



AGENDA – City Council Meeting

Mayor Jim Miller

Mayor Pro Tempore Stephen Willden
Council Member Audrey Barton
Council Member Christopher Carn
Council Member Michael McOmber
Council Member Lance Wadman

CITY OF SARATOGA SPRINGS

Tuesday, May 7, 2024 @ 6:00 pm

City of Saratoga Springs Council Chambers

1307 North Commerce Drive, Suite 200, Saratoga Springs, UT 84045

SARATOGA SPRINGS COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) MEETING – See separate agenda.

CITY COUNCIL POLICY MEETING

CALL TO ORDER

1. Roll Call.
2. Invocation / Reverence.
3. Pledge of Allegiance.
4. Public Input – Time for Public Input is limited to no more than 15 minutes total. This time has been set aside for the public to express ideas, concerns, and comments for subject matter not listed as public hearing on this agenda.

REPORTS

1. Mayor.
2. City Council.
3. Administration: Ongoing Item Review.
4. Department Reports: Police, Fire/EMS.
5. Civic Events Update on Splash and Summer Events.

CONSENT ITEMS

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. Appointment: Library Board Members. Resolution R24-29 (5-7-24).
2. Bid Award to Gilbert & Stewart for Audit Services. Resolution R24-30 (5-7-24).
3. City Drinking Water Well 7 Site Plan, located NW of Pioneer Crossing and Mr. Saratoga Rd., City initiated.
4. Pending Ordinance for update to City Code 19.16.05.01. Building Articulation. Resolution R24-31 (5-7-24).
5. First Amendment to Interlocal Agreement for the Pony Express Parkway-Saratoga Road to 800 East Project. Resolution R24-32 (5-7-24).
6. Task Order Approval for Storm Drain CFP, IFFP, IFA Update. Resolution R24-33 (5-7-24).
7. Task Order Approval for Sanitary Sewer CFP, IFFP, IFA Update. Resolution R24-34 (5-7-24).
8. Bid Award to Synergy Multi-Hazard Mitigation Plan Update. Resolution R24-35 (5-7-24).
9. Bid Award to WSP for Seismic Mitigation Improvements Design. Resolution R24-36 (5-7-24).
10. Avative 2024 Franchise Agreement. Ordinance 24-17 (5-7-24).
11. Approval of Minutes: April 9, 2024, April 19-20, & April 29, 2024.

Supporting materials are available for inspection on the City Website, www.saratogasprings-ut.gov. Questions and comments to Staff and/or Council may be submitted to comments@saratogasprings-ut.gov. Meetings are streamed live at <https://www.youtube.com/c/CityofSaratogaSprings>.

PLEASE NOTE: The order of items may be subject to change with the order of the Mayor. 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.

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.

PUBLIC HEARINGS

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

1. Tentative Budget for Fiscal Year 2024-2025. Resolution R24-37 (5-7-24).
 - a. Enterprise Fund Transfers, Resolution R24-38 (5-7-24).

BUSINESS ITEMS

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

1. Raising Cane's Site Plan, located at 1267 N. Redwood Rd. Chris Bick as applicant.
2. Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapters 19.02, 19.12, 19.16, Connectivity Code, and Chapters 19.05, 19.13, Church Temporary Trailers. City initiated. Ordinance 24-16 (5-7-24).
3. South Fire Station Site Plan Major Amendment located at 2021 S Ring Road, City initiated.

CLOSED SESSION

Possible motion to enter into closed session for the purchase, exchange, or lease of property; pending or reasonably imminent litigation; the character, professional competence, or the physical or mental health of an individual; or the deployment of security personnel, devices, or systems.

ADJOURNMENT



Police Department

May 2024



SSPD Training and Special Events

*** Recent Police Department Training**

FEB:	Emotional and Mental Wellness, Emergency Driving Operations, Defensive Tactics SWAT Team Training: Live Fire Operations, Team Movement, School Operations
MAR:	Pistol and Rifle Qualification, Movement Drills, Combat Pistol
APR:	SWAT Team Training: Search Operations, Various Classroom Subjects

* **Recent Special Events/Activities**

MAR: New City Hall Ground Breaking
Recruitment and Officer Testing
Police Chief's Conference
APR: Annual Police Department Awards Luncheon

*** Future Operations/Events/Training**

MAY: Department Training w/City Manager Lunch and SWAT Basic Course
JUN: Splash Days and Department Training





SSPD May 2024 Update

Citizen and Community Interaction

Several DARE courses were taught in elementary schools. Detective Ed Orellana, the School Resource Officer at Lake Mountain Middle School was named as the school's employee of the year. The police department's Neighborhood Outreach Coordinator posted numerous safety and informational posts on social media.

Officer Recruitment

The department conducted a new officer recruiting event at the UVU POST Academy and starting testing potential recruits in March and April.

Training

The police department continued to conduct training that prepares officers to deal with the highly challenging situations they face on the job on a daily basis as well as potential situations we haven't yet faced. This included not just the procedural methodologies, but how to deal with these challenging situations from a mental wellness standpoint. The training has a focus on officer, citizen and school safety, less lethal methods, and approaches to minimize hazards.



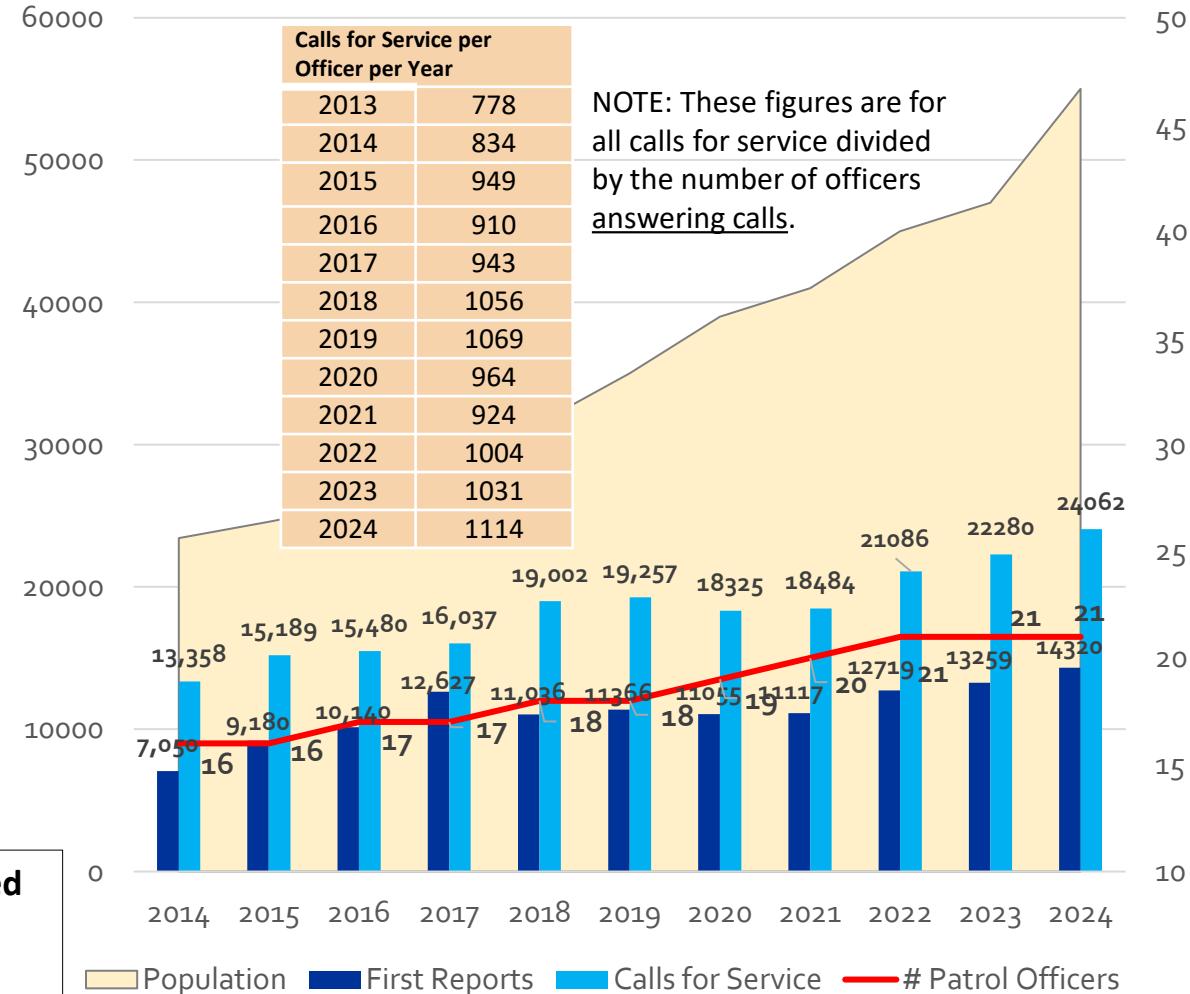
SSPD - Work Load

CALLS FOR SERVICE			<u>Original Projection</u>
2013	11673	(2% Increase)	
2014	13358	(14% Increase)	
2015	15189	(14% Increase)	
2016	15480	(2% Increase)	
2017	16037	(4% Increase)	
2018	19002	(19% Increase)	18352
2019	19257	(3% Increase)	19572
2020*	18325	(6% Decrease)	21529
2021	18484	(1% Increase)	21138
2022	21086	(14% Increase)	20147
2023	21650	(3% Increase)	22984
2024	23382	(8% Projected)	

10 year average: 7% increase in calls per year. * COVID also provided an “anomaly year”.

