



AGENDA – City Council Meeting - Amended
Mayor Jim Miller
Mayor Pro Tempore Michael McOmber
Council Member Christopher Carn
Council Member Ryan Poduska
Council Member Chris Porter
Council Member Stephen Willden

CITY OF SARATOGA SPRINGS
Tuesday, December 5, 2023, 6:00 pm
City of Saratoga Springs Council Chambers
1307 North Commerce Drive, Suite 200, Saratoga Springs, UT 84045

1. Call to Order.
2. Roll Call.
3. Invocation / Reverence.
4. Pledge of Allegiance.

ELECTION CANVASS

1. Saratoga Springs General Municipal Election Canvass; Resolution R23-55 (12-5-23).

POLICY MEETING

1. Presentation: Oath of Office – Nicolette Fike, City Recorder.
2. Public Input – This time has been set aside for the public to express ideas, concerns, and comments for subject matter not listed on this agenda.

REPORTS:

1. Mayor.
2. City Council.
3. Administration: Ongoing Item Review.
4. Department Reports: Public Works/Engineering, Community Development.

PUBLIC HEARINGS:

The Council will accept public comment and may approve the following items:

1. Budget Amendments FY 2023-2024; Resolution R23-56 (12-5-23).

CONSENT ITEMS:

For the following matters, the Council may approve these items without discussion or public comment and may remove an item to the Business Items for discussion and consideration.

1. Acceptance of the 2023 Audit.
2. Planning Commission Appointments, Virginia Mann, Reed Ryan, and Jack Mangum; Resolution R23-57 (12-5-23).
3. Library Board Appointment, Meredith Sanger McNett; Resolution R23-58 (12-5-23).
4. Fire Station Expansion Proposal for Design Services; Resolution R23-59 (12-5-23).
5. 2024 City Council Annual Meeting Schedule; Resolution R23-60 (12-5-23).
6. Drinking Water Booster Station 8 Award of Contract, Condie Construction; Resolution R23-61 (12-5-23).

7. Mountain View Corridor (MVC) Extension Project Contract Amendment CO #32, Red Pine Construction; Resolution R23-62 (12-5-23).
8. City Council Meeting Minutes: November 19, 2023.
9. Healthy Utah Community Designation; Resolution R23-63 (12-5-23).
10. Municipal Court Recertification; Resolution R23-64 (12-5-23).
11. FY 2024 Fraud Risk Assessment; Resolution R23-65 (12-5-23).
12. The Viviano at Saratoga Springs Phase 1, Property Reserve, Inc. Reimbursement Agreement; Resolution R23-67 (12-5-23).
13. Avative Franchise Settlement Agreement Terms and Resolution Granting Authority for City Manager to Enter Into Settlement Agreement; Resolution R23-68 (12-5-23).

BUSINESS ITEMS:

The Council will discuss (without public comment) and may approve the following items:

1. Amendment to Fee Schedule for Garbage/Recycling Cans, Construction Water and Sewage Treatment Rates; Resolution R23-66 (12-5-23).
2. Stevenett Development Agreement, Shaun Stevenett Applicant, 1751 North Redwood Road; Ordinance 23-43 (12-5-23).
3. Northshore Commercial Parking Determination, Elizabeth Cole Applicant, 659 North Saratoga Road.
4. North Cove Development Agreement - Proposed Phasing Plan.

CLOSED SESSION:

Motion to enter into closed session for any of the following: purchase, exchange, or lease of real property; discussion regarding deployment of security personnel, devices, or systems; pending or reasonably imminent litigation; the character, professional competence, or the physical or mental health of an individual.

APPRECIATION OF SERVICE to Council Members Chris Porter and Ryan Poduska.

ADJOURNMENT

Date Posted: November 29, 2023

Cindy LoPiccolo, MMC, City Recorder
City of Saratoga Springs, State of Utah

Meetings are streamed live at <https://www.youtube.com/c/CityofSaratogaSprings>

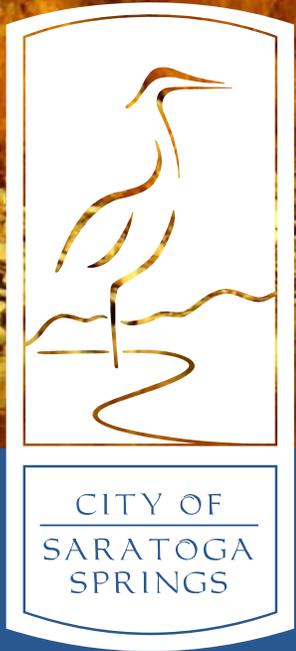
Questions and comments to staff and/or Council may be submitted to comments@saratogaspringscity.com

Supporting materials are available for inspection on the Saratoga Springs City website at www.saratogaspringscity.com.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Recorder at 801.766.9793 at least two days prior to the meeting.

One or more council members may participate by electronic telecommunication means such as phone, internet, etc. so that they may participate in and be counted as present for all meeting purposes, including the determination that a quorum is present.

The order of the agenda items are subject to change by the Mayor.



Public Works 2023 Q4 Update



Parks Division

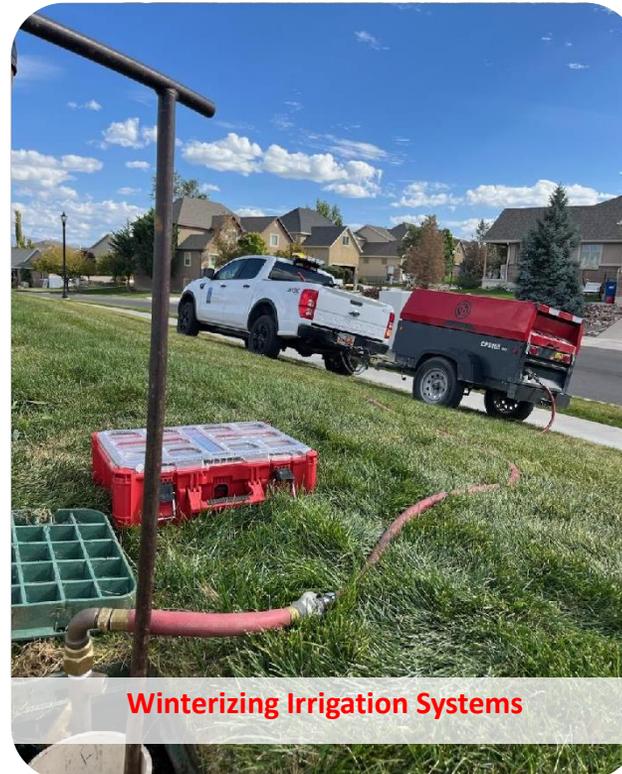
Recent Accomplishments

- All irrigation systems winterized and all restrooms winterized. Neptune and West side of Patriot remain open with supplemental heating.
- Completed the Tree Replacement Program.
- Signage with QR codes for information to the public, Restroom conditions, field schedules, and working on more.
- WeatherTRAK smart Controller install at Talus A Park
- Shrub bed revamp at Triton Park
- Drainage system install at east side of Shay Park
- Rehabilitating soccer fields.
- Pickle ball windscreen install.

Upcoming Projects

- UNLA training
- Irrigation Association Certifications
- WeatherTRAK training
- Snow Removal
- Complete 200+ work orders.
- CUWCD WeatherTRAK grants
- Tree City USA program

City Works (Sep-Nov) **Work Orders – 232** **Service Requests - 9**



Winterizing Irrigation Systems



Annual Tree Replacement Program



Water Division

Fixed Network Meter Read System

- Finalize Software update from MVRS to FCS
- Install two new Collector Towers for fixed network
- Fixed network mitigation of no reads- Ongoing

Water Projects

- Annual Dam inspection - no issues identified
- Annual Sanitary survey - no issues
- Winterize of IP system
- Filter cleaning/low-pressure
- Pond algaecide treatment
- PI well 2-3-5-booster 31 repair
- Fire hydrant repair inspection with fire department/public works created in Cityworks on going
- Mechanical seals replaced at marina pump station and booster 5-N
- Sampling mapping integration to Cityworks

Upcoming

- Hire and Train four new employees
- Gear up for secondary pond cleaning
- PI 31/PI eight/marina/PI five pump repairs
- Fencing for PI four/ PI 31
- Winterize/maintenance crossovers
- EPA service line audit/EPA spot check areas audit/Lead and copper - 80% done

City Works (Sep-Nov)

- **Work Orders – 756 (748 drinking water, 8 secondary)**
- **Service Requests – 102 (50 drinking water, 52 secondary)**
- **Blue Stake Requests – 3,648**
- **Keeping up with New Meter Installs – 267 New Meter Install WOs**



Irrigation Pond Winterizing and Cleaning



Sewer Division

Recent Sewer Projects

- City generators annual servicing - EMC
- Identified manholes to be lined
- Work on cleaning oil water separators
- Work with Bowen & Collins on bidding manhole lining project
- Platform & Forklift training

Sewer Goals in the next few months

- Work on cleaning oil water separators.
- Lift Station Maintenance/Housekeeping.
- Hire new employees.
- Work on protocol with Storm Water.
- Lift Station #7 new generator install.
- Installation of sewer drain line for Fire Station #262, Ring Road.

City Works (Sep-Nov)

- **Work Orders – 38**
- **Service Requests – 3**



Lift Station Maintenance



Biotifx - Biologic Odor Treatment



Electrical Division

Recent Accomplishments

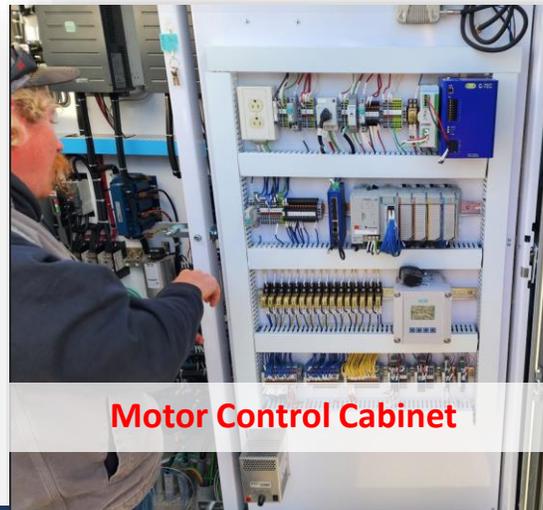
- Replaced service disconnect at Sec Well 2
- Completed RTD cannon plug installation at marina
- Trenched and replaced conduit at multiple street light locations due to construction damage
- Replaced or repaired multiple contractor damaged street light feeds
- Replaced HMI and added high pressure shutdown functionality in church booster
- Completed majority of commissioning at new DW Well 7. This included troubleshooting of communication, flow meters, and chlorination system
- Made modifications to Pony Express X Foothill/Mountain view Corridor intersection heads to eliminate potential vehicle conflict and improve flow
- Began benchmarking Apprentice Electrician position
- Replaced all LED lights at Crossroads X Commerce intersection

Upcoming Goals

- Fill open Electrician position
- Install/uninstall holiday garlands/flags
- Install new LED heads and administer painting of old poles
- Replace enclosure air conditioner at lift station 2 (Posies)
- Replace generator at lift 7

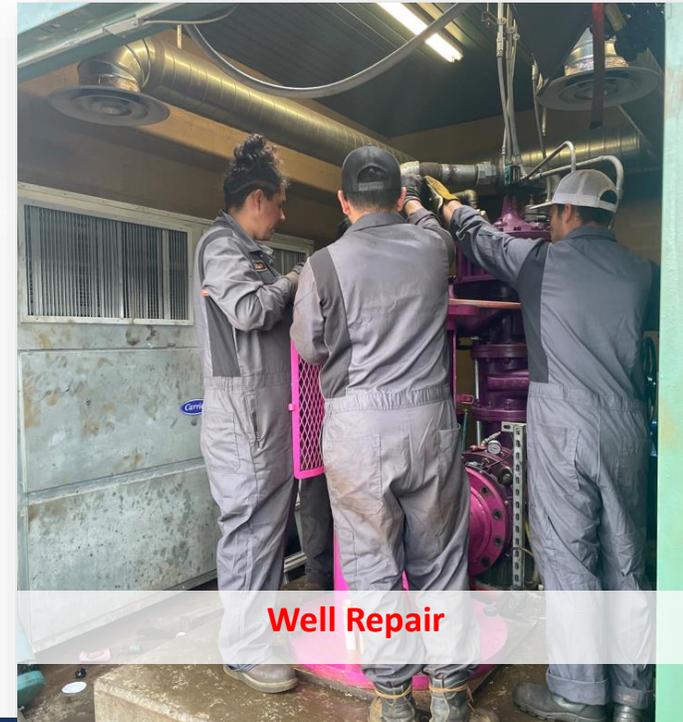


New Power Feed



Motor Control Cabinet

City Works (Sep-Nov)
Work Orders – 72
Service Requests – 21



Well Repair



Storm Water Division

Recent Stormwater Projects

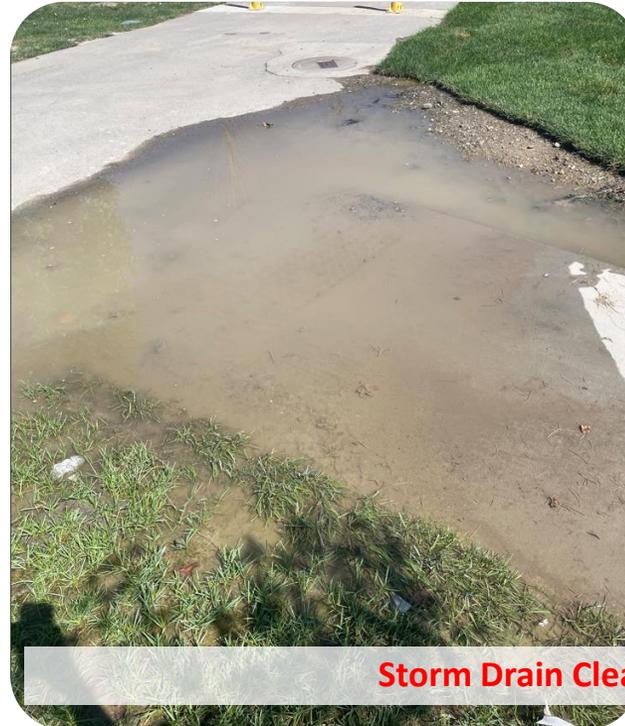
- Coordinated with the GIS Division to transfer City Facility Inspection tracking to Cityworks.
- Continue to perform construction site inspection (112 currently active sites).
- 100% current on High Priority City Facility Site Inspections.

Stormwater Goals in the next few months

- Coordinate with the Sewer Division to develop protocols for storm drain maintenance throughout the City.
- Train new staff members on City protocols and inspection techniques.
- Continue to improve drafts and make refinements of Storm Water SOPs and operational guidelines.

City Works (Sep-Nov)

- **Work Orders – 24**
- **Service Requests – 0**



Storm Drain Cleaning and Maintenance



Streets Division

Recent Projects

- Finish the sweeper program
- Fire Department Stormwater project (Rain Gutter)
- Crack seal/ Gap Patch (Mastic)
- Roadway striping project for Boyer, Next to Costa Vida and Chili's
- Multiple New signs install exhibits/ Engineering projects
- Concrete Collars Removed and Replaced Finished (70)Total

Upcoming Projects

- Police Department Parking lot extension
- Trail connection Harvest Moon Dr.
- South Fire Sewer Line install
- Snow removal Season Underway

City Works (Sep-Nov)

- **Work Orders – 54**
- **Service Requests - 5**



City Wide Annual Restriping



Concrete Repairs



Public Improvements Division

Active Projects

- Foothill Blvd/MVC Extension (almost finished- waiting for street lights)
- Drinking Water Well #7 (commissioning)
- TSSD Sewer Upgrades- 145
- Pony Express Connector
- South Marina Harbor Parking Lot & Beach

Upcoming Projects

- Pony Express Extension
- Lake Mt./Loose Canyon Pond & Detention Basin
- Redwood Road Trails Phase 2
- Heron Hill Park parking lot & fence
- Wildflower Tank & Pond 11
- Wildflower Booster 4
- Ring Road Fire Station Parking Lot Upgrades

City Works (Sep-Nov)

- Encroachment permits – 41
- Driveway Approach permits - 0





Fleet Division

Recently Completed Fleet Projects

- City Vehicle Lubrication / Oil and Filter Change – Automated Scheduling
- Emergency Water and Sewer Lift Pump Generators – Automated Scheduling
- OEM Vehicle Factory Recall Notice Completion for City Vehicles is of Concern

GM/Chevrolet:	Qty. (1) Vehicle Recall Notice
Ford Motor Company:	Qty. (42) Vehicle Recall Notices
International/Navistar:	Qty. (8) Vehicle Recall Notice
Rosenbauer:	Qty. (1) Engine Recall Notice
<u>Chrysler Dodge:</u>	<u>Qty. (0) Vehicle Recall Notice</u>
Total OEM Recalls:	Qty. (52) Recall Notices

- Public Works Master Site Plan Project is Developing
- Fleet Vehicle Registration and Emissions Inspection Renewals – Automated Scheduling
- Fleet Vehicle & Equipment Proposed 10-Year Replacement Schedule

Current Fleet Services Projects Underway:

- FY2022-23 Approved Vehicle / Equipment Replacement Purchases – (as Assets and OEM Order Banks Open up and as they become available to purchase from Local Vendors).
- City Fleet Vehicle GPS / Driver Behavior Monitoring System under investigation / review for implementation to all City Vehicles. Expected implementation of the Project is January 1, 2024.
- City Snow Plow Vehicle / Forward Video Camera System under investigation / review for implementation on all Snow Plowing Equipment and Vehicles. Expected implementation of Project is October 1, 2023.
- Ongoing Public Works Master Site Plan Development with the CRSA Architectural Firm Team, City Council, City Administration, City Planning, and the Public Works Managers Team.

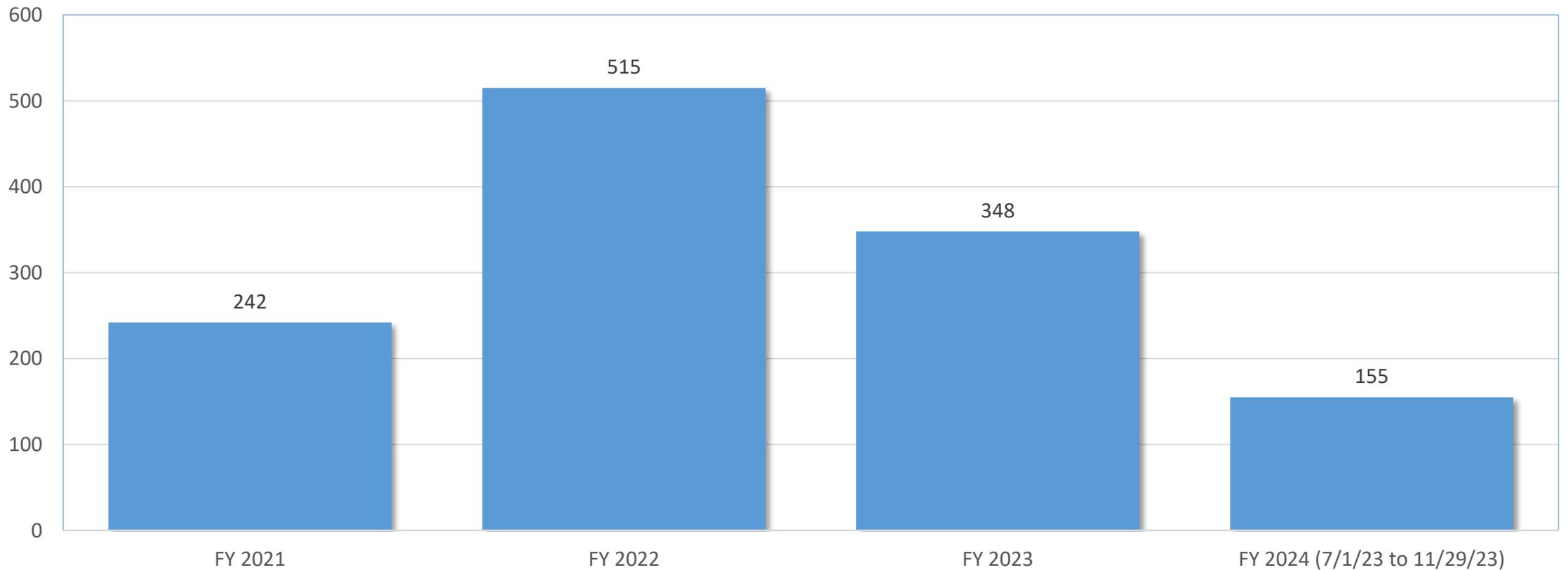
Fleet Vehicle & Equipment Proposed FY 2023-24 Replacement Schedule

- :
- Fire – Qty. (1) New Ford F-150 Pickup Truck – Battalion Chief Truck
- Fire – Qty. (1) New Rosenbauer Water Tender Truck
- Fire - Qty. (1) New Ford F-550 Brush Truck
- Parks – Qty. (1) New Ford Ranger Pickup Truck
- Police – Qty. (5) New Ford F-150 Pickup Trucks – Patrol and Detective
- Police – Qty. (1) New Chevy Tahoe K-9 SUV
- Police – Qty. (1) New Ford Explorer Interceptor
- Sewer – Qty. (2) New Ford F-150 Pickup Trucks
- Sewer – Qty. (1) New Generac Generator
- Streets – Qty. (1) New Ford F-350 Flatbed Truck / Snow Plow / Salter Body
- Drinking Water – Qty. (2) New Ford F-150 Pickup Trucks
- Secondary Water – Qty. (2) New Ford F-150 Pickup Trucks



Engineering Department

Workload (Reviews of Concept, Prelim, Final, Prelim/Final, Site, & Permits)





Engineering Division

FY 2024 Performance Measures

Measure	7/1/23 to 11/29/23 FY 2024 Actual/Target	FY 2023 Actual/Target	FY 2022 Actual/Target	FY 2021 Actual/Target	FY 2020 Actual/Target
Reviews completed on time	72%/90%	54%/90% <small>(exceeds target by avg 1.5 calendar days)</small>	50%/90% <small>(exceeds target by avg. 2.9 calendar days)</small>	79%/90%	80%/90%
Average Review Time <small>(calendar days)</small>	13.1/14	15.5/14	16.9/14	14.0/14	New Performance Measure
# of Applications	111	215	244	171	166
# of Reviews	155	348	515	242	New Performance Measure
New Comments after First Review	Old Performance Measure	Old Performance Measure	Old Performance Measure	18	1
Employees with PE License	80%/75%	80%/75%	80%/75%	100%/75%	75%/75%
# Traffic Studies Completed	12/10	14/10	20/10	4/5	5/5

New System Implemented with increased accuracy of tracking Review Completion Dates



Engineering Goals

Project Goals for 2024

- Create Sewer Capacity Allocation Policy and map – 80% complete
- Update Engineering Standards and Specifications- 70% complete
- Design and ROW for the Talons Cove Sewer Lift Station – 40% complete
- Design sewer masterplan projects S2.6 and S2.7 along Redwood Rd from Lake Mtn Dr. to North of Village Pkwy – 30% complete
- Assist in Library and City Hall master planning and design
- Parks and Public Safety IFFP/IFA update – 20% complete



Community Development Department
City Council Quarterly Report
December 5, 2023

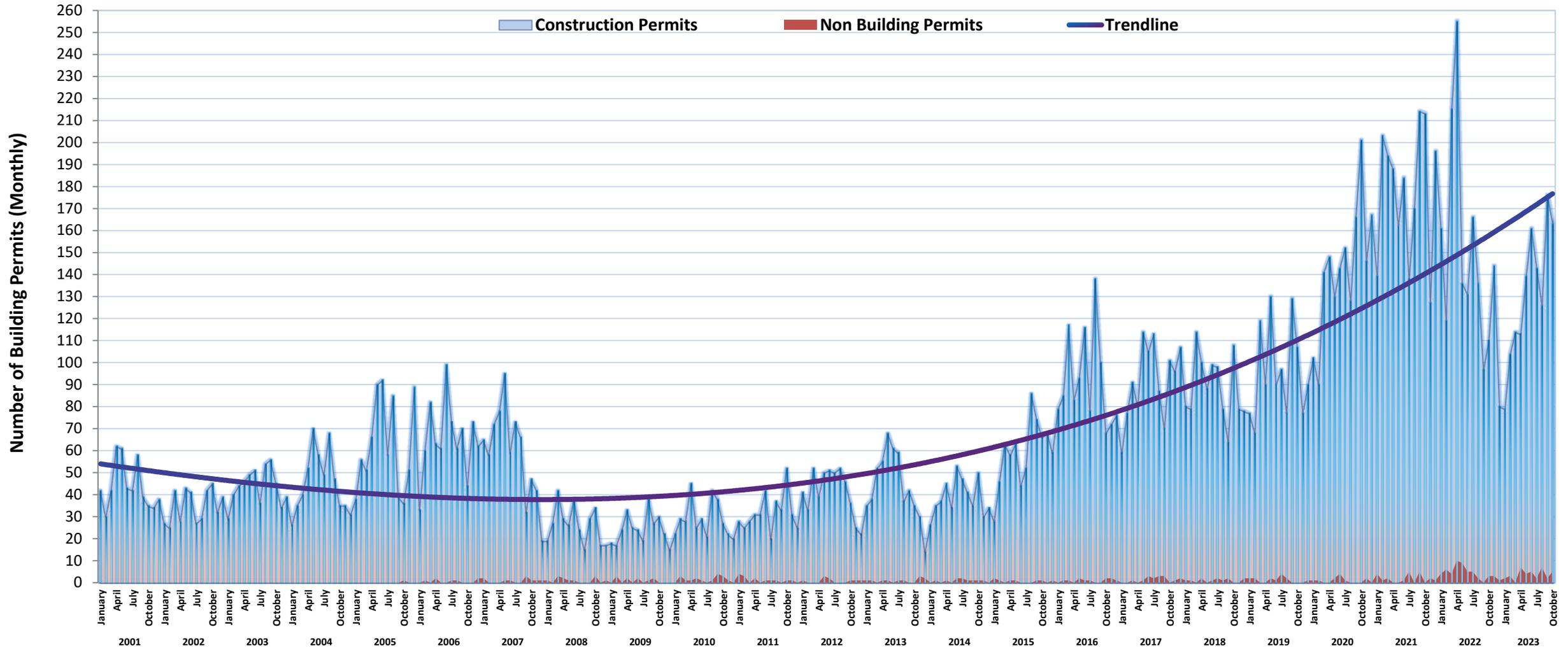


Community Development Highlights

- The number of building permits issued thus far in 2023 have continued to trend back to the pre-Covid era, comparable to those numbers that we had in 2020.
- Trends for Planning Applications exceed pre-Covid development patterns
- Downtown Strategic Plan – Process underway, done by end of the year
- Next Breakfast with Planners – Date TBA end of March



Monthly Building Permits 2001-2023



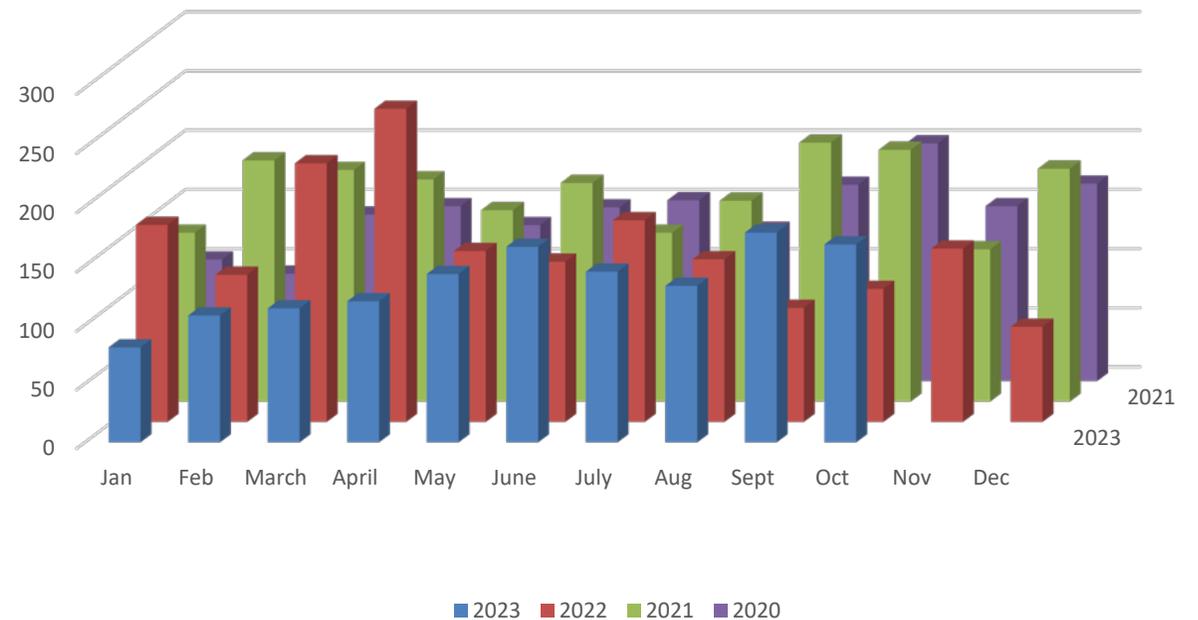


Building Division

Permits Issued 2020-2023

- Total Building Permit Numbers 2022
 - The number of permits issued thus far in 2023 have continued to trend back to the pre-covid era and look to be comparable to those numbers that we had in 2020.
 - Our permit applications are running at about a level that looks to be just above the 4 years before covid.
 - Building Department completed the switch to a complete paperless application and permitting at the beginning of the pandemic and it is working out real well for us and the contractors.

Building Permits 2020-2323



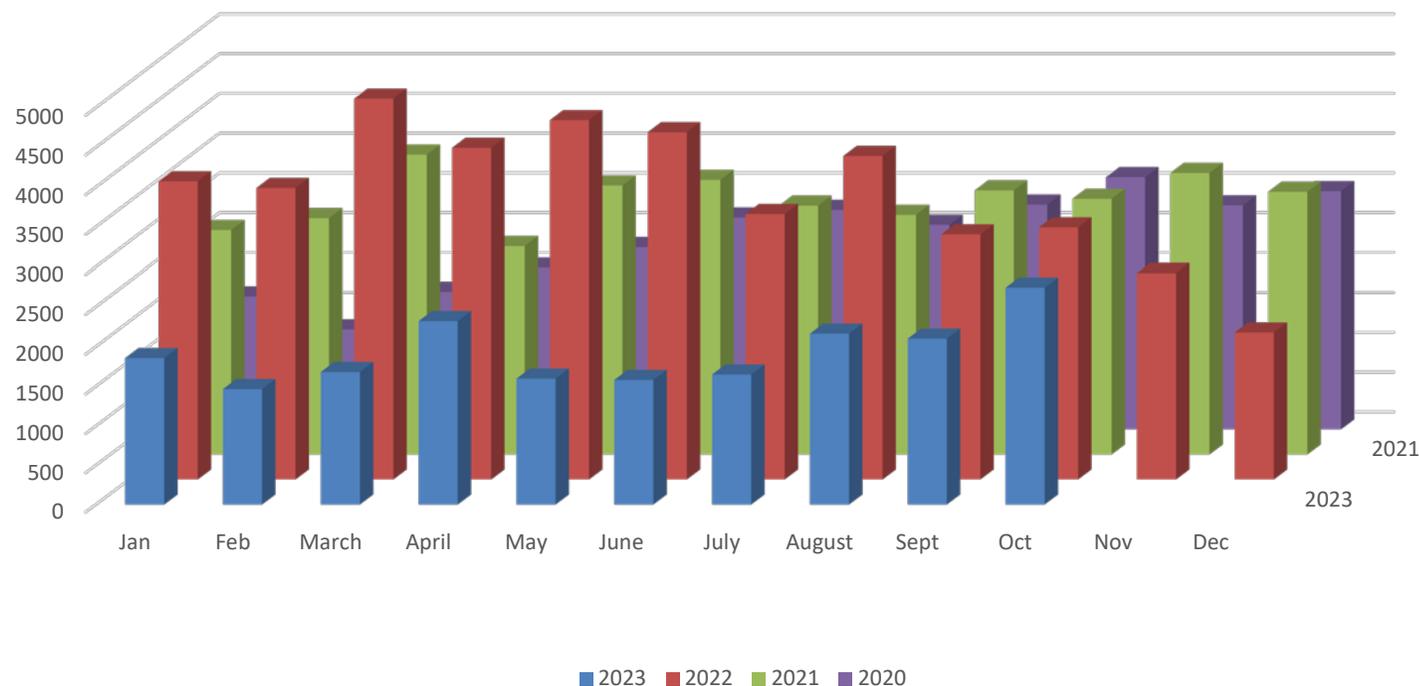


Building Division

Inspections Per Month 2020-2023

- The International Code Council recommends that an inspector be assigned between 10-15 inspection per 10 hr. work day in order to maintain a high quality of inspection quality.
- So far in 2023 we are averaging between 15 and 20 inspections per day per inspector
- We have had 3 more of our inspectors complete all of their certification to become full combination inspectors through ICC in the last quarter giving us a total of 9 people in the department that are certified and licensed to inspect all residential, commercial and industrial projects.

Inspections 2020-2023





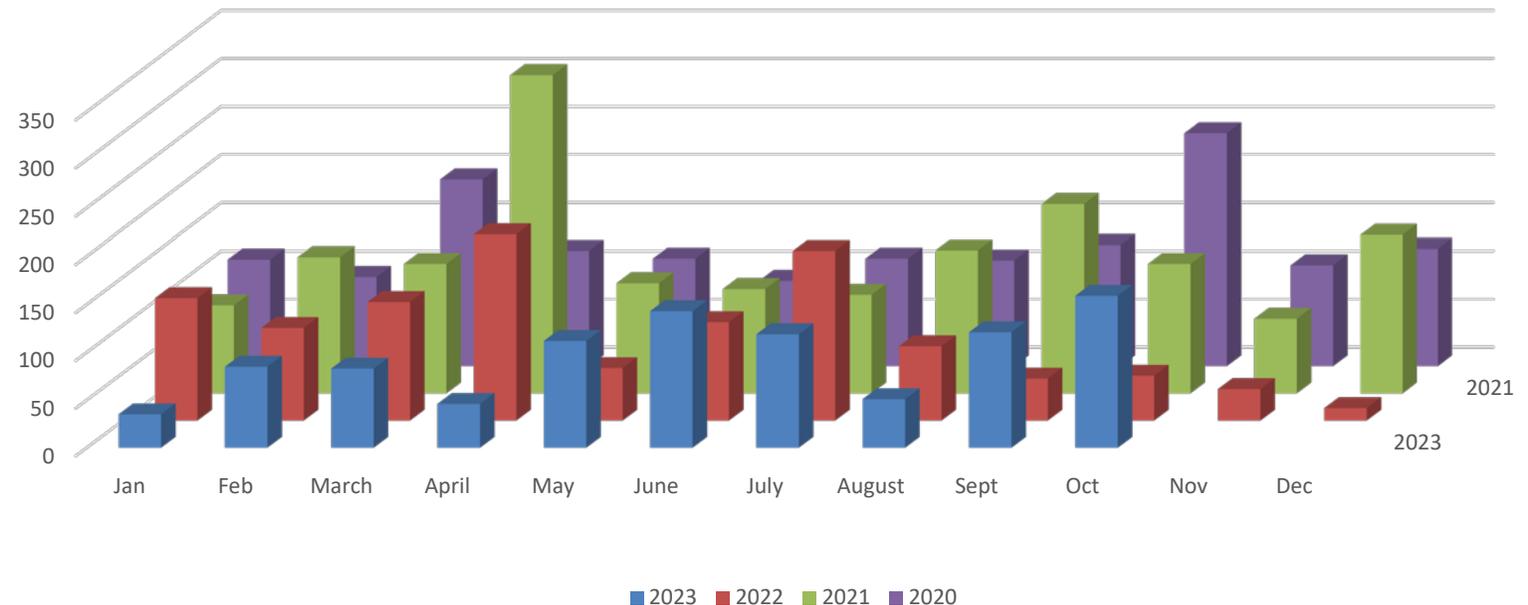
Building Division

Residential Units Issued 2020-2023

Residential Units 2020-2023

RESIDENTIAL UNITS IN 2023 have begun to show a trend that is consistent with the 4 years before the covid rush

APRIL 2021 NUMBER INCLUDE THE PERMITS ISSUED FOR THE ASCEND APARTMENTS





Planning Department

2023 3rd Quarter Highlights (Aug 21- Dec 5)

Code Amendments:

•Approved:

- Parallel /Sport Court Fencing, Sept 5
- Artificial Turf and Off-street parking, Oct 17
- LUDMA: Townhomes and Review Process, Nov 7
- LUDMA: 5,000' noticing near military use, Nov 7

•Being Drafted by Staff:

- Mixed Waterfront Design Standards, WS – Dec 5
- Change of Use Standards Update
- Addressing Amendments
- Sign Code Updates
- Gateway Overlay Design Standards
- Connectivity Standards
- Façade definition updates
- Zero Lot Lines in Commercial
- Change of Use standards/requirements

Rezones:

- North Cove DA, Oct 17
- Stevenett DA, Dec 5

General Plan

- No Changes

Annexations:

- 285 Acres, Intent to Annex, Dec 5

Residential:

•Plats Recorded:

- Saratoga Commons
- Wander Ph D1 2nd amd
- Wander Ph F1 1st amd
- Starhaven Villas Ph 2
- Ridge at Mt Saratoga J
- Quailhill at Mt Saratoga V
- Northshore A-5
- Harvest Village Lot 1 2nd amd
- Brixton Park A-1
- Wildflower V7 M-1 amd
- Steele Ridge Plaza 2nd amd
- Wildflower 7, L-2 amd
- Wildflower 7, L-3 amd

•Projects Approved or Under Review:

- Brixton Park B, 248 units
- Beacon Pointe VP2
- Cliff Lake NP/MDA, 695 units
- Dixon Property Concept
- Foothill Blvd Extension Plat, June 6
- Fox Hollow MDA Extension
- Hidden Landing Prelim
- Mt Saratoga VP3 Plats
- North Cove prelim/site (Mixed Waterfront)
- Northshore Phases 5, 6, 7, 8
- Riverview Townhomes Concept
- Sierra Estates Sr Living
- Spring Heights, Rezone/Concept (Mixed Waterfront)
- The Viviano VP, 298 units
- Wander Village 3, 842 units
- Wildflower Village 8, 278 units
- Wildflower Lake and Dog Park Plan

Commercial:

• Plats Recorded / Plat or Site Plan Approved:

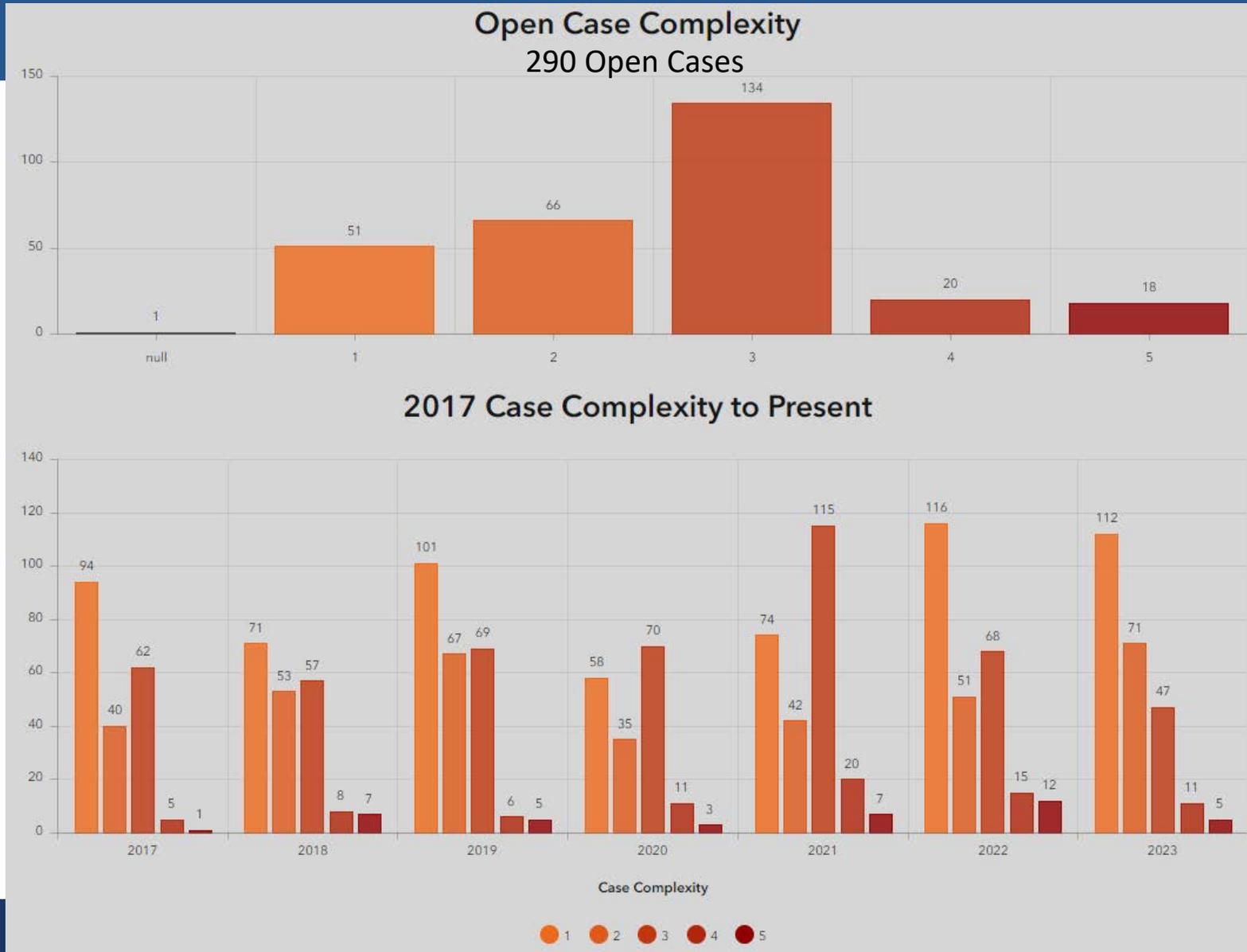
- Steele Ridge Plaza Plat Amendment Recorded
- Saratoga Commons Plat Recorded
- SS Commercial Plat F lots 601, 610, 611 Site Plan

• Projects Under Review:

- Holiday Oil Ring Road
- Ace Hardware
- Saratoga Commons Flex Bldg
- Saratoga Towne Center Bout Time Site Plan
- Walmart Fuel Station
- R&R Tactical Site Plan
- Saratoga Towne Center Lot 8
- Westport Business Park
- Harbor Springs MW rezone
- Springs Heights Prelim/Site
- Wildflower VP5
- Steele Ridge lots, Site Plans
- The Crossing V2 Lot 203 Site Plan
- Stevenett Rezone/DA



Planning Division Open Case Complexities

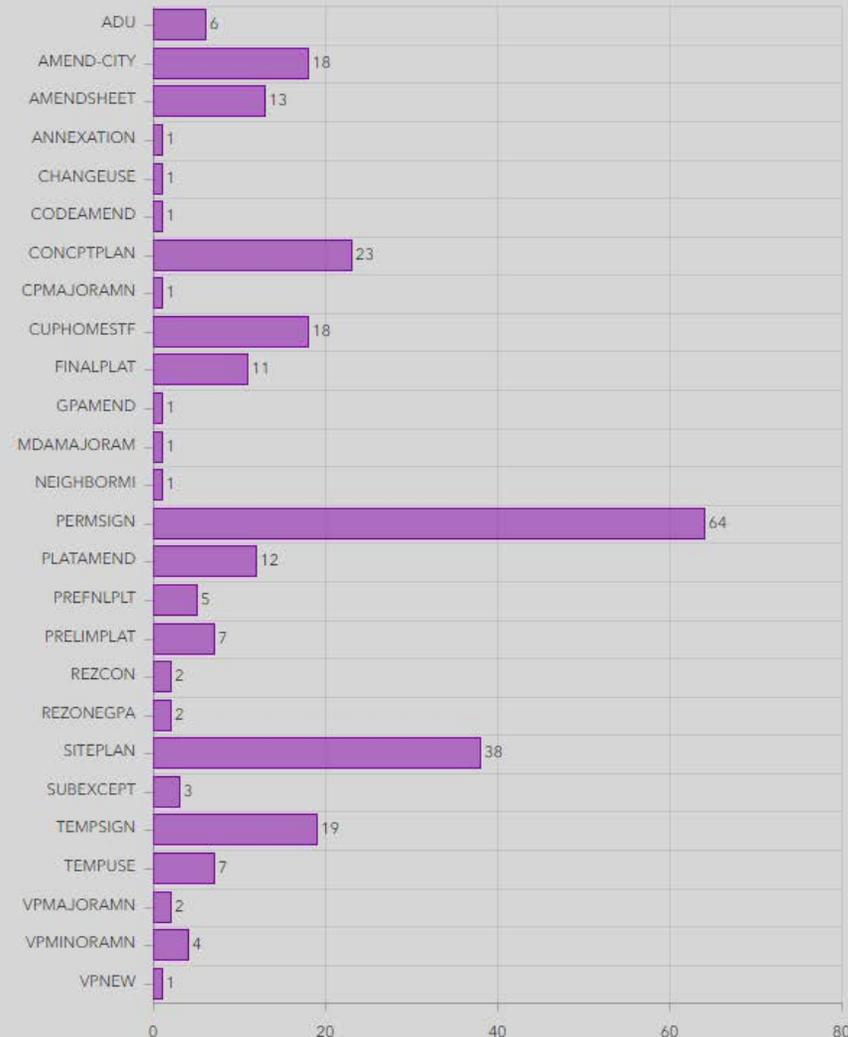




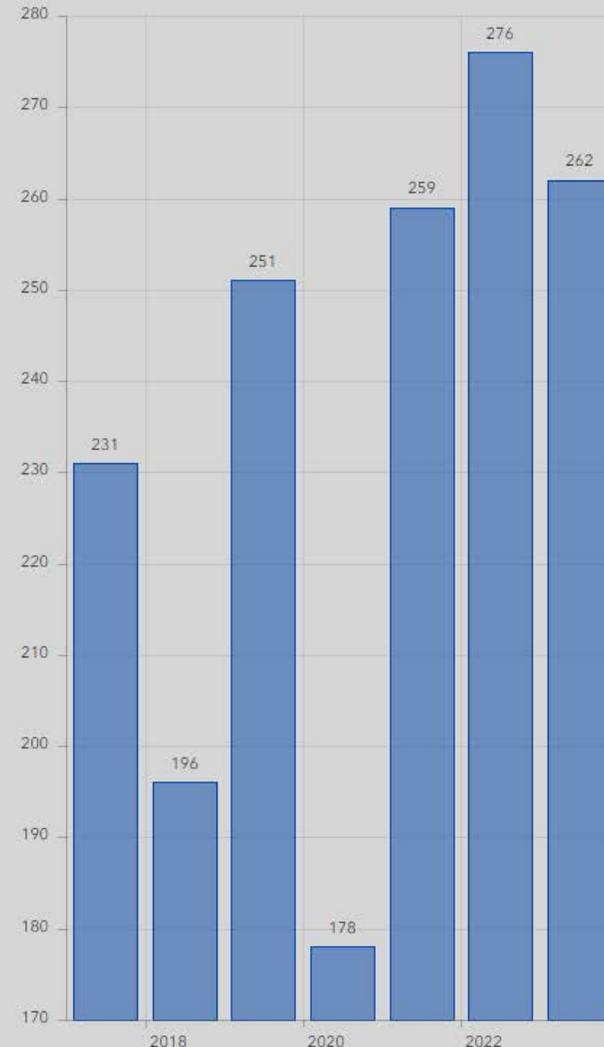
Planning Division 262 New Applications in 2023

All Planning Cases

Use Year filter, upper right.



262





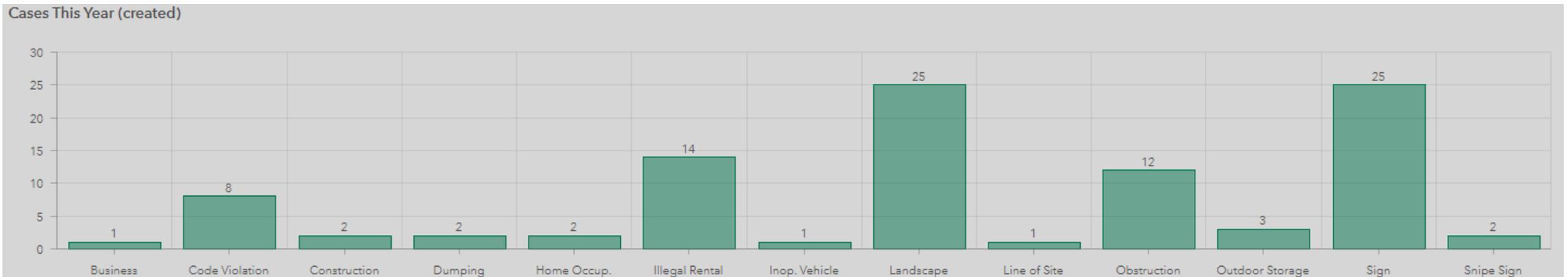
Code Compliance 2023

Case Data for 2023, as of 11/28/23:

- 131 Open Cases
- 98 Cases Created
- 62 Cases Closed
- 119 Inspections for CofO finals

Additional Tasks:

- Initial Contact, no case opened, most commercial sign violations (not tracked)
- Pulling Snipe Signs (not tracked)
- Phone calls, E-mails, General Questions (not tracked)

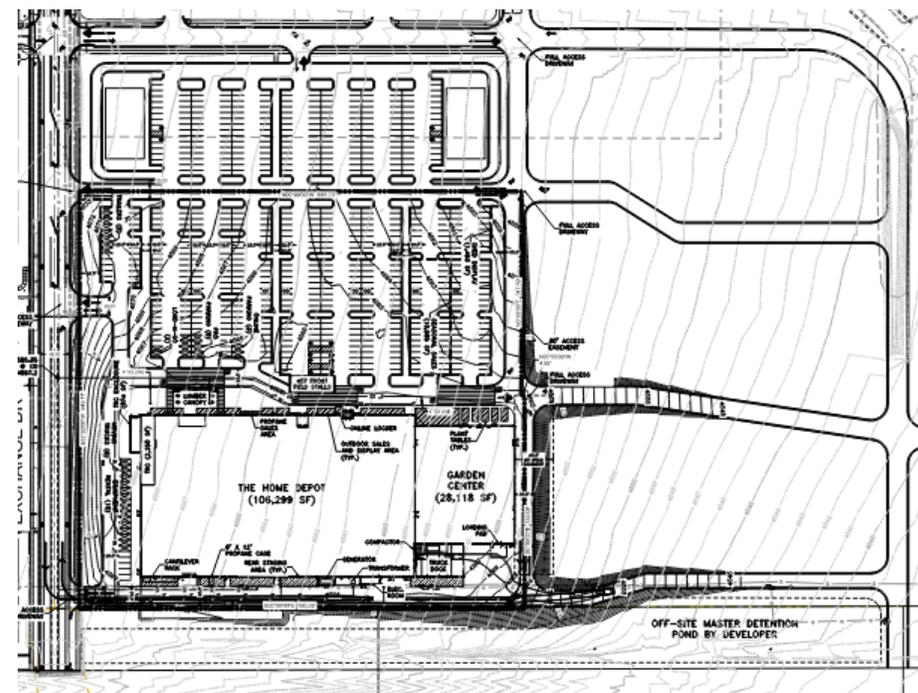




Economic Development Division

Objectives

- One Downtown Master Plan meetings to go before completion of the plan expected by the end of December 2023.
- Downtown Master plan is anticipated to be completed by the end of December 2023 – *Zions PF draft market analysis (completed 12/21)*
- Update to the Strategic Plan
 - Focus on attracting office development
 - Focus on high paying jobs
- SLR City Center District Area Plan update – *update meetings underway and will continue as the Downtown Master Plan is developed.*
- Home Depot grand opening was held on October 11th 2023.
- Interviews are currently underway for a new Chamber of Commerce President. This should be completed in December.

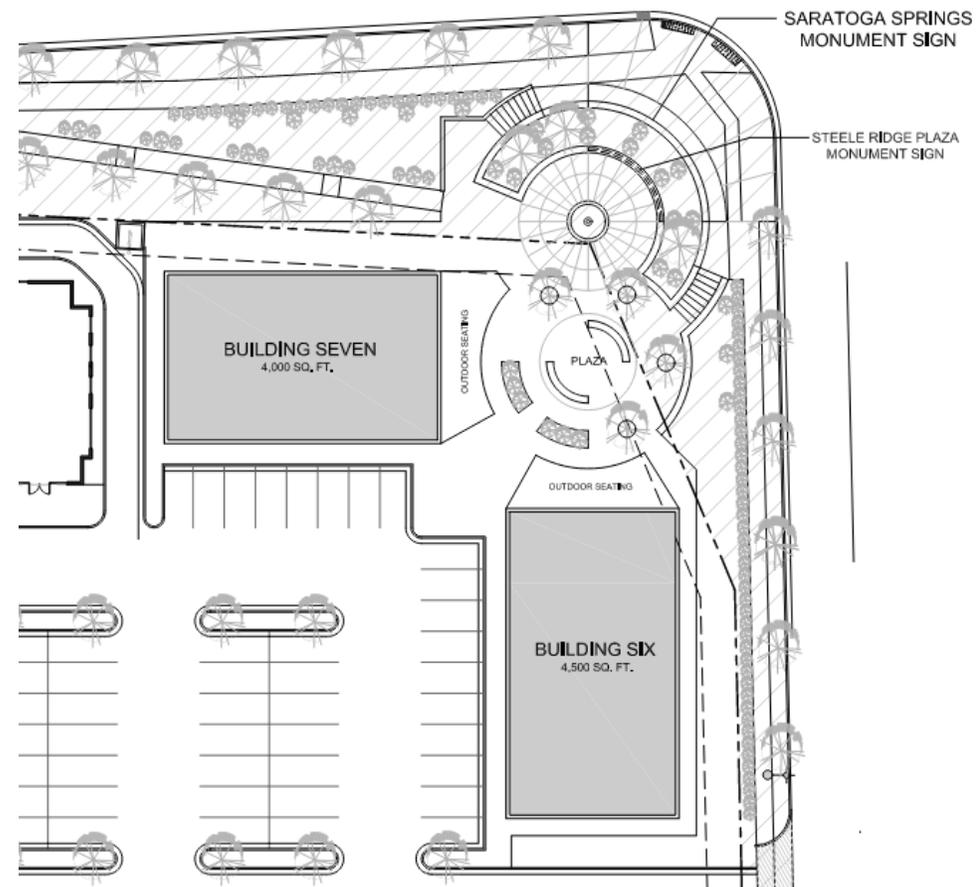




Economic Development Division

Opportunities

- WPI Development (Home Depot and surrounding parcels continues to develop)
- DR Horton Property – Flex Office Warehouse
- Northridge – Flex Office, Warehouse & Hotel
- North Redwood Road – RC & Flex Office Warehouse
- Boyer Property – Mid-Box, Hotel & Restaurants
- Hadco Property – Regional Commercial
- Properties next to North Marina – Mixed Waterfront
- New large grocer located near Home depot
- Wildflower Commercial - Flex Office, Warehouse, RC, CC
- Saratoga Springs Commercial Development (Crossroads Blvd & Redwood Road)
- With the development of our new downtown, new opportunities for additional businesses to come.



Future Entry plaza at Steelridge



Economic Development Division

Coming Businesses

- The Point:
 - Mo Bettas, Bookers Ice Cream, Wing Stop, Dirty Birds, Goat Haircuts, Wing Stop, Don Joaquin's Street Taco and others.
- Near Home Depot:
 - Jack in the Box (Proposed), Valvoline Oil, Raising Canes and more.
- Others:
 - IHC Medical Center, R&R Tactical and shooting range, Popeye's Chicken, Deseret Book, Sweet Salt, undisclosed hotel user.



Anticipated Ribbon cutting September 21, 2023



City Council Staff Report

Author: Spencer Quain, Budget Administrator
Subject: Budget Amendment
Date: December 5th, 2023
Type of Item: Resolution

Summary Recommendation: Staff recommends approval of the following by resolution amending the budget for the fiscal year 2023-24.

Description

A. Topic

This is the third budget amendment for the fiscal year 2023-2024.

B. Background

Attached is the detail of the requested budget amendments for this budget amendment.

C. Analysis

Additional budgeted expenditures are detailed in the attached spreadsheet.

Recommendation: Staff recommends approval of the resolution amending the budget for the fiscal year 2023-24.

2023-2024 Budget Amendment #3						
G/L Account	Department	Description	Current FY 2023 Budget	New Budget Amount	Debit/Credit	Notes/Comments
Staff have determined that the following items do not create a substantial burden on future budgets (according to a 5-year budget analysis)						
General Fund						
Revenues						
10-3356-100	Intergovernmental Revenues	Class "C" Road Funds	1,715,000	2,000,000	285,000	Revenues exceeded projections.
10-3425-100	Charges for Services	Credit Card Convenience Fee	60,000	150,000	90,000	Revenues exceeded projections.
10-3610-100	Other Revenues	Interest Earnings	500,000	1,000,000	500,000	Revenues exceeded projections.
Expenditures						
10-4143-540	Treasurer	Admin Bank Charges	\$ 300,000	\$ 400,000	\$ 100,000	Increased transactions has resulted in more bank charges. Covered by Credit Card Convenience Fee
10-4144-110	Recorder	Salaries & Wages	\$ 185,666	\$ 200,366	\$ 14,700	Increase Deputy City Recorder hours to address growing department work load. Funded with fund balance.
10-4144-130	Recorder	Employee Benefits	\$ 87,438	\$ 88,563	\$ 1,125	"
10-4150-510	Non-Departmental	General Liability Insurance	\$ 501,700	\$ 600,000	\$ 98,300	Increase covers growing insurance expenses. Funded with Fund Balance.
10-4410-250	Streets	Vehicle Lease Payments	\$ 43,500	\$ -	\$ (43,500)	Budget Line no longer needed. Defund and move funds to Snow Removal Budget.
10-4410-746	Streets	Snow Removal	\$ 60,000	\$ 103,500	\$ 43,500	More monies needed for snow removal. See above for funding.
10-4800-935	Other Uses	Transfer Out-Capital Projects	\$ 1,398,000	\$ 3,748,000	\$ 2,350,000	Adjusting transfers to General Capital to fully budget for all replacement budgets. Funded with Fund Balance.
General Fund Total					\$ 1,689,125	
Stormdrain Capital Fund						
Expenditures						
31-4000-646	Capital Projects	Clark -OCS2	\$ -	\$ 10,000	\$ 10,000	Repair of Lower Clark Canyon Drainage. Funded with Fund Balance
Stormdrain Capital Fund Total					\$ 10,000	
Roads Capital Fund						
Expenditures						
33-4000-763	Capital Projects	145 N Corridor Preservation	\$ -	\$ 50,000	\$ 50,000	Reimbursable Acquisition costs (appraisals and ROW Agent) - MAG to pay property owners directly at closing \$2.5M
Roads Capital Fund Total					\$ 50,000	
Public Safety						
Revenues						
34-3910-110	Impact Fees Revenues	Interest Revenue	\$ 5,000	\$ 50,000	\$ 45,000	Revenues exceeded projections.
Expenditures						
34-4000-711	Capital Project Expenditures	North Fire Station Expansion	\$ 724,600	\$ 964,600	\$ 240,000	Fire suppression system needed, and addition of 2 offices for Fire Marshal and Battalion Chief. Funded with Fund Balance.
Public Safety Fund Total					\$ 195,000	
Parks Capital Projects Fund						

2023-2024 Budget Amendment #3						
G/L Account	Department	Description	Current FY 2023 Budget	New Budget Amount	Debit/Credit	Notes/Comments
Staff have determined that the following items do not create a substantial burden on future budgets (according to a 5-year budget analysis)						
Revenues						
32-3910-110	Impact Fees Revenues	Interest Revenue	\$ 5,500	\$ 20,000	\$ 14,500	Revenues exceeded projections.
Expenditures						
32-4000-720	Capital Projects	South Marina	\$ 2,908,375	\$ 2,933,375	\$ 25,000	Additional monies needed to pay for permit from ACOE for the new jetty at the South Marina. Paid with Fund Balance.
32-4000-751	Capital Projects	BLM Bike Trails	\$ -	\$ 30,000	\$ 30,000	Funding to enable building of Bike Trails and Trailhead on BLM Property. Funded with Fund Balance.
32-4000-745	Capital Projects	Hot Springs	\$ 350,630	\$ 10,000	\$ (340,630)	Defund, Project Bids too high, hold for future
32-4000-746	Capital Projects	Heron Hills Park	\$ 2,989	\$ 23,000	\$ 20,011	Adding road base on trails of new park until it can be paved in the future, not part of developers obligations. Funded with Fund Balance.
Parks Capital Projects Fund						
Total					\$ (300,130)	
Secondary Water Capital						
Projects						
Expenditures						
57-400-810	Capital Project Expenditures	Principal-Debt Payments	\$ -	\$ 425,000	\$ 425,000	Debt payment. Funded with Fund Balance
57-400-800	Capital Project Expenditures	Interest Expense	\$ -	\$ 270,000	\$ 270,000	"
Secondary Water Capital						
Projects Total					\$ 695,000	
Capital Projects Fund						
Revenues						
35-3910-110	Contributions & Other Revenues	Interest Revenue	\$ 200,000	\$ 800,000	\$ 600,000	Revenues exceeded projections.
35-3980-110	Contributions & Other Revenues	Other Financing Sources	\$ -	\$ 55,000	\$ 55,000	Insurance Payment
Expenditures						
35-4000-758	Capital Project Expenditures	Capital Maintenance and Repair	\$ 250,000	\$ 286,500	\$ 36,500	Helical piers are needed for foundation stabilization of South Fire Station. Funded with Fund Balance.
35-4000-795	Capital Project Expenditures	Capital Equipment Purchase	\$ 151,025	\$ -	\$ (151,025)	Fund no longer needed. Defund and move funds to Equipment Replacement Fund
35-4000-796	Capital Project Expenditures	Fleet Replacement Fund	\$ 4,140,499	\$ 4,270,315	\$ 129,816	Partial payment for the Cities new ambulance is needed earlier than anticipated. Funded with Fund Balance.
35-4000-797	Capital Project Expenditures	Equipment Replacement Fund	\$ 718,000	\$ 869,025	\$ 151,025	Funds moved over from Capital Equipment Purchase Budget.
Capital Projects Fund Total					\$ (488,684)	
Street Lighting Fund						
Revenues						
50-3910-110	Fund Balance	Interest Revenues	\$ 10,000	\$ 30,000	\$ 20,000	Revenues exceeded projections.
Street Lighting Fund Total					\$ (20,000)	
Water Operations Fund						
Revenues						
51-3716-100	Utility Operating Revenues	Servicing Installations	\$ 565,000	\$ 700,000	\$ 135,000	Revenues exceeded projections.
51-3721-100	Utility Operating Revenues	Interest Revenue	\$ 60,000	\$ 400,000	\$ 340,000	"

2023-2024 Budget Amendment #3						
G/L Account	Department	Description	Current FY 2023 Budget	New Budget Amount	Debit/Credit	Notes/Comments
Staff have determined that the following items do not create a substantial burden on future budgets (according to a 5-year budget analysis)						
Water Operating Fund						
Total					\$	(475,000)
Sewer Operating Fund						
Revenues						
52-3741-100	Operating Revenues	Interest Revenue	\$ 47,000	\$ 400,000	\$ 353,000	Revenues exceeded projections.
Expenditures						
52-5200-500	Sewer Operations	TSSD Sewer Connection Payments	\$ 2,500,000	\$ 500,000	\$ (2,000,000)	Partially duplicative of 52-5200-550. Move \$500,000 to 52-5200-550.
52-5200-550	Sewer Operations	Sewage Treatment	\$ 2,500,000	\$ 3,000,000	\$ 500,000	See above.
Sewer Operating Fund Total					\$	(1,853,000)
Storm Drain Enterprise Fund						
Revenues						
54-3910-110	Contributions	Interest Revenue	\$ 12,000	\$ 80,000	\$ 68,000	Revenues exceeded projections.
Expenditures						
54-5400-700	Storm Drain Operations	Storm Drain Capitol Outlay	\$ -	\$ 10,000	\$ 10,000	Repairs to SSD. Funded with Fund Balance.
Storm Drain Enterprise Fund Total					\$	(58,000)
Sewer Capital Projects Fund						
Expenditures						
53-4000-712	Capital Projects	North Sewer Capacity Projects	\$ -	\$ 15,000	\$ 15,000	Reviews of Developer Submittals, Pass through Billing to Developer
53-4000-726	Capital Projects	Grandview to Ring Road Sewer	\$ 627,609	\$ 1,051,000	\$ 423,391	Add 'l design and construction management costs including work to connect South Fire to sewer outfall. Funded with Fund Balance.
Sewer Capital Projects Fund Total					\$	438,391
Garbage Fund						
Revenues						
55-3910-110	Interest Revenue	Interest Revenue	\$ 7,000	\$ 35,000	\$ 28,000	Revenues exceeded projections.
Garbage Fund Total					\$	(28,000)
Secondary Water Capital						
Revenues						
57-3910-110	Connection Fees	Interest Revenues	\$ 26,000	\$ 50,000	\$ 24,000	Revenues exceeded projections.
Secondary Water Capital Total					\$	(24,000)
Water Rights Fund						
Revenues						
58-3910-110	Interest Revenues	Interest Revenue	\$ -	\$ 200,000	\$ 200,000	Revenues exceeded projections.
Water Rights Fund Total					\$	(200,000)

2023-2024 Budget Amendment #3						
G/L Account	Department	Description	Current FY 2023 Budget	New Budget Amount	Debit/Credit	Notes/Comments
Staff have determined that the following items do not create a substantial burden on future budgets (according to a 5-year budget analysis)						
Total Funding Impact					\$	(369,298)

RESOLUTION NO. R23-56 (12-5-23)

**A RESOLUTION AMENDING THE CITY OF
SARATOGA SPRINGS BUDGET FOR
FISCAL YEAR 2023-2024 AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Saratoga Springs has found it necessary to amend the City's current 2023-2024 fiscal year budget;

WHEREAS, pursuant to state law, the City Council has conducted a public hearing on the proposed amended budget; and,

WHEREAS, the City Council has determined that the proposed budget amendment is in the best interests of the public, will further the public health, safety, and welfare, and will assist in the efficient administration of City government.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SARATOGA SPRINGS, UTAH, THAT:

1. The City of Saratoga Springs does hereby adopt the amended 2023-2024 fiscal year budget as set forth and attached hereto.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon passage.

Passed on the 5th day of December, 2023

CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

2023-2024 Budget Amendment #3						
G/L Account	Department	Description	Current FY 2023 Budget	New Budget Amount	Debit/Credit	Notes/Comments
Staff have determined that the following items do not create a substantial burden on future budgets (according to a 5-year budget analysis)						
General Fund						
Revenues						
10-3356-100	Intergovernmental Revenues	Class "C" Road Funds	1,715,000	2,000,000	285,000	Revenues exceeded projections.
10-3425-100	Charges for Services	Credit Card Convenience Fee	60,000	150,000	90,000	Revenues exceeded projections.
10-3610-100	Other Revenues	Interest Earnings	500,000	1,000,000	500,000	Revenues exceeded projections.
Expenditures						
10-4143-540	Treasurer	Admin Bank Charges	\$ 300,000	\$ 400,000	\$ 100,000	Increased transactions has resulted in more bank charges. Covered by Credit Card Convenience Fee
10-4144-110	Recorder	Salaries & Wages	\$ 185,666	\$ 200,366	\$ 14,700	Increase Deputy City Recorder hours to address growing department work load. Funded with fund balance.
10-4144-130	Recorder	Employee Benefits	\$ 87,438	\$ 88,563	\$ 1,125	"
10-4150-510	Non-Departmental	General Liability Insurance	\$ 501,700	\$ 600,000	\$ 98,300	Increase covers growing insurance expenses. Funded with Fund Balance.
10-4410-250	Streets	Vehicle Lease Payments	\$ 43,500	\$ -	\$ (43,500)	Budget Line no longer needed. Defund and move funds to Snow Removal Budget.
10-4410-746	Streets	Snow Removal	\$ 60,000	\$ 103,500	\$ 43,500	More monies needed for snow removal. See above for funding.
10-4800-935	Other Uses	Transfer Out-Capital Projects	\$ 1,398,000	\$ 3,748,000	\$ 2,350,000	Adjusting transfers to General Capital to fully budget for all replacement budgets. Funded with Fund Balance.
General Fund Total					\$ 1,689,125	
Stormdrain Capital Fund						
Expenditures						
31-4000-646	Capital Projects	Clark -OCS2	\$ -	\$ 10,000	\$ 10,000	Repair of Lower Clark Canyon Drainage. Funded with Fund Balance
Stormdrain Capital Fund Total					\$ 10,000	
Roads Capital Fund						
Expenditures						
33-4000-763	Capital Projects	145 N Corridor Preservation	\$ -	\$ 50,000	\$ 50,000	Reimbursable Acquisition costs (appraisals and ROW Agent) - MAG to pay property owners directly at closing \$2.5M
Roads Capital Fund Total					\$ 50,000	
Public Safety						
Revenues						
34-3910-110	Impact Fees Revenues	Interest Revenue	\$ 5,000	\$ 50,000	\$ 45,000	Revenues exceeded projections.
Expenditures						
34-4000-711	Capital Project Expenditures	North Fire Station Expansion	\$ 724,600	\$ 964,600	\$ 240,000	Fire suppression system needed, and addition of 2 offices for Fire Marshal and Battalion Chief. Funded with Fund Balance.
Public Safety Fund Total					\$ 195,000	
Parks Capital Projects Fund						

2023-2024 Budget Amendment #3						
G/L Account	Department	Description	Current FY 2023 Budget	New Budget Amount	Debit/Credit	Notes/Comments
Staff have determined that the following items do not create a substantial burden on future budgets (according to a 5-year budget analysis)						
Revenues						
32-3910-110	Impact Fees Revenues	Interest Revenue	\$ 5,500	\$ 20,000	\$ 14,500	Revenues exceeded projections.
Expenditures						
32-4000-720	Capital Projects	South Marina	\$ 2,908,375	\$ 2,933,375	\$ 25,000	Additional monies needed to pay for permit from ACOE for the new jetty at the South Marina. Paid with Fund Balance.
32-4000-751	Capital Projects	BLM Bike Trails	\$ -	\$ 30,000	\$ 30,000	Funding to enable building of Bike Trails and Trailhead on BLM Property. Funded with Fund Balance.
32-4000-745	Capital Projects	Hot Springs	\$ 350,630	\$ 10,000	\$ (340,630)	Defund, Project Bids too high, hold for future
32-4000-746	Capital Projects	Heron Hills Park	\$ 2,989	\$ 23,000	\$ 20,011	Adding road base on trails of new park until it can be paved in the future, not part of developers obligations. Funded with Fund Balance.
Parks Capital Projects Fund						
Total					\$ (300,130)	
Secondary Water Capital						
Projects						
Expenditures						
57-400-810	Capital Project Expenditures	Principal-Debt Payments	\$ -	\$ 425,000	\$ 425,000	Debt payment. Funded with Fund Balance
57-400-800	Capital Project Expenditures	Interest Expense	\$ -	\$ 270,000	\$ 270,000	"
Secondary Water Capital						
Projects Total					\$ 695,000	
Capital Projects Fund						
Revenues						
35-3910-110	Contributions & Other Revenues	Interest Revenue	\$ 200,000	\$ 800,000	\$ 600,000	Revenues exceeded projections.
35-3980-110	Contributions & Other Revenues	Other Financing Sources	\$ -	\$ 55,000	\$ 55,000	Insurance Payment
Expenditures						
35-4000-758	Capital Project Expenditures	Capital Maintenance and Repair	\$ 250,000	\$ 286,500	\$ 36,500	Helical piers are needed for foundation stabilization of South Fire Station. Funded with Fund Balance.
35-4000-795	Capital Project Expenditures	Capital Equipment Purchase	\$ 151,025	\$ -	\$ (151,025)	Fund no longer needed. Defund and move funds to Equipment Replacement Fund
35-4000-796	Capital Project Expenditures	Fleet Replacement Fund	\$ 4,140,499	\$ 4,270,315	\$ 129,816	Partial payment for the Cities new ambulance is needed earlier than anticipated. Funded with Fund Balance.
35-4000-797	Capital Project Expenditures	Equipment Replacement Fund	\$ 718,000	\$ 869,025	\$ 151,025	Funds moved over from Capital Equipment Purchase Budget.
Capital Projects Fund Total					\$ (488,684)	
Street Lighting Fund						
Revenues						
50-3910-110	Fund Balance	Interest Revenues	\$ 10,000	\$ 30,000	\$ 20,000	Revenues exceeded projections.
Street Lighting Fund Total					\$ (20,000)	
Water Operations Fund						
Revenues						
51-3716-100	Utility Operating Revenues	Servicing Installations	\$ 565,000	\$ 700,000	\$ 135,000	Revenues exceeded projections.
51-3721-100	Utility Operating Revenues	Interest Revenue	\$ 60,000	\$ 400,000	\$ 340,000	"

2023-2024 Budget Amendment #3							
G/L Account	Department	Description	Current FY 2023 Budget	New Budget Amount	Debit/Credit	Notes/Comments	
Staff have determined that the following items do not create a substantial burden on future budgets (according to a 5-year budget analysis)							
Water Operating Fund							
Total					\$	(475,000)	
Sewer Operating Fund							
Revenues							
52-3741-100	Operating Revenues	Interest Revenue	\$ 47,000	\$ 400,000	\$ 353,000	Revenues exceeded projections.	
Expenditures							
52-5200-500	Sewer Operations	TSSD Sewer Connection Payments	\$ 2,500,000	\$ 500,000	\$ (2,000,000)	Partially duplicative of 52-5200-550. Move \$500,000 to 52-5200-550.	
52-5200-550	Sewer Operations	Sewage Treatment	\$ 2,500,000	\$ 3,000,000	\$ 500,000	See above.	
Sewer Operating Fund Total					\$	(1,853,000)	
Storm Drain Enterprise Fund							
Revenues							
54-3910-110	Contributions	Interest Revenue	\$ 12,000	\$ 80,000	\$ 68,000	Revenues exceeded projections.	
Expenditures							
54-5400-700	Storm Drain Operations	Storm Drain Capitol Outlay	\$ -	\$ 10,000	\$ 10,000	Repairs to SSD. Funded with Fund Balance.	
Storm Drain Enterprise Fund Total					\$	(58,000)	
Sewer Capital Projects Fund							
Expenditures							
53-4000-712	Capital Projects	North Sewer Capacity Projects	\$ -	\$ 15,000	\$ 15,000	Reviews of Developer Submittals, Pass through Billing to Developer	
53-4000-726	Capital Projects	Grandview to Ring Road Sewer	\$ 627,609	\$ 1,051,000	\$ 423,391	Add 'l design and construction management costs including work to connect South Fire to sewer outfall. Funded with Fund Balance.	
Sewer Capital Projects Fund Total					\$	438,391	
Garbage Fund							
Revenues							
55-3910-110	Interest Revenue	Interest Revenue	\$ 7,000	\$ 35,000	\$ 28,000	Revenues exceeded projections.	
Garbage Fund Total					\$	(28,000)	
Secondary Water Capital							
Revenues							
57-3910-110	Connection Fees	Interest Revenues	\$ 26,000	\$ 50,000	\$ 24,000	Revenues exceeded projections.	
Secondary Water Capital Total					\$	(24,000)	
Water Rights Fund							
Revenues							
58-3910-110	Interest Revenues	Interest Revenue	\$ -	\$ 200,000	\$ 200,000	Revenues exceeded projections.	
Water Rights Fund Total					\$	(200,000)	

2023-2024 Budget Amendment #3						
G/L Account	Department	Description	Current FY 2023 Budget	New Budget Amount	Debit/Credit	Notes/Comments
Staff have determined that the following items do not create a substantial burden on future budgets (according to a 5-year budget analysis)						
Total Funding Impact					\$	(369,298)



CITY COUNCIL STAFF REPORT

Author: Chelese Rawlings, Finance Manager
Subject: FY 2023 Audit Report
Date: December 5, 2023
Type of Item: Administrative

Topic: Audit report for the Fiscal Year Ended June 30, 2023.

Background: State law required the City of Saratoga Springs to follow the Uniform Fiscal Procedures Act for Utah Cities, UCA 10-6-101 et seq., which requires an independent audit of the City's finances annually. These are performed by certified public accountants (Gilbert & Stewart, CPA's). The Council must accept the audit within 180 days of the end of the fiscal year. After acceptance, a copy is filed with the state auditor and filed with the City Recorder as a public document.

Analysis: City staff has for the eleventh time in the City's history prepared a Annual Financial Comprehensive Report (AFCR). The AFCR includes all funds of the City of Saratoga Springs and is presented in four sections: Introductory, Financial, Statistical, and Internal Control and Compliance Reports. This is an enhanced reporting document from what has previously been prepared by the City and will be presented for an award with GFOA for compliance with national accounting standards.

The Introductory Section contains the letter of transmittal, a directory of principal officials and an organizational chart of the City. The Financial Section contains management's discussion and analysis (MD&A), the basic financial statements, notes to the financial statements, individual fund statements for which data are not provided separately within the basic financial statements, as well as an independent auditor's report on these financial statements and schedules. The statistical section includes selected financial and demographic information, generally presented on a multi-year basis. Internal Control and Compliance Reports include the independent auditors' reports on internal control and compliance as required by *Audit of States, Local Governments, and Non-Profit Organizations*, and state compliance as required by the *State of Utah Legal Compliance Audit Guide*.

The AFCR is a major document used to communicate the City's financial condition. It is distributed to various bond-rating agencies, investors in City debt and the State Auditor for use in evaluating City finances. The first two basic financial statements, the Statement of Net Position and the Statement of Activities, now present information on a government-wide, full-accrual accounting basis which reflect the overall financial position of the City and its various funds, not just the amounts available for budgetary purposes. Fiscal operations in the government-wide statements are organized into two major activities: governmental and business-type.



Fund information is also presented for major funds individually in the basic financial statements. Because the focus is so different between fund statements and government-wide statements, reconciliation between the two types of statements is necessary to understand how the numbers differ. Comparisons of “budget-to-actual” results for the General Fund are also included.

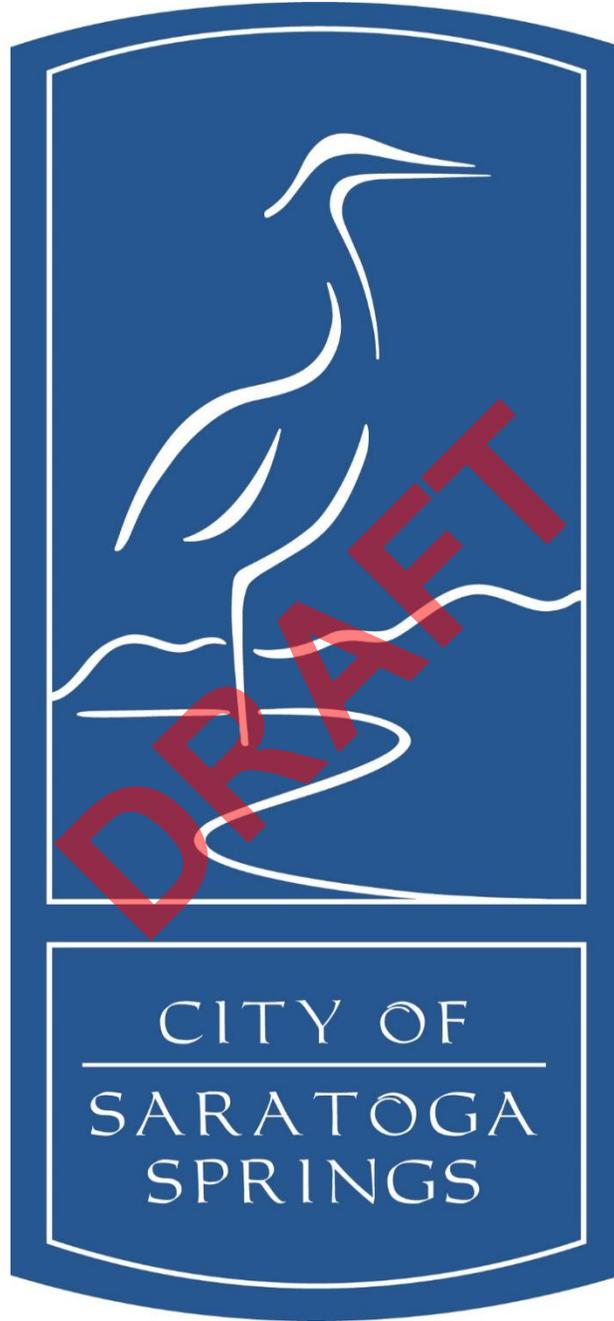
The Statement of Net Position may serve as a useful indicator of a government’s financial position. The City had positive net position of \$521.6 million at fiscal year-end. The largest portion of the net position, \$377.6 million, represents the investment in capital assets. \$4.3 million of the net position are impact fees, \$0.1 million of the net position are net pension assets and the remaining \$65.7 million in net position are unrestricted and may be used to meet the City’s ongoing obligations. Again, this is an overall financial indicator and is not the amount of current resources available for budgetary purposes.

