



**SYRACUSE CITY**  
**Syracuse City Council Business Meeting**  
**October 10, 2023 – 6:00 p.m.**

In-Person Location: Syracuse City Hall, 1979 W. 1900 S.

Electronic Via [Zoom](#)

Connect via telephone: +1-301-715-8592 US, meeting ID: 836 0992 8033

Streamed on Syracuse City [YouTube Channel](#)

1. Meeting called to order.  
Invocation or thought.  
Pledge of Allegiance.  
Adopt agenda.
2. Moment of silence in respect for Assistant Police Chief Heath Rogers.
3. Recognition: (10 min.)
  - a. American Founders and Constitution Month Essay Contest – announcement of winners.
  - b. Recognition of Police Department Volunteers.
  - c. Recognition of Victim Advocate Celeste Hopkin’s Receipt of SLCPD Chief’s Special Recognition Award
4. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes. *(Individuals wishing to provide public comment may do so via email to City Recorder Cassie Brown, [cassieb@syracuseut.gov](mailto:cassieb@syracuseut.gov), by 4:00 p.m. on October 10, 2023. Comments submitted by the deadline will be read for the record of the meeting.)*
5. Approval of Minutes: (2 min.)
  - a. September 12, 2023 City Council Regular Meeting.
  - b. September 12, 2023 Municipal Building Authority (MBA) Special Meeting.
  - c. September 12, 2023 Redevelopment Agency (RDA) Special Meeting.
6. Authorize Administration to execute Interlocal Cooperation Agreement with Davis County for dispatch services. (5 min.)
7. Proposed Ordinance 2023-22 amending Syracuse City Code Section 3.45 pertaining to the Syracuse Arts Council. (5 min.)
8. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes. *(Individuals wishing to provide public comment may do so via email to City Recorder Cassie Brown, [cassieb@syracuseut.gov](mailto:cassieb@syracuseut.gov), by 4:00 p.m. on October 10, 2023. Comments submitted by the deadline will be read for the record of the meeting.)*
9. Mayor/Council announcements.
10. 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 5<sup>TH</sup> day of October, 2023 at Syracuse City Hall on the City Hall Notice Board and at <http://www.syracuseut.gov>. A copy was also provided to the Standard-Examiner on October 5, 2023.

CASSIE Z. BROWN, MMC  
SYRACUSE CITY RECORDER



# COUNCIL AGENDA

## October 10, 2023

Agenda Item #3a

### **American Founders and Constitution Month Essay Contest**

#### *Factual Summation*

- To recognize the significance of American Founders and Constitution Month, the City sponsored a youth essay contest with the theme: “What the US Constitution means to me living in Syracuse, UT.”
- Awards to be announced include:
  - 1<sup>st</sup> Place: \$150
  - 2<sup>nd</sup> Place: \$75
  - 3<sup>rd</sup> Place: \$50
  - 4<sup>th</sup> Place: \$25



# COUNCIL AGENDA

## October 10, 2023

### Agenda Item “3a” Recognition of Police Department Volunteers

#### *Factual Summation*

- Any question regarding this agenda item may be directed at Chief Atkin

In 2013, Syracuse Police Department and the Syracuse Lions Club partnered to form a Volunteers in Police Service (VIPS) program. Over the years, we have worked together to raise money for charitable events, support Lions Club causes, and perform services for the public. In fact, our public fingerprinting services have been performed entirely by Lions Club members.

Typically, I recognize our volunteer group during National Volunteer Week in April. Due to unforeseen circumstances, I was unavailable during April; however, I am so grateful to this group that I wanted the honor of recognizing them personally for their service. This group regularly donates over 200 hours of service each year just for fingerprinting.

In commemoration of our 10-year anniversary, I have a gift for the Lions who have participated in our fingerprinting services. Each of them will get a stuffed lion. The message on the lion’s shirt reads, “SYPD & Lions. Great partners/great friends. Celebrating 10 years of volunteer service 2013 -2023.”

It is with pride and admiration that I present the members of our Volunteers in Police Services program to the Mayor and Council for recognition. Will the following Lions please come forward:

|              |                |                |               |
|--------------|----------------|----------------|---------------|
| Don Jensen   | Mike Gailey    | Sandra John    | Merl Thurgood |
| Debbie Smith | Mike Eisenberg | Lynn John      | Chris O’Shea  |
| Jayne Gailey | Eric Ellington | Steve Anderson |               |



# COUNCIL AGENDA

October 10, 2023

Agenda Item #3.c

Acknowledgement of Victim Advocate Celeste Hopkins's Receipt of SLCPD's Chief's Special Recognition Award

## *FACTUAL SUMMARY*

Celeste Hopkins was recently one of the recipients of the Salt Lake City Police Department Chief's Special Recognition Award for the Victim Advocate Team 2019. The award was presented in August of this year. The award was presented to the victim advocate team for helping develop, implement, and respond to the strangulation protocol. Celeste was a part of the team who aided in strangulation protocol development and responded on strangulation cases.

Celeste is still involved in responding and providing services to victims of strangulation in her capacity as victim advocate for Syracuse, Clinton and Sunset. Data on strangulation shows it is one of the biggest indicators that domestic abuse will turn deadly. The psychological trauma for survivors of strangulation can be severe. The criminal justice system can add to that trauma and that is one of the many reasons it's so critical that we have victim advocates, like Celeste, who can provide services to those victims.

We truly value Celeste. We appreciate all the work she does for our city and victims of crime and wanted to celebrate her accomplishments recognized by the Salt lake City PD.



# CITY COUNCIL AGENDA

October 10, 2023

Agenda Item #5

Approval of Minutes.

***Factual Summation***

- Please see the draft minutes of the following meeting(s):
  - a. September 12, 2023 City Council Business Meeting
  - b. September 12, 2023 Special Municipal Building Authority (MBA) Meeting.
  - c. September 12, 2023 Special Redevelopment Agency (RDA) Meeting.
  
- Any question regarding this agenda item may be directed at Cassie Brown, City Recorder.

1 Minutes of the Syracuse City Council Regular Meeting September 12, 2023.

2  
3 Minutes of the Regular Meeting of the Syracuse City Council, held on September 12, 2023, at 6:00 p.m., in a hybrid  
4 in-person/electronic format via Zoom, meeting ID 875 6997 8192, in-person in the City Council Chambers at 1979 W. 1900  
5 S., and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act  
6 Amendments, signed into law on June 25, 2020.

7  
8 Present: Councilmembers: Lisa W. Bingham  
9 Jennifer Carver  
10 Jordan Savage  
11 W. Seth Teague  
12 Paul Watson

***DRAFT***

13  
14 Mayor Dave Maughan  
15 City Manager Brody Bovero  
16 Deputy City Recorder Marisa Graham

17  
18 City Employees Present:

19 Administrative Services Director Stephen Marshall  
20 City Attorney Brienne Brass  
21 Fire Chief Aaron Byington  
22 Police Chief Garret Atkin  
23 Public Works Director Robert Whiteley  
24 Community and Economic Development Director Noah Steele  
25 Communications Specialist Kara Finley

26  
27 **1. Meeting Called to Order/Adopt Agenda**

28 Mayor Maughan called the meeting to order at 6:00 p.m. as a regularly scheduled meeting, with notice of time,  
29 place, and agenda provided 24 hours in advance to the newspaper and each Councilmember. Councilmember Teague  
30 provided an invocation and Councilmember Watson led the audience in the Pledge of Allegiance.

