAME                                                         | Current                 |        |       | Past or Prior           |        |       | Past or Prior           |        |       |
|----|----------------------|--------------------------------------------------------------|-------------------------|--------|-------|-------------------------|--------|-------|-------------------------|--------|-------|
|    |                      |                                                              | BUDGET YEAR FY2012-2013 |        |       | BUDGET YEAR FY2011-2012 |        |       | BUDGET YEAR FY2010-2011 |        |       |
|    |                      |                                                              | COLA                    | MERIT  | COMBO | COLA                    | MERIT  | COMBO | COLA                    | MERIT  | COMBO |
| 1  | Eagle Mountain       | Jason Walker                                                 | 3.0%                    | 0.0%   |       | n/a                     | n/a    | n/a   | n/a                     | n/a    | n/a   |
| 2  | American Fork        | Melanie Marsh                                                | 0.0%                    | 2.0%   |       | n/a                     | n/a    | n/a   | n/a                     | n/a    | n/a   |
| 3  | Taylorsville         | Robin Bronson                                                |                         |        | 4%    | n/a                     | n/a    | n/a   | n/a                     | n/a    | n/a   |
| 4  | Summit County        | Brian Bellamy                                                |                         | 3.0%   |       | n/a                     | n/a    | n/a   | n/a                     | n/a    | n/a   |
| 5  | Salt Lake City       | David Salazar                                                | unsure                  | unsure |       | n/a                     | n/a    | n/a   | n/a                     | n/a    | n/a   |
| 6  | North Ogden City     | Debbie Cardenas                                              | 0.0%                    | 0.0%   |       | 0.0%                    | 0.0%   |       | 2.5%                    | 0.0%   |       |
| 7  | Lehi City            | Dave Sanderson                                               | 0.0%                    | 2.5%   |       | 2.0%                    | 0.0%   |       | 0.0%                    | 0.0%   |       |
| 8  | Alpine City          | Annalisa Beck                                                |                         |        | 2%    |                         |        | 2%    |                         |        | 2%    |
| 9  | Ivins City           | Alan Rae                                                     | 0.0%                    | 0.0%   |       | 0.0%                    | 0.0%   |       | 0.0%                    | 0.0%   |       |
| 10 | Roosevelt City       | Justin Johnson                                               | 4.0%                    | Yearly |       | 1.0%                    | 0.0%   |       | 0.0%                    | 0.0%   |       |
| 11 | Riverton City        | Lisa Dudley                                                  | unsure                  | unsure |       |                         |        | 3%    | 0.0%                    | 0.0%   |       |
| 12 | Springville City     | Bruce Riddle                                                 | unsure                  | unsure |       | 0.0%                    | 2.0%   |       | 0.0%                    | 0.0%   |       |
| 13 | Santa Clara City     | Brock Jacobsen                                               | 3.0%                    | 3.0%   |       | 0.0%                    | 0.0%   |       | 0.0%                    | 0.0%   |       |
| 14 | Monticello City      | Kelly Pehrson                                                | 2.0%                    | 2.0%   |       | 2.0%                    | 2.0%   |       | 0.0%                    | 0.0%   |       |
| 15 | Saratoga Springs     | Spencer Kyle                                                 | 0.0%                    | unsure |       | 0.0%                    | 3.0%   |       | 0.0%                    | 1.0%   |       |
| 16 | Tremonton            | Linsey Nessen                                                | 3.0%                    | 2.0%   |       | 0.0%                    | 0.0%   |       | 0.0%                    | 0.0%   |       |
| 17 | Highland City        | Lynn Ruff                                                    | 0.0%                    | 0.0%   |       |                         |        | 2%    | 0.0%                    | 0.0%   |       |
| 18 | Lindon City          | Kristen Colson                                               | 3.0%                    | 2.7%   |       | 3.2%                    | 2.7%   |       | 0.0%                    | 0.0%   |       |
| 19 | West Point City      | Kyle Laws                                                    | 2.0%                    | 0.0%   |       | 0.0%                    | 0.0%   |       | 0.0%                    | 0.0%   |       |
| 20 | West Bountiful City  | Heidi Voordeckers                                            | 0.0%                    | 2.0%   |       | 0.0%                    | 0.0%   |       | 0.0%                    | 2.0%   |       |
| 21 | Blanding City        | Jeremy Redd                                                  | 3.0%                    | 0.0%   |       | 2.0%                    | 0.0%   |       | 0.0%                    | 0.0%   |       |
| 22 | Payson City          | Dora Edvalson                                                | 0.0%                    | 2.5%   |       | 0.0%                    | 2.5%   |       | 0.0%                    | 2.5%   |       |
| 23 | Farr West City       | Lindsay Stratford                                            | unsure                  | unsure |       | 2.0%                    | 0.0%   |       | 0.0%                    | 0.0%   |       |
| 24 | Washington City      | Ruth Holyoak                                                 | unsure                  | unsure |       | 0.0%                    | 0.0%   |       | 0.0%                    | 0.0%   |       |
| 25 | Hyrum City           | Todd Perkins                                                 | 4.0%                    | 1.0%   |       | 0.0%                    | 0.0%   |       | 4.0%                    | 0.0%   |       |
| 26 | North Salt Lake City | Brian Passey                                                 | n/a                     | 3.7%   |       | 1.5%                    | 3.7%   |       | 0.0%                    | 3.7%   |       |
| 27 | Spanish Fork City    | Kent Clark                                                   | unsure                  | unsure |       | 0.0%                    | 2.0%   |       | 0.0%                    | 0.0%   | 1%    |
| 28 | Fillmore City        | Teresa Alldredge                                             | 3.0%                    | 0.0%   |       | 3.0%                    | 0.0%   |       | 0.0%                    | 0.0%   |       |
| 29 | Ferron City          | Adele Justice                                                | 3.0%                    | 7.0%   |       | 0.0%                    | 0.0%   |       | 3.0%                    | 0.0%   |       |
| 30 | South Ogden City     | Steve Liebersbach                                            | unsure                  | unsure |       | 0.0%                    | 0.0%   |       | 2.0%                    | 0.0%   |       |
| 31 | Bountiful City       | Shannon Cottam                                               | 2.0%                    | 5.0%   |       | 1.5%                    | 5.0%   |       | 0.0%                    | 5.0%   |       |
| 32 | Woods Cross City     | Gary Uresk                                                   | 2.0%                    | 3.0%   |       | 0.0%                    | 0.0%   |       | 2.0%                    | 0.0%   |       |
| 33 | South Jordan City    | Sunil Naidu                                                  | 0.0%                    | 2.0%   |       | 2.0%                    | 0.0%   |       | n/a                     | n/a    |       |
| 34 | Herriman City        | Shauna DeKorver                                              | 2.6%                    | 1.4%   |       | 1.5%                    | 0.0%   |       |                         |        |       |
| 35 | Nephi City           | Randy McKnight                                               | 1.5%                    | 0.0%   |       |                         |        |       |                         |        |       |
| 36 | North Logan City     | Jeffrey Jorgensen                                            | 1.0%                    | 0.0%   |       | 0.0%                    | 2.0%   |       |                         |        |       |
| 37 | Brigham City         | Rick Bosworth                                                | 0.0%                    | 2.0%   |       | 0.0%                    | 1.6%   |       |                         |        |       |
| 38 | Parowan City         | Shayne Scott                                                 | 3.6%                    | 0.0%   |       |                         |        |       |                         |        |       |
| 39 | Layton               | Yearly prorated share of \$200,000 to \$300,000              | 0.0%                    | Yearly |       |                         | Yearly |       |                         | Yearly |       |
| 40 | Mount Pleasant       |                                                              | 0.0%                    | 3.0%   |       |                         |        |       |                         |        |       |
| 41 | Heber City           |                                                              | Yes                     | Yes    |       | Yes                     |        |       |                         |        |       |
| 42 | Smithfield           |                                                              | 2.0%                    | Yearly |       | 2.0%                    | Yearly |       |                         | Yearly |       |
| 43 | Clinton City         | Amber Fowles                                                 | 2.0%                    | 2.0%   |       |                         |        |       |                         |        |       |
| 44 | Beaver               | Incentive based off of performance, received a 2% to 4% COLA | Incentive               | Yearly |       | 3.0%                    | Yearly |       | 3.0%                    |        |       |
| 45 | South Weber City     |                                                              | 3.0%                    | 2.0%   |       | 3.0%                    | 5.0%   |       |                         |        |       |
| 46 | Ogden                |                                                              | 0.0%                    | 2.0%   | 1%    |                         | 2.0%   |       | 2.0%                    | 2.0%   |       |
|    |                      |                                                              | 1.6%                    | 1.8%   | 2.3%  | 1.0%                    | 1.1%   | 2.3%  | 0.7%                    | 0.6%   | 1.5%  |
|    |                      |                                                              | 3.4%                    |        |       | 2.1%                    |        |       | 1.3%                    |        |       |



# News Release

## SOCIAL SECURITY

### **Social Security Announces 3.6 Percent Benefit Increase for 2012**

#### **Cost-of-Living Adjustment is First Since 2009**

Monthly Social Security and Supplemental Security Income (SSI) benefits for more than 60 million Americans will increase 3.6 percent in 2012, the Social Security Administration announced today.

The 3.6 percent cost-of-living adjustment (COLA) will begin with benefits that nearly 55 million Social Security beneficiaries receive in January 2012. Increased payments to more than 8 million SSI beneficiaries will begin on December 30, 2011.

Some other changes that take effect in January of each year are based on the increase in average wages. Based on that increase, the maximum amount of earnings subject to the Social Security tax (taxable maximum) will increase to \$110,100 from \$106,800. Of the estimated 161 million workers who will pay Social Security taxes in 2012, about 10 million will pay higher taxes as a result of the increase in the taxable maximum.

Information about Medicare changes for 2012, when announced, will be available at [www.Medicare.gov](http://www.Medicare.gov). For some beneficiaries, their Social Security increase may be partially or completely offset by increases in Medicare premiums.

The Social Security Act provides for how the COLA is calculated. To read more, please visit [www.socialsecurity.gov/cola](http://www.socialsecurity.gov/cola).

###

**NOTE TO CORRESPONDENTS:** A [fact sheet](#) showing the effect of the various automatic adjustments is attached.



# Salary Benchmark Analysis

September 27, 2012

## *Factual Summation:*

The data from this benchmark analysis comes from a Compensation Database in which several entities have subscribed. Each entity enters its own salary information and in turn uses the database for comparative purposes. This database is not all inclusive; however, we feel that there is enough representation that we can conduct a benchmark analysis that will give us a clear picture of how Syracuse City salaries compare to other entities.

The information in this benchmark study is broken down by individual job title and only includes full-time positions that are currently filled. The study has two different benchmark populations in it. First, all salary information colored in white represent entities that are similar in population size to Syracuse City and are located along the Wasatch Front. Second, entities colored in green are located along the Wasatch Front but may not necessarily be comparable in population size to Syracuse City.

A couple of notable disclaimers about this information. First, I have populated the tables with our employees years of service for each job title. However, it is hard to know how long each of the other entities employees have been employed in that same position. Second, we have benchmarked each position based on exact or similar job title. However, it is hard to know if other entity jobs have the same duties as compared to our city.

Any questions about this information can be directed at Finance Director Stephen Marshall.

## Benchmark Cities of Similar Population Size and Wastach Front

| Entity                           | Contact                 | Phone               | Population   | FTEs      | Budget                 |
|----------------------------------|-------------------------|---------------------|--------------|-----------|------------------------|
| FARMINGTON, UT                   | KEITH JOHNSON           | 451-2383            | 17000        | 51        | \$0.00                 |
| NORTH OGDEN, UT                  | Annette Spendlove       | (801) 737-9830      | 18000        | 56        | \$7,839,692.00         |
| BRIGHAM CITY, UT                 | Rick Bosworth           | 435-734-6613        | 18279        | 132       | \$38,000,000.00        |
| PAYSON, UT                       | Dora Edvalson           | 801-465-5202        | 18500        | 108       | \$20,000,000.00        |
| HERRIMAN, UT                     | Cheeryl Jeppson         | 801-446-5323        | 22000        | 61        | \$7,000,000.00         |
| CLINTON, UT                      | Dennis W. Cluff         | (801) 614-0700      | 22879        | 56        | \$12,716,591.00        |
| EAGLE MOUNTAIN, UT               | DeAnna Whitney          | (801) 789-6604      | 23000        | 77        | \$25,000,000.00        |
| SOUTH SALT LAKE, UT              | Sonya Crouch            | 801-483-6062        | 23000        | 200       | \$18,932,000.00        |
| <b>SYRACUSE, UT</b>              | <b>Stephen Marshall</b> | <b>801-614-9621</b> | <b>24331</b> | <b>70</b> | <b>\$18,000,000.00</b> |
| AMERICAN FORK, UT                | Melanie Marsh           | 801-763-3000        | 25000        | 115       | \$36,000,000.00        |
| HOLLADAY, UT                     | Stephanie Carlson       | 801-272-9450        | 25673        | 15        | \$6,431,285.00         |
| KAYSVILLE, UT                    | Dean Storey             | 801- 546-1235       | 26000        | 80        | \$12,000,000.00        |
| SPRINGVILLE, UT                  | Troy Fitzgerald         | 801- 491-7850       | 26000        | 211       | \$12,000,000.00        |
| MIDVALE, UT                      | Rori Andreason          | 801 567-7207        | 27292        | 170       | \$20,000,000.00        |
| TOOELE, UT                       | Kami Perkins            | 435-843-2105        | 28000        | 126       | \$0.00                 |
| CLEARFIELD, UT                   | Summer Palmer           | 801-525-2741        | 29002        | 181       | \$31,425,252.00        |
| SPANISH FORK, UT                 | Seth Perrins            | 801-798-5000 X27    | 31500        | 153       | \$52,300,000.00        |
| NORTH DAVIS FIRE DISTRICT,<br>UT | ROGER BODILY            | 801-525-2850        | 32000        | 21        | \$2,747,900.00         |
| ROY, UT                          | Jill Dean               | (801)774-1043       | 35000        | 144       | \$15,888,387.00        |
| WEBER FIRE DISTRICT, UT          | David L. Austin         | 801-782-3580        | 42425        | 60        | \$5,286,718.00         |

Website: <http://www.comp-survey.com/>

## Benchmark Cities Along Wastach Front

| Entity                 | Contact                 | Phone                  | Population    | FTEs      | Budget                 |
|------------------------|-------------------------|------------------------|---------------|-----------|------------------------|
| ALPINE CITY, UT        | Ted Stillman            | 801-756-6347           | 0             | 0         | \$0.00                 |
| FRUIT HEIGHTS, UT      | Brandon Green           | 801-546-0861           | 0             | 0         | \$0.00                 |
| HOOPER CITY, UT        | Glenn Barrow            | 801 732-1064           | 0             | 0         | \$0.00                 |
| HARRISVILLE, UT        | Richard Hendrix         | 801-782-9648           | 5,020         | 16        | \$2,500,000.00         |
| SUNSET, UT             | Linda J. Youngdell      | 801-614-9102           | 5,060         | 18        | \$3,976,825.00         |
| WEST BOUNTIFUL, UT     | Craig Howe              | 801 292-4486           | 5,200         | 22        | \$3,000,000.00         |
| FARR WEST, UT          | Lindsay Stratford       | 801-731-4187           | 6,000         | 6         | \$1,887,000.00         |
| SOUTH WEBER CITY, UT   | Rodger Worthen          | 801-479-3177           | 6,500         | 15        | \$1,700,000.00         |
| WOODS CROSS, UT        | Gary Uresk              | 801-292-4421           | 7,600         | 24        | \$3,000,000.00         |
| RIVERDALE, UT          | Stacey Comeau           | 801-394-5541           | 8,900         | 83        | \$7,988,850.00         |
| NORTH SALT LAKE, UT    | Brian K. Passey         | 801-936-3877 x105      | 9,192         | 41        | \$9,018,000.00         |
| WASHINGTON TERRACE, UT | Laura Gamon             | 801-395-8285           | 9,599         | 30        | \$9,754,081.00         |
| WEST POINT CITY, UT    | Laura Gamon             | 801-614-5351           | 10,000        | 15        | \$7,000,000.00         |
| WEST HAVEN, UT         | Shanda Reney            | 801-731-4519           | 10,500        | 25        | \$0.00                 |
| SOUTH OGDEN, UT        | Kristen Hansen          | 801-622-2727           | 14,400        | 68        | \$7,798,217.00         |
| CENTERVILLE, UT        | Blaine Lutz             | 801-295-3477           | 15,000        | 60        | \$0.00                 |
| HIGHLAND, UT           | Lynn Ruff               | 801-756-5751           | 15,000        | 29        | \$6,612,910.00         |
| FARMINGTON, UT         | KEITH JOHNSON           | 451-2383               | 17,000        | 51        | \$0.00                 |
| NORTH OGDEN, UT        | Annette Spendlove       | (801) 737-9830         | 18,000        | 56        | \$7,839,692.00         |
| BRIGHAM CITY, UT       | Rick Bosworth           | 435-734-6613           | 18,279        | 132       | \$38,000,000.00        |
| PAYSON, UT             | Dora Edvalson           | 801-465-5202           | 18,500        | 108       | \$20,000,000.00        |
| SARATOGA SPRINGS, UT   | Markette Schwartz       | 801-766-9793, Ext. 121 | 20,000        | 53        | \$6,589,501.00         |
| HERRIMAN, UT           | Cheeryl Jeppson         | 801-446-5323           | 22,000        | 61        | \$7,000,000.00         |
| CLINTON, UT            | Dennis W. Cluff         | (801) 614-0700         | 22,879        | 56        | \$12,716,591.00        |
| EAGLE MOUNTAIN, UT     | Jason Walker            | (801) 789-6604         | 23,000        | 80        | \$50,000,000.00        |
| SOUTH SALT LAKE, UT    | Sonya Crouch            | 801-483-6062           | 23,000        | 200       | \$18,932,000.00        |
| <b>SYRACUSE, UT</b>    | <b>Stephen Marshall</b> | <b>801-614-9621</b>    | <b>24,331</b> | <b>70</b> | <b>\$18,000,000.00</b> |
| AMERICAN FORK, UT      | Melanie Marsh           | 801-763-3000           | 25,000        | 115       | \$36,000,000.00        |
| HOLLADAY, UT           | Stephanie Carlson       | 801-272-9450           | 25,673        | 15        | \$6,431,285.00         |
| KAYSVILLE, UT          | Dean Storey             | 801- 546-1235          | 26,000        | 80        | \$12,000,000.00        |

|                                   |                     |                        |         |       |                  |
|-----------------------------------|---------------------|------------------------|---------|-------|------------------|
| SPRINGVILLE, UT                   | Troy Fitzgerald     | 801-491-7850           | 26,000  | 211   | \$12,000,000.00  |
| MIDVALE, UT                       | Rori Andreason      | 801-567-7207           | 27,292  | 170   | \$20,000,000.00  |
| NORTH VIEW FIRE AGENCY, UT        | LYNN FROERER        | 801-782-8159           | 28,000  | 16    | \$1,900,000.00   |
| TOOELE, UT                        | Kami Perkins        | 435-843-2105           | 28,000  | 126   | \$0.00           |
| CLEARFIELD, UT                    | Summer Palmer       | 801-525-2741           | 29,002  | 181   | \$31,425,252.00  |
| SPANISH FORK, UT                  | Seth Perrins        | 801-798-5000 X27       | 31,500  | 153   | \$52,300,000.00  |
| NORTH DAVIS FIRE DISTRICT, UT     | ROGER BODILY        | 801-525-2850           | 32,000  | 21    | \$2,747,900.00   |
| PLEASANT GROVE, UT                | Dean Lundell        | 801-785-5045           | 32,000  | 104   | \$0.00           |
| COTTONWOOD HEIGHTS, UT            | Linda Dunlavy       | 801-944-7021           | 34,000  | 75    | \$0.00           |
| ROY, UT                           | Jill Dean           | (801)774-1043          | 35,000  | 144   | \$15,888,387.00  |
| RIVERTON, UT                      | Lisa Dudley         | (801) 208-3135         | 38,753  | 94    | \$9,113,401.00   |
| DRAPER, UT                        | Garth Smith         | 801-576-6560           | 42,000  | 175   | \$22,887,000.00  |
| WEBER FIRE DISTRICT, UT           | David L. Austin     | 801-782-3580           | 42,425  | 60    | \$5,286,718.00   |
| BOUNTIFUL, UT                     | Shannon Cottam      | (801)298-6119          | 43,350  | 164   | \$47,299,380.00  |
| MURRAY, UT                        | Mike Terry          | 801-264-2655           | 46,746  | 378   | \$40,914,824.00  |
| SOUTH JORDAN, UT                  | Teresa Cook         | 801-254-3742 Ext 1356  | 55,274  | 309   | \$77,281,257.00  |
| LEHI, UT                          | Judith Johnson      | 801-768-7100 ext. 2265 | 60,407  | 212   | \$105,000,000.00 |
| TAYLORSVILLE, UT                  | Robin Bronson       | 801-963-5400           | 62,000  | 109   | \$33,270,155.00  |
| LAYTON, UT                        | Kiley Day           | 801-336-3825           | 68,000  | 285   | \$49,000,000.00  |
| SOUTH DAVIS METRO FIRE AGENCY, UT | Alan Low            | 801.677.2400           | 80,000  | 55    | \$3,500,000.00   |
| OGDEN, UT                         | Leslie Judkins      | 801-629-8732           | 82,700  | 576   | \$149,492,475.00 |
| SANDY, UT                         | Brian Kelley        | 801-568-7117           | 87,461  | 575   | \$96,763,652.00  |
| OREM, UT                          | Bruce Hammond       | 801-229-7164           | 88,000  | 420   | \$83,082,000.00  |
| WEST JORDAN, UT                   | Anna Yu             | 1-801-569-5030         | 102,000 | 428   | \$0.00           |
| PROVO, UT                         | Daniel Softley      | 801-852-6189           | 112,909 | 597   | \$36,412,659.00  |
| WEST VALLEY, UT                   | Aimee Tye Critchley | 801-963-3368           | 125,000 | 656   | \$106,972,863.00 |
| SALT LAKE CITY, UT                | DAVID SALAZAR       | 801-535-7906           | 187,382 | 2,593 | \$802,714,184.00 |

| JOB TITLE  | ADMINISTRATIVE SECRETARY |           |           |               |                            |               |
|------------|--------------------------|-----------|-----------|---------------|----------------------------|---------------|
| REPORTS TO | DEPARTMENT HEAD          |           |           |               |                            |               |
| PAY SCALE  | RANGE MIN                | RANGE MID | RANGE MAX | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes         |
|            | \$ 32,282                | \$ 39,551 | \$ 46,820 | \$ 37,736     | 0 - 13                     | 4 Individuals |

| BENCHMARK COMPARISON          | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                            |
|-------------------------------|------------------|------------------|------------------|------------------|--------------------------------------|
| TAYLORSVILLE                  | 45,117.00        | 56,396.50        | 67,676.00        | 61,984.00        | EXECUTIVE ASSISANT/Contracts Manager |
| RIVERDALE                     | 33,966.00        | 44,387.00        | 54,808.00        | 52,873.00        | EXECUTIVE ADMINISTRATIVE ASSISTANT   |
| AMERICAN FORK                 | 36,449.70        | 45,561.87        | 54,674.04        | 51,533.46        | ADMINISTRATIVE ASST                  |
| RIVERTON                      | 39,474.00        | 44,937.00        | 50,400.00        | 48,054.00        | Administrative Assistant             |
| SOUTH JORDAN                  | 40,976.00        | 49,577.00        | 58,178.00        | 47,112.00        | Support Staff Administrator          |
| HERRIMAN                      | 38,477.71        | 51,685.40        | 64,893.09        | 46,561.15        | Administrative Coordinator           |
| COTTONWOOD HEIGHTS            | 0.00             | 0.00             | 0.00             | 45,927.00        |                                      |
| OREM                          | 32,322.00        | 40,402.00        | 48,482.00        | 45,394.00        |                                      |
| SOUTH SALT LAKE               | 39,924.00        | 50,154.00        | 60,384.00        | 44,276.00        | Administrative Assistant             |
| WEST JORDAN                   | 34,632.00        | 39,416.00        | 44,200.00        | 44,200.00        | ADMIN ASSISTANT III                  |
| NORTH SALT LAKE               | 30,118.10        | 37,034.31        | 43,950.52        | 43,950.52        | PUBLIC WORKS OFFICE MGR              |
| ROY                           | 32,490.00        | 39,957.00        | 47,424.00        | 43,691.00        | OFFICE MANAGER/ADMIN ASSISTANT       |
| NORTH DAVIS FIRE DISTRICT     | 0.00             | 0.00             | 0.00             | 42,806.00        |                                      |
| BOUNTIFUL                     | 29,566.10        | 36,671.88        | 43,777.66        | 42,400.71        | EXECUTIVE SECRETARY II               |
| SOUTH DAVIS METRO FIRE AGENCY | 33,114.00        | 39,616.00        | 46,118.00        | 41,593.00        |                                      |
| SALT LAKE CITY                | 32,656.00        | 42,099.00        | 51,542.00        | 41,163.00        | ADMINISTRATIVE SECRETARY I           |
| FARMINGTON                    | 33,494.00        | 40,412.50        | 47,331.00        | 41,130.00        | ADMINISTRATIVE SECRETARY             |
| CLEARFIELD                    | 30,597.00        | 38,261.50        | 45,926.00        | 40,382.00        | ADMINISTRATIVE ASSISTANT             |
| LEHI                          | 32,971.00        | 39,572.00        | 46,173.00        | 39,932.00        | ADMINISTRATIVE ASSISTANT             |
| OGDEN                         | 32,230.00        | 37,917.50        | 43,605.00        | 39,546.00        | ADMINISTRATIVE ASSISTANT             |
| HOLLADAY                      | 0.00             | 0.00             | 0.00             | 39,140.00        |                                      |
| EAGLE MOUNTAIN                | 33,196.00        | 39,582.00        | 45,968.00        | 38,438.00        | EXECUTIVE ASSISTANT                  |
| WEST VALLEY                   | 30,531.00        | 37,698.50        | 44,866.00        | 38,854.00        | EXECUTIVE ADMINISTRATIVE ASSISTANT   |
| SALT LAKE CITY                | 28,204.00        | 35,890.00        | 43,576.00        | 38,771.00        | Senior Secretary                     |
| DRAPER                        | 34,029.00        | 41,635.50        | 49,242.00        | 38,610.00        | Executive Assistant                  |
| PLEASANT GROVE                | 33,159.78        | 40,592.56        | 48,025.35        | 38,455.95        | Administrative Assistant             |
| NORTH OGDEN                   | 32,123.00        | 41,772.50        | 51,422.00        | 37,870.00        | ADMINISTRATIVE EXECUTIVE SECRETARY   |
| <b>SYRACUSE</b>               | <b>32,282.00</b> | <b>39,551.00</b> | <b>46,820.00</b> | <b>37,736.00</b> | <b>ADMINISTRATIVE SECRETARY</b>      |
| WEBER FIRE DISTRICT           | 0.00             | 0.00             | 0.00             | 37,502.00        | ADMINISTRATIVE ASSISTANT             |
| SPRINGVILLE                   | 36,263.00        | 43,955.50        | 51,648.00        | 36,979.00        | EXECUTIVE ASSISTANT                  |
| PROVO                         | 29,040.00        | 34,535.50        | 40,031.00        | 36,454.00        | DIVISION OFFICE ASSISTANT            |

|                    |           |           |           |           |                                                   |
|--------------------|-----------|-----------|-----------|-----------|---------------------------------------------------|
| SOUTH OGDEN        | 29,952.00 | 36,212.50 | 42,473.00 | 36,171.00 | EXECUTIVE SECRETARY                               |
| MIDVALE            | 33,280.00 | 43,576.00 | 53,872.00 | 36,120.00 | Administrative Assistant                          |
| BRIGHAM CITY       | 32,170.00 | 37,846.50 | 43,523.00 | 35,762.00 | ADMINISTRATIVE SECRETARY                          |
| WEST VALLEY        | 30,531.00 | 37,698.50 | 44,866.00 | 35,635.00 | ADMINISTRATIVE ASSISTANT                          |
| NORTH OGDEN        | 34,596.00 | 44,362.50 | 54,129.00 | 34,596.00 | ADMINISTRATIVE/EXECUTIVE ASSISTANT/OFFICE MANAGER |
| HARRISVILLE        | 0.00      | 0.00      | 0.00      | 34,486.00 | POLICE ASSISTANT                                  |
| TAYLORSVILLE       | 26,322.00 | 32,244.50 | 38,167.00 | 33,344.00 | Community/Economic Development Secretary          |
| PAYSON             | 29,261.00 | 33,151.00 | 37,041.00 | 33,072.00 | DEPARTMENT SECRETARY                              |
| AMERICAN FORK      | 28,336.62 | 35,421.03 | 42,505.44 | 32,503.32 | PW & REC SECRETARY                                |
| SARATOGA SPRINGS   | 0.00      | 0.00      | 0.00      | 32,458.00 | ADMINISTRATIVE ASSISTANT                          |
| KAYSVILLE          | 25,084.00 | 31,759.23 | 38,434.45 | 31,362.00 | Secretary                                         |
| HARRISVILLE        | 0.00      | 0.00      | 0.00      | 30,867.00 | PLANNING SECRETARY                                |
| HERRIMAN           | 29,307.62 | 36,292.05 | 43,276.48 | 30,485.94 | Administrative Technician II                      |
| LEHI               | 28,238.00 | 33,179.50 | 38,121.00 | 30,186.00 | ADMINISTRATIVE SECRETARY                          |
| HOLLADAY           | 0.00      | 0.00      | 0.00      | 28,080.00 |                                                   |
| COTTONWOOD HEIGHTS | 0.00      | 0.00      | 0.00      | 26,126.00 | ADMINISTRATIVE ASSISTANT                          |
| SARATOGA SPRINGS   | 0.00      | 0.00      | 0.00      | 20,142.00 |                                                   |

**JOB TITLE****BILLING CLERK****REPORTS TO****UTILITY SUPERVISOR****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    |
|--------------|--------------|--------------|
| \$ 27,892.80 | \$ 34,175.00 | \$ 40,456.00 |

| ACTUAL SALARY |
|---------------|
| \$ 35,609.60  |

| YEARS OF SERVICE WITH CITY |
|----------------------------|
| 6                          |

Notes

**BENCHMARK COMPARISON**

|                    | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                                          |
|--------------------|------------------|------------------|------------------|------------------|----------------------------------------------------|
| RIVERDALE          | 27,706.00        | 35,797.00        | 43,888.00        | 43,888.00        | UTILITIES CLERK                                    |
| SUNSET             | 24,274.00        | 34,310.00        | 44,346.00        | 43,139.00        | Utility Billing / AP Clerk                         |
| FARMINGTON         | 33,494.00        | 40,412.50        | 47,331.00        | 42,010.00        | UTILITY BILLING CLERK III                          |
| PLEASANT GROVE     | 28,593.40        | 35,002.73        | 41,412.05        | 41,412.05        | BILLING CLERK                                      |
| WEST JORDAN        | 31,387.00        | 37,793.50        | 44,200.00        | 41,151.00        | UTILITY REPRESENTATIVE I                           |
| KAYSVILLE          | 27,601.00        | 34,935.07        | 42,269.14        | 41,038.00        | Billing Clerk                                      |
| SPANISH FORK       | 31,531.00        | 39,413.50        | 47,296.00        | 38,644.00        | BILLING TECHNICIAN                                 |
| MURRAY             | 30,035.00        | 37,544.00        | 45,053.00        | 37,544.00        | CSR/BILLING EDITOR - GRADE 11                      |
| SANDY              | 23,774.00        | 30,659.00        | 37,544.00        | 36,192.00        | UTILITY BILLING ACCOUNT SUPERVISOR                 |
| <b>SYRACUSE</b>    | <b>27,892.00</b> | <b>34,175.00</b> | <b>40,458.00</b> | <b>35,609.60</b> | <b>Utilities Billing Clerk</b>                     |
| PAYSON             | 29,873.00        | 33,757.00        | 37,641.00        | 35,381.00        | UTILITY BILLING CLERK                              |
| MIDVALE            | 27,222.00        | 35,581.00        | 43,940.00        | 35,192.00        | UTILITY BILLING CLERK/CASHIER                      |
| WEST BOUNTIFUL     | 30,554.00        | 37,977.50        | 45,401.00        | 35,097.00        | RECEPTIONIST/SECRETARY                             |
| OGDEN              | 27,114.00        | 31,898.50        | 36,683.00        | 34,984.00        | ACCOUNT CLERK                                      |
| PROVO              | 27,657.00        | 32,891.00        | 38,125.00        | 34,630.00        | CUSTOMER SERVICES REPRESENTATIVE III               |
| TOOELE             | 32,587.98        | 40,670.97        | 48,753.96        | 34,221.00        | ACCOUNTING TECHNICIAN                              |
| CLEARFIELD         | 25,251.00        | 31,564.00        | 37,877.00        | 34,133.00        | UTILITY BILLING CLERK II                           |
| RIVERTON           | 28,508.00        | 32,454.00        | 36,400.00        | 33,178.00        | UTILITY BILLING CLERK/ Business License Specialist |
| LAYTON             | 28,621.00        | 34,345.50        | 40,070.00        | 32,488.00        | UTILITY CLERK                                      |
| BRIGHAM CITY       | 29,144.00        | 34,287.00        | 39,430.00        | 32,302.00        | BILLING CLERK                                      |
| SOUTH JORDAN       | 27,976.00        | 33,852.00        | 39,728.00        | 28,926.00        | Utility Billing Clerk                              |
| ROY                | 27,955.00        | 34,392.50        | 40,830.00        | 27,955.00        | CUSTOMER SERVICE CLERK/BILLING ASSISTANT           |
| WEST VALLEY        | 27,142.00        | 33,513.50        | 39,885.00        | 27,142.00        | UTILITY BILLING CLERK                              |
| NORTH OGDEN        | 24,711.00        | 31,977.50        | 39,244.00        | 26,000.00        | BILLING CLERK                                      |
| WEST POINT CITY    | 19,968.00        | 21,990.00        | 24,012.00        | 22,048.00        | Utility Billing/Administration Assistant           |
| WASHINGTON TERRACE | 21,528.00        | 25,852.00        | 30,176.00        | 20,150.00        | UTILITY BILLING CLERK                              |

**JOB TITLE****BILLING SUPERVISOR****REPORTS TO****FINANCE DIRECTOR****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes |
|--------------|--------------|--------------|---------------|----------------------------|-------|
| \$ 39,270.00 | \$ 48,110.00 | \$ 56,950.00 | \$ 39,270.00  | 4                          |       |

**BENCHMARK  
COMPARISON**

|                 | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                                   |
|-----------------|------------------|------------------|------------------|------------------|---------------------------------------------|
| PROVO           | 47,302.00        | 56,254.50        | 65,207.00        | 63,617.00        | CUSTOMER SERVICES MANAGER                   |
| OGDEN           | 49,041.00        | 57,695.50        | 66,350.00        | 61,838.00        | UTILITY ACCOUNTING SUPERVISOR               |
| MURRAY          | 44,096.00        | 55,120.00        | 66,144.00        | 60,112.00        | CUSTOMER SERVICE SUPERVISOR - GRADE 19      |
| PLEASANT GROVE  | 40,402.43        | 49,457.79        | 58,513.15        | 49,431.65        | BILLING SUPERVISOR                          |
| SOUTH SALT LAKE | 36,276.00        | 45,576.00        | 54,876.00        | 44,616.00        | UTILITY SERVICE SPECIALIST                  |
| RIVERTON        | 35,087.00        | 39,943.50        | 44,800.00        | 42,120.00        | UTILITY BILLING SUPERVISOR                  |
| <b>SYRACUSE</b> | <b>39,270.00</b> | <b>48,110.00</b> | <b>56,950.00</b> | <b>39,270.00</b> | <b>UTILILTY BILLING SUPERVISOR</b>          |
| ROY             | 36,338.00        | 44,689.00        | 53,040.00        | 36,338.00        | UTILITY BILLING SUPERVISOR / CITY TREASURER |
| PAYSON          | 29,873.00        | 33,757.00        | 37,641.00        | 35,381.00        | Utility Billing Clerk                       |
| CLINTON         | 30,472.00        | 37,429.50        | 44,387.00        | 24,860.00        | ASST TREASURER                              |

**JOB TITLE****BUILDING OFFICIAL****REPORTS TO****COMMUNITY & ECONOMIC DEV. DIRECTOR****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes |
|--------------|--------------|--------------|---------------|----------------------------|-------|
| \$ 45,468.80 | \$ 55,702.40 | \$ 65,936.00 | \$ 48,027.00  | 1                          |       |

**BENCHMARK COMPARISON**

|                    | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                          |
|--------------------|------------------|------------------|------------------|------------------|------------------------------------|
| SALT LAKE CITY     | 71,947.00        | 95,284.50        | 118,622.00       | 105,206.00       | BUILDING OFFICIAL                  |
| SANDY              | 56,430.00        | 72,768.50        | 89,107.00        | 89,107.00        | CHIEF BUILDING OFFICIAL            |
| OREM               | 59,934.00        | 74,917.00        | 89,900.00        | 87,652.00        | BUILDING SAFETY DIVISION MANAGER   |
| WEST VALLEY        | 59,472.00        | 73,433.00        | 87,394.00        | 85,262.00        | CHIEF BUILDING OFFICIAL            |
| MURRAY             | 62,005.00        | 77,521.50        | 93,038.00        | 85,197.00        | CHIEF BUILDING OFFICIAL - GRADE 26 |
| TAYLORSVILLE       | 58,497.00        | 74,584.00        | 90,671.00        | 84,178.00        |                                    |
| DRAPER             | 60,258.00        | 73,815.76        | 87,373.52        | 83,990.00        | Chief Building Official            |
| SOUTH JORDAN       | 59,987.00        | 72,581.50        | 85,176.00        | 83,013.00        | CHIEF BUILDING OFFICIAL            |
| EAGLE MOUNTAIN     | 64,272.00        | 75,519.60        | 86,767.20        | 82,846.40        | BUILDING OFFICIAL                  |
| WEST JORDAN        | 64,210.00        | 73,081.00        | 81,952.00        | 81,952.00        | BUILDING OFFICIAL                  |
| MIDVALE            | 50,180.00        | 65,962.00        | 81,744.00        | 81,734.00        | BUILDING OFFICIAL                  |
| RIVERTON           | 53,540.00        | 68,466.00        | 83,392.00        | 80,361.00        | BUILDING OFFICIAL                  |
| HERRIMAN           | 51,867.71        | 60,747.86        | 69,628.00        | 79,654.02        | Building Official                  |
| NORTH SALT LAKE    | 51,200.66        | 63,146.20        | 75,091.73        | 75,091.73        | CHIEF BUILDING OFFICIAL            |
| BOUNTIFUL          | 50,583.72        | 62,675.51        | 74,767.30        | 74,767.30        | BUILDING INSPECTOR                 |
| SARATOGA SPRINGS   | 0.00             | 0.00             | 0.00             | 74,309.00        | BUILDINGOFFICIAL                   |
| KAYSVILLE          | 49,233.00        | 62,322.74        | 75,412.48        | 73,216.00        | Building Official                  |
| LAYTON             | 60,786.00        | 72,943.50        | 85,101.00        | 72,970.00        | CHIEF BUILDING INSPECTOR           |
| OGDEN              | 54,132.00        | 63,685.00        | 73,238.00        | 70,224.00        | LEAD INSPECTOR/BUILDING OFFICIAL   |
| AMERICAN FORK      | 52,120.98        | 65,150.97        | 78,180.96        | 68,358.36        | CHIEF BLDG OFFICIAL                |
| SPRINGVILLE        | 52,380.00        | 64,861.50        | 77,343.00        | 67,475.00        | CHIEF BUILDING INSPECTOR           |
| BRIGHAM CITY       | 58,974.00        | 73,717.50        | 88,461.00        | 66,955.00        | COUMMUNITY DEVELOPMENT MANAGER     |
| NORTH OGDEN        | 48,081.00        | 59,620.50        | 71,160.00        | 66,551.00        | CHIEF BUILDING OFFICIAL            |
| SOUTH SALT LAKE    | 48,696.00        | 61,176.00        | 73,656.00        | 65,448.00        | BUILDING OFFICIAL                  |
| CLINTON            | 49,462.00        | 60,767.00        | 72,072.00        | 65,282.00        | CHIEF BLDG INSPECTOR               |
| SOUTH OGDEN        | 51,937.00        | 62,836.50        | 73,736.00        | 64,168.00        | CHIEF BUILDING OFFICIAL            |
| FARMINGTON         | 51,625.00        | 62,575.50        | 73,526.00        | 63,083.00        | Building Official                  |
| PROVO              | 57,496.00        | 68,377.50        | 79,259.00        | 61,917.00        | CHIEF BUILDING OFFICIAL            |
| SPANISH FORK       | 48,116.00        | 60,145.00        | 72,174.00        | 61,325.00        | CHIEF BUILDING OFFICIAL            |
| CLEARFIELD         | 49,587.00        | 61,984.00        | 74,381.00        | 61,089.00        | BUILDING OFFICIAL                  |
| WASHINGTON TERRACE | 52,208.00        | 54,205.00        | 56,202.00        | 53,955.00        | CHIEF BUILDING OFFICIAL/PLANNING   |
| <b>SYRACUSE</b>    | <b>45,468.80</b> | <b>55,702.40</b> | <b>65,936.00</b> | <b>48,027.20</b> | <b>BUILDING OFFICIAL</b>           |

**JOB TITLE****BUILDING PERMIT TECHNICIAN****REPORTS TO****COMMUNITY & ECONOMIC DEV. DIRECTOR****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes |
|--------------|--------------|--------------|---------------|----------------------------|-------|
| \$ 29,286.00 | \$ 35,880.00 | \$ 42,474.00 | \$ 40,810.00  | 13                         |       |

**BENCHMARK COMPARISON**

|                  | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                            |
|------------------|------------------|------------------|------------------|------------------|--------------------------------------|
| WEST VALLEY      | 31,753.00        | 39,206.50        | 46,660.00        | 46,660.00        | PERMIT SUPERVISOR                    |
| TAYLORSVILLE     | 30,271.00        | 37,081.50        | 43,892.00        | 42,952.00        | Building Permit Technician           |
| <b>SYRACUSE</b>  | <b>29,286.00</b> | <b>35,880.00</b> | <b>42,474.00</b> | <b>40,810.00</b> | <b>BUILDING PERMIT TECHNICIAN</b>    |
| RIVERTON         | 32,456.00        | 36,948.00        | 41,440.00        | 38,799.00        | Building Permit Technician           |
| SARATOGA SPRINGS | 0.00             | 0.00             | 0.00             | 38,613.00        | PERMIT TECHNICIAN                    |
| DRAPER           | 30,930.00        | 37,888.96        | 44,847.92        | 38,126.00        | Building Inspection Coordinator      |
| SOUTH SALT LAKE  | 29,892.00        | 37,554.00        | 45,216.00        | 37,872.00        | BUILDING SECRETARY/PERMIT TECHNICIAN |
| HERRIMAN         | 26,528.68        | 35,607.10        | 44,685.52        | 37,682.55        | Permit Technician I & II             |
| OGDEN            | 29,198.00        | 34,351.00        | 39,504.00        | 35,847.00        | DEVELOPMENT SERVICES TECHNICIAN      |
| SANDY            | 27,456.00        | 35,401.50        | 43,347.00        | 34,944.00        | PERMIT TECHNICIAN                    |
| LAYTON           | 28,379.00        | 34,054.50        | 39,730.00        | 34,619.00        | SECRETARY II (BLDG PERMIT TECH)      |
| CLEARFIELD       | 25,251.00        | 31,564.00        | 37,877.00        | 33,550.00        | BUILDING PERMIT SPECIALIST           |
| SOUTH JORDAN     | 27,976.00        | 33,852.00        | 39,728.00        | 31,699.00        | Building Permit Technician           |

**JOB TITLE****BUSINESS LICENSE SPECIALIST****REPORTS TO****COMMUNITY & ECONOMIC DEV. DIRECTOR****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes |
|--------------|--------------|--------------|---------------|----------------------------|-------|
| \$ 32,282.00 | \$ 39,551.00 | \$ 46,820.00 | \$ 32,282.00  | 5                          |       |

**BENCHMARK COMPARISON**

|                    | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                              |
|--------------------|------------------|------------------|------------------|------------------|----------------------------------------|
| SANDY              | 35,734.00        | 46,082.00        | 56,430.00        | 48,381.00        | BUSINESS LICENSE ADMINISTRATOR         |
| WEST JORDAN        | 40,165.00        | 45,718.50        | 51,272.00        | 46,488.00        | BUSINESS LICENSE COORDINATOR           |
| CLEARFIELD         | 35,381.00        | 44,241.50        | 53,102.00        | 46,000.00        | BUSINESS LICENSE/CDBG COORDINATOR      |
| WEST VALLEY        | 31,753.00        | 39,206.50        | 46,660.00        | 44,412.00        | ASST BUSINESS LICENSE COORD            |
| COTTONWOOD HEIGHTS | 0.00             | 0.00             | 0.00             | 43,134.00        |                                        |
| OREM               | 32,322.00        | 40,402.00        | 48,482.00        | 41,816.00        | BUSINESS LICENSE SPECIALIST            |
| SOUTH SALT LAKE    | 32,904.00        | 41,340.00        | 49,776.00        | 40,464.00        | BUSINESS LICENSE OFFICIAL              |
| MURRAY             | 34,653.00        | 43,326.50        | 52,000.00        | 37,877.00        | BUSINESS LICENSE SPECIALIST - GRADE 14 |
| SALT LAKE CITY     | 27,912.00        | 33,672.00        | 39,432.00        | 37,190.00        | BUSINESS LICENSE PROCESSOR             |
| OGDEN              | 29,198.00        | 34,351.00        | 39,504.00        | 36,748.00        | BUSINESS LICENSE TECHNICIAN            |
| PROVO              | 30,492.00        | 36,262.50        | 42,033.00        | 36,425.00        | BUSINESS LICENSE TECHNICIAN            |
| PAYSON             | 29,873.00        | 33,757.00        | 37,641.00        | 34,819.00        | BUSINESS LICENCE/RETENTION SPECIALIST  |
| HERRIMAN           | 33,913.78        | 45,365.32        | 56,816.86        | 35,627.70        | Business License Official              |
| DRAPER             | 30,930.00        | 37,888.96        | 44,847.92        | 34,736.00        | Business License Official              |
| TAYLORSVILLE       | 30,271.00        | 37,081.50        | 43,892.00        | 33,280.00        | BUSINESS LICENSE CLERK                 |
| <b>SYRACUSE</b>    | <b>32,282.00</b> | <b>39,551.00</b> | <b>46,820.00</b> | <b>32,282.00</b> | <b>BUSINESS LICENSE CLERK</b>          |
| LAYTON             | 28,379.00        | 34,054.50        | 39,730.00        | 29,470.00        | SECRETARY II (BUS LICENSE SPEC)        |
| MIDVALE            | 27,222.00        | 35,581.00        | 43,940.00        | 22,994.00        | BUSINESS LICENSE ADMINISTRATOR         |

**JOB TITLE****CITY ATTORNEY****REPORTS TO****CITY MANAGER****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes |
|--------------|--------------|--------------|---------------|----------------------------|-------|
| \$ 66,973.00 | \$ 82,041.50 | \$ 97,110.00 | \$ 64,163.00  | 0.75                       |       |

**BENCHMARK COMPARISON**

|                      | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                              |
|----------------------|------------------|------------------|------------------|------------------|----------------------------------------|
| SANDY                | 83,658.00        | 107,890.00       | 132,122.00       | 147,014.00       | CITY ATTORNEY                          |
| SALT LAKE CITY       | 96,429.00        | 175,011.50       | 253,594.00       | 140,650.00       | CITY ATTORNEY                          |
| MURRAY               | 96,262.00        | 120,317.50       | 144,373.00       | 137,446.00       | CITY ATTORNEY - GRADE 35               |
| LAYTON               | 89,473.00        | 111,841.50       | 134,210.00       | 133,922.00       | CITY ATTORNEY (DEPART. HEAD)           |
| BOUNTIFUL            | 86,503.46        | 109,609.28       | 132,715.11       | 132,715.11       | CITY ATTORNEY (DEPART. HEAD)           |
| SOUTH SALT LAKE      | 89,002.00        | 115,703.00       | 142,404.00       | 129,780.00       | CITY ATTORNEY                          |
| MIDVALE              | 127,500.00       | 127,500.00       | 127,500.00       | 127,500.00       | City Attorney                          |
| OREM                 | 85,642.00        | 107,053.00       | 128,464.00       | 126,322.00       | CITY ATTORNEY                          |
| RIVERTON             | 103,509.00       | 117,834.50       | 132,160.00       | 124,673.00       | City Attorney                          |
| SOUTH JORDAN         | 88,982.00        | 107,671.00       | 126,360.00       | 122,470.00       | Assistant City Manager/General Counsel |
| OGDEN                | 95,522.00        | 112,379.00       | 129,236.00       | 119,000.00       | CITY ATTORNEY (DEPT HEAD)              |
| PROVO                | 74,191.00        | 102,754.50       | 131,318.00       | 118,554.00       | CITY ATTORNEY                          |
| DRAPER               | 97,053.00        | 118,889.78       | 140,726.56       | 116,626.00       | City Attorney                          |
| ROY                  | 79,290.00        | 98,207.50        | 117,125.00       | 115,190.00       | CITY ATTORNEY                          |
| SPANISH FORK         | 80,743.00        | 100,929.00       | 121,115.00       | 114,050.00       | CITY ATTORNEY                          |
| RIVERDALE            | 73,466.00        | 95,118.50        | 116,771.00       | 109,262.00       | City Attorney/Prosecutor               |
| WEST JORDAN          | 95,326.00        | 108,492.50       | 121,659.00       | 105,102.00       | CITY ATTORNEY                          |
| SOUTH OGDEN          | 79,694.00        | 93,958.00        | 108,222.00       | 101,129.00       | CITY ATTORNEY                          |
| PLEASANT GROVE       | 78,693.35        | 94,943.19        | 111,193.03       | 100,735.98       | CITY ATTORNEY (DEPARTMENT HEAD)        |
| CLEARFIELD           | 84,718.00        | 105,892.50       | 127,067.00       | 100,000.00       | CITY ATTORNEY                          |
| SARATOGA SPRINGS     | 0.00             | 0.00             | 0.00             | 99,153.00        |                                        |
| WEST VALLEY          | 99,025.00        | 122,271.00       | 145,517.00       | 99,028.00        | CITY ATTORNEY (DEPART. HEAD)           |
| SPRINGVILLE          | 74,874.00        | 94,701.50        | 114,529.00       | 98,696.00        | CITY ATTORNEY                          |
| LEHI                 | 90,286.00        | 110,609.00       | 130,932.00       | 94,744.00        | CITY ATTORNEY                          |
| TOOELE               | 62,332.20        | 77,830.59        | 93,328.98        | 93,328.98        | CITY ATTORNEY                          |
| PAYSON               | 78,382.00        | 89,703.00        | 101,024.00       | 90,958.00        | CITY ATTORNEY                          |
| <b>SYRACUSE CITY</b> | <b>66,973.00</b> | <b>82,041.50</b> | <b>97,110.00</b> | <b>70,000.00</b> | <b>CITY ATTORNEY</b>                   |

**JOB TITLE****CITY MANAGER****REPORTS TO****MAYOR & COUNCIL****PAY SCALE**

| RANGE MIN    | RANGE MID     | RANGE MAX     | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes |
|--------------|---------------|---------------|---------------|----------------------------|-------|
| \$ 85,476.00 | \$ 104,708.50 | \$ 123,941.00 | \$ 100,000.00 | 1.75                       |       |

**BENCHMARK COMPARISON**

|                    | RANGE MIN  | RANGE MID  | RANGE MAX  | ACTUAL SALARY | JOB TITLE                        |
|--------------------|------------|------------|------------|---------------|----------------------------------|
| LAYTON             | 86,632.00  | 125,266.00 | 163,900.00 | 163,900.00    | CITY MANAGER                     |
| BOUNTIFUL          | 105,151.28 | 133,275.20 | 161,399.13 | 161,399.13    | CITY MANAGER/ADMINISTRATOR       |
| SANDY              | 91,187.00  | 117,582.50 | 143,978.00 | 154,211.00    | CHIEF ADMINISTRATIVE OFFICER     |
| WEST VALLEY        | 115,846.00 | 143,040.50 | 170,235.00 | 153,004.00    | CITY MANAGER                     |
| RIVERTON           | 118,421.00 | 135,000.00 | 151,579.00 | 140,000.00    | CITY MANAGER                     |
| SOUTH JORDAN       | 0.00       | 0.00       | 0.00       | 135,387.00    | CITY MANAGER                     |
| MIDVALE            | 86,450.00  | 113,932.00 | 141,414.00 | 134,589.00    | CITY MANAGER                     |
| OREM               | 100,492.00 | 125,615.00 | 150,738.00 | 134,560.00    | CITY MANAGER                     |
| OGDEN              | 124,000.00 | 129,000.00 | 134,000.00 | 134,000.00    | CHIEF ADMINISTRATIVE OFFICER     |
| PROVO              | 77,901.00  | 107,892.50 | 137,884.00 | 132,341.00    | CHIEF ADMINISTRATIVE OFFICER     |
| LEHI               | 97,560.00  | 119,520.50 | 141,481.00 | 128,750.00    | CITY ADMINISTRATOR               |
| PLEASANT GROVE     | 86,862.60  | 106,334.01 | 125,805.43 | 125,805.43    | CITY ADMINISTRATOR               |
| SPRINGVILLE        | 82,943.00  | 104,894.00 | 126,845.00 | 124,904.00    | CITY ADMINISTRATOR               |
| TAYLORSVILLE       | 85,610.00  | 109,901.50 | 134,193.00 | 123,573.00    | CITY ADMINISTRATOR               |
| NORTH SALT LAKE    | 0.00       | 0.00       | 0.00       | 119,364.00    | CITY MGER/ADMINISTRATOR          |
| SPANISH FORK       | 93,261.00  | 116,576.00 | 139,891.00 | 119,111.00    | CITY MGER/ADMINISTRATOR          |
| ROY                | 85,883.00  | 106,381.50 | 126,880.00 | 118,622.00    | CITY MANAGER                     |
| WOODS CROSS        | 0.00       | 0.00       | 0.00       | 118,144.00    | CITY ADMINISTRATOR               |
| CLINTON            | 84,261.00  | 103,511.50 | 122,762.00 | 115,670.00    | CITY MANAGER/RECORDER            |
| COTTONWOOD HEIGHTS | 0.00       | 0.00       | 0.00       | 115,625.00    |                                  |
| HERRIMAN           | 88,245.25  | 109,337.08 | 130,428.90 | 115,518.62    | City Manager                     |
| EAGLE MOUNTAIN     | 94,651.00  | 111,222.50 | 127,794.00 | 115,356.00    | CITY ADMINISTRATOR               |
| RIVERDALE          | 81,619.00  | 105,684.50 | 129,750.00 | 115,024.00    | CITY ADMINISTRATOR               |
| HOLLADAY           | 0.00       | 0.00       | 0.00       | 112,499.00    | CITY ADMINISTRATOR/CITY RECORDER |
| SARATOGA SPRINGS   | 0.00       | 0.00       | 0.00       | 108,454.00    | CITY MANAGER                     |
| CENTERVILLE        | 77,152.80  | 94,516.26  | 111,879.72 | 108,453.56    | CITY MANAGER                     |

|                    |                  |                   |                   |                                |
|--------------------|------------------|-------------------|-------------------|--------------------------------|
| CLEARFIELD         | 88,982.00        | 111,217.50        | 133,453.00        | 103,000.00 CITY MANAGER        |
| KAYSVILLE          | 69,148.00        | 87,501.58         | 105,855.16        | 102,772.00 City Manager        |
| FARMINGTON         | 84,667.00        | 103,131.50        | 121,596.00        | 100,006.00 CITY MANAGER        |
| <b>SYRACUSE</b>    | <b>85,476.00</b> | <b>104,708.50</b> | <b>123,941.00</b> | <b>100,000.00 CITY MANAGER</b> |
| SOUTH OGDEN        | 78,520.00        | 96,553.50         | 114,587.00        | 98,217.00 CITY MANAGER         |
| BRIGHAM CITY       | 86,252.00        | 107,815.50        | 129,379.00        | 93,246.00 CITY ADMINISTRATOR   |
| WEST POINT CITY    | 70,741.00        | 81,620.50         | 92,500.00         | 92,500.00 CITY MANAGER         |
| PAYSON             | 85,971.00        | 98,884.00         | 111,797.00        | 88,740.00 CITY MANAGER         |
| NORTH OGDEN        | 82,136.00        | 99,795.00         | 117,454.00        | 86,696.00 CITY MANAGER         |
| WEST BOUNTIFUL     | 66,994.00        | 83,272.00         | 99,550.00         | 84,965.00 CITY ADMINISTRATOR   |
| WASHINGTON TERRACE | 62,899.00        | 78,249.50         | 93,600.00         | 82,500.00 CITY MANAGER         |
| SOUTH WEBER CITY   | 70,351.00        | 89,966.50         | 109,582.00        | 82,493.00 City Manager         |
| HARRISVILLE        | 0.00             | 0.00              | 0.00              | 49,920.00                      |

**JOB TITLE****CITY RECORDER****REPORTS TO****CITY MANAGER****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes |
|--------------|--------------|--------------|---------------|----------------------------|-------|
| \$ 57,854.00 | \$ 70,871.00 | \$ 83,888.00 | \$ 64,163.00  | 6                          |       |

**BENCHMARK  
COMPARISON**

|                    | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                 |
|--------------------|------------------|------------------|------------------|------------------|---------------------------|
| MIDVALE            | 73,190.00        | 96,369.00        | 119,548.00       | 88,735.00        | CITY RECORDER/HR Director |
| WEST JORDAN        | 69,139.00        | 78,696.50        | 88,254.00        | 88,254.00        | CITY RECORDER             |
| WEST VALLEY        | 72,357.00        | 89,342.50        | 106,328.00       | 87,268.00        | CITY RECORDER             |
| SALT LAKE CITY     | 65,270.00        | 86,424.00        | 107,578.00       | 84,198.00        | CITY RECORDER             |
| AMERICAN FORK      | 60,010.68        | 75,012.84        | 90,015.00        | 82,084.50        | CITY RECORDER             |
| RIVERTON           | 71,052.63        | 80,886.32        | 90,720.00        | 81,175.00        | City Recorder             |
| SOUTH SALT LAKE    | 50,887.00        | 66,153.50        | 81,420.00        | 76,536.00        | CITY RECORDER             |
| EAGLE MOUNTAIN     | 51,418.00        | 60,416.00        | 69,414.00        | 70,720.00        | CITY RECORDER             |
| OGDEN              | 67,604.00        | 79,534.00        | 91,464.00        | 68,000.00        | CITY RECORDER             |
| TAYLORSVILLE       | 50,867.00        | 64,855.50        | 78,844.00        | 67,371.00        | CITY RECORDER             |
| LEHI               | 52,487.00        | 62,995.00        | 73,503.00        | 66,913.00        | CITY RECORDER             |
| LAYTON             | 49,701.00        | 59,641.50        | 69,582.00        | 64,306.00        | CITY RECORDER             |
| <b>SYRACUSE</b>    | <b>57,854.00</b> | <b>70,871.00</b> | <b>83,888.00</b> | <b>64,163.00</b> |                           |
| OREM               | 45,782.00        | 57,228.00        | 68,674.00        | 64,095.00        | CITY RECORDER             |
| MURRAY             | 62,005.00        | 77,521.50        | 93,038.00        | 62,816.00        | CITY RECORDER - GRADE 26  |
| CLEARFIELD         | 52,021.00        | 65,041.50        | 78,062.00        | 62,691.00        | CITY RECORDER             |
| SOUTH JORDAN       | 45,074.00        | 54,538.00        | 64,002.00        | 59,946.00        | City Recorder             |
| SPRINGVILLE        | 47,286.00        | 57,298.00        | 67,310.00        | 59,113.00        | CITY RECORDER             |
| NORTH OGDEN        | 55,959.00        | 70,508.50        | 85,058.00        | 56,258.00        | CITY RECORDER/HR DIRECTOR |
| DRAPER             | 49,816.00        | 61,024.60        | 72,233.20        | 55,536.00        | City Recorder             |
| TOOELE             | 49,221.12        | 61,473.36        | 73,725.60        | 53,825.40        | CITY RECORDER             |
| HOLLADAY           | 0.00             | 0.00             | 0.00             | 52,915.00        | CITY RECORDER             |
| HERRIMAN           | 44,090.18        | 54,438.08        | 64,785.97        | 50,410.26        | CITY RECORDER             |
| RIVERDALE          | 43,576.00        | 56,981.50        | 70,387.00        | 46,737.00        | CITY RECORDER             |
| SANDY              | 40,019.00        | 51,604.50        | 63,190.00        | 46,571.00        | CITY RECORDER             |
| SARATOGA SPRINGS   | 0.00             | 0.00             | 0.00             | 41,911.00        | CITY RECORDER             |
| WASHINGTON TERRACE | 28,600.00        | 35,318.50        | 42,037.00        | 41,600.00        | CITY RECORDER             |
| HARRISVILLE        | 0.00             | 0.00             | 0.00             | 35,256.00        |                           |

**JOB TITLE**

**COMMUNITY & ECONOMIC DEV. DIRECTOR**

**REPORTS TO**

**CITY MANAGER**

**PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes |
|--------------|--------------|--------------|---------------|----------------------------|-------|
| \$ 57,854.00 | \$ 70,871.00 | \$ 83,888.00 | \$ 61,108.00  | 2                          |       |

**BENCHMARK COMPARISON**

|                    | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                                 |
|--------------------|------------------|------------------|------------------|------------------|-------------------------------------------|
| SALT LAKE CITY     | 96,429.00        | 175,011.50       | 253,594.00       | 142,605.00       | DIRECTOR OF CED                           |
| WEST VALLEY        | 95,217.00        | 117,568.50       | 139,920.00       | 126,761.00       | CED DIRECTOR                              |
| OREM               | 85,642.00        | 107,053.00       | 128,464.00       | 126,322.00       | DEVELOPMENT SERVICES DIRECTOR             |
| SANDY              | 77,896.00        | 100,453.50       | 123,011.00       | 124,987.00       | COMMUNITY DEVELOPMENT DIRECTOR            |
| MIDVALE            | 79,560.00        | 104,767.00       | 129,974.00       | 123,689.00       | Community & Economic Development Director |
| WEST JORDAN        | 92,997.00        | 105,841.00       | 118,685.00       | 118,685.00       | DIRECTOR OF COMMUNITY DEVELOPMENT         |
| LAYTON             | 80,614.00        | 100,767.50       | 120,921.00       | 111,515.00       | COMMUNITY DEVEL DIRECTOR                  |
| HERRIMAN           | 75,669.98        | 93,644.51        | 111,619.04       | 109,905.12       | Community Development Director            |
| SPRINGVILLE        | 71,155.00        | 89,989.00        | 108,823.00       | 108,821.00       | COMMUNITY DEVELOPMENT DIRECTOR            |
| ROY                | 72,675.00        | 90,032.50        | 107,390.00       | 107,390.00       | COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR |
| PROVO              | 67,293.00        | 93,201.00        | 119,109.00       | 103,614.00       | COMMUNITY DEVELOPMENT DIRECTOR            |
| DRAPER             | 80,205.00        | 98,250.98        | 116,296.96       | 94,598.00        | Community Development Director            |
| TAYLORSVILLE       | 65,978.00        | 85,771.50        | 105,565.00       | 94,478.00        | COMMUNITY DEVELOPMENT DIRECTOR            |
| RIVERDALE          | 66,102.00        | 85,602.00        | 105,102.00       | 94,120.00        | COMMUNITY DEVELOPMENT DIRECTOR            |
| CLINTON            | 69,410.00        | 85,270.00        | 101,130.00       | 93,414.00        | COMMUNITY DEVELOPMENT DIRECTOR            |
| OGDEN              | 67,604.00        | 79,534.00        | 91,464.00        | 86,700.00        | COMMUNITY DEVELOPMENT MGR.                |
| PAYSON             | 71,310.00        | 81,329.00        | 91,348.00        | 84,988.00        | DEVELOPMENT SERVICES & PUBLIC WKS DIR     |
| SOUTH JORDAN       | 81,619.00        | 98,758.50        | 115,898.00       | 84,968.00        | Director of Community Development         |
| WOODS CROSS        | 57,684.00        | 71,154.00        | 84,624.00        | 84,635.00        | COMMUNITY DEVELOPMENT DIRECTOR            |
| FARMINGTON         | 66,106.00        | 80,324.50        | 94,543.00        | 84,293.00        | CITY PLANNER/COMMUNITY DEVEL DIRECTOR     |
| TOOELE             | 62,332.20        | 77,830.59        | 93,328.98        | 83,697.12        | COMMUNITY DEVELOPMENT DIRECTOR            |
| CENTERVILLE        | 57,344.40        | 70,249.95        | 83,155.50        | 81,785.43        | COMMUNITY DEVELOPMENT DIRECTOR            |
| SOUTH SALT LAKE    | 67,299.00        | 87,488.50        | 107,678.00       | 78,000.00        | COMMUNITY DEVELOPMENT DIRECTOR            |
| PLEASANT GROVE     | 66,201.68        | 81,041.63        | 95,881.58        | 76,773.53        |                                           |
| HOLLADAY           | 0.00             | 0.00             | 0.00             | 76,309.00        | COMMUNITY DEVELOPMENT DIRECTOR            |
| COTTONWOOD HEIGHTS | 0.00             | 0.00             | 0.00             | 69,959.00        |                                           |
| MURRAY             | 68,411.00        | 85,519.00        | 102,627.00       | 69,285.00        | COMMUNITY & ECONOMIC DEVELOPMENT MANAGER  |
| BRIGHAM CITY       | 58,974.00        | 73,717.50        | 88,461.00        | 66,955.00        | COUMMUNITY DEVELOPMENT MANAGER            |
| CLEARFIELD         | 54,621.00        | 68,286.50        | 81,952.00        | 65,574.00        | Development Serivce Manager               |
| <b>SYRACUSE</b>    | <b>57,854.00</b> | <b>70,871.00</b> | <b>83,888.00</b> | <b>61,108.00</b> | COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR |

**JOB TITLE****COURT CLERK SUPERVISOR****REPORTS TO****CITY RECORDER****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes |
|--------------|--------------|--------------|---------------|----------------------------|-------|
| \$ 35,610.00 | \$ 43,628.00 | \$ 51,646.00 | \$ 47,632.00  | 12                         |       |

**BENCHMARK COMPARISON**

|                    | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                     |
|--------------------|------------------|------------------|------------------|------------------|-------------------------------|
| CENTERVILLE        | 33,326.46        | 40,824.48        | 48,322.50        | 39,118.12        | COURT CLERK SUPERVISOR        |
| CLEARFIELD         | 35,381.00        | 44,241.50        | 53,102.00        | 44,241.00        | COURT CLERK SUPERVISOR        |
| CLINTON            | 40,747.00        | 50,055.00        | 59,363.00        | 50,669.00        | COURT ADMINISTRATOR           |
| HOLLADAY           | 0.00             | 0.00             | 0.00             | 43,680.00        | COURT CLERK SUPERVISOR        |
| MIDVALE            | 27,222.00        | 35,581.00        | 43,940.00        | 24,190.00        | Lead Court Clerk              |
| NORTH OGDEN        | 34,595.00        | 44,362.00        | 54,129.00        | 34,922.00        | COURT CLERK CORDINATOR        |
| NORTH SALT LAKE    | 35,948.26        | 44,385.95        | 52,823.65        | 50,831.20        | COURT CLERK SUPERVISOR        |
| OGDEN              | 39,269.00        | 46,198.50        | 53,128.00        | 50,729.00        | CHIEF COURT CLERK             |
| PAYSON             | 33,967.00        | 38,670.50        | 43,374.00        | 34,883.00        | LEAD JUSTICE COURT CLERK      |
| PLEASANT GROVE     | 31,561.80        | 38,636.35        | 45,710.90        | 45,710.90        | COURT CLERK SUPERVISOR        |
| PROVO              | 37,063.00        | 44,077.00        | 51,091.00        | 37,063.00        | JUSTICE COURT CHIEF CLERK     |
| RIVERDALE          | 34,278.00        | 43,981.00        | 53,684.00        | 47,964.00        | COURT COORDINATOR             |
| ROY                | 33,259.00        | 40,903.00        | 48,547.00        | 39,333.00        | COURT CLERK SUPERVISOR        |
| SALT LAKE CITY     | 0.00             | 0.00             | 0.00             | 0.00             |                               |
| SANDY              | 35,734.00        | 46,082.00        | 56,430.00        | 48,381.00        | JUSTICE COURT SUPERVISOR      |
| SOUTH JORDAN       | 40,976.00        | 49,577.00        | 58,178.00        | 42,037.00        | Justice Court Administrator   |
| SOUTH OGDEN        | 33,571.00        | 41,714.00        | 49,857.00        | 37,502.00        | COURT CLERK SUPERVISOR        |
| SPRINGVILLE        | 33,064.00        | 40,070.00        | 47,076.00        | 44,366.00        |                               |
| SUNSET             | 26,728.00        | 37,533.50        | 48,339.00        | 36,670.00        | COURT CLERK SUPERVISOR        |
| <b>SYRACUSE</b>    | <b>35,610.00</b> | <b>43,628.00</b> | <b>51,646.00</b> | <b>47,632.00</b> | <b>COURT CLERK SUPERVISOR</b> |
| TAYLORSVILLE       | 39,232.00        | 50,167.00        | 61,102.00        | 43,243.00        | Clerk of the Court            |
| WASHINGTON TERRACE | 26,936.00        | 34,039.00        | 41,142.00        | 39,499.00        | Court Clerk                   |
| WEST JORDAN        | 41,163.00        | 46,852.00        | 52,541.00        | 52,541.00        | COURT CLERK SUPERVISOR        |
| WEST VALLEY        | 35,717.00        | 44,101.50        | 52,486.00        | 44,816.00        | Chief Deputy Clerk            |
| WOODS CROSS        | 36,228.00        | 44,964.00        | 53,700.00        | 53,726.00        | COURT ADMINISTRATOR           |

**JOB TITLE**

**DETECTIVE**

**REPORTS TO**

**POLICE CHIEF**

**PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes         |
|--------------|--------------|--------------|---------------|----------------------------|---------------|
| \$ 37,398.00 | \$ 45,812.00 | \$ 54,226.00 | \$ 42,661.00  | 7.5 Average                | 2 Individuals |

**BENCHMARK COMPARISON**

|                  | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                |
|------------------|------------------|------------------|------------------|------------------|--------------------------|
| KAYSVILLE        | 36,816.00        | 46,601.68        | 56,387.35        | 54,745.00        | Police Detective         |
| CENTERVILLE      | 40,590.90        | 49,720.92        | 58,850.94        | 53,383.42        | POLICE OFFICER III       |
| CLINTON          | 38,813.00        | 47,673.50        | 56,534.00        | 52,229.00        | DETECTIVE/POLICE OFFICER |
| LAYTON           | 46,762.00        | 56,114.50        | 65,467.00        | 51,728.00        | PO III DETECTIVE         |
| FARMINGTON       | 40,317.00        | 48,738.50        | 57,160.00        | 51,531.00        | CORPORAL / DETECTIVE     |
| NORTH SALT LAKE  | 43,966.76        | 54,224.35        | 64,481.94        | 51,209.80        | CORPORAL/DETECTIVE I I   |
| PLEASANT GROVE   | 39,417.40        | 48,251.88        | 57,086.35        | 48,655.73        | DETECTIVE                |
| TOOELE           | 0.00             | 0.00             | 0.00             | 47,863.50        | DETECTIVE                |
| AMERICAN FORK    | 36,449.70        | 45,561.87        | 54,674.04        | 45,571.56        | POLICE DET/INVESTIG      |
| PAYSON           | 36,874.00        | 41,657.50        | 46,441.00        | 43,749.00        | POLICE DETECTIVE         |
| <b>SYRACUSE</b>  | <b>37,398.00</b> | <b>45,812.00</b> | <b>54,226.00</b> | <b>42,661.00</b> | <b>DETECTIVE</b>         |
| NORTH OGDEN      | 38,574.00        | 49,652.00        | 60,730.00        | 42,102.00        | DETECTIVE                |
| SARATOGA SPRINGS |                  | 0.00             | 0.00             | 41,911.00        |                          |

**JOB TITLE**

**FINANCE DIRECTOR**

**REPORTS TO**

**CITY MANAGER**

**PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX     | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes |
|--------------|--------------|---------------|---------------|----------------------------|-------|
| \$ 70,332.00 | \$ 86,149.50 | \$ 101,967.00 | \$ 73,838.00  | 1.5                        |       |

**BENCHMARK  
COMPARISON**

|                    | RANGE MIN        | RANGE MID        | RANGE MAX         | ACTUAL SALARY    | JOB TITLE                                |
|--------------------|------------------|------------------|-------------------|------------------|------------------------------------------|
| SANDY              | 77,896.00        | 100,453.50       | 123,011.00        | 128,606.00       | FINANCE & INFORMATION SERVICES DIRECTOR  |
| SALT LAKE CITY     | 96,428.00        | 175,010.50       | 253,593.00        | 122,574.00       | Fiance Director                          |
| WEST VALLEY        | 88,033.00        | 108,698.50       | 129,364.00        | 117,198.00       | FINANCE DIRECTOR                         |
| LEHI               | 83,554.00        | 102,362.00       | 121,170.00        | 113,705.00       | FINANCE/ADMINISTRATIVE SERVICES DIRECTOR |
| SOUTH SALT LAKE    | 77,393.00        | 100,611.00       | 123,829.00        | 103,656.00       | FINANCE DIRECTOR                         |
| MURRAY             | 87,256.00        | 109,075.00       | 130,894.00        | 103,043.00       | FINANCE DIRECTOR - GRADE 33              |
| RIVERTON           | 86,842.00        | 98,861.00        | 110,880.00        | 101,892.00       | Finance Director                         |
| PLEASANT GROVE     | 66,201.68        | 81,041.63        | 95,881.58         | 100,735.98       | FINANCE DIRECTOR                         |
| BOUNTIFUL          | 64,559.24        | 81,808.37        | 99,057.50         | 99,057.50        | CITY RECORDER/FINANCE DIRECTOR           |
| SPANISH FORK       | 73,334.00        | 91,667.50        | 110,001.00        | 98,084.00        | FINANCE DIRECTOR                         |
| DRAPER             | 80,205.00        | 98,250.98        | 116,296.96        | 97,198.00        | Finance Director                         |
| NORTH SALT LAKE    | 60,630.01        | 75,206.43        | 89,782.84         | 94,956.30        | FINANCE DIRECTOR                         |
| CENTERVILLE        | 66,510.12        | 81,478.11        | 96,446.10         | 94,439.02        | FINANCE DIR/ASST. CITY MANAGER           |
| PROVO              | 58,131.00        | 80,511.00        | 102,891.00        | 93,510.00        | DIVISION DIRECTOR - FINANCE              |
| LAYTON             | 79,198.00        | 98,997.50        | 118,797.00        | 92,421.00        | FINANCE DIRECTOR                         |
| RIVERDALE          | 66,102.00        | 85,602.00        | 105,102.00        | 91,499.00        | Business Administrator                   |
| OGDEN              | 67,604.00        | 79,534.00        | 91,464.00         | 91,464.00        | FINANCE MANAGER/COMPROLLER               |
| SPRINGVILLE        | 67,616.00        | 85,520.50        | 103,425.00        | 90,866.00        | FINANCE DIRECTOR                         |
| COTTONWOOD HEIGHTS | 0.00             | 0.00             | 0.00              | 87,295.00        |                                          |
| FARMINGTON         | 74,814.00        | 91,012.50        | 107,211.00        | 86,944.00        | FINANCE DIRECTOR                         |
| AMERICAN FORK      | 71,415.30        | 89,269.38        | 107,123.46        | 86,922.36        | FINANCE/BDGT OFFICER                     |
| SOUTH JORDAN       | 81,619.00        | 98,758.50        | 115,898.00        | 85,176.00        | Director of Finance                      |
| BRIGHAM CITY       | 69,978.00        | 87,473.00        | 104,968.00        | 84,947.00        | FINANCE DIRECTOR                         |
| KAYSVILLE          | 56,992.00        | 72,147.40        | 87,302.80         | 84,760.00        | Finance Director                         |
| TOOELE             | 62,332.20        | 77,830.59        | 93,328.98         | 83,697.12        | FINANCE DIRECTOR                         |
| MIDVALE            | 56,940.00        | 74,841.00        | 92,742.00         | 81,390.00        | Finance Director                         |
| SOUTH OGDEN        | 61,276.00        | 76,210.50        | 91,145.00         | 78,416.00        | FINANCE DIRECTOR                         |
| EAGLE MOUNTAIN     | 64,272.00        | 75,519.60        | 86,767.20         | 75,504.00        | FINANCE DIRECTOR                         |
| PAYSON             | 67,580.00        | 76,915.00        | 86,250.00         | 74,818.00        | CITY RECORDER/FINANCE DIRECTOR           |
| TAYLORSVILLE       | 45,117.00        | 67,894.00        | 90,671.00         | 74,000.00        | Chief Financial Officer                  |
| <b>SYRACUSE</b>    | <b>70,332.00</b> | <b>86,149.50</b> | <b>101,967.00</b> | <b>73,838.00</b> | <b>FINANCE DIRECTOR</b>                  |
| HERRIMAN           | 70,827.95        | 87,367.18        | 103,906.40        | 72,948.72        | Finance Director                         |
| WASHINGTON TERRACE | 45,365.00        | 59,078.50        | 72,792.00         | 69,992.00        | Budget Officer/Finance Director          |
| NORTH OGDEN        | 65,234.00        | 79,585.00        | 93,936.00         | 68,000.00        | FINANCE DIRECTOR                         |

**JOB TITLE****FIRE CAPTAIN****REPORTS TO****FIRE CHIEF****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes         |
|--------------|--------------|--------------|---------------|----------------------------|---------------|
| \$ 52,358.00 | \$ 64,137.00 | \$ 75,916.00 | \$ 60,220.00  | 8 Average                  | 3 Individuals |

**BENCHMARK COMPARISON**

|                               | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                 |
|-------------------------------|------------------|------------------|------------------|------------------|---------------------------|
| SALT LAKE CITY                | 56,368.00        | 74,651.00        | 92,934.00        | 78,062.00        | FIRE CAPTAIN              |
| LAYTON                        | 53,412.00        | 64,094.50        | 74,777.00        | 74,756.00        | FIRE CAPTAIN              |
| SOUTH SALT LAKE               | 62,592.00        | 69,372.00        | 76,152.00        | 73,278.00        | FIRE PARAMEDIC CAPTAIN    |
| SANDY                         | 59,675.00        | 68,005.50        | 76,336.00        | 72,022.00        | FIRE CAPTAIN/PARAMEDIC    |
| LAYTON                        | 58,342.00        | 69,024.50        | 79,707.00        | 71,550.00        | FIRE CAPN/PARAMEDIC       |
| MURRAY                        | 51,085.00        | 63,866.50        | 76,648.00        | 70,103.00        | CAPTAIN (FIRE) - GRADE 22 |
| RIVERDALE                     | 51,833.00        | 64,105.00        | 76,377.00        | 67,704.00        | Fire Captain              |
| SOUTH DAVIS METRO FIRE AGENCY | 55,768.00        | 65,441.50        | 75,115.00        | 67,186.00        |                           |
| SOUTH SALT LAKE               | 57,720.00        | 63,972.00        | 70,224.00        | 67,057.00        | FIRE CAPTAIN              |
| SOUTH JORDAN                  | 49,587.00        | 59,997.50        | 70,408.00        | 66,780.00        | Fire Captain              |
| WEST VALLEY                   | 63,804.00        | 66,407.50        | 69,011.00        | 66,228.00        | FIRE CAPTAIN              |
| SOUTH DAVIS METRO FIRE AGENCY | 53,112.00        | 62,344.50        | 71,577.00        | 65,401.00        |                           |
| WEST JORDAN                   | 54,018.00        | 61,485.00        | 68,952.00        | 65,219.00        | FIRE CAPTAIN              |
| PROVO                         | 52,151.00        | 62,021.00        | 71,891.00        | 65,088.00        | FIRE CAPTAIN              |
| OREM                          | 45,782.00        | 57,228.00        | 68,674.00        | 62,341.00        | FIRE CAPTAIN              |
| SANDY                         | 54,870.00        | 62,535.00        | 70,200.00        | 61,516.00        | FIRE CAPTAIN              |
| OGDEN                         | 52,812.00        | 62,131.50        | 71,451.00        | 60,373.00        | FIRE CAPTAIN (Base)       |
| <b>SYRACUSE</b>               | <b>52,358.00</b> | <b>64,137.00</b> | <b>75,916.00</b> | <b>60,220.00</b> | <b>FIRE CAPTAIN</b>       |
| LEHI                          | 52,487.00        | 62,995.00        | 73,503.00        | 59,839.00        | FIRE CAPTAIN              |
| SARATOGA SPRINGS              | 0.00             | 0.00             | 0.00             | 58,615.00        | FIRE CAPTAIN              |
| SARATOGA SPRINGS              | 0.00             | 0.00             | 0.00             | 58,615.00        |                           |
| NORTH DAVIS FIRE DISTRICT     | 0.00             | 0.00             | 0.00             | 58,000.00        |                           |
| ROY                           | 47,146.00        | 57,974.50        | 68,803.00        | 57,840.00        | FIRE CAPTAIN              |
| NORTH VIEW FIRE AGENCY        | 47,436.00        | 63,714.50        | 79,993.00        | 57,561.00        | Captain EMT I             |
| SOUTH OGDEN                   | 49,304.00        | 60,190.50        | 71,077.00        | 53,907.00        | FIRE CAPTAIN              |
| WEBER FIRE DISTRICT           | 48,223.00        | 50,538.00        | 52,853.00        | 50,949.00        | CAPTAIN                   |
| PLEASANT GROVE                | 45,710.90        | 55,956.29        | 66,201.68        | 48,054.05        | FIRE CAPTAIN/PARAMEDIC    |
| FARMINGTON                    | 45,637.00        | 55,239.50        | 64,842.00        | 44,990.00        |                           |

## JOB TITLE

FIRE CHIEF

## REPORTS TO

CITY MANAGER

## PAY SCALE

| RANGE MIN    | RANGE MID    | RANGE MAX     | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes |
|--------------|--------------|---------------|---------------|----------------------------|-------|
| \$ 73,838.00 | \$ 90,451.00 | \$ 107,064.00 | \$ 77,530.00  | 1                          |       |

## BENCHMARK COMPARISON

|                               | RANGE MIN        | RANGE MID        | RANGE MAX         | ACTUAL SALARY    | JOB TITLE                             |
|-------------------------------|------------------|------------------|-------------------|------------------|---------------------------------------|
| SOUTH SALT LAKE               | 77,393.00        | 100,611.00       | 123,829.00        | 125,000.00       | FIRE CHIEF                            |
| SALT LAKE CITY                | 96,428.00        | 175,010.50       | 253,593.00        | 122,324.00       | FIRE CHIEF                            |
| SANDY                         | 83,658.00        | 107,890.00       | 132,122.00        | 119,517.00       | FIRE CHIEF                            |
| NORTH DAVIS FIRE DISTRICT     | 76,710.00        | 93,121.50        | 109,533.00        | 119,142.00       | Fire Chief / Treasurer                |
| LAYTON                        | 84,439.00        | 105,549.00       | 126,659.00        | 118,338.00       | FIRE CHIEF                            |
| WEST VALLEY                   | 95,217.00        | 117,568.50       | 139,920.00        | 117,710.00       | FIRE CHIEF                            |
| SOUTH DAVIS METRO FIRE AGENCY | 83,227.00        | 101,537.00       | 119,847.00        | 113,030.00       |                                       |
| OGDEN                         | 90,919.00        | 106,964.00       | 123,009.00        | 109,695.00       | FIRE CHIEF                            |
| MURRAY                        | 87,256.00        | 109,075.00       | 130,894.00        | 108,389.00       | FIRE CHIEF - GRADE 33                 |
| SOUTH JORDAN                  | 81,619.00        | 98,758.50        | 115,898.00        | 107,592.00       | Fire Chief                            |
| OREM                          | 72,646.00        | 90,807.00        | 108,968.00        | 104,427.00       | PUBLIC SAFETY DIVISION MANAGER        |
| PROVO                         | 70,658.00        | 97,861.50        | 125,065.00        | 103,152.00       | FIRE CHIEF                            |
| WEST JORDAN                   | 92,997.00        | 105,841.00       | 118,685.00        | 97,656.00        | FIRE CHIEF                            |
| RIVERDALE                     | 66,102.00        | 85,602.00        | 105,102.00        | 86,860.00        | Fire Chief                            |
| NORTH VIEW FIRE AGENCY        | 63,898.00        | 78,489.00        | 93,080.00         | 86,257.00        | Fire Chief                            |
| CLINTON                       | 62,982.00        | 77,376.00        | 91,770.00         | 84,781.00        | FIRE CHIEF                            |
| SARATOGA SPRINGS              | 0.00             | 0.00             | 0.00              | 84,628.00        |                                       |
| WEBER FIRE DISTRICT           | 0.00             | 0.00             | 0.00              | 84,503.00        | FIRE CHIEF / ADMINISTRATOR            |
| LEHI                          | 83,554.00        | 102,362.00       | 121,170.00        | 83,452.00        | FIRE CHIEF                            |
| EAGLE MOUNTAIN                | 64,272.00        | 75,519.60        | 86,767.20         | 83,304.00        | FIRE CHIEF                            |
| AMERICAN FORK                 | 65,198.40        | 81,498.00        | 97,797.60         | 81,681.60        | FIRE CHIEF                            |
| <b>SYRACUSE</b>               | <b>73,838.00</b> | <b>90,451.00</b> | <b>107,064.00</b> | <b>77,530.00</b> | <b>FIRE CHIEF</b>                     |
| FARMINGTON                    | 70,329.00        | 85,501.50        | 100,674.00        | 75,275.00        | FIRE CHIEF                            |
| SPRINGVILLE                   | 58,015.00        | 71,835.00        | 85,655.00         | 75,088.00        | FIRE CHIEF                            |
| PLEASANT GROVE                | 69,553.43        | 85,144.70        | 100,735.98        | 74,900.85        | FIRE CHIEF                            |
| PAYSON                        | 58,636.00        | 65,896.00        | 73,156.00         | 74,671.00        | FIRE, AMBULANE CHIEF/CERT COORDINATOR |
| KAYSVILLE                     | 50,190.00        | 63,529.45        | 76,868.90         | 74,630.00        |                                       |
| ROY                           | 72,675.00        | 90,032.50        | 107,390.00        | 72,675.00        | FIRE CHIEF                            |
| WASHINGTON TERRACE            | 28,912.00        | 29,484.00        | 30,056.00         | 30,056.00        | FIRE CHIEF                            |
| SUNSET                        | 0.00             | 0.00             | 0.00              | 17,744.00        | Fire Chief                            |

**JOB TITLE****DEPUTY FIRE CHIEF****REPORTS TO****FIRE CHIEF****PAY SCALE**

| RANGE MIN | RANGE MID | RANGE MAX | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes                                                                   |
|-----------|-----------|-----------|---------------|----------------------------|-------------------------------------------------------------------------|
| 58,032.00 | 71,094.40 | 84,156.80 | 70,000.00     | 16                         | With Department since 1996 - Promoted to Deputy Fire Chief in July 2012 |

**BENCHMARK COMPARISON**

|                               | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                     |
|-------------------------------|------------------|------------------|------------------|------------------|-------------------------------|
| LAYTON                        | 74,819.00        | 91,653.00        | 108,487.00       | 106,758.00       | ASSISTANT/DEPUTY FIRE CHIEF   |
| WEST VALLEY                   | 78,261.00        | 96,632.50        | 115,004.00       | 104,188.00       | DEPUTY FIRE CHIEF             |
| SOUTH SALT LAKE               | 87,792.00        | 95,250.00        | 102,708.00       | 102,708.00       | DEPUTY FIRE CHIEF             |
| MURRAY                        | 79,123.00        | 98,904.00        | 118,685.00       | 102,336.00       | DEPUTY FIRE CHIEF - GRADE 31  |
| SOUTH DAVIS METRO FIRE AGENCY | 77,538.00        | 93,433.50        | 109,329.00       | 95,647.00        |                               |
| PROVO                         | 58,131.00        | 80,511.00        | 102,891.00       | 95,213.00        | DEPUTY FIRE CHIEF             |
| SALT LAKE CITY                | 79,331.00        | 105,050.50       | 130,770.00       | 94,848.00        | DEPUTY FIRE CHIEF             |
| SANDY                         | 71,490.00        | 81,474.00        | 91,458.00        | 91,458.00        | ASSISTANT FIRE CHIEF          |
| NORTH DAVIS FIRE DISTRICT     | 0.00             | 0.00             | 0.00             | 82,181.00        |                               |
| OGDEN                         | 78,400.00        | 92,235.00        | 106,070.00       | 79,997.00        | DEPUTY FIRE CHIEF             |
| SOUTH JORDAN                  | 54,538.00        | 65,988.00        | 77,438.00        | 77,064.00        | Fire Marshal                  |
| WEBER FIRE DISTRICT           | 66,248.00        | 70,969.50        | 75,691.00        | 75,691.00        | Fire Warden                   |
| MURRAY                        | 53,622.00        | 67,017.50        | 80,413.00        | 75,275.00        | FIRE MARSHAL - GRADE 23       |
| NORTH VIEW FIRE AGENCY        | 60,840.00        | 74,745.00        | 88,650.00        | 73,340.00        | Deputy Fire Chief             |
| WEBER FIRE DISTRICT           | 66,248.00        | 70,969.50        | 75,691.00        | 73,237.00        | DEPUTY FIRE CHIEF             |
| OGDEN                         | 51,524.00        | 60,616.50        | 69,709.00        | 70,360.00        | FIRE MARSHALL                 |
| <b>SYRACUSE</b>               | <b>58,032.00</b> | <b>71,094.40</b> | <b>84,156.80</b> | <b>70,000.00</b> | <b>DEPUTY FIRE CHIEF</b>      |
| LAYTON                        | 58,862.00        | 70,634.00        | 82,406.00        | 67,147.00        | FIRE MARSHAL                  |
| PLEASANT GROVE                | 66,201.68        | 81,041.63        | 95,881.58        | 66,201.68        | Deputy Fire Chief             |
| ROY                           | 57,824.00        | 71,125.50        | 84,427.00        | 65,625.00        | ASST FIRE CHIEF               |
| OREM                          | 59,934.00        | 74,917.00        | 89,900.00        | 59,933.00        | FIRE MARSHALL                 |
| LEHI                          | 52,487.00        | 62,995.00        | 73,503.00        | 58,885.00        | FIRE MARSHAL                  |
| SALT LAKE CITY                | 36,337.00        | 48,120.50        | 59,904.00        | 57,948.00        | Fire Prevention Specialist II |
| CLINTON                       | 49,462.00        | 60,767.00        | 72,072.00        | 55,723.00        | ASSISTANT FIRE CHIEF          |
| PLEASANT GROVE                | 50,456.65        | 61,765.48        | 73,074.30        | 53,010.95        | Fire Marshal                  |

**JOB TITLE**

**FIRE ENGINEER**

**REPORTS TO**

**FIRE CHIEF**

**PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes         |
|--------------|--------------|--------------|---------------|----------------------------|---------------|
| \$ 43,068.00 | \$ 52,750.50 | \$ 62,433.00 | \$ 43,068.00  | 5 Average                  | 3 Individuals |

**BENCHMARK COMPARISON**

|                               | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                |
|-------------------------------|------------------|------------------|------------------|------------------|--------------------------|
| SALT LAKE CITY                | 48,692.00        | 64,490.00        | 80,288.00        | 65,228.00        | FIREFIGHTER ENGINEER III |
| LAYTON                        | 46,352.00        | 58,087.50        | 69,823.00        | 62,522.00        | FIRE ENGINEER            |
| WEST VALLEY                   | 58,983.00        | 59,874.50        | 60,766.00        | 59,148.00        | FIRE ENGINEER            |
| PROVO                         | 42,905.00        | 51,025.00        | 59,145.00        | 59,145.00        | FIREFIGHTER / ENGINEER   |
| OREM                          | 43,046.00        | 53,808.00        | 64,570.00        | 57,484.00        | FIRE ENGINEER            |
| SOUTH DAVIS METRO FIRE AGENCY | 46,274.00        | 55,409.50        | 64,545.00        | 57,416.00        |                          |
| WEST JORDAN                   | 44,346.00        | 50,477.50        | 56,609.00        | 55,549.00        | FIRE ENGINEER            |
| MURRAY                        | 44,096.00        | 55,120.00        | 66,144.00        | 53,620.00        | FIRE ENGINEER - GRADE 19 |
| SANDY                         | 45,594.00        | 51,969.00        | 58,344.00        | 53,387.00        | FIRE ENGINEER            |
| SOUTH JORDAN                  | 40,976.00        | 49,577.00        | 58,178.00        | 52,628.00        | Firefighter Engineer     |
| SOUTH SALT LAKE               | 40,644.00        | 50,406.00        | 60,168.00        | 48,692.00        | ENGINEER                 |
| LEHI                          | 41,600.00        | 49,928.50        | 58,257.00        | 44,888.00        | FIRE ENGINEER            |
| <b>SYRACUSE</b>               | <b>43,068.00</b> | <b>52,750.50</b> | <b>62,433.00</b> | <b>43,068.00</b> | <b>FIRE ENGINEER</b>     |
| WEBER FIRE DISTRICT           | 38,904.00        | 43,301.50        | 47,699.00        | 41,452.00        | DRIVER/ENGINEER          |
| NORTH VIEW FIRE AGENCY        | 33,721.00        | 45,281.50        | 56,842.00        | 39,336.00        | Engineer Driver EMT-I    |
| SOUTH OGDEN                   | 35,773.00        | 43,186.50        | 50,600.00        | 36,874.00        | Fire Engineer            |

**JOB TITLE****FIRE FIGHTER II/ EMT****REPORTS TO****FIRE CHIEF****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes          |
|--------------|--------------|--------------|---------------|----------------------------|----------------|
| \$ 33,721.00 | \$ 41,306.50 | \$ 48,892.00 | \$ 33,271.00  | VARIOUS                    | 10 INDIVIDUALS |

**BENCHMARK COMPARISON**

|                               | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                        |
|-------------------------------|------------------|------------------|------------------|------------------|----------------------------------|
| LAYTON                        | 42,919.00        | 53,315.00        | 63,711.00        | 57,811.00        | FIRE FIGHTER / PARAMEDIC II&III  |
| WEST JORDAN                   | 48,942.00        | 55,702.00        | 62,462.00        | 57,306.00        | PARAMEDIC - SPECIAL ASSIGN       |
| SOUTH JORDAN                  | 45,073.00        | 54,537.50        | 64,002.00        | 52,644.00        | Firefighter Paramedic            |
| PROVO                         | 45,050.00        | 53,576.00        | 62,102.00        | 50,475.00        | FIREFIGHTER / PARAMEDIC          |
| MURRAY                        | 44,096.00        | 55,120.00        | 66,144.00        | 49,835.00        | PARAMEDIC/FIREFIGHTER - GRADE 19 |
| SALT LAKE CITY                | 36,004.00        | 45,811.50        | 55,619.00        | 48,608.00        | FIREFIGHTER/PARAMEDIC 1          |
| OREM                          | 39,854.00        | 49,818.00        | 59,782.00        | 48,382.00        | PUBLIC SAFETY OFFICER            |
| SANDY                         | 38,272.00        | 48,901.00        | 59,530.00        | 47,457.00        | FIRE FIGHTER / PARAMEDIC         |
| ROY                           | 39,427.00        | 48,499.00        | 57,571.00        | 46,551.00        | FIREFIGHTER / PARAMEDIC          |
| LEHI                          | 41,600.00        | 49,928.50        | 58,257.00        | 46,534.00        | FIREFIGHTER/PARAMEDIC            |
| OGDEN                         | 42,288.00        | 49,750.50        | 57,213.00        | 45,950.00        | PARAMEDIC                        |
| SOUTH SALT LAKE               | 36,756.00        | 50,562.00        | 64,368.00        | 45,087.00        | PARAMEDIC                        |
| WEST VALLEY                   | 41,200.00        | 48,687.00        | 56,174.00        | 44,506.00        | FIREFIGHTER/PARAMEDIC            |
| WEST JORDAN                   | 40,176.00        | 45,727.00        | 51,278.00        | 44,329.00        | FIREFIGHTER                      |
| SALT LAKE CITY                | 37,336.00        | 46,800.00        | 56,264.00        | 43,534.00        | FIREFIGHTER *                    |
| SOUTH JORDAN                  | 37,253.00        | 45,073.50        | 52,894.00        | 43,028.00        | Senior Firefighter / EMT-I       |
| SOUTH DAVIS METRO FIRE AGENCY | 39,856.00        | 47,724.00        | 55,592.00        | 42,097.00        |                                  |
| LAYTON                        | 37,989.00        | 45,586.50        | 53,184.00        | 41,900.00        | FIRE FIGHTER II                  |
| SARATOGA SPRINGS              | 0.00             | 0.00             | 0.00             | 40,400.00        |                                  |
| SARATOGA SPRINGS              | 0.00             | 0.00             | 0.00             | 40,400.00        |                                  |
| SOUTH DAVIS METRO FIRE AGENCY | 36,233.00        | 43,386.00        | 50,539.00        | 39,592.00        |                                  |
| OGDEN                         | 36,465.00        | 42,900.00        | 49,335.00        | 39,542.00        | Firefighter                      |
| SANDY                         | 34,299.00        | 43,825.50        | 53,352.00        | 38,637.00        | FIREFIGHTER/ EMT                 |
| EAGLE MOUNTAIN                | 36,185.14        | 42,526.64        | 48,868.14        | 38,480.00        | FIREFIGHTER/PARAMEDIC            |
| PLEASANT GROVE                | 37,518.08        | 45,927.18        | 54,336.28        | 37,518.08        |                                  |
| WEST VALLEY                   | 36,000.00        | 39,465.50        | 42,931.00        | 37,497.00        | FIREFIGHTER                      |
| SOUTH JORDAN                  | 33,862.00        | 40,976.00        | 48,090.00        | 36,685.00        | Firefighter / EMT Intermediate   |
| MURRAY                        | 36,462.00        | 45,572.50        | 54,683.00        | 36,462.00        | FIREFIGHTER I - GRADE 15         |
| ROY                           | 35,770.00        | 44,006.50        | 52,243.00        | 36,375.00        | FIREFIGHTER/EMT                  |
| SOUTH SALT LAKE               | 34,356.00        | 42,606.00        | 50,856.00        | 35,736.00        | FIREFIGHTER                      |
| PLEASANT GROVE                | 35,709.98        | 43,714.20        | 51,718.43        | 35,709.98        |                                  |
| NORTH DAVIS FIRE DISTRICT     | 0.00             | 0.00             | 0.00             | 35,629.00        |                                  |
| AMERICAN FORK                 | 36,449.70        | 45,561.87        | 54,674.04        | 34,963.56        | FIRE/EMT                         |
| WEBER FIRE DISTRICT           | 32,702.00        | 35,002.50        | 37,303.00        | 34,270.00        | FIRE FIGHTER I/EMT BASIC         |
| <b>SYRACUSE</b>               | <b>33,721.00</b> | <b>41,306.50</b> | <b>48,892.00</b> | <b>33,271.00</b> | <b>FIRE FIGHTER II</b>           |
| SARATOGA SPRINGS              | 0.00             | 0.00             | 0.00             | 31,638.00        | FIREFIGHTER                      |
| WASHINGTON TERRACE            | 28,912.00        | 29,484.00        | 30,056.00        | 30,056.00        | Fire Chief (Volunteer)           |

**JOB TITLE****HUMAN RESOURCES SPEC****REPORTS TO****FINANCE DIRECTOR****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes |
|--------------|--------------|--------------|---------------|----------------------------|-------|
| \$ 41,235.00 | \$ 50,513.00 | \$ 59,791.00 | \$ 55,162.00  | 11                         |       |

**BENCHMARK COMPARISON**

|                  | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                            |
|------------------|------------------|------------------|------------------|------------------|--------------------------------------|
| PROVO            | 45,050.00        | 53,576.00        | 62,102.00        | 62,102.00        | SR HR ANALYST / PAYROLL              |
| <b>SYRACUSE</b>  | <b>41,235.00</b> | <b>50,513.00</b> | <b>59,791.00</b> | <b>55,162.00</b> | <b>HUMAN RESOURCES SPECIALIST</b>    |
| BOUNTIFUL        | 37,749.11        | 47,827.24        | 57,905.36        | 53,125.38        | PAYROLL / BENEFITS ADMINISTRATOR     |
| OREM             | 36,502.00        | 45,627.50        | 54,753.00        | 50,646.00        | ACCOUNTANT                           |
| SALT LAKE CITY   | 36,337.00        | 48,120.50        | 59,904.00        | 46,488.00        | DEPT PERSONNEL/PAYROLL ADMINISTRATOR |
| MURRAY           | 36,462.00        | 45,572.50        | 54,683.00        | 46,363.00        | PAYROLL COORDINATOR - GRADE 15       |
| WEST POINT CITY  | 41,500.00        | 44,750.00        | 48,000.00        | 45,617.00        |                                      |
| LAYTON           | 36,058.00        | 43,269.50        | 50,481.00        | 44,997.00        | PAYROLL & A/P COORDINATOR            |
| RIVERTON         | 35,087.00        | 39,943.50        | 44,800.00        | 42,300.00        | Payroll Coordinator                  |
| SOUTH JORDAN     | 40,976.00        | 49,577.00        | 58,178.00        | 42,037.00        | Payroll Coordinator                  |
| BRIGHAM CITY     | 38,239.00        | 44,987.50        | 51,736.00        | 39,957.00        | PAYROLL COORDINATOR                  |
| SANDY            | 33,904.00        | 43,711.00        | 53,518.00        | 39,770.00        | ACCOUNTING TECHNICIAN                |
| ROY              | 33,030.00        | 40,632.50        | 48,235.00        | 37,482.00        | FINANCE CLERK                        |
| OGDEN            | 30,677.00        | 36,609.00        | 42,541.00        | 31,213.00        | PAYROLL TECHNICIAN                   |
| SARATOGA SPRINGS | 0.00             | 0.00             | 0.00             | 20,569.00        |                                      |

**JOB TITLE****IT DIRECTOR****REPORTS TO****CITY MANAGER****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes |
|--------------|--------------|--------------|---------------|----------------------------|-------|
| \$ 66,973.00 | \$ 82,041.50 | \$ 97,110.00 | \$ 85,809.00  | 5                          |       |

**BENCHMARK COMPARISON**

|                 | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                          |
|-----------------|------------------|------------------|------------------|------------------|------------------------------------|
| WEST JORDAN     | 92,997.00        | 105,841.00       | 118,685.00       | 118,685.00       | CHIEF INFORMATION OFFICER          |
| SALT LAKE CITY  | 96,428.00        | 175,010.50       | 253,593.00       | 114,940.00       | CHIEF INFORMATION OFFICER          |
| OREM            | 72,646.00        | 90,807.00        | 108,968.00       | 108,060.00       | INFORATION SYSTEM DIVISION MANAGER |
| SPANISH FORK    | 80,743.00        | 100,929.00       | 121,115.00       | 104,462.00       | IS DIRECTOR                        |
| PROVO           | 61,037.00        | 84,536.50        | 108,036.00       | 102,501.00       | DIVISION DIRECTOR - IS             |
| SANDY           | 65,062.00        | 83,896.50        | 102,731.00       | 102,190.00       | INFORMATION SERVICES DIRECTOR      |
| SOUTH JORDAN    | 84,739.00        | 102,533.50       | 120,328.00       | 99,757.00        | Director of Business Services      |
| WEST VALLEY     | 72,357.00        | 89,342.50        | 106,328.00       | 96,327.00        | IT MANAGER                         |
| BOUNTIFUL       | 61,480.26        | 77,921.85        | 94,363.45        | 94,363.45        | INFORMATION SYSTEM MANAGER         |
| MIDVALE         | 59,358.00        | 78,040.00        | 96,722.00        | 87,648.00        | IT Manager                         |
| <b>SYRACUSE</b> | <b>66,973.00</b> | <b>82,041.50</b> | <b>97,110.00</b> | <b>85,809.00</b> | <b>IT DIRECTOR</b>                 |
| LAYTON          | 69,503.00        | 83,404.00        | 97,305.00        | 85,035.00        | INFORMATION SYSTEMS MANAGER        |
| CLEARFIELD      | 66,365.00        | 82,956.50        | 99,548.00        | 80,891.00        | INFORMATION SYSTEM DIRECTOR        |
| AMERICAN FORK   | 60,010.68        | 75,012.84        | 90,015.00        | 73,046.28        | AFC NET DIRECTOR                   |

**JOB TITLE**

**PARKS & RECREATION DIRECTOR**

**REPORTS TO**

**CITY MANAGER**

**PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes |
|--------------|--------------|--------------|---------------|----------------------------|-------|
| \$ 57,854.00 | \$ 70,871.00 | \$ 83,888.00 | \$ 70,871.00  | 10                         |       |

**BENCHMARK COMPARISON**

|                    | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                                     |
|--------------------|------------------|------------------|------------------|------------------|-----------------------------------------------|
| SANDY              | 77,896.00        | 100,453.50       | 123,011.00       | 116,605.00       | PARKS AND RECREATION DIRECTOR                 |
| OREM               | 79,282.00        | 99,103.00        | 118,924.00       | 110,004.00       | Recreation Director                           |
| PROVO              | 67,293.00        | 93,201.00        | 119,109.00       | 109,083.00       | DIRECTOR OF PARKS/RECREATION                  |
| WEST VALLEY        | 88,033.00        | 108,698.50       | 129,364.00       | 106,175.00       | PARKS AND REC. DIRECTOR                       |
| SALT LAKE CITY     | 79,331.00        | 105,050.00       | 130,769.00       | 98,862.00        | Operations Division Director                  |
| SPANISH FORK       | 73,334.00        | 91,667.50        | 110,001.00       | 92,584.00        | PARKS & RECREATION DIRECTOR                   |
| SOUTH JORDAN       | 81,619.00        | 98,758.50        | 115,898.00       | 90,522.00        | Director of Community Services                |
| SOUTH SALT LAKE    | 67,299.00        | 87,488.50        | 107,678.00       | 82,404.00        | PARKS AND RECREATION DIRECTOR                 |
| LAYTON             | 77,362.00        | 96,702.00        | 116,042.00       | 82,093.00        | PARKS AND REC. DIRECTOR                       |
| RIVERTON           | 71,053.00        | 80,886.50        | 90,720.00        | 81,517.00        | Parks and Public Services Director            |
| KAYSVILLE          | 54,288.00        | 68,716.86        | 83,145.72        | 80,724.00        | Parks and Recreation Director                 |
| CLINTON            | 57,200.00        | 70,262.50        | 83,325.00        | 80,101.00        | RECREATION DIRECTOR                           |
| SOUTH OGDEN        | 78,000.00        | 78,780.00        | 79,560.00        | 79,560.00        | PARKS AND RECREATION DIRECTOR/PWD             |
| PLEASANT GROVE     | 66,201.68        | 81,041.63        | 95,881.58        | 78,693.35        | Leisure Services Director                     |
| MURRAY             | 53,622.00        | 67,017.50        | 80,413.00        | 77,480.00        | RECREATION DIRECTOR - GRADE 23                |
| OGDEN              | 67,604.00        | 79,534.00        | 91,464.00        | 76,220.00        | RECREATION MANAGER                            |
| SANDY              | 48,963.00        | 63,138.50        | 77,314.00        | 74,464.00        | RECREATION DIVISION MANAGER                   |
| FARMINGTON         | 58,425.00        | 70,901.50        | 83,378.00        | 74,272.00        | LEISURE SERVICES DIRECTOR                     |
| PAYSON             | 48,516.00        | 56,210.00        | 63,904.00        | 74,152.00        | Recreation/Community Schools Program Director |
| CLEARFIELD         | 54,621.00        | 68,286.50        | 81,952.00        | 73,507.00        | RECREATION DIRECTOR                           |
| ROY                | 72,675.00        | 90,032.50        | 107,390.00       | 72,675.00        | RECREATION SERVICES DIRECTOR                  |
| <b>SYRACUSE</b>    | <b>57,854.00</b> | <b>70,871.00</b> | <b>83,888.00</b> | <b>70,871.00</b> | <b>PARKS &amp; RECREATION DIRECTOR</b>        |
| LEHI               | 66,223.00        | 79,481.00        | 92,739.00        | 70,836.00        | RECREATION DIRECTOR                           |
| SPRINGVILLE        | 61,035.00        | 75,585.00        | 90,135.00        | 70,595.00        | PARKS & RECREATION DIRECTOR                   |
| TOOELE             | 55,395.18        | 69,410.49        | 83,425.80        | 68,124.78        | PARKS & RECREATION DIRECTOR                   |
| HERRIMAN           | 66,478.26        | 82,492.70        | 98,507.14        | 67,977.94        | Events & Recreation Manager                   |
| CENTERVILLE        | 51,962.88        | 63,658.20        | 75,353.52        | 65,221.52        |                                               |
| DRAPER             | 49,816.00        | 61,024.60        | 72,233.20        | 63,918.00        | Recreation Manager                            |
| AMERICAN FORK      | 55,723.00        | 69,653.50        | 83,584.00        | 61,526.00        | FC/REC DIRECTOR                               |
| NORTH OGDEN        | 53,552.00        | 65,869.00        | 78,186.00        | 56,271.00        | COMMUNITY SERVICES DIRECTOR                   |
| KAYSVILLE          | 42,536.00        | 53,842.78        | 65,149.56        | 55,390.00        | Recreation Director                           |
| WASHINGTON TERRACE | 27,186.00        | 36,739.00        | 46,292.00        | 44,990.00        | LEISURE SERVICES DIRECTOR                     |
| WEST POINT CITY    | 30,000.00        | 36,000.00        | 42,000.00        | 42,000.00        | Recreation Manager                            |
| SOUTH WEBER CITY   | 41,659.00        | 53,275.00        | 64,891.00        | 41,662.00        |                                               |
| AMERICAN FORK      | 33,053.10        | 41,316.63        | 49,580.16        | 40,904.04        | PROG MNGR/AEROBICS DIR                        |
| HARRISVILLE        | 0.00             | 0.00             | 0.00             | 35,664.00        |                                               |

**JOB TITLE****PARK MAINTENANCE WORKER****REPORTS TO****PARKS SUPERINTENDENT****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes         |
|--------------|--------------|--------------|---------------|----------------------------|---------------|
| \$ 26,562.00 | \$ 32,542.00 | \$ 38,522.00 | \$ 31,041.00  | 4.33 Average               | 3 Individuals |

**BENCHMARK COMPARISON**

|                  | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                          |
|------------------|------------------|------------------|------------------|------------------|------------------------------------|
| WEST BOUNTIFUL   | 31,023.00        | 38,561.00        | 46,099.00        | 45,195.00        | Park Maintenance Worker II         |
| CLEARFIELD       | 27,872.00        | 34,840.00        | 41,808.00        | 38,459.00        | PARK MAINTENANCE SPECIALIST II     |
| AMERICAN FORK    | 28,336.62        | 35,421.03        | 42,505.44        | 38,210.22        | ATHLETIC FIELD SPEC                |
| WEST JORDAN      | 29,869.00        | 33,997.50        | 38,126.00        | 38,126.00        | PARKS MAINTENANCE WORKER II        |
| CLINTON          | 31,990.00        | 39,301.50        | 46,613.00        | 37,523.00        | MAINT WORKER II                    |
| FARMINGTON       | 33,494.00        | 40,412.50        | 47,331.00        | 34,545.00        | PARKS MAINT WORKER II              |
| PROVO            | 29,040.00        | 34,535.50        | 40,031.00        | 34,078.00        | PARKS MAINTENANCE WORKER II        |
| HERRIMAN         | 32,714.86        | 39,891.90        | 47,068.94        | 34,074.46        | Parks Technician II                |
| LEHI             | 32,971.00        | 39,572.00        | 46,173.00        | 33,712.00        | PARK MAINTENANCE WORKER II         |
| PAYSON           | 29,359.00        | 33,223.50        | 37,088.00        | 33,561.00        | PARKS MAINTENANCE WORKER II        |
| NORTH SALT LAKE  | 29,542.59        | 36,326.85        | 43,111.11        | 33,098.14        |                                    |
| SARATOGA SPRINGS | 0.00             | 0.00             | 0.00             | 33,045.00        | PARKS TECHNICIAN                   |
| KAYSVILLE        | 27,601.00        | 34,935.07        | 42,269.14        | 32,905.00        | Parks Maintenance Worker II        |
| MURRAY           | 28,725.00        | 35,921.50        | 43,118.00        | 32,544.00        | MAINTENANCE WORKER II (CITYWIDE)   |
| SPRINGVILLE      | 29,841.00        | 35,379.50        | 40,918.00        | 32,107.00        | PARKS WORKER                       |
| RIVERDALE        | 27,788.00        | 35,952.00        | 44,116.00        | 31,636.00        | PARKS MAINTENANCE II               |
| OGDEN            | 28,486.00        | 33,513.00        | 38,540.00        | 31,526.00        | PARKS MAINTENANCE TECHNICIAN       |
| SOUTH JORDAN     | 30,784.00        | 37,253.00        | 43,722.00        | 31,412.00        | Parks Maintenance Worker           |
| <b>SYRACUSE</b>  | <b>26,562.00</b> | <b>32,542.00</b> | <b>38,522.00</b> | <b>31,041.00</b> | <b>PARKS MAINTENANCE WORKER II</b> |
| RIVERTON         | 21,930.00        | 24,965.00        | 28,000.00        | 30,006.00        | Park Maintenance II                |
| ROY              | 29,723.00        | 36,556.00        | 43,389.00        | 29,963.00        | PARKS EQUIP OPERATOR II            |
| LAYTON           | 27,820.00        | 33,384.50        | 38,949.00        | 28,674.00        | PARKS SPECIALIST II                |
| WEST VALLEY      | 27,142.00        | 33,513.50        | 39,885.00        | 27,142.00        | PARK WORKER I                      |
| SPANISH FORK     | 25,388.00        | 31,735.00        | 38,082.00        | 25,705.00        | PARKS MAINTENANCE WORKER           |

**JOB TITLE****PARKS SUPERINTENDENT****REPORTS TO****PARKS & RECREATION DIRECTOR****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes         |
|--------------|--------------|--------------|---------------|----------------------------|---------------|
| \$ 43,301.00 | \$ 53,048.00 | \$ 62,795.00 | \$ 50,368.00  | 6.33 AVERAGE               | 4 Individuals |

**BENCHMARK COMPARISON**

|                 | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                                      |
|-----------------|------------------|------------------|------------------|------------------|------------------------------------------------|
| MURRAY          | 56,285.00        | 70,366.50        | 84,448.00        | 84,448.00        | PARK SUPERINTENDENT - GRADE 24                 |
| SALT LAKE CITY  | 65,270.00        | 86,423.50        | 107,577.00       | 82,388.00        | Parks & Public Lands Program Director          |
| LEHI            | 66,223.00        | 79,481.00        | 92,739.00        | 79,718.00        | Parks/Building/Cemetery Director               |
| OGDEN           | 67,603.00        | 79,533.00        | 91,463.00        | 79,170.00        | PUBLIC WAYS & PARKS MANAGER                    |
| OREM            | 51,163.00        | 63,954.00        | 76,745.00        | 71,628.00        | PARKS SECTION MANAGER                          |
| BOUNTIFUL       | 45,867.93        | 58,131.58        | 70,395.22        | 70,395.22        | PARKS SUPERINTENDENT                           |
| DRAPER          | 49,816.00        | 61,024.60        | 72,233.20        | 69,763.00        | Parks Manager                                  |
| SANDY           | 48,963.00        | 63,138.50        | 77,314.00        | 69,181.00        | PARK SUPERINTENDENT/ DIVISION MANAGER          |
| PAYSON          | 58,016.00        | 65,884.50        | 73,753.00        | 68,390.00        | Water/Parks/Cemetery Supterintendent           |
| WEST JORDAN     | 58,178.00        | 66,206.50        | 74,235.00        | 67,350.00        | PARKS SUPERINTENDENT                           |
| HERRIMAN        | 49,382.32        | 60,404.87        | 71,427.41        | 65,579.07        | Parks Manager                                  |
| CENTERVILLE     | 51,962.88        | 63,658.20        | 75,353.52        | 65,221.52        | PARKS & CEMETERY SUPERVISOR                    |
| KAYSVILLE       | 42,536.00        | 53,842.78        | 65,149.56        | 63,252.00        | Parks Foreman                                  |
| AMERICAN FORK   | 44,593.38        | 55,741.98        | 66,890.58        | 63,054.36        | PARKS SUPERINTENDENT                           |
| WEST VALLEY     | 50,837.00        | 62,771.00        | 74,705.00        | 62,846.00        | PARK MAINTENANCE SUPERINTENDENT                |
| RIVERTON        | 50,877.00        | 57,918.50        | 64,960.00        | 62,830.00        | Parks Operations Manager                       |
| CLEARFIELD      | 52,021.00        | 65,041.50        | 78,062.00        | 62,317.00        | PARKS & BLDG SUPERINTENDENT                    |
| ROY             | 40,747.00        | 50,117.50        | 59,488.00        | 58,906.00        | PARKS SUPERINTENDENT                           |
| NORTH SALT LAKE | 41,815.97        | 51,572.15        | 61,328.33        | 54,678.05        | PARK SUPERINTENDENT                            |
| LAYTON          | 52,113.00        | 62,535.50        | 72,958.00        | 53,496.00        | PARK SUPERINTENDENT                            |
| CLINTON         | 44,883.00        | 55,134.50        | 65,386.00        | 52,582.00        | PARK SUPERVISOR                                |
| SPRINGVILLE     | 47,286.00        | 57,298.00        | 67,310.00        | 50,939.00        | Parks Supervisor                               |
| <b>SYRACUSE</b> | <b>43,301.00</b> | <b>53,048.00</b> | <b>62,795.00</b> | <b>50,368.00</b> | <b>PARKS, STREETS, OR WATER SUPERINTENDENT</b> |
| WOODS CROSS     | 40,704.00        | 50,436.00        | 60,168.00        | 48,734.00        | Properties Supervisor                          |
| FARMINGTON      | 42,894.00        | 51,888.00        | 60,882.00        | 45,214.00        | PARK SUPERINTENDENT                            |
| NORTH OGDEN     | 42,008.00        | 54,835.00        | 67,662.00        | 42,000.00        | Park Supervisor                                |
| SOUTH OGDEN     | 39,956.00        | 40,154.00        | 40,352.00        | 0.00             | PARK SUPERINTENDENT                            |