Looking at results on a fund basis, the City’s governmental funds reported combined ending fund balance of \$32.4 million, with \$12.4 million in the unassigned category. Such information is useful in assessing the City’s financing requirements. GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, establishes criteria for classifying fund balances into specifically defined classifications and clarifies definitions for governmental funds.

Utah State Code establishes a 5.0 percent minimum (\$1,710,314) and a 35.0 percent maximum (\$11,972,201) limit to the amount that may be accumulated as the fund balance in the General Fund. As of June 30, 2023, the unassigned fund balance of the General Fund was \$12,423,269 (or 36.3 percent of General Fund balance) and was \$451,068 above the 35.0 percent limit.

Recommendation: City Council should formally accept the Audit for the Fiscal Year Ending June 30, 2023.

ANNUAL COMPREHENSIVE
FINANCIAL REPORT



CITY OF SARATOGA SPRINGS, UTAH
FISCAL YEAR ENDED JUNE 30, 2023

CITY OF SARATOGA SPRINGS, UTAH

ANNUAL COMPREHENSIVE FINANCIAL REPORT

(INCLUDING INTERNAL CONTROL, AND COMPLIANCE REPORTS AND
SUPPLEMENTARY INFORMATION)

FOR FISCAL YEAR ENDED JUNE 30, 2023

PREPARED BY:
FINANCE DEPARTMENT



THE CITY OF SARATOGA SPRINGS
Table of Contents

Page

INTRODUCTORY SECTION

Transmittal Letter.....	2-5
Principal Officials	6
Organization Chart.....	7
Certificate of Achievement for Excellence in Financial Reporting	8

FINANCIAL SECTION

Independent Auditor’s Report.....	10-12
Management Discussion and Analysis.....	13-26
Basic Financial Statements	
Government-Wide Financial Statements	
Statement of Net Position.....	28
Statement of Activities.....	29
Governmental Funds Statements	
Balance Sheet.....	30
Balance Sheet Reconciliation to Statement of Net Position	31
Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds.....	32
Statement of Changes Reconciliation to Statement of Activities.....	33
Statement of Revenues, Expenditures, and Changes in Fund Balances – General Fund – Budget and Actual	34
Proprietary Funds Statements	
Statement of Net Position.....	35
Statement of Revenues, Expenses, and Changes in Fund Net Position	36
Statement of Cash Flows.....	37
Notes to the Basic Financial Statements	
Note 1 – Summary of Significant Accounting Policies	38-43
Note 2 – Deposits and Investments.....	44-46
Note 3 – Accounts Receivable – Unearned Revenue.....	47
Note 4 – Capital Assets	48-49
Note 5 – Compensated Absences.....	49
Note 6 – Retirement Plans.....	49-59
Note 7 – Interfund Transfers	59-60
Note 8 – Contingent Liabilities	60
Note 9 – Construction Commitments.....	60
Note 10 – Risk Management.....	60
Note 11 – Long-term Debt	61-66
Note 12 – Restatement of Net Position	66
Note 13 – Community Development Agency	66
Note 14 – Subsequent Events.....	66

THE CITY OF SARATOGA SPRINGS
Table of Contents - Continued

REQUIRED SUPPLEMENTARY INFORMATION

Schedule of Contributions to the Utah State Retirement System	68
Schedule of Expenditures of the Proportionate Share of Net Pension Liability of the Utah State Retirement System	69
Notes to Required Supplementary Information	70

SUPPLEMENTARY INFORMATION

Schedule of Rev, Expend, and Changes in Fund Balance Capital Projects Fund.....	73
Schedule of Rev, Expend, and Changes in Fund Balance Community Development Agency	74
Combining Statement of Net Position Nonmajor Proprietary Funds	76
Combining Statement of Revs, Expenses, Changes in Fund Net Position Nonmajor Proprietary Funds ..	77
Combining Statement of Cash Flows Nonmajor Proprietary Funds	78

STATISTICAL SECTION

Schedule 1 – Net Position by Component	80
Schedule 2 – Changes in Net Position.....	81-82
Schedule 3 – Fund Balances of Governmental Funds	83
Schedule 4 – Changes in Fund Balances of Governmental Funds	84
Schedule 5 – Governmental Activities Tax Revenues by Source.....	85
Schedule 6 – Assessed Value of Taxable Property Excluding Fee-In-Lieu	86
Schedule 7 – Assessed Value of Taxable Property Including Fee-In-Lieu	87
Schedule 8 – Taxable Sales by Category.....	88
Schedule 9 – Direct and Overlapping Property Tax Rates	89
Schedule 10 – Direct and Overlapping Sales Tax Rate.....	90
Schedule 11 – City Tax Revenue Collected by Utah County.....	91
Schedule 12 – Outstanding Debt by Type	92
Schedule 13 – Legal Debt Margin Information	93
Schedule 14 – Direct and Overlapping Governmental Activities Debt.....	94
Schedule 15 – Pledged-Revenue Coverage	95
Schedule 16 – Demographic and Economic Statistics.....	96
Schedule 17 – Principal Employers.....	97
Schedule 18 – Full-time Equivalent City Government Employees by Function.....	98
Schedule 19 – Operation Indicators by Function.....	99
Schedule 20 – Capital Assets by Function	100
Schedule 21 – Five-Year Financial Summaries.....	101

INTERNAL CONTROL AND COMPLIANCE REPORTS

Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	102
Report on Auditor’s Report on Compliance and Report of Internal Control over Compliance as required by the State Compliance Audit Guide.....	104



INTRODUCTORY SECTION



SARATOGA
SPRINGS

Life's just better here

December 5, 2023

To the Honorable City Council, Honorable Mayor, and Citizens of the City of Saratoga Springs, Utah:

These financial statements have been prepared by the City of Saratoga Springs Finance Department in accordance with accounting principles generally accepted in the United States (GAAP) for local governments as prescribed by the Governmental Accounting Standards Board (GASB). Utah State law requires that every general-purpose local government publish within six months of the close of each fiscal year a complete set of audited financial statements. This report fulfills that requirement for the fiscal year ended June 30, 2023.

The City's management is responsible for the accuracy of the report, as well as the completeness and fairness of the presentation, including all disclosures. To the best of our knowledge and belief, the report is complete and accurate in all material respects. To provide a basis for management to make these representations, the City maintains a comprehensive system of internal controls designed to provide reasonable, but not absolute, assurance against loss of assets or material misstatement in the financial statements. This level of assurance is an inherent limitation in a system of internal controls. They should be cost-effective, with cost of such controls not exceeding the related benefit.

Gilbert & Stewart, a firm of licensed certified public accountants, has audited the basic financial statements contained in this report. With this type of audit, the independent auditors render an opinion, with reasonable assurance, as to whether the basic financial statements for the fiscal year ended June 30, 2023, are fairly presented and free of any material misstatement. Audit procedures included extensive testing and analysis of transactions, balances, and systems. The unmodified ("clean") opinion on the basic financial statements signed by Gilbert & Stewart is located at the beginning of the financial section.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of the *Management's Discussion and Analysis* (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors.

CITY PROFILE

The City of Saratoga Springs is a municipality governed by a six member legislative body consisting of an elected Mayor and five-member Council. The City was incorporated in 1997 and operates under a Council-Manager form of government established by ordinance. Policy-making and legislative authority are vested in the City Council.

The City Council is responsible for passing ordinances, adopting the budget, appointing committees, and hiring the City's manager, among other things. The City's manager is responsible for carrying out the policies and ordinances of the legislative body, for overseeing the day-to-day operations for the City, and for appointing heads of the various departments. The Council and Mayor are elected on a non-partisan basis. Council members and the Mayor serve four-year staggered terms.

The City provides many municipal services including police, fire and medical response, parks, recreation, library, water, sewer, garbage, public improvements, streets, planning, zoning, passports and administrative services. This report includes the financial statements of the funds required to report those activities, organizations and functions which are related to the City and are controlled by or financially accountable to the City Council.

BUDGETARY CONTROL

The City Council is required to adopt a final budget no later than June 22 of the fiscal year. The annual budget serves as the foundation of the City's financial planning and control. Budgets are prepared for all governmental fund types including the general fund, capital improvement funds, and debt service funds. The City Council approves all City budgets at the department level (general government, public safety, highways and public improvements, parks and recreation). Budgetary control is maintained at the department level where expenditures may not legally exceed appropriations. Department heads may make transfers within a department. The City Council may amend the budget by ordinance during the budget year but must hold a public hearing after appropriate public notice to increase governmental fund's budget before it can adopt the ordinance.

LOCAL ECONOMY AND TRENDS

The City of Saratoga Springs is located in Utah County, Utah, on the northwest shores of Utah Lake in the center of Utah's Wasatch Front Metropolitan Area. The City is 20 miles south of Salt Lake City and 30 minutes by freeway from the Salt Lake International Airport. It is an exciting pro-development community which boasts a high quality of life that includes beautiful lakeshore living, great air quality, superb views and an excellent central location between the Provo/Orem and Salt Lake City metro areas.

The City's population (2020 Census Estimate) of 44,164 residents is a suburban population that works along the Wasatch Front but desires a quiet suburban area in which to live. The City is among the top ten highest growth cities in Utah. As a region, the northern Utah County area has also experienced rapid development and growth in recent years. The physical infrastructure to continue rapid residential growth is in place and regular planning ensures that transportation expansions map to population growth rates.

Land developed in the City has taken the form of large "master planned" communities with progressive land-use and zoning practices which have resulted in quality and diverse housing styles. Since the incorporation of the city, several ordinances have been adopted and a land development code has been created that encourages planned developments, clustering of residential units, preservation of open space, creation of parks and trail systems, and the maximization of views along Utah Lake shore.

LONG-TERM FINANCIAL PLANNING

Revenue Forecasting

The City has endorsed the recommended practices issued by the *National Advisory Council on State and Local Budgeting* addressing budgeting and financial planning, specifically the six revenue forecasting practices.

- Multi-year revenue/resource projections
- Maintaining an in-depth understanding of revenues/resources
- Assessing the effects of potential changes to revenue source rates and bases
- Periodically estimating the impact and potential foregone revenue/resources as a result of policies that exempt from payment, provide discounts and credits, or otherwise favor a particular category of taxpayers or service users
- Developing a process for achieving consensus on the forecast of revenues used to

- estimate available resources for a budget
- Preparing and maintaining a revenue manual that documents revenue sources and factors relevant to present and projected future levels of those revenues

Forecasting Methodology

The City uses *qualitative* and *quantitative* approaches to forecasting revenues that include, but are not limited to:

- Trend Analysis
- Economic Reviews and Publications
- Departmental Surveys
- National, State, and Local Policy Changes
- Comparing Revenue Collections against Projections
- Consensus, Expert, and Judgmental Forecasting

Both forecasting methods include global, national, state, and local analysis that may affect revenues and financial planning.

Relevant Financial Policies

The City of Saratoga Springs recognizes its duty to its citizens and other interested parties to account for public funds and resources. The Policies and Objectives hereinafter are set forth to establish guidelines for fiscal accountability, full disclosure, and planning. These financial management policies provide a basic framework for the overall fiscal management of the City. These policies represent a foundation to address changing circumstances and conditions, and to assist in the decision making process. In addition, these policies represent guidelines for evaluating both current and future activities.

The financial policies represent long-standing principles and practices that have enabled the City to maintain financial stability. The policies are reviewed annually to represent current public policy decisions. The Council as part of the budget process adopts these policies annually.

MAJOR INITIATIVES

City Council Long-term Strategic Goals

- Create a sense of community
- Preserve natural beauty and community aesthetics
- Foster high quality, long-term planning, growth and development
- Create a healthy and safe community
- Transportation Planning
- Maintain fiscal sustainability and responsibility

Update on Major Projects

Project	Estimated Cost	Description
Foothill Extension	\$12.5 million	Provide connectivity from Pony Express to Lariat Blvd, construction in progress.
Pony Express Extension	\$5.4 million	Provide connectivity from Redwood Rd to Saratoga Rd.
Foothill WL Pony to Beacon	\$3.5 million	Culinary Water line expansion.
Zone 2 South Pond	\$3.1 million	Secondary water ponds, construction in progress.

Grandview to Ring Road Sewer Line	\$2.6 million	Sewer Line extension, construction in progress.
Zone 2 North Pond	\$2.4 million	Secondary water ponds.
Beach at South Marina	\$2.2 million	Develop amenities at the South Marina, construction in progress.

Awards and Acknowledgements

The City of Saratoga Springs received the Distinguished Budget Presentation Award from the Government Finance Officers Association (GFOA) for the City’s adopted budget beginning for the periods beginning July 1, 2011-2023. In order to qualify for the award program, the City’s budget document was judged proficient in several categories including policy documentation, financial planning, and organization.

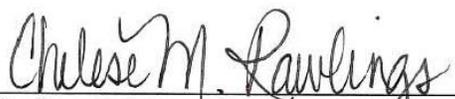
The City of Saratoga Springs received the Certificate of Achievement for Excellence in Financial Reporting from the GFOA for years 2012-2022. In order to qualify for the award, the staff must prepare annual comprehensive financial reports that evidence the spirit of transparency and full disclosure.

The preparation of this report on a timely basis could not have been accomplished without the efficient and dedicated services of the staff of the Administration and Finance Departments. We would like to express our appreciation to Gilbert & Stewart, certified public accountants, for their professional service and assistance. We would also like to thank the Mayor and members of the City Council for their interest and support in planning and conducting the financial operation of the City in a responsible and progressive manner.

Respectfully submitted,



 Mark Christensen – City Manager



 Chelese M. Rawlings – Finance Manager

CITY OF SARATOGA SPRINGS

1307 N. Commerce Drive
Saratoga Springs, Utah 84045
801-766-9793

MAYOR AND CITY COUNCIL AS OF JUNE 30, 2023

Mayor Jim Miller

Email: jmiller@saratogaspringscity.com

Term: 01/2022 - 01/2026

Council Member Ryan Poduska

Email: rpoduska@saratogaspringscity.com

Term: 01/2020 - 01/2024

Council Member Michael McOmber

Email: mmcomber@saratogaspringscity.com

Term: 01/2022 - 01/2026

Council Member Christopher Carn

Email: CCarn@saratogaspringscity.com

Term: 01/2020 - 01/2024

Council Member Stephen Willden

Email: swillden@saratogaspringscity.com

Term: 01/2022 - 01/2026

Council Member Christopher Porter

Email: cporter@saratogaspringscity.com

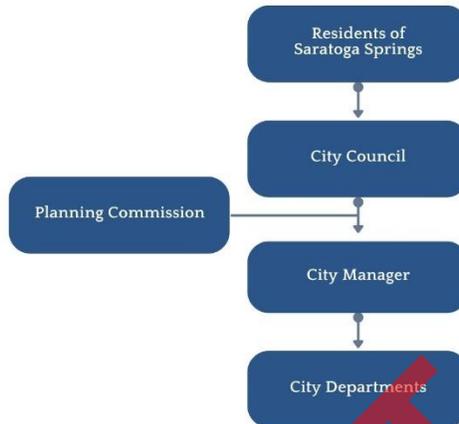
Term: 01/2020 - 01/2024

DRAFT

CITY OF SARATOGA SPRINGS, UTAH

ORGANIZATIONAL CHARTS FY2023

OVERALL CITY STRUCTURE



CITY DEPARTMENTS





Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Saratoga Springs
Utah**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2022

Christopher P. Morill

Executive Director/CEO



FINANCIAL SECTION



INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and Members of the City Council
City of Saratoga Springs
Saratoga Springs, Utah

Opinions

We have audited the accompanying financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Saratoga Springs, Utah (the City), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Saratoga Springs, as of June 30, 2023 and the respective changes in financial position and where applicable, cash flows thereof and the respective budgetary comparison for the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Saratoga Springs and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Saratoga Springs' ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our objectives to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Saratoga Springs's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Saratoga Springs's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, and the required supplementary information regarding pensions, as noted in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining statements and budgetary comparisons, as listed as supplemental information in the table of contents are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining statements and budgetary comparisons are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 31, 2023 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Gilbert & Stewart

GILBERT & STEWART, CPA PC
Provo, Utah
October 31, 2023

CITY OF SARATOGA SPRINGS, UTAH
MANAGEMENTS DISCUSSION AND ANALYSIS (UNAUDITED)
June 30, 2023

The following narrative is presented to facilitate a better understanding of the City's financial position and results of operations for the year ended June 30, 2023. When read in conjunction with the letter of transmittal and the notes to the financial statements, the financial highlights, overview and analysis should assist the reader to gain a more complete knowledge of the City's financial performance.

FINANCIAL HIGHLIGHTS

- The City's government-wide net position as of June 30, 2023, were \$448,510,109. Of this amount, \$65,677,333 (unrestricted net position) is available to meet ongoing financial obligations. Deferred outflows of resources was \$3,337,720 and deferred inflows of resources was \$5,183,206 as of June 30, 2023.
- The City's government-wide net position increased by \$49,897,417. Of this amount, business-type activities increased by \$26,666,169 an 11.8 percent increase, and the governmental activities increased by \$23,231,248 an increase of 13.4 percent when compared to last fiscal year.
- The City's governmental funds reported a combined ending fund balance of \$32,494,550 an increase of \$347,282 (1.1 Percent) compared to the beginning of this year's fund balance amount. The increase in fund balance in comparison to last fiscal year is attributable to a slight increase in fund balances due to expenditures for capital projects and unassigned. Of the combined total fund balance, \$12,423,269 is available for spending at the discretion of the City (unassigned fund balance).
- The General Fund is the primary operating fund of the City. The unassigned fund balance of the General Fund at June 30, 2023, totaled \$12,423,269 and is 53.5 percent of the General Fund total revenues for the year and 38.2 percent of total governmental fund balance.
- The City's total debt had a net decrease of \$963,149 during fiscal year 2023. This represents a 2.4 percent decrease over the prior year, this is a result from required debt service payments and the addition of a capital lease.

OVERVIEW OF THE FINANCIAL STATEMENTS

The financial section of this report includes four parts: 1) the independent auditors' report on financial statements and supplementary information; 2) this segment, management's discussion and analysis; 3) the basic financial statements; and 4) supplementary information. Within the basic financial statements are two distinct types of financial statements, 1) the government-wide financial statements, and 2) the fund financial statements. The notes to the financial statements are also an integral part of the basic financial statements. The City's basic financial statements are presented in accordance with Governmental Accounting Standards Board Statement No. 34 (GASB 34), *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments*, as amended.

Immediately following the notes to the financial statements, the supplementary information includes balance sheets and income statements for non-major governmental funds, as well as other budgetary information.

Government-wide Financial Statements: The government-wide financial statements provide a view of City finances as a whole, similar to a private-sector business. These statements include the Statement of Net position and the Statement of Activities.

CITY OF SARATOGA SPRINGS, UTAH
MANAGEMENTS DISCUSSION AND ANALYSIS (UNAUDITED)
June 30, 2023

The **Statement of Net Position** includes all of the City's assets and liabilities, and the resulting difference between the assets and liabilities, or net position. Net position (and the related change in net position from year to year) are probably the most important financial measurement to enable an understanding of the financial position of the City, and whether financial position improves or deteriorates each year. To assess the overall health of the City, additional non-financial factors, such as changes in the property tax base, the condition of the City's infrastructure, etc. should be considered.

The **Statement of Activities** shows how the City's net position changed as a result of its operations during the most recent fiscal year. To understand the basis of how these numbers are determined, it is important to note that changes in net position are reported whenever an event occurs that requires a revenue or expense to be recognized, regardless of when the related cash is received or disbursed (the accrual basis of accounting). For example, most revenues are reported when the revenues are legally due, even though they may not be collected for some time after that date; and an obligation to pay a supplier is reported as an expense when the goods or services are received, even though the bill may not be paid until sometime later.

There are two distinct types of activities reflected in the government-wide statements: governmental activities and business-type activities. Governmental activities are those supported primarily by taxes and intergovernmental revenues, while business-type activities are those in which all costs (or at least a significant portion of costs) are intended to be recovered through user fees and charges. The governmental activities for the City of Saratoga Springs included General Government (Legislative, Administrative, Utility Billing, Treasurer, Recorder, Attorney, Justice Court, Non-Departmental, Buildings and Grounds, Elections, and Planning and Zoning); Public Safety (Communications, Police, and Fire, Building Inspection); Public Works (Building Inspection, Streets, Engineering, Public Improvements and GIS); and Recreation (parks & open spaces, recreation, library, and civic events). The business-type activities include Water, Sewer, Storm Drain, and Garbage.

Fund Financial Statements: The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures. Government resources are allocated to and accounted for in individual funds based on the purposes for which the funds are to be spent as well as how the activities are to be controlled. The two broad categories of funds are: governmental funds and proprietary funds.

Governmental Funds – At the fund level, the focus is on changes in short-term spendable resources and the balance available to spend, rather than the long-term focus used for determining government-wide numbers. Because the focus is so different between fund statements and government-wide statements, reconciliations, between the two types of statements is necessary to understand how the numbers differ. Such reconciliations are provided for the reader on pages 31 and 33. The city has three governmental type funds. These are the general fund, the internal service fund and the capital projects funds. Two of these are considered major funds: The basic governmental fund financial statements can be found on pages 28-31 of this report.

- The **General Fund** is used to account for all financial resources of the City that are not accounted for by a specialized fund. More specifically, the general fund is used to account for ordinary operations such as collection of tax revenues and general government expenditures. The City adopts an annual appropriation budget for the general fund. On page 34, a budgetary comparison statement has been provided for the general fund to demonstrate budgetary compliance.
- **Internal Service Fund** is used to account for the central financing of goods or services provided to various departments of the City or other governments on a cost-reimbursement basis. The City currently has one internal service fund. The Street Lighting Fund provides storage, repair, and maintenance.

CITY OF SARATOGA SPRINGS, UTAH
MANAGEMENTS DISCUSSION AND ANALYSIS (UNAUDITED)
June 30, 2023

- **Capital Projects Funds** are used to account for financial resources to be used for the acquisition or construction of major capital improvements. These funds do not account for capital improvements financed by the proprietary funds.

Proprietary Funds provide the same type of information as the government-wide financial statements, only in more detail. The only proprietary fund type used by the City is enterprise funds. The basic proprietary fund financial statements can be found on pages 35-37 of this report.

- **Enterprise Funds** are used to account for operations (a) that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes. The City currently operates enterprise funds for the City-owned water system, sewer system, storm drain and garbage.

Notes to the financial statements contain additional information important to a complete understanding of the information contained in the government-wide and fund financial statements. Notes to the financial statements are located after the basic financial statements as listed in the table of contents.

DRAFT

CITY OF SARATOGA SPRINGS, UTAH
MANAGEMENTS DISCUSSION AND ANALYSIS (UNAUDITED)
June 30, 2023

FINANCIAL ANALYSIS OF THE CITY AS A – WHOLE

Net position – The following table presents summary information for the Statement of net position for the years ended June 30, 2023 and 2022.

City of Saratoga Springs
Comparative Summary of Net position
(in millions of dollars)

	Governmental		Business-Type		Total		Total % Change
	Activities		Activities				
	<u>2023</u>	<u>2022</u>	<u>2023</u>	<u>2022</u>	<u>2023</u>	<u>2022</u>	
Current and other assets	\$ 63.4	\$ 63.7	\$ 40.6	\$ 37.6	\$ 104.1	\$ 101.3	2.7%
Capital assets	172.9	151.2	241.3	222.2	414.1	373.4	10.9%
Deferred Outflow of Resources	3.1	2.3	0.2	0.3	3.3	2.7	22.2%
Total Assets and Deferred Outflow of resources	\$ 239.4	\$ 217.3	\$ 282.1	\$ 260.1	\$ 521.6	\$ 477.4	9.3%
Long-Term liabilities	13.0	11.7	25.5	27.8	38.5	39.5	-2.5%
Other liabilities	24.9	22.4	4.4	6.3	29.4	28.7	2.4%
Total liabilities	37.9	34.1	29.9	34.1	67.9	68.1	-0.3%
Deferred Inflows of Resources	5.1	10.1	0.009	0.5	5.1	10.6	-51.9%
Net Position							
Net investment							
In capital assets	161.9	140.4	215.6	194.5	377.6	334.9	12.8%
Restricted – Impact Fees	2.7	-	2.3	9.3	5.1	9.3	-45.2%
Unrestricted	31.5	32.4	34.1	21.8	65.6	54.2	21.0%
Total net Position	196.3	173.1	252.1	225.5	448.5	398.6	12.5%
Total liabilities, deferred inflows of resources and net position	\$ 239.4	\$ 217.3	\$ 282.1	\$ 260.1	\$ 521.6	\$ 477.4	9.3%

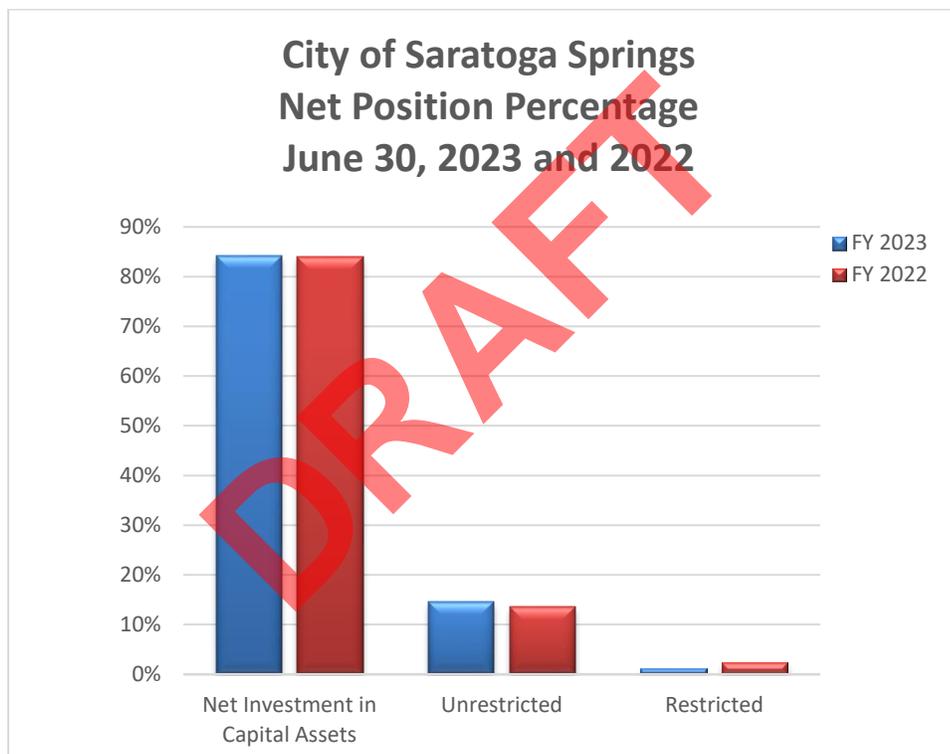
As noted earlier, net position may serve over time as a useful indicator of a government’s financial position. At June 30, 2023, the City’s assets and deferred outflows of resources exceeded its liabilities and deferred inflows by approximately \$448.5 million (net position) compared to \$398.6million at June 30, 2022. This would indicate an improved financial position in comparison to last fiscal year. Roughly 84.2 percent at June 30, 2023, and 84.1 percent at June 30, 2022 of these amounts are represented by the investment in capital assets, net of debt still outstanding relating to the acquisition of those assets. Due to the nature of long-term assets (not easily convertible to liquid assets) they are not considered to be available for spending or appropriation. Further, even though the presentation here shows net investment in capital assets, it should be understood that the repayment of this debt does not come from the capital assets themselves, but comes from other resources. The increase in the City’s net investment in capital assets of \$42.7 million was due to developer capital contributions, routine acquisitions of capital assets, repayments of related debt, and depreciation expense.

The other sub-classification of net position is unrestricted. The balance of \$65.6 million at June 30, 2023 and \$54.2 million at June 30, 2022, which is unrestricted, indicates that this amount may be used to meet

CITY OF SARATOGA SPRINGS, UTAH
MANAGEMENTS DISCUSSION AND ANALYSIS (UNAUDITED)
June 30, 2023

general, on-going financial obligations without limitations established by debt covenants or other legal requirements. The increase from last fiscal year is the result of an increase in fund balances in general capital and debt service accounts due to capital acquisitions.

The following graph represents the percentage of restricted and unrestricted net position as discussed above.



CITY OF SARATOGA SPRINGS, UTAH
MANAGEMENTS DISCUSSION AND ANALYSIS (UNAUDITED)
June 30, 2023

Changes in Net position – As taken from the Statement of Activities, the following table signifies the changes in net position for fiscal years 2023 and 2022.

City of Saratoga Springs
Summary of Change in Net position
(in millions of dollars)

	Governmental		Business-Type		Total		Total % Change
	Activities		Activities				
	<u>2023</u>	<u>2022</u>	<u>2023</u>	<u>2022</u>	<u>2023</u>	<u>2022</u>	
Revenues							
Program Revenues							
Charges for Services	\$ 11.5	\$ 13.7	\$ 23.3	\$ 20.3	\$ 34.8	\$ 34.0	2.3%
Operating grants and contributions	0.9	0.9	-	-	0.9	0.9	0.0%
Capital grants and contributions	22.4	24.5	33.0	25.5	55.4	50.1	10.6%
General Revenues							
Property Tax	5.3	4.9	-	-	5.3	4.9	8.2%
Other Taxes	14.2	12.1	-	-	14.2	12.1	17.4%
Investment earnings	2.0	-0.1	-	-	2.0	-0.1	2100.0%
Total Revenues	<u>56.3</u>	<u>56.0</u>	<u>56.3</u>	<u>45.8</u>	<u>112.6</u>	<u>101.9</u>	<u>10.5%</u>
Expenses							
General government	3.9	3.4	-	-	3.9	3.4	14.7%
Public safety	12.2	11.9	-	-	12.2	11.9	2.5%
Highways and public improvements	7.1	7.0	-	-	7.1	7.0	1.4%
Parks and recreation	9.0	7.1	-	-	9.0	7.1	26.8%
Community Development	0.7	0.7	-	-	0.7	0.7	0
Interest on long-term debt	0.3	0.3	-	-	0.3	0.3	0
Water utility	-	-	16.3	22.2	16.3	22.2	-26.6%
Sewer utility	-	-	7.2	6.3	7.2	6.3	14.3%
Storm drain utility	-	-	3.0	2.0	3.0	2.0	50.0%
Garbage	-	-	2.6	2.0	2.6	2.0	30.0%
Street Lights	-	-	0.5	0.5	0.5	0.5	0
Total Expenses	<u>33.2</u>	<u>30.4</u>	<u>29.7</u>	<u>33.00</u>	<u>62.8</u>	<u>63.4</u>	<u>-0.9%</u>
Excess or deficiency before transfers							
Change in net position	23.2	25.7	26.6	14.2	49.8	39.9	24.8%
Transfers	-	-	-	-	-	-	-
Net position beginning	173.1	147.3	225.5	211.2	398.6	358.5	11.2%
Net position ending	<u>\$ 196.3</u>	<u>\$ 173.1</u>	<u>\$ 252.1</u>	<u>\$ 225.5</u>	<u>\$ 448.5</u>	<u>\$ 398.6</u>	<u>12.5%</u>

Net position increased from governmental activities in fiscal year 2023 approximately \$23.2 million and increased \$25.7 million in fiscal year 2022. The increase is primarily due to increases in general government revenue, primarily in taxes (sales and franchise taxes). Expenses for governmental activities were higher with a \$2.8 million increase. This is mainly due to increase in personnel costs in addition to increased positions.

CITY OF SARATOGA SPRINGS, UTAH
MANAGEMENTS DISCUSSION AND ANALYSIS (UNAUDITED)
June 30, 2023

Net position increased \$26.6 million in fiscal year 2022 and increased \$14.3 million in 2022 for business-type activities. The revenues for business-type activities decreased with an increase in charges for services combined with an increase in capital grants and contributions.

Revenues – For the year ended June 30, 2023, the City’s government-wide revenues are approximately \$112.6 million as compared to the prior year total revenues of \$101.9 million. Key elements of this change were as follows:

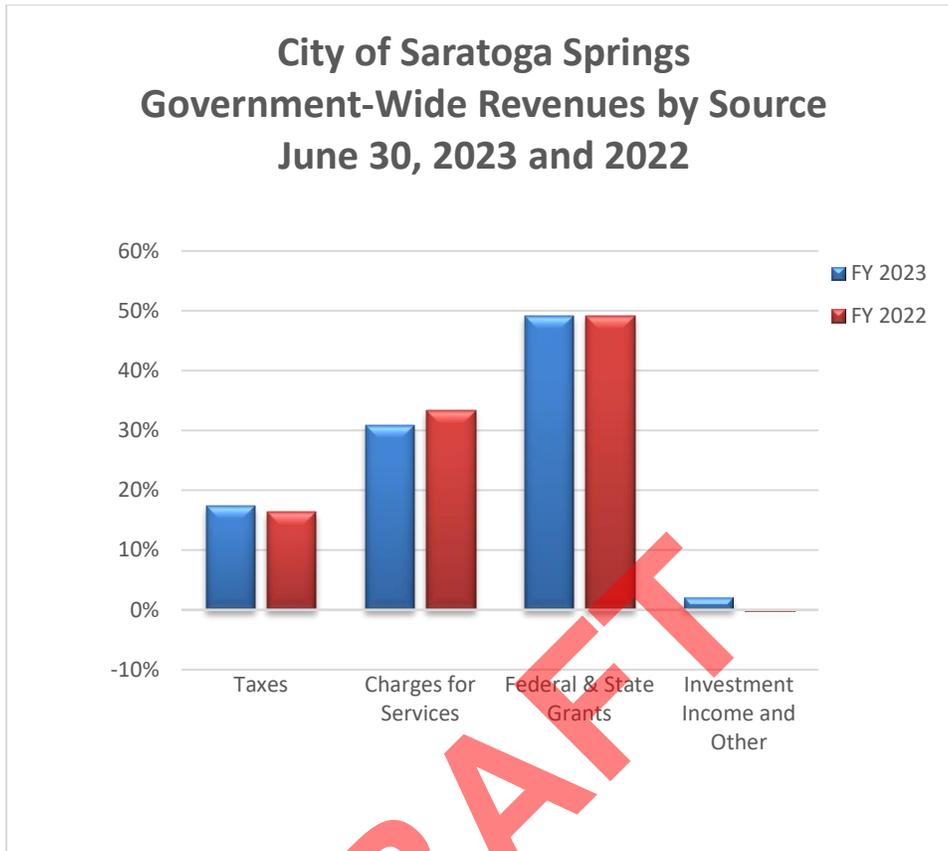
Of the City’s total revenues, about 17.3 percent in fiscal year 2023 and 16.7 percent in fiscal year 2022 resulted from taxes (under half of which is from property taxes) as shown in the following table:

City of Saratoga Springs
(in millions of dollars)

	Government wide		Total % Change
	Tax Revenues		
	2023	2022	
Property tax	\$ 5.4	\$ 4.9	10.2%
General sales and use tax	11.0	9.5	15.8%
Franchise fees	0.2	0.2	0.0%
Energy Tax	3.0	2.4	25.0%
Total	<u>\$ 19.6</u>	<u>\$ 17.0</u>	<u>15.3%</u>

- Charges for services increased by \$0.8 million in fiscal year 2023 and was 30.9 percent of total revenues in fiscal year 2023 from 33.4 percent in fiscal year 2022. The increase is due increases in the amount of Charges for services mainly from development fees, recreation fees and ambulance service revenue.
- Operating and capital contributions stayed the same in fiscal year 2023 from \$0.9 million to \$0.9 million. This was due to similar operating grant revenues received in public safety in Fire.
- Investment and other income, which is a combination of interest earnings and gain on the sale of capital assets increased in fiscal year 2023 by \$2.1 million due to the increase in interest rates.

CITY OF SARATOGA SPRINGS, UTAH
MANAGEMENTS DISCUSSION AND ANALYSIS (UNAUDITED)
June 30, 2023



Expenses – The City’s government-wide total expenses cover a range of services. For the year ended June 30, 2023, the City’s total expenses are \$62.8 million compared to the prior year of \$63.4 million. Of the \$0.6 million decrease, general government expenses increased \$0.5 million, public safety increased \$0.3 million, highways and public improvements increased \$0.1 million, parks and recreation increased \$1.9, the Community Development stayed the same, interest on long-term debt stayed the same, and business-type activities decreased by \$3.3 million.

Governmental Activities:

Revenue Highlights:

- Taxes encompass a sizable source of revenue for the City’s governmental activities: Roughly \$19.5 million or 34.6 percent in fiscal year 2023 and \$17 million or 30.4 percent in fiscal year 2022 of total revenues from governmental activities. The \$2.5 million increase is majorly from sales and other taxes.
- Charges for services decreased to \$11.5 million or 20.4 percent of total revenues from governmental activities in fiscal year 2023 from \$13.7 million or 24.5 percent of total governmental activities revenues in fiscal year 2022. The decrease in fiscal year 2023 is a result decreased charges for services in Highways and Public Works being collected.
- Grant and contribution revenue denotes approximately \$22.4 million or 39.8 percent in fiscal year 2023 and \$24.5 million or 43.8 percent in fiscal year 2022 of total revenues from governmental

CITY OF SARATOGA SPRINGS, UTAH
MANAGEMENTS DISCUSSION AND ANALYSIS (UNAUDITED)
June 30, 2023

activities. The \$2.1 million decrease was the effect of less developer contributions received in highways and public works as compared to last fiscal year.

Expense Highlights:

- General government expenses of around \$3.9 million in fiscal year 2023 and \$3.4 million in fiscal year 2022 represented 11.7 percent in fiscal year 2023 and 11.2 percent in fiscal year 2022 of total expenses from governmental activities. General government includes: Legislative, Administration, Utility billing, Treasury, Recorder, Attorney, Justice Court, Elections, and non-departmental. The \$0.5 million increase is due mainly to an increase in personnel costs.
- Public safety expenses were \$12.2 million or 36.7 percent in fiscal year 2023 and \$11.9 million or 39.1 percent in fiscal year 2022. The expenses are higher due to increased personnel costs.
- Highways and public improvements were \$7.1 million or 21.4 percent in fiscal year 2023 and \$7.0 million or 23.0 percent in fiscal year 2022. The \$0.1 million increase is due to more road and general capital projects.
- Parks and recreation expenses were \$9.0 million or 27.1 percent in fiscal year 2023 and \$7.1 million or 23.4 percent in fiscal year 2022. The \$1.9 million increase is due to an increased number of capital projects and increased personnel costs.

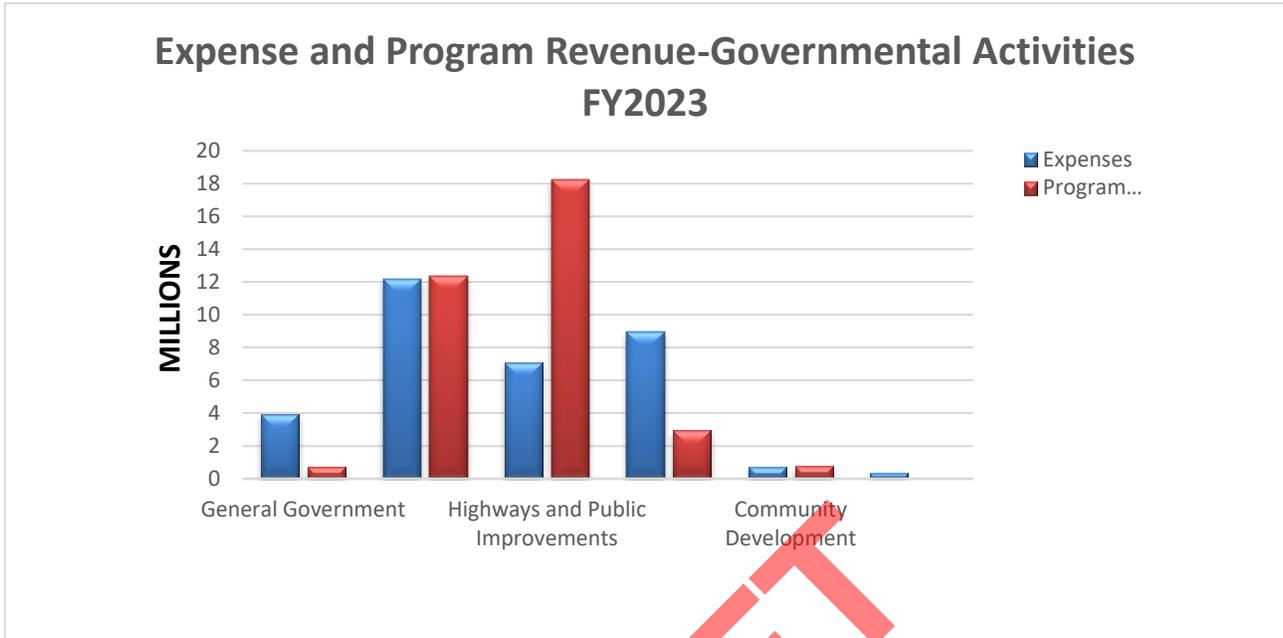
As a result, total net expenses that were funded by general revenues were \$1.8 million. Tax revenues of \$19.5 million were sufficient to fund net expenses in fiscal year 2023.

The following presents the costs and net costs (total cost less fees generated by the activities and intergovernmental aid) of the City's programs:

City of Saratoga Springs
Costs of Governmental Activities
(in millions of dollars)

	Total Cost of Services		Net Cost of Services		Total %
	<u>2023</u>	<u>2022</u>	<u>2023</u>	<u>2022</u>	<u>Change</u>
General government	\$ 3.9	\$ 3.4	\$ (3.2)	\$ (3.1)	-3.2%
Public safety	12.2	11.9	0.1	1.7	-94.1%
Highways and public improvements	7.1	7.0	11.1	14.2	-21.8%
Parks and recreation	9.0	7.1	(6.0)	(3.7)	-62.2%
Community Development	0.7	0.7	0.1	0.1	0.0%
Interest on long-term debt	0.3	0.3	(0.3)	(0.4)	25.0%
Total	<u>\$ 33.2</u>	<u>\$ 30.4</u>	<u>\$ 1.8</u>	<u>\$ 8.8</u>	<u>-79.5%</u>

CITY OF SARATOGA SPRINGS, UTAH
MANAGEMENTS DISCUSSION AND ANALYSIS (UNAUDITED)
June 30, 2023



Based on Government-Wide Financial Statements. See page 29.

Business-type Activities:

The City’s business-type activities increased net position by \$26.6 million. Key elements of this increase were as follows:

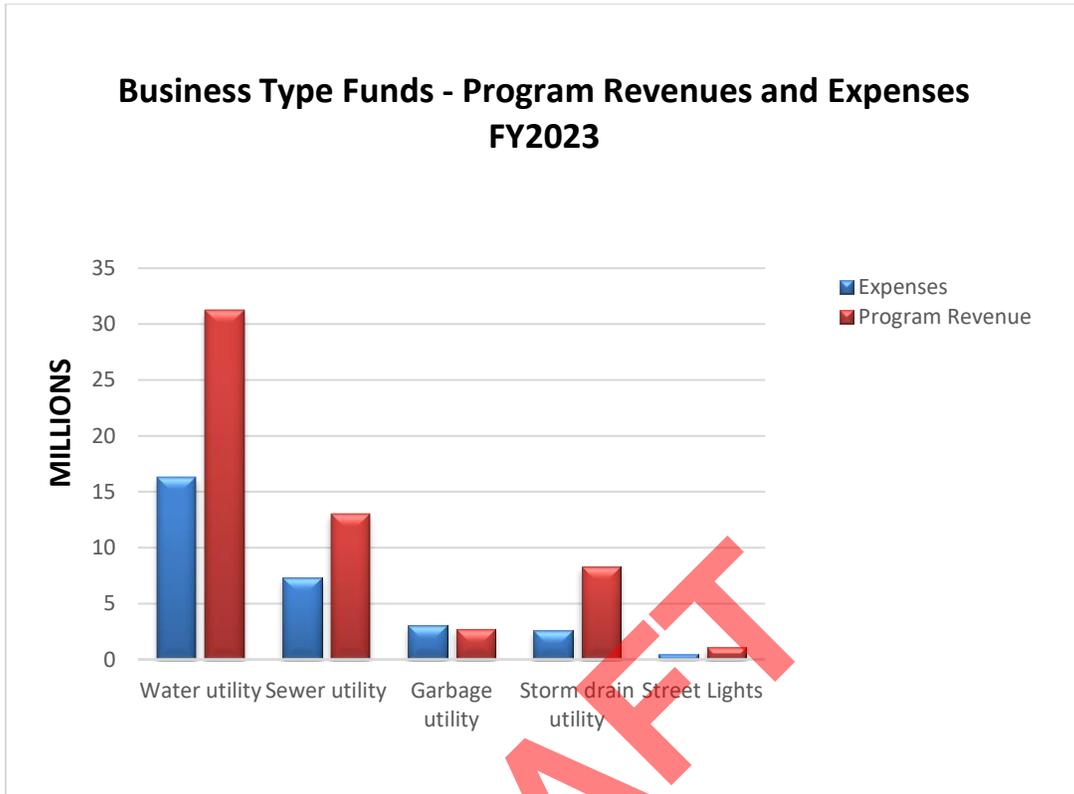
Revenue Highlights:

- Charges for services for business-type activities increased by \$3.0 million for fiscal year 2023. This is mainly due to more impact fee revenues for this fiscal year.
- Operating and capital grants and contributions increased about \$7.5 million in fiscal year 2023. The \$7.5 million decrease is due to more developer contributions.

Expense Highlights:

- Personnel expenses stayed approximately the same as last fiscal year due to unfilled budgeted positions in the utility funds.
- Supplies and maintenance expenses increased by more than \$10.9 million. The increase is due to a increase of purchase of water meters in addition to the additional PPE that was purchased.
- Professional services expenses decreased in the utility funds. The decrease is due to less consulting services needed to prepare for various upcoming capital projects.
- Treatment and sanitation expenses increased approximately \$0.7 million due to an increase in sewer treatment costs as a result from the continuous growth in housing.

CITY OF SARATOGA SPRINGS, UTAH
MANAGEMENTS DISCUSSION AND ANALYSIS (UNAUDITED)
June 30, 2023



FINANCIAL ANALYSIS OF THE CITY'S FUNDS

Governmental Funds: The focus of the City's governmental funds is to provide information on near-term inflows, outflows and balances of resources available for appropriation. Such information is helpful in assessing the City's financial requirements.

As of June 30, 2023, the aggregate fund balance of the City's governmental funds was \$32.5 million, an increase of \$0.3 million in comparison with the fiscal year ended June 30, 2022. In fiscal year 2023, about \$12.4 million or 38.2 percent of this amount is unassigned fund balance compared to about \$9.9 million or 30.7 percent in fiscal year 2022. Unassigned fund balance categories are available for appropriation by the City Council at their discretion.

Assigned fund balance has limitations on use, are not available for new spending and are approximately \$18.7 million in fiscal year 2023 and \$14.3 million in fiscal year 2022. Of the assigned fund balance \$18.5 million is for capital projects, and \$0.2 million is for community development. Restricted fund balance has limitations in that it is just used for projects for future growth in the designated impact fee funds. The balance in the restricted is \$1.4 million.

The General Fund is the principal operating fund of the City. Utah State code establishes a 5.0 percent minimum (\$1,710,314) and a 35.0 percent maximum (\$11,972,201) limit to the amount that may be accumulated as the fund balance in the General Fund. As of June 30, 2023 the unassigned fund balance of the General Fund was \$12,423,269 and was \$451,068 above the 35.0 percent limit. The unassigned fund balance increased by \$2,545,278 in fiscal year 2023. The main reason for increased fund balance is the increase in taxes collected and charges for services.

CITY OF SARATOGA SPRINGS, UTAH
MANAGEMENTS DISCUSSION AND ANALYSIS (UNAUDITED)
June 30, 2023

Proprietary Funds: The City’s proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Net position of the City’s enterprise funds totaled about \$252.2 million at June 30, 2023, as compared to \$225.5 million at the end of fiscal year 2022. Net position at the end of fiscal year 2023 and 2022 for each of these funds were:

Fund	City of Saratoga Springs Proprietary Funds		Change
	Amount		
	2023	2022	
Water Utility	\$ 152,848,351	\$ 137,897,442	\$ 14,950,909
Sewer Utility	51,307,039	45,559,725	5,747,314
Strom Drain Utility	44,182,216	38,955,478	5,226,738
Non Major Funds	3,861,933	3,120,725	741,208
Total	\$ 252,199,539	\$ 225,533,370	\$ 26,666,169

The net increase in net position from the prior year was \$14.4 million as compared to an increase of \$26.7 million in fiscal year 2023. Operating revenues increased \$1.5 million in fiscal year 2023 as compared to a \$1.1 million increase change in fiscal year 2022 due to increased charges for services, connections and other fees.

The Water Utility operating revenues increased by \$0.2 million due to increased residents and households within the city limits due to continued growth. The Sewer Utility operating revenues increased by \$1.0 million in comparison to the previous fiscal year due to increased residents and households within city limits due to continued growth. The Storm Drain Utility operating revenues increased \$0.4 million.

Water Utility net position invested in capital assets net of related debt increased by \$15.0 million in fiscal year 2023 primarily due to increased accumulated depreciation, routine acquisition and disposition of capital assets, and less total liabilities. Restricted net position decreased by \$6.9 million and unrestricted net position increased by \$10.0 million.

Sewer utility net position invested in capital assets net of related debt increased by \$5.7 million, unrestricted net position increased by \$1.2 million. The increase in net position invested in capital assets net of related debt was due to the net acquisition of capital assets, disposition of capital assets and depreciation expense.

Storm Drain Utility net position invested in capital assets net of related debt increased by \$5.2 million, unrestricted net position increased by \$0.7 million resulting in a net increase of total net position of a little more than \$5.2 million.

CITY OF SARATOGA SPRINGS, UTAH
MANAGEMENTS DISCUSSION AND ANALYSIS (UNAUDITED)
June 30, 2023

GENERAL FUND BUDGETARY HIGHLIGHTS

Differences between the original budget and the final amended budget for expenditures of more than \$0.8 million (net increase) can be summarized as follows:

- More than \$0.4 million increase in general government resulting from increases in general government consulting, grant expenditures, and personnel.
- More than \$0.5 million increase in public safety from public safety personnel for the Bluffdale contract and the Saratoga Springs police department.
- More than \$0.4 million increase in highways and streets mainly for new position in personnel.
- More than \$0.2 million increase in Parks and recreation for increased personnel and equipment.

Total actual expenditures came in \$2.7 million below the final budget. The differences between actual and the final budget can be briefly summarized as follows:

- The final budget was \$0.8 million more than the actual expenditures in general government. This difference was attributed to spending coming in under budget in salaries and wages, supplies, education and training, and contract services.
- The final budget was \$1.7 million more than the actual expenditures in public safety. This difference was attributed to actuals less than budget in salaries and wages, equipment and professional contract services.
- The final budget was \$0.3 million more than the actual expenditures in highways and public improvements. This difference was attributed to coming in under budget in salaries and wages, employee benefits, street maintenance equipment and vehicle lease payments.
- The final budget was \$0.2 million less than actual expenditures in parks and recreation. The difference was coming in over budget in salaries and wages, employee benefits, vehicle lease payments, and supplies.

Actual revenues of \$34.2 million were above the final budgeted revenues of \$32.4 million by \$1.8 million. This is mainly due to taxes, increased charges for services and licenses and permits.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets: The City's investment in capital assets for is governmental and business-type activities totaled \$414.1 million (net of \$180.8 million accumulated depreciation) at June 30, 2023, as compared to \$373.3 million (net of \$164.2 million accumulated depreciation) at June 30, 2022. This investment in capital assets includes land, water rights, buildings, equipment, infrastructure, water capacities, culinary water system, secondary water irrigation system, sewer system, storm drain system, and construction in progress.

Major capital asset additions during the year ended June 30, 2023 include:

Governmental Activities:

- \$0.1 million Sunrise Meadows Bike Park
- \$0.6 million Redwood Road Trail Segments
- \$5.4 million Pony Express Extension
- \$13.2 million for Developer Contributions for Road Infrastructure

CITY OF SARATOGA SPRINGS, UTAH
MANAGEMENTS DISCUSSION AND ANALYSIS (UNAUDITED)
June 30, 2023

Business-type Activities:

- \$0.4 million Northgate Secondary Waterlines
- \$0.9 million Mt Saratoga Z1 Tank
- \$2.4 million Zone 2 North Pond
- \$3.5 million Foothill Waterline Pony to Beacon
- \$3.5 million Developer Sewer Infrastructure Contributions
- \$5.9 million Developer Storm Drain Infrastructure Contributions
- \$9.3 million Developer Water Infrastructure Contributions

Additional information on the City’s capital assets can be found in Note 4 – Capital Assets on page 48 of this report.

Long-Term Liabilities: Long-term debt for governmental activities increased by more than \$1.3 million in comparison with fiscal year 2022 due to reductions from bond payments. Business-type activities debt increased in fiscal year 2023 by \$2.3 million when compared with fiscal year 2022. Please see Note 11 for details concerning long-term debt on Page 61.

ECONOMIC FACTORS AND NEXT YEAR’S BUDGET

- The unemployment rate for Utah County was 2.8 percent compared with the State unemployment rate of 2.7 percent and a national rate of 3.6 percent.
- The fiscal year 2023 City budget does not include a property tax increase. The City Council adopted the certified tax rate for the General Fund. In accordance with Utah Statutes, the certified tax rate is intended to generate the same amount of property tax revenue as was received the prior year plus revenue for “new growth” occurring in the City. All other revenue sources have been estimated on a conservative basis using a multi-year trend analysis and assuming no significant changes in the local economy. The City’s approach to budgeting includes preparation of a five-year capital plan. The long-term nature of the City’s financial planning system allows decision makers to better understand the true effect of policy decisions. One of the most powerful aspects of the multi-year financial planning is its capability to recognize trends over time and begin at an early point to consider necessary steps to alter the long-term forecasted position of the City.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the City of Saratoga Springs’ finances to everyone with an interest. Questions concerning any of the information provided in this report requests for additional information should be addressed to:

City of Saratoga Springs
Attn: Finance Department
1307 N. Commerce Drive
Saratoga Springs, Utah 84045-5302

A scenic landscape at sunset. The sun is low on the horizon, casting a warm orange glow over the scene. In the foreground, there are silhouettes of bare trees and reeds. The middle ground shows a body of water reflecting the sunset. The background features rolling hills or mountains under a clear blue sky. A large, semi-transparent red watermark with the word "DRAFT" is oriented diagonally across the center. A white rectangular box is superimposed over the sun, containing the text "BASIC FINANCIAL STATEMENTS" in a bold, black, serif font.

BASIC FINANCIAL STATEMENTS

CITY OF SARATOGA SPRINGS

Statement of Net Position

June 30, 2023

	Primary Government		Total
	Governmental Activities	Business-type Activities	
ASSETS			
Cash and cash equivalents and investments	\$ 55,064,527	\$ 34,302,041	\$ 89,366,567
Cash restricted	1,397,475	2,444,866	3,842,342
Accounts receivable - net	3,128,324	1,849,829	4,978,153
Internal balances	(1,983,442)	1,983,442	-
Due from other governmental units	5,035,646	-	5,035,646
Net pension asset	845,766	55,903	901,669
Land	30,098,640	2,668,045	32,766,685
Water rights	-	23,729,353	23,729,353
Construction in progress	19,250,063	9,581,517	28,831,580
Buildings and improvements	15,118,144	-	15,118,144
Equipment	10,717,048	2,872,523	13,589,571
Infrastructure	189,060,818	291,859,120	480,919,938
Accumulated Depreciation	(91,384,328)	(89,388,347)	(180,772,675)
Total assets	<u>236,348,681</u>	<u>281,958,292</u>	<u>518,306,973</u>
DEFERRED OUT FLOW OF RESOURCES			
Pension related costs	3,130,781	206,939	3,337,720
Total Deferred outflow of resources	<u>3,130,781</u>	<u>206,939</u>	<u>3,337,720</u>
Total assets and deferred outflows of resources	<u>\$ 239,479,463</u>	<u>\$ 282,165,231</u>	<u>\$ 521,644,694</u>
LIABILITIES			
Accounts payable and accrued liabilities	\$ 5,590,554	\$ 2,074,122	\$ 7,664,676
Deposits payable	11,953,974	517,582	12,471,556
Accrued interest payable	28,272	61,145	89,417
Unearned revenues	7,414,807	1,796,360	9,211,167
Long-term liabilities			
Due within one year	1,593,250	1,619,714	3,212,964
Due in more than one year	11,413,978	23,887,621	35,301,599
Total liabilities	<u>37,994,835</u>	<u>29,956,544</u>	<u>67,951,379</u>
DEFERRED INFLOWS OF RESOURCES			
Pension related costs	138,411	9,148	147,559
Property taxes levied for future years	5,035,647	-	5,035,647
Total deferred inflow of resources	<u>5,174,058</u>	<u>9,148</u>	<u>5,183,206</u>
NET POSITION			
Net investment in capital assets	161,969,706	215,687,070	377,656,776
Restricted			
Impact fees	1,935,044	2,339,287	4,274,331
Net pension assets	845,766	55,903	901,669
Unrestricted	31,560,054	34,117,279	65,677,333
Total net position	<u>196,310,570</u>	<u>252,199,539</u>	<u>448,510,109</u>
Total liabilities, deferred inflows of resources and net position	<u>\$ 239,479,463</u>	<u>\$ 282,165,231</u>	<u>\$ 521,644,694</u>

See accompanying notes to the financial statements.

CITY OF SARATOGA SPRINGS

Statement of Activities
For the Year Ended June 30, 2023

Function/Programs	Expenses	Program Revenues			Net (Expense) Revenue & Changes in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Primary government:							
Governmental activities:							
General government	\$ 3,939,098	\$ 733,059	\$ -	\$ -	\$ (3,206,039)	\$ -	\$ (3,206,039)
Public safety	12,188,986	9,691,535	227,807	2,421,653	152,009	-	152,009
Highways and public works	7,090,891	49,747	-	18,205,491	11,164,347	-	11,164,347
Parks and recreation	8,973,034	1,090,207	-	1,841,541	(6,041,286)	-	(6,041,286)
Community Development	729,650	-	760,000	-	30,350	-	30,350
Interest on long-term debt	331,385	-	-	-	(331,385)	-	(331,385)
Total governmental activities	<u>33,253,044</u>	<u>11,564,548</u>	<u>987,807</u>	<u>22,468,685</u>	<u>1,767,996</u>	<u>-</u>	<u>1,767,996</u>
Business-type activities:							
Major Funds							
Water	16,315,045	11,562,202	-	19,703,752	-	14,950,909	14,950,909
Sewer	7,273,841	6,955,895	-	6,065,260	-	5,747,314	5,747,314
Storm Drain	3,054,484	1,496,588	-	6,784,634	-	5,226,738	5,226,738
Non Major Funds							
Garbage	2,582,392	2,720,827	-	-	-	138,435	138,435
Street Lights	500,436	645,209	-	458,000	-	602,773	602,773
Total business-type activities	<u>29,726,198</u>	<u>23,380,721</u>	<u>-</u>	<u>33,011,646</u>	<u>-</u>	<u>26,666,169</u>	<u>26,666,169</u>
Total primary government	<u>\$ 62,979,242</u>	<u>\$ 34,945,269</u>	<u>\$ 987,807</u>	<u>\$ 55,480,331</u>	<u>1,767,996</u>	<u>26,666,169</u>	<u>28,434,165</u>
General revenues:							
Property taxes					\$ 5,394,820	\$ -	\$ 5,394,820
General sales and use tax					11,070,081	-	11,070,081
Franchise taxes					185,550	-	185,550
Energy taxes					3,031,148	-	3,031,148
Interest earnings					2,042,993	-	2,042,993
Gain (loss) on sale of capital assets					(261,340)	-	(261,340)
Total general revenues and transfers					<u>21,463,252</u>	<u>-</u>	<u>21,463,252</u>
Change in net Position					23,231,248	26,666,169	49,897,417
Net position- beginning					173,079,322	225,533,370	398,612,692
Net position - ending					<u>\$ 196,310,570</u>	<u>\$ 252,199,539</u>	<u>\$ 448,510,109</u>

See accompanying notes to the financial statements.

CITY OF SARATOGA SPRINGS

Balance Sheet

Governmental Funds

June 30, 2023

	Major Funds			Total Governmental Funds
	General Fund	Capital Projects	Community Development Renewal Agency	
ASSETS				
Cash and cash equivalents and investments	\$ 22,310,261	\$ 31,859,996	\$ 894,270	\$ 55,064,527
Cash - restricted	756	1,396,719	-	1,397,475
Accounts receivable - net	3,128,324	-	-	3,128,324
Special Assessments	-	-	-	-
Due from other funds	5,010,909	-	-	5,010,909
Due from other governments	5,035,646	-	-	5,035,646
Prepays	-	-	-	-
Total assets	<u>\$ 35,485,896</u>	<u>\$ 33,256,715</u>	<u>\$ 894,270</u>	<u>\$ 69,636,881</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
Liabilities:				
Accounts payable and accrued liabilities	\$ 1,510,849	\$ 3,350,055	\$ 729,650	\$ 5,590,554
Due to other funds	149,461	6,844,890	-	6,994,351
Deposits	11,953,974	-	-	11,953,974
Unearned revenue	4,259,698	3,155,109	-	7,414,807
Total liabilities	<u>17,873,982</u>	<u>13,350,054</u>	<u>729,650</u>	<u>31,953,686</u>
Deferred inflows of Resources:				
Property taxes levied for future years	5,035,646	-	-	5,035,646
Unavailable property taxes-delinquent	152,999	-	-	152,999
Total deferred inflows of resources	<u>5,188,645</u>	<u>-</u>	<u>-</u>	<u>5,188,645</u>
Fund Balances:				
Fund balances Restricted for:				
Impact fees	-	1,395,044	-	1,395,044
Fund balances				
Committed for:	-	-	-	-
Assigned, for:				
Capital projects	-	18,511,617	-	18,511,617
Community Development	-	-	164,620	164,620
Unassigned:	12,423,269	-	-	12,423,269
Total fund balances	<u>12,423,269</u>	<u>19,906,661</u>	<u>164,620</u>	<u>32,494,550</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 35,485,896</u>	<u>\$ 33,256,715</u>	<u>\$ 894,270</u>	<u>\$ 69,636,881</u>

See accompanying notes to the financial statements.

CITY OF SARATOGA SPRINGS

Balance Sheet Reconciliation to

Statement of Net Assets

June 30, 2023

Total fund balances - governmental fund types:		\$ 32,494,550
Amounts reported for governmental activities in the statement of net assets are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		172,860,385
Net pension assets and deferred outflows of resources are not available financial resources and are not reported in the governmental funds.		3,976,547
Deferred inflows of resources from unearned revenue are not available financial resources and are not reported in the governmental funds.		152,998
Net pension liabilities and deferred inflows of resources are not available financial resources and are not reported in the governmental funds.		(1,930,176)
Long-term liabilities, including bonds payable and pension liabilities, are not due and payable in the current period and therefore are not reported in the funds.		
Bonds payable	\$ (9,415,000)	
Lease payable	(320,564)	
Bond premium	(212,950)	
Accrued interest	(28,272)	
Compensated absences	<u>(1,266,949)</u>	(11,243,735)
Net assets of government activities		<u><u>\$ 196,310,570</u></u>

DRAFT

CITY OF SARATOGA SPRINGS
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2023

	Major Funds		Community Development Renewal	Total Governmental Funds
	General Fund	Capital Projects Fund		
REVENUES				
Taxes	\$ 19,621,204	\$ -	\$ -	\$ 19,621,204
Licenses and permits	1,898,591	-	-	1,898,591
Intergovernmental	3,279,501	3,431,589	760,000	7,471,090
Charges for services	7,450,583	-	-	7,450,583
Fines and forfeitures	518,833	-	-	518,833
Investment earnings	976,637	1,066,355	-	2,042,992
Impact fees	-	3,705,108	-	3,705,108
Other	460,940	322,840	-	783,780
Total revenues	<u>34,206,289</u>	<u>8,525,892</u>	<u>760,000</u>	<u>43,492,181</u>
EXPENDITURES				
Current:				
General government	3,990,399	-	-	3,990,399
Public safety	12,584,985	-	-	12,584,985
Highways and public works	2,741,469	11,072,309	-	13,813,778
Parks and recreation	4,521,321	3,624,536	-	8,145,857
Community Development	-	-	729,650	729,650
Capital expenditures	-	2,655,020	-	2,655,020
Debt service:				
Principal retirement	205,000	674,900	-	879,900
Interest and fiscal charges	85,567	259,743	-	345,310
Total expenditures	<u>24,128,741</u>	<u>18,286,508</u>	<u>729,650</u>	<u>43,144,899</u>
Excess revenues over (under) expenditures	<u>10,077,548</u>	<u>(9,760,616)</u>	<u>30,350</u>	<u>347,282</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	-	7,398,000	-	7,398,000
Transfers out	(7,398,000)	-	-	(7,398,000)
Total other financing sources and uses	<u>(7,398,000)</u>	<u>7,398,000</u>	<u>-</u>	<u>-</u>
Net change in fund balance	2,679,548	(2,362,616)	30,350	347,282
Fund balances - beginning of year	9,743,721	22,269,277	134,270	32,147,268
Fund balances - end of year	<u>\$ 12,423,269</u>	<u>\$ 19,906,661</u>	<u>\$ 164,620</u>	<u>\$ 32,494,550</u>

See accompanying notes to the financial statements.

CITY OF SARATOGA SPRINGS
 Reconciliation of the Statement of Revenues, Expenditures,
 and Changes in Fund Balance of Governmental Funds
 to the Statement of Activities
 For the Year Ended June 30, 2023

Amounts reported for governmental activities in the statement of activities are different because:

Net changes in fund balances - total governmental funds \$ 347,282

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.

Capitalized Expenditures	\$ 16,087,841	
Depreciation Expense	<u>(7,372,166)</u>	8,715,675

The net effect of various miscellaneous transactions involving capital assets (i.e., sales, trade-ins, transfers and donations) is to increase (decrease) net assets.

Current year capital contributions from developers	13,193,056	
Loss on Sale of Assets	<u>(261,340)</u>	12,931,716

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds

Change in pension related costs	669,887	
Change in accrued compensated absences	<u>(387,532)</u>	282,355

Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds:

Delinquent Property Taxes		60,395
---------------------------	--	--------

The issuance of long-term debt (e.g., bonds, leases) provide current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net assets. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.

Principal repayments on bonds	630,000	
Principal repayments of capital leases	249,900	
Accrued interest	(1,286)	
Bond premium amortization	<u>15,211</u>	893,825

Change in net assets of governmental activities		<u>\$ 23,231,248</u>
---	--	----------------------

See accompanying notes to the financial statements.

CITY OF SARATOGA SPRINGS
Statement of Revenues, Expenditures, and Changes in Fund Balance
Budget to Actual
General Fund
For the Year Ended June 30, 2023

	Budgeted Amounts		Actual Totals	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Taxes:				
Property	\$ 5,317,130	\$ 5,317,130	\$ 5,334,425	\$ 17,295
Sales	9,840,000	13,000,000	11,070,081	(1,929,919)
Franchise	172,219	172,219	185,550	13,331
Energy	2,176,724	2,176,724	3,031,148	854,424
Licenses and permits	3,271,076	1,745,279	1,898,591	153,312
Intergovernmental	2,115,526	2,208,582	3,279,501	1,070,919
Charges for services	9,193,166	6,608,866	7,450,583	841,717
Fines and forfeitures	385,288	505,914	518,833	12,919
investment earnings	650,000	650,000	976,637	326,637
Other	43,456	43,456	460,940	417,484
Total revenues	33,164,585	32,428,170	34,206,289	1,778,119
EXPENDITURES				
Current:				
General government	4,623,172	4,864,043	3,990,399	873,644
Public safety	13,997,304	14,379,114	12,584,985	1,794,129
Highways and public works	2,958,129	3,044,628	2,741,469	303,159
Parks and recreation	4,199,767	4,270,052	4,521,321	(251,269)
Debt Service:				
Principal retirement	205,000	205,000	205,000	-
Interest and fiscal charges	88,500	88,500	85,567	2,933
Total expenditures	26,071,872	26,851,337	24,128,741	2,722,596
Excess (deficit) of revenues over (under) expenditures	7,092,713	5,576,833	10,077,548	4,500,715
OTHER FINANCING SOURCES (USES)				
Sale of capital assets	177,818	177,818	-	(177,818)
Transfers out	(7,158,000)	(12,158,000)	(7,398,000)	4,760,000
Total other financing sources (uses)	(6,980,182)	(11,980,182)	(7,398,000)	4,582,182
Net change in fund balance	112,531	(6,403,349)	2,679,548	9,082,897
Fund balances - beginning	9,743,721	9,743,721	9,743,721	-
Fund balances - ending	\$ 9,856,252	\$ 3,340,372	\$ 12,423,269	\$ 9,082,897

See accompanying notes to the financial statements.

CITY OF SARATOGA SPRINGS
Statement of Net Position
Proprietary Funds
June 30, 2023

	Business-Type Activities - Enterprise				
	Major Funds			Non Major Funds	Total
	Water	Sewer	Storm Drain		
ASSETS					
Current assets:					
Cash and cash equivalents and investments	\$ 21,362,301	\$ 9,074,699	\$ 2,846,197	\$ 1,018,844	\$ 34,302,041
Restricted cash and cash equivalents	2,441,955	2,911	-	-	2,444,866
Accounts receivable - net	663,898	678,843	157,248	349,840	1,849,829
Due from other funds	380,113	975,986	563,633	63,710	1,983,442
Total current assets	<u>24,848,267</u>	<u>10,732,439</u>	<u>3,567,078</u>	<u>1,432,394</u>	<u>40,580,178</u>
Noncurrent assets:					
Capital Assets					
Land	1,732,145	935,900	-	-	2,668,045
Water rights	23,729,353	-	-	-	23,729,353
Construction in progress	5,575,389	3,248,359	757,769	-	9,581,517
Water capacities	10,950,988	-	-	-	10,950,988
Culinary water system	128,915,791	-	-	-	128,915,791
Secondary water system	28,533,275	-	-	-	28,533,275
Sewer system	-	63,787,065	-	-	63,787,065
Storm drain system	-	-	53,904,033	-	53,904,033
Street light system	-	-	-	5,767,968	5,767,968
Equipment	1,234,251	1,294,035	198,734	145,503	2,872,523
Less: Accumulated depreciation	(56,414,667)	(17,838,289)	(11,709,649)	(3,425,742)	(89,388,347)
Total capital assets	<u>144,256,525</u>	<u>51,427,070</u>	<u>43,150,887</u>	<u>2,487,729</u>	<u>241,322,211</u>
Net pension asset	35,706	20,197	-	-	55,903
Total noncurrent assets	<u>144,292,231</u>	<u>51,447,267</u>	<u>43,150,887</u>	<u>2,487,729</u>	<u>241,378,114</u>
Total assets	<u>169,140,498</u>	<u>62,179,706</u>	<u>46,717,965</u>	<u>3,920,123</u>	<u>281,958,292</u>
DEFERRED OUTFLOWS OF RESOURCES					
Pension related costs	132,174	74,765	-	-	206,939
Total deferred outflow of resources	<u>132,174</u>	<u>74,765</u>	<u>-</u>	<u>-</u>	<u>206,939</u>
Total assets & deferred outflows of resources	<u>\$ 169,272,672</u>	<u>\$ 62,254,471</u>	<u>\$ 46,717,965</u>	<u>\$ 3,920,123</u>	<u>\$ 282,165,231</u>
LIABILITIES					
Current liabilities:					
Accounts payable and accrued liabilities	\$ 557,727	\$ 1,478,551	\$ 11,684	\$ 26,160	\$ 2,074,122
Compensated absences	18,633	5,685	2,878	-	27,196
Customer deposits payable	488,143	29,439	-	-	517,582
Accrued interest payable	38,331	22,814	-	-	61,145
Unearned revenue	173,774	1,019,093	571,463	32,030	1,796,360
Bonds and contracts payable - current	1,152,518	440,000	-	-	1,592,518
Total current liabilities	<u>2,429,126</u>	<u>2,995,582</u>	<u>586,025</u>	<u>58,190</u>	<u>6,068,923</u>
Noncurrent liabilities:					
Compensated absences	18,630	7,125	11,159	-	36,914
Net pension liability	75,644	42,788	-	-	118,432
Bonds and contracts payable	13,895,078	7,898,632	1,938,565	-	23,732,275
Total noncurrent liabilities	<u>13,989,352</u>	<u>7,948,545</u>	<u>1,949,724</u>	<u>-</u>	<u>23,887,621</u>
Total liabilities	<u>16,418,478</u>	<u>10,944,127</u>	<u>2,535,749</u>	<u>58,190</u>	<u>29,956,544</u>
DEFERRED INFLOWS OF RESOURCES					
Pension related costs	5,843	3,305	-	-	9,148
Total deferred outflow of resources	<u>5,843</u>	<u>3,305</u>	<u>-</u>	<u>-</u>	<u>9,148</u>
NET POSITION					
Net investment in capital assets	128,989,095	42,997,924	41,212,322	2,487,729	215,687,070
Restricted					
Impact fees	2,339,287	-	-	-	2,339,287
Net pension assets	35,706	20,197	-	-	55,903
Unrestricted	21,484,263	8,288,918	2,969,894	1,374,204	34,117,279
Total net position	<u>152,848,351</u>	<u>51,307,039</u>	<u>44,182,216</u>	<u>3,861,933</u>	<u>252,199,539</u>
Total liabilities, deferred inflows of resources and net position	<u>\$ 169,272,672</u>	<u>\$ 62,254,471</u>	<u>\$ 46,717,965</u>	<u>\$ 3,920,123</u>	<u>\$ 282,165,231</u>

See accompanying notes to the financial statements.

CITY OF SARATOGA SPRINGS

Statement of Revenues, Expenses, and Changes in Fund Net Position

Proprietary Funds

For the Year Ended June 30, 2023

	Business-Type Activities - Enterprise Funds				
	Major Funds			Non Major Funds	Total
	Water	Sewer	Storm Drain		
Operating revenues:					
Charges for services	\$ 8,077,418	\$ 6,293,729	\$ 1,372,143	\$ 3,303,631	\$ 19,046,921
Connection and other fees	2,458,562	319,600	-	-	2,778,162
Total operating revenues	<u>10,535,980</u>	<u>6,613,329</u>	<u>1,372,143</u>	<u>3,303,631</u>	<u>21,825,083</u>
Operating expenses:					
Personnel Services	886,970	244,001	285,213	80,210	1,496,394
Supplies and maintenance	6,585,791	671,988	589,641	254,517	8,101,937
Professional services	32,204	-	32,130	-	64,334
Administration	1,819,264	986,112	577,053	251,228	3,633,657
Power and pumping	584,572	46,600	4,163	-	635,335
Treatment and sanitation	-	2,782,852	-	2,381,870	5,164,722
Depreciation	5,462,715	2,095,208	1,566,284	115,003	9,239,210
Total operating expenses	<u>15,371,516</u>	<u>6,826,761</u>	<u>3,054,484</u>	<u>3,082,828</u>	<u>28,335,589</u>
Operating income	<u>(4,835,536)</u>	<u>(213,432)</u>	<u>(1,682,341)</u>	<u>220,803</u>	<u>(6,510,506)</u>
Nonoperating revenues (expenses):					
Interest revenue	1,026,222	342,566	99,526	62,405	1,530,719
Developer reimbursements	(457,191)	(176,485)	24,919	-	(608,757)
Intergovernmental revenue	1,969,473	1,999,525	128,979	-	4,097,977
Interest expense and fiscal charges	(486,338)	(270,595)	-	-	(756,933)
Total nonoperating revenues (expenses)	<u>2,052,166</u>	<u>1,895,011</u>	<u>253,424</u>	<u>62,405</u>	<u>4,263,006</u>
Net income (loss) before contributions and transfers	<u>(2,783,370)</u>	<u>1,681,579</u>	<u>(1,428,917)</u>	<u>283,208</u>	<u>(2,247,500)</u>
Capital contributions	15,518,198	3,544,191	5,944,291	458,000	25,464,680
Impact fees	2,216,081	521,544	711,364	-	3,448,989
Total contributions and transfers	<u>17,734,279</u>	<u>4,065,735</u>	<u>6,655,655</u>	<u>458,000</u>	<u>28,913,669</u>
Change in net position	14,950,909	5,747,314	5,226,738	741,208	26,666,169
Total net position - beginning	<u>137,897,442</u>	<u>45,559,725</u>	<u>38,955,478</u>	<u>3,120,725</u>	<u>225,533,370</u>
Total net position - ending	<u>\$ 152,848,351</u>	<u>\$ 51,307,039</u>	<u>\$ 44,182,216</u>	<u>\$ 3,861,933</u>	<u>\$ 252,199,539</u>

See accompanying notes to the financial statements.

CITY OF SARATOGA SPRINGS
Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2023

	Business-Type Activities - Enterprise Funds				
	Major Funds			Non Major Funds	Total BTAs
	Water	Sewer	Storm Drain		
Cash Flows From Operating Activities					
Receipts from customers	\$ 10,539,898	\$ 6,537,435	\$ 1,343,616	\$ 3,212,959	\$ 21,633,908
Payments to suppliers	(7,764,642)	(2,460,523)	(649,389)	(80,210)	(10,954,764)
Payments to interfund services	(1,819,264)	(986,112)	(577,053)	(2,890,573)	(6,273,002)
Payments to employees	(922,928)	(267,520)	(272,049)	-	(1,462,497)
Net cash provided (used) by operating activities	<u>33,064</u>	<u>2,823,280</u>	<u>(154,875)</u>	<u>242,176</u>	<u>2,943,645</u>
Cash Flows From Noncapital Financing Activities					
Net cash provided (used) by noncapital financing activities	-	-	-	-	-
Cash Flows From Capital and Related Financing Activities					
Purchases of capital assets	(6,246,506)	(2,738,196)	(105,166)	-	(9,089,868)
Impact fees collected	1,953,642	521,544	671,587	-	3,146,773
Payments for Grant Proceeds	-	1,999,525	128,979	-	2,128,504
Payment for developer reimbursements	(457,191)	(176,485)	24,919	-	(608,757)
Payments for developer contributions	6,198,568	-	-	-	6,198,568
Principal paid on capital debt	(1,921,250)	(430,000)	-	-	(2,351,250)
Interest and fees paid on capital debt	(511,748)	(277,041)	-	-	(788,789)
Net cash provided (used) by capital and related financing activities	<u>(984,485)</u>	<u>(1,100,653)</u>	<u>720,319</u>	<u>-</u>	<u>(1,364,819)</u>
Cash Flows From Investing Activities					
Interest and dividends received	1,026,222	342,566	99,526	62,405	1,530,719
Net increase (decrease) in cash and cash equivalents	74,801	2,065,193	664,970	304,581	3,109,545
Cash and cash equivalents - beginning	23,729,455	7,012,417	2,181,227	714,263	33,637,362
Cash and cash equivalents - ending	<u>\$ 23,804,256</u>	<u>\$ 9,077,610</u>	<u>\$ 2,846,197</u>	<u>\$ 1,018,844</u>	<u>\$ 36,746,907</u>
Reconciliation of operating income to net cash provided (used) by operating activities:					
Operating income	\$ (4,835,536)	\$ (213,432)	\$ (1,682,341)	\$ 220,803	\$ (6,510,506)
Adjustments to reconcile operating income to net cash provided (used) by operating activities:					
Depreciation and amortization expense	5,462,715	2,095,208	1,566,284	115,003	9,239,210
(Increase)/decrease in accounts receivable	3,918	(75,894)	(28,527)	(58,992)	(159,495)
(Increase)/decrease in net pension assets	146,545	83,187	-	-	229,732
(Increase)/decrease in deferred outflows	114,085	(11,010)	-	-	103,075
Increase/(decrease) in accounts payable	(485,975)	1,044,471	(23,455)	(2,958)	532,083
Increase/(decrease) In unearned revenue	-	-	-	(31,680)	(31,680)
Increase/(decrease) in compensated absences	(282)	(432)	13,164	-	12,450
Increase/(decrease) in net pension liability	75,644	42,788	-	-	118,432
Increase/(decrease) in deferred inflows	(371,950)	(138,052)	-	-	(510,002)
Increase/(decrease) in deposits	(76,100)	(3,554)	-	-	(79,654)
Total adjustments	<u>4,868,600</u>	<u>3,036,712</u>	<u>1,527,466</u>	<u>21,373</u>	<u>9,454,151</u>
Net cash provided (used) by operating activities	<u>\$ 33,064</u>	<u>\$ 2,823,280</u>	<u>\$ (154,875)</u>	<u>\$ 242,176</u>	<u>\$ 2,943,645</u>
Noncash investing, capital, and financing activities					
Contributions by developers	\$ 9,319,630	\$ 3,544,191	\$ 4,414,370	\$ -	\$ 17,278,191

See accompanying notes to the financial statements.