INCIDENTS w/FIRST REPORTS		
2013	6214	(23% Increase)
2014	7050	(13% Increase)
2015	9180	(30% Increase)
2016	10140	(10% Increase)
2017	12627	(26% Increase)
2018	11036	(12% Decrease)
2019	11366	(3% Increase)
2020	11055	(2% Decrease)
2021	11117	(1% Increase)
2022	12719	(15% Increase)
2023	13023	(3% Increase)
2024	14065	(8% Projected)

Since 2013 calls for service have increased by 86%, while patrol staffing has only increased by 32%.





SSPD Areas of Focus and “Truths”

Police Department Areas of Focus:

- * Providing Professional and Fair Law Enforcement Services
- * Officer Safety
- * Officer Training, Wellness/PTSD, Retention
- * Mental Health, Suicide and Opioid Epidemic Response
- * School Safety
- * Real Time Data Information/Mapping Technology
- * Forensics/Evidence Technology (FARO, Digital, DNA, Drones)
- * Special Operations (SWAT, Active Shooter, Terrorism Awareness)
- * Use of Force Management and Review
- * Media/Social Media Use and Response
- * Community Interface

Police Department “Truths”

- * People Are More Important Than Hardware/Systems
- * Quality is Generally More Important Than Quantity
- * Police Officers Are Not Easily or Quickly Recruited or Trained
- * Police Capability Cannot Be Produced Upon/During an Emergency
- * Police Require Competent Support Staff



Fire & Rescue Quarterly Report 5/1/2024



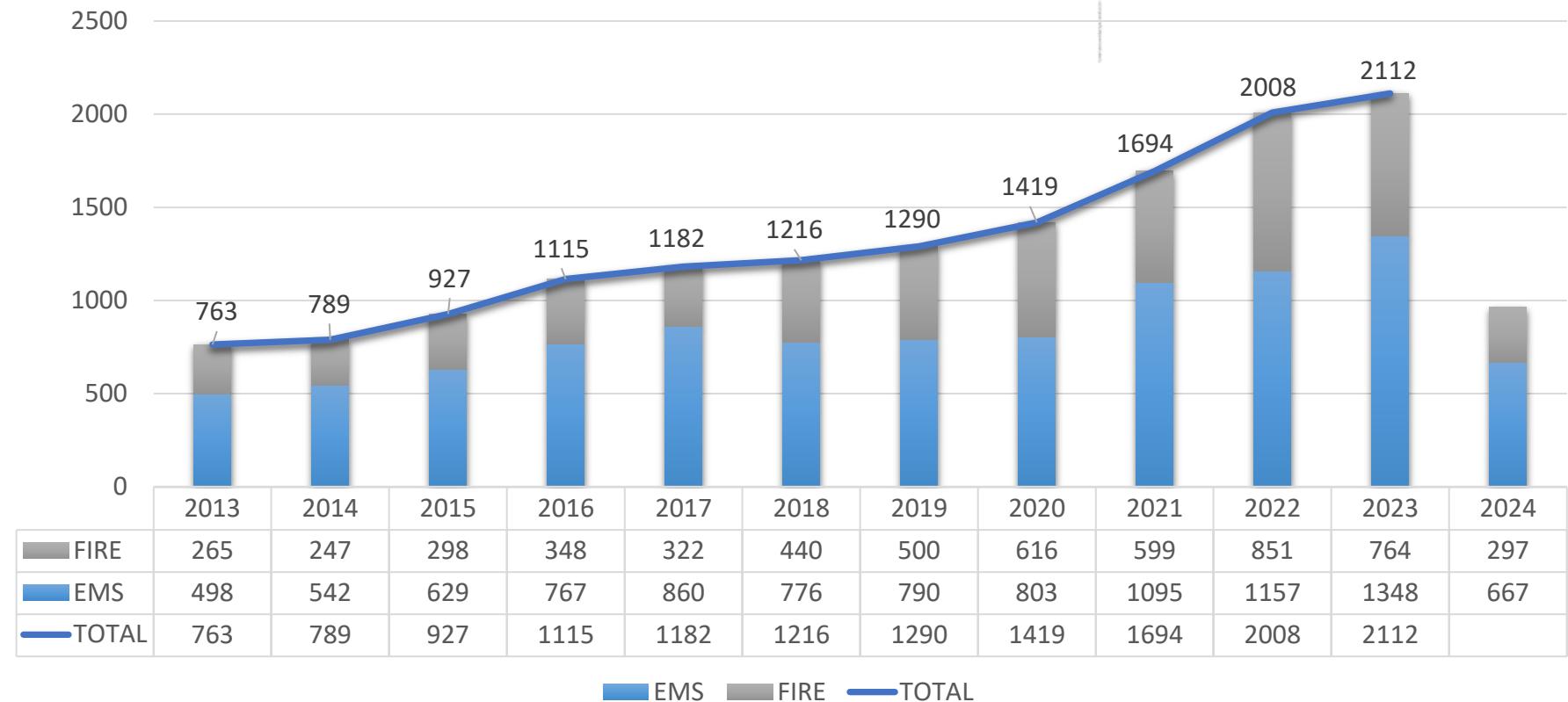
2024 YTD Data

2024 YTD vs. 2023

- 8 % increase in fire calls
- 7 % increase in EMS calls
- 254 IFT's
- 2.1 IFT's per day avg.

2024 YTD & 10 Year Trend

As of 4/30/2024





Quarterly Report

- Firefighter Bryce Hildebrand graduated paramedic school and is now licensed. This was a 2 year process.
- Annual wildfire re-certifications completed
- All personnel passed their annual physical abilities testing
- South station repairs continue.
- Planning for a reserve apparatus & storage expansion at the south station.



Questions?



Summer Events



Summer Events

Summer Monday Fundays Activity & Concert Series

- June 3 - Chalk, Walk & Boogie
 - Sidewalk Chalk Contest, Orchestra Concert & Food Trucks
 - New This Year – Makers Market
- June 17 - Trash Panda
 - New This Year – Farmers Market Grand Opening & Butterfly Release
- July 1 - Patriotic Concert
 - 23rd Army Band Concert & Food Trucks
 - New This year - Firework Show & Farmers Market
- August 12 - Sonic Duke Classic Rock Band & Pop-Up Car Show
- August 19 – End of Summer Luau