**JOB TITLE**

**PLANNER**

**REPORTS TO**

**COMMUNITY & ECONOMIC DEV. DIRECTOR**

**PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes |
|--------------|--------------|--------------|---------------|----------------------------|-------|
| \$ 37,398.00 | \$ 45,812.00 | \$ 54,226.00 | \$ 45,760.00  | 0.25                       |       |

**BENCHMARK COMPARISON**

|                 | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                           |
|-----------------|------------------|------------------|------------------|------------------|-------------------------------------|
| MURRAY          | 42,037.00        | 52,561.50        | 63,086.00        | 61,922.00        | ASSOCIATE PLANNER - GRADE 18        |
| OREM            | 39,854.00        | 49,818.00        | 59,782.00        | 56,912.00        | ASSOCIATE PLANNER                   |
| AMERICAN FORK   | 44,593.38        | 55,741.98        | 66,890.58        | 54,652.62        | ASSOCIATE PLANNER                   |
| EAGLE MOUNTAIN  | 41,969.62        | 49,318.05        | 56,666.48        | 53,164.80        | SENIOR PLANNER                      |
| SPRINGVILLE     | 36,625.00        | 44,394.50        | 52,164.00        | 51,937.00        | PLANNER I                           |
| PROVO           | 37,063.00        | 44,077.00        | 51,091.00        | 46,286.00        | PLANNER I                           |
| <b>SYRACUSE</b> | <b>37,398.00</b> | <b>45,812.00</b> | <b>54,226.00</b> | <b>45,760.00</b> | <b>PLANNER I/GRANTS SPECIALIST</b>  |
| HERRIMAN        | 38,477.71        | 47,197.18        | 55,916.64        | 45,654.75        | Planner I/ Administrative Assistant |
| LAYTON          | 39,003.00        | 46,803.50        | 54,604.00        | 42,299.00        | PLANNER I - CURRENT PLANNER         |
| LEHI            | 41,600.00        | 49,928.50        | 58,257.00        | 41,600.00        | Planner I                           |
| PLEASANT GROVE  | 36,602.75        | 44,806.85        | 53,010.95        | 41,412.05        |                                     |
| SOUTH SALT LAKE | 32,904.00        | 41,340.00        | 49,776.00        | 37,032.00        |                                     |
| CENTERVILLE     | 33,326.46        | 40,824.48        | 48,322.50        | 36,777.72        | PLANNER I                           |
| PAYSON          | 32,787.00        | 37,146.00        | 41,505.00        | 35,947.00        | Management Analyst                  |

**JOB TITLE****POLICE CHIEF****REPORTS TO****CITY MANAGER****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX     | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes |
|--------------|--------------|---------------|---------------|----------------------------|-------|
| \$ 73,838.00 | \$ 90,451.00 | \$ 107,064.00 | \$ 94,604.00  | 19                         |       |

**BENCHMARK COMPARISON**

|                    | RANGE MIN        | RANGE MID        | RANGE MAX         | ACTUAL SALARY    | JOB TITLE               |
|--------------------|------------------|------------------|-------------------|------------------|-------------------------|
| SALT LAKE CITY     | 96,428.00        | 175,010.50       | 253,593.00        | 132,600.00       | CHIEF OF POLICE         |
| SANDY              | 83,658.00        | 107,890.00       | 132,122.00        | 132,122.00       | POLICE CHIEF            |
| WEST VALLEY        | 95,217.00        | 117,568.50       | 139,920.00        | 126,761.00       | POLICE CHIEF            |
| LAYTON             | 84,439.00        | 105,549.00       | 126,659.00        | 126,161.00       | POLICE CHIEF            |
| OREM               | 85,642.00        | 107,053.00       | 128,464.00        | 125,252.00       | PUBLIC SAFETY DIRECTOR  |
| MURRAY             | 87,256.00        | 109,075.00       | 130,894.00        | 123,926.00       | POLICE CHIEF - GRADE 33 |
| SOUTH JORDAN       | 84,739.00        | 102,533.50       | 120,328.00        | 120,328.00       | Chief of Police         |
| LEHI               | 83,554.00        | 102,362.00       | 121,170.00        | 119,546.00       | POLICE CHIEF            |
| SOUTH SALT LAKE    | 77,393.00        | 100,611.00       | 123,829.00        | 115,860.00       | POLICE CHIEF            |
| PROVO              | 70,658.00        | 97,861.50        | 125,065.00        | 109,774.00       | POLICE CHIEF            |
| OGDEN              | 90,919.00        | 106,963.50       | 123,008.00        | 109,695.00       | POLICE CHIEF            |
| BOUNTIFUL          | 71,170.66        | 90,196.37        | 109,222.08        | 109,222.08       | POLICE CHIEF            |
| SPRINGVILLE        | 71,155.00        | 89,989.00        | 108,823.00        | 108,821.00       | POLICE CHIEF            |
| TAYLORSVILLE       | 75,875.00        | 95,602.50        | 115,330.00        | 106,582.00       | POLICE CHIEF            |
| DRAPER             | 80,205.00        | 98,251.00        | 116,297.00        | 105,019.00       | Police Chief            |
| NORTH SALT LAKE    | 64,124.66        | 79,540.48        | 94,956.30         | 103,199.11       | POLICE CHIEF            |
| COTTONWOOD HEIGHTS | 0.00             | 0.00             | 0.00              | 102,700.00       |                         |
| SPANISH FORK       | 73,334.00        | 91,667.50        | 110,001.00        | 102,667.00       | PUBLIC SAFETY DIRECTOR  |
| ROY                | 72,675.00        | 90,032.50        | 107,390.00        | 101,358.00       | POLICE CHIEF            |
| PLEASANT GROVE     | 73,074.30        | 89,454.83        | 105,835.35        | 100,735.98       | POLICE CHIEF            |
| SOUTH OGDEN        | 79,893.00        | 99,798.50        | 119,704.00        | 97,094.00        | Public Safety Director  |
| TOOELE             | 66,130.68        | 82,562.37        | 98,994.06         | 96,108.48        | CHIEF OF POLICE         |
| AMERICAN FORK      | 71,415.30        | 89,269.38        | 107,123.46        | 95,387.34        | POLICE CHIEF            |
| SARATOGA SPRINGS   | 0.00             | 0.00             | 0.00              | 94,996.00        | POLICE CHIEF            |
| RIVERDALE          | 66,102.00        | 85,602.00        | 105,102.00        | 94,785.00        | POLICE CHIEF            |
| <b>SYRACUSE</b>    | <b>73,838.00</b> | <b>90,451.00</b> | <b>107,064.00</b> | <b>94,604.00</b> | <b>POLICE CHIEF</b>     |
| CLEARFIELD         | 80,704.00        | 100,880.00       | 121,056.00        | 91,000.00        | POLICE CHIEF            |
| CENTERVILLE        | 66,510.12        | 81,478.11        | 96,446.10         | 89,382.09        | POLICE CHIEF            |
| CLINTON            | 66,144.00        | 81,255.00        | 96,366.00         | 89,024.00        | POLICE CHIEF            |
| FARMINGTON         | 70,329.00        | 85,501.50        | 100,674.00        | 88,292.00        | POLICE CHIEF            |
| BRIGHAM CITY       | 74,861.00        | 93,576.00        | 112,291.00        | 87,027.00        | POLICE CHIEF            |
| WOODS CROSS        | 64,800.00        | 79,824.00        | 94,848.00         | 87,000.00        | POLICE CHIEF            |
| WEST BOUNTIFUL     | 62,212.00        | 77,328.00        | 92,444.00         | 83,729.00        | POLICE CHIEF            |
| SUNSET             | 55,598.00        | 75,264.50        | 94,931.00         | 80,787.00        | POLICE CHIEF            |
| KAYSVILLE          | 56,992.00        | 72,147.40        | 87,302.80         | 77,563.00        | Police Chief            |
| NORTH OGDEN        | 69,331.00        | 83,543.50        | 97,756.00         | 76,136.00        | POLICE CHIEF            |
| PAYSON             | 73,526.00        | 82,370.00        | 91,214.00         | 75,182.00        | POLICE CHIEF            |
| HARRISVILLE        | 0.00             | 0.00             | 0.00              | 64,813.00        |                         |

**JOB TITLE****POLICE LIEUTENANT****REPORTS TO****POLICE CHIEF****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes |
|--------------|--------------|--------------|---------------|----------------------------|-------|
| \$ 58,032.00 | \$ 71,094.50 | \$ 84,157.00 | \$ 71,094.00  | 14                         |       |

**BENCHMARK COMPARISON**

|                 | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                                  |
|-----------------|------------------|------------------|------------------|------------------|--------------------------------------------|
| SPRINGVILLE     | 61,035.00        | 75,585.00        | 90,135.00        | 89,954.00        | POLICE LIEUTENANT                          |
| SPANISH FORK    | 57,738.00        | 72,172.50        | 86,607.00        | 86,984.00        | POLICE / SHERIFF LIEUTENANT                |
| MURRAY          | 59,072.00        | 73,840.00        | 88,608.00        | 86,330.00        | LIEUTENANT (POLICE) - GRADE 25             |
| SALT LAKE CITY  | 62,150.00        | 82,305.00        | 102,460.00       | 85,508.00        | POLICE LIEUTENANT                          |
| WEST JORDAN     | 67,454.00        | 76,772.50        | 86,091.00        | 85,272.00        | POLICE LIEUTENANT                          |
| DRAPER          | 66,290.00        | 81,204.96        | 96,119.92        | 84,136.00        | Police Lieutenant (Assistant Police Chief) |
| SOUTH JORDAN    | 59,987.00        | 72,581.50        | 85,176.00        | 81,682.00        | Police Lieutenant                          |
| OREM            | 59,934.00        | 74,917.00        | 89,900.00        | 80,550.00        | POLICE LIEUTENANT                          |
| BOUNTIFUL       | 58,551.39        | 74,206.68        | 89,861.97        | 80,516.32        | POLICE LIEUTENANT                          |
| SOUTH SALT LAKE | 73,728.00        | 76,734.00        | 79,740.00        | 79,740.00        | POLICE LIEUTENANT                          |
| LEHI            | 61,285.00        | 73,554.50        | 85,824.00        | 78,699.00        | POLICE LIEUTENANT                          |
| CENTERVILLE     | 54,582.24        | 66,859.98        | 79,137.72        | 78,229.82        |                                            |
| SANDY           | 63,939.00        | 72,893.50        | 81,848.00        | 77,700.00        | POLICE LIEUTENANT                          |
| TAYLORSVILLE    | 76,752.00        | 84,171.50        | 91,591.00        | 76,815.00        | POLICE LIEUTENANT                          |
| PROVO           | 60,371.00        | 71,796.50        | 83,222.00        | 76,682.00        | POLICE LIEUTENANT                          |
| LAYTON          | 65,033.00        | 78,039.50        | 91,046.00        | 75,669.00        | POLICE LIEUTENANT                          |
| WEST VALLEY     | 70,710.00        | 74,334.00        | 77,958.00        | 75,104.00        | POLICE LIEUTENANT                          |
| CLEARFIELD      | 57,325.00        | 71,666.50        | 86,008.00        | 73,000.00        | LIEUTENANT                                 |
| <b>SYRACUSE</b> | <b>58,032.00</b> | <b>71,094.50</b> | <b>84,157.00</b> | <b>71,094.00</b> | <b>POLICE LIEUTENANT</b>                   |
| OGDEN           | 61,246.00        | 72,054.00        | 82,862.00        | 69,603.00        | POLICE LIEUTENANT                          |
| AMERICAN FORK   | 55,722.60        | 69,653.25        | 83,583.90        | 69,174.36        | POLICE LT/INVESTIG/PATROL                  |
| BRIGHAM CITY    | 56,132.00        | 70,165.00        | 84,198.00        | 69,066.00        | POLICE LIEUTENANT                          |
| RIVERDALE       | 55,848.00        | 70,772.00        | 85,696.00        | 69,000.00        | LIEUTENANT                                 |
| SOUTH OGDEN     | 53,040.00        | 65,572.00        | 78,104.00        | 68,931.00        | POLICE LIEUTENANT                          |
| PLEASANT GROVE  | 55,694.40        | 68,177.36        | 80,660.33        | 68,830.80        | POLICE / SHERIFF LIEUTENANT                |
| KAYSVILLE       | 46,883.00        | 59,347.82        | 71,812.63        | 67,721.00        | Police Lieutenant                          |
| FARMINGTON      | 51,625.00        | 62,575.50        | 73,526.00        | 65,738.00        | POLICE LIEUTENANT                          |
| SUNSET          | 43,555.00        | 59,540.00        | 75,525.00        | 65,437.00        | Police Lieutenant                          |
| CLINTON         | 51,896.00        | 63,752.00        | 75,608.00        | 64,522.00        | DETECTIVE LIEUTENANT                       |
| PAYSON          | 58,636.00        | 65,896.00        | 73,156.00        | 61,379.00        | POLICE LIEUTENANT                          |
| TOOELE          | 51,681.36        | 64,546.62        | 77,411.88        | 61,138.80        | POLICE LIEUTENANT                          |
| HARRISVILLE     | 0.00             | 0.00             | 0.00             | 51,459.00        |                                            |

**JOB TITLE****POLICE SERGEANT****REPORTS TO****POLICE CHIEF****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes         |
|--------------|--------------|--------------|---------------|----------------------------|---------------|
| \$ 47,757.00 | \$ 58,500.00 | \$ 69,243.00 | \$ 55,806.00  | 13.25 Average              | 4 Individuals |

**BENCHMARK COMPARISON**

|                    | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                 |
|--------------------|------------------|------------------|------------------|------------------|---------------------------|
| SALT LAKE CITY     | 53,684.00        | 71,094.00        | 88,504.00        | 72,820.00        | POLICE SERGEANT           |
| TAYLORSVILLE       | 59,636.00        | 65,776.00        | 71,916.00        | 71,445.00        | POLICE SERGEANT           |
| MURRAY             | 51,085.00        | 63,866.50        | 76,648.00        | 68,777.00        | SERGEANT - GRADE 22       |
| BOUNTIFUL          | 48,172.51        | 59,671.59        | 71,170.66        | 68,672.48        | POLICE SERGEANT           |
| SARATOGA SPRINGS   | 0.00             | 0.00             | 0.00             | 67,625.00        | POLICE SERGEANT           |
| WEST JORDAN        | 54,018.00        | 61,485.00        | 68,952.00        | 66,934.00        | POLICE SERGEANT           |
| SPRINGVILLE        | 49,743.00        | 60,297.50        | 70,852.00        | 66,466.00        | POLICE / SHERIFF SERGEANT |
| SOUTH SALT LAKE    | 57,720.00        | 63,972.00        | 70,224.00        | 66,181.00        | POLICE SERGEANT           |
| COTTONWOOD HEIGHTS | 0.00             | 0.00             | 0.00             | 65,813.00        |                           |
| LAYTON             | 53,055.00        | 63,671.50        | 74,288.00        | 65,528.00        | POLICE SERGEANT           |
| SANDY              | 54,829.00        | 62,483.50        | 70,138.00        | 64,781.00        | POLICE SERGEANT           |
| NORTH SALT LAKE    | 43,966.76        | 54,224.35        | 64,481.94        | 64,481.94        | SERGEANT / DETECTIVE II   |
| CLEARFIELD         | 47,278.00        | 59,092.50        | 70,907.00        | 64,214.00        | SERGEANT                  |
| LEHI               | 52,487.00        | 62,995.00        | 73,503.00        | 64,204.00        | POLICE SERGEANT           |
| PROVO              | 49,667.00        | 59,067.00        | 68,467.00        | 64,199.00        | POLICE SERGEANT           |
| SOUTH JORDAN       | 49,587.00        | 59,997.50        | 70,408.00        | 63,975.00        | Police Sergeant           |
| DRAPER             | 54,787.00        | 67,114.22        | 79,441.44        | 63,783.00        | Sergeant                  |
| OREM               | 51,163.00        | 63,954.00        | 76,745.00        | 62,663.00        | POLICE SARGEANT           |
| WOODS CROSS        | 45,720.00        | 56,574.00        | 67,428.00        | 62,244.00        | POLICE / SHERIFF SERGEANT |
| WEST VALLEY        | 59,868.00        | 63,605.50        | 67,343.00        | 61,884.00        | POLICE SERGEANT           |
| SUNSET             | 42,515.00        | 52,780.00        | 63,045.00        | 59,426.00        | Police Sergeant           |
| RIVERDALE          | 46,363.00        | 59,259.00        | 72,155.00        | 59,000.00        | POLICE SERGEANT           |
| KAYSVILLE          | 42,536.00        | 53,842.78        | 65,149.56        | 58,725.00        | Police Sergeant           |
| OGDEN              | 51,524.00        | 60,616.50        | 69,709.00        | 58,618.00        | POLICE SERGEANT           |
| ROY                | 47,133.00        | 57,959.50        | 68,786.00        | 58,365.00        | POLICE SERGEANT           |
| SPANISH FORK       | 48,116.00        | 60,145.00        | 72,174.00        | 57,433.00        | POLICE / SHERIFF SERGEANT |
| SOUTH OGDEN        | 45,884.00        | 55,650.00        | 65,416.00        | 56,617.00        | POLICE SERGEANT           |
| <b>SYRACUSE</b>    | <b>47,757.00</b> | <b>58,500.00</b> | <b>69,243.00</b> | <b>55,806.00</b> | <b>POLICE SERGEANT</b>    |
| TOOELE             | 43,328.58        | 54,121.20        | 64,913.82        | 55,714.44        | POLICE SERGEANT           |
| AMERICAN FORK      | 44,593.38        | 55,741.98        | 66,890.58        | 54,657.72        | POLICE SGT/PATROL         |
| PAYSON             | 48,390.00        | 54,211.00        | 60,032.00        | 53,776.00        | POLICE SERGEANT           |
| BRIGHAM CITY       | 48,950.00        | 57,588.00        | 66,226.00        | 53,357.00        | SERGEANT                  |
| PLEASANT GROVE     | 49,225.63        | 60,258.73        | 71,291.83        | 52,786.48        | POLICE / SHERIFF SERGEANT |
| FARMINGTON         | 45,637.00        | 55,239.50        | 64,842.00        | 51,739.00        | POLICE SERGEANT           |
| NORTH OGDEN        | 40,984.00        | 53,498.00        | 66,012.00        | 50,316.00        | SERGEANT                  |
| CLINTON            | 44,886.00        | 55,127.50        | 65,369.00        | 49,067.00        | POLICE SERGEANT           |
| HARRISVILLE        | 0.00             | 0.00             | 0.00             | 45,760.00        |                           |

**JOB TITLE****POLICE OFFICER I****REPORTS TO****POLICE CHIEF****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes         |
|--------------|--------------|--------------|---------------|----------------------------|---------------|
| \$ 35,610.00 | \$ 43,628.00 | \$ 51,646.00 | \$ 37,814.00  | 3 Average                  | 5 Individuals |

**BENCHMARK COMPARISON**

|                 | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE               |
|-----------------|------------------|------------------|------------------|------------------|-------------------------|
| WEST VALLEY     | 38,367.00        | 47,692.00        | 57,017.00        | 48,345.00        | POLICE OFFICER          |
| TAYLORSVILLE    | 35,112.00        | 43,142.00        | 51,172.00        | 44,992.00        | POLICE OFFICER I        |
| WEST JORDAN     | 40,165.00        | 45,718.50        | 51,272.00        | 44,377.00        | POLICE OFFICER I        |
| LEHI            | 38,498.00        | 46,205.50        | 53,913.00        | 44,103.00        | POLICE OFFICER I        |
| BOUNTIFUL       | 35,940.44        | 44,522.04        | 53,103.64        | 40,376.70        | POLICE OFFICER I        |
| SOUTH JORDAN    | 33,862.00        | 40,975.50        | 48,089.00        | 40,045.00        | Police Officer          |
| MURRAY          | 36,462.00        | 45,572.50        | 54,683.00        | 39,817.00        | POLICE OFFICER I        |
| FARMINGTON      | 35,642.00        | 43,025.50        | 50,409.00        | 39,792.00        | POLICE OFFICER I        |
| SALT LAKE CITY  | 34,287.00        | 43,081.00        | 51,875.00        | 39,540.00        | POLICE OFFICER          |
| OGDEN           | 38,311.00        | 45,071.50        | 51,832.00        | 39,293.00        | POLICE OFFICER          |
| DRAPER          | 37,440.00        | 45,864.00        | 54,288.00        | 39,184.00        | Police Officer I        |
| LAYTON          | 38,043.00        | 45,651.50        | 53,260.00        | 38,649.00        | POLICE OFFICER I        |
| PROVO           | 38,012.00        | 43,335.00        | 48,658.00        | 38,491.00        | POLICE OFFICER I        |
| NORTH SALT LAKE | 35,948.26        | 44,385.95        | 52,823.65        | 38,216.78        | POLICE OFFICER I        |
| CENTERVILLE     | 35,012.52        | 42,886.92        | 50,761.32        | 38,129.03        | POLICE OFFICER I        |
| <b>SYRACUSE</b> | <b>35,610.00</b> | <b>43,628.00</b> | <b>51,646.00</b> | <b>37,814.00</b> | <b>POLICE OFFICER I</b> |
| ROY             | 35,797.00        | 44,023.50        | 52,250.00        | 37,774.00        | POLICE OFFICER          |
| CLEARFIELD      | 35,381.00        | 44,241.50        | 53,102.00        | 37,211.00        | POLICE OFFICER I        |
| WEST BOUNTIFUL  | 34,088.00        | 42,370.50        | 50,653.00        | 36,363.00        | POLICE OFFICER          |
| SOUTH OGDEN     | 33,321.00        | 40,850.50        | 48,380.00        | 36,192.00        | POLICE OFFICER I        |
| SPRINGVILLE     | 34,800.00        | 42,174.50        | 49,549.00        | 35,339.00        | POLICE OFFICER          |
| TOOELE          | 34,216.92        | 42,704.34        | 51,191.76        | 34,216.92        | POLICE OFFICER I        |
| BRIGHAM CITY    | 32,170.00        | 37,846.50        | 43,523.00        | 33,405.00        | POLICE OFFICER I        |
| NORTH OGDEN     | 31,340.00        | 40,754.00        | 50,168.00        | 31,340.00        | POLICE OFFICER I        |
| HARRISVILLE     | 27,331.00        | 29,275.50        | 31,220.00        | 27,331.00        |                         |

**JOB TITLE****POLICE OFFICER II****REPORTS TO****POLICE CHIEF****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes         |
|--------------|--------------|--------------|---------------|----------------------------|---------------|
| \$ 37,398.00 | \$ 45,812.00 | \$ 54,226.00 | \$ 42,338.00  | 8.17 Average               | 6 Individuals |

**BENCHMARK COMPARISON**

|                 | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                |
|-----------------|------------------|------------------|------------------|------------------|--------------------------|
| WEST JORDAN     | 42,203.00        | 48,027.00        | 53,851.00        | 53,129.00        | POLICE OFFICER II        |
| SOUTH JORDAN    | 37,252.00        | 45,073.00        | 52,894.00        | 49,020.00        | Senior Police Officer    |
| BOUNTIFUL       | 39,623.00        | 49,087.20        | 58,551.39        | 47,870.20        | POLICE OFFICER II        |
| FARMINGTON      | 37,908.00        | 45,792.50        | 53,677.00        | 47,580.00        | POLICE OFFICER II        |
| MURRAY          | 40,061.00        | 50,086.50        | 60,112.00        | 47,311.00        | POLICE OFFICER II        |
| WEST BOUNTIFUL  | 36,525.00        | 45,399.50        | 54,274.00        | 47,249.00        | POLICE OFFICER           |
| SPRINGVILLE     | 38,541.00        | 46,708.00        | 54,875.00        | 46,682.00        | CORPORAL                 |
| RIVERDALE       | 36,192.00        | 46,623.00        | 57,054.00        | 45,560.00        | POLICE OFFICER II        |
| LEHI            | 44,952.00        | 53,951.00        | 62,950.00        | 45,448.00        | POLICE OFFICER II        |
| DRAPER          | 41,184.00        | 50,450.40        | 59,716.80        | 45,235.00        | Police Officer II        |
| PROVO           | 40,886.00        | 47,266.00        | 53,646.00        | 44,271.00        | POLICE OFFICER II        |
| WOODS CROSS     | 38,400.00        | 47,616.00        | 56,832.00        | 43,326.00        | POLICE OFFICER II        |
| SPANISH FORK    | 39,018.00        | 48,772.50        | 58,527.00        | 43,173.00        | PATROL OFFICER           |
| CENTERVILLE     | 36,771.00        | 45,048.81        | 53,326.62        | 42,439.05        | POLICE OFFICER II        |
| <b>SYRACUSE</b> | <b>37,398.00</b> | <b>45,812.00</b> | <b>54,226.00</b> | <b>42,338.00</b> | <b>POLICE OFFICER II</b> |
| LAYTON          | 40,994.00        | 49,193.00        | 57,392.00        | 41,870.00        | POLICE OFFICER II        |
| CLEARFIELD      | 38,896.00        | 48,620.00        | 58,344.00        | 41,828.00        | POLICE OFFICER II        |
| PLEASANT GROVE  | 38,455.95        | 47,075.18        | 55,694.40        | 41,331.08        | POLICE OFFICER II        |
| SOUTH OGDEN     | 36,275.00        | 44,740.50        | 53,206.00        | 40,996.00        | POLICE OFFICER II        |
| CLINTON         | 36,982.00        | 45,437.50        | 53,893.00        | 40,838.00        | POLICE OFFICER           |
| AMERICAN FORK   | 36,449.70        | 45,561.87        | 54,674.04        | 40,829.58        | POLICE DET/PATROL        |
| KAYSVILLE       | 33,404.00        | 42,282.05        | 51,160.10        | 40,066.00        | Police Officer II        |
| PAYSON          | 36,874.00        | 41,657.50        | 46,441.00        | 39,540.00        | PATROL OFFICER           |
| NORTH OGDEN     | 33,752.00        | 43,280.50        | 52,809.00        | 37,442.00        | POLICE OFFICER II        |
| TOOELE          | 36,288.54        | 45,310.95        | 54,333.36        | 37,276.92        | POLICE OFFICER II        |
| HARRISVILLE     | 31,220.00        | 32,957.00        | 34,694.00        | 32,984.00        |                          |
| NORTH SALT LAKE | 37,806.72        | 46,627.58        | 55,448.44        | 26,861.98        | POLICE OFFICER II        |
| SALT LAKE CITY  | 38,159.00        | 49,615.00        | 61,071.00        | 0.00             | POLICE OFFICER *         |
| SUNSET          | 32,490.00        | 45,063.50        | 57,637.00        | 0.00             | POLICE OFFICER II        |

**JOB TITLE****PUBLIC WORKS DIRECTOR****REPORTS TO****CITY MANAGER****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX     | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes |
|--------------|--------------|---------------|---------------|----------------------------|-------|
| \$ 73,838.00 | \$ 90,451.00 | \$ 107,064.00 | \$ 90,000.00  | 0.75                       |       |

**BENCHMARK  
COMPARISON**

|                 | RANGE MIN        | RANGE MID        | RANGE MAX         | ACTUAL SALARY    | JOB TITLE                               |
|-----------------|------------------|------------------|-------------------|------------------|-----------------------------------------|
| SANDY           | 83,658.00        | 107,890.00       | 132,122.00        | 132,122.00       | PUBLIC WORKS DIRECTOR                   |
| SALT LAKE CITY  | 96,429.00        | 175,011.50       | 253,594.00        | 127,836.00       | DIRECTOR-PUBLIC SERVICES                |
| PROVO           | 74,191.00        | 102,754.50       | 131,318.00        | 127,502.00       | PUBLIC WORKS DIRECTOR                   |
| LAYTON          | 86,274.00        | 107,842.00       | 129,410.00        | 125,958.00       | PUBLIC WORKS DIRECTOR                   |
| MURRAY          | 91,645.00        | 114,566.50       | 137,488.00        | 124,696.00       | PUBLIC SERVICES DIRECTOR - GRADE 34     |
| WEST VALLEY     | 88,033.00        | 108,698.50       | 129,364.00        | 123,131.00       | PUBLIC WORKS DIRECTOR                   |
| OREM            | 85,642.00        | 107,053.00       | 128,464.00        | 122,040.00       | PUBLIC WORKS DIRECTOR                   |
| BOUNTIFUL       | 78,470.56        | 99,401.74        | 120,332.92        | 120,332.92       | PUBLIC WORKS DIRECTOR / CITY ENGINEER   |
| WEST JORDAN     | 92,997.00        | 105,841.00       | 118,685.00        | 118,685.00       | PUBLIC WORKS DIRECTOR                   |
| RIVERTON        | 103,509.00       | 117,834.50       | 132,160.00        | 118,406.00       | PUBLIC WORKS DIRECTOR/ CITY ENGINEER    |
| MIDVALE         | 73,190.00        | 96,369.00        | 119,548.00        | 113,797.00       | PUBLIC WORKS DIRECTOR                   |
| SPRINGVILLE     | 71,155.00        | 89,989.00        | 108,823.00        | 106,787.00       | PUBLIC WORKS DIRECTOR                   |
| SOUTH SALT LAKE | 77,393.00        | 100,611.00       | 123,829.00        | 105,168.00       | PW DIRECTOR/CITY ENGINEER               |
| OGDEN           | 90,919.00        | 106,963.50       | 123,008.00        | 103,000.00       | PUBLIC SERVICES DIRECTOR                |
| RIVERDALE       | 66,102.00        | 85,602.00        | 105,102.00        | 101,628.00       | PUBLIC WORKS DIRECTOR                   |
| SPANISH FORK    | 80,743.00        | 100,929.00       | 121,115.00        | 100,929.00       | PUBLIC WORKS DIRECTOR                   |
| CLEARFIELD      | 76,814.00        | 96,012.50        | 115,211.00        | 93,017.00        | PUBLIC WORKS DIRECTOR                   |
| CENTERVILLE     | 60,250.38        | 73,809.75        | 87,369.12         | 91,229.54        | PUBLIC WORKS DIRECTOR                   |
| FARMINGTON      | 70,329.00        | 85,501.50        | 100,674.00        | 90,787.00        | PUBLIC WORKS DIRECTOR                   |
| <b>SYRACUSE</b> | <b>73,838.00</b> | <b>90,451.00</b> | <b>107,064.00</b> | <b>90,000.00</b> | <b>PUBLIC WORKS DIRECTOR</b>            |
| NORTH SALT LAKE | 60,630.01        | 75,206.43        | 89,782.84         | 89,782.84        | PUBLIC WORKS DIRECTOR                   |
| WOODS CROSS     | 61,152.00        | 75,378.00        | 89,604.00         | 89,603.00        | PUBLIC WORKS DIRECTOR                   |
| SUNSET          | 58,344.00        | 78,863.00        | 99,382.00         | 89,378.00        | PUBLIC WORKS DIRECTOR                   |
| AMERICAN FORK   | 71,415.30        | 89,269.38        | 107,123.46        | 86,836.68        | PUBLIC WORKS DIRECTOR                   |
| SOUTH JORDAN    | 81,619.00        | 98,758.50        | 115,898.00        | 85,966.00        | Director of Public Works                |
| CLINTON         | 66,144.00        | 81,255.00        | 96,366.00         | 85,571.00        | PUBLIC WORKS DIRECTOR                   |
| PAYSON          | 71,310.00        | 81,329.00        | 91,348.00         | 84,988.00        | PUBLIC WORKS/DEVELOPMENT SERVS DIRECTOR |
| KAYSVILLE       | 56,992.00        | 72,147.40        | 87,302.80         | 84,760.00        | Public Works Superintendent             |

|                    |           |           |            |           |                                         |
|--------------------|-----------|-----------|------------|-----------|-----------------------------------------|
| PLEASANT GROVE     | 66,201.68 | 81,041.63 | 95,881.58  | 80,660.33 | PUBLIC WORKS DIRECTOR                   |
| SOUTH OGDEN        | 64,106.00 | 80,080.00 | 96,054.00  | 79,560.00 | PUBLIC WORKS DIRECTOR                   |
| BRIGHAM CITY       | 68,351.00 | 85,438.50 | 102,526.00 | 77,646.00 | PUBLIC WORKS DIRECTOR                   |
| SOUTH WEBER CITY   | 53,714.00 | 68,690.00 | 83,666.00  | 77,584.00 | Public Works Director/Building Official |
| WASHINGTON TERRACE | 54,080.00 | 65,520.00 | 76,960.00  | 77,001.00 | PUBLIC WORKS DIRECTOR                   |
| SARATOGA SPRINGS   | 0.00      | 0.00      | 0.00       | 76,343.00 | PUBLIC WORKS SUPERVISOR                 |
| NORTH OGDEN        | 63,406.00 | 78,623.00 | 93,840.00  | 74,126.00 | PUBLIC WORKS DIRECTOR                   |
| ROY                | 72,675.00 | 90,032.50 | 107,390.00 | 72,675.00 | PUBLIC WORKS DIRECTOR                   |
| HERRIMAN           | 65,128.96 | 76,954.91 | 88,780.85  | 69,628.00 | Operations Director                     |
| HARRISVILLE        | 0.00      | 0.00      | 0.00       | 65,686.00 |                                         |
| COTTONWOOD HEIGHTS | 0.00      | 0.00      | 0.00       | 60,850.00 |                                         |
| WEST POINT CITY    | 57,500.00 | 60,750.00 | 64,000.00  | 58,000.00 | PUBLIC WORKS DIRECTOR                   |

**JOB TITLE****PUBLIC WORKS INSPECTOR****REPORTS TO****PUBLIC WORKS DIRECTOR****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes |
|--------------|--------------|--------------|---------------|----------------------------|-------|
| \$ 39,276.00 | \$ 48,113.00 | \$ 56,950.00 | \$ 41,457.00  | 5                          |       |

**BENCHMARK COMPARISON**

|                    | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                           |
|--------------------|------------------|------------------|------------------|------------------|-------------------------------------|
| TAYLORSVILLE       | 45,117.00        | 56,396.50        | 67,676.00        | 64,500.00        |                                     |
| WEST VALLEY        | 50,837.00        | 62,771.00        | 74,705.00        | 63,326.00        | ENGINEER TECH VII                   |
| HERRIMAN           | 52,360.05        | 64,657.74        | 76,955.42        | 57,533.74        | Public Works Inspector III          |
| SARATOGA SPRINGS   | 0.00             | 0.00             | 0.00             | 57,352.00        | ENGINEERING INSPECTOR               |
| MURRAY             | 40,061.00        | 50,086.50        | 60,112.00        | 56,555.00        | PUBLIC WORKS CONSTRUCTION INSPECTOR |
| SPRINGVILLE        | 40,569.00        | 49,172.00        | 57,775.00        | 55,286.00        | PUBLIC WORKS INSPECTOR              |
| LEHI               | 41,600.00        | 49,928.50        | 58,257.00        | 52,342.00        | PUBLIC WORKS DRAINAGE INSPECTOR     |
| CLEARFIELD         | 42,806.00        | 53,497.50        | 64,189.00        | 51,958.00        | Storm Water/Public Water Inspector  |
| WEST JORDAN        | 40,165.00        | 45,718.50        | 51,272.00        | 51,272.00        | ENGINEERING INSPECTOR               |
| DRAPER             | 41,184.00        | 50,450.40        | 59,716.80        | 51,189.00        | Inspector (Engineering)             |
| SANDY              | 32,427.00        | 41,797.50        | 51,168.00        | 51,168.00        | PUBLIC WORKS INSPECTOR              |
| OGDEN              | 41,256.00        | 48,536.50        | 55,817.00        | 50,522.00        | CONSTRUCTION INSPECTOR              |
| SALT LAKE CITY     | 40,060.00        | 53,050.00        | 66,040.00        | 49,940.00        | ENGINEERING TECHNICIAN IV           |
| SOUTH JORDAN       | 40,976.00        | 49,576.50        | 58,177.00        | 49,005.00        | Engineering Inspector               |
| OREM               | 36,502.00        | 45,627.50        | 54,753.00        | 48,229.00        | PROGRAM SPECIALIST                  |
| LAYTON             | 39,248.00        | 47,097.50        | 54,947.00        | 46,071.00        | PUBLIC WORKS INSPECTOR              |
| NORTH OGDEN        | 37,067.00        | 48,304.50        | 59,542.00        | 45,750.00        | Public Works Inspector              |
| RIVERTON           | 31,372.00        | 40,112.50        | 48,853.00        | 45,012.00        | Storm Water Inspector               |
| SOUTH OGDEN        | 35,880.00        | 43,992.00        | 52,104.00        | 44,421.00        | PUBLIC WORKS INSPECTOR              |
| FARMINGTON         | 40,317.00        | 48,738.50        | 57,160.00        | 43,968.00        | Public Works Inspector              |
| PAYSON             | 37,763.00        | 42,124.00        | 46,485.00        | 42,851.00        | PUBLIC WORKS INSPECTOR              |
| COTTONWOOD HEIGHTS | 0.00             | 0.00             | 0.00             | 42,723.00        |                                     |
| BRIGHAM CITY       | 37,307.00        | 43,890.50        | 50,474.00        | 42,245.00        | PUBLIC WORKS INSPECTOR              |
| <b>SYRACUSE</b>    | <b>39,276.00</b> | <b>48,113.00</b> | <b>56,950.00</b> | <b>41,457.00</b> | <b>IMPROVEMENT INSPECTOR</b>        |
| AMERICAN FORK      | 36,449.70        | 45,561.87        | 54,674.04        | 41,371.20        | PUBLIC WORKS INSPECTOR              |
| SOUTH SALT LAKE    | 39,924.00        | 50,154.00        | 60,384.00        | 41,124.00        | PUBLIC WORKS INSPECTOR II           |
| SPANISH FORK       | 31,531.00        | 39,413.50        | 47,296.00        | 39,413.00        | PUBLIC WORKS INSPECTOR              |
| WASHINGTON TERRACE | 28,995.00        | 34,028.50        | 39,062.00        | 39,062.00        | PUBLIC WORKS INSPECTOR              |
| KAYSVILLE          | 33,404.00        | 42,282.05        | 51,160.10        | 37,835.00        | Public Works Inspector              |

**JOB TITLE****RECREATION COORDINATOR****REPORTS TO****PARKS & REC DIRECTOR****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes |
|--------------|--------------|--------------|---------------|----------------------------|-------|
| \$ 35,610.00 | \$ 43,732.00 | \$ 51,854.00 | \$ 35,610.00  | 5                          |       |

**BENCHMARK COMPARISON**

|                    | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                                 |
|--------------------|------------------|------------------|------------------|------------------|-------------------------------------------|
| MURRAY             | 40,061.00        | 50,086.50        | 60,112.00        | 56,895.00        | RECREATION COORDINATOR - GRADE 17         |
| OGDEN              | 38,310.00        | 45,071.00        | 51,832.00        | 48,785.00        | RECREATION SUPERVISOR                     |
| OREM               | 36,502.00        | 45,627.50        | 54,753.00        | 46,432.00        | RECREATION PROGRAM COORDINATOR            |
| LAYTON             | 36,838.00        | 44,205.50        | 51,573.00        | 45,792.00        | RECREATION COORDINATOR                    |
| FARMINGTON         | 42,894.00        | 51,888.00        | 60,882.00        | 45,211.00        | RECREATION COORDINATOR                    |
| WASHINGTON TERRACE | 27,186.00        | 36,739.00        | 46,292.00        | 44,990.00        | Recreation Coordinator                    |
| SOUTH JORDAN       | 37,253.00        | 45,073.50        | 52,894.00        | 43,344.00        | Program Coordinator                       |
| SANDY              | 33,904.00        | 43,711.00        | 53,518.00        | 43,202.00        | RECREATION COORDINATOR                    |
| TOOELE             | 32,587.98        | 40,670.97        | 48,753.96        | 42,453.42        | YOUTH SERVICES COORDINATOR                |
| AMERICAN FORK      | 36,449.70        | 45,561.87        | 54,674.04        | 42,177.00        | RECREATION COORDINATOR                    |
| LEHI               | 41,600.00        | 49,928.50        | 58,257.00        | 42,025.00        | RECREATION COORDINATOR                    |
| WEST POINT CITY    | 30,000.00        | 36,000.00        | 42,000.00        | 41,163.00        | Recreation Manager                        |
| SOUTH SALT LAKE    | 39,924.00        | 50,154.00        | 60,384.00        | 41,124.00        | RECREATION DIVISION SUPERVISOR            |
| PROVO              | 32,016.00        | 42,831.00        | 53,646.00        | 39,244.00        | RECREATION COORDINATOR - SUPERVISOR       |
| RIVERTON           | 35,087.00        | 39,943.50        | 44,800.00        | 37,966.00        | RECREATION/COMMUNITY EVENTS COORDINATOR I |
| NORTH OGDEN        | 37,067.00        | 48,304.50        | 59,542.00        | 37,075.00        | RECREATION COORDINATOR                    |
| WEST VALLEY        | 34,344.00        | 42,406.00        | 50,468.00        | 35,935.00        | RECREATION MANAGER                        |
| <b>SYRACUSE</b>    | <b>35,610.00</b> | <b>43,732.00</b> | <b>51,854.00</b> | <b>35,610.00</b> | <b>RECREATION COORDINATOR</b>             |
| PAYSON             | 33,905.00        | 38,186.00        | 42,467.00        | 35,588.00        | RECREATION ASSISTANT                      |
| BRIGHAM CITY       | 32,974.00        | 38,793.00        | 44,612.00        | 33,987.00        | RECREATION COORDINATOR                    |
| ROY                | 32,490.00        | 39,957.00        | 47,424.00        | 32,490.00        | PROGRAM SUPERVISOR II                     |
| KAYSVILLE          | 30,368.00        | 38,439.34        | 46,510.68        | 31,362.00        | Recreation Coordinator                    |
| CLEARFIELD         | 22,789.00        | 28,486.50        | 34,184.00        | 24,211.00        | PROGRAM SUPERVISOR                        |
| RIVERDALE          | 16,692.00        | 21,632.00        | 26,572.00        | 19,624.00        | RECREATION SPECIALIST                     |

**JOB TITLE****SECRETARY I****REPORTS TO****PARKS & REC DIRECTOR****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes         |
|--------------|--------------|--------------|---------------|----------------------------|---------------|
| \$ 12,043.00 | \$ 14,752.50 | \$ 17,462.00 | \$ 12,043.00  | 8 Average                  | 3 Individuals |

**BENCHMARK  
COMPARISON**

|                 | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                      |
|-----------------|------------------|------------------|------------------|------------------|--------------------------------|
| SPANISH FORK    | 28,920.00        | 36,150.00        | 43,380.00        | 40,957.00        | Secretary I                    |
| SANDY           | 23,774.00        | 30,659.00        | 37,544.00        | 37,186.00        | SECRETARY                      |
| BOUNTIFUL       | 28,166.37        | 34,885.47        | 41,604.57        | 35,962.18        | EXECUTIVE SECRETARY I          |
| PAYSON          | 29,261.00        | 33,151.00        | 37,041.00        | 34,258.00        | DEVELOPMENT SERVICES SEC/RECPT |
| OREM            | 25,687.00        | 32,109.00        | 38,531.00        | 33,204.00        | SECRETARY                      |
| WEST JORDAN     | 27,061.00        | 30,794.50        | 34,528.00        | 32,039.00        | ADMINISTRATIVE ASSISTANT I     |
| SPRINGVILLE     | 25,604.00        | 30,372.50        | 35,141.00        | 30,326.00        | Office Assistant I             |
| KAYSVILLE       | 22,817.00        | 28,879.36        | 34,941.72        | 28,614.00        | SECRETARY                      |
| WOODS CROSS     | 22,776.00        | 28,434.00        | 34,092.00        | 28,329.00        | OFFICE TECHNICIAN II           |
| MIDVALE         | 26,208.00        | 34,190.00        | 42,172.00        | 28,314.00        | Secretary                      |
| OGDEN           | 25,177.00        | 29,620.00        | 34,063.00        | 28,290.00        | OFFICE ASSISTANT               |
| LAYTON          | 24,799.00        | 29,759.00        | 34,719.00        | 28,216.00        | SECRETARY I (WORKING LEVEL)    |
| SOUTH OGDEN     | 23,004.00        | 28,048.00        | 33,092.00        | 28,100.00        | Public Works Secretary         |
| BRIGHAM CITY    | 25,131.00        | 29,565.50        | 34,000.00        | 27,269.00        | SECRETARY I                    |
| PROVO           | 25,085.00        | 29,833.00        | 34,581.00        | 27,120.00        | OFFICE SPECIALIST II           |
| SALT LAKE CITY  | 24,377.00        | 31,126.50        | 37,876.00        | 27,060.00        | Office Technician I            |
| FARMINGTON      | 26,147.00        | 31,479.00        | 36,811.00        | 25,750.00        | SECRETARY I                    |
| ROY             | 24,003.00        | 29,525.50        | 35,048.00        | 25,709.00        | SECRETARY I                    |
| WEST VALLEY     | 22,309.00        | 27,546.00        | 32,783.00        | 24,985.00        | HUMAN RESOURCE SECRETARY       |
| CLEARFIELD      | 23,988.00        | 29,985.50        | 35,983.00        | 23,982.00        | SECRETARY I                    |
| <b>SYRACUSE</b> | <b>12,043.00</b> | <b>14,752.50</b> | <b>17,462.00</b> | <b>12,043.00</b> | <b>SECRETARY I</b>             |

**JOB TITLE****SECRETARY II****REPORTS TO****DEPARTMENT HEAD****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes         |
|--------------|--------------|--------------|---------------|----------------------------|---------------|
| \$ 26,562.00 | \$ 32,541.50 | \$ 38,521.00 | \$ 34,757.00  | 4 Years - Average          | 2 Individuals |

**BENCHMARK COMPARISON**

|                        | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                          |
|------------------------|------------------|------------------|------------------|------------------|------------------------------------|
| BOUNTIFUL              | 31,052.79        | 39,364.69        | 47,676.60        | 47,676.60        | OFFICE MANAGER                     |
| OREM                   | 32,322.00        | 40,402.00        | 48,482.00        | 45,394.00        | Administrative Secretary           |
| NORTH SALT LAKE        | 30,931.11        | 38,034.08        | 45,137.05        | 38,809.54        | BUILDING DEPARTMENT SECRETARY II   |
| SALT LAKE CITY         | 28,204.00        | 35,890.00        | 43,576.00        | 38,667.00        | Office Techncian II                |
| SPANISH FORK           | 31,531.00        | 39,413.50        | 47,296.00        | 38,500.00        | SECRETARY                          |
| NORTH VIEW FIRE AGENCY | 30,098.00        | 37,429.50        | 44,761.00        | 38,210.00        | Secretary II                       |
| WEST JORDAN            | 29,869.00        | 33,997.50        | 38,126.00        | 38,126.00        | ADMINISTRATIVE ASSISTANT II        |
| CLEARFIELD             | 27,872.00        | 34,840.00        | 41,808.00        | 35,360.00        | SECRETARY II (PD)                  |
| <b>SYRACUSE</b>        | <b>26,562.00</b> | <b>32,541.50</b> | <b>38,521.00</b> | <b>34,757.00</b> | <b>SECRETARY II</b>                |
| PAYSON                 | 29,261.00        | 33,151.00        | 37,041.00        | 34,258.00        | Development Services Receptions    |
| SOUTH SALT LAKE        | 27,120.00        | 34,068.00        | 41,016.00        | 34,068.00        | SECRETARY II                       |
| LAYTON                 | 28,379.00        | 34,054.50        | 39,730.00        | 33,737.00        | SECRETARY II                       |
| MURRAY                 | 28,725.00        | 35,921.50        | 43,118.00        | 33,340.00        | OFFICE ADMINISTRATOR II - GRADE 10 |
| PROVO                  | 27,657.00        | 32,891.00        | 38,125.00        | 33,065.00        | OFFICE SPECIALIST III              |
| OGDEN                  | 27,113.00        | 31,898.00        | 36,683.00        | 32,219.00        | SENIOR OFFICE ASSISTANT            |
| SPRINGVILLE            | 28,376.00        | 33,636.50        | 38,897.00        | 31,345.00        | Office Assistant II                |
| CENTERVILLE            | 26,026.32        | 31,882.65        | 37,738.98        | 31,205.34        |                                    |
| ROY                    | 26,541.00        | 32,635.50        | 38,730.00        | 30,430.00        | SECRETARY II                       |
| WEST VALLEY            | 26,098.00        | 32,314.50        | 38,531.00        | 29,630.00        | EXECUTIVE SECRETARY                |

**JOB TITLE****UTILITY MAINT. WORKER II****REPORTS TO****PUBLIC WORKS DIRECTOR****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes         |
|--------------|--------------|--------------|---------------|----------------------------|---------------|
| \$ 30,763.00 | \$ 37,679.00 | \$ 44,595.00 | \$ 34,798.00  | 4.33 Average               | 3 Individuals |

**BENCHMARK COMPARISON**

|                    | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                            |
|--------------------|------------------|------------------|------------------|------------------|--------------------------------------|
| SOUTH WEBER CITY   | 26,472.00        | 36,380.50        | 46,289.00        | 46,446.00        | Maintenance Worker II                |
| SALT LAKE CITY     | 34,278.00        | 43,856.50        | 53,435.00        | 43,721.00        | Water System Maintenance Operator II |
| SPRINGVILLE        | 31,419.00        | 38,094.50        | 44,770.00        | 40,730.00        | WATER MAINTENANCE II                 |
| LEHI               | 32,971.00        | 39,572.00        | 46,173.00        | 40,088.00        | STREET MAINTENANCEII                 |
| SPANISH FORK       | 28,920.00        | 36,150.00        | 43,380.00        | 40,039.00        | UTILITY TECHNICIAN II                |
| CENTERVILLE        | 31,712.82        | 38,851.80        | 45,990.78        | 39,542.48        | WATER/STREETS OPER. II               |
| KAYSVILLE          | 27,601.00        | 34,935.07        | 42,269.14        | 38,742.00        | Utility Maintenance Worker II        |
| MIDVALE            | 27,768.00        | 36,296.00        | 44,824.00        | 38,480.00        | WATER TECHNICIAN II                  |
| NORTH SALT LAKE    | 32,499.29        | 39,962.07        | 47,424.86        | 37,110.43        | WATER OPERATOR 2                     |
| COTTONWOOD HEIGHTS | 0.00             | 0.00             | 0.00             | 35,179.00        |                                      |
| WASHINGTON TERRACE | 25,152.00        | 30,747.00        | 36,342.00        | 35,000.00        | pw                                   |
| RIVERDALE          | 29,556.00        | 38,573.00        | 47,590.00        | 34,860.00        | PUBLIC WORKS OPERATOR II             |
| <b>SYRACUSE</b>    | <b>30,763.00</b> | <b>37,679.00</b> | <b>44,595.00</b> | <b>34,798.00</b> | <b>STREETS MAINTENANCE WORKER II</b> |
| PLEASANT GROVE     | 28,593.40        | 35,002.73        | 41,412.05        | 34,664.48        | Worker II                            |
| CLINTON            | 31,990.00        | 39,301.50        | 46,613.00        | 34,653.00        | MAINT WORKER II                      |
| AMERICAN FORK      | 30,467.40        | 38,084.25        | 45,701.10        | 32,884.80        | SWR/STRM DRAIN EQ OP                 |
| MURRAY             | 28,725.00        | 35,921.50        | 43,118.00        | 32,544.00        | MAINTENANCE WORKER II (CITYWIDE)     |
| SOUTH OGDEN        | 29,536.00        | 36,805.50        | 44,075.00        | 32,125.00        | MAINTENANCE WORKER II                |
| WEST POINT CITY    | 24,960.00        | 28,766.50        | 32,573.00        | 31,720.00        | Public Works II                      |
| NORTH OGDEN        | 27,181.00        | 35,918.50        | 44,656.00        | 29,906.00        | UTILITY MAINTENANCE WORKER II        |

**JOB TITLE****WATER MAINT. WORKER II****REPORTS TO****PUBLIC WORKS DIRECTOR****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes         |
|--------------|--------------|--------------|---------------|----------------------------|---------------|
| \$ 30,763.00 | \$ 37,679.00 | \$ 44,595.00 | \$ 35,921.00  | 5 Average                  | 4 Individuals |

**BENCHMARK COMPARISON**

|                 | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                          |
|-----------------|------------------|------------------|------------------|------------------|------------------------------------|
| WEST JORDAN     | 33,800.00        | 38,459.00        | 43,118.00        | 50,003.00        | WATER CONSTRUCTION TECHNICIAN II   |
| BOUNTIFUL       | 34,239.44        | 42,411.58        | 50,583.72        | 43,692.77        | WATER SYSTEM OPERATOR II           |
| SPRINGVILLE     | 31,419.00        | 38,094.50        | 44,770.00        | 40,237.00        | WATER TECHNICIAN II                |
| AMERICAN FORK   | 28,336.62        | 35,421.03        | 42,505.44        | 38,994.60        | WATER SYSTEM OPERATOR II           |
| EAGLE MOUNTAIN  | 33,635.68        | 39,527.28        | 45,418.88        | 37,835.20        | Water System Operator II           |
| LAYTON          | 31,396.00        | 37,675.50        | 43,955.00        | 37,750.00        | WATER MAINTENANCE WORKER II        |
| <b>SYRACUSE</b> | <b>30,763.00</b> | <b>37,679.00</b> | <b>44,595.00</b> | <b>35,921.00</b> | <b>WATER MAINTENANCE WORKER II</b> |
| TOOELE          | 27,559.38        | 34,433.67        | 41,307.96        | 35,717.34        | WATER DIST. OPERATOR II            |
| BRIGHAM CITY    | 31,385.00        | 36,923.50        | 42,462.00        | 35,693.00        | WATER SYSTEMS OPERATOR II          |
| ROY             | 29,723.00        | 36,556.00        | 43,389.00        | 35,368.00        | WATER EQUIPMENT OPERATOR II        |
| RIVERTON        | 30,702.00        | 34,951.00        | 39,200.00        | 35,108.00        | WATER WORKER II                    |
| SOUTH JORDAN    | 30,784.00        | 37,253.00        | 43,722.00        | 33,734.00        | Water Maintenance Worker,          |
| PROVO           | 29,040.00        | 34,535.50        | 40,031.00        | 32,856.00        | WATER SYSTEM MAINT. WORKER I       |
| MURRAY          | 31,533.00        | 39,426.50        | 47,320.00        | 31,949.00        | WATER TECH II - GRADE 12           |
| OGDEN           | 30,676.00        | 36,089.50        | 41,503.00        | 30,792.00        | WATER MAINTENANCE TECH I           |
| SANDY           | 27,456.00        | 35,401.50        | 43,347.00        | 30,081.00        | WATER MAINTENANCE WORKER           |

**JOB TITLE****WATER MAINT. WORKER III****REPORTS TO****PUBLIC WORKS DIRECTOR****PAY SCALE**

| RANGE MIN    | RANGE MID    | RANGE MAX    | ACTUAL SALARY | YEARS OF SERVICE WITH CITY | Notes |
|--------------|--------------|--------------|---------------|----------------------------|-------|
| \$ 33,908.00 | \$ 41,537.50 | \$ 49,167.00 | \$ 50,793.00  | 14                         |       |

**BENCHMARK COMPARISON**

|                 | RANGE MIN        | RANGE MID        | RANGE MAX        | ACTUAL SALARY    | JOB TITLE                            |
|-----------------|------------------|------------------|------------------|------------------|--------------------------------------|
| <b>SYRACUSE</b> | <b>33,908.00</b> | <b>41,537.50</b> | <b>49,167.00</b> | <b>50,793.00</b> | <b>WATER MAINTENANCE WORKER III</b>  |
| WEST JORDAN     | 39,187.00        | 44,595.00        | 50,003.00        | 50,003.00        | WATER CONSTRUCTION TECHNICIAN III    |
| AMERICAN FORK   | 30,467.40        | 38,084.25        | 45,701.10        | 49,464.90        | WTR SYSTEM OP III                    |
| BOUNTIFUL       | 35,940.44        | 47,245.92        | 58,551.39        | 49,205.74        | WATER SYSTEM OPERATOR IV             |
| MURRAY          | 36,462.00        | 45,572.50        | 54,683.00        | 43,836.00        | WATER TECH III - GRADE 15            |
| SALT LAKE CITY  | 34,278.00        | 43,856.50        | 53,435.00        | 43,721.00        | WATER SYSTEM MAINTENANCE OPERATOR II |
| SOUTH SALT LAKE | 32,904.00        | 41,340.00        | 49,776.00        | 42,545.00        | WATER TECH IV                        |
| PROVO           | 32,016.00        | 38,075.50        | 44,135.00        | 42,008.00        | WATER SYS. MAINTENANCE WRKR II       |
| HERRIMAN        | 32,842.58        | 41,498.19        | 50,153.79        | 41,934.39        | Water Operator III                   |
| DRAPER          | 34,029.00        | 41,685.38        | 49,341.76        | 41,454.00        | Water Systems Operator III           |
| ROY             | 33,259.00        | 40,903.00        | 48,547.00        | 41,276.00        | WATER LEADMAN & WORKER III           |
| BRIGHAM CITY    | 36,397.00        | 42,820.00        | 49,243.00        | 40,643.00        | WATER SYSTEMS OPERATOR III           |
| OREM            | 32,322.00        | 40,402.00        | 48,482.00        | 40,402.00        | PUBLIC WORKS TECHNICIAN              |
| RIVERTON        | 32,456.00        | 36,948.00        | 41,440.00        | 39,270.00        | WATER WORKER III                     |
| LEHI            | 35,628.00        | 42,760.50        | 49,893.00        | 37,930.00        | WATER SYSTEMS OPERATOR III           |



# COUNCIL AGENDA

October 9, 2012

Agenda Item #e                      Proposed Ordinance 12-28 amending Title Nine of the Syracuse Code pertaining to fire inspection fees.

***Factual Summation***

- Please see the statement below from Fire Chief Eric Froerer:
- The fire department is requesting an amendment to Title IX Chapter 1-3 “Fees.” On large or complex projects we will send the plans out for third-party engineering review to ensure engineering of the sprinkler design meets code. The fee for this service will be assessed to the project applicant/coordinator, rather than to Syracuse City. This was not specifically stated in the 1997 version.

**ORDINANCE NO. 12-28**

**AN ORDINANCE AMENDING TITLE NINE OF THE SYRACUSE CITY MUNICIPAL CODE PERTAINING TO FIRE AND HAZARDOUS MATERIALS.**

**WHEREAS**, due to the pace of growth in the City there are, from time to time, small proposed changes to various City ordinances that are warranted; and

**WHEREAS**, these small proposed changes come to the attention of City staff through varied means including but not limited to questions, concerns or complaints from the general public and or from developers that are seeking clarification on the language in the City code; and

**WHEREAS**, staff takes each question or concern under consideration and addresses it on case-by-case basis in a fair and judicious manner paying specific attention to the reasonableness and legality of the request as well as the reasonableness and legality of the City's own ordinances; and

**WHEREAS**, after such consideration staff will either support and sustain current ordinances as adopted or in other cases staff will research and address each proposed change and put forth amendments to existing ordinances; and

**WHEREAS**, staff now hereby wishes to adopt amendments to Title Nine to address such proposed changes.

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

**Section 1. Amendment.** The Syracuse City Municipal Code is hereby amended as put forth in Exhibit 'A'.

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

**Section 3. Effective Date.** This Ordinance shall become effective twenty (20) days after publication or posting.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 9<sup>th</sup> DAY OF OCTOBER, 2012.**

**SYRACUSE CITY**

ATTEST:

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Cassie Z. Brown, City Recorder

Mayor Jamie Nagle

Voting by the City Council:

|                          | “AYE” | “NAY” |
|--------------------------|-------|-------|
| Councilmember Duncan     | _____ | _____ |
| Councilmember Johnson    | _____ | _____ |
| Councilmember Lisonbee   | _____ | _____ |
| Councilmember Peterson   | _____ | _____ |
| Councilmember Shingleton | _____ | _____ |

# TITLE IX

## BUILDING

### Chapter 1

#### Building Department

- 9-1-1: **Building Inspector Authorized to Enforce Regulations**
- 9-1-2: **Permit**
- 9-1-3: **Fees**
- 9-1-4: **Certificate of Occupancy**
- 9-1-5: **Off-site Improvement and Completion Bond**
- 9-1-6: **Off-site Improvement Agreement**
- 9-1-7: **Enforcement**
- 9-1-8: **Completion of Additions and Accessory Buildings**
- 9-1-9: **Penalty**
- 9-1-1: **BUILDING INSPECTOR AUTHORIZED TO ENFORCE REGULATIONS.** The Building Official of Syracuse City is authorized and responsible to enforce all building regulations which may be adopted by the City Council from time to time. (1997)
- 9-1-2: **PERMIT.** No person, partnership, firm, or corporation shall commence the erection, construction, or building of any structure, building or edifice nor add to, enlarge, improve, repair, alter, convert, extend, or demolish any building or structure within Syracuse City without first having applied to the City and having been granted a permit to do so by the Building Official or other authorized officer, paying in advance all permit and inspection fees required by and established by these Revised Ordinances or by resolution or ordinance of the City Council from time to time. (1997)
- 9-1-3: **FEES.** Building permit fees, Plan Review Fees, and Inspection ~~Fees shall~~Fees shall be established by the City Council and adopted by resolution from time to time. (1997). Any fees incurred for third party project or plan review will be passed on assessed to the project responsible party applicant.
- 9-1-4: **CERTIFICATE OF OCCUPANCY.** No person will occupy any structure or portion thereof until a certificate of occupancy has been issued by the Building Official. (1997)

- 9-1-5:**            **Rescinded. (Ord. 02-23)**
- 9-1-6**            **OFF-SITE IMPROVEMENT AGREEMENT.** Any person building a residence on any street in the city where off-site improvements have not been previously installed shall be required to sign an off-site improvement lien and agreement, which would require property owner to cover the cost of such improvements when determined by the city that such improvements should be installed. Lien agreement shall be recorded with the Davis County Recorder's office prior to the issuance of a building permit. (1997)
- 9-1-7:**            **ENFORCEMENT.** The Building Official of Syracuse City or other designated officers shall be authorized and responsible to enforce all building regulation's as adopted by the City Council. (1997)
- 9-1-8:**            **COMPLETION OF ADDITIONS AND ACCESSORY BUILDINGS:** Any building permit issued for an addition, modification, or alteration to any existing building or any accessory building shall have the exterior of said structure fully completed within nine (9) months of the issuance of a building permit.
- 9-1-9**            **PENALTY.** It shall be a Class B Misdemeanor to erect or construct any building or structure in the City in violation of, or without complying with the regulations provided in this Title. In Addition, the erection or construction of a building or structure in violation of or without complying with the regulations of this Title may be enjoined by the City by appropriate Court proceedings. (1997)



# COUNCIL AGENDA

October 9th, 2012

Agenda Item #f                      Public Hearing – Proposed Resolution R12-25  
amending the Syracuse City Consolidated Fee  
Schedule by making adjustments throughout.

***Factual Summation***

- Any question regarding this agenda item may be directed at Finance Director Stephen Marshall.
- Staff is recommending several changes to the fee schedule that are considered necessary.
- The items in red are either new fees being proposed or changes to existing fees in the fee schedule.

**RESOLUTION NO. R-12-25**

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

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

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

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

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

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 9<sup>th</sup> DAY OF OCTOBER, 2012.**

**SYRACUSE CITY**

ATTEST:

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

By: \_\_\_\_\_  
Jamie Nagle, Mayor

**Building**

*All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)*

| Fee Description                                            | Current Base Fee         | Additional Fee                 | Proposed Base Fee                           | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|------------------------------------------------------------|--------------------------|--------------------------------|---------------------------------------------|-------------------------|-------------------|-------------------------|
| <b>Bond Fees</b>                                           |                          |                                |                                             |                         |                   |                         |
| Landscaping Bond                                           | \$55.00 per Permit       | NA NA                          |                                             |                         |                   |                         |
| Performance & Guaranty for Temporary Occupancy             | 100% of value            | 10% Administration Fee         |                                             |                         |                   |                         |
| <b>Plan Check Fees</b>                                     |                          |                                |                                             |                         |                   |                         |
| Residential                                                | All Permitted Structures | 40% Permit Fee                 | NA NA                                       |                         |                   |                         |
| Commercial                                                 | All Permitted Structures | 65% Permit Fee                 | NA NA                                       |                         |                   |                         |
| Building Investigation Fee                                 | All Permitted Structures | 100% % Permit Fee              | NA NA                                       |                         |                   |                         |
| Fire Sprinkler/Safety Plans                                | All Permitted Structures | \$75.00 Per Hour               | NA NA                                       |                         |                   |                         |
| Additional Plan Review Due to Revisions                    |                          | \$56.40 Per Hour (1/2 hr min.) | NA NA                                       |                         |                   |                         |
| <b>General Building Valuation</b>                          |                          |                                |                                             |                         |                   |                         |
| Building Value from \$1-1,000.00                           |                          | \$56.40 ea. Unit               | NA NA                                       |                         |                   |                         |
| Building Value from \$1,001-2,000                          |                          | \$56.40 ea. Unit               | \$2.70 ea. addl. \$100 or fraction therof   |                         |                   |                         |
| Building Value from \$2,001-25,000                         |                          | \$83.40 ea. Unit               | \$16.80 ea. addl. \$1000 or fraction therof |                         |                   |                         |
| Building Value from \$25,001-50,000                        |                          | \$469.80 ea. Unit              | \$12.11 ea. addl. \$1000 or fraction therof |                         |                   |                         |
| Building Value from \$50,001-100,000                       |                          | \$772.55 ea. Unit              | \$8.40 ea. addl. \$1000 or fraction therof  |                         |                   |                         |
| Building Value from \$100,001-500,000                      |                          | \$1,192.55 ea. Unit            | \$6.72 ea. addl. \$1000 or fraction therof  |                         |                   |                         |
| Building Value from \$501,000-1,000,000                    |                          | \$3,880.55 ea. Unit            | \$5.70 ea. addl. \$1000 or fraction therof  |                         |                   |                         |
| Building Value from \$1,000,000.00+                        |                          | \$6,730.55 ea. Unit            | \$4.65 ea. addl. \$1000 or fraction therof  |                         |                   |                         |
| <b>Pools, Tubs &amp; Spas</b>                              |                          |                                |                                             |                         |                   |                         |
| Public Pool                                                |                          | Bid Price ea. Unit             | NA NA                                       |                         |                   |                         |
| Private Pool - In Ground                                   |                          | Bid Price ea. Unit             | NA NA                                       |                         |                   |                         |
| Private Pool - Above Ground Temporary                      |                          | \$56.40 ea. Unit               |                                             |                         |                   |                         |
| Private Pool - Above Ground Permanent                      |                          | Bid Price ea. Unit             | NA NA                                       |                         |                   |                         |
| <b>Storage Sheds</b>                                       |                          |                                |                                             |                         |                   |                         |
| Storage Sheds - Re-siding only                             |                          | Construction Value ea. Unit    | NA NA                                       |                         |                   |                         |
| State Fee (Surcharge)                                      |                          | \$47.00 ea. Unit               | NA NA                                       |                         |                   |                         |
| Expired Permit                                             |                          | 1% of Permit Fee               | NA NA                                       |                         |                   |                         |
| Less Than to 180 days                                      |                          | 65% Building Value             | NA NA                                       |                         |                   |                         |
| Greater than 180 Days but Less Than 1 Year                 |                          | 65% of Original Permit Cost    | NA NA                                       |                         |                   |                         |
| Greater Than 1 Year                                        |                          | 100% of Original Permit Cost   | NA NA                                       |                         |                   |                         |
| <b>Impact Fees</b>                                         |                          |                                |                                             |                         |                   |                         |
| Park Development                                           |                          | \$1,653.00 Per Connection      |                                             |                         |                   |                         |
| Park Development (Existing System Buy-In)                  |                          | \$310.00 Per Connection        |                                             |                         |                   |                         |
| Park Purchase (Land Dedicated and the Time of Development) |                          |                                | NA NA                                       |                         |                   |                         |
| R-1                                                        |                          | 0.020 Acres Per Gross Acre     |                                             |                         |                   |                         |
| R-2                                                        |                          | 0.026 Acres Per Gross Acre     |                                             |                         |                   |                         |
| R-3                                                        |                          | 0.037 Acres Per Gross Acre     |                                             |                         |                   |                         |
| R-4                                                        |                          | 0.098 Acres Per Gross Acre     |                                             |                         |                   |                         |
| PRD                                                        |                          | 0.056 Acres Per Gross Acre     |                                             |                         |                   |                         |
| C-2                                                        |                          | 0.063 Acres Per Gross Acre     |                                             |                         |                   |                         |
| A-1                                                        |                          | 0.003 Acres Per Gross Acre     |                                             |                         |                   |                         |
| <b>Park Purchase (Existing System Buy-In)</b>              |                          |                                |                                             |                         |                   |                         |
| R-1                                                        |                          | \$140.43 Per Developed Acre    |                                             |                         |                   |                         |
| R-2                                                        |                          | \$183.53 Per Developed Acre    |                                             |                         |                   |                         |
| R-3                                                        |                          | \$263.43 Per Developed Acre    |                                             |                         |                   |                         |
| R-4                                                        |                          | \$703.13 Per Developed Acre    |                                             |                         |                   |                         |
| PRD                                                        |                          | \$387.40 Per Developed Acre    |                                             |                         |                   |                         |
| C-2                                                        |                          | \$440.67 Per Developed Acre    |                                             |                         |                   |                         |
| A-1                                                        |                          | \$24.21 Per Developed Acre     |                                             |                         |                   |                         |
| Residential Transportation                                 | Single Family Residence  | \$1,131.00 Per Unit            | NA NA                                       |                         |                   |                         |
| Residential Transportation                                 | All other types/units    | \$705.00 Per Unit              | NA NA                                       |                         |                   |                         |
| <b>Commercial Transportation</b>                           |                          |                                |                                             |                         |                   |                         |
| General Commercial                                         |                          | \$2,328.00 Per 1,000 sf of GFA | NA NA                                       |                         |                   |                         |
| Office/Institutional                                       |                          | \$2,428.00 Per 1,000 sf of GFA | NA NA                                       |                         |                   |                         |
| Industrial                                                 |                          | \$668.00 Per 1,000 sf of GFA   | NA NA                                       |                         |                   |                         |
| Culinary Water                                             |                          |                                |                                             |                         |                   |                         |

**Building**

*All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)*

| Fee Description                                         | Current Base Fee                 | Additional Fee | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|---------------------------------------------------------|----------------------------------|----------------|-------------------|-------------------------|-------------------|-------------------------|
| ¾" Line                                                 | \$966.00 ea. Unit                | NA NA          |                   |                         |                   |                         |
| 1" Line                                                 | \$1,610.00 ea. Unit              | NA NA          |                   |                         |                   |                         |
| 1½" Line                                                | \$4,999.00 ea. Unit              | NA NA          |                   |                         |                   |                         |
| 2" Line                                                 | \$7,997.00 ea. Unit              | NA NA          |                   |                         |                   |                         |
| 3" Line                                                 | \$15,994.00 ea. Unit             | NA NA          |                   |                         |                   |                         |
| 4" Line                                                 | \$24,991.00 ea. Unit             | NA NA          |                   |                         |                   |                         |
| 6" Line                                                 | \$49,981.00 ea. Unit             | NA NA          |                   |                         |                   |                         |
| 8" Line                                                 | \$79,970.00 ea. Unit             | NA NA          |                   |                         |                   |                         |
| Secondary Water - Residential                           |                                  |                |                   |                         |                   |                         |
| 4,000-7,000sf lot                                       | \$523.03 ea. Unit                | NA NA          |                   |                         |                   |                         |
| 7,001-8,000sf lot                                       | \$760.31 ea. Unit                | NA NA          |                   |                         |                   |                         |
| 8,001-9,000sf lot                                       | \$883.18 ea. Unit                | NA NA          |                   |                         |                   |                         |
| 9,001-10,000sf lot                                      | \$1,008.44 ea. Unit              | NA NA          |                   |                         |                   |                         |
| 10,001-11,000sf lot                                     | \$1,135.85 ea. Unit              | NA NA          |                   |                         |                   |                         |
| 11,001-13,000sf lot                                     | \$1,330.48 ea. Unit              | NA NA          |                   |                         |                   |                         |
| 13,001-15,000sf lot                                     | \$1,595.85 ea. Unit              | NA NA          |                   |                         |                   |                         |
| 15,001-17,000sf lot                                     | \$1,867.01 ea. Unit              | NA NA          |                   |                         |                   |                         |
| 17,001-19,000sf lot                                     | \$2,143.25 ea. Unit              | NA NA          |                   |                         |                   |                         |
| 19,001-21,000sf lot                                     | \$2,423.98 ea. Unit              | NA NA          |                   |                         |                   |                         |
| 21,001-23,000sf lot                                     | \$2,708.76 ea. Unit              | NA NA          |                   |                         |                   |                         |
| 23,001-25,000sf lot                                     | \$2,997.23 ea. Unit              | NA NA          |                   |                         |                   |                         |
| 25,001-27,000sf lot                                     | \$3,289.06 ea. Unit              | NA NA          |                   |                         |                   |                         |
| 27,001-30,000sf lot                                     | \$3,658.21 ea. Unit              | NA NA          |                   |                         |                   |                         |
| 30,001-33,000sf lot                                     | \$4,107.02 ea. Unit              | NA NA          |                   |                         |                   |                         |
| 33,001-36,000sf lot                                     | \$4,561.61 ea. Unit              | NA NA          |                   |                         |                   |                         |
| 36,001-39,000sf lot                                     | \$5,021.48 ea. Unit              | NA NA          |                   |                         |                   |                         |
| 39,001-42,000sf lot                                     | \$5,486.20 ea. Unit              | NA NA          |                   |                         |                   |                         |
| 42,001-45,000sf lot                                     | \$5,955.43 ea. Unit              | NA NA          |                   |                         |                   |                         |
| 45,001-48,000sf lot                                     | \$6,428.84 ea. Unit              | NA NA          |                   |                         |                   |                         |
| 48,001-51,000sf lot                                     | \$6,906.17 ea. Unit              | NA NA          |                   |                         |                   |                         |
| 51,001-54,000sf lot                                     | \$7,387.17 ea. Unit              | NA NA          |                   |                         |                   |                         |
| 54,001-57,000sf lot                                     | \$7,871.64 ea. Unit              | NA NA          |                   |                         |                   |                         |
| 57,001-60,000sf lot                                     | \$8,359.39 ea. Unit              | NA NA          |                   |                         |                   |                         |
| Secondary Water - Open Land in a Commercial Subdivision | \$0.17 sf of pervious area       | NA NA          |                   |                         |                   |                         |
| Sewer - North Davis Sewer District (Fee)                | \$3,000.00 per Connection        | NA NA          |                   |                         |                   |                         |
| Sewer - Storm (ENR Construction Index)                  |                                  |                |                   |                         |                   |                         |
| R1                                                      | \$4,748.00 per acre or 0.109 sf  | NA NA          |                   |                         |                   |                         |
| R2                                                      | \$5,053.00 per acre or 0.116 sf  | NA NA          |                   |                         |                   |                         |
| R3                                                      | \$5,532.00 per acre or 0.127 sf  | NA NA          |                   |                         |                   |                         |
| R4                                                      | \$6,316.00 per acre or 0.145 sf  | NA NA          |                   |                         |                   |                         |
| PRD                                                     | \$6,011.00 per acre or 0.138 sf  | NA NA          |                   |                         |                   |                         |
| GC                                                      | \$11,369.00 per acre or 0.261 sf | NA NA          |                   |                         |                   |                         |
| C2                                                      | \$10,716.00 per acre or 0.246 sf | NA NA          |                   |                         |                   |                         |
| I1                                                      | \$11,369.00 per acre or 0.261 sf | NA NA          |                   |                         |                   |                         |
| A1                                                      | \$3,006.00 per acre or 0.069 sf  | NA NA          |                   |                         |                   |                         |
| PO                                                      | \$11,369.00 per acre or 0.261 sf | NA NA          |                   |                         |                   |                         |
| Public Safety                                           |                                  |                |                   |                         |                   |                         |
| Residential                                             | \$225.16 per application         | NA NA          |                   |                         |                   |                         |
| Commercial                                              | \$0.0440 Per sf of building      | NA NA          |                   |                         |                   |                         |
| <b>Water Shares</b>                                     | <b>3 acre-feet per Acre</b>      | <b>NA NA</b>   |                   |                         |                   |                         |
| <b>Connection Fees</b>                                  |                                  |                |                   |                         |                   |                         |
| Culinary Water                                          |                                  |                |                   |                         |                   |                         |
| ¾" Meter                                                | \$325.00 ea. Unit                | NA NA          |                   |                         |                   |                         |
| 1" Meter                                                | \$485.00 ea. Unit                | NA NA          |                   |                         |                   |                         |
| 1 ½" Meter                                              | \$680.00 ea. Unit                | NA NA          |                   |                         |                   |                         |

**Building**

*All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)*

| Fee Description                                          | Current Base Fee                 | Additional Fee | Proposed Base Fee  | Proposed Additional Fee                       | Base Fee Increase | Additional Fee Increase |
|----------------------------------------------------------|----------------------------------|----------------|--------------------|-----------------------------------------------|-------------------|-------------------------|
| 2" Meter                                                 | \$983.00 ea. Unit                | NA NA          |                    |                                               |                   |                         |
| 3" Meter                                                 | \$1,699.50 ea. Unit              | NA NA          |                    |                                               |                   |                         |
| 4" Meter                                                 | \$3,005.00 ea. Unit              | NA NA          |                    |                                               |                   |                         |
| 6" Meter                                                 | \$4,782.00 ea. Unit              | NA NA          |                    |                                               |                   |                         |
| 8" Meter                                                 | \$7,143.00 ea. Unit              | NA NA          |                    |                                               |                   |                         |
| Secondary Water                                          |                                  |                |                    |                                               |                   |                         |
| ¾" Line                                                  | \$300.00 ea. Unit                | NA NA          |                    |                                               |                   |                         |
| 1" Line                                                  | \$400.00 ea. Unit                | NA NA          |                    |                                               |                   |                         |
| 1½" Line                                                 | \$600.00 ea. Unit                | NA NA          |                    |                                               |                   |                         |
| 2" Line                                                  | \$800.00 ea. Unit                | NA NA          |                    |                                               |                   |                         |
| 3" Line                                                  | \$1,200.00 ea. Unit              | NA NA          |                    |                                               |                   |                         |
| 4" Line                                                  | \$1,600.00 ea. Unit              | NA NA          |                    |                                               |                   |                         |
| 6" Line                                                  | \$2,000.00 ea. Unit              | NA NA          |                    |                                               |                   |                         |
| 8" Line                                                  | \$2,400.00 ea. Unit              | NA NA          |                    |                                               |                   |                         |
| Sewer - North Davis Sewer District (Connection)          | \$240.00 per Connection          | NA NA          |                    |                                               |                   |                         |
| Sewer - City Connection                                  | \$300.00 ea. Unit                | NA NA          |                    |                                               |                   |                         |
| Review for 8" Main Line                                  | \$250.00                         |                |                    |                                               |                   |                         |
| <b>Inspection Fees</b>                                   |                                  |                |                    |                                               |                   |                         |
| Outside of normal business hours                         | \$56.40 per incident (2 hr min.) | NA NA          |                    |                                               |                   |                         |
| Re-Inspections                                           | \$56.40 per Hour                 | NA NA          |                    |                                               |                   |                         |
| Plan Changes                                             | 2 x Plan Fee                     | NA NA          |                    |                                               |                   |                         |
| Inspection with no fee indicated                         | \$56.40 per Hour (1/2 hour min.) | NA NA          |                    |                                               |                   |                         |
| Additional Plan Reviews Due to Revisions                 | \$56.40 per Hour (1/2 hour min.) |                |                    |                                               |                   |                         |
| Miscellaneous/Requested Inspections                      | \$56.40 per Hour (1/2 hour min.) | NA NA          |                    |                                               |                   |                         |
| Final Off-Site Inspection                                | \$15.00 per Lot                  | NA NA          |                    |                                               |                   |                         |
| Final Off-Site Inspection Items                          |                                  |                |                    |                                               |                   |                         |
| Culinary Water                                           | \$0.183 per lf                   | NA NA          |                    |                                               |                   |                         |
| Secondary Water                                          | \$0.124 per lf                   | NA NA          |                    |                                               |                   |                         |
| Sanitary Sewer                                           | \$0.183 per lf                   | NA NA          |                    |                                               |                   |                         |
| Storm Drain                                              | \$0.143 per lf                   | NA NA          |                    |                                               |                   |                         |
| Land Drain                                               | \$0.178 per lf                   | NA NA          |                    |                                               |                   |                         |
| Curb and Gutter                                          | \$0.038 per lf                   | NA NA          |                    |                                               |                   |                         |
| Sidewalk                                                 | \$0.019 per lf                   | NA NA          |                    |                                               |                   |                         |
| Road                                                     | \$0.111 per lf                   | NA NA          |                    |                                               |                   |                         |
| Hydrant Test                                             | \$10.00 per Hydrant              | NA NA          |                    |                                               |                   |                         |
| Smoke Test                                               | \$6.00 per Lot                   | NA NA          |                    |                                               |                   |                         |
| Streetlight                                              | \$6.00 per Streetlight           | NA NA          |                    |                                               |                   |                         |
| Warranty Inspections                                     |                                  |                |                    |                                               |                   |                         |
| First Final Warranty                                     | \$0.00 per Project               | NA NA          |                    |                                               |                   |                         |
| Final Warranty Re-inspection (if punch list is complete) | \$0.00 per Project               | NA NA          |                    |                                               |                   |                         |
| Third Final Warranty                                     | \$75.00 per Project              | NA NA          |                    |                                               |                   |                         |
| Fourth Final Warranty                                    | \$100.00 per Project             | NA NA          |                    |                                               |                   |                         |
| 3rd Party Project or Plan Review Fee                     |                                  |                | Variable           | Fee will be assessed to the project applicant |                   |                         |
| <b>Sign Permit Fees</b>                                  |                                  |                |                    |                                               |                   |                         |
| Permanent Attached                                       | Sign Valuation per Sign          | NA NA          |                    |                                               |                   |                         |
| Temporary Attached                                       | 5 days max. \$35.00 per Sign     | NA NA          |                    |                                               |                   |                         |
| Permanent Detached                                       | Sign Valuation Per Sign          |                | State Fee per Sign |                                               |                   |                         |
| Temporary Detached                                       | 5 days max. \$35.00 per Sign     | NA NA          |                    |                                               |                   |                         |
| Sign Reclamation fee (Illegal sign)                      | \$10.00 per Sign                 | NA NA          |                    |                                               |                   |                         |
| Sign Reclamation fee (Repeat offenses)                   | \$40.00 per Sign                 | NA NA          |                    |                                               |                   |                         |

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

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

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

Community Development

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| Fee Description                                        | Current Base Fee                 | Additional Fee                                         | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|--------------------------------------------------------|----------------------------------|--------------------------------------------------------|-------------------|-------------------------|-------------------|-------------------------|
| <b>Development Application Fees</b>                    |                                  |                                                        |                   |                         |                   |                         |
| Commercial Site Plan*                                  |                                  |                                                        |                   |                         |                   |                         |
| 0-5 Acres                                              | \$575 00 per Plan set            | \$55 00 per Acre                                       |                   |                         |                   |                         |
| 5.01-10 acres                                          | \$1,585 00 per Plan set          | \$173 00 per Acre                                      |                   |                         |                   |                         |
| 10.01-15 acres                                         | \$2,450.00 per Plan set          | \$144 00 per Acre                                      |                   |                         |                   |                         |
| 15.1-20 acres                                          | \$3,170 00 per Plan set          | \$115 00 per Acre                                      |                   |                         |                   |                         |
| > 20 1 acres                                           | \$3,745.00 per Plan set          | \$100.00 per Acre                                      |                   |                         |                   |                         |
| Each Revised Plan*                                     | \$250 00 per Plan set            | \$50 00 per Lot                                        |                   |                         |                   |                         |
| Site Plan Amendment (minor)                            | \$100 00 per Plan set            | NA NA                                                  |                   |                         |                   |                         |
| Site Plan Including Conditional use                    | \$650 00 per Plan set            | \$55 00 per acre                                       |                   |                         |                   |                         |
| Site Plan Nonconforming Use/Lot Review Fee             | \$35 00 per Plan set             | NA NA                                                  |                   |                         |                   |                         |
| <b>Residential Development Plat*</b>                   |                                  |                                                        |                   |                         |                   |                         |
| Sketch Plan                                            | \$225 00 per Plan set            | \$25 00 per Lot                                        |                   |                         |                   |                         |
| Each Revised Sketch Plan                               | \$50 00 per Plan set             | \$15 00 per Lot                                        |                   |                         |                   |                         |
| Preliminary Plan                                       | \$575 00 per Plan set            | \$50 00 per Lot                                        |                   |                         |                   |                         |
| Each Revised Preliminary Plan                          | \$150 00 per Plan set            | \$15 00 per Lot                                        |                   |                         |                   |                         |
| Final Plan                                             | \$575 00 per Plan set            | \$75 00 per Lot                                        |                   |                         |                   |                         |
| Each Revised Final Plan                                | \$250 00 per Plan set            | \$50 00 per Lot                                        |                   |                         |                   |                         |
| <b>Staff Review Fees</b>                               |                                  |                                                        |                   |                         |                   |                         |
| Amended Subdivision                                    | \$550 00 per Plan set            | \$50 00 per Lot                                        |                   |                         |                   |                         |
| Residential Multi-Family                               | \$750 00 per Plan set            | 1.00% Bond Amount                                      |                   |                         |                   |                         |
| All Additional Reviews Required by Plan Changes        | \$56 40 per Hour (1/2 hour min ) | \$0 00 NA                                              |                   |                         |                   |                         |
| Ge Private Pool - Above Ground Permanent               | Bid Price Per Hour               |                                                        |                   |                         |                   |                         |
| <b>Administrative Fees</b>                             |                                  |                                                        |                   |                         |                   |                         |
| Appeal to Board of Adjustments                         | \$200 00 per appeal              | NA NA                                                  |                   |                         |                   |                         |
| Plat Recording Fee (Per County Recorders Fee Schedule) | \$37 00 per Plat                 | \$1/lot + \$1/signature over 2 + \$1/each common space |                   |                         |                   |                         |
| Plat Amendments after Recording                        | \$100.00 per Plat                | \$25 00 per Lot                                        |                   |                         |                   |                         |
| Payback or Reimbursement Agreement                     | \$500.00 per agreement           | NA NA                                                  |                   |                         |                   |                         |
| <b>Application Fees</b>                                |                                  |                                                        |                   |                         |                   |                         |
|                                                        | \$0 65                           |                                                        |                   |                         |                   |                         |
| General Plan Amendment (< 5 acres)                     | \$450.00 per Application         | NA NA                                                  |                   |                         |                   |                         |
| General Plan Amendment / Rezone Combined Application   | \$450 00 per Application         |                                                        |                   |                         |                   |                         |
| Re-Zone                                                | \$425 00 per Application         | \$0 00 NA                                              |                   |                         |                   |                         |
| Conditional Use (Major)                                | \$100 00 per Application         | Direct costs for noticing                              |                   |                         |                   |                         |
| Conditional Use (Minor)                                |                                  |                                                        |                   |                         |                   |                         |
| Conditional Use Extension or Modification (Major)      | \$50 00 per Application          | NA NA                                                  |                   |                         |                   |                         |
| Conditional Use Extension or Modification (Minor)      |                                  |                                                        |                   |                         |                   |                         |
| Agricultural Protection Area Designation               | \$250 00 per Application         | \$25 00 NA                                             |                   |                         |                   |                         |
| <b>Annexation Petition and Review</b>                  |                                  |                                                        |                   |                         |                   |                         |
| 0-2 acres                                              | \$230 00 per Application         | \$173.00 per Acre                                      |                   |                         |                   |                         |
| 2.1-5 acres                                            | \$575 00 per Application         | \$144 00 per Acre                                      |                   |                         |                   |                         |
| 5.1-10 acres                                           | \$1,007 00 per Application       | \$115 00 per Acre                                      |                   |                         |                   |                         |
| > 10 acres                                             | \$1,582 00 per Application       | \$87 00 per Acre                                       |                   |                         |                   |                         |
| Home Occupation                                        | \$45 00 per Application          | NA NA                                                  |                   |                         |                   |                         |
| Commercial Business                                    | \$25 00 per Application          | NA NA                                                  |                   |                         |                   |                         |
| <b>Public Noticing Fees</b>                            |                                  |                                                        |                   |                         |                   |                         |
| Public Notice Signs                                    |                                  |                                                        | \$6 00            | Per Sign                |                   |                         |
| Mailing List Generation                                |                                  |                                                        | \$25 00           | per Application         |                   |                         |
| Noticing Fee for impacted residents                    |                                  |                                                        | \$1 00            | Per Address             |                   |                         |
| <b>Business License Fees</b>                           |                                  |                                                        |                   |                         |                   |                         |
| Business License Amendment                             | \$5 00 per Application           | NA NA                                                  |                   |                         |                   |                         |
| Business License Listing                               | \$5 00 per copy                  | NA NA                                                  |                   |                         |                   |                         |
| Home Occupation                                        | \$75 00 per Application          | NA NA                                                  |                   |                         |                   |                         |
| Commercial Business (Temporary - 6 months Max )        | \$25 00 per Application          | NA NA                                                  |                   |                         |                   |                         |
| <b>License Fee - Commercial Retail Business</b>        |                                  |                                                        |                   |                         |                   |                         |
| < 5,000 sf                                             | \$75 00 per Application          | NA NA                                                  |                   |                         |                   |                         |
| 5,001-10,000 sf                                        | \$125 00 per Application         | NA NA                                                  |                   |                         |                   |                         |
| > 10,001 sf                                            | \$350.00 per Application         | NA NA                                                  |                   |                         |                   |                         |
| <b>License Fee - Commercial Business</b>               |                                  |                                                        |                   |                         |                   |                         |
| Professional Services                                  | \$75.00 per Application          | NA NA                                                  |                   |                         |                   |                         |
| General Services                                       | \$75 00 per Application          | NA NA                                                  |                   |                         |                   |                         |
| Food Establishment                                     | \$75 00 per Application          | NA NA                                                  |                   |                         |                   |                         |
| <b>Sexually Oriented Business (SOB)</b>                |                                  |                                                        |                   |                         |                   |                         |
| Sexually Oriented Business (SOB)                       | \$950 00 per Application         | NA NA                                                  |                   |                         |                   |                         |
| Escort Services                                        | \$950 00 per Application         | NA NA                                                  |                   |                         |                   |                         |
| Nude Entertainment Business                            | \$950 00 per Application         | NA NA                                                  |                   |                         |                   |                         |
| Nude Entertainment Employee                            | \$250.00 per Application         | NA NA                                                  |                   |                         |                   |                         |

Community Development

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| Fee Description                                                                                                                                           | Current Base Fee         | Additional Fee               | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------------------------|-------------------|-------------------------|-------------------|----------------------------------------|
| Semi-Nude Entertainment Business                                                                                                                          | \$950.00 per Application | NA NA                        |                   |                         |                   |                                        |
| Semi-nude Entertainment Employee                                                                                                                          | \$250.00 per Application | NA NA                        |                   |                         |                   |                                        |
| Nude Entertainment Employee (Outcall, on-site and non-performing nude entertainment/dancing agency employees)                                             | \$250.00 per Application | NA NA                        |                   |                         |                   |                                        |
| Nude Dancing Agency                                                                                                                                       | \$950.00 per Application | NA NA                        |                   |                         |                   |                                        |
| Semi-Nude Dancing Agency                                                                                                                                  | \$950.00 per Application | NA NA                        |                   |                         |                   |                                        |
| Outcall Agency                                                                                                                                            | \$950.00 per Application | NA NA                        |                   |                         |                   |                                        |
| Outcall Agency Employee (Off-site services)                                                                                                               | \$250.00 per Application | NA NA                        |                   |                         |                   |                                        |
| Disclosure Application investigation                                                                                                                      | \$50.00 per Application  | NA NA                        |                   |                         |                   |                                        |
| Outcall Agency Employee (Off-site services)                                                                                                               | \$252.00 per Application | NA NA                        |                   |                         |                   |                                        |
| Application for 2+ Licenses at one time                                                                                                                   | \$20.00 per Application  | Higher of applicable fees    |                   |                         |                   |                                        |
| Outcall Agency Employee (Off-site services)                                                                                                               | \$254.00 per Application | NA NA                        |                   |                         |                   |                                        |
| Solicitors/Mobile Sales/Vendors (30-days Max )                                                                                                            | \$75.00 per Application  | NA NA                        |                   |                         |                   |                                        |
| Application Fee                                                                                                                                           | \$25.00 per Application  | NA NA                        |                   |                         |                   |                                        |
| License per solicitor                                                                                                                                     | \$25.00 per Month        | NA NA                        |                   |                         |                   |                                        |
| Alcoholic Beverages                                                                                                                                       |                          |                              |                   |                         |                   |                                        |
| Class "A"                                                                                                                                                 | \$200.00 per Application | NA NA                        |                   |                         |                   |                                        |
| Class "B"                                                                                                                                                 | \$300.00 per Application | NA NA                        |                   |                         |                   |                                        |
| Pawn Shops                                                                                                                                                | \$450.00 per Application | NA NA                        |                   |                         |                   |                                        |
| Duplicate Business License                                                                                                                                | \$5.00 per Application   | NA NA                        |                   |                         |                   |                                        |
| Late Payment Fees                                                                                                                                         |                          |                              |                   |                         |                   |                                        |
| Paid 16-45 beyond due date                                                                                                                                | \$25.00 per Application  | NA NA                        |                   |                         |                   |                                        |
| Paid > 46 days beyond due date                                                                                                                            | \$25.00 per Application  | 1/2 of total application fee |                   |                         |                   |                                        |
| <b>Fines</b>                                                                                                                                              |                          |                              |                   |                         |                   |                                        |
| Utility Excavation without a Permit                                                                                                                       | \$250.00 per Incident    | NA NA                        |                   |                         |                   |                                        |
| Storm Water Pollution - Illicit Discharge                                                                                                                 |                          |                              | \$200.00          | Per Incident            |                   |                                        |
| Storm Water - Post construction BMP removal                                                                                                               |                          |                              | \$100.00          | Per BMP                 |                   |                                        |
| Construction Activity Without a Permit when required                                                                                                      | \$100.00 per Incident    | NA NA                        |                   |                         |                   |                                        |
| Operating without a business license                                                                                                                      | \$15.00 per Incident     | Certified mailing costs      |                   |                         |                   |                                        |
| Late Payment Fees                                                                                                                                         | \$10.00 per month        |                              |                   |                         |                   |                                        |
| Weed Mowing (Code Enforcement)                                                                                                                            |                          |                              |                   |                         |                   |                                        |
| Class A - A parcel of 1/4 acre or less with weeds and/or a small amount of trash and debris                                                               |                          |                              | \$150.00          |                         |                   |                                        |
| Class B - A parcel of 1/4 acre or less with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)                           |                          |                              | \$170.00          |                         |                   |                                        |
| Class C - A parcel greater than 1/4 acre, but less than 1/2 acre with weeds and/or a small amount of trash                                                |                          |                              | \$180.00          |                         |                   |                                        |
| Class D - A parcel greater than 1/4 acre, but less than 1/2 acre with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.) |                          |                              | \$205.00          |                         |                   |                                        |
| Class E - A parcel greater than 1/2 acre, but less than 3/4 acre with weeds and/or a small amount of trash                                                |                          |                              | \$225.00          |                         |                   |                                        |
| Class F - A parcel greater than 1/2 acre, but less than 3/4 acre with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.) |                          |                              | \$255.00          |                         |                   |                                        |
| Class G - A parcel greater than 3/4 acre, but less than 1 acre with weeds and/or a small amount of trash                                                  |                          |                              | \$262.50          |                         |                   |                                        |
| Class H - A parcel greater than 3/4 acre, but less than 1 acre with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)   |                          |                              | \$352.50          |                         |                   |                                        |
| Class I - A parcel greater than 1 acre, but less than 2 acres with weeds and/or a small amount of trash                                                   |                          |                              | \$375.00          |                         |                   |                                        |
| Class J - A parcel greater than 1 acre, but less than 2 acres with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)    |                          |                              | \$457.50          |                         |                   |                                        |
| Class K - A parcel greater than 2 acres, but less than 3 acres with weeds and/or a small amount of trash                                                  |                          |                              | \$412.50          |                         |                   |                                        |
| Class L - A parcel greater than 2 acres, but less than 3 acres with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)   |                          |                              | \$615.00          |                         |                   |                                        |
| Special Class - Special nuisances not easily classified requiring hourly fees for drivers, trucks, tractors, and hand work                                |                          |                              |                   |                         |                   | bids will be obtained from contractors |
| 1/4 acre = 10,890 square feet                                                                                                                             |                          |                              |                   |                         |                   |                                        |
| 1/2 acre = 21,780 square feet                                                                                                                             |                          |                              |                   |                         |                   |                                        |
| 3/4 acre = 32,674 square feet                                                                                                                             |                          |                              |                   |                         |                   |                                        |
| 1 acre = 43,560 square feet                                                                                                                               |                          |                              |                   |                         |                   |                                        |
| **All rates include dump fees                                                                                                                             |                          |                              |                   |                         |                   |                                        |
| Administration Fee for each subsequent weed mowing incident                                                                                               | \$50.00 per incident     | NA NA                        |                   |                         |                   |                                        |
| <b>Hourly Rates</b>                                                                                                                                       |                          |                              |                   |                         |                   |                                        |
| Weedeater                                                                                                                                                 |                          |                              |                   | \$33.00                 |                   |                                        |
| Edger                                                                                                                                                     |                          |                              |                   | \$33.00                 |                   |                                        |
| Leaf Blower                                                                                                                                               |                          |                              |                   | \$33.00                 |                   |                                        |
| Push Mower                                                                                                                                                |                          |                              |                   | \$36.00                 |                   |                                        |
| Small Riding Mower                                                                                                                                        |                          |                              |                   | \$43.50                 |                   |                                        |
| Large Riding Mower                                                                                                                                        |                          |                              |                   | \$52.50                 |                   |                                        |
| Tractor                                                                                                                                                   |                          |                              |                   | \$75.00                 |                   |                                        |
| Truck/Trailer                                                                                                                                             |                          |                              |                   | \$82.50                 |                   |                                        |
| Tractor/Mower                                                                                                                                             |                          |                              |                   | \$78.00                 |                   |                                        |
| **Hourly rates include operator, equipment, and all incidentals required to complete the work                                                             |                          |                              |                   |                         |                   |                                        |
| <b>Excavation Permit Fees</b>                                                                                                                             |                          |                              |                   |                         |                   |                                        |
| NOTE: Trench Repair Fees for Excavations between October 15th and May 15th are double fee shown                                                           |                          |                              |                   |                         |                   |                                        |
| Administrative Fee                                                                                                                                        | \$47.00 per application  |                              |                   |                         |                   |                                        |
| Curb & Gutter Repair                                                                                                                                      | \$20.00 per lf           | NA NA                        |                   |                         |                   |                                        |
| Sidewalk Repair                                                                                                                                           | \$10.00 per lf           | NA NA                        |                   |                         |                   |                                        |

Community Development

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| Fee Description                                               | Current Base Fee         | Additional Fee | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|---------------------------------------------------------------|--------------------------|----------------|-------------------|-------------------------|-------------------|-------------------------|
| Phone/Power/Cable Trench Repair Fee for Perpendicular Cuts    |                          |                |                   |                         |                   |                         |
| 26'-0" Wide Road (50' ROW)                                    |                          |                |                   |                         |                   |                         |
| 1'-0" to 13'-0" Cut                                           | \$46 14 per Application  | NA NA          |                   |                         |                   |                         |
| 14'-0" to 26'-0" Cut                                          | \$92 40 per Application  | NA NA          |                   |                         |                   |                         |
| 32'-0" Wide Road (50'-60' ROW)                                |                          |                |                   |                         |                   |                         |
| 1'-0" to 16'-0" Cut                                           | \$56 88 per Application  | NA NA          |                   |                         |                   |                         |
| Cut 17'-0" to 32'-0" Cut                                      | \$132 64 per Application | NA NA          |                   |                         |                   |                         |
| 36'-0" Wide Road (60' ROW)                                    |                          |                |                   |                         |                   |                         |
| 1'-0" to 18'-0" Cut                                           | \$63 96 per Application  | NA NA          |                   |                         |                   |                         |
| 19'-0" to 36'-0" Cut                                          | \$127 92 per Application | NA NA          |                   |                         |                   |                         |
| 42'-0" Wide Road (66' ROW)                                    |                          |                |                   |                         |                   |                         |
| 1'-0" to 21'-0" Cut                                           | \$78 12 per Application  | NA NA          |                   |                         |                   |                         |
| 22'-0" to 42'-0" Cut                                          | \$156 42 per Application | NA NA          |                   |                         |                   |                         |
| 56'-0" Wide Road (80' ROW)                                    |                          |                |                   |                         |                   |                         |
| 1'-0" to 21'-0" Cut                                           | \$78 12 per Application  | NA NA          |                   |                         |                   |                         |
| 22'-0" to 35'-0" Cut                                          | \$127 92 per Application | NA NA          |                   |                         |                   |                         |
| 36'-0" to 56'-0" Cut                                          | \$198 80 per Application | NA NA          |                   |                         |                   |                         |
| Water Line Trench Repair Fee for Perpendicular Cuts           |                          |                |                   |                         |                   |                         |
| 26'-0" Wide Road (50' ROW)                                    |                          |                |                   |                         |                   |                         |
| 1'-0" to 13'-0" Cut                                           | \$53 83 per Application  | NA NA          |                   |                         |                   |                         |
| 14'-0" to 26'-0" Cut                                          | \$107 66 per Application | NA NA          |                   |                         |                   |                         |
| 32'-0" Wide Road (50'-60' ROW)                                |                          |                |                   |                         |                   |                         |
| 1'-0" to 16'-0" Cut                                           | \$66 36 per Application  | NA NA          |                   |                         |                   |                         |
| Cut 17'-0" to 32'-0" Cut                                      | \$132 72 per Application | NA NA          |                   |                         |                   |                         |
| 36'-0" Wide Road (60' ROW)                                    |                          |                |                   |                         |                   |                         |
| 1'-0" to 18'-0" Cut                                           | \$74.62 per Application  | NA NA          |                   |                         |                   |                         |
| 19'-0" to 36'-0" Cut                                          | \$149 24 per Application | NA NA          |                   |                         |                   |                         |
| 42'-0" Wide Road (66' ROW)                                    |                          |                |                   |                         |                   |                         |
| 1'-0" to 21'-0" Cut                                           | \$87 08 per Application  | NA NA          |                   |                         |                   |                         |
| 22'-0" to 42'-0" Cut                                          | \$174 16 per Application | NA NA          |                   |                         |                   |                         |
| 56'-0" Wide Road (80' ROW)                                    |                          |                |                   |                         |                   |                         |
| 1'-0" to 21'-0" Cut                                           | \$87 08 per Application  | NA NA          |                   |                         |                   |                         |
| 22'-0" to 35'-0" Cut                                          | \$145 46 per Application | NA NA          |                   |                         |                   |                         |
| 36'-0" to 56'-0" Cut                                          | \$232 12 per Application | NA NA          |                   |                         |                   |                         |
| Storm Drain Lines Trench Repair Fee for Perpendicular Cuts    |                          |                |                   |                         |                   |                         |
| 26'-0" Wide Road (50' ROW)                                    |                          |                |                   |                         |                   |                         |
| 1'-0" to 13'-0" Cut                                           | \$61 52 per Application  | NA NA          |                   |                         |                   |                         |
| 14'-0" to 26'-0" Cut                                          | \$123 04 per Application | NA NA          |                   |                         |                   |                         |
| 32'-0" Wide Road (50'-60' ROW)                                |                          |                |                   |                         |                   |                         |
| 1'-0" to 16'-0" Cut                                           | \$75 84 per Application  | NA NA          |                   |                         |                   |                         |
| Cut 17'-0" to 32'-0" Cut                                      | \$151 68 per Application | NA NA          |                   |                         |                   |                         |
| 36'-0" Wide Road (60' ROW)                                    |                          |                |                   |                         |                   |                         |
| 1'-0" to 18'-0" Cut                                           | \$85 25 per Application  | NA NA          |                   |                         |                   |                         |
| 19'-0" to 36'-0" Cut                                          | \$170 56 per Application | NA NA          |                   |                         |                   |                         |
| 42'-0" Wide Road (66' ROW)                                    |                          |                |                   |                         |                   |                         |
| 1'-0" to 21'-0" Cut                                           | \$99 52 per Application  | NA NA          |                   |                         |                   |                         |
| 22'-0" to 42'-0" Cut                                          | \$199 04 per Application | NA NA          |                   |                         |                   |                         |
| 56'-0" Wide Road (80' ROW)                                    |                          |                |                   |                         |                   |                         |
| 1'-0" to 21'-0" Cut                                           | \$99 52 per Application  | NA NA          |                   |                         |                   |                         |
| 22'-0" to 35'-0" Cut                                          | \$166 24 per Application | NA NA          |                   |                         |                   |                         |
| 36'-0" to 56'-0" Cut                                          | \$265 28 per Application | NA NA          |                   |                         |                   |                         |
| Sanitary Sewer Lines Trench Repair Fee for Perpendicular Cuts |                          |                |                   |                         |                   |                         |
| 26'-0" Wide Road (50' ROW)                                    |                          |                |                   |                         |                   |                         |
| 1'-0" to 13'-0" Cut                                           | \$69 21 per Application  | NA NA          |                   |                         |                   |                         |
| 14'-0" to 26'-0" Cut                                          | \$138 24 per Application | NA NA          |                   |                         |                   |                         |
| 32'-0" Wide Road (50'-60' ROW)                                |                          |                |                   |                         |                   |                         |
| 1'-0" to 16'-0" Cut                                           | \$85 32 per Application  | NA NA          |                   |                         |                   |                         |
| Cut 17'-0" to 32'-0" Cut                                      | \$170 64 per Application | NA NA          |                   |                         |                   |                         |
| 36'-0" Wide Road (60' ROW)                                    |                          |                |                   |                         |                   |                         |
| 1'-0" to 18'-0" Cut                                           | \$99 40 per Application  | NA NA          |                   |                         |                   |                         |
| 19'-0" to 36'-0" Cut                                          | \$191 88 per Application | NA NA          |                   |                         |                   |                         |
| 42'-0" Wide Road (66' ROW)                                    |                          |                |                   |                         |                   |                         |
| 1'-0" to 21'-0" Cut                                           | \$111 96 per Application | NA NA          |                   |                         |                   |                         |
| 22'-0" to 42'-0" Cut                                          | \$223 92 per Application | NA NA          |                   |                         |                   |                         |
| 56'-0" Wide Road (80' ROW)                                    |                          |                |                   |                         |                   |                         |
| 1'-0" to 21'-0" Cut                                           | \$111 96 per Application | NA NA          |                   |                         |                   |                         |

**Community Development**

**All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)**

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

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

**Storm Water Activity Permit Fees**

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

**Newsletter Advertising Fees**

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

|                           | Per Issue Rate |
|---------------------------|----------------|
| Full page ad (8.5" x 11") | \$400.00       |
| Half page ad              | \$225.00       |
| Quarter page ad           | \$125.00       |
| Eight page ad             | \$60.00        |
| Back page ad*             |                |
| Full page                 | \$550.00       |
| Half page                 | \$350.00       |
| Quarter page              | \$200.00       |

\*Back page advertisements will not be sold on an annual basis

**Utility Bill Advertising Fees**

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

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

**Utilities**      **All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)**

| Fee Description                                                                            | Current Base Fee         | Additional Fee | Proposed<br>Base Fee | Proposed<br>Additional<br>Fee | Base Fee<br>Increase | Additional Fee<br>Increase |
|--------------------------------------------------------------------------------------------|--------------------------|----------------|----------------------|-------------------------------|----------------------|----------------------------|
| <b>Utility Rates</b>                                                                       |                          |                |                      |                               |                      |                            |
| Garbage Service                                                                            |                          |                |                      |                               |                      |                            |
| Service                                                                                    | \$11.00 per month        | N/A NA         |                      |                               |                      |                            |
| New Garbage Can Set-up                                                                     | \$100.00 ea. Unit        | NA NA          |                      |                               |                      |                            |
| Extra Garbage Can (Limit 3)                                                                | \$7.20 ea. Unit          | NA NA          |                      |                               |                      |                            |
| Green Waste Can                                                                            | \$6.50 ea. Unit          | N/A N/A        |                      |                               |                      |                            |
| Replacement Cost                                                                           | \$90.00 per can          | NA NA          |                      |                               |                      |                            |
| Early Return of Extra Can(s) - less than six (6) months                                    | \$35.00 per can          | NA NA          |                      |                               |                      |                            |
| Street Lighting (Effective May 1st, 2009)                                                  |                          |                |                      |                               |                      |                            |
| Street Ligting Power Fee                                                                   | \$1.00 per month         | NA NA          |                      |                               |                      |                            |
| Purchase of New Street Lights                                                              | \$0.32 per month         | NA NA          |                      |                               |                      |                            |
| Temporary Meter (New Construction)                                                         | \$30.00 per application  | NA NA          |                      |                               |                      |                            |
| New Service (Does not include impact fee)                                                  | \$25.00 per application  | NA NA          |                      |                               |                      |                            |
| Utility Account Transfer (within City limits)                                              | \$15.00 per request      | NA NA          |                      |                               |                      |                            |
| Late Fee on Delinquent Accounts                                                            | \$10.00 per incident     | NA NA          |                      |                               |                      |                            |
| Request for Re-establishment of Service after Delinquency                                  |                          |                |                      |                               |                      |                            |
| First Occurrence                                                                           | \$35.00 per request      | NA NA          |                      |                               |                      |                            |
| Subsequent Occurrences (Same Year)                                                         | \$50.00 per request      | NA NA          |                      |                               |                      |                            |
| After Hours Re-connection of Service                                                       | \$35.00 per request      | NA NA          |                      |                               |                      |                            |
| Deposit for Water Service                                                                  |                          |                |                      |                               |                      |                            |
| Residential                                                                                | \$75.00 per application  | NA NA          |                      |                               |                      |                            |
| Commercial/Industrial/Multi-Family                                                         | \$100.00 per application | NA NA          |                      |                               |                      |                            |
| Culinary Water Service                                                                     |                          |                |                      |                               |                      |                            |
| Private Pool - Above Ground Permenant                                                      | \$2.20 per 1,000 gallons |                |                      |                               |                      |                            |
| Commercial Construction (not to be pro-rated)                                              | \$2.20 per 1,000 gallons |                |                      |                               |                      |                            |
| Commercial Service                                                                         |                          |                |                      |                               |                      |                            |
| < 10,000 Gallons                                                                           | \$16.50 per month        | NA NA          |                      |                               |                      |                            |
| 10,001-30,000 gallons                                                                      | \$1.65 per 1,000 gallons | NA NA          |                      |                               |                      |                            |
| 30,001-40,000 gallons                                                                      | \$2.05 per 1,000 gallons | NA NA          |                      |                               |                      |                            |
| > 40,000 gallons                                                                           | \$2.65 per 1,000 gallons | NA NA          |                      |                               |                      |                            |
| Residential Service (with secondary water)                                                 |                          |                |                      |                               |                      |                            |
| < 8,000 Gallons                                                                            | \$16.50 per month        | NA NA          |                      |                               |                      |                            |
| 8,001 -15,000 gallons                                                                      | \$2.05 per 1,000 gallons | NA NA          |                      |                               |                      |                            |
| > 15,000 gallons                                                                           | \$2.45 per 1,000 gallons | NA NA          |                      |                               |                      |                            |
| Residential Service (without secondary water)                                              |                          |                |                      |                               |                      |                            |
| < 8,000 Gallons                                                                            | \$16.50 per month        | NA NA          |                      |                               |                      |                            |
| 8,001 -15,000 gallons                                                                      | \$2.20 per 1,000 gallons | NA NA          |                      |                               |                      |                            |
| 15,001-20,000 gallons                                                                      | \$2.75 per 1,000 gallons | NA NA          |                      |                               |                      |                            |
| > 20,000 gallons                                                                           | \$4.10 per 1,000 gallons | NA NA          |                      |                               |                      |                            |
| All Non-Residential Service                                                                |                          |                |                      |                               |                      |                            |
| < 8,000 Gallons                                                                            | \$22.50 per month        | NA NA          |                      |                               |                      |                            |
| 8,001 -15,000 gallons                                                                      | \$2.20 per 1,000 gallons | NA NA          |                      |                               |                      |                            |
| 15,001-20,000 gallons                                                                      | \$2.75 per 1,000 gallons | NA NA          |                      |                               |                      |                            |
| > 20,000 gallons                                                                           | \$4.10 per 1,000 gallons | NA NA          |                      |                               |                      |                            |
| Secondary Water Service (rate based on 3/4" line size flow for any service larger than 1") |                          |                |                      |                               |                      |                            |
| 3/4" line                                                                                  | \$15.50 per month        | NA NA          |                      |                               |                      |                            |
| 1" line                                                                                    | \$21.50 per month        | NA NA          |                      |                               |                      |                            |
| 1 1/2" line                                                                                | \$58.00 per month        | NA NA          |                      |                               |                      |                            |
| 2" line                                                                                    | \$103.11 per month       | NA NA          |                      |                               |                      |                            |
| 3" line                                                                                    | \$184.50 per month       | NA NA          |                      |                               |                      |                            |

**Utilities**      *All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)*

| Fee Description                                          | Current Base Fee           | Additional Fee                     | Proposed<br>Base Fee | Proposed<br>Additional<br>Fee | Base Fee<br>Increase | Additional Fee<br>Increase |
|----------------------------------------------------------|----------------------------|------------------------------------|----------------------|-------------------------------|----------------------|----------------------------|
| 4" line                                                  | \$412.44 per month         | NA NA                              |                      |                               |                      |                            |
| 6" line                                                  | \$928.00 per month         | NA NA                              |                      |                               |                      |                            |
| 8" line                                                  | \$1,649.78 per month       | NA NA                              |                      |                               |                      |                            |
| Hydrant Meter                                            |                            |                                    |                      |                               |                      |                            |
| Meter Deposit                                            | \$1,200.00 per application | NA NA                              |                      |                               |                      |                            |
| Administrative Fee                                       | \$30.00 per application    | NA NA                              |                      |                               |                      |                            |
| Hydrant Rental                                           |                            |                                    |                      |                               |                      |                            |
| Short Term (up to 3 days)                                | \$8.00 per application     | \$2.00 per 1,000 gallons           |                      |                               |                      |                            |
| Long Term (Monthly)                                      | \$30.00 per month          | \$2.00 per 1,000 gallons           |                      |                               |                      |                            |
| General Use Fee                                          | \$2.20 per 1,000 gallons   | NA NA                              |                      |                               |                      |                            |
| Hydrant Flushing                                         | \$250.00 per Flushing      | \$2.18 per 1,000 gallons           |                      |                               |                      |                            |
| Sewer Service (Waste)                                    |                            |                                    |                      |                               |                      |                            |
| Residential & Commercial                                 | \$13.30 per month          | NA NA                              |                      |                               |                      |                            |
| Sewer Service (Storm)                                    |                            |                                    |                      |                               |                      |                            |
| Residential                                              | \$3.50 per month           | NA NA                              |                      |                               |                      |                            |
| Commercial                                               |                            |                                    |                      |                               |                      |                            |
| 0 - 1 acre                                               | \$5.50 per month           | NA NA                              |                      |                               |                      |                            |
| 1.1 - 2 acres                                            | \$11.00 per month          | NA NA                              |                      |                               |                      |                            |
| 2.1 - 2 acres                                            | \$16.50 per month          | NA NA                              |                      |                               |                      |                            |
| 3.1 - 4 acres                                            | \$22.00 per month          | NA NA                              |                      |                               |                      |                            |
| 4.1 - 5 acres                                            | \$27.50 per month          | NA NA                              |                      |                               |                      |                            |
| 5.1 - 6 acres                                            | \$33.00 per month          | NA NA                              |                      |                               |                      |                            |
| 6.1 - 7 acres                                            | \$38.50 per month          | NA NA                              |                      |                               |                      |                            |
| 7.1 - 8 acres                                            | \$44.00 per month          | NA NA                              |                      |                               |                      |                            |
| 8.1 - 9 acres                                            | \$49.50 per month          | NA NA                              |                      |                               |                      |                            |
| Each additional acre                                     | \$5.50 per month           | NA NA                              |                      |                               |                      |                            |
| Secondary Water - Open Land in a Residential Subdivision | \$0.19 sf of pervious area | NA NA                              |                      |                               |                      |                            |
| Secondary Water                                          |                            |                                    |                      |                               |                      |                            |
| ¾" Line                                                  | \$300.00 ea. Unit          | NA NA                              |                      |                               |                      |                            |
| 1" Line                                                  | \$400.00 ea. Unit          | NA NA                              |                      |                               |                      |                            |
| 1½" Line                                                 | \$600.00 ea. Unit          | NA NA                              |                      |                               |                      |                            |
| 2" Line                                                  | \$800.00 ea. Unit          | NA NA                              |                      |                               |                      |                            |
| 3" Line                                                  | \$1,200.00 ea. Unit        | NA NA                              |                      |                               |                      |                            |
| 4" Line                                                  | \$1,600.00 ea. Unit        | NA NA                              |                      |                               |                      |                            |
| 6" Line                                                  | \$2,000.00 ea. Unit        | NA NA                              |                      |                               |                      |                            |
| 8" Line                                                  | \$2,400.00 ea. Unit        | NA NA                              |                      |                               |                      |                            |
| Sewer - North Davis Sewer District (Connection)          | \$225.00 per Connection    | NA NA                              |                      |                               |                      |                            |
| Sewer - City Connection                                  | \$300.00 ea. Unit          | NA NA                              |                      |                               |                      |                            |
| Public Works                                             |                            |                                    |                      |                               |                      |                            |
| Sidewalk & Driveway Approach Replacement                 | \$45.00 per inspection     | NA NA                              |                      |                               |                      |                            |
| Street Sweeping (Contractor failure to clean)            | \$515.00 per incident      | Time & Material for City Personnel |                      |                               |                      |                            |
| <b>Fines</b>                                             |                            |                                    |                      |                               |                      |                            |
| Fines - Water Meter Tampering                            | \$35.00 per Incident       | NA NA                              |                      |                               |                      |                            |