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 1 - Summary of Significant Accounting Policies

The City of Saratoga Springs (City) was incorporated in December 1997. The City operates under a council manager form of government and provides the following services as authorized by its charter: public safety (police, fire, inspection and animal control), streets and highways, public utilities (refuse collection, water sewer, and storm drain), parks and recreation and general administrative services. The financial statements of the City of Saratoga Springs have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the more significant policies.

A. Reporting Entity

The City of Saratoga Springs is a municipal corporation governed by an elected mayor and six council members. The accompanying financial statements present the financial affairs of the government and its operations.

In evaluating how to define the City for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in the related Governmental Accounting Standards. The City is considered to be financially accountable for an organization if the City appoints a voting majority of that organization's governing body, or there is a potential for the organization to provide specific financial benefits to or impose specific financial burdens on the City. The City is also considered to be financially accountable for an organization if that organization is fiscally dependent on the City.

Blended component units

Blended component units, although legally separate entities, are in substance part of the government's operations. They are reported as part of the primary government and blended with the appropriate funds. The reporting entity of these financial statements includes the Saratoga Springs Community Development Agency (CDA)

The CDA is governed by a board comprised of the Mayor and City Council. Its sole purpose is a financing tool that allows the City to allocate sales tax collected within the City to provide incentives for incoming businesses within the designated project area. Separate financial statements are not issued or required for the CDA. The CDA is considered to be a blended component unit because the City's governing body is also the governing body and they exist exclusively to accomplish the specific purposes of the City Council.

B. Government-wide and Fund Financial Statements

The City's basic financial statements consist of both government-wide statements (the statement of net position and the statement of activities) and fund statements. The government-wide statements focus on the City as a whole, while the fund statements focus on individual funds. Primary government activities are distinguished between governmental and business-type activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange revenues. Business-type activities are financed in whole or in part by fees charged to external parties for goods or services. The effects of inter-fund activity have been eliminated from the governmentwide statements except for the residual amounts due between governmental and business-type activities and inter-fund services provided.

The Statement of Net Position presents the City's assets, deferred outflows, liabilities and deferred inflows, with the difference reported as net position. Net position is restricted when constraint placed upon it is either externally imposed or is imposed by constitutional provisions or enabling legislation.

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 1 - Summary of Significant Accounting Policies – Continued

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable within a specific function. The City does not allocate general government (indirect) expenses to other functions. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function; and 2) grants and contributions that are restricted to meeting the operation or capital requirements of a particular function. Taxes and other revenues not meeting the definition of program revenues are reported as general revenues.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C. Measurement Focus and Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The use of financial resources to acquire capital assets are shown as assets in the government-wide financial statements, rather than reported as expenditures in the governmental fund financial statements. Proceeds of long-term debt are recorded as a liability in the government-wide financial statements, rather than as another financing source in the governmental fund financial statements. Amounts paid to reduce long-term debt in the government-wide financial statements are reported as a reduction of the related liability, rather than expenditures in the governmental fund statements.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter (generally within sixty days) to pay liabilities of the current period. Expenditures are generally recorded when a liability is incurred, as under the accrual method of accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments are recorded when payment is due.

Sales and use taxes, franchise taxes and earned but un-reimbursed state and federal grants associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal year. Property taxes are measurable as of the date levied and available only when cash is received by the county treasurer prior to the City's fiscal year end and remitted to the City within sixty days of its fiscal year end.

The City reports the following governmental funds:

General Fund - The General Fund is the primary operating fund. It is used to account for all financial resources of the City not accounted for by a separate, specialized fund.

Capital Projects Fund - The Capital Projects Fund is used to account for financial resources used for the acquisition or construction of major capital improvements (other than those financed by proprietary funds.)

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 1 - Summary of Significant Accounting Policies – Continued

Community Development Agency – This special revenue fund accounts for all the Saratoga Springs Community Development Agency. This fund's revenue source is sales tax assigned by the City to provide community development within the designated project area.

The City reports the following proprietary fund types as enterprise funds:

Water Utility Fund - The Water Utility Fund accounts for the water distribution system of the City for its residents.

Sewer Utility Fund - The Sewer Utility Fund accounts for the sewage collection systems of the City for its residents

Storm Drain Utility Fund - The Storm Drain Utility Fund accounts for the various storm drain collection and retention systems in the City for its residents.

Garbage Collection Utility Fund - The Garbage Collection Utility Fund accounts for the collection and disposal of garbage for City residents.

Street Light Utility Fund – The Street Light Utility Fund accounts for the street light services of the City for its residents.

During the course of operations the government has activity between funds for various purposes. Any residual balances outstanding at year end are reported as due from/to other funds and advances to/from other funds. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. As a general rule the effect of inter-fund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments to the General Fund by the Enterprise Funds for providing administrative, billing, and facility costs for such funds. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Enterprise funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with an enterprise fund's principal ongoing operation. The principal operating revenues of the enterprise funds are charges to customers to the system. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

D. Budgets

Annual budgets are prepared and adopted before June 22 for the fiscal year commencing the following July 1, in accordance with the Uniform Fiscal Procedures Act for Utah Cities. State law requires budgeted revenues to equal budgeted expenditures, and legal control is exercised at the department level, administration, public safety, public works, etc. Once a budget has been adopted, it remains in effect until it has been formally revised. Budgets for the general fund, special revenue, and capital projects funds are legally required and prepared and adopted on the modified accrual basis of accounting. Therefore, no reconciliation between budgetary schedules and the GAAP statements is required.

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 1 - Summary of Significant Accounting Policies – Continued

The Budgetary Comparison schedules presented in this section of the report are for the City’s general fund and special revenue funds. Original budgets represent the revenue estimates and spending authority authorized by the City Council prior to July 1. Final budgets represent the original budget amounts plus any amendments made to the budget during the year by the City Council through formal resolution. Final budgets do not include unexpended balances from the prior year because such balances automatically lapse to unassigned fund balance at the end of each year.

Utah State allows for any unassigned fund balances in excess of 5% of total revenue of the general fund to be utilized for budget purposes. The law also allows for the accumulation of a fund balance in the general fund in an amount equal to 25% of the total estimated revenue of the general fund. In the event that the fund balance, at the end of the fiscal year, is in excess of that allowed, the City has one year to determine an appropriate use and then the excess must be included as an available resource in the general fund budget.

E. Taxes

In connection with budget adoption, an annual tax ordinance establishing the tax rate is adopted before June 22 and the City Recorder is to certify the tax rate to the County Auditor before June 22. Budgets for the general, special revenue, and capital projects funds are adopted on a basis consistent with generally accepted accounting principles (GAAP). The above procedures are authorized by the Utah Code Sections 10-6-109 through 10-6-135.

All property taxes levied by the City are assessed and collected by Utah County. Taxes are attached as an enforceable lien as of January 1, are levied as of October 1, and are due November 30; any delinquent taxes are subject to a penalty. Unless the delinquent taxes and penalties are paid before January 15, a lien is attached to the property, and the amount of taxes and penalties bears interest from January 1 until paid. If after five years, delinquent taxes have not been paid, the County sells the property at a tax sale. Tax collections are remitted to the City from the County monthly.

F. Capital Assets

Capital assets, which include land, buildings, property, plant, equipment, water rights, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items) are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets and capital assets received in a concession arrangement should be reported at acquisition value at the date of donation.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Capital assets are carried at cost or estimated historical cost. Depreciation of these assets is computed by use of the straight-line method over their estimated useful lives as follows:

Buildings and improvements	40 Years
Sewer collection system	30 Years
Water distribution systems	40 Years
Infrastructure and improvements	10-25 Years
Machinery and equipment	5-20 Years
Other improvements	10-40 Years

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 1 - Summary of Significant Accounting Policies – Continued

G. Long-Term Obligation

In the government-wide financial statements and proprietary fund types, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net assets.

H. Equity Classifications

Equity is classified in the government-wide financial statements as net assets and is displayed in three components:

- a. Invested in capital assets, net of related debt - consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- b. Restricted net assets - consists of net assets with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.
- c. Unrestricted net assets - All other net assets that do not meet the definition of “restricted” or “invested in capital assets, net of related debt”.

In the fund financial statements, governmental fund equity is classified as fund balance. Fund balance is further classified as Nonspendable, Restricted, Committed, Assigned or Unassigned.

Nonspendable fund balance classification includes amounts that cannot be spent because they are either (a) not in spendable form, or (b) legally or contractually required to be maintained intact.

Restricted fund balance classifications are restricted by enabling legislation. Also reported if, (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.

Committed fund balance classification includes those funds that can only be used for specific purposes pursuant to constraints imposed by formal action of the government’s highest level of decision making authority, the City Council. Fund balance commitments can only be removed or changed by the same type of action (for example, resolution) of the City Council.

Assigned fund balance classification includes amounts that are constrained by the government’s intent to be used for specific purposes, but are neither restricted nor committed. Also includes all remaining amounts that are reported in governmental funds, other than the general fund that are not classified as non-spendable, restricted nor committed in the General Fund, that are intended to be used for specific purposes. It is the City’s policy to require City Council action for the assignment of funds.

Unassigned fund balance classification is the residual classification for the General Fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the General Fund. The General Fund is the only fund that reports a positive unassigned fund balance.

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 1 - Summary of Significant Accounting Policies – Continued

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted. It is the City's policy to use committed funds first then assigned funds and lastly use unassigned funds when all are available for use in satisfying the expenditure.

Proprietary Fund equity is classified the same as in the government-wide statements.

I. Cash and Cash Equivalents

Cash includes amounts in demand deposits as well as short-term investments with a maturity date of three months or less when acquired by the City.

J. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

K. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources which represents a consumption of net assets that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City also records deferred outflows for changes to the net pension liability as provided by the cost sharing defined benefit pension systems administered by Utah State Retirement System (URS).

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net assets that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The governmental fund has two items which qualifies for reporting in this category. First, unavailable revenues, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenue from one source: property taxes. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. Second, the City recognizes deferred inflows for changes to the net pension liability as provided by the URS.

L. Leases

During the year ended June 30, 2022, the City adopted Governmental Accounting Standards Board Statement No. 87, Leases. The new standard establishes a single model for lease accounting based on the foundational principle that leases are financings of the right-to-use an underlying asset. The statement requires a lessee to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. The beginning fund balances, and Net position was not affected by the implementation of GASB 87. They City has one lease which is a financed Purchase lease that was already reported by the City, see note 12.

M. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Utah Retirement Systems Pension Plan (URS) and additions to/deductions from URS's fiduciary net position have been determined on the same basis as they are reported by URS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 2 – Cash, Deposits, and Investments

The City maintains a cash and investment pool that is available to use by all funds. At June 30, 2023, the City’s cash balance consisted of the following:

Cash on hand and on deposit:

Petty Cash	\$ 6,797
Cash on Deposit	5,717,823
Cash equivalents and investments	87,484,289
Total cash and investments	<u><u>\$ 93,208,909</u></u>

Cash and investments are included in the accompanying combined statement of net position as follows:

Cash and cash equivalents and investments	\$ 89,366,567
Restricted cash and cash equivalents and investments	3,842,342
Total Cash and investments	<u><u>\$ 93,208,909</u></u>

A. Custodial Credit Risk

Deposits and investments for the City are governed by the Utah Money Management Act (*Utah Code Annotated*, Title 51, Chapter 7, “the Act”) and by rules of the Utah Money Management Council (“the Council”). Following are discussions of the City’s exposure to various risks related to its cash management activities.

Deposits. Custodial credit risk for deposits is the risk that in the event of a bank failure, the City’s deposits may not be recovered. The City’s policy for managing custodial credit risk is to adhere to the Money Management Act. The Act requires all deposits of City funds to be in a *qualified depository*, defined as any financial institution whose deposits are insured by an agency of the federal government and which has been certified by the Commissioner of Financial Institutions as meeting the requirements of the Act and adhering to the rules of the Utah Money Management Council. The City’s deposits in the bank in excess of the insured amount are uninsured and are not collateralized, nor do state statutes require them to be. The City’s bank balances at June 30, 2023 were \$5,882,975 of which \$5,632,975 were uninsured and uncollateralized.

Investments. Custodial credit risk for investments is the risk that in the event of the failure of the counterparty, the City will not be able to recover the value of its investments that are in the possession of an outside party. The City policy to minimize custodial credit risk is to follow the Utah Money Management Act and the City’s approved investment policy. All investments other than bank deposits or funds invested in the State’s Treasurer’s fund are held by a third party with securities delivered on a delivery vs purchase basis. The entire \$10,280,009 of the City’s various investments are uninsured, uncollateralized, and held by the counterparty’s trust department or agency in the City’s name.

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 2 - Deposits and Investments – Continued

B. Credit Risk

Credit risk is the risk that the counterparty to an investment transaction will not fulfill its obligations. The City’s policy for limiting the credit risk of investments is to comply with the Money Management Act. The Act requires investment transactions to be conducted only through qualified depositories, certified dealers, or directly with issuers of the investment securities. Permitted investments include deposits of qualified depositories; repurchase agreements; commercial paper that is classified as “first- tier” by two nationally recognized statistical rating organizations, one of which must be Moody’s Investor Services or Standard & Poors; bankers acceptances; obligations of the U.S. Treasury and U.S. government sponsored enterprises; bonds and notes of political subdivisions of the State of Utah; fixed rate corporate obligations and variable rate securities rated “A” or higher by two nationally recognized statistical rating organizations; and shares in a money market fund as defined in the Act.

The City is also authorized to invest in the Utah Public Treasurer’s Investment Fund (PTIF), an external pooled investment fund managed by the Utah State Treasurer and subject to the Act and Council requirements. The PTIF is not registered with the SEC as an investment company, and deposits in the PTIF are not insured or otherwise guaranteed by the State of Utah. The PTIF operates and reports to participants on an amortized cost basis. The income, gains, and losses, net of administration fees, of the PTIF are allocated based upon the participants’ average daily balances. The fair value of the PTIF investment pool was more than its amortized cost basis by \$5,794.12 at June 30, 2023. The following are the City’s Investments at June 30, 2023:

Investments	Investment Maturities (in Years)				Quality Ratings
	Less Than 1	1-5	6-10	More than 10	
Corporate Bonds	\$ 595,223	\$ 1,691,574			A+
U.S. Agencies	342,444	709,497			AAA
Money Market Fund	1,276,172				Unrated
Certificates of Deposit	1,469,696	4,195,404			Unrated
Utah Public Treasurers' Investment Finance Fund	77,204,279				Unrated
Total investments	\$ 80,887,814	\$ 6,596,475	\$ -	\$ -	

C. Interest Rate Risk

Interest rate risk is the risk that changes in interest rates of debt investments will adversely affect the fair value of an investment. The City manages its exposure to declines in fair value by adhering to the Money Management Act. The Act requires that the remaining term to maturity of investments may not exceed the period of availability of the funds to be invested. The Act limits the remaining term to maturity of commercial paper to 270 days or less and fixed rate negotiable deposits and corporate obligations to 365 days or less.

The act further limits the remaining term to maturity on all investments in obligations of the United States Treasury; obligations issued by the U.S. government sponsored enterprises; and bonds, notes and other evidence of indebtedness of political subdivisions to five years. In addition, variable rate negotiable deposits and variable rate securities may not have a remaining term to final maturity exceeding three years. Maturities of the City’ investments are noted above The City’s policy is to adhere to the Money Management Act.

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 2 - Deposits and Investments – Continued

D. Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of a City’s investment in a single issuer. The City’s policy to limit this risk is to adhere to the rules of the Money Management Council. The Money Management Council’s rule 17 limits investments in a single issuer of commercial paper and corporate obligations to between 5 and 10 percent depending on the total dollar amount held in the City’s portfolio at the time of purchase.

At June 30, 2023, Saratoga Springs City does not hold more than 5 percent in any single security concentration other than the Utah Public Treasurer’s Investment Fund in its portfolios. Therefore, the City is within the limits established by the Councils rule 17.

E. Fair Value of Investments

The City measures and records its investments using fair value measurement guidelines established by generally accepted accounting principles. These guidelines recognize a three-tiered fair value hierarchy as follows:

- Level 1: Quoted Prices for identical investments in active markets
- Level 2: Observable inputs other than quoted market prices; and
- Level 3: Unobservable inputs.

Debt and equity securities classified as Level 1 are valued using prices quoted in active markets for those securities. Debt and equity securities classified in Level 2 are valued using the following approaches: debt securities are normally valued based on price data obtained from observed transactions and market price quotations from broker dealers and/or pricing vendors; equity securities are valued using fair value per share for each fund. Certificates of deposit classified in level 2 are valued using broker quotes that utilize observable market inputs. Securities classified as Level 3 have limited trade information, these securities are priced or using the last trade price or estimated using recent trade prices.

Investments	Fair Value Measurements Using			
	Fair Value	Level 1	Level 2	Level 3
Corporate Bonds	\$ 2,286,797	\$ -	\$ 2,286,797	\$ -
U.S. Agencies	1,051,941	1,051,941		
Money Market Fund	1,276,172	-	1,276,171	-
Certificates of Deposit	5,665,100	-	5,665,100	-
Utah Public Treasurers'				
Investment Finance Fund	77,204,279	-	77,204,279	-
Total Investments	<u>\$87,484,289</u>	<u>\$ 1,051,941</u>	<u>\$86,432,347</u>	<u>\$ -</u>

F. Restricted Cash

The City maintains cash in accounts held by third party custodians that are restricted for the use of bond payments and construction costs. The City also maintains cash restricted for unspent impact fees. The amount of restricted cash at June 30, 2023 was \$3,842,342.

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 3 - Accounts Receivable – Unearned and Unavailable Revenue

Accounts receivable are recorded net of the allowance for doubtful accounts of \$18,682 in the enterprise funds. The governmental funds also report two types of unavailable resources:

1. Property taxes of \$5,035,646 as deferred inflows of resources due to property taxes being recognized as receivables prior to the period for which the taxes are levied. This amount is also reported as deferred inflows of resources on the Government-wide statement of net position.
2. Delinquent taxes of \$152,999 as deferred inflows of resources due to property taxes being recognized as receivables and deferred because they are available during the current period. Since they have been earned, they will be reported as revenue on the Government-wide statement of activities.

The City reports unearned revenue in the Government Wide and Fund Statements:

1. Developers paid the City \$10,000,000 of development and impact fees in advance. The funds will be applied to future projects and development within the City. The unearned revenue balance at June 30, 2023 is \$9,211,167.

DRAFT

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 4 - Capital Assets

Capital asset activity for the year ended June 30, 2023 was as follows:

	Balance June 30, 2022	Increases	Decreases	Balance June 30, 2023
Governmental activities:				
Capital assets not being depreciated:				
Land	\$ 30,098,640	\$ -	\$ -	\$ 30,098,640
Construction in progress	10,406,463	13,667,955	(4,824,355)	19,250,063
Total capital assets not being depreciated	<u>40,505,103</u>	<u>13,667,955</u>	<u>(4,824,355)</u>	<u>49,348,703</u>
Capital assets being depreciated:				
Buildings	15,118,144	-	-	15,118,144
Machinery and equipment	9,877,908	1,107,898	(268,758)	10,717,048
Infrastructure	169,731,419	19,329,399	-	189,060,818
Total capital assets being depreciated	<u>194,727,471</u>	<u>20,437,297</u>	<u>(268,758)</u>	<u>214,896,010</u>
Less accumulated depreciation for:				
Buildings	(4,211,338)	(423,527)	-	(4,634,865)
Machinery and equipment	(5,468,070)	(702,657)	7,418	(6,163,309)
Infrastructure	(74,340,172)	(6,245,982)	-	(80,586,154)
Total accumulated depreciation	<u>(84,019,580)</u>	<u>(7,372,166)</u>	<u>7,418</u>	<u>(91,384,328)</u>
Total capital assets, being depreciated, net	<u>110,707,891</u>	<u>13,065,131</u>	<u>(261,340)</u>	<u>123,511,682</u>
Governmental activities capital assets, net	<u>\$ 151,212,994</u>	<u>\$ 26,733,086</u>	<u>\$ (5,085,695)</u>	<u>\$ 172,860,385</u>
Business-type activities:				
Capital assets not being depreciated:				
Land	\$ 2,618,629	\$ 49,416.00	\$ -	\$ 2,668,045
Water rights	23,729,353	-	-	23,729,353
Construction in Progress	9,001,483	4,451,998	(3,871,964)	9,581,517
Total capital assets not being depreciated	<u>35,349,465</u>	<u>4,501,414</u>	<u>(3,871,964)</u>	<u>35,978,915</u>
Capital assets being depreciated:				
Water capacity	10,950,988	-	-	10,950,988
Culinary water system	115,228,646	13,687,144	-	128,915,790
Secondary water system	25,993,716	2,539,559	-	28,533,275
Sewer system	60,199,422	3,587,643	-	63,787,065
Storm drain system	46,459,690	7,444,343	-	53,904,033
Street light system	5,309,968	458,000	-	5,767,968
Equipment	2,862,681	9,842	-	2,872,523
Total capital assets being depreciated	<u>267,005,111</u>	<u>27,726,532</u>	<u>-</u>	<u>294,731,643</u>
Less accumulated depreciation for:				
Water capacity	(8,924,189)	(547,549)	-	(9,471,738)
Culinary water system	(33,711,063)	(4,271,254)	-	(37,982,317)
Secondary water system	(7,525,080)	(553,016)	-	(8,078,096)
Sewer system	(15,007,215)	(2,008,775)	-	(17,015,990)
Storm drain system	(9,997,972)	(1,558,338)	-	(11,556,310)
Street light system	(3,279,214)	(100,453)	-	(3,379,667)
Equipment	(1,704,403)	(199,826)	-	(1,904,229)
Total accumulated depreciation	<u>(80,149,136)</u>	<u>(9,239,211)</u>	<u>-</u>	<u>(89,388,347)</u>
Total capital assets, being depreciated, net	<u>186,855,975</u>	<u>18,487,321</u>	<u>-</u>	<u>205,343,296</u>
Business-type capital assets, net	<u>\$ 222,205,440</u>	<u>\$ 22,988,735</u>	<u>\$ (3,871,964)</u>	<u>\$ 241,322,211</u>

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 4 - Capital Assets – Continued

Depreciation expense was charged to functions of the primary government as follows:

Governmental activities:

General government	\$ 266,178
Public safety	600,519
Public works	5,302,615
Parks and Rec	1,202,854
Total depreciation expense - governmental activities	\$ 7,372,166

Business-type activities:

Water	\$ 5,462,715
Sewer	2,095,208
Strom Drain	1,566,284
Street Lights	115,003
Total depreciation expense - business-type activities	\$ 9,239,210

Total depreciation expense	\$ 16,611,376
----------------------------	---------------

Note 5 - Compensated Absences

Accumulated unpaid vacation, compensatory leave pay and other employee benefit amounts are accrued when incurred in proprietary funds (using the accrual basis of accounting). In the governmental funds (using the modified accrual basis of accounting) only the unpaid amounts due to retired or terminated employees are recorded as liabilities. All City employees are paid from the general fund. The total compensated absences liability is reported in the government wide financial statements as long-term debt in accordance with the Governmental Accounting Standards. Based on historical estimates, the City estimates that \$719,893 of the compensated absences balance will be due in the next year.

Note 6 - Retirement Plans

General Information about the Pension Plans

Plan description: Eligible plan participants are provided with pensions through the Utah retirement Systems. The Utah Retirement Systems are comprised of the following pension trust funds:

- Public Employees Noncontributory Retirement System (Noncontributory System);
- Firefighters Retirement System (Firefighters System); are multiple employer, cost sharing, retirement systems.
- The Public Safety Retirement System (Public Safety System) is a mixed agent and cost-sharing, multiple-employer retirement system;
- Tier 2 Public Employees Contributory Retirement System (Tier 2 Public Employees System);
- Tier 2 Public Safety and Firefighter Contributory Retirement System (Tier 2 Public Safety and Firefighters System) are multiple employer, cost sharing, public employees, retirement systems.

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 6 - Retirement Plans – Continued

The Tier 2 Public Employees System became effective July 1, 2011. All eligible employees beginning service on or after July 1, 2011, who have no previous service credit with any of the Utah Retirement Systems, are members of the Tier 2 Retirement System.

The Utah Retirement Systems (Systems) are established and governed by the respective sections of Title 49 of the Utah Code Annotated 1953, as amended. The Systems' defined benefit plans are amended statutorily by the State Legislature. The Utah State Retirement Office Act in Title 49 provides for the administration of the Systems under the direction of the Board, whose members are appointed by the Governor. The Systems are fiduciary funds defined as pension (and other employee benefit) trust funds. URS is a component unit of the State of Utah. Title 49 of the Utah Code grants the authority to establish and amend the benefit terms. URS issues a publicly available financial report that can be obtained by writing Utah Retirement Systems, 560 E. 200 S, Salt Lake City, Utah 84102 or visiting the website: www.urs.org.

Benefits provided: URS provides retirement, disability, and death benefits. Retirement benefits are as follows:

Summary of Benefits by System

System	Final Average Salary	Years of service required and/or age eligible for	Benefit percent per year of service	COLA**
Noncontributory System	Highest 3 years	30 years any age 25 years any age* 20 years age 60* 10 years age 62* 4 years age 65*	2.0% per year all years	Up to 4%
Public Safety System	Highest 3 years	20 years any age 10 years age 60 4 years age 65	2.5% per year up to 20 years; 2.0% per year over 20 years	Up to 2.5% to 4% depending on the employer
Firefighters System	Highest 3 years	20 years any age 10 years age 60 4 years age 65	2.5% per year up to 20 years; 2.0% per year over 20 years	Up to 4%
Tier 2 Public Employees System	Highest 5 years	35 years any age 20 years age 60* 10 years age 62* 4 years age 65	1.5% per year all years	Up to 2.5%
Tier 2 Public Safety and Firefighter System	Highest 5 years	35 years any age 20 years age 60* 10 years age 62* 4 years age 65	1.5% per year all years	Up to 2.5%

*with actuarial reductions

**All post-retirement cost-of-living adjustments are non-compounding and are based on the original benefit except for Judges, which is a compounding benefit. The cost-of-living adjustments are also limited to the actual Consumer Price Index (CPI) increase for the year,

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 6 - Retirement Plans - Continued

Contributions: As a condition of participation in the Systems, employers and/or employees are required to contribute certain percentages of salary and wages as authorized by statute and specified by the URS Board. Contributions are actuarially determined as an amount that, when combined with employees contributions (where applicable) is expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded actuarial accrued liability. Contribution rates are as follows:

<u>Utah Retirement Systems</u>	<u>Employee</u>	<u>Employer</u>	<u>401(k)</u>
Contributory System			
111 Local Government Div - Tier 2	N/A	16.01%	0.018%
Noncontributory System			
15 Local Government Div. Tier 1	N/A	17.97%	N/A
Public Safety System			
Contributory			
122 tier 2 DB Hybrid Public Safety N//A	2.59	23.74%	N/A
Noncontributory			
49 Other Div B Tier 1	N/A	32.28%	N/A
Firefighters Retirement System			
31 Other Division B	16.71%	6.24%	N/A
132 Tier 2 DB Hybrid Firefighters	2.29	14.08%	N/A
Tier 2 DC Only			
211 Local Government	N/A	6.19%	10.00%
222 Public Safety	N/A	9.74%	14.00%
232 Firefighters	N/A	0.08%	14.00%

Tier 2 rates include a statutory required contribution to finance the unfunded actuarial accrued liability of the Tier 1 plans.

Utah Retirement Systems

For fiscal year ended June 30, 2023, the employer and employee contributions to the Systems were as follows:

<u>System</u>	<u>Employer Contributions</u>	<u>Employee Contributions</u>
Noncontributory System	\$ 538,775	\$ -
Public Safety System	440,334	-
Firefighters System	38,457	103,116
Tier 2 Public Employees System	636,624	-
Tier 2 Public Safety and Firefighter	465,959	62,095
Tier 2 DC Only System	39,629	-
Tier 2 DC Public Safety and Firefighter System	12,811	-
Total Contributions	<u>\$ 2,172,589</u>	<u>\$ 165,211</u>

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 6 - Retirement Plans – Continued

Contributions reported are URS Board approved required contributions by System. Contributions in the Tier 2 Systems are used to finance the unfunded liabilities in the Tier 1 Systems.

Combined Pension Assets, Liabilities, Expenses, and Deferred Outflows of Resources and Deferred inflows of Resources Related to Pensions

At June 30, 2023, we reported a net pension asset of \$901,669 and a net pension liability of \$1,910,197.

	<u>Net Pension Asset</u>	<u>Net Pension Liability</u>	<u>Proportionate Share</u>	<u>Proportionate Share December 31, 2021</u>	<u>Change (Decrease)</u>
Noncontributory System	\$ -	\$ 705,158	0.4117115%	0.0039357%	0.0181399%
Public Safety System	-	962,785	2.0719538%	2.0977891%	0.0258353%
Firefighters System	901,669	-	0.7163530%	0.6530226%	0.0633304%
Tier 2 Public Employees System	-	179,724	0.1650519%	0.4461830%	0.0204336%
Tier 2 Public Safety and Firefighter	-	62,530	0.7495403%	0.8373416%	0.0878013%
	<u>\$ 901,669</u>	<u>\$ 1,910,197</u>			

The net pension asset and liability was measured as of December 31, 2022, and the total pension liability used to calculate the net pension asset and liability was determined by an actuarial valuation as of January 1, 2022 and rolled-forward using generally accepted actuarial procedures. The proportion of the net pension asset and liability is equal to the ratio of the employer's actual contributions to the Systems during the plan year over the total of all employer contributions to the System during the plan year.

For the year ended June 30, 2023, we recognized pension expense of \$1,442,697. At June 30, 2023, we reported deferred outflows of resources and deferred inflows of resources related to pensions for the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 705,736	\$ 29,024
Changes in assumptions	346,915	17,383
Net difference between projected and actual earnings on pension plan investments	1,028,755	-
Changes in proportion and differences between contributions and proportionate share of contributions	153,927	101,153
Contributions subsequent to the measurement date	1,102,387	-
	<u>\$ 3,337,720</u>	<u>\$ 147,560</u>

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 6 - Retirement Plans – Continued

\$1,102,387 was reported as deferred outflows of resources and deferred inflows of resources relating to pension results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2022.

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions expense as follows:

<u>Year ended June 30,</u>	<u>Net Deferred Outflows (Inflows) of Resources</u>
2023	\$ (2,526)
2024	137,546
2025	396,982
2026	1,439,544
2027	20,043
Thereafter	96,184
	<u>\$ 2,087,773</u>

Noncontributory System Pension Expense, and Deferred Outflows and Inflows of Resources

For the year ended June 30, 2023 we recognized pension expense of \$420,564.

At June 30, 2023, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 239,179	\$ -
Changes in assumptions	115,566	2,816
Net difference between projected and actual earnings on pension plan investments	465,129	-
Changes in proportion and differences between contributions and proportionate share of contributions	80,569	-
Contributions subsequent to the measurement date	267,844	-
	<u>\$ 1,168,287</u>	<u>\$ 2,816</u>

\$267,844 was reported as deferred outflows of resources and deferred inflows of resources relating to pension results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2022.

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 6 - Retirement Plans – Continued

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions expense as follows:

<u>Year ended June 30,</u>	<u>Net Deferred Outflows (Inflows) of Resources</u>
2023	\$ (35,307)
2024	31,811
2025	186,824
2026	714,298
2027	-
Thereafter	-
	<u>\$ 897,626</u>

Public Safety System Pension Expense, and Deferred Outflows and Inflows of Resources

For the year ended June 30, 2023 we recognized pension expense of \$597,110.

At June 30, 2023, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 332,264	\$ -
Changes in assumptions	71,089	7,847
Net difference between projected and actual earnings on pension plan investments	272,482	1,035
Changes in proportion and differences between contributions and proportionate share of contributions	17,759	-
Contributions subsequent to the measurement date	221,020	-
	<u>\$ 914,614</u>	<u>\$ 8,882</u>

\$221,020 was reported as deferred outflows of resources and deferred inflows of resources relating to pension results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2022.

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions expense as follows:

<u>Year ended June 30,</u>	<u>Net Deferred Outflows (Inflows) of Resources</u>
2023	\$ 128,341
2024	87,377
2025	101,013
2026	367,981
2027	-
Thereafter	-
	<u>\$ 684,712</u>

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 6 - Retirement Plans – Continued

Firefighters System Pension Expense, and Deferred Outflows and Inflows of Resources

For the year ended June 30, 2023 we recognized pension expense of (\$191,428).

At June 30, 2023, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 43,425	\$ 1,157
Changes in assumptions	62,367	-
Net difference between projected and actual earnings on pension plan investments	153,808	-
Changes in proportion and differences between contributions and proportionate share of contributions	137	83,717
Contributions subsequent to the measurement date	19,903	-
	\$ 279,640	\$ 84,874

\$19,903 was reported as deferred outflows of resources and deferred inflows of resources relating to pension results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2022.

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions expense as follows:

Year ended June 30,	Net Deferred Outflows (Inflows) of Resources
2023	\$ (112,264)
2024	(16,587)
2025	53,848
2026	249,865
2027	-
Thereafter	-
	\$ 174,862

Tier 2 Public Employees System Pension Expense, and Deferred Outflows and Inflows of Resources

For the year ended June 30, 2023 we recognized pension expense of \$344,539.

At June 30, 2023, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 6 - Retirement Plans – Continued

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 60,704	\$ 7,131
Changes in assumptions	58,347	457
Net difference between projected and actual earnings on pension plan investments	72,459	7,187
Changes in proportion and differences between contributions and proportionate share of contributions	32,507	-
Contributions subsequent to the measurement date	351,003	-
	<u>\$ 575,020</u>	<u>\$ 14,775</u>

\$351,003 reported as deferred outflows of resources and deferred inflows of resources relating to pension results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2022.

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions expense as follows:

<u>Year ended June 30,</u>	<u>Net Deferred Outflows (Inflows) of Resources</u>
2023	\$ 10,303
2024	21,719
2025	34,515
2026	65,449
2027	15,673
Thereafter	61,582
	<u>\$ 209,241</u>

Tier 2 Public Safety and Firefighter Pension Expense, and Deferred Outflows and Inflows of Resources

For the year ended June 30, 2023 we recognized pension expense of \$271,910.

At June 30, 2023, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 30,164	\$ 20,736
Changes in assumptions	39,546	6,263
Net difference between projected and actual earnings on pension plan investments	64,877	-
Changes in proportion and differences between contributions and proportionate share of contributions	22,956	9,214
Contributions subsequent to the measurement date	242,617	-
	<u>\$ 400,160</u>	<u>\$ 36,213</u>

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 6 - Retirement Plans – Continued

\$242,617 was reported as deferred outflows of resources and deferred inflows of resources relating to pension results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2022.

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions expense as follows:

Year ended December 31,	Net Deferred Outflows (Inflows) of Resources
2023	\$ 6,399
2024	13,225
2025	20,781
2026	41,951
2027	4,370
Thereafter	34,602
	\$ 121,328

Actuarial assumptions: The total pension liability in the December 31, 2022, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.50 Percent
Salary increases	3.25 – 9.25 percent, average, including inflation
Investment rate of return	6.85 percent, net of pension plan investment expense, including inflation

Mortality rates were developed from actual experience and mortality tables, based on gender and age, as appropriate, with adjustments for future improvement in mortality based on scale AA, a model developed by the Society of Actuaries.

The actuarial assumptions used in the January 1, 2022; valuation were based on an experience study of the demographic assumptions as of January 1, 2020, and a review of economic assumptions of January 1, 2021.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 6 - Retirement Plans – Continued

Asset Class	Expected Return Arithmetic Basis		
	Target Asset Allocation	Real Return Arithmetic Basis	Long Term expected portfolio real rate of return
Equity securities	35.00%	6.58%	2.30%
Debt securities	20.00%	1.08%	0.22%
Real assets	18.00%	5.72%	1.03%
Private equity	12.00%	9.80%	1.18%
Absolute return	15.00%	2.91%	0.44%
Cash and cash equivalents	0.00%	-0.11%	0.00%
Totals	100%		5.17%
	Inflation		2.50%
	Expected arithmetic nominal return		7.67%

The 6.85% assumed investment rate of return is comprised of an inflation rate of 2.50%, a real return of 4.35% that is net of investment expense.

Discount rate: The discount rate used to measure the total pension liability was 6.85 percent. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that contributions from all participating employers will be made at contractually required rates that are actuarially determined and certified by the URS Board. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The discount rate does not use the Municipal Bond Index Rate. The discount rate was reduced to 6.85 percent from 6.95 percent from the prior measurement period.

Sensitivity of the proportionate share of the net pension asset and liability to changes in the discount rate: The following presents the proportionate share of the net pension liability calculated using the discount rate at 6.85 percent, as well as what the proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.85 percent) or 1-percentage-point higher (7.85 percent) than the current rate:

System	1% Decrease Discount Rate 1% Increase		
	5.85%	6.85%	7.85%
Noncontributory System	\$ 4,444,145	\$ 705,158	\$(2,418,961)
Public Safety System	3,177,204	962,785	(643,454)
Firefighters System	280,205	(901,669)	(1,872,183)
Tier 2 Public Employees System	785,295	179,724	(286,792)
Tier 2 Public Safety and Firefighter	500,535	62,530	(285,579)
Total	\$ 9,187,384	\$ 1,008,528	\$(5,506,969)

Pension plan fiduciary net position: Detailed information about the pension plan's fiduciary net position is available in the separately issued URS financial report.

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 6 - Retirement Plans – Continued

Defined Contribution Savings Plan

The Defined Contribution Savings Plans are administered by the Utah Retirement Systems Board and are generally supplemental plans to the basic requirements benefits of the Retirement Systems, but may also be used as a primary retirement plan. These plans are voluntary tax-advantaged retirement savings programs authorized under sections 401(k), 457(b), and 408 of the Internal Revenue code. Detailed information regarding plan provision is available in the separately issued URS financial report.

City of Saratoga Springs participates in the following Defined Contribution Savings Plans with Utah Retirement Systems: 401(k) Plan, 457(b) Plan, Roth IRA Plan.

Employee and employer contributions to the Utah Retirement Defined Contribution Savings Plans for fiscal year ended June 30 were as follows:

	<u>2023</u>	<u>2022</u>	<u>2021</u>
401(k) Plan			
Employer Contributions	\$1,056,801	\$950,975	\$763,353
Employee Contributions	258,176	227,388	197,727
457(b) Plan			
Employer Contributions	\$ -	\$ -	\$ -
Employee Contributions	158,599	184,596	141,336
Roth IRA Plan			
Employer Contributions	N/A	N/A	N/A
Employee Contributions	\$ 73,430	\$ 78,150	\$ 66,234
Traditional IRA Plan			
Employer Contributions	N/A	N/A	N/A
Employee Contributions	\$ 6,220	\$ 9,570	\$ 6,830

Note 7 - Interfund Transfers

Transfers were made which will not be repaid. Such amounts for the fiscal year ended June 30, 2023 were as follows:

	<u>In</u>	<u>Out</u>
Governmental:		
General Fund	\$ -	\$ 7,398,000
Capital Projects	7,398,000	-
Total Transfers	<u>\$ 7,398,000</u>	<u>\$7,398,000</u>

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 7 - Interfund Transfers – Continued

The purpose of the inter-fund transfers is to meet the City’s ongoing cash needs for capital projects. In addition to the transfers, the General Fund charged \$3,198,579 to the enterprise funds for personnel and administrative services and facility costs during the year.

Note 8 - Contingent Liabilities

Amounts received or receivables from grantor agencies are subject to audit and adjustment by those grantor agencies. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the government expects such amounts, if any, to be immaterial. The City is also involved in various claims and litigation that should be covered by insurance.

On March 30, 2010 the City entered into an agreement with a neighboring municipality to provide police services. For the year ended June 30, 2023 the City received \$2,316,959 for the service.

Note 9 - Construction Commitments

The City has active construction projects as of June 30, 2023. The projects include construction of roads and utility system upgrades.

<u>Project</u>	<u>Spent-to-Date</u>	<u>Remaining Commitment</u>	<u>Estimated Completion</u>
All projects	\$131,541,681	\$8,344,810	June 2019

Note 10 - Risk Management

The City is exposed to various risks of loss related to torts: theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. These risks are covered by commercial insurance purchased from independent third parties and participation in the Local Governments Trust, a public entity risk pool. Settled claims from these risks have not exceeded commercial insurance coverage for the past three years. The City carries \$2,000,000 of liability coverage and \$1,000,000 of fidelity bond coverage for the treasurer.

The City participates in the public entity risk pool’s general liability insurance program. This program requires annual premiums based on the City’s level of insurance and previous claims experience. The payment of the premium indemnifies the City for claims that exceed its deductible amount. The risk pool is governed by the inter-local risk pool agreement.

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 11 – Long-term debt

Special Assessment Bonds

The 2012 series bonds will be repaid from assessments levied against the property owners benefited by the improvements made by the City in the special improvement district area. In the event that a deficiency exists because of unpaid or delinquent special assessments at the time a debt service payment is due, the government may draw from the established reserve fund to cover the deficiency. The bonds have a stated rate of interest of 0.75% -4.45% with a maturity date of April 1, 2029.

The 2012 series special assessment bond is recorded in the enterprise fund with annual debt service requirements to maturity for special assessment bonds as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 72,000	\$ 19,393	\$ 91,393
2025	74,000	17,017	91,017
2026	77,000	14,168	91,168
2027	81,000	10,972	91,972
2028	84,000	7,570	91,570
2029	87,000	3,916	90,916
Total	\$ 475,000	\$ 73,036	\$ 548,036

B. Revenue Bonds

The government has issued bonds where the government pledged revenues derived from the operation of the utility system to pay the outstanding debt service. Revenue bonds are the obligations of the enterprise funds.

2014 Water Revenue Bonds

On October 22, 2014, the City issued \$9,995,000 in Series 2014 Water Revenue Bonds with a maturity date of December 1, 2033 with an average coupon rate of 3.051%. The bonds were issued to (1) finance the costs associated with acquiring, constructing, and equipping portions of the City's culinary water system, (2) refund the Series 2005, 2006, and 2009 Water Revenue Bonds, and (3) finance the cost of issuance of the Series 2014 Bonds. Each principal payment is subject to prepayment and redemption at any time, in whole or in part, in inverse order, at the election of the City. The redemption price is equal to 100% of the principal amount to be prepaid or redeemed, plus accrued interest, if any, to the date of redemption, with annual debt service requirements to maturity for special assessment bonds as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 495,000	\$ 202,000	\$ 697,000
2025	510,000	189,626	699,626
2026	525,000	174,326	699,326
2027	540,000	158,576	698,576
2028	560,000	142,376	702,376
2029-2033	3,075,000	440,054	3,515,054
2034-2035	680,000	23,800	703,800
Total	\$ 6,385,000	\$ 1,330,758	\$ 7,715,758

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 11 – Long-term debt

2016 Water Revenue Bonds

On November 22, 2016, the City issued \$9,710,000 in Series 2016 Water Revenue Bonds with a maturity date of June 1, 2037 with an average coupon rate of 2.50%. The bonds were issued to finance the costs associated with acquiring, constructing, and equipping portions of the City’s culinary water system. Each principal payment is subject to prepayment and redemption at any time, in whole or in part, in inverse order, at the election of the City. The redemption price is equal to 100% of the principal amount to be prepaid or redeemed, plus accrued interest, if any, to the date of redemption. The annual debt service requirements to maturity for revenue bonds are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 425,000	\$ 258,425	\$ 683,425
2025	445,000	236,675	681,675
2026	470,000	213,800	683,800
2027	495,000	194,675	689,675
2028	515,000	175,575	690,575
2029-2033	2,815,000	599,075	3,414,075
2034-2037	2,580,000	153,800	2,733,800
Total	\$ 7,745,000	\$ 1,832,025	\$ 9,577,025

The City has pledged all water utility net revenues to pay the debt service costs through maturity in 2037. During the year, the net revenue before depreciation was \$1,653,401 and the debt service requirement was \$1,384,324.

2018 Sewer Revenue Bonds

On May 17, 2018, the City issued \$9,970,000 in Series 2018 Sewer Revenue Bonds with a maturity date of June 1, 2038 with an average coupon rate of 3.25%. The bonds were issued to finance the costs associated with acquiring, constructing, and equipping portions of the City’s sewer system. Each principal payment is subject to prepayment and redemption at any time, in whole or in part, in inverse order, at the election of the City. The redemption price is equal to 100% of the principal amount to be prepaid or redeemed, plus accrued interest, if any, to the date of redemption. The annual debt service requirements to maturity for revenue bonds are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 440,000	\$ 266,062	\$ 706,062
2025	455,000	252,862	707,862
2026	470,000	239,212	709,212
2027	485,000	225,112	710,112
2028	500,000	210,562	710,562
2029-2033	2,720,000	818,710	3,538,710
2034-2038	3,195,000	343,354	3,538,354
Total	\$ 8,265,000	\$ 2,355,874	\$ 10,620,874

The City has pledged all sewer utility net revenues to pay the debt service costs through maturity in 2038. During the year, the net revenue before depreciation was \$2,224,342 and the debt service requirement was \$708,962.

Note 11 - Long-term Debt – Continued

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Sales Tax Revenue Bonds

Sales tax revenue bonds are special limited obligations of the City backed by the portion of sales and use taxes levied by the City under the Local Sales and Use Tax Act. The bonds are obligations of the governmental funds.

2011 Sales Tax Revenue Bonds

On June 1, 2011, the city issued \$4,000,000 in Series 2011 Sales Taxes Revenue Bonds at interest rates ranging from 3.0% to 4.125% with a maturity date of June 1, 2031. The bonds were issued to finance the costs associated with acquiring, constructing, renovating, equipping, and furnishing the City's facilities (including a public works facility, fire station, and city well improvements) and to exercise a purchase option under an outstanding financing lease for the City Hall building. Bond proceeds were also used to pay the cost of issuance of the Bonds. The Bonds maturing on or after June 1, 2021 are subject to redemption prior to maturity, in whole or in part, at the option of the City on December 31, 2020 or on any date thereafter, from such maturities or parts thereof as selected by the City. The redemption price will equal 100% of the principal amount to be repaid or redeemed, plus accrued interest, if any, to the date of redemption. The City has pledged all sales tax revenues to pay the debt service costs through maturity in 2031. The City has pledged all of its sales tax revenues. Revenue bond debt service requirements to maturity are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 210,000	\$ 79,088	\$ 289,088
2025	220,000	706,888	926,888
2026	230,000	61,888	291,888
2027	240,000	52,688	292,688
2028	250,000	43,088	293,088
2029-2031	810,000	67,326	877,326
Total	\$ 1,960,000	\$ 1,010,966	\$ 2,970,966

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 11 - Long-term Debt – Continued

2017 Sales Tax Revenue Bonds

On December 1, 2016, the city issued \$4,000,000 in Series 2017 Sales Taxes Revenue Bonds at interest rates ranging from 3.0% to 3.50% with a maturity date of June 1, 2037. The bonds were issued to finance the costs associated with acquiring, constructing, renovating, equipping, and furnishing the City’s facilities (including a regional park complex). Bond proceeds were also used to pay the cost of issuance of the Bonds. The Bonds maturing on or after June 1, 2037 are subject to redemption prior to maturity, in whole or in part, at the option of the City on December 31, 2020 or on any date thereafter, from such maturities or parts thereof as selected by the City. The redemption price will equal 100% of the principal amount to be repaid or redeemed, plus accrued interest, if any, to the date of redemption. The City has pledged all sales tax revenues to pay the debt service costs through maturity in 2037. Revenue bond debt service requirements to maturity are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 435,000	\$ 235,976	\$ 670,976
2025	450,000	222,926	672,926
2026	460,000	209,426	669,426
2027	475,000	195,626	670,626
2028	490,000	181,376	671,376
2029-2033	2,680,000	677,320	3,357,320
2034-2037	2,465,000	219,494	2,684,494
Total	\$ 7,455,000	\$ 1,942,144	\$ 9,397,144

During the year the sales tax revenue was \$11,070,081 and the debt service requirement was \$964,476 or 9% of the sales tax revenue. The City has pledged all of its sales tax revenues.

C. Note Payable

Culinary Water System

Prior to the City being established in December 1997, a water company had built a water system in the area covered by the City. On February 2, 2005, the city entered into a settlement agreement to purchase the water system and the rights to the unused water capacity. The City’s obligation of \$21,000,000 is to be serviced by paying two-thirds, presently \$2,000, of each connection or impact fee collected. By agreement, the obligation bears no interest. If the City has not paid the full obligation by February 2, 2025, then the remaining, unpaid balance becomes due at that date. The note is an obligation of the water enterprise fund. Based on the projection of 525 connections annually, the remaining obligation is expected to be retired as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 160,518	\$ -	\$ 160,518
Total	\$ 160,518	\$ -	\$ 160,518

Note Payable – Developer

In 2017 the City entered into an agreement to reimburse a developer for work performed on the storm drain system. The developer placed improvements to the storm drain infrastructure in the amount of \$3,136,549. The City agreed to reimburse the developer with impact fees collected and credits used. Because reimbursement is contingent upon impact fees assigned, there is no amortization schedule for this note. As of June 30, 2023 the outhandling balance was \$1,938,565.

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Note 11 - Long-term Debt – Continued

Lease Obligation

The City has entered into a lease agreement to purchase a fire truck. The equipment will become the property of the City when the terms of the lease agreement are met. The contract contains a fiscal non-funding clause that allows the City Council the option of terminating the lease at the end of any fiscal year. In the opinion of City management, the likelihood of this clause being exercised is remote. The original lease amount was for \$1,239,610. The amount drawn down and used was \$1,083,019. The difference was used to reduce the balance of the lease. The obligation requires semi-annual principal and interest payments until July 2024. The Lease carries a 2.25% interest rate. The amount of the underlying asset was \$1,083,019 and is depreciated over its useful life. As of June 30, 2023 the accumulated depreciation was \$130,744. The future Principal and interest payments are:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 255,553	\$ 5,783	\$ 261,336
2025	65,010	2,384	67,394
Total	\$ 320,563	\$ 8,167	\$ 328,730

D. Changes in Long-term Debt

During the year ended June 30, 2023, the following activity occurred in liabilities reported as long-term:

	<u>Balance at June 30, 2022</u>	<u>Additions</u>	<u>Reductions</u>	<u>Balance at June 30, 2023</u>	<u>Due within one year</u>
Governmental activities					
Bonds payable:					
2011 Sales Tax Revenue Bond	\$ 2,165,000	\$ -	\$ (205,000)	\$ 1,960,000	\$ 210,000
2017 Sales Tax Revenue Bond	7,880,000	-	(425,000)	7,455,000	435,000
Unamortized Bond Premium	228,161	-	(15,211)	212,950	-
Total bonds payable	10,273,161	-	(645,211)	9,627,950	645,000
Lease Obligation	570,464	-	(249,900)	320,564	255,553
Net pension liability	-	1,791,765	-	1,791,765	-
Compensated absences	879,417	1,080,529	(692,997)	1,266,949	692,697
Total Governmental Long-Term Obligations	\$ 11,723,042	\$ 2,872,294	\$ (1,588,108)	\$ 13,007,228	\$ 1,593,250

	<u>Balance at June 30, 2022</u>	<u>Additions</u>	<u>Reductions</u>	<u>Balance at June 30, 2023</u>	<u>Due within one year</u>
Business-Type Activities					
Bonds payable:					
2012 Special Assessment Bond	\$ 545,000	\$ -	\$ (70,000)	\$ 475,000	\$ 72,000
2014 Water Revenue Bond	6,870,000	-	(485,000)	6,385,000	495,000
2016 Water Revenue Bond	8,155,000	-	(410,000)	7,745,000	425,000
Unamortized Bond Premium	303,783	-	(21,705)	282,078	-
2018 Sewer Revenue Bond	8,695,000	-	(430,000)	8,265,000	440,000
Unamortized Bond Premium	78,893	-	(5,261)	73,632	-
Total bonds payable	24,647,676	-	(1,421,966)	23,225,710	1,432,000
Contract Payable	1,116,768	-	(956,250)	160,518	160,518
Note payable - developer	1,938,565	-	-	1,938,565	-
Net pension liability	-	118,432	-	118,432	-
Compensated absences	51,661	39,647	(27,197)	64,111	27,196
Total Business-Type Long-Term Obligations	\$ 27,754,670	\$ 158,079	\$ (2,405,413)	\$ 25,507,336	\$ 1,619,714

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2023

Net Pension Liability in the governmental activities is liquidated using current resources from the fund that the employee worked, typically the General fund.

Note 13 – Community Development Agency

The City Community Development Agency (CDA) was created in fiscal year 2020 to target a community project area. The CDA receives a percentage of the point of sale sales tax collected within the City. These funds are used to help offset the cost of construction and initial operations for incoming businesses within the project area.

In accordance with Utah State Code Section 17C-1-605(1) the City’s CDA is required to disclose the following:

Intergovernmental Revenue	
Project Area 1:	\$ 760,000
Total intergovernmental received by CDA	\$ 760,000
 Revenues Expended:	
Administrative costs	\$ 500
Developer Agreements	729,150
Total funds expended by CDA	\$ 729,650

Note 14 – Change in Accounting Principal

During the fiscal year ended June 30, 2023 the District implemented Governmental Accounting Standards Board (GASB) Statement No. 96, Subscription Based Information Technology Agreements (SBITA’s). For purposes of this standard, a subscription-based software contract must convey control of the present service capacity of the subscription and allow the subscription payee to dictate the nature and manner of use of the IT asset. In addition, all contracts less than 12 months can be excluded from recognition on the subscription asset or liability. The District has evaluated all contracts and determined none qualify as a SBITA due to contracts less than 12 months or contracts that fail to convey control. Therefore, none of the subscription contracts have been reclassified as SBITA’s.

Note 14 – Subsequent Events

We have evaluated the events and transactions for potential recognition or disclosure through October 31, 2023 the date the financial statements were available to be issued.



REQUIRED SUPPLEMENTARY INFORMATION

CITY OF SARATOGA SPRINGS
 Required Supplementary Information
 Schedule of Contributions
 June 30, 2023
 Last 10 Fiscal Years*

	Fiscal year ended June 30,	Actuarial Determined Contribution	Contributions in relation to the contractually required contribution	Contribution deficiency (excess)	Covered payroll	Contribution as a percentage of covered payroll
Noncontributory System	2014	\$ 376,272	\$ 376,272	\$ -	\$ 2,181,974	17.24%
	2015	410,152	410,152	-	2,234,890	18.35%
	2016	398,883	398,883	-	2,159,626	18.47%
	2017	422,199	422,199	-	2,295,957	18.39%
	2018	439,512	439,512	-	2,406,599	18.26%
	2019	456,481	456,481	-	2,485,898	18.36%
	2020	462,434	462,434	-	2,516,868	18.37%
	2021	468,326	468,326	-	2,540,626	18.43%
	2022	566,357	566,357	-	3,078,209	18.40%
	2023	538,775	538,775	-	3,000,567	17.96%
Public Safety System	2014	301,111	301,111	-	1,134,533	26.54%
	2015	272,932	272,932	-	1,138,990	23.96%
	2016	279,168	279,168	-	1,175,484	23.75%
	2017	284,450	284,450	-	1,190,696	23.89%
	2018	306,295	306,295	-	1,286,043	23.82%
	2019	332,460	332,460	-	1,286,651	25.84%
	2020	353,586	353,586	-	1,298,806	27.22%
	2021	370,789	370,789	-	1,359,194	27.28%
	2022	391,713	391,713	-	1,392,623	28.13%
	2023	440,334	440,334	-	1,545,484	28.49%
Firefighters System	2014	14,208	14,208	-	233,012	6.10%
	2015	18,440	18,440	-	279,810	6.59%
	2016	23,989	23,989	-	355,634	6.75%
	2017	26,859	26,859	-	403,277	6.66%
	2018	28,456	28,456	-	424,716	6.70%
	2019	30,989	30,989	-	429,077	7.22%
	2020	34,509	34,509	-	476,642	7.24%
	2021	36,503	36,503	-	504,181	7.24%
	2022	41,331	41,331	-	570,871	7.24%
	2023	38,457	38,457	-	617,091	6.23%
Tier 2 Public Employees System	2016	112,743	112,743	-	756,062	41.91%
	2017	156,900	156,900	-	1,052,316	14.91%
	2018	229,355	229,355	-	1,517,905	15.11%
	2019	251,427	251,427	-	1,618,073	15.54%
	2020	321,216	321,216	-	2,051,192	15.86%
	2021	390,267	390,267	-	2,471,484	15.79%
	2022	504,025	504,025	-	3,138,016	16.06%
	2023	636,624	636,624	-	3,976,367	16.01%
Tier 2 Public Safety and Firefighters System*	2014	30,095	30,095	-	214,501	14.03%
	2015	57,532	57,532	-	385,088	14.94%
	2016	112,743	112,743	-	756,062	14.91%
	2017	77,557	77,557	-	465,913	16.65%
	2018	127,672	127,672	-	773,055	16.52%
	2019	185,331	185,331	-	1,026,493	18.05%
	2020	216,163	216,163	-	1,234,416	17.51%
	2021	320,694	320,694	-	1,657,881	19.34%
	2022	428,285	428,285	-	2,194,570	19.52%
	2023	465,959	465,959	-	2,398,078	19.43%
Tier 2 Public Employees DC Only System*	2014	1,163	1,163	-	25,982	4.47%
	2015	2,254	2,254	-	52,502	4.29%
	2016	2,376	2,376	-	35,507	6.69%
	2017	3,517	3,517	-	52,577	6.69%
	2018	7,011	7,011	-	104,797	6.69%
	2019	13,925	13,925	-	208,148	6.69%
	2020	21,390	21,390	-	319,731	6.69%
	2021	28,863	28,863	-	430,494	6.70%
	2022	31,897	31,897	-	476,788	6.69%
	2023	39,629	39,629	-	640,212	6.19%
Tier 2 Public Safety and Fire Fighter DC Only System*	2014	-	-	-	-	-
	2015	-	-	-	-	-
	2016	-	-	-	-	-
	2017	-	-	-	-	-
	2018	-	-	-	-	-
	2019	1,137	1,137	-	11,676	9.74%
	2020	4,602	4,602	-	47,249	9.74%
	2021	9,102	9,102	-	115,367	7.89%
	2022	11,848	11,848	-	218,235	5.43%
	2023	12,811	12,811	-	285,778	4.48%

* Contributions in Tier 2 include an amortization rate to help the unfunded liabilities in the Tier 1 systems. Tier 2 systems were created effective July 1, 2011.

** The amounts presented were determined for the Calendar year January 1-December 31. In accordance with GASB 68, until a full 10-year trend is compiled, information is presented for those years for which information is available.

CITY OF SARATOGA SPRINGS
 Required Supplementary Information
 Schedule of the Proportionate Share of the Net Pension Liability
 June 30, 2023
 Last 10 Fiscal Years*

	Fiscal Year	Proportion of the net liability (asset)	Proportionate share of the net pension liability (asset)	Covered payroll	Proportionate share of the net pension liability (asset) as a percentage of its covered payroll	Plan fiduciary net position as a percentage of the total pension liability
Noncontributory System						
	2015	0.2635465%	\$ 1,144,381	\$ 2,236,578	51.20%	90.20%
	2016	0.2668688%	1,510,073	2,164,610	69.76%	87.80%
	2017	0.2917979%	1,873,700	2,353,876	79.60%	87.30%
	2018	0.2958139%	1,296,049	2,266,730	57.18%	91.90%
	2019	0.3162762%	2,328,971	2,433,749	95.69%	87.00%
	2020	0.3350093%	1,262,606	2,526,865	49.97%	93.70%
	2021	0.3430151%	175,947	2,458,606	7.16%	99.20%
	2022	0.3935716%	(2,254,027)	2,892,370	-77.93%	108.70%
	2023	0.4117115%	705,158	3,019,508	23.35%	97.50%
Public Safety System						
	2015	0.2635465%	574,927	1,140,839	50.40%	89.00%
	2016	1.3970959%	681,715	1,149,462	59.31%	87.60%
	2017	1.4915100%	929,654	1,235,277	75.26%	86.10%
	2018	1.5064946%	727,943	1,202,686	60.53%	90.50%
	2019	1.7780179%	1,401,071	1,287,130	108.85%	85.60%
	2020	1.8502266%	918,822	1,277,023	71.95%	91.70%
	2021	2.0000007%	719,065	1,345,049	53.46%	94.50%
	2022	2.0977891%	(751,262)	1,360,181	-55.23%	105.10%
	2023	2.0719538%	962,785	1,485,089	64.83%	93.70%
Firefighters retirement system						
	2015	0.3034621%	(33,395)	252,495	-13.20%	101.30%
	2016	0.3757619%	63,939	316,691	20.19%	98.10%
	2017	0.4743030%	70,158	410,102	17.11%	98.40%
	2018	0.4811169%	(107,932)	402,462	-26.82%	102.30%
	2019	0.5103655%	206,265	417,313	49.43%	96.10%
	2020	0.5488766%	(234,220)	451,447	-76.03%	105.80%
	2021	0.5959690%	(802,979)	491,949	-163.22%	112.00%
	2022	0.6530226%	(1,766,377)	534,527	-330.46%	122.90%
	2023	0.7163530%	(901,669)	587,191	-153.56%	110.30%
Tier 2 Public Employees Retirement System						
	2015	0.0561807%	(1,703)	275,889	-0.60%	103.50%
	2016	0.0886421%	(194)	572,836	-0.03%	100.20%
	2017	0.1129970%	12,605	926,665	1.36%	95.10%
	2018	0.1337068%	11,789	1,306,770	0.90%	97.40%
	2019	0.1257648%	53,862	1,470,210	3.66%	90.80%
	2020	0.1307647%	29,410	1,817,220	1.62%	96.50%
	2021	0.1438459%	20,689	2,299,270	0.90%	98.30%
	2022	14.4618300%	(61,208)	2,683,541	-2.28%	103.80%
	2023	0.1650519%	179,724	3,599,853	4.99%	92.30%
Tier 2 Public Safety and Firefighters retirement system						
	2015	0.5381763%	(7,961)	222,627	-3.60%	120.50%
	2016	0.4654713%	(6,801)	276,945	-2.46%	110.70%
	2017	0.5354597%	(4,648)	442,409	-1.05%	103.60%
	2018	0.5385951%	(6,232)	568,236	-1.10%	103.00%
	2019	0.7115034%	17,827	950,988	1.87%	95.60%
	2020	0.6651502%	62,567	1,096,302	5.71%	89.60%
	2021	0.6958170%	62,411	1,381,658	4.52%	93.10%
	2022	0.8373416%	(42,321)	2,002,406	-2.11%	102.80%
	2023	0.4954030%	62,530	2,306,183	2.71%	96.40%

* The amounts presented for each fiscal year were determined as of December 31. In accordance with GASB 68, until a full 10-year trend is compiled, information is presented for those years for which information is available.

CITY OF SARATOGA SPRINGS
Notes to Required Supplementary Information
For the year ended June 30, 2023

Change in Assumptions

No changes were made in actuarial assumptions from the prior year's valuation.

DRAFT



SUPPLEMENTARY INFORMATION

DRAFT

CITY OF SARATOGA SPRINGS
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget to Actual

Capital Projects Fund – The Capital Projects Fund is used to account for financial resources used for the acquisition or construction of major capital improvements (other than those financed by proprietary funds.)

Community Development Fund – The special revenue fund accounts for all of the Saratoga Springs Community Development Agency.

DRAFT

CITY OF SARATOGA SPRINGS
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget to Actual
Capital Projects Fund
For the Year Ended June 30, 2023

	<u>Budgeted Amounts</u>		<u>Actual Totals</u>	Variance with Final Budget - Positive (Negative)
	<u>Original</u>	<u>Final</u>		
REVENUES				
Intergovernmental	\$ 8,865,650	\$ 8,365,650	\$ 3,431,589	\$ (4,934,061)
Investment earnings	79,299	79,299	1,066,355	987,056
Impact fees	5,000,000	5,000,000	3,705,108	(1,294,892)
Miscellaneous	100,000	100,000	322,840	222,840
Total Revenues	<u>14,044,949</u>	<u>13,544,949</u>	<u>8,525,892</u>	<u>(5,019,057)</u>
EXPENDITURES				
General government	-	-	-	-
Public safety	738,422	764,600	-	764,600
Highways and public works	19,854,995	17,316,872	11,072,309	6,244,563
Parks and recreation	13,555,235	8,987,294	3,624,536	5,362,758
Capital expenditures	12,099,652	20,160,588	2,655,020	17,505,568
Debt service				
Principal retirement	805,615	830,615	674,900	155,715
Interest and fiscal charges	250,000	250,000	259,743	(9,743)
Total expenditures	<u>47,303,919</u>	<u>48,309,969</u>	<u>18,286,508</u>	<u>30,023,461</u>
Excess (deficit) of revenues over (under) expenditures	<u>(33,258,970)</u>	<u>(34,765,020)</u>	<u>(9,760,616)</u>	<u>25,004,404</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	5,473,176	10,473,176	7,398,000	(3,075,176)
Transfers out	-	-	-	-
Total other financing sources (uses)	<u>5,473,176</u>	<u>10,473,176</u>	<u>7,398,000</u>	<u>(3,075,176)</u>
Net change in fund balance	(27,785,794)	(24,291,844)	(2,362,616)	21,929,228
Fund balances - beginning	22,269,277	22,269,277	22,269,277	-
Fund balances - ending	<u>\$ (5,516,517)</u>	<u>\$ (2,022,567)</u>	<u>\$ 19,906,661</u>	<u>\$ 21,929,228</u>

CITY OF SARATOGA SPRINGS
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget to Actual
Community Development Agency
For the Year Ended June 30, 2023

	Budgeted Amounts		Actual Totals	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Intergovernmental	\$ 760,000	\$ 760,000	\$ 760,000	\$ -
Total revenues	760,000	760,000	760,000	-
EXPENDITURES				
Community Development	760,000	760,000	729,650	30,350
Total expenditures	760,000	760,000	729,650	30,350
Excess (deficit) of revenues over (under) expenditures	-	-	30,350	30,350
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Net change in fund balance	-	-	30,350	30,350
Fund balances - beginning	-	-	134,270	134,270
Fund balances - ending	\$ -	\$ -	\$ 164,620	\$ 164,620

DRAFT

CITY OF SARATOGA SPRINGS
Combining Financial Statements
Nonmajor Proprietary Funds

Garbage Collection Utility Fund – The Garbage Collection Utility Fund accounts for the collection and disposal of garbage for City residents.

Street Light Utility Fund – The Street Light Utility Fund accounts for the street light services of the City for its residents.

DRAFT

CITY OF SARATOGA SPRINGS
Combining Statement of Net Position
Nonmajor Proprietary Funds
June 30, 2023

	<u>Garbage</u>	<u>Street Lights</u>	<u>Total</u>
<u>ASSETS</u>			
Current assets:			
Cash and cash equivalents and investments	\$ 151,167	\$ 867,677	\$ 1,018,844
Accounts receivable - net	284,381	65,459	349,840
Due from other funds	-	63,710	63,710
Total current assets	<u>435,548</u>	<u>996,846</u>	<u>1,432,394</u>
Noncurrent assets:			
Capital Assets			
Equipment	-	145,503	145,503
Street light system	-	5,767,968	5,767,968
Less: Accumulated depreciation	<u>-</u>	<u>(3,425,742)</u>	<u>(3,425,742)</u>
Total capital assets	<u>-</u>	<u>2,487,729</u>	<u>2,487,729</u>
Total noncurrent assets	<u>-</u>	<u>2,487,729</u>	<u>2,487,729</u>
Total assets	<u>435,548</u>	<u>3,484,575</u>	<u>3,920,123</u>
<u>DEFERRED OUTFLOWS OF RESOURCES</u>			
Pension related costs	-	-	-
Total deferred outflow of resources	<u>-</u>	<u>-</u>	<u>-</u>
Total assets & deferred outflows of resources	<u>\$ 435,548</u>	<u>\$ 3,484,575</u>	<u>\$ 3,920,123</u>
<u>LIABILITIES</u>			
Current liabilities:			
Accounts payable and accrued liabilities	\$ 15,612	\$ 10,548	\$ 26,160
Due to other funds	-	-	-
Unearned revenue	<u>-</u>	<u>32,030</u>	<u>32,030</u>
Total current liabilities	<u>15,612</u>	<u>42,578</u>	<u>58,190</u>
Noncurrent liabilities:			
Total noncurrent liabilities	<u>-</u>	<u>-</u>	<u>-</u>
Total liabilities	<u>15,612</u>	<u>42,578</u>	<u>58,190</u>
<u>DEFERRED INFLOWS OF RESOURCES</u>			
Pension related costs	-	-	-
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>
<u>NET POSITION</u>			
Net investment in capital assets	-	2,487,729	2,487,729
Unrestricted	<u>419,936</u>	<u>954,268</u>	<u>1,374,204</u>
Total net Position	<u>419,936</u>	<u>3,441,997</u>	<u>3,861,933</u>
Total liabilities, deferred inflows of resources and net position	<u>\$ 435,548</u>	<u>\$ 3,484,575</u>	<u>\$ 3,920,123</u>

CITY OF SARATOGA SPRINGS
Combining Statement of Revenues, Expenses, and Changes in Fund Net Position
Nonmajor Proprietary Funds
For the Year Ended June 30, 2023

	Garbage	Street Lights	Total
Operating revenues:			
Charges for services	\$ 2,688,811	\$ 614,820	\$ 3,303,631
Total operating revenues	<u>2,688,811</u>	<u>614,820</u>	<u>3,303,631</u>
 Operating expenses:			
Personnel Services	-	80,210	80,210
Supplies and Maintenance	3,310	251,207	254,517
Administration	197,212	54,016	251,228
Treatment and sanitation	2,381,870	-	2,381,870
Depreciation	-	115,003	115,003
Total operating expenses	<u>2,582,392</u>	<u>500,436</u>	<u>3,082,828</u>
Operating income	<u>106,419</u>	<u>114,384</u>	<u>220,803</u>
 Nonoperating revenues (expenses):			
Interest revenue	32,016	30,389	62,405
Total nonoperating revenues (expenses)	<u>32,016</u>	<u>30,389</u>	<u>62,405</u>
 Net income (loss) before contributions and transfers	<u>138,435</u>	<u>144,773</u>	<u>283,208</u>
 Contributions and transfers			
Contributions from developers	-	458,000	458,000
Total contributions and transfers	<u>-</u>	<u>458,000</u>	<u>458,000</u>
 Change in net Position	138,435	602,773	741,208
 Total net position - beginning	281,501	2,839,224	3,120,725
Total net position - ending	<u>\$ 419,936</u>	<u>\$ 3,441,997</u>	<u>\$ 3,861,933</u>

CITY OF SARATOGA SPRINGS
Combining Statement of Cash Flows
Nonmajor Proprietary Funds
For the Year Ended June 30, 2023

	<u>Garbage</u>	<u>Street Lights</u>	<u>Total</u>
Cash Flows From Operating Activities			
Receipts from customers	\$ 2,649,612	\$ 563,347	\$ 3,212,959
Payments to employees	-	(80,210)	(80,210)
Payments to suppliers	<u>(2,588,961)</u>	<u>(301,612)</u>	<u>(2,890,573)</u>
Net cash provided (used) by operating activities	<u>60,651</u>	<u>181,525</u>	<u>242,176</u>
Cash Flows From Noncapital Financing Activities			
Advance from other funds	-	-	-
Transfers Out	-	-	-
Net cash provided (used) by noncapital financing activities	<u>-</u>	<u>-</u>	<u>-</u>
Cash Flows From Capital and Related Financing Activities			
Purchase of Capital Assets	<u>-</u>	<u>-</u>	<u>-</u>
Proceeds from the sale of assets	<u>-</u>	<u>-</u>	<u>-</u>
Net cash provided (used) by capital and related financing activities	<u>-</u>	<u>-</u>	<u>-</u>
Cash Flows From Investing Activities			
Interest and dividends received	<u>32,016</u>	<u>30,389</u>	<u>62,405</u>
Net cash provided (used) by investing and related financing activities	<u>32,016</u>	<u>30,389</u>	<u>62,405</u>
Net increase (decrease) in cash and cash equivalents	92,667	211,914	304,581
Cash and cash equivalents - beginning	58,500	655,763	714,263
Cash and cash equivalents - end	<u>\$ 151,167</u>	<u>\$ 867,677</u>	<u>\$ 1,018,844</u>
Reconciliation of operating income to net cash provided (used) by operating activities:			
Operating income	<u>\$ 106,419</u>	<u>\$ 114,384</u>	<u>\$ 220,803</u>
Adjustments to reconcile operating income to net cash provided (used) by			
Depreciation expense	-	115,003	115,003
(Increase)/ decrease in accounts receivable	(39,199)	(19,793)	(58,992)
(Increase)/ decrease in due from other funds	-	-	-
(Increase)/ decrease in net pension asset	-	-	-
(Increase)/ decrease in deferred outflows	-	-	-
Increase/(decrease) in unearned revenues	-	(31,680)	(31,680)
Increase/(decrease) in net pension liability	-	-	-
Increase/(decrease) in deferred inflows	-	-	-
Increase/(decrease) in accounts payable	(6,569)	3,611	(2,958)
Increase/(decrease) in due to other funds	-	-	-
Total adjustments	<u>(45,768)</u>	<u>67,141</u>	<u>21,373</u>
Net cash provided (used) by operating activities	<u>\$ 60,651</u>	<u>\$ 181,525</u>	<u>\$ 242,176</u>
Capital assets contributed by developers		\$ 458,000	\$ 458,000

STATISTICAL SECTION

The Statistical Section presents detailed comparative data to assist with understanding what the information in the financial statements, note disclosures, and required supplementary information express about the government's overall financial health.

Financial Trends

Those schedules contain trend information to help the reader understand how the government's financial performance and well-being have changed over time.

Revenue Capacity

These schedules contain information to help the reader assess the government's most significant local revenue source, the property tax.

Debt Capacity

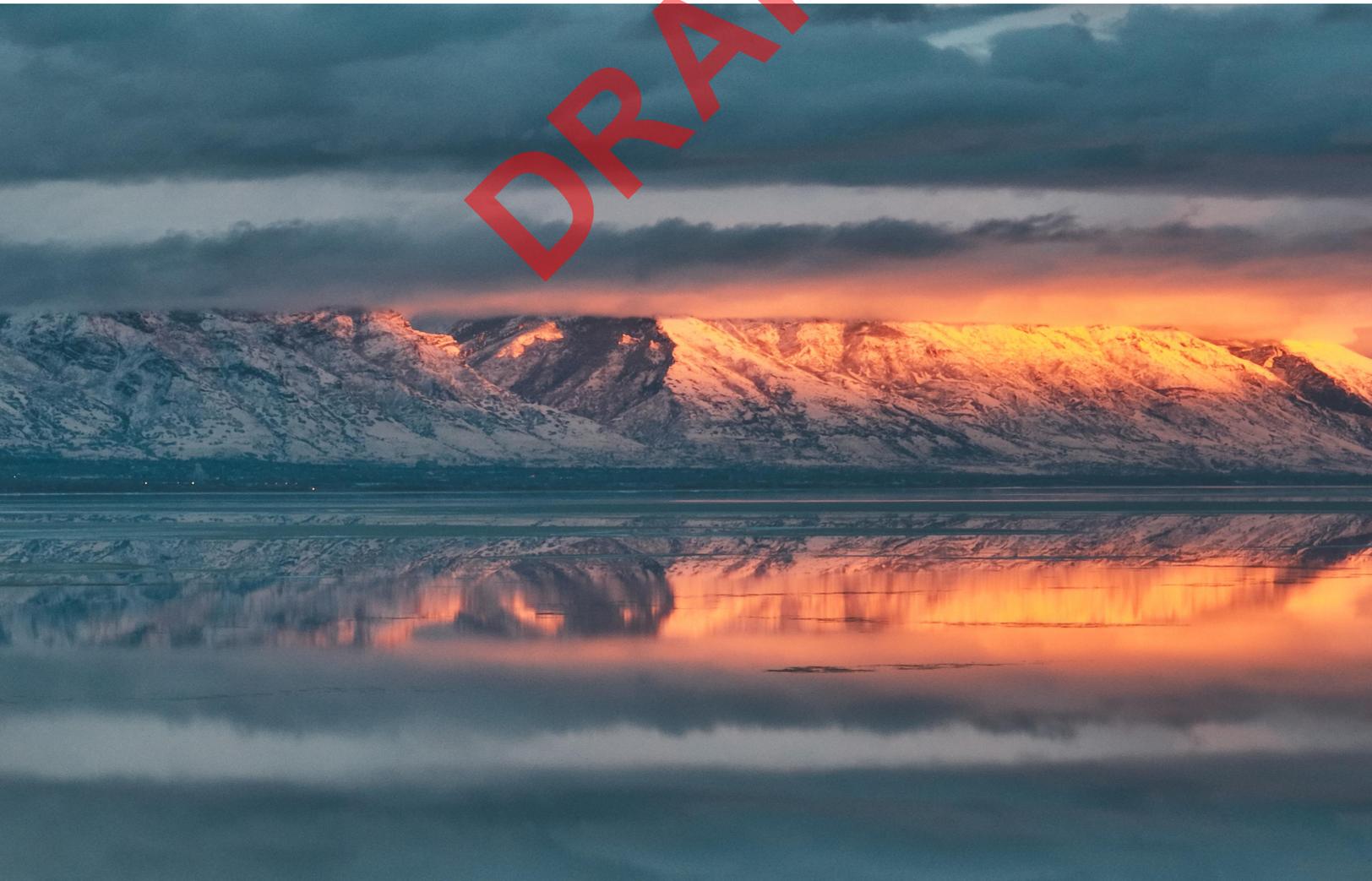
These schedules contain information to help the reader assess the affordability of the government's current levels of outstanding debt and the government's ability to issue additional debt in the future.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the government's financial activities take place.

Operating Information

These schedules contain service data to help the reader understand how the information in the government's financial report relates to the services the government provides and the activities it performs.