Summer Events

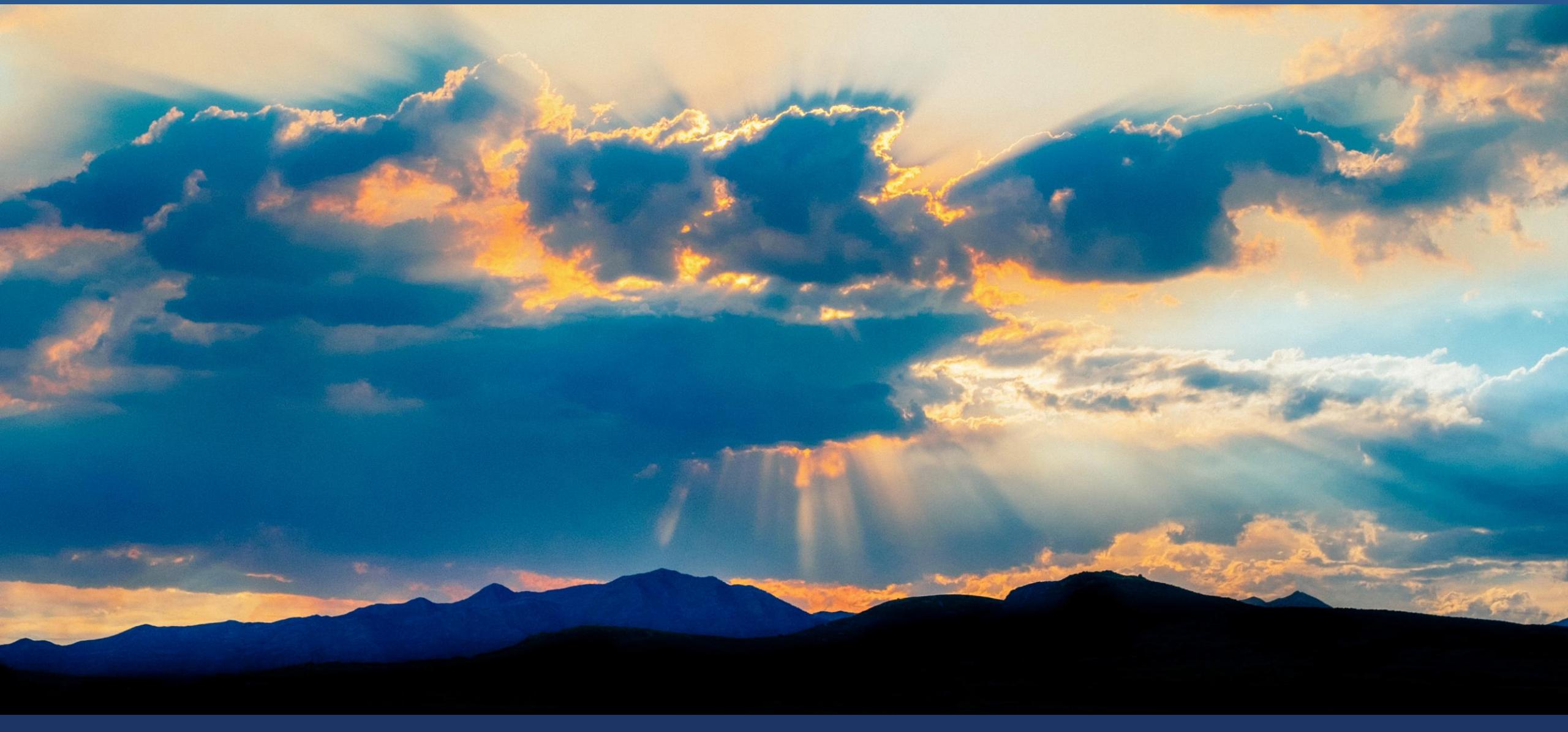
Saratoga Splash Days

- June 5 - 8
 - Wednesday – Expanded Splash Bash and Teen Chalk War
 - Thursday – Family Fun Night is Napoleon Dynamite Night
 - Pre-activities based on the movie
 - Hypnotist Show
 - Outdoor Movie Featuring Napoleon Dynamite
 - Friday – Free Concert and Drone Show
 - The Salamanders
 - Drone Show featuring the Thor's Hammer and the City Logo
 - Saturday – Parade, Family Fun Day, Epic Fireworks Show





Questions?



RESOLUTION NO. R24-29 (5-7-24)

**A RESOLUTION APPOINTING STACY TAYLOR AND
MEREDITH SAGER 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 Christy Jepson and Meredith Sager McNett will be vacant on June 30, 2024.

WHEREAS, on May 7, 2024 the City Council met in regular session to discuss, among other things, the appointment of Stacy Taylor and Meredith Sager McNett to fill these vacant terms on the Advisory Board expiring June 30, 2027; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Saratoga Springs, Utah, that the Mayor is authorized to appoint Stacy Taylor and Meredith Sager McNett to serve these terms on the Saratoga Springs Library Advisory Board starting on July 1, 2024 and ending June 30, 2027, 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 7th day of May, 2024.

Signed: _____
Jim Miller, Mayor

Attest: _____
City Recorder



City Council Staff Report

Author: Brock Cleverly, City Treasurer
Subject: Financial Services Audit
Date: April 29, 2024
Type of Item: Resolution
Description: Award of Contract

A. Topic:

This item is for the approval of a Contract with Gilbert & Stewart to provide financial audit services for the current fiscal year and years proceeding.

B. Background:

The City is required by State law to provide an annual audit of its financial statements by a Certified Public Accountant in accordance with generally accepted auditing standards. This requirement includes: 1) a financial statement audit in accordance with generally accepted auditing standards and the Government Auditing Standards, 2) a State Compliance Audit, in accordance with the State Uniform Accounting Manual for Utah Cities as amended, issued by the Office of the Utah State Auditor, and 3) depending on levels of federal funding, a Single Audit in accordance with the Single Audit Act and Office of Management and Budget ("OMB") Circular A-133. This audit must be submitted to the State Auditor's Office within six months after the end of the fiscal year.

C. Analysis:

The City solicited bids from qualified firms for the project. Three firms submitted proposals. The review committee reviewed the proposals and determined that Gilbert & Stewart's was the best of the three proposals. All proposals met the scope requirements of the RFP however, it was the lower price proposal from Gilbert & Stewart which became the determining factor.

D. Fiscal Impact:

The funding for this is already budgeted in FY 2025 in GL 10-4140-310.

E. Recommendation

Staff recommends the City Council approve awarding the project to Gilbert & Stewart in the amount of \$26,000 for the fiscal year 2024.

CONTRACT FOR AUDIT SERVICES

THIS CONTRACT FOR AUDIT SERVICES ("AGREEMENT") is entered into this 29 day of April, 2024 by and between CITY OF SARATOGA SPRINGS, a Utah municipal corporation, hereinafter referred to as the "City" and Gilbert, Stewart, hereinafter referred to as the "Auditor."

WITNESSETH:

WHEREAS, the City desires and is required by law to cause certain services to be performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, the City desires to have performed a financial and compliance audit of the City in accordance with generally accepted auditing standards, as promulgated by the American Institute of Certified Public Accountants (AICPA), the AICPA Audits of State and Local Governmental Units audit and accounting guide, the Government Auditing Standards, published by the U.S. General Accounting Office, and the Uniform Accounting Manual for Utah Cities published by the Utah State Auditor's Office; and

WHEREAS, the Auditor represents that the Auditor is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement; and

WHEREAS, the Auditor has submitted a proposal to provide audit services and the City has accepted such proposal.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

AGREEMENT

1. TERM.

The initial term of this Agreement shall be for the audit of fiscal year 2023-24 (July 1, 2023 to June 30, 2024). This Agreement shall automatically renew thereafter for an additional four-year term for the audits of subsequent fiscal years starting on July 1 and ending on June 30 of each respective year, unless either party provides at least 30 days advance written notice of its intent to terminate this Agreement prior to the start of each additional one-year term. Renewal will be determined based on annual performance evaluation, City Council budget appropriations, and the needs of the City. The City also reserves the right to offer annual contract extensions up to an additional five fiscal years, also subject to an annual performance evaluation, City Council budget appropriations, and the needs of the City.

2. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services, or as otherwise agreed by both parties in writing. The parties agree that total fees paid under this Agreement shall not exceed the fee as set forth in Exhibit A attached hereto and incorporated herein by this reference.
- B. No payment shall be made for any service rendered by the Auditor except for services identified and set forth in this Agreement and in Exhibit A. Final payment shall be made upon receipt of the Auditor's reports.
- C. The Auditor shall submit to the City's Accountant or his designee on forms approved by the City Accountant an invoice for services rendered during the pay period. The City shall make payment to the Auditor within thirty days thereafter.
- D. Twenty percent of the audit fee will be retained until all audit reports are received by the City.

3. OBJECTIVE AND SCOPE.

- A. Auditor shall provide a financial audit for the fiscal year ending June 30, 2024 and subsequent years unless terminated per Section 1 above. The audit shall be performed in accordance with generally accepted auditing standards, as promulgated by the American Institute of Certified Public Accountants (AICPA), the AICPA Audits of State and Local Governmental Units audit and accounting guide, the Uniform Accounting Manual for Utah Cities published by the Utah State Auditor's Office, and the Government Auditing Standards, published by the U.S. General Accounting Office. If necessary, federal compliance test work will be done in accordance with Office of Management and Budget (OMB) Circular A-133.
- B. The City will be responsible for preparing and printing the Comprehensive Annual Financial Report (CAFR). The auditor will be responsible for preparing the footnotes for review by the City. Fieldwork for the financial audit should be completed mid-September of each year. Federal and State grants will be available for audit and compliance testing after July 1st of each year.
- C. The Auditor must also be available to consult as needed throughout the year once the contract is signed.
- D. The City plans to issue the CAFR prior to November 15 of each year. Auditor shall begin audit fieldwork in early September of each year. Auditor shall deliver 15 copies of the audit letter to the City, and provide an electronic copy for the City's electronic CAFR.

- E. The Auditor shall comply with all requirements set forth in the City's Request for Proposal to Provide Independent Audit Services attached as Exhibit B.

4. REPORTS.

- A. For financial audits, the Auditor shall examine the financial statements and records of the City and shall issue an auditor's opinion on the City's financial statements with an in-relation-to opinion on combining and supplementary information, if any. Such financial statements shall be prepared in conformity with generally accepted accounting principles.
- B. The Auditor shall issue a compliance report based on audit of general purpose or basic financial statements and a report on the internal control structure, both in accordance with Government Auditing Standards.
- C. The Auditor shall prepare and include a statement regarding compliance with State fiscal laws identified by the state auditor and other financial issues related to the expenditure of funds received from Federal, State, or local governments.
- D. The Auditor shall make public presentations to the City of the final audit and its various audit committees.
- E. The Auditor shall prepare a comprehensive management letter including the Auditor's findings and recommendations relative to the internal accounting and administrative controls, compliance with laws and regulations as applicable, and adherence to generally accepted accounting principles.
- F. The auditor shall include the written responses from the City for each recommendation included in the state compliance letter and the management letter required by the State of Utah Legal Compliance Audit Guide.
- G. For audits completed in accordance with the Single Audit Act, the auditor shall examine the financial systems and records as they relate to the various federal grants and agreements and shall issue auditor's reports on internal and administrative control and on compliance with federal and state laws and regulations as required by generally accepted auditing standards promulgated by the AICPA.