**Parks & Recreation All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)**

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

**Parks & Recreation All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)**

| Fee Description           | Current Base Fee              | Additional Fee                            | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|---------------------------|-------------------------------|-------------------------------------------|-------------------|-------------------------|-------------------|-------------------------|
| Non-Resident              | \$75.00 per (4) hour period   | NA NA                                     |                   |                         |                   |                         |
| Cancellation Fee          | \$5.00 per cancellation       | 50% within 7 days, no refund under 3 days |                   |                         |                   |                         |
| <b>Heritage Days</b>      |                               |                                           |                   |                         |                   |                         |
| 10 x 10 Booth             | \$75.00 per booth             | NA NA                                     |                   |                         |                   |                         |
| 10 x 20 Booth             | \$120.00 per booth            | NA NA                                     |                   |                         |                   |                         |
| Power for Booth           | \$10.00 per booth             | NA NA                                     |                   |                         |                   |                         |
| Roving Vendor Permit      |                               |                                           |                   |                         |                   |                         |
| Without a booth rental    | \$50.00 per permit            | NA NA                                     |                   |                         |                   |                         |
| With a booth rental       | \$25.00 per permit            | NA NA                                     |                   |                         |                   |                         |
| Parade Entry              | \$10.00 per vehicle           |                                           |                   |                         |                   |                         |
| Late Fee                  | \$15.00 per application       | NA NA                                     |                   |                         |                   |                         |
| <b>Sports Programs</b>    |                               |                                           |                   |                         |                   |                         |
| Late Sign-up Fee          | \$5.00 per person             | NA NA                                     |                   |                         |                   |                         |
| Golf                      | \$56.00 per person            | NA NA                                     |                   |                         |                   |                         |
| Tennis                    | \$31.00 per person            | NA NA                                     |                   |                         |                   |                         |
| Football (Tackle)         | \$116.00 per person           | NA NA                                     |                   |                         |                   |                         |
| Adult Basketball          | \$351.00 per team             | NA NA                                     |                   |                         |                   |                         |
| Soccer (Fall/Spring)      |                               |                                           |                   |                         |                   |                         |
| Resident                  | \$46.00 per person            | NA NA                                     |                   |                         |                   |                         |
| Non-Resident              | \$61.00 per person            | NA NA                                     |                   |                         |                   |                         |
| Baseball/Softball         |                               |                                           |                   |                         |                   |                         |
| T-ball                    |                               |                                           |                   |                         |                   |                         |
| Resident                  | \$36.00 per person            | NA NA                                     |                   |                         |                   |                         |
| Non-Resident              | \$51.00 per person            | NA NA                                     |                   |                         |                   |                         |
| Machine Pitch             |                               |                                           |                   |                         |                   |                         |
| Resident                  | \$41.00 per person            | NA NA                                     |                   |                         |                   |                         |
| Non-Resident              | \$41.00 per person            | NA NA                                     |                   |                         |                   |                         |
| Minor League/Major League |                               |                                           |                   |                         |                   |                         |
| Resident                  | \$46.00 per person            | NA NA                                     |                   |                         |                   |                         |
| Non-Resident              | \$61.00 per person            | NA NA                                     |                   |                         |                   |                         |
| Pony/Ponytail/High School |                               |                                           |                   |                         |                   |                         |
| Resident                  | \$51.00 per person            | NA NA                                     |                   |                         |                   |                         |
| Non-Resident              | \$66.00 per person            | NA NA                                     |                   |                         |                   |                         |
| Jr High/5th - 6th Girls   |                               |                                           |                   |                         |                   |                         |
| Resident                  | \$51.00 per person            | NA NA                                     |                   |                         |                   |                         |
| Non-Resident              | \$66.00 per person            | NA NA                                     |                   |                         |                   |                         |
| Basketball                |                               |                                           |                   |                         |                   |                         |
| 1st-6th grades (Jr Jazz)  |                               |                                           |                   |                         |                   |                         |
| Resident                  | \$51.00 per person            | NA NA                                     |                   |                         |                   |                         |
| Non-Resident              | \$66.00 per person            | NA NA                                     |                   |                         |                   |                         |
| 7th-12th grades (Jr Jazz) |                               |                                           |                   |                         |                   |                         |
| Resident                  | \$56.00 per person            | NA NA                                     |                   |                         |                   |                         |
| Non-Resident              | \$71.00 per person            | NA NA                                     |                   |                         |                   |                         |
| Itty Bitty                |                               |                                           |                   |                         |                   |                         |
| Resident                  | \$36.00 per person            | NA NA                                     |                   |                         |                   |                         |
| Non-Resident              | \$51.00 per person            | NA NA                                     |                   |                         |                   |                         |
| <b>Equipment Rental</b>   |                               |                                           |                   |                         |                   |                         |
| Performance Stage         | \$900.00 per day              |                                           |                   |                         |                   |                         |
| Cotton Candy Machine      | \$45.00 per day               |                                           |                   |                         |                   |                         |
| Hot Dog Roaster           | \$40.00 per day               |                                           |                   |                         |                   |                         |
| Nacho Machine             | \$40.00 per day               |                                           |                   |                         |                   |                         |
| Popcorn Machine           | \$45.00 per day               |                                           |                   |                         |                   |                         |
| Inflatables               |                               |                                           |                   |                         |                   |                         |
| 20 foot double slide      | \$150.00 per 4 hours          |                                           |                   |                         |                   |                         |
| Bounce House              | \$115.00 per 4 hours          |                                           |                   |                         |                   |                         |
| Human Hamster Balls       | \$125.00 per ball for 2 hours |                                           |                   |                         |                   |                         |

Amended 07-10-12

**Parks & Recreation All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)**

| Fee Description   | Current Base Fee | Additional Fee | Proposed<br>Base Fee | Proposed<br>Additional<br>Fee | Base Fee<br>Increase | Additional Fee<br>Increase |
|-------------------|------------------|----------------|----------------------|-------------------------------|----------------------|----------------------------|
| <b>Utilities</b>  |                  |                |                      |                               |                      |                            |
| Parks Maintenance | \$2.93 per month | NA NA          |                      |                               |                      |                            |

**Cemetery**

*All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)*

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

**Public Safety**

*All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)*

| Fee Description                                                                                               | Current Base Fee   | Additional Fee                                     | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|---------------------------------------------------------------------------------------------------------------|--------------------|----------------------------------------------------|-------------------|-------------------------|-------------------|-------------------------|
| <b>Fire Department</b>                                                                                        |                    |                                                    |                   |                         |                   |                         |
| Ambulance Stand-By Fee (for-profit special events)                                                            | \$36.00 per hour   |                                                    |                   |                         |                   |                         |
| CERT Special Class fee for additional classes requested by organizations outside of regular scheduled classes | \$200.00 per class |                                                    |                   |                         |                   |                         |
| Equipment issued during CERT Class                                                                            | \$25.00            |                                                    |                   |                         |                   |                         |
| Fire Report                                                                                                   | \$10.00            |                                                    |                   |                         |                   |                         |
| Fire Report with pictures                                                                                     | \$50.00            |                                                    |                   |                         |                   |                         |
| CPR/ First Aid Course                                                                                         |                    |                                                    |                   |                         |                   |                         |
| Resident                                                                                                      | \$10.00            |                                                    |                   |                         |                   |                         |
| Non-Resident                                                                                                  | \$20.00            |                                                    |                   |                         |                   |                         |
| Children's Bike Helmets                                                                                       | \$10.00            |                                                    |                   |                         |                   |                         |
| <b>Police Department</b>                                                                                      |                    |                                                    |                   |                         |                   |                         |
| Fingerprinting                                                                                                | \$50.00 per card   |                                                    |                   |                         |                   |                         |
| Police Report                                                                                                 | \$10.00            |                                                    |                   |                         |                   |                         |
| Police Report with pictures                                                                                   | \$50.00            |                                                    |                   |                         |                   |                         |
| Police Training Room Rental                                                                                   |                    |                                                    |                   |                         |                   |                         |
| Resident                                                                                                      | \$25.00            |                                                    |                   |                         |                   |                         |
| Non-Resident                                                                                                  | \$50.00            |                                                    |                   |                         |                   |                         |
| Police Training Room Rental w/food                                                                            |                    |                                                    |                   |                         |                   |                         |
| Resident                                                                                                      | \$50.00            |                                                    |                   |                         |                   |                         |
| Non-Resident                                                                                                  | \$75.00            |                                                    |                   |                         |                   |                         |
| Defensive Driving Course ordered by Justice Court                                                             | \$50.00            |                                                    |                   |                         |                   |                         |
| <b>Emergency Services</b>                                                                                     |                    |                                                    |                   |                         |                   |                         |
| Base Fee and Mileage Rate                                                                                     |                    | As per State approved Utah Health Department Rates |                   |                         |                   |                         |
| Surcharges (Emergency, night service, off-road)                                                               |                    |                                                    |                   |                         |                   |                         |
| Special Provisions (wait time, non-transport)                                                                 |                    |                                                    |                   |                         |                   |                         |
| Medical Supplies                                                                                              |                    |                                                    |                   |                         |                   |                         |

**Miscellaneous**

*All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)*

| Fee Description                                                                          | Current Base Fee                 | Additional Fee                   | Proposed Base Fee            | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|------------------------------------------------------------------------------------------|----------------------------------|----------------------------------|------------------------------|-------------------------|-------------------|-------------------------|
| <b>Faxes</b>                                                                             |                                  |                                  |                              |                         |                   |                         |
| Local                                                                                    | \$2.00 per call                  | NA NA                            |                              |                         |                   |                         |
| Long Distance                                                                            | \$1.00 per page                  | \$0.10 NA                        |                              |                         |                   |                         |
| <b>Copies</b>                                                                            |                                  |                                  |                              |                         |                   |                         |
| 8 1/2 " x 11" - single sheet B&W                                                         | \$0.25 per sheet                 | NA NA                            |                              |                         |                   |                         |
| 8 1/2 " x 11" - single sheet Color                                                       | \$0.50 per sheet                 | NA NA                            |                              |                         |                   |                         |
| 11 " x 17" - single sheet B&W                                                            | \$0.50                           |                                  |                              |                         |                   |                         |
| 11 " x 17" - single sheet Color                                                          | \$1.00                           |                                  |                              |                         |                   |                         |
| 24" x 36"                                                                                | \$2.00 per sheet                 | NA NA                            |                              |                         |                   |                         |
| Off-site Printing                                                                        | Actual Cost                      | NA NA                            |                              |                         |                   |                         |
| <b>Post Office Supplies</b>                                                              |                                  |                                  |                              |                         |                   |                         |
| Bubble Wrap                                                                              | \$3.30                           |                                  |                              |                         |                   |                         |
| Packing Tape Dispensers                                                                  | \$3.50                           |                                  |                              |                         |                   |                         |
| Mailing Carton 12" x 10" x 8"                                                            | \$2.19                           |                                  |                              |                         |                   |                         |
| Mailing Carton 15"x12"x10"                                                               | \$3.49                           |                                  |                              |                         |                   |                         |
| Mlg Ctn 9.0625" x 5.625" x 1.25" (DVD/Video)                                             | \$2.59                           |                                  |                              |                         |                   |                         |
| Mailing Carton 8" x 8" x 8"                                                              | \$1.99                           |                                  |                              |                         |                   |                         |
| Mailing Carton 5.75" x 5.25" x 1" (CD Mailer)                                            | \$2.19                           |                                  |                              |                         |                   |                         |
| Photo/Doc Mlr 9.75" x 12.25" (Chipboard)                                                 | \$1.59                           |                                  |                              |                         |                   |                         |
| Cushion Mailer 6" x 10"                                                                  | \$1.19                           |                                  |                              |                         |                   |                         |
| Cushion Mailer 8.5" x 12"                                                                | \$1.59                           |                                  |                              |                         |                   |                         |
| Cushion Mailer 10.5" x 16"                                                               | \$1.89                           |                                  |                              |                         |                   |                         |
| Photo/Doc Mailer 6" x 10" (Chipboard)                                                    | \$1.49                           |                                  |                              |                         |                   |                         |
| Photo/Doc Mlr 6.5" x 9.5" Corr-Ins peel adh                                              | \$1.69                           |                                  |                              |                         |                   |                         |
| Photo/Doc Mlr 9.5" x 12.5" Corr-Ins peel adh                                             | \$2.19                           |                                  |                              |                         |                   |                         |
| Bubble Mailer 6" x 10"                                                                   | \$1.49                           |                                  |                              |                         |                   |                         |
| Bubble Mailer 10.5" x 16"                                                                | \$2.19                           |                                  |                              |                         |                   |                         |
| Bubble Mailer 8.5" x 12"                                                                 | \$1.79                           |                                  |                              |                         |                   |                         |
| Bubble Mailer 12.5" x 19"                                                                | \$2.59                           |                                  |                              |                         |                   |                         |
| Envelope 6" x 9"                                                                         | \$0.49                           |                                  |                              |                         |                   |                         |
| Utility Mailer 10.5" x 16"                                                               | \$1.19                           |                                  |                              |                         |                   |                         |
| <b>Administrative Reports &amp; Documents</b>                                            |                                  |                                  |                              |                         |                   |                         |
| Financial Report                                                                         |                                  |                                  |                              |                         |                   |                         |
| First Copy                                                                               | No Charge per report             | NA NA                            |                              |                         |                   |                         |
| Additional                                                                               | \$5.00 per report                | NA NA                            |                              |                         |                   |                         |
| Budget Document                                                                          |                                  |                                  |                              |                         |                   |                         |
| First Copy                                                                               | \$20.00 per report               | NA NA                            |                              |                         |                   |                         |
| Additional                                                                               | \$5.00 per report                | NA NA                            |                              |                         |                   |                         |
| Audio Recordings on CD                                                                   | \$10.00 per CD                   | NA NA                            |                              |                         |                   |                         |
| Certification of Copies                                                                  | \$2.00 per copy                  | NA NA                            |                              |                         |                   |                         |
| GRAMA Records Request                                                                    |                                  |                                  |                              |                         |                   |                         |
| Research, compilation, editing etc.                                                      | \$0.00 per minute (first 30 min) | \$15.00 per hour (31+ minutes)   |                              |                         |                   |                         |
| Notarization                                                                             | \$5.00 per stamp                 | NA NA                            |                              |                         |                   |                         |
| Subdivision Ordinance Book                                                               |                                  |                                  |                              |                         |                   |                         |
| Entire Book                                                                              | \$15.00 per book                 | NA NA                            |                              |                         |                   |                         |
| Per Chapter                                                                              | \$1.50 per chapter               | NA NA                            |                              |                         |                   |                         |
| General Plan Book                                                                        | \$15.00 per book                 | NA NA                            |                              |                         |                   |                         |
| <b>Maps (includes Zoning, General Plan, Garbage Pick-up, Master Transportation etc.)</b> |                                  |                                  |                              |                         |                   |                         |
| 8 1/2 " x 11"                                                                            | Size A                           | \$3.00 per map                   | NA NA                        |                         |                   |                         |
| 11" x 17"                                                                                | Size B                           | \$5.00 per map                   | NA NA                        |                         |                   |                         |
| 17" x 22"                                                                                | Size C                           | \$8.00 per map                   | NA NA                        |                         |                   |                         |
| 22" x 34"                                                                                | Size D                           | \$15.00 per map                  | NA NA                        |                         |                   |                         |
| 34" x 44"                                                                                | Size E                           | \$17.00 per map                  | NA NA                        |                         |                   |                         |
| Custom                                                                                   |                                  | \$3.00 per sf                    | \$10.00 Minimum              |                         |                   |                         |
| Map Research & Compilation                                                               |                                  | \$0.00 per hour (< 30 min.)      | \$15.00 per hour (> 30 min.) |                         |                   |                         |
| Maps on disk                                                                             |                                  | \$10.00 per map (Standard Sizes) | NA NA                        |                         |                   |                         |

**Collections**  
Amended 07-10-12

Miscellaneous

All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)

| Fee Description                                 | Current Base Fee                     | Additional Fee                | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|-------------------------------------------------|--------------------------------------|-------------------------------|-------------------|-------------------------|-------------------|-------------------------|
| Returned Check Fee                              | \$20.00 per check                    | NA NA                         |                   |                         |                   |                         |
| Warrant Collection Fee                          | 2.75% of outstanding warrant balance |                               |                   |                         |                   |                         |
| Outside Collection Agency Fee                   | 25% of balance owed to City          |                               | 33 33%            | of balance owed to City |                   |                         |
| <b>Candidate Filing Fee for Public Office</b>   | \$25.00 per application              | NA NA                         |                   |                         |                   |                         |
| <b>City Hall Lobby Rental</b>                   |                                      |                               |                   |                         |                   |                         |
| Small Events (< 25 persons - no food present)   |                                      |                               |                   |                         |                   |                         |
| Resident                                        | \$50.00 per rental                   | \$0.00 per hour               |                   |                         |                   |                         |
| Non-resident                                    | \$75.00 per rental                   | \$0.00 per hour               |                   |                         |                   |                         |
| Small Events (< 25 persons - with food present) |                                      |                               |                   |                         |                   |                         |
| Resident                                        | \$100.00 per rental                  | \$35.00 per hour              |                   |                         |                   |                         |
| Non-resident                                    | \$150.00 per rental                  | \$35.00 per hour              |                   |                         |                   |                         |
| Large Events (> 25 persons - no food present)   |                                      |                               |                   |                         |                   |                         |
| Resident                                        | \$300.00 per rental                  | \$35.00 per hour              |                   |                         |                   |                         |
| Non-resident                                    | \$450.00 per rental                  | \$35.00 per hour              |                   |                         |                   |                         |
| Large Events (> 25 persons - with food present) |                                      |                               |                   |                         |                   |                         |
| Resident                                        | \$300.00 per rental                  | \$35.00 per hour              |                   |                         |                   |                         |
| Non-resident                                    | \$450.00 per rental                  | \$35.00 per hour              |                   |                         |                   |                         |
| <b>City Hall Chambers Rental</b>                |                                      |                               |                   |                         |                   |                         |
| Small Events (< 25 persons - no food present)   |                                      |                               |                   |                         |                   |                         |
| Resident                                        | \$100.00 per rental                  | \$35.00 per hour for staffing |                   |                         |                   |                         |
| Non-resident                                    | \$150.00 per rental                  | \$40.00 per hour for staffing |                   |                         |                   |                         |
| Large Events (< 25 persons - no food present)   |                                      |                               |                   |                         |                   |                         |
| Resident                                        | \$300.00 per rental                  | \$40.00 per hour              |                   |                         |                   |                         |
| Non-resident                                    | \$450.00 per rental                  | \$45.00 per hour              |                   |                         |                   |                         |
| <b>City Hall Lobby and Chambers Rental</b>      |                                      |                               |                   |                         |                   |                         |
| Small Events (< 25 persons - no food present)   |                                      |                               |                   |                         |                   |                         |
| Resident                                        | \$150.00 per rental                  | \$35.00 per hour              |                   |                         |                   |                         |
| Non-resident                                    | \$200.00 per rental                  | \$40.00 per hour              |                   |                         |                   |                         |
| Small Events (< 25 persons - with food present) |                                      |                               |                   |                         |                   |                         |
| Resident                                        | \$200.00 per rental                  | \$40.00 per hour              |                   |                         |                   |                         |
| Non-resident                                    | \$250.00 per rental                  | \$45.00 per hour              |                   |                         |                   |                         |
| Large Events (> 25 persons - no food present)   |                                      |                               |                   |                         |                   |                         |
| Resident                                        | \$350.00 per rental                  | \$50.00 per hour              |                   |                         |                   |                         |
| Non-resident                                    | \$400.00 per rental                  | \$55.00 per hour              |                   |                         |                   |                         |
| Large Events (> 25 persons - with food present) |                                      |                               |                   |                         |                   |                         |
| Resident                                        | \$450.00 per rental                  | \$55.00 per hour              |                   |                         |                   |                         |
| Non-resident                                    | \$500.00 per rental                  | \$60.00 per hour              |                   |                         |                   |                         |



# COUNCIL AGENDA

October 9, 2012

Agenda Item #G Discussion regarding Agenda Item #10- Proposed Ordinance No. 12-25 amending various provisions of Title 8, The Subdivision Ordinance, relating to exaction of water shares. (10 min.)

### *Factual Summation*

- Please see the memo from the Community and Economic Development Department. Any questions regarding this item can be directed at City Attorney, Will Carlson, Public Works Director, Robert Whiteley, and Community and Economic Development Director, Mike Eggett.
- Please see the attached Proposed Ordinance No. 12-25

### *Background*

Recently a concern was brought to the attention of City Staff relative to the exaction of water shares for development within the City. Upon review of the current City ordinance regarding the acquisition of irrigation water shares upon non-residential developments by the City Attorney, the CED Director and Public Works Director, it was determined that the current ordinance does not adequately address State requirements for irrigation water. Therefore, the City Attorney in working with the Public Works Department and the CED Department, crafted an update irrigation water section (regarding water shares) of the City Code and presented it for review by the Planning Commission on September 18, 2012. The Planning Commission held a public hearing on September 18, 2012 to review the proposed amendment language.

For your use and review, the attached proposed language changes to the Municipal Code, Title VIII, reflects the combined efforts of the City Attorney, Public Works Department and the CED Department to provide a mechanism that equitably requires irrigation water shares be transferred to the City for both residential and non-residential developments.

**Consideration of Recommendation for City Council Approval of the amendments to the Syracuse City Municipal Code, Section 8-2-9, relating to the exaction of water shares on residential and non-residential subdivisions.**

On September 18, 2012, the Syracuse City Planning Commission held a public hearing and unanimously recommended that the Syracuse City Council approve the following amendment to the Syracuse City Municipal Code, Title VIII as follows:

**8-2-9: IRRIGATION WATER.** Due to the need of providing irrigation water for subdivision development, ~~the subdivider shall convey to Syracuse City water rights that have been customarily used on the property to be developed that are usable by and acceptable to Syracuse City to provide a minimum of three acre feet (3 a.f.) of water annually during normal water years, for each acre or part thereof within the subdivision. In the event there are no owner water rights on property to be developed, the developer shall obtain and convey water rights acceptable and usable by Syracuse City.~~ (Ord 04-23) the City has estimated the impact of subdivisions on the area's water supply. Factors including the City's climate, temperature, precipitation, evapotranspiration rate, length of the irrigation season, and soil type dictate that each acre of irrigable property requires roughly four acre feet (4 a.f.) of water annually during normal water years.

- A. Residential Subdivisions.** Based on extensive experience with residential subdivisions, the City has calculated that the nature and extent of a residential subdivision's impact on the water supply is roughly proportionate to three acre feet (0.75 x 4 a.f.) of water annually for each acre or part thereof within the subdivision during normal water years. Therefore, a residential developer shall convey to the City water rights that have been customarily used on the property to be developed that are usable by and acceptable to the City to provide 0.75 x 4 a.f. for each acre or part thereof within the subdivision. In the event there are no owner water rights on property to be developed, the developer shall obtain and convey water rights acceptable and usable by Syracuse City.
- B. Nonresidential Subdivisions.** The nature and extent of a nonresidential subdivision's impact on the water supply varies widely based on the amount of the subdivision that remains irrigable acres. Accordingly, a nonresidential developer shall convey to the City water rights that have been customarily used on the property to be developed that are usable by and acceptable to the City to provide 4 a.f. for each irrigable acre or part thereof within the subdivision. In the event there are no owner water rights on property to be developed, the developer shall obtain and convey water rights acceptable and usable by Syracuse City. No water rights shall be conveyed for full acres of asphalt or other non-permeable surfaces.
- C. Exactions to Cease Upon Excess Supply.** Every five years the Public Works Director shall determine whether the City's existing available water interests exceed the water interests needed to meet the amount of water needed in the next 40 years by the persons within the City's projected service area based on projected population growth and other water use demand ("reasonable future water requirements.") Should the Director conclude that available water interests exceed the reasonable future water requirements of the public, the Public Works Director shall notify the City Council and the City Council shall act to cease exacting water shares from any further developers until existing available water interests no longer exceed the reasonable future water requirements.

### **Recommendation**

The Syracuse City Planning Commission and City Staff hereby recommend that the City Council adopt Ordinance 12-25 and approve the proposed irrigation water language-amending Section 8-2-9 of the Syracuse City Municipal Code.



# COUNCIL AGENDA

October 9, 2012

## Agenda Item #H

Discussion regarding Agenda Item #11- Proposed Ordinance No. 12-26 amending the existing zoning map of Title X, "Syracuse City Zoning Ordinance", revised ordinances of Syracuse, 1971, by changing from Residential 2 (R-2) Zone to Professional Office Zone on the parcel(s) of real property herein described. (5 min.)

### *Factual Summation*

- Please see the memo from the Community and Economic Development Department. Any questions regarding this item can be directed at Community and Economic Development Director, Mike Eggett and representative Planning Commissioners.
- Please see the attached Proposed Ordinance No. 12-25



**Mayor**  
Jamie Nagle

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

**City Manager**  
Robert D. Rice

### ***Factual Summation***

- Any questions regarding this items may be directed at CED Director, Michael Eggett and representative Planning Commissioners
- See the attached Current General Plan Map and Proposed Zone Map

## **MEMORANDUM**

**To:** Mayor and City Council

**From:** Community & Economic Development Department

**Date:** October 9, 2012

**Subject:** City Council Approval of the Brighton Bank request for a rezone at approximately 2463 West 1700 South, Rezone from R-2 Residential to Professional Office

---

### **Background**

The Planning Commission held a public hearing on October 2, 2012 for the Brighton Bank rezone request. No public comment was provided during the hearing. The Planning Commission reviewed the request and agreed that the property as proposed is established as Professional Office on the General Plan Map and this rezone request is in conformance with the General Plan.

### **Consideration of Recommendation for City Council Approval of the Brighton Bank request for a Rezone from R-2 (Residential) to Professional Office Zone at approximately 2463 West 1700 South, and adoption of Ordinance 12-26 to amend the Syracuse City Zoning Map.**

On October 2, 2012, the Syracuse City Planning Commission unanimously recommended that the Syracuse City Council approve the rezone request from Brighton Bank to rezone property located at 2463 West 1700 South from the R-2 (Residential) Zone to Professional Office, with a finding that the property is designated in the City General Plan for said land use of Professional Office. No concerns were raised by the Planning Commission or members of the public.

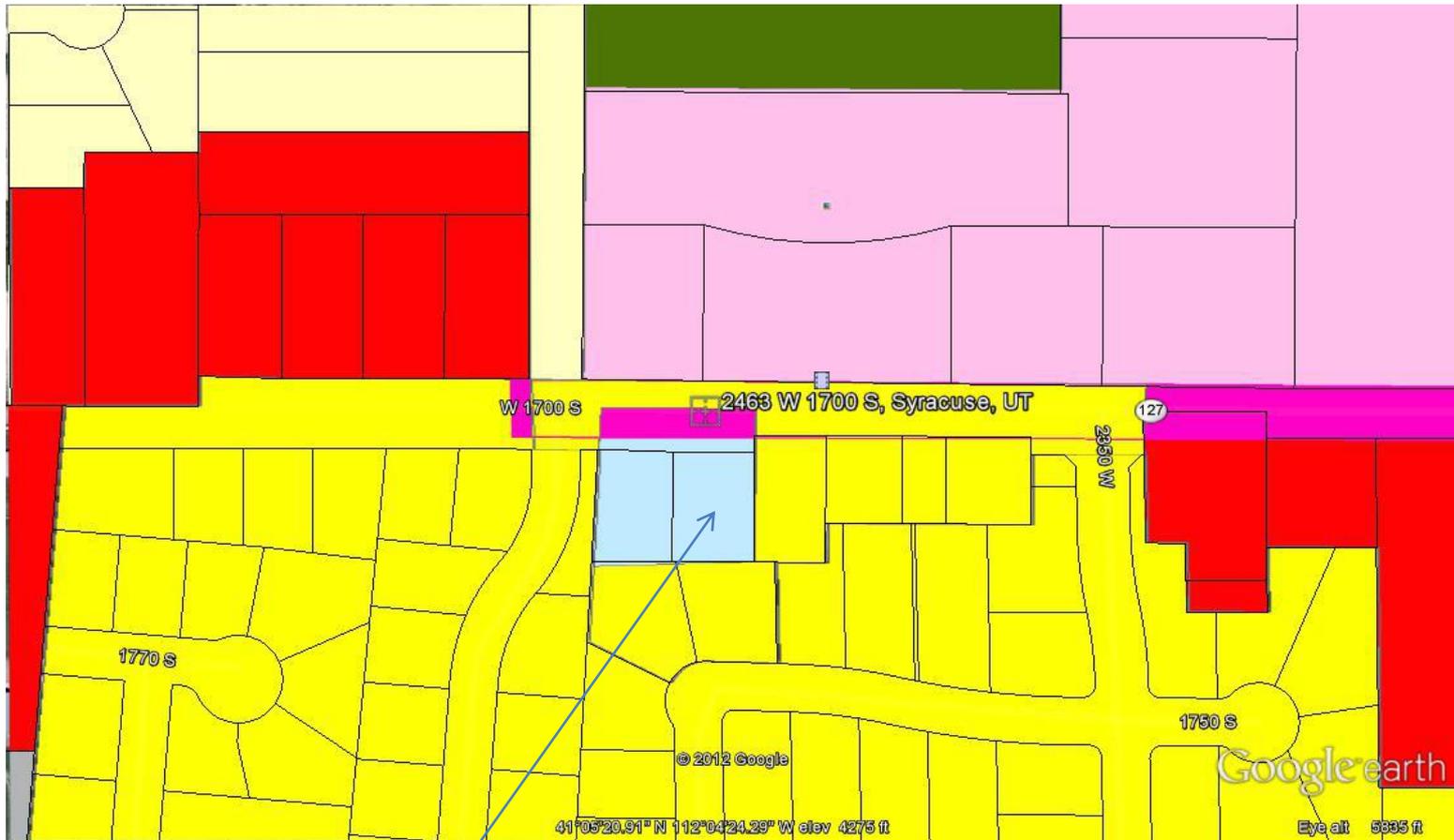
The following documents have been included in your packets for your use and review:

- Current General Plan Map
- Existing and Proposed Zone Map

### **Recommendation**

The Syracuse City Planning Commission and CED Staff hereby recommend that the City Council adopt Ordinance 12-26 and approve the rezone request from Brighton Bank to rezone property located at 2463 West 1700 South from the R-2 (Residential) Zone to Professional Office, with a finding that the property is designated in the City General Plan for said land use as Professional Office.

# Current General Plan Map



2463 W. 1700 S. Future Land Use  
Professional Office Designation

## Current Zoning

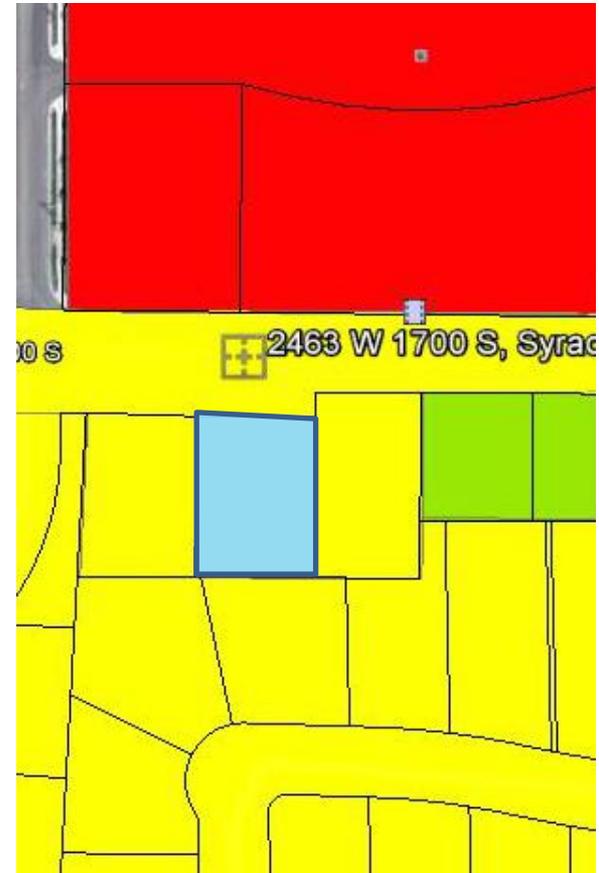
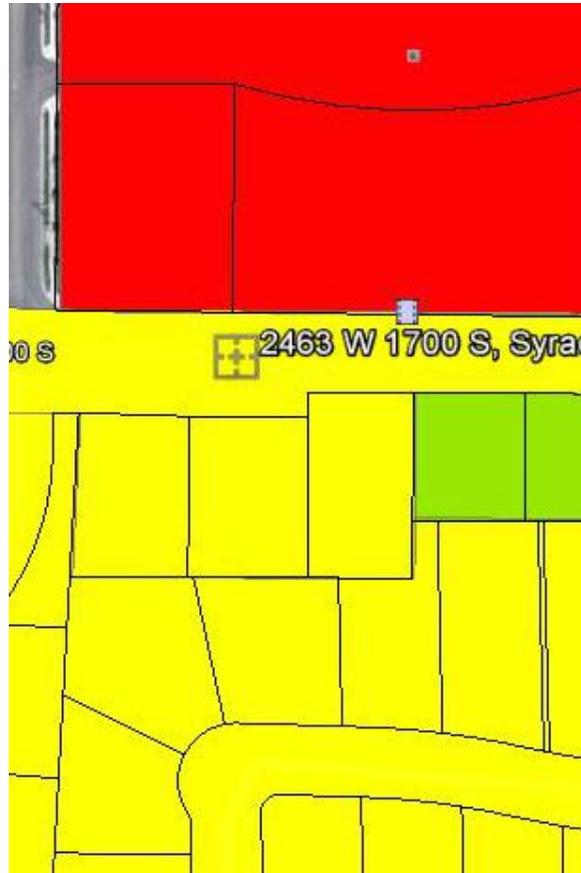
## Proposed Zoning

### Legend

- A-1 Agriculture
- Commercial II
- General Commercial
- Industrial
- Institutional
- Open Space / Recreational
- PRD (5.0 dwellings per net acre)
- Professional Office
- R-1 (2.90 dwellings per net acre)
- R-2 (3.79 dwellings per net acre)
- R-3 (5.44 dwellings per net acre)
- R-4 (14.52 dwellings per net acre)
- Research Park
- Redevelopment District Boundary
- TownCenterOverlayZone
- Zoning Districts



1 inch = 1,221 feet



**ORDINANCE NO. 12-26**

**AN ORDINANCE AMENDING THE EXISTING ZONING MAP OF TITLE X, "SYRACUSE CITY ZONING ORDINANCE", REVISED ORDINANCES OF SYRACUSE, 1971, BY CHANGING FROM RESIDENTIAL 2 (R-2) ZONE TO PROFESSIONAL OFFICE ZONE ON THE PARCEL(S) OF REAL PROPERTY HEREIN DESCRIBED.**

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

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

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

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

**SECTION 1:** That the following described real parcels of property in Residential 2 (R-2) Zone as shown on a zoning map are hereby amended and changed to Professional Office Zone accordingly:

ALL OF LOT 210, CRIDDLE HOMESTEAD PHASE 2. CONTAINING 0.32 ACRES.

Said property is located at approximately 2463 West 1700 South.

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 9<sup>TH</sup> DAY OF OCTOBER, 2012.**

**SYRACUSE CITY**

ATTEST:

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

\_\_\_\_\_  
Mayor Jamie Nagle

Voting by the City Council:

|                          | “AYE” | “NAY” |
|--------------------------|-------|-------|
| Councilmember Peterson   | _____ | _____ |
| Councilmember Lisonbee   | _____ | _____ |
| Councilmember Duncan     | _____ | _____ |
| Councilmember Johnson    | _____ | _____ |
| Councilmember Shingleton | _____ | _____ |



# COUNCIL AGENDA

October 9, 2012

**Agenda Item #I**                      Discussion regarding Agenda Item #11- Consideration of Recommendation for City Council Approval of the Trailside Park Subdivision, Phases 3 Final Plan Review. (10 min.)

***Factual Summation***

- Please see the attached memo from the Community and Economic Development Department. Any questions regarding this item can be directed at Mike Eggett, Community and Development Director.



**Mayor**  
Jamie Nagle

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

**City Manager**  
Robert D. Rice

### ***Factual Summation***

- Any questions regarding this items may be directed at CED Director, Michael Eggett and representative Planning Commissioners
- See the attached Trailside Park Phase 3 Subdivision Packet

## **MEMORANDUM**

**To:** Mayor and City Council

**From:** Community & Economic Development Department

**Date:** October 9, 2012

**Subject:** City Council Approval of the Trailside Park Cluster Subdivision, Phases 3: Ovation Homes (Brad Frost) request for Final Subdivision approval located at approximately 2950 South 2000 West, 25 lots, 5.55 Acres, Residential 1 (R-1) Zone

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### **Background**

The Planning Commission held a public meeting on October 2, 2012 for approval of a Cluster Subdivision and recommendation for Final Plat approval of this final phase of Trailside Park Subdivision. All items noted in staff reports have been addressed by the Planning Commission. Subsequently, on October 2, 2012, the Planning Commission recommended this subdivision to the City Council for approval. The Planning Commission also approved the conditional use to allow Trailside Park Phase 3 to be developed as a cluster subdivision subject to Chapter 10-16 "Cluster Subdivision" of the Municipal Code.

This proposed development is the final phase of the Trailside Park Subdivision, a 55+ Adult single family dwelling cluster development. Phase 1 of the project included the dedication of 5.43 acres of park space to the City, with additional common open space dedicated within Phase 1 & 2. The overall permitted density of the cluster development, based upon bonus through open space and various amenities is 4.35 dwelling units per acre. The total density for the project is 3.41 d.u./acre.

**Consideration of Recommendation for City Council Approval of the Trailside Park Cluster Subdivision, Phases 3 (Final Plans Review)**

On October 2, 2012, the Syracuse City Planning Commission recommended that the Syracuse City Council approve the Trailside Park Subdivision, Phase 3 Final Plans, subject to development agreement and the City staff reviews dated September 20 & 28, 2012, with the stipulation for the City Engineer to review the tributary area for the storm water catch basin to the North, and any necessary recommendations and updates be made to the developer.

The following documents have been included in your packets for your use and review:

- Final plat drawing for Trailside Park Cluster Subdivision, Phases 3
- Road and lot plan
- Amendment to the development agreement
- City Engineer's review
- Planning Department's review
- Fire Department's review

### **Recommendation**

The Syracuse City Planning Commission and CED Staff hereby recommend that the City Council approve the final plans and amended development agreement for the Trailside Park Cluster Subdivision, Phases 3 , located at approximately 2950 South 2000 West, subject to meeting all requirements of the City's Municipal Codes and City staff reviews dated September 20 & 28, 2012, with the stipulation for the City Engineer to review the tributary area for the storm water catch basin to the North, and any necessary recommendations and updates be made to the developer.

# TRAILSIDE PARK SUBDIVISION PHASE 3

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY  
SYRACUSE CITY, DAVIS COUNTY, UTAH  
SEPTEMBER, 2012



VICINITY MAP  
NOT TO SCALE

## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION LINE BETWEEN DAVIS COUNTY BRASS CAP MONUMENTS FOUND AT THE NORTHWEST CORNER AND THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SHOWN HEREON AS S00°11'36"W.

## NARRATIVE

THE PURPOSE OF THIS PLAT IS TO DETERMINE THE BOUNDARY OF THE BELOW DESCRIBED PROPERTY. ALL BOUNDARY AND LOT CORNERS WERE SET WITH A 3/8" X 24" REBAR AND CAP STAMPED "REEVE & ASSOCIATES". ALL FRONT LOT CORNERS WERE SET WITH A LEAD PLUG AT THE EXTENSION OF THE SIDE LOT LINES AT TOP BACK OF CURB.

## BOUNDARY DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF 2000 WEST STREET, SAID POINT BEING N00°11'36"E 1520.02 FEET AND S89°48'24"E 33.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 22; THENCE N00°11'36"E ALONG SAID EAST RIGHT OF WAY LINE OF 2000 WEST STREET 343.35 FEET TO THE SOUTH LINE OF TRAILSIDE PARK SUBDIVISION PHASE 1; THENCE ALONG SAID SOUTH LINE THE FOLLOWING THREE (3) COURSES: (1)S89°48'24"E 292.88 FEET; (2)S00°11'36"W 25.70 FEET; AND (3)S89°48'24"E 226.95 FEET TO THE WEST LINE OF TRAILSIDE PARK SUBDIVISION PHASE 2 2ND AMENDMENT; THENCE ALONG SAID WEST LINE THE FOLLOWING SEVEN (7) COURSES: (1)S00°09'26"W 293.82 FEET; (2)S89°48'24"E 92.26 FEET; (3)S00°09'26"W 46.23 FEET; (4)S89°48'24"E 105.84 FEET; (5)S11°21'46"E 52.10 FEET; (6)S15°35'46"E 43.67 FEET; AND (7)S43°05'44"E 112.43 FEET; THENCE S00°11'36"W 2.69 FEET; THENCE N89°48'24"W 415.25 FEET; THENCE N00°11'36"E 200.00 FEET; THENCE N89°48'24"W 402.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 241,881 SQUARE FEET OR 5,553 ACRES

## LINE TABLE

| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L1   | S89°48'24"E | 19.10'   |
| L2   | S89°48'24"E | 18.77'   |
| L3   | N00°30'57"E | 29.56'   |

## ACREAGE

|                |              |             |
|----------------|--------------|-------------|
| TOTAL BOUNDARY | 241,882 S.F. | 5.553 ACRES |
| LOTS           | 197,000 S.F. | 4.523 ACRES |
| STREETS        | 44,882 S.F.  | 1.030 ACRES |

## ADDRESS TABLE

| LOT | ADDRESS                 |
|-----|-------------------------|
| 32  | 2887 S. TRAILSIDE DRIVE |
| 33  | 2899 S. TRAILSIDE DRIVE |
| 34  | 2911 S. TRAILSIDE DRIVE |
| 35  | 3014 S. TRAILSIDE DRIVE |
| 36  | 3002 S. TRAILSIDE DRIVE |
| 37  | 2990 S. TRAILSIDE DRIVE |
| 38  | 2882 S. TRAILSIDE DRIVE |
| 39  | 1833 W. PARK DRIVE      |
| 40  | 1851 W. PARK DRIVE      |
| 41  | 1869 W. PARK DRIVE      |
| 42  | 1885 W. PARK DRIVE      |
| 43  | 1905 W. PARK DRIVE      |
| 44  | 1923 W. PARK DRIVE      |
| 45  | 1941 W. PARK DRIVE      |
| 46  | 1959 W. PARK DRIVE      |
| 47  | 1977 W. PARK DRIVE      |
| 48  | 1984 W. PARK DRIVE      |
| 49  | 1962 W. PARK DRIVE      |
| 50  | 1944 W. PARK DRIVE      |
| 51  | 1926 W. PARK DRIVE      |
| 52  | 1908 W. PARK DRIVE      |
| 53  | 1888 W. PARK DRIVE      |
| 54  | 1872 W. PARK DRIVE      |
| 55  | 1854 W. PARK DRIVE      |
| 56  | 1836 W. PARK DRIVE      |

## CURVE TABLE

| #   | RADIUS  | ARC LENGTH | CHD LENGTH | TANGENT | CHD BEARING | DELTA     |
|-----|---------|------------|------------|---------|-------------|-----------|
| C1  | 8.00'   | 12.57'     | 11.31'     | 8.00'   | S44°48'24"E | 90°00'00" |
| C2  | 8.00'   | 12.57'     | 11.31'     | 8.00'   | S45°11'36"W | 90°00'00" |
| C3  | 530.00' | 51.62'     | 51.60'     | 25.83'  | S87°00'58"E | 5°34'51"  |
| C4  | 530.00' | 60.33'     | 60.29'     | 30.20'  | S80°57'54"E | 6°31'17"  |
| C5  | 500.00' | 105.61'    | 105.42'    | 53.00'  | S83°45'20"E | 12°06'09" |
| C7  | 470.00' | 52.12'     | 52.10'     | 26.09'  | S86°19'10"E | 6°21'15"  |
| C8  | 470.00' | 44.61'     | 44.59'     | 22.32'  | S80°25'24"E | 5°26'18"  |
| C9  | 530.00' | 16.32'     | 16.31'     | 8.16'   | S78°35'10"E | 1°45'50"  |
| C10 | 530.00' | 52.47'     | 52.45'     | 26.26'  | S82°18'15"E | 5°40'20"  |
| C11 | 530.00' | 39.67'     | 39.66'     | 19.85'  | S87°17'05"E | 4°17'20"  |
| C12 | 500.00' | 102.32'    | 102.14'    | 51.34'  | S83°34'00"E | 11°43'30" |
| C13 | 470.00' | 0.43'      | 0.43'      | 0.22'   | S77°43'50"E | 0°03'10"  |
| C14 | 470.00' | 52.65'     | 52.63'     | 26.35'  | S80°57'59"E | 6°25'07"  |
| C15 | 470.00' | 43.09'     | 43.08'     | 21.56'  | S86°48'09"E | 5°15'12"  |
| C16 | 280.00' | 31.76'     | 31.74'     | 15.89'  | S02°43'59"E | 6°29'53"  |
| C17 | 280.00' | 51.13'     | 51.06'     | 25.63'  | S11°12'47"E | 10°27'43" |
| C18 | 250.00' | 74.00'     | 73.73'     | 37.27'  | S07°57'51"E | 16°57'36" |
| C19 | 220.00' | 48.61'     | 48.51'     | 24.40'  | N10°06'52"W | 12°39'34" |
| C20 | 330.00' | 14.41'     | 14.41'     | 7.21'   | S15°11'36"E | 2°30'06"  |
| C21 | 330.00' | 60.78'     | 60.69'     | 30.48'  | N08°39'58"W | 10°33'09" |
| C22 | 330.00' | 19.52'     | 19.52'     | 9.76'   | S01°41'42"E | 3°23'23"  |
| C23 | 300.00' | 86.10'     | 85.81'     | 43.35'  | S08°13'19"E | 16°26'39" |
| C25 | 270.00' | 22.54'     | 22.53'     | 11.28'  | S02°23'29"E | 4°46'58"  |
| C26 | 220.00' | 16.51'     | 16.51'     | 8.26'   | N01°38'04"W | 4°18'02"  |

## SURVEYOR'S CERTIFICATE

I, **ROBERT D. KUNZ**, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF TRAILSIDE PARK SUBDIVISION PHASE 3 IN SYRACUSE CITY, DAVIS COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE DAVIS COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND; I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF SYRACUSE CITY, DAVIS COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

150228

UTAH LICENSE NUMBER

ROBERT D. KUNZ



## OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT TRAILSIDE PARK SUBDIVISION PHASE 3, AND DO HEREBY DEDICATE TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES AND ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PUBLIC UTILITY, STORM WATER DETENTION PONDS DRAINAGE EASEMENTS AND CANAL MAINTENANCE EASEMENT, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, STORM DRAINAGE FACILITIES, IRRIGATION CANALS OR FOR THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERRECTED WITHIN SUCH EASEMENTS.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

## ACKNOWLEDGMENT

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

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, \_\_\_\_\_ BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE \_\_\_\_\_ AND \_\_\_\_\_ OF SAID CORP. AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORP. FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

### ROCKY MOUNTAIN POWER

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
BY ROCKY MOUNTAIN POWER.

ROCKY MOUNTAIN POWER

### QUESTAR

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
BY QUESTAR.

QUESTAR

### CENTURYLINK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
BY CENTURYLINK.

CENTURYLINK

### SYRACUSE CITY PLANNING COMMISSION

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_\_\_, BY THE SYRACUSE CITY PLANNING COMMISSION.

CHAIRMAN, SYRACUSE CITY PLANNING COMMISSION

### SYRACUSE CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

SYRACUSE CITY ENGINEER DATE

### SYRACUSE CITY COUNCIL

PRESENTED TO THE SYRACUSE CITY COUNCIL THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

SYRACUSE CITY MAYOR ATTEST: \_\_\_\_\_ CITY RECORDER

### PROJECT INFORMATION

Surveyor: **R. KUNZ**  
Project Name: **TRAILSIDE PARK PHASE 3**  
Designer: **N. ANDERSON**  
Number: **5061-33**  
Scale: **1"=50'**  
Begin Date: **1-24-12**  
Revision: \_\_\_\_\_  
Page: **1 OF 2**

### DAVIS COUNTY RECORDER

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
AND RECORDED, \_\_\_\_\_ AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF THE OFFICIAL RECORDS, PAGE \_\_\_\_\_

RECORDED FOR:

DAVIS COUNTY RECORDER

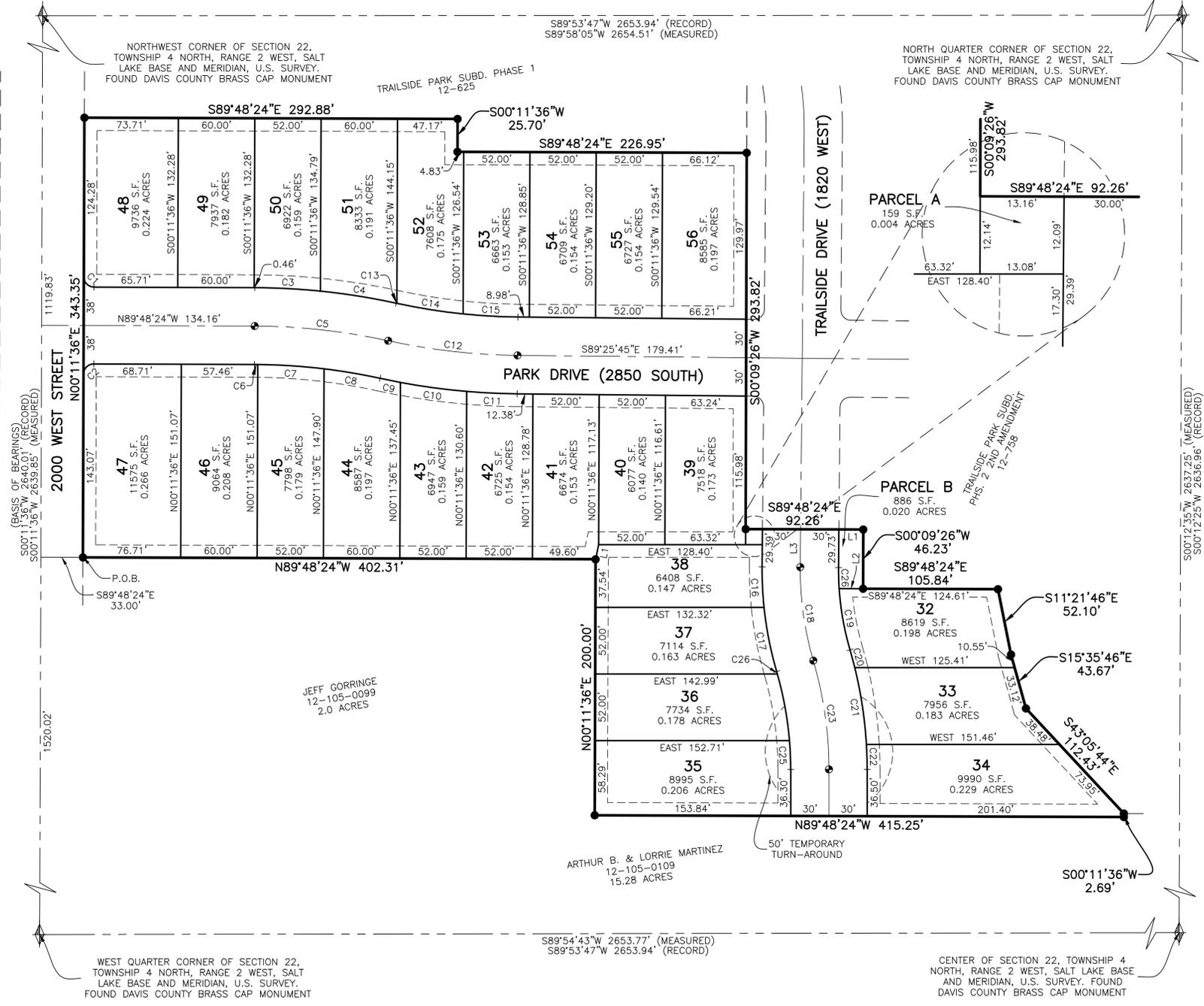
\_\_\_\_\_, DEPUTY.



150 CHAMBERS STREET, SUITE 14, OGDEN, UT 84403  
TEL: (801) 621-3700 FAX: (801) 621-0566 WWW.REEVE-ASSOCIATES.COM  
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS  
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

# TRAILSIDE PARK SUBDIVISION PHASE 3

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY  
SYRACUSE CITY, DAVIS COUNTY, UTAH  
SEPTEMBER, 2012



### LEGEND

- = FOUND SECTION CORNER
- 
- 
- 
- 
- 
- 
- 
- 
- 

Scale: 1" = 50'

| PROJECT INFORMATION |                        |
|---------------------|------------------------|
| Surveyor:           | R. KUNZ                |
| Designer:           | N. ANDERSON            |
| Begin Date:         | 1-24-12                |
| Project Name:       | TRAILSIDE PARK PHASE 3 |
| Number:             | 5061-33                |
| Scale:              | 1"=50'                 |
| Revision:           |                        |
| Page:               | 2 OF 2                 |

**DAVIS COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_

Number: 5061-33 FILED FOR RECORD

AND RECORDED, \_\_\_\_\_ AT \_\_\_\_\_

\_\_\_\_\_ IN BOOK \_\_\_\_\_ OF \_\_\_\_\_

THE OFFICIAL RECORDS, PAGE \_\_\_\_\_

RECORDED FOR: \_\_\_\_\_

DAVIS COUNTY RECORDER \_\_\_\_\_

DEPUTY \_\_\_\_\_

**Reeve & Associates, Inc.**

200 CHAMBERS STREET, SUITE 14, OGDEN, UT 84403  
TEL: (801) 621-3100 FAX: (801) 621-3666 www.reeve-assoc.com  
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS  
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

Reeve & Associates, Inc. - Solutions You Can Build On

Reeve & Associates, Inc. - Solutions You Can Build On

**Project Narrative/Notes/Revisions**

- 1) 9/13/12 RH - COMPLETED DESIGN FOR CITY REVIEW.
- 2) 9/27/12 RH - REVISED PLANS PER CITY COMMENTS, DATED SEPT. 20, 2012.

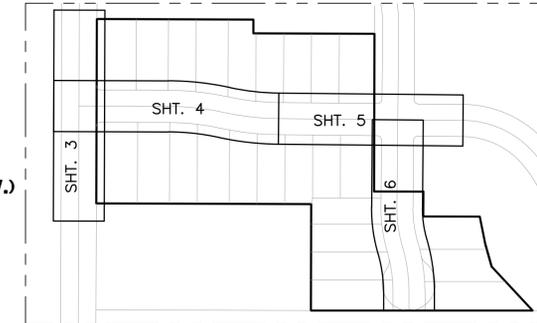
# TRAILSIDE PARK SUBDIVISION

## Phase-3 Improvement Plans

SYRACUSE CITY, DAVIS COUNTY, UTAH  
SEPTEMBER, 2012



**Vicinity Map**  
NOT TO SCALE

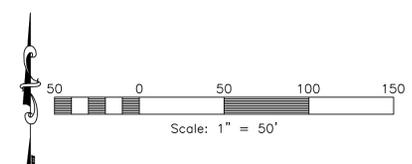


**Sheet Index Key Map**  
NOT TO SCALE

- General Notes**
1. CONSTRUCTION STAKING TO BE PROVIDED BY REEVE & ASSOCIATES, INC.
  2. ANY MODIFICATION TO THIS CONSTRUCTION PACKAGE OR TO THE CONSTRUCTION SCHEDULE SHALL BE APPROVED BY THE ENGINEER. PRIOR TO SAID APPROVAL, ALL IMPROVEMENT DRAWINGS SHALL BE RESUBMITTED AND APPROVED BY THE ENGINEER.
  3. THE CONTRACTOR SHALL LOCATE, RETAIN AND PROTECT ALL EXISTING UTILITIES UNLESS OTHERWISE DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE.
  4. THE CONTRACTOR SHALL MAINTAIN 10 FOOT HORIZONTAL AND 18 INCH VERTICAL SEPARATION; CULINARY WATER LINES, SANITARY SEWER, AND STORM DRAIN LINES.
  5. THE CONTRACTOR SHALL INSTALL ALL SANITARY SEWER MAINS, SERVICE LINES AND STORM DRAIN LINES PRIOR TO INSTALLING ANY WATER SYSTEM IMPROVEMENTS. ADJUST WATER MAINS FROM 4'-6" TO 6'-6" OF COVER AS REQUIRED TO AVOID SANITARY SEWER SERVICE LINES.
  6. SIDEWALKS SHALL BE FOUR INCHES THICK, UNLESS FRONTING DRIVEWAY, THEN SIX INCHES THICK.
  7. CONTRACTOR SHALL NOTIFY CITY OF ALL UTILITY CONFLICTS UPON DISCOVERY.
  8. CONTRACTOR SHALL COORDINATE CONSTRUCTION AND INSTALLATION OF ELECTRICAL, TELEPHONE, NATURAL GAS AND CABLE TV SERVICES WITH THE RESPECTIVE UTILITY COMPANY. OWNER SHALL PAY ALL ASSOCIATED UTILITY COMPANY FEES.
  9. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER SLOPE AND CONSTRUCTION OF CONNECTING SEWER PIPING.
  10. CONTRACTOR SHALL BE RESPONSIBLE OF PROPER BACKFILLING, COMPACTING, AND PAVEMENT RESTORATION.
  11. CONTRACTOR TO OBTAIN ALL NECESSARY PERMIT(S) AND COMPLY WITH ALL PERMITTING REQUIREMENTS.
  12. ALL THRUST BLOCKS SHALL BE POURED IN PLACE AGAINST UNDISTURBED SOIL. ALL VALVES, FITTINGS, AND APPURTENANCES TO BE BLOCKED.
  13. ALL EXPOSED NUTS AND BOLTS WILL BE COATED WITH A NON-OXIDE WASH AND WRAPPED IN 8-MIL POLYETHYLENE.
  14. CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENTS STANDARDS. WET DOWN DRY MATERIALS AND RUBBISH TO PREVENT BLOWING.
  15. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT SURFACE IMPROVEMENTS DURING CONSTRUCTION.
  16. CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY SETTLEMENT OF OR DAMAGE TO EXISTING UTILITIES.
  17. ALL EXISTING ASPHALT SHALL BE SAW CUT IN NEAT STRAIGHT LINES BY THE CONTRACTOR PRIOR TO EXCAVATION.
  18. CONTRACTOR TO INSTALL MAGNETIC LOCATING TAPE AND TRACER WIRE CONTINUOUSLY OVER ALL PVC PIPING.
  19. THE CONTRACTOR IS RESPONSIBLE TO FURNISH ALL MATERIALS TO COMPLETE PROJECT.
  20. TRAFFIC CONTROL IS TO CONFORM TO THE CURRENT CITY AND/OR STATE TRANSPORTATION ENGINEERS' MANUAL.
  21. A UPDES GENERAL CONSTRUCTION STORM WATER PERMIT MUST BE OBTAINED PRIOR TO COMMENCING CONSTRUCTION.
  22. ALL WORK SHALL CONFORM TO THE SYRACUSE CITY ENGINEERING STANDARDS & SPECIFICATIONS.
  23. CONTRACTOR SHALL NOTIFY CITY PRIOR TO POURING ANY ADA RAMPS TO ASSURE PROPER COMPLIANCE.
  24. WATERLINE LOOPS WILL REQUIRE RESTRAINED JOINT FITTINGS AND CONCRETE THRUST BLOCKS.
  25. ALL UTILITIES ARE TO BE INSTALLED PER SYRACUSE CITY STANDARDS.

**Sheet Index**

- Sheet 1 - Cover/Index Sheet
- Sheet 2 - Street Cross-Sections/ Legend/Notes
- Sheet 3 - 2000 West Street
- Sheet 4 - Park Drive (2850 S.)
- Sheet 5 - Park Drive (2850 S.)
- Sheet 6 - Trailside Drive (1820 W.)
- Sheet 7 - Grading Plan
- Sheet 8 - Storm Water Pollution Prevention Plan
- Sheet 9 - Storm Water Pollution Prevention Plan
- Sheet 10 - Landscape Plan

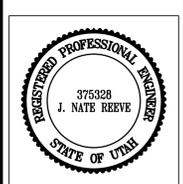


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| REVISIONS | DATE | DESCRIPTION   |
|-----------|------|---------------|
| 9-27-12   | RH   | City Comments |

**Trailside Park Subdivision  
Phase-3  
Cover/Index Sheet**

SYRACUSE CITY, DAVIS COUNTY, UTAH



**Project Info.**

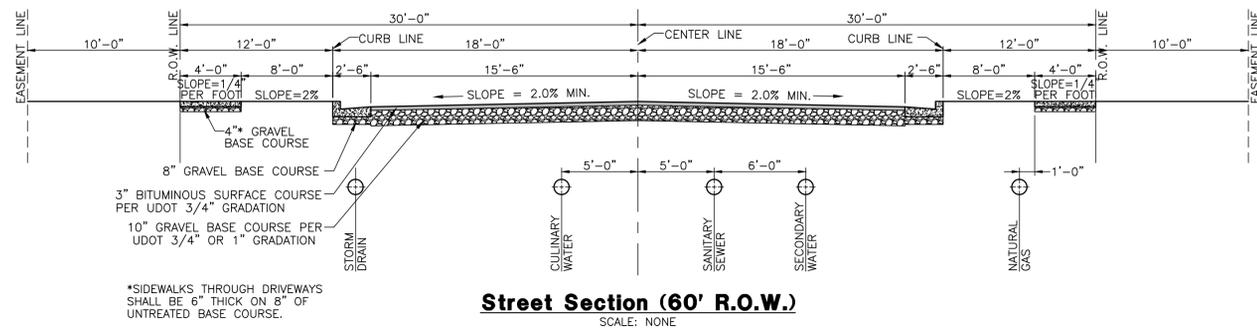
Engineer: J. NATE REEVE, P.E.  
 Drafter: R. HANSEN  
 Begin Date: SEPTEMBER 7, 2012  
 Name: TRAILSIDE PARK SUBDIVISION PHASE-3  
 Number: 5061-33

|          |           |
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| Sheet    | <b>10</b> |
| <b>1</b> | Sheets    |

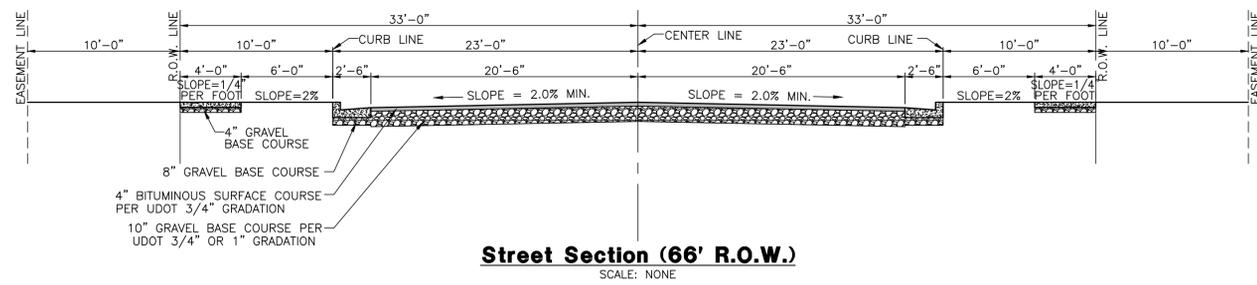
**Engineer's Notice To Contractors**  
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY OTHERS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN, AND ANY OTHER LINES OBTAINED BY THE CONTRACTOR'S RESEARCH, AND OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

**Contact:**  
Brad Frost  
Ovation Homes  
893 N. Marshall Way, #A  
Layton City, Ut. 84041  
PH: (801) 564-3898

Blue Stakes Location Center  
**Call: Toll Free  
1-800-662-4111**  
Two Working Days Before You Dig



\*SIDEWALKS THROUGH DRIVEWAYS SHALL BE 6" THICK ON 8" OF UNTREATED BASE COURSE.



**Master Legend**

|                                         |                                       |                                        |
|-----------------------------------------|---------------------------------------|----------------------------------------|
| —W— = PROPOSED CULINARY WATER LINE      | □ = EXISTING CATCH BASIN              | L.F. = LINEAR FEET                     |
| —EX.W— = EXISTING CULINARY WATER LINE   | ⊕ = EXISTING SPRINKLER                | NG = NATURAL GRADE                     |
| —SS— = PROPOSED SANITARY SEWER LINE     | ⊕ = PLUG W/ 2" BLOW-OFF               | O.C. = ON CENTER                       |
| —EX.SS— = EXISTING SANITARY SEWER LINE  | ⊕ = AIR-VAC ASSEMBLY                  | PC = POINT OF CURVE                    |
| —SD— = PROPOSED STORM DRAIN LINE        | ▼ = PROPOSED REDUCER                  | PRC = POINT OF REVERSE CURVE           |
| —EX.SD— = EXISTING STORM DRAIN LINE     | ⊕ = PLUG & BLOCK                      | PRVC = POINT OF REVERSE VERTICAL CURVE |
| —LD— = PROPOSED LAND DRAIN LINE         | ⊕ = STREET LIGHT                      | PT = POINT OF TANGENT                  |
| —EX.LD— = EXISTING LAND DRAIN LINE      | ⊕ = SIGN                              | PP = POWER/UTILITY POLE                |
| —SW— = PROPOSED SECONDARY WATER LINE    | BLDG = BUILDING                       | P.U.E. = PUBLIC UTILITY EASEMENT       |
| —EX.SW— = EXISTING SECONDARY WATER LINE | BVC = BEGIN VERTICAL CURVE            | R/C = REBAR & CAP                      |
| —IRR— = PROPOSED IRRIGATION LINE        | C&G = CURB & GUTTER                   | RCB = REINFORCED CONCRETE BOX          |
| —EX.IRR— = EXISTING IRRIGATION LINE     | CB = CATCH BASIN                      | RCP = REINFORCED CONCRETE PIPE         |
| —OHP— = EXISTING OVERHEAD POWER LINE    | C.F. = CUBIC FEET                     | RIM = RIM OF MANHOLE                   |
| —TEL— = EXISTING TELEPHONE LINE         | C.F.S. = CUBIC FEET PER SECOND        | R.O.W. = RIGHT-OF-WAY                  |
| —GAS— = EXISTING NATURAL GAS LINE       | CL = CENTERLINE                       | SD = STORM DRAIN                       |
| — = EXISTING EDGE OF PAVEMENT           | DI = DUCTILE IRON                     | SS = SANITARY SEWER                    |
| × — × — × = FENCE LINE                  | EP = EDGE OF PAVEMENT                 | SW = SECONDARY WATER                   |
| — = MASONRY BLOCK/RETAINING WALL        | EVC = END VERTICAL CURVE              | TBC = TOP BACK OF CURB                 |
| — = DITCH/SWALE FLOWLINE                | FC = FENCE CORNER                     | TOE = TOE OF SLOPE                     |
| ▼ = PROPOSED FIRE HYDRANT               | FF = FINISH FLOOR                     | TOP = TOP OF SLOPE                     |
| ○ = EXISTING FIRE HYDRANT               | FFE = FINISH FLOOR ELEVATION          | TOW = TOP OF WALL                      |
| ⊕ = PROPOSED MANHOLE                    | FG = FINISHED GRADE                   | TSW = TOP OF SIDEWALK                  |
| ○ = EXISTING MANHOLE                    | FH = FIRE HYDRANT                     | VPI = VERTICAL POINT OF INTERSECT.     |
| • = PROPOSED SEWER CLEAN-OUT            | FL = FLOW LINE                        | W = CULINARY WATER                     |
| ⊕ = PROPOSED GATE VALVE                 | GB = GRADE BREAK                      | WM = WATER METER                       |
| ⊕ = EXISTING GATE VALVE                 | HDPE = HIGH DENSITY POLYETHYLENE PIPE | — = NEW PAVEMENT                       |
| ⊕ = PROPOSED WATER METER                | INV = INVERT                          | — = NEW CONCRETE                       |
| ⊕ = EXISTING WATER METER                | IRR = IRRIGATION                      |                                        |
| ⊕ = PROPOSED CATCH BASIN                | LD = LAND DRAIN                       |                                        |

**General Notes**

1. ALL CONSTRUCTION ON THIS PROJECT SHALL CONFORM TO THE DEVELOPMENT STANDARDS OF SYRACUSE CITY AND THE DETAIL DRAWINGS CONTAINED THEREIN. SYRACUSE CITY PUBLIC WORKS REQUIREMENTS SHALL BE MET.
2. THE LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY AND THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.
3. ELEVATIONS SHOWN AT THE CURB LINE ARE TOP OF CURB ELEVATIONS.
4. THE STREET STRUCTURAL CROSS SECTION IS PER THE DETAILS CONTAINED WITHIN THESE PLANS.
5. WATER LINE PIPE SHALL BE PVC C-900 CLASS 200. WASHOUT ASSEMBLIES SHALL CONSIST OF A KUPFERLE FOUNDRY CO. 2" BLOW-OFF HYDRANT (OR CITY-APPROVED EQUIV.) PLACED IN A BOX LOCATED IN THE PARK STRIP. WATER LINES SHALL BE ADJUSTED IN DEPTH AND GATE VALVES IN LOCATION SO AS NOT TO INTERFERE WITH STORM DRAIN CROSSINGS.
6. SANITARY SEWER LATERALS SHALL BE GREEN.
7. ALL UTILITIES SHALL BE INSTALLED PER SYRACUSE CITY STANDARDS.

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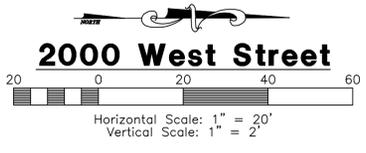
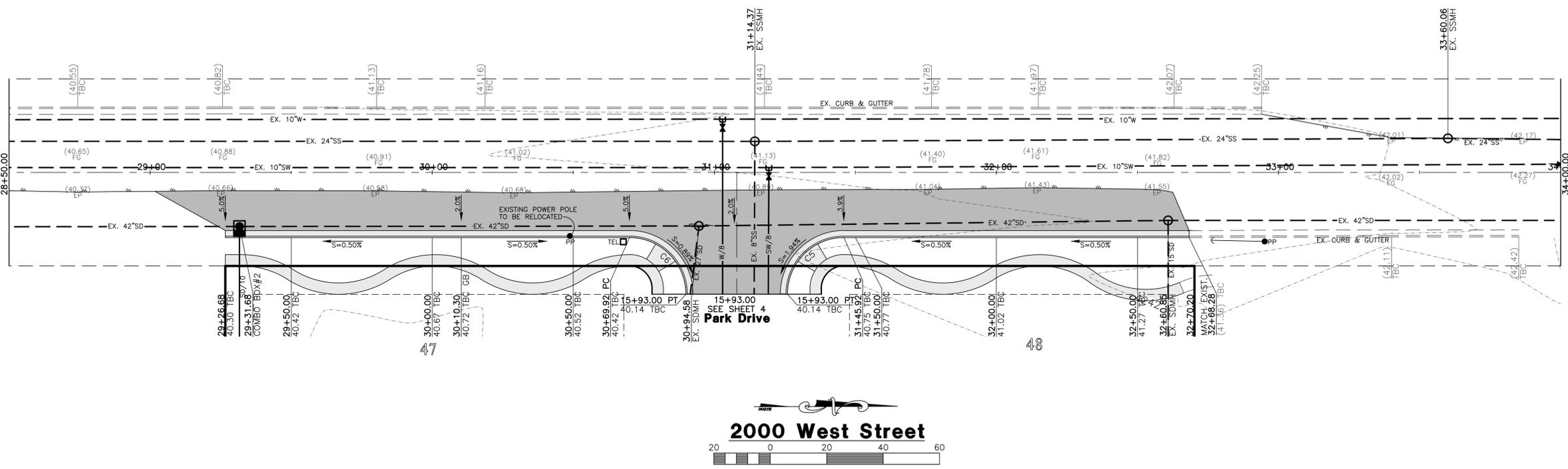
| REVISIONS | DATE    | DESCRIPTION      |
|-----------|---------|------------------|
|           | 9-27-12 | RH City Comments |

**Trailside Park Subdivision Phase-3**  
SYRACUSE CITY, DAVIS COUNTY, UTAH  
**Street Cross-Sections/ Master Legend/Notes**

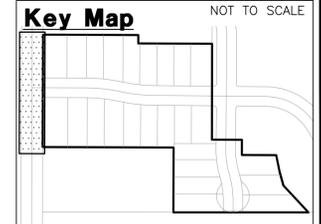


**Project Info.**

Engineer: J. NATE REEVE, P.E.  
 Drafter: R. HANSEN  
 Begin Date: SEPTEMBER 7, 2012  
 Name: TRAILSIDE PARK SUBDIVISION PHASE-3  
 Number: 5061-33



| #  | Delta     | Radius | Length | Tangent | Chord       | CH Length |
|----|-----------|--------|--------|---------|-------------|-----------|
| C5 | 90°00'00" | 20.00' | 31.42' | 20.00'  | S44°48'24"E | 28.28'    |
| C6 | 90°00'00" | 20.00' | 31.42' | 20.00'  | S45°11'36"W | 28.28'    |

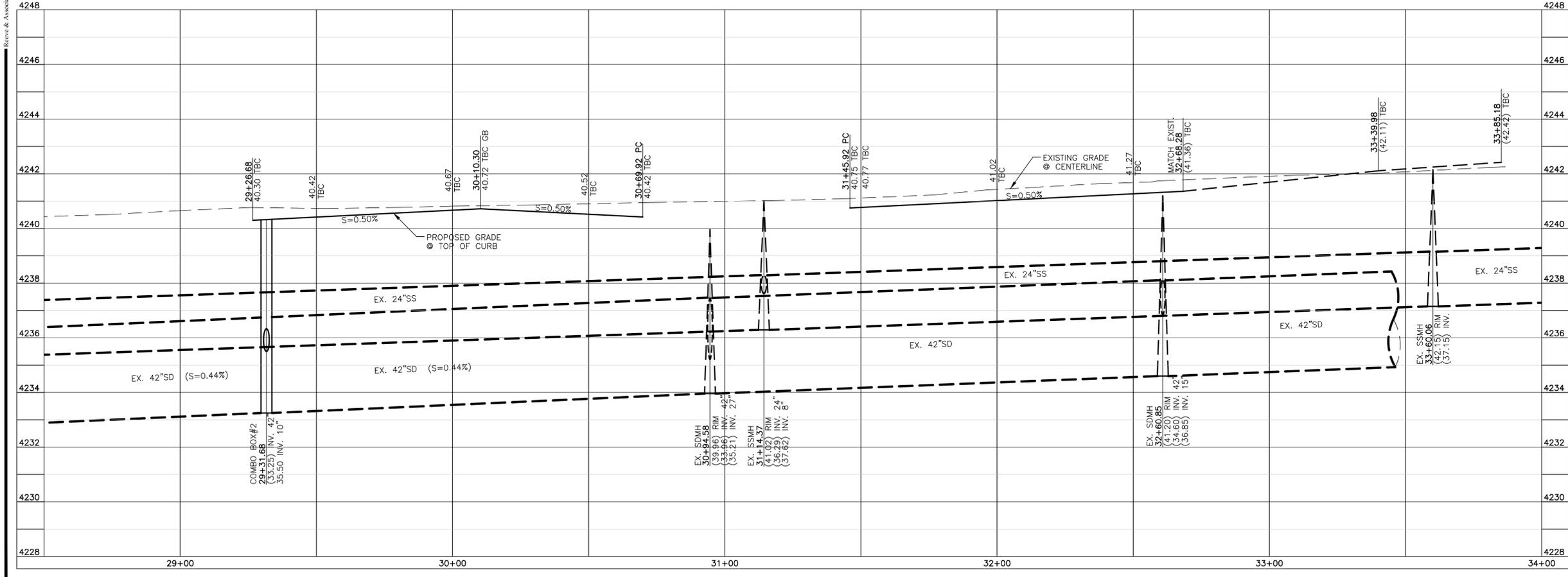


- Construction Notes:**
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  - CONSTRUCT HANDICAP RAMP PER ADA AND CITY REQUIREMENTS.
- CULINARY WATER**  
W/8 - 8" PVC C-900 CLASS 200 WATER
- SANITARY SEWER**  
SS/8 - 8" PVC SDR-35 SEWER LINE
- STORM DRAIN**  
SD/6 - 6" HDPE STORM DRAIN  
SD/8 - 8" HDPE STORM DRAIN  
SD/10 - 10" HDPE STORM DRAIN  
SD/15 - 15" RCP STORM DRAIN  
SD/18 - 18" RCP STORM DRAIN
- SECONDARY WATER**  
SW/8 - 8" PVC C-900 SECONDARY WATER LINE

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| REVISIONS | DATE    | DESCRIPTION      |
|-----------|---------|------------------|
|           | 9-27-12 | RH City Comments |



Revised 9-27-12

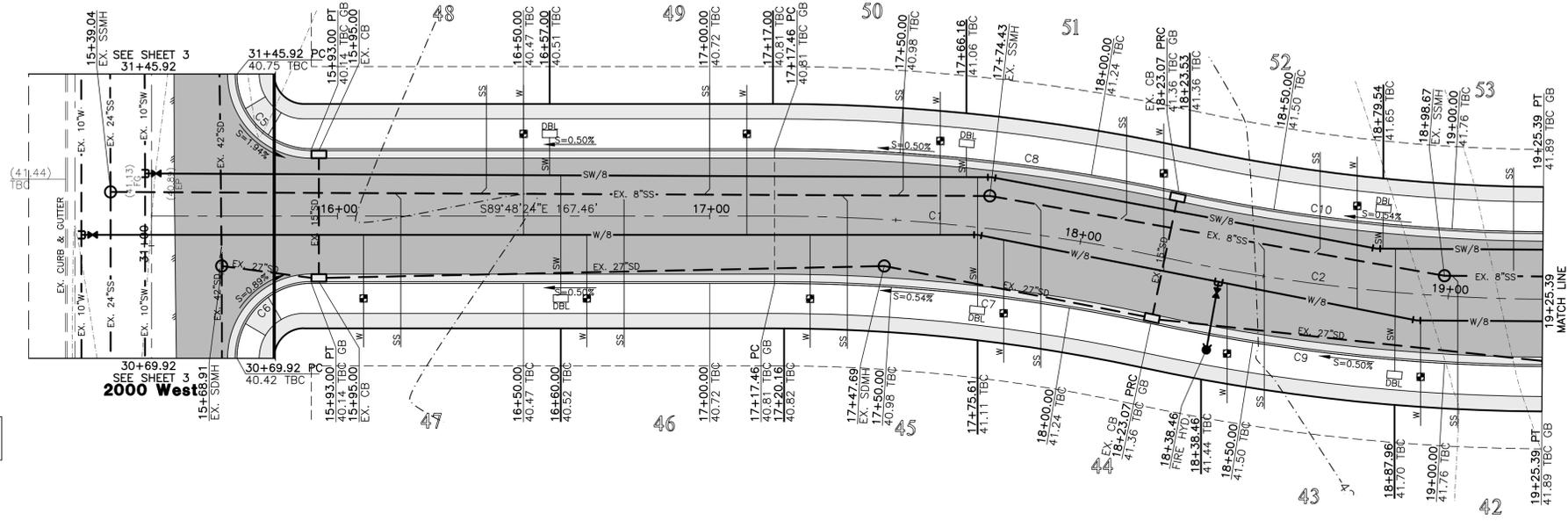
**Trailside Park Subdivision Phase-3**  
SYRACUSE CITY, DAVIS COUNTY, UTAH  
**2000 West Street**  
**28+50.00 - 34+00.00**



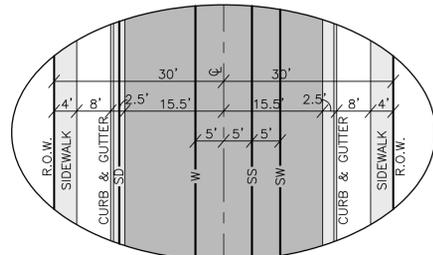
**Project Info.**  
Engineer: J. NATE REEVE, P.E.  
Drafted: R. HANSEN  
Begin Date: SEPTEMBER 7, 2012  
Name: TRAILSIDE PARK SUBDIVISION PHASE-3  
Number: 5061-33

Blue Stakes Location Center  
**Call: Toll Free 1-800-662-4111**  
Two Working Days Before You Dig

Sheet **10**  
**3** Sheets

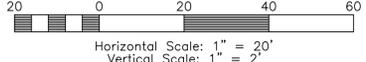


NOTE:  
CONTRACTOR TO MAINTAIN 4" MINIMUM  
COVER OVER CULINARY WATER LINE.



**Street Dimensions**  
LOOKING DOWN-STATION

**Park Drive (2850 South)**

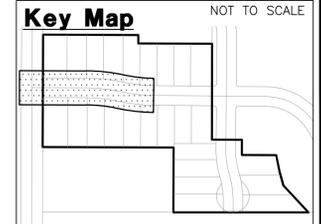


**Centerline Curve Data**

| #  | Delta     | Radius  | Length  | Tangent | Chord       | CH Length |
|----|-----------|---------|---------|---------|-------------|-----------|
| C1 | 12°06'09" | 500.00' | 105.61' | 53.00'  | S83°45'20"E | 105.42'   |
| C2 | 11°43'30" | 500.00' | 102.32' | 51.34'  | S83°34'00"E | 102.14'   |

**TBC Curve Data**

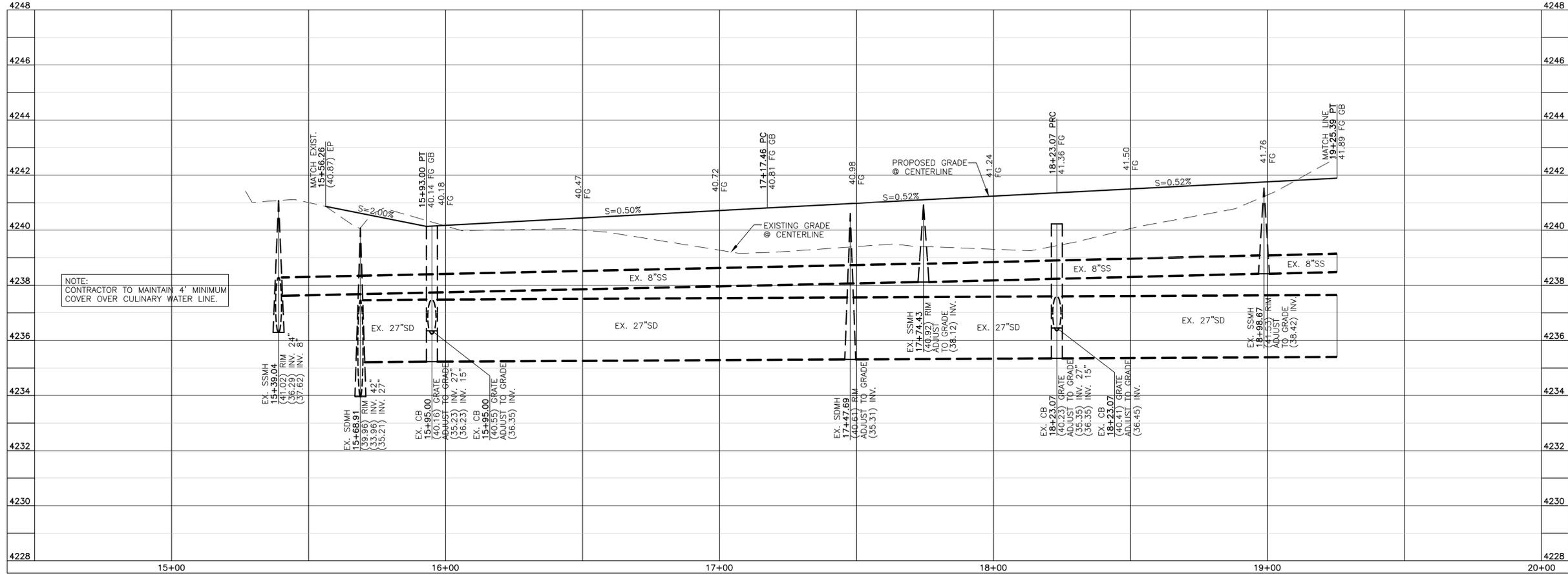
| #   | Delta     | Radius  | Length  | Tangent | Chord       | CH Length |
|-----|-----------|---------|---------|---------|-------------|-----------|
| C5  | 90°00'00" | 20.00'  | 31.42'  | 20.00'  | S44°48'24"E | 28.28'    |
| C6  | 90°00'00" | 20.00'  | 31.42'  | 20.00'  | S45°11'36"W | 28.28'    |
| C7  | 12°06'09" | 482.00' | 101.81' | 51.10'  | N83°45'20"W | 101.62'   |
| C8  | 12°06'09" | 518.00' | 109.42' | 54.91'  | N83°45'20"W | 109.21'   |
| C9  | 11°43'30" | 518.00' | 106.00' | 53.19'  | S83°34'00"E | 105.82'   |
| C10 | 11°43'30" | 482.00' | 98.64'  | 49.49'  | S83°34'00"E | 98.46'    |



**Construction Notes:**

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- SECONDARY WATER**  
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| REVISIONS | DATE    | DESCRIPTION      |
|-----------|---------|------------------|
|           | 9-27-12 | RH City Comments |



NOTE:  
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Blue Stakes Location Center  
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Two Working Days Before You Dig

Revised 9-27-12

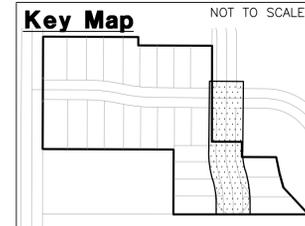
**Trailside Park Subdivision  
Phase-3**  
SYRACUSE CITY, DAVIS COUNTY, UTAH  
**Park Drive (2850 South)**  
**15+00.00 - 19+25.39**



**Project Info.**  
Engineer: J. NATE REEVE, P.E.  
Drafted: R. HANSEN  
Begin Date: SEPTEMBER 7, 2012  
Name: TRAILSIDE PARK SUBDIVISION PHASE-3  
Number: 5061-33

Sheet **10**  
**4** Sheets





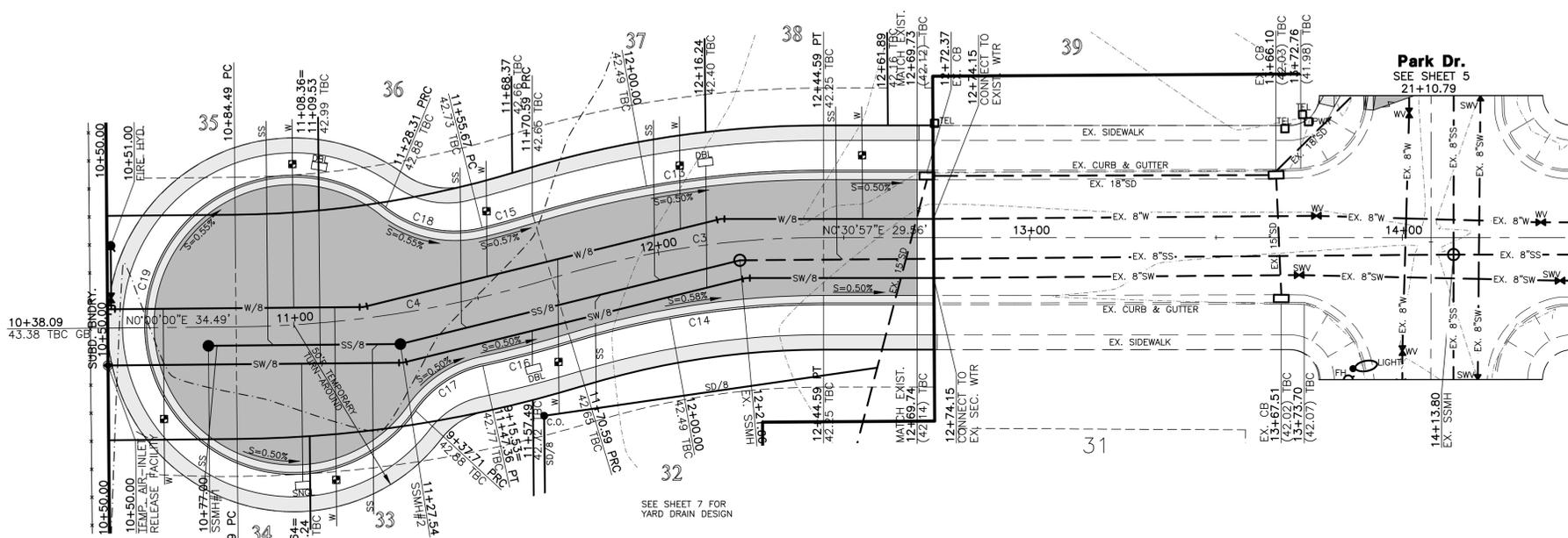
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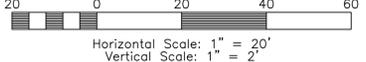
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| REVISIONS | DATE    | DESCRIPTION      |
|-----------|---------|------------------|
|           | 9-27-12 | RH City Comments |



**Trailside Drive (1820 West)**

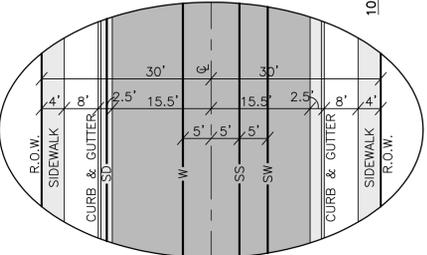


**Centerline Curve Data**

| #  | Delta     | Radius  | Length | Tangent | Chord      | CH Length |
|----|-----------|---------|--------|---------|------------|-----------|
| C3 | 16°57'36" | 250.00' | 74.00' | 37.27'  | N7°57'51"W | 73.73'    |
| C4 | 16°26'39" | 300.00' | 86.10' | 43.35'  | N8°13'19"W | 85.81'    |

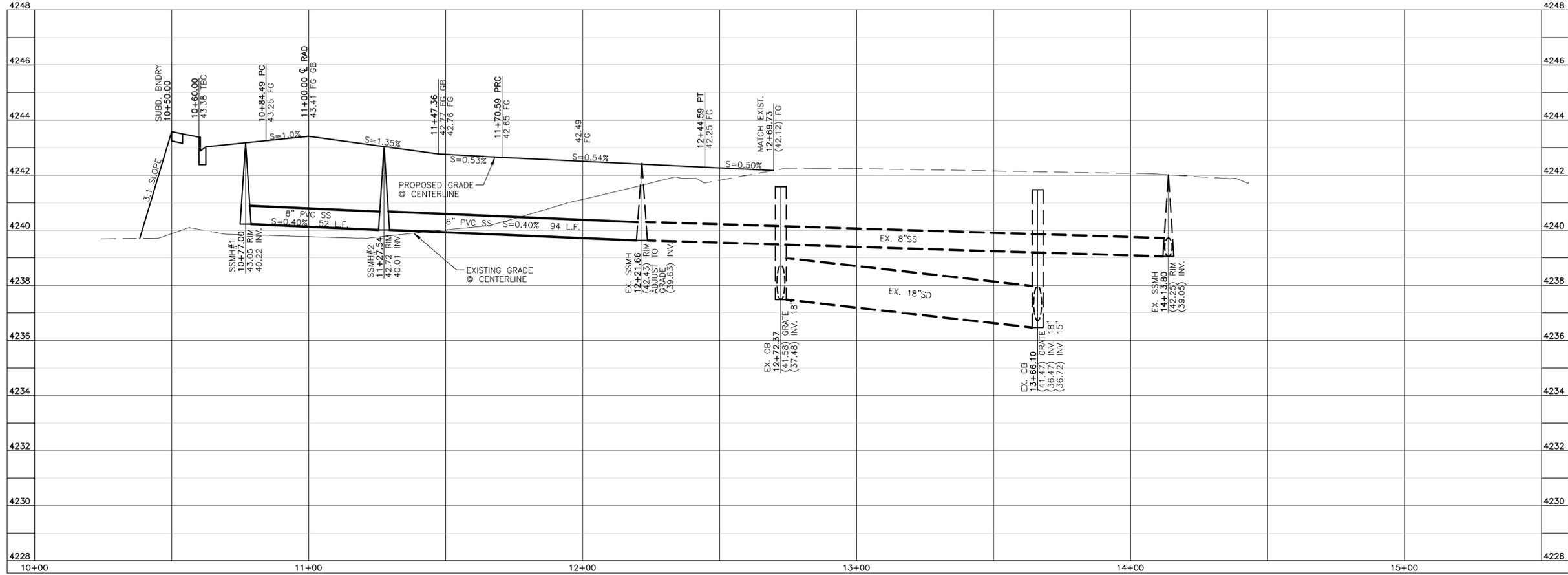
**TBC Curve Data**

| #   | Delta      | Radius  | Length | Tangent | Chord       | CH Length |
|-----|------------|---------|--------|---------|-------------|-----------|
| C13 | 16°57'36"  | 268.00' | 79.33' | 39.96'  | S7°57'51"E  | 79.04'    |
| C14 | 16°57'36"  | 232.00' | 68.67' | 34.59'  | S7°57'51"E  | 68.42'    |
| C15 | 2°50'56"   | 282.00' | 14.02' | 7.01'   | N15°01'11"W | 14.02'    |
| C16 | 4°26'14"   | 318.00' | 24.63' | 12.32'  | N14°13'32"W | 24.62'    |
| C17 | 42°21'14"  | 30.00'  | 22.18' | 11.62'  | S33°11'02"E | 21.67'    |
| C18 | 52°15'22"  | 30.00'  | 27.36' | 14.72'  | N12°31'58"E | 26.42'    |
| C19 | 129°14'07" | 40.00'  | 90.22' | 84.31'  | S25°57'24"E | 72.28'    |



**Street Dimensions**

LOOKING UP-STATION



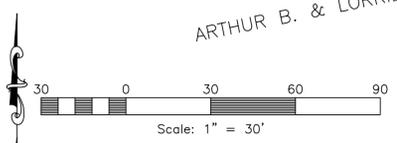
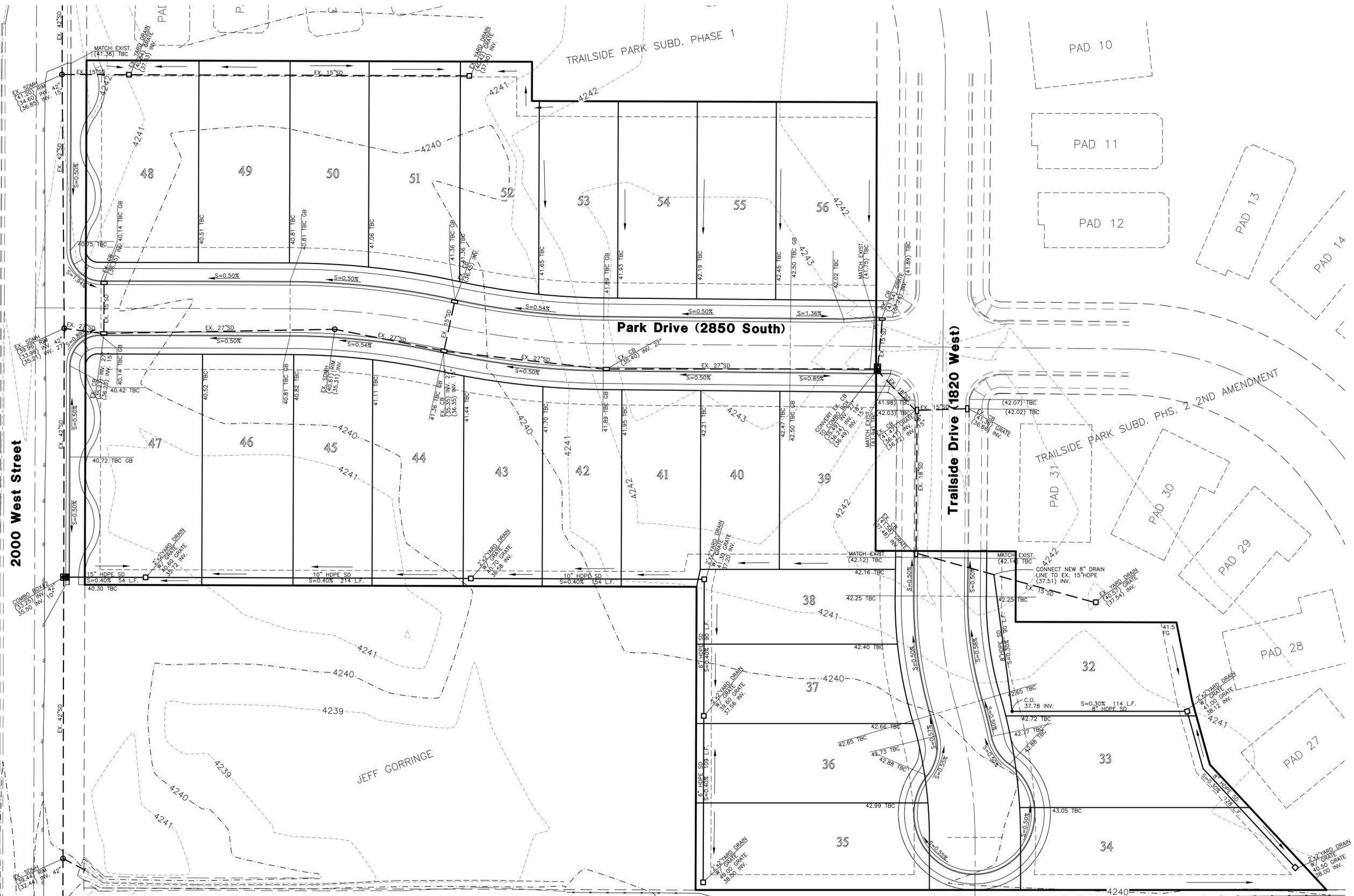
Revised 9-27-12

**Trailside Park Subdivision**  
**Phase-3**  
 SYRACUSE CITY, DAVIS COUNTY, UTAH  
**Trailside Drive (1820 West)**  
**10+00.00 - 14+50.00**



**Project Info.**  
 Engineer: J. NATE REEVE, P.E.  
 Drafter: R. HANSEN  
 Begin Date: SEPTEMBER 7, 2012  
 Name: TRAILSIDE PARK SUBDIVISION PHASE-3  
 Number: 5061-33

Blue Stakes Location Center  
**Call: Toll Free 1-800-662-4111**  
 Two Working Days Before You Dig



NOTE:  
ALL YARD DRAINS TO BE INSTALLED  
ARE PRIVATE AND WILL NOT BE  
MAINTAINED BY THE CITY.

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|-----------|------|---------------|
| 9-27-12   | RH   | City Comments |

**Trailside Park Subdivision Phase-3**  
 SYRACUSE CITY, DAVIS COUNTY, UTAH

**Grading Plan**

**Project Info.**

|             |                                    |
|-------------|------------------------------------|
| Engineer:   | J. NATE REEVE, P.E.                |
| Drafter:    | R. HANSEN                          |
| Begin Date: | SEPTEMBER 7, 2012                  |
| Name:       | TRAILSIDE PARK SUBDIVISION PHASE-3 |
| Number:     | 5061-33                            |

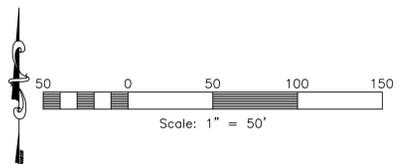
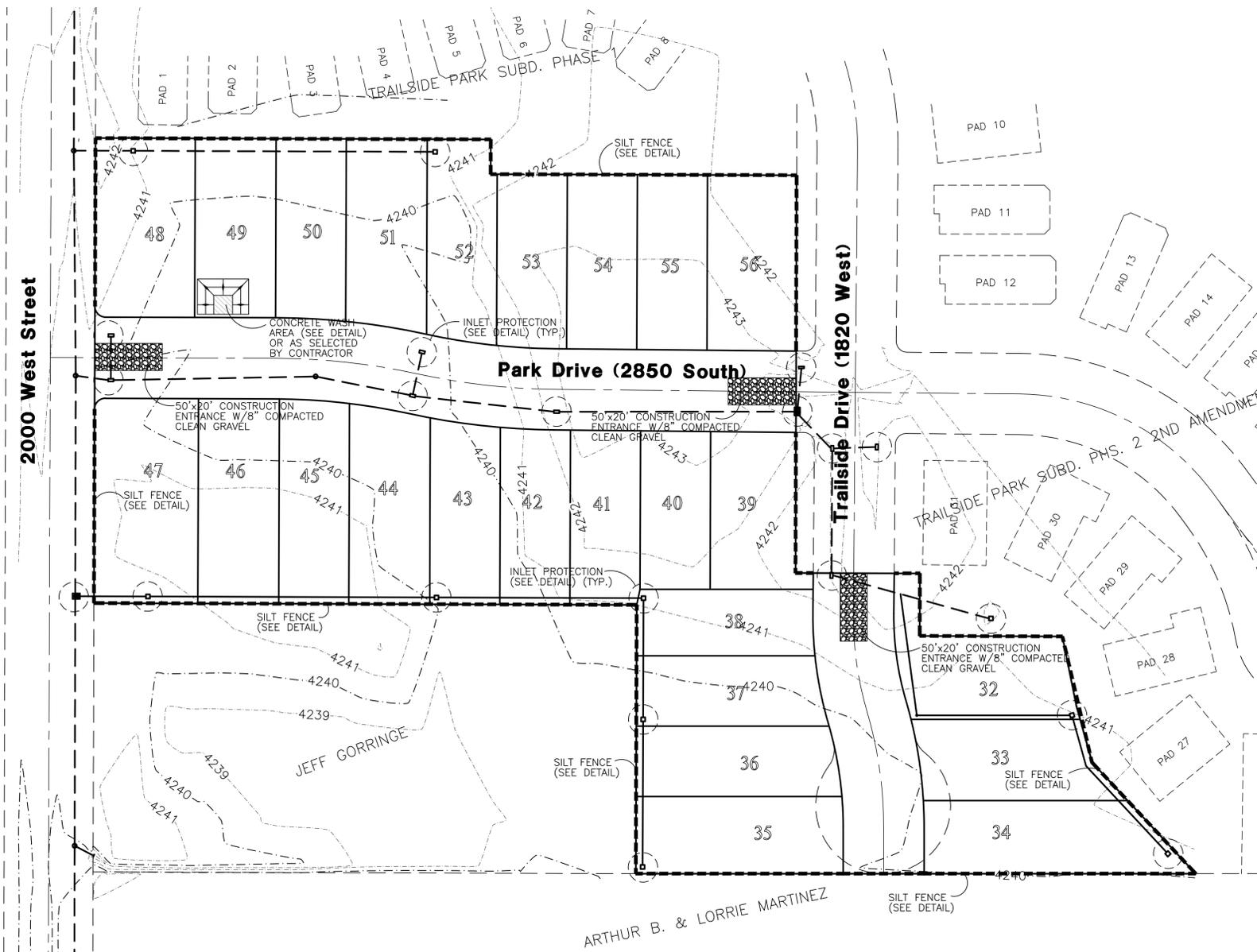
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| Sheet    | <b>10</b> |
| <b>7</b> | Sheets    |

# TRAILSIDE PARK SUBDIVISION Phase-3 Storm Water Pollution Prevention Plan Exhibit

SYRACUSE CITY, DAVIS COUNTY, UTAH  
SEPTEMBER, 2012



Vicinity Map  
NOT TO SCALE



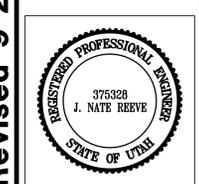
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|           | 9-27-12 | RH City Comments |

**Revised 9-27-12**

**Trailside Park Subdivision  
Phase-3  
Storm Water Pollution  
Prevention Plan Exhibit**

SYRACUSE CITY, DAVIS COUNTY, UTAH



**Project Info.**

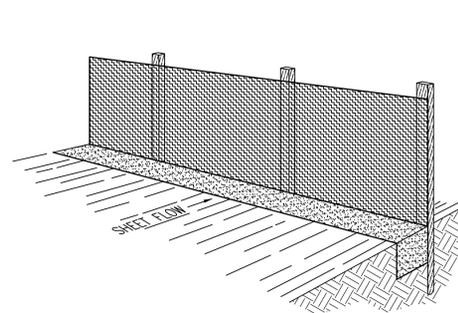
Engineer: J. NATE REEVE, P.E.  
 Drafter: R. HANSEN  
 Begin Date: SEPTEMBER 7, 2012  
 Name: TRAILSIDE PARK SUBDIVISION PHASE-3  
 Number: 5061-33

**Construction Activity Schedule**

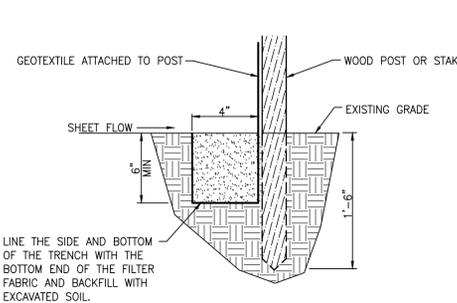
- PROJECT LOCATION.....SYRACUSE CITY, DAVIS COUNTY, UT
- PROJECT BEGINNING DATE.....SEPTEMBER 2012
- BMP'S DEPLOYMENT DATE.....SEPTEMBER 2012
- STORM WATER MANAGEMENT CONTACT / INSPECTOR.....NAME (801) 564-3898
- SPECIFIC CONSTRUCTION SCHEDULE INCLUDING BMP CONSTRUCTION SCHEDULE TO BE INCLUDED WITH SWPPP BY OWNER/DEVELOPER

**Notes:**

- Describe all BMP's to protect storm water inlets:  
All storm water inlets to be protected by straw wattle barriers, or gravel bags (see detail).
- Describe BMP's to eliminate/reduce contamination of storm water from:
  - Equipment / building / concrete wash areas:  
To be performed in designated areas only and surrounded with silt fence barriers.
  - Soil contaminated by soil amendments:  
If any contaminants are found or generated, contact environmental engineer and contacts listed.
  - Areas of contaminated soil:  
If any contaminants are found or generated, contact environmental engineer and contacts listed.
  - Fueling area:  
To be performed in designated areas only and surrounded with silt fence.
  - Vehicle maintenance areas:  
To be performed in designated areas only and surrounded with silt fence.
  - Vehicle parking areas:  
To be performed in designated areas only and surrounded with silt fence.
  - Equipment storage areas:  
To be performed in designated areas only and surrounded with silt fence.
  - Materials storage areas:  
To be performed in designated areas only and surrounded with silt fence.
  - Waste containment areas:  
To be performed in designated areas only and surrounded with silt fence.
  - Service areas:  
To be performed in designated areas only and surrounded with silt fence.
- BMP's for wind erosion:  
Stockpiles and site as needed to be watered regularly to eliminate / control wind erosion
- Construction Vehicles and Equipment:
  - Maintenance
    - Maintain all construction equipment to prevent oil or other fluid leaks.
    - Keep vehicles and equipment clean, prevent excessive build-up of oil and grease.
    - Regularly inspect on-site vehicles and equipment for leaks, and repair immediately.
    - Check incoming vehicles and equipment (including delivery trucks, and employee and subcontractor vehicles) for leaking oil and fluids. Do not allow leaking vehicles or equipment on-site.
    - Segregate and recycle wastes, such as greases, used oil or oil filters, antifreeze, cleaning solutions, automotive batteries, hydraulic, and transmission fluids.
  - Fueling
    - If fueling must occur on-site, use designated areas away from drainage.
    - Locate on-site fuel storage tanks within a bermed area designed to hold the tank volume.
    - Cover retention area with an impervious material and install in a manner to ensure that any spills will be contained in the retention area. To catch spills or leaks when removing or changing fluids.
    - Use drip pans for any oil or fluid changes.
  - Washing
    - Use as little water as possible to avoid installing erosion and sediment controls for the wash area.
    - If washing must occur on-site, use designated, bermed wash areas to prevent waste water discharge into storm water, creeks, rivers, and other water bodies.
    - Use phosphate-free, biodegradable soaps.
    - Do not permit steam cleaning on-site.
- Spill Prevention and Control
  - Minor Spills:  
Minor spills are those which are likely to be controlled by on-site personnel. After contacting local emergency response agencies, the following actions should occur upon discovery of a minor spill:
    - Contain the spread of the spill.
    - If the spill occurs on paved or impermeable surfaces, clean up using "dry" methods (i.e. absorbent materials, cat litter, and / or rags).
    - If the spill occurs in dirt areas, immediately contain the spill by constructing an earth dike. Dig up properly dispose of contaminated soil.
    - If the spill occurs during rain, cover the impacted area to avoid runoff.
    - Record all steps taken to report and contain spill.
  - Major Spills:  
On-site personnel should not attempt to control major spills until the appropriate and qualified emergency response staff have arrived at the site. For spills of federal reportable quantities, also notify the National Response Center at (800) 424-8802. A written report should be sent to all notified authorities. Failure to report major spills can result in significant fines and penalties.
- Post Roadway / Utility Construction
  - Maintain good housekeeping practices.
  - Enclose or cover building material storage areas.
  - Properly store materials such as paints and solvents.
  - Store dry and wet materials under cover, away from drainage areas.
  - Avoid mixing excess amounts of fresh concrete or cement on-site.
  - Perform washout of concrete trucks offsite or in designated areas only.
  - Do not wash out concrete trucks into storm drains, open ditches, streets or streams.
  - Do not place material or debris into streams, gutters or catch basins that stop or reduce the flow of runoff water.
  - All public streets and storm drain facilities shall be maintained free of building materials, mud and debris caused by grading or construction operations. Roads will be swept within 1000' of construction entrance daily, if necessary.
  - Install straw wattle around all inlets contained within the development and all others that receive runoff from the development.
- Erosion Control Plan Notes
  - The contractor will designate an emergency contact that can be reached 24 hours a day 7 days a week.
  - A stand-by crew for emergency work shall be available at all times during potential rain or snow runoff events. Necessary materials shall be available on site and stockpiled at convenient locations to facilitate rapid construction of emergency devices when rain or runoff is eminent.
  - Erosion control devices shown on the plans and approved for the project may not be removed without approval of the engineer of record. If devices are removed, no work may continue that have the potential of erosion without consulting the engineer of record. If deemed necessary erosion control should be reestablished before this work begins.
  - Graded areas adjacent to fill slopes located at the site perimeter must drain away from the top of the slope at the conclusion of each working day. This should be confirmed by survey or other means acceptable to the engineer of record.
  - All silt and debris shall be removed from all devices within 24 hours after each rain or runoff event.
  - Except as otherwise approved by the inspector, all removable protective devices shown shall be in place at the end of each working day and through weekends until removal of the system is approved.
  - All loose soil and debris, which may create a potential hazard to offsite property, shall be removed from the site as directed by the Engineer of record of the governing agency.
  - The placement of additional devices to reduce erosion damage within the site is left to the discretion of the Engineer of record.
  - Desilting basins may not be removed or made inoperable without the approval of the engineer of record and the governing agency.
  - Erosion control devices will be modified as need as the project progresses, and plans of these changes submitted for approval by the engineer of record and the governing agency.
- Conduct a minimum of one inspection of the erosion and sediment controls every two weeks. Maintain documentation on site.
  - Part III.D.4 of general permit UTR300000 identifies the minimum inspection requirements.
  - Part III.D.4.C identifies the minimum inspection report requirements.
  - Failure to complete and/or document storm water inspections is a violation of part III.D.4 of Utah General Permit UTR 300000.



**Perspective View**



**Section**

**INSTALLATION**

The silt fence should be installed prior to major soil disturbances in the drainage area. The fence should be placed across the slope along a line of uniform elevation wherever flow of sediment is anticipated. Table 1 shows generally-recommended maximum slope lengths (slope spacing between fences) at various site grades for most silt fence applications.

| TABLE 1:<br>Recommended Maximum Slope Lengths<br>for Silt Fence<br>(Richardson & Middlebrooks, 1991) |                             |
|------------------------------------------------------------------------------------------------------|-----------------------------|
| Slope Steepness (%)                                                                                  | Max. Slope Length<br>m (ft) |
| <2%                                                                                                  | 30.5m (100ft)               |
| 2-5%                                                                                                 | 22.9m (75ft)                |
| 5-10%                                                                                                | 15.2m (50ft)                |
| 10-20%                                                                                               | 7.6m (25ft)                 |
| >20%                                                                                                 | 4.5m (15ft)                 |

**PREFABRICATED SILT FENCE ROLLS**

- Excavate a minimum 15.2cm x 15.2cm (6"x6") trench at the desired location.
- Unroll the silt fence, positioning the post against the downstream wall of the trench.
- Adjacent rolls of silt fence should be joined by nesting the end post of one fence into the other. Before nesting the end posts, rotate each post until the geotextile is wrapped completely around the post, then abut the end posts to create a tight seal as shown in Figure 1.
- Drive posts into the ground until the required fence height and/or anchorage depth is obtained.
- Bury the loose geotextile at the bottom of the trench in the upstream trench and backfill with natural soil, tamping the backfill to provide good compaction and anchorage. Figure 2 illustrates a typical silt fence installation and anchor trench placement.

should generally be less than three (3) times the height of the fence.

- If a steel or plastic mesh is required to reinforce the geotextile, it shall have a minimum mesh opening of 15.2cm (6").
- Fasten the mesh to the upslope side of the posts using heavy duty wire staples, tie wires or hog strings. Extend the mesh into the bottom of the trench.
- The geotextile shall then be stapled or wired to the posts. An extra 20-50cm (8-20") of geotextile shall extend into the trench.

**INSPECTION**

- Inspect the silt fence daily during periods of rainfall, immediately after significant rainfall event and weekly during periods of no rainfall. Make any repairs immediately.
- When sediment deposits behind the silt fence are one-third of the fence height, remove and properly dispose of the silt accumulations. Avoid damage to the fabric during cleanout.

**REMOVAL**

- Silt fence should not be removed until construction ceases and the upslope area has been properly stabilized and/or revegetated.