31 COUNCILMEMBER TEAGUE MOVED TO ADOPT THE AGENDA. COUNCILMEMBER SAVAGE  
32 SECONDED THE MOTION; ALL VOTED IN FAVOR.

33  
34 **2. Public comment:**

35 David Benard stated he lives within the boundary of the proposed Community Redevelopment Area (CRA) project  
36 area on 700 South, and he noticed there will be potential road improvements in the project area; he would like to know where  
37 what types of roads will be built and where the access points will be. He noted he also has questions about the type of  
38 development The Boyer Company is interested in pursuing in the project area.

39 Mayor Maughan stated that is not the CRA and those questions would have to be heard at another meeting when  
40 there is a proposal for the development. Mr. Benard stated that the Council and Mayor understand that for the citizens to  
41 support the CRA, answers to those types of questions would be helpful. He also asked how long it will take for the City to  
42 realize an investment of the incentives that could potentially be offered to developers in the CRA area. He asked if The

1 Boyer Company has submitted a development application for property within the CRA, to which Mayor Maughan answered  
2 yes, but noted that the application has been stalled until the CRA and interlocal agreements can be approved and finalized

3 Jacob Briggs stated that he found the information about plans for the CRA and use of tax increment financing (TIF)  
4 to be very vague; he would like to know the purpose of the TIF and how it will be applied. He believes the questions asked  
5 by Mr. Benard illustrate the fact that the information that has been provided is too vague to be properly understood. Mr.  
6 Briggs stated when a City is contemplating using TIF, there must be a unique and specific reason for the funding and that is  
7 lacking in the proposed CRA plan and budget.

8  
9 **3. Recognition: Firefighter Shay McGuire – Supervisory Fire Officer**

10 **Designation.**

11 A staff memo from the Fire Chief explained Firefighter Shay McGuire has been awarded the Utah Supervisory Fire  
12 Officer Designation as outlined by the International Association of Fire Chiefs and adopted by the Utah Commission on Fire  
13 Officer Designation. Firefighter McGuire has combined hundreds of hours of training, education, and experience to meet the  
14 requirements for this designation. Her hard work and commitment to this process shows her dedication to not only the Utah  
15 State Fire Service but to Syracuse City and the Fire Department as well.

16 Chief Byington summarized his staff memo and asked the Council to join him in recognizing Firefighter McGuire  
17 for attaining this designation.

18  
19 **4. Approval of Minutes**

20 The following minutes were reviewed by the City Council; The regular Business Meeting and Special RDA Meeting  
21 of August 8, 2023. And the Work Session and Special Meeting of August 22, 2023.

22 COUNCILMEMBER BINGHAM MADE A MOTION TO APPOROVE THE MINUTES LISTED ON THE  
23 AGENDA AS PRESENTED. COUNCILMEMBER TEAGUE SECONDED THE MOTION; ALL VOTE AYE.

24  
25 **5a. Proposed Resolution R23-27 adopting comprehensive edits to**  
26 **the Syracuse City Personnel Policies and Procedures Manual.**

27 A staff memo from the Administrative Services Director Marshall stated periodically City Administration and  
28 Department Heads propose changes to the personnel policies and procedures manual. It has been a year since the last update,

City Council Regular meeting  
September 12, 2023

1 and there are several proposed changes. The City discussed the edits in the last work session and are now ready for final  
2 approval.

3 COUNCILMEMBER TEAGUE MADE A MOTION TO ADOPT PROPOSED RESOLUTION R23-27  
4 ADOPTING COMPREHENSIVE EDITS TO THE SYRACUSE CITY PERSONNEL POLICIES AND PROCEDURES  
5 MANUAL. COUNCILMEMBER BINGHAM SECONDED THE MOTION; ALL VOTED AYE.

6  
7 **5b. Proposed Resolution R23-29 authorizing the Mayor to execute**  
8 **an amendment to the Land Lease Agreement with NCWPCSMPL -**  
9 **33-Year Sites Tower Holdings, LLC for the lease of property located**  
10 **at approximately 1871 S. 2000 W.**

11 A memo from the Community and Economic Development (CED) Department explained the City leases land in  
12 Founders Park located at approximately 1781 S. 2000 W. for a cell phone tower. The lease has been in place since 2005.  
13 Lessee desires to build a backup power generator on site which would expand the leased area. The back up power would keep  
14 cell phone coverage going during an emergency.

15 Councilmember Carver stated she wanted this removed off the consent agenda due to not having a response as to  
16 why the lessee needs generators at the site. Mr. Steele stated that he reached out to Crown Castle after the last work session  
17 meeting and sent them the list of questions that the Council had, and Crown Castle has not responded back to Mr. Steele.

18 COUNCILMEMBER CARVER MADE A MOTION TO TABLE PROPOSED RESOLUTION R23-29  
19 AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE LAND LEASE AGREEMENT WITH  
20 NCWPCSMPL33-YEAR SITES TOWER HOLDINGS, LLC FOR THE LEASE OF PROPERTY AT APROXIMATELY  
21 1871 S. 2000 W. COUNCILMEMBER TEAGUE SECONDED THE MOTION; ALL VOTED AYE.

22  
23 **5c. Proposed Resolution R23-30 authorizing the Mayor to execute**  
24 **an amendment to the Land Lease Agreement with T-Mobile West**  
25 **Tower, LLC for the lease of property at approximately 700 S. 3550**  
26 **W.**

27 A memo from the Community and Economic Development (CED) Department explained the City leases land in  
28 Rock Creek Park located at approximately 3550 S 700 S for a cell phone tower. The lease has been in place since 2006.



1 Lessee desires to build a backup power generator on site which would expand the leased area. The back up power would keep  
2 cell phone coverage going during an emergency.

3 Councilmember Carver stated she wanted this removed off the consent agenda due to not having a response as to  
4 why the lessee needs generators at the site. Mr. Steele stated that he reached out to Crown Castle after the last work session  
5 meeting and sent them the list of questions that the Council had, and Crown Castle has not responded back to Mr. Steele.

6 COUNCILMEMBER CARVER MADE A MOTION TO TABLE PROPOSED RESOLUTION R23-30  
7 AUTHROIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE LAND LEASE AGREEMENT WITH T-  
8 MOBILE WEST TOWER, LLC FOR THE LEASE OF PROPERTY AT APPROXIMATELY 700 S. 3550 W.  
9 COUNCILMEMBER TEAGUE SECONDED THE MOTION; ALL VOTED AYE.

10  
11 **5d. Proposed Resolution R23-32 approving the Syracuse City social**  
12 **media terms and conditions.**

13 A staff memo from Kara Finley Communications Specialist explained social media is being used as a mechanism for  
14 communicating with the public. The City social media accounts are limited public forums with no First Amendment  
15 protections for:

- 16 • Obscenity
- 17 • Defamation
- 18 • Actual Threats
- 19 • Illegal Activities
- 20 • Promoting Illegal Discrimination
- 21 • Spam
- 22 • Malware Links
- 23 • Using Copyrighted Work

24 Social media terms and conditions have been drafted to address community expectations regarding using and  
25 moderating City social media platforms. The terms and conditions are an effort to address the increasing amount of spam and  
26 curtail potential future issues while remaining viewpoint neutral. The social media terms and conditions would be made  
27 available to all City platform users annually and posted to the City website.

1 COUNCILMEMBER TEAGUE MADE A MOTION TO ADOPT PROPOSED RESOLUTION R23-32  
2 APPROVING THE SYRACUSE CITY SOCIAL MEDIA TERMS AND CONDITIONS. COUNCILMEMBER BINGHAM  
3 SECONDED THE MOTION; ALL VOTED AYE.