5. INSPECTIONS.

- A. The Auditor, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.

B. The Auditor shall, at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Auditor's activities, which relate directly or indirectly, to this Agreement.

6. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, or representative of the Auditor shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Auditor are not entitled to any of the benefits the City provides for its employees. The Auditor will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the Auditor is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

7. AUDITOR EMPLOYEE/AGENTS.

The City may, at its sole discretion, require the Auditor to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Auditor may, however, employ that (those) individual(s) on other non-City related projects.

8. HOLD HARMLESS/INDEMNIFICATION/INSURANCE.

A. The Auditor shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Auditor's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Auditor; and provided further, that nothing herein shall require the Auditor to hold harmless or defend the City, its agents, employees, and/or officers from any claims arising from the sole negligence or intentional torts of the City, its agents, employees, and/or officers.

The provisions of this section shall survive the expiration or termination of this Agreement.

- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- C. The Auditor shall purchase and maintain throughout the term of this Agreement insurance or indemnity protection meeting the requirements of Exhibit C, which is subject to change from year-to-year depending on the needs of the City.

9. CONFIDENTIALITY.

Auditor specifically agrees that all information, of whatsoever nature, pertaining to the conduct of the affairs of the City, whether provided by City, gathered by Auditor, or provided by any third party, shall remain confidential and shall not be communicated to any third party by Auditor or any partner or employee of Auditor. Auditor shall indemnify and hold harmless City for any claim or action that results from any violation of this section. Nothing contained herein shall be interpreted to limit City's obligations under the Utah Government Records Access and Management Act.

10. COMPLIANCE WITH LAWS.

- A. The Auditor, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. The Auditor specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Auditor will not discriminate, harass, or retaliate against any employee or applicant for employment on the grounds of race, color, religion, sex, pregnancy, childbirth, or pregnancy-related condition, age, disability, national origin, sexual orientation, gender identity, or other protected class per state, federal, and local laws. Auditor affirms that these shall not be a factor in consideration for employment, selection of training, promotion, transfer, recruitment, rate of pay, or other forms of compensation, demotion, or separation. The Auditor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state, and federal laws prohibiting discrimination in employment.

- C. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Auditor shall take such action as may be required to ensure full compliance with the provisions in this Section.

12. ASSIGNMENT/SUBCONTRACTING.

- A. The Auditor shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be obtained in writing by the Auditor not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state, or federal statutes, ordinances, and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder; however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. MAINTENANCE AND INSPECTION OF RECORDS.

- A. The Auditor shall maintain books, records, and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- B. The Auditor shall retain all books, records, documents and other material relevant to this Agreement for five years after its expiration. The Auditor agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. TERMINATION.

- A. Either party may terminate this Agreement by providing at least thirty calendar days written notice to the other party, unless audit reports are due within 180 days

of the date of termination, in which case termination shall be governed by paragraph 15C. The Auditor shall be paid its costs on work performed up to the time of termination. If the Auditor has any property in its possession belonging to the City, the Auditor will account for the same, and dispose of it in a manner directed by the City.

- B. If the Auditor fails to perform in the manner called for in this Agreement, or if the Auditor fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five business days written notice thereof, the City may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on Auditor setting forth the manner in which the Auditor is in default. The Auditor will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.
- C. In the event Auditor informs City that it will not be able to provide the audit services required herein within 180 days of the date the audit reports are due, Auditor and City agree that City will incur damages, the extent of which will be difficult if not impossible to determine. Therefore, Auditor shall owe City 75% of the fee that Auditor would earn for that year's audit services as liquidated damages.

16. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

17. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding. The City's attorney fees shall be calculated by the average hourly rate of an attorney with the same level of expertise and experience.

18. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered with the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Utah County, Utah.

19. SEVERABILITY.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void, or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

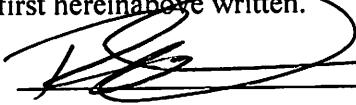
21. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representatives or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of that provision or any other provision of this Agreement.

22. INCORPORATION OF RECITALS.

The recitals listed above are incorporated herein by the reference and are made a part of this Agreement as if fully set forth herein.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

By: 

Date: 4/29/24

Title: Audit Partner

State of _____)
:ss

County of _____)

On this _____ day of _____, 2024,
personally appeared before me _____, whose
identification is personally known to me or proved to me on the basis of satisfactory

evidence, and who affirmed that he/she is the _____ [title], of _____ [name of City], a _____ [corporation, limited liability company, partnership], and said document was signed by him/her in behalf of said City with authority to execute and bind the same.

Notary Public

“CITY”

City of Saratoga Springs, Utah

City Manager

Date: _____

ATTEST:

City Recorder

Date: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

EXHIBIT A – Fee Proposal

NOTICE OF AWARD

TO: Gilbert & Stewart CPA, PC

PROJECT DESCRIPTION: Saratoga Springs Audit Services

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids called: **Saratoga Springs Audit Services RFP**

You are hereby notified that your BID and Revised Cost and Timeline dated March 27, 2024 has been accepted for items in the amount of:

Fiscal Year	Cost
2024	26,000
2025	26,000
2026	26,500
2027	27,000
2028	28,000

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 4th day of April, 2024

City of Saratoga Springs
Owner

By Chelese Rawlings

Title Finance Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE
OF AWARD is hereby acknowledged

By 

this 29 day of April, 2024

By Ron Stewart
Title Audit Partner

EXHIBIT B – Request for Proposal

[ATTACHED HERETO]



**REQUEST FOR PROPOSAL TO PROVIDE
INDEPENDENT AUDIT SERVICES FOR
CITY OF SARATOGA SPRINGS, UTAH
DUE: March 29, 2024, 5:00 p.m.**

To be considered in the bidding process, the proposing independent auditing firm must meet the following minimum criteria:

1. The firm must meet the Government Auditing Standards' continuing professional education, independence, peer review, and licensing requirements published by the Government Accountability Office.
2. The firm must have had experience in governmental auditing, including application of the Uniform Accounting Manual for Utah Cities. The experience must have been on an entity-wide basis, and an opinion must have been issued.
3. The firm must be able to meet the reporting deadlines described in the following Request for Proposal.

We look forward to working with you in utilizing the excellent services the auditing profession has to offer.

City of Saratoga Springs
1307 N Commerce Drive
Ste. #200
Saratoga Springs, Utah 84045

Chelese Rawlings
Finance Director

I. BACKGROUND INFORMATION

The City of Saratoga Springs (“City”) covers approximately 23 square miles in northern Utah County, Utah and was incorporated in 1997. The City provides a full range of municipal services including administration, police, fire, parks, street maintenance and snow removal, and utility services (water, storm water, and sewer). The City operates under the Six-Member Council form of government with a City Manager appointed by ordinance within State law. The adopted 2023-2024 budget is \$147 million, which includes 214 full-time and 187 seasonal and part-time employees to provide services to a resident population of approximately 58,000.

The City currently has the following fund types: General, Capital Projects, and Enterprise. Total government-wide revenue for all funds and component units was \$91,413,407 for the fiscal year ended June 30, 2024. City of Saratoga Springs uses Caselle Connect software for its accounting applications.

The City is required by State law to provide an annual audit of its financial statements by a Certified Public Accountant in accordance with generally accepted auditing standards. This requirement includes: 1) a financial statement audit in accordance with generally accepted auditing standards and the Government Auditing Standards, 2) a State Compliance Audit, in accordance with the State Uniform Accounting Manual for Utah Cities as amended, issued by the Office of the Utah State Auditor, and 3) depending on levels of federal funding, a Single Audit in accordance with the Single Audit Act and Office of Management and Budget (“OMB”) Circular A-133. This audit must be submitted to the State Auditor's Office within six months after the end of the fiscal year.

II. OBJECTIVE AND SCOPE

The purpose of this request for proposal (RFP) is to enter into a contract with a certified public accounting firm (Contractor) to provide financial audit services for the fiscal year ending June 30, 2024, with anticipated contract continuation for the succeeding four fiscal years and City-option annual contract extensions up to an additional five fiscal years (total of 10 years).

AUDIT STANDARDS

The auditor shall perform a financial audit, a state compliance audit, and depending on levels of federal funding, a single audit of the City for each fiscal year of the contract period in accordance with the following:

1. Auditing standards generally accepted in the United States of America, as promulgated by the American Institute of Certified Public Accountants (AICPA);
2. The AICPA Audits of State and Local Governmental Units audit and accounting guide;
3. Government Auditing Standards, 2024 revision, published by the U.S. Government Accountability Office;
4. For the state compliance audit – the Uniform Accounting Manual for Utah Cities, issued by the Office of the Utah State Auditor;

5. For the single audit – the Single Audit Act; OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations and related OMB A-133 Compliance Supplement (as applicable).