Schedule 1
CITY OF SARATOGA SPRINGS, UTAH
NET POSITION BY COMPONENT
Last Ten Fiscal Years
(accrual basis of accounting)

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Governmental Activities										
Net investment in										
capital assets	\$ 74,598,446	\$ 73,222,615	\$ 86,379,952	\$ 84,573,253	\$ 99,816,127	\$ 110,194,198	\$ 109,105,129	\$ 116,588,211	\$ 140,369,369	\$ 161,969,706
Restricted	95,687								8,001,930	2,780,810
Unrestricted	15,320,390	17,070,401	16,492,718	17,926,208	8,084,211	3,464,154	19,198,919	30,761,886	24,708,023	31,560,054
Total Governmental Activities										
Net Position	\$ 90,014,523	\$ 90,293,016	\$ 102,872,670	\$ 102,499,461	\$ 107,900,338	\$ 113,658,352	\$ 128,304,048	\$ 147,350,097	\$ 173,079,322	\$ 196,310,570
Business-Type Activities										
Net investment in										
capital assets	\$ 83,658,220	\$ 87,124,624	\$ 104,205,965	\$ 112,772,271	\$ 123,848,895	\$ 130,346,977	\$ 155,298,414	\$ 173,215,505	\$ 194,499,093	\$ 215,687,070
Restricted	-	2,814,571	2,787,320	-	-	-	-	9,311,973	9,311,973	2,395,190
Unrestricted	8,122,994	8,754,227	14,074,089	14,063,076	18,342,889	24,750,785	30,830,036	28,607,235	21,722,304	34,117,279
Total Business-Type Activities										
Net Position	\$ 91,781,214	\$ 98,693,422	\$ 121,067,374	\$ 126,835,347	\$ 142,191,784	\$ 155,097,762	\$ 186,128,450	\$ 211,134,713	\$ 225,533,370	\$ 252,199,539
Primary Government										
Net investment in										
capital assets	\$ 158,256,666	\$ 160,347,239	\$ 190,585,917	\$ 197,345,524	\$ 223,665,022	\$ 240,541,175	\$ 264,403,543	\$ 289,803,716	\$ 334,868,462	\$ 377,656,776
Restricted	95,687	5,814,571	2,787,320					9,311,973	9,311,973	5,176,000
Unrestricted	23,443,384	25,824,628	30,566,807	31,989,284	26,427,100	28,214,939	50,028,955	59,369,121	54,432,257	65,677,333
Total Primary Government										
Net Position	\$ 181,795,737	\$ 191,986,438	\$ 223,940,044	\$ 229,334,808	\$ 250,092,122	\$ 268,756,114	\$ 314,432,498	\$ 358,484,810	\$ 398,612,692	\$ 448,510,109

Note: Table represents data available since implementation of GASB Statement 44, and will increase to ten years over time

Schedule 2
CITY OF SARATOGA SPRINGS, UTAH
CHANGES IN NET POSITION
Last Ten Fiscal Years
(accrual basis of accounting)

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Expenses										
Governmental Activities:										
General Government	\$ 2,171,825	\$ 2,096,762	\$ 2,462,795	\$ 2,740,131	\$ 2,454,741	\$ 2,787,352	\$ 3,493,773	\$ 3,287,711	\$ 3,406,761	\$ 3,939,098
Public Safety	5,018,488	5,240,399	6,012,919	6,654,993	7,398,839	8,379,318	9,167,799	10,352,752	11,853,314	12,188,986
Highways and Public Improvements	2,666,666	5,384,522	5,966,661	5,850,964	6,463,171	5,829,164	6,556,569	8,221,400	6,995,902	7,090,891
Parks and Recreation	2,635,964	2,701,630	2,023,421	3,532,875	3,351,597	4,156,484	4,618,654	6,584,555	7,089,330	8,973,034
Community Development								238,844	696,886	729,650
Interest on Long-Term Debt	142,332	137,882	133,171	392,392	726,526	571,051	429,622	358,760	346,684	331,385
Total Governmental Activities	12,635,275	15,561,195	16,598,967	19,171,355	20,394,874	21,723,369	24,266,417	29,044,022	30,388,877	33,253,044
Business-Type Activities:										
Water Utility	5,001,698	5,477,856	6,353,950	7,828,265	8,902,476	9,484,321	10,080,829	10,518,219	22,184,280	16,315,045
Sewer Utility	3,005,658	3,244,648	4,203,587	3,541,052	4,989,823	4,888,210	5,303,150	5,831,784	6,304,872	7,273,841
Garbage Utility	1,028,024	1,080,662	1,059,777	1,171,046	1,557,791	1,518,045	1,746,278	2,090,946	2,014,465	2,582,392
Storm Drain Utility	880,773	908,198	901,351	954,935	1,303,165	1,324,079	1,581,290	2,498,172	2,042,977	3,054,484
Street Lighting						477,347	323,199	431,539	493,929	500,436
Total Business-Type Activities	9,916,153	10,711,364	12,518,665	13,495,298	16,753,255	17,692,002	19,034,746	21,370,660	33,040,523	29,726,198
Total Primary Government Expenses	\$ 22,551,428	\$ 26,272,559	\$ 29,117,632	\$ 32,666,653	\$ 37,148,129	\$ 39,415,371	\$ 43,301,163	\$ 50,414,682	\$ 63,429,400	\$ 62,979,242
Revenues										
Governmental Activities:										
Charges for Services										
General Government	\$ 2,778,204	\$ 3,379,235	\$ 4,985,982	\$ 257,321	\$ 254,635	\$ 223,274	\$ 253,021	\$ 301,230	\$ 312,340	\$ 733,059
Public Safety	\$ 1,101,415	\$ 1,214,388	\$ 1,372,884	\$ 5,175,558	\$ 6,008,513	\$ 6,743,052	\$ 9,850,079	\$ 12,662,170	\$ 12,416,938	\$ 9,691,535
Highways & Public Improvements	\$ 1,105,971	\$ 1,541,709	\$ 1,641,262	\$ 285,091	\$ 346,534	\$ 196,987	\$ 223,305	\$ 213,640	\$ 53,123	\$ 49,747
Parks & Recreation	\$ 652,831	\$ 2,519,097	\$ 2,555,462	\$ 415,750	\$ 450,249	\$ 531,525	\$ 493,681	\$ 813,532	\$ 949,677	\$ 1,090,207
Operating Grants and Contributions	123,870	764,283	239,028	242,108	98,790	114,655	184,054	370,525	923,577	987,807
Capital Grants and Contributions	2,502,760	1,545,870	10,796,710	6,756,688	10,431,394	9,393,472	16,142,169	20,172,435	24,548,249	22,468,685
Total Governmental Activities	8,265,051	10,964,582	21,591,328	13,132,516	17,590,115	17,202,965	27,146,309	34,533,532	39,203,904	35,021,040
Business-Type Activities										
Charges for Services										
Water Utility	5,976,789	6,512,923	10,473,751	7,934,650	9,707,208	9,112,844	9,084,610	10,630,176	10,291,844	11,562,202
Sewer Utility	2,720,120	3,047,088	4,675,210	4,255,070	5,342,114	5,252,833	5,091,969	5,639,087	6,123,334	6,955,895
Garbage Utility	893,984	641,802	961,029	1,203,403	1,488,613	1,362,947	1,512,900	1,716,697	2,166,862	2,720,827
Storm Drain Utility	579,827	913,322	958,500	755,522	1,335,382	1,216,128	975,497	1,033,431	1,180,070	1,496,588
Street Lighting						360,270	404,398	430,613	510,806	645,209
Capital Grants and Contributions	3,070,714	6,587,528	17,769,209	5,152,013	13,322,518	14,445,356	32,641,062	28,380,741	25,524,868	33,011,646
Total Business-Type Activities	13,241,434	17,702,663	34,837,699	19,300,658	31,195,835	31,750,378	49,710,436	47,830,745	45,797,784	56,392,367
Total Primary Government Revenues	\$ 21,506,485	\$ 28,667,245	\$ 56,429,027	\$ 32,433,174	\$ 48,785,950	\$ 48,953,343	\$ 76,856,745	\$ 82,364,277	\$ 85,001,688	\$ 91,413,407

Schedule 2, Continued	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Net (Expense)/Revenue										
Governmental Activities	\$ (4,370,224)	\$ (4,596,613)	\$ 4,992,361	\$ (6,038,839)	\$ (2,804,759)	\$ (4,520,403)	\$ 2,879,892	\$ 5,489,510	\$ 8,815,027	\$ 1,767,996
Business-Type Activities	3,325,281	6,991,299	22,319,034	5,805,360	14,442,580	14,058,376	30,675,690	26,460,085	12,757,261	26,666,169
Total Primary Government Net Expense	\$ (1,044,943)	\$ 2,394,686	\$ 27,311,395	\$ (233,479)	\$ 11,637,821	\$ 9,537,973	\$ 33,555,582	\$ 31,949,595	\$ 21,572,288	\$ 28,434,165
Expenses										
General Revenues and Other Changes in Net Assets										
Governmental Activities:										
Taxes										
Property Taxes	2,686,612	2,844,496	2,969,689	2,849,626	3,154,305	3,555,528	4,277,816	4,329,318	4,923,713	5,394,820
Sales and Use Taxes	2,653,278	2,939,653	3,215,928	3,639,272	4,146,681	4,708,384	5,954,505	7,306,384	9,457,461	11,070,081
Franchise Fees	221,085	207,142	212,144	227,184	223,363	205,177	190,220	164,979	170,266	185,550
Energy Taxes	870,992	877,695	953,656	1,003,254	1,067,046	1,097,410	1,187,128	1,998,451	2,430,027	3,031,148
Interest Earnings	74,332	89,800	137,752	107,325	528,098	663,435	511,135	244,031	(92,500)	2,042,993
Gain on Sale of Capital Assets		15,799	8,043	183,719				127,240	25,231	(261,340)
Transfers	-	-	37,387	-	(913,857)	48,483	(355,000)	(613,864)	-	-
Total Governmental Activities	6,506,299	6,974,585	7,534,599	8,010,380	8,205,636	10,278,417	11,765,804	13,556,539	16,914,198	21,463,252
Business-Type Activities:										
Interest Earnings	56,267	109,205	92,225	463,620	-	-	-	-	-	-
Gain on Sale of Capital Assets	-	-	-	-	-	-	-	-	1,414,719	-
Transfers	-	-	(37,387)	-	913,857	(48,483)	355,000	613,864	-	-
Total Business-Type Activities	56,267	109,205	54,838	463,620	913,857	(48,483)	355,000	613,864	1,414,719	-
Total Primary Government General Revenue	6,562,566	7,083,790	7,589,437	8,474,000	9,119,493	10,229,934	12,120,804	14,170,403	18,328,917	21,463,252
Change in Net Position										
Governmental Activities	\$ 2,136,075	\$ 2,377,972	\$ 12,579,654	\$ 2,023,294	\$ 5,400,877	\$ 5,758,014	\$ 14,645,696	\$ 19,046,049	\$ 25,729,225	\$ 23,231,248
Business-Type Activities	3,381,548	7,100,504	22,373,953	5,767,973	15,356,437	14,009,893	31,030,690	27,073,949	14,171,980	26,666,169
Total Primary Government	\$ 5,517,623	\$ 9,478,476	\$ 34,953,607	\$ 7,791,267	\$ 20,757,314	\$ 19,767,907	\$ 45,676,386	\$ 46,119,998	\$ 39,901,205	\$ 49,897,417

Note: Table represents data available since implementation of GASB Statement 44, and will increase to ten years over time

Schedule 3
CITY OF SARATOGA SPRINGS, UTAH
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
General Fund										
Unassigned	2,068,425	2,989,076	2,768,845	3,662,232	4,588,582	6,098,269	9,301,808	9,300,623	9,743,721	12,423,269
All other governmental funds										
Nonspendable - prepaid expenses	737				120,000					
Restricted										
Capital project funds										
General fund	95,687									
Committed										
Capital project funds	11,783,336	13,435,477	12,492,157	25,395,322	15,497,215	9,990,176	11,433,513	22,491,870	22,269,277	18,511,617
Assigned										
Debt Service				5,926,731	2,681,248	1,610,508		71,156	134,270	
Community Development										164,620
Street lighting				431,449						
Total all other governmental Funds	\$ 11,879,760	\$ 13,435,477	\$ 12,492,157	\$ 31,753,502	\$ 18,298,463	\$ 11,600,684	\$ 11,433,513	\$ 22,563,026	\$ 22,403,547	\$ 18,676,237

Note: Table represents data available since implementation of GASB Statement 44, and will increase to ten years over time
(1) Difference from prior year is revenues exceeded expenditures to increase unassigned fund balance and in the Committed capital projects fund we bonded for funds for parks projects.

DRAFT

Schedule 4

CITY OF SARATOGA SPRINGS, UTAH
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS

Last Ten Fiscal Years

(modified accrual basis of accounting)

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Revenues											
Taxes	\$ 5,988,153	\$ 6,320,529	\$ 6,692,613	\$ 7,141,996	\$ 7,719,336	\$ 8,591,396	\$ 9,566,499	\$ 11,439,153	\$ 13,835,661	\$ 17,022,852	\$ 19,621,204
Licenses and Permits	648,974	583,374	749,910	1,231,004	1,267,524	1,440,007	1,360,909	1,893,642	3,269,807	3,499,165	1,898,591
Intergovernmental	844,483	2,626,630	2,310,153	1,114,882	1,463,080	1,255,756	1,552,581	3,258,249	3,434,009	6,247,339	7,471,090
Fees/Charges for Services	6,545,780	4,975,201	7,429,506	8,699,519	4,787,332	5,593,339	5,978,648	9,642,354	8,454,174	9,691,899	7,450,583
Fines & Forfeitures			427,554	514,587	480,309	456,796	505,381	435,075	384,368	449,703	518,833
Developer Contributions						-	-	-	-	-	-
Interest Earnings	89,897	74,332	89,800	190,746	289,201	528,099	663,435	511,135	244,031	(92,500)	2,042,992
Impact Fees					2,912,619	3,360,807	2,676,903	4,119,847	6,409,858	5,389,584	3,705,108
Other	81,909	79,846	47,459	110,180	101,372	346,534	30,845	76,265	257,096	91,311	783,780
Total Revenues	\$ 14,199,196	\$ 14,659,912	\$ 17,746,995	\$ 19,002,914	\$ 19,020,773	\$ 21,572,734	\$ 22,335,201	\$ 31,375,720	\$ 36,289,004	\$ 42,299,353	\$ 43,492,181
Expenditures											
General Government	2,294,465	2,118,559	2,266,424	2,345,329	2,462,576	2,287,597	2,541,928	3,358,672	3,211,765	4,080,965	3,990,399
Public Safety	5,392,426	5,295,083	5,724,366	6,276,346	6,554,146	8,113,915	11,958,418	12,175,918	10,072,574	11,908,916	12,584,985
Highways and Public Improvements	2,521,683	1,589,359	2,003,657	4,959,389	1,442,102	4,310,738	1,720,616	2,336,804	3,402,068	10,159,834	13,813,778
Parks and Recreation	953,329	1,379,264	2,777,486	3,961,206	2,501,142	8,842,946	6,654,564	3,078,358	4,830,473	12,065,143	8,145,857
Community Development									238,844	696,886	729,650
Capital Expenditures		4,135,524	2,339,204	2,319,328	1,310,587	4,916,714	12,198,330	1,523,760	2,827,328	1,906,676	2,655,020
Debt Service:											
Principal Retirement					165,000	922,000	1,012,000	4,986,000	841,429	855,024	879,900
Interest & Fiscal Charges					241,318	767,873	593,838	532,650	367,065	371,360	345,310
Capital Lease Payments	533,463	129,099	155,000	160,000				-	-	-	-
Developer Reimbursement							1,066,279	-	-	-	-
Bond Issuance Costs and Trustee Fees	291,800	292,332	137,882	133,171	197,504			-	-	-	-
Total Expenditures	\$ 11,987,166	\$ 14,939,220	\$ 15,404,019	\$ 20,154,769	\$ 14,874,375	\$ 30,161,783	\$ 37,745,973	\$ 27,992,162	\$ 25,791,546	\$ 42,044,804	\$ 43,144,899
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ 2,212,030	\$ (279,308)	\$ 2,342,976	\$ (1,151,855)	\$ 4,146,398	\$ (8,589,049)	\$ (15,410,772)	\$ 3,383,558	\$ 10,497,458	\$ 254,549	\$ 347,282
Other Financing Sources (Uses)											
Proceeds From Obligations Under Capital Leases		211,322	120,119	8,043			11,978	-	1,066,916	-	-
Developer Reimbursement						(3,545,575)		-	-	-	-
Bond Proceeds			15,799		15,399,427			-	-	-	-
Bond Premium								-	-	-	-
Proceeds From Sales of Capital Assets	51,352				183,719			7,810	177,818	29,070	-
Transfers In	2,428,616	2,231,485	1,344,074	3,621,247	2,372,046	2,450,242	3,040,448	4,837,753	10,551,200	10,473,176	7,398,000
Transfers Out	(2,428,616)	(2,231,485)	(1,344,074)	(3,583,860)	(2,334,659)	(2,844,307)	(2,991,965)	(5,192,753)	(11,165,064)	(10,473,176)	(7,398,000)
Total Other Financing Sources (Uses)	\$ 51,352	\$ 211,322	\$ 135,918	\$ 45,430	\$ 15,620,533	\$ (3,939,640)	\$ 60,461	\$ (347,190)	\$ 630,870	\$ 29,070	\$ -
Net Change in Fund Balances	\$ 2,263,382	\$ (67,986)	\$ 2,478,894	\$ (1,106,425)	\$ 19,766,931	\$ (12,528,689)	\$ (15,350,311)	\$ 3,036,368	\$ 11,128,328	\$ 283,619	\$ 347,282
Ratio of Total Debt Service Expenditures to total non capital expenditures	7.4%	4.1%	2.3%	1.7%	4.7%	7.2%	11.7%	26.3%	5.4%	4.9%	4.7%

Note: Table represents data available since implementation of GASB Statement 44, and will increase to ten years over time

Schedule 5
CITY OF SARATOGA SPRINGS, UTAH
Governmental Activities Tax Revenues by Source
Last TEN Fiscal Years
(modified accrual basis of accounting)

Fiscal Year	Property Tax	Sales and Use Tax	Franchise Fees	Energy Taxes	Total
2014	2,686,612	2,653,278	221,085	870,992	6,431,967
2015	2,844,496	2,939,652	207,142	877,695	6,868,985
2016	2,668,123	2,939,653	212,143	953,656	6,773,575
2017	2,649,626	3,639,272	227,184	1,003,254	7,519,336
2018	2,643,303	4,146,681	223,362	1,019,126	8,034,490
2019	3,555,528	4,708,384	205,177	1,097,410	9,566,499
2020	3,632,061	5,498,198	190,220	1,595,598	10,916,077
2021	3,699,663	6,520,646	157,999	1,978,840	12,357,147
2022	4,382,201	8,428,562	163,008	2,316,564	15,290,336
2023	5,334,425	11,070,081	185,550	3,031,148	19,621,204

Note: Table represents data available since implementation of GASB Statement 44, and will increase to ten years over time

DRAFT

Schedule 6

CITY OF SARATOGA SPRINGS, UTAH

Assessed Value of Taxable Property Excluding Fee-In-Lieu

Last Ten Calendar Years

(modified accrual basis of accounting)

Calendar Year	Residential Property	Commerical Property	Miscellaneous Property	Total Assessed Value	Total Taxable Assessed Value
2013	625,910,515	90,163,478	115,855,901	831,929,894	818,244,896
2014	826,502,262	111,913,600	122,397,289	1,060,813,151	969,656,009
2015	842,160,029	91,446,400	139,318,209	1,072,924,638	1,065,166,371
2016	999,046,165	97,612,900	161,893,154	1,258,552,219	1,206,364,927
2017	1,181,544,415	121,605,600	213,810,120	1,516,960,135	1,502,170,172
2018	1,367,830,802	149,607,200	259,689,568	1,747,776,365	1,800,541,461
2019	1,635,832,232	189,540,592	320,784,687	2,146,157,511	2,206,687,827
2020	1,913,958,653	232,681,750	487,048,285	2,633,688,688	2,702,426,064
2021	2,290,014,340	266,266,648	553,782,411	3,110,063,399	3,188,222,249
2022	3,492,499,921	345,537,536	827,074,193	4,665,111,650	4,749,098,723

Source: Utah State Tax Commission and Utah County Treasurer

Schedule 7
CITY OF SARATOGA SPRINGS, UTAH
Assessed Value of Taxable Property Including Fee-In-Lieu
Last Ten Calendar Years
(modified accrual basis of accounting)

Calendar Year	Residential Property	Commerical Property	Miscellaneous Property	Fee-In-Lieu Value	Total Assessed Value
2013	625,910,515	90,163,478	115,855,901	15,136,367	847,066,261
2014	826,505,262	111,913,600	131,237,187	15,728,392	969,656,099
2015	892,160,029	91,446,400	139,318,209	15,640,297	1,155,908,456
2016	999,046,165	97,612,900	161,893,154	16,309,114	1,296,364,927
2017	1,181,544,415	121,605,600	213,810,120	18,375,999	1,535,336,134
2018	1,367,830,802	149,607,200	259,689,568	20,093,297	1,820,634,758
2019	1,635,832,232	189,540,592	320,784,687	20,895,397	2,227,583,224
2020	1,913,958,653	232,681,750	487,048,285	20,550,078	2,722,976,142
2021	2,290,014,340	266,266,648	553,782,411	22,412,331	3,210,634,580
2022	3,492,499,921	345,537,536	827,074,193	5,977,984	4,771,463,631

Source: Utah State Tax Commission

DRAFT

Schedule 8
CITY OF SARATOGA SPRINGS, UTAH
TAXABLE SALES BY CATEGORY
Last Five Calendar Years

	Calendar Year				
	2018	2019	2020	2021	2022
Retail Trade	\$ 194,756,492	\$ 232,941,810	\$ 352,616,468	\$ 496,217,688	\$ 595,109,624
Accommodation and Food Services	70,000	38,875,044	46,183,192	55,428,651	70,143,244
Utilities	16,500	16,750	19,250,000	22,250,000	27,750,000
Information	9,420,083	10,513,027	12,642,585	16,652,509	19,509,162
Wholesale Trade	6,273,824	7,264,164	14,083,186	24,557,855	27,185,729
Motor Vehicle Sales Tax	11,000,000	12,000,000	15,500,000	23,500,000	23,250,000
Other Services (except Public Administration)	8,309,872	10,139,654	10,992,444	13,567,580	18,187,702
Miscellaneous	10,119,962	15,998,428	17,690,778	21,230,758	40,471,954
All others	20,697,314	18,462,494	30,717,275	37,255,646	44,064,547
Total	\$ 260,664,047	\$ 346,211,371	\$ 519,675,928	\$ 710,660,687	\$ 865,671,962
City direct sales tax rate	2.20%	2.20%	2.20%	2.20%	2.20%

Source: Utah State Tax Commission website: Wasatch Front Zip Code Taxable Sales by Major Industry

Note: Table represents data available since implementation of GASB Statement 44, and will increase to ten years over time

Schedule 9
CITY OF SARATOGA SPRINGS, UTAH
Direct and Overlapping Property Tax Rates
Last Ten Calendar Years
(rate per \$1,000 of assessed value)

Calendar Year	City Direct Rate	Overlapping Rates					Total Levy for Saratoga Springs Residents
		Utah County Levy	Local Assessment Levy	State Assessment/Collecting	Cent Ut Levy	Alpine School District	
2014	0.002233	0.000916	0.000220	0.000013	0.000422	0.008096	0.011900
2015	0.002083	0.000870	0.000216	0.000012	0.000405	0.008177	0.011763
2016	0.001994	0.000834	0.000025	0.000190	0.000400	0.007718	0.011161
2017	0.001822	0.000779	0.000180	0.000010	0.000400	0.007167	0.010358
2018	0.001731	0.000732	0.000170	0.000009	0.000400	0.007033	0.010075
2019	0.001570	0.000672	0.000158	0.000009	0.000400	0.006699	0.009508
2020	0.001446	0.001041	0.000149	0.000012	0.000400	0.006800	0.009848
2021	0.001359	0.000853	0.000142	0.000012	0.000400	0.006904	0.009670
2022	0.001028	0.000661	0.000111	0.000015	0.000400	0.005724	0.007939
2023	0.001043	0.000656	0.000110	0.000015	0.000400	0.005518	0.007742

Source: Utah County Assessors Office

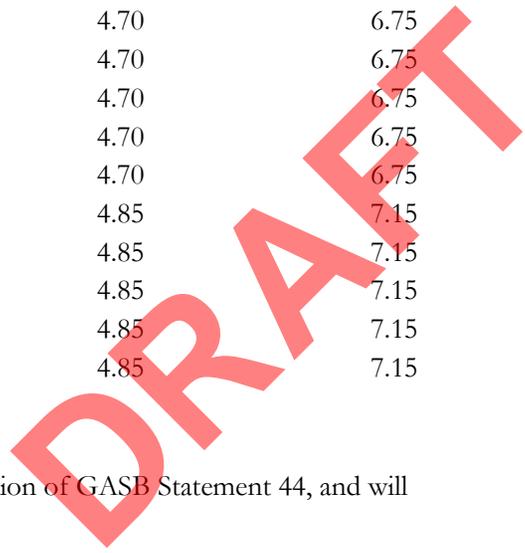
Note: Table represents data available since implementation of GASB Statement 44

Schedule 10
CITY OF SARATOGA SPRINGS, UTAH
Direct and Overlapping Sales Tax Rate
Last Ten Fiscal Years

Fiscal Year	City Direct Rate	Utah County	State of Utah	Total
2014	1.80	0.25	4.70	6.75
2015	1.80	0.25	4.70	6.75
2016	1.80	0.25	4.70	6.75
2017	1.80	0.25	4.70	6.75
2018	1.80	0.25	4.70	6.75
2019	2.05	0.25	4.85	7.15
2020	2.05	0.25	4.85	7.15
2021	2.05	0.25	4.85	7.15
2022	2.05	0.25	4.85	7.15
2023	2.05	0.25	4.85	7.15

Source: Utah State Tax Commission

Note: Table represents data available since implementation of GASB Statement 44, and will increase to ten years over time



Schedule 11
CITY OF SARATOGA SPRINGS, UTAH
City Tax Revenue Collected by Utah County
Last Ten Calendar Years

Tax Year End 12/31	Total Taxes Levied	Treasurer's Relief (1)	Net Taxes Assessed	Current Collections	Delinquent, Personal Property, and Misc. Collections (2)	Total Collections	% of Current Collections to Net Taxes Assessed	% of Total Collections to Net Taxes Assessed (3)
2013	2,300,968	151,612	2,149,356	2,149,356	226,980	2,376,336	100.00%	110.56%
2014	2,888,902	156,192	2,732,710	2,132,709	193,021	2,325,730	78.04%	85.11%
2015	2,409,970	111,248	2,298,722	2,292,722	142,890	2,435,612	99.74%	105.96%
2016	2,586,315	162,703	2,423,612	2,423,612	103,163	2,526,775	100.00%	104.26%
2017	2,840,276	196,973	2,643,303	2,643,303	490,547	3,133,850	100.00%	118.56%
2018	3,118,867	231,874	2,886,993	2,886,993	642,906	3,529,900	100.00%	122.27%
2019	3,468,549	204,623	3,263,926	3,263,926	824,771	4,088,696	100.00%	125.27%
2020	3,911,332	331,893	3,579,440	3,579,440	694,665	4,274,104	100.00%	119.41%
2021	4,336,148	278,207	4,057,941	4,057,941	930,350	4,988,291	100.00%	122.93%
2022	4,895,894	317,550	4,578,343	4,578,343	819,241	5,397,584	100.00%	117.89%

Source: Utah County Treasurer

Note: Table represents data available since implementation of GASB Statement 44, and will increase to ten years over time

- (1) "Treasurer's Relief" includes abatements. These "Treasurer's Relief" items are levied against the property, but are never collected and paid to the City.
- (2) "Delinquent, Personal Property, and Miscellaneous Collections" include interest, sales of real and personal property, and miscellaneous delinquent collections.
- (3) Due to collections of Delinquent, Personal Property, Miscellaneous, and interest from prior years, collections may exceed 100%.

Schedule 12
CITY OF SARATOGA SPRINGS, UTAH
Outstanding Debt by Type
Last Ten Fiscal Years

Fiscal Year	Governmental Activities			Business-Type Activities					Total Primary Government	Percentage of Personal Income (1)	Per Capita (1)	
	Sales Tax Revenue Bonds	Special Assessment Bonds	Capital Leases	Water Interim Warrant Certificate	Water Revenue Bonds	Sewer Revenue Bonds	Special Assessment Bonds	Culinary Water System Contract Payable				Capital Leases
2013	3,835,270		349,923		4,634,000		2,898,500	13,946,960	17,267	25,681,920	4.58%	1,212
2014	3,565,000		376,227 (12)		4,340,000		2,110,000	13,334,960	6,325	23,732,512	5.20%	1,193
2015	3,410,000		373,755		9,995,000 (13)		1,957,000	12,658,960	4,612	28,399,327	5.77%	1,166
2016	3,250,000		219,583		9,575,000		1,837,000	11,526,540	2,983	26,411,106	5.12%	1,180
2017	12,865,000 (15)	5,300,000 (14)	108,543		18,855,000 (14)		1,515,000	10,365,660	1,120	49,010,323	7.42%	2,085
2018	12,365,000	4,878,000	17,360		18,265,000	10,069,929 (16)	1,375,000	8,779,750	-	55,750,039	7.97%	2,359
2019	12,088,794	4,416,000	-		17,948,888	9,894,670	1,264,000	7,723,750	-	53,336,102	7.62%	2,256
2020	11,503,583	-	-		17,092,181	9,693,822	1,002,000	5,858,770	-	45,150,356	6.13%	1,923
2021	10,898,372	0	815,488		16,220,482	9,194,152	731,000	5,330,955	-	43,190,449	5.13%	1,709
2022	10,273,161		570,464		15,328,783	8,773,893	545,000	3,055,333	-	38,546,634	4.20%	1,423
2023	9,627,950		320,564		14,412,078	8,338,632	475,000	2,099,083	-	35,273,307	3.27%	1,292

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

- (1) See Schedule 16 for personal income and population data. These ratios are calculated using personal income and population for the prior calendar year.
- (2) The City issued Water Revenue Bonds Series 2004 for \$2,244,000 in fiscal year 2004.
- (3) The City entered into a capital lease agreement for office building for \$1,343,410 in fiscal year 2005.
- (4) The City issued Water Revenue Bonds Series 2006 for \$3,500,000 in fiscal year 2006, but had drawn only \$600,000 by June 30, 2006.
- (5) The City entered into a contract to pay \$21,000,000 for the purchase of an existing water system. There is no interest on the debt.
Principal payments are made for each new culinary water connection sold by the City.
- (6) The City entered into capital lease agreements for a dump truck, a street sweeper, an ambulance, and police vehicles for \$625,000 in fiscal year 2007.
- (7) The City issued an Interim Warrant Certificate for \$6,000,000 in fiscal year 2007, but had drawn only \$2,675,534 as of June 30, 2007.
- (8) The City drew the remaining \$2,900,000 of the Water Revenue Bonds Series 2006.
- (9) The City issued Special Assessment Bonds Series 2009 for \$4,669,539 and retired the Interim Warrant Certificate in fiscal year 2010.
- (10) The City issued Sales Tax Revenue Bonds Series 2011 for \$4,000,000 and retired the lease on the office building in fiscal year 2011.
- (11) The City issued Special Assessment Bonds Series 2012 for \$3,114,374 and retired the Special Assessment Bonds Series 2009 in fiscal year 2012.
- (12) The City Entered into capital lease agreements for police vehicles for \$211,322 in fiscal year 2014.
- (13) The City entered into capital lease agreements for police vehicles for \$120,000 and issued water revenue bond \$9,995,000 retirin all issues of water bonds, in fiscal year 2015.
- (14) The City issued Water Revenue Bonds for \$9,710,000 and Special Assessment Bonds for \$5,300,000 in 2016
- (15) The City issued Sales Tax Revenue Bonds for \$9,780,000 in 2017
- (16) The City issued Sewer Revenue Bonds for \$9,970,000 in 2018

Schedule 13
City of Saratoga Springs
Legal Debt Margin Information
Last Ten Calendar Years

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Debt limit	\$ 40,873,471	\$ 46,402,900	\$ 46,192,426	\$ 60,067,207	\$ 63,029,814	\$ 72,021,658	\$ 88,267,513	\$ 108,097,043	\$ 127,528,890	\$ 189,963,949
Total net debt applicable to limit	-	-	-	-	-	-	-	-	-	-
Legal debt margin	\$ 40,873,471	\$ 46,402,900	\$ 46,192,426	\$ 60,067,207	\$ 63,029,814	\$ 72,021,658	\$ 88,267,513	\$ 108,097,043	\$ 127,528,890	\$ 189,963,949
Total net debt applicable to the limit as a percentage of debt limit	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Source: Utah County Treasurer

Notes: Under Utah State Law, the City of Saratoga Springs' outstanding debt should not exceed 4 percent of total assessed property value.
The general obligation debt subject to the limitation may be offset by resources set aside for the repayment of the principal that are externally restricted.

DRAFT

Schedule 14
 CITY OF SARATOGA SPRINGS, UTAH
 Direct and Overlapping Governmental Activities Debt
 As of June 30 2023

Government Unit	Debt Outstanding	Estimated %	Estimated Share of Overlapping Debt
Alpine School District	\$ 621,114,667	5%	\$ 31,055,733
CUWCD	655,512,196	3%	19,665,366
Subtotal, Overlapping debt	1,276,626,863	8%	50,721,099
 Saratoga Springs Direct Debt	 9,627,950		 9,627,950
Total Direct and overlapping debt	\$ 1,286,254,813		\$ 60,349,049

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of Saratoga Springs. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government. (1) Includes only long-term general obligation debt being repaid through general property taxes. (2)The percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by dividing the City's taxable assessed value by each overlapping unit's total taxable assessed value. Central Utah Water Conservancy District's (CUWCD) outstanding general obligation bonds are limited ad valorem tax bonds. By law CUWCD may levy a tax rate of up to .000400 to pay for operation and maintenance expenses and any outstanding ad valorem tax bonds. CUWCD is located in multiple counties. Overlapping debt is based solely on the portion of value within City boundaries. Source: Utah State Auditor, Utah State Tax Commission

Schedule 15
City of Saratoga Springs
Pledged-Revenue Coverage
Last Ten Fiscal Years

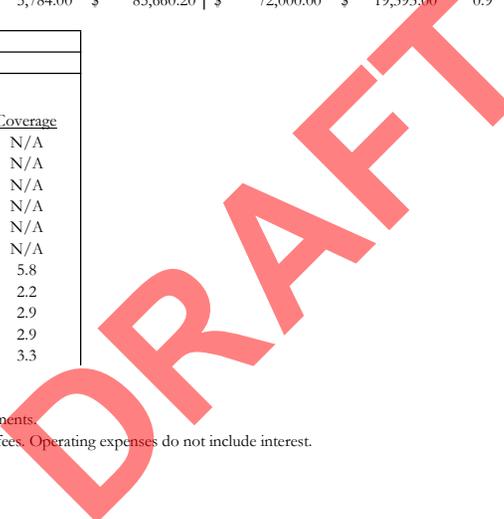
2011 Sales Tax Bond & 2017 Sales Tax Bond				2012 Special Assessment Bond						2014 Water Revenue Bond & 2016 Water Revenue Bond								
Debt Service				Debt Service						Debt Service								
Sales Tax Revenues	Principal		Interest	Coverage	SID Fees	Operating		Net Available	Principal	Interest	Coverage	Water Revenues	Operating		Net Available	Principal	Interest	Coverage
						Expenses	Revenue						Expenses	Revenue				
2013	\$ 2,360,543.79	\$ 145,000	\$ 144,300	8.2	\$ 713,047.12	\$ 35,682.99	\$ 677,364.13	\$ 157,374.34	\$ 23,357.81	3.7		N/A	N/A	N/A		N/A	N/A	N/A
2014	\$ 2,653,278.10	\$ 150,000	\$ 139,950	9.2	\$ 339,994.97	\$ 36,320.56	\$ 303,674.41	\$ 159,000.00	\$ 25,134.50	1.6	\$ 4,084,565	\$ 1,782,803.17	\$ 2,301,762.10		\$ 420,000	\$ 158,291	18.4	
2015	\$ 2,939,652.89	\$ 155,000	\$ 135,450	10.1	\$ 248,540.78	\$ 10,310.00	\$ 238,230.78	\$ 160,000.00	\$ 28,819.40	1.3	\$ 4,874,198	\$ 1,960,760.27	\$ 2,913,437.67	\$ -	\$ 158,291	18.4		
2016	\$ 3,215,928.54	\$ 160,000	\$ 130,800	11.1	\$ 297,185.17	\$ 13,828.00	\$ 283,357.17	\$ 162,000.00	\$ 35,613.00	1.4	\$ 6,778,818	\$ 2,470,413.59	\$ 4,308,404.68	\$ 420,000	\$ 272,425	6.2		
2017	\$ 3,639,272.01	\$ 165,000	\$ 126,000	12.5	\$ 372,019.65	\$ 9,098.00	\$ 362,921.65	\$ 164,000.00	\$ 37,387.60	1.8	\$ 6,234,326	\$ 2,649,500.57	\$ 3,584,825.20	\$ 430,000	\$ 263,925	5.2		
2018	\$ 4,146,681.00	\$ 500,000	\$ 463,058	4.3	\$ 166,047.31	\$ 1,750.00	\$ 164,297.31	\$ 140,000.00	\$ 47,646.64	0.9	\$ 7,593,872	\$ 4,333,689.00	\$ 3,260,183.00	\$ 590,000	\$ 572,474	2.8		
2019	\$ 4,708,384.00	\$ 570,000	\$ 391,826	4.9	\$ 310,206.94	\$ 11,560.00	\$ 298,646.94	\$ 114,000.00	\$ 45,718.00	1.9	\$ 8,752,694	\$ 5,544,595.34	\$ 3,208,098.93	\$ 835,000	\$ 548,726	2.3		
2020	\$ 5,954,505.00	\$ 590,000	\$ 576,588	5.1	\$ 198,631.65	\$ 9,126.46	\$ 189,505.19	\$ 98,000.00	\$ 36,639.00	1.4	\$ 6,650,177	\$ 5,623,941.50	\$ 1,026,235.66	\$ 850,000	\$ 534,976	0.7		
2021	\$ 7,306,384.00	\$ 610,000	\$ 353,276	7.6	\$ 260,391.15	\$ 7,512.00	\$ 252,879.15	\$ 81,000.00	\$ 34,287.00	2.2	\$ 7,702,975	\$ 5,401,350.00	\$ 2,301,625.00	\$ 870,000	\$ 513,901	1.7		
2022	\$ 9,457,461.00	\$ 630,000	\$ 334,476	9.8	\$ 200,615.53	\$ 2,928.00	\$ 197,687.53	\$ 70,000.00	\$ 21,423.00	2.2	\$ 7,864,248	\$ 6,084,584.85	\$ 1,779,663.15	\$ 895,000	\$ 489,324	1.3		
2023	\$ 11,070,081.00	\$ 645,000	\$ 315,064	11.5	\$ 91,444.20	\$ 5,784.00	\$ 85,660.20	\$ 72,000.00	\$ 19,393.00	0.9	\$ 9,223,718	\$ 6,266,299.70	\$ 2,957,418.44	\$ 920,000	\$ 460,425	2.1		

2018 Sewer Revenue Bonds						
Debt Service						
Sewer Revenues	Operating		Net Available	Principal	Interest	Coverage
	Expenses	Revenue				
2013	N/A	N/A	N/A	N/A	N/A	N/A
2014	N/A	N/A	N/A	N/A	N/A	N/A
2015	N/A	N/A	N/A	N/A	N/A	N/A
2016	N/A	N/A	N/A	N/A	N/A	N/A
2017	N/A	N/A	N/A	N/A	N/A	N/A
2018	\$ 4,741,279	\$ 1,568,774	\$ 3,172,505	N/A	N/A	N/A
2019	\$ 6,903,388	\$ 3,453,713	\$ 3,449,675	\$ 285,000	\$ 312,114	5.8
2020	\$ 5,026,521	\$ 3,469,080	\$ 1,557,441	\$ 405,000	\$ 303,562	2.2
2021	\$ 5,645,166	\$ 3,578,312	\$ 2,066,854	\$ 415,000	\$ 291,412	2.9
2022	\$ 6,182,636	\$ 4,116,074	\$ 2,066,562	\$ 430,000	\$ 278,962	2.9
2023	\$ 7,033,644	\$ 4,722,089	\$ 2,311,555	\$ 440,000	\$ 266,062	3.3

Source: City Finance Department

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

Water and Sewer Revenues includes investment earnings, charges for services, and impact fees. Operating expenses do not include interest.



Schedule 16
CITY OF SARATOGA SPRINGS, UTAH
Demographic Statistics

Census:	City of Saratoga Springs	Personal Income	Per Capita Income	Median Age	Unemployment Rate
Year					
2005	11,241	\$ 277,225,542	\$ 24,662	24.8	2.90
2006	13,039	340,213,588	26,092	25.2	2.50
2007	14,788	399,497,820	27,015	25.6	3.40
2008	16,516	419,572,464	25,404	25.9	7.30
2009	17,781	447,032,121	25,141	26.1	7.90
2010	18,299	474,366,480	25,923	22.6	6.50
2011	21,137	583,888,488	27,624	22.6	5.50
2012	23,207	532,104,777	22,929	24.2	3.60
2013	24,356	492,234,760	20,210	24.3	3.40
2014	26,652	515,863,728	20,210	24.1	3.20
2015	27,763	613,201,381	21,070	24.6	3.00
2016	28,121	660,865,127	23,501	22.1	3.90
2017	29,608	699,853,104	23,637	20.0	3.90
2018	29,608	699,853,104	23,637	19.2	3.90
2019	31,393	737,013,461	23,477	18.0	2.90
2020	33,282	841,202,550	25,275	20.3	2.70
2021	37,166	916,919,281	27,086	22.6	2.60
2022	44,164	1,080,040,040	27,297	22.0	2.90
2023	49,354	1,685,027,483	28,514	21.7	2.90

Source: U.S. Census Bureau, State of Utah

Notes: (1) Percentages for Utah County

Schedule 17
CITY OF SARATOGA SPRINGS, UTAH
PRINCIPAL EMPLOYERS
Current and 10 years ago

<u>2023</u>			<u>2013</u>		
<u>Employer</u>	<u>Employees</u>	<u>Rank</u>	<u>Employer</u>	<u>Employees</u>	<u>Rank</u>
Alpine School District	500-999	1	Walmart	350-500	1
Walmart	250-499	2	Alpine School District	250-350	2
Smith's Marketplace	250-499	2	Smith's Food & Drug	100-120	3
City of Saratoga Springs	250-499	2	City of Saratoga Springs	90-120	4
Costco Wholesale	100-249	3	Vivint/ARM Security	40-60	5
Lakeview Academy	100-249	3	Lakeview Academy	40-60	5
McDonald's	50-99	4	Little Caesars	20-40	6
Dean Fluor	50-99	4	JP Morgan Chase Bank	20-40	6
REI Steel	50-99	4	Del Taco	20-40	6
Lightlink Communications	50-99	4	Walgreens	20-40	6
Costa Vida	50-99	4			
Fat Cats	50-99	4			
Intermountain Healthcare	50-99	4			
Little Scholars Preschool	50-99	4			
Taco Bell	50-99	4			
Excile II	50-99	4			
ABC Great Beginnings	20-49	5			
Chubby's Café	20-49	5			
Vasa Fitness	20-49	5			
Café Rio	20-49	5			

DRAFT

Schedule 18
CITY OF SARATOGA SPRINGS
Full-time Equivalent City Government Employees by Function
Last Ten Fiscal Years

Function	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
General government											
Administration	7.5	8.5	8.2	10.0	7.7	7.3	9.0	8.2	9.8	11.1	12.9
Attorney	1.5	2.5	2.1	2.9	3.1	3.1	3.1	3.0	3.5	3.4	4.4
Planning	3.0	3.5	3.7	4.6	5.4	5.1	5.6	6.3	5.5	6.3	8.5
Courts	2.4	3.0	2.0	3.0	2.5	2.0	2.3	1.8	1.1	1.2	0.9
Public Safety											
Police (1)	36.0	34.5	37.9	42.0	47.0	50.9	53.9	50.4	47.8	54.5	46.7
Fire	22.5	16.0	23.3	17.5	20.0	21.3	23.0	32.8	38.1	45.9	38.7
Building inspection	4.0	5.0	5.0	8.6	8.7	8.7	10.1	9.3	9.0	9.3	10.6
Public Works											
Public Works	2.4	6.0	4.0	5.5	5.4	5.5	6.3	6.8	7.1	6.1	9.9
Engineering	7.7	6.5	5.1	5.0	4.0	4.0	4.0	4.8	3.0	3.8	3.5
Highways and streets	2.0	4.0	4.3	7.0	10.8	8.0	9.0	7.3	9.2	6.5	8.5
Water	5.0	5.5	8.0	8.8	9.4	10.0	12.9	12.1	13.1	13.9	15.1
Sewer	3.0	3.0	2.5	2.8	1.7	2.8	2.8	3.3	3.4	3.2	2.3
Parks and recreation	8.8	2.5	11.7	16.53	21.21	18.4	23.8	19.6	19.6	19.4	18.8
Other						24.13	25.6	21.3	17.1	18.5	22.0
Total	105.8	100.5	117.77	134.23	147.1	146.9	191.4	186.8	187.1	203.1	202.7

Source: City Finance Department

Notes: The City of Saratoga Springs is a growing, developing municipality.

(1) The City contracted to provide police services to the City of Bluffdale starting with the 2010-2011 fiscal year.

Schedule 19
CITY OF SARATOGA SPRINGS, UTAH
OPERATION INDICATORS BY FUNCTION
Current Year

	<u>2023</u>
Fire Protection	
Number of Full-time employees	30
Number of Part-time employees	16
Fire Calls for Service	881
Medical Calls for Service	1241
Police Protection	
Number of Officers- Saratoga Springs	34
Number of Officers- Bluffdale	16
Police calls for service- Saratoga Springs	21,266
Police calls for service- Bluffdale	11,468
Municipal Water Services	
Number of connections	14,806
Gallons billed	5,068,905
Municipal Sewer Services	
Number of connections	14,806
Municipal Refuse Services	
Number of first cans	11,681
Number of second cans	3,733
Number of recycle cans	11,550
Business Licenses	
Number of licenses issued	587
Building and Construction	
Number of building permits issued	1,478
Number of residential units- single family	508
Number of residential units- multi-family	386
Parks & Recreation	
Number of Basketball Participants	2,245
Number of Football Participants	435
Number of Soccer	4,862
Number of Baseball	2,633
Number of Fishing	30
Number of Camps/Tournaments	1,553
Number of Tennis	227
Number of Golf	-
Number of Volleyball	864
Number of Pickleball	257
Number of Track/Cross Country	203

Source: City Departments

Schedule 20
CITY OF SARATOGA SPRINGS, UTAH
CAPITAL ASSETS BY FUNCTION
Current Year

	<u>2023</u>
Streets	
Number of lane miles	318.4
Number of street lights	3,045
Fire Protection	
Number of Stations	2
Number of hydrants	2,374
Number of fire pumping vehicles	3
Police Protection	
Number of stations	1
Education	
Number of high schools	1
Number of junior high schools	2
Number of elementary schools	7
Municipal Water Facilities	
Miles of water mains	407.4
Municipal Sewer Facilities	
Miles of sewer mains	180
Parks & Recreation	
Number of parks	31
Park and open space acreage	316

DRAFT

Source: City Departments

Schedule 21
CITY OF SARATOGA SPRINGS CITY UTAH
Five Year Financial Summaries
Last Five Fiscal Years

	Fiscal Year Ended June 30				
	2019	2020	2021	2022	2023
ASSETS					
Cash and Investments	\$52,796,592	\$69,366,009	\$68,627,169	\$66,418,601	\$89,366,567
Receivables (not of allowances for uncollectables)	2,451,124	4,437,753	4,061,014	4,365,540	4,978,153
Prepaid and inventories			200		
Deferred charges					
Restricted cash and investments	7,086,454	2,862,129	20,164,677	20,994,248	3,842,342
Due from other funds					
Due from other governmental units	3,213,403	3,668,622	4,026,492	4,646,643	5,035,646
Speical Assessment Receivable	3,149,206				
Pension assets		343,220	802,980	4,875,193	901,669
Capital assets					
Land	26,373,788	27,376,707	27,376,707	32,717,269	32,766,685
Water Rights	18,498,848	21,026,348	21,945,947	23,729,353	23,729,353
Construction in progress	9,623,342	14,283,250	3,624,532	19,407,946	28,831,580
Capital assets not of accumulated depreciation					
Buildings and systems	6,265,925	14,665,356	14,686,484	15,118,144	15,118,144
Improvements other than buildings					
Machinery and equipment	8,995,345	9,820,140	11,561,798	12,740,589	13,589,571
Infrastructure	321,063,329	352,175,855	398,841,608	433,873,850	480,919,938
Accumulated Depreciation	(118,463,931)	(132,607,108)	(147,781,811)	(164,168,716)	(180,772,675)
Deferred outflows of resources					
Pension related deferred outflows	3,071,841	2,110,452	2,349,554	2,643,592	3,337,720
Total Assets and deferred Outflows	<u>\$344,125,266</u>	<u>\$389,528,733</u>	<u>\$430,287,351</u>	<u>\$477,362,252</u>	<u>\$521,644,693</u>
LIABILITIES					
Accounts Payable	\$4,659,044	\$5,084,655	\$1,950,113	\$4,250,773	\$7,664,676
Accrued interest payable	190,681	105,485	107,919	93,022	89,417
Due to other funds	525,393	609,609	1,117,477	924,452	
Deposits	8,704,959	16,316,796	16,981,729	11,434,184	12,471,556
Unearned revenue				11,969,472	9,211,167
Nonconcurrent Liability					
Net pension Liability					
Due or payable within one year	3,681,043	3,360,878	3,426,108	3,790,672	3,212,964
Due or payable after one year	54,207,564	44,613,482	41,500,582	35,687,040	35,301,599
Total Liabilities	<u>\$71,968,684</u>	<u>\$70,090,905</u>	<u>\$65,083,928</u>	<u>\$68,149,615</u>	<u>\$67,951,379</u>
Deferred inflows of resources					
Pension related deferred inflows	\$187,065	\$1,336,708	\$2,692,121	\$6,065,801	\$147,559
Property tax levied for future years	3,213,403	3,668,622	4,026,492	4,534,143	5,035,647
Total deferred inflow of resources	<u></u>	<u></u>	<u></u>	<u></u>	<u>5,183,206.00</u>
NET POSITION					
Net investment in capital assets	240,541,175	264,403,543	289,803,716	334,868,462	377,656,776
Restricted for debt service					
Restricted for capital improvements					
Restricted for roads					
Restricted for impact fees			17,313,903	17,313,903	4,274,331
Restricted for Net pension assets					901,669
Unrestricted	28,214,939	50,028,955	51,367,191	46,430,327	65,677,333
Total net position	<u>272,156,582</u>	<u>319,437,828</u>	<u>365,203,423</u>	<u>409,212,636</u>	<u>448,510,109</u>
Total liabilities, deferred inflows and net position	<u>\$344,125,266</u>	<u>\$389,528,733</u>	<u>\$430,287,351</u>	<u>\$477,362,251</u>	<u>\$521,644,694</u>

Source: Information extracted from the City's general purpose financial statements for the included years.



GILBERT & STEWART

CERTIFIED PUBLIC ACCOUNTANTS
A PROFESSIONAL CORPORATION
ESTABLISHED 1974

RANDEL A HEATON, CPA
LYNN A. GILBERT, CPA
JAMES A. GILBERT, CPA
BEN H PROBST, CPA
RONALD J. STEWART, CPA

SIDNEY S. GILBERT, CPA
JAMES E. STEWART, CPA

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Honorable Mayor and Members of the City Council
City of Saratoga Springs
Saratoga Springs, Utah

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Saratoga Springs (the City), as of and for the year ended June 30, 2023 and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated October 31, 2023.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered City of Saratoga Springs's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency* in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control which might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatements, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instance of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Gilbert & Stewart

GILBERT & STEWART, CPA PC
Provo, Utah
October 31, 2023

DRAFT



GILBERT & STEWART

CERTIFIED PUBLIC ACCOUNTANTS
A PROFESSIONAL CORPORATION
ESTABLISHED 1974

RANDEL A HEATON, CPA
LYNN A. GILBERT, CPA
JAMES A. GILBERT, CPA
BEN H PROBST, CPA
RONALD J. STEWART, CPA

SIDNEY S. GILBERT, CPA
JAMES E. STEWART, CPA

INDEPENDENT AUDITOR’S REPORT ON COMPLIANCE AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE AS REQUIRED BY THE *STATE COMPLIANCE AUDIT GUIDE*

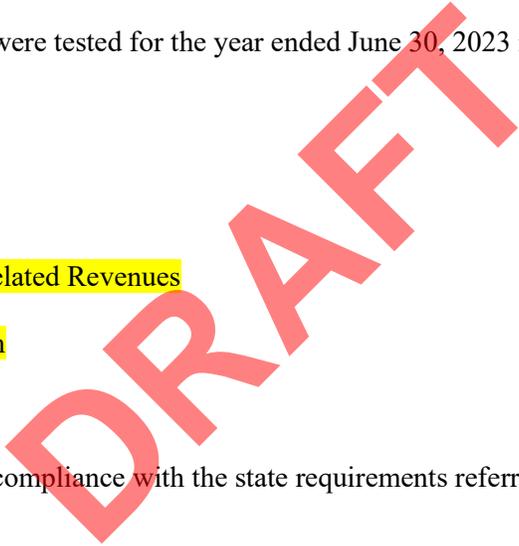
Honorable Mayor and Members of the City Council
City of Saratoga Springs
Saratoga Springs, Utah

Report on Compliance

We have audited the City of Saratoga Springs’ (the City) compliance with the applicable state compliance requirements described in the *State Compliance Audit Guide*, issued by the Office of the State Auditor, that could have a direct and material effect on the City for the year ended June 30, 2023.

State compliance requirements were tested for the year ended June 30, 2023 in the following areas:

- Budgetary Compliance
- Fund Balance
- Justice Courts
- Fraud Risk Assessment
- Government Fees
- Restricted Taxes and Related Revenues
- Cash Management
- Utah Retirement System



Management’s Responsibility

Management is responsible for compliance with the state requirements referred to above.

Auditor’s Responsibility

Our responsibility is to express an opinion on the City’s compliance based on our audit of the state compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the *State Compliance Audit Guide*. Those standards and the *State Compliance Audit Guide* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the state compliance requirements referred to above that could have a direct and material effect on a state compliance requirement occurred. An audit includes examining, on a test basis, evidence about the City’s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each state compliance requirement referred to above. However, our audit does not provide a legal determination of the City’s compliance with those requirements.

Opinion on Compliance

In our opinion, the City of Saratoga Springs complied, in all material respects, with the state compliance requirements referred to above for the year ended June 30, 2023.

Report On Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the state compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the state compliance requirements referred to above to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance with those state compliance requirements and to test and report on internal control over compliance in accordance with the *State Compliance Audit Guide*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent or to detect and correct noncompliance with a state compliance requirement on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a state compliance requirement will not be prevented or detected and corrected on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a state compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control and compliance and the results of that testing based on the requirements of the *State Compliance Audit Guide*. Accordingly, this report is not suitable for any other purpose.

Gilbert & Stewart

GILBERT & STEWART, CPA PC
Provo, Utah
October 31, 2023



RESOLUTION NO. R23-57 (12-5-23)

A RESOLUTION APPOINTING VIRGINIA MANN AND JACK MANGUM AND REAPPOINTING REED RYAN TO THE PLANNING COMMISSION AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Saratoga Springs, Utah (“City”) has established a Planning Commission as required by City Code Chapter 3.04 and Utah Code § 10-9a-301; and

WHEREAS, Planning Commission vacancies have been created through term expirations, resignations, or changes in residency; and

WHEREAS, the Mayor is authorized to fill vacancies in the Planning Commission with the advice and consent of the City Council; and

WHEREAS, the City Council has been advised on the appointment of Virginia Mann, Jack Mangum, and Reed Ryan to the Planning Commission and has consented to such appointment by motion; and

WHEREAS, the Mayor, with the advice and consent of the City Council, desires and believes it to be in the best interest of the health, safety, and welfare of the residents of the City of Saratoga Springs to appoint Virginia Mann, Jack Mangum, and Reed Ryan to the Planning Commission.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. In the public meeting held on December 5, 2023, the City Council has been advised on the appointment of Virginia Mann, Jack Mangum, and Reed Ryan to the Planning Commission and has consented to such appointment through motion and majority approval of a quorum present.
2. The Mayor hereby appoints Virginia Mann to the Planning Commission to begin a four-year term that will expire on December 31, 2027.
3. The Mayor hereby reappoints Reed Ryan to a second term with the Planning Commission that will expire on December 31, 2027.
4. The Mayor hereby appoints Jack Mangum to fill the remainder of the term for Audrey Barton that will expire on December 31, 2025.
5. This Resolution shall take effect immediately upon passage.

Current Regular Members

Expiration of Term

Ken Kilgore

December 31, 2024

Scott Hill

December 31, 2024

Jack Mangum

December 31, 2025

Rachel Burns

December 31, 2025

Douglas Willden

December 31, 2026

Virginia Mann
Reed Ryan

December 31, 2027
December 31, 2027

DATED this 5th day of December, 2023.

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder



City Council Staff Report

Author: Melissa Grygla, Library Director

Subject: Library Board Member

Date: November 8, 2023

Type of Item: Resolution

Summary Recommendations: The City Council should appoint Meredith Sager McNett to a partial term on the Library Board.

Description:

- A. **Topic:** Appointment of Meredith Sager McNett to new term on Library Board.
- B. **Background:** Request to appoint Meredith Sanger McNett to a partial term on the Library Board from December 5, 2023 to June 30, 2024. To help the Library Board and to maintain the quorum necessary to hold meetings and vote, it would be prudent to appoint the specified individual to the Library Board.
- C. **Funding Source:** There are no anticipated funding impacts of appointment of a Library Board member.
- D. **Analysis:**

The term of Lisa Gibby was vacated October 2023 due to a move. The City opened recruitment for a new board member. With two successful applicants the Library Board Chair made the recommendation to take the request to appoint Meredith Sager McNett to a partial term on the Library Board. She has indicated that she would like to serve a second term from July 1, 2024 to June 30, 2027. It is recommended that we fill the current vacancy with Meredith.

- E. **Department Review:** Assistant City Manager, City Attorney, Library.

Alternatives:

- A. **Approve the Request:** Staff recommends that the City Council approve the attached resolution to appoint the recommended board member.

- B. Deny the Request:** The City Council could deny the request.

- C. Continue the Item:** The City Council could continue the request until a later date and time. The result being that the Library Board would be short members to create a quorum.

Recommendation: Staff recommends the approval of the attached Resolution.

RESOLUTION NO. R23-58 (12/5/23)

**A RESOLUTION APPOINTING MEREDITH MCNETT TO
THE SARATOGA SPRINGS LIBRARY ADVISORY BOARD**

WHEREAS, per Section 3.05.03 of the City Code, the City Council of the City of Saratoga Springs, Utah has established a Saratoga Springs Library Advisory Board (“Advisory Board”); and

WHEREAS, per Section 3.05.03, members of the Advisory Board are appointed for three-year terms by the Mayor with the advice and consent of the City Council; and

WHEREAS, the term of Advisory Board Member Lisa Gibby was vacated on October 11, 2023.

WHEREAS, on December 5, 2023 the City Council met in regular session to discuss, among other things, the appointment of Meredith Sager McNett to fill a partial term on the Advisory Board expiring June 30, 2024; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Saratoga Springs, Utah, that the Mayor is authorized to appoint Meredith Sager McNett to serve a term on the Saratoga Springs Library Advisory Board starting on December 5, 2023 and ending June 30, 2024, and that execution of this Resolution shall constitute such appointment.

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 5th day of December, 2023.

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder



City Council Staff Report

Author: Jeremy D. Lapin, Public Works Director

Subject: South Fire Station Expansion

Date: December 5, 2023

Type of Item: Resolution

Description: Award of Contract

A. Topic:

This item is for the approval of a contract with THINK Architecture to assist in expanding the City's South Fire Station Facility and Property for the addition of a 4 bay area.

B. Background:

This project is intended to develop Building Floor plans, Building Elevations, Building Sections, and Exterior Materials, Color Selections and Preliminary Details as necessary to bid the project. Additionally, the architect will oversee the design development including coordination with other consultants such as Civil Engineer, Landscape Architect, Structural Engineer, Electrical and Mechanical Engineers.

C. Analysis:

The City solicited bids from qualified firms for the project. Two firms submitted proposals – THINK and Method Studio. The review committee reviewed the proposals and determined that THINK Architecture was the better of the two proposals. Both proposals met the scope requirements of the RFP however, it was the price proposal from THINK as well as their lower billing rates which became the determining factor.

D. Fiscal Impact:

The funding for this project was allocated with the FY2024 fiscal year budget but in GL 34-4000-711. No budget amendment will be needed to cover the proposed contract

E. Recommendation

Staff recommends the City Council approve awarding contract to THINK Architecture in the Amount of \$64,950 for the South Fire Station Expansion.



12 October 2023

Allison Cowder
Office & Facilities Administrator
City of Saratoga Springs
1307 N. Commerce Dr. #100
Saratoga Springs, UT 84045

Office: 801.766.9793 x110
Email : acowder@saratogaspringscity.com

Re: **Saratoga Springs Fire Station Expansion**

Allison,

Think Architecture appreciates the opportunity of presenting to you this proposal for Design and Construction Drawings for the above-mentioned project to be located in Saratoga Springs Utah.

Through our discussions, meeting, and other correspondence, we understand the parameters of the project to be as follows:

Phase 1 – Fix Existing Building – Not in design scope Items

- Fix slab settlement in day room & kitchen areas of existing building
- Helical Piers or other stabilization method for slab support

Phase 2 – Addition Items

- Connect existing slab drains to sewer
- Connect existing downspouts/roof drains to storm drain (civil)
- Add French drain around building
- Fix Stone that has been falling off building
- Addition of 4 bay area inclusive of:
 - Estimated size to be 60-64' wide and 55-60' deep
 - 4 Overhead doors (non-highspeed)
 - Exhaust system for new bays
 - Fire Suppression System for new bays
 - Radiant Heating run gas and electrical lines for new heaters, actual heaters to be optional
(base to include running gas lines and any electrical connections needed)
 - Translucent roofing panels (not skylights)

Phase 3 – Extras (bid alternates) Items

- Concrete apron in front of building
- Asphalt instead of Concrete apron in front of building
- Trash Enclosures
- Site Lighting
 - (Saratoga springs already has the poles) Number of poles?
- Site Landscaping - *minimal*
- Swamp Cooler for Addition

+Architecture

+Landscape Architecture

+Land Planning

+Construction Management

+Interior Design

7927 High Point Parkway

Suite 300

Sandy, Utah 84094

801-269-0055

www.thinkaec.com

Notes:

- This proposal assumes that no existing building drawings are available and that a site investigation from all parties (architectural, structural, mechanical, and electrical) will be required. For this investigation we expect that we will be granted access as needed and that ladders, lifts with qualified operators, etc. that may be required will be provided for our use at no cost to the design team.
- Proposed building addition will be designed to perform as an independent self-supporting structure that will have very limited or no effect on the structural system of the existing building.
- Anticipated structural system: Cold-formed steel frame construction with steel deck over steel joists at roof, slab-on-grad ground floor and spread footings. Alternate structural system: pre-engineered metal building designed (and wet stamped) by others. In this scenario, structural services will provide foundation design based on foundation reactions, layout, and anchorage requirements.
- We anticipate 4 design review conference calls or meetings.

From the above understanding of professional services and scopes, we propose the following fees to complete those services:

PART 1 - ENTITLEMENT PHASE SERVICES: PLANNING COMMISSION SUBMITTALS/MEETINGS AND SITE DEVELOPMENT

This part is not included in scope.

PART 2 - ARCHITECTURAL DESIGN & CONSTRUCTION DOCUMENT FEES

Architectural Design and Construction Documentation services include the following:

Schematic Design:

Review owners program and time schedule, review and analyze construction site for Zoning Requirements (i.e. setbacks, height restriction, buildable area, C.C.R allowances and restrictions, Etc. Typical Deliverables include Floor Plans, Elevations, Square footage Evaluation, Material Selections and Renderings showing design intent.

Design Development:

Develop Building Floor plans, Building Elevations, Building Sections, Exterior Materials, Color Selections and Preliminary Details. Additionally, design development includes coordination with other consultants such as Civil Engineer, Landscape Architect, Structural Engineer, Electrical and Mechanical Engineers.

Construction Documentation:

This phase shall begin after Owner approval of the design drawings. This phase shall include the following broad scope of deliverables: Site plans, life and safety

information per building code, floor plans, exterior elevations, building sections, wall sections, door, window and finish schedules and specifications. Coordination of consultant drawings is also completed during this phase.

Think Architecture shall also assist Owner in obtaining permits by preparing all documents for submittal and responding to any questions or code issues from city or jurisdictional agencies.

Design Fees:

Architectural Fee:	\$36,290.00
Structural Fee:	\$12,655.00
Mechanical Fee:	\$6,475.00
Electrical Fee:	\$5,060.00

Options/Extras:

Structural design for trash enclosure:	\$1,100.00
Structural design of Generator pad:	\$550.00
Site Electrical Design:	\$1,320.00
Landscape & Irrigation Design:	\$1,500.00 *subject to defined scope.

Fee Breakdown by Phase:

Schematic Design SD	15%
Design Development DD	20%
Construction Documents CD	50%
Permits/ Bidding BP	5%
Construction Administration CA	10%

PART 3 – ENGINEERING CONSULTANTS FEE

Fees outlined in part 2 include the following consultants:

- Architectural Design
- Structural Engineering
- Mechanical Engineering
- Plumbing Engineering
- Electrical Engineering
- Landscaping and Irrigation Design *option per above

The following consultants ARE NOT included within the scope and fee listed under part 2 of this proposal:

- Civil Engineering
- Kitchen Consultants
- Acoustical Engineering
- Fire Sprinkler Design
- Interior Design *can be provided by THINK architecture in house if desired.
- Any other consultants not expressly listed as included.

PART 4 – CONSTRUCTION ADMINISTRATION

Construction Administration (CA) services shall include the following items:

- THINK Architecture shall visit the project site at negotiated intervals appropriate to the stage of construction as requested by the owner.

- THINK Architecture shall review or take other action for contractor's submittals.
- THINK Architecture shall respond to RFI's and Questions regarding the drawings as requested by the owner.
- Site observation reports

The fee for above mentioned items is included in the overall design fees outlined in part 2 above.

The following items are not covered by the construction administration fee and are subject to additional services as requested:

- Final As-Built Drawings
- Requests for special or additional site visits
- Questions asked by contractor that should be reasonably found within the construction documents
- Contractor request to modify or change building elements, components or features
- Contractor requests to provide structural fix letters or other letters or direction to correct or fix construction mistakes.
- Travel time and Mileage – subject to billing rates below.

PART 5 – PROJECT EXPENSES

Expenses by the Architect or Architects consultants that are directly related to the project shall be reimbursed as follows:

Mileage and Travel	Cost + 10%
Printing and Materials	Cost + 10%
(printing is for any items provided to owner or contractor for review or permitting or any other such outside of architectural office use)	

PART 6 – ADDITIONAL SERVICES (AS SELECTED BY THE OWNER)

The following services are available to the owner by Think Architecture and may be provided as requested.

- LEED/Energy Star/Enterprise Green or other Certification Programs
- Marketing Materials:
 - Colored Site Plans
 - Building Renderings
 - Colored Floor Plans
 - City planning department approvals
- Community workshops
- Presentations to city or other entities including exhibits and support material – Or as completed in the Hourly Entitlement Phase noted above.
- Owner requested revisions made to the Construction Drawings after final drawings have been completed and submitted for Building Permit.
- Change of Building or Municipal Codes after preparation of drawings.
- Revisions to drawings as a result of budget changes by Owner.
- Architectural Models or Artistic Renderings.
- Marketing Materials.

- As Built Drawings.
- Travel Cost associated with project.
- Printing Cost for Presentation or Construction Sets.
- Long Distance Phone Calls associated with the project.

All optional services will be billed on an hourly time and materials basis based on the hourly rates as outlined below. At your request, we can provide additional work authorizations (AWA) prior to commencing work on any optional or hourly requested services.

INVOICING, PAYMENTS AND SCHEDULE

Invoicing

THINK ARCHITECTURE invoices on a regular monthly schedule. Invoices shall be delivered via mail, facsimile, and/or email on or near the tenth of every month for services rendered the previous month. Payments for invoices are to be paid in full and received within 30 days of invoice date. Overdue invoices are subject to finance charges outlined below.

Past Due Payments

A finance charge of 18% annually (computed by a single periodic rate of 1 1/2% per Month) will be charged to all balances over 30 days past due. Additionally, projects with invoices remaining unpaid after 30 days are subject to being placed on hold and work stopped until payments are brought current or satisfactory payment terms can be arranged.

Anticipated Schedule

Timeframes listed below are reasonable estimates and are not necessarily anticipated to run concurrently without interruption. It is anticipated that there may be some delay between finishing one phase and starting the next based on owner requirements and approvals, city approvals, HUD approvals or other entities needing time to review prior to proceeding. Owner agrees to communicate intent of project schedule/pacing to architect as project progresses.

- | | |
|---|---------------------|
| • Schematic Design: | 15-20 Calendar Days |
| • Design Development: | 15-20 Calendar Days |
| • Construction Documents: | 30-45 Calendar Days |
| • Permitting/Bidding | 30-60 Calendar Days |
| • Construction Administration (Duration of Constr.) | TBD (~6-8 mo.) |

Expectation of Payment with Project Progression

Think Architecture will not move from one project phase to the next if there are any outstanding project invoices. For example, if client requests to move from the schematic design (SD) phase to the design development (DD) phase, client shall be current on all invoicing received. If there are any past due payments (30 days plus), project progression to the next phase will not commence until invoicing is brought current.

During the bidding and permitting phase, design team responses to city/county plan check comments will not be issued until all invoices are brought current through the construction documentation (CD) phase plus any additional invoices post 30 days due.

HOURLY TIME AND MATERIALS AND ADDITIONAL SERVICES BILLING RATES:

Principal Architect	\$190.00/hr.
Principal Landscape Architect	\$180.00/hr.
Principal Emeritus	\$190.00/hr.
Associate Principal	\$160.00/hr.
Associate Landscape Principal	\$140.00/hr.
Architect III	\$130.00/hr.
Architect II	\$120.00/hr.
Architect I	\$110.00/hr.
Landscape architect III / planner III	\$110.00/hr.
Landscape architect II / planner II	\$90.00/hr.
Landscape architect I / planner I	\$70.00/hr.
Sr. Project Manager (UL)	\$120.00/hr.
Project Manager (UL)	\$110.00/hr.
Arch. Associate III / Job Captain / BIM IV (UL)	\$100.00/hr.
Arch. Associate II / BIM operator III (UL)	\$90.00/hr.
Arch. Associate i / BIM operator II (UL)	\$80.00/hr.
BIM operator I (UL)	\$70.00/hr.
Interior Design Director	\$130.00/hr.
Sr. Interior Designer III	\$110.00/hr.
Interior Designer II	\$90.00/hr.
Interior Designer I (UL)	\$70.00/hr.
Graphic Artist /Designer II	\$90.00/hr.
Graphic Artist /Designer I	\$80.00/hr.
Administration / Marketing	\$75.00/hr.
Clerical	\$55.00/hr.
Zoning / Legal	\$225.00/hr.
Printing and Materials	Cost + 10%
Mileage and Travel	Cost + 10%

If you have any questions regarding this proposal, please feel free to contact me. If you find everything satisfactory, please sign and return. Upon return we will prepare and send the appropriate AIA contracts for your review and signature.

Retainer required to initiate project and begin work: **\$5,000.00.** Retainer will be applied to the last anticipated invoice for the project.

Sincerely,



Tyler K. Kirk, AIA

Principal Architect
Think Architecture, Inc.
7927 High Point Parkway
Suite #300
Sandy, Utah 84094

Accepted as outlined above:

Signature

Printed Name

Title

Date

Some information we will need from you to initiate the project:

- 1) Official owner of property: _____
- 2) Person or entity to bill to: _____
- 3) Address of above: _____
- 4) Phone # for above: _____
- 5) Official project address: _____
- 6) Desired project name: _____
- 7) Property Tax ID #: _____

RESOLUTION NO. R23-59 (12-5-23)

**A RESOLUTION APPROVING A CONTRACT WITH THINK ARCHITECTURE
FOR THE SOUTH FIRE STATION EXPANSION PROJECT**

WHEREAS, the City Council of the City of Saratoga Springs has found it in the public's interest to obtain services from qualified architects to provide services in accordance with the South Fire Station Expansion Project; and

WHEREAS, on the City send a request for proposals (RFP) to qualified architectural firms for design and project management services related to the South Fire Station Expansion in order to obtain services from qualified engineering firms; and

WHEREAS, the City received proposals from two firms in response to the RFP; and

WHEREAS, the proposals were reviewed by staff based upon standard evaluation criteria and the City's review committee recommended selecting THINK Architecture; and

WHEREAS, the City Council has determined that awarding the proposed project to THINK Architecture is in the best interest of the public, will further the public health, safety, and welfare, and will assist in the efficient administration of City government and public services.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SARATOGA SPRINGS, UTAH, THAT:

The City of Saratoga Springs does hereby approve entering into a professional services agreement with THINK Architecture in the Amount of \$64,950 for the South Fire Station Expansion Project

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon passage.

APPROVED AND ADOPTED this 5th day of December, 2023.

Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

RESOLUTION NO. R23-60 (12-5-23)

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SARATOGA SPRINGS, UTAH ADOPTING
2023 CITY COUNCIL REGULAR MEETING
SCHEDULE ANNUAL NOTICE.**

WHEREAS, In accordance with the Open and Public Meetings Act, Utah Code Section 52-4-202 (2), this Resolution provides for public notice of the annual meeting schedule for the City Council for the upcoming year;

WHEREAS, the City Council may adjust the meeting schedule as necessary with proper public notice.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SARATOGA SPRINGS, UTAH, THAT:

1. The City Council will generally hold regular meetings on the first and third Tuesdays of each month in the City Hall Council Chambers located at 1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045, or electronically, at 6:00 p.m. on the dates entered on Exhibit A;

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon passage.

Passed on the 5th day of December, 2023.

CITY OF SARATOGA SPRINGS, UTAH

Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

EXHIBIT A



CITY OF SARATOGA SPRINGS CITY COUNCIL

2024 ANNUAL NOTICE OF REGULAR MEETING SCHEDULE

Regular City Council meetings are generally held the First and Third Tuesdays of the month unless there is conflict with a holiday or event. Meetings are held beginning at 6:00 p.m. at the City of Saratoga Springs City Hall Council Chambers located at 1307 North Commerce Drive, Suite 200, Saratoga Springs Utah 84045. A scheduled meeting may be cancelled or re-scheduled, and Special Meetings may be scheduled as publicly noticed. Please refer to the agenda and meeting packet material publicly noticed on the Utah Public Notice Website <https://www.utah.gov/pmnl/> or the City Website <https://www.saratogasprings-ut.gov/AgendaCenter>

Regular meetings will be held as follows:

January

Tuesday, January 2, 2024
Tuesday, January 16, 2024

February

Tuesday, February 6, 2024
Tuesday, February 20, 2024

March

Tuesday, March 5, 2024
Tuesday, March 19, 2024

April

Tuesday, April 9, 2024
(No Meetings will be held the 1st or 3rd Tuesdays due to ASD Spring Break and ULCT Conf.)

May

Tuesday, May 7, 2024
Tuesday, May 21, 2024

June

Tuesday, June 4, 2024
Tuesday, June 18, 2024

July

Tuesday, July 2, 2024
Tuesday, July 16, 2024

August

Tuesday, August 6, 2024
Tuesday, August 20, 2024

September

Tuesday, September 3, 2024
Tuesday, September 17, 2024

October

Tuesday, October 1, 2024
Tuesday, October 15, 2024

November

Tuesday, November 19, 2024
(No Meeting will be held the 1st Tuesday due to Elections.)

December

Tuesday, December 3, 2024
(No Meeting will be held the 3rd Tuesday due to Christmas Holiday.)

City Recorder

Approved by the City Council on December 5, 2023



City Council Staff Report

Author: Jeremy D. Lapin, City Engineer & Public Works Director

Subject: Drinking Water Booster Station 8 – MVC/Pony/MVC

Date: December 5, 2023

Type of Item: Resolution

Description: Award of Bid for Booster Station 8

A. Topic:

This item is for the approval of a contract for construction of a new drinking booster station.

B. Background:

The City currently operates a drinking water Booster Station 1 – Grandview which delivers drinking water to Pressure Zone 2 south of Pony Express Blvd and west of Redwood Rd. Pressure Zone 2 also supplies water to Pressure Zone 1 south of Fairway Blvd. Drinking water demands are anticipated to greatly expand in south Pressure Zones 2, 3, and 4. To meet these needs a second booster pump station is required. In addition to meeting future drinking water needs, Booster 8 will provide redundancy to the existing Booster 1, resulting in improved reliability of drinking water service to existing residents south of Pony Express Blvd.

C. Bid Results:

Six bids were received on November 20, 2023. The bids ranged from \$4,000,000 to \$6,700,000. The Engineer's Opinion of Probable Construction Cost is \$5,900,000. Considering the current climate of high materials and labor cost, coupled with contractors who are typically busy, this was a very good bid result.

The lowest bidder is Condie Construction with a bid of \$4,001,680. The design engineer, Hansen, Allen & Luce has successfully worked with Condie Construction on several large projects.

D. Fiscal Impact:

The funding for this drinking water project has been appropriated by the City Council with the approval of FY2024 budget within funds 56-4000-736. The current budget in this GL is \$6,000,000. The construction cost is anticipated to be within the budget amount. No budget amendment is necessary at this time.

E. Recommendation

Staff recommends the City Council approve an award of construction contract to Condie Construction in the amount of \$4,001,680.



SALT LAKE AREA OFFICE
 859 W South Jordan Pkwy, Ste 200
 South Jordan, Utah 84095
 Phone: (801) 566-5599
 www.HALengineers.com

Mr. Jeremy Lapin, P.E., City Engineer
 City of Saratoga Springs
 1307 North Commerce Drive, Ste 200
 Saratoga Springs, UT 84045

November 30, 2023

Re: Drinking Water Booster 8 – MVC/Pony
 Recommendation for Award of Contract

Mr. Lapin:

BID RESULTS: On November 20, 2023 bids were received for the City of Saratoga Springs (City) Drinking Water Booster 8 project designed by Hansen, Allen & Luce (HAL). Six bids were received ranging from \$4,000,000 to \$6,700,000. The bid results are attached. The Engineer’s Opinion of Probable Construction Cost is \$6,000,000.

The bid results are summarized below. The detailed results are attached.

Engineer's Opinion	Condie Construction Co., LLC	Nelson Brothers Construction Company	COP Construction LLC	Corrio Construction, Inc.	FX Construction, Inc.	Vancon, Inc.
\$5,969,265	\$4,001,680	\$4,891,288	\$5,540,211	\$5,890,950	\$5,964,701	\$6,723,000

LOW BIDDER: The lowest bidder was Condie Construction Co., LLC (Condie) with a bid of \$4,001,680. Condie submitted their bid with the required documentation, including:

- A list of subcontractors,
- Qualification documentations
- Bid bond.

EVALUATION OF BID PRICE: Condie’s bid price was substantially lower than the second low bid from Nelson Brothers Construction. The bid documents allow for modification and withdrawal of bid under certain conditions, which are defined in Section 00 21 13 Instructions to Bidders, Article 16 – Qualifications of Bidders, which is copied below.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

Realizing their bid was significantly lower than the next highest bid, Condie evaluated their bid and verbally communicated with Mark Atencio from HAL on Nov 21, 2023 (within 24 hours after bids were opened.) The telephone conversation included McKell Condie, VP/COO and Colby Mellor, Estimating/Field Operations Manager from Condie. Condie communicated that their bid values are “tight,” but they can complete the work for the bid amount. HAL advised Condie that the City is not anticipating the approval of change orders because the bid amount was low. Condie acknowledged the City’s position and indicated their willingness to complete the work for the amount bid.

HAL held a follow-up Zoom meeting with Condie on Nov 29 with Colby Melloer, McKell Condie, and Clarence. Attending the meeting from HAL and the City was Mark Atencio, Nathaniel Jones, and Charles Whitman. The same messages were reiterated as in the Nov 21 phone call.

On both occasions Condie confirmed they had re-evaluated their bid pricing and did not find any errors. Condie concluded their bid price does not have any material and substantial mistakes.

QUALIFICATIONS: The bid documents define bidder’s qualifications. The qualifications are defined in Section 00 21 13 Instructions to Bidders, Article 3 – Qualifications of Bidders, which is copied on the following page.

HAL reviewed Condie’s written evidence and researched Condie’s registration with the Utah Department of Commerce (Commerce) and the Utah Division of Professional Licensing (DOPL). This information is summarized below.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder’s qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. Evidence of Bidder’s authority to do business in the state where the Project is located.
 - B. Bidder’s state or other contractor license number, if applicable.
 - C. Evidence of successful completion of three similar municipal, drinking water, booster station projects in the last ten years, including project name and contact information for owner of the project.
- 3.02 Bidder shall not have been involved in litigation against the Owner prior to or the same time of the bid.
- 3.03 A Bidder’s failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder’s qualifications.
- 3.05 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder’s representations and certifications.

Authority To Do Business: Condie is registered to do business in Utah and has a Tax ID#.

- Condie meets this qualification.

Bidder’s Contractor License: Condie has an active contractor license #293215-5501.

- Condie’s license qualifier’s E100 General Engineer and B100 General Building are applicable to this project.
- Condie meets this qualification.