4  
5 **5e. Proposed Resolution R23-31 appointing Heather Sachs and**  
6 **Taylor Sachs to the Syracuse Arts Council.**

7 An administrative staff memo explained Arts Council leadership has requested that Heather and Taylor Sachs be  
8 appointed to the Arts Council Board; there are currently five vacancies on the Board and these appointments will fill two of  
9 those vacancies. Proposed terms of expiration are June of 2027.

10 COUNCILMEMBER TEAGUE MADE A MOTION TO ADOPT PROPOSED RESOLUTION R23-31  
11 APPOINTING HEATHER SACHS AND TAYLOR SACHS TO THE SYRACUSE ARTS COUNCIL.  
12 COUNCILMEMBER BINGHAM SECONDED THE MOTION; ALL VOTED AYE.

13  
14 **6. Proclamation declaring September as American Founders and**  
15 **Constitution Month.**

16 An administrative staff memo explained that during the Utah Legislative session in early 2023 passed a bipartisan  
17 bill designating the month of September as American Founders and Constitution Month. The bill “encourages all civic,  
18 fraternal and religious organizations...to recognize and observe this occasion through appropriate programs, meetings,  
19 services, or celebrations.” To recognize the significance of American Founders and Constitution Month, City activities  
20 include an essay contest, a photography contest, and social media posts.

21 Mayor Maughan stated that the City wants to support this and believes that the constitution is a vital part of our  
22 government that should be honored and recognized by the City.

23  
24 **7. Consideration for adoption of Resolution R23-28 of the City**  
25 **Council of Syracuse City, Utah, authorizing and approving the**  
26 **execution and delivery of a Master Lease Agreement by and**  
27 **between the City and the Municipal Building Authority of Syracuse**  
28 **City, Utah (the “Authority”), a Ground Lease Agreement and a Bond**  
29 **Purchase Contract; authorizing the issuance and sale by the**

1 **authority of its Lease Revenue Bonds, Series 2023, in an aggregate**  
2 **principal amount of not more than \$13,000,000; and related matters.**

3 A staff memo from the Administrative Services Director explained that the Municipal Building Authority (MBA) is  
4 a separate legal entity from Syracuse City Corporation. It was established in August 2006 to allow the City to streamline the  
5 funding and construction of city facilities. The MBA borrows funding, constructs facilities, and leases them to the City. The  
6 lease payments made by the City provide the revenue for the MBA to make the debt payments. Eventually the debt will be  
7 paid off and the properties will be deeded to the City. The executive board of the MBA is comprised of the Mayor and  
8 Council of Syracuse City. This parameters resolution sets forth the maximum allowable dollars the council is willing to fund  
9 for station 32 construction. It also sets maximum rates and par value in the resolution. This does not mean we will borrow  
10 \$13,000,000; however, it will give us some flexibility in case the costs of the station increase before construction begins.  
11 Since the MBA and Syracuse City are two separate legal entities, we have two separate resolutions – one for Syracuse City  
12 and the other for the MBA.

13 COUNCILMEMBER CARVER MADE A MOTION TO ADOPT RESOLUTION R23-28 OF THE CITY  
14 COUNCIL OF SYRACUSE CITY, UTAH, AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY  
15 OF A MASTER LEASE AGREEMENT BY AND BETWEEN THE CITY AND MUNICIPAL BUILDING AUTHORITY  
16 OF SYRACUSE CITY, UTAH (THE AUTHORITY), A GROUND LEASE AGREEMENT AND A BOND PURCHASE  
17 CONTRACT; AUTHORIZING THE ISSUANCE AND SALE BY THE AUTHORITY OF ITS LEASE REVENUE  
18 BONDS, SERIES 2023, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN \$13,000,000, AND  
19 RELATED MATTERS, COUNCILMEMBER TEAGUE SECONDED THE MOTION; ALL VOTED AYE.

20 Mayor Maughan recessed the Regular Business Meeting at 6:21 p.m. to move into the Special Municipal Building  
21 Authority (MBA) Meeting.

22 The meeting reconvened at 6:23 p.m.

23  
24 **8. Proposed Ordinance 2023-16 adopting the Syracuse 2500 West**  
25 **Community Reinvestment Area (CRA) Project Area Plan and**  
26 **budget.**

27 A memo from the Community and Economic Development (CED) Department explained that with the goal of  
28 fostering economic development that will benefit the residents of the City in the form of jobs, property tax revenue, and a

1 more diverse economy, the City has created a draft 2500 West Community Reinvestment Area Project Area Plan and Budget.

2 As required by state law, notice of the plan adoption and public hearing has been sent to properties within the area.

3 Mayor Maughan discussed zoning of the property within the proposed 2500 West CRA and the potential impact that  
4 industrial zoning will have on State Road 193; the proposed CRA will not impact any housing in the area surrounding the  
5 CRA and the City has not made any commitments in terms of infrastructure investment and development. The City desires to  
6 increase jobs that will support day-time businesses in the community. He added that other taxing entities in the County have  
7 expressed their support for the proposed CRA.

8 CED Director Steele noted that the City's land use ordinances will govern development of the area, including proper  
9 buffering between commercial or industrial uses and nearby residential uses; the City envisions light-industrial uses in the  
10 area.

11 Councilmember Carver stated that earlier this year the City Council reviewed the fencing requirements for different  
12 land uses and she feels that it will be possible to properly screen and buffer between light industrial uses and residential uses.  
13 She added that bringing more jobs to the City will allow it to flourish.

14 Councilmember Watson stated it is important to understand that businesses interested in locating in this area will  
15 evaluate all optional locations and if they find significant hurdles in Syracuse City, they will go elsewhere. He believes  
16 creation of the CRA will make Syracuse more attractive to businesses and developers.

17 Councilmember Bingham agreed and stated it is important to be clear that this the CRA will not create or increase  
18 taxes on residents; rather, it will allow for diversion of tax revenue from the new development for a defined period of time to  
19 be used to invest in the area; at the end of the CRA term, all tax revenue will go back to the taxing entities.

20 COUNCILMEMBER TEAGUE MADE A MOTION TO ADOPT PROPOSED ORDINANCE 2023-16  
21 ADOPTING THE SYRACUSE 2500 WEST COMMUNITY REINVESTMENT AREA (CRA) PROJECT AREA PLAN  
22 AND BUDGET. COUNCILMEMBER SAVAGE SECONDED THE MOTION; ALL VOTED AYE.

23  
24 **9. Proposed Ordinance 2023-18 amend Section 10.30.040 of the**  
25 **Syracuse City Code pertaining to animal control/kennel regulations.**

26 A staff memo from the Community and Economic Development (CED) Department explained Davis County  
27 Animal Control recently approached the City about amending its ordinances to be more uniform with the County's animal  
28 control efforts.

1 COUNCILMEMBER CARVER MADE A MOTION TO ADOPT PROPOSED ORDINANCE 2023-18  
2 AMENDING SECTION 103.30.040 OF THE SYRACUSE CITY CODE PERTAINING TO ANIMAL  
3 CONTROL/KENNEL REGULATIONS. COUNCILMEMBER BINGHAM SECONDED THE MOTION; ALL VOTED  
4 AYE.

5  
6 **10. Proposed Ordinance 2023-19 amendments to Section 5.35 of the**  
7 **Syracuse City Code pertaining to mobile business regulations.**

8 A staff memo from the Community and Economic Development (CED) Department explained House Bill (HB) 408  
9 amended the business licensing requirements for cities concerning mobile businesses. The proposed ordinance is an effort to  
10 update the City regulations to be congruent with state law concerning these types of businesses.