REPORTING REQUIREMENTS

1. Financial Report – The auditor shall audit the financial statements and records of the City and shall issue an auditor's opinion on those financial statements. Such financial statements shall be prepared in conformity with accounting principles generally accepted in the United States of America. The auditor will be involved in drafting, typing, and printing financial statements, and will assist management's efforts to obtain the Government Finance Officers Association's Certificate of Achievement of Excellence in Financial Reporting. In addition, the auditor will be involved in completing the Entity's Online Financial Survey on the Office of the Utah State Auditor's online reporting system, at reporting.auditor.utah.gov, within 180 days after the Entity's fiscal year end.
2. Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters – The auditor shall issue a report on internal control over financial reporting and on compliance and other matters in accordance with Government Auditing Standards.
3. Reports Required for the OMB Circular A-133 Audit – If OMB Circular A-133 is applicable, the auditor shall prepare all necessary audit reports and schedules required by OMB Circular A-133.
4. Report Required for State Compliance Audit – The auditor shall prepare and include a statement expressing positive assurance of compliance with State fiscal laws and other financial issues related to the expenditure of funds received from federal, state, or local governments identified in the Uniform Accounting Manual for Utah Cities, issued by the Office of the Utah State Auditor (This statement is in addition to the compliance opinion required as part of a single audit.)
5. Management Letter – As appropriate, the auditor shall prepare a comprehensive management letter including the auditor's findings and recommendations relative to the internal control over financial reporting, compliance with laws and regulations, as applicable, and adherence to generally accepted accounting principles.

The auditor shall request written responses from City officials for each recommendation and shall include such responses in the reports. If the City declines the opportunity to respond, the auditor shall so state in their report.
6. Reporting Deadlines – The audit must be completed with an electronic copy of each of the required auditor's reports must be submitted to the City by October 30, 2024.

III. AUDIT TERM

If the selected firm performs satisfactorily for the June 30, 2024 audit, it is anticipated that the same firm will be engaged to perform the audit for the succeeding four years through fiscal 2028, subject to an annual performance evaluation, City Council budget appropriations, and the needs of the City. The City also reserves the right to offer annual contract extensions up to an additional five fiscal years also subject to an annual performance evaluation, City Council budget appropriations, and the needs of the City.

The City reserves the right to review the contract on a regular basis regarding performance and cost analysis and may negotiate price and service elements during the term of the contract.

IV. SUBMISSION OF PROPOSALS

NOTICE: By submitting a proposal in response to this RFP, the proposer is acknowledging that the requirements, scope of work, and evaluation process outlined in this RFP and supporting materials are fair, equitable, not unduly restrictive, understood and agreed to. Any requested exceptions to the content of the RFP, including but not limited to the Contract for Audit Services must be made to the City prior to the closing date and time for submission of the proposal.

Proposals must be received by the submission deadline of March 29, 2024 no later than 5:00 p.m. MDT. Proposals received after the deadline will be late and ineligible for consideration.

The preferred method of submitting your proposal is electronically in PDF format to: crawlings@saratogaspringscity-ut.gov. However, if you choose to submit hard copies, three copies of your proposal must be submitted to Chelese Rawlings, Finance Director, at the address below:

City of Saratoga Springs
ATTN: Chelese Rawlings
1307 N Commerce Drive
Ste. #200
Saratoga Springs, Utah 84045

Selection of the Contractor will be made by April 16, 2024, and all proposers who have submitted will be notified immediately as to the selection results.

V. PROPOSAL QUALIFICATION REQUIREMENTS

Interested certified public accounting firms must include the following information in their proposal to be considered to perform the audit of the fiscal year ending June 30, 2024:

PROFILE OF INDEPENDENT AUDITOR

The profile of the proposers should provide general background information. This should include:

1. The organization and size of the proposer, whether it is local, regional, national, or international in operations.

2. The location of the office from which the work is to be done and the number of professional staff, by staff level, employed at the office. Also, describe the proposer's policy on availability/responsiveness of staff and potential fees for questions between audit years.
3. A positive statement that the following mandatory criteria are satisfied:
 - (a) An affirmation that the proposer is properly licensed for practice as a certified public accountant in the State of Utah.
 - (b) An affirmation that the proposer meets the independence requirements of AICPA Rule 101 and the Government Auditing Standards.
 - (c) An affirmation that the firm meets the continuing education and external quality control review requirements contained in the current version of the Government Auditing Standards.
 - (d) An affirmation that the proposer has not recently received a "fail" designation from a review performed by the Office of the Utah State Auditor.
4. Is the proposer, any principals of the proposer, or any affiliate to the proposer the focus of any pending or ongoing litigation, formal investigation, or administrative proceedings related to attestation services? If yes, please describe.
5. A copy of the proposer's most recent review letter issued by the Office of the Utah State Auditor. If the proposer has never been reviewed by the Office of the Utah State Auditor, please so indicate.
6. A copy of the proposer's most recent peer review report.

PROPOSER'S QUALIFICATIONS

1. Identify the audit partners, audit managers, field supervisors and other staff who will work on the audit, including staff from other than the local office. Include resumes which outline relevant experience and continuing education for the staff auditors up to the individual with final responsibility for the audit.
2. Describe the recent local office auditing experience similar to the type of audit requested.
3. If other auditors are to participate in the audit, those auditors should be required to provide similar information.

PROPOSER'S APPROACH TO THE EXAMINATION

Submit a general audit work plan to accomplish the scope defined in these guidelines. The audit work plan should demonstrate the proposer's understanding of the audit requirements and the audit tests and procedures to be applied in completing the audit plan. The plan should detail the expected number of audit hours for the financial audit and compliance audit separately on an annual basis for each fiscal year being audited. The plan should also identify the breakdown of total hours between staff, in-charges, and higher levels. The planned use of specialists, if any, should also be specified. Please base expected number of audit hours on previous experience similar to the type of audit requested.

The City has not traditionally received sufficient Federal funds to trigger a single audit, as such, the proposer is requested to provide a separate estimate for hours and fees for single audit services should those services be required.

The City encourages, but does not require, some preliminary work during the middle part of June in an effort to spread out the time requirements on City management and staff. That preliminary work should be restricted principally to documentation and testing of internal controls and systems, compliance testing, and not to analytical reviews and roll-forwards.

TIME REQUIREMENTS

Detail how the reporting deadline requirements of the audit will be met.

FEES

Supply the billing rates, estimated number of billable hours, other billable expenses and a comprehensive "not-to-exceed" fee for the audit, inclusive of travel, per diem and all other out-of-pocket expenses. As noted in section III, it is expected that if the selected certified public accounting firm performs satisfactorily for the June 30, 2024 audit, it will be engaged to perform the audit for up to four additional years. Therefore, the not-to-exceed fee information requested above should be provided on an annual basis for fiscal years ending 2024 through 2028. The City-option annual contract extensions will be negotiated before the start of each extension. Please provide a separate estimate for hours and fees for single audit services should those services be required.

NON-DISCRIMINATION CLAUSE

Affirm that the firm does not discriminate against any individual because of race, religion, sex, color, pregnancy, childbirth, or pregnancy-related conditions, age, disability, sexual orientation, gender identity, national origin, or other protected class per federal, state, and local laws, and that these shall not be a factor in consideration for employment, selection of training, promotion, transfer, recruitment, rates of pay, or other forms of compensation, demotion, or separation.

VI. CONTRACTUAL ARRANGEMENTS

- A. Document Retention – Workpapers and reports for the audit must be retained for a period of five years after the completion of the audit and made available for inspection by the City or government auditors, including the Office of the Utah State Auditor, if requested by them.

- B. Compensation for Services - Progress payments may be made during the audit period based on percent of work completed. Final payment for the audit will be made upon receipt of the audit reports required in section II.
- C. Availability of Staff - City of Saratoga Springs staff will be available to prepare schedules, trial balances, and provide documentation to assist the auditor during the course of the audit. Various balance sheet reconciliations will be provided to the auditors at the start of audit fieldwork.
- D. Confidentiality – The proposer must be willing to guarantee the confidentiality of all files, emails, documents, and other information that are obtained or accessed in execution of the audit unless it has received prior written authorization from the City. The proposer must also be willing to use reasonable precautions and processes to prevent unauthorized access, use, or disclosure of any file, email, document, or other information.
- F. Written Agreement – By submitting a proposal to the RFP, the proposer signifies that it is willing and able to enter into the attached written agreement, titled “Contract for Audit Services,” with the City to fulfill each of the terms found in the RFP.