Experience: The experience qualification requirement is the successful completion of three similar booster station projects. The qualifications submitted by Condie are summarized below:

- Condie provided written evidence of successful construction of many large water pipeline projects completed in the last ten years. HAL key staff have worked on three of these projects with Condie with a total value of \$50 million.
- Condie provided written evidence of successful completion of several flow control stations, including five for Central Utah Water Conservancy District (CUWCD) from 2013 to 2019. HAL key staff have worked with Condie on these automated stations which have a total value of over \$10 million. They include:
 - ULS Mapleton Tank – One Flow Control Station: two 24” automated flow control valve lines (over \$4 million present value).
 - ULS Sp. Fork Reach Pipe - 2 Flow Control Stations with 60”, 24” and 16” automated flow control valve lines (over \$3 million present value)
 - CWP Vineyard Pipe – 3 Flow Control Stations (\$3 million present value):
 - Wells Valve Vault: two 48” automated valve lines with 60-inch meter
 - Lehi Center St + 2300W - 2 Flow Control Stations with three 12” automated flow control valve lines
- HAL key staff have been satisfied with Condie’s previous work, as has been CUWCD, as seen in that Condie one of CUWCD’s prequalified contractors and has successfully completed 3 recent large projects for them.

- Condie's submitted pipeline and flow control stations that are similar in size, complexity, and scope as the Booster 8 Station.

Condie's previous work in the five flow control stations cited - which all include concrete structures 20'x30' and larger, electrical, controls, SCADA, sitework, and process piping, buried piping, - all are of comparable flow, size, complexity, and scope as the Booster 8 Station.

ADDITIONAL INVESTIGATIONS: In accordance with Article 19, paragraphs 04 and 05 of Section 00 21 13 of the Bidding Documents, copied below, the City (and its engineer) may conduct further investigations regarding the qualifications of bidders. HAL performed additional Condie Construction including their Subcontractors. The results of this investigation are presented below.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

- On Nov 21, Colby Mellor and McKell Condie verbally reported to Mark Atencio that Condie is currently working on a booster station for Granger-Hunter Improvement District (GHID) and another for Toquerville City.
- Mark Atencio communicated with Doug Bradfield, engineering inspector for GHID, on Nov 29. Doug indicated Condie has completed piping and foundations and is starting walls, and that they have so far "done a good job."
- On Nov 29, Colby Mellor and McKell Condie verbally indicated to Mark Atencio, Nathaniel Jones, and Charles Whitman that Delco Western will be Condie's pump supplier and pump installation subcontractor.
- Delco Western has extensive drinking water pump supply, repair, and installation experience.
- The City and HAL have recent successful experience with Delco Western in the supply and installation of vertical turbine drinking water pumps.
- Delco Western meets State registration and contractor licensing requirements.
- In Condie's bid they indicate Apex Electrical or Double D Electrical will be their electrical subcontractor. Both have extensive experience in pump stations electrical and controls, and both meet the contractor licensing requirements.

It has been determined Condie is a responsible bidder and has met the qualifications requirement for the following reasons:

- a. Condie has completed many projects similar in size and complexity to the Booter 8 project.
- b. Condie has staff that have completed construction of pump stations.
- c. Condie's pump subcontractor has extensive experience in the supply, installation, and testing of municipal drinking water pumps.
- d. Condie's electrical subcontractor has extensive pump station electrical and controls experience.

SUMMARY: The low bidder, Condie, has been determined to be a “responsible” bidder. According to Section 00 21 13 Article 19, Condie Construction Co., LLC is therefore recommended as the “lowest responsive Bid” for award of the contract for the Booster 8 construction project.

We appreciate the opportunity of assisting you with this project.

Sincerely,
HANSEN, ALLEN & LUCE, INC.

A handwritten signature in blue ink that reads "Mark Atencio".

Mark Atencio, P.E.
Project Manager

A handwritten signature in blue ink that reads "Nathaniel Jones".

Nathaniel Jones, P.E.
Lead Design Engineer

Attachments: Bid Results

Saratoga Springs DW Booster Pump Sta #8

Bid Date: Nov 20, 2023

BID RESULTS

Item No.	Bid Item	Unit	Est Quant	Engineer's Opinion		Condie		Nelson Brothers		COP		Corrio		FX		Vancon	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization/Demobilization	LS	1	\$325,000	\$325,000	\$380,000	\$380,000	\$165,670	\$165,670	\$490,000	\$490,000	\$287,571	\$287,571	\$258,000	\$258,000	\$895,049	\$895,049
2	Construction Surveying	LS	1	\$27,000	\$27,000	\$12,500	\$12,500	\$13,250	\$13,250	\$12,000	\$12,000	\$16,397	\$16,397	\$26,800	\$26,800	\$35,000	\$35,000
3	QC & Testing Agency Services	LS	1	\$25,000	\$25,000	\$22,000	\$22,000	\$37,630	\$37,630	\$27,000	\$27,000	\$29,487	\$29,487	\$36,400	\$36,400	\$50,000	\$50,000
4	Prepare and Implement SWPPP	LS	1	\$22,000	\$22,000	\$15,000	\$15,000	\$58,040	\$58,040	\$30,000	\$30,000	\$11,178	\$11,178	\$21,400	\$21,400	\$35,000	\$35,000
5	Construct RMP "Customer to Install" Offsite Electrical Power Supply.	LS	1	\$168,500	\$168,500	\$154,750	\$154,750	\$119,804	\$119,804	\$175,000	\$175,000	\$197,711	\$197,711	\$265,100	\$265,100	\$165,000	\$165,000
6	Pay for RMP to Complete Onsite and Offsite Electrical Power Supply (Owner to pay directly)	LS	1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7	Replace Native Soils Under Pump Station with Structural Fill	LS	1	\$298,000	\$298,000	\$215,500	\$215,500	\$467,530	\$467,530	\$350,000	\$350,000	\$260,982	\$260,982	\$320,000	\$320,000	\$350,000	\$350,000
8	16" DIP Water Pipeline (Zone 2)	LF	426	\$263	\$112,038	\$242	\$103,092	\$614	\$261,564	\$470	\$200,220	\$471.6	\$200,893	\$520	\$221,520	\$500	\$213,000
9	24" DIP CL V + Water Pipelines (Zones 1 & 2)	LF	860	\$558	\$479,880	\$433	\$372,380	\$810	\$696,600	\$660	\$567,600	\$627.5	\$539,650	\$780	\$670,800	\$725	\$623,500
10	Air Valve Vault Assembly	LS	1	\$38,955	\$38,955	\$44,000	\$44,000	\$29,286	\$29,286	\$53,000	\$53,000	\$35,532.0	\$35,532	\$83,000	\$83,000	\$85,000	\$85,000
11	18" RCP CL V + 8" ADS N-12 Storm Drains	LF	234	\$166	\$38,844	\$120	\$28,080	\$168	\$39,312	\$210	\$49,140	\$185.59	\$43,428	\$130	\$30,420	\$200	\$46,800
12	Curb Inlet	EA	1	\$6,018	\$6,018	\$5,165	\$5,165	\$3,920	\$3,920	\$6,600	\$6,600	\$8,899	\$8,899	\$9,300	\$9,300	\$5,000	\$5,000
13	SDR Cleanout	EA	1	\$12,365	\$12,365	\$4,650	\$4,650	\$3,340	\$3,340	\$7,000	\$7,000	\$1,270	\$1,270	\$7,700	\$7,700	\$6,000	\$6,000
14	Not used	n/a	0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
15	Not used	n/a	0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
16	PVC Coated Chain Link Fence & Gates	LF	600	\$74	\$44,400	\$42	\$25,200	\$63	\$37,980	\$60	\$36,000	\$66.48	\$39,888	\$68	\$40,800	\$60	\$36,000
17	Curb and Gutter	LF	454	\$71	\$32,234	\$38	\$17,252	\$76.5	\$34,731	\$80	\$36,320	\$76.43	\$34,699	\$75	\$34,050	\$90	\$40,860
18	AC Paving: 4: AC over 12" UBC	SqYd	2,130	\$61	\$129,930	\$50.5	\$107,565	\$49	\$104,370	\$53	\$112,890	\$71.13	\$151,507	\$69	\$146,970	\$75	\$159,750
19	Not used	n/a	0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
20	Revegetated Unfenced Area	LS	1	\$0	\$0	\$15,000	\$15,000	\$4,080	\$4,080	\$60,000	\$60,000	\$28,651	\$28,651	\$31,300	\$31,300	\$20,000	\$20,000
21	1"-2" S Town Cobble Rock Surfacing	LS	1	\$49,312	\$49,312	\$33,750	\$33,750	\$20,970	\$20,970	\$37,000	\$37,000	\$46,123	\$46,123	\$44,000	\$44,000	\$45,000	\$45,000
22	2"-4" S Town Cobble Rock Surfacing	LS	1	\$0	\$0	\$2,500	\$2,500	\$2,960	\$2,960	\$2,900	\$2,900	\$3,649	\$3,649	\$7,200	\$7,200	\$2,500	\$2,500
23	3 Vertical Turbine Pumps and Motors	LS	1	\$440,000	\$440,000	\$248,000	\$248,000	\$259,710	\$259,710	\$307,000	\$307,000	\$414,448	\$414,448	\$315,400	\$315,400	\$400,000	\$400,000
24	Pump Station Piping Systems	LS	1	\$1,258,000	\$1,258,000	\$723,300	\$723,300	\$599,950	\$599,950	\$950,000	\$950,000	\$1,138,838	\$1,138,838	\$1,092,600	\$1,092,600	\$1,250,000	\$1,250,000
25	Pump Station Structure	LS	1	\$642,000	\$642,000	\$313,000	\$313,000	\$639,170	\$639,170	\$750,000	\$750,000	\$673,696	\$673,696	\$750,000	\$750,000	\$1,000,000	\$1,000,000
26	HVAC System	LS	1	\$205,248	\$205,248	\$200,000	\$200,000	\$182,240	\$182,240	\$200,000	\$200,000	\$196,238	\$196,238	\$234,400	\$234,400	\$150,000	\$150,000
27	Supply and Install Control Panels	LS	1	\$59,541	\$59,541	\$59,541	\$59,541	\$59,541	\$59,541	\$59,541	\$59,541	\$59,541	\$59,541	\$59,541	\$59,541	\$59,541	\$59,541
28	Elec & Control Systems (except 5, 6, 23, 26, 27, 29, 30)	LS	1	\$952,000	\$952,000	\$500,000	\$500,000	\$674,870	\$674,870	\$578,000	\$578,000	\$998,236	\$998,236	\$710,000	\$710,000	\$675,000	\$675,000
29	Surge Tank System	LS	1	\$337,000	\$337,000	\$222,455	\$222,455	\$189,920	\$189,920	\$235,000	\$235,000	\$227,665	\$227,665	\$276,400	\$276,400	\$200,000	\$200,000
30	Backup Electrical Generator System	LS	1	\$266,000	\$266,000	\$177,000	\$177,000	\$184,850	\$184,850	\$208,000	\$208,000	\$244,773	\$244,773	\$271,600	\$271,600	\$175,000	\$175,000
TOTAL BID				\$5,969,265		\$4,001,680		\$4,891,288		\$5,540,211		\$5,890,950		\$5,964,701		\$6,723,000	
				Engineer's Opinion		Condie		Nelson Brothers		COP		Corrio		FX		Vancon	
Total Reported in Bid						\$4,001,670		\$4,891,288		n/a		\$5,890,961		\$5,964,701		\$6,723,000	

RESOLUTION NO. R23-61 (12/5/23)

**A RESOLUTION APPROVING A CONTRACT FOR THE CONSTRUCTION OF
THE 2023 SARATOGA SPRINGS DRINKING WATER BOOSTER #8 PROJECT**

WHEREAS, the City Council of the City of Saratoga Springs has found it in the public's interest to obtain services from qualified contractors to provide services in accordance with the 2023 Saratoga Springs Drinking Water Booster #8 Project ("Project"); and

WHEREAS, the City advertised a bid document on SciQuest and in a public newspaper for the Project in order to acquire services from qualified contractors; and

WHEREAS, the City's engineering consultant, HAL Engineers, provided an analysis of all quotations to determine the lowest responsible contractor; and

WHEREAS, the City Council has determined that awarding the project to the lowest responsible contractor is in the best interest of the public, will further the public health, safety, and welfare, and will assist in the efficient administration of City government and public services.

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Saratoga Springs, Utah, that the 2023 Saratoga Springs Drinking Water Booster #8 Project is awarded to the lowest responsible bidder, Condie Construction, in the amount of \$4,001,680. This resolution shall take effect immediately upon passage.

PASSED on the 5th of December, 2023

**CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION**

Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder



SALT LAKE AREA OFFICE
 859 W South Jordan Pkwy, Ste 200
 South Jordan, Utah 84095
 Phone: (801) 566-5599
 www.HALengineers.com

Mr. Jeremy Lapin, P.E., City Engineer
 City of Saratoga Springs
 1307 North Commerce Drive, Ste 200
 Saratoga Springs, UT 84045

November 30, 2023

Re: Drinking Water Booster 8 – MVC/Pony
 Recommendation for Award of Contract

Mr. Lapin:

BID RESULTS: On November 20, 2023 bids were received for the City of Saratoga Springs (City) Drinking Water Booster 8 project designed by Hansen, Allen & Luce (HAL). Six bids were received ranging from \$4,000,000 to \$6,700,000. The bid results are attached. The Engineer’s Opinion of Probable Construction Cost is \$6,000,000.

The bid results are summarized below. The detailed results are attached.

Engineer's Opinion	Condie Construction Co., LLC	Nelson Brothers Construction Company	COP Construction LLC	Corrio Construction, Inc.	FX Construction, Inc.	Vancon, Inc.
\$5,969,265	\$4,001,680	\$4,891,288	\$5,540,211	\$5,890,950	\$5,964,701	\$6,723,000

LOW BIDDER: The lowest bidder was Condie Construction Co., LLC (Condie) with a bid of \$4,001,680. Condie submitted their bid with the required documentation, including:

- A list of subcontractors,
- Qualification documentations
- Bid bond.

EVALUATION OF BID PRICE: Condie’s bid price was substantially lower than the second low bid from Nelson Brothers Construction. The bid documents allow for modification and withdrawal of bid under certain conditions, which are defined in Section 00 21 13 Instructions to Bidders, Article 16 – Qualifications of Bidders, which is copied below.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

Realizing their bid was significantly lower than the next highest bid, Condie evaluated their bid and verbally communicated with Mark Atencio from HAL on Nov 21, 2023 (within 24 hours after bids were opened.) The telephone conversation included McKell Condie, VP/COO and Colby Mellor, Estimating/Field Operations Manager from Condie. Condie communicated that their bid values are “tight,” but they can complete the work for the bid amount. HAL advised Condie that the City is not anticipating the approval of change orders because the bid amount was low. Condie acknowledged the City’s position and indicated their willingness to complete the work for the amount bid.

HAL held a follow-up Zoom meeting with Condie on Nov 29 with Colby Melloer, McKell Condie, and Clarence. Attending the meeting from HAL and the City was Mark Atencio, Nathaniel Jones, and Charles Whitman. The same messages were reiterated as in the Nov 21 phone call.

On both occasions Condie confirmed they had re-evaluated their bid pricing and did not find any errors. Condie concluded their bid price does not have any material and substantial mistakes.

QUALIFICATIONS: The bid documents define bidder’s qualifications. The qualifications are defined in Section 00 21 13 Instructions to Bidders, Article 3 – Qualifications of Bidders, which is copied on the following page.

HAL reviewed Condie’s written evidence and researched Condie’s registration with the Utah Department of Commerce (Commerce) and the Utah Division of Professional Licensing (DOPL). This information is summarized below.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder’s qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. Evidence of Bidder’s authority to do business in the state where the Project is located.
 - B. Bidder’s state or other contractor license number, if applicable.
 - C. Evidence of successful completion of three similar municipal, drinking water, booster station projects in the last ten years, including project name and contact information for owner of the project.
- 3.02 Bidder shall not have been involved in litigation against the Owner prior to or the same time of the bid.
- 3.03 A Bidder’s failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder’s qualifications.
- 3.05 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder’s representations and certifications.

Authority To Do Business: Condie is registered to do business in Utah and has a Tax ID#.

- Condie meets this qualification.

Bidder’s Contractor License: Condie has an active contractor license #293215-5501.

- Condie’s license qualifier’s E100 General Engineer and B100 General Building are applicable to this project.
- Condie meets this qualification.

Experience: The experience qualification requirement is the successful completion of three similar booster station projects. The qualifications submitted by Condie are summarized below:

- Condie provided written evidence of successful construction of many large water pipeline projects completed in the last ten years. HAL key staff have worked on three of these projects with Condie with a total value of \$50 million.
- Condie provided written evidence of successful completion of several flow control stations, including five for Central Utah Water Conservancy District (CUWCD) from 2013 to 2019. HAL key staff have worked with Condie on these automated stations which have a total value of over \$10 million. They include:
 - ULS Mapleton Tank – One Flow Control Station: two 24” automated flow control valve lines (over \$4 million present value).
 - ULS Sp. Fork Reach Pipe - 2 Flow Control Stations with 60”, 24” and 16” automated flow control valve lines (over \$3 million present value)
 - CWP Vineyard Pipe – 3 Flow Control Stations (\$3 million present value):
 - Wells Valve Vault: two 48” automated valve lines with 60-inch meter
 - Lehi Center St + 2300W - 2 Flow Control Stations with three 12” automated flow control valve lines
- HAL key staff have been satisfied with Condie’s previous work, as has been CUWCD, as seen in that Condie one of CUWCD’s prequalified contractors and has successfully completed 3 recent large projects for them.

- Condie's submitted pipeline and flow control stations that are similar in size, complexity, and scope as the Booster 8 Station.

Condie's previous work in the five flow control stations cited - which all include concrete structures 20'x30' and larger, electrical, controls, SCADA, sitework, and process piping, buried piping, - all are of comparable flow, size, complexity, and scope as the Booster 8 Station.

ADDITIONAL INVESTIGATIONS: In accordance with Article 19, paragraphs 04 and 05 of Section 00 21 13 of the Bidding Documents, copied below, the City (and its engineer) may conduct further investigations regarding the qualifications of bidders. HAL performed additional Condie Construction including their Subcontractors. The results of this investigation are presented below.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

- On Nov 21, Colby Mellor and McKell Condie verbally reported to Mark Atencio that Condie is currently working on a booster station for Granger-Hunter Improvement District (GHID) and another for Toquerville City.
- Mark Atencio communicated with Doug Bradfield, engineering inspector for GHID, on Nov 29. Doug indicated Condie has completed piping and foundations and is starting walls, and that they have so far "done a good job."
- On Nov 29, Colby Mellor and McKell Condie verbally indicated to Mark Atencio, Nathaniel Jones, and Charles Whitman that Delco Western will be Condie's pump supplier and pump installation subcontractor.
- Delco Western has extensive drinking water pump supply, repair, and installation experience.
- The City and HAL have recent successful experience with Delco Western in the supply and installation of vertical turbine drinking water pumps.
- Delco Western meets State registration and contractor licensing requirements.
- In Condie's bid they indicate Apex Electrical or Double D Electrical will be their electrical subcontractor. Both have extensive experience in pump stations electrical and controls, and both meet the contractor licensing requirements.

It has been determined Condie is a responsible bidder and has met the qualifications requirement for the following reasons:

- a. Condie has completed many projects similar in size and complexity to the Booter 8 project.
- b. Condie has staff that have completed construction of pump stations.
- c. Condie's pump subcontractor has extensive experience in the supply, installation, and testing of municipal drinking water pumps.
- d. Condie's electrical subcontractor has extensive pump station electrical and controls experience.

SUMMARY: The low bidder, Condie, has been determined to be a “responsible” bidder. According to Section 00 21 13 Article 19, Condie Construction Co., LLC is therefore recommended as the “lowest responsive Bid” for award of the contract for the Booster 8 construction project.

We appreciate the opportunity of assisting you with this project.

Sincerely,
HANSEN, ALLEN & LUCE, INC.

A handwritten signature in blue ink that reads "Mark Atencio".

Mark Atencio, P.E.
Project Manager

A handwritten signature in blue ink that reads "Nathaniel Jones".

Nathaniel Jones, P.E.
Lead Design Engineer

Attachments: Bid Results

Saratoga Springs DW Booster Pump Sta #8

Bid Date: Nov 20, 2023

BID RESULTS

Item No.	Bid Item	Unit	Est Quant	Engineer's Opinion		Condie		Nelson Brothers		COP		Corrio		FX		Vancon	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization/Demobilization	LS	1	\$325,000	\$325,000	\$380,000	\$380,000	\$165,670	\$165,670	\$490,000	\$490,000	\$287,571	\$287,571	\$258,000	\$258,000	\$895,049	\$895,049
2	Construction Surveying	LS	1	\$27,000	\$27,000	\$12,500	\$12,500	\$13,250	\$13,250	\$12,000	\$12,000	\$16,397	\$16,397	\$26,800	\$26,800	\$35,000	\$35,000
3	QC & Testing Agency Services	LS	1	\$25,000	\$25,000	\$22,000	\$22,000	\$37,630	\$37,630	\$27,000	\$27,000	\$29,487	\$29,487	\$36,400	\$36,400	\$50,000	\$50,000
4	Prepare and Implement SWPPP	LS	1	\$22,000	\$22,000	\$15,000	\$15,000	\$58,040	\$58,040	\$30,000	\$30,000	\$11,178	\$11,178	\$21,400	\$21,400	\$35,000	\$35,000
5	Construct RMP "Customer to Install" Offsite Electrical Power Supply.	LS	1	\$168,500	\$168,500	\$154,750	\$154,750	\$119,804	\$119,804	\$175,000	\$175,000	\$197,711	\$197,711	\$265,100	\$265,100	\$165,000	\$165,000
6	Pay for RMP to Complete Onsite and Offsite Electrical Power Supply (Owner to pay directly)	LS	1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7	Replace Native Soils Under Pump Station with Structural Fill	LS	1	\$298,000	\$298,000	\$215,500	\$215,500	\$467,530	\$467,530	\$350,000	\$350,000	\$260,982	\$260,982	\$320,000	\$320,000	\$350,000	\$350,000
8	16" DIP Water Pipeline (Zone 2)	LF	426	\$263	\$112,038	\$242	\$103,092	\$614	\$261,564	\$470	\$200,220	\$471.6	\$200,893	\$520	\$221,520	\$500	\$213,000
9	24" DIP CL V + Water Pipelines (Zones 1 & 2)	LF	860	\$558	\$479,880	\$433	\$372,380	\$810	\$696,600	\$660	\$567,600	\$627.5	\$539,650	\$780	\$670,800	\$725	\$623,500
10	Air Valve Vault Assembly	LS	1	\$38,955	\$38,955	\$44,000	\$44,000	\$29,286	\$29,286	\$53,000	\$53,000	\$35,532.0	\$35,532	\$83,000	\$83,000	\$85,000	\$85,000
11	18" RCP CL V + 8" ADS N-12 Storm Drains	LF	234	\$166	\$38,844	\$120	\$28,080	\$168	\$39,312	\$210	\$49,140	\$185.59	\$43,428	\$130	\$30,420	\$200	\$46,800
12	Curb Inlet	EA	1	\$6,018	\$6,018	\$5,165	\$5,165	\$3,920	\$3,920	\$6,600	\$6,600	\$8,899	\$8,899	\$9,300	\$9,300	\$5,000	\$5,000
13	SDR Cleanout	EA	1	\$12,365	\$12,365	\$4,650	\$4,650	\$3,340	\$3,340	\$7,000	\$7,000	\$1,270	\$1,270	\$7,700	\$7,700	\$6,000	\$6,000
14	Not used	n/a	0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
15	Not used	n/a	0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
16	PVC Coated Chain Link Fence & Gates	LF	600	\$74	\$44,400	\$42	\$25,200	\$63	\$37,980	\$60	\$36,000	\$66.48	\$39,888	\$68	\$40,800	\$60	\$36,000
17	Curb and Gutter	LF	454	\$71	\$32,234	\$38	\$17,252	\$76.5	\$34,731	\$80	\$36,320	\$76.43	\$34,699	\$75	\$34,050	\$90	\$40,860
18	AC Paving: 4: AC over 12" UBC	SqYd	2,130	\$61	\$129,930	\$50.5	\$107,565	\$49	\$104,370	\$53	\$112,890	\$71.13	\$151,507	\$69	\$146,970	\$75	\$159,750
19	Not used	n/a	0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
20	Revegetated Unfenced Area	LS	1	\$0	\$0	\$15,000	\$15,000	\$4,080	\$4,080	\$60,000	\$60,000	\$28,651	\$28,651	\$31,300	\$31,300	\$20,000	\$20,000
21	1"-2" S Town Cobble Rock Surfacing	LS	1	\$49,312	\$49,312	\$33,750	\$33,750	\$20,970	\$20,970	\$37,000	\$37,000	\$46,123	\$46,123	\$44,000	\$44,000	\$45,000	\$45,000
22	2"-4" S Town Cobble Rock Surfacing	LS	1	\$0	\$0	\$2,500	\$2,500	\$2,960	\$2,960	\$2,900	\$2,900	\$3,649	\$3,649	\$7,200	\$7,200	\$2,500	\$2,500
23	3 Vertical Turbine Pumps and Motors	LS	1	\$440,000	\$440,000	\$248,000	\$248,000	\$259,710	\$259,710	\$307,000	\$307,000	\$414,448	\$414,448	\$315,400	\$315,400	\$400,000	\$400,000
24	Pump Station Piping Systems	LS	1	\$1,258,000	\$1,258,000	\$723,300	\$723,300	\$599,950	\$599,950	\$950,000	\$950,000	\$1,138,838	\$1,138,838	\$1,092,600	\$1,092,600	\$1,250,000	\$1,250,000
25	Pump Station Structure	LS	1	\$642,000	\$642,000	\$313,000	\$313,000	\$639,170	\$639,170	\$750,000	\$750,000	\$673,696	\$673,696	\$750,000	\$750,000	\$1,000,000	\$1,000,000
26	HVAC System	LS	1	\$205,248	\$205,248	\$200,000	\$200,000	\$182,240	\$182,240	\$200,000	\$200,000	\$196,238	\$196,238	\$234,400	\$234,400	\$150,000	\$150,000
27	Supply and Install Control Panels	LS	1	\$59,541	\$59,541	\$59,541	\$59,541	\$59,541	\$59,541	\$59,541	\$59,541	\$59,541	\$59,541	\$59,541	\$59,541	\$59,541	\$59,541
28	Elec & Control Systems (except 5, 6, 23, 26, 27, 29, 30)	LS	1	\$952,000	\$952,000	\$500,000	\$500,000	\$674,870	\$674,870	\$578,000	\$578,000	\$998,236	\$998,236	\$710,000	\$710,000	\$675,000	\$675,000
29	Surge Tank System	LS	1	\$337,000	\$337,000	\$222,455	\$222,455	\$189,920	\$189,920	\$235,000	\$235,000	\$227,665	\$227,665	\$276,400	\$276,400	\$200,000	\$200,000
30	Backup Electrical Generator System	LS	1	\$266,000	\$266,000	\$177,000	\$177,000	\$184,850	\$184,850	\$208,000	\$208,000	\$244,773	\$244,773	\$271,600	\$271,600	\$175,000	\$175,000
TOTAL BID				\$5,969,265		\$4,001,680		\$4,891,288		\$5,540,211		\$5,890,950		\$5,964,701		\$6,723,000	
				Engineer's Opinion		Condie		Nelson Brothers		COP		Corrio		FX		Vancon	
Total Reported in Bid						\$4,001,670		\$4,891,288		n/a		\$5,890,961		\$5,964,701		\$6,723,000	



City Council Staff Report

Author: Jeremy D. Lapin, Public Works Director

Subject: MVC Extension Project

Date: December 5, 2023

Type of Item: Resolution

Description: Contract Amendment

A. Topic:

This item is for the approval of contract amendments #32 for the MVC Extension Project which is a final balancing change order.

B. Background:

The City awarded the bid for the Project to Red Pine Construction on March 29, 2022 in the amount of \$18,020,207.20. The contractor has completed the project and has issued a final balancing change order.

C. Analysis:

The purpose of this Balancing Change Order is to revise the contract amount to reflect the final installed quantities based on actual field conditions and deductions from the contract for items not performed and/or required to complete the work. This change order also indicates the final contract amount.

D. Fiscal Impact:

The total change in contract amount with these change orders is \$111,031.66 therefore the new and Final Contract amount through CO #32 will be \$20,089,575.01. No budget amendment is necessary at this time.

E. Recommendation

Staff recommends the City Council approve Resolution R23-62 approving contract amendments #32 with Red Pine Construction.

Change Order

No. 32

Date of Issuance: 11/17/2023

Effective Date: 11/17/2023

Project: Foothill Blvd Extension	Owner: City of Saratoga Springs	Owner's Contract No.:
Contract: Foothill Blvd Extension - Lariat to Pony Express	Date of Contract: Apr-22	
Contractor: Red Pine Construction	Engineer's Project No.: 1005.2211	

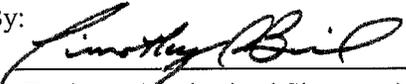
The Contract Documents are modified as follows upon execution of this Change Order:

Description:
This is the total of all the overruns and underruns on the project.
In addition, there were clerical errors in CO's no 20 and 25 and this brings the project amount to match the actual costs.
See attached price Sheets

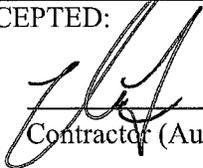
CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price: <p style="text-align: center;"><u>\$18,020,207.20</u></p>	Original Contract Times: Working days Calendar days X Substantial completion (days or date): 8/31/2023 Ready for final payment (days or date): 9/30/2023
Increase from previously approved Change Orders: original to 31 <p style="text-align: center;"><u>\$1,928,641.15</u></p>	[Increase] [Decrease] From previously approved Change Orders 0 to 17 Substantial completion (days): 212 Ready for final payment (days): 212
Contract Price prior to this Change Order: <p style="text-align: center;"><u>\$19,948,848.35</u></p>	Contract Times prior to this Change Order: Substantial completion (days or date): 5/15/2022 Ready for final payment (days or date): 6/15/2022
Increase of this Change Order: \$111,031.66 Correction due to clerical errors in Change Orders # 20 & 25 : \$29,695.00 Total Increase this Change Order <u>\$140,726.66</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): 16 Ready for final payment (days or date): 16
Contract Price incorporating this Change Order: <p style="text-align: center;"><u>\$20,089,575.01</u></p>	Contract Times with all approved Change Orders: Substantial completion (days or date): 5/31/2022 Ready for final payment (days or date): 7/1/2022

RECOMMENDED:
By: 
Engineer (Authorized Signature)

ACCEPTED:
By: _____
Owner (Authorized Signature)

ACCEPTED:
By: 
Contractor (Authorized Signature)

Date: 11/17/2023
Approved by Funding Agency (if applicable): _____

Date: _____

Date: 11-20-23

Date: _____



To: Saratoga Springs	Contact: Jeremy
Address: Saratoga Springs	Phone:
	Fax:
Project Name: Foothill Blvd Extension CO Final - Over And Unders	Bid Number:
Project Location:	Bid Date: 10/16/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
CO32 Over And Unders					
	Delineator Type 1	-8.00	EACH	\$100.00	(\$800.00)
	Pavement Marking Paint	-197.00	GAL	\$40.00	(\$7,880.00)
	24" Sewer	-140.00	LF	\$350.00	(\$49,000.00)
	20" PVC IRR	-72.00	LF	\$430.00	(\$30,960.00)
	Gas Relocation	-1.00	EACH	\$5,000.00	(\$5,000.00)
	Asphalt Soft Spot Repair	167.00	TON	\$225.00	\$37,575.00
	Untreated Base Course Soft Spot Repair	-34.00	CY	\$105.00	(\$3,570.00)
	Sampling Station	-1.00	EACH	\$6,520.00	(\$6,520.00)
	Gas Casing 12"	-1.00	EACH	\$6,320.00	(\$6,320.00)
	Power Casing 6"	-2.00	EACH	\$4,270.00	(\$8,540.00)
	Power Casing 4"	-4.00	EACH	\$2,475.00	(\$9,900.00)
	SMA 1/2"	-79.00	TON	\$125.00	(\$9,875.00)
	HMA 1/2"	2,027.57	TON	\$85.00	\$172,343.45
	Asphalt Mix/Smoothness Incentive	1.00	LS	\$39,478.21	\$39,478.21

Total Bid Price: \$111,031.66

Notes:

- Bid does not include permit fees, bonds, testing, or surveying.
- Bid does not include rock removal, winter conditions, dewatering, monuments, disposal of unknown elements or traffic control unless listed above.
- Water for compaction and dust control will be available on site free of charge.
- Bid is for items listed specifically above and is conditioned on acceptance of all items.
- Bid is based on current prices of materials and fuel. Any increases will be passed on to owner.
- All invoices shall be paid within 30 days of invoice date. All amounts not paid within the 30 days are subject to a 2% monthly interest charge for unpaid balances.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Red Pine Construction</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
---	--

Change Order

Date of Issuance: 1/26/2023

Effective Date: 1/26/2023

Project: Foothill Blvd Extension Project	Owner: City of Saratoga Springs	Owner's Contract No.:
Contract: Foothill Blvd Extension Project – Lariat to Pony Express Contract		Date of Contract: 04/2022
Contractor: Red Pine Construction		Engineer's Project No.: RD-334000725-2022

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Change order amount for pump station power. CO6 has been withdrawn.

CO20 Cost = CO20 Initial cost – CO6 Cost = \$38,425 – \$6,520 = \$31,905

Attachments (list documents supporting change):

See attached unit price cost proposal , CO6 (withdrawn)

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$18,020,207.20

Increase from previously approved Change Orders No. original to No. 19:

\$971,378.65

Contract Price prior to this Change Order:

\$18,991,585.85

Increase of this Change Order:

\$31,905.00

Contract Price incorporating this Change Order:

~~\$19,023,760.85~~ \$19,023,490.85

Original Contract Times: Working days Calendar days

Substantial completion (days or date): August 31, 2023

Ready for final payment (days or date): September 30, 2023

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0 days _____

Ready for final payment (days or date): 0 days _____

Contract Times with all approved Change Orders:

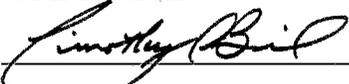
Substantial completion (days or date): August 31, 2023

Ready for final payment (days or date): September 30, 2023

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: 
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: 
Contractor (Authorized Signature)

Date: January 26, 2023

Date: _____

Date: 2-2-23

DOCUMENT 00 53 00
Change Order

No. 25

Date of Issuance: May 22, 2023 Effective Date: May 22, 2023

Project: Foothill Blvd Extension Project	Owner: City of Saratoga Springs	Owner's Contract No.:
Contract: Foothill Blvd Extension Project – Lariat to Pony Express Contract		Date of Contract: 04/2022
Contractor: Red Pine Construction		Engineer's Project No.: RD-334000725-2022

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Credit to the City because the cost of the Cathodic Protection of the steel casings for future utilities came in much lower than originally estimated by Red Pine Construction.

Attachments (list documents supporting change):

See attached unit price cost proposal

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$18,020,207.20

Increase from previously approved Change Orders No. original to No. 24:

\$1,052,453.65

Contract Price prior to this Change Order:

\$19,072,660.85

Increase of this Change Order:

~~-\$ 28,950.00~~ \$28,985.00

Original Contract Times: Working days Calendar days

Substantial completion (days or date): August 31, 2023

Ready for final payment (days or date): September 30, 2023

[Increase] [Decrease] from previously approved Change Orders No. Original to No. 22:

Substantial completion (days): 15

Ready for final payment (days): 15

Contract Times prior to this Change Order:

Substantial completion (days or date): September 15, 2023

Ready for final payment (days or date): October 15, 2023

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Price incorporating this Change Order: \$19,101,645.85

~~\$ 19,043,710.85~~ RECOMMENDED:

Contract Times with all approved Change Orders:

Substantial completion (days or date): September 15, 2023

Ready for final payment (days or date): October 15, 2023

By: [Signature]

Engineer (Authorized Signature)

Date: May 22, 2023

ACCEPTED:
By: [Signature]

Owner (Authorized Signature)

Date: 8/2/2023

ACCEPTED:
By: [Signature]

Contractor (Authorized Signature)

Date: 7-20-23

CO #	Original Contract Amount	Increase from Previous CO's	Contract Price Prior to this CO	Increase of this CO	Contract Price with this CO	COMMENTS
1	\$ 18,020,207.20	\$ -	\$ 18,020,207.20	\$ (27,000.00)	\$ 17,993,207.20	
2	\$ 18,020,207.20	\$ (27,000.00)	\$ 17,993,207.20	\$ 53,115.00	\$ 18,046,322.20	
3	\$ 18,020,207.20	\$ 26,115.00	\$ 18,046,322.20	\$ (36,272.15)	\$ 18,010,050.05	
4	\$ 18,020,207.20	\$ (10,157.15)	\$ 18,010,050.05	\$ 59,912.77	\$ 18,069,962.82	
5	\$ 18,020,207.20	\$ 49,755.62	\$ 18,069,962.82	\$ 146,450.00	\$ 18,216,412.82	
6	\$ 18,020,207.20	\$ 196,205.62	\$ 18,216,412.82	\$ 6,520.00	\$ 18,222,932.82	
7	\$ 18,020,207.20	\$ 202,725.62	\$ 18,222,932.82	\$ 2,750.00	\$ 18,225,682.82	
8	\$ 18,020,207.20	\$ 205,475.62	\$ 18,225,682.82	\$ 21,491.00	\$ 18,247,173.82	
9	\$ 18,020,207.20	\$ 226,966.62	\$ 18,247,173.82	\$ 20,419.00	\$ 18,267,592.82	
10	\$ 18,020,207.20	\$ 247,385.62	\$ 18,267,592.82	\$ 68,646.00	\$ 18,336,238.82	
11	\$ 18,020,207.20	\$ 316,031.62	\$ 18,336,238.82	\$ 29,341.00	\$ 18,365,579.82	
12	\$ 18,020,207.20	\$ 345,372.62	\$ 18,365,579.82	\$ 759.00	\$ 18,366,338.82	
13	\$ 18,020,207.20	\$ 346,131.62	\$ 18,366,338.82	\$ 497,750.00	\$ 18,864,088.82	
14	\$ 18,020,207.20	\$ 843,881.62	\$ 18,864,088.82	\$ 3,900.60	\$ 18,867,989.42	
15	\$ 18,020,207.20	\$ 847,782.22	\$ 18,867,989.42	\$ 34,526.20	\$ 18,902,515.62	
16	\$ 18,020,207.20	\$ 882,308.42	\$ 18,902,515.62	\$ 6,225.00	\$ 18,908,740.62	
17	\$ 18,020,207.20	\$ 888,533.42	\$ 18,908,740.62	\$ 51,345.23	\$ 18,960,085.85	
18	\$ 18,020,207.20	\$ 939,878.65	\$ 18,960,085.85	\$ 26,400.00	\$ 18,986,485.85	
19	\$ 18,020,207.20	\$ 966,278.65	\$ 18,986,485.85	\$ 5,100.00	\$ 18,991,585.85	
20	\$ 18,020,207.20	\$ 971,378.65	\$ 18,991,585.85	\$ 31,905.00	\$ 19,023,490.85	CO Contract total is \$19,023,760.85
21	\$ 18,020,207.20	\$ 1,003,283.65	\$ 19,023,490.85	\$ 5,145.00	\$ 19,028,635.85	
22	\$ 18,020,207.20	\$ 1,008,428.65	\$ 19,028,635.85	\$ -	\$ 19,028,635.85	Time Extension
23	\$ 18,020,207.20	\$ 1,008,428.65	\$ 19,028,635.85	\$ 22,905.00	\$ 19,051,540.85	
24	\$ 18,020,207.20	\$ 1,031,333.65	\$ 19,051,540.85	\$ 50,850.00	\$ 19,102,390.85	
25	\$ 18,020,207.20	\$ 1,082,183.65	\$ 19,102,390.85	\$ (28,985.00)	\$ 19,073,405.85	CO Contract total is \$19,043,710.85. CO 25 says -\$28,950.00 and should have been for -\$28,985.00
26	\$ 18,020,207.20	\$ 1,053,198.65	\$ 19,073,405.85	\$ 722,683.50	\$ 19,796,089.35	
27	\$ 18,020,207.20	\$ 1,775,882.15	\$ 19,796,089.35	\$ 19,800.00	\$ 19,815,889.35	
28	\$ 18,020,207.20	\$ 1,795,682.15	\$ 19,815,889.35	\$ 10,614.00	\$ 19,826,503.35	
29	\$ 18,020,207.20	\$ 1,806,296.15	\$ 19,826,503.35	\$ 143,115.00	\$ 19,969,618.35	
30	\$ 18,020,207.20	\$ 1,949,411.15	\$ 19,969,618.35	\$ -	\$ 19,969,618.35	Contract change for additional HMA thickness
31	\$ 18,020,207.20	\$ 1,949,411.15	\$ 19,969,618.35	\$ 8,925.00	\$ 19,978,543.35	
32	\$ 18,020,207.20	\$ 1,958,336.15	\$ 19,978,543.35	\$ 111,031.66	\$ 20,089,575.01	
				\$ 2,069,367.81		Project Total with all CO's
				\$ 111,031.66		Amount of Last CO
				\$ 1,958,336.15		Total Increase up to CO 31
				\$ 1,928,641.15		Total Increase up to CO 31 shown in CO 31 document \$1,919,716.15 + \$8,925.00 = \$1,928,641.15
				\$ 29,695.00		Difference, to add to total Change Order Increase to account for clerical errors

RESOLUTION NO. R23-62 (12-5-23)

**A RESOLUTION APPROVING CONTRACT MODIFICATION #32
WITH RED PINE CONSTRUCTION FOR THE FOOTHILL BLVD
EXTENSION PROJECT**

WHEREAS, in 2022 the City awarded contract to Red Pine Construction for the Foothill Boulevard Extension Project; and

WHEREAS, the City Council of the City of Saratoga Spring has found it necessary for Red Pine Construction to provide additional work and services for the Project; and

WHEREAS, the City of Saratoga Springs requested and was provided a cost for services as itemized in the scope and fee modifications C.O.#32 in the amount of \$111,031.66; and

WHEREAS, a City committee reviewed the modified scope of work and costs for services submitted for the Foothill Boulevard Extension Project by Red Pine Construction; and

WHEREAS, the City Council has determined that the proposed project is in the best interest of the public, will further the public health, safety, and welfare, and will assist in the efficient administration of City government and public services.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SARATOGA SPRINGS, UTAH, THAT:

The City of Saratoga Springs does hereby approve the modified scope of work and costs for additional work and services submitted for the Foothill Boulevard Extension Project by Red Pine Construction in the amount of \$111,031.66 for Contract Amendment, C.O. #32.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon passage.

APPROVED AND ADOPTED this 5th day of December, 2023.

Mayor Jim Miller

ATTEST:

Cindy LoPiccolo, City Recorder

Change Order

No. 32

Date of Issuance: 11/17/2023

Effective Date: 11/17/2023

Project: Foothill Blvd Extension	Owner: City of Saratoga Springs	Owner's Contract No.:
Contract: Foothill Blvd Extension - Lariat to Pony Express	Date of Contract: Apr-22	
Contractor: Red Pine Construction	Engineer's Project No.: 1005.2211	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
This is the total of all the overruns and underruns on the project.
In addition, there were clerical errors in CO's no 20 and 25 and this brings the project amount to match the actual costs.
See attached price Sheets

CHANGE IN CONTRACT PRICE:

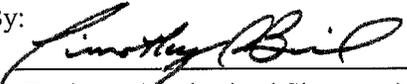
CHANGE IN CONTRACT TIMES:

Original Contract Price: <p style="text-align: center;"><u>\$18,020,207.20</u></p>	Original Contract Times: Working days Calendar days X Substantial completion (days or date): 8/31/2023 Ready for final payment (days or date): 9/30/2023
Increase from previously approved Change Orders: original to 31 <p style="text-align: center;"><u>\$1,928,641.15</u></p>	[Increase] [Decrease] From previously approved Change Orders 0 to 17 Substantial completion (days): 212 Ready for final payment (days): 212
Contract Price prior to this Change Order: <p style="text-align: center;"><u>\$19,948,848.35</u></p>	Contract Times prior to this Change Order: Substantial completion (days or date): 5/15/2022 Ready for final payment (days or date): 6/15/2022
Increase of this Change Order: \$111,031.66 Correction due to clerical errors in Change Orders # 20 & 25 : \$29,695.00 Total Increase this Change Order <u>\$140,726.66</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): 16 Ready for final payment (days or date): 16
Contract Price incorporating this Change Order: <p style="text-align: center;"><u>\$20,089,575.01</u></p>	Contract Times with all approved Change Orders: Substantial completion (days or date): 5/31/2022 Ready for final payment (days or date): 7/1/2022

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: 
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: 
Contractor (Authorized Signature)

Date: 11/17/2023

Date: _____

Date: 11-20-23

Approved by Funding Agency (if applicable): _____

Date: _____



To: Saratoga Springs	Contact: Jeremy
Address: Saratoga Springs	Phone:
	Fax:
Project Name: Foothill Blvd Extension CO Final - Over And Unders	Bid Number:
Project Location:	Bid Date: 10/16/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
CO32 Over And Unders					
	Delineator Type 1	-8.00	EACH	\$100.00	(\$800.00)
	Pavement Marking Paint	-197.00	GAL	\$40.00	(\$7,880.00)
	24" Sewer	-140.00	LF	\$350.00	(\$49,000.00)
	20" PVC IRR	-72.00	LF	\$430.00	(\$30,960.00)
	Gas Relocation	-1.00	EACH	\$5,000.00	(\$5,000.00)
	Asphalt Soft Spot Repair	167.00	TON	\$225.00	\$37,575.00
	Untreated Base Course Soft Spot Repair	-34.00	CY	\$105.00	(\$3,570.00)
	Sampling Station	-1.00	EACH	\$6,520.00	(\$6,520.00)
	Gas Casing 12"	-1.00	EACH	\$6,320.00	(\$6,320.00)
	Power Casing 6"	-2.00	EACH	\$4,270.00	(\$8,540.00)
	Power Casing 4"	-4.00	EACH	\$2,475.00	(\$9,900.00)
	SMA 1/2"	-79.00	TON	\$125.00	(\$9,875.00)
	HMA 1/2"	2,027.57	TON	\$85.00	\$172,343.45
	Asphalt Mix/Smoothness Incentive	1.00	LS	\$39,478.21	\$39,478.21

Total Bid Price: \$111,031.66

Notes:

- Bid does not include permit fees, bonds, testing, or suveying.
- Bid does not include rock removal, winter conditions, dewatering, monuments, disposal of unknown elements or traffic control unless listed above.
- Water for compaction and dust control will be available on site free of charge.
- Bid is for items listed specifically above and is conditioned on acceptance of all items.
- Bid is based on current prices of materials and fuel. Any increases will be passed on to owner.
- All invoices shall be paid within 30 days of invoice date. All amounts not paid within the 30 days are subject to a 2% monthly interest charge for unpaid balances.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Red Pine Construction</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
---	--

Change Order

Date of Issuance: 1/26/2023

Effective Date: 1/26/2023

Project: Foothill Blvd Extension Project	Owner: City of Saratoga Springs	Owner's Contract No.:
Contract: Foothill Blvd Extension Project – Lariat to Pony Express Contract		Date of Contract: 04/2022
Contractor: Red Pine Construction		Engineer's Project No.: RD-334000725-2022

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Change order amount for pump station power. CO6 has been withdrawn.

CO20 Cost = CO20 Initial cost – CO6 Cost = \$38,425 – \$6,520 = \$31,905

Attachments (list documents supporting change):

See attached unit price cost proposal , CO6 (withdrawn)

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$18,020,207.20

Increase from previously approved Change Orders No. original to No. 19:

\$971,378.65

Contract Price prior to this Change Order:

\$18,991,585.85

Increase of this Change Order:

\$31,905.00

Contract Price incorporating this Change Order:

~~\$19,023,760.85~~ \$19,023,490.85

Original Contract Times: Working days Calendar days

Substantial completion (days or date): August 31, 2023

Ready for final payment (days or date): September 30, 2023

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0 days _____

Ready for final payment (days or date): 0 days _____

Contract Times with all approved Change Orders:

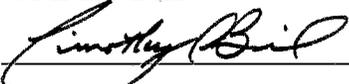
Substantial completion (days or date): August 31, 2023

Ready for final payment (days or date): September 30, 2023

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: 
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: 
Contractor (Authorized Signature)

Date: January 26, 2023

Date: _____

Date: 2-2-23

DOCUMENT 00 53 00
Change Order

No. 25

Date of Issuance: May 22, 2023 Effective Date: May 22, 2023

Project: Foothill Blvd Extension Project	Owner: City of Saratoga Springs	Owner's Contract No.:
Contract: Foothill Blvd Extension Project – Lariat to Pony Express Contract		Date of Contract: 04/2022
Contractor: Red Pine Construction		Engineer's Project No.: RD-334000725-2022

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Credit to the City because the cost of the Cathodic Protection of the steel casings for future utilities came in much lower than originally estimated by Red Pine Construction.

Attachments (list documents supporting change):

See attached unit price cost proposal

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$18,020,207.20

Increase from previously approved Change Orders No. original to No. 24:

\$1,052,453.65

Contract Price prior to this Change Order:

\$19,072,660.85

Increase of this Change Order:

~~-\$ 28,950.00~~ \$28,985.00

Original Contract Times: Working days Calendar days

Substantial completion (days or date): August 31, 2023

Ready for final payment (days or date): September 30, 2023

[Increase] [Decrease] from previously approved Change Orders No. Original to No. 22:

Substantial completion (days): 15

Ready for final payment (days): 15

Contract Times prior to this Change Order:

Substantial completion (days or date): September 15, 2023

Ready for final payment (days or date): October 15, 2023

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Price incorporating this Change Order: \$19,101,645.85

~~\$ 19,043,710.85~~ RECOMMENDED:

Contract Times with all approved Change Orders:

Substantial completion (days or date): September 15, 2023

Ready for final payment (days or date): October 15, 2023

By: [Signature]

Engineer (Authorized Signature)

Date: May 22, 2023

ACCEPTED:
By: [Signature]

Owner (Authorized Signature)

Date: 8/2/2023

ACCEPTED:
By: [Signature]

Contractor (Authorized Signature)

Date: 7-20-23

CO #	Original Contract Amount	Increase from Previous CO's	Contract Price Prior to this CO	Increase of this CO	Contract Price with this CO	COMMENTS
1	\$ 18,020,207.20	\$ -	\$ 18,020,207.20	\$ (27,000.00)	\$ 17,993,207.20	
2	\$ 18,020,207.20	\$ (27,000.00)	\$ 17,993,207.20	\$ 53,115.00	\$ 18,046,322.20	
3	\$ 18,020,207.20	\$ 26,115.00	\$ 18,046,322.20	\$ (36,272.15)	\$ 18,010,050.05	
4	\$ 18,020,207.20	\$ (10,157.15)	\$ 18,010,050.05	\$ 59,912.77	\$ 18,069,962.82	
5	\$ 18,020,207.20	\$ 49,755.62	\$ 18,069,962.82	\$ 146,450.00	\$ 18,216,412.82	
6	\$ 18,020,207.20	\$ 196,205.62	\$ 18,216,412.82	\$ 6,520.00	\$ 18,222,932.82	
7	\$ 18,020,207.20	\$ 202,725.62	\$ 18,222,932.82	\$ 2,750.00	\$ 18,225,682.82	
8	\$ 18,020,207.20	\$ 205,475.62	\$ 18,225,682.82	\$ 21,491.00	\$ 18,247,173.82	
9	\$ 18,020,207.20	\$ 226,966.62	\$ 18,247,173.82	\$ 20,419.00	\$ 18,267,592.82	
10	\$ 18,020,207.20	\$ 247,385.62	\$ 18,267,592.82	\$ 68,646.00	\$ 18,336,238.82	
11	\$ 18,020,207.20	\$ 316,031.62	\$ 18,336,238.82	\$ 29,341.00	\$ 18,365,579.82	
12	\$ 18,020,207.20	\$ 345,372.62	\$ 18,365,579.82	\$ 759.00	\$ 18,366,338.82	
13	\$ 18,020,207.20	\$ 346,131.62	\$ 18,366,338.82	\$ 497,750.00	\$ 18,864,088.82	
14	\$ 18,020,207.20	\$ 843,881.62	\$ 18,864,088.82	\$ 3,900.60	\$ 18,867,989.42	
15	\$ 18,020,207.20	\$ 847,782.22	\$ 18,867,989.42	\$ 34,526.20	\$ 18,902,515.62	
16	\$ 18,020,207.20	\$ 882,308.42	\$ 18,902,515.62	\$ 6,225.00	\$ 18,908,740.62	
17	\$ 18,020,207.20	\$ 888,533.42	\$ 18,908,740.62	\$ 51,345.23	\$ 18,960,085.85	
18	\$ 18,020,207.20	\$ 939,878.65	\$ 18,960,085.85	\$ 26,400.00	\$ 18,986,485.85	
19	\$ 18,020,207.20	\$ 966,278.65	\$ 18,986,485.85	\$ 5,100.00	\$ 18,991,585.85	
20	\$ 18,020,207.20	\$ 971,378.65	\$ 18,991,585.85	\$ 31,905.00	\$ 19,023,490.85	CO Contract total is \$19,023,760.85
21	\$ 18,020,207.20	\$ 1,003,283.65	\$ 19,023,490.85	\$ 5,145.00	\$ 19,028,635.85	
22	\$ 18,020,207.20	\$ 1,008,428.65	\$ 19,028,635.85	\$ -	\$ 19,028,635.85	Time Extension
23	\$ 18,020,207.20	\$ 1,008,428.65	\$ 19,028,635.85	\$ 22,905.00	\$ 19,051,540.85	
24	\$ 18,020,207.20	\$ 1,031,333.65	\$ 19,051,540.85	\$ 50,850.00	\$ 19,102,390.85	
25	\$ 18,020,207.20	\$ 1,082,183.65	\$ 19,102,390.85	\$ (28,985.00)	\$ 19,073,405.85	CO Contract total is \$19,043,710.85. CO 25 says -\$28,950.00 and should have been for -\$28,985.00
26	\$ 18,020,207.20	\$ 1,053,198.65	\$ 19,073,405.85	\$ 722,683.50	\$ 19,796,089.35	
27	\$ 18,020,207.20	\$ 1,775,882.15	\$ 19,796,089.35	\$ 19,800.00	\$ 19,815,889.35	
28	\$ 18,020,207.20	\$ 1,795,682.15	\$ 19,815,889.35	\$ 10,614.00	\$ 19,826,503.35	
29	\$ 18,020,207.20	\$ 1,806,296.15	\$ 19,826,503.35	\$ 143,115.00	\$ 19,969,618.35	
30	\$ 18,020,207.20	\$ 1,949,411.15	\$ 19,969,618.35	\$ -	\$ 19,969,618.35	Contract change for additional HMA thickness
31	\$ 18,020,207.20	\$ 1,949,411.15	\$ 19,969,618.35	\$ 8,925.00	\$ 19,978,543.35	
32	\$ 18,020,207.20	\$ 1,958,336.15	\$ 19,978,543.35	\$ 111,031.66	\$ 20,089,575.01	
				\$ 2,069,367.81		Project Total with all CO's
				\$ 111,031.66		Amount of Last CO
				\$ 1,958,336.15		Total Increase up to CO 31
				\$ 1,928,641.15		Total Increase up to CO 31 shown in CO 31 document \$1,919,716.15 + \$8,925.00 = \$1,928,641.15
				\$ 29,695.00		Difference, to add to total Change Order Increase to account for clerical errors



MINUTES – CITY COUNCIL MEETING

Tuesday, November 7, 2023

City of Saratoga Springs

City of Saratoga Springs City Offices

1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

City Council Work Session

Present Mayor Jim Miller, Council Members Christopher Carn, Stephen Willden, Ryan Poduska (electronically), Chris Porter, and Michael McOmber

Absent

Staff Present Assistant City Manager Owen Jackson, City Manager Mark Christensen (electronically), Community Development Director Ken Young, City Attorney Kevin Thurman, Planning Director Sarah Carroll, Senior Planner Tippe Morlan, Public Relations AnnElise Harrison, and Deputy City Recorder Kayla Moss

- 1. Quailhill-Fairfield Road Traffic Study.** Ivan with Avenue Consultants presented the traffic study findings to the City Council. The highest of the average speeds in the area was 21 miles per hour. The 85th percentile speed was at 25 miles per hour or less. Based on that they don't see much of a speeding problem there. There is about 1,200 pass through trips in the subdivision per day. Speed management would not help the issues since there isn't a significant enough speeding issue. They looked at a few near-term options to try and fix issues. The next option would be to close the connection between midland drive and Fairfield Road. This would slow everyone's commute times significantly and could cause possible traffic issues. So you would be solving one problem but then creating another problem. The next proposed idea is putting a connection between Stone Gate Drive and Fairfield Road. This could calm some traffic for the current residents but then would be redistributed to other roads and those neighbors would see significant increase. The next option looked at was closing roadway segments on Quailhill Road and Stone Gate Drive. This would redistribute local traffic and may discourage some pass through traffic. Stone Gate Drive would almost double the amount of traffic they have currently, however. Option 5 they looked at would be to make Foothill Boulevard and Fairfield Road to a Right In/Right Out. This would impact traffic significantly. Similar to closing it all together it would be solving one problem and creating another one. Option number 6 would be to create a dual southbound left turn lane on Mount Saratoga Boulevard. This would involve some engineering of the road. It could have potential to help the road but more analysis would need to be done. The last option they looked at was to place pedestrian crosswalks on Quailhill Road.

Council Member Chris Porter arrived at the meeting at 6:29 pm during this item of discussion.

It was determined that there were limited locations to be able to cross Quailhill and the benefit would be very modest because the speed issue is limited. They then analyzed short-term fixes when Mount Saratoga Boulevard connects to SR-73. The local traffic would probably stay the same but the pass through traffic should be reduced when the connection is completed. Medium-Term projections looked at the build out projections when Mount Saratoga Boulevard connects to SR-73 and is connected to Talus Ridge Drive.

The council discussed that it seems like there are good viable solutions coming in the next year or two but nothing that is sooner than that. There is a light at the end of the tunnel but not

49 much can be done sooner than that. They also asked to place a new road on the transportation
50 master plan that a developer would be required to construct when they develop the property.
51

52 **2. Stevenett Development Rezone.** Planning Director Sarah Carroll presented this development to
53 the City Council. The main things they want to discuss are what uses the Council would like to
54 allow in this development in their development agreement. The City Council discussed what
55 they don't want to see in this development and the developer was willing to remove those from
56 the development agreement.
57

58 **City Council Policy Meeting**

59
60 **Call to Order:** Mayor Jim Miller called the meeting to order at 7:02 p.m.
61

62 **Roll Call:**

63 Present Mayor Jim Miller, Council Members Christopher Carn, Stephen Willden, Ryan Poduska
64 (electronically), Chris Porter, and Michael McOmber

65 Staff Present City Manager Mark Christensen, Community Development Director Ken Young,
66 Assistant City Manager Owen Jackson, City Attorney Kevin Thurman, Planning Director
67 Sarah Carroll, Planner Sam Stout, Senior Planner Gina Grandpre, and Deputy City
68 Recorder Kayla Moss
69

70 Invocation: Council Member Willden

71 Pledge of Allegiance: Council Member Carn
72

73 **Public Input:** Eric Barland, a resident that lives on Fairfield Road is concerned about his area in Lexington
74 Green. He feels like there are many people speeding on Fairfield Road. He gets that roads can't be closed
75 but he would like to address the speed issues on Fairfield Road. His nephew was almost hit on Halloween
76 and he has major concerns. A stop sign was put in that did help reduce speed but many people still run
77 that stop sign and he asked that more be put in.
78

79 **Reports:** Mayor Jim Miller mentioned that IHC did their ribbon cutting on the emergency department that
80 is opening next week. The surgery center will also open in December. He's excited for the addition to the
81 community.
82

83 Council Member Carn advised the Utah Lake Authority Director resigned. They are in the process of
84 replacing him.
85

86 **CONSENT ITEMS:**

87
88 **1. City Council Meeting Minutes: October 17, 2023.**
89

90 Motion by Council Member Willden to approve Consent Item seconded by Council Member Carn.

91 Vote:

92 Council Member Chris Carn Yes

93 Council Member Chris Porter Yes

94 Council Member Ryan Poduska Yes

95 Council Member Stephen Willden Yes

96 Council Member Michael McOmber Yes

97 Motion carried 5-0.
98

99 **BUSINESS ITEMS:**

100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148

- 1. **FY 2023-2024 First Quarter Financial Update.** Finance Director Chelese Rawlings presented the first quarter financial update to the council. The city is up in terms of revenue compared to last year. Everything is on track.
- 2. **Code Amendment: Title 19, Sections 19.02.02, 19.04.06, 19.04.08, 19.12.02, 19.12.03, 19.12.09, 19.13.04, Subdivision Review Processes, City-Initiated, City-Wide; Ord. 23-37 (11-7-23).** Planning Director Carroll presented this code amendment to the City Council. Most of these changes are to come into compliance with changes made with the Utah Land Use, Development and Management Act (LUDMA). They updated processing times for plan reviews. These State code updates required the City to update our code.

Motion by Council Member McOmber to approve Code Amendment: Title 19, Sections 19.02.02, 19.04.06, 19.04.08, 19.12.02, 19.12.03, 19.12.09, 19.13.04, Subdivision Review Processes, City-Initiated, City-Wide; Ord. 23-37 (11-7-23) with any staff findings and conditions seconded by Council Member Willden.

Vote:

<u>Council Member Chris Carn</u>	<u>Yes</u>
<u>Council Member Chris Porter</u>	<u>Yes</u>
<u>Council Member Ryan Poduska</u>	<u>Yes</u>
<u>Council Member Stephen Willden</u>	<u>Yes</u>
<u>Council Member Michael McOmber</u>	<u>Yes</u>

Motion carried 5-0.

- 3. **Code Amendment: Title 19.13.04, Camp Williams Noticing Requirement, City-Initiated, Citywide; Ordinance 23-38 (11-7-23).** Senior Planner Tippe Morlan presented this code amendment to the Council. State Code was updated saying that the office of military and veterans affairs needs to be notified if any land use zoning is changed within 5,000 feet of Camp Williams.

Motion by Council Member Porter to approve Code Amendment: Title 19.13.04, Camp Williams Noticing Requirement, City-Initiated, Citywide; Ordinance 23-38 (11-7-23) seconded by Council Member McOmber.

Vote:

<u>Council Member Chris Carn</u>	<u>Yes</u>
<u>Council Member Chris Porter</u>	<u>Yes</u>
<u>Council Member Ryan Poduska</u>	<u>Yes</u>
<u>Council Member Stephen Willden</u>	<u>Yes</u>
<u>Council Member Michael McOmber</u>	<u>Yes</u>

Motion carried 5-0.

- 4. **Code Amendment: Title 18 Building and Construction, Building and Fire Code Amendments, City-Initiated, Citywide; Ordinance 23-39 (11-7-23).**

Motion by Council Member Carn to approve Code Amendment: Title 18 Building and Construction, Building and Fire Code Amendments, City-Initiated, Citywide; Ordinance 23-39 (11-7-23) seconded by Council Member Willden.

Vote:

<u>Council Member Chris Carn</u>	<u>Yes</u>
<u>Council Member Chris Porter</u>	<u>Yes</u>

149 Council Member Ryan Poduska Yes
150 Council Member Stephen Willden Yes
151 Council Member Michael McOmber Yes
152 Motion carried 5-0.

153
154 **5. Code Amendment: Title 18.02 Flood Damage Prevention, City-Initiated, Citywide; Ordinance**
155 **23-40 (11-7-23).** Public Works Director Jeremy Lapin advised the state is going through and
156 updating Flood Damage Prevention measures. They are looking at wave patterns and other
157 things in regards to flooding. This updates our code to follow the State.

158
159 Motion by Council Member McOmber to approve Code Amendment: Title 18.02 Flood Damage
160 Prevention, City-Initiated, Citywide; Ordinance 23-40 (11-7-23) seconded by Council Member Carn.

161 Vote:
162 Council Member Chris Carn Yes
163 Council Member Chris Porter Yes
164 Council Member Ryan Poduska Yes
165 Council Member Stephen Willden Yes
166 Council Member Michael McOmber Yes
167 Motion carried 5-0.

168
169 **6. Personnel Policies and Procedures Manual Updates; Ordinance 23-41 (11-7-23).** Assistant City
170 Manager Owen Jackson advised they updated fire employee holiday payout, step plans for the
171 police department, and process for termination of employees.

172
173 Motion by Council Member Porter to approve Personnel Policies and Procedures Manual Updates;
174 Ordinance 23-41 (11-7-23) with any staff findings and conditions seconded by Council Member McOmber.

175 Vote:
176 Council Member Chris Carn Yes
177 Council Member Chris Porter Yes
178 Council Member Ryan Poduska Yes
179 Council Member Stephen Willden Yes
180 Council Member Michael McOmber Yes
181 Motion carried 5-0.

182
183 **7. Sewer Capacity Allocation and Reservation Policy Amendment; Ordinance 23-42 (11-7-23).**
184 City Attorney Kevin Thurman advised that this allows the City to allow horizontal construction
185 and improvement when the City is in yellow status. It would also allow the City to not approve
186 plats until the sewer capacity issues are resolved.

187
188 Motion by Council Member Carn to approve Sewer Capacity Allocation and Reservation Policy
189 Amendment; Ordinance 23-42 (11-7-23) with the amended change of eliminating the change to the
190 priority table in the City Council packet seconded by Council Member Willden.

191 Vote:
192 Council Member Chris Carn Yes
193 Council Member Chris Porter Yes
194 Council Member Ryan Poduska Yes
195 Council Member Stephen Willden Yes
196 Council Member Michael McOmber Yes
197 Motion carried 5-0.

198

199 **ADJOURNMENT:**
200 There being no further business, Mayor Miller adjourned the meeting at 7:32 p.m.
201
202 _____
203 Jim Miller, Mayor
204
205 Attest:
206
207 _____
208 Cindy LoPiccolo, City Recorder
209 Approved:
210

DRAFT



Staff Report - Meeting

Author: AnnElise Harrison
Department: Public Relations and Community Outreach
Subject: Healthy Utah Designation
Date: December 5, 2023
Type of Item: Discussion Item

Introduction:

While attending ULCT events, staff saw cities being awarded the designation. When the requirements were reviewed it became apparent that we were already meeting most of them. Staff would like to apply for the Healthy Utah Community designation. This will show the City's commitment to helping residents access resources for active living, healthy food, and mental health.

Background:

The City has met the following criteria in the three required categories of health.

- a. Active Living - Connecting trail systems and our social media campaign to promote recreation along the Jordan River and Jordan River trail.
- b. Healthy Living - Code 19.05.06 – allowing Chickens and the Westlake Food Pantry
- c. Mental Health – CTC mental health campaign on social media and police and fire conduct annual trainings on dealing with mental health issues.

Once awarded the designation the city will form a Healthy Saratoga Springs coalition that will meet quarterly to set new goals in these three areas to be completed over the next three years. At that time the City will submit to renew their designation based on meeting the goals determined by the coalition. We have found members to sit on the coalition from the following sectors, City staff, schools and members of the community.

Budget Impact:

This program should not have any impact on the budget.

Department Review:

City Management, Public Relations and Community Outreach feel this will demonstrate to our residents that that healthy living is a focus of the council and staff.

Alternatives:

Approve the Request: a. Staff recommends that the City Council approve the request. Sign the attached letter needed for the application to be submitted in January after the first meeting of the coalition.

b. Staff recommends that the City Council approve the request and assign a member of the council to sit on the coalition. Sign the attached letter needed for the application to be submitted in January after the first meeting of the coalition.

Deny the Request: The City Council could deny the request and not approve the formation of a Healthy Saratoga Springs coalition.

Continue the Item: The City Council could continue the request until a later date and time. Applications for the designation are due in March, so we would need a determination near the first of the year.

Recommendation:

Staff recommends approval of applying for the designation and forming a Healthy Saratoga Springs coalition.

Attachments:

Letter needed for the application
Resolution



December 5, 2023

City of Saratoga Springs
1307 N Commerce Dr
Saratoga Springs, UT 84045

Dear Get Healthy Utah and the Utah League of Cities and Towns,
Thank you for the opportunity to apply for the Healthy Utah Community designation. It is with great pleasure that I submit Saratoga Springs as a qualified candidate. As the Mayor and City Council, we understand that health is foundational to a high quality of life. We are committed to promoting community health and providing all residents with the opportunity to live well. In preparation for applying for the designation, Saratoga Springs has made great strides in ensuring that every resident has access to healthy food, mental health resources, and opportunities to be physically active. To qualify as a Healthy Utah Community, Saratoga Springs has accomplished the following:

1. Active living

- a. Extended the trail from 1200 North to Pioneer Crossing. This links a northern trail system with a trail system in the central part of the city. Providing trail access to both the Mountain Bike Park and Neptune Park and other areas in the central part of the City.
- b. Our annual Get to the River Campaign promotes physical activity along the Jordan River and the Jordan River Trail.

2. Access To Healthy food

- a. Code 19.05.06 states that residents may keep chickens on their property subject to the requirements of the code.
- b. Westlake High School provides a food pantry to benefit residents and their families.

3. Mental Health

- a. Communities that Care runs a social media campaign every May that brings awareness to mental health issues to help destigmatize mental health.
- b. Saratoga Springs Police and fire departments hold annual trainings on mental health crisis and suicide prevention.

Moving forward, Saratoga Springs has every intention to continue prioritizing health in our community and government processes. We commit to addressing health equity by seeking out further opportunities to address health needs in our community, particularly among the most vulnerable. We look forward to

fulfilling our 3-year community health plan. As the elected leadership of our community, we understand that decisions made by local government have the potential to improve lives and community well-being. We are excited and committed to uphold health as a key priority during our administration and leadership.

Sincerely,

Jim Miller
Mayor

Michael McOmber
Mayor Pro Tempore

RESOLUTION R23-63 (12-5-23)

**A RESOLUTION OF THE CITY OF SARATOGA
SPRINGS, UTAH AUTHORIZING “HEALTHY
UTAH COMMUNITY” DESIGNATION**

WHEREAS, Get Healthy Utah and the Utah League of Cities and Towns have created the “Healthy Utah Community” designation program (“designation”) to recognize communities in Utah that do an exemplary job of implementing evidence-based strategies to improve community health; and

WHEREAS, the requirements to qualify for this designation include signing a Letter of Commitment, identifying health strategies, establishing a health coalition, and developing a community health plan; and

WHEREAS, the health, welfare, and safety of the residents of the City of Saratoga Springs is important to the City Council and the City has already implemented many programs and strategies supporting this designation; and

WHEREAS, the City Council desires to have the City be designated and recognized as a “Healthy Utah Community;” and

WHEREAS, a copy of the City Council’s Letter of Commitment is attached hereto as Exhibit A and incorporated herein by reference;

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF
THE CITY OF SARATOGA SPRINGS, UTAH, THAT:**

1. The City Council hereby agrees to submit a signed Letter of Commitment and meet the requirements to qualify for designation as a “Healthy Utah Community.”
2. The City Council hereby authorizes and directs City staff to implement this resolution by complying with the requirements to receive designation and recognition as a “Healthy Utah Community.”

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon passage.

Passed this 5th day of December, 2023.

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

EXHIBIT A

RESOLUTION R23-64 (12-5-23)

**A RESOLUTION OF THE CITY OF SARATOGA
SPRINGS, UTAH REQUESTING RE-
CERTIFICATION OF THE SARATOGA SPRINGS
JUSTICE COURT**

WHEREAS, the provisions of Utah Code § 78A-7-103 require that Justice Courts be recertified at the end of each four-year term; and

WHEREAS, the term of the present Court shall expire on the 31st day of January 2024; and

WHEREAS, the members of the Saratoga Springs City Council have received an opinion letter from Kevin S. Thurman, City Attorney, which sets forth the requirements for the operation of a Justice Court and feasibility of continuing to maintain the same; and

WHEREAS, the members of the Saratoga Springs City Council have determined that it is to the best interests of the City of Saratoga Springs to continue to provide for a Justice Court.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF
THE CITY OF SARATOGA SPRINGS, UTAH, THAT:**

1. The City Council of Saratoga Springs hereby requests recertification of the Saratoga Springs Justice Court by the Board of Justice Court Judges and the Utah Judicial Council.
2. The City Council of Saratoga Springs hereby affirm their willingness to continue to meet all requirements set forth by the Judicial Council for continued operation of the Saratoga Springs Justice Court for the next four-year term of court, except as to any requirements waived by the Utah Judicial Council.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon passage.

Passed this 5th day of December, 2023.

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder



November 30, 2023

Saratoga Springs Mayor and City Council
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045

Re: Re-certification of Justice Court

Dear Mayor and Council:

As required by Utah Code Section 78A-7-103 *et seq.*, I am providing this opinion regarding the requirements for the continued operation of the Saratoga Springs Justice Court.

Pursuant to Utah State law, the following standards must be met in the operation of a Justice Court:

1. All official court business shall be conducted in a courtroom or an office located in a public facility which is conducive and appropriate to the administration of justice (78A-7-213).
2. Each court shall be opened and judicial business shall be transacted every day as provided by law (78A-7-213), although the judge is not required to be present during all hours that the court is open.
3. The hours that the court will be open shall be posted conspicuously at the court and in local public buildings (78A-7-213).
4. The judge and the clerk of the court shall attend the court at regularly scheduled times (78A-7-213).
5. The entity creating the Justice Court shall provide and compensate a judge and clerical personnel to conduct the business of the court (78A-7-206 and 78A-7-207).
6. The entity operating a Justice Court shall assume the expenses of travel, meals, and lodging for the judge of that court to attend required judicial education and training (78A-7-205).
7. The entity operating a justice court shall assume the cost of travel and training expenses of clerical personnel at training sessions conducted by the Judicial Council (Section 78A-7-103).
8. The entity creating the Justice Court shall provide a sufficient staff of public prosecutors to attend the court and perform the duties of prosecution (78A-7-103).

9. The entity creating the court shall provide adequate funding for attorneys where persons are indigent as provided by law (78A-7-103).

10. The entity creating the court shall provide sufficient local law enforcement officers to attend court when required and provide security for the court (78A-7-103).

11. Witnesses and jury fees as required by law shall be paid by the entity which creates the court (10-7-76).

12. Any fine, surcharge, or assessment which is payable to the State shall be forwarded to the State as required by law (78A-7-120 and 78A-7-121).

13. Every entity creating a court shall pay the judge of that court a fixed compensation, within the range provided by statute (78A-7-206).

14. Court shall be held within the jurisdiction of the court, except as provided by law (78A-7-212).

15. The entity operating the court shall provide and keep current for the court a copy of the Utah Code, the Utah Court Rules Annotated, the justice court manual published by the state court administrator, the county, city, or town ordinances as appropriate, and other legal reference materials as determined to be necessary by the judge (Section 78A-7-103).

16. All required reports and audits shall be filed as required by law or by rule of the Judicial Council (Section 78A-7-215).

17. All justice courts shall use a common case management system and disposition reporting system as specified by the Judicial Council (78A-7-213).

In addition to those requirements which are directly imposed by statute, Utah Code Section 78A-7-103 directs the Judicial Council to promulgate minimum requirements for the creation and certification of Justice Courts. The Judicial Council has adopted the following minimum requirements:

A. A clerk shall be available for at least one hour each day that the court is required to be open and during court hearings, as required by the judge. These hours shall be posted on the court's website.

B. The judge shall be available to conduct court business as needed, performing all duties required and exercising ultimate responsibility for the administration of justice as an independent branch of government.

C. All court hearings shall be conducted in a designated courtroom, including remote transmission, as permitted by the Judicial Council, or in another location authorized by the Presiding Judge.

D. The minimum furnishings for a courtroom shall include: a desk and chair for the judge (on a riser at least six inches above the well), a desk and chair for the court clerk, chairs for witnesses, separate tables and appropriate chairs for plaintiffs and defendants, a Utah State flag, a United States flag, a separate area and chairs for at least four jurors, a separate area with appropriate seating for the public, an appropriate room for jury deliberations, and an appropriate area or room for victims and witnesses, which is separate from the public, as well as a judicial robe, a gavel, and necessary forms and supplies.

E. Office space for the judge and clerk shall be appropriate. (Under certain circumstances this space may be shared, but if shared, the judge and clerk must have priority to use the space whenever needed.) The office space shall include a desk for the judge and a

desk for the clerk, secure filing cabinets for the judge and the clerk, a telephone for the judge and a telephone for the clerk, appropriate office supplies to conduct court business, a cash register or secured cash box for each clerk performing cashiering duties, a computer with word processing software, and access to a scanner and copy machine.

F. The court shall provide interpreters as required by Rule 3-306.04 of the Code of Judicial Administration.

G. The entity shall have at least one peace officer (which may be contracted).

H. A current court security plan shall be submitted for approval as required by Rule 3-414 of the Code of Judicial Administration.

I. Each court shall have at least one computer with access to the internet, and appropriate software and security/encryption technology to allow for electronic reporting and access to the Driver License Division and the Bureau of Criminal Identification, as defined by the reporting and retrieval standards promulgated by the Department of Public Safety.

J. Each court shall report required case disposition information to the DLD, BCI and the Administrative Office of the Courts electronically, as described above.

K. Clerks' education hours shall be reported to the Administrative Office of the Courts on an annual basis.

L. The appointment of the clerk(s) assigned to serve the court shall be subject to the judge's approval, who may participate in the interview and personnel evaluation process for the clerk(s) at his or her discretion.

M. Court staff shall be certified as contemplated by Rule 3-303 of the Code of Judicial Administration.

N. Any interlocal agreement relating to court operations, as amended to date, shall be provided to the Justice Court Administrator.

O. The court shall accept credit and debit cards through a system that integrates with CORIS.

P. The court shall have access to UCJIS.

Q. An audio recording system shall maintain a digital recording of all court proceedings (78A-7-103).

In addition, the Saratoga Springs Justice Court is classified as a Class III Justice Court because it has an average of more than 60 but less than 201 cases filed each month. In addition to the base requirements listed above, the Saratoga Springs Justice Court, as a Class III Court with an average of 177 cases filed per month, must be open at least 3 hours per day and hold court at least every other week. Further, the City must maintain an audio recording system that meets the following requirements for a Class III Justice Court:

a. The recording system must be a stand-alone unit that records and audibly plays back the recording;

b. The City must index, back-up, and archive the recording and enable the record to be retrieved; and

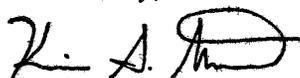
c. The recording system must have at least two recording channels.

In reviewing the operational standards and requirements listed above, it is my opinion that the Saratoga Springs Justice Court meets, or can readily take steps to meet, all requirements mandated by State Law and the Judicial Council. In addition, the Justice Court has been providing

significant service to the City and its residents that would be missed if the Court's operations were discontinued. I anticipate that the services rendered will continue to meet the mandatory requirements, be professional, and provide desired and satisfactory services to the citizens of the City of Saratoga Springs.

Please feel free to contact me at any time at (801) 766-9793, Ext. 105 if you have any questions or need further assistance concerning the recertification process.

Sincerely,

A handwritten signature in black ink, appearing to read "K. S. Thurman". The signature is stylized with a large, looped initial "K" and a distinct "S" and "Thurman" following.

Kevin S. Thurman
City Attorney

Cc: Mark Christensen
Owen Jackson



CITY COUNCIL STAFF REPORT

Author: Brock Cleverly, Treasurer
Subject: Fraud Assessment FY 2023-2024
Date: Dec. 5, 2023
Type of Item: Informational/ Resolution

Topic

Attached is the Fraud Risk Assessment and backup documentation.

Background

The State of Utah recently developed a Fraud Risk Assessment that is to be completed by the finance department and presented to the City Council annually. The State has decided to implement a yearly Fraud Risk Assessment due to regularly receiving complaints of fraud or abuse by local government officials. It is the hope of the Office of the State Auditor that local governments will use this assessment as a starting point and that they will add to and adapt this form to improve how they manage their internal controls and the risk of fraud, waste and abuse.

Overview of the Fraud Risk Assessment

The Office of the State Auditor unveiled the Fraud Risk Assessment in order to offer direction on how to prevent occurrences of fraud. The program is designed to help measure and reduce the risk of undetected fraud, abuse, and noncompliance in local governments.

The State has developed a five-level assessment score that is intended to communicate the entity's risk of undetected fraud, abuse, or noncompliance. The levels are based upon points assigned to each of the recommended measures. Since some measures are more effective than others, the most effective measures are assigned the most points. The higher the score, the lower the risk.

The Fraud Risk Assessment is requiring us to take a look at our current internal controls and assessing them to see where improvements can be made to help lower our risk of fraud. Using the questionnaire provided by the Office of the State Auditor we have earned a score or which places us in the Low Risk Level.

Recommendation:

Staff recommends approval of the Fraud Risk Assessment for fiscal year 2023-24.