11 COUNCILMEMBER TEAGUE MADE A MOTION TO ADOPT PROPOSED ORDINANCE 2023-19  
12 AMENDMENTS TO SECTION 5.35 OF THE SYRACUSE CITY CODE PERTAINING TO MOBILE BUSINESS  
13 REGULATIONS. COUNCILMEMBER CARVER SECONDED THE MOTION; ALL VOTED AYE.

14  
15 **11. Proposed Ordinance 2023-20 amend Section 10.30.040 of the**  
16 **Syracuse City Code pertaining to exterior building design elements.**

17 A staff memo from the Community and Economic Development (CED) Department explained House Bill (HB) 406  
18 amended State Code 10-9a-604.5 to prohibit a municipality from regulating building design elements. The proposed  
19 ordinance will bring the City Code in line with State law.

20 COUNCILMEMBER TEAGUE MOTIONED TO ADOPT PROPOSED ORDINANCE 2023-20 AMEND  
21 SECTION 10.30.040 OF THE SYRACUSE CITY CODE PERTAINING TO EXTERIOR BUILDING DESIGN  
22 ELEMENTS. COUNCILMEMBER BINGHAM SECONDED THE MOTION; ALL VOTED IN FAVOR WITH THE  
23 EXECEPTION OF COUNCILMEMBER SAVAGE WHO VOTED IN OPPOSITION.

24  
25 **12. Proposed Ordinance 2023-21 amendments to Syracuse City**  
26 **Code Section 10.75.040 pertaining to side-yard setbacks in Planned**  
27 **Residential Development (PRD) zone.**

1 A staff memo from the Community and Economic Development (CED) Department explained it has been requested  
2 that the side setback requirements for the PRD Zone be reviewed. This item was reviewed in great detail during the last work  
3 session meeting.

4 COUNCILMEMBER BINGHAM MADE A MOTION TO ADOPT PROPOSED ORDINANCE 2023-21  
5 AMENDMENTS TO SYRACUSE CITY CODE SECTION 10.75.040 PERTAINING TO SIDE-YARD SETBACKS IN  
6 PLANNED RESIDENTIAL DEVELOPMENT (PRD) ZONE. COUNCILMEMEBER WATSON SECONDED THE  
7 MOTION; ALL VOTED AYE.

8  
9 **13. Discussion regarding proposed adjustment to the design of**  
10 **Syracuse City Regional Park, Phase 1.**

11 Parks and Recreation Director Robinson explained that Staff met with JUB Engineers and asked them to provide an  
12 updated concept plan for Phase One of the Syracuse Regional Park; she presented a rendering of the project for Council  
13 review.

14  
15 **14. Public Comments:**

16 There were no public comments.

17 Mayor Maughan recessed the Regular Business Meeting at 6:45 p.m. to move into the Special Redevelopment  
18 Agency (RDA) meeting.

19 The meeting reconvened at 6:51 p.m.

20  
21 **15. Mayor/Council announcements:**

22 The Council and Mayor provided announcements about upcoming community events and other opportunities for  
23 public involvement.

24  
25 The meeting adjourned at 7:01 p.m.

26  
27  
28  
29  
30 \_\_\_\_\_  
31 Dave Maughan  
32 Mayor

30 \_\_\_\_\_  
31 Cassie Z. Brown, MMC  
32 City Recorder

City Council Regular meeting  
September 12, 2023

1 Date approved: \_\_\_\_\_

1 Minutes of the Syracuse City Municipal Building Authority Special Meeting, September 12, 2023

2  
3 Minutes of the special meeting of the Syracuse City Municipal Building Authority, held on September 12, 2023, at  
4 6:00 p.m., in a hybrid in-person/electronic format via Zoom, meeting ID 875 6997 8192, in-person in the City Council  
5 Conference Room at 1979 W. 1900 S., and streamed on the Syracuse City YouTube Channel in accordance with House Bill  
6 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020.

7  
8 Present: Councilmembers: Lisa W. Bingham  
9 Jennifer Carver  
10 Jordan Savage  
11 W. Seth Teague  
12 Paul Watson

***DRAFT***

13  
14 Mayor Dave Maughan  
15 City Manager Brody Bovero  
16 Deputy City Recorder Marisa Graham

17  
18 City Employees Present:

19 Administrative Services Director Stephen Marshall  
20 City Attorney Brienne Brass  
21 Fire Chief Aaron Byington  
22 Police Chief Garret Atkin  
23 Public Works Director Robert Whiteley  
24 Community and Economic Development Director Noah Steele  
25 Communications Specialist Kara Finley  
26

27 **1. Meeting called to order.**

28 Mayor Maughan called the meeting to order at 6:21 p.m. as a special meeting Municipal Building Authority  
29 Meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Councilmember.

30  
31 **2. Consideration for adoption of Resolution MBA23-02 of the**  
32 **Municipal Building Authority of Syracuse City, Utah authorizing the**  
33 **issuance and sale of not more than \$13,000,000 aggregate principal**  
34 **amount of lease revenue bonds, series 2023; and related matters.**

35 A staff memo the Administrative Services Director reviewed The Municipal Building Authority is a separate legal  
36 entity from Syracuse City Corporation. It was established in August 2006 to allow the City to streamline the funding and  
37 construction of city facilities. The MBA borrows funding, constructs facilities, and leases them to the City. The lease  
38 payments made by the City provide the revenue for the MBA to make the debt payments. Eventually the debt will be paid off  
39 and the properties will be deeded to the City. The parameters resolution sets forth the maximum allowable dollars the council  
40 is willing to fund for station 32 construction. It also sets maximum rates and par value in the resolution. This does not mean  
41 the City will borrow \$13,000,000, however, it will give the City some flexibility in case the costs of the station increase  
42 before construction begins.



Municipal Building Authority special meeting  
September 12, 2023

1 TRUSTEE SAVAGE MADE A MOTION TO ADOPT RESOLUTION MBA23-02 OF THE MUNICIPAL  
2 BUILDING AUTHORITY OF SYRACUSE CITY, UTAH AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE  
3 THAN \$13,000,000 AGGREGATE PRINCIPAL AMOUNT OF LEASE REVENUE BONDS, SERIES 2023; AND  
4 RELATED MATTERS. TRUSTEE CARVER SECONDED THE MOTION; ALL VOTED AYE.

5

6 Mayor Maughan declared the meeting adjourned at 6:23 p.m.

7

8

9

10

11 \_\_\_\_\_  
12 Dave Maughan  
13 Mayor

\_\_\_\_\_

Cassie Z. Brown, MMC  
City Recorder

13

14 Date approved: \_\_\_\_\_

2  
3 Minutes of the special redevelopment agency meeting, held on September 12, 2023, at 6:00 p.m., in a hybrid in-  
4 person/electronic format via Zoom, meeting ID 875 6997 8192, in-person in the City Council Conference Room at 1979 W.  
5 1900 S., and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public  
6 Meetings Act Amendments, signed into law on June 25, 2020.

7  
8 Present: Councilmembers: Lisa W. Bingham  
9 Jennifer Carver  
10 Jordan Savage  
11 W. Seth Teague  
12 Paul Watson

***DRAFT***

13  
14 Mayor Dave Maughan  
15 City Manager Brody Bovero  
16 Deputy City Recorder Marisa Graham

17  
18 City Employees Present:  
19 Administrative Services Director Stephen Marshall  
20 City Attorney Brienne Brass  
21 Fire Chief Aaron Byington  
22 Police Chief Garret Atkin  
23 Public Works Director Robert Whiteley  
24 Community and Economic Development Director Noah Steele  
25 Communications Specialist Kara Finley  
26

27 **1. Meeting called to order/adopt the agenda.**

28 Mayor Maughan called the meeting to order at 6:45 p.m. as a special meeting, with notice of time, place, and agenda  
29 provided 24 hours in advance to the newspaper and each Councilmember.