VII. EVALUATION OF PROPOSALS

The following criteria will be considered when making an evaluation of the proposals:

% of Scoring Weight	Evaluation Criteria
Mandatory	Licensing, independence, CPE, peer review, and ability to meet audit deadlines.
20%	<p>Technical Experience of the Firm</p> <ol style="list-style-type: none"> 1. Governmental audit experience, including number and size of past and current governmental clients (with specific emphasis on municipal clients). 2. Size and structure of the CPA firm. 3. Results of most recent peer review and review from the Office of the Utah State Auditor (if applicable).
20%	<p>Qualifications of Staff proposed to perform the audit</p> <ol style="list-style-type: none"> 1. Years of governmental auditing experience (with specific emphasis on municipal clients). 2. Knowledge of GASB standards and CAFR reporting requirements.

30%	Responsiveness of the proposal in clearly stating an understanding of the audit services to be performed: <ol style="list-style-type: none"> 1. Appropriateness and adequacy of proposed procedures. 2. Reasonableness of time estimates and total audit hours. 3. Appropriateness of plan to meet stated deadlines. 4. Appropriateness of assigned staff levels, including proposed fieldwork hours of in-charge and partner levels. 5. Availability and responsiveness audit staff.
30%	Cost of the Audit

Right to Reject

As this is a professional services agreement, the City reserves the right to reject any and all proposals submitted and to request additional information from all proposers for any or no reason. Any contract awarded will be made to the proposer who, based on evaluation of all responses (applying all criteria and oral interviews if necessary) is determined to be the best to perform the audit, although the lowest responsible bidder will generally be selected if all other qualifications are equal.

VIII. SOURCES OF INFORMATION

The individual listed below may be contacted for information. However, before making contact we request you review the City's prior year financial statements and auditor's reports which can be found on the Office of the Utah State Auditor's website at:

<http://auditor.utah.gov/accountability/financial-reports-of-local-governments/>.

Chelese Rawlings, Finance Director

Phone: 801-766-9793 ext. 150

Email: crawlings@saratogasprings-ut.gov

EXHIBIT C – Insurance Requirements

Insurance Requirements for Professional Services

Auditor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Auditor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Auditor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if Auditor provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions)** Insurance appropriates to the Auditor's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate.

If the Auditor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Auditor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Auditor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Auditor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Auditor's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Auditor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City.**

Waiver of Subrogation

Auditor hereby grants to City a waiver of any right to subrogation which any insurer of said Auditor may acquire against the City by virtue of the payment of any loss under such insurance. Auditor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Auditor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Auditor must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work.

Verification of Coverage

Auditor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Auditor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Auditor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

RESOLUTION NO. R24-30 (5-7-24)

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SARATOGA SPRINGS, UTAH
APPROVING A PROPOSAL AND CONTRACT FOR
PROFESSIONAL SERVICES WITH GILBERT &
STEWART**

WHEREAS, the City Council of the City of Saratoga Springs, Utah has found it necessary to further the public health, safety, and welfare of its residents to provide for financial audit services (“Professional Services”); and

WHEREAS, on March 5, 2024 the City sent a posted request for proposals (RFP) in order to obtain financial audit services from qualified audit firms; and

WHEREAS, the City of Saratoga Springs has obtained a proposal dated March 27, 2024 (“Proposal”) from Gilbert & Stewart (“Professional”) for the Professional Services, which Proposal is attached as Exhibit A; and

WHEREAS, the proposals were reviewed by staff based upon the evaluation criteria identified in the RFP the City’s review committee recommended selecting Gilbert & Stewart; and

WHEREAS, the City Council has determined that approving the Proposal and entering into a contract for the Professional Services 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:**

1. The City Council does hereby approve the Proposal.
2. The City Manager is authorized to enter into a contract for the Professional Services using the standard agreement approved by the City Attorney, which shall be binding on the Professional.
3. The Professional shall be required to comply with all requirements in the Proposal including entering into the required agreement with the City.

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

Passed on the 7th day of May, 2024.

Jim Miller, Mayor

Attest: _____
City Recorder



Site Plan

Saratoga Springs Drinking Water Well #7

May 7, 2024

Public Meeting

Report Date:	April 30, 2024
Applicant:	City Initiated - Jeremy Lapin, CFM, PE
Owner:	City of Saratoga Springs City
Location:	Northwest of the Intersection of Pioneer Crossing and Saratoga Road
Major Street Access:	Saratoga Road
Parcel Number(s) & Size:	58:031:0003 (0.92 Acres)
Land Use Designation:	Regional Commercial (RC)
Parcel Zoning:	Agricultural/Gateway Overlay
Adjacent Zoning:	Agricultural
Current Use of Parcel:	Public Utility Building
Adjacent Uses:	Undeveloped/Agricultural/Residential (Lehi)
Previous Meetings:	N/A
Previous Approvals:	N/A
Type of Action:	Administrative
Land Use Authority:	City Council
Future Routing:	City Council
Planner:	David Jellen, Planner II

A. Executive Summary:

This is a City-initiated request for site plan approval for a drinking water well located northwest of the intersection of Pioneer Crossing and Saratoga Road. The water well, which will be City-owned and maintained, is located on approximately 0.92 acres within the Agricultural zone and consists primarily of a pump house and retention ponds.

Recommendation:

The Planning Commission held a public meeting on April 25, 2024, reviewed the application, and recommended approval of Water Well #7 Site Plan with the findings and conditions in the staff report.

Staff recommends that the City Council conduct a public meeting on the Saratoga Springs Drinking Water Well #7, review and discuss the proposal, and choose from the options in Section H of this report. Options include approval with or without conditions, denial, or continuation.

- B. Background:** The site plan application for Drinking Water Well #7 was received in January of 2024. The property is located within the Agricultural zone and the Gateway Overlay at the eastern boundary of the City limits.
- C. Specific Request:** This is a request for site plan approval for a public utility building, Drinking Water Well #7, consisting of 0.92 acres, which will be owned and maintained by the City.
- D. Process:** Section 19.13 outlines the process for site plan approval. A public meeting is required with the Planning Commission, who make a recommendation to the City Council. The City Council is the Land Use Authority and makes the decision to approve with or without conditions, continue, or deny the request.
- E. Community Review:** Public Meeting: This has been noticed as a public meeting pursuant to City and State statutes, which requires posting notice of the meeting and the agenda not less than 24 hours before the meeting.
- F. General Plan:** The Land Use designation for this property is Regional Commercial. The General Plan characterizes development within the Regional Commercial land use classification as “areas that incorporate retail, employment, entertainment, and civic uses.”

Section 8 of the General Plan discusses the importance of public facilities, noting that “community facilities support the General Plan vision” in a variety of ways, including the promotion of “healthy living, and maintaining the highest quality of life.”

Staff conclusion: Consistent. The proposed water well aligns with the vision and goals outlined in the General Plan by expanding City services and providing support for future development.

G. Code Criteria:

For full analysis please see the attached Planning Review Checklist.

- 19.04, Land Use Zones: **Complies**.
- 19.05, Supplemental Regulations: **Complies**.
- 19.13, Process: **Complies**.

H. Recommendation and Alternatives:

Staff recommends that the City Council review, discuss the application, and choose from the following options.

Option 1 – Approval

"I move that the City Council approve the requested Site Plan for Saratoga Springs Drinking Water Well #7, located at the northwest intersection of Pioneer Crossing and 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 complies with the criteria in sections 19.04, 19.05, and 19.13 of the Land Development Code, as articulated in Section G of the staff report, which section is incorporated by reference herein.

Conditions:

1. All conditions of the City Engineer shall be met.
2. All requirements of the Fire Chief shall be met.
3. The Saratoga Springs Drinking Water Well #7 Site Plan is approved as shown in the attachments to the Staff report.
4. All other Code requirements shall be met.
5. Any other conditions or changes as articulated by the Planning Commission:

Option 2 – Continuance

"I move to **continue** the Site Plan for Saratoga Springs Drinking Water Well #7 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. _____

Option 3 – Denial

"I move that the City Council deny the requested Site Plan for Saratoga Springs Drinking Water Well #7, located at the northwest intersection of Pioneer Crossing and Saratoga Road, with the Findings below:

1. The application is not consistent with the General Plan:
 - a. _____, and/or,
2. The application is not consistent with Section [19.04, 19.05, 19.13] of the Code:
 - a. _____.