OFFICE OF THE
STATE AUDITOR

Questionnaire

Revised December 2020

Fraud Risk Assessment

INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking "Yes" on each of the questions in the table. Partial points may not be earned on any individual question.
- Total the points of the questions marked "Yes" and enter the total on the "Total Points Earned" line.
- Based on the points earned, circle/highlight the risk level on the "Risk Level" line.
- Enter on the lines indicated the entity name, fiscal year for which the Fraud Risk Assessment was completed, and date the Fraud Risk Assessment was completed.
- Print CAO and CFO names on the lines indicated, then have the CAO and CFO provide required signatures on the lines indicated.

Fraud Risk Assessment

Continued

*Total Points Earned: 335 /395 *Risk Level:

Very Low	Low	Moderate	High	Very High
> 355	316-355	276-315	200-275	< 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	✓	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	✓	5
b. Procurement?	✓	5
c. Ethical behavior?	✓	5
d. Reporting fraud and abuse?	✓	5
e. Travel?	✓	5
f. Credit/Purchasing cards (where applicable)?	✓	5
g. Personal use of entity assets?	✓	5
h. IT and computer security?	✓	5
i. Cash receipting and deposits?	✓	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?		20
a. Do any members of the management team have at least a bachelor's degree in accounting?	✓	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?		20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?		20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	✓	20
7. Does the entity have or promote a fraud hotline?	✓	20
8. Does the entity have a formal internal audit function?	✓	20
9. Does the entity have a formal audit committee?	✓	20

*Entity Name: City of Saratoga Springs

*Completed for Fiscal Year Ending: June 30, 2023 *Completion Date: November 28, 2023

*CAO Name: Mark Christensen *CFO Name: Chelese Rawlings

*CAO Signature:  *CFO Signature: 

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	✓			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	✓			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".	✓			
4. Are all the people who have access to blank checks different from those who are authorized signers?	✓			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	✓			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	✓			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	✓			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	✓			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	✓			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	✓			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			

* MC = Mitigating Control

Basic Separation of Duties

Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

■ If all of the questions were answered “Yes” or “No” with mitigating controls (“MC”) in place, or “N/A,” the entity has achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will be answered “Yes.” 200 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

⊗ If any of the questions were answered “No,” and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will remain blank. 0 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

Definitions:

Board Chair is the elected or appointed chairperson of an entity’s governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of government.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity’s place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.

RESOLUTION NO. R23-65 (12-5-23)

**A RESOLUTION TO ACKNOWLEDGE AND ACCEPT
THE CITY OF SARATOGA SPRINGS FRAUD
ASSESSMENT FOR FISCAL YEAR 2023–2024.**

WHEREAS, the City of Saratoga Springs, Utah is encouraged by the Utah State Auditor’s Office to complete a Fraud Assessment and present it to the City Council; and

WHEREAS, pursuant to the State Auditor’s recommendation, City Staff has completed the Fraud Assessment and presents it to the City Council.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SARATOGA SPRINGS, UTAH, THAT:

1. The City of Saratoga Springs does hereby accept and approve the Fraud Assessment, attached as Exhibit A, for the Fiscal Year 2023–2024.
2. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 5th day of December, 2023.

CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder

EXHIBIT A
Fraud Assessment (attached hereto)



OFFICE OF THE
STATE AUDITOR

Questionnaire

Revised December 2020

Fraud Risk Assessment

INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking "Yes" on each of the questions in the table. Partial points may not be earned on any individual question.
- Total the points of the questions marked "Yes" and enter the total on the "Total Points Earned" line.
- Based on the points earned, circle/highlight the risk level on the "Risk Level" line.
- Enter on the lines indicated the entity name, fiscal year for which the Fraud Risk Assessment was completed, and date the Fraud Risk Assessment was completed.
- Print CAO and CFO names on the lines indicated, then have the CAO and CFO provide required signatures on the lines indicated.

Fraud Risk Assessment

Continued

*Total Points Earned: 335 /395 *Risk Level:

Very Low	Low	Moderate	High	Very High
> 355	316-355	276-315	200-275	< 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	✓	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	✓	5
b. Procurement?	✓	5
c. Ethical behavior?	✓	5
d. Reporting fraud and abuse?	✓	5
e. Travel?	✓	5
f. Credit/Purchasing cards (where applicable)?	✓	5
g. Personal use of entity assets?	✓	5
h. IT and computer security?	✓	5
i. Cash receipting and deposits?	✓	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?		20
a. Do any members of the management team have at least a bachelor's degree in accounting?	✓	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?		20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?		20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	✓	20
7. Does the entity have or promote a fraud hotline?	✓	20
8. Does the entity have a formal internal audit function?	✓	20
9. Does the entity have a formal audit committee?	✓	20

*Entity Name: City of Saratoga Springs

*Completed for Fiscal Year Ending: June 30, 2023 *Completion Date: November 28, 2023

*CAO Name: Mark Christensen *CFO Name: Chelese Rawlings

*CAO Signature:  *CFO Signature: 

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	✓			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	✓			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".	✓			
4. Are all the people who have access to blank checks different from those who are authorized signers?	✓			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	✓			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	✓			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	✓			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	✓			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	✓			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	✓			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			

* MC = Mitigating Control

Basic Separation of Duties

Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

■ If all of the questions were answered “Yes” or “No” with mitigating controls (“MC”) in place, or “N/A,” the entity has achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will be answered “Yes.” 200 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

⊗ If any of the questions were answered “No,” and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will remain blank. 0 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

Definitions:

Board Chair is the elected or appointed chairperson of an entity’s governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of government.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity’s place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.

City Council Staff Report

Author: Jeffrey Pearson, Civil Engineer II
Subject: Reimbursement Agreement 2 for Viviano Ph 1
Date: December 5, 2023
Type of Item: Legislative Action



1. **Summary:** The developer of the subject plat(s), PROPERTY RESERVE, INC., a Utah nonprofit corporation, will install City system improvements.
2. **Funding Sources:** Impact fee credits, impact fee funds and cash in a funded budget cycle.
 - A. Drinking Water: \$990,223.00
 - B. Secondary Water: \$768,695.00
 - C. Sanitary Sewer: \$484,081.00
 - D. Transportation: \$137,740.37
3. **Review:**

The engineering plans will accepted for construction upon approval of this resolution. The Engineering Department found the improvements listed in the reimbursement agreement to be consistent with the accepted engineering plans. The City Attorney found the agreement to be acceptable as to form.
4. **Alternatives:** The following alternative motions are available to the Council in consideration of the proposed reimbursement agreement:

Adoption

“I move to approve the attached resolution for the City to enter into this reimbursement agreement with PROPERTY RESERVE, INC., a Utah nonprofit corporation, for system improvements being installed with the subject development.”

Alternative Motion with Modifications

“I move to approve the attached resolution for the City to enter into this reimbursement agreement with PROPERTY RESERVE, INC., a Utah nonprofit corporation, for system improvements being installed with the subject development, with the following modifications:”

- A. _____
- B. _____
- C. _____

Negative Motion

“I move to deny the attached resolution for the City to enter into this reimbursement agreement.”

5. Attachments:

- A. Proposed Reimbursement Agreement
- B. Proposed Resolution

REIMBURSEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

THIS REIMBURSEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (hereinafter “**Agreement**”) is made and entered into as of the ___ day of _____ 2023, by and between CITY OF SARATOGA SPRINGS, a Utah municipal corporation (the “**City**”), and PROPERTY RESERVE, INC., a Utah nonprofit corporation (the “**Developer**”).

RECITALS:

WHEREAS, Developer is developing a subdivision within the City, which subdivision plat will be recorded as The Viviano at Saratoga Springs Phase 1 (“**Project**”); and

WHEREAS, the Project requires certain facilities and improvements be installed to meet the needs of the Project (“**Project Improvements**”); and

WHEREAS, Developer has agreed to complete certain improvements, or portions thereof, within the Project and at the proposed intersection of Pony Express Parkway and 600 West, that are above and beyond what are required to service the Project and that provide a benefit to the City and the community at large (“**System Improvements**”), which improvements or portions thereof are more particularly described in **Exhibit A**, attached hereto and by this reference made a part hereof; and

WHEREAS, the System Improvements will result in additional costs and the City wishes to provide Developer reimbursements as consideration and in full and complete satisfaction of any additional expenses incurred by Developer relating to the System Improvements.

NOW, THEREFORE, 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 hereby agree as follows:

AGREEMENT

1. CONSIDERATION

As a compromise and full settlement of all claims which Developer may have against the City with respect to the installation of all improvements for the Project, whether or not such improvements are System Improvements, Developer agrees to accept the consideration provided for in this Agreement and to withdraw with prejudice and waive any and all claims it may have against the City for compensation, reimbursement, capacity reservations, and credits with regard to the System Improvements and any and all other improvements required for the Project, provided the City and Developer fully comply with the terms and conditions of this Agreement. Developer agrees to comply with the provisions in this Agreement and to install the Project Improvements and System Improvements.

2. REIMBURSABLE EXPENSES

Developer and City hereby agree that Developer’s bid attached hereto as **Exhibit A**, which is incorporated herein by this reference, enumerates in full the estimated additional expenses to be incurred by Developer to install the System Improvements, which estimated additional expenses are eligible for reimbursement (the “**Reimbursable Expenses**”).

Subject to the terms of this Agreement, Developer agrees to accept from City a reimbursement in an amount up to the total Reimbursable Expenses of the System Improvements, which the parties currently

estimate to be equal to **Two Million Three Hundred Eighty Thousand Seven Hundred Forty and 37/100 Dollars (\$2,380,740.37)** (“**Reimbursement**” or “**Reimbursement Amount**”), which may be changed and adjusted as provided herein. City’s reimbursement of the final Reimbursement Amount will be deemed as satisfaction in whole of City’s obligations under this Agreement and with respect to the installation of any and all Project Improvements and System Improvements.

3. ADDITIONAL TERMS OF REIMBURSEMENT

As material consideration of the Reimbursement, installation of the System Improvements, and other provisions of this Agreement, Developer and City agree as follows:

- A. Reimbursement shall be primarily based upon the unit prices and quantities specified in **Exhibit A**. **Exhibit A** represents only plan quantities, whereas the final Reimbursement Amount shall be based on the actual quantities and measurements of work performed during the installation of the System Improvements as evidenced by reasonable back-up documentation, which may include but is not limited to material tickets, bills of lading, receipts, timecards, payment applications, and/or invoices.
- B. In no case shall the City be obligated to reimburse Developer for an item until sufficient evidence is provided as to the actual quantities and prices of the installed and accepted System Improvements. ~~In addition, in no case shall the City be obligated to reimburse Developer for expenses that exceed one hundred ten percent (110%) of the Reimbursement Amount without prior written approval by City. Further, in no case shall City reimburse Developer for any labor, products, tools, equipment, plant, transportation, services, incidentals, erection, installation costs, overhead, or any item not associated with the System Improvements listed in **Exhibit A**.~~
- C. Prior to reimbursement, the following requirements must be met:
 - i. Developer shall submit a request for reimbursement in writing after substantial completion of the System Improvements.
 - ii. Prior to any reimbursement, Developer shall post applicable performance and warranty bonds in accordance with City ordinances to guarantee the installation and workmanship of the System Improvements and to ensure that the System Improvements remain in good condition and free from defects for a period of one (1) year following substantial completion of the System Improvements, in accordance with City ordinances, regulations, and standards.
 - iii. Prior to any reimbursement, City must approve in writing the System Improvements in connection with the standard inspections conducted by City in its reasonable discretion to ensure that the System Improvements are constructed per City standards.
 - iv. Prior to any reimbursement, Developer shall deliver a certified set of as-built plans (in both paper and electronic format) along with the verified actual costs of construction of the System Improvements.

Upon satisfaction of items (C)(i) through (C)(iv) above, City shall reimburse Developer the Reimbursement Amount through impact fee credits. If the Reimbursement Amount exceeds impact fees owed by the Developer or related entity, the City shall issue payment to Developer for the remaining difference after

sufficient impact fees have been collected. The timing of the cash reimbursement will be determined on a first-in-time, first-in-right basis, meaning that reimbursements under previously-executed reimbursement agreements for other impact fee projects will take priority. The timing will also be determined by the availability of impact fee funds and all City policies and state law requirements with respect to budgeting for capital expenses. Subject to these stipulations, City will make its best efforts to reimburse Developer the Reimbursement Amount as soon as impact fee funds are made available.

4. MUTUAL RELEASE OF CLAIMS

In return for the Reimbursement and installation of the System Improvements, as well as all other promises, covenants, and consideration in this Agreement, the receipt and sufficiency of which is hereby acknowledged and accepted, each party hereby fully and completely releases and forever discharges the other party, its elected officials, officers, agents, servants, employees, and former elected officials, officers, agents, servants, and employees from any and all claims, damages, and demands of every nature whatsoever which were asserted, could have been asserted, or in the future could be asserted by either party arising out of or pertaining to each party's obligations for System Improvements or other Project Improvements, including but not limited to any claims for impact fee credits, illegal exactions, or reimbursements because of Developer's installation of System Improvements or Project Improvements.

5. AUTHORITY TO SETTLE; INDEMNIFICATION

As an express condition of this Agreement, each signor below represents and warrants that he or she:

- A. has the authority to enter into and perform this Agreement;
- B. is the lawful representatives of the respective party;
- C. to the best of his or her current knowledge, the party for which each signor signs, respectively, is the sole owner(s), assignee(s), heir(s), obligor(s), beneficiary(ies), etc. of the Project and/or the consideration in this Agreement; and
- D. to the best of his or her current knowledge, the party for which each signor signs, respectively, has not transferred, assigned, or sold, or promised to transfer, assign, or sell their interest in the Project.

6. INDEMNITY

Except for claims resulting from the City's breach of this Agreement, Developer agrees to indemnify, defend, and hold harmless the City with respect to any future claim related to this Agreement and with respect to any claim against the City for compensation, reimbursement, reservation of capacities, and credits for the installation of the System Improvements or Project Improvements brought against the City by any party, person, entity, corporation, homeowners association, government entity, or third party.

7. PARTIES REPRESENTATIVES; NOTICES

All notices, demands, and requests required or permitted to be given hereunder shall be in writing and shall be deemed duly given if delivered in person or after three (3) business days if mailed by registered or certified mail, postage prepaid, addressed to the following:

If to Developer:

Property Reserve, Inc.
Attn: Taylor Spendlove

51 S. Main St., Suite 301
Salt Lake City, UT 84111
Telephone: (801) 321-8701

If to City:

City of Saratoga Springs
Attn: City Manager – Mark Christensen
1307 N. Commerce Drive, Suite 200
Saratoga Springs, Utah 84045
Telephone: (801) 766-9793
Facsimile: (801) 766-9794

Either party shall have the right to specify in writing another name or address to which subsequent notices to such party shall be given. Such notice shall be given as provided above.

8. COMPLETE AGREEMENT, MODIFICATION

This Agreement, together with the attached exhibits, constitutes the entire agreement between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings, contracts, or agreements, whether written or oral, between the parties on all matters. This Agreement cannot be modified except by written agreement between City and Developer.

9. SETTLEMENT

Each signor below certifies that he or she has read this Agreement, and that the party which he or she signs:

- A. has the power to enter into and perform this Agreement;
- B. voluntarily enters into it of its own free will;
- C. has had ample opportunity to review this Agreement with legal counsel;
- D. is a legally incorporated entity;
- E. has performed all corporate formalities to execute this Agreement; and
- F. accepts the consideration set forth herein is in full accord and satisfaction of claims which it may have with respect to the subject matter.

10. ATTORNEY FEES

Each party hereto shall bear its own attorneys' fees and costs arising from the actions of its own counsel in connection with this Agreement and the subject matter. In any action of any kind relating to this Agreement, the prevailing party shall be entitled to collect reasonable attorneys' fees and costs from the non-prevailing party in addition to any other recovery to which the prevailing party is entitled.

11. GOVERNMENTAL IMMUNITY

Nothing in this Agreement shall adversely affect any immunity from suit, or any right, privilege, claim, or defense, which the City or its employees, officers, and directors may assert under state or federal law, including but not limited to The Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7- 101 et seq., (the "Act"). All claims against the City or its employees, officers, and directors are subject to the provisions of the Act, which Act controls all procedures and limitations in connection with any claim of liability.

12. MISCELLANEOUS PROVISIONS

- A. If, after the date hereof, any provision of this Agreement is held to be invalid, illegal, or unenforceable under present or future law effective during its term, such provisions shall be fully severable. In lieu thereof, there shall be added a provision, as may be possible, that give effect to the original intent of this Agreement and is legal, valid, and enforceable.
- B. The validity, construction, interpretation, and administration of this Agreement shall be governed by the laws of the State of Utah.
- C. All titles, headings, and captions used in this Agreement have been included for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.
- D. This Agreement and release given hereunder shall be effective upon execution by both parties.
- E. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

(signatures to follow)

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:

ATTEST:

CITY OF SARATOGA SPRINGS

By: _____
City Recorder

City Manager

Approved as to Form:

City Attorney

DEVELOPER:

PROPERTY RESERVE, INC.,
a Utah nonprofit corporation

By: Brett Hopper
Name: Brett Hopper
Its: Vice President

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 21 day of November 2023, before me personally appeared Brett Hopper, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the Vice President of PROPERTY RESERVE, INC., a Utah nonprofit corporation, and that the foregoing document was signed by him on behalf of said corporation in his capacity as Vice President.



Lindy S Ives
Notary Public



SARATOGA
SPRINGS

Saratoga Springs Reimbursement Exhibit Summary

Project: Viviano at Saratoga Springs Phase 1

By: JRP

Date: 12/5/2023

Reimbursable Item Category	Total Cost
Drinking Water	\$ 990,223.00
Secondary Water	\$ 768,695.00
Sanitary Sewer	\$ 484,081.00
Storm Drain	\$ -
Transportation	\$ 137,741.37
Parks	\$ -
Total Reimbursable Cost	\$ 2,380,740.37

EXHIBIT A

System Improvements and Reimbursable Expenses

See attached.

VIVIANO AT SARATOGA SPRINGS
485 WEST PONY EXPRESS PARKWAY
SARATOGA SPRINGS, UTAH

**REIMBURSEMENT
AGREEMENT EXHIBIT**

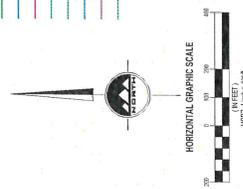
DATE: 11/16/2017
DRAWN BY: JBD
CHECKED BY: JBD
SCALE: AS SHOWN

EX-100

DESCRIPTION	ESTIMATED SYSTEM COST	PROJECT REIMBURSEMENT	PRIME/SHARE COST
CLUMINARY WATER	\$1,137,872	\$151,824	\$986,048
SAFETY RISER	\$48,732	\$111,800	\$160,532
TRIMMING SIGNAL	\$48,842	\$4	\$48,838
TOTAL	\$1,235,446	\$263,628	\$971,818

NOTE: ALL PIP AND CIP PROJECTS ARE UNREIMBURSABLE.

- LEGEND**
- EXISTING SAFETY LINE
 - EXISTING CLUMINARY WATER LINE
 - EXISTING SECONDARY WATER LINE
 - EXISTING FUTURE MAIN LINE
 - PROPOSED SAFETY LINE
 - PROPOSED CLUMINARY WATER LINE
 - PROPOSED SECONDARY WATER LINE
 - PROPOSED FUTURE MAIN LINE
 - FUTURE SAFETY LINE
 - FUTURE CLUMINARY WATER LINE
 - FUTURE SECONDARY WATER LINE
 - FUTURE FUTURE MAIN LINE



BENCHMARK
NORTH QUARTER CORNER OF SECTION 27,
T4N, R10E, S10E, 11TH EDITION PLAT
SALT LAKE BASIN AND MERIDIAN
ELEVATION: 4161.7

ALL UTILITIES SHOWN
ARE AT LEAST 18 INCHES
DEEP. THE ENGINEER HAS
CONDUCTED VISUAL
INSPECTION OF ALL
UTILITIES SHOWN FOR
CONSTRUCTION.



ENGINEERS ESTIMATE OF PROBABLE COSTS



PROJECT TITLE Viviano at Saratoga Springs LOCATION Saratoga Springs, UT CITY/STATE City/Creek Reserve, Inc. ESTIMATED BY T. Beckman	PROJECT NUMBER 11267A DATE November 8, 2023 SHEETS 1 OF 1 APPROVED BY R. Elder
--	---

ESTIMATED SYSTEM COST					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
POTABLE WATER					
1	24" CWL	L.F.	780	\$317.00	\$247,260.00
2	24" Tee	E.A.		\$7,140.00	\$14,280.00
3	24" Gate Valve	E.A.		\$11,500.00	\$34,500.00
4	24" Reducer	E.A.		\$3,860.00	\$3,860.00
5	12" Gate Valve	E.A.		\$3,374.00	\$3,374.00
6	Connect to Existing	E.A.		\$3,500.00	\$3,500.00
7	Blow off Valve	E.A.		\$3,532.00	\$3,532.00
8	16" CWL	L.F.	2,260	\$173.00	\$390,980.00
9	16" Cross	E.A.		\$5,306.00	\$5,306.00
10	16" Tee	E.A.		\$5,287.00	\$10,574.00
11	16" Gate Valve	E.A.		\$1,808.00	\$1,808.00
12	12" Gate Valve	E.A.		\$3,374.00	\$3,374.00
13	12" Reducer	E.A.		\$1,205.00	\$1,205.00
14	12" (11.25 Deg) Bend	E.A.		\$1,824.00	\$1,824.00
15	Fire Hydrant Assembly	E.A.		\$6,525.00	\$6,525.00
16	Connect to Existing	E.A.		\$3,500.00	\$3,500.00
17	Blow off Valve	E.A.		\$3,532.00	\$3,532.00
18	16" CWL	L.F.	1,445	\$173.00	\$249,985.00
19	16" Cross	E.A.		\$5,306.00	\$5,306.00
20	16" Tee	E.A.		\$10,612.00	\$10,612.00
21	16" Gate Valve	E.A.		\$6,356.00	\$6,356.00
22	Fire Hydrant Assembly	E.A.		\$6,525.00	\$6,525.00
23	Blow off Valve	E.A.		\$3,532.00	\$3,532.00
Sub Total					\$1,137,072.00
SECONDARY WATER					
1	16" SWL	L.F.	1,420	\$171.00	\$242,820.00
2	16" Cross	E.A.		\$6,168.00	\$6,168.00
3	16" Tee	E.A.		\$5,154.00	\$5,154.00
4	16" Gate Valve	E.A.		\$5,958.00	\$5,958.00
5	4" SWL Drain	E.A.		\$2,500.00	\$2,500.00
6	Blow off Valve	E.A.		\$2,384.00	\$2,384.00
7	Connect to Existing	E.A.		\$2,275.00	\$2,275.00
8	16" SWL	L.F.	3,430	\$171.00	\$586,530.00
9	16" Cross	E.A.		\$6,168.00	\$6,168.00
10	16" Tee	E.A.		\$5,154.00	\$5,154.00
11	16" Gate Valve	E.A.		\$6,359.00	\$6,359.00
12	16" (45 Deg) Bend	E.A.		\$2,681.00	\$2,681.00
13	8" SWL	L.F.	25	\$60.00	\$1,500.00
14	8" Gate Valve	E.A.		\$2,700.00	\$2,700.00
15	Blow off Valve	E.A.		\$3,692.00	\$3,692.00
16	Connect to Existing	E.A.		\$2,275.00	\$2,275.00
Sub Total					\$968,250.00
SANITARY SEWER					
1	15" Sewer Line	L.F.	1,970	\$118.00	\$232,460.00
2	12" Sewer Line	L.F.	1,515	\$95.00	\$143,925.00
3	4" SS Manhole	E.A.		\$7,370.00	\$7,370.00
4	5" SS Manhole	E.A.		\$81,092.00	\$81,092.00
5	Connect to Existing Sewer with 6" SS Manhole	E.A.		\$15,460.00	\$15,460.00
Sub Total					\$484,081.00

PROJECT REQUIREMENT COST					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
POTABLE WATER					
1	IFFP PROJECT #DW06	L.F.	0	\$0.00	\$0.00
2	IFFP PROJECT #DW06	E.A.		\$0.00	\$0.00
3	IFFP PROJECT #DW06	E.A.		\$0.00	\$0.00
4	IFFP PROJECT #DW06	E.A.		\$0.00	\$0.00
5	IFFP PROJECT #DW06	E.A.		\$0.00	\$0.00
6	IFFP PROJECT #DW06	E.A.		\$0.00	\$0.00
7	IFFP PROJECT #DW06	E.A.		\$0.00	\$0.00
8	IFFP PROJECT #DW07	L.F.	0	\$0.00	\$0.00
9	IFFP PROJECT #DW07	L.F.	0	\$0.00	\$0.00
10	IFFP PROJECT #DW07	L.F.	0	\$0.00	\$0.00
11	IFFP PROJECT #DW07	L.F.	0	\$0.00	\$0.00
12	IFFP PROJECT #DW07	L.F.	0	\$0.00	\$0.00
13	IFFP PROJECT #DW07	L.F.	0	\$0.00	\$0.00
14	IFFP PROJECT #DW07	L.F.	0	\$0.00	\$0.00
15	IFFP PROJECT #DW07	L.F.	0	\$0.00	\$0.00
16	IFFP PROJECT #DW07	L.F.	0	\$0.00	\$0.00
17	IFFP PROJECT #DW07	L.F.	0	\$0.00	\$0.00
18	IFFP PROJECT #DW07	L.F.	0	\$0.00	\$0.00
19	8" CWL	L.F.	1,445	\$61.00	\$88,145.00
20	8" Cross	E.A.		\$1,520.00	\$1,520.00
21	8" Gate Valve	E.A.		\$2,742.00	\$2,742.00
22	Fire Hydrant Assembly	E.A.		\$6,525.00	\$6,525.00
23	Blow off Valve	E.A.		\$3,532.00	\$3,532.00
Sub Total					\$148,849.00
SECONDARY WATER					
1	IFFP PROJECT #SW10	L.F.	0	\$0.00	\$0.00
2	IFFP PROJECT #SW10	E.A.		\$0.00	\$0.00
3	IFFP PROJECT #SW10	E.A.		\$0.00	\$0.00
4	IFFP PROJECT #SW10	E.A.		\$0.00	\$0.00
5	IFFP PROJECT #SW10	E.A.		\$0.00	\$0.00
6	IFFP PROJECT #SW10	E.A.		\$0.00	\$0.00
7	IFFP PROJECT #SW10	E.A.		\$0.00	\$0.00
8	6" SWL	L.F.	3,430	\$46.00	\$157,780.00
9	6" Cross	E.A.		\$1,234.00	\$1,234.00
10	6" Tee	E.A.		\$1,121.00	\$2,242.00
11	6" Gate Valve	E.A.		\$2,037.00	\$2,037.00
12	6" (45 Deg) Bend	E.A.		\$622.00	\$622.00
13	8" SWL	L.F.	25	\$60.00	\$1,500.00
14	8" Gate Valve	E.A.		\$2,700.00	\$2,700.00
15	Blow off Valve	E.A.		\$3,692.00	\$3,692.00
16	Connect to Existing	E.A.		\$2,275.00	\$2,275.00
Sub Total					\$199,595.00
SANITARY SEWER					
1	CFP PROJECT #SS	L.F.	0	\$0.00	\$0.00
2	CFP PROJECT #SS	E.A.		\$0.00	\$0.00
3	CFP PROJECT #SS	E.A.		\$0.00	\$0.00
4	CFP PROJECT #SS	E.A.		\$0.00	\$0.00
5	CFP PROJECT #SS	E.A.		\$0.00	\$0.00
Sub Total					\$0.00

REIMBURSEMENT TOTALS		
ITEM	COST DIFFERENCE	
POTABLE WATER		
1	\$247,260.00	
2	\$14,280.00	
3	\$34,500.00	
4	\$3,860.00	
5	\$3,374.00	
6	\$3,500.00	
7	\$3,532.00	
8	\$390,980.00	
9	\$5,306.00	
10	\$10,574.00	
11	\$1,808.00	
12	\$3,374.00	
13	\$6,748.00	
14	\$2,410.00	
15	\$1,824.00	
16	\$34,100.00	
17	\$7,000.00	
18	\$3,532.00	
19	\$161,840.00	
20	\$7,572.00	
21	\$14,468.00	
22	\$0.00	
23	\$0.00	
Sub Total		\$990,233.00
SECONDARY WATER		
1	\$242,820.00	
2	\$6,168.00	
3	\$10,308.00	
4	\$5,958.00	
5	\$2,500.00	
6	\$2,384.00	
7	\$2,275.00	
8	\$428,750.00	
9	\$4,934.00	
10	\$8,066.00	
11	\$25,932.00	
12	\$4,118.00	
13	\$0.00	
14	\$0.00	
15	\$0.00	
16	\$0.00	
Sub Total		\$766,695.00
SANITARY SEWER		
1	\$232,460.00	
2	\$143,925.00	
3	\$11,144.00	
4	\$81,092.00	
5	\$15,460.00	
Sub Total		\$484,081.00

ESTIMATED SYSTEM COST					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
POTABLE WATER					
1	24" CWL	L.F.	780	\$317.00	\$247,260.00
2	24" Tee	E.A.		\$7,140.00	\$14,280.00
3	24" Gate Valve	E.A.		\$11,500.00	\$34,500.00
4	24" Reducer	E.A.		\$3,860.00	\$3,860.00
5	12" Gate Valve	E.A.		\$3,374.00	\$3,374.00
6	Connect to Existing	E.A.		\$3,500.00	\$3,500.00
7	Blow off Valve	E.A.		\$3,532.00	\$3,532.00
8	16" CWL	L.F.	2,260	\$173.00	\$390,980.00
9	16" Cross	E.A.		\$5,306.00	\$5,306.00
10	16" Tee	E.A.		\$5,287.00	\$10,574.00
11	16" Gate Valve	E.A.		\$1,808.00	\$1,808.00
12	12" Gate Valve	E.A.		\$3,374.00	\$3,374.00
13	12" Reducer	E.A.		\$1,205.00	\$1,205.00
14	12" (11.25 Deg) Bend	E.A.		\$1,824.00	\$1,824.00
15	Fire Hydrant Assembly	E.A.		\$6,525.00	\$6,525.00
16	Connect to Existing	E.A.		\$3,500.00	\$3,500.00
17	Blow off Valve	E.A.		\$3,532.00	\$3,532.00
18	16" CWL	L.F.	1,445	\$173.00	\$249,985.00
19	16" Cross	E.A.		\$5,306.00	\$5,306.00
20	16" Tee	E.A.		\$10,612.00	\$10,612.00
21	16" Gate Valve	E.A.		\$6,356.00	\$6,356.00
22	Fire Hydrant Assembly	E.A.		\$6,525.00	\$6,525.00
23	Blow off Valve	E.A.		\$3,532.00	\$3,532.00
Sub Total					\$1,137,072.00
SECONDARY WATER					
1	16" SWL	L.F.	1,420	\$171.00	\$242,820.00
2	16" Cross	E.A.		\$6,168.00	\$6,168.00
3	16" Tee	E.A.		\$5,154.00	\$5,154.00
4	16" Gate Valve	E.A.		\$5,958.00	\$5,958.00
5	4" SWL Drain	E.A.		\$2,500.00	\$2,500.00
6	Blow off Valve	E.A.		\$2,384.00	\$2,384.00
7	Connect to Existing	E.A.		\$2,275.00	\$2,275.00
8	16" SWL	L.F.	3,430	\$171.00	\$586,530.00
9	16" Cross	E.A.		\$6,168.00	\$6,168.00
10	16" Tee	E.A.		\$5,154.00	\$5,154.00
11	16" Gate Valve	E.A.		\$6,359.00	\$6,359.00
12	16" (45 Deg) Bend	E.A.		\$2,681.00	\$2,681.00
13	8" SWL	L.F.	25	\$60.00	\$1,500.00
14	8" Gate Valve	E.A.		\$2,700.00	\$2,700.00
15	Blow off Valve	E.A.		\$3,692.00	\$3,692.00
16	Connect to Existing	E.A.		\$2,275.00	\$2,275.00
Sub Total					\$968,250.00
SANITARY SEWER					
1	15" Sewer Line	L.F.	1,970	\$118.00	\$232,460.00
2	12" Sewer Line	L.F.	1,515	\$95.00	\$143,925.00
3	4" SS Manhole	E.A.		\$7,370.00	\$7,370.00
4	5" SS Manhole	E.A.		\$81,092.00	\$81,092.00
5	Connect to Existing Sewer with 6" SS Manhole	E.A.		\$15,460.00	\$15,460.00
Sub Total					\$484,081.00

REIMBURSEMENT TOTALS		
ITEM	COST DIFFERENCE	
POTABLE WATER		
1	\$247,260.00	
2	\$14,280.00	
3	\$34,500.00	
4	\$3,860.00	
5	\$3,374.00	
6	\$3,500.00	
7	\$3,532.00	
8	\$390,980.00	
9	\$5,306.00	
10	\$10,574.00	
11	\$1,808.00	
12	\$3,374.00	
13	\$6,748.00	

ENGINEERS ESTIMATE OF PROBABLE COSTS



PROJECT TITLE	Viviano at Saratoga Springs	PROJECT NUMBER	11267A
LOCATION	Saratoga Springs, UT	DATE	November 8, 2023
ESTIMATED BY	T. Beckman	CHECKED BY	J. Geis
		APPROVED BY	R. Elder

ESTIMATED SYSTEM COST					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
1	TRAFFIC SIGNAL				
1	40 ft Mast Arm w/Type A Signal Pole and 3'x12" Foundation	E.A.	1	\$9,978.15	\$9,978.15
2	50 ft Mast Arm w/Type A Signal Pole and 3'x12" Foundation	E.A.	1	\$13,060.95	\$13,060.95
3	55 ft Mast Arm w/Type B Signal Pole and 3'x12" Foundation	E.A.	1	\$14,851.20	\$14,851.20
4	60 ft Mast Arm w/Type B Signal Pole and 3'x12" Foundation	E.A.	1	\$16,721.25	\$16,721.25
5	6'x6" Pedestrian Pole w/Slip Base	E.A.	1	\$453.50	\$453.50
6	Vibration Motor	E.A.	3	\$2,194.00	\$6,582.00
7	Signal Cabinet	E.A.	1	\$8,557.50	\$8,557.50
8	Service Pedestal	E.A.	1	\$3,150.00	\$3,150.00
9	Power Source: Connection to RMP Transformer	L.S.	1	\$5,250.00	\$5,250.00
10	2" Signalization Conduit	L.F.	1,280	\$18.90	\$24,192.00
11	2" Future Use Conduit	L.F.	640	\$18.90	\$12,096.00
12	3" Power Conduit	L.F.	10	\$22.05	\$220.50
13	Directional Boring of 2" Conduit	L.F.	1,170	\$30.00	\$35,100.00
14	Type B Junction Box	E.A.	3	\$787.50	\$2,362.50
15	Type C Junction Box	E.A.	1	\$1,312.50	\$1,312.50
16	Mast Arm Mounted Sign w/Brackets	E.A.	7	\$840.00	\$5,880.00
17	7 Conductor No. 14 Cable	L.F.	1760	\$4.75	\$8,360.00
18	4 Conductor No. 14 Cable	L.F.	610	\$4.00	\$2,440.00
19	Pedestrian Signal Head	E.A.	8	\$4,267.20	\$33,737.60
20	Pedestrian Controller	E.A.	1	\$2,625.00	\$2,625.00
21	Pedestrian Push Button Assembly	E.A.	8	\$483.00	\$3,864.00
22	No. 10 Single Conductor Cable	L.F.	690	\$2.25	\$1,532.50
23	Grounding Conductor Cable	L.F.	690	\$2.25	\$1,532.50
24	No. 6 Bare Copper Ground Wire	L.F.	460	\$3.75	\$1,725.00
25	No. 12 Stranded Ground Wire	L.F.	250	\$1.00	\$250.00
26	Smart Sensor Advance Cable	L.F.	460	\$4.25	\$1,955.00
27	Smart Sensor Matrix Cable	L.F.	460	\$4.25	\$1,955.00
28	3-Section Signal Head with LED Modules & Bracket	E.A.	7	\$488.25	\$3,417.75
29	4-Section Signal Head with LED Modules & Bracket	E.A.	2	\$626.85	\$1,253.70
30	5-Section Signal Head with LED Modules & Bracket	E.A.	1	\$875.70	\$875.70
31	Advance Radar	E.A.	2	\$5,653.95	\$11,307.90
32	Matrix Radar	E.A.	4	\$5,843.00	\$23,372.00
33	40 ft Extension with 15 ft Arm and 400W Luminaire B	E.A.	4	\$2,541.00	\$10,164.00
34	Re-Striping	L.S.	1	\$14,000.00	\$14,000.00
35	ADA Ramp	E.A.	2	\$2,200.00	\$4,400.00
36	Temporary Traffic Control	E.A.	1	\$4,500.00	\$4,500.00
37	Labor & Equipment Costs	L.S.	1	\$169,597.97	\$169,597.97
				Sub Total	\$430,441.77
				Total	\$3,019,824.77

PROJECT REQUIREMENT COST					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
1	TRAFFIC SIGNAL				
1	66% of Project Cost	E.A.	1	\$282,700.40	\$282,700.40
				Sub Total	\$282,700.40
				Total	\$639,084.40

REIMBURSEMENT TOTALS		
ITEM	COST DIFFERENCE	
1	TRAFFIC SIGNAL	\$137,741.37
		Sub Total
		Total
		\$2,380,740.37

TOTAL REIMBURSEMENT: \$2,380,740.37

RESOLUTION NO. R23-67 (12/5/23)

**RESOLUTION OF THE CITY OF SARATOGA SPRINGS,
UTAH, APPROVING A REIMBURSEMENT AGREEMENT
WITH PROPERTY RESERVE, INC., a Utah nonprofit
corporation**

WHEREAS, Developer is developing a subdivision within the City, which subdivision plats will be recorded as Viviano at Saratoga Springs Phase 1, (“Project”); and

WHEREAS, the Project requires certain facilities and improvements including roadway, water, irrigation, sewer, storm drain, and other improvements; and

WHEREAS, Developer has agreed to complete certain improvements (“System Improvements”) within the Project above and beyond what is required to service the Project, which are more particularly enumerated in the REIMBURSEMENT AGREEMENT AND RELEASE OF ALL CLAIMS, attached hereto and by this reference made a part hereof; and

WHEREAS, the System Improvements will provide capacity that benefits neighboring properties and the City; and

WHEREAS, the System Improvements will result in additional costs and the City wishes to provide Developer reimbursements as consideration and in satisfaction in whole of any additional expenses incurred by Developer relating to the System Improvements that will benefit other neighboring properties and the City.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Saratoga Springs, Utah that the REIMBURSEMENT AGREEMENT AND RELEASE OF ALL CLAIMS attached as Exhibit A is approved and the City Manager or Mayor is authorized to sign said Agreement. This resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 5th day of December, 2023.

City of Saratoga Springs

Jim Miller, Mayor

Attest:

Cindy LoPiccolo, City Recorder

EXHIBIT A



City Council Staff Report

Author: Spencer Quain, Budget Administrator
Subject: Fee Schedule Update
Date: Dec. 5, 2023
Type of Item: Resolution

Summary Recommendation: Staff recommends approval of the following by resolution amending the Fee Schedule for the fiscal year 2023-24, effective January 1st, 2024.

Description

A. Topic

This is an amendment to the Fee Schedule. Specifically, the Garbage/Recycling Cans, Construction Water and Sewage Treatment Rates.

B. Background

Garbage/Recycling Rates

Republic Services raised their fees, effective July 1st, 2023.

The City's current rates:

	Current City Rates (monthly)
1 st Garbage Cans	\$15.25
Additional Garbage Cans	\$15.25
Additional Recycling Cans	\$4.50

Construction Water Rates

The City currently charges \$1.33 per 1,000 gallons used for construction water.

Master-Metered Culinary Water Rates

The City currently does not have a base rate structure for master-metered residential units

Non-Residential Culinary Water Rates

The City currently charges a base rate based on meter size and \$1.65 per 1,000 gallons.

Sewage Treatment Rates

Timpanogos Special Service District (TSSD) is planning to raise their rates, by \$1.23 per 1,000 gallons, effective January 1st, 2024.

The City's current rates

	City Sewer Rates
Residential Base Rate	\$31.36
3,001 to 7,000 Culinary Gallons used (residential)	\$3.70 per 1,000 gallons
7,001 to 12,000 Culinary Gallons used (residential)	\$3.92 per 1,000 gallons
12,001 + Culinary Gallons used (residential)	\$4.09 per 1,000 gallon
Non-Residential	\$3.45 per 1,000 gallons

Analysis

Garbage/Recycling Rates

To ensure that the City's Garbage Fund remains healthy while covering the increased fees from Republic Services, Staff recommends that Council update the Cities 1st Can Fee, the Cities additional Garbage Can Rates and the Additional Recycling Can Fee, as shown below.

	Current City Rates	Fee Increase	New Rates
1st Garbage Cans Rate	\$ 15.25	\$0.35	\$15.60
Additional Garbage Cans Rate	\$ 15.25	\$0.35	\$15.60
2nd Recycling Cans Rate	\$ 4.50	\$0.35	\$4.85

Construction Water Rates

The City currently charges \$1.33 per 1,000 gallons for the use of 3-inch hydrant meters for contractors who need construction water along with a \$1,500 deposit. Currently the lowest rate that the City charges Residential Culinary Water users is \$2.40 per 1,000 gallons. Staff recommends that Council update the Cities Construction water rate to \$2.40 per 1,000 gallons with a monthly base rate of \$177.50 to bring Construction Water Rates in line with the adopted Residential Culinary Water Rates. Furthermore to account for increases in

material and labor costs as well as incidents of usage non-payment, Staff recommends an increase in the deposit to \$2,500.

	Current City Rate	Rate Increase	New Rate
Construction Water Rate	\$1.33 per 1,000 gallons with \$1,500 deposit	\$1.07 per 1,000 gallons plus monthly base rate of \$177.50 with \$1,000 increase in deposit	\$2.40 per 1,000 gallons plus monthly base rate of \$177.50 with a \$2,500 deposit

Master-Metered Culinary Water Rates

The City currently charges a base rate based upon the size of the meter for those residential accounts on their own meter however, for residential accounts on a master meter, there is no current base rate structure. Staff recommends that Council update the Cities water rate for master metered residential to charge them the same “per door” price as single family residential which almost exclusively have a 5/8-in meter while maintaining the tiered rate structure.

	Current City Base Rate	Base Rate Increase	New Base Rate
Master Metered Residential Water Rate	N/A	\$17.75 per Unit monthly base rate	\$17.75 per Unit monthly base rate

Non-Residential Culinary Water Rates

The City currently charges a base rate based on meter size and \$1.65 per 1,000 gallons. Staff recommends that Council update the Cities water rate for non-residential to charge them the same price as the lowest residential tier which is \$2.40 per 1,000 gallons. In addition to this, staff recommends that the City study a rate plan for non-residential users that is comparable to residential users.

	Current Rate	Base Rate Increase	New Rate
Non-Residential Water Rate	Base Rate Based on Meter Size \$1.65 per 1,000 gallons	\$0.75 per 1,000 gallons	Base Rate Based on Meter Size, \$2.40 per 1,000 gallons

Sewage Treatment Rates

To ensure that the City’s Sewer Fund remains healthy while covering the increased user fees from Timpanogos Special Service District, Staff recommends that Council update sewage treatment fees, as shown below.

	City Sewer Rates	Fee Increase	New Rates
Residential Base Rate (Covers first 3,000 gallons)	\$31.36	\$3.75 (\$1.25 for every 1,000 gallons covered in the base rate. 1,000 times 3 equals \$3.75)	\$35.11
3,001 to 7,000 Culinary Gallons used (residential)	\$3.70 per 1,000 gallons	\$1.25 per 1,000 gallons	\$4.95 per 1,000 gallons
7,001 to 12,000 Culinary Gallons used (residential)	\$3.92 per 1,000 gallons	\$1.25 per 1,000 gallons	\$5.17 per 1,000 gallons
12,001 + Culinary Gallons used (residential)	\$4.09 per 1,000 gallons	\$1.25 per 1,000 gallons	\$5.34 per 1,000 gallons
Non-Residential	\$3.45 per 1,000 gallons	\$1.25 per 1,000 gallons	\$4.70 per 1,000 gallons

C. Recommendation: Staff recommends Council adopt the new rates and the attached fee resolution adjusting rates for the Garbage Fund, Water Fund, and Sewage Fund, effective January 1st, 2024.

RESOLUTION NO. R23-66 (12-5-23)

**A RESOLUTION AMENDING THE CITY OF
SARATOGA SPRINGS CONSOLIDATED FEE
SCHEDULE FOR FISCAL YEAR 2023-2024
AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Saratoga Springs has found it necessary to amend various rates in the City's current Consolidated Fee Schedule; and

WHEREAS, pursuant to state law, the City Council has conducted a public meeting on the proposed fee amendments; and

WHEREAS, in the attached staff report dated, December 5, 2023, City Staff has proposed plans for amending the garbage/recycling, construction water, culinary water and sewage treatment fees; and

WHEREAS, the City Council has determined that an amendment to the Consolidated Fee Schedule is in the best interests of the public, will further the public health, safety, and welfare, and will assist in the efficient administration of City government.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS, UTAH, THAT:

1. The City of Saratoga Springs does hereby the recommended new rates in the attached staff report as the amended garbage/recycling, construction water, culinary water, and sewage treatment fees in the Consolidated Fee Schedule.
2. City Staff is directed to update the garbage/recycling, construction water, culinary water and sewage treatment fees in the Consolidated Fee Schedule consistent with this Resolution.

BE IT FURTHER RESOLVED that the amended fees and this resolution shall take effect starting January 1st 2024.

Passed on the 5th day of December, 2023

CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION

Signed: _____
Jim Miller, Mayor

Attest: _____
Cindy LoPiccolo, City Recorder



SARATOGA
SPRINGS

Life's just better here

Planning Department Memorandum

TO: City Council
FROM: Kent Page, Senior Planner
MEMO DATE: November 28, 2023
MEETING: December 5, 2023
RE: Stevenett Development Rezone, Development Agreement Ordinance

During the November 7th City Council Work Meeting, staff received clarification from the City Council on drafting a development agreement for the Stevenett Development Rezone. (On August 15, 2023, the City Council approved the Stevenett Development General Plan Amendment and Rezone.)

Staff recommends the passage of the following motion:

“Based upon the evidence and explanations received today, I move to **approve** Ordinance 23-43 (12-5-23) approving the Stevenett Rezone Development Agreement for property located at 1751 N. Redwood Road.”

Please find attached the draft development agreement ordinance.

WHEN RECORDED RETURN TO:

Saratoga Springs City Recorder
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on _____, 20__, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation, hereinafter referred to as "City," and 6 Pack LLC (property owner), a Utah corporation/limited liability company; hereinafter referred to as "Developer."

RECITALS:

WHEREAS, Developer owns or has the right to purchase 3.14 +/- acres of property located in the City of Saratoga Springs, Utah, which is more fully described in the property ownership map, vicinity map, and/or legal descriptions attached as Exhibit A ("Property"); and

WHEREAS, the Property is currently zoned Business Park (BP). Developer wishes to develop the project known as Stevenett Development, which will consist of Regional Commercial uses ("Project"). Currently, the proposed Project does not meet the BP zone requirements and therefore would not be allowed in the BP zone. Therefore, in order to develop the Project, Developer wishes to place the Property in the Regional Commercial zone, as provided in Title 19 of the City Code, as amended (the "Zoning Request") and wishes to be voluntarily bound by this Agreement in order to be able to develop the Project as proposed; and

WHEREAS, City desires to enter into this Agreement to promote the health, welfare, safety, convenience, and economic prosperity of the inhabitants of the City through the establishment and administration of conditions and regulations concerning the use and development of the Property; and

WHEREAS, City desires to enter into this Agreement because the Agreement establishes planning principles, standards, and procedures to eliminate uncertainty in planning and guide the orderly development of the Property consistent with the City General Plan, the City Code, and the conditions imposed by the Planning Commission and City Council; and

WHEREAS, to assist City in its review of the Rezoning Request and to ensure development of the Project in accordance with Developer's representations to City, Developer and City desire to enter voluntarily into this Agreement, which sets forth the process and standards whereby Developer may develop the Project; and

WHEREAS, on September 6, 2022, City adopted a comprehensive update to its general plan ("General Plan") pursuant to Utah Code Annotated §§ 10-9a-401, et seq. A portion of the

General Plan establishes development policies for the Property. Such development policies are not consistent with the proposed Project; and

WHEREAS, on July 13, 2023, after a duly noticed public hearing, City’s Planning Commission recommended approval of Developer’s General Plan Amendment and Zoning Request and reviewed the conceptual project plans, attached hereto as Exhibit D (“Concept Plan”), and forwarded the application to the City Council for its consideration, subject to the findings and conditions contained in the Staff Report, and written minutes attached hereto as Exhibit B; and

WHEREAS, on August 15, 2023, the Saratoga Springs City Council (“City Council”), after holding a duly noticed public meeting and consideration of all comments from the public, neighborhood representatives, Developer, and City officials, approved Developer’s General Plan Amendment and Zoning Request, and reviewed the conceptual project plans, attached hereto as Exhibit D, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit C; and

WHEREAS, at the August 15, 2023 City Council meeting, a condition was imposed by the City Council that a development agreement be entered into specifying in part that certain uses normally allowed in the RC zone would be excluded from development on the portions of the Property rezoned from BP to RC; and

WHEREAS, on _____ (future date), the City Council, after holding a duly noticed public meeting, approved this Development Agreement, which, among other things, specifies the uses that are restricted from development on the portions of the Property rezoned from BP to RC; and

WHEREAS, the Concept Plan, attached as Exhibit D, among other things, identifies land uses and required road, landscaping, trail, storm drain, sewer, and water improvements; and

WHEREAS, to allow development of the Property for the benefit of Developer, to ensure City that the development of the Property will conform to applicable policies set forth in the General Plan, and to address concerns of property owners in proximity to the Property, Developer and City are each willing to abide by the terms and conditions set forth herein; and

WHEREAS, pursuant to its legislative authority under Utah Code Annotated § 10-9a-101, et seq., and after all required public notice and hearings and execution of this Agreement by Developer, the City Council, in exercising its legislative discretion, has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, City’s General Plan, and Title 19 of the City code (collectively, the “Public Purposes”). As a result of such determination, City has elected to process the General Plan Amendment and Rezoning Request and authorize the subsequent development thereunder in accordance with the provisions of this Agreement, and City has concluded that the terms and conditions set forth in this Agreement accomplish the Public Purposes referenced above and promote the health, safety, prosperity, security, and general welfare of the residents and taxpayers of City.

AGREEMENT:

Now, therefore, in consideration of the recitals above and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

1. **Effective Date.** This Agreement shall become effective on the date it is executed by Developer and City (the "Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.
2. **Affected Property.** The vicinity zoning map, and legal descriptions for the property are attached as Exhibit A. In the event of a conflict between the legal description and the property ownership map, the legal description shall take precedence. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developer and City.
3. **Zone Change, Permitted Uses, and City Regulations.** Subject to the terms of this Agreement, the future development of the Property shall be subject to the provisions of the RC zone. Except to the extent this Agreement is more restrictive, the Property shall comply with all "City Regulations," which is defined as "all City ordinances, regulations, specifications, and standards in effect at the time a complete preliminary plat, site plan, or development plan application is filed and all application fees are paid. City Regulations may include but are not limited to regulations regarding permitted uses, conditional uses, setbacks, frontage, height, access, required improvements, landscaping, and architectural and design requirements."
4. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of the police powers of City in enacting additional City Regulations, zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police power, such legislation shall not modify Developer's rights as set forth herein unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988), or successor case law or statute. Any such proposed change affecting Developer's rights shall be of general applicability to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project.
5. **Required Improvements.** This Agreement does not in any way convey to Developer any capacity in any City system or infrastructure or the ability to develop the Property without the need for Developer to install and dedicate to City all required improvements necessary to service the Property, including without limitation the dedication of water rights and sources. Developer shall be responsible for paying all property taxes, including rollback taxes, prior to dedication or conveyance and prior to acceptance by City. Future

development of the Property shall comply in all respects to all City Regulations with respect to the required infrastructure to service the Property, including but not limited to the installation of the City's minimum-sized infrastructure, whether or not the minimum size may have additional capacity. In addition, in consideration of granting the Zoning Request, Developer may be required to upsize certain infrastructure, as specified below. Not by way of limitation, the Developer shall be required to install and dedicate the following:

- a. **Water Rights and Sources.** Developer shall either convey or purchase from City sufficient water rights and sources to meet the requirements of City regulations. Any conveyance of water rights and sources shall be subject to a water banking agreement prepared by the City Attorney. Water rights and sources conveyed shall not be recognized as credits in the City's system until a change application is approved by the Utah Division of Water Rights (DWRi). A change application typically takes a minimum of 6 months to be approved by DWRi. If Developer wishes to convey water rights to the City (in lieu of purchasing water from the City), final plats shall not be approved for recordation until a change application is approved. City shall not be obligated to sell Developer water rights and sources unless the City has sufficient unused water rights and sources, which shall be determined in City's sole discretion.
- b. **Water Facilities for Development.** At the time of plat recordation or site plan approval, Developer shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including but not limited to storage, distribution, treatment, and fire flow facilities sufficient for the development of the Property in accordance with City Regulations. The required improvements for each plat shall be determined by the City and may be adjusted in accordance with City Regulations and any applicable law.
- c. **Sewer, Storm Drainage, and Roads.** At the time of plat recordation or site plan approval, Developer shall be responsible for the installation and dedication to City of all onsite and offsite sewer, storm drainage, and road improvements sufficient for the development of the Property in accordance with City Regulations. The required improvements for each plat or site plan shall be determined by the City Engineer at the time of plat or site plan submittal and may be adjusted in accordance with City Regulations and any applicable law.
- d. **Trail Improvements.** As an express condition of this Agreement and the Zoning Request, Developer shall be required to install and improve the trail improvements along Redwood Road and as more fully specified on the City's Parks, Recreation, Trails, and Open Space Master Plan. This shall be in addition to and not in lieu of all required landscaping improvements according to City Regulations. Developer may receive credits towards the City's landscaping requirements for the installation of the trail improvements per City regulations. Developer shall maintain the landscaping portion of trail improvements in perpetuity including repairing and replacing the vegetation, replacing decorative

rock or mulch, repairing and replacing all necessary irrigation infrastructure and improvements, and providing snow removal to ensure that the public is able to safely use and access the trail at all times. Developer shall also be responsible for installing landscaping and maintaining any unimproved areas between Developer's property and the pavement surface of _____ [note: list the road name here]. City shall be responsible for the perpetual repair and replacement of the trail surface. To ensure perpetual maintenance of the Redwood Road trail landscaping, Developer shall establish an owners association per Utah law that is required to maintain the Redwood Road trail landscaping in perpetuity after Developer no longer has a controlling ownership interest in the Property.

6. Final Project/Plat or Development Plan Approval. Developer shall cause final plat and final project plans and specifications (including but not limited to site and building design plans) (the "Plans") to be prepared for the Project meeting City Regulations, this Agreement, including all exhibits, and any conditions of approval as specified in Exhibits B and C. In determining whether the Plans meet all requirements, Developer shall provide all information required by City Regulations, as well as any information which City staff reasonably requests.
7. Standards for Approval. City shall approve the Plans if such Plans meet the requirements of this Agreement in Exhibit E and City Regulations. Developer shall be required to proceed through the Preliminary Plat, Final Plat, and Site Plan approval process as specified by City Regulations to record a Final Plat with the Utah County Recorder and pay all recording fees.

A specific requirement for approval is the interconnection between this site and adjacent properties. Developer shall provide direct access to adjacent sites through the parking lot. The direct access shall use drive isles that create a straight route through the Developer's property and are unobstructed by medians and parking stalls. Direct access, via the use of drive isles that create a straight route, through the parking lot will be given to and from the following adjacent properties: 1) Western Hills Drive, 2) parcel to the north and also adjacent to Redwood Road, and 3) Sergeant Court Phase 1. (See Exhibit "E")

8. Term. The term of this Agreement shall commence on the effective date of this Agreement and shall continue for a period of ten years. However, this Agreement shall terminate earlier: (i) when certificates of occupancy have been issued for all buildings and/or dwelling units in the Project; provided, however, that any covenant included in this Agreement which is intended to run with the land shall survive this Agreement; or (ii) if Developer fails to proceed with the Project within a period of two years. "Failure to proceed with development" shall be defined as failure to submit a complete site plan or preliminary plat application meeting all current City regulations and failure to pay the City's application fees for such. Unless otherwise agreed to by City and Developer, Developer's vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement approved by City and Developer in writing. However, this Agreement shall continue for perpetuity for any portions of the

property contained in a final plat approved by City and recorded on the property in the county recorder's office by Developer, unless City and Developer mutually agree otherwise in writing. This Section 9 and Developer's vested rights are subject at all times to the City's reserved Legislative Powers in Section 4 of this Agreement.

9. Successors and Assigns.

- a. Change in Developer. This Agreement shall be binding on the successors and assigns of Developer. If the Property is transferred ("Transfer") to a third party ("Transferee"), Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to such Transfer, Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer under this Agreement and the persons and/or entities executing this Agreement as Developer shall be released from any further obligations under this Agreement as to the transferred Property.
- b. Individual Lot or Unit Sales. Notwithstanding the provisions of Subparagraph 9.a., a transfer by Developer of a lot or unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

10. Default.

- a. Events of Default. Upon the happening of one or more of the following events or conditions Developer or City, as applicable, shall be in default ("Default") under this Agreement:
 - i. a warranty, representation, or statement made or furnished by Developer under this Agreement is intentionally false or misleading in any material respect when it was made;
 - ii. a determination by City made upon the basis of substantial evidence that Developer has not complied in good faith with one or more of the material terms or conditions of this Agreement;
 - iii. any other event, condition, act, or omission, either by City or Developer that violates the terms of, or materially interferes with the intent and objectives of this Agreement.
- b. Procedure Upon Default.
 - i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days written notice specifying the nature of the alleged

Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default with such thirty day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in Paragraph 10.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.

ii. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.

c. Breach of Agreement. Upon Default as set forth in Subparagraphs 10.a. and 10.b. above, City may declare Developer to be in breach of this Agreement and City: (i) may withhold approval of any or all building permits or certificates of occupancy applied for in the Project, but not yet issued; and (ii) shall be under no obligation to approve or to issue any additional building permits or certificates of occupancy for any building within the Project until the breach has been corrected by Developer. In addition to such remedies, City or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

11. Entire Agreement. This Agreement shall supersede all prior agreements with respect to the subject matter hereof, not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A: Property Ownership map, Vicinity Map, and/or Legal Descriptions

Exhibit B: Staff Report with Adopted Planning Commission Findings and Conditions of Approval, Report of Action (if applicable) and Planning Commission Written Minutes

Exhibit C: Staff Report with Adopted City Council Findings and Conditions of Approval, Report of Action (if applicable), and City Council Written Minutes

Exhibit D: Concept Plan

Exhibit E: Standards for Approval

12. General Terms and Conditions.

- a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- b. Recording of Agreement. This Agreement shall be recorded at Developer's expense to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.
- c. Severability. Each and every provision of this Agreement shall be separate, several, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.
- d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.
- e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City.
- f. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void.
- g. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations, or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty days written notice to correct the violation (or such longer period as may be established in the discretion

of City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer. City shall be free from any liability arising out of the exercise of its rights under this paragraph.

- h. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein, except for minor amendments allowed per City Regulations.
- i. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement, except for minor amendments allowed per City regulations.
- j. Attorney Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief, or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.
- k. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four days after being sent by registered or certified mail, properly addressed to the parties as follows (or to such other address as the receiving party shall have notified the sending party in accordance with the provisions hereof):

To the Developer:

Shaun Stevenett
10669 S. Cachuma Way
South Jordan, UT 84009

To the City:

City Manager
City of Saratoga Springs
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045

- l. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.
- m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven days of receipt of said facsimile copy.
- n. Hold Harmless and Indemnification. Developer agrees to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims, damages, just compensation restitution, inverse condemnation, or any judicial or equitable relief which may arise from or are related to any activity connected with the Project, including approval of the Project, the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees, or other persons acting on its behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Project and geological hazards.
 - i. Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted by the City for maintenance
 - ii. City shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than thirty (30) days after the assertion or commencement of the claim, demand, action or proceeding. If any such notice is given, Developer shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.
- o. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or

responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

- p. Annual Review. City may review progress pursuant to this Agreement at least once every twelve (12) months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer to be in Default as provided in Paragraph 10 herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.
- q. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement or to enjoy any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. However, any remedy against the City shall be limited to specific performance only. Legal actions shall be instituted in the Fourth District Court, State of Utah, or in the Federal District Court for the District of Utah.
- r. Title and Authority. Developer expressly warrants and represents to City that Developer (i) owns all right, title and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developer. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.
- s. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

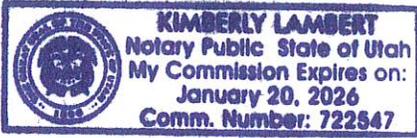
IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

Attest:

City of Saratoga Springs, a political subdivision of
the State of Utah

City Recorder

By: _____
Mayor



STEVENETT
DEVELOPER, DEVELOPMENT, a Utah
corporation/limited liability company/partnership.

By: CHANDLER STEVENETT 

Its: CO-OWNER

State of Utah

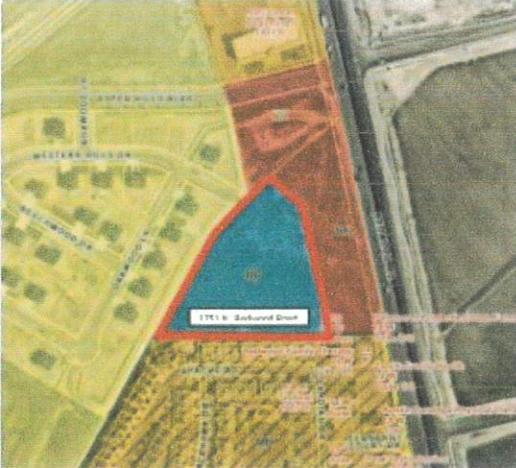
County of Salt Lake

The foregoing instrument was acknowledged before me this 19th day of
November 2023 by Stevenett Dev of Chandler Stevenett a Utah
corporation/limited liability company/partnership. 

Kimberly Lambert
Notary Public

Exhibit "A"

Vicinity Zoning Map, and Legal Description



A PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT LOCATED 996.05 FEET SOUTH 89°38'35" WEST ALONG THE SECTION LINE AND 611.31 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 11, AND RUNNING THENCE NORTH 29°35'00" EAST A DISTANCE OF 340.44 FEET, THENCE NORTH 44°51'00" EAST A DISTANCE OF 227.80 FEET, THENCE SOUTH 45°03'59" EAST A DISTANCE OF 134.46 FEET, THENCE SOUTH 11°08'19" EAST A DISTANCE OF 282.41 FEET, THENCE SOUTH 0°00'00" WEST A DISTANCE OF 85.50 FEET, THENCE SOUTH 90°00'00" WEST A DISTANCE OF 478.47 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 3.14 ACRES (136674 SF).

Exhibit "B"

Staff Report with Adopted Planning Commission Findings and Conditions of Approval, Report of Action (if applicable), and Written Minutes

{ON FILE WITH THE CITY RECORDER}

Exhibit "C"

Staff Report with Adopted City Council Findings and Conditions of Approval, Report of Action (if applicable), City Council Written Minutes.

[ON FILE WITH THE CITY RECORDER]

Exhibit "D"
Concept Plan
(Rezone Property & adjacent RC Property Along Redwood Road)

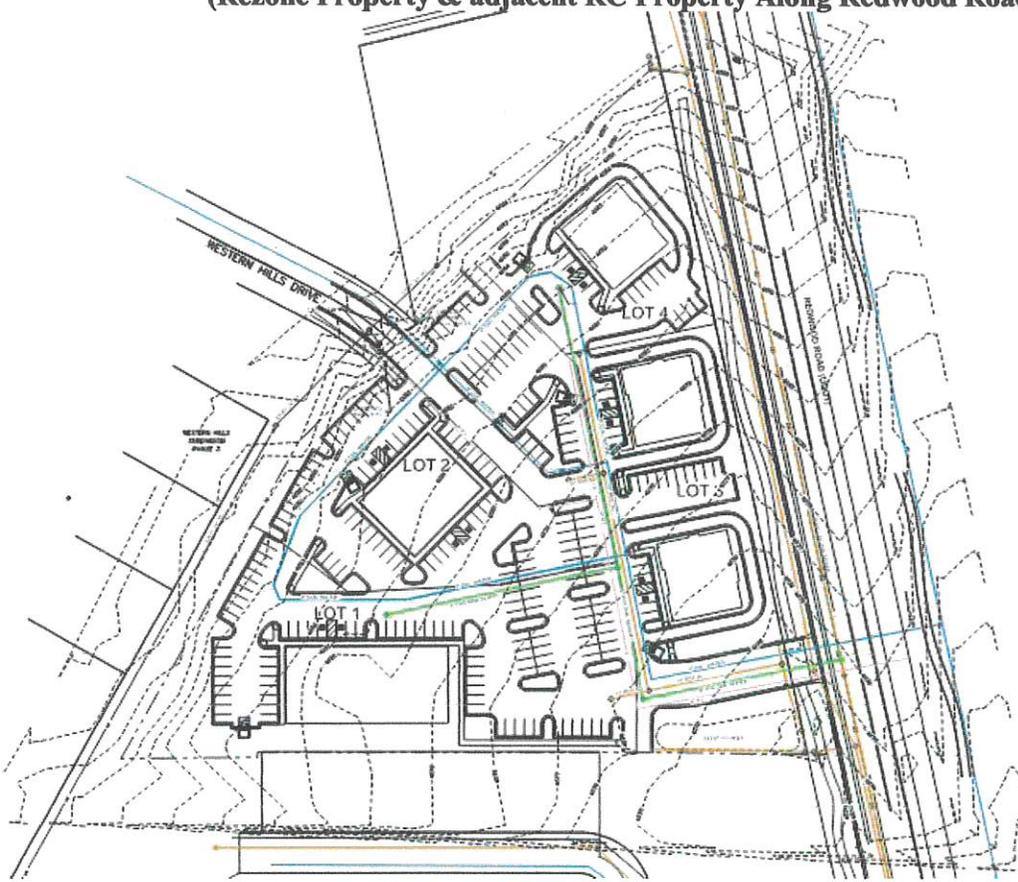


Exhibit “E”
Standards for Approval
(Applies to just Rezone Property; not Property Along Redwood Road)

Permitted Uses

Permitted uses shall follow 19.04.11 except **the following uses will not be permitted:**

1. Alcoholic Beverage, State Liquor Store
2. Animal Hospital, Small/Small Veterinary Office
3. Automobile Rental & Leasing Agency
4. Automobile Repair, Minor
5. Automobile Sales
6. Automobile, Boat, All-Terrain Vehicle (ATV), Motorcycle, Recreation Vehicle, Sales & Service
7. Bar
8. Building Material Sales (without outdoor storage)
9. Car Wash (full service)
10. Car Wash (self-service)
11. Commercial Recreation
12. Commuter/Light Rail Station
13. Convenience Store
14. Convenience Store/Fast Food Combination
15. Dry Cleaners
16. Dwelling, above commercial
17. Fitness Center (5,000 sq. ft. or less)
18. Fitness Center (5,001 sq. ft. or larger)
19. Funeral Home
20. Grocery Store
21. Hospital
22. Hotels
23. Kennel, Commercial
24. Laundromat
25. Non-Depository Institutions
26. Recreation Center
27. Recreation Rentals
28. Refueling Station, Public
29. Refueling Station, Private
30. Rental, Long-Term
31. Rental, Short Term
32. Retail, Big Box
33. Theater
34. Transit-Oriented Development (TOD)

Access

Direct access through the parking lot will be given to and from the following adjacent properties:

1. Western Hills Drive
2. Parcel to the north and also adjacent to Redwood Road
3. Sergeant Court Phase 1



ORDINANCE NO. 23-43 (12-5-23)

**AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH
APPROVING A DEVELOPMENT AGREEMENT SPECIFYING THE
TERMS OF THE DEVELOPMENT OF CERTAIN REAL PROPERTY
IN THE CITY**

WHEREAS, on August 15, 2023, the City Council voted to approve a rezone and general plan amendment (“Exhibit A”) on certain property conditional upon approval on the terms of a development agreement, which agreement is attached as Exhibit B (“Agreement”); and

WHEREAS, pursuant to Utah Code § 10-9a-102, the City Council is authorized to enter into development agreements it considers necessary or appropriate for the use and development of land within the municipality; and

WHEREAS, the City desires to enter into the Agreement because the Agreement establishes planning principles, standards, and procedures to eliminate uncertainty in planning and guide the orderly development of the Property; and

WHEREAS, after due consideration, and after proper notice, and after conducting the requisite public hearing with the Planning Commission, the City Council, pursuant to its legislative authority under Utah Code Annotated § 10-9a-101, et seq., has determined that it is in the best interests of the residents of the City of Saratoga Springs to approve the Agreement.

NOW THEREFORE, the City Council hereby ordains as follows:

SECTION I – ENACTMENT

The City Manager is hereby authorized to sign the development agreement attached as Exhibit B. City Staff may make any non-substantive changes to the Agreement before execution but may not make any changes inconsistent with the conditions of approval adopted by the City Council.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

If any ordinances, resolutions, policies, or maps of the City of Saratoga Springs heretofore adopted are inconsistent herewith they are hereby amended to comply with the provisions hereof. If they cannot be amended to comply with the provisions hereof, they are hereby repealed.

SECTION III – EFFECTIVE DATE

This ordinance shall take effect upon its passage by a majority vote of the Saratoga Springs City Council and following notice and publication as required by the Utah Code.

SECTION IV – SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION V – PUBLIC NOTICE

The Saratoga Springs Recorder is hereby ordered, in accordance with the requirements of Utah Code § 10-3-710–711, to do as follows:

- a. deposit a copy of this ordinance in the office of the City Recorder; and
- b. publish notice as follows:
 - i. publish a short summary of this ordinance on the Utah Public Notice Website created in Utah Code § 63F-1-701 and on the City’s official website; and
 - ii. publish a short summary of this ordinance in a public location within the City that is reasonably likely to be seen by residents of the City.

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 5th day of December, 2023.

Signed: _____
 Jim Miller, Mayor

Attest: _____
 Cindy LoPiccolo, City Recorder

CITY COUNCIL VOTE AS RECORDED

Councilmembers:	Yes	No	Abstain	Excused
Chris Carn	_____	_____	_____	_____
Michael McOmber	_____	_____	_____	_____
Ryan Poduska	_____	_____	_____	_____
Chris Porter	_____	_____	_____	_____
Stephen Willden	_____	_____	_____	_____
Mayor Jim Miller (tie only)	_____	_____		

EXHIBIT A

Minutes

3. **Stevenett Development General Plan Amendment, Rezone, and Concept Plan, Shaun Stevenett Applicant, 1751 North Redwood Road; Ordinance 23-29 (8-15-23).**

Council Member McOmber joined the meeting electronically at the beginning of this item. Community Development Director Ken Young advised there were some comments from the public regarding this general plan amendment and rezone. A copy of the presentation of this is included in the City Council Packet Items on the City Website. This will amend the general plan and rezone the lot. The concept plan has also been submitted with quite a bit of detail.

Jared Osmond advised he is not an owner of the property however he hopes to be a general contractor of the property. He thinks that office buildings would be a mistake right now because there are thousands of square feet of empty office space throughout Utah right now. He agrees that there could be CCNR's in a development agreement but he would hate to see the process held up due to that. He is more than happy to have a development agreement because part of the conditions. They can work on light affect to the neighborhood.

Council Member Carn does think that Mr. Osmond builds great products. He doesn't have any problem with the rezone. He does think Regional Commercial will keep things out of the area that aren't wanted. He does think a development agreement is needed for the area.

Council Member Willden has a lot of similar thoughts. He normally doesn't have any issue with rezoning to Regional Commercial, unless there are homes surrounding it. He thinks that some things should be outlined in the development agreement as not allowed to mitigate noise and issues to the neighbors.

Council Member Porter looked through the list of uses to look at the differences. Most of the objectionable uses are on page 4. He thinks that the development agreement needs to be looked at closely. Home owners purchased their property with certain expectations and he wants to make sure they don't get something undesirable.

Council Member Poduska didn't want to lose the business zoning at first but the only way they could get enough space was to go vertical but that would be a nuisance.

Council Member McOmber mentioned that there is very little to no office space in the City so he doesn't like the absolutes. However he is in favor of the zone change. He wondered if there are potential tenants that they should be aware of to get an understanding around.

Mr. Osmond advised they could still have small office in the area. They have medical users that want it but they are looking at all of the options that are coming to them. They are also not opposed to speed bumps if the City would allow them. You can only build what you can park so a recreational use would have to be small scale.

Motion by Council Member Porter to approve Stevenett Development General Plan Amendment, Rezone, and Concept Plan, Shaun Stevenett Applicant, 1751 North Redwood Road; Ordinance 23-29 (8-15-23) with all staff findings and conditions including the requirement that staff will work with Council to identify the uses that they want to exclude from the rezone seconded by Council Member Willden.

City Attorney Kevin Thurman mentioned that they are recommending tabling this item to work out traffic flow and other concerns in the area. However there is a motion on the table and they don't have to follow that recommendation.

Vote:

Council Member Chris Carn Yes

Council Member Chris Porter Yes

Council Member Ryan Poduska Yes

Council Member Stephen Willden Yes

Council Member Michael McOmber Yes

Motion carried 5-0.

EXHIBIT B
Development Agreement
(please see next page)

WHEN RECORDED RETURN TO:

Saratoga Springs City Recorder
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on _____, 20__, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation, hereinafter referred to as "City," and 6 Pack LLC (property owner), a Utah corporation/limited liability company; hereinafter referred to as "Developer."

RECITALS:

WHEREAS, Developer owns or has the right to purchase 3.14 +/- acres of property located in the City of Saratoga Springs, Utah, which is more fully described in the property ownership map, vicinity map, and/or legal descriptions attached as Exhibit A ("Property"); and

WHEREAS, the Property is currently zoned Business Park (BP). Developer wishes to develop the project known as Stevenett Development, which will consist of Regional Commercial uses ("Project"). Currently, the proposed Project does not meet the BP zone requirements and therefore would not be allowed in the BP zone. Therefore, in order to develop the Project, Developer wishes to place the Property in the Regional Commercial zone, as provided in Title 19 of the City Code, as amended (the "Zoning Request") and wishes to be voluntarily bound by this Agreement in order to be able to develop the Project as proposed; and

WHEREAS, City desires to enter into this Agreement to promote the health, welfare, safety, convenience, and economic prosperity of the inhabitants of the City through the establishment and administration of conditions and regulations concerning the use and development of the Property; and

WHEREAS, City desires to enter into this Agreement because the Agreement establishes planning principles, standards, and procedures to eliminate uncertainty in planning and guide the orderly development of the Property consistent with the City General Plan, the City Code, and the conditions imposed by the Planning Commission and City Council; and

WHEREAS, to assist City in its review of the Rezoning Request and to ensure development of the Project in accordance with Developer's representations to City, Developer and City desire to enter voluntarily into this Agreement, which sets forth the process and standards whereby Developer may develop the Project; and

WHEREAS, on September 6, 2022, City adopted a comprehensive update to its general plan ("General Plan") pursuant to Utah Code Annotated §§ 10-9a-401, et seq. A portion of the

General Plan establishes development policies for the Property. Such development policies are not consistent with the proposed Project; and

WHEREAS, on July 13, 2023, after a duly noticed public hearing, City’s Planning Commission recommended approval of Developer’s General Plan Amendment and Zoning Request and reviewed the conceptual project plans, attached hereto as Exhibit D (“Concept Plan”), and forwarded the application to the City Council for its consideration, subject to the findings and conditions contained in the Staff Report, and written minutes attached hereto as Exhibit B; and

WHEREAS, on August 15, 2023, the Saratoga Springs City Council (“City Council”), after holding a duly noticed public meeting and consideration of all comments from the public, neighborhood representatives, Developer, and City officials, approved Developer’s General Plan Amendment and Zoning Request, and reviewed the conceptual project plans, attached hereto as Exhibit D, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit C; and

WHEREAS, at the August 15, 2023 City Council meeting, a condition was imposed by the City Council that a development agreement be entered into specifying in part that certain uses normally allowed in the RC zone would be excluded from development on the portions of the Property rezoned from BP to RC; and

WHEREAS, on _____ (future date), the City Council, after holding a duly noticed public meeting, approved this Development Agreement, which, among other things, specifies the uses that are restricted from development on the portions of the Property rezoned from BP to RC; and

WHEREAS, the Concept Plan, attached as Exhibit D, among other things, identifies land uses and required road, landscaping, trail, storm drain, sewer, and water improvements; and

WHEREAS, to allow development of the Property for the benefit of Developer, to ensure City that the development of the Property will conform to applicable policies set forth in the General Plan, and to address concerns of property owners in proximity to the Property, Developer and City are each willing to abide by the terms and conditions set forth herein; and

WHEREAS, pursuant to its legislative authority under Utah Code Annotated § 10-9a-101, et seq., and after all required public notice and hearings and execution of this Agreement by Developer, the City Council, in exercising its legislative discretion, has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, City’s General Plan, and Title 19 of the City code (collectively, the “Public Purposes”). As a result of such determination, City has elected to process the General Plan Amendment and Rezoning Request and authorize the subsequent development thereunder in accordance with the provisions of this Agreement, and City has concluded that the terms and conditions set forth in this Agreement accomplish the Public Purposes referenced above and promote the health, safety, prosperity, security, and general welfare of the residents and taxpayers of City.

AGREEMENT:

Now, therefore, in consideration of the recitals above and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

1. Effective Date. This Agreement shall become effective on the date it is executed by Developer and City (the “Effective Date”). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.
2. Affected Property. The vicinity zoning map, and legal descriptions for the property are attached as Exhibit A. In the event of a conflict between the legal description and the property ownership map, the legal description shall take precedence. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developer and City.
3. Zone Change, Permitted Uses, and City Regulations. Subject to the terms of this Agreement, the future development of the Property shall be subject to the provisions of the RC zone. Except to the extent this Agreement is more restrictive, the Property shall comply with all “City Regulations,” which is defined as “all City ordinances, regulations, specifications, and standards in effect at the time a complete preliminary plat, site plan, or development plan application is filed and all application fees are paid. City Regulations may include but are not limited to regulations regarding permitted uses, conditional uses, setbacks, frontage, height, access, required improvements, landscaping, and architectural and design requirements.”
4. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police powers of City in enacting additional City Regulations, zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police power, such legislation shall not modify Developer’s rights as set forth herein unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988), or successor case law or statute. Any such proposed change affecting Developer’s rights shall be of general applicability to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project.
5. Required Improvements. This Agreement does not in any way convey to Developer any capacity in any City system or infrastructure or the ability to develop the Property without the need for Developer to install and dedicate to City all required improvements necessary to service the Property, including without limitation the dedication of water rights and sources. Developer shall be responsible for paying all property taxes, including rollback taxes, prior to dedication or conveyance and prior to acceptance by City. Future

development of the Property shall comply in all respects to all City Regulations with respect to the required infrastructure to service the Property, including but not limited to the installation of the City's minimum-sized infrastructure, whether or not the minimum size may have additional capacity. In addition, in consideration of granting the Zoning Request, Developer may be required to upsize certain infrastructure, as specified below. Not by way of limitation, the Developer shall be required to install and dedicate the following:

- a. **Water Rights and Sources.** Developer shall either convey or purchase from City sufficient water rights and sources to meet the requirements of City regulations. Any conveyance of water rights and sources shall be subject to a water banking agreement prepared by the City Attorney. Water rights and sources conveyed shall not be recognized as credits in the City's system until a change application is approved by the Utah Division of Water Rights (DWRi). A change application typically takes a minimum of 6 months to be approved by DWRi. If Developer wishes to convey water rights to the City (in lieu of purchasing water from the City), final plats shall not be approved for recordation until a change application is approved. City shall not be obligated to sell Developer water rights and sources unless the City has sufficient unused water rights and sources, which shall be determined in City's sole discretion.
- b. **Water Facilities for Development.** At the time of plat recordation or site plan approval, Developer shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including but not limited to storage, distribution, treatment, and fire flow facilities sufficient for the development of the Property in accordance with City Regulations. The required improvements for each plat shall be determined by the City and may be adjusted in accordance with City Regulations and any applicable law.
- c. **Sewer, Storm Drainage, and Roads.** At the time of plat recordation or site plan approval, Developer shall be responsible for the installation and dedication to City of all onsite and offsite sewer, storm drainage, and road improvements sufficient for the development of the Property in accordance with City Regulations. The required improvements for each plat or site plan shall be determined by the City Engineer at the time of plat or site plan submittal and may be adjusted in accordance with City Regulations and any applicable law.
- d. **Trail Improvements.** As an express condition of this Agreement and the Zoning Request, Developer shall be required to install and improve the trail improvements along Redwood Road and as more fully specified on the City's Parks, Recreation, Trails, and Open Space Master Plan. This shall be in addition to and not in lieu of all required landscaping improvements according to City Regulations. Developer may receive credits towards the City's landscaping requirements for the installation of the trail improvements per City regulations. Developer shall maintain the landscaping portion of trail improvements in perpetuity including repairing and replacing the vegetation, replacing decorative

rock or mulch, repairing and replacing all necessary irrigation infrastructure and improvements, and providing snow removal to ensure that the public is able to safely use and access the trail at all times. Developer shall also be responsible for installing landscaping and maintaining any unimproved areas between Developer's property and the pavement surface of _____ [note: list the road name here]. City shall be responsible for the perpetual repair and replacement of the trail surface. To ensure perpetual maintenance of the Redwood Road trail landscaping, Developer shall establish an owners association per Utah law that is required to maintain the Redwood Road trail landscaping in perpetuity after Developer no longer has a controlling ownership interest in the Property.