30  
31 **2. Public Hearing: Proposed Resolution RDA23-02; a resolution of**  
32 **the Board of Directors of the Syracuse City Redevelopment Agency**  
33 **approving the 2500 West Community Reinvestment Area (CRA)**  
34 **Project Area Plan and Budget.**

35 A staff memo from CED Director Steele reviewed with the goal of fostering economic development that will benefit  
36 the residents of the city in the form of jobs, property tax revenue, and a more diverse economy, the city has created a draft  
37 2500 W. Community Reinvestment Area Project Area Plan and Budget. As required by state law, notice of the plan adoption  
38 and public hearing has been sent to properties within the area.

39 Mayor Maughan opened the public hearing at 6:46 p.m.; there were no persons appearing to be heard and the public  
40 hearing was closed.

41 BOARDMEMBER TEAGUE MADE A MOTION TO ADOPT PROPOSED RESOLUTION RDA23-02; A  
42 RESOLUTION OF THE BOARD OF DIRECTORS OF THE SYRACUSE CITY REDEVELOPMENT AGENCY

1 APPROVING THE 2500 WEST COMMUNITY REINVESTMENT AREA (CRA) PROJECT AREA PLAN AND  
2 BUDGET. BOARDMEMBER SAVAGE SECONDED THE MOTION; ALL VOTED AYE.

3  
4 **3. Proposed Interlocal agreements relating to the diversion of**  
5 **property tax for the 2500 West Community Reinvestment Project**  
6 **Area:**

- 7 a. **Proposed Resolution RDA23-03 authorizing the Executive**  
8 **Director to execute an interlocal agreement with Davis**  
9 **County relating to the diversion of property tax for the**  
10 **Syracuse 2500 West Community Reinvestment Area (CRA).**
- 11 b. **Proposed Resolution RDA23-04 authorizing the Executive**  
12 **Director to execute an interlocal agreement with Davis**  
13 **School District relating to the diversion of property tax for**  
14 **the Syracuse 2500 West Community Reinvestment Area**  
15 **(CRA).**
- 16 c. **Proposed Resolution RDA23-05 authorizing the Executive**  
17 **Director to execute an interlocal agreement with Mosquito**  
18 **Abatement District – Davis relating to the diversion of**  
19 **property tax for the Syracuse 2500 West Community**  
20 **Reinvestment Area (CRA).**
- 21 d. **Proposed Resolution RDA23-06 authorizing the Executive**  
22 **Director to execute an interlocal agreement with North Davis**  
23 **Sewer District relating to the diversion of property tax for**  
24 **the Syracuse 2500 West Community Reinvestment Area**  
25 **(CRA).**
- 26 e. **Proposed Resolution RDA23-07 authorizing the Executive**  
27 **Director to execute an interlocal agreement with Weber**  
28 **Basin Water Conservancy District relating to the diversion**

1 **of property tax for the Syracuse 2500 West Community**

2 **Reinvestment Area (CRA).**

3 A staff memo from the Community and Economic Development (CED) Department explained that before property  
4 taxes can be diverted for the 2500 West Community Reinvestment Area (CRA), an interlocal agreement is required to be  
5 entered into between the city RDA and each taxing entity. The interlocal agreement between each entity is very similar. City  
6 staff has met with each entity and presented the requested terms. The basic terms in the agreements are as followed:

- 7 • 60% property tax to the agency
- 8 • 40% property tax to the taxing entities
- 9 • \$20,000,000 cap
- 10 • 15 year project length
- 11 • No collection on new residential

12 Mayor Maughan opened the public hearing at 6:50 p.m.; there were no persons appearing to be heard and the  
13 hearing was closed.

14 BOARDMEMBER SAVAGE MOTIONED TO ADOPT PROPOSED RESOLUTION RDA23-03 AUTHORIZING  
15 THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH DAVIS COUNTY RELATING  
16 TO THE DIVERSION OF PROPERTY TAX FOR THE SYRACUSE 2500 WEST COMMUNITY REINVESTMENT  
17 AREA (CRA). BOARDMEMBER WATSON SECONDED THE MOTION; ALL VOTED AYE.

18 BOARDMEMBER SAVAGE MOTIONED TO ADOPT PROPOSED RESOLUTION RDA23-04 AUTHORIZING  
19 THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH DAVIS COUNTY SCHOOL  
20 DISTRICT RELATING TO THE DIVERSION OF PROPERTY TAX FOR THE SYRACUSE 2500 WEST COMMUNITY  
21 REINVESTMET AREA (CRA). BOARDMEMBER WATSON SECONDED THE MOTION; ALL VOTED AYE.

22 BOARDMEMBER SAVAGE MOTIONED TO ADOPT PROPOSED RESOLUTION RDA23-05 AUTHORIZING  
23 THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH MOSQUITO ABATEMENT  
24 DISTRICT – DAVIS RELATING TO THE DIVERSION OF PROPERTY TAX FOR THE SYRACUSE 2500 WEST  
25 COMMUNITY REINVESTMENT AREA (CRA). BOARDMEMBER WATSON SECONDED THE MOTION; ALL  
26 VOTED AYE.

27 BOARDMEMBER SAVAGE MOTIONED TO ADOPT PROPOSED RESOLUTION RDA23-06 AUTHORIZING  
28 THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERLOACAL AGREEMENT WITH NORTH DAVIS SEWER

Redevelopment Agency special meeting  
September 12, 2023

1 DISTRICT RELATING TO THE DIVERSION OF PROPERTY TAX FOR THE SYRACUSE 2500 WEST COMMUNITY  
2 REINVESTMENT AREA (CRA). BOARDMEMBER WATSON SECONDED THE MOTION; ALL VOTED AYE.

3 BOARDMEMBER SAVAGE MOTIONED TO ADOPT PROPOSED RESOLUTION RDA23-07 AUTHORIZING  
4 THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH WEBER BASIN WATER  
5 CONSERVANCY DISTRICT RELATING TO THE DIVERSION OF PROPERTY TAX FOR THE SYRACUSE 2500  
6 WEST COMMUNITY REINVESTMENT AREA (CRA). BOARDMEMER WATSON SECONDED THE MOTION; ALL  
7 VOTED AYE.

8

9 Mayor Maughan declared the meeting adjourned at 7:51 p.m.

10

11

12

13

14 \_\_\_\_\_  
Dave Maughan

15 Mayor

16

17 Date approved: \_\_\_\_\_

\_\_\_\_\_

Cassie Z. Brown, MMC

City Recorder



**INTERLOCAL COOPERATION AGREEMENT**  
**(DISPATCH SERVICES)**

This agreement is between Davis County, a Utah political subdivision (the “County”), and Syracuse City, a Utah municipal corporation (the “City”).

**Recitals**

- A. The parties are authorized to enter into in this agreement pursuant to the Utah Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the “Act”).
- B. The County provides dispatch services within the limits of Davis County through the 9-1-1 communications center (the “Center”), which is operated by the Davis County Sheriff’s Office (the “DCSO”).
- C. The City desires to benefit from the services of the County, the DCSO, and the Center as specified in this agreement.
- D. The County desires to permit the City to benefit from the services of the County, the DCSO, and the Center as specified in this agreement.