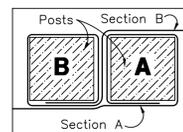
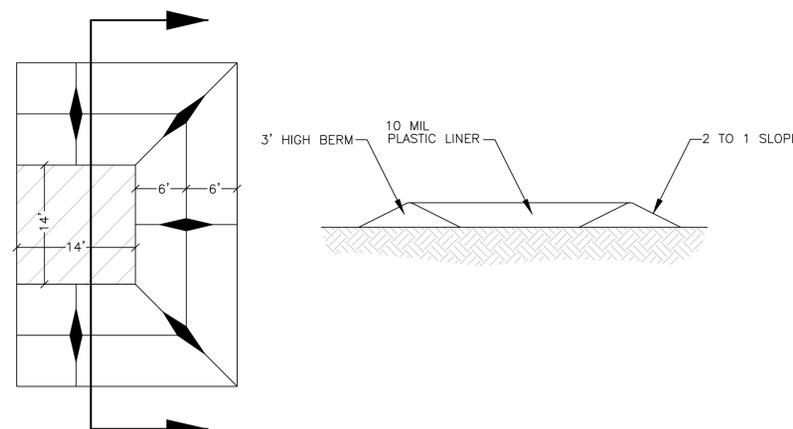


Figure 1:  
Top View of  
Roll-to-Roll Connection

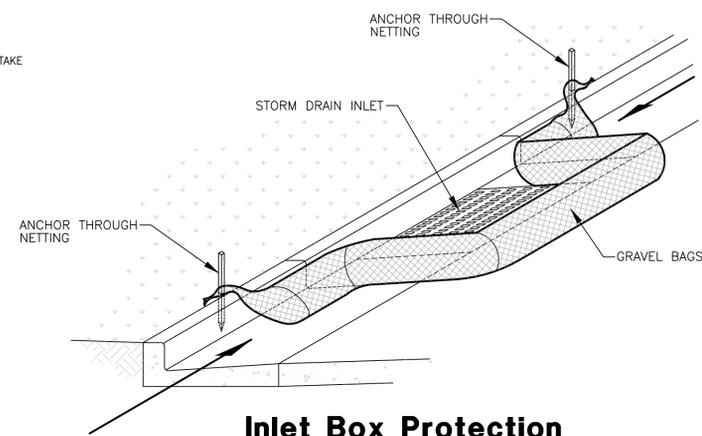
**Silt Fence Detail**

SCALE: NONE

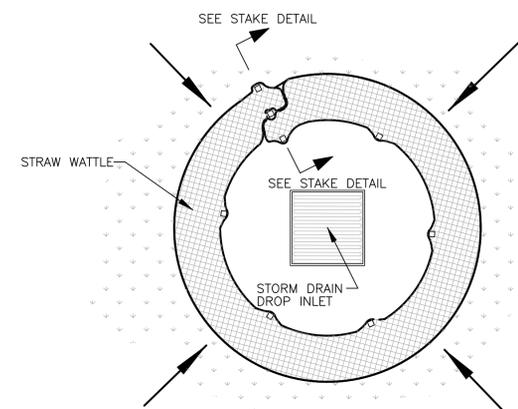


**Concrete Washout Area  
w/ 10 mil Plastic Liner**

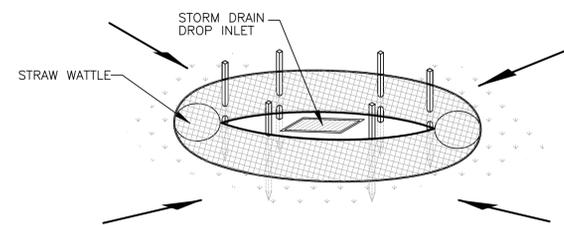
SCALE: NONE



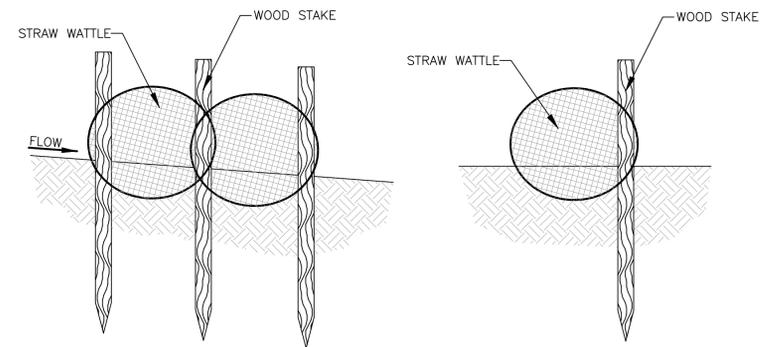
**Inlet Box Protection**



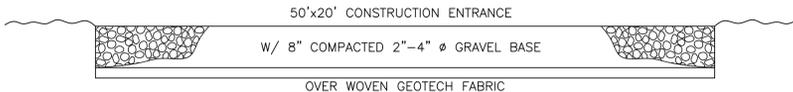
**Plan View**



**Drop Inlet Protection**



**Stake Detail**



**Cross Section 50' x 20' Construction Entrance**

**Reeve & Associates, Inc.**  
920 CHAMBERS STREET, SUITE 14, OGDEN, UTAH 84403  
TEL: (801) 621-2100 FAX: (801) 621-2666 www.reeve-assoc.com  
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS  
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

| REVISIONS | DATE    | DESCRIPTION      |
|-----------|---------|------------------|
|           | 9-27-12 | RH City Comments |

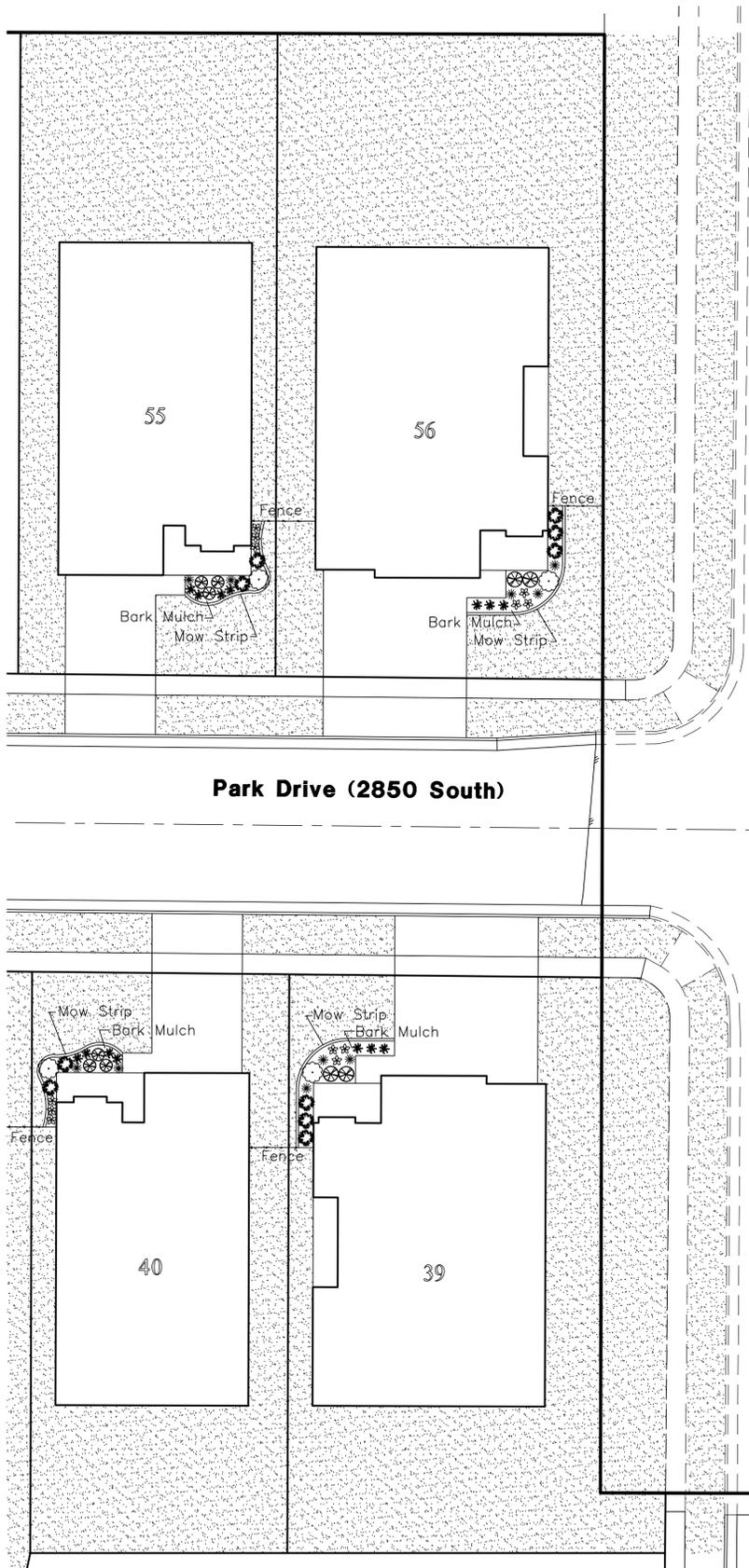
**Trailside Park Subdivision  
Phase-3**  
SYRACUSE CITY, DAVIS COUNTY, UTAH

**Storm Water Pollution  
Prevention Plan Exhibit**

**REGISTERED PROFESSIONAL ENGINEER**  
375328  
J. NATE REEVE  
STATE OF UTAH

**Project Info.**  
Engineer: J. NATE REEVE, P.E.  
Drafted: R. HANSEN  
Begin Date: SEPTEMBER 7, 2012  
Name: TRAILSIDE PARK SUBDIVISION PHASE-3  
Number: 5061-33

Sheet **10**  
**9** Sheets



Trailside Drive (1820 West)

### Plant Table

#### SHRUBS

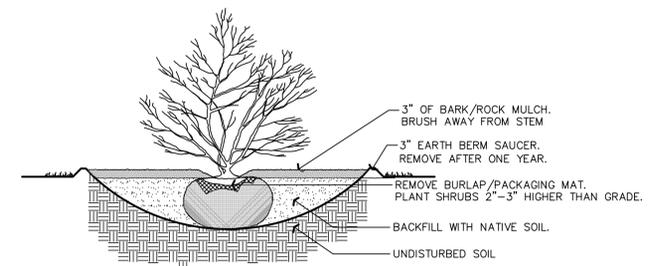
| Quantity          | Symbol | Planting Size |
|-------------------|--------|---------------|
| 6 plants per home |        | 5 gal.        |
|                   |        | 5 gal.        |
|                   |        | 5 gal.        |

#### PERENNIALS

| Quantity          | Symbol | Planting Size |
|-------------------|--------|---------------|
| 9 plants per home |        | 1 gal.        |
|                   |        | 1 gal.        |
|                   |        | 1 gal.        |

NOTE: Owner's licensed landscape contractor shall plant a mix of deciduous and evergreen shrubs with perennials and ornamental grasses to create variety and provide the right plants for each building's orientation (sun or shade). All beds shall be covered with a 3" layer of bark mulch.

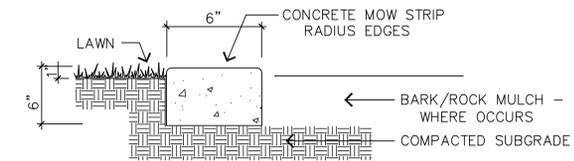
Turf Grass - To be sodded.



NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

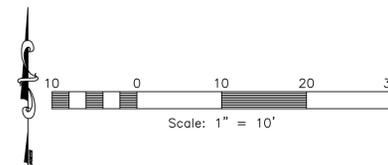
### SHRUB/PERENNIAL PLANTING

SCALE: NOT TO SCALE



### CONCRETE MOW STRIP

SCALE: NOT TO SCALE



Revised 9-27-12



| REVISIONS | DATE    | DESCRIPTION      |
|-----------|---------|------------------|
|           | 9-27-12 | RH City Comments |

**Trailside Park Subdivision Phase-3**  
 SYRACUSE CITY, DAVIS COUNTY, UTAH  
**Landscape Plan**



**Project Info.**  
 Engineer: J. NATE REEVE, P.E.  
 Drafter: R. HANSEN  
 Begin Date: SEPTEMBER 7, 2012  
 Name: TRAILSIDE PARK SUBDIVISION PHASE-3  
 Number: 5061-33

Sheet **10**  
 10 Sheets

When recorded, return to:  
Cassie Brown, City Recorder  
Syracuse City  
1979 W. 1900 S.  
Syracuse, UT 84075

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into as of the day of \_\_\_\_\_, 2011 (the "Effective Date"), by and between **SYRACUSE CITY**, a Utah municipal corporation ("City"), and \_\_\_\_\_ **OVATION HOMES, LLC.** ("OVATION")

### RECITALS:

A. **OVATION HOMES** owns approximately 5.553 acres of real property known as the Trailside Park Cluster Subdivision, Phases 3 situated in Syracuse City, Davis County, State of Utah, (the "Property"). The Property is depicted in the two plat maps attached hereto as **Exhibit A** and in the Property Legal Description attached hereto as **Exhibit B**.

B. \_\_\_\_\_ was the original owner and developer of the Property. \_\_\_\_\_ processed the Property through the Syracuse City Cluster Subdivision development approval process and eventually obtained final plat and improvement plan approval for Phases 1 & 2. During the construction of homes in Phase 2, Ovation Homes obtained the property from the original developer and entered into an agreement with the original developer and the City to complete the remaining improvements and final phase 3.

C. The Syracuse City Council has determined that facilitating the development of the Project by **OVATION HOMES** within the boundaries of the City will result in substantial benefits to the citizens of the City.

D. The City Council finds that it is in the best interest of the City and its residents, and that it is also in accord with the public purposes of applicable state and local laws, as reflected in 2 Utah Code Ann. § 10-9a-102(2) to enter into this Agreement to promote and support the development of the Project.

EF. The purpose of this Agreement, therefore, is to reduce to writing the respective agreements and understanding of the parties regarding the development of the Property in conformance with City ordinances. The City and **OVATION HOMES**, as well as any permitted successors and assigns, agree to be bound by the terms and conditions of this Agreement as more particularly set forth herein.

### AGREEMENT:

The recitals set forth above are incorporated into this Agreement. In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. In as much, as the Syracuse City Municipal Code, Title X, Section 10-6-080 requires the installation of a buffer yard between Phase 3 and the adjacent agricultural zone (A-1) and in as much as the developer has indicated an intention to develop said adjacent property, Syracuse City agrees to allow the developer a period of two (2) years from the approval of said final plat to install the required buffer yard in accordance with Section 10-6-080. In the event that the developer acquires said adjacent property and begins application on a Phase 4 within said two (2) year period, and successfully gains approval of said Phase 4, the buffer requirement for Phase 3 shall be null for said areas adjacent to Phase 4. If a Phase 4 is not granted, Developer agrees to install the buffer yard in accordance with Section 10-6-080 prior to the expiration of the two (2) year period or within sixty (60) days of a denial of said Phase 4.
2. The Developer hereby agrees that the residents of Phase 3, shall have full membership in the Home Owners Association for Trailside Park Cluster Subdivision, and shall be entitled to all the rights and responsibilities to the common areas of Phases 1 & 2. **Exhibit C** is hereby attached as the amended CC&Rs for Trailside Park Cluster Subdivision.

3. **Vested Rights.** Subject to the terms and provisions of this Agreement and subject to the approvals which have been granted, the parties hereby acknowledge certain vested rights of **OVATION HOMES** to develop the Property. Nothing herein shall be construed to provide **OVATION HOMES** with any further or additional vested rights than those recognized by Utah law. Such vested rights shall be subject to all recognized exceptions, including, but not limited to the pending ordinance, procedural modes and form, clarifying ambiguity, and compelling public interest doctrines. Except as otherwise provided herein, development of the Property shall be permitted in accordance with the approved plans, plats and permits for the Property, the terms and conditions of this Agreement, and all applicable city ordinances which are in effect on the date of this Agreement.
4. **Police Powers.** Notwithstanding the foregoing, development of the Property shall be subject to subsequent amendments to City Ordinances regarding fees, procedures and police power provisions as may be allowed under applicable vested rights law in the State of Utah. The provisions set forth herein are not intended to retroactively require additional application or permit fees from **OVATION HOMES** for applications or permits which have been completed and approved and for which all fees have been paid in accordance with the fee schedule in effect at the time such fees were due and paid for the subject application or permit in accordance with applicable city ordinances or to allow the imposition of additional conditions on any pending applications except as may otherwise be allowed under applicable vested rights law in the State of Utah. Development of the Property shall also be subject to subsequent city ordinances enacted under the City's police power to protect the public health, safety and welfare as may be allowed under applicable vested rights law in the State of Utah. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of **OVATION HOMES** under this Agreement based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the City; and, unless the City declares an emergency, **OVATION HOMES** shall be entitled to notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public policy exception to the vested rights doctrine.
5. **Default.** In the event any party fails to perform its obligations hereunder or to comply with the terms of this Agreement, the non-defaulting party may pursue the following enforcement remedies. Prior to the invoking the remedies provided herein, the non-defaulting party shall provide the defaulting party written notice of default and a thirty (30) day cure period; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, then the defaulting party shall have such additional time as is reasonably necessary to cure such default, provided that the defaulting party commences to cure such default within such thirty (30) day period and proceeds to cure such default with diligence and continuity. All notices of default shall be provided in accordance with the Notice provisions set forth below. In the event the defaulting party does not cure the default within the cure period or enter into a written agreement with the non-defaulting party for curing the default within a reasonable time, acceptable to the nondefaulting party in its reasonable discretion, the non-defaulting party may, at its election, pursue the following remedy or remedies:
  - a. all rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages except consequential damages; or
  - b. The right to withhold all further approvals, licenses, permits or other rights associated with the particular phases in the Project, parcel or building to which the default is applicable until such default has been cured.
  - c. The rights and remedies set forth herein above shall be cumulative.
6. **Assignment.**
  - a. **OVATION HOMES** may from time to time and without the consent of the City, convey any or all portions of the Project or any lots in their entirety to one or more successors of **OVATION HOMES**, together with the rights granted by this Agreement to develop one or more of the portions of the Project or the lots, as applicable, so transferred or conveyed in accordance with this Agreement; provided, however, such assignment shall in no way relieve **OVATION HOMES** of its obligations under this Agreement and **OVATION HOMES** shall remain jointly and severally liable with **OVATION HOME'S** assignee(s) to perform all obligations under the terms of this Agreement which are specified to be performed by **OVATION HOMES**. Notwithstanding the foregoing, **OVATION HOMES** may request the written consent of the City of an assignment of **OVATION HOMES'S** complete interest in

the Agreement. In such cases, the proposed assignee shall have the qualifications and financial responsibility necessary and adequate, as required by the City, to fulfill the obligations undertaken in this Agreement by **OVATION HOMES**. The City shall be entitled to review and consider the ability of the proposed assignee to perform, including financial ability, past performance and experience. After review, if the City gives its written consent to the assignment, **OVATION HOMES** shall be released from its obligations under this Agreement for that portion of the Property for which such assignment is approved.

b. Nothing in this Section shall require **OVATION HOMES** to obtain the City's consent prior to selling a portion of the Project or lots in the ordinary course of the business. The provisions of this Section shall not prohibit the granting of any security interests for financing the acquisition and development of dwelling units, residential lots, commercial structures, or other development parcels within the Project, subject to **OVATION HOMES** complying with the Plans, the applicable city zoning ordinances, this Agreement and applicable federal, state and local laws, rules, regulations and other ordinances. In addition, **OVATION HOMES** may grant an assignment of **OVATION HOME'S** rights under any this Agreement in connection with financing all or a portion of the Project without obtaining the City's approval.

c. In the event of a transfer of all of the Project or any remaining portion of the Project and upon assumption by the transferee of **OVATION HOMES** obligations under this Agreement, the transferee shall be fully substituted as the party to this Agreement, and shall agree to be subject to all of the conditions and restrictions to which **OVATION HOMES** and the Property are subject.

6. **Term.** **OVATION HOMES** agrees to complete all required developer improvements. This Agreement will terminate upon: (1) completion of all developer improvements and final acceptance of the subdivision by City; (2) sale of all subdivision lots; or (3) fifteen (15) years; whichever occurs first.

7. **Other Agreements:**

a. Ownership. **OVATION HOMES** hereby warrants and represents that it has full authority to enter into the terms of this Agreement.

b. Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent by United States Mail, postage prepaid, addressed as follows:

To the City: Syracuse City  
Attn: City Manager  
1979 W 1900 S  
Syracuse City, UT 84075  
Facsimile:

**Ovation Homes**  
Attn: Brad Frost

\_\_\_\_\_  
\_\_\_\_\_

Any party may change its address for notice under this Agreement by giving written notice to the other party in accordance with the provisions of this paragraph.

c. Attorneys Fees. Each party agrees that should it default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorneys fees which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing a lawsuit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

d. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Property, the Project and/or the Plan, contains the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions. It

is expressly agreed by the parties that this Agreement is intended to and shall govern the development of the Property pursuant to city ordinances, including, but not limited to, all planning, zoning and subdivision issues.

e. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

f. Construction of Agreement. This Agreement shall be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling countervailing public interest. For purposes of this Agreement and the construction of its terms, the parties acknowledge that both participated in the drafting of this Agreement and neither shall be considered the drafter.

g. Non-Liability of Officials, Employees and Others. No officer, representative, agent or employee of a party hereto shall be personally liable to any other party hereto or any successor in interest or assignee of such party in the event of any default or breach by the defaulting party, or for any amount which may become due the non-defaulting party, or its successors or assigns, or for any obligation(s) arising under the terms of this Agreement.

h. No Third Party Rights. Unless otherwise specifically provided herein, the obligations of **OVATION HOMES** and the City set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties.

i. Binding Effect, Covenant Running With the Land. This Agreement shall be binding upon the parties hereto and their respective officers, agents, employees, successors and assigns, as permitted herein. The covenants contained herein shall be deemed to run with the Property and a copy of this Agreement shall be recorded by **OVATION HOMES** in the office of the Davis County Recorder, State of Utah. Notwithstanding the foregoing, at such time as a certificate of occupancy is issued by the City with respect to any portion of the Project, this Agreement and the covenants contained herein shall be deemed to have been satisfied with respect to the Property within such portion and the City agrees, upon the request of **OVATION HOMES** at such time, to execute a certificate of completion with respect to such portion, and as to the last portion, a certificate of completion with respect to the Project.

j. Governing Law and Jurisdiction. The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The parties to this Agreement agree that any judicial action associated with the Agreement shall be taken in the Utah state or federal court of competent jurisdiction.

k. No Waiver. Any party's failure to enforce any provision of the Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

l. Severability. If any portion of this Agreement is held to be unenforceable by court of competent jurisdiction, any enforceable portion thereof and the remaining provisions shall continue in full force and effect.

m. Exhibits. Exhibits A through C attached hereto are hereby incorporated herein by this reference.

n. Time of Essence. Time is expressly made of the essence with respect to the performance of each and every obligation hereunder.

o. Knowledge. The parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to consult with legal counsel of their choice.

p. Supremacy. In the event of any conflict between the terms of this Agreement and those of any document referred to herein, this Agreement shall govern. If there is a conflict between the provisions of this Agreement and city zoning ordinances or the Plan, the terms and conditions of this Agreement shall govern. In the event of conflict between any terms within this Agreement, the more restrictive provision shall govern.

q. No Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

r. Priority. This Agreement shall be recorded against the Property senior to any protective covenants and any debt security instruments encumbering the Property.

s. Amendment. This Agreement may be amended only in writing signed by the parties hereto.

t. Force Majeure. Neither party hereto shall be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to acts of God, acts of the United States Government or the State of Utah, fires, floods, or

other casualties or causes beyond the reasonable control and without the fault or negligence of the party obligated to perform hereunder; provided the party seeking relief under the provisions of this Section: (1) notifies the other party in writing of a force majeure event within fifteen (15) days following the affected party's knowledge of the occurrence of the claimed force majeure event, and (2) promptly resumes the keeping and performance of the affected obligations after such cause has come to an end. Each party shall make every reasonable effort to keep delay in performance as a result of such a cause to a minimum.

[Remainder of Page Intentionally Left Blank]

**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 above written.

**“CITY”**

**SYRACUSE CITY**

ATTEST:

\_\_\_\_\_  
City Recorder

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

Approved as to Form

\_\_\_\_\_  
City Attorney

**“OVATION HOMES”**  
**OVATION HOMES**

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

Approved as to Form

\_\_\_\_\_  
Legal Counsel

**CITY ACKNOWLEDGMENT**

STATE OF UTAH            )  
                                      : ss.  
WEBER COUNTY            )

On the \_\_\_\_ day of \_\_\_\_\_, 2012, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that he is the Mayor Syracuse City, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said \_\_\_\_\_ acknowledged to me that the City executed the same.

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

**OVATION HOMES, LLC  
ACKNOWLEDGMENT**

STATE OF UTAH            )  
                                      : ss.  
WEBER COUNTY            )

On the day of \_\_\_\_\_, 2012, personally appeared before me who being by me duly sworn did say that (s)he is the of **OVATION HOMES, LLC**, and that the foregoing instrument was signed in behalf of said **corporation LLC** by authority of a resolution of its **Board of DirectorsMembers**; and **they** acknowledged to me that said **corporation LLC** executed the same.

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



## Engineer Final Plan Review – Trailside Park Subdivision Phase 3 Trailside Drive & Park Drive

*Completed by Brian Bloemen on September 20, 2012*

Please review the following comments for Trailside Park Subdivision Phase 3 and make any necessary changes:

1. All utilities shall be installed per Syracuse City Standards.
2. Update the following items in the general notes:
  - a. #7 Contractor shall notify City of all utility conflicts....
  - b. #18 Tracer wire is also required.
  - c. #22 Contractor shall conform to the Syracuse City Engineering Standards & Specifications.
  - d. Add #23 Contractor shall notify City prior to pouring any ADA ramps to assure proper compliance.
  - e. Add #24 Waterline loops will require restrained joint fittings and concrete thrust blocks.
3. On sheet 2 Note 6, sanitary sewer laterals shall be green. Remove the land drain lateral note.
4. 10" of base is the minimum City Standard under local roadways. 8" of base course is the minimum requirement under curb & gutter. Sidewalk through driveways shall be 6" thick on 8" of untreated base course.
5. Improvements will be required along 2000 West fronting the development. Add a typical cross section for the City's 66' wide ROW (minor collector) along 2000 West, including curb, gutter, sidewalk and asphalt. The curb and gutter on the west side of 2000 West shall be extended in a straight line to intersect the new radii along Park Drive. The radii shown are too far into 2000 West. Please submit plan and profile for 2000 West. The minimum section for a minor collector is 4" of asphalt on 10" of untreated base course. Show the 10' PUE on both the 60' ROW and 66' ROW sections.
6. Install a tee (with a plug on the south side) and fire hydrant on the south side of Lot 35. A temporary blow off is not needed.
7. Show culinary, secondary and sewer service locations on the plans (refer to City Standards for locations). A separate culinary service and double secondary services will be required. All culinary mains shall be blue and all secondary mains shall be purple.

8. Clarify how the culinary water main will cross 2000 West while maintaining a minimum of 4' of cover.
9. A temporary turn around easement should be shown on the plat for the temporary cul-de-sac. Show the asphalt, curb, gutter and sidewalk in the temporary cul-de-sac.
10. Add a note to sheet 7 that states the yard drain to be installed is a private line and will not be maintained by the City.
11. Include a table on the plat which shows the total acreage contained in the boundary description, the total acreage to be dedicated as public right-of-way and the acreage of lots 32-56 to be developed.
12. The line style on the plat for Adjoining Property, should this be 10' PUE? A 10' PUE will be required around the perimeter of the subdivision, the back side of Lots 17 & 18 and on the back side of all ROW lines
13. The owners dedication and certification on the plat needs to be updated for this current phase.

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

Sincerely,

Brian Bloemen  
City Engineer



## Subdivision Final Plan Review – Trailside Park Subdivision Ph. 3

*Completed by Sherrie Christensen, Planner on 9/28/2012*

**Recommendation:** City staff recommends that the Planning Commission examine the Trailside Park Subdivision Phase 3 Final Subdivision plan review as outlined below. Please pay specific attention to the items highlighted in yellow. City Staff hereafter recommends that the Planning Commission recommend the Trailside Park Subdivision Final Subdivision Phase 3 plat and plan for City Council approval, subject to all previous conditions of approval and executed development agreement.

**Background:** *The previous 2 phases of this development were completed subject to development agreement with a previous developer. An addendum to that agreement or new agreement will need to be executed as part of final approval. I suggest that if the developer plans to seek approval for a phase 4 to the South and does not want to install the landscape buffer, that he submit a plan, bond for the improvements and if he does not start approval process for a phase 4 within 2 years, the buffer be installed at that time. The development agreement should also address the access to the open space by phase 3 residents and their membership in the HOA. There should also be a clear designation for the owners of lots 32, 39, and 56 regarding whether the HOA or those lot owners will be required to care for the adjacent park strips. Further the CC& R's need to address whether the individual lot owners will care for the park strips or if the HOA will, as they do in the rest of the subdivision. One last item the development agreement should address is as these lots are just that, lots and not building pads, where and whether out buildings will be permitted for the storage of lawn care equipment, etc.*

| <b>8-6-1/8-6-2: Final Plat/Final Plan and Profile:</b>                                                                    | <b>Planning Staff Review:</b>         |
|---------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| 1. Proposed name of subdivision (to be approved by Planning Commission and County Recorder).                              | 1. Trailside Park Subdivision Phase 3 |
| 2. Accurate angular and linear dimensions to describe boundaries, streets, easements, areas reserved for public use, etc. | 2. Yes                                |
| 3. Identification system for lots, blocks, and names of streets. Lot lines show dimensions in feet and hundredths.        | 3. Yes-                               |

|                                                                                                                                     |                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| 4. Street address shown for each lot.                                                                                               | 4. Yes                                             |
| 5. True angles and distances to nearest street lines or official monuments as accurately described and shown by appropriate symbol. | 5. Yes                                             |
| 6. Radii, internal angles, points and curvatures, tangent bearings and the length of all arcs.                                      | 6. Yes                                             |
| 7. Accurate location of all monuments to be installed shown by appropriate symbol.                                                  | 7. Yes                                             |
| 8. Dedication to City of all streets and other public uses and easements.                                                           | 8. Yes                                             |
| 9. Street monuments shown on Final Plat.                                                                                            | 9. Yes                                             |
| 10. Pipes or other iron markers shown on the plat.                                                                                  | 10. Yes                                            |
| 11. Outlines and dimensions of public use areas or areas reserved for common use of all property owners showing on plat.            | 11. Parcel A & B need to be labeled<br>Common Area |
| 12. Boundary, lot and other geometrics on Final Plat accurate to not less than one part in five thousand.                           | 12. Yes, refer to Engineer for further.            |
| 13. Location, function, ownership and manner of maintenance of remaining common open space showing on plat or in submission.        | 13. N/A                                            |
| 14. Legal boundary description of the subdivision and acreage included.                                                             | 14. Yes, 5.553 acres                               |
| 15. Current inset City map showing location of subdivision.                                                                         | 15. Yes                                            |
| 16. Standard signatures forms/boxes reflected on the Final Plat.                                                                    | 16. Yes                                            |
| <b>Final Plan and Profile</b>                                                                                                       |                                                    |
| 17. Plan for culinary water improvements.                                                                                           | 17. Submitted, see Engineer review.                |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
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| <p>18. Plan for secondary water improvements.</p> <p>19. Plan for sanitary sewer.</p> <p>20. Land drain.</p> <p>21. Storm water.</p> <p>22. Streets.</p> <p>23. Stationing.</p> <p>24. Agreements.</p> <p><b>Conditional Items for Final Plan Approval</b></p> <p>25. Park-purchase impact fee accord in the zoning and gross acreage in development as outlined in the City's fee schedule</p> <p>26. Irrigation water rights per Subdivision Ordinance Section 8-2-9</p> <p>27. An executed Escrow Agreement, provided by City staff, for improvement costs and bonding</p> <p>28. An executed Improvement Agreement with Syracuse City, as provided by staff</p> <p>29. An executed Streetlight Agreement, regarding installation of required lamps, as provided by City staff</p> <p>30. Payment of final off-site inspection fees as outlined in City's fee schedule</p> <p>31. Payment of County recording fees of \$37/page +\$1/lot and any common space as well as \$1/land-owner signatures over two</p> <p>32. Lots Numbering</p> <p><b>Conditions from Preliminary Plat Approval 8-3-1 Public Improvements:</b></p> <p>(D) Dead-end streets, which exceed one lot depth in length, shall have a forty-foot (40)</p> | <p>18. Submitted, see Engineer review.</p> <p>19. Submitted, see Engineer review.</p> <p>20. Submitted, see Engineer review.</p> <p>21. Submitted, see Engineer review.</p> <p>22. Submitted, see Engineer review.</p> <p>23. Submitted, see Engineer review.</p> <p>24. A development agreement will have to be entered into with this developer as an amendment to the original development agreement.</p> <p>25. Park Dedication in Phase I meets this requirement</p> <p>26. Yes</p> <p>27. Required before mylar recording estimate not received</p> <p>28. Required before mylar recording</p> <p>29. Required before mylar recording</p> <p>30. Required before mylar recording</p> <p>31. Required before mylar recordings</p> <p><b>Planning Staff Review:</b></p> <p>(D) Yes.</p> |
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| <p>radius temporary turnaround area. The turnaround shall have an all-weather surface acceptable to the City.</p> <p>10-12-040 Minimum Lot Standards</p> <p>(F) Building Height. As allowed by current building code.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p>(F) Yes-will be included as exhibit in Development Agreement, will be similar to Phase 1 &amp; 2.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p><b>Chapter 16-Cluster Subdivision</b></p> <p>10-16-020(E) Approval of the development plan shall determine lot area, lot width, setbacks, and lot coverage regulations. The minimum distance between main buildings shall be ten (10) feet, and the minimum side yard for any single lot shall not be less than five (5) feet.</p> <p>10-16-020(L) Landscaping, fencing and other improvement plans for cluster development shall be presented to the Land Use Authority for approval along with other required plans for development. The estimated cost of these improvements shall be provide to the City by the developer and, after approval by the City Engineer, such estimated costs shall be include in the bonding requirements for the development.</p> <p>10-16-040(A) Max Density in R-1 Zone 4.75 units/net acre based upon incentives below:</p> <p>10-16-040(B)<br/>1. Open Space Preservation R-1 Zone</p> | <p><b>Planning Staff Review:</b></p> <p>10-16-020(E) Yes. Meets requirement determined at Preliminary Approval.</p> <p>10-16-020(L)- required buffer area needs, discussed with developer, will be agreed to in development agreement that the buffer will be installed within 2 years if a Phase 4 approval has not been commenced.</p> <p>10-16-040        Yes<br/>                           Base Density 2.9 d.u./acre<br/>                           Bonus:<br/>                           Open Space:        0.8 d.u./acre<br/>                           HOA                        0.30 d.u./acre<br/>                           Entrance:                0.15 d.u./acre<br/>                           Amenities:                0.10 d.u./acre<br/>                           Trail System:            0.10 d.u./acre</p> <p>Total Density allowed: 4.25<br/>         Total Units Permitted: 16.41*4.25=69<br/>         Total Unit: 56</p> <p>10-16-040(B)<br/>1. Net development area for all 3</p> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
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| <p>25% for 0.80 Bonus</p> <ol style="list-style-type: none"> <li>2. Building Design Standards<br/>70% brick or rock exterior &amp; front porches for 0.65 Bonus</li> <li>3. Landscaping of Park Strips<br/>Planting approved trees every 50 feet in park strips, along with moving sidewalk 4 feet closer to homes or by using serpentine sidewalks for 0.20 Bonus</li> <li>4. Home Owners Association creation to maintain landscaped entrance ways and common space for 0.30 Bonus</li> <li>5. Landscaped Entrance Ways including subdivision identification signs for 0.15 Bonus</li> <li>6. Amenities to Open Space-funding and placement of approved amenities to open space or common areas for 0.10 Bonus</li> <li>7. Trail System, Walking Paths-Development of walking paths connecting to the City's trail System for 0.10 Bonus</li> </ol> <p>10-16-050 Design Standards. A common building them shall be required and approved by the Planning Commission. The design shall show detail in the unification of exterior architectural style, color and size for each unit; however, the intent is not to have the design so dominant that all the units are identical.</p> <p>10-8-040 Minimum and Maximum Parking Spaces</p> <p>Planned Residential Development family Dwellings. Minimum requirement of 2.5 parking spaces per dwelling unit</p> | <p>phases: 16.41 Acres<br/>Open Space: 5.43 Acres (Park)<br/>Common Area: 4.69 Acres<br/>62% Open Space</p> <ol style="list-style-type: none"> <li>2. No bonus requested</li> <li>3. No bonus requested</li> <li>4. Yes- Phase III will be part of the HOA for phase I &amp; II-</li> <li>5. Yes-Main entry landscaped.</li> <li>6. Amenities provided in phase I &amp; II</li> <li>7. Yes</li> </ol> <p>10-16-050-Yes. To be included as attachment in Development Agreement</p> <p>10-8-040 Minimum and Maximum Parking Spaces</p> <p>Yes</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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| <p>10-8-060 Access to Off-Street Parking and Loading Spaces</p> <p>Ingress and Egress standards</p> <p>Distance from Intersections. No driveway approach located closer than twenty (20) feet to intersection</p> <p>10-8-070 Parking Development, Standards, and Maintenance</p> <p>Developer is required to follow (A)-(I) of this section when developing parking areas within the development</p> <p>10-15-090 Signs</p> <p>Developer is required to follow Title 10 Chapter 9 of the Municipal Code when implementing the use of any signs for the development.</p> | <p>10-8-060 Access to Off-Street Parking and Loading Spaces</p> <p>Standards met</p> <p>Yes, this standard has been met and there are no driveways closer than twenty (20) feet to intersection.</p> <p>10-8-070 Parking Development, Standards, and Maintenance</p> <p>Refer to developer for discussion.</p> <p>10-15-090 Signs</p> <p>Signage completed with Phase A.</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| <b>Chapter 6 – General Land Use Regulations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Planning Staff Review:</b>                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>10-6-060 Miscellaneous Requirements and Provisions</p> <p>(B) Visibility at Intersections.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>10-6-060 Miscellaneous Requirements and Provisions</p> <p>(B) Yes</p>                                                                                                                                                                                                                                                                                                                                                                          |
| <p>10-6-080 Buffer Yards</p> <p>(C) <u>Determination and Approval of Buffer Yards Required</u>. To determine the type of buffer yard required between two (2) adjacent parcels or between a parcel and a street, the following procedure shall apply:</p> <ol style="list-style-type: none"> <li>1. Identify the land use category of the proposed use.</li> <li>2. Identify the use category of the existing land use adjacent of the proposed use by an on-site survey to determine the intensity classification from Table 1. Agricultural determination need not directly relate to whether or not someone is farming the adjacent property.</li> <li>3. Determine the buffer yard required for the proposed development by using Table 2.</li> <li>4. Using Buffer Tables A – E, identify the buffer yard options using the buffer yard requirement determine in Table 2.</li> </ol> | <p>10-6-080 Buffer Yards</p> <ol style="list-style-type: none"> <li>1. R-1 Residential</li> <li>2. North = R-1 Residential<br/>West = R-1 Residential<br/>South = A-1 Agriculture<br/>East = R-1 Residential</li> <li>3. North = No buffer requirement<br/>West = No buffer requirement<br/>South = Buffer Table A<br/>East = No buffer requirement</li> <li>4. Buffer required for lots 34-44-to be included in development agreement</li> </ol> |

September 18, 2012

To whom it may concern  
Trailside phase 3 final plat

To whom it may concern,

Regarding Trailside Phase 3 Final Plat review. After review of the plans my only concern is the set back of the building pad of lot numbers 33, 34, 35, and 36 to the temporary turn around. Everything else appears fine as long as it meets all current codes.

Please contact me if you have any questions or need additional comment.

Respectfully,

Jo Hamblin, Deputy Chief  
Syracuse City Fire Department  
1869 South 3000 West, Syracuse, UT 84075  
Phone 801-614-9614





# COUNCIL AGENDA

October 9, 2012

Agenda Item #J                      Presentation regarding proposed Joint Development Agreement between Syracuse City and Ninigret. (45 min)

***Factual Summation***

- A presentation regarding this item will be provided by City Manager Bob Rice, City Attorney Will Carlson, and Finance Director Steve Marshall.

AGREEMENT FOR THE DEVELOPMENT  
OF THE SYRACUSE SR-193 ECONOMIC DEVELOPMENT PROJECT AREA

This Agreement for the Development of the Syracuse SR-193 Economic Development Project Area (this “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2012 (the “Effective Date”), by and among NINIGRET CONSTRUCTION COMPANY NORTH, L.C., a limited liability company (the “Developer”), the REDEVELOPMENT AGENCY OF SYRACUSE CITY, a body corporate and politic of the State of Utah (the “Agency”) and SYRACUSE CITY, UTAH (the “City”). The Developer, the Agency and the City are sometimes referred to individually in this Agreement as a “Party” and collectively as the “Parties.”

RECITALS

A. In furtherance of the objectives of the Community Development and Renewal Agencies Act, Utah Code Ann. 17C-3-101, et. seq. (the “Act”), the Agency has undertaken the creation of an economic development area for the development of a certain geographic area known as the “Syracuse SR-193 Economic Development Project Area” (the “Project Area”), located in the City; and

B. The Agency has approved and the City Council of the City has adopted an economic development project area plan and budget which is attached hereto as Exhibit A (the “Project Area Plan”) providing for the development of real property located in the Project Area and the future use of such land; and

C. The Developer desires to construct within the Project Area a development for office, industrial, and light manufacturing and other business park activities, along with other related improvements including but not limited to on and off site improvements related to the development, landscaping, hardscaping and similar public improvements ancillary and necessary to the development (collectively, the “Project”); and

D. The Agency believes that the development of the Project is in the vital and best interests of the Agency, and in the best interests of the health, safety, and welfare of City residents, and in accord with the public purposes and provisions of the applicable laws of the State of Utah (the “State”) and requirements under which the Project Area and its development is undertaken and is being assisted by the Agency; and

E. On the basis of the foregoing and the undertakings of the Developer pursuant to this Agreement, and to enable the Agency to achieve the objectives of the Project Area Plan, the Agency is willing, in the manner set forth herein, to assist the Developer in the development of the Project for the purpose of accomplishing the provisions of the Project Area Plan, and the provisions of this Agreement;

NOW THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE I

### SUBJECT PROPERTY

Section 1.1 Ownership of the Subject Property. The Agency acknowledges and agrees that it has received evidence satisfactory to the Agency that the Developer has acquired all right, title and interest in and to certain real property more particularly described in Exhibit B attached hereto and depicted as “Parcel 1” on Exhibit C attached hereto (the “Project Real Property”) together with all of Developer’s: (i) right, title and interest in and to adjacent streets, alleys, easements and other rights-of-way appurtenant to the Project Real Property (the “Project Rights-of-Way”); and (ii) rights and interests appurtenant to the Project Real Property, including, without limitation, all easements for access, parking and utilities over, across, under and upon other properties located near or adjacent to the Project and such other rights in and/or to the Project and/or such other near or adjacent properties (collectively, the “Other Project Site Rights”; and collectively with the Project Real Property and the Project Rights-of-Way, the “Subject Property”). If from time to time the Developer sells or otherwise disposes of a portion of the Project Real Property, such defined term for the purposes herein shall thereafter refer to and include solely the remaining real property owned by the Developer.

## ARTICLE II

### DEVELOPER'S OBLIGATIONS

Section 2.1 The Developer hereby agrees to the following:

(a) Development of Facilities. The Developer shall construct or cause to be constructed the facilities that constitute a portion of the Project for a minimum useful life of 30 years on the Project Real Property. The Project will be constructed in accordance with (i) the Developer's Project Plan dated \_\_\_\_\_, 2012 and attached hereto as Exhibit D (the "Developer Plan"), (ii) to the extent permitted by law, the current land use development and building codes of the City, except as provided herein (the "City's Vested Laws"), attached hereto as Exhibit G; and (iii) in accordance with the zoning, subdivision, development, growth management, transportation, environmental, open space, and other land use plans, policies, processes, ordinances, and regulations in existence and effective on the date of final approval of this Agreement, and applying the terms and conditions of this Agreement (clauses (i) through (iii) being referred to herein collectively as the "Construction Standards"). The construction of the Project shall be subject to the City's General Plan updated and approved July 31, 2012.

(b) Truck Access to Project. Throughout the construction and use of the Project, the Developer, its subcontractors and tenants, shall refrain from accessing the Project from 700 South using vehicles with double axles. The Developer shall ensure that all construction contracts, subcontracts and tenant agreements contain a similar provision imposing on such individuals the same requirement. If the Developer, or any of its employees, agents or contractors is found to be in violation of this subsection, which determination shall be made in the sole discretion of the Agency, the Developer shall pay the Agency a fee in the amount of \$100.00 per occurrence, which amounts shall be reduced from the Property Tax Rebate (defined below) due to the Developer.

(c) Water Shares. Due to the need of providing irrigation water for the Project, the Developer shall convey to the City water rights that are usable by and acceptable to the City which provide a minimum of sixty acre feet (60 a.f.) of water annually during normal water years.

(d) Development Infrastructure/On-site Improvements. The Developer shall construct and develop, in accordance with the Construction Standards, all applicable City standards and specifications, all on-site improvements, including but not limited to, storm water detention facilities, drainage facilities, sidewalks, curb and gutter, roads both ingress and egress as required to access the Project, landscaping, trails, water systems, sanitary sewer, street lighting, fencing and/or walls, flood control and other improvements required by the City as part of the site plan and subdivision approval process.

(e) Off-Site Improvements. The Developer shall be responsible for the construction and completion of the following off-site improvements:

(i) The Developer shall cause the eastern portion of 1000 West, between 200 South and 450 South to be expanded by no less than three (3) feet in width (or the greater equivalent amount if the western portion of 1000 West is expanded by more than three (3) feet) concurrently with any expansion of 450 South west of Parcel 1, as depicted in Exhibit D attached hereto.

(ii) The Developer shall obtain all necessary approvals from relevant sewer, water, or other local districts as appropriate, if any related to water/sewer improvements, for both on and off-site infrastructure required to be completed by Developer.

(f) Payment of Fees. The Developer shall pay when due all required building permit fees, site plan review fees, impact fees, development fees, and other fees related to the Project and the Project Real Property required by this Agreement or City and State law. In the event the fees are not paid prior to settlement of the Property Tax Rebate (as defined herein), the Agency shall be able to deduct the payment of said fees from the Property Tax Rebate (along with any other available remedies).

(g) Payment of Ad Valorem Taxes and Supplemental Payments. The Developer shall pay all real and personal property taxes (the “ad valorem taxes”) for the Project Real Property based on the taxable value of the Project Real Property (the “Assessed Taxable Value”). For each tax increment year, all ad valorem taxes and assessments levied or imposed on the Project Real Property, any of the improvements, and any personal property on site shall be paid annually by the Developer or current owner on or before the due date which is currently set by law as November 30th. The Developer shall have the right to protest or appeal the amount of Assessed Taxable Value and taxes levied against the Project Real Property by the County Assessor, State Tax Commission or any lawful entity authorized by law to determine the ad valorem taxes against the Project Real Property, the improvements, personal property on the Project Real Property, or any portion thereof in the same manner as any other taxpayer as provided by law. The Developer shall, however, notify the Agency in writing within ten (10) calendar days of the Developer’s or then current property owner’s filing of any protest or appeal of such assessment determination or taxes and provide a copy to the Agency of any protest or appeal of such assessment and information submitted as part of the protest or appeal. In addition, the Developer shall give to the Agency written notice at least fifteen (15) calendar days prior to the time and date of such protest or appeal is to be heard. The Agency shall have the right, without objection by the Developer, to appear at the time and date of such protest or appeal and to present oral or written information or evidence in support of, or objection to the amount of assessment or taxes which should or should not be assessed against the real or personal property of the Business Park Real Property.

## ARTICLE III

### AGENCY AND DEVELOPER OBLIGATIONS AND UNDERTAKINGS

#### Section 3.1 Agency Participation.

(a) The Agency has created the Project Area for improvements related to the Project. The Agency has determined that without public participation, land acquisition and public infrastructure costs create a significant barrier to attracting private capital and investment. The Developer agrees to construct or cause to be constructed, subject to reasonable commercial expectations and conditions, not less than approximately Fifty Million dollars (\$50,000,000) of incremental assessed value related to the Project on or before September 2018. In consideration of the Developer's performance of its obligations under this Agreement, and subject to the conditions, terms and limitations set forth in this Agreement, including those set forth in Article II, the Agency agrees to rebate to the Developer, for qualified Project expenditures, up to 100% of the tax increment revenues received by the Agency from the Tax Increment Area (as defined in the Project Area Plan), after payment of:

(i) administrative expenses related to the Project Area, which estimated amounts are shown in Exhibit E hereto (the "Administrative Expenses"),

(ii) amounts payable to US Cold Storage equal to 30% of the tax increment revenues received by the Agency solely from the property owned by US Cold Storage, for a period of ten years beginning April 15, 2014, up to a maximum dollar amount of \$1,200,000, and depicted as the southern half of parcel 1 in Exhibit D-1 (the "Cold Storage Rebate"),

(iii) future tenant or other end user outreach payments, the timing and amount of which shall be determined by the Agency at a future date and which may be payable to tenants or other end users by or through the Agency or the Developer (the "Tenant Outreach Payments" and collectively with the Administrative Expenses and Cold Storage Rebate, the "Net Payments"),

(iv) beginning April, 2015, amounts payable to the City (the "City Repayment") equal to 25% of the amount remaining for distribution (tax increment revenues received by the Agency pursuant to the Project Area Plan after payment of the Net Payments),

(v) beginning April, 2015, amounts payable to Weber Basin Water Conservancy District (the "Weber Repayment") equal to 15% of the amount remaining for distribution (tax increment revenues received by the Agency pursuant to the Project Area Plan after payment of the Net Payments).

The Developer shall be eligible to receive such net tax increment revenues from April, 2015 through April, 2029 in a total amount of not to exceed \$5,135,053 (the "Property Tax Rebate") in order to reimburse the Developer for qualified costs associated with the development of the Project Area, as further described in (b) below. The Developer shall also be eligible to receive such net tax increment revenues from April, 2015 through April, 2029 in order to make qualified Tenant Outreach Payments, to the extent and in accordance with the provision of Exhibit F attached hereto. The City and Weber Basin Water Conservancy District ("Weber Basin") have agreed to provide certain improvements within the Project Area, as set forth in Appendix C to Exhibit A, and in return for such improvements, the City and Weber Basin will be paid the City Repayment and Weber Repayment, respectively, described above. If by April 30, 2019, the City has not received a total of \$455,000 in City Repayment moneys and/or Weber Basin has not received a total of \$173,000 in Weber Repayment moneys, the amount of Property Tax Rebate the Developer receives from that date forward shall be reduced to zero and the percentage of the City Repayment and Weber Repayment shall be increased to 65% and 35%, respectively, of the tax increment revenues received by the Agency after payment of the Net Payments, until such time as the City and Weber Basin have been paid in full the amounts set forth above (either through the receipt of tax increment moneys or through a payment made by the Developer in accordance with Section 4.2 hereof), at which time the amounts payable to the City and Weber Basin shall be reduced to zero, and the Developer shall thereafter receive 100% of the tax increment revenues received by the Agency pursuant to the Project Area Plan after payment of the Net Payments.

(b) The Property Tax Rebate moneys may be used by the Developer to finance the qualified Project improvements set forth in Appendix C to Exhibit A hereto. The Developer shall submit draw requests to the City, in substantially the form of Exhibit F hereto, for Project expenses in accordance with the procedures outlined in Exhibit F. The Developer's approved Project expenses will be reimbursed with Property Tax Rebate moneys as such become available pursuant to the terms of this Agreement.

Section 3.2 Interlocal Agreements. The Agency has entered into an interlocal agreement with Weber Basin, which is attached hereto as Exhibit H (the "Interlocal Agreement"), whereby Weber Basin has agreed to install certain improvements in the Project Area, as further described in the Interlocal Agreement.

Section 3.3 Issuance of Permits/Approval of Site Plan. The Agency will cooperate with the Developer, as requested in obtaining necessary approval of the site plan, zoning approval, and the issuance of building permits, and other planning requirements necessary for the Developer to construct the improvements outlined in this Agreement. The Agency reserves the right to review and approve the conceptual and final plan and drawings for the Project and Project Real Property. The Agency agrees any approval required by the Agency shall not be unreasonably withheld, conditioned or delayed.

Section 3.4 Sole Source of Agency's Funding. The Developer understands and agrees that the only source of monies available to the Agency to pay its obligations hereunder are tax increment monies actually received by the Agency from the Project and Project Real Property based upon the value of the improvements to be constructed by the Developer. Only available tax increment monies from the Project Real Property, less any negative tax increment from the Project Area deducted by the County Assessor's office, will be available to the Agency to meet said obligations.

## ARTICLE IV

### CONSTRUCTION REQUIREMENTS

Section 4.1 Issuance of Permits. The Developer shall have the sole responsibility of obtaining all necessary permits and approvals to construct the improvements and shall make application for such permits and approvals directly to the City, Agency and other appropriate agencies and departments.

Section 4.2 Construction. The Developer agrees that it shall promptly begin and diligently prosecute to completion the development of the Project subject to reasonable commercial expectations and conditions. The Developer shall undertake certain expenditures, as identified in the Project Area Budget attached hereto as Appendix C of Exhibit A, in order to promote the development of the Project. As part of these expenditures, the Developer shall complete certain infrastructure improvements, as identified by the approved subdivision plat dated August 14, 2012 and in accordance with the terms of the Offsite Improvement Agreement between the City and the Developer (which subdivision plat and Offsite Improvement Agreement are attached hereto as Exhibit I), by August 24, 2013, unless such date is extended by the Agency. Developer acknowledges and agrees that unless the Project is timely constructed and completed and becomes part of Davis County's final assessment tax roll, the available tax increment necessary to pay the Agency obligations will not materialize, and the Agency would be unable to receive and pay its obligations. The Developer and the Agency intend for construction of the Project to proceed in such manner as to produce the ad valorem taxes set forth in the Project Area Budget attached hereto as Appendix C of Exhibit A. The Developer hereby agrees that if by April 30, 2019, the City has not received a total of \$455,000 in City Repayment moneys and/or Weber Basin has not received a total of \$455,000 in Weber Repayment moneys, the Developer shall immediately pay to the City and Weber Basin, respectively, the difference between such amounts and the amounts the City and Weber Basin have received in City Repayment and Weber Repayment moneys, respectively, to such date. In the event that the Developer does not immediately make such payment, and without releasing the Developer from such obligation, the Agency will also be entitled to the additional remedy of reducing the Property Tax Rebate as described in Section 3.1 herein.

Section 4.3 Access to Site. The completion of the Project and the work of the Developer shall be subject to inspection by representatives of the City as provided under State and local law. The Developer shall permit access to the Site by the City for purposes of inspection, and, to the extent necessary, to carry out the purposes of this and other sections or provisions of this Agreement. Inspections shall be made during reasonable business hours upon three business days notice and shall be made in accordance with standard project safety guidelines.

## ARTICLE V

### REMEDIES

Section 5.1 Default by Developer. If the Developer defaults or breaches any of its material obligations contained in this Agreement and does not timely cure such default or breach as provided in this Agreement after the expiration of all applicable notice and cure periods, then the Agency may, as its sole remedy hereunder, terminate this Agreement.

Section 5.2 Notice. If any Party to this Agreement fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a default has occurred shall provide a notice to the other Party (the "Notice of Default"). A Notice of Default shall:

- (a) Specify the claimed event of default;
- (b) Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in default;
- (c) Identify why the default is claimed to be material; and
- (d) If the Agency chooses, in its discretion, propose a method and time for curing the default which shall be of no less than sixty (60) calendar days duration, except as described in Section 5.4 hereof.

Section 5.3 General Remedies; Agency and Developer. Subject to the other provisions of this Article V, in the event of any default or breach of this Agreement or any of its terms, covenants or conditions by any Party hereto, such Party shall, upon written notice from the other Party(ies) as required by Section 5.2, proceed immediately to cure or remedy such default or breach within sixty (60) calendar days after receipt of notice of such, unless a longer period of time is designated in the Notice of Default or agreed to by the Parties pursuant to Section 5.4. In case such action is not taken, or diligently pursued, or the default or breach shall not be cured or remedied within the time periods provided above, the aggrieved Party may institute such proceedings as may be necessary or desirable, at its option, to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default which is not cured within the time limits contained in this Agreement, the non-defaulting Party may, at its option, take such action as allowed by law, in equity and/or provided for in this Agreement. 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.

Section 5.4 Extensions. If any default cannot be cured within sixty (60) calendar days due to environmental conditions (i.e. frozen earth, blizzard, flooding, earthquake, etc.), then such cure shall be extended so long as necessary to compensate for delay caused by environmental conditions. The Agency may in writing extend the time

for the Developer's performance of any term, covenant or condition of this Agreement or permit the curing of any default upon such terms and conditions as may be mutually agreeable to the parties provided, however, that any such extension or permissive curing of any particular default shall not operate to release any of the Developer's obligations nor constitute a waiver of the Agency's rights with respect to any other term, covenant or condition of this Agreement or any other default in, or breach of, this Agreement. Any such extension by the Agency shall be in writing.

Section 5.5 Remedies Cumulative/Non-Waiver. The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other Party, except as otherwise provided in Section 5.1. No waiver made by any Party with respect to the performance, or manner or time thereof, or any obligation of the other Party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the Party making the waiver with respect to the particular obligation of the other Party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of the other Party.

## ARTICLE VI

### VESTED RIGHTS

#### Section 6.1 Zoning and Vested Rights.

(a) The Project is currently zoned industrial. To the extent permissible under the laws of Utah and the United States and at equity, the City and Developer intend that this Agreement grant to the Developer all rights to develop the Project in fulfillment of this Agreement without modification or interference by the City except as set forth herein. The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The parties specifically intend that this Agreement grant to Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509. However, the City shall not hold the Developer harmless against changes in laws beyond the City’s control.

(b) Developer covenants not to bring suit to have any of the City’s Vested Laws declared to be unlawful, unconstitutional or otherwise unenforceable. If any of the City’s Vested Laws are declared to be unlawful, unconstitutional or otherwise unenforceable, then Developer will nonetheless comply with the terms of this Agreement. Developer shall also in that event cooperate with the City in adopting and agreeing to comply with a new enactment by the City that is materially similar to any such stricken provision and that implements the intent of the parties in that regard as manifested by this Agreement.

(c) The Developer shall be subject to the City’s Vested Laws as set forth herein. The Developer shall be subject to future laws of the City which may be implemented from time to time (the “City’s Future Laws”) as follows:

(i) Developer Agreement. City’s Future Laws that Developer agrees in writing to the application thereof to the Project.

(ii) State and Federal Compliance. City’s Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project.

(iii) Codes. City’s Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments

and are required to meet legitimate concerns related to public health, safety or welfare.

(iv) Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.

(v) Fees. Changes to the amounts of fees for the processing of development applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to applicable law.

(vi) Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i).

(vii) Impact Fees. Fees assessments, exactions or payments of money imposed by the City as a condition on development activities as specified in Utah Code Ann. Sections 11-36a-101, et seq. ("Impact Fees") or modifications thereto that are lawfully adopted, imposed and collected.

(d) Without waiving any rights granted by this Agreement, Developer may at any time, choose to submit a development application for some or all of the Project under the City's Future Laws. Any development application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the development application at the time of such filing. The election by Developer at any time to submit a development application under the City's Future Laws shall not be construed to prevent Developer from relying for other development applications on the City's Vested Laws.

## ARTICLE VII

### MISCELLANEOUS PROVISIONS

Section 7.1 Government Records Access and Management Act. This Agreement and all documents referenced in this Agreement or made a part of hereof, including without limitation, all documents, evaluations or assessments provided by the Developer and/or relied upon by the Agency in entering into or performing this Agreement, shall be subject to the provisions of the Utah Government Records Access and Management Act (“GRAMA”).

Section 7.2 Party Representatives.

(a) The Agency hereby appoints the City Mayor as the Agency representative to assist in the administrative management of this Agreement and to coordinate performance of obligations by the Developer and the Agency under this Agreement.

(b) The Developer hereby appoints Gary McEntee to act as its representative in connection with its performance of this Agreement unless and until another representative is designated by written notice to the Agency. Said designated representative shall have the responsibility of working with the Agency to coordinate the performance of the Developer and obligations under this Agreement.

Section 7.3 Standard of Performance/Professionalism. The Developer acknowledges the standard of performance and professionalism required in the performance of its obligations under this Agreement. The Developer agrees to perform its obligations under this Agreement with the level of respect and deference to the community and its financial contribution. The Developer further agrees that it will not accept any fee or financial remuneration from any person or entity other than the City or the Agency for its performance under this Agreement.

Section 7.4 Governmental Immunity. The Developer acknowledges that the Agency and the City are bodies Corporate and politic of the State of Utah, subject to the Utah Governmental Immunity Act, Utah Code Ann. Sections 63-30d-101, et. seq. (the “Act”). The Developer further acknowledges and agrees that nothing contained in this Agreement shall be construed in any way, to modify (whether to increase or decrease), the limits of liability set forth in that Act or the basis for liability as established in the Act.

Section 7.5 Indemnity. The Developer agrees to indemnify, hold harmless and defend the Agency and the City, their officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, the construction, development, operation or use of the Project and the

Project Real Property, breach of this Agreement on the part of the Developer, or the negligent acts or omissions by the Developer or their agents, representatives, officers, employees or subcontractors in the performance of this Agreement; provided, there is excluded from this Paragraph, and the Developer shall not be obligated to indemnify, hold harmless or defend the Agency against any losses, damages, injuries, liabilities, and claims arising from the gross negligence or willful misconduct of the Agency, or its officers, agents and employees.

Section 7.6 No Agency. No agent, employee or servant of the Developer, the Agency or the City is or shall be deemed to be an employee, agent or servant of the other Party. None of the benefits provided by any Party or by the Developer to its employees, including but not limited to worker's compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, contractors or servants of the other Party or the Developer. The Parties shall each be solely and entirely responsible for their respective acts and for the acts of their respective agents, employees, contractors and servants throughout the term of this Agreement. The Parties shall each make all commercially reasonable efforts to inform all persons and entities with whom they are involved in connection with this Agreement to be aware that the Developer is an independent contractor.

Section 7.7 Ethical Standards. The Developer represents that they have not: (a) provided an illegal gift or payoff to any officer or employee of the City or the Agency, or former officer or employee of the City or the Agency, or to any relative or business entity of a officer or employee of the City or the Agency, or relative or business entity of a former officer or employee of the City or the Agency; (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 State statutes §§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 the Agency or former officer or employee of the City or the Agency to breach any of the ethical standards set forth in State statute or the City ordinances.

Section 7.8 No Officer or Employee Interest. It is understood and agreed that no officer or employee of the Agency or 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 of 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.

Section 7.9 Public Funds and Public Monies.

(a) For purposes hereof, "Public Funds" and "Public Monies" mean monies, funds, and accounts, regardless of the source from which they are

derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. The Developer understands, acknowledges and agrees that said funds shall maintain the nature of Public Funds while in the Developer's possession.

(b) Notwithstanding any term or provision of this Agreement to the contrary, the Developer, as a potential recipient of Public Funds and Public Monies pursuant to this Agreement and the other agreements related hereto, expressly understands that it and its officers, managers, members and employees are obligated to receive, keep safe, transfer, disburse and use these Public Funds and Public Monies solely as authorized by law and this Agreement. The Developer understands that its officers, managers, members and employees may be criminally liable under Utah Code Ann. § 76-8-402, for misuse of Public Funds or Public Monies. The Developer expressly understands that the Agency shall monitor any expenditure by the Developer of Public Funds contemplated by this Agreement and shall impose and enforce any and all such requirements in connection therewith as may be required by applicable law. The Developer further expressly understands that the Agency may withhold Public Funds or require repayment of Public Funds from the Developer for contract noncompliance, failure to comply with directives regarding the use of Public Funds, or for misuse of Public Funds or Public Monies.

Section 7.10 Compliance with Laws. Each Party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by any Party of applicable law shall constitute an event of default under this Agreement and such defaulting Party shall be liable for and indemnify, hold harmless and defend the other Party from and against any and all liability arising out of or connected with the violation. The Developer is solely responsible, at its expense and cost, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement. For purposes of this Agreement, the term "applicable law" or any similar term shall not include an ordinance, resolution, regulation, rule or procedure adopted or enacted by the Agency after the satisfaction of the conditions set forth in Article III, above, which would prevent the Agency's performance of its obligations under this Agreement.

Section 7.11 Non-Discrimination. The Developer, and all persons acting on its behalf, agree that they shall comply with all federal, state and City laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement.



with a simultaneous copy to: Ninigret Construction Company North  
1276 Bayview Circle  
Weston, Florida 33326  
Attention: Cynthia Anaipakos

Section 7.15 Entire Agreement. The Agency, the City and the Developer acknowledge and agree that this Agreement, and each of the other agreements referred to in this Agreement, constitutes the entire integrated understanding between the Agency, the City and the Developer, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Agreement, except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

Section 7.16 Term. The term of this Agreement (the "Term") shall commence upon the Effective Date and continue until May 1, 2029. Unless otherwise agreed between the Parties, vested interest(s) and right(s) contained in this Agreement expire at the end of the Term, or upon termination of this Agreement. The Parties shall have an option to extend this Development Agreement, by written agreement, for additional consecutive one (1) year terms as long as the terms of this Development Agreement have been substantially complied with, and this Agreement has not been earlier terminated, or its term otherwise modified by written amendment. This Agreement shall automatically terminate upon completion of the Project and payment of all Property Tax Rebate moneys in connection therewith.

Upon termination of this Agreement, for any reason, the obligations of the Parties to each other hereunder shall terminate, other than the obligations of the Developer to pay the City Repayment and Weber Repayment moneys set forth in Section 4.2 hereof, but none of the licenses, building permits, conditional use permits, project approvals, variances or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

Section 7.17 Governing Law. This Agreement shall constitute a development agreement within the meaning of and entered into pursuant to the terms of Utah Code Ann. 10-9a-102. It is understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of the State of Utah and the Ordinances of the City, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

Section 7.18 Obligations Joint/Several. The Developer shall be and remain jointly and severally liable for the performance of the obligations of the Developer under this Agreement.

Section 7.19 Estoppel Certificate. Within ten (10) business days after written request of Developer or its lender the Agency shall provide an estoppel certificate to Developer, a prospective purchaser or an existing prospective lender certifying that this

Agreement is in full force and effect, that no defaults exist (or specifying any defaults which do exist) and providing such other factual information pertaining to this Agreement as Developer, such lender or a prospective purchaser of part or all of the Project may reasonably request. The Developer shall pay any actual, out-of-pocket reasonable attorney's fees incurred by the Agency in connection with the foregoing.

Section 7.20 Miscellaneous. In addition to the foregoing, the parties to this Agreement agree as follows:

(a) No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed, in writing, by the party making the waiver.

(b) The recitals and the exhibits attached to this Agreement shall be and hereby are incorporated in and an integral part of this Agreement by this reference.

(c) This Agreement shall be binding upon, and shall inure to the benefit of the parties to it and their respective successors and assigns.

(d) In the event that any provision of this Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement.

(e) The Parties agree to use reasonable diligence to fulfill their respective obligations under this Agreement at all times that this Agreement is in effect.

(f) Nothing in this Agreement is or shall be intended to provide or convey any actionable right or benefit to or upon any person or persons other than the Developer and the Agency. Except as otherwise specifically provided in this Agreement, each party shall bear its own costs and expenses (including legal and consulting fees) in connection with this Agreement and the negotiation of all agreements, including without limitation the Agreement, and preparation of documents contemplated by this Agreement.

(g) All obligations of the Parties set forth in this Agreement which are contemplated to be performed or satisfied after the Closing in accordance herewith shall survive the Closing and the delivery of any instrument of conveyance made in connection therewith.

(h) Except as otherwise provided in this Agreement, whenever a period of time is in this Agreement prescribed for action to be taken by a Party, said Party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to a Force Majeure

Event; for purposes of this Agreement, “Force Majeure Event” means any act or event, whether foreseen or unforeseen, that meets all three of the following tests:

(i) The act or event prevents a Party, in whole or in part, from:

(A) performing its obligations under this Agreement or another specified agreement; or

(B) satisfying any conditions to the obligations under this Agreement.

(ii) The act or event is beyond the reasonable control of and not primarily the fault of a Party.

(iii) A Party has been unable to avoid or overcome the act or event by the exercise of commercially reasonable due diligence.

(iv) In furtherance of such definition, and not in limitation of such definition, each of the following acts and events is deemed to be a Force Majeure Event: war, flood, lightning, drought, earthquake, fire, volcanic eruption, landslide, hurricane, cyclone, typhoon, tornado, explosion, civil disturbance, act of God or the public enemy, terrorist acts, military action, epidemic, famine or plague, shipwreck, action of a court or public authority, or strike, work-to-rule action, go-slow or similar labor difficulty, and such failure, standing alone, prevents Developer from fulfilling one or more of its obligations under this Agreement. The foregoing list of Force Majeure Events is not exhaustive, and the principle of ejusdem generis is not to be applied in determining whether a particular act or event qualifies as a Force Majeure Event. Notwithstanding the foregoing, a Force Majeure Event shall not mean or include economic hardship, changes in market conditions, insufficiency of revenues or funds, or the financial condition of a Party, or the sale, transfer, liquidation, insolvency, failure, secession, disbandment, dissolution or termination of any person owning any interest in a Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year recited above.

DEVELOPER:

NINIGRET CONSTRUCTION COMPANY  
NORTH, L.C., a Utah limited liability  
company

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

Name: \_\_\_\_\_

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

STATE OF UTAH                    )  
                                          ) ss.  
COUNTY OF SALT LAKE    )

On \_\_\_\_\_, 2012, personally appeared before me \_\_\_\_\_,  
who being by me duly sworn did say that he is the \_\_\_\_\_ of NINIGRET  
CONSTRUCTION COMPANY NORTH, L.C., and that said instrument was signed on  
behalf of said limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC

AGENCY:

REDEVELOPMENT AGENCY OF  
SYRACUSE CITY

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

Name: \_\_\_\_\_

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

APPROVED AS TO LEGAL FORM:

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

STATE OF UTAH            )  
                                          ) ss.  
COUNTY OF DAVIS        )

On \_\_\_\_\_, 2012, personally appeared before me \_\_\_\_\_, who  
being by me duly sworn did say that he is the \_\_\_\_\_ of the  
REDEVELOPMENT AGENCY OF SYRACUSE CITY, and that said instrument was  
signed on behalf of the Redevelopment Agency of Syracuse City, by authority of law.

\_\_\_\_\_  
NOTARY PUBLIC

CITY:

SYRACUSE CITY, UTAH

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

Name: \_\_\_\_\_

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

APPROVED AS TO LEGAL FORM:

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

STATE OF UTAH            )  
                                  ) ss.  
COUNTY OF DAVIS        )

On \_\_\_\_\_, 2012, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that he is the \_\_\_\_\_ of SYRACUSE CITY, UTAH and that said instrument was signed on behalf of Syracuse City, Utah by authority of law.

## LIST OF EXHIBITS

### To Agreement for the Development of Land

|           |                                                    |
|-----------|----------------------------------------------------|
| Exhibit A | Project Area Plan                                  |
| Exhibit B | Legal Description of Project Real Property         |
| Exhibit C | Depiction of Project Real Property                 |
| Exhibit D | Developer Plan                                     |
| Exhibit E | Payback Estimates                                  |
| Exhibit F | Reimbursement Summary and Draw Request             |
| Exhibit G | City's Vested Laws                                 |
| Exhibit H | Interlocal Agreement                               |
| Exhibit I | Subdivision Plat and Offsite Improvement Agreement |



# SYRACUSE CITY

## Syracuse City Council Agenda

October 9, 2012 – 7:00 p.m.

City Council Chambers

Municipal Building, 1979 W. 1900 S.

1. Meeting called to order  
Invocation or thought\*\*  
Pledge of Allegiance  
Adopt agenda
2. Presentation of the Syracuse City and Wendy's "Award for Excellence" to Ashleigh Banks and Kaison Cotton.
3. Approval of Minutes:
  - a. Regular Meeting of August 14, 2012
  - b. Work Session Meeting of September 11, 2012
  - c. Regular Meeting of September 11, 2012
4. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes.
5. Presentation from UDOT regarding West Davis Corridor.
6. Public Hearing- Proposed Resolution R12-24 adjusting the Syracuse City budget for the Fiscal Year ending June 30, 2013.
7. Public Hearing- Proposed Ordinance 12-27 adopting Title Seven rewrite of the Syracuse City Code pertaining to Fire and Hazardous Materials.
8. Public Hearing- Proposed Ordinance 12-28 amending Title Nine of the Syracuse City Code pertaining to inspection fees.
9. Public Hearing – Proposed Resolution R12-25 amending the Syracuse City Consolidated Fee Schedule by making adjustments throughout.
10. Proposed Ordinance 12-25 amending various provisions of Title 8, The Subdivision Ordinance, relating to exaction of water shares.
11. Proposed Ordinance 12-26 amending the existing zoning map of Title X, "Syracuse City Zoning Ordinance", revised ordinances of Syracuse, 1971, by changing from Residential 2 (R-2) Zone to Professional Office Zone on the parcel(s) of real property herein described.
12. Final Subdivision Approval of the Trailside Park Subdivision Phases Three, located at approximately 2950 South 2000 West.
13. Councilmember Reports.
14. Mayor Report.
15. City Manager Report.
16. 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 5th day of October, 2012 at Syracuse City Hall on the City Hall Notice Board and at <http://www.syracuseut.com/>. A copy was also provided to the Standard-Examiner on October 5, 2012.

CASSIE Z. BROWN, CMC
SYRACUSE CITY RECORDER

**Members of the public who desire to offer a thought or invocation at Syracuse City Council Meetings shall contact the City Administrator at least two (2) weeks in advance of the meeting. Request will be honored on a first come, first serve basis. In the event there are no requests to offer a comment or prayer, the Mayor may seek opening comment or prayer from those members of the public attending the meeting or from City Staff or City Council.



COUNCIL AGENDA

October 9, 2012

Agenda Item #2

Presentation of the Syracuse City and Wendy's "Award for Excellence" to Ashleigh Banks and Kaison Cotton.

Factual Summation

- Please see the attached memo from the Community and Economic Development Department. Any questions regarding this item can be directed at Mike Eggett, Community and Development Director.



Mayor
Jamie Nagle

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

City Manager
Robert D. Rice

MEMORANDUM

To: Mayor and City Council

From: Community & Economic Development Department

Date: October 9th, 2012

Subject: Presentation of the Syracuse City & Wendy's Award for Excellence to Ashleigh Banks and Kaison Cotton.

Background

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

"Syracuse City & Wendy's Award for Excellence"

This monthly award recognizes the outstanding performance of a male and female who excel in athletics, academics, arts and/or community service. The following are the individuals selected for the award and the reasoning for their selection:

Ashleigh Banks

"Ashleigh is a very kind, happy, and accomplished student. She also plays in our school band. West Point Jr. is lucky to have her as a student."

Kaison Cotton

"Kaison is an outstanding student that is a friend to all at West Point Jr. Kaison is also an amazing dancer. He is an excellent student and friend."

Both students will:

- Receive a certificate and be recognized at a City Council meeting
- Have their picture put up in City Hall and the Community Center
- Have a write up in the City Newsletter, Facebook, Twitter, and website
- Be featured on the Wendy's product TV
- Receive \$10 gift certificate to Wendy's

Recommendation

The Community & Economic Development Department hereby recommends that the Mayor and City Council present the "Syracuse City & Wendy's Award for Excellence" to Jaden Fackrell and Ava Elmore.



COUNCIL AGENDA

October 9, 2012

Agenda Item #3 Approval of Minutes.

Factual Summation

- Please see the attached draft minutes of the following meetings:
 - Regular Meeting of August 14, 2012
 - Work Session Meeting of September 11, 2012.
 - Regular Meeting of September 11, 2012.
- Any question regarding this agenda item may be directed at Cassie Brown, City Recorder.

Staff Recommendation

Approve the draft minutes of the August 14, 2012 Regular Meeting, September 11, 2012 Work Session, and September 11, 2012 Regular Meeting.

Minutes of the Syracuse City Council Regular Meeting, August 14, 2012.

Minutes of the Regular Meeting of the Syracuse City Council held on August 14, 2012, at 7:40 p.m., in the Council Chambers, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Brian Duncan
Craig A. Johnson
Karianne Lisonbee
Douglas Peterson
Larry D. Shingleton

Mayor Jamie Nagle
City Manager Robert D. Rice
City Recorder Cassie Z. Brown

City Employees Present:
Finance Director Steve Marshall
Police Chief Brian Wallace
Fire Chief Eric Froerer
Community Development Director Mike Eggett
Detective Corey Rowley

Visitors Present:	Tyson Fredricks	Jennie Carbine	Caden Carbine
	Kristen Stone	Chris Stone	Ashley Stone
	Curtis Conklin	Emily Conklin	Shelby Conklin
	Braxten Conklin	Aaron Conklin	Jasmine Bowman
	Ginger Staral	Kenny Gertge	Austin Veresh
	Gavin Tremea	Taylor Tremea	Gage Tremea
	Jim Wilson	Lynette Wilson	Chris Tremea
	Kelsea Tremea	Frank Tremea	Melissa Poole
	Lance Poole	Ann Stone	Terry Stone
	Ray Zaugg	Pat Zaugg	Bruce Baird
	Susie Becker	Coleen Thurgood	Mike Gailey
	Jayne Gailey	Terry Palmer	Curt Warnick
	Tricia Roundy	Matt Gertge	Kelly Christensen
	Joe Levi	Tom Freeman	Stephanie Bowman

1. Meeting Called to Order/Adopt Agenda

7:40:53 PM

Mayor Nagle called the meeting to order at 7:40 p.m. as a regularly scheduled meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Councilmember. She asked all visitors present if any wished to provide an invocation or thought; Councilmember Shingleton provided an invocation. Councilmember Johnson then led all present in the Pledge of Allegiance.

2. Presentation of the Syracuse City and Wendy's "Award for Excellence"

to Shelby Conklin and Gavin Tremea.

7:43:05 PM

1 The City wishes to recognize citizens who strive for excellence in athletics, academics, arts and/or community
2 service. To that end, in an effort to recognize students and individuals residing in the City, the Community and Economic
3 Development, in conjunction with Jeff Gibson, present the recipients for the “Syracuse City & Wendy’s Award for
4 Excellence”. This monthly award recognizes the outstanding performance of a male and female who excel in athletics,
5 academics, arts, and/or community service. The monthly award recipients will each receive a certificate and be recognized at
6 a City Council meeting; have their photograph placed at City Hall and the Community Center; be written about in the City
7 Newsletter, City’s Facebook and Twitter Feed, and City’s website; be featured on the Wendy’s product television; and
8 receive a \$10 gift certificate to Wendy’s.

9 Mayor Nagle stated she had the opportunity to meet Shelby Conklin prior to the meeting and she explained that Ms.
10 Conklin was nominated because “she is one of the hardest working students to even attend Cook Elementary. One teacher
11 reported that Shelby probably works even harder than the teacher; she also completed her work above and beyond what was
12 required. She is a friend to everyone and is always focused on what she needs to be doing. Each time you talk with Shelby
13 she has a clear goal and idea of what she wants to do and become when she is older. With an attitude like hers she will be
14 doing great things.” Mayor Nagle asked Shelby to stand and be recognized and everyone in attendance gave her a round of
15 applause.

16 Mayor Nagle then stated that Gavin Tremea is being recognized after a report from his teacher that “he always does
17 whatever is asked of him and if he did not understand something he would ask a question and diligently work until he
18 understood. His work is always his best and he watches out for little details to excel. He was kind to others, followed rules,
19 and was always helpful and courteous. We are grateful to have people like Gavin in our school and in our community and
20 appreciate all that he does and all he will do.” Mayor Nagle asked Gavin to stand and be recognized and everyone in
21 attendance gave him a round of applause.

22
23 3. Recognition of Will Bargar for responding to a home fire on July 31, 2012,
24 saving the lives of a family living in the home.

25 [7:47:31 PM](#)

26 A staff memo from the Police and Fire Departments explained that on July 13, 2012 the Syracuse Police and Fire
27 Departments were dispatched to a structure fire at 3950 West Baltimore Circle. Officers were advised that the family was out

1 of the home and that the garage was on fire. When officers arrived they noticed the garage was fully engulfed with fire.
2 There was significant wind out of the south pushing the flames to the north threatening another structure. Other officers
3 arrived to assist and evacuated other homeowners. Fire crews were on the scene within minutes of notification; personnel
4 from Syracuse Fire Department, North Davis Fire District, Layton Fire, and Sunset Fire Departments responded and had the
5 initial fire knocked down shortly thereafter. The first officer on scene spoke with a neighbor by the name of Will Bargar.
6 Will said that he noticed the fire in the garage and ran over and entered the home telling the homeowners to evacuate because
7 the garage was on fire. Mr. Bargar alerted Ms. Stephanie Skinner and her children to safety; Mr. Skinner was not home at the
8 time. The fire had burned into the attic and the roof of the home. A total of three cars, the garage, and most of the upstairs of
9 the home were a complete loss. The Syracuse Police and Fire Departments completed an investigation for point of origin and
10 cause and have determined that this was an accidental fire caused by overload on a power strip. Thanks to the quick thinking
11 of Mr. Bargar there were no injuries associated with this fire.

12 Fire Chief Froerer approached the Council and summarized the staff memo. He stated Mr. Bargar was not present
13 this evening, but he was pleased to recognize him for his efforts in promoting public safety in his neighborhood. All present
14 gave Mr. Bargar a round of applause.

15

16 4. Proposed Resolution R12-22 recognizing Syracuse Family Dental Clinic
17 as the summer 2012 recipient of the "Friend of the Community" Business Award.

18 [7:50:44 PM](#)

19 A staff memo from the Community Development Department explained continuing marketing efforts to support and
20 drive commerce, the Community and Economic Development Department developed a Business Award concept for the
21 community. The third recipient of this award is Syracuse Family Dental Clinic. The CED Department has prepared a brief
22 statement about the presentation for the upcoming City Council Regular Session. The background information is as follows:

23 To recognize the ongoing support to the residents of Syracuse from the business community, Syracuse Family
24 Dental has been selected for the Syracuse City "Friend of the Community" Business Award. Mayor Nagle and
25 attending Council Members will present a framed business award certificate to Syracuse Family Dental, signed by
26 Mayor Jamie Nagle and City Manager Robert Rice.

1 An important part of the Business Award is formal recognition and presentation of a resolution at a City Council
2 meeting. The attached resolution recognizes Syracuse Family Dental Clinic as the summer 2012 recipient of the
3 business award.

4 Syracuse Family Dental Clinic has been nominated because:

5 Dr. Gailey and Syracuse Family Dental Clinic have contributed to Syracuse's community and economic well being
6 by providing high quality dental care, creating local jobs, serving on city council, leading the local SBOSS
7 (Syracuse Business Organization for Strategic Synergy), volunteering in his church, and being an exemplary family
8 man.

9 The Community & Economic Development Department hereby requests that the Mayor and City Council pass and
10 adopt attached Resolution No. R12-22 recognizing Syracuse Family Dental Clinic as the recipient of the Syracuse City
11 "Friend of the Community" Business Award. Furthermore, Dr. Michael Gailey of Syracuse Family Dental Clinic will be
12 present at the City Council meeting, and CED staff recommends that the Mayor present the resolution at that time.

13 [7:51:01 PM](#)

14 Mayor Nagle read Proposed Resolution R12-22 for the record. She then stated she would like to recognize Dr.
15 Gailey; there are many things that Dr. Gaily has done that people are aware of, but there are many things he has done that
16 people are not aware of. She reported he donates time in the local schools to encourage children to develop their lives in
17 science and medicine. She stated he is always an advocate for the community and is always a voice of reason and calm. She
18 stated Dr. Gailey is a pillar of the community and she looks up to him and is grateful that he is in the community. She stated
19 it is with great pride that she will present the award to Dr. Gailey this evening.

20 [7:52:48 PM](#)

21 COUNCILMEMBER PETERSON MADE A MOTION TO ADOPT PROPOSED RESOLUTION R12-22
22 RECOGNIZING SYRACUSE FAMILY DENTAL CLINIC AS THE SUMMER 2012 RECIPIENT OF THE "FRIEND OF
23 THE COMMUNITY" BUSINESS AWARD. COUNCILMEMBER JOHNSON SECONDED THE MOTION; ALL VOTED
24 IN FAVOR.

25 [7:53:03 PM](#)

26 Councilmember Shingleton stated that a lot of people have to die to be an icon and that is not the case with Dr.
27 Gailey.

1 [7:53:13 PM](#)

2 Dr. Gailey stated the City has been good to him over the years. He stated it is easy to give back to the City because
3 he loves it so much. He stated the City is no longer rural, but he loves it and what it stands for. He stated the business
4 community here has always been good to him and he would love for everyone to support the local businesses here.

5 [7:54:41 PM](#)

6 Councilmember Peterson stated Dr. Gailey was his dentist throughout his childhood and he never had a cavity until
7 his adulthood.

8
9 5. Approval of Minutes.

10 [7:54:58 PM](#)

11 The minutes of the Regular Meetings of March 27 and May 8, the Work Session of July 31, and the Special Meeting
12 of July 31, 2012 were reviewed.

13 COUNCILMEMBER LISONBEE MADE A MOTION TO APPROVE THE MINUTES OF THE REGULAR
14 MEETINGS OF MARCH 27 AND MAY 8, THE WORK SESSION OF JULY 31, AND THE SPECIAL MEETING OF
15 JULY 31, 2012 AS AMENDED. COUNCILMEMBER SHINGLETON SECONDED THE MOTION.

16 Councilmember Lisonbee stated that the May 8 minutes should be amended on page 17, line one by changing the
17 word “refereed” to “referred”. Ms. Brown stated that if there are only typographical errors in the minutes, those can be
18 provided to her after the meeting for correction. She asked that only content changes be included in the record.

19 Mayor Nagle stated there has been a motion and second regarding the minutes and she called for a vote; ALL
20 VOTED IN FAVOR.

21

22 6. Public Comment.

23 [7:56:10 PM](#)

24 TJ Jensen stated that he has talked to the Council a couple of times about a cleaner way to get past the Syracuse Arts
25 Academy with the West Davis Corridor. He stated that he asked the Fire Department to provide him with a report of the
26 accidents that have occurred in the City between 2008 and now. He stated that is not as bad as he thought it would be; there
27 are approximately three accidents per year and they do not occur during one particular time of the day. He stated the Arts

1 Academy is doing a good job in keeping traffic under control in that area. He stated there were two fatalities; two dogs ran
2 into the road there and they were killed. He stated the main thing he wanted to talk about is that one of the community
3 members, the Law family, recently attended a national dance competition with their daughters' dance group, the Inspire
4 Dance Company. He stated that in each competition there were 120 teams and their younger daughter's team ended up
5 placing second in their division and their younger daughter's team placed 14th. He stated both teams did very well and he
6 wanted to call attention to that.

7

8 [7:58:32 PM](#)

9 Joe Levi stated that over the last several meetings he has heard how members of the Council are worried about
10 residents of the City going outside the City for food and entertainment and he thinks that "we" need to keep "our" money at
11 home. He admitted that he frequents the 7-11 convenience store in Clearfield City out of force of habit. He stated he picks
12 up his breakfast there every morning and something he has noticed every time he has been there are the Syracuse City Public
13 Works Vehicles, Parks and Recreation Vehicles, and Police Vehicles. He stated he has sometimes seen five or six City
14 vehicles at a time with three or four people in each vehicle. He stated that "we" are sending City employees who are
15 hopefully not on the clock out of the City to spend their money. He stated that "we" are paying to have a Police force outside
16 the City. He stated that before "we" go calling the citizens on spending their money outside the City, "we" probably want to
17 make sure "our" house is in order. He stated that is someone is driving a City vehicle they probably should do business in the
18 City rather than spending time, money, or Police service outside the City.

19

20 [8:00:41 PM](#)

21 Tim Rodee stated that he owns two homes in Syracuse and both would be significantly impacted by the Utah
22 Department of Transportation (UDOT) selection of Route B for the West Davis Corridor. He stated that he is sure that
23 everyone has hoped and prayed that there would be a route that would not impact the citizens and at this point in time that
24 does not seem possible; the best we can hope for is to minimize the impact on citizens as much as possible. He stated that
25 during a previous working session Kathy Allred presented the findings about the number of families that will be impacted by
26 Routes A and B; the findings were significant and irrefutable that more families would be impacted by Route B. He added
27 that at a previous working session Mayor Nagle expressed her support of Route B because of the purchase of land along the

1 Bluff Road for the express purpose of the construction of the West Davis Corridor. He stated that according to an article in
2 the July 21, 2012 Standard-Examiner Michael Bouwhuis, Chairman of the Davis County Transportation Committee indicated
3 that little, if any, of the land that has been purchased would be utilized by either route. He stated additional concerns that he
4 and others have is that Route B would go through the Syracuse Equestrian Park, Fremont Park, and take out a significant
5 portion of the current trail system. He stated Route B would significantly impact two century-old farms – the Steed Farm and
6 the Briggs Dairy Farm – and it would cause the development of an overwhelmingly difficult interchange at Bluff Road and
7 Antelope Drive, which would dramatically impact the safety of children attending the Syracuse Arts Academy and
8 significantly impact their learning environment. He stated it seems to him there is little difference between Route A and B
9 when it comes to the following: business or tax revenue impact or the cost of construction. He stated it seems to him that the
10 Mayor and City Council members have a rather simple, but not necessarily easy, decision to make. He asked if they are
11 willing to impact the fewest number of citizens of Syracuse that they represent; are they willing to maintain the quality of the
12 learning environment at Syracuse Arts Academy as well as protect the safety of the students; are they willing to prioritize the
13 citizens and families of Syracuse rather than special and unique soils as others might have them do; are they willing to
14 prioritize citizens and families rather than geese landing areas as others might have them do. He stated he would suggest it is
15 time for the Mayor and Council to stand up and represent the citizens that voted for them and entrusted them to look out for
16 the citizens’ best interest and the best interest of the City as a whole. He stated he would implore them to open the dialogue
17 in a two way street for discussion of these issues and the many issues that face the City because of the West Davis Corridor.
18 He stated it is time to send a message to UDOT that they support Route A.

19

20 [8:04:05 PM](#)

21 Terry Palmer explained that over the last year “we” have experienced some progress that has been good for the
22 community; “we” have witnessed a failed attempt of those who are pushing a systematic growth to the community that would
23 have not fit “our” personal desires. He stated that in his early years of studying local government he was taught that
24 individual communities have different likes and dislikes; local government should recognize the interest of the community
25 and build around that. He stated there is a community in Georgia that, 25 years ago, required every household have a gun
26 with the exception of those that had a religious problem with that. He stated they were recognized recently as having the
27 lowest crime rate in the county. He stated he is not recommending that “we” do that, but “we” are a community that does not

1 want high density housing while the politically correct believe of those in the know is that high density is the way of the
2 future. He stated “we” also do not want major industrial development that will blight the skies and clog our highways. He
3 stated the people in the know believe that all cities should be alike. He stated this is a time that he seriously thinks “we”
4 should look at a resolution against anything that agenda 21 from the United Nations is pushing; recently one of their members
5 said if they advocated the process they would bring out all the kooks and weird people, but then he said “so we call our
6 processes something else, such as comprehensive planning, growth management, or smart growth”. He stated “we” do not
7 need comprehensive planning because “we” have our General Plan and we should follow it. He stated he is sure the
8 members of the Council understand what he is talking about; “we” need to follow “our” desires and not the desires of others
9 that will eventually take away the community as “we” know it. He stated our interests are different than those of Ogden, Salt
10 Lake City, Layton, and any others that are building large rental properties.

11
12 [8:06:58 PM](#)

13 Bruce Baird stated he noticed the agenda item for consideration of the State Road 193 Ordinance was included on
14 this agenda or this meeting as well as the agenda for the earlier Redevelopment Agency (RDA) meeting. He stated that he
15 expected, as usual in the RDA hearings, that the City would have heard from its financial advisor. He stated he would have
16 expected that before the Council closed the public hearing and took a vote on the item they would have heard from Ms.
17 Becker who has done a lot of work on the issue; it would have been appropriate to have her respond to some of the various
18 comments that were made. He stated that as it is, he is asking the Council for guidance as to where he should go next. He
19 stated he continues to believe, as a party influenced and helped by the RDA and the Economic Development Area (EDA) that
20 this Council should consider it, but since there was a lack of a second on the RDA item they do not know if there is
21 something to be fixed or what the Council’s questions are. He stated they would like to move forward as they think the
22 project is in the best interest of the City and if there are questions he would be happy to help answer any of them. He stated
23 as it sits now they have absolutely no guidance as to which way to go. He stated a failure to approve is not the same thing as
24 a denial and everyone is now in limbo and he would ask for guidance as to where they should go next.

25
26 [8:08:43 PM](#)

1 Susan Becker stated that after having worked with the City and being retained to advise the City she felt it should be
2 her duty to respond to some of the concerns that have been raised. She stated that it was stated that the project would simply
3 enrich the developer; her response is that is not the purpose of an EDA and something she would never recommend. She
4 explained the purpose of the EDA is two-fold; the purpose is to attract top businesses to this area and top businesses bring in
5 good quality jobs, which is what the State of Utah is pursuing and why they are willing to pay Economic Development Tax
6 Increment Financing (EDTIF) money for this area. She stated the second benefit on the local level is the good property tax
7 base and when these types of businesses are brought in, what is so valuable about them is their strong property tax base
8 because of not only the land and the buildings, but also because of the equipment and personal property that come with the
9 major businesses. She stated everyone in the state as well as other states are competing for these businesses and that gives
10 the City a much higher value per acre. She stated the City only has so much prime commercial property and the Council
11 better make the most of it; this is a prime opportunity. She summarized the benefits as follows: if the land is developed as
12 planned in the first tax increment collection area there will be a taxable value of \$70 million; if it were to develop as
13 surrounding areas have done without bringing in top development the taxable value would be \$35 million, which would mean
14 that over the period of time going forward the City would receive half of the potential tax revenues. She stated that in the
15 meantime the property has a taxable value of \$0 and it is not producing any tax revenue, but because there is an 80-20 split,
16 the taxing entities will get \$2.7 million more than they currently receiving. She stated that will help with road and other
17 infrastructure needs in the area. She stated there will be \$9 million in expenditures to put in some infrastructure. She stated
18 there are some extraordinary costs associated with a 22 foot drop in the grade of the property as well as the need for a rail
19 spur. She stated the rail spur can attract top quality businesses because it is out of the ordinary. She stated when the 15-year
20 period ends there will be \$1 million per year in revenues to the taxing entities; that is more than double that they would
21 receive if the property were to develop in comparative fashion. She stated that this is not an extraordinary project in the State
22 of Utah; she will be addressing the Governor's Legislative Taskforce on Thursday and a few of the figures she has pulled for
23 that presentation are that the average term for a project area is 15-years; the average amount of increment is \$28 million; in
24 1980 the amount of tax increment generated statewide for RDA's was \$2.5 million and it is up to \$136 million today, which
25 means that the City is not on a level playing field with other cities in the area if the Council is not willing to consider these
26 types of opportunities. She stated that based on the value per acre, this is an exceptional opportunity for the City and it
27 allows the City to continue its economic sustainability.

28

1 [8:12:33 PM](#)

2 Mayor Nagle stated she wanted to respond to Mr. Baird. She stated she does not have any direction for him at this
3 time, though she wished she did. She stated there a lot of conversations that happened between some members of the
4 Council that the rest of the members of the Council are not privy to. She stated she would hope that all those conversations
5 would happen in public and for a motion to not get a second without any discussion when the Council just entertained
6 another big RDA project. . .she stated she wished she could give Mr. Baird some direction. She stated it is unfortunate; the
7 whole City loses when “we” try to figure out how to develop a property that is zoned industrial and has been zoned that way
8 since before 1970. She stated she wished she had some guidance for him, but she does not.

9
10 [8:13:24 PM](#)

11 Councilmember Lisonbee stated she wanted to respond. She stated the Mayor just accused the Council of meeting
12 outside of open meetings, breaking the Open and Public Meetings Act. Mayor Nagle stated she is conducting the meeting
13 and as the Mayor it is her responsibility to address Mr. Baird’s comments. Councilmember Lisonbee stated she wants to
14 address Mayor Nagle’s accusation that is totally unfounded and untrue. Mayor Nagle asked who she was making an
15 accusation against. Councilmember Lisonbee stated the Mayor just said the Council had met outside of open meetings and
16 decided not to second a motion; she stated that is not true. Mayor Nagle stated there are discussions amongst the Council and
17 it is true. Councilmember Duncan asked if it is illegal to do that. Mayor Nagle stated the Council talks about transparency
18 and wanting discussions in the open and then they get together outside of the meetings and they come up with what is going
19 to happen in the open meetings and it has never been more apparent than in the last several meetings. She stated they look at
20 each other and one Councilmember may prompt another to say something they were planning to say. She stated it is not
21 illegal, but is not a best practice. Councilmember Duncan stated it is also not a best practice to be delivered the packed on
22 Friday morning. Mayor Nagle stated this City was driven into the ground by collusion outside of meetings and that is exactly
23 where “we” are going. Councilmember Lisonbee disagreed. Mayor Nagle stated that it is time to move forward with the
24 meeting. She stated Mr. Baird asked for direction and she gave him direction; she does not have any advice for him.

25
26 7. Final Subdivision Approval, Wasatch Villas Subdivision Phases 7 and 8,
27 located at approximately 500 W. 3150 S.

1 [8:15:01 PM](#)

2 A staff memo from the Community Development Department explained the Planning Commission held a public
3 hearing on July 3, 2012 for Final Plan approval of these final two phases of Wasatch Villas Subdivision, and was approved
4 on July 17, 2012. The Planning Commission held the public hearing with Final Plan to assure that the public had adequate
5 notice and opportunity to comment on these phases, as they may not have been able to do so when the original sketch plan was
6 approved for all the phases at the beginning of the development process with phase 1. All items noted in staff report have
7 been addressed by the Planning Commission.

8 On July 17, 2012, the Syracuse City Planning Commission recommended that the Syracuse City
9 Council approve the Wasatch Villas Subdivision, Phase 7 and 8 Final Plans, subject to all requirements of the Syracuse City
10 Code and the staff reviews dated July 12 & 13, 2012.

11 Mayor Nagle stated this item was reviewed during the work session held prior to this meeting and she asked
12 Community Development Director Eggett if he had anything to add. Mr. Eggett answered no.

13 [8:15:17 PM](#)

14 COUNCILMEMBER PETERSON MADE A MOTION TO GRANT FINAL SUBDIVISION APPROVAL FOR
15 THE WASATCH VILLAS SUBDIVISION PHASES 7 AND 8 LOCATED AT APPROXIMATELY 500 W. 3150 S.
16 COUNCILMEMBER DUNCAN SECONDED THE MOTION; ALL VOTED IN FAVOR.

17
18 8. Final Subdivision Approval, Sunset Park Villas Subdivision Phase B,
19 located at approximately 1840 S. 910 W.

20 [8:15:32 PM](#)

21 A staff memo from the Community Development Department explained this Subdivision was originally approved in
22 2008, but there may have been a miscommunication from previous planning staff directing the applicant to not record the plat
23 until such time that the developer was ready to begin construction. Thus due to the previous approvals and the Development
24 agreement which is in effect for 8 years, this approval is a renewal of the previous final plat approval.

25 On August 7, 2012, the Syracuse City Planning Commission recommended that the Syracuse City Council approve
26 the Sunset Park Villas Subdivision, Phase B, Final Plans subject to meeting all requirements of the City's Municipal Codes as
27 well as City staff reviews dated July 21, July 26, 2012 and August 2, 2012.

1 [8:15:38 PM](#)

2 COUNCILMEMBER JOHNSON MADE A MOTION TO GRANT FINAL SUBDIVISION APPROVAL FOR
3 THE SUNSET PARK VILLAS SUBDIVISION PHASE B LOCATED AT APPROXIMATELY 1840 S. 910 W.
4 COUNCILMEMBER LISONBEE SECONDED THE MOTION; ALL VOTED IN FAVOR.

5

6 9. Final Subdivision Approval, Ninigret North I Subdivision.

7 located at approximately 1100 W. 450 S.

8 [8:15:59 PM](#)

9 A staff memo from the Community Development Department explained that after several meetings with the
10 Planning Commission a Public Hearing was held on July 17, 2012 for the Sketch Plat which was approved unanimously. The
11 Planning Commission also had the item on the agenda for Preliminary Plat on July 17, 2012, which was also unanimously
12 approved after discussing issues relating to traffic, secondary water, and the public utility easement in Clearfield City which
13 is on the South side of this property.

14 On July 17, 2012, the Syracuse City Planning Commission held a public hearing regarding the proposed Ninigret
15 North I Subdivision Sketch Plan, in which comments were received. On July 31, 2012, the Syracuse City Planning
16 Commission recommended that the Syracuse City Council approve the Ninigret North I Subdivision Final Plans.
17 Commissioner TJ Jensen included in the motion that he would like to see an additional 2 to 3 feet of additional shoulder on
18 the West side of 1000 West between 450 S and 200 S. The purpose would be to allow cars on the shoulder to be out of the
19 lane of travel. The Planning Commission directed Public Works to work with the developer and UDOT to see if additional
20 width could be added to the shoulder, by moving the curb and sidewalk to the West.

21 The Syracuse City Planning Commission and CED Staff hereby recommend that the City Council approve the final
22 plans for the Ninigret North I Subdivision, located at approximately 1100 West 450 South, subject to meeting all
23 requirements of the City's Municipal Codes, City staff reviews dated July 23 and July 26, 2012, and with the understanding
24 that the Ninigret Group will work with the City, per direction provided to them by the Planning Commission during Final
25 Plans review.

26 [8:16:10 PM](#)

1 COUNCILMEMBER PETERSON MADE A MOTION TO GRANT FINAL SUBDIVISION APPROVAL FOR
2 THE NINIGRET NORTH I SUBDIVISION LOCATED AT APPROXIMATELY 1100 W. 450 S. COUNCILMEMBER
3 DUNCAN SECONDED THE MOTION; ALL VOTED IN FAVOR.

4
5 10a. Proposed Ordinance 12-22 amending the Syracuse City General
6 Plan adopted in 1976, as amended; and 10b. Proposed Ordinance 12-23
7 amending the existing zoning map of Title Ten of the Syracuse City Code
8 by changing from Residential (R-1) Zone to Residential (R-2) Zone the
9 parcel of property located at approximately 2400 W. 2900 S.

10 [8:16:29 PM](#)

11 A staff memo from the Community Development Department explained that on July 17, 2012 the Planning
12 Commission held a public hearing on the requested General Plan Map and Zoning Map amendment for this applicant. No
13 comments were received at the public hearing. The Planning Commission recommended approval of the proposed changes to
14 the City Council.

15 The Syracuse City Planning Commission and CED Staff hereby recommend that the Mayor and City Council
16 approval of the General Plan Amendment and Rezone application for the Clint Sherman property located at approximately
17 2400 West 2900 South, to change the use of the property from an R-1 to an R-2 zone and reflect it as such on the General
18 Plan map and current zoning map, subject meeting to all requirements of the City's Municipal Codes.

19 [8:16:49 PM](#)

20 Community Development Director Eggett summarized the staff memo.

21 [8:17:28 PM](#)

22 COUNCILMEMBER PETERSON MADE A MOTION TO ADOPT PROPOSED ORDINANCE 12-22
23 AMENDING THE SYRACUSE CITY GENERAL PLAN ADOPTED IN 1976, AS AMENDED. COUNCILMEMBER
24 LISONBEE SECONDED THE MOTION; ALL VOTED IN FAVOR.

25 [8:17:57 PM](#)

26 COUNCILMEMBER SHINGLETON MADE A MOTION TO ADOPT PROPOSED ORDINANCE 12-23
27 AMENDING THE EXISTING ZONING MAP OF TITLE TEN OF THE SYRACUSE CITY CODE BY CHANGING

1 FROM RESIDENTIAL (R-1) ZONE TO RESIDENTIAL (R-2) ZONE THE PARCEL OF PROPERTY LOCATED AT
2 APPROXIMATELY 2400 W. 2900 S. COUNCILMEMBER JOHNSON SECONDED THE MOTION; ALL VOTED IN
3 FAVOR.

4

5 11. Consideration of Proposed Ordinance 12-21 adopting the
6 Syracuse State Road 193 Economic Development Project Area
7 Plan, and related matters.

8 [8:18:29 PM](#)

9 A staff memo from City Administration explained that in order for this area to qualify as an EDA it must bring new,
10 higher paying jobs to the area that are at least 25% above the median salary for the Davis County. The important note is that
11 it would create new jobs in the area and not shift jobs from another location. The estimate is between 500-600 new jobs to
12 the area. A Taxing Entity Committee (TEC) comprised of individuals from various taxing entities met to discuss the
13 proposed SR-193 Economic Development Area, the project area plan, and the proposed budget. Each individual was
14 appointed by their various taxing entity to represent their interests in the project area. Those individuals on the TEC were as
15 follows:

- 16 John Davis – Weber Basin Water
- 17 John Carter – Davis School District
- 18 Peter Cannon – Davis School District
- 19 Steve Rawlings – Davis County
- 20 Kent Sulser – Davis County
- 21 Kathy Dudley - State School Board
- 22 Jamie Nagle - Syracuse City
- 23 Karianne Lisonbee – Syracuse City

24 At this current time, the TEC Committee only discussed the blue area east of the power corridor representing
25 approximately 79 acres. All discussion below only relates to that area in blue. The property currently does not generate any
26 property tax revenue for the various taxing entities. The budget proposal requests that 80% of the tax increment be kept in
27 the EDA project area for 15 years while 20% is distributed to the taxing entities. The money collected in the EDA would be

1 used to reimburse developers, Weber Basin Water, and Syracuse City for infrastructure improvements made to the area. A
2 portion of the money would also be used for tenant outreach to attract high end industrial companies to relocate to the area.
3 After the 15 years, all the tax increment would be returned to the taxing entities. The TEC committee members voted 8-0
4 approving the project area plan and related budget proposal. The next step in the process would have been for the RDA
5 board pass a resolution adopting the SR-193 EDA Project area. The Resolution, as well as the Proposed Council Ordinance
6 12-21 was provided to each member of the Governing Body along with the project area plan and budget.

7 [8:18:37 PM](#)

8 City Attorney Carlson stated that in order for the Council to adopt this Ordinance, the RDA Board would have had
9 to previously adopt the proposed RDA Resolution. He stated that passing this ordinance is not something that is statutorily
10 allowed at this time. Mayor Nagle asked if the Council needed to entertain a motion to table or deny the Ordinance since it is
11 advertised on the agenda for tonight's meeting. Mr. Carlson stated that if the Council entertains a reason to deny he would
12 recommend some reason.

13 [8:19:07 PM](#)

14 Councilmember Peterson asked if the Council can take this time to have discussion to determine the reasoning.

15 [8:19:14 PM](#)

16 COUNCILMEMBER SHINGLETON MADE A MOTION TO TABLE CONSIDERATION OF PROPOSED
17 ORDINANCE 12-21 ADOPTING THE SYRACUSE STATE ROAD 193 ECONOMIC DEVELOPMENT PROJECT AREA
18 PLAN, AND RELATED MATTERS. COUNCILMEMBER DUNCAN SECONDED THE MOTION.

19 [8:19:22 PM](#)

20 Councilmember Peterson inquired as to the intent of tabling the Ordinance and he asked if the Council wants to have
21 further discussion at a future meeting. Councilmember Duncan stated the Council can discuss the issue tonight. Mr. Carlson
22 stated that if the Council tables the Ordinance for discussion at a future work session, that is acceptable. He stated it would
23 also be acceptable to talk about the issue now, although a lot of the people that would be able to answer any questions the
24 Council may have about this issue are no longer present.

25 [8:19:54 PM](#)

1 Mayor Nagle recommended moving the item to a future work session for further discussion. She stated there has
2 been a motion and a second to table the proposed Ordinance and she called for a vote; ALL VOTED IN FAVOR, WITH
3 THE EXCEPTION OF COUNCILMEMBER JOHNSON, WHO VOTED IN OPPOSITION.

4
5 12. Joint Development Agreement for Fun Center expansion.

6 [8:20:07 PM](#)

7 A staff memo from Finance Director Steve Marshall explained that Ed Gertge, owner of Syracuse City Fun Center,
8 is considering expanding the Syracuse City Fun Center site. As part of this expansion, he is looking at adding a pool, go-
9 carts, and other attractions. He is requesting that the Redevelopment Agency (RDA) help with this expansion. A PowerPoint
10 presentation was provided to the Council for a more detailed analysis. If the council approves moving forward with the RDA
11 funds to be appropriated to the Fun Center expansion, the Council will want to finalize a joint development agreement with
12 the Fun Center outlining in detail the proposed repayments and length of time. Staff recommends the Council finalize the
13 terms of the Joint Development Agreement.

14 [8:20:16 PM](#)

15 City Attorney Carlson stated the Council may wish to instruct the staff to try to come up with an agreement that
16 involves the RDA and the developer, but not the City. Councilmember Duncan stated that if the Council were going to act on
17 this item tonight they would need to come up with the language of the Joint Development Agreement on the spot. Mr.
18 Carlson stated he has presented a draft, but he would not recommend adopting it tonight. Councilmember Peterson stated
19 that the draft is very basic and there should be some discussion about what else the Council would like to see included in the
20 draft.

21 [8:21:12 PM](#)

22 Mayor Nagle asked if it is Mr. Carlson's advice to table this item for further discussion at a work session. Mr.
23 Carlson stated the Council can move to table the item for discussion at a work session, or they can discuss the item now. Mr.
24 Rice stated his suggestion would be to table it and have some discussion to give the staff some direction on what things they
25 would like included in the next version of the document.

26 [8:21:45 PM](#)

1 Councilmember Johnson asked if the applicant is facing a deadline. Mr. Carlson pointed out the budget has been
2 approved by the RDA. Mr. Rice agreed and this agreement does not have any bearing on the economics of the project.

3 [8:22:06 PM](#)

4 Councilmember Lisonbee asked if it would be appropriate to ask that the item be discussed in an RDA work session.
5 Mayor Nagle stated there is no distinction between an RDA and a Council work session; RDA and Council items can be
6 discussed in the same work session meeting.

7 [8:22:28 PM](#)

8 COUNCILMEMBER LISONBEE MADE A MOTION TO TABLE CONSIDERATION OF A JOINT
9 DEVELOPMENT AGREEMENT FOR THE FUN CENTER EXPANSION UNTIL THE NEXT WORK SESSION.

10 [8:22:41 PM](#)

11 Mr. Marshall stated that this is somewhat time sensitive for Mr. Gertge for him to be able to secure the loan for the
12 project; he was hoping for resolution soon, but if there were some direction to staff that would provide the opportunity for the
13 Council to adopt a joint development agreement at the next meeting, that may be sufficient to meet the deadlines in place.
14 Mr. Rice stated that staff would like to include this item on the August 28 work session agenda and then convene in a special
15 business meeting to vote on it immediately afterward.

16 [8:23:35 PM](#)

17 Councilmember Peterson suggested the Council have the discussion now because if there are not too many items
18 that need to be added to the document the Council could potentially vote on it tonight. Mr. Carlson stated that there has been
19 some discussion about having the agreement be strictly between Mr. Gertge and the RDA with no involvement from the City.

20 [8:24:06 PM](#)

21 COUNCILMEMBER DUNCAN SECONDED COUNCILMEMBER LISONBEE'S MOTION. He suggested the
22 Council discuss the item tonight in order to give staff some direction as to what the Council would like to see included in the
23 Joint Development Agreement.

24 [8:24:22 PM](#)

25 The Council then had discussion with staff and Mr. Gertge about the draft agreement.

26 [8:35:02 PM](#)

1 Mayor Nagle stated there has been a motion and a second to table consideration of the joint development agreement
2 and she called for a vote; ALL VOTED IN FAVOR.

3

4 13. Authorize Mayor Nagle to execute the Interlocal Agreement
5 establishing a Davis County Council of Governments (COG).

6 [8:35:06 PM](#)

7 Mayor Nagle explained COG, Inc. was developed in 1984 as the Mayor's and County Commissioner's group for the
8 purpose of economic development and expansion in the community and to look out for the general welfare of the County.
9 She explained that last year the group decided to include a representative from the Davis Area Convention and Visitors
10 Bureau (DACVB), which is their CEO, as well as the CEO from the Chamber of Commerce, and a representative from the
11 School District. She stated they are non-voting members because they are not elected. She stated the practice they have been
12 following is that those non-voting members do not vote on issues considered by the group. She added that the group has
13 decided to formalize that process and create a voting COG group inside of the COG, Inc. She stated the COG, Inc. will be
14 the entire group and the COG referenced in this agreement includes the officials that will vote on corridor preservation issues
15 since that is one of the few things the COG votes upon.

16 [8:36:39 PM](#)

17 COUNCILMEMBER PETERSON MADE A MOTION TO AUTHORIZE MAYOR NAGLE TO EXECUTE THE
18 INTERLOCAL AGREEMENT ESTABLISHING A DAVIS COUNTY COUNCIL OF GOVERNMENTS (COG).
19 COUNCILMEMBER SHINGLETON SECONDED THE MOTION.

20 [8:36:53 PM](#)

21 Councilmember Duncan asked if the COG will now be a group that can create policy. Mayor Nagle stated the
22 authority of the COG is not changing as a result of this agreement and she reiterated her comments regarding the purpose of
23 the agreement.

24 [8:37:54 PM](#)

25 Councilmember Lisonbee stated the agreement says that all the participants are governmental entities and she asked
26 about the people that are non-voting that have a voice and could, in theory, influence the dialogue. She stated that the
27 agreement says the government entities should bear the cost of any activity they are responsible for and she asked if that

1 means that the cities shoulder all costs even though the non-voting members may have a voice in shaping decisions. Mayor
2 Nagle stated that if she were to take a proposal to COG for them to buy land for corridor preservation in Syracuse City,
3 Syracuse City would bear the cost to develop the plans and proposal to take to COG, but the non-voting members cannot
4 bring items to COG; however, they still have a voice, just like anyone that would attend a COG meeting to comment on any
5 issue. She stated that UDOT and UTA often send a representative as do the local senator's offices. She stated they can make
6 comments, but they cannot vote.

7 [8:39:34 PM](#)

8 Councilmember Johnson inquired as to what other cities have already executed this agreement. Mayor Nagle stated
9 all COG members were asked to sign, but she does not know who has executed it to date.

10 [8:39:43 PM](#)

11 Mayor Nagle stated there has been a motion and a second regarding the agreement and she called for a vote; ALL
12 VOTED IN FAVOR.

13
14 14. Authorize Administration to execute agreement for the 2525
15 South Road Improvement Project.

16 [8:39:49 PM](#)

17 A staff memo from the Public Works Department included the bid tabulation for the bids opened August 7, 2012 for
18 the 2525 South Road Improvement Project. This project is a storm drain and street improvement project on 2525 South
19 Street from 1000 West to Bluff Ridge Drive. The low bidder and bid amount are as follows:

20 Low Bidder: Advanced Paving & Construction, Inc.

21 P.O. Box 12847

22 Ogden, UT 84412

23 Telephone: (801)-731-7882

24 Bid Amount: \$149,516.20

25 The memo further explained the Engineer's Opinion of Probable Cost for the project was \$185,000.00. Staff has
26 reviewed the submitted bid from all bidders and recommends awarding the contract to Advanced Paving & Construction, Inc.

1 as soon as possible. Please call us with any questions you may have regarding this information. Once the Notice of Award
2 has been executed we will forward them to the contractor for signature.

3 [8:40:06 PM](#)

4 Public Works Director Whiteley summarized the staff memo.

5 [8:41:19 PM](#)

6 COUNCILMEMBER JOHNSON MADE A MOTION TO AUTHORIZE ADMINISTRATION TO EXECUTE
7 AGREEMENT FOR THE 2525 SOUTH ROAD IMPROVEMENT PROJECT. COUNCILMEMBER DUNCAN
8 SECONDED THE MOTION; ALL VOTED IN FAVOR.

9

10 15. Councilmember Reports.

11 Councilmember Johnson's report began at [8:41:37 PM](#).

12 Councilmember Peterson's report began at [8:43:36 PM](#).

13 Councilmember Duncan's report began at [8:48:34 PM](#).

14 Councilmember Shingleton's report began at [8:50:24 PM](#).

15 Councilmember Lisonbee's report began at [8:51:44 PM](#).

16

17 16. Mayor Report.

18 Mayor Nagle's report began at [8:53:06 PM](#). Councilmember Shingleton left the meeting.

19

20 17. City Manager Report.

21 Mr. Rice's report began at [8:54:18 PM](#).

22

23

24 At [8:58:17 PM](#) p.m. COUNCILMEMBER PETERSON MADE A MOTION TO ADJOURN. THE MOTION

25 WAS NOT SECONDED; ALL VOTED IN FAVOR.

City Council Meeting
August 14, 2012

1

2

3 _____

3 Jamie Nagle

4 Mayor

5

6 Date approved: _____

Cassie Z. Brown, CMC

City Recorder

Minutes of the Syracuse City Council Work Session Meeting, September 11, 2012.

Minutes of the Work Session meeting of the Syracuse City Council held on September 11, 2012, at 6:00 p.m., in the Council Work Session Room, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Brian Duncan
Craig A. Johnson
Karianne Lisonbee
Douglas Peterson
Larry D. Shingleton

Mayor Jamie Nagle
Finance Director/Acting City Manager Steve Marshall
City Recorder Cassie Z. Brown

City Employees Present:
City Attorney Will Carlson
Community Development Director Michael Eggett
Police Chief Brian Wallace
Fire Chief Eric Froerer
Public Works Director Robert Whiteley
Detective Corey Rowley
Planner Noah Steel

The purpose of the Work Session was for the Governing Body to review the agenda for the business meeting scheduled for 7:00 p.m.; hear a request to be on the agenda from Jeff Gibson of Wendy's regarding a business sign; discuss the proposed General Plan updates for Districts Two and Eight; discuss the City Council electronic meetings policy; accept the draft rewrite of Title Seven of the City Code for a first reading; and discuss Council Business.

Request to be on the agenda: Jeff Gibson of Wendy's regarding business sign.

6:21:50 PM

Jeff Gibson approached the Council and said he wanted to personally thank them for giving him the tools to be able to stay in business by helping him with the purchase of his new business sign. He noted the Council takes a lot of actions, but people do not typically return to a Council meeting and report on how things turned out; he stated he wanted to provide that kind of report to the Council

Councilmember Peterson asked if the new sign is helping the business. Mr. Gibson stated that since the day the sign was erected the sales totals have increased every day except for one day.

The Council thanked Mr. Gibson for his report.

Discussion regarding proposed General Plan Updates for Districts Two and Eight

1 [6:02:24 PM](#)

2 A staff report from the Community Development Department explained that in an ongoing effort to update the
3 Syracuse City General Plan, the Syracuse City Planning Commission created subcommittees for District Two and Eight to
4 examine and update the corresponding sections of the General Plan. As a key item of the Subcommittees review, a selection
5 of Planning Commissioners, a Councilmember, City staff, and members of the public, chose to examine the proposed land
6 uses of their assigned District of the General Plan. The proposed amendments to the District Maps and corresponding
7 language amendments reflect the Subcommittee's and Planning Commission's goals to provide opportunities for economic
8 growth and appropriate adjacent residential development.