I. Exhibits:

1. Location & Zone Map
2. Planning Review Checklist
3. Site Plan and Lighting
4. Elevations

Exhibit 1: Location and Zone Map



**Exhibit 2. Planning Review
Checklist**



**SARATOGA
SPRINGS
PLANNING**

APPLICATION REVIEW CHECKLIST

Application Information

Date Received:	3/25/2024
Date of Review:	4/1/2024
Project Name:	Well #7
Project Request / Type:	Site Plan
Meeting Type:	N/A
Applicant:	City of Saratoga Springs
Owner:	City of Saratoga Springs
Location:	Northwest of the intersection of Saratoga Road and Pioneer Crossing
Major Street Access:	Saratoga Road
Parcel Number(s) and size:	58:031:0003 (0.92 Acres)
Land Use Designation:	Regional Commercial
Parcel Zoning:	Agricultural/Gateway Overlay
Adjacent Zoning:	Agricultural
Current Use:	Public Utility Building
Adjacent Uses:	Agricultural/Gateway Overlay
Previous Meetings:	N/A
Previous Approvals:	N/A
Type of Action:	Administrative
Land Use Authority:	City Council
Future Routing:	N/A
Planner:	David Jellen, Planner II

Section 19.13 – Application Submittal

- Application Complete: Yes
- Rezone Required: No
- General Plan Amendment required: No
- Additional Related Application(s) required: N/A

Section 19.13.04 – Process

- DRC: 1/23/2024
- Neighborhood Meeting: N/A
- PC: TBD
- CC: TBD

General Review

Building Department

- No comments

Fire Department

- No comments

GIS / Addressing

- No comments

Additional Recommendations:

- None

Code Review

- 19.04, Land Use Zones
 - Zone: A
 - Use: Public Utility Building

19.05 Supplemental Regulations

Regulation	Compliance	Findings
Flood Plain: All buildings and structures intended for human occupancy shall be constructed at least (1) one foot above the base flood elevation of Zone A as defined on the FEMA Flood Insurance Map.	Complies.	<i>Not located within the floodplain.</i>
Water & Sewage: Each lot shall be connected to City water and sewer.	N/A.	
Transportation Master Plan: No building lot shall be created and no structure shall be erected within the location of a proposed street, road, highway, or right-of-way as shown on the City's currently-approved Transportation Master Plan.	Complies.	<i>Site plan complies with Transportation Master Plan.</i>
Property Access - All lots shall abut a dedicated public street or highway or a private roadway.	Complies.	<i>Site has access to a public street</i>
19.05.16.8 Special Standards and Considerations Governing Particular Uses. Public and Private Utility Building or Facility and Public Building Sites		
Minimum lot size, lot width, lot frontage, lot coverage, and building size requirements do not apply to Public Utility Buildings or Facilities and Public Building Sites that are not intended for occupancy and are owned by a governmental entity or public utility company in the State of Utah.	Complies.	<i>Owned by the City, not intended for occupancy.</i>
Utility structures and Public Buildings shall not encroach onto a public utility easement. However, this does not preclude the use of the public utility easement for service delivery.	Complies.	<i>Building does not encroach onto a public easement.</i>
Setbacks: The following setbacks shall apply to buildings and structures that are not intended for occupancy. All buildings that are intended for occupancy shall comply with the setback requirements within the underlying zone. i. In residential zones, above-grade buildings and structures over 200 square feet in size and/or 15 feet in height, shall comply with the minimum front setback within the underlying zone. The side and rear setbacks shall be ten feet minimum.	Complies.	<i>Setbacks are greater than 30' on all sides</i>

ii. For all other buildings and structures (including those in non-residential zones), including below-grade structures, the minimum setbacks shall be equal to the required public utility easements.		
Fencing: Because of security concerns or specific site or facility design, the Public Utility site or Facility or Public Building site shall not be required to have fencing or walls.	Complies.	<i>6' chain link fence proposed.</i>
Vinyl-coated chain link is allowed for facilities more than 200 feet from an existing residential dwelling that is in a residential zone. Chain link fence shall be setback five feet from the right of way.	Complies.	<i>Proposed fence is located more than 5' from the ROW and will be vinyl-coated.</i>
Notwithstanding fencing requirements contained in Chapter 19.06, barbed wire may be used in conjunction with a chain-link fence if warranted because of a legitimate security concern related to the health, safety, or general welfare of the public.	Complies.	<i>No barbed wire proposed.</i>
Vinyl-coated chain link shall be earth-tone or dark in color.	Complies.	<i>Fence will be vinyl-coated in black.</i>
Installation of fencing or walls or type of fencing or walls, if used, shall be determined at the discretion of the property owner, and subject to final approval through the site plan process. Fencing shall consist of one or more of the following: masonry, wrought iron style, or steel reinforced pre-panelized polyethylene. Vinyl-coated chain link may be used subject to subsection (i).	Complies.	<i>Fence will be vinyl-coated.</i>
If fencing or walls are used, the location shall comply with all clear sight triangle requirements.	Complies.	<i>Fencing does not obstruct any clear sight triangles.</i>
Fencing or walls taller than three feet may be permitted in the front yard after review and recommendation by the Development Review Committee and subject to final approval through the site plan review process.	Complies.	<i>6' chain link fence proposed along front property line.</i>
Fences and walls that require a building permit shall not encroach onto a public utility easement, but may cross it if needed.	N/A.	
The maximum height of a utility fence or wall shall be eight feet.	Complies.	<i>Fence proposed to be 6' tall.</i>
Landscaping: All structures intended for occupancy shall meet the landscaping requirements in Chapter 19.06. All other structures shall meet the requirements below.	Complies.	<i>Building not intended for occupancy.</i>
The park strip adjacent to Public Utility Building or Facility sites and Public Building Sites shall be landscaped with trees spaced no more than 30 feet on-center, rock mulch, and/or additional vegetation.	N/A.	
All tree requirements contained in Chapter 19.06 with respect to size and clear sight triangle shall apply.	N/A.	
Additional landscaping may be installed on-site at the discretion of the property owner.	Complies.	<i>All areas that do not have surface improvements, including any disturbed areas, will have topsoil and be seeded with native grass.</i>
If landscaping is not used internally to the site, the ground shall be prepared to prevent weed growth.	Complies.	<i>Native landscaping proposed.</i>
Native vegetation may be used to meet the landscaping requirements in this subsection. Irrigation systems are not required if there are no reasonably available water sources and the developer successfully establishes the non-native vegetation with other means of watering.	Complies.	<i>All areas that do not have surface improvements, including any disturbed areas, will have topsoil and be seeded with native grass.</i>
If water sources are not reasonably available, the tree requirement in this subsection shall not apply.	N/A.	
Access. Access to the site is required via easements or driveways.	Complies.	<i>20' gravel driveway access proposed</i>
Site and Architectural design. Public utility buildings and facilities and Public Buildings that are not intended for occupancy shall be exempt from Chapter 19.16, Site and Architectural design standards, and shall comply with the following requirements:	Complies.	<i>Building not intended for occupancy.</i>

i.	Buildings shall be constructed of masonry with a standing seam metal roof and include an anti-graffiti coating.	Complies.	<i>Shown on plans.</i>
ii.	Buildings shall include a minimum of a 4:12 gabled pitched roof.	Complies.	<i>4:12 proposed</i>
iii.	Building colors shall be earth-tones.	Complies.	<i>Neutral beige, dark brown proposed</i>
iv.	Notwithstanding, nothing in this section shall preclude imposing additional conditions in order to mitigate detrimental effects to the health, safety, and general welfare of the public.	Complies.	<i>Refer to plans on file.</i>
v.	Temporary/portable structures are prohibited, except for those used by municipalities, and shall not be required to meet the above architectural requirements in this subsection (g).	Complies	<i>No temporary or portable structures proposed.</i>

19.13 Process

Regulation	Findings
Neighborhood Meeting. Required?	<i>No</i>
Notice/Land Use Authority.	<i>City Council</i>
Master Development Agreement. A Master Development Agreement shall be required of any development that is in excess of twenty acres in size if non-residential or mixed-use or developments in excess of 160 acres in size if residential. A Master Development Agreement may also be required pursuant to this Title 19 including Chapter 19.26 or may be desirable or necessary pursuant to the exercise of the City Council's legislative discretion in the fact scenarios listed in Section 19.13.08.	<i>N/A</i>
Phasing Improvements.	<i>N/A</i>
Payment of Lieu of Open Space.	<i>N/A</i>
Piping of Canals	<i>N/A</i>
Burial of Overhead Utility Lines	<i>N/A</i>

Fiscal Impact

Regulation	Findings
Is there any City maintained open space?	<i>No</i>
What is the anticipated cost to the City?	<i>N/A</i>
When will City maintenance begin?	<i>N/A</i>