The parties therefore agree as follows:

1. Services.

- A. The County, through the DCSO and the Center, shall provide dispatch services and emergency dispatch services to the City for police, fire, and EMS services twenty-four hours per day, seven days per week, and three hundred and sixty-five days per year. These services shall include dispatching appropriate response units to and from an incident, acting as the central point of ordering and dispatching resources, and providing accurate incident reports. These services will be dispatched over the radio, 2-tone paging system, the Alpha-Numeric-Paging system, and the Station Pre-Alerting system.
- B. The County, through the DCSO and the Center, will utilize the UCA 800 MHz and 700 MHz radio system for all radio communications and will assign specific operations channel(s) (Ops) to be used upon dispatch.
- C. The County, through the DCSO, the Center, and the current Spillman CAD system, will maintain a record of all telephone and radio calls involving the City and record all call times and radio transmissions on the appropriate Police, Fire, and EMS incidents.
- D. The County, through the DCSO, shall provide contingency dispatch services and planning in the event that there is a disruption of services at the Center.
- E. The County, through the DCSO and the Davis County Human Resources Department, shall have and maintain the sole responsibility for the recruitment, employment, and supervision of the employees assigned to the Center. If the City has any personnel concerns regarding the Center, the City shall address such personnel concerns through the following chain of command: (a) the Center shift supervisor; (b) the Center manager; (c) the Center Director; (d) the Chief Deputy assigned to assist the Center; (e) the Sheriff; (f) the County Human Resources Director; and finally (g) the County Commission.

2. Equipment.

- A. All equipment located within the Center on or before June 30, 2017 is owned and will continue to be owned by the County (the “County Equipment”). As the owner of the County Equipment, the County shall derive all profits (e.g. revenues from sale, replacement, or otherwise) and all losses (e.g. expenses due to maintenance, replacement, or otherwise) regarding the County Equipment.
- B. On or after July 1, 2017, all equipment utilized for police, fire, and EMS dispatching is subject to the following:

- 1) Prior to equipment being connected to the County’s dispatching system for use, the entity or entities responsible for such equipment shall provide all requested records relating to the equipment to and obtain written approval from the Davis County Information Systems Director, Utah Communications Authority, the radio vendor (e.g. Motorola), and the County representative responsible for the County’s radios;
- 2) Upon approval as required in Section 2.2.1, it shall be the sole obligation and responsibility of the entity or entities responsible for the dispatching equipment to adequately and reasonably maintain such equipment, which may require being a party to a valid County maintenance agreement that covers the maintenance of such equipment;
- 3) Unless access to the dispatching equipment is necessary due to a bona-fide emergency (e.g. the dispatching equipment fails in a manner that precludes necessary dispatching services from being performed), the entity or entities responsible for the dispatching equipment and/or their employees, agents, contractors, or otherwise shall arrange access to the dispatching equipment with the County, through the DCSO and the Center, at least twenty-four hours in advance of the time they desire to gain access to the dispatching equipment. In the event of a bona-fide emergency, as much notice as reasonably possible shall be provided to the County, through the DCSO and the Center, and, upon receiving such notice, the County, through the DCSO and the Center, will permit access to the dispatching equipment; and
- 4) Notwithstanding anything herein to the contrary, the County has no obligation to maintain and shall not be responsible or held responsible for maintenance, replacement, or any other expenses arising from, in connection with, or relating in any way to such dispatching equipment.

This section shall survive the termination of this agreement.

3. **Compensation.** For the 2023 fiscal year (July 1, 2023 through June 30, 2024), the City shall pay the County as follows for the services provided by the County to the City under this agreement:

- A. The City fire fees are calculated by the number of calls for each city/agency utilizing a five-year average (See Table Below):

**SYRACUSE CITY FIRE**

| <b><u>2018</u></b> | <b><u>2019</u></b> | <b><u>2020</u></b> | <b><u>2021</u></b> | <b><u>2022</u></b> | <b><u>Total</u></b> | <b><u>5 Year Average</u></b> | <b><u>Price Per Call</u></b> | <b><u>Total (July 2023 – June 2024)</u></b> |
|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|------------------------------|------------------------------|---------------------------------------------|
| 1,013              | 1,044              | 1,186              | 1,330              | 1,484              | 6,057               | 1,211                        | \$34.42                      | \$41,682.62                                 |

- B. The City police fees are charged per officer (See Table Below):

**SYRACUSE CITY POLICE**

| <b><u>Officers</u></b> | <b><u>Price Per Officer</u></b> | <b><u>Total (July 2023-June 2024)</u></b> |
|------------------------|---------------------------------|-------------------------------------------|
| 27                     | \$2,651.19                      | \$71,852.13                               |

The City shall pay to the County the obligations set forth in Subsections 3.A and 3.B of this agreement in equal monthly payments within thirty calendar days of receipt of a monthly invoice from the County.

4. **Effective Date of this Agreement.** The Effective Date of this agreement shall be on the earliest date after this agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the “Effective Date”).



5. Term of Agreement. The term of this agreement shall begin as of July 1, 2023 and shall, subject to the termination and other provisions set forth herein, terminate at the conclusion of June 30, 2024 (the “Term”). The parties may, by written amendment to this agreement, extend the Term of this agreement; however, this agreement may not extend more than fifty years from the commencement of the Term.
6. Termination of Agreement. This agreement may be terminated prior to the completion of the Term by any of the following actions:
  - A. The mutual written agreement of the parties;
  - B. By either party:
    - 1) After any material breach of this agreement; and
    - 2) Thirty calendar days after the non-breaching party sends a written demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
    - 3) After the written notice to terminate this agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this agreement;
  - C. By either party, with or without cause, six months after the terminating party mails a written notice to terminate this agreement to the non-terminating party pursuant to the notice provisions of this agreement; or
  - D. As otherwise set forth in this agreement or as permitted by law, ordinance, regulation, rule or similar authority.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE PARTIES AND THE PARTIES SHALL EACH HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, AT ANY TIME UPON WRITTEN NOTICE TO THE OTHER PARTY, IF ANNUAL APPROPRIATIONS, AS PART OF THE PARTY’S ANNUAL PUBLIC BUDGETING PROCESS, ARE NOT MADE BY THE PARTY TO ADEQUATELY OR SUFFICIENTLY PAY FOR THE OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT FURTHER OBLIGATION OR LIABILITY TO THE TERMINATING PARTY UNDER THIS AGREEMENT.

7. Notices. Any notices that may or must be sent under the terms and/or provisions of this agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

|                                                                                                                          |                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| <u>To the City:</u><br>Syracuse City<br>Attn: Brody Bovero, City Manager<br>1979 West 1900 South<br>Syracuse, Utah 84075 | <u>To the County:</u><br>Davis County<br>Attn: DCSO Administrative Chief Deputy<br>P.O. Box 618<br>Farmington, UT 84025 |
|--------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|

8. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the Governmental Immunity Act of Utah, which is codified at Sections 63G-7-101 through 63G-7-904, Utah Code Annotated. Nothing herein is intended to waive or modify any rights, defenses or provisions of the parties provided in the Governmental Immunity Act of Utah. Officials, employees, and/or volunteers who perform services arising from, in connection with, or relating to this agreement shall be deemed officials, employees, and/or volunteers of the party directing their services for purposes of this agreement and the Utah Governmental Immunity Act, even if the services are performed outside of the territorial limits of such party. Each party shall be responsible for and shall defend the actions and/or omissions of its own

officials, employees, and/or volunteers, which arise from, are in connection with, or relate relating to this agreement, whether negligent or otherwise. The section shall survive the termination of this agreement