9 On September 4, 2012, the Syracuse City Planning Commission held public hearings regarding the proposed
10 amendments to the General Plan, specific to the Districts Two and Eight, in which one comment was received regarding
11 buffering between commercial and residential zones. On September 4, 2012, the Syracuse City Planning Commission
12 approved recommendation to the Syracuse City Council the attached amendments to the Syracuse City General Plan,
13 Districts Two and Eight.

14 The Community & Economic Development Department hereby recommends, following recommendation from the
15 Syracuse City Planning Commission, that the Mayor and City Council amend the Syracuse City General Plan – Districts 2 &
16 8 to reflect attached Ordinance No. 12-24.

17 Community Development Director Eggett reviewed the staff report.

18 [6:04:47 PM](#)

19 Councilmember Peterson stated there is a proposed change in the General Plan for property owned by the
20 Rentmeister family and he stated he thought that change had already taken place. Mr. Eggett explained the Council approved
21 the zoning of the property, but did not make the change in the General Plan.

22 [6:05:01 PM](#)

23 Mayor Nagle stated she drove along State Road 193 the other day because there have been discussions about
24 mirroring the SR 193 zoning and what was troubling to her is that many – up to 75 percent – of the commercial areas along
25 SR 193 are vacant. She stated that includes strip-mall types of commercial development. She stated she is worried that the
26 City will create more commercial areas even though it is not currently possible to fill the existing vacant commercial spaces.
27 Mr. Eggett stated the General Plan is a 25 year plan and it is updated every five years and the action tonight is a “dart on a

1 dart board". Mayor Nagle argued that is not always the case; because there have been times that people have tried to change
2 the zoning for their property that is called out in the General Plan and they have been told no. She stated she simply wanted
3 to raise the issue because she has driven along the corridor to see how the commercial use in Syracuse would blend with the
4 uses that are already located there. Mr. Eggett added staff is not aware of the target completion date for the SR 193 extension
5 and this is the time to come up with ideas for what the Council would like to see in the area.

6 [6:06:44 PM](#)

7 Councilmember Lisonbee stated that the staff memo references subcommittees that reviewed proposed land use of
8 their assigned district of General Plan and she asked which Councilmember participated on the subcommittee. Mayor Nagle
9 stated she believed it was past-Councilmember Alan Clark.

10 [6:07:15 PM](#)

11 Councilmember Peterson stated there is a reference in the Planning Commission minutes to notification of residents,
12 specifically the Cook family, and he asked if there had been any feedback from the few residents that would be impacted by
13 the proposed changes. Mr. Eggett stated he has not heard from the Cook family. He noted the largest property owner that
14 would be impacted is Property Reserve, Inc. (PRI) and they typically stay neutral on these types of issues.

15 [6:07:42 PM](#)

16 Councilmember Johnson stated he talked to the Cook family and they reiterated they would rather see no changes to
17 their property. Mayor Nagle stated that has been their stance all along. Councilmember Johnson stated he also talked to
18 Lurlen Knight, who lives on 2000 West, and he wants his property to be designated for commercial use as do his neighbors.
19 He then reiterated that the remaining property is owned by PRI. Mr. Eggett noted there are some properties in the western
20 area of the City near 3500 West and there are a few families that have strips of property that will be included in this action.
21 He stated their property is adjacent to Schneider's Bluff Golf Course in West Point and the power corridor runs through that
22 area. He stated he does not know that those property owners would be opposed to the changes, but staff has not heard from
23 them to date.

24 [6:09:17 PM](#)

25 Mayor Nagle asked how much property owned by the Cook family will have its zoning designation changed. Mr.
26 Eggett stated the red portions on the map will be changed according to Planning Commission recommendation. Mayor Nagle

1 stated this is being recommended even though the Cook family has asked that the City leave their property as it is.

2 Councilmember Johnson stated he is not inclined to follow that recommendation.

3 [6:09:39 PM](#)

4 Councilmember Duncan stated there are citizens opposed to the recommendation and if the Council does what the
5 citizens want it is possible to approve the commercial designations on 2000 West and leave the other properties untouched.
6 He stated the Council did not approve requests to change the General Plan by Ninigret and PRI and it seems to him that the
7 City should hold off on these changes. Councilmember Johnson stated his feeling is that the Council should honor the wishes
8 of the Cook family. Councilmember Duncan stated that when people want to change the use of their land they can come to
9 the City and apply to proceed through that process.

10 [6:10:35 PM](#)

11 Councilmember Peterson stated he would not mind hearing from the Planning Commission because the vote on this
12 item was very close.

13 [6:10:40 PM](#)

14 Planning Commissioner TJ Peterson stated that the main reason that a couple of Commissioners wanted to table the
15 item for a couple of weeks was because there is a Planned Residential Development (PRD) that is currently shown on the
16 plan and it was something that was added earlier in the decade last time the Commission considered the Master Plan. He
17 stated a couple of Commissioners were not comfortable with that and they wanted to reach out to the residents to see if they
18 wanted to leave the property as PRD or change it to commercial. He stated the majority of the Commission felt it was better
19 to move their proposal forward and into the Council's purview.

20 [6:11:21 PM](#)

21 Planning Commissioner Gary Pratt stated he made the motion to forward a positive recommendation to the City
22 Council for this item. He stated this issue has been ongoing for the past year and there have been a least a dozen times that
23 public comment was accepted by the Planning Commission. He stated that the Cook family never approached the
24 Commission via a letter or attendance at a meeting. He stated the fact that they talked to somebody is hearsay for the
25 Planning Commission. He stated if they had a gripe or wanting something different done they should have sent the
26 Commission a letter. Councilmember Johnson stated he verified what the Cook family has said. Mayor Nagle stated the

1 Cook family has sent a letter and it is on record with the City. Commissioner Pratt stated the letter was not in the Planning
2 Commission packet, but that is not a relevant issue. He then stated that making a recommendation on the General Plan does
3 not add to or take away anyone's property rights; it is just an idea that the City is planning for land use around a major
4 corridor. He stated it is only logical that properties will eventually be used for commercial use when they are located near a
5 major corridor. He stated the residents have all the rights and choices as to what they want to do with their property. He
6 stated that as far as the discussion regarding talking to a couple of property owners, the City Attorney cautioned the Planning
7 Commission against doing that because if the City approaches a few residents they should be approaching everyone; it is not
8 right to just pick out a few residents to speak to about the issue. He stated staff made the point that it would be very
9 expensive to notify every property owner whenever a zoning change is being considered in that district rather than using the
10 notification process that is currently employed, which has been adequate for years. He stated property owners have the right
11 to attend and hear any information. He stated each district in the General Plan is considered every five years and these
12 districts have been open for a year and his idea was to push it to the City Council with a recommendation from the Planning
13 Commission. He stated that if the Cook family has sent something to the City that is fine, but the General Plan changes to
14 not technically make any changes to their property.

15 [6:14:09 PM](#)

16 Mayor Nagle stated the Cook family has been very vocal on several occasions to make sure the City is well aware
17 that they do not want their property rezoned and they have asked that the City not make any changes until they want to make
18 changes. She stated she does think it is relevant and the City has dealt with something similar in regards to the Ninigret
19 property. She stated if the General Plan includes one designation and the property attempts to change that designation, it is
20 not easy and if the City knows the property owners wishes beforehand and those wishes are very well documented that can be
21 helpful. She noted David Cook was on the subcommittee and he made it very clear that he did not want the designation for
22 his property changed. Mr. Eggett stated that during subcommittee discussions David Cook was amenable to the potential
23 General Plan changes for his property, but when MGB&A was brought in to the process, the Cooks changed their opinion.

24 [6:14:58 PM](#)

25 Councilmember Duncan stated that there may be problems down the road if all the surrounding property owners are
26 in favor of a commercial use and one property owner is not. Mayor Nagle stated that if they own the property they should be

1 able to say that. Councilmember Duncan stated it is a problem that may or may not happen at some point in the distant
2 future.

3 [6:15:14 PM](#)

4 Councilmember Lisonbee stated that there is only one small strip that the Council is considering tonight; the rest of
5 the property is already zoned General Commercial and the proposal is to change it to Commercial 2.

6 [6:15:45 PM](#)

7 Councilmember Peterson stated Commissioner Pratt is right when he says that this is only a General Plan change
8 and not a rezone of the property, but he does agree that it is safer to honor the wishes of the Cook family. He stated he is
9 even open to leave the westernmost properties unchanged as well and only address the properties on 2000 West.

10 Councilmember Johnson agreed. Councilmember Peterson stated that he thinks that the Planning Commission and
11 Community Development Department has done great work, but he believes that the construction of the SR 193 extension will
12 not happen for several years in the future. Councilmember Johnson stated that is his concern; the timeframe is unknown and
13 the configuration of the road could easily change.

14 [6:16:37 PM](#)

15 Councilmember Shingleton asked if someone has a commercial property, but they want to sell their property for a
16 use other than commercial, must they disclose that to the buyer. City Attorney Carlson stated this action is not changing any
17 zoning; it is just changing the General Plan designation. Councilmember Duncan stated there is still some implication behind
18 General Plan designations. Mr. Eggett stated that when a property is listed the listing typically includes information about
19 the current zoning and the General Plan designation to signal how the property could be zoned in the future if an applicant so
20 wishes.

21 [6:17:09 PM](#)

22 Councilmember Duncan stated that if the property is General Planned for commercial use and that use does not end
23 up being viable for several years in the future, but people ask for commercial zoning in spite of it because they anticipate
24 their property values going up, the Council would have to hear those requests because of the General Plan designations.

25 [6:17:41 PM](#)

1 Councilmember Shingleton stated he would be comfortable adopting the revisions to the General Plan with certain
2 changes, namely not extending commercial zoning past 2000 West. Councilmembers Johnson and Duncan agreed.

3 [6:17:53 PM](#)

4 Mayor Nagle asked if anyone had concerns about the changes being recommended for District Eight.
5 Councilmember Peterson stated he is comfortable with them. Councilmember Johnson agreed. Councilmember Duncan
6 asked if the City has heard from any of the residents in that district, besides the Rentmeister family. Mr. Eggett stated that
7 the change would create the ability to offer more uses and provide permits for things that the City has not been able to
8 provide for in the past. Councilmember Shingleton stated that the changes will help clean up the area. Mr. Eggett pointed
9 out that there are some uses in the area that are considered non-conforming and these General Plan changes will help to
10 correct that.

11 [6:18:49 PM](#)

12 Councilmember Lisonbee stated that there is an extension on the east side of the District of the Neighborhood
13 Services Zone into residential R-2 zoning. Councilmember Johnson stated that is for the dance studio in the area; it is a
14 commercial use, but it is located in an R-2 zone. Mr. Eggett stated that is one of the non-conforming uses that will be
15 considered legal upon this change. Councilmember Lisonbee asked about the south portion. Mr. Eggett stated that is in the
16 south portion and he then stated to the north of that area there is an old car junk yard area that is currently unusable and this
17 change will hopefully incent some positive changes in that area.

18 [6:19:28 PM](#)

19 Councilmember Duncan referenced 2700 South by RC Willey and he asked for details about the area.
20 Councilmember Lisonbee stated there is a house with a for sale sign in front of it that says “for sale, five acre parcel,
21 commercial”. Councilmember Duncan asked if it is currently zoned for commercial use. Mr. Eggett answered no and stated
22 it is zoned R-2. He stated this is a General Plan change and he pointed out the sign in front of the residence promotes that the
23 property can be used as a home or for other potential developable uses. He stated there is an interest in bringing a
24 cheerleading studio to that site. Councilmember Duncan stated that is right in the middle of a residential area that has not
25 already been encroached upon by business uses. Mr. Eggett stated it is a very open area and he feels that it is a natural
26 location for that type of use. He stated the intent of the neighborhood services is to have a business located on a site like this

1 one. Councilmember Peterson agreed he feels it is an ideal location for that type of use. Councilmember Johnson concurred
2 and noted there is fencing around the property that secludes it somewhat.

3

4 Discussion regarding City Council Electronic Meetings Policy

5 [6:22:53 PM](#)

6 City Attorney Carlson explained he has provided a draft resolution 12-23 in a clean and redlined format. He stated
7 he attempted to address the Council's concerns about limiting the number of meetings during which a vote will be taken that
8 a Councilmember can attend via electronic means. Councilmember Peterson stated he likes the way it is worded.

9 [6:23:49 PM](#)

10 Councilmember Peterson stated the Council had some discussion about which electronic means should be used for
11 participation in a meeting and he liked the way Mr. Carlson worded that section of the document to provide some flexibility
12 in determine what option should be used while putting some responsibility on the Council as well. Mr. Carlson stated there
13 will always be new and innovative tools that will allow people to communicate with each other electronically and he has
14 worded the document in a way that is accepting of any of those tools.

15 [6:24:25 PM](#)

16 Mayor Nagle stated she likes the document and thinks Mr. Carlson did a good job. All Councilmembers agreed.

17 [6:24:30 PM](#)

18 Councilmembers Lisonbee and Johnson recommended a few changes to the document, which led to a discussion
19 regarding the definition of the term public body.

20

21 Accept for a first reading: draft rewrite of Title Seven of the Syracuse City Code

22 [6:28:13 PM](#)

23 A staff memo from the City Recorder explained that the recent Council discussion regarding fireworks restrictions
24 brought to the attention of staff some issues with the current version of Title Seven of the City Code, which deals with Health
25 and Fire. As a result, Fire Chief Froerer and City Attorney Carlson began working on a draft rewrite of this Title to address
26 those issues. A redlined version of the document is included in your packet as well as a clean version. Staff is requesting

1 that the Council accept this document for a first reading and be prepared to have a more in-depth discussion (if necessary)
2 during the September 25 extended work session. After that meeting a public hearing can be set for October 9 to give the
3 Council the opportunity to adopt a final version of the Title.

4 City Attorney Carlson summarized the staff memo and highlighted the reasons for his revisions to Title Seven.

5 [6:28:51 PM](#)

6 Mayor Nagle stated she would like to encourage the Council to read through the document and then consult with
7 Mr. Carlson or Chief Froerer regarding any questions or concerns they have.

8 [6:31:54 PM](#)

9 The Council then began a discussion about the document, mainly centering on the penalties called out for violation
10 of the Title.

11 [6:49:17 PM](#)

12 Mayor Nagle reiterated this document is just being accepted for a first reading and she would encourage all
13 members of the Council to sit down with Chief Froerer and residents. She stated she heard from many residents over the past
14 few summer months about their condemnation of the City for not being more proactive in trying to control fire dangers. She
15 stated she would encourage them to take the time to listen to arguments on both sides of the issue and consult with the Chief.
16 She also encouraged them to visit the Fire and Police Departments and go on a ride-along and get a feel for what they do
17 every day and how they interact with the public. She stated it was eye opening to go on a ride-along with the Fire and Police
18 Departments and see how they use their discretion. She stated they must maintain a healthy balance and it would be good for
19 the Council to see it.

20 [6:50:52 PM](#)

21 City Manager Rice added he would encourage the Council to attend a Justice Court session to see how the Judge
22 handles issues like this. He stated it is also a very eye opening experience.

23 [6:51:52 PM](#)

24 Chief Froerer stated that at some point in time people need to be held accountable for what they do. He stated the
25 City is trying to be proactive by providing guidelines for everyone to have access to. He stated that if someone willfully sets
26 a fire, they will be held accountable whether there is an ordinance in place or not.

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Council Business

[6:52:34 PM](#)

Mayor Nagle stated she wanted to thank City staff for an amazing job in helping with the Davis County Gala. She stated that she does not yet know how much money the City will receive, but it was a fantastic night and there was so much community support. She then stated the Antelope Island Stampede was quite an event as well. She stated she attended the entire weekend and it was a fun event. She thanked the City staff that participated in that event as well.

[6:53:30 PM](#)

Councilmember Peterson stated that he wanted to echo the Mayor’s comments about the Gala; staff did a wonderful job, let by Parks and Recreation Director Kresta Robinson who participated on the committee to plan the event. He stated there were more tables sold for the Gala this year than have ever been sold in the past. He stated the silent auction was great, too and people spent a lot of money. He stated it was a very emotional event and he thinks it will be a financial success.

[6:54:27 PM](#)

Councilmember Johnson also echoed the Mayor and Councilmember Peterson’s comments about the Gala. He stated he heard that there were 76 tables sold; it was very well attended. He then stated he was not able to attend the Stampede, but he heard a lot of good things about it.

The meeting adjourned at [6:54:56 PM](#).

Jamie Nagle
Mayor

Cassie Z. Brown, CMC
City Recorder

Date approved:

Minutes of the Syracuse City Council Regular Meeting, September 11, 2012.

Minutes of the Regular Meeting of the Syracuse City Council held on September 11, 2012, at 7:00 p.m., in the Council Chambers, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Brian Duncan
Craig A. Johnson
Karianne Lisonbee
Douglas Peterson
Larry D. Shingleton

Mayor Jamie Nagle
City Manager Robert D. Rice
City Recorder Cassie Z. Brown

City Employees Present:
Finance Director Steve Marshall
Police Chief Brian Wallace
Fire Chief Eric Froerer
Community Development Director Mike Eggett
Detective Corey Rowley

Visitors Present:	Bruce Schofield	Hayden Lynch	Lyle Elmore
	Linda Elmore	Claudia Mitton	Chris Mondragon
	Randy Fackrell	Amanda Fackrell	Liz Jensen
	Tyler Morton	Jacob Morton	Colton Smith
	Teagan Patterson	Noah Bybee	Shaylee Kezior
	Heidi Taylor	Rose Thain	Dean Rasband
	Holly Rasband	Julie Griffin	Carol Thurgood
	Ray Zaugg	Brian Phillips	Chance Fackrell
	James Fackrell	Bridger Fackrell	Merrill Fackrell
	Matt Munhoz	Josh Allred	Cameron Skinner
	Brayden Eames	Levi Hammon	Jaycie Smith
	Art Shimafa	Shanelle Pehrson	Brandon Hammond
	Brady Blackley	Tracie Steele	Ashlie Albrecht
	Baylee Bolton	Samuel Johnson	Madison Holley
	Gary Pratt		

1. Meeting Called to Order/Adopt Agenda

7:06:55 PM

Mayor Nagle called the meeting to order at 7:00 p.m. as a regularly scheduled meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Councilmember. She asked all visitors present if any wished to provide an invocation or thought; Councilmember Lisonbee provided an invocation. Boy Scout Colton Smith representing Scout Troop 512 then led all present in the Pledge of Allegiance.

7:16:32 PM

COUNCILMEMBER SHINGLETON MADE A MOTION TO ADOPT THE AGENDA. COUNCILMEMBER SHINGLETON SECONDED THE MOTION; ALL VOTED IN FAVOR.

1 2. Presentation of the Syracuse City and Wendy's "Award for Excellence"

2 to Jaden Fackrell and Ava Elmore.

3 [7:09:10 PM](#)

4 The City wishes to recognize citizens who strive for excellence in athletics, academics, arts and/or community
5 service. To that end, in an effort to recognize students and individuals residing in the City, the Community and Economic
6 Development, in conjunction with Jeff Gibson, present the recipients for the "Syracuse City & Wendy's Award for
7 Excellence". This monthly award recognizes the outstanding performance of a male and female who excel in athletics,
8 academics, arts, and/or community service. The monthly award recipients will each receive a certificate and be recognized at
9 a City Council meeting; have their photograph placed at City Hall and the Community Center; be written about in the City
10 Newsletter, City's Facebook and Twitter Feed, and City's website; be featured on the Wendy's product television; and
11 receive a \$10 gift certificate to Wendy's.

12 Mayor Nagle stated that this month the nominees are Jaden Fackrell and Ava Elmore and she asked all those present
13 to give the nominees a round of applause. She quoted the staff memo, which explained Mr. Fackrell works hard to always
14 improve upon his previous best; he has a positive attitude and is not afraid to challenge himself. She then stated Mr.
15 Fackrell's positive attitude will take him far in life and the City is so lucky to have him as a resident. She presented him with
16 the Award for Excellence and commented that she loves the photograph of Jaden that was submitted.

17 Mayor Nagle then quoted the staff memo, which explained Ms. Elmore is a great all around student who always
18 gives her personal best. Ava is also a talented photographer. She then stated she wanted to thank Ms. Elmore for living in the
19 community and setting such a great example for other children. She stated she hoped Ms. Elmore would continue to do that
20 moving forward in her life. She then presented Ms. Elmore with the Award for Excellence.

21
22 3. Recognition of Sgt. Phillips who won the prestigious "Marine of the Year"

23 award for the 4th Marine Division of the United States Marine Corps.

24 [7:12:41 PM](#)

25 Mayor Nagle stated that Sergeant Phillips won a very prestigious award; the "Marine of the Year" award for the 4th
26 Marine Division of the United States Marine Corps. She asked City Manager Rice to introduce Mr. Phillips and provide a
27 background on the award he had received.

1 Mr. Rice reviewed the summary of the award as follows:

2 “Syracuse resident Sergeant Brian A. Phillips was awarded the 4th Marine Division’s Marine of the Year at the 9th
3 Annual Marine Corps Association & Foundation Ground Awards Dinner on Thursday, 28 June at the Crystal
4 Gateway Marriott, in Arlington, Virginia.

5
6 The dinner served as the opportunity to recognize the four Marine Divisions' Marines of the Year, the recipients of
7 the 2011 Leftwich Trophy, Hulbert Trophy, Zembiec Trophy, the Chambers Award, and the MARSOC
8 NCO/Critical Skills Operator of the Year.

9
10 “MCA&F is proud to recognize these Marines for their exceptional achievement and duty to the Corps,” said
11 MajGen Edward G. Usher III, USMC (Ret) and President/CEO of the MCA&F. “That’s why the MCA&F exists.
12 We encourage continued education, first-rate leadership and career advancement. We honor the professional
13 excellence of Marines who serve our county every day.”

14
15 Sgt Phillips is from Salt Lake City, Utah and is currently serving on the Inspector-Instructor staff with Fox
16 Company, 2d Battalion, 23rd Marines. He deployed to Iraq twice and performed duties such as MRAP driver,
17 gunner, vehicle commander, navigator, patrol leader, and section leader in support of Operation Iraqi Freedom. Sgt
18 Phillips chose military service because his father was in the Army and he wanted to follow in his footsteps. Sgt
19 Phillips was accompanied by his wife, Stacia Phillips, and his father, Jack Phillips. His sister, Tiffany and brother-
20 in-law, David were also present.

21
22 General Dynamics and the Marine Corps Association and Foundation sponsored this award.”

23
24 Mr. Rice then stated this is a “big deal” and he congratulated Sgt. Phillips on receiving the award.

25 Mayor Nagle stated she is so appreciative of everything Sgt. Phillips has done for her family, community, and
26 nation. She stated she is humbled by his service and dedication and she thanked him for all of his sacrifices.

27 Sgt. Phillips then received a round of applause from those in attendance.

28

1 4. Approval of minutes.

2 [7:16:24 PM](#)

3 The minutes of the Work Session Meeting of March 27 and the Special Meeting of August 21, 2012 were reviewed.

4 COUNCILMEMBER LISONBEE MADE A MOTION TO APPROVE THE MINUTES OF THE WORK
5 SESSION MEETING OF MARCH 27 AND SPECIAL MEETING OF AUGUST 21, 2012 AS AMENDED.

6 COUNCILMEMBER SHINGLETON SECONDED THE MOTION.

7 Councilmember Lisonbee stated there are a few minor amendments; on page 13, line 26 of the March 27 minutes,
8 insert the word “by” between the words given and Council. She then stated that she listened to the recording of the meeting
9 and it seems there was more conversation that happened at the end of the meeting and she would like to see her comments
10 reflected in the minutes.

11 Mayor Nagle stated there has been a motion and a second to adopt the minutes; she called for a vote. ALL VOTED
12 IN FAVOR.

13

14 5. Public comment.

15 [7:18:19 PM](#)

16 Terry Palmer, stated he would like to thank Sgt. Phillips; it is awesome to have people like him in the community.
17 He then stated he would like to mention he feels that the citizens have elected a Council and Mayor and those elected
18 officials should not put too much power in the hands of the Fire Chief. He stated that the current Fire Chief is awesome, but
19 the next one may not be as awesome as him and he feels the Council is the decision making body. He then stated he feels the
20 City needs to move forward and consider turning the area between the Syracuse High School and 1000 West turned into a
21 business park. He stated he wrote an article for The Islander and he believes that if the City has some vision it would be
22 possible to put a multi-plex athletic park in the location, which could include four baseball diamonds. He stated that once
23 more athletes are brought into the City, that will cause the area to build a lot. He stated the City has the money and he
24 certainly believes the park could be built and it could be a draw for people line West Point, Clinton, Clearfield, and Layton.
25 He stated they would come here and it would make that property appropriate along with the High School.

26

27 [7:20:30 PM](#)

1 TJ Jensen stated he is approaching the Council as the Vice Chair of the Planning Commission. He stated item seven
2 on tonight's agenda deals with electronic meetings of public bodies in the City. He stated that he took the time today to look
3 through the Planning Commission bylaws and he found that there is no policy in the bylaws that will conflict with what the
4 Council intends to do tonight. He stated that he remembers the Planning Commission having the discussion about their
5 bylaws and they felt that they would consider the issue of electronic meetings when the need arose, but it was not an
6 important issue at the time. He stated they have used the City's policy and had not planned to do anything different. He
7 added the Planning Commission has always been able to maintain a quorum over the past year, though there was one
8 situation about a month ago when he recused himself from voting leaving only four members available to vote, but even in
9 that situation there was a quorum.

10
11 [7:21:44 PM](#)

12 Bruce Schofield explained he had quite an adventure recently; he and his wife travelled to Kaysville to see a home
13 their grandson had purchased. He stated they decided to tour the valley and they travelled through Layton into Syracuse and
14 they took the road to West Gentile and they were wondering there was such a nice road over in that area even though it is not
15 used much. He then stated he turned back and over to 2700 South and Bluff Road and they went west on Bluff Road. He
16 stated he was moseying along and he noticed a vehicle following behind him; he was chatting with his wife and paying
17 attention to the scenery and the animals and when he crossed onto 3500 West he found the vehicle behind him was a cop and
18 he pulled him over. He stated that he wondered what he had done wrong and the officer told him that he had drifted into the
19 middle lane too far. He stated he gave the officer credit for doing his job. He then told the officer that as he drove from Bluff
20 Road to 3000 West he was bouncing around the potholes and paying attention to the cattle and that could be why he was
21 drifting. He stated that is only the second time he has been pulled over in his lifetime. He stated it turned out to be quite a
22 laughing affair.

23 Mayor Nagle stated that Mr. Schofield has exceeded his three minutes and she asked if he would be willing to talk to
24 her after the meeting. Mr. Schofield answered yes. Mayor Nagle asked Mr. Schofield if he received a citation, to which Mr.
25 Schofield answered no and reiterated he thought the officer had done a good job.

26
27 [7:25:37 PM](#)

1 Julie Griffin stated her comments are related to the General Plan updates the Council plans to consider tonight. She
2 stated she would love to see no changes to the Plan; her family owns property in the area that is being reviewed, but she not
3 only desires to see no changes to her families property – but no changes to the General Plan overall. She stated she knows
4 there will be changes to the City as a result of the construction of a big road, but the Council can decide how that road will
5 affect the City and she thinks the best option at this point in time is to make no changes at all. She stated once the City makes
6 a change others may claim that the City just changed the General Plan and it should be changed for something they would
7 like to do in the City. She stated she feels the best option for the City is to leave the General Plan as is.

8 Councilmember Duncan asked Ms. Duncan where her property is located. Ms. Griffin stated that her house is
9 located at 2480 W. 700 S. and her family owns property up to where 200 South is located between 2000 West and 3000
10 West.

11
12 6. Proposed Ordinance 12-24 amending the Syracuse City General Plan adopted in 1976, as amended.

13 [7:27:45 PM](#)

14 A memo from the Community Development Department explained that in an ongoing effort to update the Syracuse
15 City General Plan, the Syracuse City Planning Commission created Subcommittees for District Two and Eight to examine
16 and update the corresponding sections of the General Plan. As a key item of the Subcommittees review, a selection of
17 Planning Commissioners, a Councilmember, City staff, and members of the public, chose to examine the proposed land uses
18 of their assigned District of the General Plan. The proposed amendments to the District Maps and corresponding language
19 amendments reflect the Subcommittees and Planning Commissions goals to provide opportunities for economic growth and
20 appropriate adjacent residential development.

21 On September 4, 2012, the Syracuse City Planning Commission held public hearings regarding the proposed
22 amendments to the General Plan, specific to the Districts 2 & 8, in which one comment was received regarding buffering
23 between commercial and residential zones. On September 4, 2012, the Syracuse City Planning Commission approved
24 recommendation to the Syracuse City Council the attached amendments to the Syracuse City General Plan, Districts Two and
25 Eight. The Community & Economic Development Department hereby recommends, following recommendation from the
26 Syracuse City Planning Commission, that the Mayor and City Council amend the Syracuse City General Plan – Districts Two
27 and Eight to reflect Ordinance No. 12-24.

1 [7:27:54 PM](#)

2 COUNCILMEMBER JOHNSON MADE A MOTION TO ADOPT PROPOSED ORDINANCE 12-24
3 AMENDING THE SYRACUSE CITY GENERAL PLAN ADOPTED IN 1976, AS AMENDED, WITH THE
4 FOLLOWING AMENDMENTS:

- 5 • ADOPT CHANGES TO DISTRICT EIGHT AS PROPOSED;
- 6 • ONLY MAKE ONE CHANGE IN DISTRICT TWO – WHICH IS THE CHANGE ON 2000 WEST
7 CHANGING CURRENT C2 DESIGNATION TO GENERAL COMMERCIAL.

8 COUNCILMEMBER DUNCAN SECONDED THE MOTION; ALL VOTED IN FAVOR.

9 [7:28:50 PM](#)

10 Councilmember Duncan stated in the past the City Attorney has said it would be a good idea for the Council to make
11 a statement for the record explaining why this given action was taken. City Attorney Carlson stated that as a general rule, if
12 any decision were challenged, the courts will look to the minutes of the meeting where the decision was made to find out the
13 reasoning behind the challenge. He stated that if no discussion occurs, it will be much harder for the City to defend any
14 decision made by the Council. Councilmember Peterson asked if the work session minutes would be sufficient as that is
15 where most of the discussion about this item took place. Mr. Carlson stated that the work session minutes could be
16 considered; in this specific instance there are minutes to refer to, but as a general rule he would always recommend some
17 discussion explaining why a decision is made.

18 [7:29:51 PM](#)

19 Mayor Nagle asked how that rule applies to consent agendas and she noted there are several cities that include all
20 action items on a consent agenda and there is no discussion about any of the items. Mr. Carlson stated those items could be
21 subject to challenge and the courts would reference the city's minutes to see what the reasoning behind those decisions were.
22 He stated it is hard to justify the reasons for a decision when there is no discussion on the record as to why a Council made
23 the decisions they did. Mayor Nagle stated there are robust conversations on such topics in work session meetings. Mr.
24 Carlson stated that is the case for this item, but that is not the reason he gave his advice in the past. He stated his advice is
25 that whenever a decision is made for or against an issue there should be some reference as to the rationale behind the
26 decision.

27 [7:30:38 PM](#)

1 Councilmember Duncan stated he thinks it is a good idea to state reasoning behind an action taken. Mr. Carlson
2 stated in the context of this issue there has been discussion of this issue. He stated his advice was given following a meeting
3 where there was official discussion about an item in on direction and the action was taken in another direction and that could
4 be problematic.

5 [7:31:20 PM](#)

6 Mayor Nagle stated she would summarize the reasoning for this decision and also refer the minutes of the work
7 session meeting where the item was discussed more in depth. She stated the Council is considering the wishes of some of the
8 landowners in the area as well as one of the residents who came forward that has property in the area and they have notified
9 the City that they would not like to see any changes to their property. She stated the Council tried to take into consideration
10 accommodating the landowners' wishes wherever possible, while looking at the future planning of the City.

11

12 7. Proposed Resolution R12-23 setting for the rules for conducting public meetings of the City Council and
13 Planning Commission using electronic means.

14 [7:31:56 PM](#)

15 COUNCILMEMBER PETERSON MADE A MOTION TO ADOPT PROPOSED RESOLUTION R12-23
16 SETTING FORTH THE RULES FOR CONDUCTING PUBLIC MEETINGS OF THE CITY COUNCIL AND PLANNING
17 COMMISSION USING ELECTRONIC MEANS, WITH THE FOLLOWING AMENDMENTS:

- 18 • CHANGE SECTION SIX BY AMENDING THE SECOND SENTENCE SO IT READS AS FOLLOWS:
19 "TO DISCOURAGE AN ABUSE OF THE ELECTRONIC MEETINGS POLICY, NO MEMBER SHALL
20 BE ALLOWED TO USE ELECTRONIC COMMUNICATION TO ATTEND MORE THAN TWO
21 MEETINGS PER CALENDAR YEAR OF THE SAME PUBLIC BODY WHERE ISSUES ARE VOTED
22 UPON".;
- 23 • CHANGE DEFINITION OF PUBLIC BODY TO INCLUDE ALL PUBLIC BODIES IN THE CITY
24 BESIDES THE CITY COUNCIL AND PLANNING COMMISSION.

25 COUNCILMEMBER DUNCAN SECONDED THE MOTION.

26 [7:33:52 PM](#)

1 Councilmember Peterson stated that earlier in the meeting there were comments made by Mr. Jensen about a
2 quorum and it made him think about whether the policy said anything about requiring there to be a quorum at the anchor
3 location for the meeting. He stated he could not find that in the document and he would prefer that there be a quorum at the
4 anchor location. Mr. Carlson stated that is already required by Title Two of the City Code, so staff did not add language
5 repeating what Title Two says.

6 [7:34:36 PM](#)

7 Councilmember Lisonbee had a citizen approach her after reading through the Council packet and they asked about
8 the possibility of allowing citizens to use electronic means to make public comments in Council meetings. Mr. Carlson
9 stated the City is not set up to accommodate that type of thing at this time; however, in situations where staff has received
10 letters about a specific issue, those letters have been attached to the Council packet for the Council's consideration.

11 [7:35:48 PM](#)

12 Councilmember Duncan stated he is in favor of this item because there are five voices on the City Council and it is
13 important for all of those voices to be heard, even if one of those voices is heard through electronic means. He stated it was
14 important to find a balance between accommodating participation and abuse.

15 [7:36:32 PM](#)

16 Mayor Nagle stated there has been a motion and a second regarding the resolution and she called for a vote. ALL
17 VOTED IN FAVOR.

18

19 8. Grant the petition of Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Saints and
20 Ninigret to adjust the boundaries of an Agricultural Protection Area.

21 [7:36:38 PM](#)

22 A memo from the City Attorney explained the Corporation of the Presiding Bishop of The Church of Jesus Christ of
23 Latter Day Saints ("CPB") submitted a petition to remove property it owned from the current agricultural protection area
24 encumbering the property. After submitting the petition, CPB sold the property to Ninigret Construction Company North, LC
25 ("Ninigret"). Ninigret has since joined in the request. The petition complies with the requirements of state code and the City
26 Attorney recommends that the boundaries of the Agricultural Protection Area be adjusted in accordance with the petition.

1 On August 22, 2012 Kirton McConkie, the law firm representing CPB, submitted a written petition to remove
2 specific property from an Agricultural Protection Area. After submitting the petition, CPB sold the property to Ninigret. On
3 September 4, 2012 Ninigret submitted a letter verifying that it had purchased the Property. Ninigret joined in the request that
4 the property be removed from the agricultural protection area and asked to be added to the petition filed by CPB. The Public
5 Works Director has verified that the legal descriptions of the property (“Exhibit A”) and the new boundary for the
6 agricultural protection area (“Exhibit B”) are accurate.

7 “Any owner of land within an agriculture protection area... may remove any or all of the land from the agriculture
8 protection area... by filing a petition for removal with the applicable legislative body.” Utah Code §17-41-306(2)(a). The
9 existing agricultural protection area is within Syracuse’ city limits. Accordingly, the City Council is the “applicable
10 legislative body.”

11 The City Council “shall:”

- 12 1. Grant the petition for removal;
- 13 2. File a legal description of the revised boundaries with the County Recorder and city Planning Commission; and
- 14 3. May not charge a fee. *Id* at (2)(b)

15 The property owners have submitted a petition that complies with state law. Since the agricultural protection area is
16 within city limits, the city council is statutorily required to grant the petition and record the revised boundaries (Exhibit B)
17 with the County Recorder and the city Planning Commission. The City Attorney recommends that the Council do so.

18 City Attorney Carlson summarized his staff memo.

19 [7:37:41 PM](#)

20 COUNCILMEMBER PETERSON MADE A MOTION TO GRANT THE PETITION OF THE CORPORATION
21 OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS AND NINIGRET TO
22 ADJUST THE BOUNDARIES OF AN AGRICULTURAL PROTECTION AREA. COUNCILMEMBER DUNCAN
23 SECONDED THE MOTION.

24 [7:37:54 PM](#)

25 Councilmember Lisonbee stated there is a legal description in the Council packet, but she asked Mr. Carlson to
26 provide an explanation in layman’s terms as to which property will be removed from the Agricultural Protection Area. Mr.
27 Carlson stated it is the area that has been sold by the CPB to Ninigret; it is located between 1000 West and the Syracuse High

1 School. Mayor Nagle asked if it also includes the one corner of property that the CPB did not divest itself of. Mr. Carlson
2 stated he is not aware of whether the CPB requested to remove that area, but if it is included their petition is in order.

3 [7:39:31 PM](#)

4 Mayor Nagle stated there has been a motion and a second regarding the petition; she called for a vote. ALL
5 VOTED IN FAVOR.

6

7 9. Councilmember Reports.

8 Councilmember reports began at [7:39:37 PM](#). Councilmember Johnson provided his report, followed by
9 Councilmembers Peterson, Duncan, Shingleton, and Lisonbee.

10

11 10. Mayor Report.

12 Mayor Nagle's report began at [7:43:06 PM](#).

13

14 11. City Manager Report.

15 Mr. Rice's report began at [7:44:48 PM](#).

16

17

18 At [7:45:56 PM](#) p.m. COUNCILMEMBER JOHNSON MADE A MOTION TO ADJOURN.

19 COUNCILMEMBER PETERSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

20

21

22 _____
23 Jamie Nagle
24 Mayor

25 _____
Cassie Z. Brown, CMC
City Recorder

25 Date approved:



COUNCIL AGENDA

October 9, 2012

Agenda Item #5

Presentation from UDOT regarding West Davis Corridor.

Factual Summation

- UDOT representative Randy Jefferies will be present to provide updated information regarding the West Davis Corridor.



COUNCIL AGENDA

October 9th, 2012

Agenda Item #6 Public Hearing - Discussion regarding proposed budget opening.

Factual Summation

- Any questions about this agenda item may be directed at Finance Director Stephen Marshall.
- We discussed the budget opening and potential funding options for the general fund at our last council meeting. For this meeting, I have updated the PowerPoint presentation to reflect the changes that were recommended. The changes that were made are highlighted in red.
- I have also included in the packet a budget spreadsheet that itemizes out the proposed changes by fund. There are a few additional items that are on the spreadsheet that were not discussed at the last council meeting. They include the following:
 - **Street Light Fund:** Street light capital expense of \$515,000. This budget request is a carryover from FY2012 because the conversion project was not completed by the end of FY2012. These funds came from the capital lease that was approved in the prior fiscal year.
 - **Class C Roads Fund:** In addition to the \$320,955 transfer to the Class C roads fund from the general fund, we also have available in the Class C roads an additional \$166,520 from fund balance. This would increase our total capital project expense to \$1,320,955 for FY2013.
 - **Sewer Fund:** This budget request is a carryover from FY2012. We ordered the camera during FY2012, and just received it this week.

- I have included in your packet the capital projects listing that we discussed at the last council meeting. This recommendation would increase our capital project expenses across various funds from \$3,888,349 to \$6,702,214. We have the funds available in cash and would not require any additional debt to complete.

Recommendation:

Administration recommends that the council approve this budget opening as requested.



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Fund Balance Presentation

October 9th, 2012



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FACTS

- Per Utah Code section 10-6-116 sections 2 & 4, the general fund balance is required to be between 5 – 18% of the next fiscal year's budgeted revenues.
- General Fund balance at June 30, 2012 = \$1,454,387. The FY2013 budgeted revenues = \$8,428,141. Fund balance = 17.26%.



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HISTORICAL FACTS

- **Fund balance over last 5 years:**
 - FY2008 = \$430,008 or approximately 7%
 - FY2009 = \$285,445 or approximately 5%
 - FY2010 = \$625,253 or approximately 10%
 - FY2011 = \$1,017,689 or 14.49%
 - FY2012 = \$1,454,387 or 17.26%



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ADMINISTRATION PHILOSOPHY

- Maintain a healthy fund balance that acts as a rainy day fund for any unforeseen emergencies and/or expenses.
- Utilize and execute excess fund balance into operations where it is needed the most.
- Belief that fund balance should remain between 10 - 14% with a median of 12% as a general rule and practice.
- **Council recommendation to keep fund balance around 14%.**



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General Fund Balance

General Fund Balance Calculation

FY2013 Budgeted Revenues	\$ 8,428,141.00	
Fund Balance @ 6/30/2012	\$ 1,454,387.00	17.26%
Target Fund Balance @ ~ 14%	\$ 1,154,387.00	13.70%
Excess to be used in operations	\$ 300,000.00	



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ADMINISTRATION PHILOSOPHY

- Philosophy of budgeting conservatively on revenues and liberal on expenses has resulted in an increased fund balance over last 3 years.
- **Invest in employees/systems; spend money to make money.**
- Credit to Departments for spending conservatively and finding ways to cut costs (i.e. operating more efficiently).



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FY2013 Budget

- Started with a balanced budget.
- No use of fund balance.
- Conservative estimates on revenues & liberal on expenses.
- Some revenue estimates = exceed expectations.
- Some items need to be added for carryover from prior fiscal year.



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FY2013 Revenues

FY2013 Estimated Increase in Revenues:

Sales Tax	100,000.00
Sale of Assets	50,000.00
Rent Income - City Hall	27,805.00
Increase in Fire Revenue	100,000.00
FEMA Grant - Fire Trailer	70,650.00
Justice Court - State Grant	6,300.00
Police 5k race & grant	5,000.00



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Available Funds

Available Funds

Excess Fund Balance @ 6/30/2012	\$ 300,000.00
Sales Tax	100,000.00
Sale of Assets	50,000.00
Rent Income - City Hall	27,805.00
Increase in Fire Revenue	100,000.00
FEMA Grant - Fire Investigation Trailer	70,650.00
Justice Court - State Grant	6,300.00
Police 5k race & grant	5,000.00
Total Available	\$ 659,755.00



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Required Funding

Required Funding:

Fingerprint Scanner	\$ (6,300.00)
Police Chief Retirement Payout	\$ (33,000.00)
Police Equipment	\$ (5,000.00)
Out of State Fire Expenses (wages, OT, etc)	\$ (30,000.00)
Fire Investigation Trailer	\$ (78,500.00)
Recreation Bus - Grant Match	\$ (11,000.00)
Total	\$ (163,800.00)
Remaining Funding Available	\$ 495,955.00



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Menu Options

Optional Funding:

Employee Merit Increases	\$ (150,000.00)
Records Management Software	\$ (20,000.00)
Business Pamphlets	\$ (5,000.00)
Transfer to Class C Roads Projects	\$ (320,955.00)
Total	\$ (495,955.00)



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Employee Merit Increases

- Employees are #1 asset and resource to the city.
- Going on **5-6** years since most employees have received any kind of increase.
- In Feb. 2009, employee's 4% - 401k match taken away.
- Cost of living has increased approximately 8-10% over last 5-6 years.
- Overall, employees are making less than they did 5-6 years ago.
- ***We Need To Invest In Our Employees***



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Macro Overview

- Employees Average salary of \$47,350; w/out DHs, \$42,959:
 - National Median HH income in 2010 = \$49,445
 - County Median HH income in 2010 = \$64,360
 - Syracuse City Median HH income in 2010 = \$80,994.
- Average Social Security retired benefit in 2011 was \$1177/month or \$14,124/yr; increase of 3.6% or \$42/mo = 504/yr; average property tax paid to Syracuse City = \$230/yr



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Class C Roads Fund

- Recommendation that we transfer funds to the Class C Roads fund to aid in our road projects.
- Estimate that between \$1,000,000 and \$1,320,000 will be executed in Class C road projects in FY2013.
- Does not include Road Impact Fee money that we plan to spend in FY2013.



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Capital Projects - FY2013

- Original budget of \$3,888,349 set for FY2013 (does not include park improvements).
- Recommendation to increase this to \$6,702,214
- New projects:
 - 1000 West Culinary line upgrade to Water Tank
 - 700 South from 2500 West to 3000 West
 - 2500 West from 700 South to 1700 South
 - 1025 West Street



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Capital Projects Fund Options

- Recommendation to purchase replacement police vehicle for \$38,000. This will effectively pay down our debt because insurance proceeds will be deducted from capital lease outstanding.
- Purchase two new fire vehicles to replace the 1997 & 2002 vehicles currently used by fire chief and deputy fire chief.

-\$38,000 & \$34,000 estimated cost.

CAPITAL IMPROVEMENT PROJECT BUDGET SUMMARY FOR FISCAL YEAR 2013

Proj. #	Project	Bid	Class C Capital 204070	Class C Ramps 204044	Culinary 501671	Secondary 301671	Storm Drain 401671	Road Impact Fee	Culinary Impact Fee	Secondary Impact Fee	Storm Drain Impact Fee	Project Total
2012-09	Bluff Road Transmission Line from Jensen	Y	-	-	-	\$432,569.00	-	-	-	-	-	\$432,569.00
2012-04	1350 & 1475 South Reconstruction	Y	\$103,000.00	-	-	-	-	-	-	-	-	\$103,000.00
2012-01	200 South Waterline Project	Y	-	-	\$50,000.00	\$40,000.00	-	-	-	-	-	\$90,000.00
2012-06	1000 West Cul & Sec (2700 South To Bluff)	N	\$20,000.00	-	\$608,000.00	\$370,000.00	-	-	-	\$360,000.00	-	\$1,358,000.00
2012-07	2525 South Street & 800 West Street	Y	\$191,753.20	-	-	-	\$17,233.00	-	-	-	-	\$208,986.20
2012-08	2012 Pavement Preservation + Crack Seal	Y	\$50,987.57	-	-	-	-	-	-	-	-	\$50,987.57
2012-11	2000 West Chip Seal	Y	\$92,534.60	-	-	-	-	-	-	-	-	\$92,534.60
2012-13	Crack Sealing	Y	\$26,737.89	-	-	-	-	-	-	-	-	\$26,737.89
2012-14	1500 West Storm Drain Project	Y	-	\$3,220.75	-	-	\$5,963.00	-	-	-	-	\$9,183.75
2012-15	1000 West ADA Ramps/Cemetery Sidewalk	N	\$33,220.75	\$16,779.25	-	-	-	-	-	-	-	\$50,000.00
2013-01	1000 West Culinary (1700 S to Tank)	N	\$30,000.00	-	\$245,000.00	\$45,000.00	-	-	\$300,000.00	-	-	\$620,000.00
2013-01?	1025 West Street	N	\$131,468.75	-	\$92,230.00	\$56,062.50	-	-	-	-	-	\$279,761.25
2013-02	700 South (3000 West to St Andrews)	N	-	-	\$110,625.00	\$40,000.00	-	\$651,575.00	-	-	\$286,687.50	\$1,088,887.50
2013-02?	700 South (2500 West to 3000 West)	N	-	-	-	-	-	\$252,925.00	-	-	-	\$252,925.00
2013-02?	2500 West (700 South to 1200 South) - With Tra	N	\$310,050.00	-	-	-	-	-	-	-	-	\$310,050.00
2013-02?	2500 West (1200 South to 1700 South)	N	-	-	-	\$425,753.91	-	\$493,837.50	-	-	\$39,000.00	\$958,591.41
2013-03	Marilyn, David & Valerie	N	\$200,000.00	-	\$400,000.00	-	\$120,000.00	-	-	-	-	\$720,000.00
2013-04	Crack Sealing (Throughout City)	N	\$50,000.00	-	-	-	-	-	-	-	-	\$50,000.00
Funding Source Total			\$1,239,752.76	\$20,000.00	\$1,505,855.00	\$1,409,385.41	\$143,196.00	\$1,398,337.50	\$300,000.00	\$360,000.00	\$325,687.50	\$6,702,214.17
2012-2013 Approved Budget			\$833,480.00	\$20,000.00	\$902,600.00	\$472,569.00	\$200,000.00	\$460,000.00	\$339,700.00	\$430,000.00	\$230,000.00	\$3,888,349.00
Remaining Budget Available			-\$406,272.76	\$0.00	-\$603,255.00	-\$936,816.41	\$56,804.00	-\$938,337.50	\$39,700.00	\$70,000.00	-\$95,687.50	

Available Cash / Fund Balance	\$1,327,041.00	\$ 20,000.00	\$ 2,425,087.00	\$ 1,205,076.00	\$ 378,736.00	\$ 1,493,996.00	\$ 297,141.00	\$ 360,000.00	\$ 764,697.00
Non Cash Depreciation Expense	\$ -		\$ 475,000.00	\$ 430,000.00	\$ 202,000.00	\$ -	\$ -	\$ -	\$ -
Grant Funds Reimbursement	\$ -		\$ 385,000.00						
Total Estimated Cash Balance Available	\$ 1,327,041.00	\$ 20,000.00	\$ 3,285,087.00	\$ 1,635,076.00	\$ 580,736.00	\$ 1,493,996.00	\$ 297,141.00	\$ 360,000.00	\$ 764,697.00
Less Estimated Expenses for FY2013	\$1,239,752.76	\$20,000.00	\$1,505,855.00	\$1,409,385.41	\$143,196.00	\$1,398,337.50	\$300,000.00	\$360,000.00	\$325,687.50
Estimated Ending Cash Balance / Fund Balance	\$87,288.24	\$0.00	\$1,779,232.00	\$225,690.59	\$437,540.00	\$95,658.50	-\$2,859.00	\$0.00	\$439,009.50

RESOLUTION R12-24

A RESOLUTION ADJUSTING THE SYRACUSE CITY BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2013.

WHEREAS, the Uniform Budgetary Procedures set forth in State Statute 10-6-128 allow for amendments and increases to individual fund budgets; and

WHEREAS, on October 9, 2012, the City Council held a public hearing to allow interested persons in attendance an opportunity to be heard for or against the proposed budgetary changes; and

WHEREAS, the City Council has determined that approval of the budgetary amendments will promote the orderly operation of the City;

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

SECTION 1: Amendments. The following adjustments to the Syracuse City Budget are hereby made for the Fiscal Year 2013 operating budget.

- See attachment

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 9th DAY OF OCTOBER, 2012.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, City Recorder

By: _____
Jamie Nagle, Mayor

Syracuse City

FY 2013 Budget Adjustments



	<u>Original Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
General Fund:			
<u>REVENUE ADJUSTMENTS:</u>			
Sales Tax	2,700,000.00	2,800,000.00	100,000.00
Sale of Capital Assets (Vehicle surplus sales, potential land sale at Rock Creek Park)	-	50,000.00	50,000.00
Rent Income (Rent from East side of City Hall - \$32,805 less \$5,000 for lower rent income - various)	10,000.00	37,805.00	27,805.00
Fire Revenues ((\$67,000 for July only plus \$85,000 estimated for August & September)	51,500.00	151,500.00	100,000.00
Federal Grants (Carryover of Fire Trailer Grant from FY12 - was not completed in prior fiscal year as planned)	103,700.00	174,350.00	70,650.00
State Grants & Allotments (Justice Court State Grant - purchase finger print scanner)	16,000.00	22,300.00	6,300.00
Police Department Misc. Revenue (Police 5k Race and matching grant)	-	5,000.00	5,000.00
			<u><u>359,755.00</u></u>
<u>EXPENDITURE ADJUSTMENTS:</u>			
All Departments			
Wages & Benefits (Merit Increases for employees - to be allocated among all departments)	various	various	150,000.00
Justice Court:			
Capital Outlay (Justice Court State Grant - purchase finger print scanner)	-	6,300.00	6,300.00
Administration:			
Capital Outlay (Records Management System Upgrade)	-	20,000.00	20,000.00
Community & Economic Development			
Office Supplies (Business Pamphlets sent to all citizens homes)	600.00	5,600.00	5,000.00
Police Department:			
Wages & Benefits (Police Chief retirement payout (27,000) & new chief @ higher retirement rate (6,000))	1,787,223.00	1,820,223.00	33,000.00
Equipment & Supplies (Police 5k Race and matching grant)	13,280.00	18,280.00	5,000.00
Fire Department:			
Wages, Benefits, & Overtime (Increased costs for overtime and staffing for out of state fire deployment)	1,268,452.00	1,293,452.00	25,000.00
Travel (Increased costs for travel expense for out of state fire deployment)	14,774.00	19,774.00	5,000.00
Grant Funded Expenditures (Carryover of Fire Trailer Grant from FY12 - was not completed in prior fiscal year as planned)	102,000.00	180,500.00	78,500.00

Parks & Recreation			
Capital Equipment	-	11,000.00	11,000.00
(New Bus Purchased on UDOT Grant - 10% matching funds)			
Transfer to other funds	-	320,955.00	320,955.00
(To Class C Roads fund for new road projects)			
			<u>659,755.00</u>

	<u>Revenue</u>	<u>Expenses</u>	
General Fund net change	359,755.00	659,755.00	(300,000.00)
Beginning fund balance			-
Overall fund deficit to come from fund balance			<u>(300,000.00)</u>

Street Lights Fund

EXPENDITURE ADJUSTMENTS:

Capital Projects	-	515,000.00	515,000.00
(Complete the Street Light Conversion Project)			
	<u>Revenue</u>	<u>Expenses</u>	
Street Lights Fund net change	-	515,000.00	(515,000.00)
Beginning fund shortage			-
Overall fund deficit to come from fund balance			<u>(515,000.00)</u>

Class C Roads Fund

Revenue adjustments:

Transfer from other funds	-	320,955.00	320,955.00
(To Class C Roads fund for new road projects)			
			<u>320,955.00</u>

EXPENDITURE ADJUSTMENTS:

Capital Projects	833,480.00	1,320,955.00	487,475.00
(To Class C Roads fund for new road projects - \$166,520 from fund balance & 320,955 from transfer)			
	<u>Revenue</u>	<u>Expenses</u>	
Class C net change	320,955.00	487,475.00	(166,520.00)
Beginning fund shortage			(322,430.00)
Overall fund deficit to come from fund balance			<u>(488,950.00)</u>

Transportation Impact Fee Fund

EXPENDITURE ADJUSTMENTS:

Capital Projects	460,000.00	1,400,000.00	940,000.00
	<u>Revenue</u>	<u>Expenses</u>	
TIF net change	-	940,000.00	(940,000.00)
Beginning fund shortage			(327,350.00)
Overall fund deficit to come from fund balance			<u>(1,267,350.00)</u>

Secondary Water Fund:

Expenditure adjustments:

Capital Outlay	472,569.00	1,410,000.00	937,431.00
Move to Balance Sheet	(472,569.00)	(1,410,000.00)	(937,431.00)
			<u>-</u>

	<u>Revenue</u>	<u>Expenses</u>	
Secondary Water Fund net change	-	-	-
Beginning fund shortage			(227,834.00)
			<u>(227,834.00)</u>

Overall fund deficit to come from fund balance

(227,834.00)

Culinary Water Fund:

Revenue adjustments:

Federal Grants	142,318.00	312,168.00	169,850.00
State Grant & Allotments (200 South Waterline relocation reimbursement)	-	75,000.00	75,000.00
			<u>244,850.00</u>

Expenditure adjustments:

Capital Outlay	912,600.00	1,510,000.00	597,400.00
Move to Balance Sheet	(912,600.00)	(1,510,000.00)	(597,400.00)
			<u>-</u>

	<u>Revenue</u>	<u>Expenses</u>	
Culinary Water Fund net change	244,850.00	-	244,850.00
Beginning fund surplus			55,976.00
			<u>300,826.00</u>

Overall fund overage contributed to fund balance

300,826.00

Culinary Water Impact Fee Fund

Revenue adjustments:

Federal Grants	169,850.00	-	(169,850.00)
			<u>(169,850.00)</u>

EXPENDITURE ADJUSTMENTS:

Capital Projects	339,700.00	300,000.00	(39,700.00)
Depreciation Expense	-	8,400.00	8,400.00
			<u>(31,300.00)</u>

	<u>Revenue</u>	<u>Expenses</u>	
CSIF net change	-	(31,300.00)	31,300.00
Beginning fund shortage			(33,450.00)
			<u>(2,150.00)</u>

Overall fund deficit to come from fund balance

(2,150.00)

Sewer Fund:

Expenditure adjustments:

Capital Outlay (Sewer Camera)	-	100,000.00	100,000.00
Move to Balance Sheet	-	(100,000.00)	(100,000.00)
			<u>-</u>

	<u>Revenue</u>	<u>Expenses</u>	
Sewer Fund net change	-	-	-
Beginning fund shortage			(67,041.00)
			<u>(67,041.00)</u>

Overall fund deficit to come from fund balance

(67,041.00)

Capital Improvements Fund:

EXPENDITURE ADJUSTMENTS:

Capital Equipment	-	110,000.00	110,000.00
<i>(Purchase of Police Car - Totaled in Accident) - \$38,000</i>			
<i>(Purchase of Fire Vehicle - F350 - Replace 1997 Vehicle - \$38,000</i>			
<i>(Purchase of Fire Vehicle - F150 - Replace 2002 Vehicle - \$34,000</i>			
			<u>110,000.00</u>
			<u>110,000.00</u>
	<u>Revenue</u>	<u>Expenses</u>	
Capital Improvements Fund net change	-	110,000.00	(110,000.00)
Beginning fund shortage			-
			<u>(110,000.00)</u>
			<u>(110,000.00)</u>

Overall fund deficit to come from fund balance



Mayor
Jamie Nagle

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

MEMORANDUM

To: Mayor and City Council

Subject: Market Analysis for Cost of Living Adjustments (COLA) and Merit Raises

Date: October 4, 2012

Factual Summation:

As per your request, we have conducted a market analysis of any Cost of Living Adjustments and Merit Raises given in the past three years.

Attached is a list of approximately 50 entities that responded to the survey and their respective information. Of those entities, 76% gave COLAs and/or merit raises, 17% were unsure, and 7% did not give a COLA or merit raise in FY2012-2013. The average increase for FY2012-2013 is 3.4%.

We've also included a copy of the Social Security Administration news release announcing their 3.6% COLA in 2012.

Any questions may be directed to Finance Director, Steve Marshall.

No	ENTITY	NAME	Current			Past or Prior			Past or Prior		
			BUDGET YEAR FY2012-2013			BUDGET YEAR FY2011-2012			BUDGET YEAR FY2010-2011		
			COLA	MERIT	COMBO	COLA	MERIT	COMBO	COLA	MERIT	COMBO
1	Eagle Mountain	Jason Walker	3.0%	0.0%		n/a	n/a	n/a	n/a	n/a	n/a
2	American Fork	Melanie Marsh	0.0%	2.0%		n/a	n/a	n/a	n/a	n/a	n/a
3	Taylorsville	Robin Bronson			4%	n/a	n/a	n/a	n/a	n/a	n/a
4	Summit County	Brian Bellamy		3.0%		n/a	n/a	n/a	n/a	n/a	n/a
5	Salt Lake City	David Salazar	unsure	unsure		n/a	n/a	n/a	n/a	n/a	n/a
6	North Ogden City	Debbie Cardenas	0.0%	0.0%		0.0%	0.0%		2.5%	0.0%	
7	Lehi City	Dave Sanderson	0.0%	2.5%		2.0%	0.0%		0.0%	0.0%	
8	Alpine City	Annalisa Beck			2%			2%			2%
9	Ivins City	Alan Rae	0.0%	0.0%		0.0%	0.0%		0.0%	0.0%	
10	Roosevelt City	Justin Johnson	4.0%	Yearly		1.0%	0.0%		0.0%	0.0%	
11	Riverton City	Lisa Dudley	unsure	unsure				3%	0.0%	0.0%	
12	Springville City	Bruce Riddle	unsure	unsure		0.0%	2.0%		0.0%	0.0%	
13	Santa Clara City	Brock Jacobsen	3.0%	3.0%		0.0%	0.0%		0.0%	0.0%	
14	Monticello City	Kelly Pehrson	2.0%	2.0%		2.0%	2.0%		0.0%	0.0%	
15	Saratoga Springs	Spencer Kyle	0.0%	unsure		0.0%	3.0%		0.0%	1.0%	
16	Tremonton	Linsey Nessen	3.0%	2.0%		0.0%	0.0%		0.0%	0.0%	
17	Highland City	Lynn Ruff	0.0%	0.0%				2%	0.0%	0.0%	
18	Lindon City	Kristen Colson	3.0%	2.7%		3.2%	2.7%		0.0%	0.0%	
19	West Point City	Kyle Laws	2.0%	0.0%		0.0%	0.0%		0.0%	0.0%	
20	West Bountiful City	Heidi Voordeckers	0.0%	2.0%		0.0%	0.0%		0.0%	2.0%	
21	Blanding City	Jeremy Redd	3.0%	0.0%		2.0%	0.0%		0.0%	0.0%	
22	Payson City	Dora Edvalson	0.0%	2.5%		0.0%	2.5%		0.0%	2.5%	
23	Farr West City	Lindsay Stratford	unsure	unsure		2.0%	0.0%		0.0%	0.0%	
24	Washington City	Ruth Holyoak	unsure	unsure		0.0%	0.0%		0.0%	0.0%	
25	Hyrum City	Todd Perkins	4.0%	1.0%		0.0%	0.0%		4.0%	0.0%	
26	North Salt Lake City	Brian Passey	n/a	3.7%		1.5%	3.7%		0.0%	3.7%	
27	Spanish Fork City	Kent Clark	unsure	unsure		0.0%	2.0%		0.0%	0.0%	1%
28	Fillmore City	Teresa Alldredge	3.0%	0.0%		3.0%	0.0%		0.0%	0.0%	
29	Ferron City	Adele Justice	3.0%	7.0%		0.0%	0.0%		3.0%	0.0%	
30	South Ogden City	Steve Liebersbach	unsure	unsure		0.0%	0.0%		2.0%	0.0%	
31	Bountiful City	Shannon Cottam	2.0%	5.0%		1.5%	5.0%		0.0%	5.0%	
32	Woods Cross City	Gary Uresk	2.0%	3.0%		0.0%	0.0%		2.0%	0.0%	
33	South Jordan City	Sunil Naidu	0.0%	2.0%		2.0%	0.0%		n/a	n/a	
34	Herriman City	Shauna DeKorver	2.6%	1.4%		1.5%	0.0%				
35	Nephi City	Randy McKnight	1.5%	0.0%							
36	North Logan City	Jeffrey Jorgensen	1.0%	0.0%		0.0%	2.0%				
37	Brigham City	Rick Bosworth	0.0%	2.0%		0.0%	1.6%				
38	Parowan City	Shayne Scott	3.6%	0.0%							
39	Layton	Yearly prorated share of \$200,000 to \$300,000	0.0%	Yearly			Yearly			Yearly	
40	Mount Pleasant		0.0%	3.0%							
41	Heber City		Yes	Yes		Yes					
42	Smithfield		2.0%	Yearly		2.0%	Yearly			Yearly	
43	Clinton City	Amber Fowles Incentive based off of performance, received a	2.0%	2.0%							
44	Beaver	2% to 4% COLA	Incentive	Yearly		3.0%	Yearly		3.0%		
45	South Weber City		3.0%	2.0%		3.0%	5.0%				
46	Ogden		0.0%	2.0%	1%		2.0%		2.0%	2.0%	
			1.6%	1.8%	2.3%	1.0%	1.1%	2.3%	0.7%	0.6%	1.5%
			3.4%			2.1%			1.3%		



News Release

SOCIAL SECURITY

Social Security Announces 3.6 Percent Benefit Increase for 2012

Cost-of-Living Adjustment is First Since 2009

Monthly Social Security and Supplemental Security Income (SSI) benefits for more than 60 million Americans will increase 3.6 percent in 2012, the Social Security Administration announced today.

The 3.6 percent cost-of-living adjustment (COLA) will begin with benefits that nearly 55 million Social Security beneficiaries receive in January 2012. Increased payments to more than 8 million SSI beneficiaries will begin on December 30, 2011.

Some other changes that take effect in January of each year are based on the increase in average wages. Based on that increase, the maximum amount of earnings subject to the Social Security tax (taxable maximum) will increase to \$110,100 from \$106,800. Of the estimated 161 million workers who will pay Social Security taxes in 2012, about 10 million will pay higher taxes as a result of the increase in the taxable maximum.

Information about Medicare changes for 2012, when announced, will be available at www.Medicare.gov. For some beneficiaries, their Social Security increase may be partially or completely offset by increases in Medicare premiums.

The Social Security Act provides for how the COLA is calculated. To read more, please visit www.socialsecurity.gov/cola.

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NOTE TO CORRESPONDENTS: A [fact sheet](#) showing the effect of the various automatic adjustments is attached.



Salary Benchmark Analysis

September 27, 2012

Factual Summation:

The data from this benchmark analysis comes from a Compensation Database in which several entities have subscribed. Each entity enters its own salary information and in turn uses the database for comparative purposes. This database is not all inclusive; however, we feel that there is enough representation that we can conduct a benchmark analysis that will give us a clear picture of how Syracuse City salaries compare to other entities.

The information in this benchmark study is broken down by individual job title and only includes full-time positions that are currently filled. The study has two different benchmark populations in it. First, all salary information colored in white represent entities that are similar in population size to Syracuse City and are located along the Wasatch Front. Second, entities colored in green are located along the Wasatch Front but may not necessarily be comparable in population size to Syracuse City.

A couple of notable disclaimers about this information. First, I have populated the tables with our employees years of service for each job title. However, it is hard to know how long each of the other entities employees have been employed in that same position. Second, we have benchmarked each position based on exact or similar job title. However, it is hard to know if other entity jobs have the same duties as compared to our city.

Any questions about this information can be directed at Finance Director Stephen Marshall.

Benchmark Cities of Similar Population Size and Wastach Front

Entity	Contact	Phone	Population	FTEs	Budget
FARMINGTON, UT	KEITH JOHNSON	451-2383	17000	51	\$0.00
NORTH OGDEN, UT	Annette Spendlove	(801) 737-9830	18000	56	\$7,839,692.00
BRIGHAM CITY, UT	Rick Bosworth	435-734-6613	18279	132	\$38,000,000.00
PAYSON, UT	Dora Edvalson	801-465-5202	18500	108	\$20,000,000.00
HERRIMAN, UT	Cheeryl Jeppson	801-446-5323	22000	61	\$7,000,000.00
CLINTON, UT	Dennis W. Cluff	(801) 614-0700	22879	56	\$12,716,591.00
EAGLE MOUNTAIN, UT	DeAnna Whitney	(801) 789-6604	23000	77	\$25,000,000.00
SOUTH SALT LAKE, UT	Sonya Crouch	801-483-6062	23000	200	\$18,932,000.00
SYRACUSE, UT	Stephen Marshall	801-614-9621	24331	70	\$18,000,000.00
AMERICAN FORK, UT	Melanie Marsh	801-763-3000	25000	115	\$36,000,000.00
HOLLADAY, UT	Stephanie Carlson	801-272-9450	25673	15	\$6,431,285.00
KAYSVILLE, UT	Dean Storey	801- 546-1235	26000	80	\$12,000,000.00
SPRINGVILLE, UT	Troy Fitzgerald	801- 491-7850	26000	211	\$12,000,000.00
MIDVALE, UT	Rori Andreason	801 567-7207	27292	170	\$20,000,000.00
TOOELE, UT	Kami Perkins	435-843-2105	28000	126	\$0.00
CLEARFIELD, UT	Summer Palmer	801-525-2741	29002	181	\$31,425,252.00
SPANISH FORK, UT	Seth Perrins	801-798-5000 X27	31500	153	\$52,300,000.00
NORTH DAVIS FIRE DISTRICT, UT	ROGER BODILY	801-525-2850	32000	21	\$2,747,900.00
ROY, UT	Jill Dean	(801)774-1043	35000	144	\$15,888,387.00
WEBER FIRE DISTRICT, UT	David L. Austin	801-782-3580	42425	60	\$5,286,718.00

Website: <http://www.comp-survey.com/>

Benchmark Cities Along Wastach Front

Entity	Contact	Phone	Population	FTEs	Budget
ALPINE CITY, UT	Ted Stillman	801-756-6347	0	0	\$0.00
FRUIT HEIGHTS, UT	Brandon Green	801-546-0861	0	0	\$0.00
HOOPER CITY, UT	Glenn Barrow	801 732-1064	0	0	\$0.00
HARRISVILLE, UT	Richard Hendrix	801-782-9648	5,020	16	\$2,500,000.00
SUNSET, UT	Linda J. Youngdell	801-614-9102	5,060	18	\$3,976,825.00
WEST BOUNTIFUL, UT	Craig Howe	801 292-4486	5,200	22	\$3,000,000.00
FARR WEST, UT	Lindsay Stratford	801-731-4187	6,000	6	\$1,887,000.00
SOUTH WEBER CITY, UT	Rodger Worthen	801-479-3177	6,500	15	\$1,700,000.00
WOODS CROSS, UT	Gary Uresk	801-292-4421	7,600	24	\$3,000,000.00
RIVERDALE, UT	Stacey Comeau	801-394-5541	8,900	83	\$7,988,850.00
NORTH SALT LAKE, UT	Brian K. Passey	801-936-3877 x105	9,192	41	\$9,018,000.00
WASHINGTON TERRACE, UT	Laura Gamon	801-395-8285	9,599	30	\$9,754,081.00
WEST POINT CITY, UT	Laura Gamon	801-614-5351	10,000	15	\$7,000,000.00
WEST HAVEN, UT	Shanda Reney	801-731-4519	10,500	25	\$0.00
SOUTH OGDEN, UT	Kristen Hansen	801-622-2727	14,400	68	\$7,798,217.00
CENTERVILLE, UT	Blaine Lutz	801-295-3477	15,000	60	\$0.00
HIGHLAND, UT	Lynn Ruff	801-756-5751	15,000	29	\$6,612,910.00
FARMINGTON, UT	KEITH JOHNSON	451-2383	17,000	51	\$0.00
NORTH OGDEN, UT	Annette Spendlove	(801) 737-9830	18,000	56	\$7,839,692.00
BRIGHAM CITY, UT	Rick Bosworth	435-734-6613	18,279	132	\$38,000,000.00
PAYSON, UT	Dora Edvalson	801-465-5202	18,500	108	\$20,000,000.00
SARATOGA SPRINGS, UT	Markette Schwartz	801-766-9793, Ext. 121	20,000	53	\$6,589,501.00
HERRIMAN, UT	Cheeryl Jeppson	801-446-5323	22,000	61	\$7,000,000.00
CLINTON, UT	Dennis W. Cluff	(801) 614-0700	22,879	56	\$12,716,591.00
EAGLE MOUNTAIN, UT	Jason Walker	(801) 789-6604	23,000	80	\$50,000,000.00
SOUTH SALT LAKE, UT	Sonya Crouch	801-483-6062	23,000	200	\$18,932,000.00
SYRACUSE, UT	Stephen Marshall	801-614-9621	24,331	70	\$18,000,000.00
AMERICAN FORK, UT	Melanie Marsh	801-763-3000	25,000	115	\$36,000,000.00
HOLLADAY, UT	Stephanie Carlson	801-272-9450	25,673	15	\$6,431,285.00
KAYSVILLE, UT	Dean Storey	801- 546-1235	26,000	80	\$12,000,000.00

SPRINGVILLE, UT	Troy Fitzgerald	801-491-7850	26,000	211	\$12,000,000.00
MIDVALE, UT	Rori Andreason	801-567-7207	27,292	170	\$20,000,000.00
NORTH VIEW FIRE AGENCY, UT	LYNN FROERER	801-782-8159	28,000	16	\$1,900,000.00
TOOELE, UT	Kami Perkins	435-843-2105	28,000	126	\$0.00
CLEARFIELD, UT	Summer Palmer	801-525-2741	29,002	181	\$31,425,252.00
SPANISH FORK, UT	Seth Perrins	801-798-5000 X27	31,500	153	\$52,300,000.00
NORTH DAVIS FIRE DISTRICT, UT	ROGER BODILY	801-525-2850	32,000	21	\$2,747,900.00
PLEASANT GROVE, UT	Dean Lundell	801-785-5045	32,000	104	\$0.00
COTTONWOOD HEIGHTS, UT	Linda Dunlavy	801-944-7021	34,000	75	\$0.00
ROY, UT	Jill Dean	(801)774-1043	35,000	144	\$15,888,387.00
RIVERTON, UT	Lisa Dudley	(801) 208-3135	38,753	94	\$9,113,401.00
DRAPER, UT	Garth Smith	801-576-6560	42,000	175	\$22,887,000.00
WEBER FIRE DISTRICT, UT	David L. Austin	801-782-3580	42,425	60	\$5,286,718.00
BOUNTIFUL, UT	Shannon Cottam	(801)298-6119	43,350	164	\$47,299,380.00
MURRAY, UT	Mike Terry	801-264-2655	46,746	378	\$40,914,824.00
SOUTH JORDAN, UT	Teresa Cook	801-254-3742 Ext 1356	55,274	309	\$77,281,257.00
LEHI, UT	Judith Johnson	801-768-7100 ext. 2265	60,407	212	\$105,000,000.00
TAYLORSVILLE, UT	Robin Bronson	801-963-5400	62,000	109	\$33,270,155.00
LAYTON, UT	Kiley Day	801-336-3825	68,000	285	\$49,000,000.00
SOUTH DAVIS METRO FIRE AGENCY, UT	Alan Low	801.677.2400	80,000	55	\$3,500,000.00
OGDEN, UT	Leslie Judkins	801-629-8732	82,700	576	\$149,492,475.00
SANDY, UT	Brian Kelley	801-568-7117	87,461	575	\$96,763,652.00
OREM, UT	Bruce Hammond	801-229-7164	88,000	420	\$83,082,000.00
WEST JORDAN, UT	Anna Yu	1-801-569-5030	102,000	428	\$0.00
PROVO, UT	Daniel Softley	801-852-6189	112,909	597	\$36,412,659.00
WEST VALLEY, UT	Aimee Tye Critchley	801-963-3368	125,000	656	\$106,972,863.00
SALT LAKE CITY, UT	DAVID SALAZAR	801-535-7906	187,382	2,593	\$802,714,184.00

JOB TITLE	ADMINISTRATIVE SECRETARY					
REPORTS TO	DEPARTMENT HEAD					
PAY SCALE	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
	\$ 32,282	\$ 39,551	\$ 46,820	\$ 37,736	0 - 13	4 Individuals

BENCHMARK COMPARISON	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
TAYLORSVILLE	45,117.00	56,396.50	67,676.00	61,984.00	EXECUTIVE ASSISANT/Contracts Manager
RIVERDALE	33,966.00	44,387.00	54,808.00	52,873.00	EXECUTIVE ADMINISTRATIVE ASSISTANT
AMERICAN FORK	36,449.70	45,561.87	54,674.04	51,533.46	ADMINISTRATIVE ASST
RIVERTON	39,474.00	44,937.00	50,400.00	48,054.00	Administrative Assistant
SOUTH JORDAN	40,976.00	49,577.00	58,178.00	47,112.00	Support Staff Administrator
HERRIMAN	38,477.71	51,685.40	64,893.09	46,561.15	Administrative Coordinator
COTTONWOOD HEIGHTS	0.00	0.00	0.00	45,927.00	
OREM	32,322.00	40,402.00	48,482.00	45,394.00	
SOUTH SALT LAKE	39,924.00	50,154.00	60,384.00	44,276.00	Administrative Assistant
WEST JORDAN	34,632.00	39,416.00	44,200.00	44,200.00	ADMIN ASSISTANT III
NORTH SALT LAKE	30,118.10	37,034.31	43,950.52	43,950.52	PUBLIC WORKS OFFICE MGR
ROY	32,490.00	39,957.00	47,424.00	43,691.00	OFFICE MANAGER/ADMIN ASSISTANT
NORTH DAVIS FIRE DISTRICT	0.00	0.00	0.00	42,806.00	
BOUNTIFUL	29,566.10	36,671.88	43,777.66	42,400.71	EXECUTIVE SECRETARY II
SOUTH DAVIS METRO FIRE AGENCY	33,114.00	39,616.00	46,118.00	41,593.00	
SALT LAKE CITY	32,656.00	42,099.00	51,542.00	41,163.00	ADMINISTRATIVE SECRETARY I
FARMINGTON	33,494.00	40,412.50	47,331.00	41,130.00	ADMINISTRATIVE SECRETARY
CLEARFIELD	30,597.00	38,261.50	45,926.00	40,382.00	ADMINISTRATIVE ASSISTANT
LEHI	32,971.00	39,572.00	46,173.00	39,932.00	ADMINISTRATIVE ASSISTANT
OGDEN	32,230.00	37,917.50	43,605.00	39,546.00	ADMINISTRATIVE ASSISTANT
HOLLADAY	0.00	0.00	0.00	39,140.00	
EAGLE MOUNTAIN	33,196.00	39,582.00	45,968.00	38,438.00	EXECUTIVE ASSISTANT
WEST VALLEY	30,531.00	37,698.50	44,866.00	38,854.00	EXECUTIVE ADMINISTRATIVE ASSISTANT
SALT LAKE CITY	28,204.00	35,890.00	43,576.00	38,771.00	Senior Secretary
DRAPER	34,029.00	41,635.50	49,242.00	38,610.00	Executive Assistant
PLEASANT GROVE	33,159.78	40,592.56	48,025.35	38,455.95	Administrative Assistant
NORTH OGDEN	32,123.00	41,772.50	51,422.00	37,870.00	ADMINISTRATIVE EXECUTIVE SECRETARY
SYRACUSE	32,282.00	39,551.00	46,820.00	37,736.00	ADMINISTRATIVE SECRETARY
WEBER FIRE DISTRICT	0.00	0.00	0.00	37,502.00	ADMINISTRATIVE ASSISTANT
SPRINGVILLE	36,263.00	43,955.50	51,648.00	36,979.00	EXECUTIVE ASSISTANT
PROVO	29,040.00	34,535.50	40,031.00	36,454.00	DIVISION OFFICE ASSISTANT

SOUTH OGDEN	29,952.00	36,212.50	42,473.00	36,171.00	EXECUTIVE SECRETARY
MIDVALE	33,280.00	43,576.00	53,872.00	36,120.00	Administrative Assistant
BRIGHAM CITY	32,170.00	37,846.50	43,523.00	35,762.00	ADMINISTRATIVE SECRETARY
WEST VALLEY	30,531.00	37,698.50	44,866.00	35,635.00	ADMINISTRATIVE ASSISTANT
NORTH OGDEN	34,596.00	44,362.50	54,129.00	34,596.00	ADMINISTRATIVE/EXECUTIVE ASSISTANT/OFFICE MANAGER
HARRISVILLE	0.00	0.00	0.00	34,486.00	POLICE ASSISTANT
TAYLORSVILLE	26,322.00	32,244.50	38,167.00	33,344.00	Community/Economic Development Secretary
PAYSON	29,261.00	33,151.00	37,041.00	33,072.00	DEPARTMENT SECRETARY
AMERICAN FORK	28,336.62	35,421.03	42,505.44	32,503.32	PW & REC SECRETARY
SARATOGA SPRINGS	0.00	0.00	0.00	32,458.00	ADMINISTRATIVE ASSISTANT
KAYSVILLE	25,084.00	31,759.23	38,434.45	31,362.00	Secretary
HARRISVILLE	0.00	0.00	0.00	30,867.00	PLANNING SECRETARY
HERRIMAN	29,307.62	36,292.05	43,276.48	30,485.94	Administrative Technician II
LEHI	28,238.00	33,179.50	38,121.00	30,186.00	ADMINISTRATIVE SECRETARY
HOLLADAY	0.00	0.00	0.00	28,080.00	
COTTONWOOD HEIGHTS	0.00	0.00	0.00	26,126.00	ADMINISTRATIVE ASSISTANT
SARATOGA SPRINGS	0.00	0.00	0.00	20,142.00	

JOB TITLE**BILLING CLERK****REPORTS TO****UTILITY SUPERVISOR****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX
\$ 27,892.80	\$ 34,175.00	\$ 40,456.00

ACTUAL SALARY
\$ 35,609.60

YEARS OF SERVICE WITH CITY
6

Notes

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
RIVERDALE	27,706.00	35,797.00	43,888.00	43,888.00	UTILITIES CLERK
SUNSET	24,274.00	34,310.00	44,346.00	43,139.00	Utility Billing / AP Clerk
FARMINGTON	33,494.00	40,412.50	47,331.00	42,010.00	UTILITY BILLING CLERK III
PLEASANT GROVE	28,593.40	35,002.73	41,412.05	41,412.05	BILLING CLERK
WEST JORDAN	31,387.00	37,793.50	44,200.00	41,151.00	UTILITY REPRESENTATIVE I
KAYSVILLE	27,601.00	34,935.07	42,269.14	41,038.00	Billing Clerk
SPANISH FORK	31,531.00	39,413.50	47,296.00	38,644.00	BILLING TECHNICIAN
MURRAY	30,035.00	37,544.00	45,053.00	37,544.00	CSR/BILLING EDITOR - GRADE 11
SANDY	23,774.00	30,659.00	37,544.00	36,192.00	UTILITY BILLING ACCOUNT SUPERVISOR
SYRACUSE	27,892.00	34,175.00	40,458.00	35,609.60	Utilities Billing Clerk
PAYSON	29,873.00	33,757.00	37,641.00	35,381.00	UTILITY BILLING CLERK
MIDVALE	27,222.00	35,581.00	43,940.00	35,192.00	UTILITY BILLING CLERK/CASHIER
WEST BOUNTIFUL	30,554.00	37,977.50	45,401.00	35,097.00	RECEPTIONIST/SECRETARY
OGDEN	27,114.00	31,898.50	36,683.00	34,984.00	ACCOUNT CLERK
PROVO	27,657.00	32,891.00	38,125.00	34,630.00	CUSTOMER SERVICES REPRESENTATIVE III
TOOELE	32,587.98	40,670.97	48,753.96	34,221.00	ACCOUNTING TECHNICIAN
CLEARFIELD	25,251.00	31,564.00	37,877.00	34,133.00	UTILITY BILLING CLERK II
RIVERTON	28,508.00	32,454.00	36,400.00	33,178.00	UTILITY BILLING CLERK/ Business License Specialist
LAYTON	28,621.00	34,345.50	40,070.00	32,488.00	UTILITY CLERK
BRIGHAM CITY	29,144.00	34,287.00	39,430.00	32,302.00	BILLING CLERK
SOUTH JORDAN	27,976.00	33,852.00	39,728.00	28,926.00	Utility Billing Clerk
ROY	27,955.00	34,392.50	40,830.00	27,955.00	CUSTOMER SERVICE CLERK/BILLING ASSISTANT
WEST VALLEY	27,142.00	33,513.50	39,885.00	27,142.00	UTILITY BILLING CLERK
NORTH OGDEN	24,711.00	31,977.50	39,244.00	26,000.00	BILLING CLERK
WEST POINT CITY	19,968.00	21,990.00	24,012.00	22,048.00	Utility Billing/Administration Assistant
WASHINGTON TERRACE	21,528.00	25,852.00	30,176.00	20,150.00	UTILITY BILLING CLERK

JOB TITLE**BILLING SUPERVISOR****REPORTS TO****FINANCE DIRECTOR****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 39,270.00	\$ 48,110.00	\$ 56,950.00	\$ 39,270.00	4	

**BENCHMARK
COMPARISON**

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
PROVO	47,302.00	56,254.50	65,207.00	63,617.00	CUSTOMER SERVICES MANAGER
OGDEN	49,041.00	57,695.50	66,350.00	61,838.00	UTILITY ACCOUNTING SUPERVISOR
MURRAY	44,096.00	55,120.00	66,144.00	60,112.00	CUSTOMER SERVICE SUPERVISOR - GRADE 19
PLEASANT GROVE	40,402.43	49,457.79	58,513.15	49,431.65	BILLING SUPERVISOR
SOUTH SALT LAKE	36,276.00	45,576.00	54,876.00	44,616.00	UTILITY SERVICE SPECIALIST
RIVERTON	35,087.00	39,943.50	44,800.00	42,120.00	UTILITY BILLING SUPERVISOR
SYRACUSE	39,270.00	48,110.00	56,950.00	39,270.00	UTILILTY BILLING SUPERVISOR
ROY	36,338.00	44,689.00	53,040.00	36,338.00	UTILITY BILLING SUPERVISOR / CITY TREASURER
PAYSON	29,873.00	33,757.00	37,641.00	35,381.00	Utility Billing Clerk
CLINTON	30,472.00	37,429.50	44,387.00	24,860.00	ASST TREASURER

JOB TITLE**BUILDING OFFICIAL****REPORTS TO****COMMUNITY & ECONOMIC DEV. DIRECTOR****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 45,468.80	\$ 55,702.40	\$ 65,936.00	\$ 48,027.00	1	

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
SALT LAKE CITY	71,947.00	95,284.50	118,622.00	105,206.00	BUILDING OFFICIAL
SANDY	56,430.00	72,768.50	89,107.00	89,107.00	CHIEF BUILDING OFFICIAL
OREM	59,934.00	74,917.00	89,900.00	87,652.00	BUILDING SAFETY DIVISION MANAGER
WEST VALLEY	59,472.00	73,433.00	87,394.00	85,262.00	CHIEF BUILDING OFFICIAL
MURRAY	62,005.00	77,521.50	93,038.00	85,197.00	CHIEF BUILDING OFFICIAL - GRADE 26
TAYLORSVILLE	58,497.00	74,584.00	90,671.00	84,178.00	
DRAPER	60,258.00	73,815.76	87,373.52	83,990.00	Chief Building Official
SOUTH JORDAN	59,987.00	72,581.50	85,176.00	83,013.00	CHIEF BUILDING OFFICIAL
EAGLE MOUNTAIN	64,272.00	75,519.60	86,767.20	82,846.40	BUILDING OFFICIAL
WEST JORDAN	64,210.00	73,081.00	81,952.00	81,952.00	BUILDING OFFICIAL
MIDVALE	50,180.00	65,962.00	81,744.00	81,734.00	BUILDING OFFICIAL
RIVERTON	53,540.00	68,466.00	83,392.00	80,361.00	BUILDING OFFICIAL
HERRIMAN	51,867.71	60,747.86	69,628.00	79,654.02	Building Official
NORTH SALT LAKE	51,200.66	63,146.20	75,091.73	75,091.73	CHIEF BUILDING OFFICIAL
BOUNTIFUL	50,583.72	62,675.51	74,767.30	74,767.30	BUILDING INSPECTOR
SARATOGA SPRINGS	0.00	0.00	0.00	74,309.00	BUILDINGOFFICIAL
KAYSVILLE	49,233.00	62,322.74	75,412.48	73,216.00	Building Official
LAYTON	60,786.00	72,943.50	85,101.00	72,970.00	CHIEF BUILDING INSPECTOR
OGDEN	54,132.00	63,685.00	73,238.00	70,224.00	LEAD INSPECTOR/BUILDING OFFICIAL
AMERICAN FORK	52,120.98	65,150.97	78,180.96	68,358.36	CHIEF BLDG OFFICIAL
SPRINGVILLE	52,380.00	64,861.50	77,343.00	67,475.00	CHIEF BUILDING INSPECTOR
BRIGHAM CITY	58,974.00	73,717.50	88,461.00	66,955.00	COUMMUNITY DEVELOPMENT MANAGER
NORTH OGDEN	48,081.00	59,620.50	71,160.00	66,551.00	CHIEF BUILDING OFFICIAL
SOUTH SALT LAKE	48,696.00	61,176.00	73,656.00	65,448.00	BUILDING OFFICIAL
CLINTON	49,462.00	60,767.00	72,072.00	65,282.00	CHIEF BLDG INSPECTOR
SOUTH OGDEN	51,937.00	62,836.50	73,736.00	64,168.00	CHIEF BUILDING OFFICIAL
FARMINGTON	51,625.00	62,575.50	73,526.00	63,083.00	Building Official
PROVO	57,496.00	68,377.50	79,259.00	61,917.00	CHIEF BUILDING OFFICIAL
SPANISH FORK	48,116.00	60,145.00	72,174.00	61,325.00	CHIEF BUILDING OFFICIAL
CLEARFIELD	49,587.00	61,984.00	74,381.00	61,089.00	BUILDING OFFICIAL
WASHINGTON TERRACE	52,208.00	54,205.00	56,202.00	53,955.00	CHIEF BUILDING OFFICIAL/PLANNING
SYRACUSE	45,468.80	55,702.40	65,936.00	48,027.20	BUILDING OFFICIAL

JOB TITLE**BUILDING PERMIT TECHNICIAN****REPORTS TO****COMMUNITY & ECONOMIC DEV. DIRECTOR****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 29,286.00	\$ 35,880.00	\$ 42,474.00	\$ 40,810.00	13	

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
WEST VALLEY	31,753.00	39,206.50	46,660.00	46,660.00	PERMIT SUPERVISOR
TAYLORSVILLE	30,271.00	37,081.50	43,892.00	42,952.00	Building Permit Technician
SYRACUSE	29,286.00	35,880.00	42,474.00	40,810.00	BUILDING PERMIT TECHNICIAN
RIVERTON	32,456.00	36,948.00	41,440.00	38,799.00	Building Permit Technician
SARATOGA SPRINGS	0.00	0.00	0.00	38,613.00	PERMIT TECHNICIAN
DRAPER	30,930.00	37,888.96	44,847.92	38,126.00	Building Inspection Coordinator
SOUTH SALT LAKE	29,892.00	37,554.00	45,216.00	37,872.00	BUILDING SECRETARY/PERMIT TECHNICIAN
HERRIMAN	26,528.68	35,607.10	44,685.52	37,682.55	Permit Technician I & II
OGDEN	29,198.00	34,351.00	39,504.00	35,847.00	DEVELOPMENT SERVICES TECHNICIAN
SANDY	27,456.00	35,401.50	43,347.00	34,944.00	PERMIT TECHNICIAN
LAYTON	28,379.00	34,054.50	39,730.00	34,619.00	SECRETARY II (BLDG PERMIT TECH)
CLEARFIELD	25,251.00	31,564.00	37,877.00	33,550.00	BUILDING PERMIT SPECIALIST
SOUTH JORDAN	27,976.00	33,852.00	39,728.00	31,699.00	Building Permit Technician

JOB TITLE**BUSINESS LICENSE SPECIALIST****REPORTS TO****COMMUNITY & ECONOMIC DEV. DIRECTOR****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 32,282.00	\$ 39,551.00	\$ 46,820.00	\$ 32,282.00	5	

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
SANDY	35,734.00	46,082.00	56,430.00	48,381.00	BUSINESS LICENSE ADMINISTRATOR
WEST JORDAN	40,165.00	45,718.50	51,272.00	46,488.00	BUSINESS LICENSE COORDINATOR
CLEARFIELD	35,381.00	44,241.50	53,102.00	46,000.00	BUSINESS LICENSE/CDBG COORDINATOR
WEST VALLEY	31,753.00	39,206.50	46,660.00	44,412.00	ASST BUSINESS LICENSE COORD
COTTONWOOD HEIGHTS	0.00	0.00	0.00	43,134.00	
OREM	32,322.00	40,402.00	48,482.00	41,816.00	BUSINESS LICENSE SPECIALIST
SOUTH SALT LAKE	32,904.00	41,340.00	49,776.00	40,464.00	BUSINESS LICENSE OFFICIAL
MURRAY	34,653.00	43,326.50	52,000.00	37,877.00	BUSINESS LICENSE SPECIALIST - GRADE 14
SALT LAKE CITY	27,912.00	33,672.00	39,432.00	37,190.00	BUSINESS LICENSE PROCESSOR
OGDEN	29,198.00	34,351.00	39,504.00	36,748.00	BUSINESS LICENSE TECHNICIAN
PROVO	30,492.00	36,262.50	42,033.00	36,425.00	BUSINESS LICENSE TECHNICIAN
PAYSON	29,873.00	33,757.00	37,641.00	34,819.00	BUSINESS LICENCE/RETENTION SPECIALIST
HERRIMAN	33,913.78	45,365.32	56,816.86	35,627.70	Business License Official
DRAPER	30,930.00	37,888.96	44,847.92	34,736.00	Business License Official
TAYLORSVILLE	30,271.00	37,081.50	43,892.00	33,280.00	BUSINESS LICENSE CLERK
SYRACUSE	32,282.00	39,551.00	46,820.00	32,282.00	BUSINESS LICENSE CLERK
LAYTON	28,379.00	34,054.50	39,730.00	29,470.00	SECRETARY II (BUS LICENSE SPEC)
MIDVALE	27,222.00	35,581.00	43,940.00	22,994.00	BUSINESS LICENSE ADMINISTRATOR

JOB TITLE**CITY ATTORNEY****REPORTS TO****CITY MANAGER****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 66,973.00	\$ 82,041.50	\$ 97,110.00	\$ 64,163.00	0.75	

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
SANDY	83,658.00	107,890.00	132,122.00	147,014.00	CITY ATTORNEY
SALT LAKE CITY	96,429.00	175,011.50	253,594.00	140,650.00	CITY ATTORNEY
MURRAY	96,262.00	120,317.50	144,373.00	137,446.00	CITY ATTORNEY - GRADE 35
LAYTON	89,473.00	111,841.50	134,210.00	133,922.00	CITY ATTORNEY (DEPART. HEAD)
BOUNTIFUL	86,503.46	109,609.28	132,715.11	132,715.11	CITY ATTORNEY (DEPART. HEAD)
SOUTH SALT LAKE	89,002.00	115,703.00	142,404.00	129,780.00	CITY ATTORNEY
MIDVALE	127,500.00	127,500.00	127,500.00	127,500.00	City Attorney
OREM	85,642.00	107,053.00	128,464.00	126,322.00	CITY ATTORNEY
RIVERTON	103,509.00	117,834.50	132,160.00	124,673.00	City Attorney
SOUTH JORDAN	88,982.00	107,671.00	126,360.00	122,470.00	Assistant City Manager/General Counsel
OGDEN	95,522.00	112,379.00	129,236.00	119,000.00	CITY ATTORNEY (DEPT HEAD)
PROVO	74,191.00	102,754.50	131,318.00	118,554.00	CITY ATTORNEY
DRAPER	97,053.00	118,889.78	140,726.56	116,626.00	City Attorney
ROY	79,290.00	98,207.50	117,125.00	115,190.00	CITY ATTORNEY
SPANISH FORK	80,743.00	100,929.00	121,115.00	114,050.00	CITY ATTORNEY
RIVERDALE	73,466.00	95,118.50	116,771.00	109,262.00	City Attorney/Prosecutor
WEST JORDAN	95,326.00	108,492.50	121,659.00	105,102.00	CITY ATTORNEY
SOUTH OGDEN	79,694.00	93,958.00	108,222.00	101,129.00	CITY ATTORNEY
PLEASANT GROVE	78,693.35	94,943.19	111,193.03	100,735.98	CITY ATTORNEY (DEPARTMENT HEAD)
CLEARFIELD	84,718.00	105,892.50	127,067.00	100,000.00	CITY ATTORNEY
SARATOGA SPRINGS	0.00	0.00	0.00	99,153.00	
WEST VALLEY	99,025.00	122,271.00	145,517.00	99,028.00	CITY ATTORNEY (DEPART. HEAD)
SPRINGVILLE	74,874.00	94,701.50	114,529.00	98,696.00	CITY ATTORNEY
LEHI	90,286.00	110,609.00	130,932.00	94,744.00	CITY ATTORNEY
TOOELE	62,332.20	77,830.59	93,328.98	93,328.98	CITY ATTORNEY
PAYSON	78,382.00	89,703.00	101,024.00	90,958.00	CITY ATTORNEY
SYRACUSE CITY	66,973.00	82,041.50	97,110.00	70,000.00	CITY ATTORNEY

JOB TITLE**CITY MANAGER****REPORTS TO****MAYOR & COUNCIL****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 85,476.00	\$ 104,708.50	\$ 123,941.00	\$ 100,000.00	1.75	

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
LAYTON	86,632.00	125,266.00	163,900.00	163,900.00	CITY MANAGER
BOUNTIFUL	105,151.28	133,275.20	161,399.13	161,399.13	CITY MANAGER/ADMINISTRATOR
SANDY	91,187.00	117,582.50	143,978.00	154,211.00	CHIEF ADMINISTRATIVE OFFICER
WEST VALLEY	115,846.00	143,040.50	170,235.00	153,004.00	CITY MANAGER
RIVERTON	118,421.00	135,000.00	151,579.00	140,000.00	CITY MANAGER
SOUTH JORDAN	0.00	0.00	0.00	135,387.00	CITY MANAGER
MIDVALE	86,450.00	113,932.00	141,414.00	134,589.00	CITY MANAGER
OREM	100,492.00	125,615.00	150,738.00	134,560.00	CITY MANAGER
OGDEN	124,000.00	129,000.00	134,000.00	134,000.00	CHIEF ADMINISTRATIVE OFFICER
PROVO	77,901.00	107,892.50	137,884.00	132,341.00	CHIEF ADMINISTRATIVE OFFICER
LEHI	97,560.00	119,520.50	141,481.00	128,750.00	CITY ADMINISTRATOR
PLEASANT GROVE	86,862.60	106,334.01	125,805.43	125,805.43	CITY ADMINISTRATOR
SPRINGVILLE	82,943.00	104,894.00	126,845.00	124,904.00	CITY ADMINISTRATOR
TAYLORSVILLE	85,610.00	109,901.50	134,193.00	123,573.00	CITY ADMINISTRATOR
NORTH SALT LAKE	0.00	0.00	0.00	119,364.00	CITY MGER/ADMINISTRATOR
SPANISH FORK	93,261.00	116,576.00	139,891.00	119,111.00	CITY MGER/ADMINISTRATOR
ROY	85,883.00	106,381.50	126,880.00	118,622.00	CITY MANAGER
WOODS CROSS	0.00	0.00	0.00	118,144.00	CITY ADMINISTRATOR
CLINTON	84,261.00	103,511.50	122,762.00	115,670.00	CITY MANAGER/RECORDER
COTTONWOOD HEIGHTS	0.00	0.00	0.00	115,625.00	
HERRIMAN	88,245.25	109,337.08	130,428.90	115,518.62	City Manager
EAGLE MOUNTAIN	94,651.00	111,222.50	127,794.00	115,356.00	CITY ADMINISTRATOR
RIVERDALE	81,619.00	105,684.50	129,750.00	115,024.00	CITY ADMINISTRATOR
HOLLADAY	0.00	0.00	0.00	112,499.00	CITY ADMINISTRATOR/CITY RECORDER
SARATOGA SPRINGS	0.00	0.00	0.00	108,454.00	CITY MANAGER
CENTERVILLE	77,152.80	94,516.26	111,879.72	108,453.56	CITY MANAGER

CLEARFIELD	88,982.00	111,217.50	133,453.00	103,000.00 CITY MANAGER
KAYSVILLE	69,148.00	87,501.58	105,855.16	102,772.00 City Manager
FARMINGTON	84,667.00	103,131.50	121,596.00	100,006.00 CITY MANAGER
SYRACUSE	85,476.00	104,708.50	123,941.00	100,000.00 CITY MANAGER
SOUTH OGDEN	78,520.00	96,553.50	114,587.00	98,217.00 CITY MANAGER
BRIGHAM CITY	86,252.00	107,815.50	129,379.00	93,246.00 CITY ADMINISTRATOR
WEST POINT CITY	70,741.00	81,620.50	92,500.00	92,500.00 CITY MANAGER
PAYSON	85,971.00	98,884.00	111,797.00	88,740.00 CITY MANAGER
NORTH OGDEN	82,136.00	99,795.00	117,454.00	86,696.00 CITY MANAGER
WEST BOUNTIFUL	66,994.00	83,272.00	99,550.00	84,965.00 CITY ADMINISTRATOR
WASHINGTON TERRACE	62,899.00	78,249.50	93,600.00	82,500.00 CITY MANAGER
SOUTH WEBER CITY	70,351.00	89,966.50	109,582.00	82,493.00 City Manager
HARRISVILLE	0.00	0.00	0.00	49,920.00

JOB TITLE**CITY RECORDER****REPORTS TO****CITY MANAGER****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 57,854.00	\$ 70,871.00	\$ 83,888.00	\$ 64,163.00	6	

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
MIDVALE	73,190.00	96,369.00	119,548.00	88,735.00	CITY RECORDER/HR Director
WEST JORDAN	69,139.00	78,696.50	88,254.00	88,254.00	CITY RECORDER
WEST VALLEY	72,357.00	89,342.50	106,328.00	87,268.00	CITY RECORDER
SALT LAKE CITY	65,270.00	86,424.00	107,578.00	84,198.00	CITY RECORDER
AMERICAN FORK	60,010.68	75,012.84	90,015.00	82,084.50	CITY RECORDER
RIVERTON	71,052.63	80,886.32	90,720.00	81,175.00	City Recorder
SOUTH SALT LAKE	50,887.00	66,153.50	81,420.00	76,536.00	CITY RECORDER
EAGLE MOUNTAIN	51,418.00	60,416.00	69,414.00	70,720.00	CITY RECORDER
OGDEN	67,604.00	79,534.00	91,464.00	68,000.00	CITY RECORDER
TAYLORSVILLE	50,867.00	64,855.50	78,844.00	67,371.00	CITY RECORDER
LEHI	52,487.00	62,995.00	73,503.00	66,913.00	CITY RECORDER
LAYTON	49,701.00	59,641.50	69,582.00	64,306.00	CITY RECORDER
SYRACUSE	57,854.00	70,871.00	83,888.00	64,163.00	
OREM	45,782.00	57,228.00	68,674.00	64,095.00	CITY RECORDER
MURRAY	62,005.00	77,521.50	93,038.00	62,816.00	CITY RECORDER - GRADE 26
CLEARFIELD	52,021.00	65,041.50	78,062.00	62,691.00	CITY RECORDER
SOUTH JORDAN	45,074.00	54,538.00	64,002.00	59,946.00	City Recorder
SPRINGVILLE	47,286.00	57,298.00	67,310.00	59,113.00	CITY RECORDER
NORTH OGDEN	55,959.00	70,508.50	85,058.00	56,258.00	CITY RECORDER/HR DIRECTOR
DRAPER	49,816.00	61,024.60	72,233.20	55,536.00	City Recorder
TOOELE	49,221.12	61,473.36	73,725.60	53,825.40	CITY RECORDER
HOLLADAY	0.00	0.00	0.00	52,915.00	CITY RECORDER
HERRIMAN	44,090.18	54,438.08	64,785.97	50,410.26	CITY RECORDER
RIVERDALE	43,576.00	56,981.50	70,387.00	46,737.00	CITY RECORDER
SANDY	40,019.00	51,604.50	63,190.00	46,571.00	CITY RECORDER
SARATOGA SPRINGS	0.00	0.00	0.00	41,911.00	CITY RECORDER
WASHINGTON TERRACE	28,600.00	35,318.50	42,037.00	41,600.00	CITY RECORDER
HARRISVILLE	0.00	0.00	0.00	35,256.00	

JOB TITLE

COMMUNITY & ECONOMIC DEV. DIRECTOR

REPORTS TO

CITY MANAGER

PAY SCALE

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 57,854.00	\$ 70,871.00	\$ 83,888.00	\$ 61,108.00	2	

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
SALT LAKE CITY	96,429.00	175,011.50	253,594.00	142,605.00	DIRECTOR OF CED
WEST VALLEY	95,217.00	117,568.50	139,920.00	126,761.00	CED DIRECTOR
OREM	85,642.00	107,053.00	128,464.00	126,322.00	DEVELOPMENT SERVICES DIRECTOR
SANDY	77,896.00	100,453.50	123,011.00	124,987.00	COMMUNITY DEVELOPMENT DIRECTOR
MIDVALE	79,560.00	104,767.00	129,974.00	123,689.00	Community & Economic Development Director
WEST JORDAN	92,997.00	105,841.00	118,685.00	118,685.00	DIRECTOR OF COMMUNITY DEVELOPMENT
LAYTON	80,614.00	100,767.50	120,921.00	111,515.00	COMMUNITY DEVEL DIRECTOR
HERRIMAN	75,669.98	93,644.51	111,619.04	109,905.12	Community Development Director
SPRINGVILLE	71,155.00	89,989.00	108,823.00	108,821.00	COMMUNITY DEVELOPMENT DIRECTOR
ROY	72,675.00	90,032.50	107,390.00	107,390.00	COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
PROVO	67,293.00	93,201.00	119,109.00	103,614.00	COMMUNITY DEVELOPMENT DIRECTOR
DRAPER	80,205.00	98,250.98	116,296.96	94,598.00	Community Development Director
TAYLORSVILLE	65,978.00	85,771.50	105,565.00	94,478.00	COMMUNITY DEVELOPMENT DIRECTOR
RIVERDALE	66,102.00	85,602.00	105,102.00	94,120.00	COMMUNITY DEVELOPMENT DIRECTOR
CLINTON	69,410.00	85,270.00	101,130.00	93,414.00	COMMUNITY DEVELOPMENT DIRECTOR
OGDEN	67,604.00	79,534.00	91,464.00	86,700.00	COMMUNITY DEVELOPMENT MGR.
PAYSON	71,310.00	81,329.00	91,348.00	84,988.00	DEVELOPMENT SERVICES & PUBLIC WKS DIR
SOUTH JORDAN	81,619.00	98,758.50	115,898.00	84,968.00	Director of Community Development
WOODS CROSS	57,684.00	71,154.00	84,624.00	84,635.00	COMMUNITY DEVELOPMENT DIRECTOR
FARMINGTON	66,106.00	80,324.50	94,543.00	84,293.00	CITY PLANNER/COMMUNITY DEVEL DIRECTOR
TOOELE	62,332.20	77,830.59	93,328.98	83,697.12	COMMUNITY DEVELOPMENT DIRECTOR
CENTERVILLE	57,344.40	70,249.95	83,155.50	81,785.43	COMMUNITY DEVELOPMENT DIRECTOR
SOUTH SALT LAKE	67,299.00	87,488.50	107,678.00	78,000.00	COMMUNITY DEVELOPMENT DIRECTOR
PLEASANT GROVE	66,201.68	81,041.63	95,881.58	76,773.53	
HOLLADAY	0.00	0.00	0.00	76,309.00	COMMUNITY DEVELOPMENT DIRECTOR
COTTONWOOD HEIGHTS	0.00	0.00	0.00	69,959.00	
MURRAY	68,411.00	85,519.00	102,627.00	69,285.00	COMMUNITY & ECONOMIC DEVELOPMENT MANAGER
BRIGHAM CITY	58,974.00	73,717.50	88,461.00	66,955.00	COUMMUNITY DEVELOPMENT MANAGER
CLEARFIELD	54,621.00	68,286.50	81,952.00	65,574.00	Development Serivce Manager
SYRACUSE	57,854.00	70,871.00	83,888.00	61,108.00	COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR

JOB TITLE**COURT CLERK SUPERVISOR****REPORTS TO****CITY RECORDER****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 35,610.00	\$ 43,628.00	\$ 51,646.00	\$ 47,632.00	12	

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
CENTERVILLE	33,326.46	40,824.48	48,322.50	39,118.12	COURT CLERK SUPERVISOR
CLEARFIELD	35,381.00	44,241.50	53,102.00	44,241.00	COURT CLERK SUPERVISOR
CLINTON	40,747.00	50,055.00	59,363.00	50,669.00	COURT ADMINISTRATOR
HOLLADAY	0.00	0.00	0.00	43,680.00	COURT CLERK SUPERVISOR
MIDVALE	27,222.00	35,581.00	43,940.00	24,190.00	Lead Court Clerk
NORTH OGDEN	34,595.00	44,362.00	54,129.00	34,922.00	COURT CLERK CORDINATOR
NORTH SALT LAKE	35,948.26	44,385.95	52,823.65	50,831.20	COURT CLERK SUPERVISOR
OGDEN	39,269.00	46,198.50	53,128.00	50,729.00	CHIEF COURT CLERK
PAYSON	33,967.00	38,670.50	43,374.00	34,883.00	LEAD JUSTICE COURT CLERK
PLEASANT GROVE	31,561.80	38,636.35	45,710.90	45,710.90	COURT CLERK SUPERVISOR
PROVO	37,063.00	44,077.00	51,091.00	37,063.00	JUSTICE COURT CHIEF CLERK
RIVERDALE	34,278.00	43,981.00	53,684.00	47,964.00	COURT COORDINATOR
ROY	33,259.00	40,903.00	48,547.00	39,333.00	COURT CLERK SUPERVISOR
SALT LAKE CITY	0.00	0.00	0.00	0.00	
SANDY	35,734.00	46,082.00	56,430.00	48,381.00	JUSTICE COURT SUPERVISOR
SOUTH JORDAN	40,976.00	49,577.00	58,178.00	42,037.00	Justice Court Administrator
SOUTH OGDEN	33,571.00	41,714.00	49,857.00	37,502.00	COURT CLERK SUPERVISOR
SPRINGVILLE	33,064.00	40,070.00	47,076.00	44,366.00	
SUNSET	26,728.00	37,533.50	48,339.00	36,670.00	COURT CLERK SUPERVISOR
SYRACUSE	35,610.00	43,628.00	51,646.00	47,632.00	COURT CLERK SUPERVISOR
TAYLORSVILLE	39,232.00	50,167.00	61,102.00	43,243.00	Clerk of the Court
WASHINGTON TERRACE	26,936.00	34,039.00	41,142.00	39,499.00	Court Clerk
WEST JORDAN	41,163.00	46,852.00	52,541.00	52,541.00	COURT CLERK SUPERVISOR
WEST VALLEY	35,717.00	44,101.50	52,486.00	44,816.00	Chief Deputy Clerk
WOODS CROSS	36,228.00	44,964.00	53,700.00	53,726.00	COURT ADMINISTRATOR

JOB TITLE

DETECTIVE

REPORTS TO

POLICE CHIEF

PAY SCALE

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 37,398.00	\$ 45,812.00	\$ 54,226.00	\$ 42,661.00	7.5 Average	2 Individuals

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
KAYSVILLE	36,816.00	46,601.68	56,387.35	54,745.00	Police Detective
CENTERVILLE	40,590.90	49,720.92	58,850.94	53,383.42	POLICE OFFICER III
CLINTON	38,813.00	47,673.50	56,534.00	52,229.00	DETECTIVE/POLICE OFFICER
LAYTON	46,762.00	56,114.50	65,467.00	51,728.00	PO III DETECTIVE
FARMINGTON	40,317.00	48,738.50	57,160.00	51,531.00	CORPORAL / DETECTIVE
NORTH SALT LAKE	43,966.76	54,224.35	64,481.94	51,209.80	CORPORAL/DETECTIVE I I
PLEASANT GROVE	39,417.40	48,251.88	57,086.35	48,655.73	DETECTIVE
TOOELE	0.00	0.00	0.00	47,863.50	DETECTIVE
AMERICAN FORK	36,449.70	45,561.87	54,674.04	45,571.56	POLICE DET/INVESTIG
PAYSON	36,874.00	41,657.50	46,441.00	43,749.00	POLICE DETECTIVE
SYRACUSE	37,398.00	45,812.00	54,226.00	42,661.00	DETECTIVE
NORTH OGDEN	38,574.00	49,652.00	60,730.00	42,102.00	DETECTIVE
SARATOGA SPRINGS		0.00	0.00	41,911.00	

JOB TITLE**FINANCE DIRECTOR****REPORTS TO****CITY MANAGER****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 70,332.00	\$ 86,149.50	\$ 101,967.00	\$ 73,838.00	1.5	

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
SANDY	77,896.00	100,453.50	123,011.00	128,606.00	FINANCE & INFORMATION SERVICES DIRECTOR
SALT LAKE CITY	96,428.00	175,010.50	253,593.00	122,574.00	Fiance Director
WEST VALLEY	88,033.00	108,698.50	129,364.00	117,198.00	FINANCE DIRECTOR
LEHI	83,554.00	102,362.00	121,170.00	113,705.00	FINANCE/ADMINISTRATIVE SERVICES DIRECTOR
SOUTH SALT LAKE	77,393.00	100,611.00	123,829.00	103,656.00	FINANCE DIRECTOR
MURRAY	87,256.00	109,075.00	130,894.00	103,043.00	FINANCE DIRECTOR - GRADE 33
RIVERTON	86,842.00	98,861.00	110,880.00	101,892.00	Finance Director
PLEASANT GROVE	66,201.68	81,041.63	95,881.58	100,735.98	FINANCE DIRECTOR
BOUNTIFUL	64,559.24	81,808.37	99,057.50	99,057.50	CITY RECORDER/FINANCE DIRECTOR
SPANISH FORK	73,334.00	91,667.50	110,001.00	98,084.00	FINANCE DIRECTOR
DRAPER	80,205.00	98,250.98	116,296.96	97,198.00	Finance Director
NORTH SALT LAKE	60,630.01	75,206.43	89,782.84	94,956.30	FINANCE DIRECTOR
CENTERVILLE	66,510.12	81,478.11	96,446.10	94,439.02	FINANCE DIR/ASST. CITY MANAGER
PROVO	58,131.00	80,511.00	102,891.00	93,510.00	DIVISION DIRECTOR - FINANCE
LAYTON	79,198.00	98,997.50	118,797.00	92,421.00	FINANCE DIRECTOR
RIVERDALE	66,102.00	85,602.00	105,102.00	91,499.00	Business Administrator
OGDEN	67,604.00	79,534.00	91,464.00	91,464.00	FINANCE MANAGER/COMPROLLER
SPRINGVILLE	67,616.00	85,520.50	103,425.00	90,866.00	FINANCE DIRECTOR
COTTONWOOD HEIGHTS	0.00	0.00	0.00	87,295.00	
FARMINGTON	74,814.00	91,012.50	107,211.00	86,944.00	FINANCE DIRECTOR
AMERICAN FORK	71,415.30	89,269.38	107,123.46	86,922.36	FINANCE/BDGT OFFICER
SOUTH JORDAN	81,619.00	98,758.50	115,898.00	85,176.00	Director of Finance
BRIGHAM CITY	69,978.00	87,473.00	104,968.00	84,947.00	FINANCE DIRECTOR
KAYSVILLE	56,992.00	72,147.40	87,302.80	84,760.00	Finance Director
TOOELE	62,332.20	77,830.59	93,328.98	83,697.12	FINANCE DIRECTOR
MIDVALE	56,940.00	74,841.00	92,742.00	81,390.00	Finance Director
SOUTH OGDEN	61,276.00	76,210.50	91,145.00	78,416.00	FINANCE DIRECTOR
EAGLE MOUNTAIN	64,272.00	75,519.60	86,767.20	75,504.00	FINANCE DIRECTOR
PAYSON	67,580.00	76,915.00	86,250.00	74,818.00	CITY RECORDER/FINANCE DIRECTOR
TAYLORSVILLE	45,117.00	67,894.00	90,671.00	74,000.00	Chief Financial Officer
SYRACUSE	70,332.00	86,149.50	101,967.00	73,838.00	FINANCE DIRECTOR
HERRIMAN	70,827.95	87,367.18	103,906.40	72,948.72	Finance Director
WASHINGTON TERRACE	45,365.00	59,078.50	72,792.00	69,992.00	Budget Officer/Finance Director
NORTH OGDEN	65,234.00	79,585.00	93,936.00	68,000.00	FINANCE DIRECTOR

JOB TITLE**FIRE CAPTAIN****REPORTS TO****FIRE CHIEF****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 52,358.00	\$ 64,137.00	\$ 75,916.00	\$ 60,220.00	8 Average	3 Individuals

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
SALT LAKE CITY	56,368.00	74,651.00	92,934.00	78,062.00	FIRE CAPTAIN
LAYTON	53,412.00	64,094.50	74,777.00	74,756.00	FIRE CAPTAIN
SOUTH SALT LAKE	62,592.00	69,372.00	76,152.00	73,278.00	FIRE PARAMEDIC CAPTAIN
SANDY	59,675.00	68,005.50	76,336.00	72,022.00	FIRE CAPTAIN/PARAMEDIC
LAYTON	58,342.00	69,024.50	79,707.00	71,550.00	FIRE CAPN/PARAMEDIC
MURRAY	51,085.00	63,866.50	76,648.00	70,103.00	CAPTAIN (FIRE) - GRADE 22
RIVERDALE	51,833.00	64,105.00	76,377.00	67,704.00	Fire Captain
SOUTH DAVIS METRO FIRE AGENCY	55,768.00	65,441.50	75,115.00	67,186.00	
SOUTH SALT LAKE	57,720.00	63,972.00	70,224.00	67,057.00	FIRE CAPTAIN
SOUTH JORDAN	49,587.00	59,997.50	70,408.00	66,780.00	Fire Captain
WEST VALLEY	63,804.00	66,407.50	69,011.00	66,228.00	FIRE CAPTAIN
SOUTH DAVIS METRO FIRE AGENCY	53,112.00	62,344.50	71,577.00	65,401.00	
WEST JORDAN	54,018.00	61,485.00	68,952.00	65,219.00	FIRE CAPTAIN
PROVO	52,151.00	62,021.00	71,891.00	65,088.00	FIRE CAPTAIN
OREM	45,782.00	57,228.00	68,674.00	62,341.00	FIRE CAPTAIN
SANDY	54,870.00	62,535.00	70,200.00	61,516.00	FIRE CAPTAIN
OGDEN	52,812.00	62,131.50	71,451.00	60,373.00	FIRE CAPTAIN (Base)
SYRACUSE	52,358.00	64,137.00	75,916.00	60,220.00	FIRE CAPTAIN
LEHI	52,487.00	62,995.00	73,503.00	59,839.00	FIRE CAPTAIN
SARATOGA SPRINGS	0.00	0.00	0.00	58,615.00	FIRE CAPTAIN
SARATOGA SPRINGS	0.00	0.00	0.00	58,615.00	
NORTH DAVIS FIRE DISTRICT	0.00	0.00	0.00	58,000.00	
ROY	47,146.00	57,974.50	68,803.00	57,840.00	FIRE CAPTAIN
NORTH VIEW FIRE AGENCY	47,436.00	63,714.50	79,993.00	57,561.00	Captain EMT I
SOUTH OGDEN	49,304.00	60,190.50	71,077.00	53,907.00	FIRE CAPTAIN
WEBER FIRE DISTRICT	48,223.00	50,538.00	52,853.00	50,949.00	CAPTAIN
PLEASANT GROVE	45,710.90	55,956.29	66,201.68	48,054.05	FIRE CAPTAIN/PARAMEDIC
FARMINGTON	45,637.00	55,239.50	64,842.00	44,990.00	