6. Final Project/Plat or Development Plan Approval. Developer shall cause final plat and final project plans and specifications (including but not limited to site and building design plans) (the "Plans") to be prepared for the Project meeting City Regulations, this Agreement, including all exhibits, and any conditions of approval as specified in Exhibits B and C. In determining whether the Plans meet all requirements, Developer shall provide all information required by City Regulations, as well as any information which City staff reasonably requests.
7. Standards for Approval. City shall approve the Plans if such Plans meet the requirements of this Agreement in Exhibit E and City Regulations. Developer shall be required to proceed through the Preliminary Plat, Final Plat, and Site Plan approval process as specified by City Regulations to record a Final Plat with the Utah County Recorder and pay all recording fees.

A specific requirement for approval is the interconnection between this site and adjacent properties. Developer shall provide direct access to adjacent sites through the parking lot. The direct access shall use drive isles that create a straight route through the Developer's property and are unobstructed by medians and parking stalls. Direct access, via the use of drive isles that create a straight route, through the parking lot will be given to and from the following adjacent properties: 1) Western Hills Drive, 2) parcel to the north and also adjacent to Redwood Road, and 3) Sergeant Court Phase 1. (See Exhibit "E")

8. Term. The term of this Agreement shall commence on the effective date of this Agreement and shall continue for a period of ten years. However, this Agreement shall terminate earlier: (i) when certificates of occupancy have been issued for all buildings and/or dwelling units in the Project; provided, however, that any covenant included in this Agreement which is intended to run with the land shall survive this Agreement; or (ii) if Developer fails to proceed with the Project within a period of two years. "Failure to proceed with development" shall be defined as failure to submit a complete site plan or preliminary plat application meeting all current City regulations and failure to pay the City's application fees for such. Unless otherwise agreed to by City and Developer, Developer's vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement approved by City and Developer in writing. However, this Agreement shall continue for perpetuity for any portions of the

property contained in a final plat approved by City and recorded on the property in the county recorder's office by Developer, unless City and Developer mutually agree otherwise in writing. This Section 9 and Developer's vested rights are subject at all times to the City's reserved Legislative Powers in Section 4 of this Agreement.

9. Successors and Assigns.

- a. Change in Developer. This Agreement shall be binding on the successors and assigns of Developer. If the Property is transferred ("Transfer") to a third party ("Transferee"), Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to such Transfer, Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer under this Agreement and the persons and/or entities executing this Agreement as Developer shall be released from any further obligations under this Agreement as to the transferred Property.
- b. Individual Lot or Unit Sales. Notwithstanding the provisions of Subparagraph 9.a., a transfer by Developer of a lot or unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

10. Default.

- a. Events of Default. Upon the happening of one or more of the following events or conditions Developer or City, as applicable, shall be in default ("Default") under this Agreement:
 - i. a warranty, representation, or statement made or furnished by Developer under this Agreement is intentionally false or misleading in any material respect when it was made;
 - ii. a determination by City made upon the basis of substantial evidence that Developer has not complied in good faith with one or more of the material terms or conditions of this Agreement;
 - iii. any other event, condition, act, or omission, either by City or Developer that violates the terms of, or materially interferes with the intent and objectives of this Agreement.
- b. Procedure Upon Default.
 - i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days written notice specifying the nature of the alleged

Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default with such thirty day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in Paragraph 10.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.

ii. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.

c. Breach of Agreement. Upon Default as set forth in Subparagraphs 10.a. and 10.b. above, City may declare Developer to be in breach of this Agreement and City: (i) may withhold approval of any or all building permits or certificates of occupancy applied for in the Project, but not yet issued; and (ii) shall be under no obligation to approve or to issue any additional building permits or certificates of occupancy for any building within the Project until the breach has been corrected by Developer. In addition to such remedies, City or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

11. Entire Agreement. This Agreement shall supersede all prior agreements with respect to the subject matter hereof, not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A: Property Ownership map, Vicinity Map, and/or Legal Descriptions

Exhibit B: Staff Report with Adopted Planning Commission Findings and Conditions of Approval, Report of Action (if applicable) and Planning Commission Written Minutes

Exhibit C: Staff Report with Adopted City Council Findings and Conditions of Approval, Report of Action (if applicable), and City Council Written Minutes

Exhibit D: Concept Plan

Exhibit E: Standards for Approval

12. General Terms and Conditions.

- a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- b. Recording of Agreement. This Agreement shall be recorded at Developer's expense to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.
- c. Severability. Each and every provision of this Agreement shall be separate, several, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.
- d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.
- e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City.
- f. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void.
- g. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations, or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty days written notice to correct the violation (or such longer period as may be established in the discretion

of City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer. City shall be free from any liability arising out of the exercise of its rights under this paragraph.

- h. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein, except for minor amendments allowed per City Regulations.

- i. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement, except for minor amendments allowed per City regulations.

- j. Attorney Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief, or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.

- k. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four days after being sent by registered or certified mail, properly addressed to the parties as follows (or to such other address as the receiving party shall have notified the sending party in accordance with the provisions hereof):

To the Developer:	Shaun Stevenett 10669 S. Cachuma Way South Jordan, UT 84009
To the City:	City Manager City of Saratoga Springs 1307 N. Commerce Drive, Suite 200 Saratoga Springs, UT 84045

- l. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.

- m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven days of receipt of said facsimile copy.

- n. Hold Harmless and Indemnification. Developer agrees to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims, damages, just compensation restitution, inverse condemnation, or any judicial or equitable relief which may arise from or are related to any activity connected with the Project, including approval of the Project, the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees, or other persons acting on its behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Project and geological hazards.
 - i. Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted by the City for maintenance

 - ii. City shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than thirty (30) days after the assertion or commencement of the claim, demand, action or proceeding. If any such notice is given, Developer shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

- o. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or

responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

- p. Annual Review. City may review progress pursuant to this Agreement at least once every twelve (12) months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer to be in Default as provided in Paragraph 10 herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.

- q. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. However, any remedy against the City shall be limited to specific performance only. Legal actions shall be instituted in the Fourth District Court, State of Utah, or in the Federal District Court for the District of Utah.

- r. Title and Authority. Developer expressly warrants and represents to City that Developer (i) owns all right, title and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developer. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.

- s. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

Attest: City of Saratoga Springs, a political subdivision of the State of Utah

City Recorder By: _____
Mayor

DEVELOPER, _____, a Utah corporation/limited liability company/partnership.

By: _____

Its: _____

State of Utah

County of _____

The foregoing instrument was acknowledged before me this ____day of _____ 20__ by _____, of _____, a Utah corporation/limited liability company/partnership.

Notary Public

Exhibit "A"

Vicinity Zoning Map, and Legal Description



A PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT LOCATED 996.05 FEET SOUTH 89°38'35" WEST ALONG THE SECTION LINE AND 611.31 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 11, AND RUNNING THENCE NORTH 29°35'00" EAST A DISTANCE OF 340.44 FEET, THENCE NORTH 44°51'00" EAST A DISTANCE OF 227.80 FEET, THENCE SOUTH 45°03'59" EAST A DISTANCE OF 134.46 FEET, THENCE SOUTH 11°08'19" EAST A DISTANCE OF 282.41 FEET, THENCE SOUTH 0°00'00" WEST A DISTANCE OF 85.50 FEET, THENCE SOUTH 90°00'00" WEST A DISTANCE OF 478.47 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 3.14 ACRES (136674 SF).

Exhibit “B”

Staff Report with Adopted Planning Commission Findings and Conditions of Approval, Report of Action (if applicable), and Written Minutes

[ON FILE WITH THE CITY CLERK]

Exhibit “C”

Staff Report with Adopted City Council Findings and Conditions of Approval, Report of Action (if applicable), City Council Written Minutes.

[ON FILE WITH THE CITY RECORDER]

Exhibit "D"
Concept Plan
(Rezone Property & adjacent RC Property Along Redwood Road)

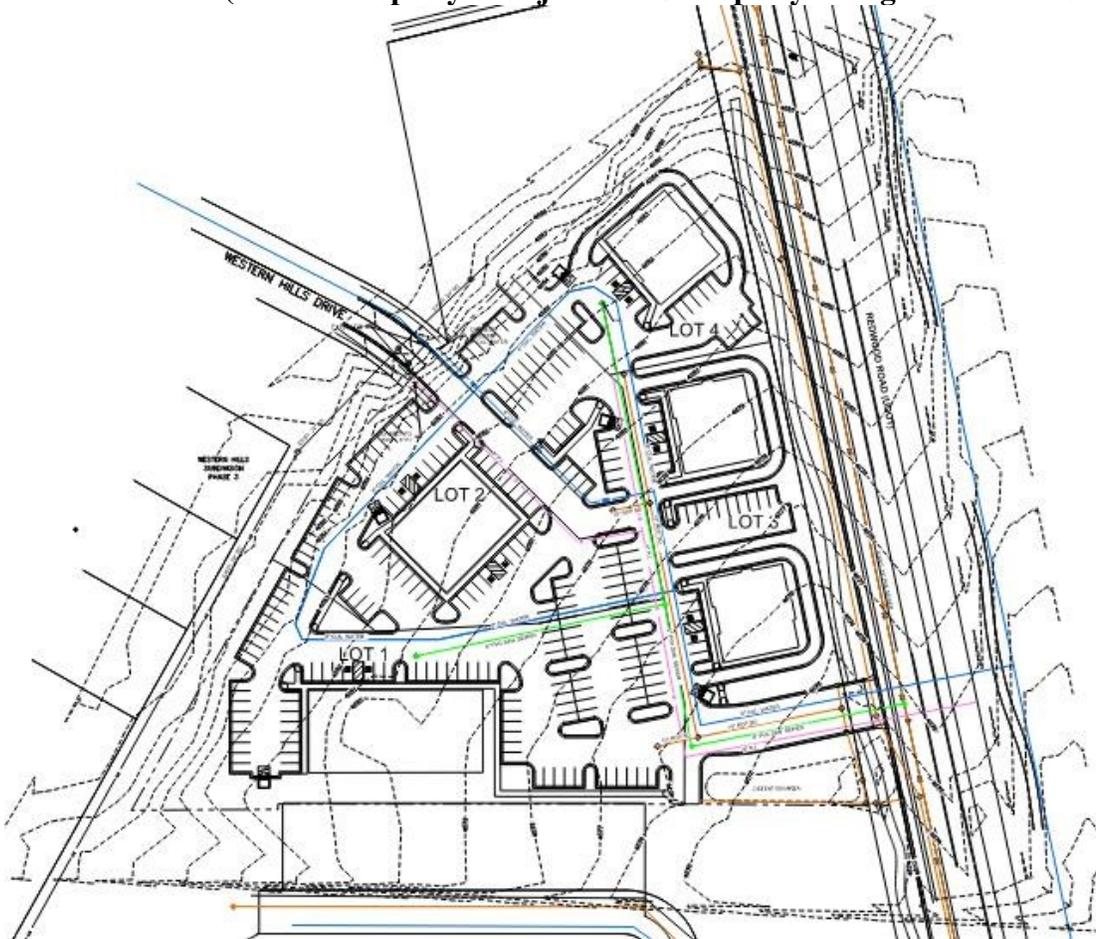


Exhibit “E”
Standards for Approval
(Applies to just Rezone Property; not Property Along Redwood Road)

Permitted Uses

Permitted uses shall follow 19.04.11 except **the following uses will not be permitted:**

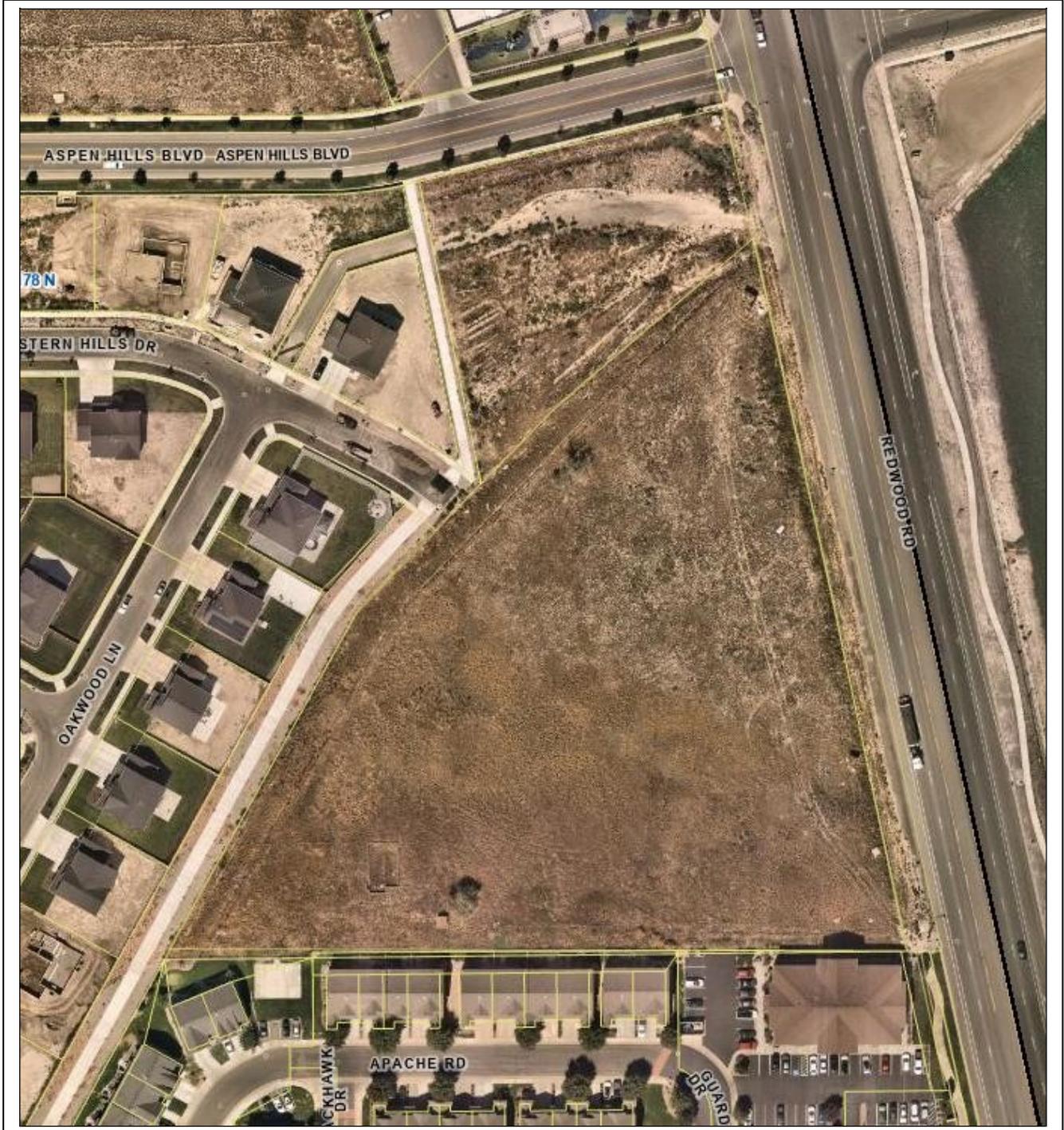
1. Alcoholic Beverage, State Liquor Store
2. Animal Hospital, Small/Small Veterinary Office
3. Automobile Rental & Leasing Agency
4. Automobile Repair, Minor
5. Automobile Sales
6. Automobile, Boat, All-Terrain Vehicle (ATV), Motorcycle, Recreation Vehicle, Sales & Service
7. Bar
8. Building Material Sales (without outdoor storage)
9. Car Wash (full service)
10. Car Wash (self-service)
11. Commercial Recreation
12. Commuter/Light Rail Station
13. Convenience Store
14. Convenience Store/Fast Food Combination
15. Dry Cleaners
16. Dwelling, above commercial
17. Fitness Center (5,000 sq. ft. or less)
18. Fitness Center (5,001 sq. ft. or larger)
19. Funeral Home
20. Grocery Store
21. Hospital
22. Hotels
23. Kennel, Commercial
24. Laundromat
25. Non-Depository Institutions
26. Recreation Center
27. Recreation Rentals
28. Refueling Station, Public
29. Refueling Station, Private
30. Rental, Long-Term
31. Rental, Short Term
32. Retail, Big Box
33. Theater
34. Transit-Oriented Development (TOD)

Access

Direct access through the parking lot will be given to and from the following adjacent properties:

1. Western Hills Drive
2. Parcel to the north and also adjacent to Redwood Road

Sergeant Court Phase 1





**Parking Determination
Northshore Commercial
December 5, 2023
Public Meeting**

Report Date:	November 28, 2023
Applicant:	Elizabeth Cole
Owner:	JKG BRC Northshore LLC
Location:	659 North Saratoga Road
Major Street Access:	Saratoga Road
Parcel Number(s) & Size:	47:408:0003/ 5.99 acres
Parcel Zoning:	Office Warehouse (OW)
Adjacent Zoning:	Mixed Residential (MR), Agricultural (A), Heavy Commercial (HC)
Land Use:	Heavy Commercial
Current Use of Parcel:	New Warehouse/Flex Building
Adjacent Uses:	Undeveloped, Car Wash under construction, Mixed Residential
Previous Meetings:	Site Plan and Prelim Plat in 2022
Previous Approvals:	Site Plan, Prelim and Final Plat in 2022
Type of Action:	Administrative/Legislative (both)
Land Use Authority:	City Council
Future Routing:	N/A
Author:	Sarah Carroll, Planning Director, AICP

A. Executive Summary:

The applicant requests consideration of a parking determination for a trampoline park and an athletic training business in a new Warehouse/Flex Building in the Northshore Commerce development.

Recommendation:

Staff recommends the City Council conduct a public meeting on the proposed parking determination, review and discuss the proposal, and select from the motions in Section H of this report. Actions available to the City Council include approval, continuation, or denial.

B. Background:

The subject property is zoned office warehouse and has a newly constructed Warehouse/Flex building. The Land Development Code does not specifically list Trampoline Park or Athletic Training in the use tables or definitions. In such instances, the applicant may propose a parking standard for approval by the Land Use Authority.

C. Specific Request:

The applicant is proposing a parking standard for the uses they are proposing in their new building.

D. Process:

Parking requirements are part of a Site Plan Application and review. However, the proposed uses and parking ratios were not submitted at the time the initial Site Plan was reviewed and approved. Section 19.13 designates the City Council as the Land Use Authority for Site Plans and Section 19.09 specifies that the Land Use Authority “shall determine an appropriate parking requirement” based on the criteria listed in Section G of this report. A public hearing is not required.

E. Community Review:

Public notices are not required for this type of application.

F. General Plan:

The site is designated as Office Warehouse on the Land Use Map of the General Plan. The General Plan describes the general characteristics of the Office Warehouse land use designation as follows:

Areas designated for warehousing and office uses.

Staff conclusion: Consistent. The City Council approved the rezone to Office Warehouse in September of 2021.

G. Code Criteria:

Section 19.09.05 (7) states:

Where no comparative land use standard for parking is found in Section 19.09.10, Required Minimum Parking, the Land Use Authority for the related development shall determine an appropriate requirement using the following criteria:

- a. the intensity of the proposed use;
- b. times of operation and use;
- c. whether the hours or days of operation are staggered thereby reducing the need for the full amount of required parking;
- d. whether there is shared parking agreement in accordance with Section 19.09.05.10 below—if there is a shared parking agreement, a reduction may not

- be granted;
- e. the number of employees;
- f. the number of customers and patrons;
- g. trip generation; and
- h. peak demands.

Analysis:

The applicant has provided the attached report that addresses these criteria. In summary, they propose that they currently have enough parking to meet the demands of the proposed businesses at the present ratio. The site was initially constructed with 157 parking stalls for an 89,021 square foot building, resulting in a ratio of 1.76 stalls per 1,000 square feet. The attached report explains why they believe this will be adequate.

The closest related definitions in the Saratoga Springs Land Development Code are Commercial Recreation and Educational Center as defined below.

“Commercial Recreation” means any commercial enterprise which receives a fee in return for the provision of some recreational activity including racquet clubs, health facilities, and amusement parks, but not including amusement centers.

Parking requirement: 1 stall per 100 sq. ft. plus 1 stall per each 3 seats of spectator seating at maximum capacity. (33,379 sq. ft. = 334 parking stalls)

“Educational Center” means an institution for the teaching of children or adults, including colleges, professional schools, dance schools, business schools, trade schools, and art schools.

Parking requirement: 4 stalls per 1000 sq. ft. (13,382 sq. ft. = 54 parking stalls)

Staff has searched for these uses in other City Codes and did not find “Trampoline Park” or “Athletic Training”. The closest related results are below.

Use	Parking Requirement	City
Entertainment, Indoor	1/200 sf floor area (5/1,000)	Provo
Amusement Center	1/100 sf of floor space (10/1,000)	WVC
Commercial Entertainment Facility	1/500 sf of gross floor area (2/1,000)	Lehi
Recreation and entertainment, indoor/outdoor	3/1,000 sf gross floor area	Draper

Cultural, Amusement, and Recreation	One (1) per three and one-half (3 ½) person capacity in the building or facility, based on maximum use of all facilities at the same time	Lindon
Athletic Instruction	1/300 sf of gross floor area (3.33/1,000)	Lehi
Dance/music/and professional schools	1/200 sf of gross floor area of classrooms (5/1,000 of classroom space)	Scottsdale, AZ

Airborne in Draper required 3 stalls per 1,000 square feet of gross floor area for their approval. City staff called the Draper Airborne facility and asked how often the parking lot is full and the employee who answered the phone said it is always full, even during the week, and sometimes people have to park on the street.

Staff called the Lindon Airborne and the employee who answered said that they share parking with other businesses and they have plenty of parking on site. In Lindon, Airborne is in a Mixed Commercial zone and the parking requirement is based upon the occupancy, at one stall per 3.5 people.

Based on this information and the information in the report, there may be some parking concerns with the proposed ratio of 1.7 stalls per 1,000 square feet. However, they could add parking along the back of the building for employees and this will help. Staff recommends striping at least 22 parking stalls along the back of the building for employee parking to help address these concerns; this does not meet the distance requirement to the front door for customers and will not have landscape islands, but should be acceptable for employees. The applicant is willing to meet this condition, if approved, and this will increase the stalls for SkyZone from 14 (weekdays) and 65 (weekends) to 36 (weekdays) and 87 (weekends).

Redline Athletics in Scottsdale Arizona is the closest one. This location is in an Industrial Park zone. The category of “Dance/music/and professional schools” requires one (1) space per two hundred (200) square feet of gross floor area of classroom area. Redline Athletics is more of an open concept than a classroom concept. The applicant proposes 2.16 stalls per 1,000 gross square feet.

H. Recommendation and Alternatives:

Staff recommends the City Council discuss this request in a public meeting and choose from the options below.

Possible Motion for Approval

“I move that the City Council **approve** the proposed parking determination, based on the attached report, for the Northshore Commerce building located at 659 North Saratoga Road, with the findings and conditions in the staff report.”

Findings

- 1. The application is consistent with the General Plan, as articulated in Section “F” of the staff report, which section is incorporated by reference herein.
- 2. The application can comply with the Land Development Code if the Land Use Authority determines the parking ratios to be adequate.
- 3. The proposal complies with the criteria listed in Section 19.09.05 (7) of the Land Development Code as outlined in the attached Memorandum from Hales Engineering.

Conditions:

- 1. The applicant shall stripe at least 22 parking stalls behind the tenant space for SkyZone to provide staff parking stalls.

Possible Motion for Denial

The City Council may also choose to deny the proposed parking request. “I move that the City Council deny the proposed parking determination for SkyZone and Redline Athletics, based on the following findings:

- 1. The proposed parking ratios do not adequately address the parking needs based on data from other City’s and similar facilities.
- 2. The proposal does not comply with the criteria listed in Section 19.09.05 (7) of the Land Development Code because they have not provided adequate ratio’s.

Alternative Motions - Continuance

The City Council may also choose to continue the item. “I move to **continue** the Northshore Commerce parking determination to another meeting on [DATE], with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

- 1. _____
- 2. _____

I. Exhibits:

- 1. Memorandum from Hales Engineering, SS Northshore Parking Study (3 pages)
- 2. Revised Parking layout with 22 stalls in the back
- 3. Memorandum from Hales Engineering, SS Northshore Parking Study (11 pages)

MEMORANDUM

Date: November 14, 2023
To: Saratoga Springs City
From: Hales Engineering



Subject: Saratoga Springs Northshore #3 Parking Study

UT23-2644

This memorandum summarizes the parking study completed for the proposed Northshore Building #3 development located in Saratoga Springs, Utah. The prior study presented several numbers and rates for the purposes of verification. The purpose of this memorandum is to condense and simplify that study into a summary of key findings, which are shown below:

- The parking for the project is adequate and was studied using a combination of City rates and peak demand scenarios.
- The project as designed (88,706 sq. ft.) has 157 stalls which is sufficient for a warehouse flex land use and includes parking for office/retail area at 4.00 stalls / 1,000 sq. ft. and the warehouse area parks at 1.00 stall / 1,000 sq. ft. **Overall, the parking for the site equates to 1.77 stalls / 1,000 sq. ft.**
- While leasing this building, several non-standard end users have sought opportunities to lease space for both a trampoline park and a youth training facility. In order to address their respective parking needs, Hales Engineering followed the Saratoga Springs Parking Requirements and Shared Parking Code 19.09.05, subsection 7.
- As noted in Item #7d of the parking requirement code, it states that if there is a shared parking agreement in accordance with Section 19.09.05.10, a reduction may not be granted. **There are no reductions from Saratoga Springs requirements.**
- In addition, for a use that does not have a comparative standard, Item 7c says that one of the criteria is whether the hours or days of operation are staggered thereby reducing the need for the full amount of required parking. This site does have staggered hours and days of operation as party operations for Sky Zone will only occur on weekends. Therefore, we have separated the peak weekday demand from the peak weekend demand.

During building leasing, it is anticipated that 3 of the 5 end users will be flex office and therefore will need parking sufficient for their use based on City Code, with office/retail area at 4.00 stalls / 1,000 sq. ft. and the warehouse area parks at 1.00 stall / 1,000 sq. ft.

- Office / retail area = 7.3 X 4.00 stalls = 29 stalls, and warehouse area = 34.6 X 1.00 = 35 stalls for a total of **64 stalls = 1.53 stalls / 1,000 sq. ft.**

The remaining two end users for this site are proposed to be Sky Zone, a trampoline park and Redline Athletics, a youth training facility. We have contacted each end user to identify their parking generation for their respective uses.

- The parking for Sky Zone was validated by a count at their Chandler, Arizona site (similar in size to their proposed site in Saratoga Springs) and we have recommended 14 and 65 stalls for weekdays (0.42 stalls / 1,000 sq. ft.) and weekends (1.95 stalls / 1,000 sq. ft.), respectively.
- Sky Zones typically serve a 12-mile radius. The Chandler site serves the cities of Chandler, Mesa, Gilbert, Guadalupe, and Tempe, which have a combined population of 1.3 million people. The Saratoga Springs site would serve Saratoga Springs, Eagle Mountain, Lehi, Highland, Alpine, Draper, Bluffdale, Riverton, Herriman, American Fork, Pleasant Grove, Orem, and Vineyard, which have a combined population of 600,000 people. Therefore, we have not added an adjustment factor for a count in Arizona versus Utah to these calculations.
 - Additionally, Chandler and Saratoga Springs have similar family sizes, with the average being 3.9 in Chandler and 4.2 in Saratoga Springs.
- Redline Athletics provided number of employees, number of athletes, and drop off rates that were used to determine peak parking demand by time of day for this facility. We are recommending 29 parking stalls for weekdays and weekends (2.16 stalls / 1,000 sq. ft.)

Peak demands for Sky Zone and the other users will not occur on the same days because Sky Zone's peak demand occurs on weekends when flex office will be minimally occupied. **Even if the peak worst-case weekend recommended supply of 65 stalls for Sky Zone were superimposed on the weekday 29 stalls for Redline and the 64 stalls required for flex office, the total would be 158 stalls, which is only one stall above the supply of 157 stall.**

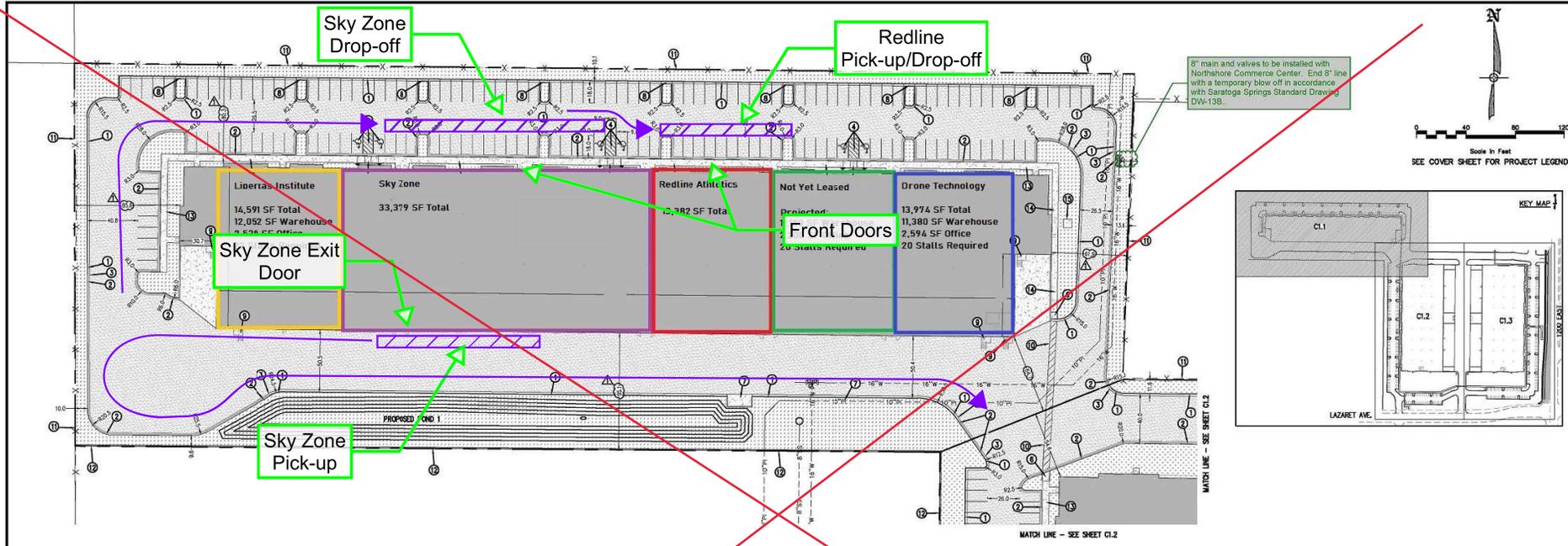
- It is worth noting that the numbers above for Sky Zone and Redline included a buffer of 10% beyond the demand to account for circulation.
- The parking numbers for Sky Zone and Redline are based on occupancy in terms of the number of jumpers or athletes per session on weekdays. If demand exceeds the occupancy, hours of operation will be expanded rather than adding more children to a single session; therefore, we understand that these are the peak, worst-case conditions for the parking on-site.

Conclusion

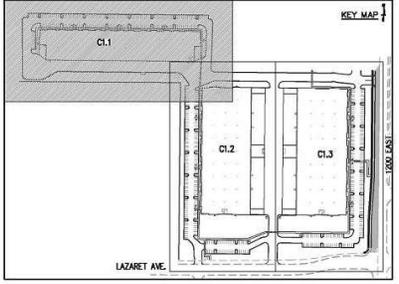
The proposed supply of 157 stalls is adequate for the overall site if it were all flex/office and **will remain adequate if Sky Zone and Redline Athletics are end users within this project. A surplus of 50 stalls is anticipated in peak weekday conditions and a surplus of 63 stalls is anticipated in peak weekend conditions based on Sky Zone and Redline Athletics Demand.**

The attached figure shows both drop-off and pick-up zones which are consistent with a clockwise circulation pattern and will provide organized movements throughout the site and separates these staging areas for patrons.

If you have any questions regarding this memorandum, please contact us at 801.766.4343.



6" main and valves to be installed with Northshore Commerce Center. End 8" line with a temporary blow off in accordance with Saratoga Springs Standard Drawing DW-138.



OUTDOOR DISPLAY NOTE:
 1. ALL RETAIL PRODUCT DISPLAYS SHALL BE LOCATED UNDER THE BUILDING'S PERMANENT ROOF STRUCTURE OR ON DESIGNATED DISPLAY PADS WITHIN FRONT LANDSCAPE AREAS.
 2. ALL DISPLAY AREAS SHALL BE CLEARLY DEFINED ON THE APPROVED SITE PLAN AND DESIGNATED ON THE SITE WITH A CONTRASTING COLORED, PAINTED, OR STRIPED SURFACE. DISPLAY AREAS SHALL NOT BLOCK BUILDING ENTRIES OR EXITS, PEDESTRIAN WALKS, OR PARKING SPACES IN FRONT OF THE BUILDING. OUTDOOR DISPLAY AREAS SHALL NOT SPILL INTO WALKWAYS OR ANY DRIVE AISLE ADJACENT TO A BUILDING.

LIGHT NOTE: ONE HOUR AFTER CLOSING OR BY 11:00 PM, WHICHEVER IS EARLIER, BUSINESSES MUST TURN OFF AT LEAST 50% OF BUILDING LIGHTING AND LIGHTING FIXTURES IN SURFACE PARKING LOTS AND ON TOP DECKS OF PARKING STRUCTURES; HOWEVER, THOSE LIGHTING FIXTURES TURNED OFF MAY BE SET TO FUNCTION UTILIZING A MOTION DETECTOR SYSTEM. LIGHTS MAY BE TURNED BACK ON ONE HALF HOUR PRIOR TO THE FIRST EMPLOYEE SHIFT.

NOTE: A RIGHT-OF-WAY ENCROACHMENT PERMIT MUST BE OBTAINED FROM THE CITY OF SARATOGA SPRINGS PRIOR TO DOING ANY WORK IN THE EXISTING RIGHT-OF-WAY. CONTACT CHRIS KLINGEL AT 801-766-9793, EXT. 118

ADA NOTE: ALL APPLICABLE ELEMENTS OF SARATOGA SPRINGS CODE 19.09.07 WITH RESPECT TO ACCESSIBLE PARKING WILL BE ADHERED TO.

- SITE PLAN NOTES:**
1. PROPOSED 24" CURB & GUTTER. SEE DETAIL 1/C4.0.
 2. PROPOSED 24" REV PAN CURB & GUTTER. SEE DETAIL 3/C4.0.
 3. PROVIDE A SMOOTH TRANSITION FROM CURB & GUTTER TO REV. PAN CURB & GUTTER.
 4. ALL HANDICAP STALLS SHALL HAVE SLOPES OF LESS THAN 2% IN ALL DIRECTIONS. SEE DETAIL 14/C4.0 AND SEE DETAIL 15/C4.0 FOR ADA SIGN DETAILS AND PLACEMENT.
 5. ADA RAMPS ARE TO BE INSTALLED PER CITY AND ADA STANDARDS AND SPECIFICATIONS. SEE DETAIL 4/C4.0.
 6. ADA RAMPS ARE TO BE INSTALLED PER CITY AND ADA STANDARDS AND SPECIFICATIONS. SEE DETAIL 5/C4.0.
 7. INSTALL TRASH ENCLOSURE. SEE SHEET A100 OF THE ARCHITECTURAL DRAWINGS FOR DETAILS.
 8. CONTINUE GUTTER THROUGH PLANTER AREA PROVIDING A CONCRETE WATERWAY TO ALLOW STORM WATER TO FLOW THROUGH. SEE DETAIL 18/C4.0.
 9. INSTALL STAIRS. SEE DETAIL D6/A100 OF THE ARCHITECTURAL DRAWINGS FOR DETAILS.
 10. INSTALL PAINTED PEDESTRIAN WALKWAY.
 11. EXISTING FENCE TO REMAIN.
 12. INSTALL 6" PRECAST FENCE. SEE SHEET A100B OF THE ARCHITECTURAL DRAWINGS FOR DETAILS.
 13. INSTALL 6" SIDEWALK PER SARATOGA SPRINGS STD. ST-1.
 14. INSTALL 5" SIDEWALK PER SARATOGA SPRINGS STD. ST-1.
 15. PROPOSED TRANSFORMER PAD LOCATION.

NO.	DATE	BY	DATE
1	01/07/22	TLH	
2	01/07/22	TLH	
3	01/07/22	TLH	

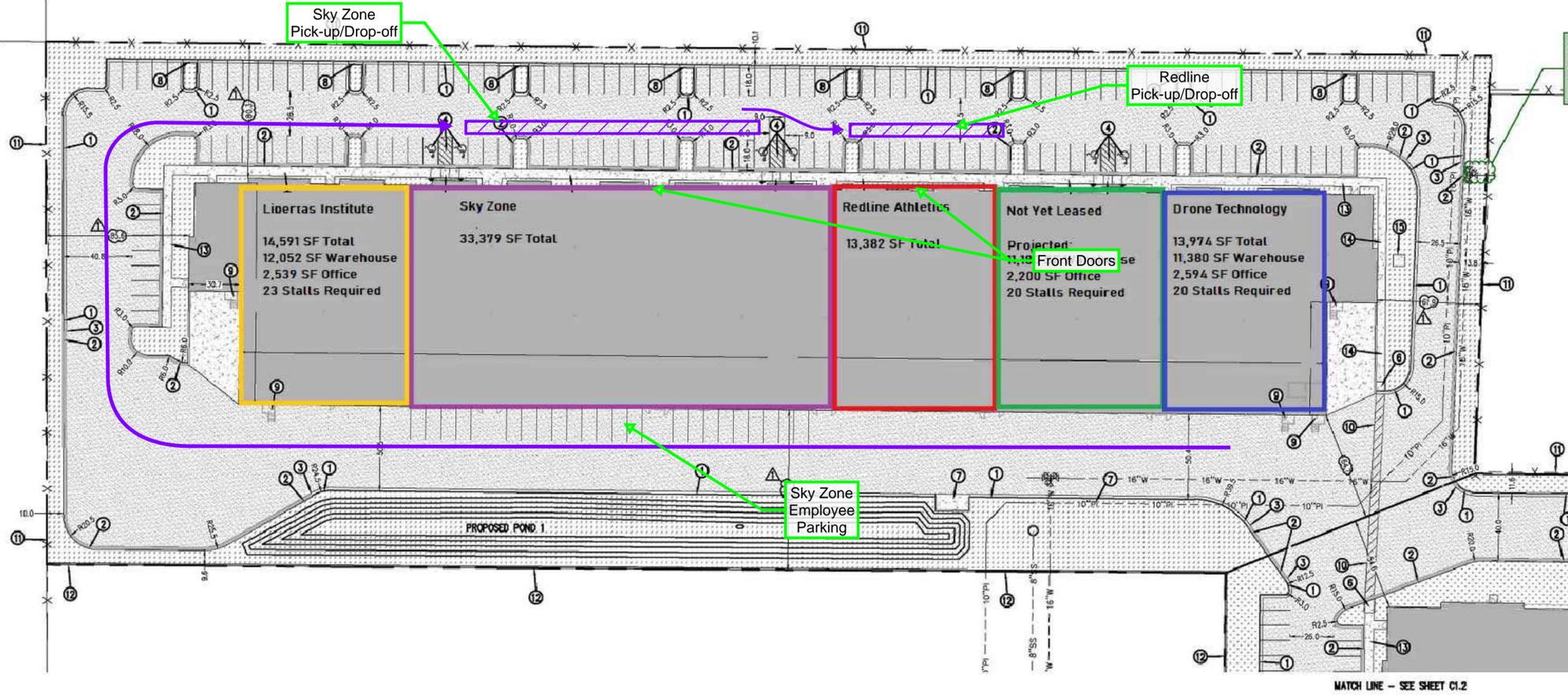
CIVIL ENGINEERING + SURVEYING
GIR
 10718 SOUTH BECKSTEAD LN., STE. 102
 SOUTH JORDAN, UTAH 84095 - 801-949-4286
 PROJECT ENGINEER: TLH

NORTHSHORE COMMERCE CENTER
 653 NORTH SARATOGA ROAD, SARATOGA SPRINGS, UT 84045
SITE PLAN

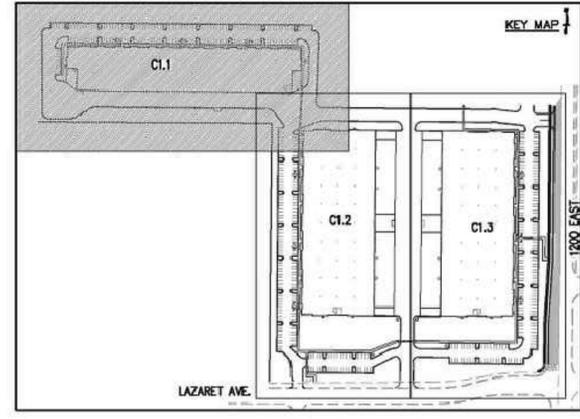
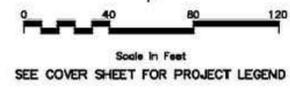


SHEET NO. **C1.1**
 PROJECT ID: DATE: W1056-01 01/07/22
 FILE NAME: SCALE: PRJ--NOC 1"=40'

REVISED CIRCUCLATION PLAN



8" main and valves to be installed with Northshore Commerce Center. End 8" line with a temporary blow off in accordance with Saratoga Springs Standard Drawing DW-13B.



OUTDOOR DISPLAY NOTE:

1. ALL RETAIL PRODUCT DISPLAYS SHALL BE LOCATED UNDER THE BUILDING'S PERMANENT ROOF STRUCTURE OR ON DESIGNATED DISPLAY PADS WITHIN FRONT LANDSCAPE AREAS.
2. ALL DISPLAY AREAS SHALL BE CLEARLY DEFINED ON THE APPROVED SITE PLAN AND DESIGNATED ON THE SITE WITH A CONTRASTING COLORED, PAINTED, OR STRIPED SURFACE.
3. DISPLAY AREAS SHALL NOT BLOCK BUILDING ENTRIES OR EXITS, PEDESTRIAN WALKS, OR PARKING SPACES IN FRONT OF THE BUILDING. OUTDOOR DISPLAY AREAS SHALL NOT SPILL INTO WALKWAYS OR ANY DRIVE AISLE ADJACENT TO A BUILDING.

LIGHT NOTE: ONE HOUR AFTER CLOSING OR BY 11:00 PM, WHICHEVER IS EARLIER, BUSINESSES MUST TURN OFF AT LEAST 50% OF BUILDING LIGHTING AND LIGHTING FIXTURES IN SURFACE PARKING LOTS AND ON TOP DECKS OF PARKING STRUCTURES; HOWEVER, THOSE LIGHTING FIXTURES TURNED OFF MAY BE SET TO FUNCTION UTILIZING A MOTION DETECTOR SYSTEM. LIGHTS MAY BE TURNED BACK ON ONE HALF HOUR PRIOR TO THE FIRST EMPLOYEE SHIFT.

NOTE: A RIGHT-OF-WAY ENCROACHMENT PERMIT MUST BE OBTAINED FROM THE CITY OF SARATOGA SPRINGS PRIOR TO DOING ANY WORK IN THE EXISTING RIGHT-OF-WAY. CONTACT CHRIS KLINGEL AT 801-766-9793, EXT. 118

ADA NOTE: ALL APPLICABLE ELEMENTS OF SARATOGA SPRINGS CODE 19.09.07 WITH RESPECT TO ACCESSIBLE PARKING WILL BE ADHERED TO.

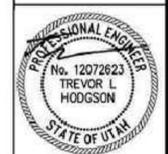
SITE PLAN NOTES:

1. PROPOSED 24" CURB & GUTTER. SEE DETAIL 1/C4.0.
2. PROPOSED 24" REV PAN CURB & GUTTER. SEE DETAIL 3/C4.0.
3. PROVIDE A SMOOTH TRANSITION FROM CURB & GUTTER TO REV. PAN CURB & GUTTER.
4. ALL HANDICAP STALLS SHALL HAVE SLOPES OF LESS THAN 2% IN ALL DIRECTIONS. SEE DETAIL 14/C4.0 AND SEE DETAIL 15/C4.0 FOR ADA SIGN DETAILS AND PLACEMENT.
5. ADA RAMPS ARE TO BE INSTALLED PER CITY AND ADA STANDARDS AND SPECIFICATIONS. SEE DETAIL 4/C4.0.
6. ADA RAMPS ARE TO BE INSTALLED PER CITY AND ADA STANDARDS AND SPECIFICATIONS. SEE DETAIL 5/C4.0.
7. INSTALL TRASH ENCLOSURE. SEE SHEET A100 OF THE ARCHITECTURAL DRAWINGS FOR DETAILS.
8. CONTINUE GUTTER THROUGH PLANTER AREA PROVIDING A CONCRETE WATERWAY TO ALLOW STORM WATER TO FLOW THROUGH. SEE DETAIL 18/C4.0.
9. INSTALL STAIRS. SEE DETAIL D6/A100 OF THE ARCHITECTURAL DRAWINGS FOR DETAILS.
10. INSTALL PAINTED PEDESTRIAN WALKWAY.
11. EXISTING FENCE TO REMAIN.
12. INSTALL 6" PRECAST FENCE. SEE SHEET A100B OF THE ARCHITECTURAL DRAWINGS FOR DETAILS.
13. INSTALL 6" SIDEWALK PER SARATOGA SPRINGS STD. ST-1.
14. INSTALL 5" SIDEWALK PER SARATOGA SPRINGS STD. ST-1.
15. PROPOSED TRANSFORMER PAD LOCATION.

NO.	REVISIONS	BY	DATE
1	COMMENTS		
2	COMMENTS		
3	COMMENTS		

CIVIL ENGINEERING + SURVEYING
CIR
 10718 SOUTH BECKSTEAD LN., STE. 102
 SOUTH JORDAN, UTAH 84095 - 801-848-6296
 DESIGNER: TLH PROJECT ENGINEER: TLH

NORTHSHORE COMMERCE CENTER
 653 NORTH SARATOGA ROAD, SARATOGA SPRINGS, UT 84045
SITE PLAN



SHEET NO. **C1.1**
 PROJECT ID: W1056-01 DATE: 01/07/22
 FILE NAME: PRJ-NSC SCALE: 1"=40'



MEMORANDUM

Date: November 14, 2023
To: Saratoga Springs City
From: Hales Engineering



Subject: Saratoga Springs Northshore #3 Parking Study

UT23-2644

Introduction

This memorandum discusses the parking study completed for the proposed Northshore Building #3 development located in Saratoga Springs, Utah. The study identifies the City parking supply rates and projected demand from tenants not covered under the City's rates. The proposed development is located west of Saratoga Road and south of Pioneer Crossing in Saratoga Springs, Utah. A vicinity map of the project site is shown in Figure 1.



Figure 1: Site vicinity map of the project in Saratoga Springs, Utah

Project Description

The development consists of a building with a variety of tenants. One of the tenants will be a Sky Zone trampoline park, another will be Redline Athletics (which does youth athletic training programs), and the remainder will be various office/warehouse users, similar to a standard flex office. A supply of 157 stalls is currently planned for the project. A site plan is provided in Appendix A.

City Parking Code

The Saratoga Springs City code specifies parking rates for various land use types. The required parking rates found in the City code for the flex office land uses are shown in Table 1. The calculations for the parking required by the City are shown in Table 2. As shown, it is anticipated that the City would require 64 stalls for the flex office component.

Table 1: City Parking Rates (Flex Office)

Land Use	Unit Type	Rate (stalls per unit)
Warehouse/Flex (Office/Retail Area)	KSF	4.0
Warehouse/Flex (Warehouse Area)	KSF	1.0

Source: Saratoga Springs code, 2023

Table 2: City Parking Calculations (Flex Office)

City Parking Calculations Saratoga Springs - Northshore #3 PS				
Land Use	# of Units	Unit Type	Rate (stalls per unit)	Total Stalls
Warehouse/Flex (Office/Retail Area)	7.3	KSF	4.00	29
Warehouse/Flex (Warehouse Area)	34.6	KSF	1.00	35
TOTAL				64

Source: Saratoga Springs code, 2023.

For the other uses, the City code specifies a number of pieces of information that are required when there is no comparative land use standard for parking in Section 10.09.10. This information is listed below:

The Intensity of the Proposed Use

Redline athletics is anticipated to occupy 13,382 sq. ft. and Sky Zone will occupy 33,379 sq. ft.

Times of Operation and Use

Redline Athletics will operate from 10:00 a.m. to 3:00 p.m. during the school year, with the option to expand those hours per demand during the summer months.

Sky Zone will operate from 10:00 a.m. to 12:00 p.m. and 3:00 to 9:00 p.m. Monday through Friday and from 10:00 a.m. to 10:00 p.m. on Saturday and Sunday.

Staggered Operation

Sky Zone's peak demand is anticipated to fall outside of typical business hours for the flex office and usually occurs during evenings and weekends.

Shared Parking Agreement

There is a shared parking agreement with the adjacent buildings. However, according to the City, the stalls at the adjacent buildings are considered to be too far away to count toward the reduction. Therefore, it was not taken into account in this analysis.

Number of Employees

Redline Athletics is expected to have a maximum of four staff members, based on internal projections.

Sky Zone is anticipated to have six staff members from Monday through Friday and 17 staff members on Saturday and Sunday. These numbers are based on internal projections.

Number of Customers and Patrons

Redline Athletics is anticipated to have 26 youth athletes in a given session on a weekday. Approximately 50% of these athletes are anticipated to have parents that stay and watch the session, meaning the other 50% will be dropped off. Approximately 40% of athletes are siblings with another member and will arrive in the same car, which represents a 20% reduction in patron vehicles, for a total of 21 patron vehicles entering and exiting the site for each session, half of which (11) will park.

The average number of athletes per session on a weekend (which will only take place if there is enough demand) is seven. Therefore, the weekend patron demand is anticipated to be approximately 30% of weekdays.

Sky Zone is anticipated to have 15 jumpers during the peak on a weekday and 167 jumpers during the peak on a weekend. It is anticipated that one-third of jumpers will be dropped off on weekdays and half will be dropped off on weekends (many parents don't stay for birthday parties at other locations). According to Sky Zone, the average vehicle carries two children on a weekday, and on weekends, when there are parties, the average vehicle carries four children. This brings the total peak patron vehicles to 8 (6 of which will park) on weekdays and 42 on weekends. Because

the number of drop-offs for parties on weekends can be extremely variable, no reduction was taken on parking for weekend drop-offs to reflect a worst-case scenario.

Sky Zone has a ticket and reservation system, meaning that any walk-ins will be turned away if the occupancy is reached on weekends.

Trip Generation

Weekday trip generation for the flex office was calculated using trip generation rates published in the Institute of Transportation Engineers (ITE) *Trip Generation (11th Edition, 2021)*. For the remainder of the project, projections from Redline Athletics and Sky Zone were used based on the number of people and portion of drop-offs occurring. Redline Athletics will have hour-long sessions, and to account for this, trip generation was based on a time during which one session would end and another would start.

For Sky Zone, children will have half-hour sessions with a 15-minute buffer between each session during the afternoon. Therefore, the highest number of trips possible during a single hour would include the beginning and ending of one session and the beginning of the next session. Sky Zone is not anticipated to generate trips during the morning peak hour due to their hours of operations. Redline has projected 11 vehicle trips during the morning peak hour if operations are expanded. Trip generation for the proposed project is included in Table 3.

As shown in Table 3, it is anticipated that the proposed development will generate approximately 62 trips during the morning peak hour on an average weekday and 190 trips during the evening peak hour.

Table 3: Trip Generation

Trip Generation Saratoga Springs - Northshore #3 PS								
Land Use ¹	# of Units	Unit Type	Trip Generation			New Trips		
			Total	% In	% Out	In	Out	Total
Weekday AM Peak Hour								
Business Park (770)	42	KSF	62	85%	15%	53	9	62
Redline Athletics	5	Athletes	11	55%	45%	6	5	11
Sky Zone		Jumpers	0	50%	50%	0	0	0
TOTAL			73			59	14	73
Weekday PM Peak Hour								
Business Park (770)	42	KSF	68	26%	74%	18	50	68
Redline Athletics	26	Athletes	62	50%	50%	31	31	62
Sky Zone	15	Jumpers	60	61%	39%	37	23	60
TOTAL			190			86	104	190

1. Land Use Code from the Institute of Transportation Engineers (ITE) *Trip Generation*, 11th Edition, 2021.
SOURCE: Hales Engineering, November 2023

Weekend trip generation for the development could not be estimated as ITE does not provide Saturday peak hour rates for flex office uses. However, it is anticipated to be lower than a typical weekday evening peak hour as Sky Zone is anticipated to have a peak hour trip generation of 84 trips, and Redline and flex office uses are anticipated to generate minimal trips.

Peak Demands

For Redline Athletics, when adding the four staff vehicles to the 11 patron vehicles that will park, the total comes to 15 stalls. However, as sessions are starting and ending, the number of patron vehicles may double right before the new session starts. Therefore, the peak weekday demand is anticipated to be 26 vehicles. In commercial areas, it is recommended that an additional 10% of stalls be provided beyond the demand to allow for adequate circulation and avoid vehicles circling the site to find a parking stall. It is therefore recommended that 29 stalls be provided for Redline Athletics.

For Sky Zone, the patron peak weekday parking demand is anticipated to be six vehicles. Adding the six staff members, the total weekday parking demand is anticipated to be 12 vehicles. Using the 10% factor to accommodate circulation, 14 stalls are recommended on weekdays.

The peak weekend demand for Redline is anticipated to be four patron vehicles plus four staff vehicles for a total of eight stalls. With the 10% factor, nine stalls would be recommended for Redline in a weekend condition.

The peak weekend demand for Sky Zone is anticipated to be the 17 stalls for staff plus 42 stalls for patrons, for a total of 59 stalls. With the 10% factor, 65 stalls would be recommended for Sky Zone in a weekend condition.

To validate the high vehicle occupancy assumptions for the Sky Zone site, Sky Zone performed a weekday and weekend hourly parking count at an existing site located at 1095 S Arizona Avenue, Chandler, Arizona. The site in Arizona is a similar size with the same number of party rooms. It is located in a suburban area surrounded by single-family homes and other commercial uses, similar to the proposed site in Saratoga Springs. The existing site experienced a peak weekday parking demand of 12 stalls (at 6:00 p.m.) and a peak weekend demand of 33 stalls (at 2:00 p.m.).

Summing the 64 stalls required for the flex office based on City code, the 29 stalls for Redline, and the 14 stalls for Sky Zone, 107 stalls would be needed if peak demand occurred at the same time on a weekday.

Parking needs for the weekend could not be calculated as ITE does not publish weekend parking rates for flex office. However, it is anticipated to be minimal, and the combined peak demand for the other uses is anticipated to be 74 stalls, which is significantly lower than the 107-stall weekday need. Therefore, peak demand is anticipated to occur on weekdays.

Hourly Parking Analysis

The variety of tenants of the proposed building means that peak parking demand for the different uses will occur at different times of the day. For example, the office/warehouse tenants are anticipated to experience peak parking demand during typical business hours during the middle of the day while Sky Zone typically experiences its peak weekday demand in the evening. Based on this example, less parking may be required for a multi-use building with different peak parking demand times than would be required for a single-use building.

Time-of-day demand was calculated based on percentages outlined in the Institute of Transportation Engineers (ITE) *Parking Generation*, 5th Edition, 2019 (for the flex office uses), as well as projections from Redline Athletics and Sky Zone. Detailed calculations as well as these hourly projections are contained in Appendix B. To be conservative, projections from Redline and Sky Zone were adjusted upward if projections fell below 25% of the peak during normal operating hours. The General Urban/Suburban category for office in ITE was used as opposed to Dense Multi-Use Urban due to the low amount of nearby transit services in Saratoga Springs. The general category was, therefore, more comparable in this analysis. Weekday rates were utilized for each land use to remain conservative with the amount of parking that would be generated by the flex office uses on weekdays.

A graph showing the time-of-day demand is shown in Figure 2. Based on time-of-day demand, 83 stalls would be required. Therefore, it is anticipated that the proposed 157 stalls will provide more than enough parking with a surplus of 74 parking stalls.

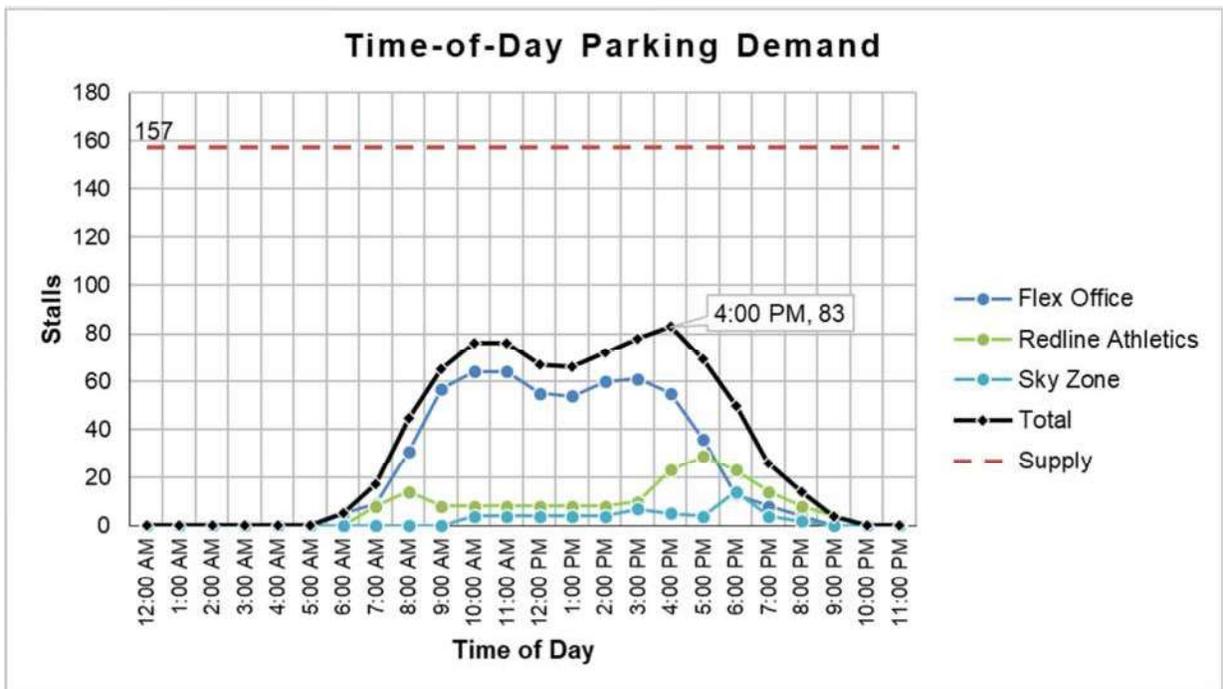


Figure 2: Time-of-day demand

Comparison and Recommendation

A comparison of the proposed supply, the City’s parking requirement plus the projected needs, and the peak needs accounting for time-of-day demand is shown in Table 4. Based on the provided information, it is anticipated that the proposed supply of 157 stalls will be more than adequate for the site.

Table 4: Parking Comparison

Source	# of Stalls
Proposed Site Plan	157
City Requirement + Projected Needs (Weekday)	107
Peak Needs based on Time-of-Day	83

Conclusions

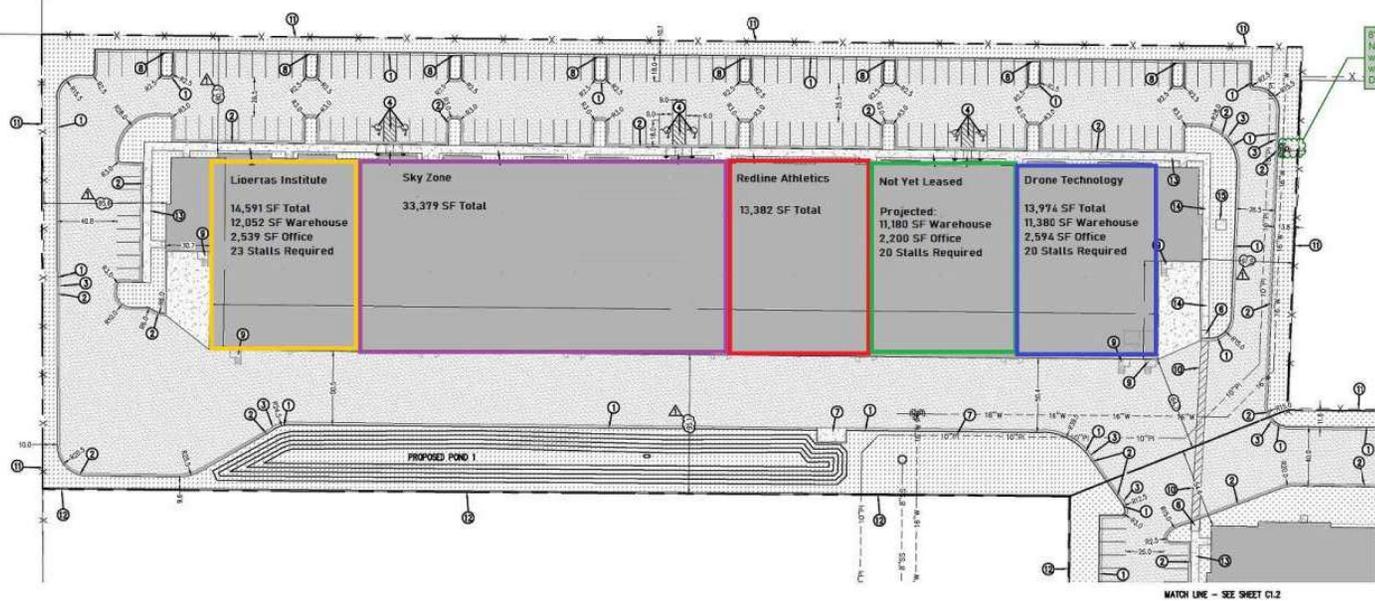
The key findings of this study are as follows:

- The development consists of flex office space, a youth athletics training facility, and a trampoline park.
 - A supply of 157 stalls is currently planned for the building.
- Based on City rates combined with projections based on the number of employees and patrons at Redline Athletics and Sky Zone, it is anticipated that a combined 107 stalls would be needed for the building.
- If the fact that demand for different users will peak at different times of the day, 83 stalls would be needed.
- Based on this information, it is anticipated that the proposed 157 stalls will be more than adequate for the site with a surplus of 74 stalls.

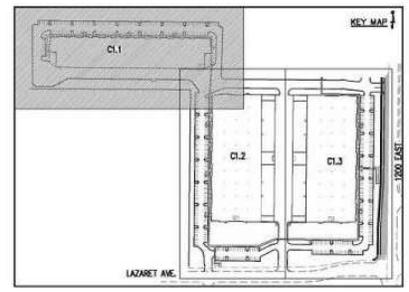
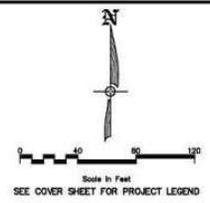
If you have any questions regarding this memorandum, please contact us at 801.766.4343.

APPENDIX A

Site Plan



6" main and valves to be installed with Northshore Commerce Center. End of line with a temporary blow off in accordance with Saratoga Springs Standard Drawing DW-136.



OUTDOOR DISPLAY NOTE:

1. ALL RETAIL PRODUCT DISPLAYS SHALL BE LOCATED UNDER THE BUILDING'S PERMANENT ROOF STRUCTURE OR ON DESIGNATED DISPLAY PADS WITHIN FRONT LANDSCAPE AREAS.
2. ALL DISPLAY AREAS SHALL BE CLEARLY DEFINED ON THE APPROVED SITE PLAN AND DESIGNATED ON THE SITE WITH A CONTRASTING COLORED, PAINTED, OR STRIPED SURFACE.
3. DISPLAY AREAS SHALL NOT BLOCK BUILDING ENTRIES OR EXITS, PEDESTRIAN WALKS, OR PARKING SPACES IN FRONT OF THE BUILDING. OUTDOOR DISPLAY AREAS SHALL NOT SPILL INTO WALKWAYS OR ANY DRIVE AISLE ADJACENT TO A BUILDING.

LIGHT NOTE: ONE HOUR AFTER CLOSING OR BY 11:00 PM, WHICHEVER IS EARLIER, BUSINESSES MUST TURN OFF AT LEAST 50% OF BUILDING LIGHTING AND LIGHTING FIXTURES IN SURFACE PARKING LOTS AND ON TOP DECKS OF PARKING STRUCTURES; HOWEVER, THOSE LIGHTING FIXTURES TURNED OFF MAY BE SET TO FUNCTION UTILIZING A MOTION DETECTOR SYSTEM. LIGHTS MAY BE TURNED BACK ON ONE HALF HOUR PRIOR TO THE FIRST EMPLOYEE SHIFT.

NOTE: A RIGHT-OF-WAY ENCROACHMENT PERMIT MUST BE OBTAINED FROM THE CITY OF SARATOGA SPRINGS PRIOR TO DOING ANY WORK IN THE EXISTING RIGHT-OF-WAY. CONTACT CHRIS KLINGEL AT 801-766-9793, EXT. 118

ADA NOTE: ALL APPLICABLE ELEMENTS OF SARATOGA SPRINGS CODE 19.09.07 WITH RESPECT TO ACCESSIBLE PARKING WILL BE ADHERED TO.

SITE PLAN NOTES:

1. PROPOSED 24" CURB & GUTTER. SEE DETAIL 1/C4.0.
2. PROPOSED 24" REV PAN CURB & GUTTER. SEE DETAIL 3/C4.0.
3. PROVIDE A SMOOTH TRANSITION FROM CURB & GUTTER TO REV. PAN CURB & GUTTER.
4. ALL HANDICAP STALLS SHALL HAVE SLOPES OF LESS THAN 2% IN ALL DIRECTIONS. SEE DETAIL 14/C4.0 AND SEE DETAIL 15/C4.0 FOR ADA SIGN DETAILS AND PLACEMENT.
5. ADA RAMP ARE TO BE INSTALLED PER CITY AND ADA STANDARDS AND SPECIFICATIONS. SEE DETAIL 4/C4.0.
6. ADA RAMP ARE TO BE INSTALLED PER CITY AND ADA STANDARDS AND SPECIFICATIONS. SEE DETAIL 5/C4.0.
7. INSTALL TRASH ENCLOSURE. SEE SHEET A100 OF THE ARCHITECTURAL DRAWINGS FOR DETAILS.
8. CONTINUE GUTTER THROUGH PLANTER AREA PROVIDING A CONCRETE WATERWAY TO ALLOW STORM WATER TO FLOW THROUGH. SEE DETAIL 18/C4.0.
9. INSTALL STAIRS. SEE DETAIL D6/A100 OF THE ARCHITECTURAL DRAWINGS FOR DETAILS.
10. INSTALL PAINTED PEDESTRIAN WALKWAY.
11. EXISTING FENCE TO REMAIN.
12. INSTALL 6" PRECAST FENCE. SEE SHEET A100B OF THE ARCHITECTURAL DRAWINGS FOR DETAILS.
13. INSTALL 6" SIDEWALK PER SARATOGA SPRINGS STD. ST-1.
14. INSTALL 5" SIDEWALK PER SARATOGA SPRINGS STD. ST-1.
15. PROPOSED TRANSFORMER PAD LOCATION.

1	COMMENTS	DATE	BY
2	COMMENTS	01/07/22	TREVOR L. HOODSON
3	COMMENTS	01/07/22	TREVOR L. HOODSON
NO.	REVISIONS	DATE	PROJECT ENGINEER: TLH

CIVIL ENGINEERING + SURVEYING
GIR
 10718 SOUTH BECKSTEAD LN., STE. 102
 SOUTH JORDAN, UTAH 84095 - 801-849-8298

NORTHSHORE COMMERCE CENTER
 653 NORTH SARATOGA ROAD, SARATOGA SPRINGS, UT 84045
SITE PLAN



SHEET NO. **C1.1**
 PROJECT ID: DATE
 W1058-01 01/07/22
 FILE NAME: SCALE
 PRJ-NSC 1"=40'



APPENDIX B

Time-of-day Parking Calculations

of Stalls Provided: **157**

#	1		2		3		Total		Reduced	Supply	Delta
Land Use	Flex Office		Redline Athletics		Sky Zone						
Peak Demand	64		29		14						
Time	%	#	%	#	%	#	%	#			
12:00 AM	0%	0	0%	0	0%	0	0%	0	107	157	157
1:00 AM	0%	0	0%	0	0%	0	0%	0	107	157	157
2:00 AM	0%	0	0%	0	0%	0	0%	0	107	157	157
3:00 AM	0%	0	0%	0	0%	0	0%	0	107	157	157
4:00 AM	0%	0	0%	0	0%	0	0%	0	107	157	157
5:00 AM	0%	0	0%	0	0%	0	0%	0	107	157	157
6:00 AM	7%	5	0%	0	0%	0	3%	5	102	157	152
7:00 AM	13%	9	25%	8	0%	0	11%	17	90	157	140
8:00 AM	48%	31	46%	14	0%	0	29%	45	62	157	112
9:00 AM	88%	57	25%	8	0%	0	41%	65	42	157	92
10:00 AM	100%	64	25%	8	25%	4	48%	76	31	157	81
11:00 AM	100%	64	25%	8	25%	4	48%	76	31	157	81
12:00 PM	85%	55	25%	8	25%	4	43%	67	40	157	90
1:00 PM	84%	54	25%	8	25%	4	42%	66	41	157	91
2:00 PM	93%	60	25%	8	25%	4	46%	72	35	157	85
3:00 PM	94%	61	33%	10	50%	7	50%	78	29	157	79
4:00 PM	85%	55	79%	23	33%	5	53%	83	24	157	74
5:00 PM	56%	36	100%	29	25%	4	44%	69	38	157	88
6:00 PM	20%	13	79%	23	100%	14	32%	50	57	157	107
7:00 PM	11%	8	46%	14	25%	4	17%	26	81	157	131
8:00 PM	6%	4	25%	8	8%	2	9%	14	93	157	143
9:00 PM	0%	0	13%	4	0%	0	3%	4	103	157	153
10:00 PM	0%	0	0%	0	0%	0	0%	0	107	157	157
11:00 PM	0%	0	0%	0	0%	0	0%	0	107	157	157



North Cove Development Agreement – Proposed Phasing Plan
December 5, 2023
Public Meeting

Memo Date: November 28, 2023
Applicant: Jen Hall and Chris Haertel
Owners: Regency Land Development
Location: 145 North and 1100 West
Planner: Gina Grandpre, Senior Planner

A. Executive Summary:

The applicant requests approval of the proposed revised North Cove Phasing Plan as an Exhibit to the North Cove Rezone Development Agreement, which was approved with conditions on October 17, 2023. The Developer has made corrections to the Phasing Plan by adding clarifying notes and a Phasing Narrative to help guide the development of the North Cove mixed-waterfront community, as shown in Exhibit 1.

B. Background:

When the Development Agreement was approved on October 17, 2023, the City Council added a condition that the applicant re-work the phasing plan. The applicant has expressed concerns about the timing of the commercial portion as it relates to the residential portions and the widening of 145 North, which is an extension of Pony Express Parkway. They have expressed that the commercial viability is dependent on rooftops and the road widening in this area. The Developer is seeking approval of a phasing plan based on the narrative described in Section C of this report.

C. Specific Request: The applicant requests approval of the proposed North Cove Phasing Plan as part of the Rezone and Development Agreement approved on October 17, 2023. The Phasing Data shows the percentage of commercial that will be built in each phase along with the units that will be built in each phase.

PHASING DATA

TOTAL PROJECT AREA.....33.84 ACRES
TOTAL COMMERCIAL AREA.....16.59 ACRES (49.0%)

PHASE 1.....9.88 ACRES
COMMERCIAL.....1.65 ACRES (16.7%)
PHASE 2.....7.05 ACRES
COMMERCIAL.....3.81 ACRES (54.0%)
PHASE 3.....10.40 ACRES
COMMERCIAL.....5.06 ACRES (48.7%)
PHASE 4.....6.51 ACRES
COMMERCIAL.....6.07 ACRES (93.2%)

RESIDENTIAL UNITS PER PHASE

	MIXED-USE	TOWNHOUSE	SINGLE-FAM	
PHASE 1	12	55	15	
PHASE 2	10	13	12	
PHASE 3	21	43		
PHASE 4	11			
TOTAL	54	111	27	192

The developer proposes the following as a way to go vertical in a timely manner while still managing their concerns related to market demands and the upcoming widening and construction along 145 North/Pony Express Parkway, which is the primary frontage for the North Cove development. The phasing narrative below is the applicant's proposal to address these circumstances and is included within the attached phasing plan.

PHASING NARRATIVE

THE DEVELOPER OF THE NORTH COVE PROJECT PROPOSES THIS PHASING PLAN, INCLUDING THE PHASING DESCRIPTION AND NOTES AND PHASING NARRATIVE, TO PROVIDE FLEXIBILITY SO THAT THE COMMERCIAL PORTION OF THE DEVELOPMENT WILL HAVE EVERY OPPORTUNITY TO BE VIBRANT AND SUCCESSFUL. THE EXPANSION OF 145 NORTH STREET OVER THE FUTURE YEARS WILL CAUSE DISRUPTION AND LIMIT THE ABILITY OF CUSTOMERS TO ACCESS NEW BUSINESSES, AND AS SUCH WE PROPOSE THE FOLLOWING CONDITIONS TO THE PHASING PLAN:

- 1) SEQUENCING
 - a. DEVELOPMENT SEQUENCING IS INTENDED TO PROCEED SEQUENTIALLY BEGINNING WITH PHASE 1 AND ENDING WITH PHASE 4.
 - b. IF DEVELOPER SO CHOOSES, THE DEVELOPMENT OF HORIZONTAL IMPROVEMENTS ON SUBSEQUENT PHASES MAY BEGIN PRIOR TO PREVIOUS PHASES COMPLETING HORIZONTAL IMPROVEMENTS.
- 2) COMMERCIAL / RESIDENTIAL BALANCE
 - a. VERTICAL CONSTRUCTION OF THE FOLLOWING BUILDINGS WILL BEGIN AFTER BUILDING PERMITS ARE ISSUED FOR PHASE 1:
 - i. COMMERCIAL/RESIDENTIAL MIXED-USE BUILDING CONTAINING UNITS 96-107.
 - ii. 15 SINGLE-FAMILY RESIDENTIAL LOTS (LOTS 1-6 AND LOTS 13-21)
 - iii. 55 RESIDENTIAL TOWNHOME LOTS (LOTS 22-76)
 - b. VERTICAL CONSTRUCTION OF RESIDENTIAL HOMES IN PHASE 2 MAY NOT BEGIN UNTIL AFTER COMMENCEMENT OF CONSTRUCTION OF THE MIXED-USE BUILDING IN PHASE 1 THAT CONTAINS UNITS 96-107.
 - c. VERTICAL CONSTRUCTION OF RESIDENTIAL HOMES IN PHASE 3 MAY NOT BEGIN UNTIL AFTER COMMENCEMENT OF EITHER:
 - i. COMMENCEMENT OF CONSTRUCTION OF THE MIXED-USE BUILDING IN PHASE 2 THAT CONTAINS UNITS 108-117. -OR-
 - ii. SUBMITTAL OF SITE PLAN APPLICATION FOR EITHER OF THE TWO COMMERCIAL LOTS AT THE SOUTHWEST OR SOUTHEAST CORNER OF THE DEVELOPMENT.
- 3) MIXED-USE BUILDING SEQUENCING
 - a. SUBSEQUENT COMMERCIAL/RESIDENTIAL MIXED-USE BUILDINGS AFTER THE INITIAL BUILDING THAT CONTAINS UNITS 96-107 SHALL COMMENCE CONSTRUCTION AFTER 70% OF UNITS IN PRIOR MIXED-USE BUILDING ARE LEASED OR SOLD.
- 4) ISSUANCE OF BUILDING PERMITS, PERFORMANCE OF BUILDING INSPECTIONS, OR ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR RESIDENCES SHALL BE CONDITIONED ONLY UPON THE CONDITIONS INCLUDED IN THIS PHASING PLAN, PHASING DESCRIPTION AND NOTES AND PHASING NARRATIVE.

H. Possible Motions:

Possible Motion for Approval

"I move to approve the proposed North Cove Phasing Plan, with the findings and conditions below:"

Findings

1. The application is consistent with the General Plan and Section 19.04.12, Mixed Waterfront zone, of the Land Development Code.

2. The proposed Phasing Plan provides clarity on the phasing of the North Cove is a mixed waterfront development, as outlined in Section C of this report, which section is incorporated by reference herein.

Conditions:

1. The phasing plan is approved as proposed and shall be incorporated into the Development Agreement.
 2. Any additional conditions articulated by the City Council:
-

Possible Motion for Denial

The City Council may choose to deny the request:

“I move to **deny** the proposed North Cove Phasing Plan based upon the finding(s) below:

1. The phasing plan does not adequately address the conditions of approval for the North Cove Development Agreement, which state that the “Commercial shall be done and then the residential”.
2. Any additional findings as articulated by the City Council:
 - a. _____

Possible Motion to Continue

The City Council may **continue** the request.

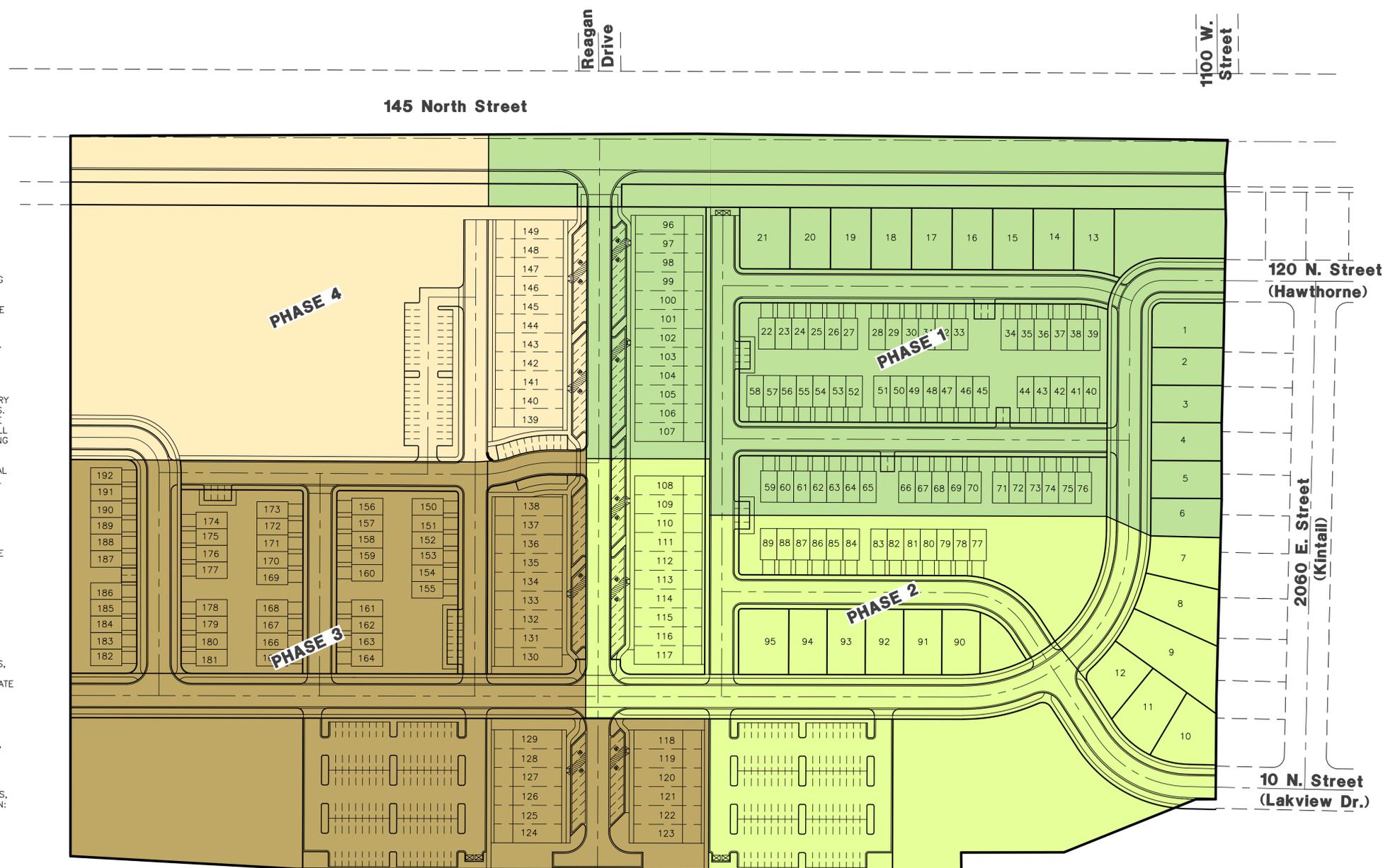
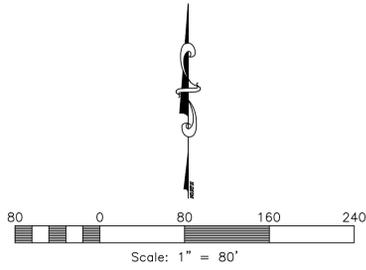
“I move to **continue** the proposed North Cove Phasing Plan with direction to the applicant and Staff on information and / or changes needed to render a decision, as follows:

1. _____.
2. _____.
3. _____.