9. No Separate Legal Entity. No separate legal entity is created by this agreement.
10. Review; Approval; and Filing. This agreement shall be submitted to an authorized attorney for each party for review in accordance with Section 11-13-202.5 of the Act. This agreement shall be approved by the executive or the executive body or each party in accordance with Section 11-13-202.5 of the Act. A fully executed version of this agreement shall be filed with the keeper of records for each party in accordance with Section 11-13-209 of the Act.
11. Benefits. The parties acknowledge, understand, and agree that each of their respective officials, employees, and volunteers are not in any manner or degree officials, employees, or volunteers of the other party and shall have no right to and shall not be provided with any benefits from the other party. The County's officials, employees, and/or volunteers, while providing or performing services under or in connection with this agreement, shall be deemed officials, employees, and/or volunteers of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. The City's officials, employees, and/or volunteers, while providing or performing services under or in connection with this agreement, shall be deemed officials, employees, and/or volunteers of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
12. Waiver. The rights of and available to each of the parties under this agreement may only be waived or released by an instrument in writing that is signed by the party whose rights will be diminished or adversely affected by such waiver or release.
13. Entire Agreement, Amendment. This agreement, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this agreement. Unless otherwise set forth in this agreement, this agreement supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this agreement. An amendment to this agreement is only effective if it is in writing and signed by both parties.
14. Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required under this agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, pandemics, epidemic, or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under this agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed party.
15. Assignment Restricted. The parties agree that neither this agreement nor the duties, obligations, responsibilities, or privileges in this agreement may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the parties. Any purported transfer in violation of this section will be void.
16. Choice of Law. Utah law governs any action, suit, claim, investigation, or proceeding, whether in a judicial, administrative, or alternative dispute resolution forum, brought by one party against the other party arising out of, in connection with, or relating to this agreement.
17. Severability. The parties acknowledge that if a dispute between the parties arise out of, in connection with, or relating to this agreement or the subject matter of this agreement, then the parties desire the decision maker to interpret this agreement as follows:

- A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
- B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.

18. Counterparts. This agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same agreement.

Each party is signing this agreement on the dates set forth below.

|                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>SYRACUSE CITY</b></p><br><br><p>_____<br/> Mayor<br/> Dated: _____</p> <p>ATTEST:</p><br><br><p>_____<br/> Recorder<br/> Dated: _____</p> <p>REVIEWED AS TO PROPER FORM AND COMPLIANCE<br/> WITH APPLICABLE LAW:</p> <p>_____<br/> Attorney<br/> Dated: _____</p> | <p><b>DAVIS COUNTY</b></p><br><br><p>_____<br/> Chair, Board of County Commissioners<br/> Dated: _____</p> <p>ATTEST:</p><br><br><p>_____<br/> Clerk/Auditor<br/> Dated: _____</p> <p>REVIEWED AS TO PROPER FORM AND COMPLIANCE<br/> WITH APPLICABLE LAW:</p> <p>_____<br/> Attorney's Office<br/> Dated: _____</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



# COUNCIL AGENDA

## October 10, 2023

Agenda Item #7

Amendment to Chapter 3.45 of the Syracuse City Code- Syracuse Arts Council

### ***Background***

Any questions regarding this matter may be directed to Mayor Dave Maughan, City Manager Brody Bovero, or Parks & Recreation Director Kresta Robinson.

Suggestions have come forth through the Art Council to broaden the reach of potential board members for the Syracuse Arts Council Board in order to take advantage of the talent, energy, and willingness of individuals outside of the City to help make productions successful.

### ***Proposed Ordinance Amendment***

The proposed ordinance changes the composition of the Arts Council Board so that at least 2/3rds of the Board are residents of Syracuse City. The current ordinance requires all board members to be residents.

### ***Discussion Goals and Possible Action Item***

1. Discuss the proposed amendment.
2. Give direction to the Administration on amendments to Chapter 3.45 and take possible action approving amendments.

**ORDINANCE NO. 2023-22**

**AN ORDINANCE AMENDING SYRACUSE CITY MUNICIPAL CODE SECTION 3.45 RELATED TO THE SYRACUSE CITY ARTS COUNCIL.**

**WHEREAS**, the City Council has the authority, pursuant to state law, to enact and amend legislation to promote the interests of the City; and

**WHEREAS**, the City has enacted Syracuse City Municipal Ordinance (“SCMO”) section 3.45 which created the Syracuse Arts Council recognizing the importance of the arts in a community and encouraging interaction among its citizens in service and social events; and

**WHEREAS**, there is a proposed text amendment to SCMO section 3.45 to update the composition of the Syracuse Arts Council Board to insure a minimum number of members are residents of Syracuse City; and

**WHEREAS**, the City Council reviewed and discussed the proposed amendments at a properly noticed public meeting on October 10, 2023, where the public had an opportunity to address the City Council in open comments; and

**WHEREAS**, the City Council finds that the amendments to SCMO sections 3.45, as proposed, are in the best interests of the City.

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

**Section 1. Amendment.** Syracuse City Municipal Ordinance Code Section 3.45 is hereby amended as shown in and attached as “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 immediately after publication or posting.

**(signatures appear on separate page)**

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY,  
STATE OF UTAH, THIS 10<sup>th</sup> DAY OF October, 2023.**

**SYRACUSE CITY**

ATTEST:

---

Cassie Z. Brown, MMC  
City Recorder

---

Mayor Dave Maughan

Voting by the City Council:

“AYE” “NAY”

|                       |       |       |
|-----------------------|-------|-------|
| Councilmember Bingham | _____ | _____ |
| Councilmember Carver  | _____ | _____ |
| Councilmember Savage  | _____ | _____ |
| Councilmember Teague  | _____ | _____ |
| Councilmember Watson  | _____ | _____ |

## **Exhibit A**

## Chapter 3.45

### SYRACUSE CITY ARTS COUNCIL

Sections:

- 3.45.010 Purpose.
- 3.45.020 Syracuse City Arts Council Board.
- 3.45.030 Organization and procedures.
- 3.45.040 Duties and responsibilities.
- 3.45.050 Syracuse City responsibilities.
- 3.45.060 Definitions.

#### **3.45.010 Purpose.**

The City of Syracuse recognizes the importance of the arts in a community. It values promoting culture and activities that encourage interaction among its citizens in service and social events that unify residents and encourage pride in the City and relationships among the citizens. The City recognizes that the growth of the Arts in the community provides a variety of opportunities for its citizens to be both patrons and participants, not necessarily all encompassed in every event. [Ord. 21-08 § 1 (Exh. A); Ord. 11-07 § 1 (Exh. A); Code 1971 § 3.09.010.]

#### **3.45.020 Syracuse City Arts Council Board.**

A Syracuse City Arts Council Board is hereby established by the City with the following provisions:

(A) Board Composition. The Board shall consist of members appointed by the Mayor in accordance with subsection (B) of this section and a member of the Recreation Department staff assigned by the Department Director to oversee the Syracuse City Arts Council activities.

(B) The Mayor shall appoint Board members with the advice and consent of the City Council, except for the member of the Recreation Department staff. At least two-thirds of the members of the Board must live within the Syracuse City limits.

(C) Prospective Board members shall submit a letter of interest to the Arts Council, which may recommend them for service in a specific assignment. All citizens of Syracuse are welcome to submit for open positions or show interest at any time. Each Board member should demonstrate interest, competence, and knowledge in the operation and functions of the Syracuse City Arts Council.

(D) Terms of Office. The terms of office for Board members, who are not members of the Recreation Department, shall be four years. These members' terms shall be staggered so that no more than 25 percent of the members' terms expire at the same time. The term of office for the Recreation Department staff designated as a member of the Board should be as determined by the Department Director. Appointments to the Board should be made no later than the first City Council meeting in September of each year, and shall be filled as quickly as practicable when a vacancy arises due to resignation. In circumstances where appointments are not made prior to the first City Council meeting in September of each year, said appointments shall be made as soon as reasonably possible thereafter.