JOB TITLE**FIRE CHIEF****REPORTS TO****CITY MANAGER****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 73,838.00	\$ 90,451.00	\$ 107,064.00	\$ 77,530.00	1	

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
SOUTH SALT LAKE	77,393.00	100,611.00	123,829.00	125,000.00	FIRE CHIEF
SALT LAKE CITY	96,428.00	175,010.50	253,593.00	122,324.00	FIRE CHIEF
SANDY	83,658.00	107,890.00	132,122.00	119,517.00	FIRE CHIEF
NORTH DAVIS FIRE DISTRICT	76,710.00	93,121.50	109,533.00	119,142.00	Fire Chief / Treasurer
LAYTON	84,439.00	105,549.00	126,659.00	118,338.00	FIRE CHIEF
WEST VALLEY	95,217.00	117,568.50	139,920.00	117,710.00	FIRE CHIEF
SOUTH DAVIS METRO FIRE AGENCY	83,227.00	101,537.00	119,847.00	113,030.00	
OGDEN	90,919.00	106,964.00	123,009.00	109,695.00	FIRE CHIEF
MURRAY	87,256.00	109,075.00	130,894.00	108,389.00	FIRE CHIEF - GRADE 33
SOUTH JORDAN	81,619.00	98,758.50	115,898.00	107,592.00	Fire Chief
OREM	72,646.00	90,807.00	108,968.00	104,427.00	PUBLIC SAFETY DIVISION MANAGER
PROVO	70,658.00	97,861.50	125,065.00	103,152.00	FIRE CHIEF
WEST JORDAN	92,997.00	105,841.00	118,685.00	97,656.00	FIRE CHIEF
RIVERDALE	66,102.00	85,602.00	105,102.00	86,860.00	Fire Chief
NORTH VIEW FIRE AGENCY	63,898.00	78,489.00	93,080.00	86,257.00	Fire Chief
CLINTON	62,982.00	77,376.00	91,770.00	84,781.00	FIRE CHIEF
SARATOGA SPRINGS	0.00	0.00	0.00	84,628.00	
WEBER FIRE DISTRICT	0.00	0.00	0.00	84,503.00	FIRE CHIEF / ADMINISTRATOR
LEHI	83,554.00	102,362.00	121,170.00	83,452.00	FIRE CHIEF
EAGLE MOUNTAIN	64,272.00	75,519.60	86,767.20	83,304.00	FIRE CHIEF
AMERICAN FORK	65,198.40	81,498.00	97,797.60	81,681.60	FIRE CHIEF
SYRACUSE	73,838.00	90,451.00	107,064.00	77,530.00	FIRE CHIEF
FARMINGTON	70,329.00	85,501.50	100,674.00	75,275.00	FIRE CHIEF
SPRINGVILLE	58,015.00	71,835.00	85,655.00	75,088.00	FIRE CHIEF
PLEASANT GROVE	69,553.43	85,144.70	100,735.98	74,900.85	FIRE CHIEF
PAYSON	58,636.00	65,896.00	73,156.00	74,671.00	FIRE, AMBULANE CHIEF/CERT COORDINATOR
KAYSVILLE	50,190.00	63,529.45	76,868.90	74,630.00	
ROY	72,675.00	90,032.50	107,390.00	72,675.00	FIRE CHIEF
WASHINGTON TERRACE	28,912.00	29,484.00	30,056.00	30,056.00	FIRE CHIEF
SUNSET	0.00	0.00	0.00	17,744.00	Fire Chief

JOB TITLE**DEPUTY FIRE CHIEF****REPORTS TO****FIRE CHIEF****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
58,032.00	71,094.40	84,156.80	70,000.00	16	With Department since 1996 - Promoted to Deputy Fire Chief in July 2012

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
LAYTON	74,819.00	91,653.00	108,487.00	106,758.00	ASSISTANT/DEPUTY FIRE CHIEF
WEST VALLEY	78,261.00	96,632.50	115,004.00	104,188.00	DEPUTY FIRE CHIEF
SOUTH SALT LAKE	87,792.00	95,250.00	102,708.00	102,708.00	DEPUTY FIRE CHIEF
MURRAY	79,123.00	98,904.00	118,685.00	102,336.00	DEPUTY FIRE CHIEF - GRADE 31
SOUTH DAVIS METRO FIRE AGENCY	77,538.00	93,433.50	109,329.00	95,647.00	
PROVO	58,131.00	80,511.00	102,891.00	95,213.00	DEPUTY FIRE CHIEF
SALT LAKE CITY	79,331.00	105,050.50	130,770.00	94,848.00	DEPUTY FIRE CHIEF
SANDY	71,490.00	81,474.00	91,458.00	91,458.00	ASSISTANT FIRE CHIEF
NORTH DAVIS FIRE DISTRICT	0.00	0.00	0.00	82,181.00	
OGDEN	78,400.00	92,235.00	106,070.00	79,997.00	DEPUTY FIRE CHIEF
SOUTH JORDAN	54,538.00	65,988.00	77,438.00	77,064.00	Fire Marshal
WEBER FIRE DISTRICT	66,248.00	70,969.50	75,691.00	75,691.00	Fire Warden
MURRAY	53,622.00	67,017.50	80,413.00	75,275.00	FIRE MARSHAL - GRADE 23
NORTH VIEW FIRE AGENCY	60,840.00	74,745.00	88,650.00	73,340.00	Deputy Fire Chief
WEBER FIRE DISTRICT	66,248.00	70,969.50	75,691.00	73,237.00	DEPUTY FIRE CHIEF
OGDEN	51,524.00	60,616.50	69,709.00	70,360.00	FIRE MARSHALL
SYRACUSE	58,032.00	71,094.40	84,156.80	70,000.00	DEPUTY FIRE CHIEF
LAYTON	58,862.00	70,634.00	82,406.00	67,147.00	FIRE MARSHAL
PLEASANT GROVE	66,201.68	81,041.63	95,881.58	66,201.68	Deputy Fire Chief
ROY	57,824.00	71,125.50	84,427.00	65,625.00	ASST FIRE CHIEF
OREM	59,934.00	74,917.00	89,900.00	59,933.00	FIRE MARSHALL
LEHI	52,487.00	62,995.00	73,503.00	58,885.00	FIRE MARSHAL
SALT LAKE CITY	36,337.00	48,120.50	59,904.00	57,948.00	Fire Prevention Specialist II
CLINTON	49,462.00	60,767.00	72,072.00	55,723.00	ASSISTANT FIRE CHIEF
PLEASANT GROVE	50,456.65	61,765.48	73,074.30	53,010.95	Fire Marshal

JOB TITLE**FIRE ENGINEER****REPORTS TO****FIRE CHIEF****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 43,068.00	\$ 52,750.50	\$ 62,433.00	\$ 43,068.00	5 Average	3 Individuals

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
SALT LAKE CITY	48,692.00	64,490.00	80,288.00	65,228.00	FIREFIGHTER ENGINEER III
LAYTON	46,352.00	58,087.50	69,823.00	62,522.00	FIRE ENGINEER
WEST VALLEY	58,983.00	59,874.50	60,766.00	59,148.00	FIRE ENGINEER
PROVO	42,905.00	51,025.00	59,145.00	59,145.00	FIREFIGHTER / ENGINEER
OREM	43,046.00	53,808.00	64,570.00	57,484.00	FIRE ENGINEER
SOUTH DAVIS METRO FIRE AGENCY	46,274.00	55,409.50	64,545.00	57,416.00	
WEST JORDAN	44,346.00	50,477.50	56,609.00	55,549.00	FIRE ENGINEER
MURRAY	44,096.00	55,120.00	66,144.00	53,620.00	FIRE ENGINEER - GRADE 19
SANDY	45,594.00	51,969.00	58,344.00	53,387.00	FIRE ENGINEER
SOUTH JORDAN	40,976.00	49,577.00	58,178.00	52,628.00	Firefighter Engineer
SOUTH SALT LAKE	40,644.00	50,406.00	60,168.00	48,692.00	ENGINEER
LEHI	41,600.00	49,928.50	58,257.00	44,888.00	FIRE ENGINEER
SYRACUSE	43,068.00	52,750.50	62,433.00	43,068.00	FIRE ENGINEER
WEBER FIRE DISTRICT	38,904.00	43,301.50	47,699.00	41,452.00	DRIVER/ENGINEER
NORTH VIEW FIRE AGENCY	33,721.00	45,281.50	56,842.00	39,336.00	Engineer Driver EMT-I
SOUTH OGDEN	35,773.00	43,186.50	50,600.00	36,874.00	Fire Engineer

JOB TITLE	FIRE FIGHTER II/ EMT
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REPORTS TO	FIRE CHIEF
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PAY SCALE	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
	\$ 33,721.00	\$ 41,306.50	\$ 48,892.00	\$ 33,271.00	VARIOUS	10 INDIVIDUALS

BENCHMARK COMPARISON	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
LAYTON	42,919.00	53,315.00	63,711.00	57,811.00	FIRE FIGHTER / PARAMEDIC II&III
WEST JORDAN	48,942.00	55,702.00	62,462.00	57,306.00	PARAMEDIC - SPECIAL ASSIGN
SOUTH JORDAN	45,073.00	54,537.50	64,002.00	52,644.00	Firefighter Paramedic
PROVO	45,050.00	53,576.00	62,102.00	50,475.00	FIREFIGHTER / PARAMEDIC
MURRAY	44,096.00	55,120.00	66,144.00	49,835.00	PARAMEDIC/FIREFIGHTER - GRADE 19
SALT LAKE CITY	36,004.00	45,811.50	55,619.00	48,608.00	FIREFIGHTER/PARAMEDIC 1
OREM	39,854.00	49,818.00	59,782.00	48,382.00	PUBLIC SAFETY OFFICER
SANDY	38,272.00	48,901.00	59,530.00	47,457.00	FIRE FIGHTER / PARAMEDIC
ROY	39,427.00	48,499.00	57,571.00	46,551.00	FIREFIGHTER / PARAMEDIC
LEHI	41,600.00	49,928.50	58,257.00	46,534.00	FIREFIGHTER/PARAMEDIC
OGDEN	42,288.00	49,750.50	57,213.00	45,950.00	PARAMEDIC
SOUTH SALT LAKE	36,756.00	50,562.00	64,368.00	45,087.00	PARAMEDIC
WEST VALLEY	41,200.00	48,687.00	56,174.00	44,506.00	FIREFIGHTER/PARAMEDIC
WEST JORDAN	40,176.00	45,727.00	51,278.00	44,329.00	FIREFIGHTER
SALT LAKE CITY	37,336.00	46,800.00	56,264.00	43,534.00	FIREFIGHTER *
SOUTH JORDAN	37,253.00	45,073.50	52,894.00	43,028.00	Senior Firefighter / EMT-I
SOUTH DAVIS METRO FIRE AGENCY	39,856.00	47,724.00	55,592.00	42,097.00	
LAYTON	37,989.00	45,586.50	53,184.00	41,900.00	FIRE FIGHTER II
SARATOGA SPRINGS	0.00	0.00	0.00	40,400.00	
SARATOGA SPRINGS	0.00	0.00	0.00	40,400.00	
SOUTH DAVIS METRO FIRE AGENCY	36,233.00	43,386.00	50,539.00	39,592.00	
OGDEN	36,465.00	42,900.00	49,335.00	39,542.00	Firefighter
SANDY	34,299.00	43,825.50	53,352.00	38,637.00	FIREFIGHTER/ EMT
EAGLE MOUNTAIN	36,185.14	42,526.64	48,868.14	38,480.00	FIREFIGHTER/PARAMEDIC
PLEASANT GROVE	37,518.08	45,927.18	54,336.28	37,518.08	
WEST VALLEY	36,000.00	39,465.50	42,931.00	37,497.00	FIREFIGHTER
SOUTH JORDAN	33,862.00	40,976.00	48,090.00	36,685.00	Firefighter / EMT Intermediate
MURRAY	36,462.00	45,572.50	54,683.00	36,462.00	FIREFIGHTER I - GRADE 15
ROY	35,770.00	44,006.50	52,243.00	36,375.00	FIREFIGHTER/EMT
SOUTH SALT LAKE	34,356.00	42,606.00	50,856.00	35,736.00	FIREFIGHTER
PLEASANT GROVE	35,709.98	43,714.20	51,718.43	35,709.98	
NORTH DAVIS FIRE DISTRICT	0.00	0.00	0.00	35,629.00	
AMERICAN FORK	36,449.70	45,561.87	54,674.04	34,963.56	FIRE/EMT
WEBER FIRE DISTRICT	32,702.00	35,002.50	37,303.00	34,270.00	FIRE FIGHTER I/EMT BASIC
SYRACUSE	33,721.00	41,306.50	48,892.00	33,271.00	FIRE FIGHTER II
SARATOGA SPRINGS	0.00	0.00	0.00	31,638.00	FIREFIGHTER
WASHINGTON TERRACE	28,912.00	29,484.00	30,056.00	30,056.00	Fire Chief (Volunteer)

JOB TITLE**HUMAN RESOURCES SPEC****REPORTS TO****FINANCE DIRECTOR****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 41,235.00	\$ 50,513.00	\$ 59,791.00	\$ 55,162.00	11	

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
PROVO	45,050.00	53,576.00	62,102.00	62,102.00	SR HR ANALYST / PAYROLL
SYRACUSE	41,235.00	50,513.00	59,791.00	55,162.00	HUMAN RESOURCES SPECIALIST
BOUNTIFUL	37,749.11	47,827.24	57,905.36	53,125.38	PAYROLL / BENEFITS ADMINISTRATOR
OREM	36,502.00	45,627.50	54,753.00	50,646.00	ACCOUNTANT
SALT LAKE CITY	36,337.00	48,120.50	59,904.00	46,488.00	DEPT PERSONNEL/PAYROLL ADMINISTRATOR
MURRAY	36,462.00	45,572.50	54,683.00	46,363.00	PAYROLL COORDINATOR - GRADE 15
WEST POINT CITY	41,500.00	44,750.00	48,000.00	45,617.00	
LAYTON	36,058.00	43,269.50	50,481.00	44,997.00	PAYROLL & A/P COORDINATOR
RIVERTON	35,087.00	39,943.50	44,800.00	42,300.00	Payroll Coordinator
SOUTH JORDAN	40,976.00	49,577.00	58,178.00	42,037.00	Payroll Coordinator
BRIGHAM CITY	38,239.00	44,987.50	51,736.00	39,957.00	PAYROLL COORDINATOR
SANDY	33,904.00	43,711.00	53,518.00	39,770.00	ACCOUNTING TECHNICIAN
ROY	33,030.00	40,632.50	48,235.00	37,482.00	FINANCE CLERK
OGDEN	30,677.00	36,609.00	42,541.00	31,213.00	PAYROLL TECHNICIAN
SARATOGA SPRINGS	0.00	0.00	0.00	20,569.00	

JOB TITLE**IT DIRECTOR****REPORTS TO****CITY MANAGER****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 66,973.00	\$ 82,041.50	\$ 97,110.00	\$ 85,809.00	5	

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
WEST JORDAN	92,997.00	105,841.00	118,685.00	118,685.00	CHIEF INFORMATION OFFICER
SALT LAKE CITY	96,428.00	175,010.50	253,593.00	114,940.00	CHIEF INFORMATION OFFICER
OREM	72,646.00	90,807.00	108,968.00	108,060.00	INFORATION SYSTEM DIVISION MANAGER
SPANISH FORK	80,743.00	100,929.00	121,115.00	104,462.00	IS DIRECTOR
PROVO	61,037.00	84,536.50	108,036.00	102,501.00	DIVISION DIRECTOR - IS
SANDY	65,062.00	83,896.50	102,731.00	102,190.00	INFORMATION SERVICES DIRECTOR
SOUTH JORDAN	84,739.00	102,533.50	120,328.00	99,757.00	Director of Business Services
WEST VALLEY	72,357.00	89,342.50	106,328.00	96,327.00	IT MANAGER
BOUNTIFUL	61,480.26	77,921.85	94,363.45	94,363.45	INFORMATION SYSTEM MANAGER
MIDVALE	59,358.00	78,040.00	96,722.00	87,648.00	IT Manager
SYRACUSE	66,973.00	82,041.50	97,110.00	85,809.00	IT DIRECTOR
LAYTON	69,503.00	83,404.00	97,305.00	85,035.00	INFORMATION SYSTEMS MANAGER
CLEARFIELD	66,365.00	82,956.50	99,548.00	80,891.00	INFORMATION SYSTEM DIRECTOR
AMERICAN FORK	60,010.68	75,012.84	90,015.00	73,046.28	AFC NET DIRECTOR

JOB TITLE

PARKS & RECREATION DIRECTOR

REPORTS TO

CITY MANAGER

PAY SCALE

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 57,854.00	\$ 70,871.00	\$ 83,888.00	\$ 70,871.00	10	

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
SANDY	77,896.00	100,453.50	123,011.00	116,605.00	PARKS AND RECREATION DIRECTOR
OREM	79,282.00	99,103.00	118,924.00	110,004.00	Recreation Director
PROVO	67,293.00	93,201.00	119,109.00	109,083.00	DIRECTOR OF PARKS/RECREATION
WEST VALLEY	88,033.00	108,698.50	129,364.00	106,175.00	PARKS AND REC. DIRECTOR
SALT LAKE CITY	79,331.00	105,050.00	130,769.00	98,862.00	Operations Division Director
SPANISH FORK	73,334.00	91,667.50	110,001.00	92,584.00	PARKS & RECREATION DIRECTOR
SOUTH JORDAN	81,619.00	98,758.50	115,898.00	90,522.00	Director of Community Services
SOUTH SALT LAKE	67,299.00	87,488.50	107,678.00	82,404.00	PARKS AND RECREATION DIRECTOR
LAYTON	77,362.00	96,702.00	116,042.00	82,093.00	PARKS AND REC. DIRECTOR
RIVERTON	71,053.00	80,886.50	90,720.00	81,517.00	Parks and Public Services Director
KAYSVILLE	54,288.00	68,716.86	83,145.72	80,724.00	Parks and Recreation Director
CLINTON	57,200.00	70,262.50	83,325.00	80,101.00	RECREATION DIRECTOR
SOUTH OGDEN	78,000.00	78,780.00	79,560.00	79,560.00	PARKS AND RECREATION DIRECTOR/PWD
PLEASANT GROVE	66,201.68	81,041.63	95,881.58	78,693.35	Leisure Services Director
MURRAY	53,622.00	67,017.50	80,413.00	77,480.00	RECREATION DIRECTOR - GRADE 23
OGDEN	67,604.00	79,534.00	91,464.00	76,220.00	RECREATION MANAGER
SANDY	48,963.00	63,138.50	77,314.00	74,464.00	RECREATION DIVISION MANAGER
FARMINGTON	58,425.00	70,901.50	83,378.00	74,272.00	LEISURE SERVICES DIRECTOR
PAYSON	48,516.00	56,210.00	63,904.00	74,152.00	Recreation/Community Schools Program Director
CLEARFIELD	54,621.00	68,286.50	81,952.00	73,507.00	RECREATION DIRECTOR
ROY	72,675.00	90,032.50	107,390.00	72,675.00	RECREATION SERVICES DIRECTOR
SYRACUSE	57,854.00	70,871.00	83,888.00	70,871.00	PARKS & RECREATION DIRECTOR
LEHI	66,223.00	79,481.00	92,739.00	70,836.00	RECREATION DIRECTOR
SPRINGVILLE	61,035.00	75,585.00	90,135.00	70,595.00	PARKS & RECREATION DIRECTOR
TOOELE	55,395.18	69,410.49	83,425.80	68,124.78	PARKS & RECREATION DIRECTOR
HERRIMAN	66,478.26	82,492.70	98,507.14	67,977.94	Events & Recreation Manager
CENTERVILLE	51,962.88	63,658.20	75,353.52	65,221.52	
DRAPER	49,816.00	61,024.60	72,233.20	63,918.00	Recreation Manager
AMERICAN FORK	55,723.00	69,653.50	83,584.00	61,526.00	FC/REC DIRECTOR
NORTH OGDEN	53,552.00	65,869.00	78,186.00	56,271.00	COMMUNITY SERVICES DIRECTOR
KAYSVILLE	42,536.00	53,842.78	65,149.56	55,390.00	Recreation Director
WASHINGTON TERRACE	27,186.00	36,739.00	46,292.00	44,990.00	LEISURE SERVICES DIRECTOR
WEST POINT CITY	30,000.00	36,000.00	42,000.00	42,000.00	Recreation Manager
SOUTH WEBER CITY	41,659.00	53,275.00	64,891.00	41,662.00	
AMERICAN FORK	33,053.10	41,316.63	49,580.16	40,904.04	PROG MNGR/AEROBICS DIR
HARRISVILLE	0.00	0.00	0.00	35,664.00	

JOB TITLE**PARK MAINTENANCE WORKER****REPORTS TO****PARKS SUPERINTENDENT****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 26,562.00	\$ 32,542.00	\$ 38,522.00	\$ 31,041.00	4.33 Average	3 Individuals

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
WEST BOUNTIFUL	31,023.00	38,561.00	46,099.00	45,195.00	Park Maintenance Worker II
CLEARFIELD	27,872.00	34,840.00	41,808.00	38,459.00	PARK MAINTENANCE SPECIALIST II
AMERICAN FORK	28,336.62	35,421.03	42,505.44	38,210.22	ATHLETIC FIELD SPEC
WEST JORDAN	29,869.00	33,997.50	38,126.00	38,126.00	PARKS MAINTENANCE WORKER II
CLINTON	31,990.00	39,301.50	46,613.00	37,523.00	MAINT WORKER II
FARMINGTON	33,494.00	40,412.50	47,331.00	34,545.00	PARKS MAINT WORKER II
PROVO	29,040.00	34,535.50	40,031.00	34,078.00	PARKS MAINTENANCE WORKER II
HERRIMAN	32,714.86	39,891.90	47,068.94	34,074.46	Parks Technician II
LEHI	32,971.00	39,572.00	46,173.00	33,712.00	PARK MAINTENANCE WORKER II
PAYSON	29,359.00	33,223.50	37,088.00	33,561.00	PARKS MAINTENANCE WORKER II
NORTH SALT LAKE	29,542.59	36,326.85	43,111.11	33,098.14	
SARATOGA SPRINGS	0.00	0.00	0.00	33,045.00	PARKS TECHNICIAN
KAYSVILLE	27,601.00	34,935.07	42,269.14	32,905.00	Parks Maintenance Worker II
MURRAY	28,725.00	35,921.50	43,118.00	32,544.00	MAINTENANCE WORKER II (CITYWIDE)
SPRINGVILLE	29,841.00	35,379.50	40,918.00	32,107.00	PARKS WORKER
RIVERDALE	27,788.00	35,952.00	44,116.00	31,636.00	PARKS MAINTENANCE II
OGDEN	28,486.00	33,513.00	38,540.00	31,526.00	PARKS MAINTENANCE TECHNICIAN
SOUTH JORDAN	30,784.00	37,253.00	43,722.00	31,412.00	Parks Maintenance Worker
SYRACUSE	26,562.00	32,542.00	38,522.00	31,041.00	PARKS MAINTENANCE WORKER II
RIVERTON	21,930.00	24,965.00	28,000.00	30,006.00	Park Maintenance II
ROY	29,723.00	36,556.00	43,389.00	29,963.00	PARKS EQUIP OPERATOR II
LAYTON	27,820.00	33,384.50	38,949.00	28,674.00	PARKS SPECIALIST II
WEST VALLEY	27,142.00	33,513.50	39,885.00	27,142.00	PARK WORKER I
SPANISH FORK	25,388.00	31,735.00	38,082.00	25,705.00	PARKS MAINTENANCE WORKER

JOB TITLE**PARKS SUPERINTENDENT****REPORTS TO****PARKS & RECREATION DIRECTOR****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 43,301.00	\$ 53,048.00	\$ 62,795.00	\$ 50,368.00	6.33 AVERAGE	4 Individuals

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
MURRAY	56,285.00	70,366.50	84,448.00	84,448.00	PARK SUPERINTENDENT - GRADE 24
SALT LAKE CITY	65,270.00	86,423.50	107,577.00	82,388.00	Parks & Public Lands Program Director
LEHI	66,223.00	79,481.00	92,739.00	79,718.00	Parks/Building/Cemetery Director
OGDEN	67,603.00	79,533.00	91,463.00	79,170.00	PUBLIC WAYS & PARKS MANAGER
OREM	51,163.00	63,954.00	76,745.00	71,628.00	PARKS SECTION MANAGER
BOUNTIFUL	45,867.93	58,131.58	70,395.22	70,395.22	PARKS SUPERINTENDENT
DRAPER	49,816.00	61,024.60	72,233.20	69,763.00	Parks Manager
SANDY	48,963.00	63,138.50	77,314.00	69,181.00	PARK SUPERINTENDENT/ DIVISION MANAGER
PAYSON	58,016.00	65,884.50	73,753.00	68,390.00	Water/Parks/Cemetery Supterintendent
WEST JORDAN	58,178.00	66,206.50	74,235.00	67,350.00	PARKS SUPERINTENDENT
HERRIMAN	49,382.32	60,404.87	71,427.41	65,579.07	Parks Manager
CENTERVILLE	51,962.88	63,658.20	75,353.52	65,221.52	PARKS & CEMETERY SUPERVISOR
KAYSVILLE	42,536.00	53,842.78	65,149.56	63,252.00	Parks Foreman
AMERICAN FORK	44,593.38	55,741.98	66,890.58	63,054.36	PARKS SUPERINTENDENT
WEST VALLEY	50,837.00	62,771.00	74,705.00	62,846.00	PARK MAINTENANCE SUPERINTENDENT
RIVERTON	50,877.00	57,918.50	64,960.00	62,830.00	Parks Operations Manager
CLEARFIELD	52,021.00	65,041.50	78,062.00	62,317.00	PARKS & BLDG SUPERINTENDENT
ROY	40,747.00	50,117.50	59,488.00	58,906.00	PARKS SUPERINTENDENT
NORTH SALT LAKE	41,815.97	51,572.15	61,328.33	54,678.05	PARK SUPERINTENDENT
LAYTON	52,113.00	62,535.50	72,958.00	53,496.00	PARK SUPERINTENDENT
CLINTON	44,883.00	55,134.50	65,386.00	52,582.00	PARK SUPERVISOR
SPRINGVILLE	47,286.00	57,298.00	67,310.00	50,939.00	Parks Supervisor
SYRACUSE	43,301.00	53,048.00	62,795.00	50,368.00	PARKS, STREETS, OR WATER SUPERINTENDENT
WOODS CROSS	40,704.00	50,436.00	60,168.00	48,734.00	Properties Supervisor
FARMINGTON	42,894.00	51,888.00	60,882.00	45,214.00	PARK SUPERINTENDENT
NORTH OGDEN	42,008.00	54,835.00	67,662.00	42,000.00	Park Supervisor
SOUTH OGDEN	39,956.00	40,154.00	40,352.00	0.00	PARK SUPERINTENDENT

JOB TITLE**PLANNER****REPORTS TO****COMMUNITY & ECONOMIC DEV. DIRECTOR****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 37,398.00	\$ 45,812.00	\$ 54,226.00	\$ 45,760.00	0.25	

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
MURRAY	42,037.00	52,561.50	63,086.00	61,922.00	ASSOCIATE PLANNER - GRADE 18
OREM	39,854.00	49,818.00	59,782.00	56,912.00	ASSOCIATE PLANNER
AMERICAN FORK	44,593.38	55,741.98	66,890.58	54,652.62	ASSOCIATE PLANNER
EAGLE MOUNTAIN	41,969.62	49,318.05	56,666.48	53,164.80	SENIOR PLANNER
SPRINGVILLE	36,625.00	44,394.50	52,164.00	51,937.00	PLANNER I
PROVO	37,063.00	44,077.00	51,091.00	46,286.00	PLANNER I
SYRACUSE	37,398.00	45,812.00	54,226.00	45,760.00	PLANNER I/GRANTS SPECIALIST
HERRIMAN	38,477.71	47,197.18	55,916.64	45,654.75	Planner I/ Administrative Assistant
LAYTON	39,003.00	46,803.50	54,604.00	42,299.00	PLANNER I - CURRENT PLANNER
LEHI	41,600.00	49,928.50	58,257.00	41,600.00	Planner I
PLEASANT GROVE	36,602.75	44,806.85	53,010.95	41,412.05	
SOUTH SALT LAKE	32,904.00	41,340.00	49,776.00	37,032.00	
CENTERVILLE	33,326.46	40,824.48	48,322.50	36,777.72	PLANNER I
PAYSON	32,787.00	37,146.00	41,505.00	35,947.00	Management Analyst

JOB TITLE**POLICE CHIEF****REPORTS TO****CITY MANAGER****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 73,838.00	\$ 90,451.00	\$ 107,064.00	\$ 94,604.00	19	

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
SALT LAKE CITY	96,428.00	175,010.50	253,593.00	132,600.00	CHIEF OF POLICE
SANDY	83,658.00	107,890.00	132,122.00	132,122.00	POLICE CHIEF
WEST VALLEY	95,217.00	117,568.50	139,920.00	126,761.00	POLICE CHIEF
LAYTON	84,439.00	105,549.00	126,659.00	126,161.00	POLICE CHIEF
OREM	85,642.00	107,053.00	128,464.00	125,252.00	PUBLIC SAFETY DIRECTOR
MURRAY	87,256.00	109,075.00	130,894.00	123,926.00	POLICE CHIEF - GRADE 33
SOUTH JORDAN	84,739.00	102,533.50	120,328.00	120,328.00	Chief of Police
LEHI	83,554.00	102,362.00	121,170.00	119,546.00	POLICE CHIEF
SOUTH SALT LAKE	77,393.00	100,611.00	123,829.00	115,860.00	POLICE CHIEF
PROVO	70,658.00	97,861.50	125,065.00	109,774.00	POLICE CHIEF
OGDEN	90,919.00	106,963.50	123,008.00	109,695.00	POLICE CHIEF
BOUNTIFUL	71,170.66	90,196.37	109,222.08	109,222.08	POLICE CHIEF
SPRINGVILLE	71,155.00	89,989.00	108,823.00	108,821.00	POLICE CHIEF
TAYLORSVILLE	75,875.00	95,602.50	115,330.00	106,582.00	POLICE CHIEF
DRAPER	80,205.00	98,251.00	116,297.00	105,019.00	Police Chief
NORTH SALT LAKE	64,124.66	79,540.48	94,956.30	103,199.11	POLICE CHIEF
COTTONWOOD HEIGHTS	0.00	0.00	0.00	102,700.00	
SPANISH FORK	73,334.00	91,667.50	110,001.00	102,667.00	PUBLIC SAFETY DIRECTOR
ROY	72,675.00	90,032.50	107,390.00	101,358.00	POLICE CHIEF
PLEASANT GROVE	73,074.30	89,454.83	105,835.35	100,735.98	POLICE CHIEF
SOUTH OGDEN	79,893.00	99,798.50	119,704.00	97,094.00	Public Safety Director
TOOELE	66,130.68	82,562.37	98,994.06	96,108.48	CHIEF OF POLICE
AMERICAN FORK	71,415.30	89,269.38	107,123.46	95,387.34	POLICE CHIEF
SARATOGA SPRINGS	0.00	0.00	0.00	94,996.00	POLICE CHIEF
RIVERDALE	66,102.00	85,602.00	105,102.00	94,785.00	POLICE CHIEF
SYRACUSE	73,838.00	90,451.00	107,064.00	94,604.00	POLICE CHIEF
CLEARFIELD	80,704.00	100,880.00	121,056.00	91,000.00	POLICE CHIEF
CENTERVILLE	66,510.12	81,478.11	96,446.10	89,382.09	POLICE CHIEF
CLINTON	66,144.00	81,255.00	96,366.00	89,024.00	POLICE CHIEF
FARMINGTON	70,329.00	85,501.50	100,674.00	88,292.00	POLICE CHIEF
BRIGHAM CITY	74,861.00	93,576.00	112,291.00	87,027.00	POLICE CHIEF
WOODS CROSS	64,800.00	79,824.00	94,848.00	87,000.00	POLICE CHIEF
WEST BOUNTIFUL	62,212.00	77,328.00	92,444.00	83,729.00	POLICE CHIEF
SUNSET	55,598.00	75,264.50	94,931.00	80,787.00	POLICE CHIEF
KAYSVILLE	56,992.00	72,147.40	87,302.80	77,563.00	Police Chief
NORTH OGDEN	69,331.00	83,543.50	97,756.00	76,136.00	POLICE CHIEF
PAYSON	73,526.00	82,370.00	91,214.00	75,182.00	POLICE CHIEF
HARRISVILLE	0.00	0.00	0.00	64,813.00	

JOB TITLE**POLICE LIEUTENANT****REPORTS TO****POLICE CHIEF****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 58,032.00	\$ 71,094.50	\$ 84,157.00	\$ 71,094.00	14	

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
SPRINGVILLE	61,035.00	75,585.00	90,135.00	89,954.00	POLICE LIEUTENANT
SPANISH FORK	57,738.00	72,172.50	86,607.00	86,984.00	POLICE / SHERIFF LIEUTENANT
MURRAY	59,072.00	73,840.00	88,608.00	86,330.00	LIEUTENANT (POLICE) - GRADE 25
SALT LAKE CITY	62,150.00	82,305.00	102,460.00	85,508.00	POLICE LIEUTENANT
WEST JORDAN	67,454.00	76,772.50	86,091.00	85,272.00	POLICE LIEUTENANT
DRAPER	66,290.00	81,204.96	96,119.92	84,136.00	Police Lieutenant (Assistant Police Chief)
SOUTH JORDAN	59,987.00	72,581.50	85,176.00	81,682.00	Police Lieutenant
OREM	59,934.00	74,917.00	89,900.00	80,550.00	POLICE LIEUTENANT
BOUNTIFUL	58,551.39	74,206.68	89,861.97	80,516.32	POLICE LIEUTENANT
SOUTH SALT LAKE	73,728.00	76,734.00	79,740.00	79,740.00	POLICE LIEUTENANT
LEHI	61,285.00	73,554.50	85,824.00	78,699.00	POLICE LIEUTENANT
CENTERVILLE	54,582.24	66,859.98	79,137.72	78,229.82	
SANDY	63,939.00	72,893.50	81,848.00	77,700.00	POLICE LIEUTENANT
TAYLORSVILLE	76,752.00	84,171.50	91,591.00	76,815.00	POLICE LIEUTENANT
PROVO	60,371.00	71,796.50	83,222.00	76,682.00	POLICE LIEUTENANT
LAYTON	65,033.00	78,039.50	91,046.00	75,669.00	POLICE LIEUTENANT
WEST VALLEY	70,710.00	74,334.00	77,958.00	75,104.00	POLICE LIEUTENANT
CLEARFIELD	57,325.00	71,666.50	86,008.00	73,000.00	LIEUTENANT
SYRACUSE	58,032.00	71,094.50	84,157.00	71,094.00	POLICE LIEUTENANT
OGDEN	61,246.00	72,054.00	82,862.00	69,603.00	POLICE LIEUTENANT
AMERICAN FORK	55,722.60	69,653.25	83,583.90	69,174.36	POLICE LT/INVESTIG/PATROL
BRIGHAM CITY	56,132.00	70,165.00	84,198.00	69,066.00	POLICE LIEUTENANT
RIVERDALE	55,848.00	70,772.00	85,696.00	69,000.00	LIEUTENANT
SOUTH OGDEN	53,040.00	65,572.00	78,104.00	68,931.00	POLICE LIEUTENANT
PLEASANT GROVE	55,694.40	68,177.36	80,660.33	68,830.80	POLICE / SHERIFF LIEUTENANT
KAYSVILLE	46,883.00	59,347.82	71,812.63	67,721.00	Police Lieutenant
FARMINGTON	51,625.00	62,575.50	73,526.00	65,738.00	POLICE LIEUTENANT
SUNSET	43,555.00	59,540.00	75,525.00	65,437.00	Police Lieutenant
CLINTON	51,896.00	63,752.00	75,608.00	64,522.00	DETECTIVE LIEUTENANT
PAYSON	58,636.00	65,896.00	73,156.00	61,379.00	POLICE LIEUTENANT
TOOELE	51,681.36	64,546.62	77,411.88	61,138.80	POLICE LIEUTENANT
HARRISVILLE	0.00	0.00	0.00	51,459.00	

JOB TITLE**POLICE SERGEANT****REPORTS TO****POLICE CHIEF****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 47,757.00	\$ 58,500.00	\$ 69,243.00	\$ 55,806.00	13.25 Average	4 Individuals

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
SALT LAKE CITY	53,684.00	71,094.00	88,504.00	72,820.00	POLICE SERGEANT
TAYLORSVILLE	59,636.00	65,776.00	71,916.00	71,445.00	POLICE SERGEANT
MURRAY	51,085.00	63,866.50	76,648.00	68,777.00	SERGEANT - GRADE 22
BOUNTIFUL	48,172.51	59,671.59	71,170.66	68,672.48	POLICE SERGEANT
SARATOGA SPRINGS	0.00	0.00	0.00	67,625.00	POLICE SERGEANT
WEST JORDAN	54,018.00	61,485.00	68,952.00	66,934.00	POLICE SERGEANT
SPRINGVILLE	49,743.00	60,297.50	70,852.00	66,466.00	POLICE / SHERIFF SERGEANT
SOUTH SALT LAKE	57,720.00	63,972.00	70,224.00	66,181.00	POLICE SERGEANT
COTTONWOOD HEIGHTS	0.00	0.00	0.00	65,813.00	
LAYTON	53,055.00	63,671.50	74,288.00	65,528.00	POLICE SERGEANT
SANDY	54,829.00	62,483.50	70,138.00	64,781.00	POLICE SERGEANT
NORTH SALT LAKE	43,966.76	54,224.35	64,481.94	64,481.94	SERGEANT / DETECTIVE II
CLEARFIELD	47,278.00	59,092.50	70,907.00	64,214.00	SERGEANT
LEHI	52,487.00	62,995.00	73,503.00	64,204.00	POLICE SERGEANT
PROVO	49,667.00	59,067.00	68,467.00	64,199.00	POLICE SERGEANT
SOUTH JORDAN	49,587.00	59,997.50	70,408.00	63,975.00	Police Sergeant
DRAPER	54,787.00	67,114.22	79,441.44	63,783.00	Sergeant
OREM	51,163.00	63,954.00	76,745.00	62,663.00	POLICE SARGEANT
WOODS CROSS	45,720.00	56,574.00	67,428.00	62,244.00	POLICE / SHERIFF SERGEANT
WEST VALLEY	59,868.00	63,605.50	67,343.00	61,884.00	POLICE SERGEANT
SUNSET	42,515.00	52,780.00	63,045.00	59,426.00	Police Sergeant
RIVERDALE	46,363.00	59,259.00	72,155.00	59,000.00	POLICE SERGEANT
KAYSVILLE	42,536.00	53,842.78	65,149.56	58,725.00	Police Sergeant
OGDEN	51,524.00	60,616.50	69,709.00	58,618.00	POLICE SERGEANT
ROY	47,133.00	57,959.50	68,786.00	58,365.00	POLICE SERGEANT
SPANISH FORK	48,116.00	60,145.00	72,174.00	57,433.00	POLICE / SHERIFF SERGEANT
SOUTH OGDEN	45,884.00	55,650.00	65,416.00	56,617.00	POLICE SERGEANT
SYRACUSE	47,757.00	58,500.00	69,243.00	55,806.00	POLICE SERGEANT
TOOELE	43,328.58	54,121.20	64,913.82	55,714.44	POLICE SERGEANT
AMERICAN FORK	44,593.38	55,741.98	66,890.58	54,657.72	POLICE SGT/PATROL
PAYSON	48,390.00	54,211.00	60,032.00	53,776.00	POLICE SERGEANT
BRIGHAM CITY	48,950.00	57,588.00	66,226.00	53,357.00	SERGEANT
PLEASANT GROVE	49,225.63	60,258.73	71,291.83	52,786.48	POLICE / SHERIFF SERGEANT
FARMINGTON	45,637.00	55,239.50	64,842.00	51,739.00	POLICE SERGEANT
NORTH OGDEN	40,984.00	53,498.00	66,012.00	50,316.00	SERGEANT
CLINTON	44,886.00	55,127.50	65,369.00	49,067.00	POLICE SERGEANT
HARRISVILLE	0.00	0.00	0.00	45,760.00	

JOB TITLE**POLICE OFFICER I****REPORTS TO****POLICE CHIEF****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 35,610.00	\$ 43,628.00	\$ 51,646.00	\$ 37,814.00	3 Average	5 Individuals

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
WEST VALLEY	38,367.00	47,692.00	57,017.00	48,345.00	POLICE OFFICER
TAYLORSVILLE	35,112.00	43,142.00	51,172.00	44,992.00	POLICE OFFICER I
WEST JORDAN	40,165.00	45,718.50	51,272.00	44,377.00	POLICE OFFICER I
LEHI	38,498.00	46,205.50	53,913.00	44,103.00	POLICE OFFICER I
BOUNTIFUL	35,940.44	44,522.04	53,103.64	40,376.70	POLICE OFFICER I
SOUTH JORDAN	33,862.00	40,975.50	48,089.00	40,045.00	Police Officer
MURRAY	36,462.00	45,572.50	54,683.00	39,817.00	POLICE OFFICER I
FARMINGTON	35,642.00	43,025.50	50,409.00	39,792.00	POLICE OFFICER I
SALT LAKE CITY	34,287.00	43,081.00	51,875.00	39,540.00	POLICE OFFICER
OGDEN	38,311.00	45,071.50	51,832.00	39,293.00	POLICE OFFICER
DRAPER	37,440.00	45,864.00	54,288.00	39,184.00	Police Officer I
LAYTON	38,043.00	45,651.50	53,260.00	38,649.00	POLICE OFFICER I
PROVO	38,012.00	43,335.00	48,658.00	38,491.00	POLICE OFFICER I
NORTH SALT LAKE	35,948.26	44,385.95	52,823.65	38,216.78	POLICE OFFICER I
CENTERVILLE	35,012.52	42,886.92	50,761.32	38,129.03	POLICE OFFICER I
SYRACUSE	35,610.00	43,628.00	51,646.00	37,814.00	POLICE OFFICER I
ROY	35,797.00	44,023.50	52,250.00	37,774.00	POLICE OFFICER
CLEARFIELD	35,381.00	44,241.50	53,102.00	37,211.00	POLICE OFFICER I
WEST BOUNTIFUL	34,088.00	42,370.50	50,653.00	36,363.00	POLICE OFFICER
SOUTH OGDEN	33,321.00	40,850.50	48,380.00	36,192.00	POLICE OFFICER I
SPRINGVILLE	34,800.00	42,174.50	49,549.00	35,339.00	POLICE OFFICER
TOOELE	34,216.92	42,704.34	51,191.76	34,216.92	POLICE OFFICER I
BRIGHAM CITY	32,170.00	37,846.50	43,523.00	33,405.00	POLICE OFFICER I
NORTH OGDEN	31,340.00	40,754.00	50,168.00	31,340.00	POLICE OFFICER I
HARRISVILLE	27,331.00	29,275.50	31,220.00	27,331.00	

JOB TITLE**POLICE OFFICER II****REPORTS TO****POLICE CHIEF****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 37,398.00	\$ 45,812.00	\$ 54,226.00	\$ 42,338.00	8.17 Average	6 Individuals

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
WEST JORDAN	42,203.00	48,027.00	53,851.00	53,129.00	POLICE OFFICER II
SOUTH JORDAN	37,252.00	45,073.00	52,894.00	49,020.00	Senior Police Officer
BOUNTIFUL	39,623.00	49,087.20	58,551.39	47,870.20	POLICE OFFICER II
FARMINGTON	37,908.00	45,792.50	53,677.00	47,580.00	POLICE OFFICER II
MURRAY	40,061.00	50,086.50	60,112.00	47,311.00	POLICE OFFICER II
WEST BOUNTIFUL	36,525.00	45,399.50	54,274.00	47,249.00	POLICE OFFICER
SPRINGVILLE	38,541.00	46,708.00	54,875.00	46,682.00	CORPORAL
RIVERDALE	36,192.00	46,623.00	57,054.00	45,560.00	POLICE OFFICER II
LEHI	44,952.00	53,951.00	62,950.00	45,448.00	POLICE OFFICER II
DRAPER	41,184.00	50,450.40	59,716.80	45,235.00	Police Officer II
PROVO	40,886.00	47,266.00	53,646.00	44,271.00	POLICE OFFICER II
WOODS CROSS	38,400.00	47,616.00	56,832.00	43,326.00	POLICE OFFICER II
SPANISH FORK	39,018.00	48,772.50	58,527.00	43,173.00	PATROL OFFICER
CENTERVILLE	36,771.00	45,048.81	53,326.62	42,439.05	POLICE OFFICER II
SYRACUSE	37,398.00	45,812.00	54,226.00	42,338.00	POLICE OFFICER II
LAYTON	40,994.00	49,193.00	57,392.00	41,870.00	POLICE OFFICER II
CLEARFIELD	38,896.00	48,620.00	58,344.00	41,828.00	POLICE OFFICER II
PLEASANT GROVE	38,455.95	47,075.18	55,694.40	41,331.08	POLICE OFFICER II
SOUTH OGDEN	36,275.00	44,740.50	53,206.00	40,996.00	POLICE OFFICER II
CLINTON	36,982.00	45,437.50	53,893.00	40,838.00	POLICE OFFICER
AMERICAN FORK	36,449.70	45,561.87	54,674.04	40,829.58	POLICE DET/PATROL
KAYSVILLE	33,404.00	42,282.05	51,160.10	40,066.00	Police Officer II
PAYSON	36,874.00	41,657.50	46,441.00	39,540.00	PATROL OFFICER
NORTH OGDEN	33,752.00	43,280.50	52,809.00	37,442.00	POLICE OFFICER II
TOOELE	36,288.54	45,310.95	54,333.36	37,276.92	POLICE OFFICER II
HARRISVILLE	31,220.00	32,957.00	34,694.00	32,984.00	
NORTH SALT LAKE	37,806.72	46,627.58	55,448.44	26,861.98	POLICE OFFICER II
SALT LAKE CITY	38,159.00	49,615.00	61,071.00	0.00	POLICE OFFICER *
SUNSET	32,490.00	45,063.50	57,637.00	0.00	POLICE OFFICER II

JOB TITLE**PUBLIC WORKS DIRECTOR****REPORTS TO****CITY MANAGER****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 73,838.00	\$ 90,451.00	\$ 107,064.00	\$ 90,000.00	0.75	

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
SANDY	83,658.00	107,890.00	132,122.00	132,122.00	PUBLIC WORKS DIRECTOR
SALT LAKE CITY	96,429.00	175,011.50	253,594.00	127,836.00	DIRECTOR-PUBLIC SERVICES
PROVO	74,191.00	102,754.50	131,318.00	127,502.00	PUBLIC WORKS DIRECTOR
LAYTON	86,274.00	107,842.00	129,410.00	125,958.00	PUBLIC WORKS DIRECTOR
MURRAY	91,645.00	114,566.50	137,488.00	124,696.00	PUBLIC SERVICES DIRECTOR - GRADE 34
WEST VALLEY	88,033.00	108,698.50	129,364.00	123,131.00	PUBLIC WORKS DIRECTOR
OREM	85,642.00	107,053.00	128,464.00	122,040.00	PUBLIC WORKS DIRECTOR
BOUNTIFUL	78,470.56	99,401.74	120,332.92	120,332.92	PUBLIC WORKS DIRECTOR / CITY ENGINEER
WEST JORDAN	92,997.00	105,841.00	118,685.00	118,685.00	PUBLIC WORKS DIRECTOR
RIVERTON	103,509.00	117,834.50	132,160.00	118,406.00	PUBLIC WORKS DIRECTOR/ CITY ENGINEER
MIDVALE	73,190.00	96,369.00	119,548.00	113,797.00	PUBLIC WORKS DIRECTOR
SPRINGVILLE	71,155.00	89,989.00	108,823.00	106,787.00	PUBLIC WORKS DIRECTOR
SOUTH SALT LAKE	77,393.00	100,611.00	123,829.00	105,168.00	PW DIRECTOR/CITY ENGINEER
OGDEN	90,919.00	106,963.50	123,008.00	103,000.00	PUBLIC SERVICES DIRECTOR
RIVERDALE	66,102.00	85,602.00	105,102.00	101,628.00	PUBLIC WORKS DIRECTOR
SPANISH FORK	80,743.00	100,929.00	121,115.00	100,929.00	PUBLIC WORKS DIRECTOR
CLEARFIELD	76,814.00	96,012.50	115,211.00	93,017.00	PUBLIC WORKS DIRECTOR
CENTERVILLE	60,250.38	73,809.75	87,369.12	91,229.54	PUBLIC WORKS DIRECTOR
FARMINGTON	70,329.00	85,501.50	100,674.00	90,787.00	PUBLIC WORKS DIRECTOR
SYRACUSE	73,838.00	90,451.00	107,064.00	90,000.00	PUBLIC WORKS DIRECTOR
NORTH SALT LAKE	60,630.01	75,206.43	89,782.84	89,782.84	PUBLIC WORKS DIRECTOR
WOODS CROSS	61,152.00	75,378.00	89,604.00	89,603.00	PUBLIC WORKS DIRECTOR
SUNSET	58,344.00	78,863.00	99,382.00	89,378.00	PUBLIC WORKS DIRECTOR
AMERICAN FORK	71,415.30	89,269.38	107,123.46	86,836.68	PUBLIC WORKS DIRECTOR
SOUTH JORDAN	81,619.00	98,758.50	115,898.00	85,966.00	Director of Public Works
CLINTON	66,144.00	81,255.00	96,366.00	85,571.00	PUBLIC WORKS DIRECTOR
PAYSON	71,310.00	81,329.00	91,348.00	84,988.00	PUBLIC WORKS/DEVELOPMENT SERVS DIRECTOR
KAYSVILLE	56,992.00	72,147.40	87,302.80	84,760.00	Public Works Superintendent

PLEASANT GROVE	66,201.68	81,041.63	95,881.58	80,660.33	PUBLIC WORKS DIRECTOR
SOUTH OGDEN	64,106.00	80,080.00	96,054.00	79,560.00	PUBLIC WORKS DIRECTOR
BRIGHAM CITY	68,351.00	85,438.50	102,526.00	77,646.00	PUBLIC WORKS DIRECTOR
SOUTH WEBER CITY	53,714.00	68,690.00	83,666.00	77,584.00	Public Works Director/Building Official
WASHINGTON TERRACE	54,080.00	65,520.00	76,960.00	77,001.00	PUBLIC WORKS DIRECTOR
SARATOGA SPRINGS	0.00	0.00	0.00	76,343.00	PUBLIC WORKS SUPERVISOR
NORTH OGDEN	63,406.00	78,623.00	93,840.00	74,126.00	PUBLIC WORKS DIRECTOR
ROY	72,675.00	90,032.50	107,390.00	72,675.00	PUBLIC WORKS DIRECTOR
HERRIMAN	65,128.96	76,954.91	88,780.85	69,628.00	Operations Director
HARRISVILLE	0.00	0.00	0.00	65,686.00	
COTTONWOOD HEIGHTS	0.00	0.00	0.00	60,850.00	
WEST POINT CITY	57,500.00	60,750.00	64,000.00	58,000.00	PUBLIC WORKS DIRECTOR

JOB TITLE**PUBLIC WORKS INSPECTOR****REPORTS TO****PUBLIC WORKS DIRECTOR****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 39,276.00	\$ 48,113.00	\$ 56,950.00	\$ 41,457.00	5	

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
TAYLORSVILLE	45,117.00	56,396.50	67,676.00	64,500.00	
WEST VALLEY	50,837.00	62,771.00	74,705.00	63,326.00	ENGINEER TECH VII
HERRIMAN	52,360.05	64,657.74	76,955.42	57,533.74	Public Works Inspector III
SARATOGA SPRINGS	0.00	0.00	0.00	57,352.00	ENGINEERING INSPECTOR
MURRAY	40,061.00	50,086.50	60,112.00	56,555.00	PUBLIC WORKS CONSTRUCTION INSPECTOR
SPRINGVILLE	40,569.00	49,172.00	57,775.00	55,286.00	PUBLIC WORKS INSPECTOR
LEHI	41,600.00	49,928.50	58,257.00	52,342.00	PUBLIC WORKS DRAINAGE INSPECTOR
CLEARFIELD	42,806.00	53,497.50	64,189.00	51,958.00	Storm Water/Public Water Inspector
WEST JORDAN	40,165.00	45,718.50	51,272.00	51,272.00	ENGINEERING INSPECTOR
DRAPER	41,184.00	50,450.40	59,716.80	51,189.00	Inspector (Engineering)
SANDY	32,427.00	41,797.50	51,168.00	51,168.00	PUBLIC WORKS INSPECTOR
OGDEN	41,256.00	48,536.50	55,817.00	50,522.00	CONSTRUCTION INSPECTOR
SALT LAKE CITY	40,060.00	53,050.00	66,040.00	49,940.00	ENGINEERING TECHNICIAN IV
SOUTH JORDAN	40,976.00	49,576.50	58,177.00	49,005.00	Engineering Inspector
OREM	36,502.00	45,627.50	54,753.00	48,229.00	PROGRAM SPECIALIST
LAYTON	39,248.00	47,097.50	54,947.00	46,071.00	PUBLIC WORKS INSPECTOR
NORTH OGDEN	37,067.00	48,304.50	59,542.00	45,750.00	Public Works Inspector
RIVERTON	31,372.00	40,112.50	48,853.00	45,012.00	Storm Water Inspector
SOUTH OGDEN	35,880.00	43,992.00	52,104.00	44,421.00	PUBLIC WORKS INSPECTOR
FARMINGTON	40,317.00	48,738.50	57,160.00	43,968.00	Public Works Inspector
PAYSON	37,763.00	42,124.00	46,485.00	42,851.00	PUBLIC WORKS INSPECTOR
COTTONWOOD HEIGHTS	0.00	0.00	0.00	42,723.00	
BRIGHAM CITY	37,307.00	43,890.50	50,474.00	42,245.00	PUBLIC WORKS INSPECTOR
SYRACUSE	39,276.00	48,113.00	56,950.00	41,457.00	IMPROVEMENT INSPECTOR
AMERICAN FORK	36,449.70	45,561.87	54,674.04	41,371.20	PUBLIC WORKS INSPECTOR
SOUTH SALT LAKE	39,924.00	50,154.00	60,384.00	41,124.00	PUBLIC WORKS INSPECTOR II
SPANISH FORK	31,531.00	39,413.50	47,296.00	39,413.00	PUBLIC WORKS INSPECTOR
WASHINGTON TERRACE	28,995.00	34,028.50	39,062.00	39,062.00	PUBLIC WORKS INSPECTOR
KAYSVILLE	33,404.00	42,282.05	51,160.10	37,835.00	Public Works Inspector

JOB TITLE**RECREATION COORDINATOR****REPORTS TO****PARKS & REC DIRECTOR****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 35,610.00	\$ 43,732.00	\$ 51,854.00	\$ 35,610.00	5	

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
MURRAY	40,061.00	50,086.50	60,112.00	56,895.00	RECREATION COORDINATOR - GRADE 17
OGDEN	38,310.00	45,071.00	51,832.00	48,785.00	RECREATION SUPERVISOR
OREM	36,502.00	45,627.50	54,753.00	46,432.00	RECREATION PROGRAM COORDINATOR
LAYTON	36,838.00	44,205.50	51,573.00	45,792.00	RECREATION COORDINATOR
FARMINGTON	42,894.00	51,888.00	60,882.00	45,211.00	RECREATION COORDINATOR
WASHINGTON TERRACE	27,186.00	36,739.00	46,292.00	44,990.00	Recreation Coordinator
SOUTH JORDAN	37,253.00	45,073.50	52,894.00	43,344.00	Program Coordinator
SANDY	33,904.00	43,711.00	53,518.00	43,202.00	RECREATION COORDINATOR
TOOELE	32,587.98	40,670.97	48,753.96	42,453.42	YOUTH SERVICES COORDINATOR
AMERICAN FORK	36,449.70	45,561.87	54,674.04	42,177.00	RECREATION COORDINATOR
LEHI	41,600.00	49,928.50	58,257.00	42,025.00	RECREATION COORDINATOR
WEST POINT CITY	30,000.00	36,000.00	42,000.00	41,163.00	Recreation Manager
SOUTH SALT LAKE	39,924.00	50,154.00	60,384.00	41,124.00	RECREATION DIVISION SUPERVISOR
PROVO	32,016.00	42,831.00	53,646.00	39,244.00	RECREATION COORDINATOR - SUPERVISOR
RIVERTON	35,087.00	39,943.50	44,800.00	37,966.00	RECREATION/COMMUNITY EVENTS COORDINATOR I
NORTH OGDEN	37,067.00	48,304.50	59,542.00	37,075.00	RECREATION COORDINATOR
WEST VALLEY	34,344.00	42,406.00	50,468.00	35,935.00	RECREATION MANAGER
SYRACUSE	35,610.00	43,732.00	51,854.00	35,610.00	RECREATION COORDINATOR
PAYSON	33,905.00	38,186.00	42,467.00	35,588.00	RECREATION ASSISTANT
BRIGHAM CITY	32,974.00	38,793.00	44,612.00	33,987.00	RECREATION COORDINATOR
ROY	32,490.00	39,957.00	47,424.00	32,490.00	PROGRAM SUPERVISOR II
KAYSVILLE	30,368.00	38,439.34	46,510.68	31,362.00	Recreation Coordinator
CLEARFIELD	22,789.00	28,486.50	34,184.00	24,211.00	PROGRAM SUPERVISOR
RIVERDALE	16,692.00	21,632.00	26,572.00	19,624.00	RECREATION SPECIALIST

JOB TITLE**SECRETARY I****REPORTS TO****PARKS & REC DIRECTOR****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 12,043.00	\$ 14,752.50	\$ 17,462.00	\$ 12,043.00	8 Average	3 Individuals

**BENCHMARK
COMPARISON**

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
SPANISH FORK	28,920.00	36,150.00	43,380.00	40,957.00	Secretary I
SANDY	23,774.00	30,659.00	37,544.00	37,186.00	SECRETARY
BOUNTIFUL	28,166.37	34,885.47	41,604.57	35,962.18	EXECUTIVE SECRETARY I
PAYSON	29,261.00	33,151.00	37,041.00	34,258.00	DEVELOPMENT SERVICES SEC/RECPT
OREM	25,687.00	32,109.00	38,531.00	33,204.00	SECRETARY
WEST JORDAN	27,061.00	30,794.50	34,528.00	32,039.00	ADMINISTRATIVE ASSISTANT I
SPRINGVILLE	25,604.00	30,372.50	35,141.00	30,326.00	Office Assistant I
KAYSVILLE	22,817.00	28,879.36	34,941.72	28,614.00	SECRETARY
WOODS CROSS	22,776.00	28,434.00	34,092.00	28,329.00	OFFICE TECHNICIAN II
MIDVALE	26,208.00	34,190.00	42,172.00	28,314.00	Secretary
OGDEN	25,177.00	29,620.00	34,063.00	28,290.00	OFFICE ASSISTANT
LAYTON	24,799.00	29,759.00	34,719.00	28,216.00	SECRETARY I (WORKING LEVEL)
SOUTH OGDEN	23,004.00	28,048.00	33,092.00	28,100.00	Public Works Secretary
BRIGHAM CITY	25,131.00	29,565.50	34,000.00	27,269.00	SECRETARY I
PROVO	25,085.00	29,833.00	34,581.00	27,120.00	OFFICE SPECIALIST II
SALT LAKE CITY	24,377.00	31,126.50	37,876.00	27,060.00	Office Technician I
FARMINGTON	26,147.00	31,479.00	36,811.00	25,750.00	SECRETARY I
ROY	24,003.00	29,525.50	35,048.00	25,709.00	SECRETARY I
WEST VALLEY	22,309.00	27,546.00	32,783.00	24,985.00	HUMAN RESOURCE SECRETARY
CLEARFIELD	23,988.00	29,985.50	35,983.00	23,982.00	SECRETARY I
SYRACUSE	12,043.00	14,752.50	17,462.00	12,043.00	SECRETARY I

JOB TITLE**SECRETARY II****REPORTS TO****DEPARTMENT HEAD****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 26,562.00	\$ 32,541.50	\$ 38,521.00	\$ 34,757.00	4 Years - Average	2 Individuals

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
BOUNTIFUL	31,052.79	39,364.69	47,676.60	47,676.60	OFFICE MANAGER
OREM	32,322.00	40,402.00	48,482.00	45,394.00	Administrative Secretary
NORTH SALT LAKE	30,931.11	38,034.08	45,137.05	38,809.54	BUILDING DEPARTMENT SECRETARY II
SALT LAKE CITY	28,204.00	35,890.00	43,576.00	38,667.00	Office Techncian II
SPANISH FORK	31,531.00	39,413.50	47,296.00	38,500.00	SECRETARY
NORTH VIEW FIRE AGENCY	30,098.00	37,429.50	44,761.00	38,210.00	Secretary II
WEST JORDAN	29,869.00	33,997.50	38,126.00	38,126.00	ADMINISTRATIVE ASSISTANT II
CLEARFIELD	27,872.00	34,840.00	41,808.00	35,360.00	SECRETARY II (PD)
SYRACUSE	26,562.00	32,541.50	38,521.00	34,757.00	SECRETARY II
PAYSON	29,261.00	33,151.00	37,041.00	34,258.00	Development Services Receptions
SOUTH SALT LAKE	27,120.00	34,068.00	41,016.00	34,068.00	SECRETARY II
LAYTON	28,379.00	34,054.50	39,730.00	33,737.00	SECRETARY II
MURRAY	28,725.00	35,921.50	43,118.00	33,340.00	OFFICE ADMINISTRATOR II - GRADE 10
PROVO	27,657.00	32,891.00	38,125.00	33,065.00	OFFICE SPECIALIST III
OGDEN	27,113.00	31,898.00	36,683.00	32,219.00	SENIOR OFFICE ASSISTANT
SPRINGVILLE	28,376.00	33,636.50	38,897.00	31,345.00	Office Assistant II
CENTERVILLE	26,026.32	31,882.65	37,738.98	31,205.34	
ROY	26,541.00	32,635.50	38,730.00	30,430.00	SECRETARY II
WEST VALLEY	26,098.00	32,314.50	38,531.00	29,630.00	EXECUTIVE SECRETARY

JOB TITLE**UTILITY MAINT. WORKER II****REPORTS TO****PUBLIC WORKS DIRECTOR****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 30,763.00	\$ 37,679.00	\$ 44,595.00	\$ 34,798.00	4.33 Average	3 Individuals

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
SOUTH WEBER CITY	26,472.00	36,380.50	46,289.00	46,446.00	Maintenance Worker II
SALT LAKE CITY	34,278.00	43,856.50	53,435.00	43,721.00	Water System Maintenance Operator II
SPRINGVILLE	31,419.00	38,094.50	44,770.00	40,730.00	WATER MAINTENANCE II
LEHI	32,971.00	39,572.00	46,173.00	40,088.00	STREET MAINTENANCEII
SPANISH FORK	28,920.00	36,150.00	43,380.00	40,039.00	UTILITY TECHNICIAN II
CENTERVILLE	31,712.82	38,851.80	45,990.78	39,542.48	WATER/STREETS OPER. II
KAYSVILLE	27,601.00	34,935.07	42,269.14	38,742.00	Utility Maintenance Worker II
MIDVALE	27,768.00	36,296.00	44,824.00	38,480.00	WATER TECHNICIAN II
NORTH SALT LAKE	32,499.29	39,962.07	47,424.86	37,110.43	WATER OPERATOR 2
COTTONWOOD HEIGHTS	0.00	0.00	0.00	35,179.00	
WASHINGTON TERRACE	25,152.00	30,747.00	36,342.00	35,000.00	pw
RIVERDALE	29,556.00	38,573.00	47,590.00	34,860.00	PUBLIC WORKS OPERATOR II
SYRACUSE	30,763.00	37,679.00	44,595.00	34,798.00	STREETS MAINTENANCE WORKER II
PLEASANT GROVE	28,593.40	35,002.73	41,412.05	34,664.48	Worker II
CLINTON	31,990.00	39,301.50	46,613.00	34,653.00	MAINT WORKER II
AMERICAN FORK	30,467.40	38,084.25	45,701.10	32,884.80	SWR/STRM DRAIN EQ OP
MURRAY	28,725.00	35,921.50	43,118.00	32,544.00	MAINTENANCE WORKER II (CITYWIDE)
SOUTH OGDEN	29,536.00	36,805.50	44,075.00	32,125.00	MAINTENANCE WORKER II
WEST POINT CITY	24,960.00	28,766.50	32,573.00	31,720.00	Public Works II
NORTH OGDEN	27,181.00	35,918.50	44,656.00	29,906.00	UTILITY MAINTENANCE WORKER II

JOB TITLE**WATER MAINT. WORKER II****REPORTS TO****PUBLIC WORKS DIRECTOR****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 30,763.00	\$ 37,679.00	\$ 44,595.00	\$ 35,921.00	5 Average	4 Individuals

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
WEST JORDAN	33,800.00	38,459.00	43,118.00	50,003.00	WATER CONSTRUCTION TECHNICIAN II
BOUNTIFUL	34,239.44	42,411.58	50,583.72	43,692.77	WATER SYSTEM OPERATOR II
SPRINGVILLE	31,419.00	38,094.50	44,770.00	40,237.00	WATER TECHNICIAN II
AMERICAN FORK	28,336.62	35,421.03	42,505.44	38,994.60	WATER SYSTEM OPERATOR II
EAGLE MOUNTAIN	33,635.68	39,527.28	45,418.88	37,835.20	Water System Operator II
LAYTON	31,396.00	37,675.50	43,955.00	37,750.00	WATER MAINTENANCE WORKER II
SYRACUSE	30,763.00	37,679.00	44,595.00	35,921.00	WATER MAINTENANCE WORKER II
TOOELE	27,559.38	34,433.67	41,307.96	35,717.34	WATER DIST. OPERATOR II
BRIGHAM CITY	31,385.00	36,923.50	42,462.00	35,693.00	WATER SYSTEMS OPERATOR II
ROY	29,723.00	36,556.00	43,389.00	35,368.00	WATER EQUIPMENT OPERATOR II
RIVERTON	30,702.00	34,951.00	39,200.00	35,108.00	WATER WORKER II
SOUTH JORDAN	30,784.00	37,253.00	43,722.00	33,734.00	Water Maintenance Worker,
PROVO	29,040.00	34,535.50	40,031.00	32,856.00	WATER SYSTEM MAINT. WORKER I
MURRAY	31,533.00	39,426.50	47,320.00	31,949.00	WATER TECH II - GRADE 12
OGDEN	30,676.00	36,089.50	41,503.00	30,792.00	WATER MAINTENANCE TECH I
SANDY	27,456.00	35,401.50	43,347.00	30,081.00	WATER MAINTENANCE WORKER

JOB TITLE**WATER MAINT. WORKER III****REPORTS TO****PUBLIC WORKS DIRECTOR****PAY SCALE**

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes
\$ 33,908.00	\$ 41,537.50	\$ 49,167.00	\$ 50,793.00	14	

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE
SYRACUSE	33,908.00	41,537.50	49,167.00	50,793.00	WATER MAINTENANCE WORKER III
WEST JORDAN	39,187.00	44,595.00	50,003.00	50,003.00	WATER CONSTRUCTION TECHNICIAN III
AMERICAN FORK	30,467.40	38,084.25	45,701.10	49,464.90	WTR SYSTEM OP III
BOUNTIFUL	35,940.44	47,245.92	58,551.39	49,205.74	WATER SYSTEM OPERATOR IV
MURRAY	36,462.00	45,572.50	54,683.00	43,836.00	WATER TECH III - GRADE 15
SALT LAKE CITY	34,278.00	43,856.50	53,435.00	43,721.00	WATER SYSTEM MAINTENANCE OPERATOR II
SOUTH SALT LAKE	32,904.00	41,340.00	49,776.00	42,545.00	WATER TECH IV
PROVO	32,016.00	38,075.50	44,135.00	42,008.00	WATER SYS. MAINTENANCE WRKR II
HERRIMAN	32,842.58	41,498.19	50,153.79	41,934.39	Water Operator III
DRAPER	34,029.00	41,685.38	49,341.76	41,454.00	Water Systems Operator III
ROY	33,259.00	40,903.00	48,547.00	41,276.00	WATER LEADMAN & WORKER III
BRIGHAM CITY	36,397.00	42,820.00	49,243.00	40,643.00	WATER SYSTEMS OPERATOR III
OREM	32,322.00	40,402.00	48,482.00	40,402.00	PUBLIC WORKS TECHNICIAN
RIVERTON	32,456.00	36,948.00	41,440.00	39,270.00	WATER WORKER III
LEHI	35,628.00	42,760.50	49,893.00	37,930.00	WATER SYSTEMS OPERATOR III



COUNCIL AGENDA

October 9, 2012

Agenda Item #7

Proposed Ordinance 12-27 adopting Title Seven rewrite of Syracuse City Code pertaining to Fire and Hazardous Materials.

Factual Summation

- Please see the attached staff memo from City Attorney Will Carlson.

Staff Recommendation

Adopt Proposed Ordinance 12-27 adopting the Title Seven rewrite of the Syracuse City Code pertaining to Fire and Hazardous Materials.



Mayor
Jamie Nagle

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

MEMORANDUM

To: Mayor and City Council
From: City Attorney, William J. Carlson
Date: October 9, 2012
Subject: Title Seven: Fire & Hazardous Materials

Summary

Some sections of Title Seven have not been updated for over forty years. Based on the request of the Fire Chief and comparison to alternative ordinances, the city administration presents the attached re-codification of Title Seven (Title VII) as a proposal for the City Council's consideration.

Changes from September 25 draft

Based on further staff review and recommendations from the City Council, the attached draft includes the following modifications from the draft provided to the council on September 25, 2012:

1. The "Health Department" chapter, formerly chapter 1, has been entirely deleted. Utah Code §26A-1-103 now directs each county to create and maintain a health department for all incorporated and unincorporated areas in the county.
2. Uniform severability clauses were added at the end of each chapter.
3. "Inspection of Buildings" was amended to clarify that it applies exclusively to "premises not used as a private dwelling."
4. "Entry During Fires" was amended to clarify that the Fire Chief or his designee may perform investigations.

5. Criminal Penalties- The level of offense for violating the title was amended to a tier based system with criminally negligent violations being infractions and intentional violations being class B misdemeanors. The only exception was to the Open Burning chapter, a violation of which is already identified as a class B misdemeanor under state law. *See* UCA §65A-8-211(6)(b).
6. Sections involving “Social Officer” and “Rules and Regulations to Fire Department” were deleted.
7. The section “Apparatus for City Use- Exceptions” was deleted.
8. “Permissible Burning- Without Permit” was amended to clarify that burning fence lines does not require a permit, although it does require notice, and that burning on snow covered ground outside the closed fire season does not require a permit.
9. “Open Burning of Brush, Leaves, and Grass Clippings” was amended to allow open burning in agricultural zones, on properties containing twenty or more trees, and on lots larger than two acres.
10. Several minor technical revisions were made.

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ORDINANCE NO. 12-27

AN ORDINANCE ADOPTING TITLE SEVEN REWRITE OF THE SYRACUSE CITY MUNICIPAL CODE PERTAINING TO FIRE AND HAZARDOUS MATERIALS.

WHEREAS, due to the pace of growth in the City there are, from time to time, small proposed changes to various City ordinances that are warranted; and

WHEREAS, these small proposed changes come to the attention of City staff through varied means including but not limited to questions, concerns or complaints from the general public and or from developers that are seeking clarification on the language in the City code; and

WHEREAS, staff takes each question or concern under consideration and addresses it on case-by-case basis in a fair and judicious manner paying specific attention to the reasonableness and legality of the request as well as the reasonableness and legality of the City's own ordinances; and

WHEREAS, after such consideration staff will either support and sustain current ordinances as adopted or in other cases staff will research and address each proposed change and put forth amendments to existing ordinances; and

WHEREAS, staff now hereby wishes to adopt the rewrite of Title Seven to address such proposed changes.

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

Section 1. Amendment. The Syracuse City Municipal Code is hereby amended as put forth in Exhibit 'A'.

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

Section 3. Effective Date. This Ordinance shall become effective twenty (20) days after publication or posting.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 9th DAY OF OCTOBER, 2012.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, City Recorder

Mayor Jamie Nagle

Voting by the City Council:

	“AYE”	“NAY”
Councilmember Duncan	_____	_____
Councilmember Johnson	_____	_____
Councilmember Lisonbee	_____	_____
Councilmember Peterson	_____	_____
Councilmember Shingleton	_____	_____

TITLE VII

FIRE &

HAZARDOUS MATERIALS

CHAPTER 1: UNIFORM FIRE CODE

- 7.01.010 AUTHORITY OF FIRE DEPARTMENT
- 7.01.020 ADOPTION OF INTERNATIONAL FIRE CODE
- 7.01.030 FIRE OFFICIAL
- 7.01.040 INSPECTION OF BUILDINGS
- 7.01.050 FIRE INVESTIGATIONS BY FIRE OFFICER
- 7.01.060 ENTRY DURING FIRES
- 7.01.070 PENALTIES
- 7.01.080 SEVERABILITY

CHAPTER 2: FIRE DEPARTMENT

- 7.02.010 FIRE DEPARTMENT CREATED
- 7.02.020 COMPOSITION OF DEPARTMENT
- 7.02.030 DUTIES OF CHIEF
- 7.02.040 DIVISIONS
- 7.02.050 MEMBERSHIP
- 7.02.060 EQUIPMENT
- 7.02.070 RECOMMENDATIONS FOR PURCHASE
- 7.02.080 EQUIPMENT TO BE SAFELY KEPT
- 7.02.090 TAMPERING WITH EMERGENCY VEHICLE
- 7.02.100 ALARM SYSTEM
- 7.02.110 PRIVATE USE OF EQUIPMENT PROHIBITED
- 7.02.120 UNAUTHORIZED ENTRY OF PLACE WHERE FIRE APPARATUS STORED PROHIBITED
- 7.02.130 MUTUAL AID OR COOPERATIVE AGREEMENTS
- 7.02.140 APPARATUS FOR CITY USE--EXCEPTIONS
- 7.02.150 ISSUANCE OF BADGE
- 7.02.160 AUTO INSIGNIA
- 7.02.170 PENALTY FOR VIOLATION
- 7.02.180 DEPARTMENT MEMBERS TO ENFORCE

- 7.02.190 POLICE OFFICERS TO ASSIST
- 7.02.200 SPECIAL OFFICERS
- 7.02.210 INTENT OF CHAPTER
- 7.02.220 SEVERABILITY

CHAPTER 3: GENERAL FIRE REGULATIONS

- 7.03.010 RIGHT OF WAY
- 7.03.020 MAY BLOCKADE STREET
- 7.03.030 REMOVAL OF OBSTRUCTIONS
- 7.03.040 USE OF WATER
- 7.03.050 FALSE ALARMS
- 7.03.060 WILLFULLY OR NEGLIGENTLY CAUSING FIRE
- 7.03.070 UNLAWFUL INTERFERENCE
- 7.03.080 DRIVING OVER FIRE HOSE
- 7.03.090 LIMITS AT FIRE
- 7.03.100 DUTY OF BY-STANDERS
- 7.03.110 BLOCKING FIRE HYDRANTS AND FIRE DEPARTMENT CONNECTIONS
- 7.03.120 HYDRANT USE APPROVAL
- 7.03.130 TAMPERING WITH FIRE HYDRANTS
- 7.03.140 PARKING OF VEHICLE NEAR FIRE STATION
- 7.03.150 ACCUMULATION OF REFUSE AND RUBBISH
- 7.03.160 NUISANCE, INJUNCTION
- 7.03.170 SEVERABILITY

CHAPTER 4: OUTDOOR AND OPEN BURNING REGULATIONS

- 7.04.010 PURPOSE
- 7.04.020 APPLICABILITY
- 7.04.030 DEFINITIONS
- 7.04.040 GENERAL PROHIBITION ON OUTDOOR BURNING AND OPEN BURNING
- 7.04.050 PERMISSIBLE BURNING - WITHOUT PERMIT
- 7.04.060 OPEN BURNING OF BRUSH, LEAVES, AND GRASS CLIPPINGS
- 7.04.070 AGRICULTURAL BURNING
- 7.04.080 BURNING PERMITS
- 7.04.090 EXTINGUISHING OUTDOOR FIRES
- 7.04.100 LIABILITY
- 7.04.110 PENALTY
- 7.04.120 SEVERABILITY

CHAPTER 5: FIREWORKS

7.05.010 PURPOSE

7.05.020 HAZARDOUS ENVIRONMENTAL CONDITIONS

7.05.030 AUTHORITY OF LOCAL FIRE OFFICIAL TO ISSUE ORDERS

7.05.040 GEOGRAPHIC AREAS AFFECTED

7.05.050 PUBLIC NOTICE

7.05.060 PENALTY

7.05.070 ENFORCEMENT

7.05.080 SEVERABILITY

CHAPTER 6: COST RECOVERY FOR HAZARDOUS MATERIAL RELATED EMERGENCY

7.06.010 PURPOSE

7.06.020 DEFINITIONS

7.06.030 RECOVERY AUTHORIZATION

7.06.040 NO ADMISSION OF LIABILITY

7.06.050 ACTION TO RECOVER

7.06.060 SEVERABILITY

CHAPTER 7: COST RECOVERY FOR FIRE RELATED EMERGENCIES

7.07.010 PURPOSE

7.07.020 DEFINITIONS

7.07.030 RECOVERY AUTHORIZATION AND PROCEDURE

7.07.040 NO ADMISSION OF LIABILITY

7.07.050 ACTION TO RECOVER COSTS

7.07.060 SEVERABILITY

CHAPTER 1

UNIFORM FIRE CODE

- 7.01.010 Authority of Fire Department
- 7.01.020 Adoption of International Fire Code
- 7.01.030 Fire Official
- 7.01.040 Inspection of Buildings
- 7.01.050 Fire Investigations by Fire Officer
- 7.01.060 Entry During Fires
- 7.01.070 Penalties
- 7.01.080 Severability

7.01.010 AUTHORITY OF FIRE DEPARTMENT

The Fire Department's authority at fires and other emergencies involving the protection of life or property, interference with fire department operations, compliance with orders of the fire chief, and crossing fire hoses with vehicles, shall be governed by the code as adopted by chapters Four (4) through Ten (10), inclusive, as well as state and federal law.

7.01.020 ADOPTION OF INTERNATIONAL FIRE CODE

The International Fire Code as currently adopted by the State of Utah is hereby adopted by reference and made part of this chapter. Any successive amendments, editions, and/or appendixes adopted by the State of Utah are hereby incorporated herein by reference and shall be effective upon the date they are effective as a Utah State Statute. Not less than three copies of said code shall be deposited in the office of the City and open for public inspection and uses. (Ord. 02-04)

7.01.030 FIRE OFFICIAL

From time to time, the International Fire Code refers to the local

government's "Fire Official" or "Authority having Jurisdiction." These shall be held to mean the Fire Chief or a designee of the Fire Chief.

7.01.040 INSPECTION OF BUILDINGS

The Fire Chief, Fire Marshal of the City, and the City Building Inspector may enter any building or premises not used as a private dwelling at any reasonable hour for the purpose of inspecting and enforcing the rules, regulations and standards adopted by the City or contained within the Utah State Fire Prevention Law.

Whenever any such building or structure is discovered to be so situated as to endanger other buildings or property, or so occupied that a fire would endanger persons or property therein, the Fire Chief, Fire Marshall, or Building Inspector shall by written order direct the same to be removed or remedied.

7.01.050 FIRE INVESTIGATIONS BY FIRE OFFICER

The Fire Chief or Fire Marshal of the City shall investigate the cause, origin, and circumstances of every fire occurring within this city by which property has been destroyed or damaged, and shall especially make investigation as to whether such fire was the result of accident or design. The fire marshal shall keep in his or her office a record of all fires, together with all facts, statistics and circumstances, including the origin of the fires and the amount of the loss, which may be determined by the investigation required by this title.

7.01.060 ENTRY DURING FIRES

The Fire Chief or Fire Marshal may enter any building to begin an investigation by entering while the fire is in progress and the fire fighters are still at the premises. If the fire marshal enters while the fire is in progress and the fire fighters are present, the fire

marshal may remain on the premises until the investigation is completed. After the fire is out and the fire fighters have left the premises, the fire marshal may enter any open space that is not locked, boarded up or otherwise closed off. The fire marshal may enter at any time, even after the fire is out and the fire fighters have left the premises, with the permission of the owner, occupant, or other person entitled to possession, or of any agent of such owner, occupant or person entitled to possession. For any other entry to investigate possible arson the fire marshal shall apply for a search warrant.

7.01.070

PENALTIES

Except as otherwise indicated in section 7.04.100, any person who shall violate any of the provisions of this Title of this code, or fail to comply therewith, shall severally for each and every violation and noncompliance respectively be guilty of an offense as follows:

1. If done intentionally or knowingly, the offense is a class B misdemeanor;
2. If done recklessly, the offense is a class C misdemeanor; or
3. If done with criminal negligence, the offense is an infraction.

The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten days that prohibited conditions are maintained shall constitute a separate offense.

The application of the above penalty shall not be held to prevent

the enforced removal of prohibited conditions.

7.01.080 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.

CHAPTER 2

FIRE DEPARTMENT

7.02.010	Fire Department Created
7.02.020	Composition of Department
7.02.030	Duties of Chief
7.02.040	Divisions
7.02.050	Membership
7.02.060	Equipment
7.02.070	Recommendations for Purchase
7.02.080	Equipment to be Safely Kept
7.02.090	Tampering With Emergency Vehicle
7.02.100	Alarm System
7.02.110	Private Use of Equipment Prohibited
7.02.120	Unauthorized Entry of Place Where Fire Apparatus Stored Prohibited
7.02.130	Mutual Aid or Cooperative Agreements
7.02.140	Issuance of Badge
7.02.150	Auto Insignia
7.02.160	Penalty for Violation
7.02.170	Department Members to Enforce
7.02.180	Police Officers to Assist
7.02.190	Special Officers
7.02.200	Intent of Chapter
7.02.210	Severability

7.02.010 FIRE DEPARTMENT CREATED

There is hereby created a department to be hereafter known as the Syracuse Fire Department, the object of which shall be the prevention of fire and the protection of life and property within the limits of the City of Syracuse. (1971)

7.02.020 COMPOSITION OF DEPARTMENT

The Department shall consist of a Fire Chief and such other members as the City may from time to time prescribe.

7.02.030

DUTIES OF CHIEF

1. The Chief shall formulate a set of rules and regulations to govern the Department, and shall be responsible to the City Council for the personnel, morale and general efficiency of the Department.
2. The Chief shall determine the number and kind of companies of which the Department is to be composed and shall determine the response of such companies to alarms.
3. The Chief shall at least once a month conduct suitable drills or instruction in the operation and handling of equipment, first aid and rescue work, salvage, a study of buildings in Syracuse, fire prevention, water supplies, and all other matters generally considered essential to good firemanship and safety of life and property from fire.
4. The Chief is hereby required to assist the proper authorities in suppressing the crime of arson by investigating or causing to be investigated the cause, origin, and circumstances of all fires.
5. The Chief shall see that complete records are kept of all fires, inspections, apparatus and minor equipment, personnel and other information about the work of the department.
6. The Chief shall report monthly, or at such other intervals as the City Council may direct, to the Council the condition of the apparatus and equipment; the number of fires during the month, their location and cause, and the date of same and loss occasioned thereby; the number and purpose of all other runs made; and the number of members responding

to each fire or other run, and any changes in membership.

7. The Chief shall make a complete annual report to the City Council, together with comparative data for previous years and recommendations for improving the effectiveness of the Department. (1971)
8. The chief of the fire department may detail such members of the fire department as inspectors as shall from time to time be necessary.

7.02.040 DIVISIONS

In order to carry out its functions, the fire department is divided as follows:

1. Fire administration.
2. Fire prevention.
3. Emergency services.
4. Support services.
5. Training and information services.

7.02.050 MEMBERSHIP

The membership of the Department shall consist of such persons as may be appointed by the Chief.

7.02.060 EQUIPMENT

The Department shall be equipped with such apparatus and other

equipment as may be required from time to time to maintain its efficiency and properly protect life and property from fire. (1971)

7.02.070

RECOMMENDATIONS FOR PURCHASE

Recommendations of apparatus and equipment needed shall be made by the Chief, and after approval by the City Council shall be purchased in such manner as may be designated by the Council. (1971)

7.02.080

EQUIPMENT TO BE SAFELY KEPT

Fire suppression equipment shall not be obstructed, removed, tampered with or otherwise disturbed, and shall be installed and maintained, all in accordance with The International Fire Code.

7.02.090

TAMPERING WITH EMERGENCY VEHICLE

A person shall not, without proper authorization from the fire chief, cling to, attach himself to, climb upon or into, board, or swing upon any fire department emergency vehicle, whether the vehicle is in motion or at rest, or sound the siren, horn, bell or other sound-producing device thereon, or to manipulate or tamper with, or attempt to manipulate or tamper with any levers, valves, switches, starting devices, brakes, pumps, or any equipment or protection clothing on, or a part of, any fire department emergency vehicle. It shall be unlawful for any person to damage or deface, or attempt, or conspire to damage, or deface, any fire department emergency vehicle at any time, or to injure, or attempt to injure, or conspire to injure fire department personnel while performing departmental duties.

7.02.100

ALARM SYSTEM

Suitable arrangements or equipment shall be provided for citizens

to turn in an alarm, and for notifying all members of the Department so that they may promptly respond. (1971)

7.02.110

PRIVATE USE OF EQUIPMENT PROHIBITED

No person shall use any fire apparatus or equipment for any private purpose, nor shall any person willfully and without proper authority take away or conceal any article used in any way by the Department. (1971)

7.02.120

UNAUTHORIZED ENTRY OF PLACE WHERE FIRE APPARATUS STORED PROHIBITED

No person shall enter any place where fire apparatus is housed or handle any apparatus or equipment belonging to the Department unless accompanied by, or having the special permission of, an officer or authorized member of the Department. (1971)

7.02.130

MUTUAL AID OR COOPERATIVE AGREEMENTS

The City Council may enter into agreements or contracts with nearby incorporated communities or governing bodies of other organizations to provide the members of such communities or organizations with fire protection or to establish a mutual aid system, and the City shall not be liable for damage to persons or property resulting from firefighting equipment being outside the City limits pursuant to such agreements. (1971)

7.02.140

ISSUANCE OF BADGE

Each member of the Department may be issued a badge designating his rank, when determined necessary and advisable by the Chief. (1971)

7.02.150 AUTO INSIGNIA

Each member of the Department driving a car shall be issued a suitable insignia to be attached to the car. (1971)

7.02.160 PENALTY FOR VIOLATION

Any person violating the provisions of this chapter shall be guilty of an offense as indicated in Section 7.01.070.

7.02.170 DEPARTMENT MEMBERS TO ENFORCE

All regularly appointed members of the Department are hereby given the necessary special police powers for the purpose of enforcing the provisions of this Chapter. (1971)

7.02.180 POLICE OFFICERS TO ASSIST

It is hereby made the special duty of the Chief of Police and/or other peace officers who may be on duty and available for fire duty, to respond to all fire alarms and assist the Department in the protection of life and property, in regulating traffic, maintaining order, and in enforcing observance of all sections of this Chapter. (1971)

7.02.190 SPECIAL OFFICERS

The Department may elect a President, Vice President, Secretary, and Treasurer, to be known as Firefighters Association Officers. Such officers may be elected in any manner and for any term the membership may decide upon, and their duties shall be to arrange for and manage any or all social functions sponsored by the Department. (1971)

7.02.200**INTENT OF CHAPTER**

In adopting the foregoing Chapter, it is the declared intent and purpose of the City Council to comply with the provisions and recommendations of the Utah State Fire Prevention. (1971)

7.02.210**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.

CHAPTER 3

GENERAL FIRE REGULATIONS

7.03.010	Right of Way
7.03.020	May Blockade Street
7.03.030	Removal of Obstructions
7.03.040	Use of Water
7.03.050	False Alarms
7.03.060	Willfully or Negligently Causing Fire
7.03.070	Unlawful Interference
7.03.080	Driving Over Fire Hose
7.03.090	Limits at Fire
7.03.100	Duty of By-Standers
7.03.110	Blocking Fire Hydrants and Fire Department Connections
7.03.120	Hydrant Use Approval
7.03.130	Tampering With Fire Hydrants
7.03.140	Parking of Vehicle Near Fire Station
7.03.150	Accumulation of Refuse and Rubbish
7.03.160	Nuisance, Injunction
7.03.170	Severability

7.03.010 RIGHT OF WAY

It is hereby provided that any fire truck and movable fire fighting apparatus, and all personal cars of Fire Department members traveling within the City of Syracuse shall have the right of way over all other vehicles of every kind when responding to a fire alarm, and it shall be unlawful for the owner or operator of any vehicle to drive or operate the same in head of said fire truck or at a distance less than 600 feet or to follow the same at a distance closer than 600 feet, or to park within 300 feet of a fire. (1971)

7.03.020 MAY BLOCKADE STREET

Whenever a fire shall occur, it shall be lawful for the officer in charge to blockade any street, avenue, alley, sidewalk or other

place within the geographic limits of Syracuse, if in his judgment it is necessary to secure the efficient working of the men, hose, engines, or hook and ladder apparatus under his command, and to protect the hose from injury. It shall be unlawful for any person to break through said blockade. (1971)

7.03.030 REMOVAL OF OBSTRUCTIONS

When a fire is in progress, the officer in charge may order the removal or destruction of any building, fence, or any telephone, telegraph or electric light poles or wires or any other obstruction in order to prevent the progress of the fire, but no officer or firefighter shall unnecessarily or recklessly destroy or injure any building or other property. (1971)

7.03.040 USE OF WATER

The officer in charge at a fire shall have the right to use water from any source for the purpose of extinguishing the fire or for saving property in danger of being destroyed by fire. (1971)

7.03.050 FALSE ALARMS

No person shall deliberately or maliciously turn in an alarm of fire when in fact that person knows that no fire exists. Such acts of deliberate or malicious false alarms shall be punishable as prescribed under laws of the state and/or the code of the city. No person shall activate any installed fire warning system or any fixed fire extinguishing system for purposes other than emergency, maintenance, drill, or prescribed testing.

7.03.060 WILLFULLY OR NEGLIGENTLY CAUSING FIRE

It shall be unlawful for any person willfully or negligently to ignite or cause to be ignited any trees, shrubs, cultivated crop, fence, building or other property on any land not his own, or to throw any lighted cigar, cigarette, match or other burning material whatsoever on any land cover which will carry fire. (1971)

7.03.070 UNLAWFUL INTERFERENCE

It shall be unlawful for any person to hinder any officer in the discharge of his duty at a fire or emergency, or in any manner injure, deface or destroy any engine, hose or other apparatus or to interfere with any fire company or person, or to willfully break or injure any water pipe, or in any way interfere with the water or its course of supply. (1971)

7.03.080 DRIVING OVER FIRE HOSE.

A person may not operate or be in actual physical control of a vehicle that is driven or propelled over any fire hose of any fire department when laid down on any street, alley, way, private drive, or any other vehicular roadway without the consent of the fire chief or person in command of the operation.

7.03.090 LIMITS AT FIRE

The City Police Chief, in conjunction with the fire officer in charge, may prescribe the limits in the vicinity of the fire within which no person, except firefighters and members of the Police Department or those admitted by order of the officer in charge, shall be permitted to come. (1971)

7.03.100 DUTY OF BY-STANDERS.

No person shall fail or willfully refuse to comply with any lawful order of a member of the fire department nor interfere with the

attempt of another individual to comply with such order.

7.03.110 BLOCKING FIRE HYDRANTS AND FIRE DEPARTMENT CONNECTIONS

It shall be unlawful to obscure from view, damage, deface, obstruct or restrict the access to any fire hydrant or any fire department connection for the pressurization of fire suppression systems, including fire hydrants and fire department connections that are located on public or private streets and access lanes, or on private property.

7.03.120 HYDRANT USE APPROVAL

A person shall not use or operate any fire hydrant intended for use of any fire department for fire suppression purposes unless such person first secures a permit for such use from the fire chief and the Public Works Department. This section shall not apply to the use of such hydrants by a person employed by, and authorized to make such use by, the Public Works Department.

7.03.130 TAMPERING WITH FIRE HYDRANTS

No person shall tamper with, turn on, adjust, damage or attempt to tamper with, open, turn on or adjust any fire hydrant owned by the city or connected to the city water system. Nothing in this section shall apply to any person authorized by the city water department or city fire department to do anything to a fire hydrant.

7.03.140 PARKING OF VEHICLE NEAR FIRE STATION

No person shall park any vehicle or otherwise cause any obstruction to be placed within 30 feet of the entrance to any fire station or other place where fire apparatus is stored, or within 20 feet of the driveway approach from said station onto the public

street, or within 10 feet of any fire hydrant or cistern. (1971)

7.03.150

ACCUMULATION OF REFUSE AND RUBBISH

It shall be unlawful for any person to accumulate or permit the accumulation of empty boxes, refuse, water, rubbish, weeds or other inflammable substances, or to constitute a fire hazard when not required in the ordinary process of farming on any premises owned, rented, or controlled by him within the City limits or to carry on any business in or about any premises in such a manner as to endanger such premises or building or other buildings or premises by fire or explosion. (1971)

7.03.160

NUISANCE, INJUNCTION

Any fire hazard under this title is hereby declared to be a nuisance. In addition to any other relief provided by this title, the city attorney may apply to a court of competent jurisdiction for an injunction to prohibit the maintenance of any fire hazard. Such application for relief may include seeking a temporary restraining order, temporary injunction and permanent injunction.

7.03.170

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.

CHAPTER 4

OUTDOOR AND OPEN BURNING REGULATIONS

7.04.010	Purpose
7.04.020	Applicability
7.04.030	Definitions
7.04.040	General Prohibition on Outdoor Burning and Open Burning
7.04.050	Permissible Burning - Without Permit
7.04.060	Open Burning of Brush, Leaves, and Grass Clippings
7.04.070	Burning Permits
7.04.080	Extinguishing Outdoor Fires
7.04.090	Liability
7.04.100	Penalty
7.04.110	Severability

7.04.010 PURPOSE

This chapter is intended to promote the public health, safety and welfare and to safeguard the health, comfort, living conditions, safety and welfare of the citizens of Syracuse by regulating the air pollution and fire hazards of open burning and outdoor burning.

7.04.020 APPLICABILITY

This chapter applies to all outdoor burning and open burning within Syracuse.

1. This chapter does not apply to grilling or cooking food using charcoal, wood, propane or natural gas in cooking or grilling appliances.
2. This chapter does not apply to burning for the purpose of generating heat in a stove, furnace, fireplace or other heating device within a building certified for human or

animal habitation.

3. This chapter does not apply to the use of propane, acetylene, natural gas, gasoline or kerosene in a device intended for heating, construction or maintenance activities.

7.04.030

DEFINITIONS

The following words and phrases used in this Chapter shall have the following meanings unless a different meaning clearly appears from the context.

AGRICULTURAL BURNING: Open burning, in rural areas, essential to agricultural operations, including the growing of crops, the raising of fowl, animals or bees, when conducted on the premises where produced.

AIR CONTAMINANT: Any particulate matter or any gas, vapor, suspended solid or any combination thereof, excluding steam and water vapors.

AIR CONTAMINANT SOURCE: Any and all sources of emission of air contaminants whether privately or publicly owned or operated.

AIR POLLUTION: The presence in the ambient air of one or more air contaminants in quantities, or characteristics and under conditions and circumstances, and of a duration sufficient to cause or contribute to injury to human, plant, or animal life or health or to property or which unreasonably interferes with the enjoyment of life or use of property, as determined by the standards, rules and regulations adopted by the Utah Air Quality Board.

ATMOSPHERE: The air that envelopes or surrounds the earth and includes all spaces outside of buildings, stacks or exterior ducts.

APPROPRIATE AUTHORITY: The governing body of any city, town or county.

AUTHORIZED LOCAL AUTHORITY: A city, county or combination health department; a city, county, or combination fire department; or other local agency duly designated by appropriate authority, with approval of State Division of Health, as the agency to issue permits for open burning under regulations of the State Division of Health and other lawfully adopted ordinances, codes or regulations not in conflict therewith.

CAMPFIRE: A small outdoor fire intended for recreation or cooking but not including a fire intended for disposal of waste, wood or refuse.

CLEAN WOOD: natural wood which has not been painted, varnished or coated with a similar material; has not been pressure treated with preservatives; and does not contain resins or glues as in plywood or other composite wood products.

CLEARING INDEX: A number indicated rate of clearance of ground level pollutants from a given area. This number is calculated by the National Weather Service, from daily measurements of temperature lapse rates and wind speeds and directions from ground level to 10,000 feet.

CONSTRUCTION AND DEMOLITION WASTE: Building waste materials, including but not limited to waste shingles, insulation, lumber, treated wood, painted wood, wiring, plastics, packaging, and rubble that results from construction, remodeling, repair, and demolition operations on a house, commercial or

industrial building, or other structure.

DIVISION: Utah State Division of Health.

EMISSION: The act of discharging, into the atmosphere, an air contaminant or an effluent which contains or may contain an air contaminant; or the effluent so discharged into the atmosphere.

FIRE CHIEF: The Chief of the Syracuse Fire Department.

GARBAGE: All putrescible animal and vegetable matter resulting from the handling, preparation, cooking and consumption of food, including wastes attendant thereto.

HEAVY FUEL OIL: A petroleum product or similar material heavier than diesel fuel.

HOUSEHOLD WASTE: Any solid or liquid material normally generated by a family in a residence in the course of ordinary day to day living; including but not limited to garbage, paper products, rags, leaves and garden trash.

MUNICIPALITY: A county, township, city, or village.

OPEN BURNING: Any burning of combustible materials where the products of combustion are emitted into open air without passing through a chimney or stack.

OUTDOOR BURNING: Open burning or burning in a patio wood-burning unit.

PATIO WOOD-BURNING UNIT: A chimnea, patio warmer, or other portable wood-burning device used for outdoor recreation and/or heating.

PERSON: Any individual, public or private corporation, partnership, association, firm, trust or estate; the state or any department, institution, bureau, or agency thereof, any municipal corporation, county, city and county, or other political subdivision of the state, or any other legal entity whatsoever which is recognized by the law as being subject to rights and duties.

REFUSE: means any waste material except trees, logs, brush, stumps, leaves, grass clippings, and other vegetative matter. .

SALVAGE OPERATION: Any business, trade or industry engaged in whole or part in salvaging or reclaiming any product or material, including, but not limited to metals, chemicals, shipping containers or drums.

TRASH: Solids not considered to be highly flammable or explosive: including, but not limited to clothing, rags, leather, plastic, rubber, floor coverings, excelsior, tree leaves, yard trimmings and other similar materials.

WASTE: All solid liquid or gaseous material, including but not limited to, garbage, trash, household waste, construction or demolition debris, or other refuse including that resulting from the prosecution of any business trade or industry. (1971)

7.04.040

GENERAL PROHIBITION ON OUTDOOR BURNING AND OPEN BURNING

Open burning and outdoor burning are prohibited in Syracuse unless the burning is specifically permitted by this chapter.

7.04.050

PERMISSIBLE BURNING - WITHOUT PERMIT.

When not prohibited by other laws or by officials having jurisdiction, and provided that a nuisance is not created, the

following types of open burning are permissible without securing a permit:

1. In devices for the primary purpose of preparing food such as outdoor grills and fireplaces.
2. Campfires and fires used solely for cooking, ceremonial, or recreational purposes where such fires do not create a nuisance and are under the control of a responsible person.
3. Indoor fireplaces.
4. Burning of fence lines on cultivated lands, canals, or irrigation ditches if: (i) the burning does not pose a threat to forest, range, or watershed lands; (ii) due care is used in the control of the burning; and (iii) the individual notifies the fire department of the approximate time the burning will occur.
5. Open burning described in Section 7.05.060.1 between November 1 and May 31 of the following year if the ground is snow covered, except in years the closed burning season is extended by the State Forester.

7.04.060

OPEN BURNING OF BRUSH, LEAVES, AND GRASS CLIPPINGS

1. Open burning of brush, leaves, and grass clippings is allowed only at properties in an agricultural zone, properties containing twenty (20) or more trees, and properties at least two (2) acres in size. Such burning shall be in accordance with all of the following provisions.
2. Except for burning identified in Section 7.05.050, a burning permit must be obtained prior to open burning under this

section.

3. All allowed open burning shall be conducted in a safe, nuisance-free manner, when wind and weather conditions minimize adverse effects and do not create a health hazard or a visibility hazard. Open burning shall be conducted in conformance with all local and state fire protection regulations.
4. Open burning shall be constantly attended and supervised by a competent person of at least eighteen (18) years of age until the fire is extinguished and is cold. The person shall have readily available for use such fire extinguishing equipment as may be necessary for the total control of the fire.
5. No materials may be burned upon any street, curb, gutter or sidewalk or on the ice of a lake, pond, stream or water body.
6. Except for barbecue, gas, and charcoal grills, no burning shall be undertaken within 25 feet from any combustible material, combustible wall or partition.
7. No open burning may be conducted on days when the Department of Environmental Quality has declared an “air quality action day” applicable to Syracuse.

7.04.070

BURNING PERMITS.

1. Except where explicitly authorized by this chapter or state code, no person shall start or maintain any outdoor burning or open burning without a burning permit issued by the Davis County Fire Warden, Fire Chief, or other authorized

designee.

2. Open burning shall be allowable by permit during dates designated by the Davis County Fire Warden. All state air clearing index action provisions must be abided by
3. When weather conditions or extenuating circumstances warrant, the Fire Chief may temporarily suspend issuing burning permits and may temporarily suspend previously issued burning permits for open burning.
4. A burning permit issued under this section shall require compliance with all applicable provisions of this title and any additional special restrictions deemed necessary to protect public health and safety.
5. Any violation of the conditions of a burning permit shall be deemed a violation of this chapter. Any violation of this chapter or the burning permit shall void the permit.

7.04.080

EXTINGUISHING OUTDOOR FIRES

The fire chief, police chief, or their authorized representatives, shall have the authority to require that any outdoor fire be immediately extinguished when, in their judgment, such fire creates a hazard or constitutes a violation of this section. If such a request for a fire to be extinguished is not fulfilled, the fire chief, police chief, or their authorized representatives, may take action to have such fire extinguished.

7.04.090

LIABILITY

A person utilizing or maintaining an outdoor fire shall be responsible for all fire suppression costs and any other liability resulting from damage caused by the fire.

7.04.100**PENALTY**

Any person who shall violate any of the provisions of this Chapter shall be guilty of a Class B misdemeanor. In addition thereto, such person may be enjoined from continuing such violations, and each day upon which such a violation occurs shall constitute a separate violation.

7.04.110**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.

CHAPTER 5

FIREWORKS

7.05.010	Purpose
7.05.020	Hazardous Environmental Conditions
7.05.030	Authority of Local Fire Official to Issue Orders
7.05.040	Geographic Areas Affected
7.05.050	Public Notice
7.05.060	Penalty
7.05.070	Enforcement
7.05.080	Severability

7.05.010 PURPOSE

This Chapter authorizes the fire chief to prohibit the use of fireworks when hazardous environmental conditions necessitate controlling the use thereof.

7.05.020 HAZARDOUS ENVIRONMENTAL CONDITIONS

For the purposes of this chapter, “hazardous environmental conditions” means extreme dryness or lack of moisture, windy conditions, the presence of dry weeds and other vegetation and any combination thereof.

7.05.030 AUTHORITY OF LOCAL FIRE OFFICIAL TO ISSUE ORDERS

The Fire Chief is hereby authorized to issue orders prohibiting use of any fireworks in any area of the municipality for a specific year where the Fire Chief determines that hazardous environmental conditions necessitate controlling or prohibiting the use thereof.

7.05.040 GEGRAPHIC AREAS AFFECTED

The local fire official shall determine what areas are subject to prohibition and the extent of the prohibition and shall identify the same in a written order. The order shall also include a map outlining affected areas.

7.05.050 PUBLIC NOTICE

The city shall immediately post copies of the written order of the Fire Chief in at least three public places within the city; post a copy of the order on the official city website; inform all local news media outlets of the order, and provide a copy of the order thereto.

7.05.060 PENALTY

Any person who violates an order of the fire chief issued pursuant to this chapter is guilty of an offense as indicated in section 7.01.070.

7.05.070 ENFORCEMENT

Every officer charged with enforcement of State and municipal laws within the jurisdiction of this municipality, including the Fire Chief is hereby charged with the responsibility to enforce this title.

7.05.080 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.

CHAPTER 6

COST RECOVERY FOR HAZARDOUS MATERIAL RELATED EMERGENCY

7.06.010	Purpose
7.06.020	Definitions
7.06.030	Recovery Authorization
7.06.040	No Admission of Liability
7.06.050	Action to Recover
7.06.060	Severability

7.06.010 PURPOSE

This chapter shall provide procedures for recovering costs incurred by the Syracuse for City assistance in hazardous material incidents. (Ord. 03-06)

7.06.020 DEFINITIONS

HAZARDOUS MATERIALS EMERGENCY: a sudden and unexpected release, of any substance that, because of its quantity, concentration or physical, chemical or infectious characteristics, presents a direct and immediate threat to public safety or the environment, and requires immediate action to mitigate the threat.

EXPENSES: the actual labor costs of government and volunteer personnel, including workers compensation benefits, fringe benefits, administrative overhead, costs of equipment, cost of equipment operation, cost of materials, cost of disposal, and the cost of any contract labor and materials. (Ord. 03-06)

7.06.030

RECOVERY AUTHORIZATION

Syracuse shall be entitled to recover expenses it may incur in the cleanup of any hazardous material emergency from the person or entity that owned and/or had control over and/or caused the release of the hazardous material involved in the hazardous materials emergency. Recovery of expenses shall be pursuant to the following procedure:

1. The City shall determine responsibility for the emergency and notify the responsible party by mail of the City's determination of responsibility and the expenses to be recovered.
2. The notice shall specify that the party determined responsible may appeal the City's decision before a hearing officer designated by the mayor and establish a date by which the notice of appeal shall be filed. The appeal date shall be no less than fifteen days from the date of the notice.
3. In the event the party determined responsible appeals the determination, the hearing officer shall hold a public hearing to consider any issues raised by the appeal, at which hearing the appealing party and the City shall be entitled to present evidence in support of their respective positions.
4. The hearing officer shall, after the hearing, make a recommendation to the City Council, who shall issue a decision assessing responsibility and costs. (Ord. 03-06)

7.06.040

NO ADMISSION OF LIABILITY

The payment of expenses determined owing under this chapter does not constitute an admission of liability or negligence in any

legal action for damages. (Ord. 03-06)

7.06.050 ACTION TO RECOVER

In the event parties determined to be responsible for the repayment of hazardous material emergency costs fail to make payment to the City within thirty (30) days after a determination of any liability, the City may initiate legal action to recover from the parties determined responsible the costs determined to be owing, including the City's reasonable attorney's fees. (Ord. 03-06)

7.06.060 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.

CHAPTER 7

COST RECOVERY FOR FIRE RELATED EMERGENCIES

7.07.010	Purpose
7.07.020	Definitions
7.07.030	Recovery Authorization and Procedure
7.07.040	No Admission of Liability
7.07.050	Action to Recover Costs
7.07.060	Severability

7.07.010 PURPOSE

This chapter shall provide procedures for recovering costs incurred by Syracuse for City assistance in fire emergency. (Ord. 03-07)

7.07.020 DEFINITIONS

As used in this chapter:

1. FIRE EMERGENCY: means a fire proximately caused by a person or business whose conduct was at a minimum grossly negligent and resulted in a fire to which the City and/or assisting agencies responded.
2. EXPENSES: means the actual labor costs of government and volunteer personnel, including workers compensation benefits, fringe benefits, administrative overhead, costs of equipment, cost of equipment operation, cost of materials, cost of disposal, and the cost of any contract labor and materials.

3. **GROSSLY NEGLIGENT**: means a reckless disregard for the safety of property or others. (Ord. 03-07)

7.07.030

RECOVERY AUTHORIZATION AND PROCEDURE

Syracuse is empowered to recover from any person, corporation, partnership or other individual or entity whose grossly negligent actions cause a fire emergency, expense incurred by Syracuse associated with a response to a fire emergency. Recovery of expenses shall be pursuant to the following procedures:

1. The City shall determine responsibility for the emergency and notify the responsible party by mail of the City's determination of responsibility and the costs to be recovered.
2. The notice shall specify that the party determined responsible may appeal the City's decision before a hearing officer designated by the mayor and establish a date by which the notice of appeal should be filed. The appeal date shall be no less than fifteen days from the date of the notice.
3. In the event the party determined responsible appeals the determination, the hearing officer shall hold a public hearing to consider any issues raised by the appeal, at which hearing the appealing party and the City shall be entitled to present evidence in support of their respective positions.
4. The hearing officer shall after the hearing make a recommendation to the City Council, who shall issue a decision assessing responsibility and costs. (Ord. 03-07)

7.07.040**NO ADMISSION OF LIABILITY**

The payment of expenses determined owing under this chapter does not constitute an admission of liability or negligence in any legal action for damages. (Ord. 03-07)

7.07.050**ACTION TO RECOVER COSTS**

In the event a party determined to be responsible for the repayment of fire emergency expenses fails to make payment to the City within thirty (30) days after a determination of any appeal by the mayor to the City Manager, or thirty (30) days from the deadline for appeal In the event no appeal is filed, the City may initiate legal action to recover the costs determined to be owing, including the City's reasonable attorney's fees. (Ord. 03-07)

7.07.060**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.

TITLE VII

HEALTH & FIRE &

HAZARDOUS MATERIALS

CHAPTER 1: UNIFORM FIRE CODE

- 7.01.010 AUTHORITY OF FIRE DEPARTMENT
- 7.01.020 ADOPTION OF INTERNATIONAL FIRE CODE
- 7.01.030 FIRE OFFICIAL
- 7.01.040 INSPECTION OF BUILDINGS
- 7.01.050 FIRE INVESTIGATIONS BY FIRE OFFICER
- 7.01.060 ENTRY DURING FIRES
- 7.01.070 PENALTIES
- 7.01.080 SEVERABILITY

CHAPTER 2: FIRE DEPARTMENT

- 7.02.010 FIRE DEPARTMENT CREATED
- 7.02.020 COMPOSITION OF DEPARTMENT
- 7.02.030 DUTIES OF CHIEF
- 7.02.040 DIVISIONS
- 7.02.050 MEMBERSHIP
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CHAPTER 1

CITY-COUNTY HEALTH DEPARTMENT

7-1-1: CREATION OF CITY-COUNTY HEALTH DEPARTMENT

7-1-2: POWERS OF CITY-COUNTY HEALTH DEPARTMENT
‡

~~CREATION OF CITY-COUNTY HEALTH DEPARTMENT.~~ The City of Syracuse hereby joins with Davis County and the other Participating towns and cities of Davis County in the creation of a full-time City-County Health Department in Davis County, State of Utah, which Department shall be known as the Davis County Health Department. (1971)

7.01.010 POWERS OF CITY-COUNTY HEALTH DEPARTMENT. The City-County Health Department is hereby authorized and empowered to act within the incorporated limits of Syracuse City in accordance with authority granted to a City-County Health Department in Title 26, Chapter 15, Sections 33 to 53 inclusive, of the Utah Code Annotated, 1953, as amended. (1971)

Comment [WC1]: "The governing body of each county shall create and maintain a local health department which includes and serves all incorporated and unincorporated areas in the county." UCA §26A-1-103.