J. Exhibits:

1. Proposed North Cove Phasing Plan
2. City Council Meeting Minutes from October 17, 2023
3. North Cove Development Agreement

Exhibit 1: Revised North Cove Phasing Plan



PHASING DESCRIPTION AND NOTES

1. DEVELOPMENT PHASING IS INTENDED TO PROCEED SEQUENTIALLY BEGINNING WITH PHASE 1 AND ENDING WITH PHASE 4.
2. DEVELOPMENT OF HORIZONTAL IMPROVEMENTS IN EACH PHASE WILL BE COMPLETED BY PHASE, SO ALL RESIDENTIAL AND COMMERCIAL LOTS IN THE PHASE ARE IN A BUILD-READY CONDITION FOR VERTICAL CONSTRUCTION.
3. DEVELOPMENT IS SPECIFICALLY DEFINED AS AND LIMITED TO HORIZONTAL IMPROVEMENTS WHICH WILL BE COMPLETED BY PHASE.
4. HORIZONTAL IMPROVEMENTS INCLUDE INSTALLATION OF SUBSURFACE UTILITY MAIN PIPES AND LINES, AND UTILITY LATERALS STUBBED FROM THE MAIN LINES INTO EACH LOT DESIGNATED ON THE PLAN. INSTALLATION OF SURFACE IMPROVEMENTS OF CURB, CUTTER, SIDEWALK, AND ROADS ARE INCLUDED IN THE HORIZONTAL IMPROVEMENTS. COMMON SUBSURFACE UTILITY MAINS INCLUDE SEWER, STORM WATER, CULINARY WATER, SECONDARY IRRIGATION WATER, ELECTRICAL, NATURAL GAS, AND COMMUNICATIONS MAINS.
5. VERTICAL CONSTRUCTION IS SPECIFICALLY DEFINED AS AND LIMITED TO THE CONSTRUCTION OF THE PHYSICAL BUILDINGS. VERTICAL CONSTRUCTION WILL BEGIN IN PHASE 1 UPON ISSUANCE OF BUILDING PERMITS BY THE BUILDING DEPARTMENT.
6. VERTICAL CONSTRUCTION INCLUDES THE CONSTRUCTION OF THE FOOTINGS, FOUNDATION WALLS, EXTERIOR WALLS, AND ROOF OF A BUILDING. VERTICAL CONSTRUCTION IN COMMERCIAL BUILDINGS MAY BE DIVIDED INTO AN INITIAL "CORE & SHELL" SCOPE, AND A SUBSEQUENT "TENANT IMPROVEMENT" (TI) SCOPE.
7. THE DEVELOPER WILL DETERMINE THE TIMING OF COMMENCEMENT OF HORIZONTAL IMPROVEMENTS IN SUBSEQUENT PHASES (PHASE 2-4) ACCORDING TO THE PHASING NARRATIVE BELOW.
8. THE CONSTRUCTION OF AMENITIES SHALL BE INCLUDED IN THE PHASE IN WHICH THE AMENITIES ARE LOCATED ON THE AMENITY PLAN. AMENITIES ARE DETAILED IN THE AMENITY PLAN AND INCLUDE TRAILS, LANDSCAPING, PICKLEBALL COURTS, AND A SWIMMING POOL.
9. SPECIFIC CONDITIONS OF PHASING ARE SPECIFIED IN THE PHASING NARRATIVE.

NOTES:

- A. PHASING IDENTIFIES THE SEQUENCE OF DEVELOPMENT, BUT DOES NOT COMMIT THE DEVELOPMENT TO A SPECIFIC CALENDAR DATE OR TIMEFRAME.
- B. THE PHASING PLAN IS SEPARATE AND DISTINCT FROM PLAT MAPS.
- C. PHASE 4 IS UNDER SEPARATE OWNERSHIP FROM THE FIRST THREE PHASES, AND WILL BE THE FINAL PHASE TO INSTALL HORIZONTAL IMPROVEMENTS.
- D. THE DEVELOPMENT OF HORIZONTAL IMPROVEMENTS IS SPECIFICALLY SEPARATE AND DISTINCT FROM VERTICAL CONSTRUCTION.

PHASING NARRATIVE

THE DEVELOPER OF THE NORTH COVE PROJECT PROPOSES THIS PHASING PLAN, INCLUDING THE PHASING DESCRIPTION AND NOTES AND PHASING NARRATIVE, TO PROVIDE FLEXIBILITY SO THAT THE COMMERCIAL PORTION OF THE DEVELOPMENT WILL HAVE EVERY OPPORTUNITY TO BE VIBRANT AND SUCCESSFUL. THE EXPANSION OF 145 NORTH STREET OVER THE FUTURE YEARS WILL CAUSE DISRUPTION AND LIMIT THE ABILITY OF CUSTOMERS TO ACCESS NEW BUSINESSES, AND AS SUCH WE PROPOSE THE FOLLOWING CONDITIONS TO THE PHASING PLAN:

- 1) SEQUENCING
 - a. DEVELOPMENT SEQUENCING IS INTENDED TO PROCEED SEQUENTIALLY BEGINNING WITH PHASE 1 AND ENDING WITH PHASE 4.
 - b. IF DEVELOPER SO CHOOSES, THE DEVELOPMENT OF HORIZONTAL IMPROVEMENTS ON SUBSEQUENT PHASES MAY BEGIN PRIOR TO PREVIOUS PHASES COMPLETING HORIZONTAL IMPROVEMENTS.
- 2) COMMERCIAL / RESIDENTIAL BALANCE
 - a. VERTICAL CONSTRUCTION OF THE FOLLOWING BUILDINGS WILL BEGIN AFTER BUILDING PERMITS ARE ISSUED FOR PHASE 1:
 - i. COMMERCIAL/RESIDENTIAL MIXED-USE BUILDING CONTAINING UNITS 96-107.
 - ii. 15 SINGLE-FAMILY RESIDENTIAL LOTS (LOTS 1-6 AND LOTS 13-21)
 - iii. 55 RESIDENTIAL TOWNHOME LOTS (LOTS 22-76)
 - b. VERTICAL CONSTRUCTION OF RESIDENTIAL HOMES IN PHASE 2 MAY NOT BEGIN UNTIL AFTER COMMENCEMENT OF CONSTRUCTION OF THE MIXED-USE BUILDING IN PHASE 1 THAT CONTAINS UNITS 96-107.
 - c. VERTICAL CONSTRUCTION OF RESIDENTIAL HOMES IN PHASE 3 MAY NOT BEGIN UNTIL AFTER COMMENCEMENT OF EITHER:
 - i. COMMENCEMENT OF CONSTRUCTION OF THE MIXED-USE BUILDING IN PHASE 2 THAT CONTAINS UNITS 108-117. -OR-
 - ii. SUBMITTAL OF SITE PLAN APPLICATION FOR EITHER OF THE TWO COMMERCIAL LOTS AT THE SOUTHWEST OR SOUTHEAST CORNER OF THE DEVELOPMENT.
- 3) MIXED-USE BUILDING SEQUENCING
 - a. SUBSEQUENT COMMERCIAL/RESIDENTIAL MIXED-USE BUILDINGS AFTER THE INITIAL BUILDING THAT CONTAINS UNITS 96-107 SHALL COMMENCE CONSTRUCTION AFTER 70% OF UNITS IN PRIOR MIXED-USE BUILDING ARE LEASED OR SOLD.
- 4) ISSUANCE OF BUILDING PERMITS, PERFORMANCE OF BUILDING INSPECTIONS, OR ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR RESIDENCES SHALL BE CONDITIONED ONLY UPON THE CONDITIONS INCLUDED IN THIS PHASING PLAN, PHASING DESCRIPTION AND NOTES AND PHASING NARRATIVE.

PHASING DATA

TOTAL PROJECT AREA.....	33.84 ACRES
TOTAL COMMERCIAL AREA.....	16.59 ACRES (49.0%)
PHASE 1.....	9.88 ACRES
COMMERCIAL.....	1.65 ACRES (16.7%)
PHASE 2.....	7.05 ACRES
COMMERCIAL.....	3.81 ACRES (54.0%)
PHASE 3.....	10.40 ACRES
COMMERCIAL.....	5.06 ACRES (48.7%)
PHASE 4.....	6.51 ACRES
COMMERCIAL.....	6.07 ACRES (93.2%)

RESIDENTIAL UNITS PER PHASE

	MIXED-USE	TOWNHOUSE	SINGLE-FAM	
PHASE 1	12	55	15	
PHASE 2	10	13	12	
PHASE 3	21	43		
PHASE 4	11			
TOTAL	54	111	27	192

North Cove

Saratoga Springs, Utah County, Utah



Reeve & Associates, Inc.
 5160 S. 1500 W., RIVERDALE, UTAH 84405
 TEL: (801) 821-3100 FAX: (801) 821-5666 www.reeve.co
 LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
 TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS	DESCRIPTION	DATE

North Cove
 PART OF THE SE 1/4 OF SECTION 19, THE NE 1/4 OF SECTION 30, AND THE SW 1/4 OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY SARATOGA SPRINGS, UTAH COUNTY, UTAH

Phasing Exhibit

Project Info.
 Engineer: J. Draper
 Planner: C. Cove
 Designer: E. Roche
 Date: 11-17-23
 Name: NORTH COVE
 Number: 7030-03

Exhibit 2: City Council Meeting Minutes from October 17, 2023

1. North Cove Development Agreement, Jen Hall and Chris Haertel Applicants, 145 South; Ordinance 23-34 (10-17-23).

Senior Planner Gina Grandpre presented the item. The applicant is requesting approval of the revised development agreement and a final approval of the rezone from Agriculture to Mixed Waterfront. Chris Haertel and Jen Hall were present as applicants.

Councilmember McOmber wanted to make sure we were clear enough on the Development Agreement. Many people want to see more business and things along the waterfront. He received further clarification on the phasing they are proposing. He felt the developer didn't have ill intent, but the economy is driving their intent. He didn't want them building all the residential before they put businesses in.

City Attorney Kevin Thurman advised that the agreement currently says the developer shall develop commercial portions along with residential according to the phasing plan; completing the commercial portions before the next phase commences. The agreement needs to clarify which parts of the commercial will be concurrently completed with which phases; the exhibits need to match.

City Manager Mark Christensen advised that the intent of the original application and motion when this was previously before council; was that a percentage of commercial was to be completed before residential. He shared concern that perhaps that isn't being met with this Development Agreement.

Councilmember Willden was concerned that they were trying to do residential and commercial simultaneously and not commercial first. Because the density has changed he is not as comfortable with them doing it simultaneously; they should do commercial first.

Motion made by Councilmember McOmber to approve the North Cove Rezone Development Agreement, Ordinance 23-34 (10-17-23) with staff findings and conditions; including a condition that commercial by phase is done before residential. And work with staff to determine the phasing but the commercial is done then the residential and so not just concurrently. Seconded by Councilmember Willden.

City Attorney Kevin Thurman proposed they should preface the condition that it's consistent with City Land Development Code 19.04.12.1.e that ties density to commercial to incentivize the commercial development.

Councilmember McOmber amended the motion to include a preface to the additional condition, that it's consistent with City Land Development Code 19.04.12.1.e that ties density to commercial to incentivize the commercial development. Seconded by Councilmember Willden.

Councilmember McOmber noted the developers are being allowed the higher density, however; they are not being given an exception beyond what they are allowed.

Vote:

Councilmember Chris Carn Yes

Councilmember Chris Porter Yes

Councilmember Ryan Poduska Yes

Councilmember Stephen Willden Yes

Councilmember Michael McOmber Yes

Motion passed 5-0.

WHEN RECORDED RETURN TO:

Saratoga Springs City Recorder
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered into on _____, 20___, (“**Effective Date**”) by and between the City of Saratoga Springs, Utah, a Utah municipal corporation, hereinafter referred to as “**City**,” and Regency Funding & Development and Hatch Property Holdings, LLC, a Utah limited liability company; hereinafter referred to as “**Developer**.”

RECITALS:

WHEREAS, Developer owns or has the right to purchase 33.76 acres of property located in the City of Saratoga Springs, Utah, which is more fully described in the legal descriptions attached as Exhibit A (“**Property**”); and

WHEREAS, the Property is zoned Mixed Waterfront, contingent on the mutual acceptance and approval of this Development Agreement. Developer wishes to develop the project known as North Cove Development, which will consist of a mixed use, waterfront residential and commercial development, including 192 total residential units (based on 49% commercial area) (“**Project**”). As of the date the property was rezoned to Mixed Waterfront, that zoning designation allows for development of the Project as proposed; and

WHEREAS, City desires to enter into this Agreement to promote the health, welfare, safety, convenience, and economic prosperity of the inhabitants of the City through the establishment and administration of conditions and regulations concerning the use and development of the Property; and

WHEREAS, City desires to enter into this Agreement because the Agreement establishes planning principles, standards, and procedures to eliminate uncertainty in planning and guide the orderly development of the Property consistent with the City General Plan, the City Code, and the conditions imposed by the Planning Commission and City Council; and

WHEREAS, to ensure development of the Project in accordance with Developer’s representations to City, Developer and City desire to enter voluntarily into this Agreement, which sets forth the process and standards whereby Developer may develop the Project; and

WHEREAS, on September 6, 2022, the City adopted a comprehensive update to its general plan (“General Plan”) pursuant to Utah Code Annotated §§ 10-9a-401, *et seq.* A portion of the General Plan establishes development policies for the Property. Such development policies are consistent with the proposed Project; and

WHEREAS, on June 9, 2022, after a duly noticed public hearing, the City’s Planning Commission recommended approval of Developer’s Zoning Request and reviewed certain conceptual project plans (“Concept Plan”), and forwarded the application to the City Council for its consideration, subject to the findings and conditions contained in the Staff Report, and written minutes attached hereto as Exhibit B; and

WHEREAS, on July 19, 2022, the Saratoga Springs City Council (“City Council”), after holding a duly noticed public meeting and consideration of all comments from the public, neighborhood representatives, Developer, and City officials, approved Developer’s Zoning Request with conditions stating that if an agreed upon DA is not reached, then the Mixed Waterfront zoning of the property will revert to Agricultural zoning, and certain conceptual project plans which have changed significantly since the initial review. New proposed plans are attached hereto as Exhibit D. Written minutes from the July 19, 2022 meeting are attached hereto as Exhibit C; and

WHEREAS, pursuant to its legislative authority under Utah Code Annotated § 10-9a-101, *et seq.*, and after all required public notice and hearings and execution of this Agreement by Developer, the City Council, in exercising its legislative discretion, has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, City’s General Plan, and Title 19 of the City code (collectively, the “**Public Purposes**”). As a result of such determination, City has elected to authorize the subsequent development thereunder in accordance with the provisions of this Agreement, and City has concluded that the terms and conditions set forth in this Agreement accomplish the Public Purposes referenced above and promote the health, safety, prosperity, security, and general welfare of the residents and taxpayers of City.

AGREEMENT:

Now, therefore, in consideration of the recitals above and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

1. Effective Date. This Agreement shall become effective on the date it is executed by Developer and City (the “Effective Date”). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals. The effective date of the Mixed Waterfront zoning is July 19, 2022 (“**Zoning Effective Date**”).

2. Affected Property. The property affected by this Agreement is described in Exhibit A. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developer and City.
3. Zoning, Permitted Uses, and City Regulations. Subject to the terms of this Agreement, Developer shall have the right to develop the Property in accordance with the provisions of the Mixed Waterfront zone in effect as of the date of submittal of a complete preliminary or site plan application for the Property, except for permitted and prohibited uses, applicable zoning, and development density which shall be determined based on the City's Mixed Waterfront as it exists as of the date of the conditional rezone approval, July 19, 2022. Except for permitted and prohibited uses, applicable zoning, and development density which shall be determined based on the Mixed Waterfront in effect as of the date of the conditional rezone approval, July 19, 2022, the Developer shall comply with all "City Regulations" in place as of the date of the submission of each site plan or preliminary plat. City Regulations is defined as "all City ordinances, regulations, specifications, and standards in effect at the time a complete preliminary plat, site plan, or development plan application is filed and all application fees are paid. City Regulations may include but are not limited to regulations regarding setbacks, frontage, height, access, required improvements, landscaping, and site and architectural design requirements."
4. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police powers of City in enacting additional City Regulations, zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police power, such legislation shall not modify Developer's rights as set forth herein unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988), or successor case law or statute. Any such proposed change affecting Developer's rights shall be of general applicability to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project.
5. Developer's Acknowledgement of Written Disclosure. The Developer acknowledges and agrees that, to the extent applicable, the City has disclosed in writing any and all rights under clearly established state law that this Agreement restricts. The Developer hereby voluntarily agrees to waive any claims that the City failed to make such disclosure.
6. Required Improvements. This Agreement does not in any way convey to Developer any capacity in any City system or infrastructure or the ability to develop the Property without the need for Developer to install and dedicate to City all required improvements necessary to

service the Property, including without limitation the dedication of water rights and sources. Developer shall be responsible for paying all property taxes, including rollback taxes, prior to dedication or conveyance and prior to acceptance by City. Future development of the Property shall comply in all respects to all City Regulations in place as of the date of submittal of a complete preliminary or site plan application with respect to the required infrastructure to service the Property, including but not limited to the installation of the City's minimum-sized infrastructure (to the extent that such sizing complies with the rough proportionality test found in Utah Code 10-9a-508), whether or not the minimum size may have additional capacity. In addition, in consideration of granting the Zoning Request, Developer may be required to upsize certain infrastructure, as specified below. Not by way of limitation, the Developer shall be required to install and dedicate the following:

- a. **Water Rights and Sources.** Developer shall either convey or purchase from City sufficient water rights and sources to meet the requirements of City regulations. Any conveyance of water rights and sources shall be subject to a water banking agreement prepared by the City Attorney. Water rights and sources conveyed shall not be recognized as credits in the City's system until a change application is approved by the Utah Division of Water Rights (DWRi). A change application typically takes a minimum of 6 months to be approved by DWRi. If Developer wishes to convey water rights to the City (in lieu of purchasing water from the City), final plats shall not be approved for recordation until a change application is approved. City shall not be obligated to sell Developer water rights and sources unless the City has sufficient unused water rights and sources, which shall be determined in City's sole discretion.
- b. **Water Facilities for Development.** At the time of plat recordation or site plan approval, Developer shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including but not limited to storage, distribution, treatment, and fire flow facilities sufficient for the development of the Property in accordance with City Regulations. The required improvements for each plat shall be determined by the City and may be adjusted in accordance with City Regulations and any applicable law. Due to limited secondary water capacity, the developer shall install a 14" secondary water pipeline along 145 North from the existing 12" pipe on the west side of Mountain Sunrise Academy to the existing pipeline approximately 700' east of the Clark Drive in the North Lake Meadows subdivision. The upsize costs for the difference of what would be required to supply the development to the 14" pipe may be reimbursable if proposed cost differences are submitted to the City for acceptance by the City Council. In addition, a 6" secondary water line will be routed through the development to the existing lines in Hawthorne Street and Lakeview Drive on the east side of the development.
- c. **Sewer, Storm Drainage, and Roads.** At the time of plat recordation or site plan approval, Developer shall be responsible for the installation and dedication to City of all onsite and offsite sewer, storm drainage, and road improvements sufficient for the

development of the Property in accordance with City Regulations. The required improvements for each plat or site plan shall be determined by the City Engineer at the time of plat or site plan submittal and may be adjusted in accordance with City Regulations and any applicable law. The developer shall dedicate the Right-of-Way to the City for the future expansion of 145 North. Asphalt widening of 145 North will not be required of the developer. The required frontage improvements for the southern side of 145 North shall include:

1. Storm drain lines and inlets along 145 North as needed to provide drainage for the future widened roadway. Inlets boxes shall be placed no more than 400 feet apart to collect sheet flow.
2. Developer shall install arterial street lighting per Saratoga Springs standards for the arterial street lighting per standard drawing detail LP-3A. Street lights shall be at intersections and every 300 feet max, placed on alternating sides of streets, or a maximum of 600 feet on the same side of the street.
3. Trails per Saratoga Springs standards, follow major arterial roadway detail ST-11.
4. Curb and gutter per Saratoga Springs standards, follow major arterial roadway detail ST-11
5. All frontage improvements shall be constructed based on the future road right-of-way width of 180'.

d. **Landscaping and Boardwalk/Trail Improvements.** Developer shall be required to install and improve the proposed public trail improvements through the open space area on south side of the development with connection to the existing adjacent County trail to the east of the Property on Saratoga Springs City lands, and as more fully specified in Exhibit I. This shall be in addition to and not in lieu of all required landscaping/open space improvements according to City Regulations. Developer may receive credits towards the City's landscaping/open space requirements for the installation of the public trail improvements per City regulations. For public trails, the Developer shall dedicate an access and use easement for the public, and the Developer or successor Home Owners Association, shall maintain the trail-abutting landscaping improvements in perpetuity including maintaining the vegetation and repairing and replacing all necessary irrigation infrastructure and improvements. For public trails, the City shall maintain the trail surface including repairing the trail, but shall not provide snow removal. The Developer shall install the Pony Express trail connection to the trail in Loch Lomond meeting City trail standards.

e. **Additional Development Requirements.**

- i. Developer shall provide all necessary and required flood plain and wetlands mitigation documents.
- ii. Angled parking will be permitted only on the main north/south access road and no other roads.

- iii. Commercial drive approaches shall be required on all intersections having private to public connections.
- iv. Planned roadway connections to the west and to the east of the Property shall be developed as shown in Exhibit D.
- v. Developer agrees to limit commercial uses to those in Title 19.04.12
- vi. Developer will be responsible for maintaining the irrigation/storm water drainage ditch on the western side of the development until such time it has been piped.
- vii. Developer shall not cross drinking water lines with sanitary sewer lines per Utah State Code. The developer may be required to raise the grade of the development in order to route the drinking water and sewer lines in a manner that complies with the state code.

7. Reimbursements. The City shall not require the Developer to “upsized” any public improvements (i.e., to construct the improvements to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to the Developer are made to compensate the Developer for the costs of such upsizing, but not for costs attributable to the project.

~~8. Final Project/Plat or Development Plan Approval. Developer shall cause final plat and final project plans and specifications (including but not limited to site and building design plans) (the “Plans”) to be prepared for the Project meeting City Regulations, this Agreement, including all exhibits, and any conditions of approval as specified in Exhibits B and C. In determining whether the Plans meet all requirements, Developer shall provide all information required by City Regulations, as well as any information which City staff reasonably requests. The developer shall develop the commercial portions along with the residential portions according to the phasing plan as shown in Exhibit H. The commercial portions in each phase will be completed before development commences in the subsequent phase. If commercial acreage is reduced, then residential density shall be reduced accordingly to comply with the limits specified in Title 19.04.12.~~

9. Standards for Approval. City shall approve the Plans if such Plans meet the requirements of this Agreement and City Regulations. Developer shall be required to proceed through the Preliminary Plat, Final Plat, and Site Plan approval process as specified by City Regulations to record a Final Plat with the Utah County Recorder and pay all recording fees.

10. Site and Architectural Design Standards. Developer shall comply with the North Cove Site and Architectural Design Standards (“**Design Guidelines**”) attached as Exhibit E. If the Design Guidelines are not specific, the Developer shall adhere to the Site and Architectural Design Standards specified in Title 19 in place when a complete site plan or preliminary plat application is submitted.

a. Intent and Purpose. Project architecture and design shall demonstrate a destination

orientation to meet the purpose and intent of the Mixed Waterfront Zone as stated in City Code Section 19.04.12, "The purpose of the Mixed Waterfront (MW) Land Use Zone is to allow for a wide range of land uses so long as those land uses are combined and arranged to create destination-oriented developments that take full advantage of the scenic and recreational opportunities that their lakeshore and riverside locations provide. Appropriate mixtures of land uses include retail, residential, and resort properties."

- b. Theme. A waterfront-style architectural and development design theme that is compatible with and promotes adjacency to the Utah Lake shoreline shall guide and be adhered to by the development of the Project. This theme shall apply to all development in the Project including all residential and commercial development.
- c. Lake Access and Uses. Assurance shall be given and shown on approved site plans that the public will have access to and use of the lakefront. All uses adjacent to or connecting to the lakeshore will be designed and developed to enhance and preserve the environment of the Utah Lake shoreline.

11. Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of ten years. However, this Agreement shall terminate earlier: (i) when certificates of occupancy have been issued for all buildings and/or dwelling units in the Project; ~~provided, however, that any covenant included in this Agreement which is intended to run with the land shall survive this Agreement;~~ or (ii) if Developer fails to proceed with the Project within a period of two years. "Failure to proceed with development" shall be defined as failure to submit a complete site plan or preliminary plat application meeting all current City regulations and failure to pay the City's application fees for such. Unless otherwise agreed to by City and Developer, Developer's vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement approved by City and Developer in writing. However, this Agreement shall continue for perpetuity for any portions of the property contained in a final plat approved by City and recorded on the property in the county recorder's office by Developer, unless City and Developer mutually agree otherwise in writing. This Section and Developer's vested rights are subject at all times to the City's reserved Legislative Powers in Section 4 of this Agreement.

12. Successors and Assigns.

- a. Change in Developer. This Agreement shall be binding on the successors and assigns of Developer. If the Property is transferred ("**Transfer**") to a third party ("**Transferee**"), Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to such Transfer, Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as

Developer under this Agreement and the persons and/or entities executing this Agreement as Developer shall be released from any further obligations under this Agreement as to the transferred Property.

- b. Individual Lot or Unit Sales. Notwithstanding the provisions of Subparagraph 9.a., a transfer by Developer of a lot or unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

13. Default.

- a. Events of Default. Upon the happening of one or more of the following events or conditions Developer or City, as applicable, shall be in default ("**Default**") under this Agreement:

- i. a warranty, representation, or statement made or furnished by Developer under this Agreement is intentionally false or misleading in any material respect when it was made;
- ii. a determination by City made upon the basis of substantial evidence that Developer has not complied in good faith with one or more of the material terms or conditions of this Agreement;
- iii. any other event, condition, act, or omission, either by City or Developer that violates the terms of, or materially interferes with the intent and objectives of this Agreement.

- b. Procedure Upon Default.

- i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default with such thirty day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.
- ii. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable

substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.

Breach of Agreement. Upon Default as set forth above, City may declare Developer to be in breach of this Agreement and City: (i) may withhold approval of any or all building permits or certificates of occupancy applied for in the Project, but not yet issued; and (ii) shall be under no obligation to approve or to issue any additional building permits or certificates of occupancy for any building within the Project until the breach has been corrected by Developer. In addition to such remedies, City or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

14. Entire Agreement. This Agreement shall supersede all prior agreements with respect to the subject matter hereof, not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

- Exhibit A:** Property Ownership map, Vicinity Map, and/or Legal Descriptions
- Exhibit B:** Staff Report with Adopted Planning Commission Findings and Conditions of Approval, Report of Action (if applicable) and Planning Commission Written Minutes
- Exhibit C:** Staff Report with Adopted City Council Findings and Conditions of Approval, Report of Action (if applicable), and City Council Written Minutes
- Exhibit D:** Concept Plan including Density Calculations
- Exhibit E:** Open Space Plan
- Exhibit F:** Architectural and Design Guidelines
- Exhibit G:** Phasing Plan
- Exhibit H:** Trails Plan

15. General Terms and Conditions.

- a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- b. Recording of Agreement. This Agreement shall be recorded at Developer's expense to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.
- c. Severability. Each and every provision of this Agreement shall be separate, several, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.
- d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.
- e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City.
- f. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void.
- g. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations, or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such

conditions have been rectified by Developer. City shall be free from any liability arising out of the exercise of its rights under this paragraph.

- h. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein, except for minor amendments allowed per City Regulations.
- i. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement, except for minor amendments allowed per City regulations.
- j. Attorney Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.
- k. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four days after being sent by registered or certified mail, properly addressed to the parties as follows (or to such other address as the receiving party shall have notified the sending party in accordance with the provisions hereof):

To the Developer: Regency Finding & Development LLC
Attn: John Haertel
5962 West Gable Ridge Court
Highland, UT 84003

And to: Hatch Property Holdings, LLC
6708 W Spring Hollow Lane
Highland, UT 84003

To the City:

City Manager
City of Saratoga Springs
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045

- l. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.
- m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven days of receipt of said facsimile copy.
- n. Hold Harmless and Indemnification. Developer agrees to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims, damages, just compensation restitution, inverse condemnation, or any judicial or equitable relief which may arise from or are related to any activity connected with the Project, including approval of the Project, the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees, or other persons acting on its behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Project and geological hazards.
 - i. Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted by the City for maintenance
 - ii. City shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than thirty (30) days after the assertion or commencement of the claim, demand, action or proceeding. If any such notice is given, Developer shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

- o. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.
- p. Annual Review. City may review progress pursuant to this Agreement at least once every twelve (12) months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer to be in Default as provided in Paragraph 10 herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.
- q. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. However, any remedy against the City shall be limited to specific performance only. Legal actions shall be instituted in the Fourth District Court, State of Utah, or in the Federal District Court for the District of Utah.
- r. Title and Authority. Developer expressly warrants and represents to City that Developer (i) owns all right, title and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developer. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.
- s. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized

representative of Developer as of the date first written above.

Attest:

City of Saratoga Springs, a political subdivision of
the State of Utah

Cindy LoPiccolo, City Recorder

By: _____
Jim Miller, Mayor

DEVELOPER,

Regency Finding & Development LLC.,

By: [Signature]

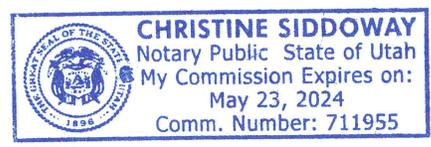
Its: Manager

State of Utah
County of Hatch

The foregoing instrument was acknowledged before me this 11 day of Oct 2023 by Chris Haentel of manager, a Utah corporation/limited liability company/partnership.

[Signature]

Notary Public



DEVELOPER,

Hatch Property Holdings LLC

By: Doug Hatch D/Hatch

Its: owner

State of Utah
County of Utah

The foregoing instrument was acknowledged before me this 12 day of October 2023 by DOUG HATCH, of HATCH PROPERTY HOLDINGS, a Utah corporation/limited liability company/partnership.

[Signature]

Notary Public

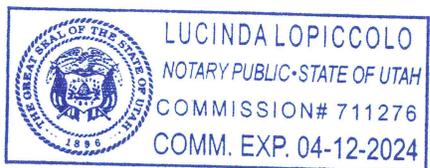
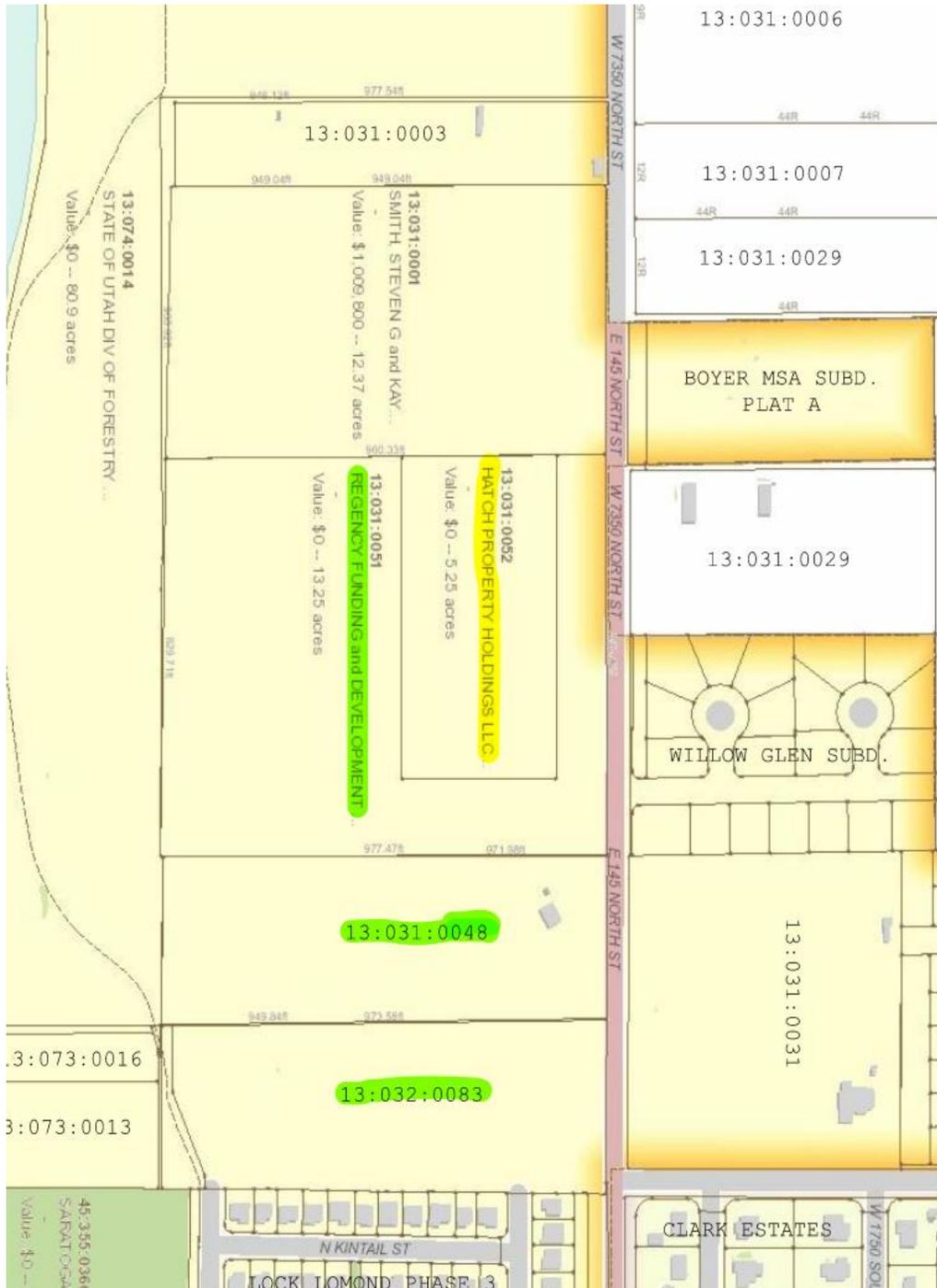


Exhibit "A"

Property Ownership map, Vicinity Map, and/or Legal Descriptions



Legal Descriptions

Serial Number: 13:031:0051

Acreage: 13.248554

Legal Description: COM N 89 DEG 17' 0" W 352.14 FT & S 5.17 FT FR SE COR. OF SEC. 19, T5S, R1E, SLB&M.; N 88 DEG 57' 0" W 829.71 FT; N 0 DEG 15' 0" W 516.35 FT; S 89 DEG 39' 3" E 672.89 FT; N 0 DEG 10' 11" E 338.87 FT; N 89 DEG 39' 3" W 675.37 FT; N 0 DEG 15' 0" W 105.1 FT; N 89 DEG 52' 0" E 833.98 FT; S 0 DEG 0' 46" W 977.47 FT TO BEG. AREA 13.249 AC.

Serial Number: 13:031:0052

Acreage: 5.246957

Legal Description: COM N 530.8 FT & W 1185.44 FT FR SE COR. OF SEC. 19, T5S, R1E, SLB&M.; N 0 DEG 0' 31" E 338.87 FT; S 89 DEG 39' 3" E 675.35 FT; S 0 DEG 10' 11" W 338.87 FT; N 89 DEG 39' 3" W 674.4 FT TO BEG. AREA 5.247 AC.

Serial Number: 13:031:0048

Acreage: 7.760628

Legal Description: COM S 89 DEG 6' 53" E 1.6 FT FR SE COR. SEC. 19, T5S, R1E, SLB&M.; N 0 DEG 31' 4" W 973.58 FT; N 89 DEG 20' 49" W 341.83 FT; S 0 DEG 10' 46" W 971.98 FT; S 89 DEG 6' 53" E 353.69 FT TO BEG. AREA 7.761 AC.

Serial Number: 13:032:0083

Acreage: 7.498626

Legal Description: COM N 23.73 FT & W 1.93 FT FR SW COR. SEC. 20, T5S, R1E, SLB&M.; N 0 DEG 30' 49" W 949.84 FT; S 89 DEG 11' 26" E 367.15 FT; S 4 DEG 54' 23" W 46 FT; S 1 DEG 14' 24" E 61.06 FT; S 1 DEG 10' 46" W 270.02 FT; S 0 DEG 0' 14" E 100.51 FT; S 1 DEG 31' 30" W 258.64 FT; S 0 DEG 26' 26" W 138.64 FT; W 26.49 FT; S 68 DEG 14' 0" W 188.99 FT; W 140.48 FT TO BEG. AREA 7.499 AC.

Exhibit “B”

**Staff Report with Adopted Planning Commission Findings and Conditions of Approval,
Report of Action (if applicable), and Written Minutes**

[ON FILE WITH THE CITY RECORDER]

Exhibit “C”

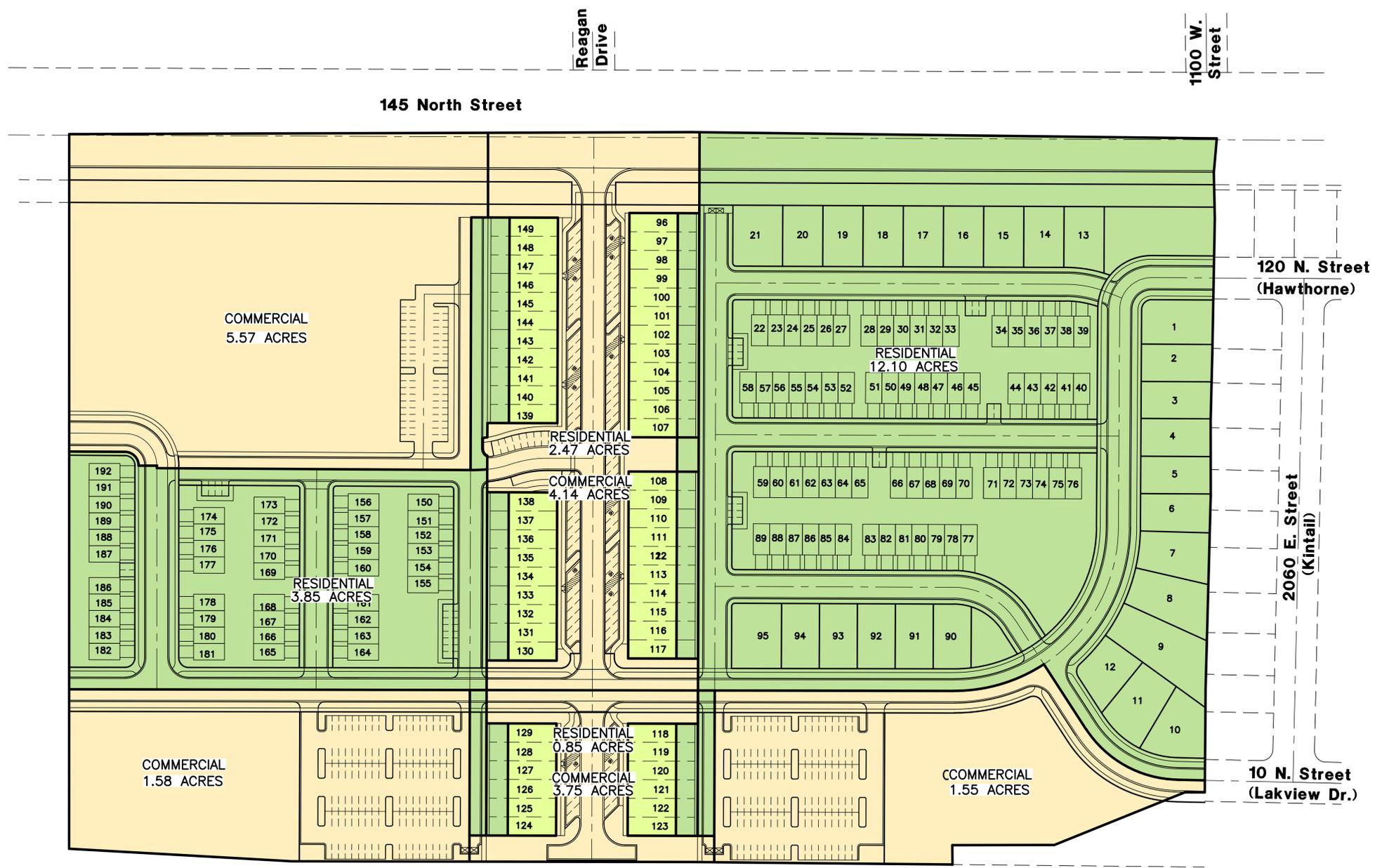
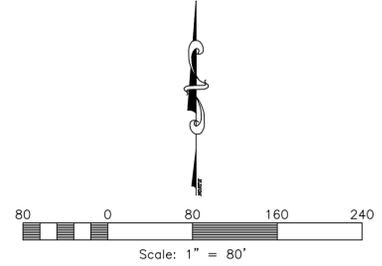
Staff Report with Adopted City Council Findings and Conditions of Approval, Report of Action (if applicable), City Council Written Minutes.

[ON FILE WITH THE CITY RECORDER]

Exhibit “D”

Concept Plan including Density Calculations

Exhibit D - Concept Plan



DENSITY DATA

TOTAL PROJECT AREA.....	33.84 ACRES
TOTAL COMMERCIAL AREA.....	16.59 ACRES (49.0%)
 MIXED USE IN COMMERCIAL AREA.....	2.02 ACRES
 COMMERCIAL AREA.....	14.57 ACRES
TOTAL RESIDENTIAL AREA.....	19.27 ACRES (56.9%)
 MIXED USE IN RESIDENTIAL AREA.....	2.02 ACRES
 RESIDENTIAL AREA.....	17.25 ACRES

19.27 @ 10 UNITS/AC. = 192 UNITS
 54 MIXED-USE RESIDENTIAL UNITS
 111 TOWNHOUSE UNITS
 27 RESIDENTIAL LOTS
192 TOTAL UNITS

RESIDENTIAL: 17.25 AC. + COMMERCIAL: 14.57 AC. + MIXED USE: 2.02 AC. = 33.84 ACRES

*MIXED USE IS COUNTED TWICE (EACH FOOTPRINT IS 1625 S.F.)

North Cove

Saratoga Springs, Utah County, Utah

Developer:

Regency Funding & Development, LLC
 Chris Haertel
 270 S. Main, Ste. 103
 Bountiful, UT. 84010



REVISIONS	DESCRIPTION
DATE	

North Cove
 PART OF THE SE 1/4 OF SECTION 19, THE NE 1/4 OF SECTION 30 AND THE SW 1/4 OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY SARATOGA SPRINGS, UTAH COUNTY, UTAH

--	--

Project Info.	
Engineer:	J. Draper
Planner:	C. Cave
Designer:	E. Roche
Date:	10-5-23
Name:	NORTH COVE
Number:	7030-03

Sheet	1
1	Sheets

Exhibit “E”
Open Space Plan

Exhibit “F”

Architectural and Design Guidelines

North Cove

Saratoga Springs, Utah

Welcome to North Cove a destination where you will love to live, shop and stay near the water's edge

As you drive into North Cove you will notice this unique destination is like no other in the state. The beautiful open view of Utah Lake and the wonderful shopping and beautiful restaurant with open air seating near the water's edge. Additional future commercial lots have views to the lake. Make a day out of relaxing at the park and wander through the main street with convenient shopping. Enjoy the amenities, such as the playground or swimming pool. Look around and you will notice that every home has a rooftop patio for entertaining and relaxing while you take in the surrounding views of the lake and Mount Timpanogos. Beautiful modern waterfront-style architectural and development design theme with hues of slate blue and gray with white and natural wood accents bring a feeling of nature and calm vibes of the water, accentuated by themed signage and amenities.

Imagine North Cove where you can shop, play, entertain, dine and stay near the water and enjoy all the surrounding natural beauty Saratoga Springs has to offer!

Proposed number of units:

Mixed Use Townhomes: 54

Mixed Use Retail Spaces: 54

Regular Townhomes: 111

Single Family Homes: 27

Future Commercial Pads: 3

One of the first elements of the neighborhood people will experience is a delightful main street with shops and street side dining and benches with a mixed use of townhomes above the storefronts.



North Cove Development
Saratoga Springs, Utah

3

View South Along Main St



Key to the development in the interface with Utah Lake. From the mixed use Main Street, homeowners above the stores will enjoy roof deck patios overlooking the amenities as they connect to the city's bike path and an access trail to the lakefront.

View to Lake from Mixed Use Townhome

OVERVIEW OF SITE:

Main Street Area with
Mixed Use
Pages 6-7

West Townhome Area
Page 17

East Townhome Area
Page 18

Single Family Home areas
Page 29

Amenities
Page 34





MAIN STREET AREAS

Townhome Atop Store

Roof patio above store

Wide Sidewalk for cafes,
street furniture

Shaded parking with tree
islands

Larger plaza between north
and south buildings



South Portion of Mixed Use Area

North Cove Development
Saratoga Springs, Utah

7



Modern design elements with touches of traditional design

High maintenance materials discouraged.

Prohibited materials:

- Vinyl Siding
- Builder grade aluminum siding
- Beadboard or weatherboard wood siding

All materials to be low reflectance with buff or matte finish

View East at Plaza

Facade Materials:

Less than 25% of facade stucco

Majority of facade to be durable and patterned materials such as:

- Architectural Concrete
- Fiber Cement Siding
- Cedar Plank Rainscreen
- Exterior Grade Architectural Tile
- Stone Veneer
- Brick Veneer
- Architectural grade metal or perforated metal rainscreens



View Northeast from SW corner of Mixed Use

North Cove Development

Saratoga Springs, Utah

9



Glass partition between units to provide visibility while reducing privacy concerns of someone jumping from one private patio to another.





Window and Doors shall have consistent color and material feel.

Each facade to have at least two of the following accent features:

- An entry portico or canopy
- An accent vertical or horizontal band or recess
- A trellis or plant shelf
- Window and door head and jamb trims.
- Other constructed design elements that add detail and beauty to the overall design.

View South from Plaza



North Cove Development
Saratoga Springs, Utah

13

South view from Entry



Modern design elements with touches of traditional design

High maintenance materials discouraged.

Prohibited materials:

- Vinyl Siding
- Builder grade aluminum siding
- Beadboard or weatherboard wood siding

All materials to be low reflectance with buff or matte finish

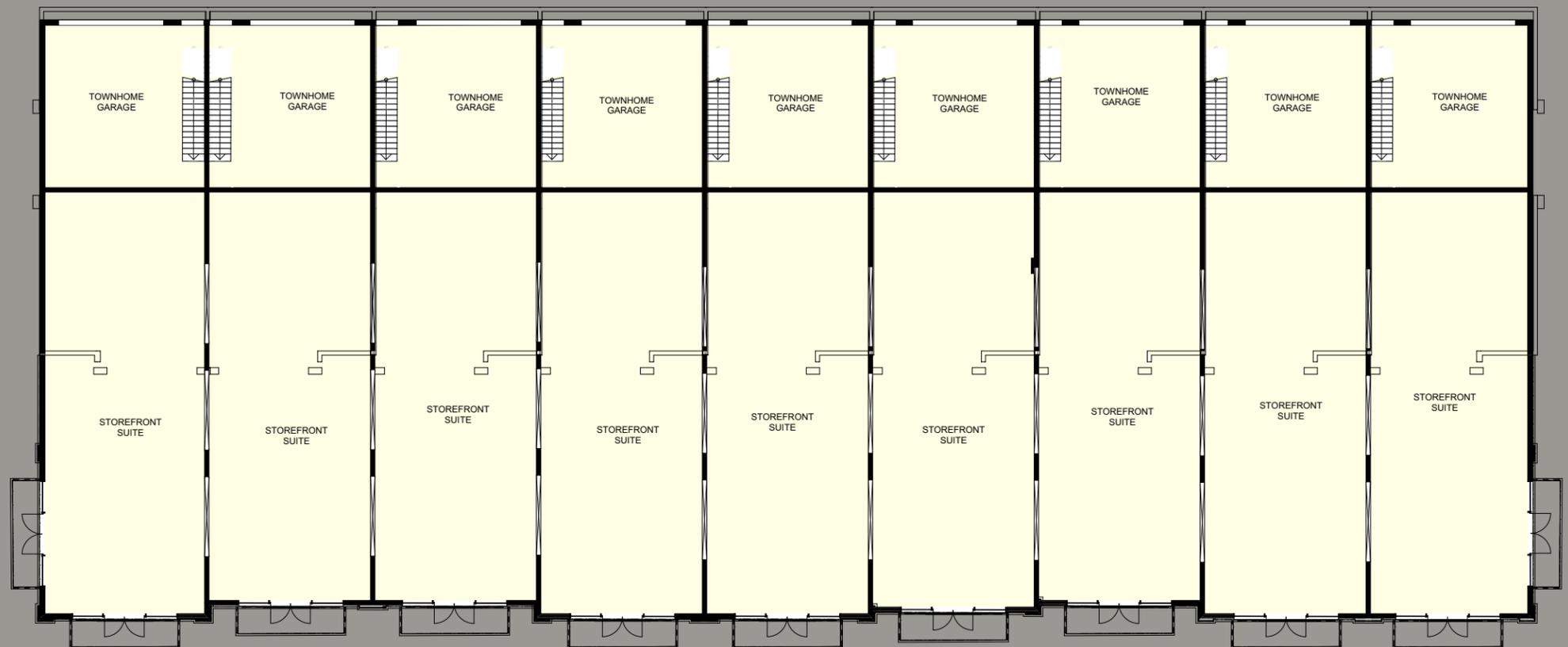
Sidewalk at Storefront, looking North

Ground floor of the mixed use buildings have storefront areas leasable to restaurants, shops, and offices.

Toward the rear of the building, a two car garage is provided for each residential unit above the same garage with internal stair access to the residential unit.

Each storefront is approximate 1510 sf.

Each residential unit's garage is approximately 602 sf.



D FLOOR

Sample Ground Floor of Mixed Use Building

North Cove Development

Saratoga Springs, Utah

15

Second floor is the main living area for the residential units containing the master bedroom suites, kitchen, dining, living room, and access to the rooftop patio above the storefront below.



Main level of each residence: 1274 sf

Balcony / Roof Patio of each residence: 925 sf

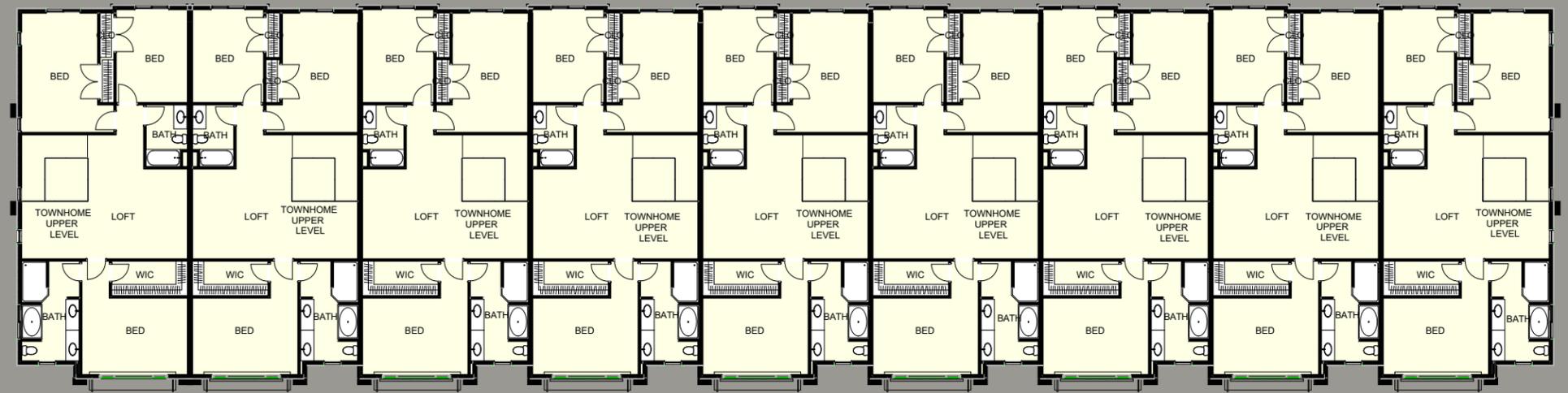
MAIN - UPPER

SCALE: 1/8" = 1'-0"

Sample 2nd Floor Plan of Mixed Use Building

Third floor of the residential units include three bedrooms, two bathrooms, and a play loft.

Upper level of each residence: 1284 sf



3RD FLOOR

1/8" = 1'-0"





Colored Elevations are required as part of the submittal process for each building in the development.

Architect retained by development to review each submittal to confirm it meets architectural design standards for the community.



Sample Colored Elevations - Mixed Use Bldgs

Townhome areas:

Garage and driveway
access to streets.

Frontage of units
toward common green
space



Overhead view of West Townhome Area



Overhead view of East Townhome Area

Minimum 4:12 roof
pitch element visible
on front of building
Traditional railings



Right front of 5 Unit Townhome Block



Color scheme to provide a beach like feel. In the townhome blocks, each unit has it's own color that fits within the color board mix provided for this community. See Color Board on page 38.

All buildings in the development shall have finishes and architectural features on all facades of the building, not just the front.

Sidewalk at Storefront, looking North



Overhead view of West Townhome Area

North Cove Development

Saratoga Springs, Utah

23



View to Green Space between Townhome Blocks



Seven Unit Block of Townhomes

North Cove Development

Saratoga Springs, Utah

25



Seven Unit Block of Townhomes

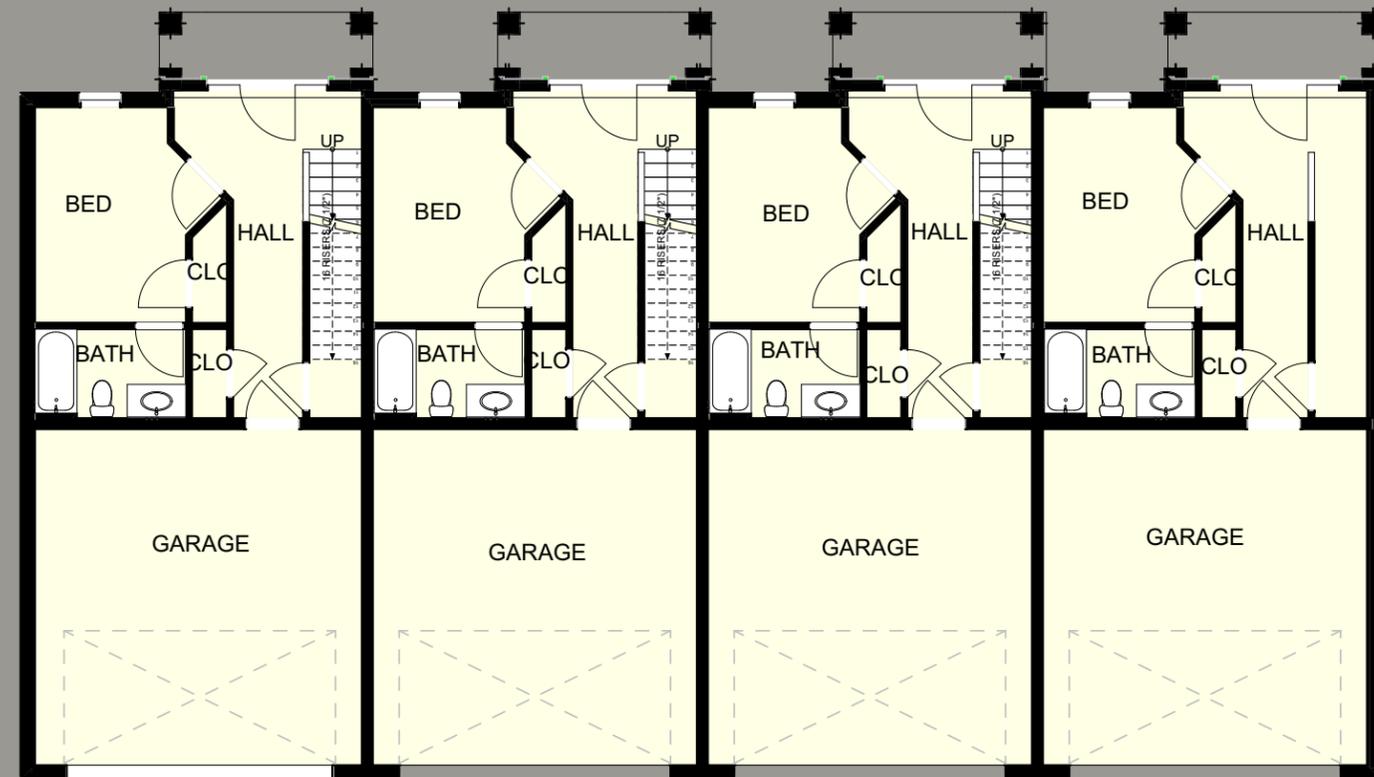
Ground floor of townhomes include a study/bedroom, two-car garage, and grand entry.

Each unit:

Garage: 387 sf

Ground floor

finished: 370 sf



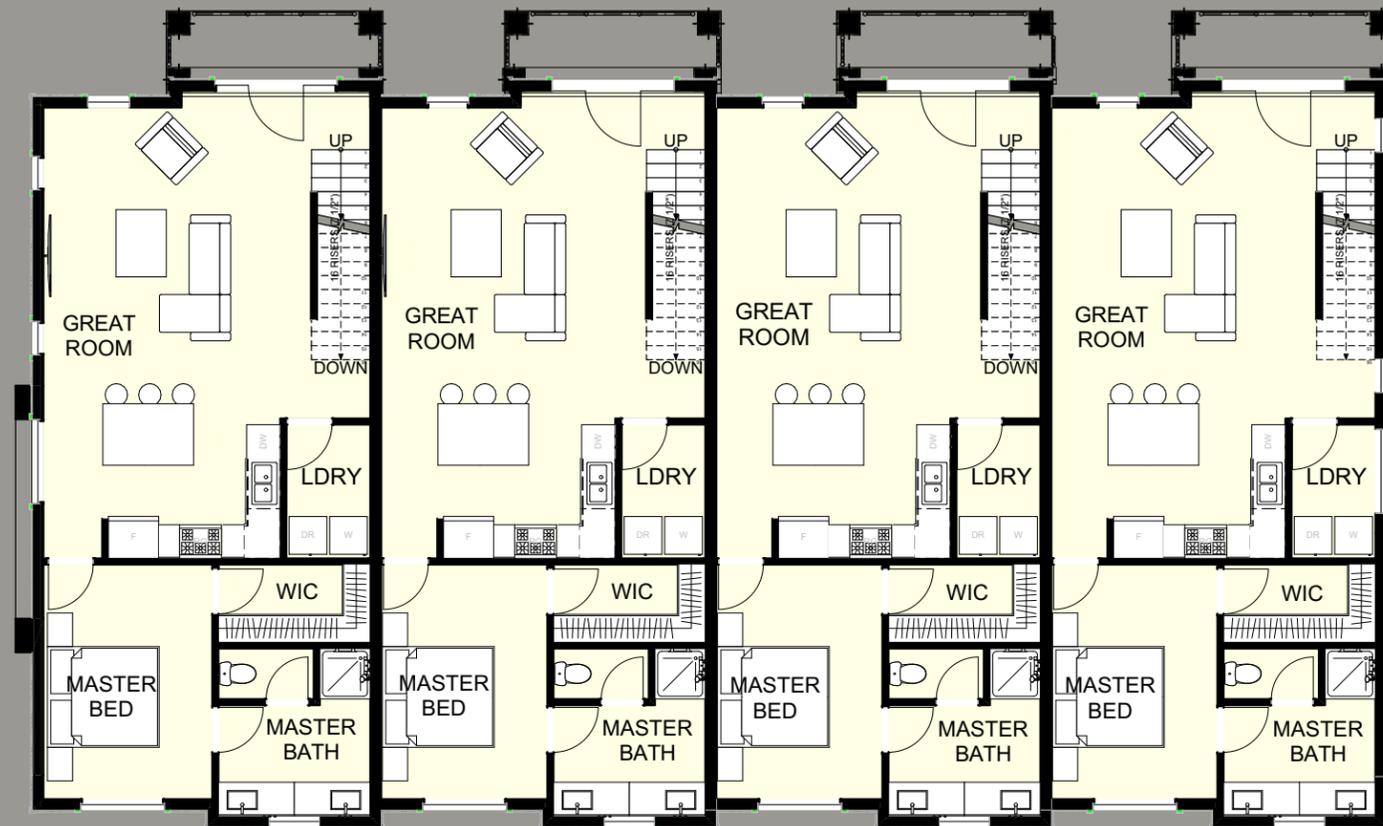
3-story Options - GROUND FLOOR PLAN

SCALE: 1/8" = 1'-0"

Sample Ground floor of Townhome block

Second floor of each unit provides a balcony, living room, kitchen with dine in island, laundry, and master suite.

Each unit
Main floor: 815 sf



3-Story Options - 2ND FLOOR PLAN

SCALE: 1/8" = 1'-0"

Sample 2nd Floor of Townhome Block

Third floor of each unit provides another three bedrooms and a play loft. Optional balcony from front bedroom.

Each unit upper floor: 809 sf



3-Story Options - 3RD FLOOR PLANS

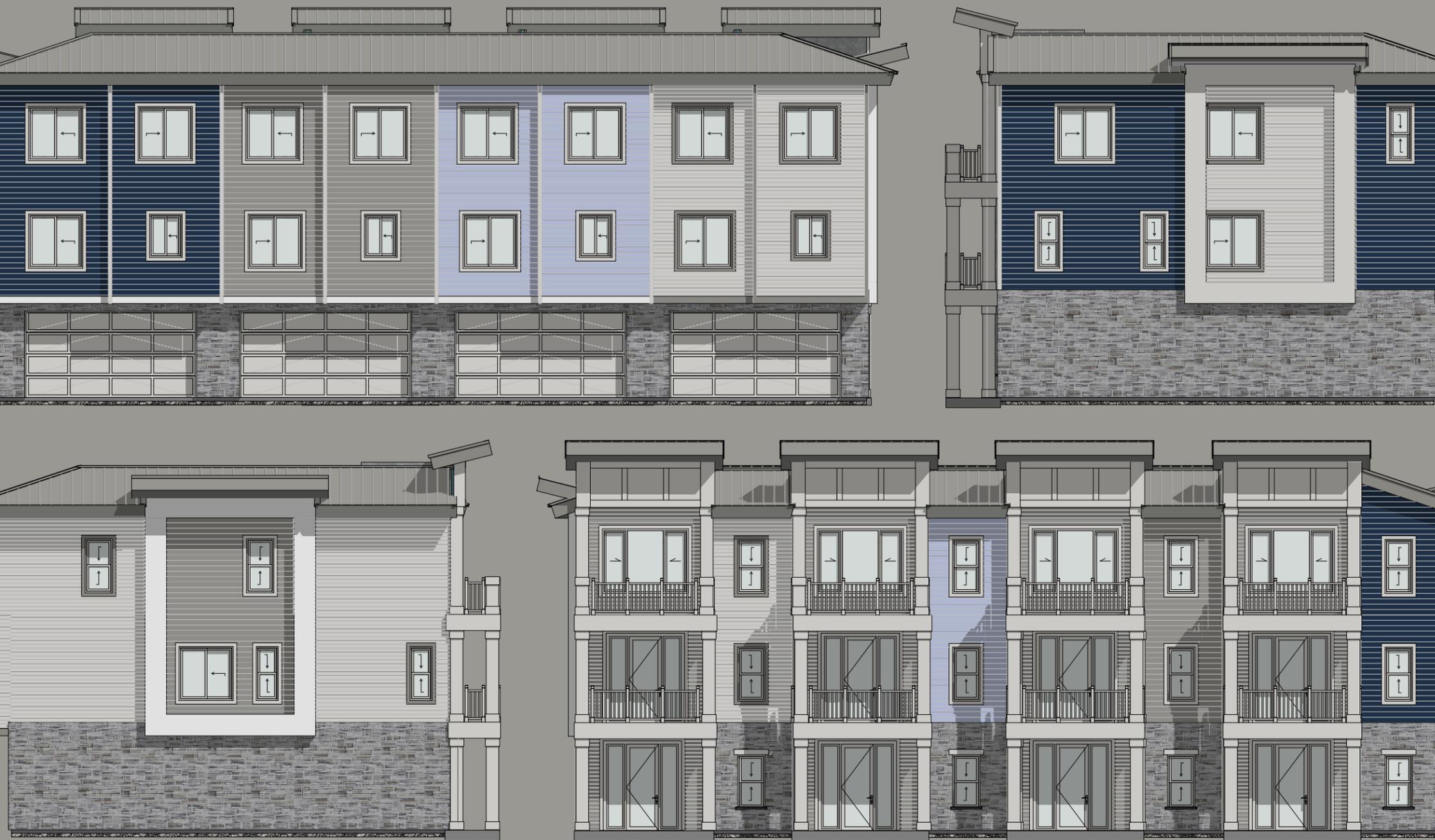
SCALE: 1/8" = 1'-0"

Sample 3rd Floor of Townhome Block

North Cove Development

Saratoga Springs, Utah

29



The townhomes have sloping roof elements, beachfront balconies, stone veneer, bright beach-like color schemes, and architectural detail elements and bumpouts that break up the monotony.

Sample Colored Elevations of Townhome Block

The Single Family Home area provides a buffer and transition zone to the neighboring single family home community to the east.



Overview of Single Family Home Area



Streets to be lined with trees for shade and beauty.

Accessory structures like playhouses, sheds, etc. are to maintain similar design aesthetics and color schemes to the primary residence on each parcel.

Transition to SFH from Townhomes, looking South

Because the neighborhood is aimed at having beautiful views of the lake, homeowners are encouraged to have rooftop decks or roof level balconies to provide views to the lake.



Sample of SFH with Beach Balconies



Home designs are encouraged to be modern mixed with traditional.

Beach style railings are encouraged.

Roofs shown with standing seam metal roofs, suggesting higher quality materials for all the designs.

Sample home design with Gable Roofs

This sample design showcases a stair tower on the front of the house that provides a luxurious front entry foyer and access to the trellis covered rooftop patio deck with views to the lake.



Sample Home Design With Entry Tower

North Cove Development

Saratoga Springs, Utah

35



AMENITIES:

The amenities for the community include a children's playground area and a swimming pool area with clubhouse.

Amenities illustrated here are for reference only and are not the final design. They are included to give a feel of the style and type of amenities that will be included.

This sample design showcases a stair tower on the front of the house that provides a luxurious front entry foyer and access to the trellis covered rooftop patio deck with views to the lake.



North Cove Development

Saratoga Springs, Utah

37

Swimming Pool and Deck



Sample Amenities (not final design)



Pool House and BBQ



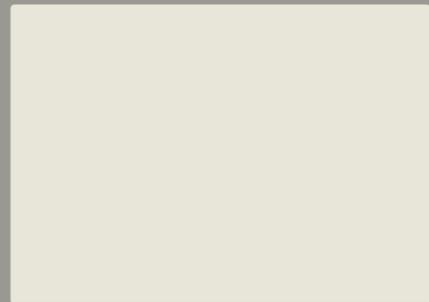
Pool House and BBQ

CHILDREN'S PLAYGROUND

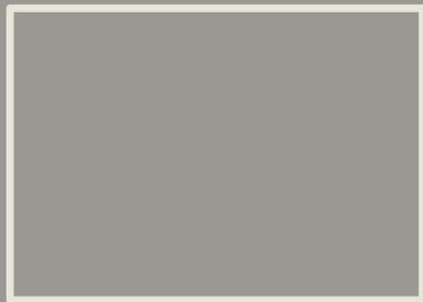
The children's playground will be commissioned to have a beach or nautical theme with colors to fit the community style.

The picture shown is an example only. Possible playground configurations could include pirate ships, whales, or like this picture, just beach umbrella and slides matching the community color scheme.

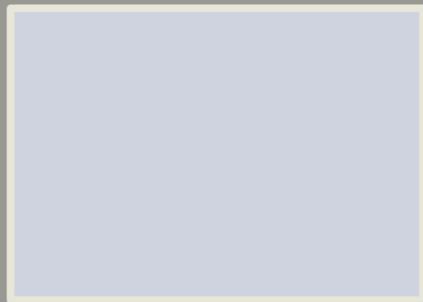




Beach White



Beach Light Grey



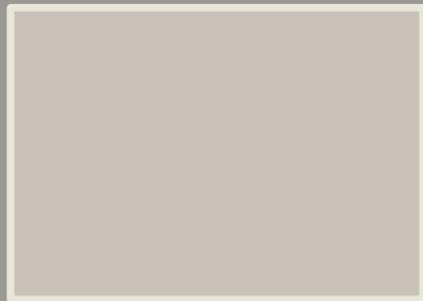
Beach Cyan



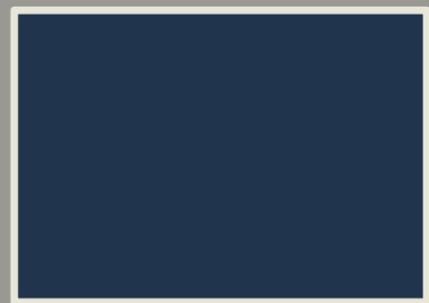
Beach Vivid Blue



Beach Light Blue



Beach Beige 1



Beach Navy Blue



Beach Dark Grey



Beach Beige 2

Color Samples

RESIDENTIAL AND COMMERCIAL ARCHITECTURAL DESIGN STANDARDS

Section 1:

- 1.1 All buildings to be designed in this community shall meet and/or exceed all requirements of Saratoga Springs City Community Development Standards as written in Chapter 19.
- 1.2 The community should have a beach / lakeside feel with architectural elements reinforcing this feel throughout the development.
- 1.3 The intent of this document is to encourage the architect / designer of each property to be creative and unique in their design while also being complementary of neighboring buildings. This governing document, therefore, is not intended to restrict design freedom. Thus, for each design review submittal, the architect/designer shall provide the following submittal:
 - 1.3.1 Colored elevations with notes describing key architectural features and façade materials.
 - 1.3.2 A calculation of building façade material percentages.
 - 1.3.3 A color scheme with a minimum of two primary colors and 1 accent color and a material sample board (digital is acceptable). The color schemes should contribute to a beach-like or lakeside community feel. No specific colors are specified by this document, but the colors should be calm and muted with occasional splashes of bold accent colors.
 - 1.3.4 A one paragraph architectural narrative describing the design and how it adds to and is complimentary to the community.
 - 1.3.5 Landscape plans as described in Section 3.

Section 2: Building design:

- 2.1 Design theme:
 - 2.1.1 Each building, whether residential or commercial, shall be designed with all sides being equally considered for aesthetic beauty. Higher quality building treatments shall not only occur on street facing facades, but on side and rear facades as well.
 - 2.1.2 Buildings shall be stylistically “beach / lakefront”.
- 2.2 Buildings shall have no more than 25% of any façade shall be faced with stucco.
- 2.3 Façade materials:
 - 2.3.1 The majority of the façade of each building shall be of durable and patterned materials with a minimum of two types of the following list:
 - A. Architectural grade concrete finishes such as: board form, textured, smooth with reveals, etc.
 - B. Fiber cement siding or rainscreen.
 - C. Cedar plank rainscreens.
 - D. Exterior grade architectural wall tile.
 - E. Architectural stone veneer.
 - F. Brick masonry veneer.
 - G. Architectural grade metal.
 - 2.3.2 High maintenance materials are discouraged.

- 2.3.3 Prohibited materials:
 - A. Vinyl Siding
 - B. Aluminum siding (traditional, does not count modern printed face aluminum clad rainscreen systems such as AL13 or Longboard brand façade systems)
 - C. Beadboard or weatherboard wood siding.
- 2.4 All façade materials shall be low reflectance with a buff or matte finish to reduce glare or unwanted reflections upon neighboring properties.
- 2.5 Where exposed foundation walls rise above grade, an architectural treatment shall be applied to the exterior face of concrete. If other architectural grade concrete finishes are used as a primary façade material, the foundation wall treatment shall match that same finish.
- 2.6 Windows and doors shall have frames that have a consistent color and material feel. For example, if door frames are black, then window frames shall also be black.
- 2.7 Each façade shall have at least two accent features such as:
 - A. An entry portico or canopy
 - B. An accent vertical or horizontal band or recess
 - C. A trellis or plant shelf
 - D. Window and door head and jamb trims.
 - E. Other design elements that are consistent with the design theme and style of the building being designed.
- 2.8 Each building and its accessory structures should create a unified and compatible aesthetic theme for the property.
- 2.9 Color schemes for the building(s) on a single parcel shall be used to further unify the property and its elements.
- 2.10 Street facing facades shall have at least one sloped roof element that exceeds a 4:12 pitch.
- 2.11 Occupied roof-tops (flat roofs with decking) are encouraged, but if used, must have parapets of at least 42 inches height above walking surface of occupiable roof decking, though occasional breaks in the parapet for guardrail are allowed if less than 10% of total parapet perimeter distance. Any guardrails on upper level or roof level balconies or exposed roof deck shall be glass rail, cable rail, or other architectural metal guardrail system.
- 2.12 Total building height of single-family homes in the community including roof-top stair access towers and rooftop pergolas shall not exceed 35 feet above finished grade.

SECTION 3: SITE DESIGN

- 3.1 Each property shall be submitted for review with a landscape plan indicating areas of ground cover, types and locations and sizes of plants, irrigation plans, and appropriate details.
- 3.2 Plant materials should favor drought tolerant species.
- 3.4 Hardscape paving of driveways, patios, etc. shall be limited to 40% of total landscape area. Accessory structures on site are to be considered part of the hardscape paving total.
- 3.5 Fences shall be limited to 8 feet tall and shall be privacy style fencing.
- 3.6 Accessory structures such as sheds, chicken coops, beehives, or other elements shall strive to match the primary structure. Accessory structures to be governed by City of Saratoga Springs development code, chapter 19 and other applicable sections.

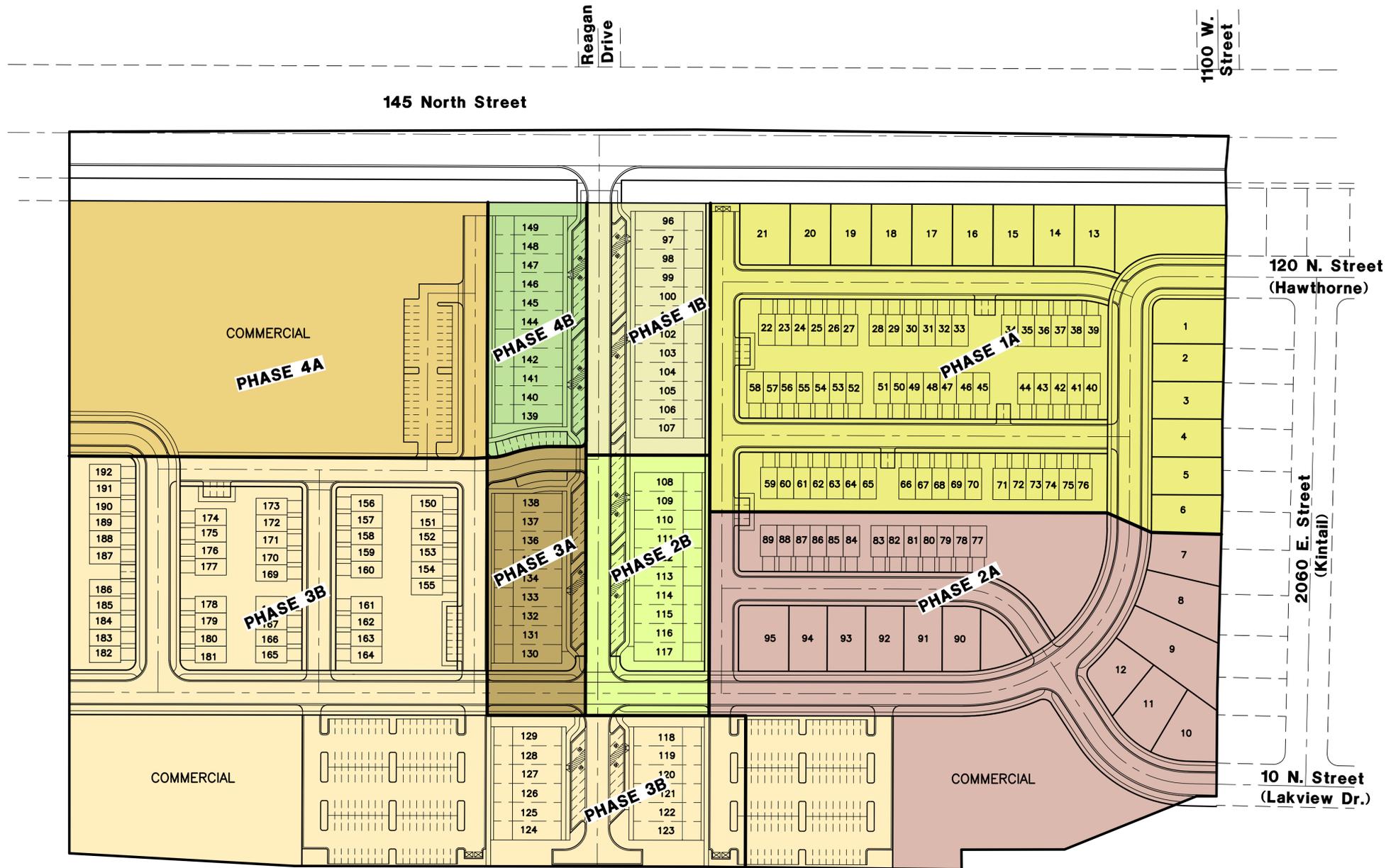
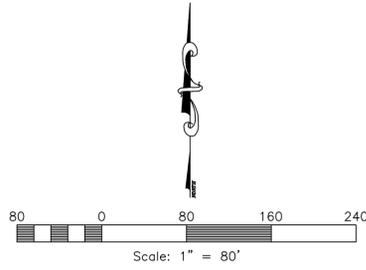
Proposed Design Standards



Exhibit “G”

Phasing Plan

Exhibit H - Phasing Plan



PHASING LEGEND

- = PHASE 1A
- = PHASE 1B
- = PHASE 2A
- = PHASE 2B
- = PHASE 3A
- = PHASE 3B
- = PHASE 4A
- = PHASE 4B

North Cove

Saratoga Springs, Utah County, Utah

Developer:

Regency Funding & Development, LLC
 Chris Haertel
 270 S. Main, Ste. 103
 Bountiful, UT. 84010

REVISIONS	DESCRIPTION

North Cove
 PART OF THE SE 1/4 OF SECTION 19, THE NE 1/4 OF SECTION 30 AND THE SW 1/4 OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY SARATOGA SPRINGS, UTAH COUNTY, UTAH

Exhibit H - Phasing Plan

Project Info.

Engineer: J. Draper
 Planner: C. Cave
 Designer: E. Roche
 Date: 10-5-23
 Name: NORTH COVE
 Number: 7030-03

Sheet	1
1	Sheets

Reeve & Associates, Inc.
 5160 South 1500 West, Riverdale, Utah 84405
 TEL: (801) 821-3100 FAX: (801) 821-2668 www.reeve.co
 LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
 TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

Exhibit “H”

Trails Plan