(E) Council Liaison. The City Council shall appoint one of its members to serve as Liaison to the Board. The advisor shall attend the meetings of the Board, advise and act as a liaison to the City Council regarding the Board, and participate in meetings as provided in this section, with no power to vote thereon.

(F) Removal. Members shall serve at the pleasure of the City and the City Council may remove Board members at any time by majority vote.

(G) Vacancies. Midterm vacancies of appointed Board members occurring for any reason shall be filled for the remainder of the unexpired term by appointment of the Mayor, with the advice and consent of the City Council, in accordance with the procedures for appointment set forth herein. The Mayor may receive names for consideration for appointment to the Board from the Board Chair or Council Liaison. The City Council shall have the right to remove any member of the Board for misconduct and/or nonperformance of duty. Nonperformance of duty shall include a repeated failure to attend Board meetings. Any appointed Board member who has failed to attend without



previously approved excuse for three consecutive meetings may be declared by the City Council to have resigned the position by abandonment.

(H) Compensation. Members shall serve without compensation, and all services performed shall be deemed “voluntary services” for purposes of the Utah Governmental Immunity Act. Members shall be deemed “volunteers” for purposes of City ordinances, rules, regulations, and policies concerning personnel, except that the Board shall provide for reimbursement of actual expenses incurred upon prior approval, or for reasonable and necessary expenses incurred in the performance of their duties as determined appropriate by the City Council and upon presentation of proper receipts and vouchers. All expenses shall be consistent with the City’s purchasing policy and subject to administrative rules as established by the City Administrator.

(I) Quorum. The Board shall not conduct official business on behalf of the Syracuse City Arts Council, except in the presence of a properly constituted quorum. A quorum shall consist of a majority of the appointed members, with at least two in attendance being members of the Executive Board. Participation through electronic means shall be adequate for creating a forum and voting on Syracuse City Arts Council matters.

(J) Rules. The Board may adopt bylaws and/or reasonable rules and regulations in accordance with the provisions set forth herein for governing the conduct of its business. All such rules and regulations shall be submitted to the City Council for review and approved by resolution of the City Council. [Ord. 21-08 § 1 (Exh. A); Ord. 13-16 § 1; Ord. 11-07 § 1 (Exh. A); Ord. 09-11 § 2; Code 1971 § 3.09.020.]

### **3.45.030 Organization and procedures.**

The organization and structure of the Syracuse City Arts Council Board shall be as follows:

(A) Executive Board. An Executive Board is organized with the following members, all of whom also participate in Board meetings as voting members:

- (1) Chairperson, who is elected annually by the Board;
- (2) Vice-Chair, who is the member of the Syracuse Recreation Department assigned to the Board;
- (3) Secretary, who is elected annual by the Board; and
- (4) Treasurer, who is elected annually by the Board.

(B) Chairperson and Vice-Chair. Voting members of the Board shall elect one of its members as Chairperson. The Chairperson shall be a voting member of the Board and shall oversee the proceedings and activities of the Board. The Recreation Department staff member shall act as Vice-Chair and, in the event the Chairperson is unable to attend the meeting, as Chair Pro Tem. The Vice-Chair shall only vote in the event of a tie vote. The elected Chairperson shall serve a term of one year. The Chairperson may be reelected annually during the Board’s September meeting.

(C) Secretary and Treasurer. The Board shall elect from among its members a Secretary and Treasurer to serve on the Executive Board, during annual elections held each year in September.

(D) Administrative and Activity Chairs. Other Board members shall serve as either administrative or activity chairs, and participate as voting Board members. Chairs are appointed by majority vote by the Board. Chairs include:

- (1) Administrative Chairs, which lead functions such as but not limited to: fundraising, sponsorships, advertising, grant writing, and publicity coordination.
- (2) Activity Chairs, which lead program activities such as theater, music and youth programs.
- (3) Other chairs may be established by the Board if a program establishes continued activity. Such chairs, if not members of the Board, may be appointed to be voting Board members by the Mayor in accordance with SCC 3.45.020.

(E) Volunteers. The Board may by majority vote appoint volunteers to work in and aid in the operation of the Syracuse City Arts Council. Any member of the community may serve on individual activity committees led by the Board members. Volunteer non-Board members need not be residents of Syracuse to serve in this capacity.

(F) Meetings. The Board shall meet no less than once quarterly, but is expected to meet monthly with the exception of July and December. Meetings shall be conducted in accordance with the open and public meetings laws of the state of Utah, including public notification of meeting place, time, and agenda items. The Board shall keep a public record of its proceedings, and all minutes of the meetings and decisions of the Board shall be filed in the office of the City Recorder as public records. [Ord. 21-08 § 1 (Exh. A); Ord. 11-07 § 1 (Exh. A); Code 1971 § 3.09.030.]

**3.45.040 Duties and responsibilities.**

It shall be the duty of the Board to act in an advisory and volunteer capacity to the City Council regarding the administration and operation of the Syracuse City Arts Council, including, but not limited to, the following:

(A) Prepare and recommend for approval by the City Council a long-range plan, including goals for the Syracuse City Arts Council, review the adopted long-range plan on an annual basis, and recommend any updates or changes to said plan;

(B) Recommend and implement programs, policies, financing, funding, legislation, and other measures, programs, or activities for the administration and operation of the Syracuse City Arts Council consistent with the goals of the long-range plan;

(C) The Council Liaison shall make regular reports of upcoming activities, events and annual plans to the City Council;

(D) Prepare and recommend for approval by the City Council appropriate rules and procedures for the use, administration, and operation of the Syracuse City Arts Council and its programs and activities;

(E) Identify the collaborative cultural arts needs of Syracuse City and implement strategies to address said needs;

(F) Facilitate the presentation of a variety of arts-related events in Syracuse;

(G) Keep records of Syracuse City Arts Council proceedings and make them available for inspection by the public at all reasonable times;

(H) Partner with selected community arts organizations to pursue funding to support the arts in Syracuse;

(I) Assist in the dissemination of news to recognize and promote arts in the community. [Ord. 21-08 § 1 (Exh. A); Ord. 11-07 § 1 (Exh. A); Code 1971 § 3.09.040.]

**3.45.050 Syracuse City responsibilities.**

Syracuse City may provide use of City facilities for operations, displays, and events organized and administered by the Syracuse City Arts Council. The City shall provide liability insurance and computer technical and staff support when necessary. Use of City employees or other City resources shall be requested and approved by a majority vote of the City Council. [Ord. 21-08 § 1 (Exh. A); Ord. 11-07 § 1 (Exh. A); Code 1971 § 3.09.050.]

**3.45.060 Definitions.**

(A) "Design art" means art that is both functional and aesthetically pleasing, including, but not limited to, all forms of commercial art, product design, and architecture.

(B) "Folk art" means art originating among the common people of a nation or region and usually reflecting their traditional culture, especially everyday or festive items produced or decorated by unschooled artists.

(C) "Literary art" means written works, such as fiction, poetry, or nonfiction, that go outside the bounds of normal professional, journalistic, academic, and technical forms of literature. Works that fall into this category include novels, epics, short stories, stories, poems, screenwriting and playwrighting.

(D) "Performing arts" means arts, such as dance, drama, and music, that are performed before an audience.

(E) “Visual arts” means art forms that create works that are primarily visual in nature, such as ceramics, drawings, paintings, sculptures, printmaking, and modern visual arts (e.g., photography, video, and filmmaking). [Ord. 21-08 § 1 (Exh. A); Ord. 11-07 § 1 (Exh. A); Code 1971 § 3.09.060.]