



## PUBLIC STATEMENT ON AUGUST 5, 2019 GEPHARDT SEGMENT

On August 5<sup>th</sup>, Channel 2 News aired a segment on Get Gephardt involving Syracuse resident Chad Scholer, who claims Syracuse City promised him the construction of an 80-acre park, plus \$500 in exchange for an easement to allow the City to run a water line through the side yard of his property.

While the City respects the format of the Gephardt program, it comes with a realization that the investigation was not a complete one. For example, Mr. Gephardt's team never requested copies of public documents or agreements from the City, nor was there any research presented on the discussions at City Council meetings regarding Jensen Nature Park. The issues surrounding the purchase, funding, sale of land, and construction of Jensen Park took place in public meetings over the course of several years (primarily between 2002 and 2011) and are publicly available for anyone to see. As such, the Gephardt program had full access to the documentation but did not choose to research it. We would expect a journalist to fact check and verify claims made by each side. We are assuming this was an oversight but it resulted in an incomplete picture of this issue.

Knowing all of this, Syracuse City feels that the Gephardt segment leaves questions in citizens' minds about this particular claim by Mr. Scholer. In an effort to answer some of the more frequently asked questions, we would like to clarify the issues with the following answers:

### **1. What was included in the legal agreement between Mr. Scholer and the City?**

In 2006, the City and Mr. Scholer entered into an agreement whereby Mr. Scholer allowed the city to run a water line in his side yard. This water line feeds the fountain at the entrance of Jensen Nature Park. Mr. Scholer was not obligated to sign this contract. He reviewed the content of the contract and agreed to the terms willingly, a fact that he has acknowledged in a public meeting. In exchange, Mr. Scholer agreed to a sum of \$500. The City fulfilled its promise to Mr. Scholer by paying the \$500. The Gephardt segment indicated that the \$500 was barely enough to install the grass. It is our understanding today, however, that the City also paid for and planted new sod and replaced Mr. Scholer's fence after the pipe was installed.

**2. Could a City official make a binding agreement with Mr. Scholer for an 80-acre park?**

The short answer is “No”. The construction of an 80-acre park would require a commitment of multiple millions of taxpayers’ dollars. A commitment such as this could only be made in a City Council meeting that is open to the public. The contract signed in 2006 by the City and Mr. Scholer does not even mention the park. While the City Council meeting minutes from 2002 to 2011 include deliberation regarding the planning, funding, and construction of a park (which would later be known as Jensen Nature Park), there is no mention of a promise or agreement with Mr. Scholer regarding the park. Any representative of the City communicating such a commitment to Mr. Scholer, without City Council approval would be unauthorized to do so. The bottom line is that the park was not part of the agreement that was presented to and signed by Mr. Scholer.

**3. Many citizens received a hand drawn plan for an 80 acre park. Wasn’t that a promise of a park?**

Plans and ideas are often shared with citizens to get feedback and input, to verify support to go forward, to notify affected residents and more. A commitment requires a majority vote of elected officials in a publicly noticed meeting. Records are required for all public meetings. In this particular case, no such commitments were ever made by the Council.

**4. Why did the City only build 20 acres of the park, not the full 80 acres?**

These decisions took place long before our City’s current administration. What we know today as Jensen Nature Park was originally the first phase of a larger planned 80 acre park. While the full reasoning can be followed through reading City Council meeting minutes, the primary issues boiled down to 1) lack of funding and 2) the impending arrival of the West Davis Highway. Syracuse’s beautiful Jensen Nature Park opened in 2006 with a small fishing lake, waterfalls, running streams, and walking trails. Between 2006 and 2011, the City experienced a dramatic drop in revenue due to the Great Recession of 2008. This delayed the possibility of developing the remaining acreage. Furthermore, UDOT indicated to the City that a portion of that land would likely be needed for the West Davis Highway. With the City facing a highway that would bisect the park, along with a lack of funding to construct it, the Council in 2011 made the decision to sell the remaining land with intent to put the proceeds toward development of other parkland in the City.

**5. What did the City do with the money from the sale of land south Jensen Park?**

In 2011, the City sold the land to Irben Development LLC for total price of \$1,969,400. The proceeds of that sale were deposited in the City’s Parks & Trails Development Fund, which is earmarked to only be used for the development of parks, trails, and open space in Syracuse. Since 2011, the

City has used funding from this account to make park and trail improvements, including the completion of Tuscany Park, Monterey Trail, and Syracuse Island – the new interactive water park. The City has also acquired 50 acres of land at the corner of Gentile and 2000 West and made plans to develop it into a park, which would fulfill the intended planned activities of the land that was sold. Currently, there is \$2.3 million in the fund for future park development.

**6. Were the City officials in the back pockets of land developers?**

The short answer is “No”. This question insinuates illegal or unethical intent or behavior on the part of City officials. There has been no evidence of any wrongdoing by any Syracuse City official. In fact, the County Attorney’s office and the State Attorney General’s office were asked by a few residents to investigate whether there was wrongdoing by the City. After careful investigation, both entities saw no evidence of illegal activity. In Syracuse we strive for transparency and openness in all our activities and regret that this television segment has created an unsubstantiated negative perception in our community.

**7. What benefit did Mr. Scholer get from this deal, other than the \$500?**

The Syracuse Jensen Nature Park has become one of the most popular and prized open spaces in the City. The City feels that Mr. Scholer benefited in two primary ways. First, his residence is less than one block away, and he has been able to enjoy the open space and trails at Jensen Nature Park due to the proximity and ease of access to the park. Secondly, the park has increased his and others’ property values. The City feels that the investment of Jensen Nature Park has not only improved the quality of life, but has also increased the wealth of citizens throughout the community because it has increased property values. From a community perspective, the City feels that the return on investment was well worth the expense for the project.

**8. What is this easement that Mr. Scholer granted to the City?**

Easements are extremely common. There are many easements in the city, neighboring cities, the state, and nation. The vast majority of easements do not include compensation. While an easement does place some restrictions on one’s land, the owner can still use the land so long as it doesn’t interfere with the operation or maintenance of the utility lines. For example, owners can plant a garden, locate a shed, or park vehicles in the easement. They would just need to allow the City to work on the utility line if needed. The easement that Mr. Scholer provided is no different, only he was compensated by the City for it. In fact, many homeowners may not realize that it is likely that they have similar easements along the side or back yard of their homes, especially if their home was built in the last 10-15 years. Most homeowners do not get compensated for an easement because it was already factored into the purchase price of the home, and is necessary to serve the new development.

**SUMMARY:**

Despite the brief and incomplete investigation by the aired segment, we hope that these substantiated facts will help whomever is interested in pursuing the truth. The City of Syracuse has nothing to hide, as all of the City's actions have been legal and performed in the eye of the public. We take umbrage with any entity or person who accuses the City of malfeasance without basis in fact. While many signers of contracts throughout the ages may later regret their decision, this in no wise places the other party under obligation to renegotiate the contract after the fact. Syracuse City is confident that the contract was fulfilled, and all parties were dealt with fairly and justly. Mr. Scholer is a valued member of the city and it is the hope of the City that we can all move forward together.