CHAPTER 2

HEALTH AND SANITARY REGULATIONS

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~~7-2-2: Standards of Quality~~

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~~7-2-4: Meat Markets—Facilities Required~~

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~~7-2-9: Regulation of Sale of Milk~~

~~7-2-10: Health Department May Enter Premises~~

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~~7-2-15: Dumping Garbage Only at Lawful Place~~

~~7-2-16: Establishment of Dumping Grounds~~

~~7-2-17: Health Department May Close to Occupancy~~

~~7-2-1: ——— LICENSE REQUIRED TO ENGAGE IN FOOD HANDLING BUSINESS. It shall be unlawful for any person to engage in the business of handling, selling, offering for sale, preparing, processing, or serving any food or food products, beverages or water intended for human consumption, or to fumigate any human habitation, or to operate a cannery, food packing or processing plant, or a slaughter house or~~

animal disposal establishment, or to clean out or install any privy, cesspool, or septic tank, without first making application for and obtaining from the City Board of Health, or City Council, a written permit so to do. Application for such permit shall be made in writing and filed with the City Council, together with a fee of One Dollar. The fee shall be deposited with the City Treasurer if the Application is granted, and returned to the applicant if denied. (1971)

~~7-2-2: **STANDARDS OF QUALITY.** The standards of quality, purity and strength of food and drinks that have been or shall hereafter be adopted by the United States Department of Agriculture, are hereby declared to be the standards of purity and strength of food and drinks of this City, and said standards of quality, purity and strength of food and drinks adopted by the United States Department of Agriculture are hereby made a part of this Chapter, except where otherwise specified. (1971)~~

~~7-2-3: **OFFERING UNWHOLESOME FOOD FOR SALE.** No person shall expose or offer for sale, or sell for human food, any blown, meager, diseased or bad meat, poultry or game, or an unsound, diseased or unwholesome fish, fruit, vegetables, or other market produce. No person shall within this City, expose or offer for sale or sell for human consumption, any sick or diseased animal, or the flesh of any animal, which when killed was sick or diseased, or that died a natural or accidental death. Any article or animal that shall be offered or exhibited for sale in any market as though it were intended for sale, shall be deemed offered and exposed for sale within the meaning of this Section. No person shall sell or offer for sale in this City any unwholesome food or drink, or any food or beverage which has been condemned by a government or a City inspector or by an inspector of the Health Department, and the City Council may cause such food or drink to be seized and confiscated. (1971)~~

~~7-2-4: **MEAT MARKETS FACILITIES REQUIRED.** It shall be unlawful to use any building, room or place as a meat market, unless the same be provided with a refrigerator of sufficient capacity to handle all meats and~~

meat products held for sale, the same to be maintained at a temperature of not more than 45° Fahrenheit; such places shall be provided with suitable racks and receptacles for meats and all utensils, hooks, hangers, racks, and dishes, shall be kept in a sanitary condition. (1971)

~~7-2-5: **HANDLING MEATS OR FOOD PRODUCTS—SANITARY REQUIREMENTS.** It shall be unlawful for any person engaged in the handling, preparation or processing of meats or food products to fail to keep his hands and clothing in a sanitary condition, or to work with or around said meats and foods while affected with tuberculosis, or any communicable disease. (1971)~~

~~7-2-6: **INSPECTION OF MEAT.** It shall be unlawful to sell, or offer for sale any meat or meat products or any animal which has not been inspected by a government, state, county or city inspector in accordance with regulations established by the United States Department of Agriculture, and the regulations of the Department of Agriculture, and the regulations of the Department of Agriculture of the State of Utah, and for this purpose the City Council may appoint a competent inspector or inspectors whose duties shall be to inspect all slaughtering and operations conducted in such slaughter houses, and may provide fees for inspection and services to be paid by said slaughter houses. (1971)~~

~~7-2-7: **PREMISES TO BE CLEAN.** It shall be unlawful for the owner or occupant of any cannery, food packing or processing plant, or other place where food is canned, prepared or processed, kept or sold, to permit the said premises or yard connected therewith to remain unclean, or in any state or condition detrimental to the public health. (1971)~~

~~7-2-8: **CONTROL OF FOOD PROCESSORS.** The provisions of this Chapter shall apply to all packing houses, slaughter houses, dairies and canaries located in or within one mile of the limits of the City of Syracuse, and to all other food processing and canning plants within said~~

area. (1971)

~~7-2-9: **REGULATION OF THE SALE OF MILK.** It shall be unlawful for any person to offer for sale in this City any unwholesome, watered or adulterated milk, or milk known as swill milk, or milk, from cows that are fed on swill, garbage, or other like substance, or to offer for sale any butter or cheese made from such milk. It shall be unlawful for any person to bring or send into this City, any milk without first having obtained a permit from the Health Department to do so. Such permit shall be given by said Health Department whenever, upon inspection of the vessels used to hold milk, and test of the milk, it shall appear that said vessels and premises are kept in good sanitary condition, and that the milk meets the requirements of the rules adopted by such Health Department and compliance with the State Board of Health regulations. None but pure wholesome, unadulterated and undiluted milk shall be sold or offered for sale.~~

~~After such permit shall have been granted, the Health Officer shall have the power to revoke such permit and condemn whenever, upon inspection of the premises and vessels and the test of milk, it shall appear that such premises or vessels are not kept in a good sanitary condition, or that the milk does not meet the requirements of the rules of the Health Department; and it shall be unlawful for any person to sell, or offer to sell, or offer for sale, any milk so condemned. (1971)~~

~~7-2-10: **HEALTH DEPARTMENT MAY ENTER PREMISES.** The Health Department or any duly authorized representative thereof is hereby empowered, when it shall be deemed necessary to secure or preserve the public health, to enter into or upon any premises, buildings or other places open to the public to examine the condition of such building, premise, or other place, or of any person occupying the same or working therein or thereon, and also to examine, analyze or test any products of goods manufactured, stored, or kept for sale upon or in any building or premises and if, after such examination, analysis tests, such products or goods shall be found unfit for human food, or unsanitary, to~~

condemn or destroy all such foodstuffs, goods, or products. (1971)

~~7-2-11: **PHYSICIANS TO REPORT CONTAGIOUS DISEASES.** It shall be unlawful for physicians of other persons having knowledge of the existence of any contagious or infectious diseases or having reason to believe that any disease exists, to fail to report the same forthwith to the Health Department. (1971)~~

~~7-2-12: **UNSANITARY DISPENSERS OF FOOD.** Whenever it is determined by a member of the Health Department that filthy or unsanitary conditions exist or are permitted to exist in the operation of any hotel, restaurant, boarding house, food store or other public place where food or beverages are manufactured, processed, stored, deposited, sold or offered for sale, for any purpose whatsoever, the proprietor or any person operating said place shall first be notified and warned by the Health Department to place said premises in a sanitary condition within a reasonable length of time, and any such person who fails to obey such notice or who shall continue to deal in said foods or beverages, from premises thus failing to comply, shall be guilty of a violation of this Chapter. (1971)~~

~~7-2-13: **UNLAWFUL TO ALLOW GARBAGE TO ACCUMULATE.** It shall be unlawful for any person to allow garbage, dead animals or other refuse to accumulate upon the premises occupied by such person. (1971)~~

~~7-2-14: **VACATING PREMISES.** It shall be unlawful for any person upon vacating or removing from dwellings, apartments, storerooms or other buildings situated within the corporate limits of the City to fail to remove all garbage, rubbish and ashes from such buildings and premises and also the ground appurtenant thereto; or to fail to place the same in a thoroughly sanitary condition within 24 hours after said premises shall be vacated. (1971)~~

~~7-2-15: **DUMPING GARBAGE ONLY AT LAWFUL PLACE.** It shall be unlawful for any person to dump, deposit, leave or cause or permit to be~~

dumped, deposited or left, any garbage or offensive material, vegetable waste, market waste, or any other waste food products, animal by-products, ashes or any other refuse or waste material, except at such times and places as may be designated by the City Council, in accordance with the terms of this Chapter. (1971)

~~7-2-16: ESTABLISHMENT OF DUMPING GROUNDS. The City Council may, by resolution or ordinance, establish a dumping ground for certain material within the limits of the City, which dumping ground shall be, as far as is practical, used by the inhabitants of the City.~~

~~The City Council shall adopt rules and regulations for the use of the said dumping ground and shall appoint a qualified supervisor to enforce such rules and regulations. Such rules and regulations shall specify the area where the same may be dumped and the kind and classes of material to be dumped thereupon. It shall be unlawful for any person to dump any waste material at any place in the City except under the direction of the supervisor so appointed by the City Council and in accordance with rules and regulations so adopted by the City Council. (1971)~~

~~7-2-17: HEALTH DEPARTMENT MAY CLOSE TO OCCUPANCY.~~

~~Whenever, in the opinion of the Health Department, any building or dwelling has, because of its unsanitary condition, become a menace to life or health or unfit for human habitation, said Health Department shall have the power to close to occupancy said building or dwelling and/or cause to be vacated said building or dwelling until the same is put in a clean and sanitary condition as required by the rules and regulations of the Health Department. It shall further be the duty of the Health Department to notify the owner, agent or lessee in writing of the action taken and post in a conspicuous place on said building or dwelling a sign reading as follows, to wit: "Closed to Occupancy by order of the Health Department."~~

~~It shall be unlawful for any person to occupy, lodge or sleep in, or cause or permit to occupy, lodge or sleep in, any building or dwelling or other place closed to occupancy by order of the Health Department. (1971)~~

CHAPTER 3

~~GARBAGE COLLECTION AND DISPOSAL~~

~~7-3-1: May Provide Services~~

~~7-3-2: May Establish Rules and Regulations~~

~~7-3-1: **MAY PROVIDE SERVICES.** Syracuse City may provide, either directly or by agreement with a contractor, for the collection and disposition of garbage and trash within the corporate limits of the City. (1971)~~

~~7-3-2: **MAY ESTABLISH RULES AND REGULATIONS.** The City Council of Syracuse may by resolution establish rules and regulations governing the disposal and collection of garbage and fixing rates for the collection of the same. (1971) (See Ordinance 86-8 and Resolution R90-4)~~

CHAPTER 41

UNIFORM FIRE CODE

~~7-4-1:~~7.01.010 ~~Adoption of Uniform Fire Code~~ Authority of Fire Department

7.01.020 Adoption of International Fire Code

7.01.030 Fire Official

~~7-4-2:~~7.01.040 Inspection of Buildings

~~7-4-3:~~7.01.050 Fire Investigations by Fire Officer

7.01.060 Entry During Fires

7.01.070

~~7-4-4:~~ Penalties

7.01.080 Severability

7.01.010 AUTHORITY OF FIRE DEPARTMENT

The Fire Department's authority at fires and other emergencies involving the protection of life or property, interference with fire department operations, compliance with orders of the fire chief, and crossing fire hoses with vehicles, shall be governed by the code as adopted by chapters Four (4) through Ten (10), inclusive, as well as state and federal law.

7.01.020 ADOPTION OF INTERNATIONAL FIRE CODE-

The International Fire Code, ~~2000, published by International Code Council, Inc. and~~ as currently adopted by the State of Utah is hereby adopted by reference and made part of ~~these revised ordinances~~ this chapter. Any successive amendments, editions, and/or appendixes adopted by the State of Utah are hereby incorporated herein by reference and shall be effective upon the

date they are effective as a Utah State Statute. Not less than three copies of said code shall be deposited in the office of the City and open for public inspection and uses. (Ord. 02-04)

~~7.01.010~~ 7.01.030 **FIRE OFFICIAL**

From time to time, the International Fire Code refers to the local government's "Fire Official" or "Authority having Jurisdiction." These shall be held to mean the Fire Chief or a designee of the Fire Chief.

~~7.01.020~~ 7.01.040 **INSPECTION OF BUILDINGS-**

The Fire Chief, ~~or~~ Fire Marshal of the City, ~~or of the County~~ and the City Building Inspector may enter any building or premises not used as a private dwelling at any reasonable hour for the purpose of inspecting and enforcing the rules, regulations and standards adopted by the City or contained within the Utah State Fire Prevention Law. Whenever any such building or structure is discovered to be so situated as to endanger other buildings or property, or so occupied that a fire would endanger persons or property therein, the Fire Chief, Fire Marshall, or Building Inspector shall by written order direct the same to be removed or remedied. (1971)

7.01.050 **FIRE INVESTIGATIONS BY FIRE OFFICER-**

The Fire Chief or Fire Marshal of the City ~~or of the County~~ shall ~~investigate the cause, origin and circumstances of each fire occurring in the City by which property has been destroyed or damaged.~~ Such investigation shall be commenced immediately after such fire and shall determine, among other things, whether ~~the fire was the result of carelessness or of design.~~ If the officer making the investigation determines that the fire appears to be of suspicious origin, he shall immediately notify the State Fire

Marshal to this effect and shall, within one week after the fire, file with the State Fire Marshall a written report setting forth all of the facts and circumstances regarding the fire and such other information as the State Fire Marshal shall require. (1974) shall investigate the cause, origin, and circumstances of every fire occurring within this city by which property has been destroyed or damaged, and shall especially make investigation as to whether such fire was the result of accident or design. The fire marshal shall keep in his or her office a record of all fires, together with all facts, statistics and circumstances, including the origin of the fires and the amount of the loss, which may be determined by the investigation required by this title.

7.01.0307.01.060 ENTRY DURING FIRES

The Fire Chief or Fire Marshal may enter any building to begin an investigation by entering while the fire is in progress and the fire fighters are still at the premises. If the fire marshal enters while the fire is in progress and the fire fighters are present, the fire marshal may remain on the premises until the investigation is completed. After the fire is out and the fire fighters have left the premises, the fire marshal may enter any open space that is not locked, boarded up or otherwise closed off. The fire marshal may enter at any time, even after the fire is out and the fire fighters have left the premises, with the permission of the owner, occupant, or other person entitled to possession, or of any agent of such owner, occupant or person entitled to possession. For any other entry to investigate possible arson the fire marshal shall apply for a search warrant.

7.01.070 PENALTIES. ~~Any person who shall violate any of the provisions of the Code hereby adopted or fail to comply therewith, or who shall violate or fail to comply with any order made there under, or who shall build in violation of any detailed~~

~~statement or specifications or plans submitted and approved there under, or any certificate or permit issued there under, and from which no appeal has been taken, or who fails to comply with such an order as affirmed or modified by the City Council or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation and non-compliance, respectively, be guilty of a Class B Misdemeanor, punishable by a fine of not to exceed \$1,000.00, or by imprisonment in the City or County Jail for not to exceed six months, or by both such fine and imprisonment.~~

Except as otherwise indicated in section 7.04.100, any person who shall violate any of the provisions of this Title of this code, or fail to comply therewith, shall severally for each and every violation and noncompliance respectively be guilty of an offense as follows:

1. If done intentionally or knowingly, the offense is a class B misdemeanor;
2. If done recklessly, the offense is a class C misdemeanor; or
3. If done with criminal negligence, the offense is an infraction.

The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten days that prohibited conditions are maintained shall constitute a separate offense.

The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions. ~~(1986)~~

7.01.80 **7.01.080 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.

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CHAPTER 52

FIRE DEPARTMENT

- ~~7-5-1:7.02.010~~ -Fire Department Created
- ~~7.02.020~~ ~~7-5-2:~~ Composition of Department
- ~~7.02.030~~ ~~7-5-3:~~ Appointment of Chief Duties of Chief
- ~~7.02.040~~ ~~7-5-4:~~ Chief Accountable to City Council Divisions
- ~~7.02.050~~ ~~7-5-5:~~ Appointment of Assistant Chiefs and Other Department Officers Membership
- ~~7.02.060~~ ~~7-5-6:~~ Duties of Chief Equipment
- ~~7.02.070~~ ~~7-5-7:~~ Membership Recommendations for Purchase
- ~~7.02.080~~ ~~7-5-8:~~ Suspension or Discharge Equipment to be Safely Kept
- ~~7.02.090~~ ~~7-5-9:~~ Equipment Tampering With Emergency Vehicle
- ~~7.02.100~~ ~~7-5-10:~~ Recommendations for Purchase Alarm System
- ~~7.02.110~~ ~~7-5-11:~~ Equipment to be Safely Kept Private Use of Equipment Prohibited
- ~~7.02.120~~ ~~7-5-12:~~ Alarm System Unauthorized Entry of Place Where Fire Apparatus Stored Prohibited
- ~~7.02.130~~ ~~7-5-13:~~ Private Use of Equipment Prohibited Mutual Aid or Cooperative Agreements
- ~~7-5-14:~~ Unauthorized Entry of Place Where Fire Apparatus Stored Prohibited
- ~~7.02.140~~ ~~7-5-15:~~ Mutual Aid or Cooperative Agreements Issuance of Badge
- ~~7.02.150~~ ~~7-5-16:~~ Apparatus for City Use Exceptions Auto Insignia
- ~~7.02.160~~ ~~7-5-17:~~ Issuance of Badge Penalty for Violation
- ~~7.02.170~~ ~~7-5-18:~~ Auto Insignia Department Members to Enforce
- ~~7.02.180~~ ~~7-5-19:~~ Penalty for Violation Police Officers to Assist
- ~~7.02.190~~ ~~7-5-20:~~ Department Members to Enforce Special Officers
- ~~7-5-21:~~ City Marshal and Police Officer to Assist
- ~~7-5-22:~~ Special Officers
- ~~7.02.200~~ ~~7-5-23:~~ Duties of Social Officers Intent of Chapter
- ~~7-5-24:~~ Intent of Chapter
- ~~7.02.210~~ Severability

7.02.010 FIRE DEPARTMENT CREATED:

There is hereby created a department to be hereafter known as the Syracuse ~~City~~ Fire Department, the object of which shall be the prevention of fire and the protection of life and property within

the limits of the City of Syracuse. (1971)

7.02.020

COMPOSITION OF DEPARTMENT.

The Department shall consist ~~of a Chief, two Assistant Chiefs and other officers as the Chief and City Council may deem necessary for the effective operation of the Department. (1971)~~ of a Fire Chief and such other members as the City may from time to time prescribe.

~~**APPOINTMENT OF CHIEF.** The Chief shall be appointed by the Mayor with the advice and consent of the City Council for an indefinite period of time, and his tenure of office shall depend upon his good conduct and efficiency. The Chief shall be technically qualified by training and experience and shall have ability to command men and hold their respect and confidence. He shall be removed only for just cause and after a public hearing before the City Council. (1971)~~

~~**CHIEF ACCOUNTABLE TO CITY COUNCIL.** The Chief shall be held accountable to the City Council only, and shall make written and verbal reports thereto as the Council may require. All other Department and Company officers shall be accountable to the Chief only. (1971)~~

~~**APPOINTMENT OF ASSISTANT CHIEFS AND OTHER DEPARTMENT OFFICERS.** The Assistant Chief and all other Department and Company officers shall be appointed by the Chief with the approval of the City Council. Such officers shall be accountable only to the Chief, and subject to removal by him. (1971)~~

7.02.030

DUTIES OF CHIEF.

1. The Chief shall formulate a set of rules and regulations to govern the Department, and shall be responsible to the City Council for the personnel, morale and general efficiency of the Department.
2. The Chief shall determine the number and kind of companies of which the Department is to be composed

and shall determine the response of such companies to alarms.

3. The Chief shall at least once a month conduct suitable drills or instruction in the operation and handling of equipment, first aid and rescue work, salvage, a study of buildings in ~~the City~~ Syracuse, fire prevention, water supplies, and all other matters generally considered essential to good firemanship and safety of life and property from fire.
4. The Chief is hereby required to assist the proper authorities in suppressing the crime of arson by investigating or causing to be investigated the cause, origin, and circumstances of all fires.

~~The Chief is hereby empowered to enter any and all buildings and premises at any reasonable hour for the purpose of making inspections and to serve written notice upon the owner or occupant to abate, within a specified time, any and all fire hazards that may be found, and he is hereby empowered so to do. Any person refusing such entry on demand or any person so served with a notice who shall fail or refuse to abate any fire hazard or hazards, within the time and as prescribed in such notice, or to promptly notify the Chief thereof, shall be guilty of a misdemeanor.~~

5. The Chief shall see that complete records are kept of all fires, inspections, apparatus and minor equipment, personnel and other information about the work of the department.
6. The Chief shall report monthly, or at such other intervals as the City Council may direct, to the Council the condition of the apparatus and equipment; the number of fires during the month, their location and cause, and the date of same and loss occasioned thereby; the number and purpose of all

other runs made; and the number of members responding to each fire or other run, and any changes in membership.

7. The Chief shall make a complete annual report to the City Council ~~within one month after the close of the fiscal year, such report to include the information specified in Sub-paragraph (F),~~ together with comparative data for previous years and recommendations for improving the effectiveness of the Department. (1971)

~~7.8.~~ The chief of the fire department may detail such members of the fire department as inspectors as shall from time to time be necessary.

7.02.040 DIVISIONS

In order to carry out its functions, the fire department is divided as follows:

1. Fire administration.
2. Fire prevention.
3. Emergency services.
4. Support services.
5. Training and information services.

~~7.02.040~~7.02.050 MEMBERSHIP

The membership of the Department shall consist of such persons as may be appointed by the Chief ~~and shall be able bodied male citizens residing within the City, preferably property owners whose business activities are normally within the confines of~~

Syracuse, and who have telephones in their homes. Determination of whether candidates for appointment are able bodied shall be made by the Chief after a medical and physical examination has been made in a manner prescribed by the Chief and approved by the City Council. (1971).

~~**SUSPENSION OR DISCHARGE.** Any member of the Department may be suspended or discharged from the Department by the Chief at any time he may deem such action necessary for the good of the Department. On written request of such member to the City Council he shall be given a public hearing on the charges brought by the Chief. (1971)~~

~~7.02.05~~7.02.060 **EQUIPMENT:**

-The Department shall be equipped with such apparatus and other equipment as may be required from time to time to maintain its efficiency and properly protect life and property from fire. (1971)

~~7.02.06~~7.02.070 **RECOMMENDATIONS FOR PURCHASE:**

-Recommendations of apparatus and equipment needed shall be made by the Chief, and after approval by the City Council shall be purchased in such manner as may be designated by the Council. (1971)

7.02.080 **EQUIPMENT TO BE SAFELY KEPT.** ~~All equipment of the Department shall be safely and conveniently housed in such places as may be designated by the City Council. (1971)~~

Fire suppression equipment shall not be obstructed, removed, tampered with or otherwise disturbed, and shall be installed and maintained, all in accordance with The International Fire Code.

~~7.02.07~~7.02.090 **TAMPERING WITH EMERGENCY VEHICLE**

A person shall not, without proper authorization from the fire

chief, cling to, attach himself to, climb upon or into, board, or swing upon any fire department emergency vehicle, whether the vehicle is in motion or at rest, or sound the siren, horn, bell or other sound-producing device thereon, or to manipulate or tamper with, or attempt to manipulate or tamper with any levers, valves, switches, starting devices, brakes, pumps, or any equipment or protection clothing on, or a part of, any fire department emergency vehicle. It shall be unlawful for any person to damage or deface, or attempt, or conspire to damage, or deface, any fire department emergency vehicle at any time, or to injure, or attempt to injure, or conspire to injure fire department personnel while performing departmental duties.

7.02.100

ALARM SYSTEM-

Suitable arrangements or equipment shall be provided for citizens to turn in an alarm, and for notifying all members of the Department so that they may promptly respond. (1971)

7.02.110

PRIVATE USE OF EQUIPMENT PROHIBITED-

No person shall use any fire apparatus or equipment for any private purpose, nor shall any person willfully and without proper authority take away or conceal any article used in any way by the Department. (1971)

7.02.120

UNAUTHORIZED ENTRY OF PLACE WHERE FIRE APPARATUS STORED PROHIBITED-

No person shall enter any place where fire apparatus is housed or handle any apparatus or equipment belonging to the Department unless accompanied by, or having the special permission of, an officer or authorized member of the Department. (1971)

7.02.130

MUTUAL AID OR COOPERATIVE AGREEMENTS:

The City Council may enter into agreements or contracts with nearby incorporated communities or governing bodies of other organizations to provide the members of such communities or organizations with fire protection or to establish a mutual aid system, and the City shall not be liable for damage to persons or property resulting from fire-fighting equipment being outside the City limits pursuant to such agreements. (1971)

~~7.02.140 APPARATUS FOR CITY USE — EXCEPTIONS. No apparatus shall be hired out or permitted to leave the City, except in response to a call for aid at a fire in a neighboring community without the consent of the City Council. The officer in charge of the Department shall have power to assign equipment for response to calls for outside aid in accordance with Section 7-5-15, and in other cases only when the absence of such equipment will not jeopardize protection in this City. (1971)~~

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~~7.02.150~~**7.02.140** **ISSUANCE OF BADGE:**

Each member of the Department may be issued a badge designating his rank, when determined necessary and advisable by the Chief. (1971)

~~7.02.160~~**7.02.150** **AUTO INSIGNIA:**

Each member of the Department driving a car shall be issued a suitable insignia to be attached to the car. (1971)

~~7.02.170~~**7.02.160** **PENALTY FOR VIOLATION:**

Any person violating the provisions of [this chapter Sections 7-5-6\(E\), 7-5-13, or 7-5-14](#) shall be guilty of an [offense as indicated in Section 7.01.070](#) ~~Class B misdemeanor and upon conviction, pay a~~

~~fine in any sum not to exceed \$1,000.00, or be imprisoned for not to exceed six months, or be punished by both said fine and imprisonment. (1986).~~

~~7.02.180~~7.02.170 **DEPARTMENT MEMBERS TO ENFORCE:**

All regularly appointed members of the Department are hereby given the necessary special police powers for the purpose of enforcing the provisions of this Chapter. (1971)

~~7.02.190~~7.02.180 **~~CITY MARSHAL AND~~ POLICE OFFICERS TO ASSIST:**

It is hereby made the special duty of the ~~City Marshal~~, Chief of Police and/or other peace officers who may be on duty and available for fire duty, to respond to all fire alarms and assist the Department in the protection of life and property, in regulating traffic, maintaining order, and in enforcing observance of all sections of this Chapter. (1971)

~~7.02.1100~~7.02.190 **SPECIAL OFFICERS:**

The Department may elect a President, Vice President, Secretary, and Treasurer, to be known as ~~Social Officers~~Firefighters Association Officers. Such officers may be elected in any manner and for any term the membership may decide upon, and their duties shall be to arrange for and manage any or all social functions sponsored by the Department. (1971)

~~7.02.200~~ **~~DUTIES OF SOCIAL OFFICERS.~~** ~~The functions and duties of said Social Officers shall in no wise interfere with those of the regular Department officers who are charged with responsibility for all fire service activities of the Department. (1971)~~

7.02.200 **INTENT OF CHAPTER.**

In adopting the foregoing Chapter, it is the declared intent and purpose of the City Council to comply with the provisions and recommendations of the Utah State Fire Prevention ~~Law and the rules and regulations and standards promulgated in accordance therewith, and with the provisions of the Uniform Fire Code, 1979 Edition.~~ (1971)

7.02.210

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.

CHAPTER 63

GENERAL FIRE REGULATIONS

~~7-6-1:~~ 7.03.010 Right of Way
~~7-6-2:~~ 7.03.020 May Blockade Street
~~7-6-3:~~ Right to Enter Upon Premises
~~7-6-4:~~ 7.03.030 Removal of Obstructions
~~7-6-5:~~ 7.03.040 Use of Water
~~7-6-6:~~ 7.03.050 False Alarms
~~7-6-7:~~ 7.03.060 Willfully or Negligently Causing Fire
~~7-6-8:~~ 7.03.070 Unlawful Interference
~~7-6-9:~~ 7.03.080 Driving Over Fire Hose
~~7-6-10:~~ 7.03.090 Limits at Fire
~~7-6-11:~~ 7.03.100 Duty of By-Standers
~~7-6-12:~~ Parking Near Fire Hydrant 7.03.110 Blocking Fire Hydrants and Fire Department Connections
~~7-6-13:~~ 7.03.120 Hydrant Use Approval
7.03.130 Tampering With Fire Hydrants
7.03.140 Parking of Vehicle Near Fire Station
~~7-6-14:~~ 7.03.150 Accumulation of Refuse and Rubbish
7.03.160 Nuisance, Injunction
~~7-6-15:~~ Notice of Fire Hazards
7.03.170 Severability

7.03.010 RIGHT OF WAY:

It is hereby provided that any fire truck and movable fire fighting apparatus, and all personal cars of Fire Department members traveling within the City of Syracuse shall have the right of way over all other vehicles of every kind when responding to a fire alarm, and it shall be unlawful for the owner or operator of any vehicle to drive or operate the same in head of said fire truck or at a distance less than 600 feet or to follow the same at a distance closer than 600 feet, or to park within 300 feet of a fire. (1971)

7.03.020

MAY BLOCKADE STREET:

Whenever a fire shall occur, it shall be lawful for the officer in charge to blockade any street, avenue, alley, sidewalk or other place within the geographic limits of Syracuse ~~City~~, if in his judgment it is necessary to secure the efficient working of the men, hose, engines, or hook and ladder apparatus under his command, and to protect the hose from injury. It shall be unlawful for any person to break through said blockade. (1971)

~~**RIGHT TO ENTER UPON PREMISES.** Firemen shall at any time have the right to enter upon any premises, for the purpose of investigating, extinguishing or controlling fires; and they may at any reasonable hour enter premises for the purpose of inspecting the same. (1971)~~

7.03.030

REMOVAL OF OBSTRUCTIONS:

When a fire is in progress, the officer in charge may order the removal or destruction of any building, fence, or any telephone, telegraph or electric light poles or wires or any other obstruction in order to prevent the progress of the fire, but no officer or fireman-firefighter shall unnecessarily or recklessly destroy or injure any building or other property. (1971)

7.03.040

USE OF WATER:

The officer in charge at a fire shall have the right to use water from any source for the purpose of extinguishing the fire or for saving property in danger of being destroyed by fire. (1971)

7.03.050

~~**FALSE ALARMS.** Any person who shall, without cause, give an alarm of fire by outcry, or ringing of bells or otherwise, shall be deemed guilty of a misdemeanor. (1971)~~

No person shall deliberately or maliciously turn in an alarm of fire when in fact that person knows that no fire exists. Such acts of deliberate or malicious false alarms shall be punishable as prescribed under laws of the state and/or the code of the city. No person shall activate any installed fire warning system or any fixed fire extinguishing system for purposes other than emergency, maintenance, drill, or prescribed testing.

7.03.060

WILLFULLY OR NEGLIGENTLY CAUSING FIRE:-

It shall be unlawful for any person willfully or negligently to ignite or cause to be ignited any trees, shrubs, cultivated crop, fence, building or other property on any land not his own, or to throw any lighted cigar, cigarette, match or other burning material whatsoever on any land cover which will carry fire. (1971)

7.03.070

UNLAWFUL INTERFERENCE:-

It shall be unlawful for any person to ~~willfully~~ hinder any officer in the discharge of his duty at a fire or emergency, or in any manner injure, deface or destroy any engine, hose or other ~~fire~~ apparatus or to interfere with any fire company or person, or to willfully break or injure any water pipe, or in any way interfere with the water or its course of supply. (1971)

7.03.080

DRIVING OVER FIRE HOSE. ~~It shall be unlawful for the owner or person in charge or control of any motor vehicle or for anyone driving or operating any other type of vehicle to drive the same over any fire hose on any street in this City. (1971)~~

A person may not operate or be in actual physical control of a vehicle that is driven or propelled over any fire hose of any fire department when laid down on any street, alley, way, private drive, or any other vehicular roadway without the consent of the fire chief or person in command of the operation.

7.03.090

LIMITS AT FIRE-

The City ~~Marshal~~Police Chief, in conjunction with the fire officer in charge, may prescribe the limits in the vicinity of the fire within which no person, except ~~firemen~~firefighters and members of the Police Department or those admitted by order of the officer in charge, shall be permitted to come. (1971)

7.03.100

DUTY OF BY-STANDERS. ~~The City Marshal, or officer in charge at the fire, may require the aid of every citizen, inhabitant or by-stander in drawing any engine, cart or other fire apparatus to the fire, and, upon refusal or neglect of any such person to immediately comply with such requirement, the offender shall, upon conviction thereof, be liable to a fine not exceeding \$25.00. All officers authorized to command the aid or assistance of any citizen, inhabitant or by-stander are hereby authorized likewise to arrest such citizen, inhabitant, or by-stander for refusal to obey any reasonable directions for the extinguishing of fire or the protection of property. (1971)~~

No person shall fail or willfully refuse to comply with any lawful order of a member of the fire department nor interfere with the attempt of another individual to comply with such order.

7.03.110

PARKING NEAR FIRE HYDRANT. ~~It shall be unlawful for the owner or operator of any motor vehicle or the driver of any horse, gas or steam propelled vehicle to stop or park the same within a distance of ten feet of any fire hydrant within the City of Syracuse. (1971)~~ **BLOCKING FIRE HYDRANTS AND FIRE DEPARTMENT CONNECTIONS**

It shall be unlawful to obscure from view, damage, deface, obstruct or restrict the access to any fire hydrant or any fire

department connection for the pressurization of fire suppression systems, including fire hydrants and fire department connections that are located on public or private streets and access lanes, or on private property.

7.03.120 HYDRANT USE APPROVAL

A person shall not use or operate any fire hydrant intended for use of any fire department for fire suppression purposes unless such person first secures a permit for such use from the fire chief and the Public Works Department. This section shall not apply to the use of such hydrants by a person employed by, and authorized to make such use by, the Public Works Department.

~~7.03.110~~**7.03.130 TAMPERING WITH FIRE HYDRANTS**

No person shall tamper with, turn on, adjust, damage or attempt to tamper with, open, turn on or adjust any fire hydrant owned by the city or connected to the city water system. Nothing in this section shall apply to any person authorized by the city water department or city fire department to do anything to a fire hydrant.

~~7.03.120~~**7.03.140 PARKING OF VEHICLE NEAR FIRE STATION:**

No person shall park any vehicle or otherwise cause any obstruction to be placed within 30 feet of the entrance to any fire station or other place where fire apparatus is stored, or within 20 feet of the driveway approach from said station onto the public street, or within 10 feet of any fire hydrant or cistern. (1971)

~~7.03.130~~**7.03.150 ACCUMULATION OF REFUSE AND RUBBISH:**

It shall be unlawful for any person to accumulate or permit the accumulation of empty boxes, refuse, water, rubbish, weeds or

other inflammable substances, or to constitute a fire hazard when not required in the ordinary process of farming on any premises owned, rented, or controlled by him within the City limits or to carry on any business in or about any premises in such a manner as to endanger such premises or building or other buildings or premises by fire or explosion. (1971)

7.03.160 NUISANCE, INJUNCTION

Any fire hazard under this title is hereby declared to be a nuisance. In addition to any other relief provided by this title, the city attorney may apply to a court of competent jurisdiction for an injunction to prohibit the maintenance of any fire hazard. Such application for relief may include seeking a temporary restraining order, temporary injunction and permanent injunction.

~~7.03.140~~ ~~**NOTICE OF FIRE HAZARDS.** Whenever, in the judgment of the Fire Chief or City Marshal, any building or structure, or any portion thereof, or any appurtenances or fixtures thereto, or any chimney, smokestack, stove, oven, furnace, or wiring or anything connected with such building or premises is deemed defective or unsafe, and such defective or unsafe condition is such as to create a danger from fire; or whenever the owner or occupant of such building or structure or part thereof keeps material, waste, or rubbish of any description in such manner that the same creates a danger from fire, the Fire Chief or City Marshal, or their deputies, shall give the owner or person having control of such building or structure not exceeding five days notice of required changes, alternations, or repairs necessary to render the same safe to life and property from fire, and any person refusing or neglecting to comply with such notice shall be deemed guilty of a misdemeanor. (1971)~~

7.03.170 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.

CHAPTER 74

OUTDOOR AND
OPEN BURNING REGULATIONS

~~7-7-1:~~ 7.04.010 Purpose
7.04.020 Applicability
7.04.030 Definitions
~~7-7-2:~~ 7.04.040 General Prohibition on Outdoor Burning and Open
Burning ~~Community Waste Disposal~~
~~7-7-3:~~ 7.04.050 Permissible Burning - Without Permit ~~General~~
Prohibitions
~~7-7-4:~~ 7.04.060 Permissible Burning - Without Permit ~~Open Burning~~
~~of Brush, Leaves, and Grass Clippings~~
~~7-7-5: Permissible Burning With Permit Exemptions:~~
~~7-7-6:~~ 7.04.070 Burning Permits
7.04.080 Extinguishing Outdoor Fires
7.04.090 Liability
~~7-7-7:~~ 7.04.100 Penalty
7.04.110 Severability

7.04.010 PURPOSE

This chapter is intended to promote the public health, safety and welfare and to safeguard the health, comfort, living conditions, safety and welfare of the citizens of Syracuse by regulating the air pollution and fire hazards of open burning and outdoor burning.

7.04.020 APPLICABILITY

This chapter applies to all outdoor burning and open burning within Syracuse.

1. This chapter does not apply to grilling or cooking food using charcoal, wood, propane or natural gas in cooking or grilling appliances.

2. This chapter does not apply to burning for the purpose of generating heat in a stove, furnace, fireplace or other heating device within a building certified for human or animal habitation.

3. This chapter does not apply to the use of propane, acetylene, natural gas, gasoline or kerosene in a device intended for heating, construction or maintenance activities.

7.04.0107.04.030 **DEFINITIONS.**

The following words and phrases used in this Chapter shall have the following meanings unless a different meaning clearly appears from the context.

AGRICULTURAL BURNING: Open burning, in rural areas, essential to agricultural operations, including the growing of crops, the raising of fowl, animals or bees, when conducted on the premises where produced.

AIR CONTAMINANT: Any particulate matter or any gas, vapor, suspended solid or any combination thereof, excluding steam and water vapors.

AIR CONTAMINANT SOURCE: Any and all sources of emission of air contaminants whether privately or publicly owned or operated.

AIR POLLUTION: The presence in the ambient air of one or more air contaminants in quantities, or characteristics and under conditions and circumstances, and of a duration sufficient to cause or contribute to injury to human, plant, or animal life or health or to property or which unreasonably interferes with the enjoyment of life or use of property, as determined by the

standards, rules and regulations adopted by the [Air Conservation CommitteeUtah Air Quality Board](#).

ATMOSPHERE: The air that envelopes or surrounds the earth and includes all spaces outside of buildings, stacks or exterior ducts.

APPROPRIATE AUTHORITY: The governing body of any city, town or county.

AUTHORIZED LOCAL AUTHORITY: A city, county or combination health department; a city, county, or combination fire department; or other local agency duly designated by appropriate authority, with approval of State Division of Health, as the agency to issue permits for open burning under regulations of the State Division of Health and other lawfully adopted ordinances, codes or regulations not in conflict therewith.

[CAMPFIRE: A small outdoor fire intended for recreation or cooking but not including a fire intended for disposal of waste, wood or refuse.](#)

[CLEAN WOOD: natural wood which has not been painted, varnished or coated with a similar material; has not been pressure treated with preservatives; and does not contain resins or glues as in plywood or other composite wood products.](#)

CLEARING INDEX: A number indicted rate of clearance of ground level pollutants from a given area. This number is calculated by ~~the Weather Bureau~~[the National Weather Service](#), from daily measurements of temperature lapse rates and wind speeds and directions from ground level to 10,000 feet.

[CONSTRUCTION AND DEMOLITION WASTE: Building waste materials, including but not limited to waste shingles,](#)

insulation, lumber, treated wood, painted wood, wiring, plastics, packaging, and rubble that results from construction, remodeling, repair, and demolition operations on a house, commercial or industrial building, or other structure.

DIVISION: Utah State Division of Health.

EMISSION: The act of discharging, into the atmosphere, an air contaminant or an effluent which contains or may contain an air contaminant; or the effluent so discharged into the atmosphere.

FIRE CHIEF: The Chief of the Syracuse Fire Department.

GARBAGE: All putrescible animal and vegetable matter resulting from the handling, preparation, cooking and consumption of food, including wastes attendant thereto.

HEAVY FUEL OIL: A petroleum product or similar material heavier than diesel fuel.

HOUSEHOLD WASTE: Any solid or liquid material normally generated by a family in a residence in the course of ordinary day to day living; including but not limited to garbage, paper products, rags, leaves and garden trash.

MUNICIPALITY: A county, township, city, or village.

OPEN BURNING: Any burning of combustible materials where the products of combustion are emitted into open air without passing through a chimney or stack.

OUTDOOR BURNING: Open burning or burning in a patio wood-burning unit.

PATIO WOOD-BURNING UNIT: A chimnea, patio warmer, or

other portable wood-burning device used for outdoor recreation and/or heating.

PERSON: Any individual, public or private corporation, partnership, association, firm, trust or estate; the state or any department, institution, bureau, or agency thereof, any municipal corporation, county, city and county, or other political subdivision of the state, or any other legal entity whatsoever which is recognized by the law as being subject to rights and duties.

REFUSE: means any waste material except trees, logs, brush, stumps, leaves, grass clippings, and other vegetative matter. Any solid waste, including garbage and trash.

SALVAGE OPERATION: Any business, trade or industry engaged in whole or part in salvaging or reclaiming any product or material, including, but not limited to metals, chemicals, shipping containers or drums.

TRASH: Solids not considered to be highly flammable or explosive: including, but not limited to clothing, rags, leather, plastic, rubber, floor coverings, excelsior, tree leaves, yard trimmings and other similar materials.

WASTE: All solid liquid or gaseous material, including but not limited to, garbage, trash, household waste, construction or demolition debris, or other refuse including that resulting from the prosecution of any business trade or industry. (1971)

7.04.040

GENERAL PROHIBITION ON OUTDOOR BURNING AND OPEN BURNING

Open burning and outdoor burning are prohibited in Syracuse unless the burning is specifically permitted by this chapter.

~~7.04.020~~ ~~COMMUNITY WASTE DISPOSAL.~~ No open burning shall be done at sites used for disposal of community trash, garbage and other wastes except when authorized for a specific period of time by the Air Conservation Committee on the Basis of justifiable circumstances reviewed and weighed in terms of pollution effects and other relevant considerations at appropriate hearing following written application. (1971)

~~7.04.030~~ ~~GENERAL PROHIBITIONS.~~ No person shall burn any trash, garbage or other wastes, nor shall conduct any salvage operation, in any open fire except in conformity with the provisions of Sections 7-7-4 and 7-7-5 below. (1971)

~~7.04.040~~7.04.050 **PERMISSIBLE BURNING - WITHOUT PERMIT.**

When not prohibited by other laws or by ~~other~~ officials having jurisdiction, and provided that a nuisance is not created, the following types of open burning are permissible without ~~the necessity of~~ securing a permit:

1. In devices for the primary purpose of preparing food such as outdoor grills and fireplaces.
2. Camp-fires and fires used solely for cooking, ceremonial, or recreational purposes where such fires do not create a nuisance and are under the control of a responsible person.
3. Indoor fireplaces.
4. Burning of fence lines on cultivated lands, canals, or irrigation ditches if: (i) the burning does not pose a threat to forest, range, or watershed lands; (ii) due care is used in the control of the burning; and (iii) the individual notifies the fire department of the approximate time the burning

will occur.

- ~~3-5.~~ Open burning described in Section 7.05.060.1 between November 1 and May 31 of the following year if the ground is snow covered, except in years the closed burning season is extended by the State Forester.
- ~~4.~~ Properly operated industrial flares for combustion of flammable gases.
- ~~5.~~ Burning, on the premises, of combustible household wastes generated by occupants of dwellings of four family units or less in those areas only where no public or duly licensed disposal service is available. (1974)

~~7.04.050 — PERMISSIBLE BURNING — WITH PERMIT — EXEMPTIONS.~~

~~When not prohibited by other laws or other officials having jurisdiction and when a nuisance is not created, the types of open burning listed as A, B, C, D, E, and F below are permissible: (1) under the terms of individual permits issued by authorized local authority under a "clearing index" system approved and coordinated by the Utah State Division of Health, or (2) when specifically exempted by the Air Conservation Committee, following written application and appropriate hearing. Application under (2) may be made by a political subdivision of the State as well as by any individual citizen.~~

- ~~1.~~ Agricultural burning including on premise orchard prunings, field stubble and weeds, and open burning to clear irrigation ditches. This does not apply to household waste which is covered under Section 7-7-4(E).
- ~~2.~~ Open burning of tree cuttings and slash in forest areas where the cuttings accrue from pulping, lumbering and similar operations, but excluding waste from sawmill operations such as sawdust and scrap lumber.

3. ~~Open burning of ties, trees and brush within railroad and public road rights of way provided that dirt is removed from stumps before burning, and that tires, heavy fuel oil or other materials which can cause severe air pollution are not used to start fires or keep fires burning.~~
4. ~~Open burning of solid or liquid fuels or structures for removal of hazards or eyesores or for fireman training purposes when conducted under the direct control and supervision of organized fire departments.~~
- 5.6. ~~Open burning, in remote areas, or highly explosive or other dangerous materials, for which there is no other known practical method of disposal.~~
~~Open burning for special purposes, or under unusual circumstances when approved by the Division following formal request thereof. (1971)~~

7.04.060 **OPEN BURNING OF BRUSH, LEAVES, AND GRASS CLIPPINGS**

1. Open burning of brush, leaves, and grass clippings is allowed only at properties in an agricultural zone, properties containing twenty (20) or more trees, and properties at least two (2) acres in size. Such burning shall be in accordance with all of the following provisions.
2. Except for burning identified in Section 7.05.050, a burning permit must be obtained prior to open burning under this section.
3. All allowed open burning shall be conducted in a safe, nuisance-free manner, when wind and weather conditions minimize adverse effects and do not create a health hazard or a visibility hazard. Open burning shall be conducted in conformance with all local and state fire protection regulations.

4. Open burning shall be constantly attended and supervised by a competent person of at least eighteen (18) years of age until the fire is extinguished and is cold. The person shall have readily available for use such fire extinguishing equipment as may be necessary for the total control of the fire.
5. No materials may be burned upon any street, curb, gutter or sidewalk or on the ice of a lake, pond, stream or water body.
6. Except for barbecue, gas, and charcoal grills, no burning shall be undertaken within 25 feet from any combustible material, combustible wall or partition.
7. No open burning may be conducted on days when the Department of Environmental Quality has declared an "air quality action day" applicable to Syracuse.

7.04.070 **BURNING PERMITS.** ~~The Health Office or other official designated by the governing body of Syracuse, shall establish a procedure for issuance of burning permits under the terms of this Chapter. Said officials shall also devise a method of visual determination of any violations of the Code of Open Burning Regulations and shall institute appropriate enforcement procedures as necessary. (1974)~~

1. Except where explicitly authorized by this chapter or state code, no person shall start or maintain any outdoor burning or open burning without a burning permit issued by the Davis County Fire Warden, Fire Chief, or other authorized

designee.

2. Open burning shall be allowable by permit during dates designated by the Davis County Fire Warden. All state air clearing index action provisions must be abided by
3. When weather conditions or extenuating circumstances warrant, the Fire Chief may temporarily suspend issuing burning permits and may temporarily suspend previously issued burning permits for open burning.
4. A burning permit issued under this section shall require compliance with all applicable provisions of this title and any additional special restrictions deemed necessary to protect public health and safety.
- 6-5. Any violation of the conditions of a burning permit shall be deemed a violation of this chapter. Any violation of this chapter or the burning permit shall void the permit.

7.04.080 **EXTINGUISHING OUTDOOR FIRES**

The fire chief, police chief, or their authorized representatives, shall have the authority to require that any outdoor fire be immediately extinguished when, in their judgment, such fire creates a hazard or constitutes a violation of this section. If such a request for a fire to be extinguished is not fulfilled, the fire chief, police chief, or their authorized representatives, may take action to have such fire extinguished.

7.04.090 **LIABILITY**

A person utilizing or maintaining an outdoor fire shall be

responsible for all fire suppression costs and any other liability resulting from damage caused by the fire.

7.04.100 **PENALTY:**

Any person who shall violate any of the provisions of this Chapter shall be guilty of a Class ~~C~~**B** misdemeanor. In addition thereto, such person may be enjoined from continuing such violations, and each day upon which such a violation occurs shall constitute a separate violation. ~~(1986)~~

Comment [WC2]: UCA section 65A-8-211(o)(b)

~~7.04.100~~**7.04.110** **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.

CHAPTER 85

FIREWORKS

~~7-8-1: Fireworks Prohibited~~ 7.05.010 Purpose
7.05.020 Hazardous Environmental Conditions
7.05.030 Authority of Local Fire Official to Issue Orders
7.05.040 Geographic Areas Affected
7.05.050 Public Notice
7.05.060 Penalty
7.05.070 Enforcement
7.05.080 Severability

~~7.05.010~~ **FIREWORKS PROHIBITED:** It shall be unlawful for any person within the corporate limits of Syracuse City to discharge, explode or set off any rocket, firecracker, Roman Candle, cannon, bomb, or any other fireworks which are combustible or explosive in nature without first obtaining permission of the City Council so to do. The permission herein provided for shall be in writing and shall specify the time when and the place where such fireworks or combustible or explosive matter may be exploded, set off, or discharged. These provisions shall not limit the use of cap guns or sparklers.

It shall be unlawful for any person to sell or to offer for sale or have in his possession or custody, any of the fireworks herein prohibited without first obtaining from the City Council permission in writing so to do.

(1974)

7.05.010 PURPOSE

This Chapter authorizes the fire chief to prohibit the use of fireworks when hazardous environmental conditions necessitate controlling the use thereof.

7.05.020 HAZARDOUS ENVIRONMENTAL CONDITIONS

For the purposes of this chapter, “hazardous environmental conditions” means extreme dryness or lack of moisture, windy conditions, the presence of dry weeds and other vegetation and any combination thereof.

7.05.030 **AUTHORITY OF LOCAL FIRE OFFICIAL TO ISSUE ORDERS**

The Fire Chief is hereby authorized to issue orders prohibiting use of any fireworks in any area of the municipality for a specific year where the Fire Chief determines that hazardous environmental conditions necessitate controlling or prohibiting the use thereof.

7.05.040 **GEOGRAPHIC AREAS AFFECTED**

The local fire official shall determine what areas are subject to prohibition and the extent of the prohibition and shall identify the same in a written order. The order shall also include a map outlining affected areas.

7.05.050 **PUBLIC NOTICE**

The city shall immediately post copies of the written order of the Fire Chief in at least three public places within the city; post a copy of the order on the official city website; inform all local news media outlets of the order, and provide a copy of the order thereto.

7.05.060 **PENALTY**

Any person who violates an order of the fire chief issued pursuant to this chapter is guilty of an offense as indicated in section 7.01.070.

7.05.070 **ENFORCEMENT**

Every officer charged with enforcement of State and municipal laws within the jurisdiction of this municipality, including the Fire Chief is hereby charged with the responsibility to enforce this title.

7.07.010 **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.

CHAPTER 96

**COST RECOVERY FOR
HAZARDOUS MATERIAL RELATED
EMERGENCY**

~~7-9-1~~7.06.010 Purpose
~~7-9-2~~7.06.020 Definitions
~~7-9-3~~7.06.030 Recovery Authorization
~~7-9-4~~7.06.040 No Admission of Liability
~~7-9-5~~7.06.050 Action to Recover
7.06.060 Severability

7.06.010 **PURPOSE.**

This chapter shall provide procedures for recovering costs incurred by the Syracuse ~~City~~ for City assistance in hazardous material incidents. (Ord. 03-06)

7.06.020 **DEFINITIONS.**

HAZARDOUS MATERIALS EMERGENCY: a sudden and unexpected release, of any substance that, because of its quantity, concentration or physical, chemical or infectious characteristics, presents a direct and immediate threat to public safety or the environment, and requires immediate action to mitigate the threat.

EXPENSES: the actual labor costs of government and volunteer personnel, including workers compensation benefits, fringe benefits, administrative overhead, costs of equipment, cost of equipment operation, cost of materials, cost of disposal, and the cost of any contract labor and materials. (Ord. 03-06)

7.06.030

RECOVERY AUTHORIZATION:

Syracuse ~~City~~ shall be entitled to recover expenses it may incur in the cleanup of any hazardous material emergency from the person or entity that owned and/or had control over and/or caused the release of the hazardous material involved in the hazardous materials emergency. Recovery of expenses shall be pursuant to the following procedure:

1. The City shall determine responsibility for the emergency and notify the responsible party by mail of the City's determination of responsibility and the expenses to be recovered.
2. The notice shall specify that the party determined responsible may appeal the City's decision before a hearing officer designated by the mayor and establish a date by which the notice of appeal shall be filed. The appeal date shall be no less than fifteen days from the date of the notice.
3. In the event the party determined responsible appeals the determination, the hearing officer shall hold a public hearing to consider any issues raised by the appeal, at which hearing the appealing party and the City shall be entitled to present evidence in support of their respective positions.
4. The hearing officer shall, after the hearing, make a recommendation to the City Council, who shall issue a decision assessing responsibility and costs. (Ord. 03-06)

7.06.040

NO ADMISSION OF LIABILITY:

The payment of expenses determined owing under this chapter does not constitute an admission of liability or negligence in any

legal action for damages. (Ord. 03-06)

7.06.050 **ACTION TO RECOVER**

In the event parties determined to be responsible for the repayment of hazardous material emergency costs fail to make payment to the City within thirty (30) days after a determination of any liability, the City may initiate legal action to recover from the parties determined responsible the costs determined to be owing, including the City's reasonable attorney's fees. (Ord. 03-06)

~~7.06.050~~ 7.06.060 **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.

CHAPTER ~~107~~

**COST RECOVERY FOR
FIRE RELATED EMERGENCIES**

~~7-10-1~~ 7.07.010 Purpose
~~7-10-2~~ 7.07.020 Definitions
~~7-10-3~~ 7.07.030 Recovery Authorization and Procedure
~~7-10-4~~ 7.07.040 No Admission of Liability
~~7-10-5~~ 7.07.050 Action to Recover Costs
7.07.060 Severability

~~7.07.010~~ 7.07.020 **PURPOSE:**

This ~~ordinance~~ chapter shall provide procedures for recovering costs incurred by Syracuse ~~City~~ for City assistance in fire emergency. (Ord. 03-07)

~~7.07.020~~ 7.07.030 **DEFINITIONS:**

As used in this chapter:

1. FIRE EMERGENCY: means a fire proximately caused by a person or business whose conduct was at a minimum grossly negligent and resulted in a fire to which the City and/or assisting agencies responded.
2. EXPENSES: means the actual labor costs of government and volunteer personnel, including workers compensation benefits, fringe benefits, administrative overhead, costs of equipment, cost of equipment operation, cost of materials, cost of disposal, and the cost of any contract labor and materials.

3. GROSSLY NEGLIGENT: means a reckless disregard for the safety of property or others. (Ord. 03-07)

~~7.07.030~~7.07.040 **RECOVERY AUTHORIZATION AND PROCEDURE**

Syracuse ~~City~~ is empowered to recover from any person, corporation, partnership or other individual or entity whose grossly negligent actions cause a fire emergency, expense incurred by Syracuse associated with a response to a fire emergency. Recovery of expenses shall be pursuant to the following procedures:

1. The City shall determine responsibility for the emergency and notify the responsible party by mail of the City's determination of responsibility and the costs to be recovered.
2. The notice shall specify that the party determined responsible may appeal the City's decision before a hearing officer designated by the mayor and establish a date by which the notice of appeal should be filed. The appeal date shall be no less than fifteen days from the date of the notice.
3. In the event the party determined responsible appeals the determination, the hearing officer shall hold a public hearing to consider any issues raised by the appeal, at which hearing the appealing party and the City shall be entitled to present evidence in support of their respective positions.
4. The hearing officer shall after the hearing make a recommendation to the City Council, who shall issue a decision assessing responsibility and costs. (Ord. 03-07)

~~7.07.040~~7.07.050 **NO ADMISSION OF LIABILITY:**

The payment of expenses determined owing under this chapter does not constitute an admission of liability or negligence in any legal action for damages. (Ord. 03-07)

7.07.060 **ACTION TO RECOVER COSTS:**

In the event a party determined to be responsible for the repayment of fire emergency expenses fails to make payment to the City within thirty (30) days after a determination of any appeal by the mayor to the City Manager, or thirty (30) days from the deadline for appeal In the event no appeal is filed, the City may initiate legal action to recover the costs determined to be owing, including the City's reasonable attorney's fees. (Ord. 03-07)

~~7.07.050~~7.07.070 **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.



COUNCIL AGENDA

October 9, 2012

Agenda Item #8

Proposed Ordinance 12-28 amending Title Nine of the Syracuse Code pertaining to fire inspection fees.

Factual Summation

- Please see the statement below from Fire Chief Eric Froerer:
- The fire department is requesting an amendment to Title IX Chapter 1-3 “Fees.” On large or complex projects we will send the plans out for third-party engineering review to ensure engineering of the sprinkler design meets code. The fee for this service will be assessed to the project applicant/coordinator, rather than to Syracuse City. This was not specifically stated in the 1997 version.

Staff Recommendation

Adopt Proposed Ordinance 12-28 amending Title Nine of the Syracuse City Code pertaining to fire inspection fees.

ORDINANCE NO. 12-28

AN ORDINANCE AMENDING TITLE NINE OF THE SYRACUSE CITY MUNICIPAL CODE PERTAINING TO FIRE AND HAZARDOUS MATERIALS.

WHEREAS, due to the pace of growth in the City there are, from time to time, small proposed changes to various City ordinances that are warranted; and

WHEREAS, these small proposed changes come to the attention of City staff through varied means including but not limited to questions, concerns or complaints from the general public and or from developers that are seeking clarification on the language in the City code; and

WHEREAS, staff takes each question or concern under consideration and addresses it on case-by-case basis in a fair and judicious manner paying specific attention to the reasonableness and legality of the request as well as the reasonableness and legality of the City's own ordinances; and

WHEREAS, after such consideration staff will either support and sustain current ordinances as adopted or in other cases staff will research and address each proposed change and put forth amendments to existing ordinances; and

WHEREAS, staff now hereby wishes to adopt amendments to Title Nine to address such proposed changes.

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

Section 1. Amendment. The Syracuse City Municipal Code is hereby amended as put forth in Exhibit 'A'.

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

Section 3. Effective Date. This Ordinance shall become effective twenty (20) days after publication or posting.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 9th DAY OF OCTOBER, 2012.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, City Recorder

Mayor Jamie Nagle

Voting by the City Council:

	“AYE”	“NAY”
Councilmember Duncan	_____	_____
Councilmember Johnson	_____	_____
Councilmember Lisonbee	_____	_____
Councilmember Peterson	_____	_____
Councilmember Shingleton	_____	_____

TITLE IX

BUILDING

Chapter 1

Building Department

- 9-1-1: **Building Inspector Authorized to Enforce Regulations**
- 9-1-2: **Permit**
- 9-1-3: **Fees**
- 9-1-4: **Certificate of Occupancy**
- 9-1-5: **Off-site Improvement and Completion Bond**
- 9-1-6: **Off-site Improvement Agreement**
- 9-1-7: **Enforcement**
- 9-1-8: **Completion of Additions and Accessory Buildings**
- 9-1-9: **Penalty**
- 9-1-1: **BUILDING INSPECTOR AUTHORIZED TO ENFORCE REGULATIONS.** The Building Official of Syracuse City is authorized and responsible to enforce all building regulations which may be adopted by the City Council from time to time. (1997)
- 9-1-2: **PERMIT.** No person, partnership, firm, or corporation shall commence the erection, construction, or building of any structure, building or edifice nor add to, enlarge, improve, repair, alter, convert, extend, or demolish any building or structure within Syracuse City without first having applied to the City and having been granted a permit to do so by the Building Official or other authorized officer, paying in advance all permit and inspection fees required by and established by these Revised Ordinances or by resolution or ordinance of the City Council from time to time. (1997)
- 9-1-3: **FEES.** Building permit fees, Plan Review Fees, and Inspection ~~Fees shall~~Fees shall be established by the City Council and adopted by resolution from time to time. (1997). Any fees incurred for third party project or plan review will be passed on assessed to the project responsible party applicant.
- 9-1-4: **CERTIFICATE OF OCCUPANCY.** No person will occupy any structure or portion thereof until a certificate of occupancy has been issued by the Building Official. (1997)

- 9-1-5:** **Rescinded. (Ord. 02-23)**
- 9-1-6** **OFF-SITE IMPROVEMENT AGREEMENT.** Any person building a residence on any street in the city where off-site improvements have not been previously installed shall be required to sign an off-site improvement lien and agreement, which would require property owner to cover the cost of such improvements when determined by the city that such improvements should be installed. Lien agreement shall be recorded with the Davis County Recorder's office prior to the issuance of a building permit. (1997)
- 9-1-7:** **ENFORCEMENT.** The Building Official of Syracuse City or other designated officers shall be authorized and responsible to enforce all building regulation's as adopted by the City Council. (1997)
- 9-1-8:** **COMPLETION OF ADDITIONS AND ACCESSORY BUILDINGS:** Any building permit issued for an addition, modification, or alteration to any existing building or any accessory building shall have the exterior of said structure fully completed within nine (9) months of the issuance of a building permit.
- 9-1-9** **PENALTY.** It shall be a Class B Misdemeanor to erect or construct any building or structure in the City in violation of, or without complying with the regulations provided in this Title. In Addition, the erection or construction of a building or structure in violation of or without complying with the regulations of this Title may be enjoined by the City by appropriate Court proceedings. (1997)



COUNCIL AGENDA

October 9th, 2012

Agenda Item #9

Public Hearing – Proposed Resolution R12-25 amending the Syracuse City Consolidated Fee Schedule by making adjustments throughout.

Factual Summation

- Any question regarding this agenda item may be directed at Finance Director Stephen Marshall.
- Staff is recommending several changes to the fee schedule that are considered necessary.
- The items in red are either new fees being proposed or changes to existing fees in the fee schedule.

Staff Recommendation

- *Adopt proposed resolution R12-25 amending the Syracuse City Consolidated Fee Schedule by making changes throughout.*

RESOLUTION NO. R-12-25

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

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

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

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

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

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 9th DAY OF OCTOBER, 2012.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, City Recorder

By: _____
Jamie Nagle, Mayor

Building

All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Bond Fees						
Landscaping Bond	\$55.00 per Permit	NA NA				
Performance & Guaranty for Temporary Occupancy	100% of value	10% Administration Fee				
Plan Check Fees						
Residential	All Permitted Structures	40% Permit Fee	NA NA			
Commercial	All Permitted Structures	65% Permit Fee	NA NA			
Building Investigation Fee	All Permitted Structures	100% % Permit Fee	NA NA			
Fire Sprinkler/Safety Plans	All Permitted Structures	\$75.00 Per Hour	NA NA			
Additional Plan Review Due to Revisions		\$56.40 Per Hour (1/2 hr min.)	NA NA			
General Building Valuation						
Building Value from \$1-1,000.00		\$56.40 ea. Unit	NA NA			
Building Value from \$1,001-2,000		\$56.40 ea. Unit	\$2.70 ea. addl. \$100 or fraction thereof			
Building Value from \$2,001-25,000		\$83.40 ea. Unit	\$16.80 ea. addl. \$1000 or fraction thereof			
Building Value from \$25,001-50,000		\$469.80 ea. Unit	\$12.11 ea. addl. \$1000 or fraction thereof			
Building Value from \$50,001-100,000		\$772.55 ea. Unit	\$8.40 ea. addl. \$1000 or fraction thereof			
Building Value from \$100,001-500,000		\$1,192.55 ea. Unit	\$6.72 ea. addl. \$1000 or fraction thereof			
Building Value from \$501,000-1,000,000		\$3,880.55 ea. Unit	\$5.70 ea. addl. \$1000 or fraction thereof			
Building Value from \$1,000,000.00+		\$6,730.55 ea. Unit	\$4.65 ea. addl. \$1000 or fraction thereof			
Pools, Tubs & Spas						
Public Pool		Bid Price ea. Unit	NA NA			
Private Pool - In Ground		Bid Price ea. Unit	NA NA			
Private Pool - Above Ground Temporary		\$56.40 ea. Unit				
Private Pool - Above Ground Permanent		Bid Price ea. Unit	NA NA			
Storage Sheds						
Storage Sheds - Re-siding only		Construction Value ea. Unit	NA NA			
State Fee (Surcharge)		\$47.00 ea. Unit	NA NA			
Expired Permit		1% of Permit Fee	NA NA			
Less Than to 180 days		65% Building Value	NA NA			
Greater than 180 Days but Less Than 1 Year		65% of Original Permit Cost	NA NA			
Greater Than 1 Year		100% of Original Permit Cost	NA NA			
Impact Fees						
Park Development		\$1,653.00 Per Connection				
Park Development (Existing System Buy-In)		\$310.00 Per Connection				
Park Purchase (Land Dedicated and the Time of Development)			NA NA			
R-1		0.020 Acres Per Gross Acre				
R-2		0.026 Acres Per Gross Acre				
R-3		0.037 Acres Per Gross Acre				
R-4		0.098 Acres Per Gross Acre				
PRD		0.056 Acres Per Gross Acre				
C-2		0.063 Acres Per Gross Acre				
A-1		0.003 Acres Per Gross Acre				
Park Purchase (Existing System Buy-In)						
R-1		\$140.43 Per Developed Acre				
R-2		\$183.53 Per Developed Acre				
R-3		\$263.43 Per Developed Acre				
R-4		\$703.13 Per Developed Acre				
PRD		\$387.40 Per Developed Acre				
C-2		\$440.67 Per Developed Acre				
A-1		\$24.21 Per Developed Acre				
Residential Transportation	Single Family Residence	\$1,131.00 Per Unit	NA NA			
Residential Transportation	All other types/units	\$705.00 Per Unit	NA NA			
Commercial Transportation						
General Commercial		\$2,328.00 Per 1,000 sf of GFA	NA NA			
Office/Institutional		\$2,428.00 Per 1,000 sf of GFA	NA NA			
Industrial		\$668.00 Per 1,000 sf of GFA	NA NA			
Culinary Water						

Building

All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
¾" Line	\$966.00 ea. Unit	NA NA				
1" Line	\$1,610.00 ea. Unit	NA NA				
1½" Line	\$4,999.00 ea. Unit	NA NA				
2" Line	\$7,997.00 ea. Unit	NA NA				
3" Line	\$15,994.00 ea. Unit	NA NA				
4" Line	\$24,991.00 ea. Unit	NA NA				
6" Line	\$49,981.00 ea. Unit	NA NA				
8" Line	\$79,970.00 ea. Unit	NA NA				
Secondary Water - Residential						
4,000-7,000sf lot	\$523.03 ea. Unit	NA NA				
7,001-8,000sf lot	\$760.31 ea. Unit	NA NA				
8,001-9,000sf lot	\$883.18 ea. Unit	NA NA				
9,001-10,000sf lot	\$1,008.44 ea. Unit	NA NA				
10,001-11,000sf lot	\$1,135.85 ea. Unit	NA NA				
11,001-13,000sf lot	\$1,330.48 ea. Unit	NA NA				
13,001-15,000sf lot	\$1,595.85 ea. Unit	NA NA				
15,001-17,000sf lot	\$1,867.01 ea. Unit	NA NA				
17,001-19,000sf lot	\$2,143.25 ea. Unit	NA NA				
19,001-21,000sf lot	\$2,423.98 ea. Unit	NA NA				
21,001-23,000sf lot	\$2,708.76 ea. Unit	NA NA				
23,001-25,000sf lot	\$2,997.23 ea. Unit	NA NA				
25,001-27,000sf lot	\$3,289.06 ea. Unit	NA NA				
27,001-30,000sf lot	\$3,658.21 ea. Unit	NA NA				
30,001-33,000sf lot	\$4,107.02 ea. Unit	NA NA				
33,001-36,000sf lot	\$4,561.61 ea. Unit	NA NA				
36,001-39,000sf lot	\$5,021.48 ea. Unit	NA NA				
39,001-42,000sf lot	\$5,486.20 ea. Unit	NA NA				
42,001-45,000sf lot	\$5,955.43 ea. Unit	NA NA				
45,001-48,000sf lot	\$6,428.84 ea. Unit	NA NA				
48,001-51,000sf lot	\$6,906.17 ea. Unit	NA NA				
51,001-54,000sf lot	\$7,387.17 ea. Unit	NA NA				
54,001-57,000sf lot	\$7,871.64 ea. Unit	NA NA				
57,001-60,000sf lot	\$8,359.39 ea. Unit	NA NA				
Secondary Water - Open Land in a Commercial Subdivision	\$0.17 sf of pervious area	NA NA				
Sewer - North Davis Sewer District (Fee)	\$3,000.00 per Connection	NA NA				
Sewer - Storm (ENR Construction Index)						
R1	\$4,748.00 per acre or 0.109 sf	NA NA				
R2	\$5,053.00 per acre or 0.116 sf	NA NA				
R3	\$5,532.00 per acre or 0.127 sf	NA NA				
R4	\$6,316.00 per acre or 0.145 sf	NA NA				
PRD	\$6,011.00 per acre or 0.138 sf	NA NA				
GC	\$11,369.00 per acre or 0.261 sf	NA NA				
C2	\$10,716.00 per acre or 0.246 sf	NA NA				
I1	\$11,369.00 per acre or 0.261 sf	NA NA				
A1	\$3,006.00 per acre or 0.069 sf	NA NA				
PO	\$11,369.00 per acre or 0.261 sf	NA NA				
Public Safety						
Residential	\$225.16 per application	NA NA				
Commercial	\$0.0440 Per sf of building	NA NA				
Water Shares	3 acre-feet per Acre	NA NA				
Connection Fees						
Culinary Water						
¾" Meter	\$325.00 ea. Unit	NA NA				
1" Meter	\$485.00 ea. Unit	NA NA				
1 ½" Meter	\$680.00 ea. Unit	NA NA				

Building

All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
2" Meter	\$983.00 ea. Unit	NA NA				
3" Meter	\$1,699.50 ea. Unit	NA NA				
4" Meter	\$3,005.00 ea. Unit	NA NA				
6" Meter	\$4,782.00 ea. Unit	NA NA				
8" Meter	\$7,143.00 ea. Unit	NA NA				
Secondary Water						
3/4" Line	\$300.00 ea. Unit	NA NA				
1" Line	\$400.00 ea. Unit	NA NA				
1 1/2" Line	\$600.00 ea. Unit	NA NA				
2" Line	\$800.00 ea. Unit	NA NA				
3" Line	\$1,200.00 ea. Unit	NA NA				
4" Line	\$1,600.00 ea. Unit	NA NA				
6" Line	\$2,000.00 ea. Unit	NA NA				
8" Line	\$2,400.00 ea. Unit	NA NA				
Sewer - North Davis Sewer District (Connection)	\$240.00 per Connection	NA NA				
Sewer - City Connection	\$300.00 ea. Unit	NA NA				
Review for 8" Main Line	\$250.00					
Inspection Fees						
Outside of normal business hours	\$56.40 per incident (2 hr min.)	NA NA				
Re-Inspections	\$56.40 per Hour	NA NA				
Plan Changes	2 x Plan Fee	NA NA				
Inspection with no fee indicated	\$56.40 per Hour (1/2 hour min.)	NA NA				
Additional Plan Reviews Due to Revisions	\$56.40 per Hour (1/2 hour min.)					
Miscellaneous/Requested Inspections	\$56.40 per Hour (1/2 hour min.)	NA NA				
Final Off-Site Inspection	\$15.00 per Lot	NA NA				
Final Off-Site Inspection Items						
Culinary Water	\$0.183 per lf	NA NA				
Secondary Water	\$0.124 per lf	NA NA				
Sanitary Sewer	\$0.183 per lf	NA NA				
Storm Drain	\$0.143 per lf	NA NA				
Land Drain	\$0.178 per lf	NA NA				
Curb and Gutter	\$0.038 per lf	NA NA				
Sidewalk	\$0.019 per lf	NA NA				
Road	\$0.111 per lf	NA NA				
Hydrant Test	\$10.00 per Hydrant	NA NA				
Smoke Test	\$6.00 per Lot	NA NA				
Streetlight	\$6.00 per Streetlight	NA NA				
Warranty Inspections						
First Final Warranty	\$0.00 per Project	NA NA				
Final Warranty Re-inspection (if punch list is complete)	\$0.00 per Project	NA NA				
Third Final Warranty	\$75.00 per Project	NA NA				
Fourth Final Warranty	\$100.00 per Project	NA NA				
3rd Party Project or Plan Review Fee			Variable	Fee will be assessed to the project applicant		
Sign Permit Fees						
Permanent Attached	Sign Valuation per Sign	NA NA				
Temporary Attached	5 days max. \$35.00 per Sign	NA NA				
Permanent Detached	Sign Valuation Per Sign	State Fee per Sign				
Temporary Detached	5 days max. \$35.00 per Sign	NA NA				
Sign Reclamation fee (Illegal sign)	\$10.00 per Sign	NA NA				
Sign Reclamation fee (Repeat offenses)	\$40.00 per Sign	NA NA				

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

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

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

Community Development

All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Development Application Fees						
Commercial Site Plan*						
0-5 Acres	\$575 00 per Plan set	\$55 00 per Acre				
5.01-10 acres	\$1,585 00 per Plan set	\$173 00 per Acre				
10.01-15 acres	\$2,450.00 per Plan set	\$144 00 per Acre				
15.1-20 acres	\$3,170 00 per Plan set	\$115 00 per Acre				
> 20 1 acres	\$3,745.00 per Plan set	\$100.00 per Acre				
Each Revised Plan*	\$250 00 per Plan set	\$50 00 per Lot				
Site Plan Amendment (minor)	\$100 00 per Plan set	NA NA				
Site Plan Including Conditional use	\$650 00 per Plan set	\$55 00 per acre				
Site Plan Nonconforming Use/Lot Review Fee	\$35 00 per Plan set	NA NA				
Residential Development Plat*						
Sketch Plan	\$225 00 per Plan set	\$25 00 per Lot				
Each Revised Sketch Plan	\$50 00 per Plan set	\$15 00 per Lot				
Preliminary Plan	\$575 00 per Plan set	\$50 00 per Lot				
Each Revised Preliminary Plan	\$150 00 per Plan set	\$15 00 per Lot				
Final Plan	\$575 00 per Plan set	\$75 00 per Lot				
Each Revised Final Plan	\$250 00 per Plan set	\$50 00 per Lot				
Staff Review Fees						
Amended Subdivision	\$550 00 per Plan set	\$50 00 per Lot				
Residential Multi-Family	\$750 00 per Plan set	1.00% Bond Amount				
All Additional Reviews Required by Plan Changes	\$56 40 per Hour (1/2 hour min)	\$0 00 NA				
Ge Private Pool - Above Ground Permanent	Bid Price Per Hour					
Administrative Fees						
Appeal to Board of Adjustments	\$200 00 per appeal	NA NA				
Plat Recording Fee (Per County Recorders Fee Schedule)	\$37 00 per Plat	\$1/lot + \$1/signature over 2 + \$1/each common space				
Plat Amendments after Recording	\$100.00 per Plat	\$25 00 per Lot				
Payback or Reimbursement Agreement	\$500.00 per agreement	NA NA				
Application Fees						
	\$0 65					
General Plan Amendment (< 5 acres)	\$450.00 per Application	NA NA				
General Plan Amendment / Rezone Combined Application	\$450 00 per Application					
Re-Zone	\$425 00 per Application	\$0 00 NA				
Conditional Use (Major)	\$100 00 per Application	Direct costs for noticing				
Conditional Use (Minor)						
Conditional Use Extension or Modification (Major)	\$50 00 per Application	NA NA				
Conditional Use Extension or Modification (Minor)						
Agricultural Protection Area Designation	\$250 00 per Application	\$25 00 NA				
Annexation Petition and Review						
0-2 acres	\$230 00 per Application	\$173.00 per Acre				
2.1-5 acres	\$575 00 per Application	\$144 00 per Acre				
5.1-10 acres	\$1,007 00 per Application	\$115 00 per Acre				
> 10 acres	\$1,582 00 per Application	\$87 00 per Acre				
Home Occupation	\$45 00 per Application	NA NA				
Commercial Business	\$25 00 per Application	NA NA				
Public Noticing Fees						
Public Notice Signs			\$6 00	Per Sign		
Mailing List Generation			\$25 00	per Application		
Noticing Fee for impacted residents			\$1 00	Per Address		
Business License Fees						
Business License Amendment	\$5 00 per Application	NA NA				
Business License Listing	\$5 00 per copy	NA NA				
Home Occupation	\$75 00 per Application	NA NA				
Commercial Business (Temporary - 6 months Max)	\$25 00 per Application	NA NA				
License Fee - Commercial Retail Business						
< 5,000 sf	\$75 00 per Application	NA NA				
5,001-10,000 sf	\$125 00 per Application	NA NA				
> 10,001 sf	\$350.00 per Application	NA NA				
License Fee - Commercial Business						
Professional Services	\$75.00 per Application	NA NA				
General Services	\$75 00 per Application	NA NA				
Food Establishment	\$75 00 per Application	NA NA				
Sexually Oriented Business (SOB)						
Sexually Oriented Business (SOB)	\$950 00 per Application	NA NA				
Escort Services	\$950 00 per Application	NA NA				
Nude Entertainment Business	\$950 00 per Application	NA NA				
Nude Entertainment Employee	\$250.00 per Application	NA NA				

Community Development

All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Semi-Nude Entertainment Business	\$950.00 per Application	NA NA				
Semi-nude Entertainment Employee	\$250.00 per Application	NA NA				
Nude Entertainment Employee (Outcall, on-site and non-performing nude entertainment/dancing agency employees)	\$250.00 per Application	NA NA				
Nude Dancing Agency	\$950.00 per Application	NA NA				
Semi-Nude Dancing Agency	\$950.00 per Application	NA NA				
Outcall Agency	\$950.00 per Application	NA NA				
Outcall Agency Employee (Off-site services)	\$250.00 per Application	NA NA				
Disclosure Application investigation	\$50.00 per Application	NA NA				
Outcall Agency Employee (Off-site services)	\$252.00 per Application	NA NA				
Application for 2+ Licenses at one time	\$20.00 per Application	Higher of applicable fees				
Outcall Agency Employee (Off-site services)	\$254.00 per Application	NA NA				
Solicitors/Mobile Sales/Vendors (30-days Max)	\$75.00 per Application	NA NA				
Application Fee	\$25.00 per Application	NA NA				
License per solicitor	\$25.00 per Month	NA NA				
Alcoholic Beverages						
Class "A"	\$200.00 per Application	NA NA				
Class "B"	\$300.00 per Application	NA NA				
Pawn Shops	\$450.00 per Application	NA NA				
Duplicate Business License	\$5.00 per Application	NA NA				
Late Payment Fees						
Paid 16-45 beyond due date	\$25.00 per Application	NA NA				
Paid > 46 days beyond due date	\$25.00 per Application	1/2 of total application fee				
Fines						
Utility Excavation without a Permit	\$250.00 per Incident	NA NA				
Storm Water Pollution - Illicit Discharge			\$200.00	Per Incident		
Storm Water - Post construction BMP removal			\$100.00	Per BMP		
Construction Activity Without a Permit when required	\$100.00 per Incident	NA NA				
Operating without a business license	\$15.00 per Incident	Certified mailing costs				
Late Payment Fees	\$10.00 per month					
Weed Mowing (Code Enforcement)						
Class A - A parcel of 1/4 acre or less with weeds and/or a small amount of trash and debris			\$150.00			
Class B - A parcel of 1/4 acre or less with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)			\$170.00			
Class C - A parcel greater than 1/4 acre, but less than 1/2 acre with weeds and/or a small amount of trash			\$180.00			
Class D - A parcel greater than 1/4 acre, but less than 1/2 acre with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)			\$205.00			
Class E - A parcel greater than 1/2 acre, but less than 3/4 acre with weeds and/or a small amount of trash			\$225.00			
Class F - A parcel greater than 1/2 acre, but less than 3/4 acre with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)			\$255.00			
Class G - A parcel greater than 3/4 acre, but less than 1 acre with weeds and/or a small amount of trash			\$262.50			
Class H - A parcel greater than 3/4 acre, but less than 1 acre with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)			\$352.50			
Class I - A parcel greater than 1 acre, but less than 2 acres with weeds and/or a small amount of trash			\$375.00			
Class J - A parcel greater than 1 acre, but less than 2 acres with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)			\$457.50			
Class K - A parcel greater than 2 acres, but less than 3 acres with weeds and/or a small amount of trash			\$412.50			
Class L - A parcel greater than 2 acres, but less than 3 acres with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)			\$615.00			
Special Class - Special nuisances not easily classified requiring hourly fees for drivers, trucks, tractors, and hand work						bids will be obtained from contractors
1/4 acre = 10,890 square feet						
1/2 acre = 21,780 square feet						
3/4 acre = 32,674 square feet						
1 acre = 43,560 square feet						
**All rates include dump fees						
Administration Fee for each subsequent weed mowing incident	\$50.00 per incident	NA NA				
Hourly Rates						
Weedeater				\$33.00		
Edger				\$33.00		
Leaf Blower				\$33.00		
Push Mower				\$36.00		
Small Riding Mower				\$43.50		
Large Riding Mower				\$52.50		
Tractor				\$75.00		
Truck/Trailer				\$82.50		
Tractor/Mower				\$78.00		
**Hourly rates include operator, equipment, and all incidentals required to complete the work						
Excavation Permit Fees						
NOTE: Trench Repair Fees for Excavations between October 15th and May 15th are double fee shown						
Administrative Fee	\$47.00 per application					
Curb & Gutter Repair	\$20.00 per lf	NA NA				
Sidewalk Repair	\$10.00 per lf	NA NA				

Community Development

All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Phone/Power/Cable Trench Repair Fee for Perpendicular Cuts						
26'-0" Wide Road (50' ROW)						
1'-0" to 13'-0" Cut	\$46 14 per Application	NA NA				
14'-0" to 26'-0" Cut	\$92 40 per Application	NA NA				
32'-0" Wide Road (50'-60' ROW)						
1'-0" to 16'-0" Cut	\$56 88 per Application	NA NA				
Cut 17'-0" to 32'-0" Cut	\$132 64 per Application	NA NA				
36'-0" Wide Road (60' ROW)						
1'-0" to 18'-0" Cut	\$63 96 per Application	NA NA				
19'-0" to 36'-0" Cut	\$127 92 per Application	NA NA				
42'-0" Wide Road (66' ROW)						
1'-0" to 21'-0" Cut	\$78 12 per Application	NA NA				
22'-0" to 42'-0" Cut	\$156 42 per Application	NA NA				
56'-0" Wide Road (80' ROW)						
1'-0" to 21'-0" Cut	\$78 12 per Application	NA NA				
22'-0" to 35'-0" Cut	\$127 92 per Application	NA NA				
36'-0" to 56'-0" Cut	\$198 80 per Application	NA NA				
Water Line Trench Repair Fee for Perpendicular Cuts						
26'-0" Wide Road (50' ROW)						
1'-0" to 13'-0" Cut	\$53 83 per Application	NA NA				
14'-0" to 26'-0" Cut	\$107 66 per Application	NA NA				
32'-0" Wide Road (50'-60' ROW)						
1'-0" to 16'-0" Cut	\$66 36 per Application	NA NA				
Cut 17'-0" to 32'-0" Cut	\$132 72 per Application	NA NA				
36'-0" Wide Road (60' ROW)						
1'-0" to 18'-0" Cut	\$74.62 per Application	NA NA				
19'-0" to 36'-0" Cut	\$149 24 per Application	NA NA				
42'-0" Wide Road (66' ROW)						
1'-0" to 21'-0" Cut	\$87 08 per Application	NA NA				
22'-0" to 42'-0" Cut	\$174 16 per Application	NA NA				
56'-0" Wide Road (80' ROW)						
1'-0" to 21'-0" Cut	\$87 08 per Application	NA NA				
22'-0" to 35'-0" Cut	\$145 46 per Application	NA NA				
36'-0" to 56'-0" Cut	\$232 12 per Application	NA NA				
Storm Drain Lines Trench Repair Fee for Perpendicular Cuts						
26'-0" Wide Road (50' ROW)						
1'-0" to 13'-0" Cut	\$61 52 per Application	NA NA				
14'-0" to 26'-0" Cut	\$123 04 per Application	NA NA				
32'-0" Wide Road (50'-60' ROW)						
1'-0" to 16'-0" Cut	\$75 84 per Application	NA NA				
Cut 17'-0" to 32'-0" Cut	\$151 68 per Application	NA NA				
36'-0" Wide Road (60' ROW)						
1'-0" to 18'-0" Cut	\$85 25 per Application	NA NA				
19'-0" to 36'-0" Cut	\$170 56 per Application	NA NA				
42'-0" Wide Road (66' ROW)						
1'-0" to 21'-0" Cut	\$99 52 per Application	NA NA				
22'-0" to 42'-0" Cut	\$199 04 per Application	NA NA				
56'-0" Wide Road (80' ROW)						
1'-0" to 21'-0" Cut	\$99 52 per Application	NA NA				
22'-0" to 35'-0" Cut	\$166 24 per Application	NA NA				
36'-0" to 56'-0" Cut	\$265 28 per Application	NA NA				
Sanitary Sewer Lines Trench Repair Fee for Perpendicular Cuts						
26'-0" Wide Road (50' ROW)						
1'-0" to 13'-0" Cut	\$69 21 per Application	NA NA				
14'-0" to 26'-0" Cut	\$138 24 per Application	NA NA				
32'-0" Wide Road (50'-60' ROW)						
1'-0" to 16'-0" Cut	\$85 32 per Application	NA NA				
Cut 17'-0" to 32'-0" Cut	\$170 64 per Application	NA NA				
36'-0" Wide Road (60' ROW)						
1'-0" to 18'-0" Cut	\$99 40 per Application	NA NA				
19'-0" to 36'-0" Cut	\$191 88 per Application	NA NA				
42'-0" Wide Road (66' ROW)						
1'-0" to 21'-0" Cut	\$111 96 per Application	NA NA				
22'-0" to 42'-0" Cut	\$223 92 per Application	NA NA				
56'-0" Wide Road (80' ROW)						
1'-0" to 21'-0" Cut	\$111 96 per Application	NA NA				

Community Development

All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)

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

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

Storm Water Activity Permit Fees

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

Newsletter Advertising Fees

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

	Per Issue Rate
Full page ad (8.5" x 11")	\$400.00
Half page ad	\$225.00
Quarter page ad	\$125.00
Eight page ad	\$60.00
Back page ad*	
Full page	\$550.00
Half page	\$350.00
Quarter page	\$200.00

*Back page advertisements will not be sold on an annual basis

Utility Bill Advertising Fees

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

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

Utilities *All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)*

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Utility Rates						
Garbage Service						
Service	\$11.00 per month	N/A NA				
New Garbage Can Set-up	\$100.00 ea. Unit	NA NA				
Extra Garbage Can (Limit 3)	\$7.20 ea. Unit	NA NA				
Green Waste Can	\$6.50 ea. Unit	N/A N/A				
Replacement Cost	\$90.00 per can	NA NA				
Early Return of Extra Can(s) - less than six (6) months	\$35.00 per can	NA NA				
Street Lighting (Effective May 1st, 2009)						
Street Ligting Power Fee	\$1.00 per month	NA NA				
Purchase of New Street Lights	\$0.32 per month	NA NA				
Temporary Meter (New Construction)	\$30.00 per application	NA NA				
New Service (Does not include impact fee)	\$25.00 per application	NA NA				
Utility Account Transfer (within City limits)	\$15.00 per request	NA NA				
Late Fee on Delinquent Accounts	\$10.00 per incident	NA NA				
Request for Re-establishment of Service after Delinquency						
First Occurrence	\$35.00 per request	NA NA				
Subsequent Occurrences (Same Year)	\$50.00 per request	NA NA				
After Hours Re-connection of Service	\$35.00 per request	NA NA				
Deposit for Water Service						
Residential	\$75.00 per application	NA NA				
Commercial/Industrial/Multi-Family	\$100.00 per application	NA NA				
Culinary Water Service						
Private Pool - Above Ground Permenant	\$2.20 per 1,000 gallons					
Commercial Construction (not to be pro-rated)	\$2.20 per 1,000 gallons					
Commercial Service						
< 10,000 Gallons	\$16.50 per month	NA NA				
10,001-30,000 gallons	\$1.65 per 1,000 gallons	NA NA				
30,001-40,000 gallons	\$2.05 per 1,000 gallons	NA NA				
> 40,000 gallons	\$2.65 per 1,000 gallons	NA NA				
Residential Service (with secondary water)						
< 8,000 Gallons	\$16.50 per month	NA NA				
8,001 -15,000 gallons	\$2.05 per 1,000 gallons	NA NA				
> 15,000 gallons	\$2.45 per 1,000 gallons	NA NA				
Residential Service (without secondary water)						
< 8,000 Gallons	\$16.50 per month	NA NA				
8,001 -15,000 gallons	\$2.20 per 1,000 gallons	NA NA				
15,001-20,000 gallons	\$2.75 per 1,000 gallons	NA NA				
> 20,000 gallons	\$4.10 per 1,000 gallons	NA NA				
All Non-Residential Service						
< 8,000 Gallons	\$22.50 per month	NA NA				
8,001 -15,000 gallons	\$2.20 per 1,000 gallons	NA NA				
15,001-20,000 gallons	\$2.75 per 1,000 gallons	NA NA				
> 20,000 gallons	\$4.10 per 1,000 gallons	NA NA				
Secondary Water Service (rate based on 3/4" line size flow for any service larger than 1")						
3/4" line	\$15.50 per month	NA NA				
1" line	\$21.50 per month	NA NA				
1 1/2" line	\$58.00 per month	NA NA				
2" line	\$103.11 per month	NA NA				
3" line	\$184.50 per month	NA NA				

Utilities *All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)*

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
4" line	\$412.44 per month	NA NA				
6" line	\$928.00 per month	NA NA				
8" line	\$1,649.78 per month	NA NA				
Hydrant Meter						
Meter Deposit	\$1,200.00 per application	NA NA				
Administrative Fee	\$30.00 per application	NA NA				
Hydrant Rental						
Short Term (up to 3 days)	\$8.00 per application	\$2.00 per 1,000 gallons				
Long Term (Monthly)	\$30.00 per month	\$2.00 per 1,000 gallons				
General Use Fee	\$2.20 per 1,000 gallons	NA NA				
Hydrant Flushing	\$250.00 per Flushing	\$2.18 per 1,000 gallons				
Sewer Service (Waste)						
Residential & Commercial	\$13.30 per month	NA NA				
Sewer Service (Storm)						
Residential	\$3.50 per month	NA NA				
Commercial						
0 - 1 acre	\$5.50 per month	NA NA				
1.1 - 2 acres	\$11.00 per month	NA NA				
2.1 - 2 acres	\$16.50 per month	NA NA				
3.1 - 4 acres	\$22.00 per month	NA NA				
4.1 - 5 acres	\$27.50 per month	NA NA				
5.1 - 6 acres	\$33.00 per month	NA NA				
6.1 - 7 acres	\$38.50 per month	NA NA				
7.1 - 8 acres	\$44.00 per month	NA NA				
8.1 - 9 acres	\$49.50 per month	NA NA				
Each additional acre	\$5.50 per month	NA NA				
Secondary Water - Open Land in a Residential Subdivision	\$0.19 sf of pervious area	NA NA				
Secondary Water						
¾" Line	\$300.00 ea. Unit	NA NA				
1" Line	\$400.00 ea. Unit	NA NA				
1½" Line	\$600.00 ea. Unit	NA NA				
2" Line	\$800.00 ea. Unit	NA NA				
3" Line	\$1,200.00 ea. Unit	NA NA				
4" Line	\$1,600.00 ea. Unit	NA NA				
6" Line	\$2,000.00 ea. Unit	NA NA				
8" Line	\$2,400.00 ea. Unit	NA NA				
Sewer - North Davis Sewer District (Connection)	\$225.00 per Connection	NA NA				
Sewer - City Connection	\$300.00 ea. Unit	NA NA				
Public Works						
Sidewalk & Driveway Approach Replacement	\$45.00 per inspection	NA NA				
Street Sweeping (Contractor failure to clean)	\$515.00 per incident	Time & Material for City Personnel				
Fines						
Fines - Water Meter Tampering	\$35.00 per Incident	NA NA				

Parks & Recreation All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Community Center Fees						
Rental - after hours fee for all activities	\$10.00 per hour per staff member					
Rental - Gymnasium						
Resident	\$100.00 per hour per gym	\$500.00 per day	\$500.00 per 8 hours per gym			
Non-resident	\$150.00 per hour per gym	\$800.00 per day	\$800.00 per 8 hours per gym			
Rental - Classroom/Craft Room						
Resident	\$25.00 per hour per room	\$160.00 per day	\$160.00 per 8 hours per gym			
Non-resident	\$45.00 per hour per room	\$280.00 per day	\$280.00 per 8 hours per gym			
Memberships						
Children (Ages 5-13)						
Resident	\$0.50 per day	\$5.00 per month or \$36 per year				
Non-Resident	\$0.50 per day	\$8.00 per month or \$61 per year				
Youth (Ages 14-17)						
Resident	\$1.00 per day	\$11.00 per month or \$76 per year				
Non-Resident	\$1.00 per day	\$16.00 per month or \$101 per year				
Adults (Ages 18-59)						
Resident	\$2.00 per day	\$16.00 per month or \$101 per year				
Non-Resident	\$2.00 per day	\$26.00 per month or \$181 per year				
Seniors (Ages 60+)						
Resident	\$0.50 per day	\$5.00 per month or \$36 per year				
Non-Resident	\$0.50 per day	\$8.00 per month or \$61 per year				
Seniors Couples						
Resident	n/a per day	\$7.00 per month or \$56 per year				
Non-Resident	n/a per day	\$11.00 per month or \$101 per year				
Adult Couples						
Resident	n/a per day	\$26.00 per month or \$176 per year				
Non-Resident	n/a per day	\$46.00 per month or \$301 per year				
Families						
Resident	n/a per day	\$51.00 per month or \$251 per year				
Non-Resident	n/a per day	\$76.00 per month or \$401 per year				
Park Rental Fees						
Park Land Rental (Concessionaire)	\$250.00 per month	NA NA				
Athletic Fields						
Non-Recreational Play	\$25.00 per (4) hour period	\$5.00 per hour for 5+ hours				
Resident	\$50.00 per field per day	NA NA				
Non-Resident	\$75.00 per field per day	NA NA				
Recreational Play	Fee negotiated	per Contract	NA NA			
Field Lighting	\$30.00 per hour per field	NA NA				
Boweries (except for Jensen and Legacy Parks)						
Bowery Rental Deposit	\$50.00 per application	NA NA				
Parties of 150 or Less						
Resident	\$25.00 per (4) hour period	\$5.00 per hour for 5+ hours				
Non-Resident	\$50.00 per (4) hour period	\$10.00 per hour for 5+ hours				
Parties of 150 or More						
Resident	\$75.00 per (4) hour period	\$10.00 per hour for 5+ hours				
Non-Resident	\$125.00 per (4) hour period	\$20.00 per hour for 5+ hours				
Jensen Nature Park						
Resident	\$50.00 per (4) hour period	NA NA				
Non-Resident	\$75.00 per (4) hour period	NA NA				
Jensen Park Nature Center						
Resident - 1/2 Day	\$125.00 per rental	NA NA				
Resident - Whole Day	\$250.00 per rental	NA NA				
Non-resident - 1/2 Day	\$175.00 per rental	NA NA				
Non-resident - Whole Day	\$350.00 per rental	NA NA				
Legacy Park						
Resident	\$50.00 per (4) hour period	NA NA				

Parks & Recreation All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Non-Resident	\$75.00 per (4) hour period	NA NA				
Cancellation Fee	\$5.00 per cancellation	50% within 7 days, no refund under 3 days				
Heritage Days						
10 x 10 Booth	\$75.00 per booth	NA NA				
10 x 20 Booth	\$120.00 per booth	NA NA				
Power for Booth	\$10.00 per booth	NA NA				
Roving Vendor Permit						
Without a booth rental	\$50.00 per permit	NA NA				
With a booth rental	\$25.00 per permit	NA NA				
Parade Entry	\$10.00 per vehicle					
Late Fee	\$15.00 per application	NA NA				
Sports Programs						
Late Sign-up Fee	\$5.00 per person	NA NA				
Golf	\$56.00 per person	NA NA				
Tennis	\$31.00 per person	NA NA				
Football (Tackle)	\$116.00 per person	NA NA				
Adult Basketball	\$351.00 per team	NA NA				
Soccer (Fall/Spring)						
Resident	\$46.00 per person	NA NA				
Non-Resident	\$61.00 per person	NA NA				
Baseball/Softball						
T-ball						
Resident	\$36.00 per person	NA NA				
Non-Resident	\$51.00 per person	NA NA				
Machine Pitch						
Resident	\$41.00 per person	NA NA				
Non-Resident	\$41.00 per person	NA NA				
Minor League/Major League						
Resident	\$46.00 per person	NA NA				
Non-Resident	\$61.00 per person	NA NA				
Pony/Ponytail/High School						
Resident	\$51.00 per person	NA NA				
Non-Resident	\$66.00 per person	NA NA				
Jr High/5th - 6th Girls						
Resident	\$51.00 per person	NA NA				
Non-Resident	\$66.00 per person	NA NA				
Basketball						
1st-6th grades (Jr Jazz)						
Resident	\$51.00 per person	NA NA				
Non-Resident	\$66.00 per person	NA NA				
7th-12th grades (Jr Jazz)						
Resident	\$56.00 per person	NA NA				
Non-Resident	\$71.00 per person	NA NA				
Itty Bitty						
Resident	\$36.00 per person	NA NA				
Non-Resident	\$51.00 per person	NA NA				
Equipment Rental						
Performance Stage	\$900.00 per day					
Cotton Candy Machine	\$45.00 per day					
Hot Dog Roaster	\$40.00 per day					
Nacho Machine	\$40.00 per day					
Popcorn Machine	\$45.00 per day					
Inflatables						
20 foot double slide	\$150.00 per 4 hours					
Bounce House	\$115.00 per 4 hours					
Human Hamster Balls	\$125.00 per ball for 2 hours					

Amended 07-10-12

Parks & Recreation All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Utilities						
Parks Maintenance	\$2.93 per month	NA NA				

Cemetery

All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)

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

Public Safety

All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Fire Department						
Ambulance Stand-By Fee (for-profit special events)	\$36.00 per hour					
CERT Special Class fee for additional classes requested by organizations outside of regular scheduled classes	\$200.00 per class					
Equipment issued during CERT Class	\$25.00					
Fire Report	\$10.00					
Fire Report with pictures	\$50.00					
CPR/ First Aid Course						
Resident	\$10.00					
Non-Resident	\$20.00					
Children's Bike Helmets	\$10.00					
Police Department						
Fingerprinting	\$50.00 per card					
Police Report	\$10.00					
Police Report with pictures	\$50.00					
Police Training Room Rental						
Resident	\$25.00					
Non-Resident	\$50.00					
Police Training Room Rental w/food						
Resident	\$50.00					
Non-Resident	\$75.00					
Defensive Driving Course ordered by Justice Court	\$50.00					
Emergency Services						
Base Fee and Mileage Rate		As per State approved Utah Health Department Rates				
Surcharges (Emergency, night service, off-road)						
Special Provisions (wait time, non-transport)						
Medical Supplies						

Miscellaneous

All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Faxes						
Local	\$2.00 per call	NA NA				
Long Distance	\$1.00 per page	\$0.10 NA				
Copies						
8 1/2 " x 11" - single sheet B&W	\$0.25 per sheet	NA NA				
8 1/2 " x 11" - single sheet Color	\$0.50 per sheet	NA NA				
11 " x 17" - single sheet B&W	\$0.50					
11 " x 17" - single sheet Color	\$1.00					
24" x 36"	\$2.00 per sheet	NA NA				
Off-site Printing	Actual Cost	NA NA				
Post Office Supplies						
Bubble Wrap	\$3.30					
Packing Tape Dispensers	\$3.50					
Mailing Carton 12" x 10" x 8"	\$2.19					
Mailing Carton 15"x12"x10"	\$3.49					
Mlg Ctn 9.0625" x 5.625" x 1.25" (DVD/Video)	\$2.59					
Mailing Carton 8" x 8" x 8"	\$1.99					
Mailing Carton 5.75" x 5.25" x 1" (CD Mailer)	\$2.19					
Photo/Doc Mlr 9.75" x 12.25" (Chipboard)	\$1.59					
Cushion Mailer 6" x 10"	\$1.19					
Cushion Mailer 8.5" x 12"	\$1.59					
Cushion Mailer 10.5" x 16"	\$1.89					
Photo/Doc Mailer 6" x 10" (Chipboard)	\$1.49					
Photo/Doc Mlr 6.5" x 9.5" Corr-Ins peel adh	\$1.69					
Photo/Doc Mlr 9.5" x 12.5" Corr-Ins peel adh	\$2.19					
Bubble Mailer 6" x 10"	\$1.49					
Bubble Mailer 10.5" x 16"	\$2.19					
Bubble Mailer 8.5" x 12"	\$1.79					
Bubble Mailer 12.5" x 19"	\$2.59					
Envelope 6" x 9"	\$0.49					
Utility Mailer 10.5" x 16"	\$1.19					
Administrative Reports & Documents						
Financial Report						
First Copy	No Charge per report	NA NA				
Additional	\$5.00 per report	NA NA				
Budget Document						
First Copy	\$20.00 per report	NA NA				
Additional	\$5.00 per report	NA NA				
Audio Recordings on CD	\$10.00 per CD	NA NA				
Certification of Copies	\$2.00 per copy	NA NA				
GRAMA Records Request						
Research, compilation, editing etc.	\$0.00 per minute (first 30 min)	\$15.00 per hour (31+ minutes)				
Notarization	\$5.00 per stamp	NA NA				
Subdivision Ordinance Book						
Entire Book	\$15.00 per book	NA NA				
Per Chapter	\$1.50 per chapter	NA NA				
General Plan Book	\$15.00 per book	NA NA				
Maps (includes Zoning, General Plan, Garbage Pick-up, Master Transportation etc.)						
8 1/2 " x 11"	Size A	\$3.00 per map	NA NA			
11" x 17"	Size B	\$5.00 per map	NA NA			
17" x 22"	Size C	\$8.00 per map	NA NA			
22" x 34"	Size D	\$15.00 per map	NA NA			
34" x 44"	Size E	\$17.00 per map	NA NA			
Custom		\$3.00 per sf	\$10.00 Minimum			
Map Research & Compilation		\$0.00 per hour (< 30 min.)	\$15.00 per hour (> 30 min.)			
Maps on disk		\$10.00 per map (Standard Sizes)	NA NA			

Collections
Amended 07-10-12

Miscellaneous

All Fees Are Effective July 11, 2012 Except As Noted (All fees paid with credit card are subject to 1% fee)

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Returned Check Fee	\$20.00 per check	NA NA				
Warrant Collection Fee	2.75% of outstanding warrant balance					
Outside Collection Agency Fee	25% of balance owed to City		33 33%	of balance owed to City		
Candidate Filing Fee for Public Office	\$25.00 per application	NA NA				
City Hall Lobby Rental						
Small Events (< 25 persons - no food present)						
Resident	\$50.00 per rental	\$0.00 per hour				
Non-resident	\$75.00 per rental	\$0.00 per hour				
Small Events (< 25 persons - with food present)						
Resident	\$100.00 per rental	\$35.00 per hour				
Non-resident	\$150.00 per rental	\$35.00 per hour				
Large Events (> 25 persons - no food present)						
Resident	\$300.00 per rental	\$35.00 per hour				
Non-resident	\$450.00 per rental	\$35.00 per hour				
Large Events (> 25 persons - with food present)						
Resident	\$300.00 per rental	\$35.00 per hour				
Non-resident	\$450.00 per rental	\$35.00 per hour				
City Hall Chambers Rental						
Small Events (< 25 persons - no food present)						
Resident	\$100.00 per rental	\$35.00 per hour for staffing				
Non-resident	\$150.00 per rental	\$40.00 per hour for staffing				
Large Events (< 25 persons - no food present)						
Resident	\$300.00 per rental	\$40.00 per hour				
Non-resident	\$450.00 per rental	\$45.00 per hour				
City Hall Lobby and Chambers Rental						
Small Events (< 25 persons - no food present)						
Resident	\$150.00 per rental	\$35.00 per hour				
Non-resident	\$200.00 per rental	\$40.00 per hour				
Small Events (< 25 persons - with food present)						
Resident	\$200.00 per rental	\$40.00 per hour				
Non-resident	\$250.00 per rental	\$45.00 per hour				
Large Events (> 25 persons - no food present)						
Resident	\$350.00 per rental	\$50.00 per hour				
Non-resident	\$400.00 per rental	\$55.00 per hour				
Large Events (> 25 persons - with food present)						
Resident	\$450.00 per rental	\$55.00 per hour				
Non-resident	\$500.00 per rental	\$60.00 per hour				



COUNCIL AGENDA

October 9, 2012

Agenda Item #10 Proposed Ordinance No. 12-25 amending various provisions of Title 8, The Subdivision Ordinance, relating to exaction of water shares.

Factual Summation

- Please see the memo from the Community and Economic Development Department. Any questions regarding this item can be directed at City Attorney, Will Carlson, Public Works Director, Robert Whiteley, and Community and Economic Development Director, Mike Eggett.
- Please see the attached Proposed Ordinance No. 12-25

Background

Recently a concern was brought to the attention of City Staff relative to the exaction of water shares for development within the City. Upon review of the current City ordinance regarding the acquisition of irrigation water shares upon non-residential developments by the City Attorney, the CED Director and Public Works Director, it was determined that the current ordinance does not adequately address State requirements for irrigation water. Therefore, the City Attorney in working with the Public Works Department and the CED Department, crafted an update irrigation water section (regarding water shares) of the City Code and presented it for review by the Planning Commission on September 18, 2012. The Planning Commission held a public hearing on September 18, 2012 to review the proposed amendment language.

For your use and review, the attached proposed language changes to the Municipal Code, Title VIII, reflects the combined efforts of the City Attorney, Public Works Department and the CED Department to provide a mechanism that equitably requires irrigation water shares be transferred to the City for both residential and non-residential developments.

Consideration of Recommendation for City Council Approval of the amendments to the Syracuse City Municipal Code, Section 8-2-9, relating to the exaction of water shares on residential and non-residential subdivisions.

On September 18, 2012, the Syracuse City Planning Commission held a public hearing and unanimously recommended that the Syracuse City Council approve the following amendment to the Syracuse City Municipal Code, Title VIII as follows:

8-2-9: IRRIGATION WATER. Due to the need of providing irrigation water for subdivision development, ~~the subdivider shall convey to Syracuse City water rights that have been customarily used on the property to be developed that are usable by and acceptable to Syracuse City to provide a minimum of three acre feet (3 a.f.) of water annually during normal water years, for each acre or part thereof within the subdivision. In the event there are no owner water rights on property to be developed, the developer shall obtain and convey water rights acceptable and usable by Syracuse City.~~ (Ord 04-23) the City has estimated the impact of subdivisions on the area's water supply. Factors including the City's climate, temperature, precipitation, evapotranspiration rate, length of the irrigation season, and soil type dictate that each acre of irrigable property requires roughly four acre feet (4 a.f.) of water annually during normal water years.

- A. Residential Subdivisions.** Based on extensive experience with residential subdivisions, the City has calculated that the nature and extent of a residential subdivision's impact on the water supply is roughly proportionate to three acre feet (0.75 x 4 a.f.) of water annually for each acre or part thereof within the subdivision during normal water years. Therefore, a residential developer shall convey to the City water rights that have been customarily used on the property to be developed that are usable by and acceptable to the City to provide 0.75 x 4 a.f. for each acre or part thereof within the subdivision. In the event there are no owner water rights on property to be developed, the developer shall obtain and convey water rights acceptable and usable by Syracuse City.
- B. Nonresidential Subdivisions.** The nature and extent of a nonresidential subdivision's impact on the water supply varies widely based on the amount of the subdivision that remains irrigable acres. Accordingly, a nonresidential developer shall convey to the City water rights that have been customarily used on the property to be developed that are usable by and acceptable to the City to provide 4 a.f. for each irrigable acre or part thereof within the subdivision. In the event there are no owner water rights on property to be developed, the developer shall obtain and convey water rights acceptable and usable by Syracuse City. No water rights shall be conveyed for full acres of asphalt or other non-permeable surfaces.
- C. Exactions to Cease Upon Excess Supply.** Every five years the Public Works Director shall determine whether the City's existing available water interests exceed the water interests needed to meet the amount of water needed in the next 40 years by the persons within the City's projected service area based on projected population growth and other water use demand ("reasonable future water requirements.") Should the Director conclude that available water interests exceed the reasonable future water requirements of the public, the Public Works Director shall notify the City Council and the City Council shall act to cease exacting water shares from any further developers until existing available water interests no longer exceed the reasonable future water requirements.

Recommendation

The Syracuse City Planning Commission and City Staff hereby recommend that the City Council adopt Ordinance 12-25 and approve the proposed irrigation water language-amending Section 8-2-9 of the Syracuse City Municipal Code.

ORDINANCE NO. 12-25

**AN ORDINANCE OF THE SYRACUSE CITY COUNCIL AMENDING
VARIOUS PROVISIONS OF TITLE 8, THE SUBDIVISION ORDINANCE,
RELATING TO EXACTION OF WATER SHARES.**

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

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

WHEREAS, the City Council hereby further finds that the City Subdivision Ordinance and the City Land Use Ordinance requires amendment to cure deficiencies and clarify requirement for transfer of water shares for residential and non-residential subdivision;

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

Section 1. Amendment. Section 8-2-9 of the Syracuse City Code is hereby amended to read in its entirety as follows:

8-2-9: IRRIGATION WATER. Due to the need of providing irrigation water for subdivision development, the City has estimated the impact of subdivisions on the area's water supply. Factors including the City's climate, temperature, precipitation, evapotranspiration rate, length of the irrigation season, and soil type dictate that each acre of irrigable property requires roughly four acre feet (4 a.f.) of water annually during normal water years.

- A. **Residential Subdivisions.** Based on extensive experience with residential subdivisions, the City has calculated that the nature and extent of a residential subdivision's impact on the water supply is roughly proportionate to three acre feet (0.75 x 4 a.f.) of water annually for each acre or part thereof within the subdivision during normal water years. Therefore, a residential developer shall convey to the City water rights that have been customarily used on the property to be developed that are usable by and acceptable to the City to provide 0.75 x 4 a.f. for each acre or part thereof within the subdivision. In the event there are no owner water rights on property to be developed, the developer shall obtain and convey water rights acceptable and usable by Syracuse City.
- B. **Nonresidential Subdivisions.** The nature and extent of a nonresidential subdivision's impact on the water supply varies widely based on the amount of the subdivision that remains irrigable acres. Accordingly, a nonresidential developer shall convey to the City water rights that have

been customarily used on the property to be developed that are usable by and acceptable to the City to provide 4 a.f. for each irrigable acre or part thereof within the subdivision. In the event there are no owner water rights on property to be developed, the developer shall obtain and convey water rights acceptable and usable by Syracuse City. No water rights shall be conveyed for full acres of asphalt or other non-permeable surfaces.

- C. **Exactions to Cease Upon Excess Supply.** Every five years the Public Works Director shall determine whether the City's existing available water interests exceed the water interests needed to meet the amount of water needed in the next 40 years by the persons within the City's projected service area based on projected population growth and other water use demand ("reasonable future water requirements.") Should the Director conclude that available water interests exceed the reasonable future water requirements of the public, the Public Works Director shall notify the City Council and the City Council shall act to cease exacting water shares from any further developers until existing available water interests no longer exceed the reasonable future water requirements.

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY,
STATE OF UTAH, THIS 9th DAY OF OCTOBER, 2012.**

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, City Recorder

Jamie Nagle, Mayor

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Peterson	_____	_____
Councilmember Lisonbee	_____	_____
Councilmember Duncan	_____	_____
Councilmember Johnson	_____	_____
Councilmember Shingleton	_____	_____



COUNCIL AGENDA

October 9, 2012

Agenda Item #11

Proposed Ordinance No. 12-26 amending the existing zoning map of Title X, "Syracuse City Zoning Ordinance", revised ordinances of Syracuse, 1971, by changing from Residential 2 (R-2) Zone to Professional Office Zone on the parcel(s) of real property herein described.

Factual Summation

- Please see the memo from the Community and Economic Development Department. Any questions regarding this item can be directed at Community and Economic Development Director, Mike Eggett and representative Planning Commissioners.
- Please see the attached Proposed Ordinance No. 12-25



Mayor
Jamie Nagle

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

City Manager
Robert D. Rice

Factual Summation

- Any questions regarding this items may be directed at CED Director, Michael Eggett and representative Planning Commissioners
- See the attached Current General Plan Map and Proposed Zone Map

MEMORANDUM

To: Mayor and City Council

From: Community & Economic Development Department

Date: October 9, 2012

Subject: City Council Approval of the Brighton Bank request for a rezone at approximately 2463 West 1700 South, Rezone from R-2 Residential to Professional Office

Background

The Planning Commission held a public hearing on October 2, 2012 for the Brighton Bank rezone request. No public comment was provided during the hearing. The Planning Commission reviewed the request and agreed that the property as proposed is established as Professional Office on the General Plan Map and this rezone request is in conformance with the General Plan.

Consideration of Recommendation for City Council Approval of the Brighton Bank request for a Rezone from R-2 (Residential) to Professional Office Zone at approximately 2463 West 1700 South, and adoption of Ordinance 12-26 to amend the Syracuse City Zoning Map.

On October 2, 2012, the Syracuse City Planning Commission unanimously recommended that the Syracuse City Council approve the rezone request from Brighton Bank to rezone property located at 2463 West 1700 South from the R-2 (Residential) Zone to Professional Office, with a finding that the property is designated in the City General Plan for said land use of Professional Office. No concerns were raised by the Planning Commission or members of the public.

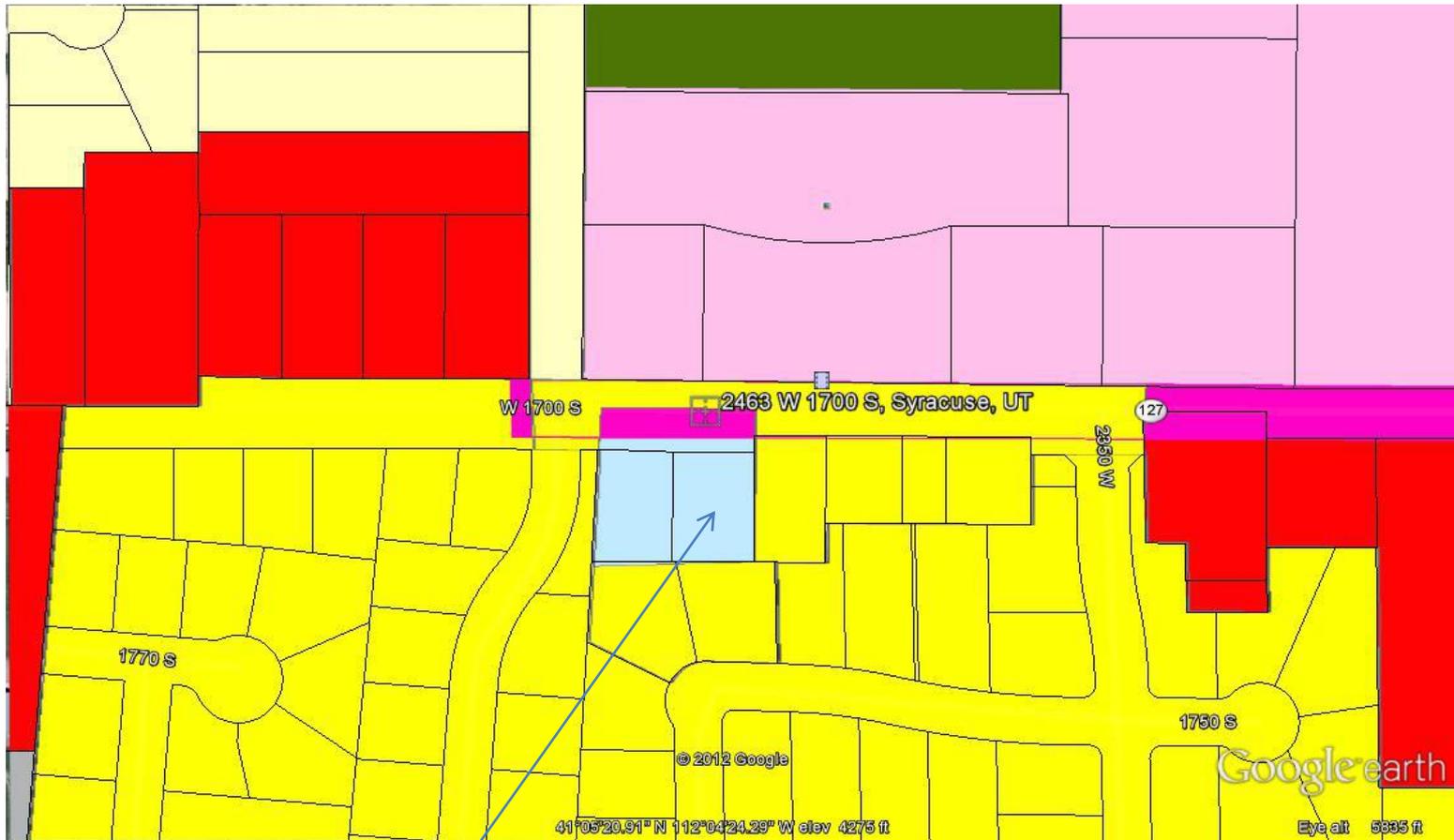
The following documents have been included in your packets for your use and review:

- Current General Plan Map
- Existing and Proposed Zone Map

Recommendation

The Syracuse City Planning Commission and CED Staff hereby recommend that the City Council adopt Ordinance 12-26 and approve the rezone request from Brighton Bank to rezone property located at 2463 West 1700 South from the R-2 (Residential) Zone to Professional Office, with a finding that the property is designated in the City General Plan for said land use as Professional Office.

Current General Plan Map



2463 W. 1700 S. Future Land Use
Professional Office Designation

Current Zoning

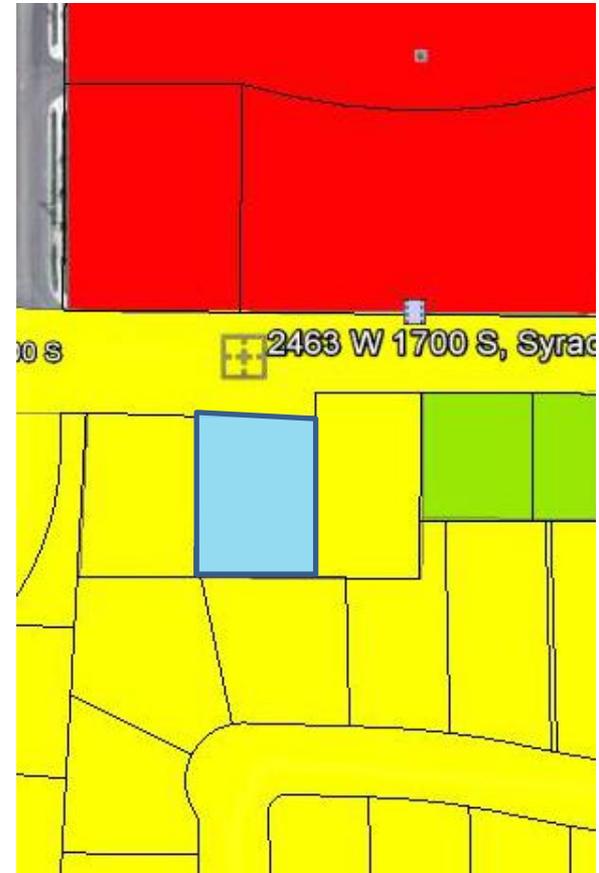
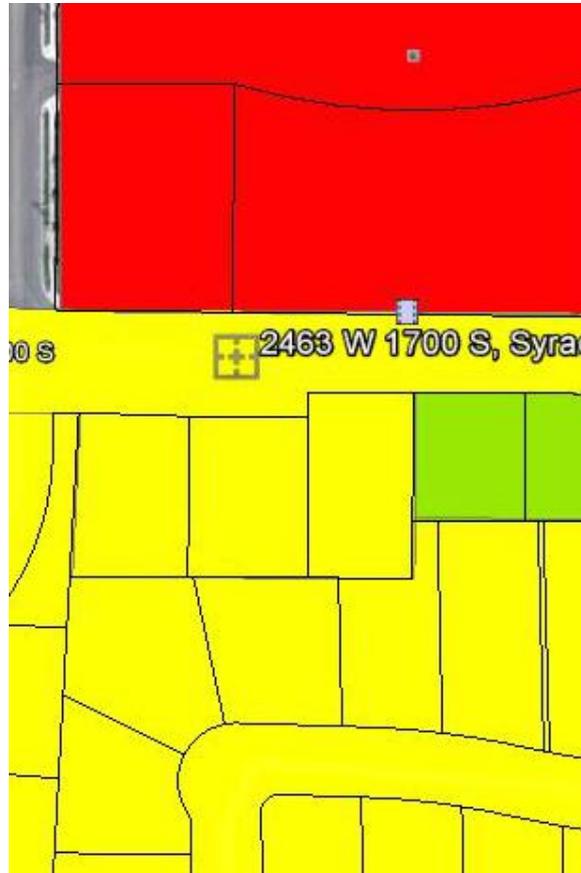
Proposed Zoning

Legend

- A-1 Agriculture
- Commercial II
- General Commercial
- Industrial
- Institutional
- Open Space / Recreational
- PRD (5.0 dwellings per net acre)
- Professional Office
- R-1 (2.90 dwellings per net acre)
- R-2 (3.79 dwellings per net acre)
- R-3 (5.44 dwellings per net acre)
- R-4 (14.52 dwellings per net acre)
- Research Park
- Redevelopment District Boundary
- TownCenterOverlayZone
- Zoning Districts



1 inch = 1,221 feet



ORDINANCE NO. 12-26

AN ORDINANCE AMENDING THE EXISTING ZONING MAP OF TITLE X, "SYRACUSE CITY ZONING ORDINANCE", REVISED ORDINANCES OF SYRACUSE, 1971, BY CHANGING FROM RESIDENTIAL 2 (R-2) ZONE TO PROFESSIONAL OFFICE ZONE ON THE PARCEL(S) OF REAL PROPERTY HEREIN DESCRIBED.

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

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

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

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

SECTION 1: That the following described real parcels of property in Residential 2 (R-2) Zone as shown on a zoning map are hereby amended and changed to Professional Office Zone accordingly:

ALL OF LOT 210, CRIDDLE HOMESTEAD PHASE 2. CONTAINING 0.32 ACRES.

Said property is located at approximately 2463 West 1700 South.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 9TH DAY OF OCTOBER, 2012.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, City Recorder

Mayor Jamie Nagle

Voting by the City Council:

	“AYE”	“NAY”
Councilmember Peterson	_____	_____
Councilmember Lisonbee	_____	_____
Councilmember Duncan	_____	_____
Councilmember Johnson	_____	_____
Councilmember Shingleton	_____	_____



COUNCIL AGENDA

October 9, 2012

Agenda Item #12

Consideration of Recommendation for City Council Approval of the Trailside Park Subdivision, Phases 3 Final Plan Review.

Factual Summation

- Please see the attached memo from the Community and Economic Development Department. Any questions regarding this item can be directed at Mike Eggett, Community and Development Director.



Mayor
Jamie Nagle

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

City Manager
Robert D. Rice

Factual Summation

- Any questions regarding this items may be directed at CED Director, Michael Eggett and representative Planning Commissioners
- See the attached Trailside Park Phase 3 Subdivision Packet

MEMORANDUM

To: Mayor and City Council

From: Community & Economic Development Department

Date: October 9, 2012

Subject: City Council Approval of the Trailside Park Cluster Subdivision, Phases 3: Ovation Homes (Brad Frost) request for Final Subdivision approval located at approximately 2950 South 2000 West, 25 lots, 5.55 Acres, Residential 1 (R-1) Zone

Background

The Planning Commission held a public meeting on October 2, 2012 for approval of a Cluster Subdivision and recommendation for Final Plat approval of this final phase of Trailside Park Subdivision. All items noted in staff reports have been addressed by the Planning Commission. Subsequently, on October 2, 2012, the Planning Commission recommended this subdivision to the City Council for approval. The Planning Commission also approved the conditional use to allow Trailside Park Phase 3 to be developed as a cluster subdivision subject to Chapter 10-16 "Cluster Subdivision" of the Municipal Code.

This proposed development is the final phase of the Trailside Park Subdivision, a 55+ Adult single family dwelling cluster development. Phase 1 of the project included the dedication of 5.43 acres of park space to the City, with additional common open space dedicated within Phase 1 & 2. The overall permitted density of the cluster development, based upon bonus through open space and various amenities is 4.35 dwelling units per acre. The total density for the project is 3.41 d.u./acre.

Consideration of Recommendation for City Council Approval of the Trailside Park Cluster Subdivision, Phases 3 (Final Plans Review)

On October 2, 2012, the Syracuse City Planning Commission recommended that the Syracuse City Council approve the Trailside Park Subdivision, Phase 3 Final Plans, subject to development agreement and the City staff reviews dated September 20 & 28, 2012, with the stipulation for the City Engineer to review the tributary area for the storm water catch basin to the North, and any necessary recommendations and updates be made to the developer.

The following documents have been included in your packets for your use and review:

- Final plat drawing for Trailside Park Cluster Subdivision, Phases 3
- Road and lot plan
- Amendment to the development agreement
- City Engineer's review
- Planning Department's review
- Fire Department's review

Recommendation

The Syracuse City Planning Commission and CED Staff hereby recommend that the City Council approve the final plans and amended development agreement for the Trailside Park Cluster Subdivision, Phases 3 , located at approximately 2950 South 2000 West, subject to meeting all requirements of the City's Municipal Codes and City staff reviews dated September 20 & 28, 2012, with the stipulation for the City Engineer to review the tributary area for the storm water catch basin to the North, and any necessary recommendations and updates be made to the developer.

TRAILSIDE PARK SUBDIVISION PHASE 3

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
SYRACUSE CITY, DAVIS COUNTY, UTAH
SEPTEMBER, 2012



VICINITY MAP
NOT TO SCALE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°48'24"E	19.10'
L2	S89°48'24"E	18.77'
L3	N00°30'57"E	29.56'

ACREAGE

TOTAL BOUNDARY	241,882 S.F.	5.553 ACRES
LOTS	197,000 S.F.	4.523 ACRES
STREETS	44,882 S.F.	1.030 ACRES

ADDRESS TABLE

LOT	ADDRESS
32	2887 S. TRAILSIDE DRIVE
33	2899 S. TRAILSIDE DRIVE
34	2911 S. TRAILSIDE DRIVE
35	3014 S. TRAILSIDE DRIVE
36	3002 S. TRAILSIDE DRIVE
37	2990 S. TRAILSIDE DRIVE
38	2882 S. TRAILSIDE DRIVE
39	1833 W. PARK DRIVE
40	1851 W. PARK DRIVE
41	1869 W. PARK DRIVE
42	1885 W. PARK DRIVE
43	1905 W. PARK DRIVE
44	1923 W. PARK DRIVE
45	1941 W. PARK DRIVE
46	1959 W. PARK DRIVE
47	1977 W. PARK DRIVE
48	1984 W. PARK DRIVE
49	1962 W. PARK DRIVE
50	1944 W. PARK DRIVE
51	1926 W. PARK DRIVE
52	1908 W. PARK DRIVE
53	1888 W. PARK DRIVE
54	1872 W. PARK DRIVE
55	1854 W. PARK DRIVE
56	1836 W. PARK DRIVE

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	8.00'	12.57'	11.31'	8.00'	S44°48'24"E	90°00'00"
C2	8.00'	12.57'	11.31'	8.00'	S45°11'36"W	90°00'00"
C3	530.00'	51.62'	51.60'	25.83'	S87°00'58"E	5°34'51"
C4	530.00'	60.33'	60.29'	30.20'	S80°57'54"E	6°31'17"
C5	500.00'	105.61'	105.42'	53.00'	S83°45'20"E	12°06'09"
C7	470.00'	52.12'	52.10'	26.09'	S86°19'10"E	6°21'15"
C8	470.00'	44.61'	44.59'	22.32'	S80°25'24"E	5°26'18"
C9	530.00'	16.32'	16.31'	8.16'	S78°35'10"E	1°45'50"
C10	530.00'	52.47'	52.45'	26.26'	S82°18'15"E	5°40'20"
C11	530.00'	39.67'	39.66'	19.85'	S87°17'05"E	4°17'20"
C12	500.00'	102.32'	102.14'	51.34'	S83°34'00"E	11°43'30"
C13	470.00'	0.43'	0.43'	0.22'	S77°43'50"E	0°03'10"
C14	470.00'	52.65'	52.63'	26.35'	S80°57'59"E	6°25'07"
C15	470.00'	43.09'	43.08'	21.56'	S86°48'09"E	5°15'12"
C16	280.00'	31.76'	31.74'	15.89'	S02°43'59"E	6°29'53"
C17	280.00'	51.13'	51.06'	25.63'	S11°12'47"E	10°27'43"
C18	250.00'	74.00'	73.73'	37.27'	S07°57'51"E	16°57'36"
C19	220.00'	48.61'	48.51'	24.40'	N10°06'52"W	12°39'34"
C20	330.00'	14.41'	14.41'	7.21'	S15°11'36"E	2°30'06"
C21	330.00'	60.78'	60.69'	30.48'	N08°39'58"W	10°33'09"
C22	330.00'	19.52'	19.52'	9.76'	S01°41'42"E	3°23'23"
C23	300.00'	86.10'	85.81'	43.35'	S08°13'19"E	16°26'39"
C25	270.00'	22.54'	22.53'	11.28'	S02°23'29"E	4°46'58"
C26	220.00'	16.51'	16.51'	8.26'	N01°38'04"W	4°18'02"

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION LINE BETWEEN DAVIS COUNTY BRASS CAP MONUMENTS FOUND AT THE NORTHWEST CORNER AND THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SHOWN HEREON AS S00°11'36"W.

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO DETERMINE THE BOUNDARY OF THE BELOW DESCRIBED PROPERTY. ALL BOUNDARY AND LOT CORNERS WERE SET WITH A 3/8" X 24" REBAR AND CAP STAMPED "REEVE & ASSOCIATES". ALL FRONT LOT CORNERS WERE SET WITH A LEAD PLUG AT THE EXTENSION OF THE SIDE LOT LINES AT TOP BACK OF CURB.

BOUNDARY DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF 2000 WEST STREET, SAID POINT BEING N00°11'36"E 1520.02 FEET AND S89°48'24"E 33.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 22; THENCE N00°11'36"E ALONG SAID EAST RIGHT OF WAY LINE OF 2000 WEST STREET 343.35 FEET TO THE SOUTH LINE OF TRAILSIDE PARK SUBDIVISION PHASE 1; THENCE ALONG SAID SOUTH LINE THE FOLLOWING THREE (3) COURSES: (1)S89°48'24"E 292.88 FEET; (2)S00°11'36"W 25.70 FEET; AND (3)S89°48'24"E 226.95 FEET TO THE WEST LINE OF TRAILSIDE PARK SUBDIVISION PHASE 2 2ND AMENDMENT; THENCE ALONG SAID WEST LINE THE FOLLOWING SEVEN (7) COURSES: (1)S00°09'26"W 293.82 FEET; (2)S89°48'24"E 92.26 FEET; (3)S00°09'26"W 46.23 FEET; (4)S89°48'24"E 105.84 FEET; (5)S11°21'46"E 52.10 FEET; (6)S15°35'46"E 43.67 FEET; AND (7)S43°05'44"E 112.43 FEET; THENCE S00°11'36"W 2.69 FEET; THENCE N89°48'24"W 415.25 FEET; THENCE N00°11'36"E 200.00 FEET; THENCE N89°48'24"W 402.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 241,881 SQUARE FEET OR 5.553 ACRES

SURVEYOR'S CERTIFICATE

I, **ROBERT D. KUNZ**, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF TRAILSIDE PARK SUBDIVISION PHASE 3 IN SYRACUSE CITY, DAVIS COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE DAVIS COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND; I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF SYRACUSE CITY, DAVIS COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20____.

150228

UTAH LICENSE NUMBER

ROBERT D. KUNZ



OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT TRAILSIDE PARK SUBDIVISION PHASE 3, AND DO HEREBY DEDICATE TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES AND ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PUBLIC UTILITY, STORM WATER DETENTION PONDS DRAINAGE EASEMENTS AND CANAL MAINTENANCE EASEMENT, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, STORM DRAINAGE FACILITIES, IRRIGATION CANALS OR FOR THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERRECTED WITHIN SUCH EASEMENTS.

SIGNED THIS _____ DAY OF _____, 20____.

ACKNOWLEDGMENT

STATE OF UTAH) ss.
COUNTY OF _____)

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ AND _____ OF SAID CORP. AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORP. FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES _____

NOTARY PUBLIC

ROCKY MOUNTAIN POWER

APPROVED THIS _____ DAY OF _____, 20____,
BY ROCKY MOUNTAIN POWER.

ROCKY MOUNTAIN POWER

QUESTAR

APPROVED THIS _____ DAY OF _____, 20____,
BY QUESTAR.

QUESTAR

CENTURYLINK

APPROVED THIS _____ DAY OF _____, 20____,
BY CENTURYLINK.

CENTURYLINK

SYRACUSE CITY PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____,
20____, BY THE SYRACUSE CITY PLANNING COMMISSION.

CHAIRMAN, SYRACUSE CITY PLANNING COMMISSION

SYRACUSE CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

SYRACUSE CITY ENGINEER DATE

SYRACUSE CITY COUNCIL

PRESENTED TO THE SYRACUSE CITY COUNCIL THIS THE _____ DAY OF _____, 20____, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

SYRACUSE CITY MAYOR ATTEST: _____ CITY RECORDER

PROJECT INFORMATION

Surveyor: **R. KUNZ** Project Name: **TRAILSIDE PARK PHASE 3**
Designer: **N. ANDERSON** Number: **5061-33**
Begin Date: **1-24-12** Scale: **1"=50'**
Revision: _____ Page: **1 OF 2**

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
AND RECORDED, _____ AT _____ IN BOOK _____ OF THE OFFICIAL RECORDS, PAGE _____

RECORDED FOR:

DAVIS COUNTY RECORDER

_____, DEPUTY.



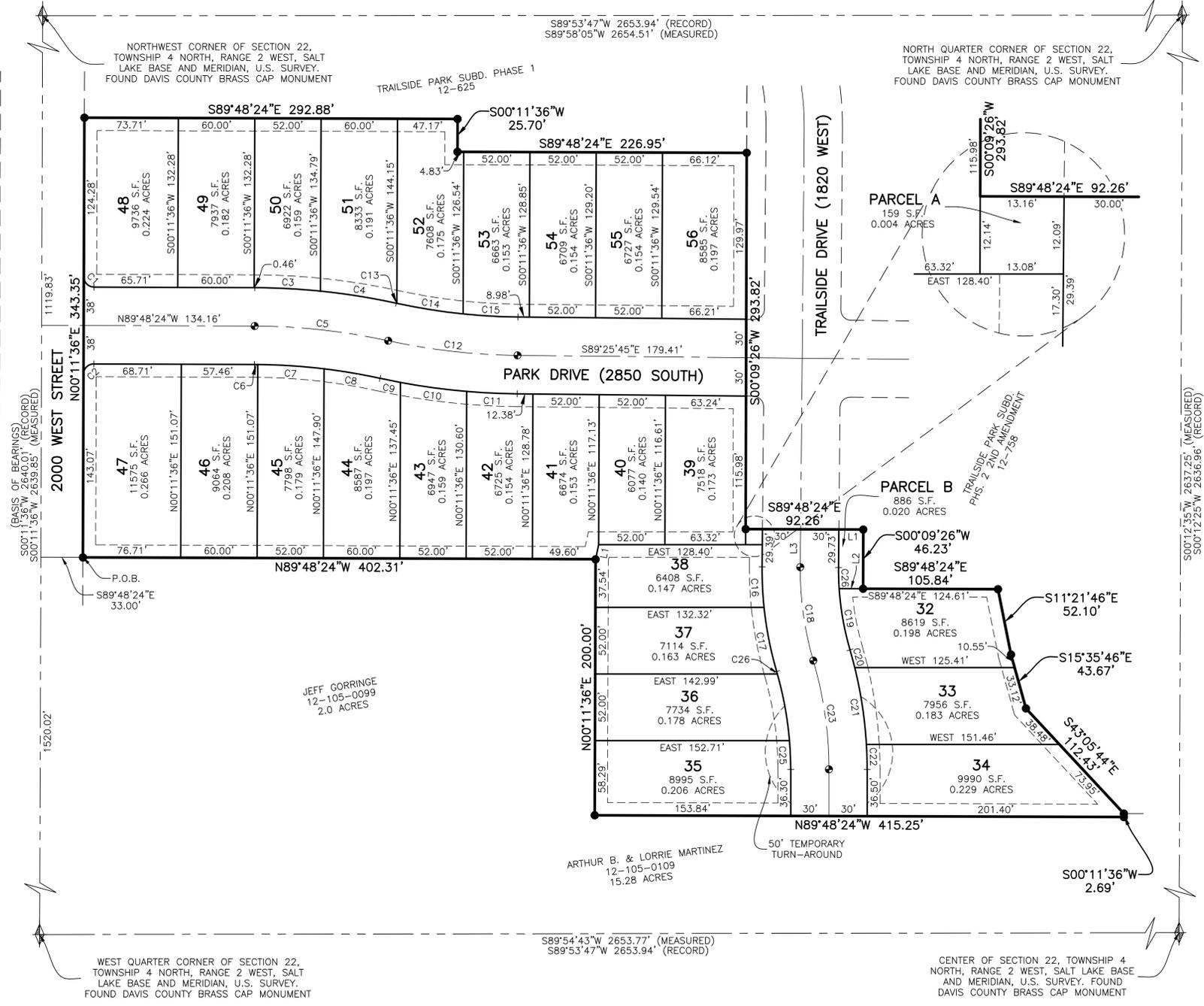
Reeve & Associates, Inc.

180 CHAMBERS STREET, SUITE 14, OGDEN, UT 84403
TEL: (801) 621-3700 FAX: (801) 621-0566 WWW.REEVE-ASSOCIATES.COM

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TRAILSIDE PARK SUBDIVISION PHASE 3

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
SYRACUSE CITY, DAVIS COUNTY, UTAH
SEPTEMBER, 2012



LEGEND

- = FOUND SECTION CORNER
-
-
-
-
-
-
-
-
-

Scale: 1" = 50'

PROJECT INFORMATION

Surveyor: R. KUNZ
Designer: N. ANDERSON
Begin Date: 1-24-12

Project Name: TRAILSIDE PARK PHASE 3
Number: 5061-33
Scale: 1"=50'
Revision: _____
Page: 2 OF 2

200 CHAMBERS STREET, SUITE 14, OGDEN, UT 84403
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DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
AND RECORDED, FILED FOR RECORD _____ AT _____ IN BOOK _____ OF _____ THE OFFICIAL RECORDS, PAGE _____
RECORDED FOR: _____
DAVIS COUNTY RECORDER _____ DEPUTY, _____

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Project Narrative/Notes/Revisions

- 1) 9/13/12 RH - COMPLETED DESIGN FOR CITY REVIEW.
- 2) 9/27/12 RH - REVISED PLANS PER CITY COMMENTS, DATED SEPT. 20, 2012.

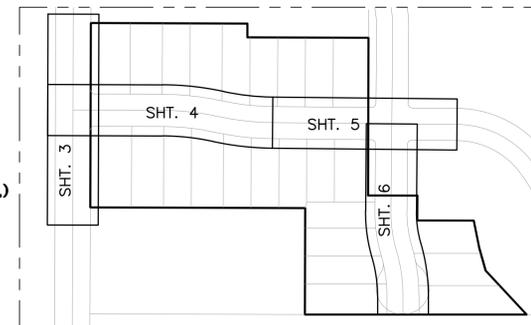
TRAILSIDE PARK SUBDIVISION

Phase-3 Improvement Plans

SYRACUSE CITY, DAVIS COUNTY, UTAH
SEPTEMBER, 2012



Vicinity Map
NOT TO SCALE



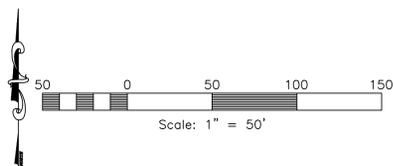
Sheet Index Key Map
NOT TO SCALE

General Notes

1. CONSTRUCTION STAKING TO BE PROVIDED BY REEVE & ASSOCIATES, INC.
2. ANY MODIFICATION TO THIS CONSTRUCTION PACKAGE OR TO THE CONSTRUCTION SCHEDULE SHALL BE APPROVED BY THE ENGINEER. PRIOR TO SAID APPROVAL, ALL IMPROVEMENT DRAWINGS SHALL BE RESUBMITTED AND APPROVED BY THE ENGINEER.
3. THE CONTRACTOR SHALL LOCATE, RETAIN AND PROTECT ALL EXISTING UTILITIES UNLESS OTHERWISE DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE.
4. THE CONTRACTOR SHALL MAINTAIN 10 FOOT HORIZONTAL AND 18 INCH VERTICAL SEPARATION; CULINARY WATER LINES, SANITARY SEWER, AND STORM DRAIN LINES.
5. THE CONTRACTOR SHALL INSTALL ALL SANITARY SEWER MAINS, SERVICE LINES AND STORM DRAIN LINES PRIOR TO INSTALLING ANY WATER SYSTEM IMPROVEMENTS. ADJUST WATER MAINS FROM 4'-6" TO 6'-6" OF COVER AS REQUIRED TO AVOID SANITARY SEWER SERVICE LINES.
6. SIDEWALKS SHALL BE FOUR INCHES THICK, UNLESS FRONTING DRIVEWAY, THEN SIX INCHES THICK.
7. CONTRACTOR SHALL NOTIFY CITY OF ALL UTILITY CONFLICTS UPON DISCOVERY.
8. CONTRACTOR SHALL COORDINATE CONSTRUCTION AND INSTALLATION OF ELECTRICAL, TELEPHONE, NATURAL GAS AND CABLE TV SERVICES WITH THE RESPECTIVE UTILITY COMPANY. OWNER SHALL PAY ALL ASSOCIATED UTILITY COMPANY FEES.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER SLOPE AND CONSTRUCTION OF CONNECTING SEWER PIPING.
10. CONTRACTOR SHALL BE RESPONSIBLE OF PROPER BACKFILLING, COMPACTING, AND PAVEMENT RESTORATION.
11. CONTRACTOR TO OBTAIN ALL NECESSARY PERMIT(S) AND COMPLY WITH ALL PERMITTING REQUIREMENTS.
12. ALL THRUST BLOCKS SHALL BE POURED IN PLACE AGAINST UNDISTURBED SOIL. ALL VALVES, FITTINGS, AND APPURTENANCES TO BE BLOCKED.
13. ALL EXPOSED NUTS AND BOLTS WILL BE COATED WITH A NON-OXIDE WASH AND WRAPPED IN 8-MIL POLYETHYLENE.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENTS STANDARDS. WET DOWN DRY MATERIALS AND RUBBISH TO PREVENT BLOWING.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT SURFACE IMPROVEMENTS DURING CONSTRUCTION.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY SETTLEMENT OF OR DAMAGE TO EXISTING UTILITIES.
17. ALL EXISTING ASPHALT SHALL BE SAW CUT IN NEAT STRAIGHT LINES BY THE CONTRACTOR PRIOR TO EXCAVATION.
18. CONTRACTOR TO INSTALL MAGNETIC LOCATING TAPE AND TRACER WIRE CONTINUOUSLY OVER ALL PVC PIPING.
19. THE CONTRACTOR IS RESPONSIBLE TO FURNISH ALL MATERIALS TO COMPLETE PROJECT.
20. TRAFFIC CONTROL IS TO CONFORM TO THE CURRENT CITY AND/OR STATE TRANSPORTATION ENGINEERS' MANUAL.
21. A UPDES GENERAL CONSTRUCTION STORM WATER PERMIT MUST BE OBTAINED PRIOR TO COMMENCING CONSTRUCTION.
22. ALL WORK SHALL CONFORM TO THE SYRACUSE CITY ENGINEERING STANDARDS & SPECIFICATIONS.
23. CONTRACTOR SHALL NOTIFY CITY PRIOR TO POURING ANY ADA RAMPS TO ASSURE PROPER COMPLIANCE.
24. WATERLINE LOOPS WILL REQUIRE RESTRAINED JOINT FITTINGS AND CONCRETE THRUST BLOCKS.
25. ALL UTILITIES ARE TO BE INSTALLED PER SYRACUSE CITY STANDARDS.

Sheet Index

- Sheet 1 - Cover/Index Sheet
- Sheet 2 - Street Cross-Sections/ Legend/Notes
- Sheet 3 - 2000 West Street
- Sheet 4 - Park Drive (2850 S.)
- Sheet 5 - Park Drive (2850 S.)
- Sheet 6 - Trailside Drive (1820 W.)
- Sheet 7 - Grading Plan
- Sheet 8 - Storm Water Pollution Prevention Plan
- Sheet 9 - Storm Water Pollution Prevention Plan
- Sheet 10 - Landscape Plan

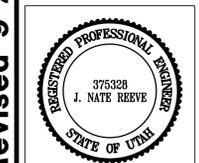


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REVISIONS	DATE	DESCRIPTION

**Trailside Park Subdivision
Phase-3
Cover/Index Sheet**

SYRACUSE CITY, DAVIS COUNTY, UTAH



Project Info.

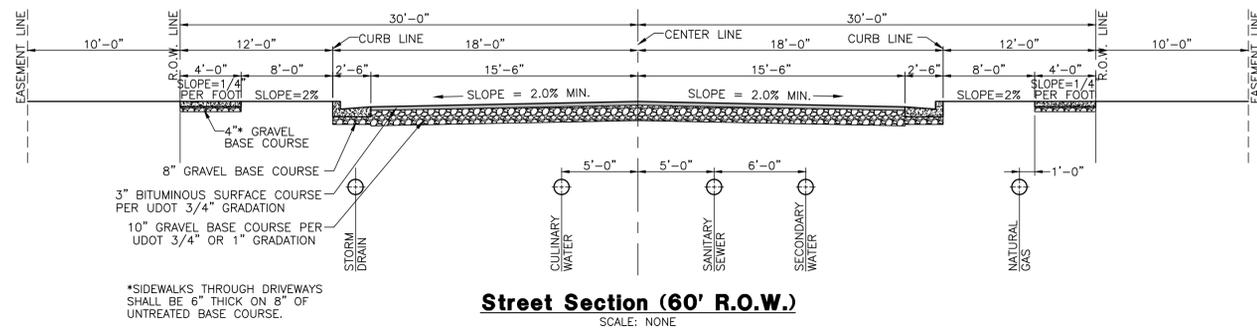
Engineer: J. NATE REEVE, P.E.
 Drafter: R. HANSEN
 Begin Date: SEPTEMBER 7, 2012
 Name: TRAILSIDE PARK SUBDIVISION PHASE-3
 Number: 5061-33

Sheet	10
1	Sheets

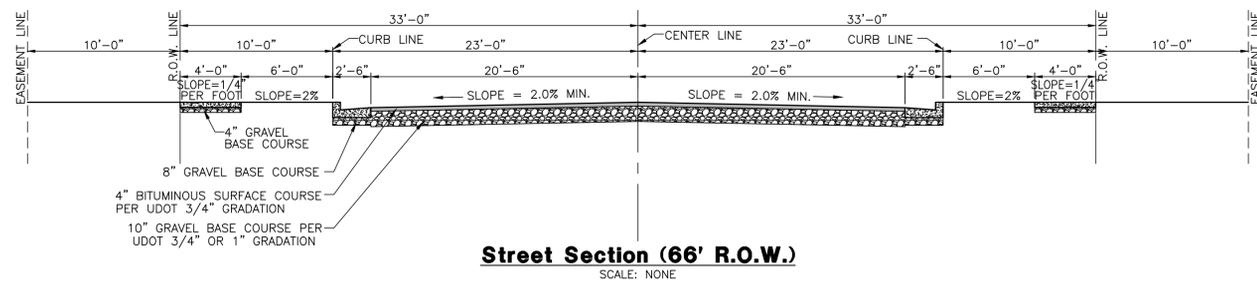
Engineer's Notice To Contractors
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY OTHERS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN, AND ANY OTHER LINES OBTAINED BY THE CONTRACTOR'S RESEARCH, AND OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

Contact:
Brad Frost
Ovation Homes
893 N. Marshall Way, #A
Layton City, Ut. 84041
PH: (801) 564-3898

Blue Stakes Location Center
**Call: Toll Free
1-800-662-4111**
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*SIDEWALKS THROUGH DRIVEWAYS SHALL BE 6" THICK ON 8" OF UNTREATED BASE COURSE.



Master Legend

—W— = PROPOSED CULINARY WATER LINE	□ = EXISTING CATCH BASIN	L.F. = LINEAR FEET
—EX.W— = EXISTING CULINARY WATER LINE	⊕ = EXISTING SPRINKLER	NG = NATURAL GRADE
—SS— = PROPOSED SANITARY SEWER LINE	⊕ = PLUG W/ 2" BLOW-OFF	O.C. = ON CENTER
—EX.SS— = EXISTING SANITARY SEWER LINE	⊕ = AIR-VAC ASSEMBLY	PC = POINT OF CURVE
—SD— = PROPOSED STORM DRAIN LINE	▼ = PROPOSED REDUCER	PRC = POINT OF REVERSE CURVE
—EX.SD— = EXISTING STORM DRAIN LINE	⬇ = PLUG & BLOCK	PRVC = POINT OF REVERSE VERTICAL CURVE
—LD— = PROPOSED LAND DRAIN LINE	⊕ = STREET LIGHT	PT = POINT OF TANGENT
—EX.LD— = EXISTING LAND DRAIN LINE	⊕ = SIGN	PP = POWER/UTILITY POLE
—SW— = PROPOSED SECONDARY WATER LINE	BLDG = BUILDING	P.U.E. = PUBLIC UTILITY EASEMENT
—EX.SW— = EXISTING SECONDARY WATER LINE	BVC = BEGIN VERTICAL CURVE	R/C = REBAR & CAP
—IRR— = PROPOSED IRRIGATION LINE	C&G = CURB & GUTTER	RCB = REINFORCED CONCRETE BOX
—EX.IRR— = EXISTING IRRIGATION LINE	CB = CATCH BASIN	RCP = REINFORCED CONCRETE PIPE
—OHP— = EXISTING OVERHEAD POWER LINE	C.F. = CUBIC FEET	RIM = RIM OF MANHOLE
—TEL— = EXISTING TELEPHONE LINE	C.F.S. = CUBIC FEET PER SECOND	R.O.W. = RIGHT-OF-WAY
—GAS— = EXISTING NATURAL GAS LINE	CL = CENTERLINE	SD = STORM DRAIN
— = EXISTING EDGE OF PAVEMENT	DI = DUCTILE IRON	SS = SANITARY SEWER
× — × — × = FENCE LINE	EP = EDGE OF PAVEMENT	SW = SECONDARY WATER
— ■ — ■ — = MASONRY BLOCK/RETAINING WALL	EVC = END VERTICAL CURVE	TBC = TOP BACK OF CURB
— · · — = DITCH/SWALE FLOWLINE	FC = FENCE CORNER	TOE = TOE OF SLOPE
▼ = PROPOSED FIRE HYDRANT	FF = FINISH FLOOR	TOP = TOP OF SLOPE
○ = EXISTING FIRE HYDRANT	FFE = FINISH FLOOR ELEVATION	TOW = TOP OF WALL
⊕ = PROPOSED MANHOLE	FG = FINISHED GRADE	TSW = TOP OF SIDEWALK
○ = EXISTING MANHOLE	FH = FIRE HYDRANT	VPI = VERTICAL POINT OF INTERSECT.
• = PROPOSED SEWER CLEAN-OUT	FL = FLOW LINE	W = CULINARY WATER
⊕ = PROPOSED GATE VALVE	GB = GRADE BREAK	WM = WATER METER
⊕ = EXISTING GATE VALVE	HDPE = HIGH DENSITY POLYETHYLENE PIPE	■ = NEW PAVEMENT
⊕ = PROPOSED WATER METER	INV = INVERT	■ = NEW CONCRETE
⊕ = EXISTING WATER METER	IRR = IRRIGATION	
■ = PROPOSED CATCH BASIN	LD = LAND DRAIN	

General Notes

1. ALL CONSTRUCTION ON THIS PROJECT SHALL CONFORM TO THE DEVELOPMENT STANDARDS OF SYRACUSE CITY AND THE DETAIL DRAWINGS CONTAINED THEREIN. SYRACUSE CITY PUBLIC WORKS REQUIREMENTS SHALL BE MET.
2. THE LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY AND THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.
3. ELEVATIONS SHOWN AT THE CURB LINE ARE TOP OF CURB ELEVATIONS.
4. THE STREET STRUCTURAL CROSS SECTION IS PER THE DETAILS CONTAINED WITHIN THESE PLANS.
5. WATER LINE PIPE SHALL BE PVC C-900 CLASS 200. WASHOUT ASSEMBLIES SHALL CONSIST OF A KUPFERLE FOUNDRY CO. 2" BLOW-OFF HYDRANT (OR CITY-APPROVED EQUIV.) PLACED IN A BOX LOCATED IN THE PARK STRIP. WATER LINES SHALL BE ADJUSTED IN DEPTH AND GATE VALVES IN LOCATION SO AS NOT TO INTERFERE WITH STORM DRAIN CROSSINGS.
6. SANITARY SEWER LATERALS SHALL BE GREEN.
7. ALL UTILITIES SHALL BE INSTALLED PER SYRACUSE CITY STANDARDS.

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REVISIONS	DATE	DESCRIPTION
	9-27-12	RH City Comments

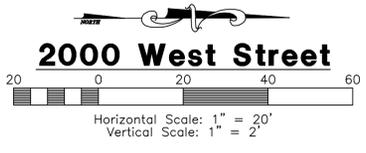
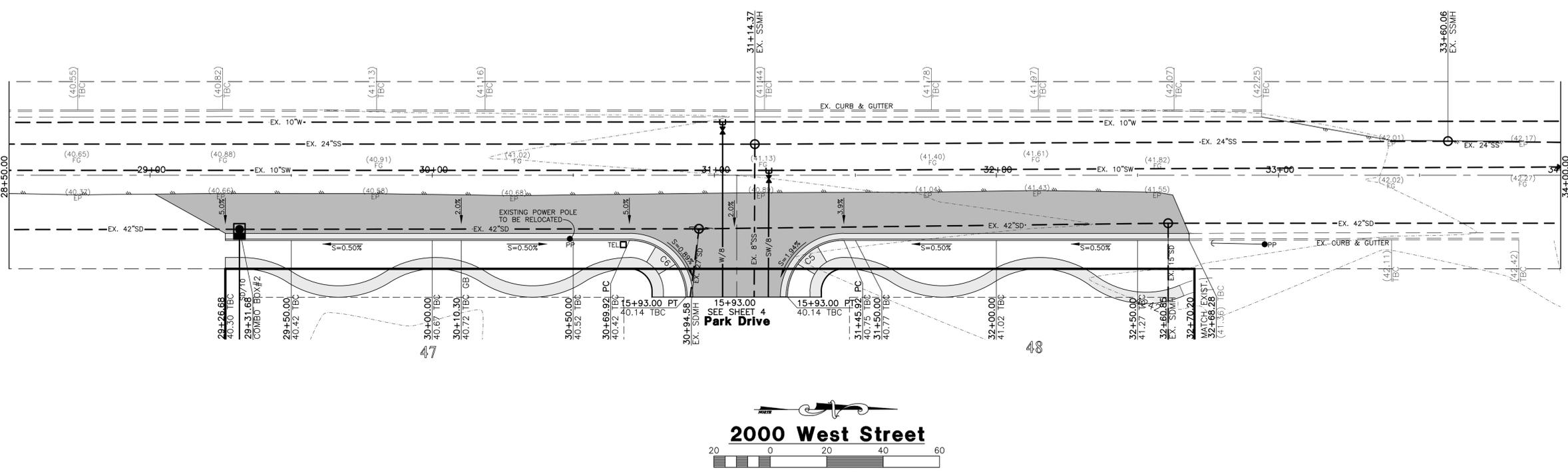
Trailside Park Subdivision Phase-3
SYRACUSE CITY, DAVIS COUNTY, UTAH
Street Cross-Sections/ Master Legend/Notes



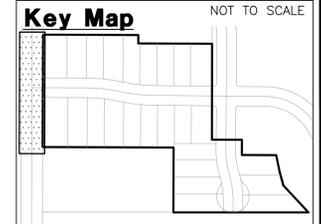
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Engineer: J. NATE REEVE, P.E.
 Drafter: R. HANSEN
 Begin Date: SEPTEMBER 7, 2012
 Name: TRAILSIDE PARK SUBDIVISION PHASE-3
 Number: 5061-33

Sheet	10
2	Sheets



#	Delta	Radius	Length	Tangent	Chord	CH Length
C5	90°00'00"	20.00'	31.42'	20.00'	S44°48'24"E	28.28'
C6	90°00'00"	20.00'	31.42'	20.00'	S45°11'36"W	28.28'

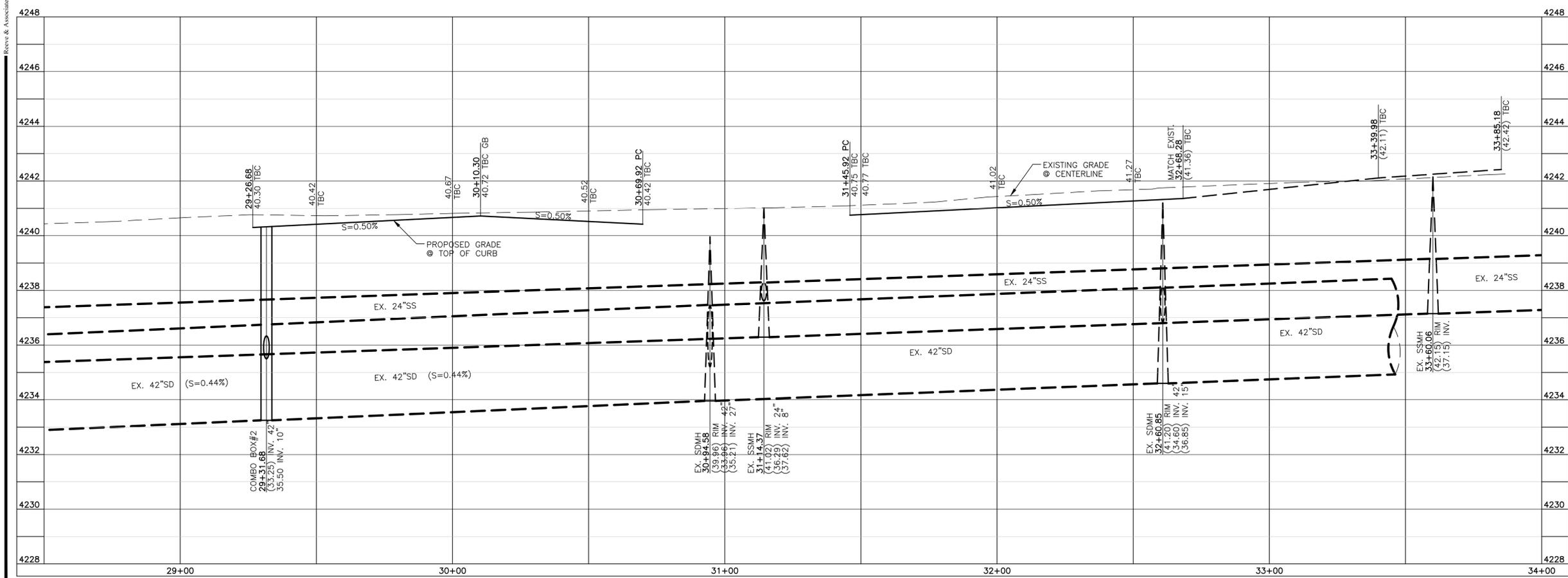


- Construction Notes:**
- ALL CONSTRUCTION IS TO CONFORM TO THE STANDARD DRAWINGS AND SPECIFICATIONS OF SYRACUSE CITY.
 - CONSTRUCT HANDICAP RAMP PER ADA AND CITY REQUIREMENTS.
- CULINARY WATER**
W/8 - 8" PVC C-900 CLASS 200 WATER
- SANITARY SEWER**
SS/8 - 8" PVC SDR-35 SEWER LINE
- STORM DRAIN**
SD/6 - 6" HDPE STORM DRAIN
SD/8 - 8" HDPE STORM DRAIN
SD/10 - 10" HDPE STORM DRAIN
SD/15 - 15" RCP STORM DRAIN
SD/18 - 18" RCP STORM DRAIN
- SECONDARY WATER**
SW/8 - 8" PVC C-900 SECONDARY WATER LINE

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REVISIONS	DATE	DESCRIPTION
1	9-27-12	RH City Comments



Revised 9-27-12

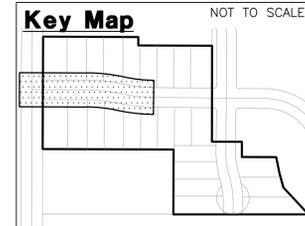
Trailside Park Subdivision Phase-3
SYRACUSE CITY, DAVIS COUNTY, UTAH
2000 West Street
28+50.00 - 34+00.00



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Drafted: R. HANSEN
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Sheet **10**
3 Sheets

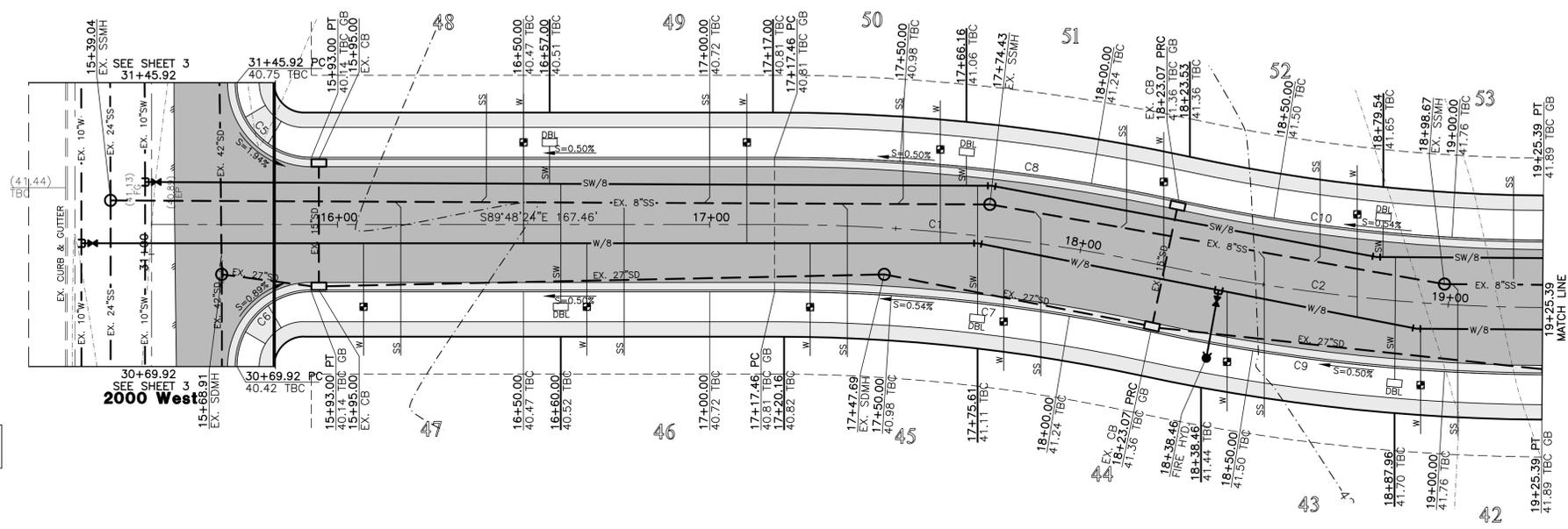


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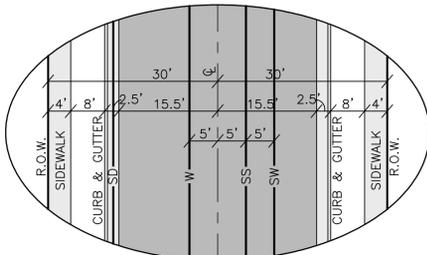
Construction Notes:

- ALL CONSTRUCTION IS TO CONFORM TO THE STANDARD DRAWINGS AND SPECIFICATIONS OF SYRACUSE CITY.
 - CONSTRUCT HANDICAP RAMP PER ADA AND CITY REQUIREMENTS.
- CULINARY WATER**
W/8 - 8" PVC C-900 CLASS 200 WATER
- SANITARY SEWER**
SS/8 - 8" PVC SDR-35 SEWER LINE
- STORM DRAIN**
SD/6 - 6" HDPE STORM DRAIN
SD/8 - 8" HDPE STORM DRAIN
SD/10 - 10" HDPE STORM DRAIN
SD/15 - 15" RCP STORM DRAIN
SD/18 - 18" RCP STORM DRAIN
- SECONDARY WATER**
SW/8 - 8" PVC C-900 SECONDARY WATER LINE

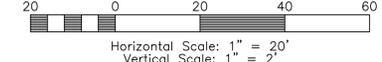
REVISIONS	DATE	DESCRIPTION
	9-27-12	RH City Comments



NOTE:
CONTRACTOR TO MAINTAIN 4" MINIMUM COVER OVER CULINARY WATER LINE.



Park Drive (2850 South)

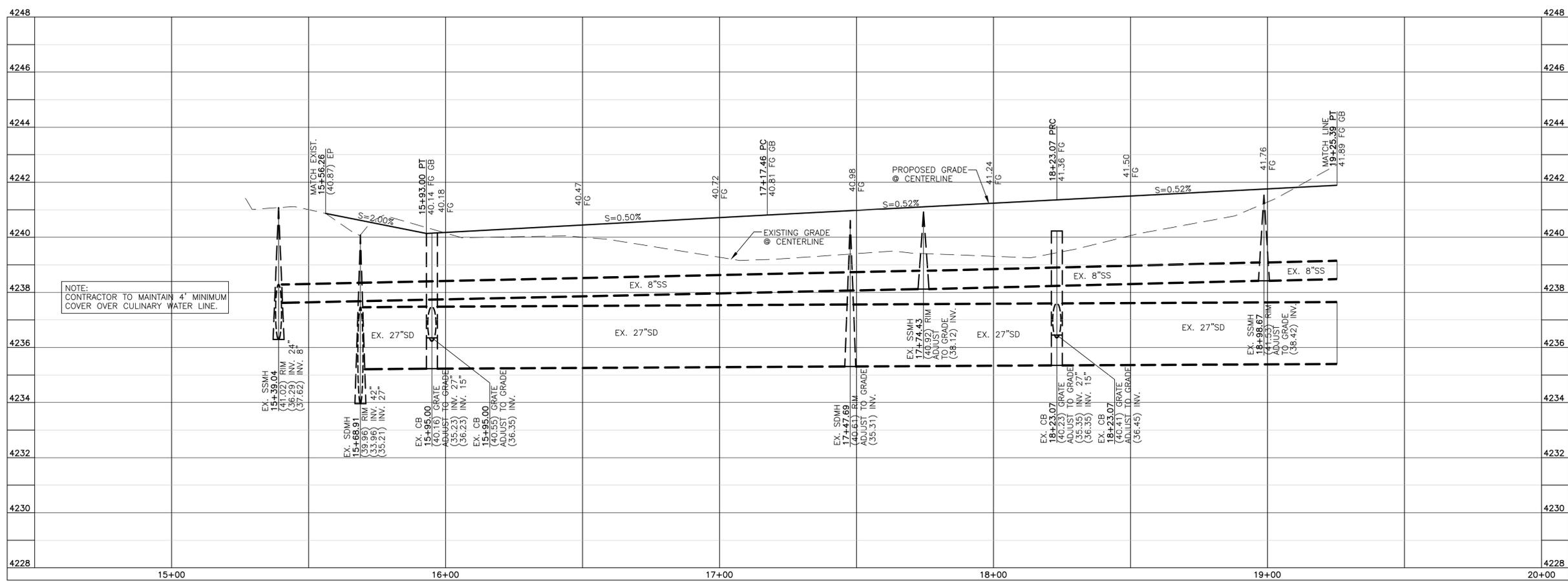


Centerline Curve Data

#	Delta	Radius	Length	Tangent	Chord	CH Length
C1	12°06'09"	500.00'	105.61'	53.00'	S83°45'20"E	105.42'
C2	11°43'30"	500.00'	102.32'	51.34'	S83°34'00"E	102.14'

TBC Curve Data

#	Delta	Radius	Length	Tangent	Chord	CH Length
C5	90°00'00"	20.00'	31.42'	20.00'	S44°48'24"E	28.28'
C6	90°00'00"	20.00'	31.42'	20.00'	S45°11'36"W	28.28'
C7	12°06'09"	482.00'	101.81'	51.10'	N83°45'20"W	101.62'
C8	12°06'09"	518.00'	109.42'	54.91'	N83°45'20"W	109.21'
C9	11°43'30"	518.00'	106.00'	53.19'	S83°34'00"E	105.82'
C10	11°43'30"	482.00'	98.64'	49.49'	S83°34'00"E	98.46'



NOTE:
CONTRACTOR TO MAINTAIN 4" MINIMUM COVER OVER CULINARY WATER LINE.

Blue Stakes Location Center
Call: Toll Free 1-800-662-4111
Two Working Days Before You Dig

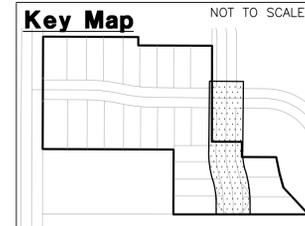
Revised 9-27-12

Trailside Park Subdivision Phase-3
SYRACUSE CITY, DAVIS COUNTY, UTAH
Park Drive (2850 South)
15+00.00 - 19+25.39



Project Info.
Engineer: J. NATE REEVE, P.E.
Drafted: R. HANSEN
Begin Date: SEPTEMBER 7, 2012
Name: TRAILSIDE PARK SUBDIVISION PHASE-3
Number: 5061-33

Sheet **10**
4 Sheets



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 TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
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Construction Notes:

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CULINARY WATER

W/8 - 8" PVC C-900 CLASS 200 WATER

SANITARY SEWER

SS/8 - 8" PVC SDR-35 SEWER LINE

STORM DRAIN

SD/6 - 6" HDPE STORM DRAIN

SD/8 - 8" HDPE STORM DRAIN

SD/10 - 10" HDPE STORM DRAIN

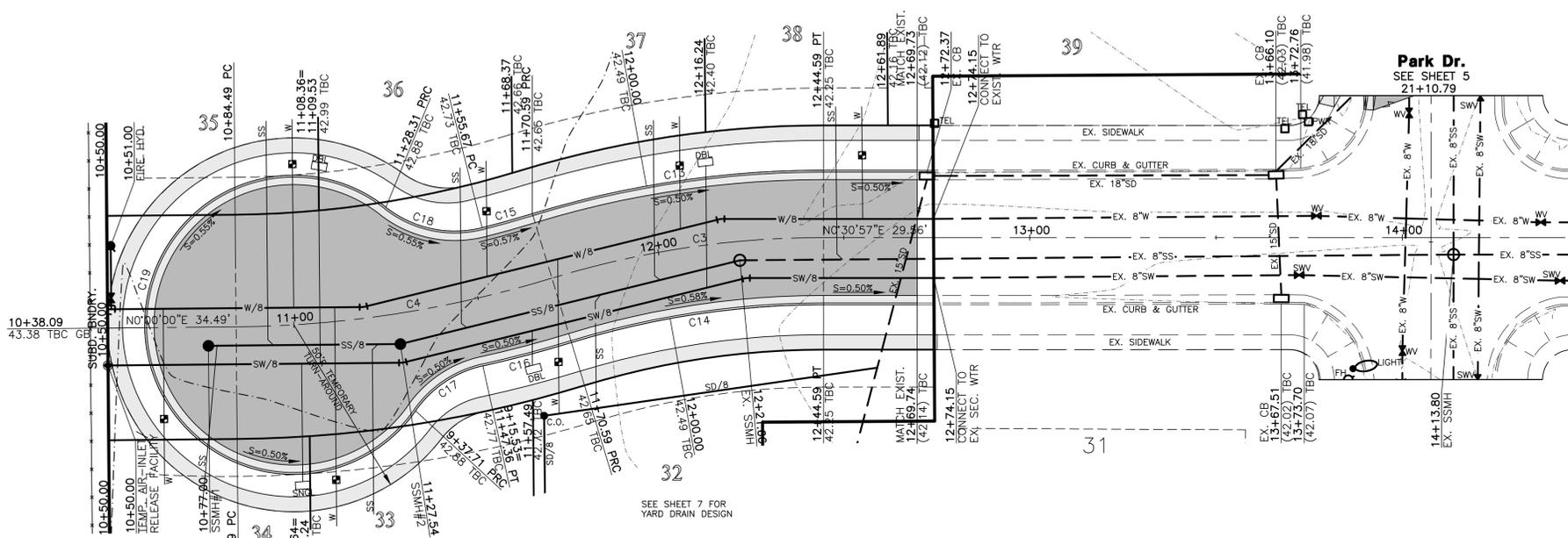
SD/15 - 15" RCP STORM DRAIN

SD/18 - 18" RCP STORM DRAIN

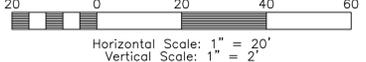
SECONDARY WATER

SW/8 - 8" PVC C-900 SECONDARY WATER LINE

REVISIONS	DATE	DESCRIPTION
	9-27-12	RH City Comments

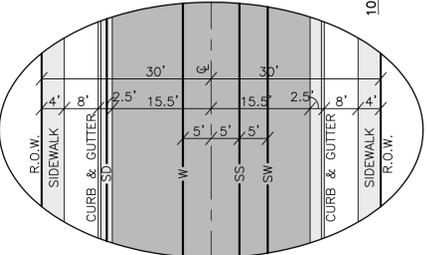


Trailside Drive (1820 West)



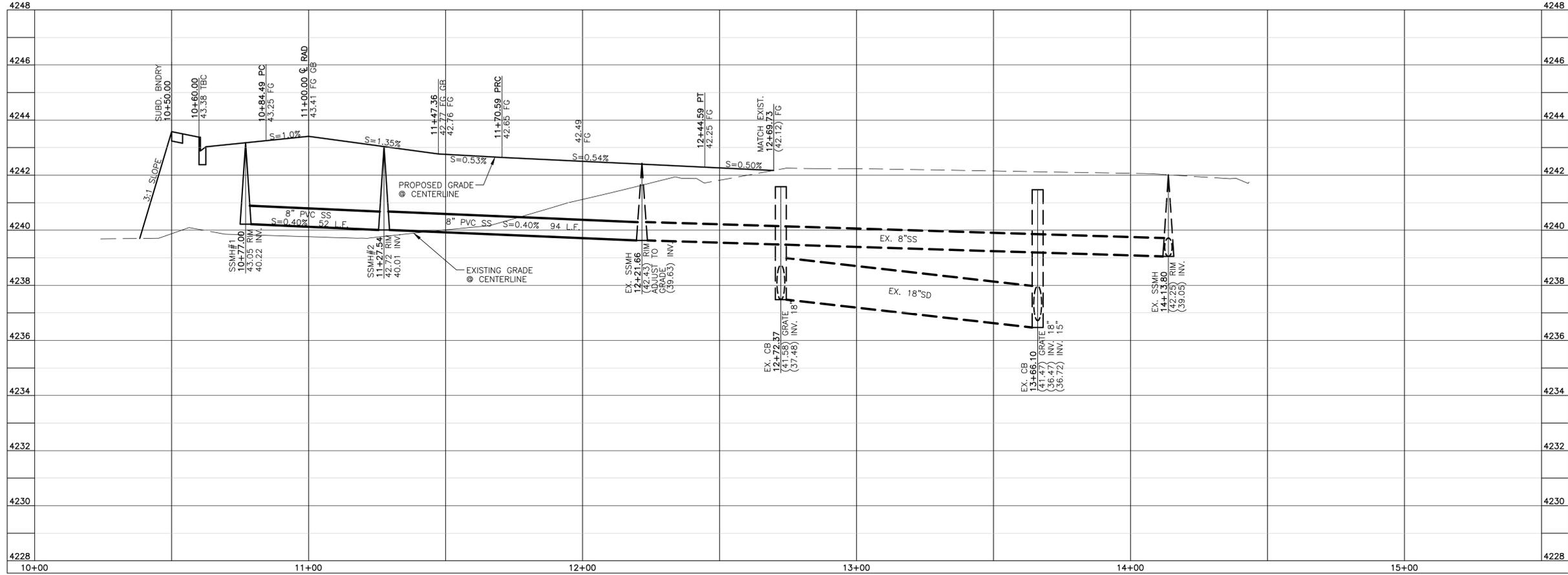
#	Delta	Radius	Length	Tangent	Chord	CH Length
C3	16°57'36"	250.00'	74.00'	37.27'	N7°57'51"W	73.73'
C4	16°26'39"	300.00'	86.10'	43.35'	N8°13'19"W	85.81'

#	Delta	Radius	Length	Tangent	Chord	CH Length
C13	16°57'36"	268.00'	79.33'	39.96'	S7°57'51"E	79.04'
C14	16°57'36"	232.00'	68.67'	34.59'	S7°57'51"E	68.42'
C15	2°50'56"	282.00'	14.02'	7.01'	N15°01'11"W	14.02'
C16	4°26'14"	318.00'	24.63'	12.32'	N14°13'32"W	24.62'
C17	42°21'14"	30.00'	22.18'	11.62'	S33°11'02"E	21.67'
C18	52°15'22"	30.00'	27.36'	14.72'	N12°31'58"E	26.42'
C19	129°14'07"	40.00'	90.22'	84.31'	S25°57'24"E	72.28'



Street Dimensions

LOOKING UP-STATION



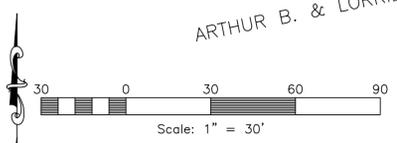
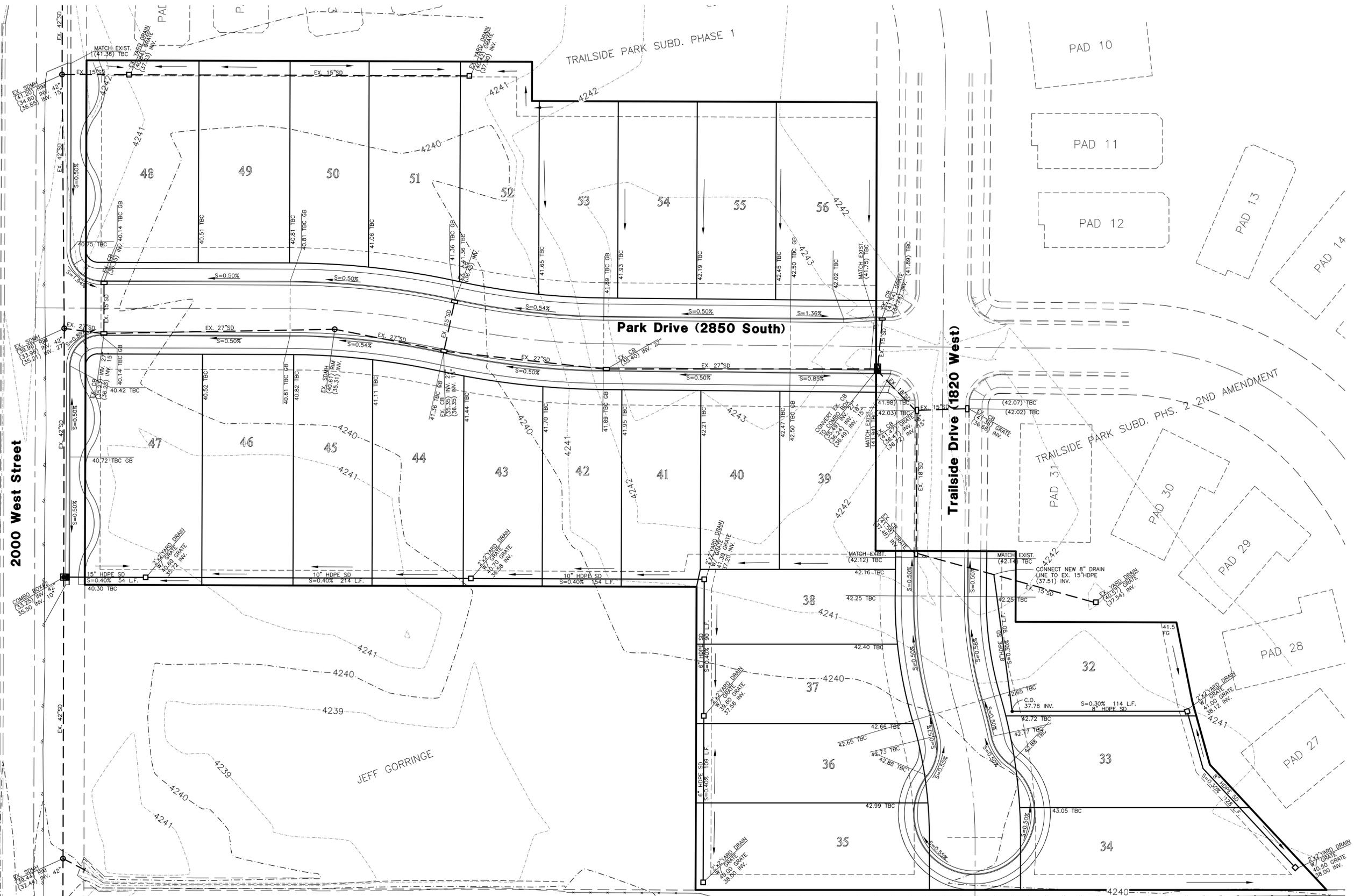
Revised 9-27-12

Trailside Park Subdivision
Phase-3
 SYRACUSE CITY, DAVIS COUNTY, UTAH
Trailside Drive (1820 West)
10+00.00 - 14+50.00



Project Info.
 Engineer: J. NATE REEVE, P.E.
 Drafter: R. HANSEN
 Begin Date: SEPTEMBER 7, 2012
 Name: TRAILSIDE PARK SUBDIVISION PHASE-3
 Number: 5061-33

Blue Stakes Location Center
Call: Toll Free 1-800-662-4111
 Two Working Days Before You Dig



NOTE:
ALL YARD DRAINS TO BE INSTALLED
ARE PRIVATE AND WILL NOT BE
MAINTAINED BY THE CITY.

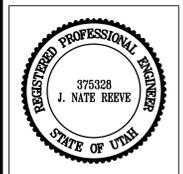
Reeve & Associates, Inc. - Solutions You Can Build On

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REVISIONS	DATE	DESCRIPTION
9-27-12	RH	City Comments

Trailside Park Subdivision Phase-3
 SYRACUSE CITY, DAVIS COUNTY, UTAH

Grading Plan



Project Info.

Engineer:	J. NATE REEVE, P.E.
Drafter:	R. HANSEN
Begin Date:	SEPTEMBER 7, 2012
Name:	TRAILSIDE PARK SUBDIVISION PHASE-3
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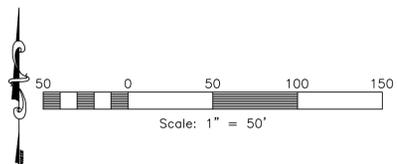
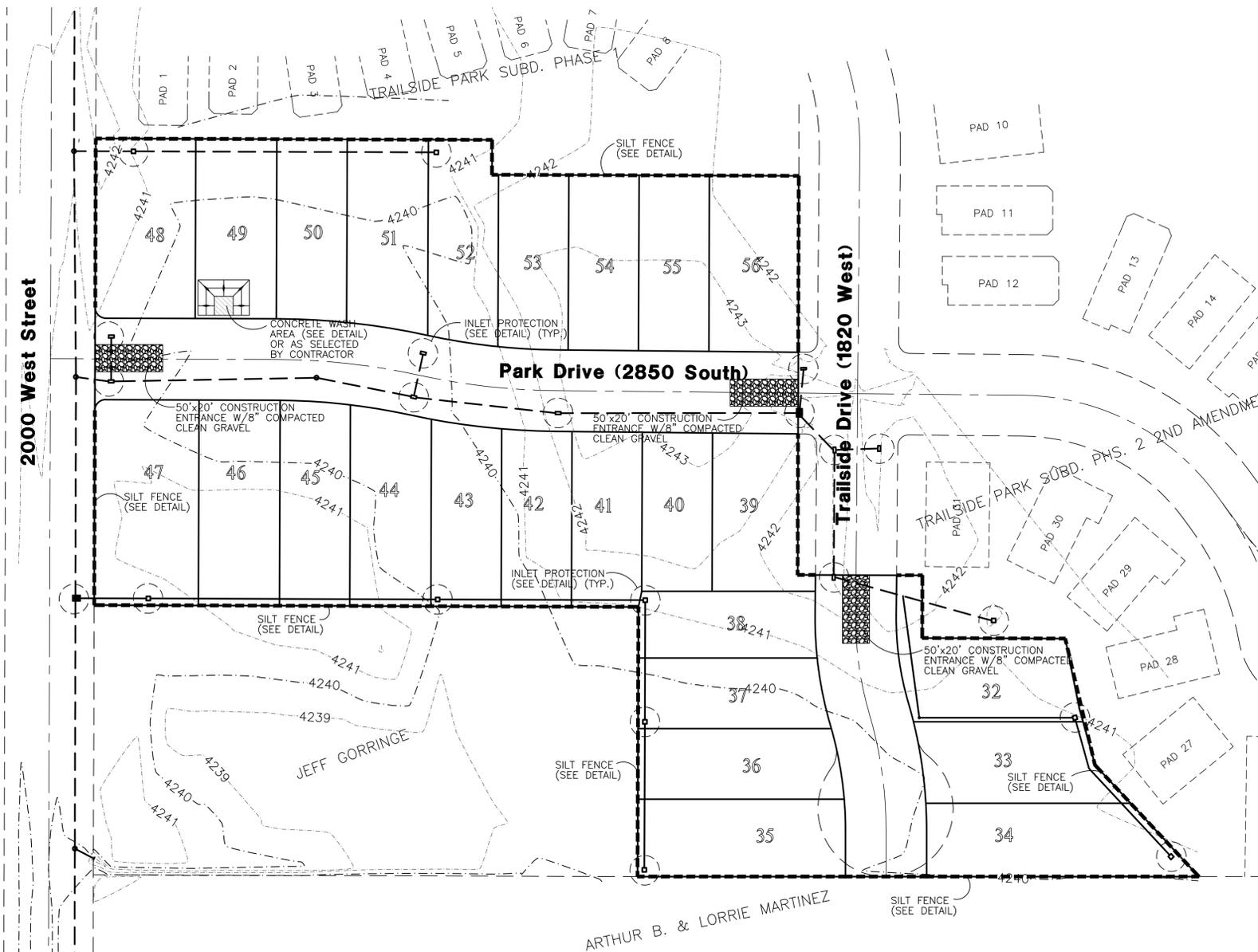
Sheet	10
7	Sheets

TRAILSIDE PARK SUBDIVISION Phase-3 Storm Water Pollution Prevention Plan Exhibit

SYRACUSE CITY, DAVIS COUNTY, UTAH
SEPTEMBER, 2012



Vicinity Map
NOT TO SCALE



Construction Activity Schedule	
- PROJECT LOCATION.....	SYRACUSE CITY, DAVIS COUNTY, UT
- PROJECT BEGINNING DATE.....	SEPTEMBER 2012
- BMP'S DEPLOYMENT DATE.....	SEPTEMBER 2012
- STORM WATER MANAGEMENT CONTACT / INSPECTOR.....	NAME (801) 564-3898
- SPECIFIC CONSTRUCTION SCHEDULE INCLUDING BMP CONSTRUCTION SCHEDULE TO BE INCLUDED WITH SWPPP BY OWNER/DEVELOPER	

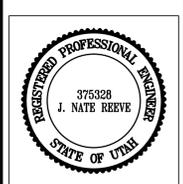
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REVISIONS	DATE	DESCRIPTION
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Revised 9-27-12

**Trailside Park Subdivision
Phase-3
Storm Water Pollution
Prevention Plan Exhibit**

SYRACUSE CITY, DAVIS COUNTY, UTAH

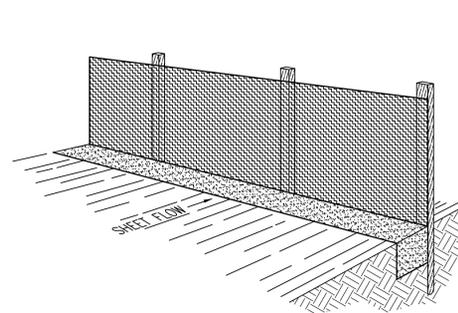


Project Info.	
Engineer:	J. NATE REEVE, P.E.
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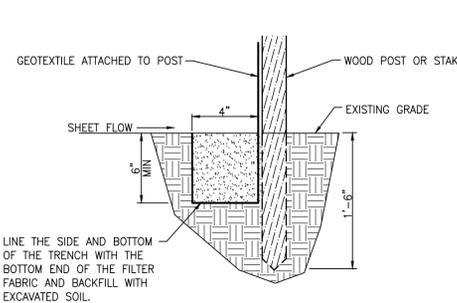
Sheet	10
8	Sheets

Notes:

- Describe all BMP's to protect storm water inlets:
All storm water inlets to be protected by straw wattle barriers, or gravel bags (see detail).
- Describe BMP's to eliminate/reduce contamination of storm water from:
 - Equipment / building / concrete wash areas:
To be performed in designated areas only and surrounded with silt fence barriers.
 - Soil contaminated by soil amendments:
If any contaminants are found or generated, contact environmental engineer and contacts listed.
 - Areas of contaminated soil:
If any contaminants are found or generated, contact environmental engineer and contacts listed.
 - Fueling area:
To be performed in designated areas only and surrounded with silt fence.
 - Vehicle maintenance areas:
To be performed in designated areas only and surrounded with silt fence.
 - Vehicle parking areas:
To be performed in designated areas only and surrounded with silt fence.
 - Equipment storage areas:
To be performed in designated areas only and surrounded with silt fence.
 - Materials storage areas:
To be performed in designated areas only and surrounded with silt fence.
 - Waste containment areas:
To be performed in designated areas only and surrounded with silt fence.
 - Service areas:
To be performed in designated areas only and surrounded with silt fence.
- BMP's for wind erosion:
Stockpiles and site as needed to be watered regularly to eliminate / control wind erosion
- Construction Vehicles and Equipment:
 - Maintenance
 - Maintain all construction equipment to prevent oil or other fluid leaks.
 - Keep vehicles and equipment clean, prevent excessive build-up of oil and grease.
 - Regularly inspect on-site vehicles and equipment for leaks, and repair immediately.
 - Check incoming vehicles and equipment (including delivery trucks, and employee and subcontractor vehicles) for leaking oil and fluids. Do not allow leaking vehicles or equipment on-site.
 - Segregate and recycle wastes, such as greases, used oil or oil filters, antifreeze, cleaning solutions, automotive batteries, hydraulic, and transmission fluids.
 - Fueling
 - If fueling must occur on-site, use designated areas away from drainage.
 - Locate on-site fuel storage tanks within a bermed area designed to hold the tank volume.
 - Cover retention area with an impervious material and install in a manner to ensure that any spills will be contained in the retention area. To catch spills or leaks when removing or changing fluids.
 - Use drip pans for any oil or fluid changes.
 - Washing
 - Use as little water as possible to avoid installing erosion and sediment controls for the wash area.
 - If washing must occur on-site, use designated, bermed wash areas to prevent waste water discharge into storm water, creeks, rivers, and other water bodies.
 - Use phosphate-free, biodegradable soaps.
 - Do not permit steam cleaning on-site.
- Spill Prevention and Control
 - Minor Spills:
Minor spills are those which are likely to be controlled by on-site personnel. After contacting local emergency response agencies, the following actions should occur upon discovery of a minor spill:
 - Contain the spread of the spill.
 - If the spill occurs on paved or impermeable surfaces, clean up using "dry" methods (i.e. absorbent materials, cat litter, and / or rags).
 - If the spill occurs in dirt areas, immediately contain the spill by constructing an earth dike. Dig up property dispose of contaminated soil.
 - If the spill occurs during rain, cover the impacted area to avoid runoff.
 - Record all steps taken to report and contain spill.
 - Major Spills:
On-site personnel should not attempt to control major spills until the appropriate and qualified emergency response staff have arrived at the site. For spills of federal reportable quantities, also notify the National Response Center at (800) 424-8802. A written report should be sent to all notified authorities. Failure to report major spills can result in significant fines and penalties.
- Post Roadway / Utility Construction
 - Maintain good housekeeping practices.
 - Enclose or cover building material storage areas.
 - Properly store materials such as paints and solvents.
 - Store dry and wet materials under cover, away from drainage areas.
 - Avoid mixing excess amounts of fresh concrete or cement on-site.
 - Perform washout of concrete trucks offsite or in designated areas only.
 - Do not wash out concrete trucks into storm drains, open ditches, streets or streams.
 - Do not place material or debris into streams, gutters or catch basins that stop or reduce the flow of runoff water.
 - All public streets and storm drain facilities shall be maintained free of building materials, mud and debris caused by grading or construction operations. Roads will be swept within 1000' of construction entrance daily, if necessary.
 - Install straw wattle around all inlets contained within the development and all others that receive runoff from the development.
- Erosion Control Plan Notes
 - The contractor will designate an emergency contact that can be reached 24 hours a day 7 days a week.
 - A stand-by crew for emergency work shall be available at all times during potential rain or snow runoff events. Necessary materials shall be available on site and stockpiled at convenient locations to facilitate rapid construction of emergency devices when rain or runoff is eminent.
 - Erosion control devices shown on the plans and approved for the project may not be removed without approval of the engineer of record. If devices are removed, no work may continue that have the potential of erosion without consulting the engineer of record. If deemed necessary erosion control should be reestablished before this work begins.
 - Graded areas adjacent to fill slopes located at the site perimeter must drain away from the top of the slope at the conclusion of each working day. This should be confirmed by survey or other means acceptable to the engineer of record.
 - All silt and debris shall be removed from all devices within 24 hours after each rain or runoff event.
 - Except as otherwise approved by the inspector, all removable protective devices shown shall be in place at the end of each working day and through weekends until removal of the system is approved.
 - All loose soil and debris, which may create a potential hazard to offsite property, shall be removed from the site as directed by the Engineer of record of the governing agency.
 - The placement of additional devices to reduce erosion damage within the site is left to the discretion of the Engineer of record.
 - Desilting basins may not be removed or made inoperable without the approval of the engineer of record and the governing agency.
 - Erosion control devices will be modified as need as the project progresses, and plans of these changes submitted for approval by the engineer of record and the governing agency.
- Conduct a minimum of one inspection of the erosion and sediment controls every two weeks. Maintain documentation on site.
 - Part III.D.4 of general permit UTR300000 identifies the minimum inspection requirements.
 - Part III.D.4.C identifies the minimum inspection report requirements.
 - Failure to complete and/or document storm water inspections is a violation of part III.D.4 of Utah General Permit UTR 300000.



Perspective View



Section

INSTALLATION

The silt fence should be installed prior to major soil disturbances in the drainage area. The fence should be placed across the slope along a line of uniform elevation wherever flow of sediment is anticipated. Table 1 shows generally-recommended maximum slope lengths (slope spacing between fences) at various site grades for most silt fence applications.

TABLE 1: Recommended Maximum Slope Lengths for Silt Fence (Richardson & Middlebrooks, 1991)	
Slope Steepness (%)	Max. Slope Length m (ft)
<2%	30.5m (100ft)
2-5%	22.9m (75ft)
5-10%	15.2m (50ft)
10-20%	7.6m (25ft)
>20%	4.5m (15ft)

PREFABRICATED SILT FENCE ROLLS

- Excavate a minimum 15.2cm x 15.2cm (6"x6") trench at the desired location.
- Unroll the silt fence, positioning the post against the downstream wall of the trench.
- Adjacent rolls of silt fence should be joined by nesting the end post of one fence into the other. Before nesting the end posts, rotate each post until the geotextile is wrapped completely around the post, then abut the end posts to create a tight seal as shown in Figure 1.
- Drive posts into the ground until the required fence height and/or anchorage depth is obtained.
- Bury the loose geotextile at the bottom of the fence in the upstream trench and backfill with natural soil, tamping the backfill to provide good compaction and anchorage. Figure 2 illustrates a typical silt fence installation and anchor trench placement.

- should generally be less than three (3) times the height of the fence.
- If a steel or plastic mesh is required to reinforce the geotextile, it shall have a minimum mesh opening of 15.2cm (6").
- Fasten the mesh to the upslope side of the posts using heavy duty wire staples, tie wires or hog strings. Extend the mesh into the bottom of the trench.
- The geotextile shall then be stapled or wired to the posts. An extra 20-50cm (8-20") of geotextile shall extend into the trench.

INSPECTION

- Inspect the silt fence daily during periods of rainfall, immediately after significant rainfall event and weekly during periods of no rainfall. Make any repairs immediately.
- When sediment deposits behind the silt fence are one-third of the fence height, remove and properly dispose of the silt accumulations. Avoid damage to the fabric during cleanout.

REMOVAL

- Silt fence should not be removed until construction ceases and the upslope area has been properly stabilized and/or revegetated.

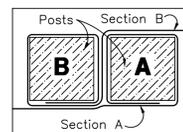
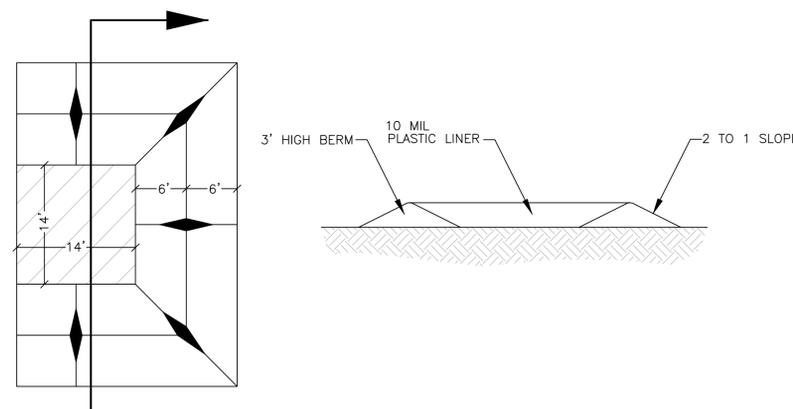


Figure 1:
Top View of
Roll-to-Roll Connection

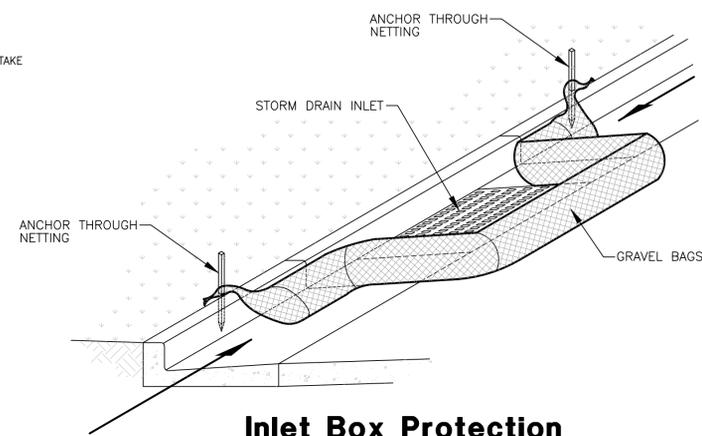
Silt Fence Detail

SCALE: NONE

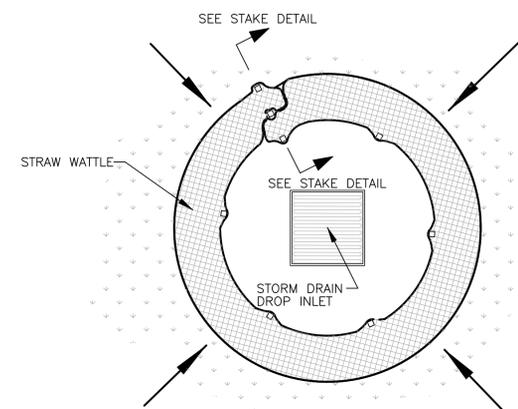


**Concrete Washout Area
w/ 10 mil Plastic Liner**

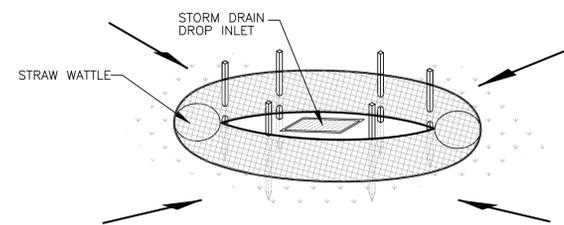
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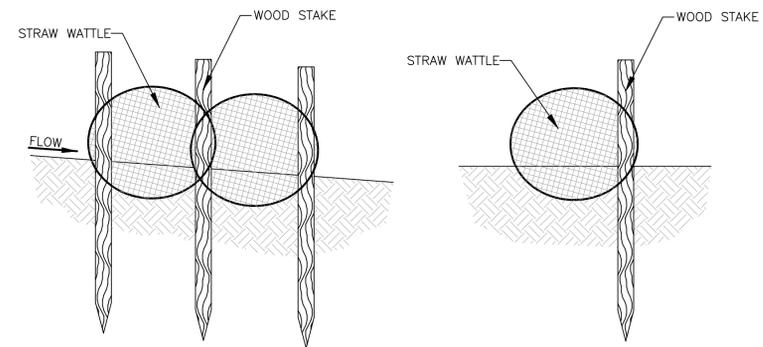
Inlet Box Protection



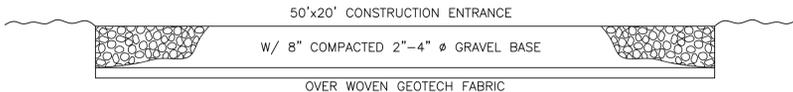
Plan View



Drop Inlet Protection



Stake Detail



Cross Section 50' x 20' Construction Entrance

Reeve & Associates, Inc.
 920 CHAMBERS STREET, SUITE 14, OGDEN, UTAH 84403
 TEL: (801) 621-2100 FAX: (801) 621-2666 www.reeve-assoc.com
IRA
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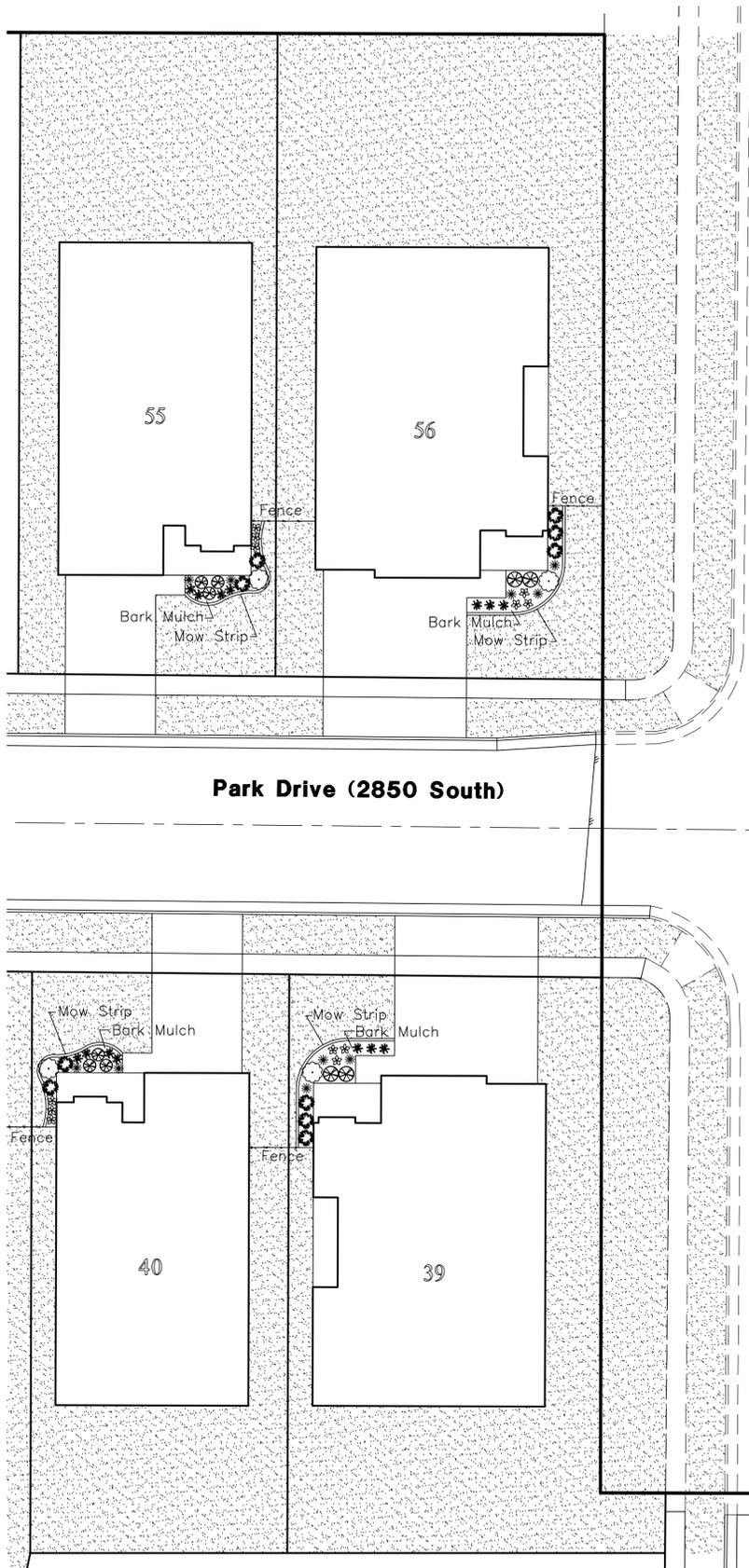
REVISIONS	DATE	DESCRIPTION
	9-27-12	RH City Comments

**Trailside Park Subdivision
Phase-3**
 SYRACUSE CITY, DAVIS COUNTY, UTAH
**Storm Water Pollution
Prevention Plan Exhibit**

REGISTERED PROFESSIONAL ENGINEER
 375328
J. NATE REEVE
 STATE OF UTAH

Project Info.
 Engineer: J. NATE REEVE, P.E.
 Drafter: R. HANSEN
 Begin Date: SEPTEMBER 7, 2012
 Name: TRAILSIDE PARK SUBDIVISION PHASE-3
 Number: 5061-33

Sheet **10**
9 Sheets



Trailside Drive (1820 West)

Plant Table

SHRUBS

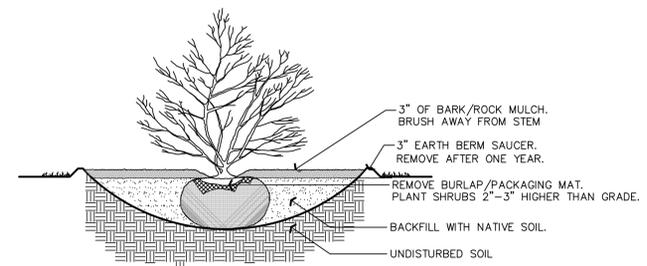
Quantity	Symbol	Planting Size
6 plants per home		5 gal.
		5 gal.
		5 gal.

PERENNIALS

Quantity	Symbol	Planting Size
9 plants per home		1 gal.
		1 gal.
		1 gal.

NOTE: Owner's licensed landscape contractor shall plant a mix of deciduous and evergreen shrubs with perennials and ornamental grasses to create variety and provide the right plants for each building's orientation (sun or shade). All beds shall be covered with a 3" layer of bark mulch.

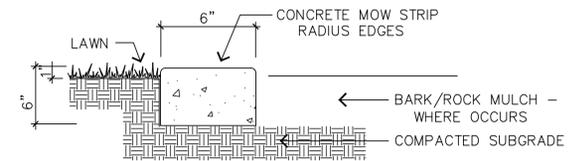
Turf Grass - To be sodded.



NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

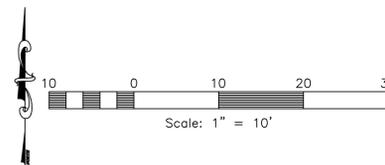
SHRUB/PERENNIAL PLANTING

SCALE: NOT TO SCALE



CONCRETE MOW STRIP

SCALE: NOT TO SCALE



Revised 9-27-12



REVISIONS	DATE	DESCRIPTION
	9-27-12	RH City Comments

Trailside Park Subdivision Phase-3
 SYRACUSE CITY, DAVIS COUNTY, UTAH
Landscape Plan



Project Info.
 Engineer: J. NATE REEVE, P.E.
 Drafter: R. HANSEN
 Begin Date: SEPTEMBER 7, 2012
 Name: TRAILSIDE PARK SUBDIVISION PHASE-3
 Number: 5061-33

Sheet **10** of 10 Sheets

When recorded, return to:
Cassie Brown, City Recorder
Syracuse City
1979 W. 1900 S.
Syracuse, UT 84075

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the day of _____, 2011 (the "Effective Date"), by and between **SYRACUSE CITY**, a Utah municipal corporation ("City"), and _____ **OVATION HOMES, LLC.** ("OVATION")

RECITALS:

A. **OVATION HOMES** owns approximately 5.553 acres of real property known as the Trailside Park Cluster Subdivision, Phases 3 situated in Syracuse City, Davis County, State of Utah, (the "Property"). The Property is depicted in the two plat maps attached hereto as **Exhibit A** and in the Property Legal Description attached hereto as **Exhibit B**.

B. _____ was the original owner and developer of the Property. _____ processed the Property through the Syracuse City Cluster Subdivision development approval process and eventually obtained final plat and improvement plan approval for Phases 1 & 2. During the construction of homes in Phase 2, Ovation Homes obtained the property from the original developer and entered into an agreement with the original developer and the City to complete the remaining improvements and final phase 3.

C. The Syracuse City Council has determined that facilitating the development of the Project by **OVATION HOMES** within the boundaries of the City will result in substantial benefits to the citizens of the City.

D. The City Council finds that it is in the best interest of the City and its residents, and that it is also in accord with the public purposes of applicable state and local laws, as reflected in 2 Utah Code Ann. § 10-9a-102(2) to enter into this Agreement to promote and support the development of the Project.

EF. The purpose of this Agreement, therefore, is to reduce to writing the respective agreements and understanding of the parties regarding the development of the Property in conformance with City ordinances. The City and **OVATION HOMES**, as well as any permitted successors and assigns, agree to be bound by the terms and conditions of this Agreement as more particularly set forth herein.

AGREEMENT:

The recitals set forth above are incorporated into this Agreement. In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. In as much, as the Syracuse City Municipal Code, Title X, Section 10-6-080 requires the installation of a buffer yard between Phase 3 and the adjacent agricultural zone (A-1) and in as much as the developer has indicated an intention to develop said adjacent property, Syracuse City agrees to allow the developer a period of two (2) years from the approval of said final plat to install the required buffer yard in accordance with Section 10-6-080. In the event that the developer acquires said adjacent property and begins application on a Phase 4 within said two (2) year period, and successfully gains approval of said Phase 4, the buffer requirement for Phase 3 shall be null for said areas adjacent to Phase 4. If a Phase 4 is not granted, Developer agrees to install the buffer yard in accordance with Section 10-6-080 prior to the expiration of the two (2) year period or within sixty (60) days of a denial of said Phase 4.
2. The Developer hereby agrees that the residents of Phase 3, shall have full membership in the Home Owners Association for Trailside Park Cluster Subdivision, and shall be entitled to all the rights and responsibilities to the common areas of Phases 1 & 2. **Exhibit C** is hereby attached as the amended CC&Rs for Trailside Park Cluster Subdivision.

3. **Vested Rights.** Subject to the terms and provisions of this Agreement and subject to the approvals which have been granted, the parties hereby acknowledge certain vested rights of **OVATION HOMES** to develop the Property. Nothing herein shall be construed to provide **OVATION HOMES** with any further or additional vested rights than those recognized by Utah law. Such vested rights shall be subject to all recognized exceptions, including, but not limited to the pending ordinance, procedural modes and form, clarifying ambiguity, and compelling public interest doctrines. Except as otherwise provided herein, development of the Property shall be permitted in accordance with the approved plans, plats and permits for the Property, the terms and conditions of this Agreement, and all applicable city ordinances which are in effect on the date of this Agreement.
4. **Police Powers.** Notwithstanding the foregoing, development of the Property shall be subject to subsequent amendments to City Ordinances regarding fees, procedures and police power provisions as may be allowed under applicable vested rights law in the State of Utah. The provisions set forth herein are not intended to retroactively require additional application or permit fees from **OVATION HOMES** for applications or permits which have been completed and approved and for which all fees have been paid in accordance with the fee schedule in effect at the time such fees were due and paid for the subject application or permit in accordance with applicable city ordinances or to allow the imposition of additional conditions on any pending applications except as may otherwise be allowed under applicable vested rights law in the State of Utah. Development of the Property shall also be subject to subsequent city ordinances enacted under the City's police power to protect the public health, safety and welfare as may be allowed under applicable vested rights law in the State of Utah. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of **OVATION HOMES** under this Agreement based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the City; and, unless the City declares an emergency, **OVATION HOMES** shall be entitled to notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public policy exception to the vested rights doctrine.
5. **Default.** In the event any party fails to perform its obligations hereunder or to comply with the terms of this Agreement, the non-defaulting party may pursue the following enforcement remedies. Prior to the invoking the remedies provided herein, the non-defaulting party shall provide the defaulting party written notice of default and a thirty (30) day cure period; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, then the defaulting party shall have such additional time as is reasonably necessary to cure such default, provided that the defaulting party commences to cure such default within such thirty (30) day period and proceeds to cure such default with diligence and continuity. All notices of default shall be provided in accordance with the Notice provisions set forth below. In the event the defaulting party does not cure the default within the cure period or enter into a written agreement with the non-defaulting party for curing the default within a reasonable time, acceptable to the nondefaulting party in its reasonable discretion, the non-defaulting party may, at its election, pursue the following remedy or remedies:
 - a. all rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages except consequential damages; or
 - b. The right to withhold all further approvals, licenses, permits or other rights associated with the particular phases in the Project, parcel or building to which the default is applicable until such default has been cured.
 - c. The rights and remedies set forth herein above shall be cumulative.
6. **Assignment.**
 - a. **OVATION HOMES** may from time to time and without the consent of the City, convey any or all portions of the Project or any lots in their entirety to one or more successors of **OVATION HOMES**, together with the rights granted by this Agreement to develop one or more of the portions of the Project or the lots, as applicable, so transferred or conveyed in accordance with this Agreement; provided, however, such assignment shall in no way relieve **OVATION HOMES** of its obligations under this Agreement and **OVATION HOMES** shall remain jointly and severally liable with **OVATION HOME'S** assignee(s) to perform all obligations under the terms of this Agreement which are specified to be performed by **OVATION HOMES**. Notwithstanding the foregoing, **OVATION HOMES** may request the written consent of the City of an assignment of **OVATION HOMES'S** complete interest in

the Agreement. In such cases, the proposed assignee shall have the qualifications and financial responsibility necessary and adequate, as required by the City, to fulfill the obligations undertaken in this Agreement by **OVATION HOMES**. The City shall be entitled to review and consider the ability of the proposed assignee to perform, including financial ability, past performance and experience. After review, if the City gives its written consent to the assignment, **OVATION HOMES** shall be released from its obligations under this Agreement for that portion of the Property for which such assignment is approved.

b. Nothing in this Section shall require **OVATION HOMES** to obtain the City's consent prior to selling a portion of the Project or lots in the ordinary course of the business. The provisions of this Section shall not prohibit the granting of any security interests for financing the acquisition and development of dwelling units, residential lots, commercial structures, or other development parcels within the Project, subject to **OVATION HOMES** complying with the Plans, the applicable city zoning ordinances, this Agreement and applicable federal, state and local laws, rules, regulations and other ordinances. In addition, **OVATION HOMES** may grant an assignment of **OVATION HOME'S** rights under any this Agreement in connection with financing all or a portion of the Project without obtaining the City's approval.

c. In the event of a transfer of all of the Project or any remaining portion of the Project and upon assumption by the transferee of **OVATION HOMES** obligations under this Agreement, the transferee shall be fully substituted as the party to this Agreement, and shall agree to be subject to all of the conditions and restrictions to which **OVATION HOMES** and the Property are subject.

6. **Term.** **OVATION HOMES** agrees to complete all required developer improvements. This Agreement will terminate upon: (1) completion of all developer improvements and final acceptance of the subdivision by City; (2) sale of all subdivision lots; or (3) fifteen (15) years; whichever occurs first.

7. **Other Agreements:**

a. Ownership. **OVATION HOMES** hereby warrants and represents that it has full authority to enter into the terms of this Agreement.

b. Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent by United States Mail, postage prepaid, addressed as follows:

To the City: Syracuse City
Attn: City Manager
1979 W 1900 S
Syracuse City, UT 84075
Facsimile:

Ovation Homes
Attn: Brad Frost

Any party may change its address for notice under this Agreement by giving written notice to the other party in accordance with the provisions of this paragraph.

c. Attorneys Fees. Each party agrees that should it default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorneys fees which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing a lawsuit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

d. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Property, the Project and/or the Plan, contains the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions. It

is expressly agreed by the parties that this Agreement is intended to and shall govern the development of the Property pursuant to city ordinances, including, but not limited to, all planning, zoning and subdivision issues.

e. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

f. Construction of Agreement. This Agreement shall be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling countervailing public interest. For purposes of this Agreement and the construction of its terms, the parties acknowledge that both participated in the drafting of this Agreement and neither shall be considered the drafter.

g. Non-Liability of Officials, Employees and Others. No officer, representative, agent or employee of a party hereto shall be personally liable to any other party hereto or any successor in interest or assignee of such party in the event of any default or breach by the defaulting party, or for any amount which may become due the non-defaulting party, or its successors or assigns, or for any obligation(s) arising under the terms of this Agreement.

h. No Third Party Rights. Unless otherwise specifically provided herein, the obligations of **OVATION HOMES** and the City set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties.

i. Binding Effect, Covenant Running With the Land. This Agreement shall be binding upon the parties hereto and their respective officers, agents, employees, successors and assigns, as permitted herein. The covenants contained herein shall be deemed to run with the Property and a copy of this Agreement shall be recorded by **OVATION HOMES** in the office of the Davis County Recorder, State of Utah. Notwithstanding the foregoing, at such time as a certificate of occupancy is issued by the City with respect to any portion of the Project, this Agreement and the covenants contained herein shall be deemed to have been satisfied with respect to the Property within such portion and the City agrees, upon the request of **OVATION HOMES** at such time, to execute a certificate of completion with respect to such portion, and as to the last portion, a certificate of completion with respect to the Project.

j. Governing Law and Jurisdiction. The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The parties to this Agreement agree that any judicial action associated with the Agreement shall be taken in the Utah state or federal court of competent jurisdiction.

k. No Waiver. Any party's failure to enforce any provision of the Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

l. Severability. If any portion of this Agreement is held to be unenforceable by court of competent jurisdiction, any enforceable portion thereof and the remaining provisions shall continue in full force and effect.

m. Exhibits. Exhibits A through C attached hereto are hereby incorporated herein by this reference.

n. Time of Essence. Time is expressly made of the essence with respect to the performance of each and every obligation hereunder.

o. Knowledge. The parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to consult with legal counsel of their choice.

p. Supremacy. In the event of any conflict between the terms of this Agreement and those of any document referred to herein, this Agreement shall govern. If there is a conflict between the provisions of this Agreement and city zoning ordinances or the Plan, the terms and conditions of this Agreement shall govern. In the event of conflict between any terms within this Agreement, the more restrictive provision shall govern.

q. No Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

r. Priority. This Agreement shall be recorded against the Property senior to any protective covenants and any debt security instruments encumbering the Property.

s. Amendment. This Agreement may be amended only in writing signed by the parties hereto.

t. Force Majeure. Neither party hereto shall be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to acts of God, acts of the United States Government or the State of Utah, fires, floods, or

other casualties or causes beyond the reasonable control and without the fault or negligence of the party obligated to perform hereunder; provided the party seeking relief under the provisions of this Section: (1) notifies the other party in writing of a force majeure event within fifteen (15) days following the affected party's knowledge of the occurrence of the claimed force majeure event, and (2) promptly resumes the keeping and performance of the affected obligations after such cause has come to an end. Each party shall make every reasonable effort to keep delay in performance as a result of such a cause to a minimum.

[Remainder of Page Intentionally Left Blank]

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 above written.

“CITY”

SYRACUSE CITY

ATTEST:

City Recorder

By: _____
Mayor

Approved as to Form

City Attorney

“OVATION HOMES”
OVATION HOMES

By: _____
Its: _____

Approved as to Form

Legal Counsel

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
WEBER COUNTY)

On the ____ day of _____, 2012, personally appeared before me _____, who being duly sworn, did say that he is the Mayor Syracuse City, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said _____ acknowledged to me that the City executed the same.

Notary Public

**OVATION HOMES, LLC
ACKNOWLEDGMENT**

STATE OF UTAH)
 : ss.
WEBER COUNTY)

On the day of _____, 2012, personally appeared before me who being by me duly sworn did say that (s)he is the of **OVATION HOMES, LLC**, and that the foregoing instrument was signed in behalf of said **corporation LLC** by authority of a resolution of its **Board of DirectorsMembers**; and **they** acknowledged to me that said **corporation LLC** executed the same.

Notary Public



Engineer Final Plan Review – Trailside Park Subdivision Phase 3 Trailside Drive & Park Drive

Completed by Brian Bloemen on September 20, 2012

Please review the following comments for Trailside Park Subdivision Phase 3 and make any necessary changes:

1. All utilities shall be installed per Syracuse City Standards.
2. Update the following items in the general notes:
 - a. #7 Contractor shall notify City of all utility conflicts....
 - b. #18 Tracer wire is also required.
 - c. #22 Contractor shall conform to the Syracuse City Engineering Standards & Specifications.
 - d. Add #23 Contractor shall notify City prior to pouring any ADA ramps to assure proper compliance.
 - e. Add #24 Waterline loops will require restrained joint fittings and concrete thrust blocks.
3. On sheet 2 Note 6, sanitary sewer laterals shall be green. Remove the land drain lateral note.
4. 10" of base is the minimum City Standard under local roadways. 8" of base course is the minimum requirement under curb & gutter. Sidewalk through driveways shall be 6" thick on 8" of untreated base course.
5. Improvements will be required along 2000 West fronting the development. Add a typical cross section for the City's 66' wide ROW (minor collector) along 2000 West, including curb, gutter, sidewalk and asphalt. The curb and gutter on the west side of 2000 West shall be extended in a straight line to intersect the new radii along Park Drive. The radii shown are too far into 2000 West. Please submit plan and profile for 2000 West. The minimum section for a minor collector is 4" of asphalt on 10" of untreated base course. Show the 10' PUE on both the 60' ROW and 66' ROW sections.
6. Install a tee (with a plug on the south side) and fire hydrant on the south side of Lot 35. A temporary blow off is not needed.
7. Show culinary, secondary and sewer service locations on the plans (refer to City Standards for locations). A separate culinary service and double secondary services will be required. All culinary mains shall be blue and all secondary mains shall be purple.

8. Clarify how the culinary water main will cross 2000 West while maintaining a minimum of 4' of cover.
9. A temporary turn around easement should be shown on the plat for the temporary cul-de-sac. Show the asphalt, curb, gutter and sidewalk in the temporary cul-de-sac.
10. Add a note to sheet 7 that states the yard drain to be installed is a private line and will not be maintained by the City.
11. Include a table on the plat which shows the total acreage contained in the boundary description, the total acreage to be dedicated as public right-of-way and the acreage of lots 32-56 to be developed.
12. The line style on the plat for Adjoining Property, should this be 10' PUE? A 10' PUE will be required around the perimeter of the subdivision, the back side of Lots 17 & 18 and on the back side of all ROW lines
13. The owners dedication and certification on the plat needs to be updated for this current phase.

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

Sincerely,

Brian Bloemen
City Engineer



Subdivision Final Plan Review – Trailside Park Subdivision Ph. 3

Completed by Sherrie Christensen, Planner on 9/28/2012

Recommendation: City staff recommends that the Planning Commission examine the Trailside Park Subdivision Phase 3 Final Subdivision plan review as outlined below. Please pay specific attention to the items highlighted in yellow. City Staff hereafter recommends that the Planning Commission recommend the Trailside Park Subdivision Final Subdivision Phase 3 plat and plan for City Council approval, subject to all previous conditions of approval and executed development agreement.

Background: *The previous 2 phases of this development were completed subject to development agreement with a previous developer. An addendum to that agreement or new agreement will need to be executed as part of final approval. I suggest that if the developer plans to seek approval for a phase 4 to the South and does not want to install the landscape buffer, that he submit a plan, bond for the improvements and if he does not start approval process for a phase 4 within 2 years, the buffer be installed at that time. The development agreement should also address the access to the open space by phase 3 residents and their membership in the HOA. There should also be a clear designation for the owners of lots 32, 39, and 56 regarding whether the HOA or those lot owners will be required to care for the adjacent park strips. Further the CC& R's need to address whether the individual lot owners will care for the park strips or if the HOA will, as they do in the rest of the subdivision. One last item the development agreement should address is as these lots are just that, lots and not building pads, where and whether out buildings will be permitted for the storage of lawn care equipment, etc.*

8-6-1/8-6-2: Final Plat/Final Plan and Profile:	Planning Staff Review:
1. Proposed name of subdivision (to be approved by Planning Commission and County Recorder).	1. Trailside Park Subdivision Phase 3
2. Accurate angular and linear dimensions to describe boundaries, streets, easements, areas reserved for public use, etc.	2. Yes
3. Identification system for lots, blocks, and names of streets. Lot lines show dimensions in feet and hundredths.	3. Yes-

4. Street address shown for each lot.	4. Yes
5. True angles and distances to nearest street lines or official monuments as accurately described and shown by appropriate symbol.	5. Yes
6. Radii, internal angles, points and curvatures, tangent bearings and the length of all arcs.	6. Yes
7. Accurate location of all monuments to be installed shown by appropriate symbol.	7. Yes
8. Dedication to City of all streets and other public uses and easements.	8. Yes
9. Street monuments shown on Final Plat.	9. Yes
10. Pipes or other iron markers shown on the plat.	10. Yes
11. Outlines and dimensions of public use areas or areas reserved for common use of all property owners showing on plat.	11. Parcel A & B need to be labeled Common Area
12. Boundary, lot and other geometrics on Final Plat accurate to not less than one part in five thousand.	12. Yes, refer to Engineer for further.
13. Location, function, ownership and manner of maintenance of remaining common open space showing on plat or in submission.	13. N/A
14. Legal boundary description of the subdivision and acreage included.	14. Yes, 5.553 acres
15. Current inset City map showing location of subdivision.	15. Yes
16. Standard signatures forms/boxes reflected on the Final Plat.	16. Yes
Final Plan and Profile	
17. Plan for culinary water improvements.	17. Submitted, see Engineer review.

<p>18. Plan for secondary water improvements.</p> <p>19. Plan for sanitary sewer.</p> <p>20. Land drain.</p> <p>21. Storm water.</p> <p>22. Streets.</p> <p>23. Stationing.</p> <p>24. Agreements.</p> <p>Conditional Items for Final Plan Approval</p> <p>25. Park-purchase impact fee accord in the zoning and gross acreage in development as outlined in the City's fee schedule</p> <p>26. Irrigation water rights per Subdivision Ordinance Section 8-2-9</p> <p>27. An executed Escrow Agreement, provided by City staff, for improvement costs and bonding</p> <p>28. An executed Improvement Agreement with Syracuse City, as provided by staff</p> <p>29. An executed Streetlight Agreement, regarding installation of required lamps, as provided by City staff</p> <p>30. Payment of final off-site inspection fees as outlined in City's fee schedule</p> <p>31. Payment of County recording fees of \$37/page +\$1/lot and any common space as well as \$1/land-owner signatures over two</p> <p>32. Lots Numbering</p> <p>Conditions from Preliminary Plat Approval 8-3-1 Public Improvements:</p> <p>(D) Dead-end streets, which exceed one lot depth in length, shall have a forty-foot (40)</p>	<p>18. Submitted, see Engineer review.</p> <p>19. Submitted, see Engineer review.</p> <p>20. Submitted, see Engineer review.</p> <p>21. Submitted, see Engineer review.</p> <p>22. Submitted, see Engineer review.</p> <p>23. Submitted, see Engineer review.</p> <p>24. A development agreement will have to be entered into with this developer as an amendment to the original development agreement.</p> <p>25. Park Dedication in Phase I meets this requirement</p> <p>26. Yes</p> <p>27. Required before mylar recording estimate not received</p> <p>28. Required before mylar recording</p> <p>29. Required before mylar recording</p> <p>30. Required before mylar recording</p> <p>31. Required before mylar recordings</p> <p>Planning Staff Review:</p> <p>(D) Yes.</p>
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<p>radius temporary turnaround area. The turnaround shall have an all-weather surface acceptable to the City.</p> <p>10-12-040 Minimum Lot Standards</p> <p>(F) Building Height. As allowed by current building code.</p>	<p>(F) Yes-will be included as exhibit in Development Agreement, will be similar to Phase 1 & 2.</p>
<p>Chapter 16-Cluster Subdivision</p> <p>10-16-020(E) Approval of the development plan shall determine lot area, lot width, setbacks, and lot coverage regulations. The minimum distance between main buildings shall be ten (10) feet, and the minimum side yard for any single lot shall not be less than five (5) feet.</p> <p>10-16-020(L) Landscaping, fencing and other improvement plans for cluster development shall be presented to the Land Use Authority for approval along with other required plans for development. The estimated cost of these improvements shall be provide to the City by the developer and, after approval by the City Engineer, such estimated costs shall be include in the bonding requirements for the development.</p> <p>10-16-040(A) Max Density in R-1 Zone 4.75 units/net acre based upon incentives below:</p> <p>10-16-040(B)</p> <p>1. Open Space Preservation R-1 Zone</p>	<p>Planning Staff Review:</p> <p>10-16-020(E) Yes. Meets requirement determined at Preliminary Approval.</p> <p>10-16-020(L)- required buffer area needs, discussed with developer, will be agreed to in development agreement that the buffer will be installed within 2 years if a Phase 4 approval has not been commenced.</p> <p>10-16-040 Yes Base Density 2.9 d.u./acre Bonus: Open Space: 0.8 d.u./acre HOA 0.30 d.u./acre Entrance: 0.15 d.u./acre Amenities: 0.10 d.u./acre Trail System: 0.10 d.u./acre</p> <p>Total Density allowed: 4.25 Total Units Permitted: 16.41*4.25=69 Total Unit: 56</p> <p>10-16-040(B)</p> <p>1. Net development area for all 3</p>

<p>25% for 0.80 Bonus</p> <ol style="list-style-type: none"> 2. Building Design Standards 70% brick or rock exterior & front porches for 0.65 Bonus 3. Landscaping of Park Strips Planting approved trees every 50 feet in park strips, along with moving sidewalk 4 feet closer to homes or by using serpentine sidewalks for 0.20 Bonus 4. Home Owners Association creation to maintain landscaped entrance ways and common space for 0.30 Bonus 5. Landscaped Entrance Ways including subdivision identification signs for 0.15 Bonus 6. Amenities to Open Space-funding and placement of approved amenities to open space or common areas for 0.10 Bonus 7. Trail System, Walking Paths-Development of walking paths connecting to the City's trail System for 0.10 Bonus <p>10-16-050 Design Standards. A common building them shall be required and approved by the Planning Commission. The design shall show detail in the unification of exterior architectural style, color and size for each unit; however, the intent is not to have the design so dominant that all the units are identical.</p> <p>10-8-040 Minimum and Maximum Parking Spaces</p> <p>Planned Residential Development family Dwellings. Minimum requirement of 2.5 parking spaces per dwelling unit</p>	<p>phases: 16.41 Acres Open Space: 5.43 Acres (Park) Common Area: 4.69 Acres 62% Open Space</p> <ol style="list-style-type: none"> 2. No bonus requested 3. No bonus requested 4. Yes- Phase III will be part of the HOA for phase I & II- 5. Yes-Main entry landscaped. 6. Amenities provided in phase I & II 7. Yes <p>10-16-050-Yes. To be included as attachment in Development Agreement</p> <p>10-8-040 Minimum and Maximum Parking Spaces</p> <p>Yes</p>
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<p>10-8-060 Access to Off-Street Parking and Loading Spaces</p> <p>Ingress and Egress standards</p> <p>Distance from Intersections. No driveway approach located closer than twenty (20) feet to intersection</p> <p>10-8-070 Parking Development, Standards, and Maintenance</p> <p>Developer is required to follow (A)-(I) of this section when developing parking areas within the development</p> <p>10-15-090 Signs</p> <p>Developer is required to follow Title 10 Chapter 9 of the Municipal Code when implementing the use of any signs for the development.</p>	<p>10-8-060 Access to Off-Street Parking and Loading Spaces</p> <p>Standards met</p> <p>Yes, this standard has been met and there are no driveways closer than twenty (20) feet to intersection.</p> <p>10-8-070 Parking Development, Standards, and Maintenance</p> <p>Refer to developer for discussion.</p> <p>10-15-090 Signs</p> <p>Signage completed with Phase A.</p>
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Chapter 6 – General Land Use Regulations	Planning Staff Review:
<p>10-6-060 Miscellaneous Requirements and Provisions</p> <p>(B) Visibility at Intersections.</p>	<p>10-6-060 Miscellaneous Requirements and Provisions</p> <p>(B) Yes</p>
<p>10-6-080 Buffer Yards</p> <p>(C) <u>Determination and Approval of Buffer Yards Required</u>. To determine the type of buffer yard required between two (2) adjacent parcels or between a parcel and a street, the following procedure shall apply:</p> <ol style="list-style-type: none"> 1. Identify the land use category of the proposed use. 2. Identify the use category of the existing land use adjacent of the proposed use by an on-site survey to determine the intensity classification from Table 1. Agricultural determination need not directly relate to whether or not someone is farming the adjacent property. 3. Determine the buffer yard required for the proposed development by using Table 2. 4. Using Buffer Tables A – E, identify the buffer yard options using the buffer yard requirement determine in Table 2. 	<p>10-6-080 Buffer Yards</p> <ol style="list-style-type: none"> 1. R-1 Residential 2. North = R-1 Residential West = R-1 Residential South = A-1 Agriculture East = R-1 Residential 3. North = No buffer requirement West = No buffer requirement South = Buffer Table A East = No buffer requirement 4. Buffer required for lots 34-44-to be included in development agreement

September 18, 2012

To whom it may concern
Trailside phase 3 final plat

To whom it may concern,

Regarding Trailside Phase 3 Final Plat review. After review of the plans my only concern is the set back of the building pad of lot numbers 33, 34, 35, and 36 to the temporary turn around. Everything else appears fine as long as it meets all current codes.

Please contact me if you have any questions or need additional comment.

Respectfully,

Jo Hamblin, Deputy Chief
Syracuse City Fire Department
1869 South 3000 West, Syracuse, UT 84075
Phone 801-614-9614





SYRACUSE CITY

Syracuse City Special RDA Agenda

October 9, 2012 – Immediately following the Business Meeting

Which begins at 7:00 p.m.

City Council Chambers

Municipal Building, 1979 W. 1900 S.

1. Meeting called to order
2. Public Hearing- Proposed Resolution RDA12-04 adjusting the annual budget for the Fiscal Year ending June 30, 2013.
3. Adjourn

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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 5<sup>th</sup> day of October, 2012 at Syracuse City Hall on the City Hall Notice Board and at <http://www.syracuseut.com/>. A copy was also provided to the Standard-Examiner on October 5, 2012.

CASSIE Z. BROWN, CMC  
SYRACUSE CITY RECORDER



# RDA AGENDA

October 9th, 2012

Agenda Item #2

Public Hearing - Discussion regarding proposed RDA budget opening.

### *Factual Summation*

- Any questions about this agenda item may be directed at Finance Director Stephen Marshall.
- **RDA & EDA Budget:** I have set up a separate fund for the new SR-193 EDA project area. This budget request is to loan \$70,000 from our RDA funds to the EDA until we receive tax increment financing to pay the loan back to the RDA fund (April 2015). The \$70,000 is to cover the consulting costs of both Zion's Bank and Ballard Sphar. I have also included a \$5,000 request for offices supplies and professional & technical.

### **Recommendation:**

Administration recommends that the council approve this budget opening as requested.

**RESOLUTION RDA12-04**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SYRACUSE CITY REDEVELOPMENT AGENCY ADJUSTING THE ANNUAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2013.**

**WHEREAS**, the Uniform Budgetary Procedures set forth in State Statute 10-6-128 allow for amendments and increases to individual fund budgets; and

**WHEREAS**, on October 9th, 2012, the City Council held a public hearing to allow interested persons in attendance an opportunity to be heard for or against the proposed budgetary changes; and

**WHEREAS**, the City Council has determined that approval of the budgetary amendments will promote the orderly operation of the City;

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

**SECTION 1: Amendments.** The following adjustments to the Redevelopment Budget are hereby made for the Fiscal Year 2013 operating budget.

- See attachment

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 9<sup>th</sup> DAY OF OCTOBER, 2012.**

**SYRACUSE CITY**

ATTEST:

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

By: \_\_\_\_\_  
Jamie Nagle, Mayor

# Syracuse City

## FY 2013 Budget Adjustments



|                                                                                       | <u>Original Budget</u> | <u>Amended Budget</u> | <u>Increase / (Decrease)</u> |
|---------------------------------------------------------------------------------------|------------------------|-----------------------|------------------------------|
| <b>Redevelopment Area Budget</b>                                                      |                        |                       |                              |
| <u>Revenue adjustments:</u>                                                           |                        |                       |                              |
| RDA Tax Increment                                                                     | 445,000.00             | 360,000.00            | (85,000.00)                  |
| (Loan from EDA Fund for startup costs - will be repaid once increment is established) |                        |                       | <u>(85,000.00)</u>           |
| <u>Expenditure adjustments:</u>                                                       |                        |                       |                              |
| Transfer to other funds                                                               | -                      | 70,000.00             | 70,000.00                    |
| (Loan to EDA Fund for startup costs - will be repaid once increment is established)   |                        |                       |                              |
| Office Supplies & Prof & Tech                                                         | -                      | 5,000.00              | 5,000.00                     |
| (Office supplies related to RDA and professional & Tech services)                     |                        |                       | <u>75,000.00</u>             |
|                                                                                       | <u>Revenue</u>         | <u>Expenses</u>       |                              |
| RDA Fund net change                                                                   | (85,000.00)            | 75,000.00             | (160,000.00)                 |
| Beginning fund shortage                                                               |                        |                       | (109,555.00)                 |
|                                                                                       |                        |                       | <u>(269,555.00)</u>          |
| Overall fund deficit to come from fund balance                                        |                        |                       | (269,555.00)                 |

### Economic Development Area Budget

|                                                                                       |                |                 |                  |
|---------------------------------------------------------------------------------------|----------------|-----------------|------------------|
| <u>Revenue adjustments:</u>                                                           |                |                 |                  |
| Transfer from other funds                                                             | -              | 70,000.00       | 70,000.00        |
| (Loan from EDA Fund for startup costs - will be repaid once increment is established) |                |                 | <u>70,000.00</u> |
| <u>Expenditure adjustments:</u>                                                       |                |                 |                  |
| Professional & Technical                                                              | -              | 70,000.00       | 70,000.00        |
| (Fees for Ballard Sphar and Zions Bank Public Finance)                                |                |                 | <u>70,000.00</u> |
|                                                                                       | <u>Revenue</u> | <u>Expenses</u> |                  |
| EDA Fund net change                                                                   | 70,000.00      | 70,000.00       | -                |
| Beginning fund shortage                                                               |                |                 | -                |
| Overall fund deficit to come from fund balance                                        |                |                 | -                |