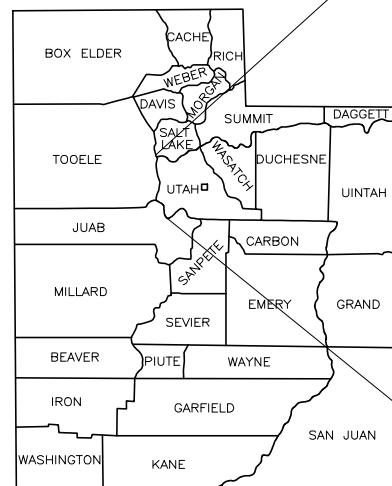
Exhibit 3. Site Plan and Lighting

SARATOGA SPRINGS WELL #7 EQUIPPING

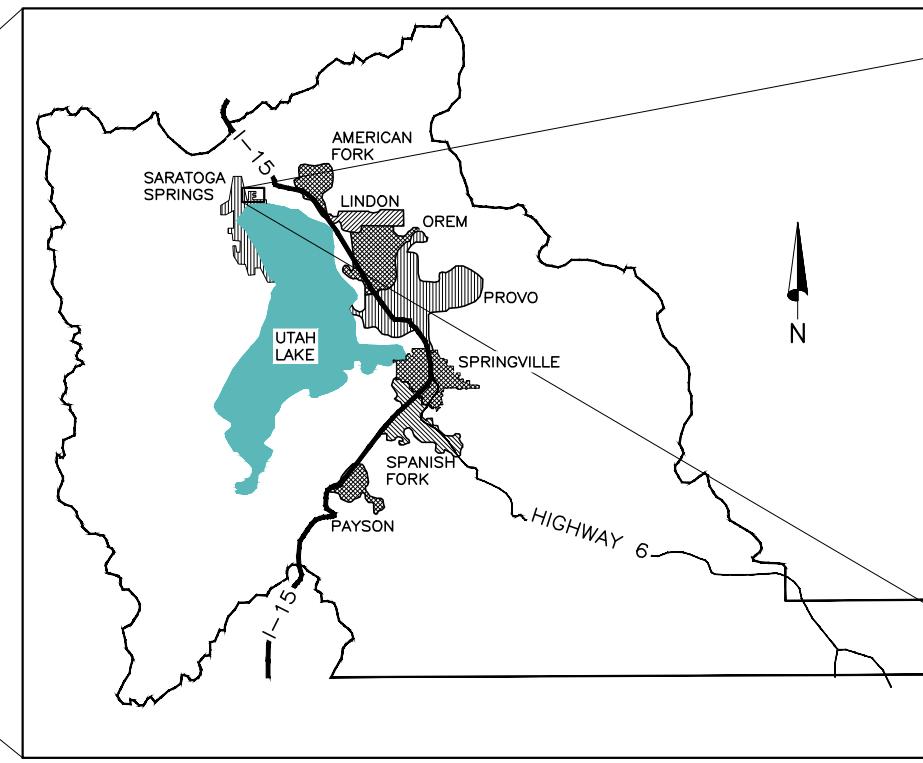
BID SET
OCTOBER 2021



SARATOGA SPRINGS



STATE OF UTAH



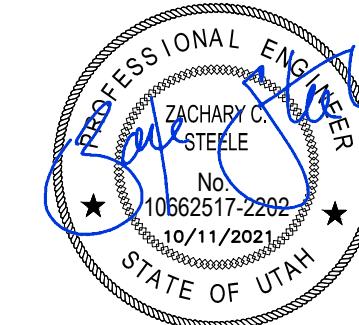
UTAH COUNTY



PROJECT LOCATION

HANSEN, ALLEN & LUCE DESIGN TEAM

MICHAEL M. CHAMBERS, P.E. – PRINCIPAL
MARK G ATENCIO, P.E. – PROJECT MANAGER
ZAK C. STEELE – PROJECT ENGINEER
ROBERT C. CONDER, S.E. – STRUCTURAL ENGINEER
(CONDER ENGINEERING)
ROBERT HILLYER, P.E. – ELECTRICAL
(HEATH ENGINEERING)
ROBERT KESLER, P.E. – HVAC
(HEATH ENGINEERING)
JAY R. MCQUIVEY – GEOTECHNICAL
(AGEC, INC.)





THE BASE PROJECT COORDINATE, LATITUDE, LONGITUDE AND STATE PLANE COORDINATE (UT-CENTRAL, NAD 83 W/GEOD 2012B) WAS ESTABLISHED ON THE UTCO CONTROL POINT MONUMENT T5SR1W SE13 (975) AS FOLLOWS:

BASE PROJECT COORDINATE: N = 7,306,226.723 E = 1,153,2467.322
STATE PLANE COORDINATE: Y = 2,226,942.359 X = 4,670,96.974 (NAD83-METRIC)
GEODETIC POSITION: (N) LAT = 40°22'36.60635" (W) LONG = 111°53'14.89334"
BASE PROJECT ELEVATION: 4505.46

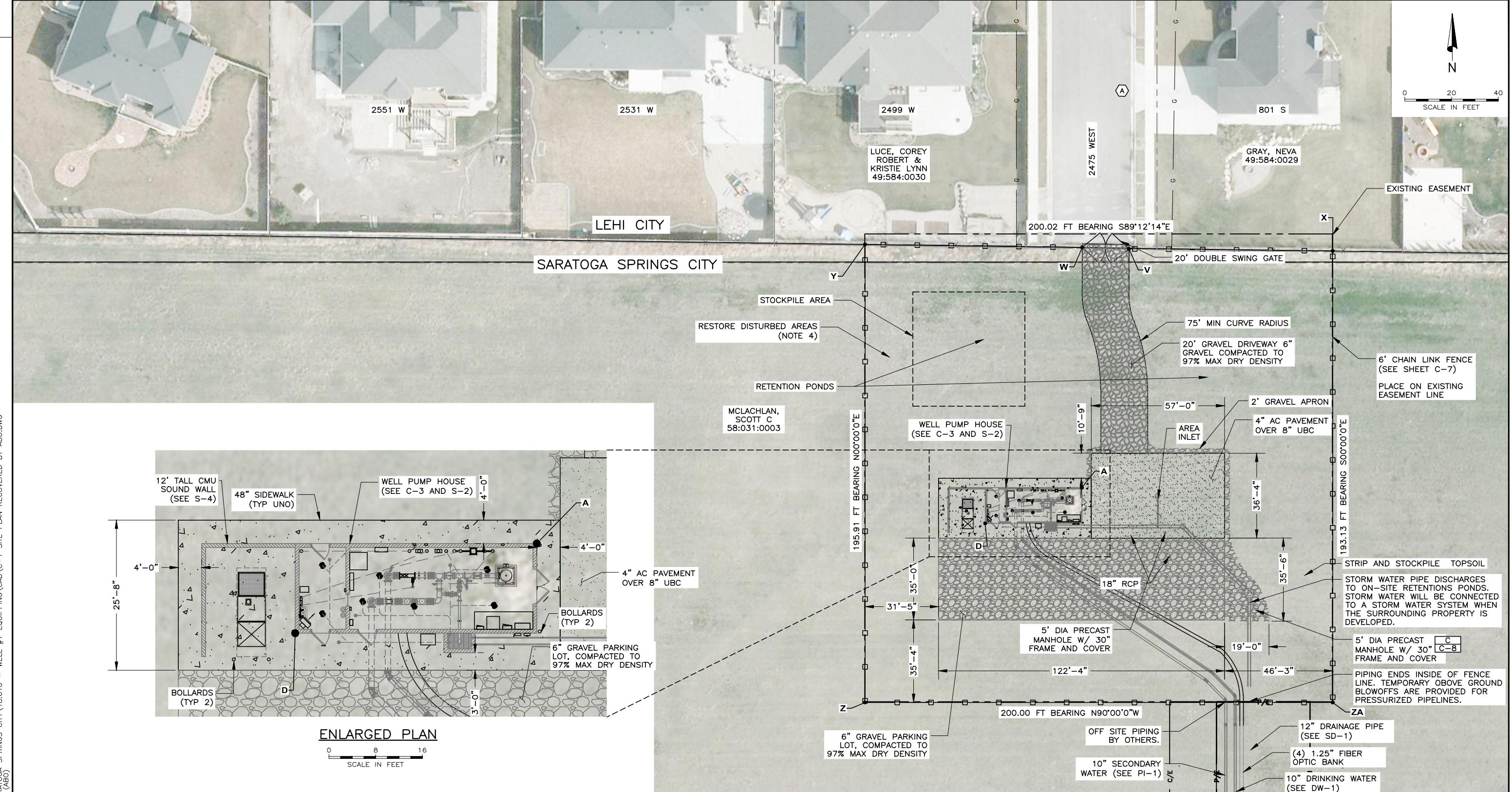
GPS SCALE FACTORS ARE AS FOLLOWS:

AVERAGE PROJECTION SCALE FACTOR: 0.99994348
AVERAGE COMBINED FACTOR: 0.99973091

PRIMARY HORIZONTAL CONTROL WAS ESTABLISHED USING THE OBSERVED UTCO CONTROL POINT MONUMENT T5SR1W SE13 (975) AS THE BASE POINT, A NETWORK ADJUSTMENT WAS THEN PERFORMED USING A COMBINED SCALE FACTOR OF 1.00026916243 TO OBTAIN GROUND COORDINATES.

CONTROL POINT TABLE

DESCRIPTION	NORTHING	EASTING	ELEVATION
T5SR1WSE13	7,306,227.055	1,153,2467.227	4505.460
T5SR1WE23	7,30,3522.847	1,527,049.715	4497.761
T5SR1WNE13	7,311,537.826	1,532,452.232	4511.808
T5SR1WW13	7,308,868.892	1,527,097.805	4502.586



DESIGNED ZCS
DRAFTED ZCS
CHECKED MGA
DATE OCTOBER 2021
NO. DATE

3
2
1
NO. DATE
REVISIONS
BY APVD.

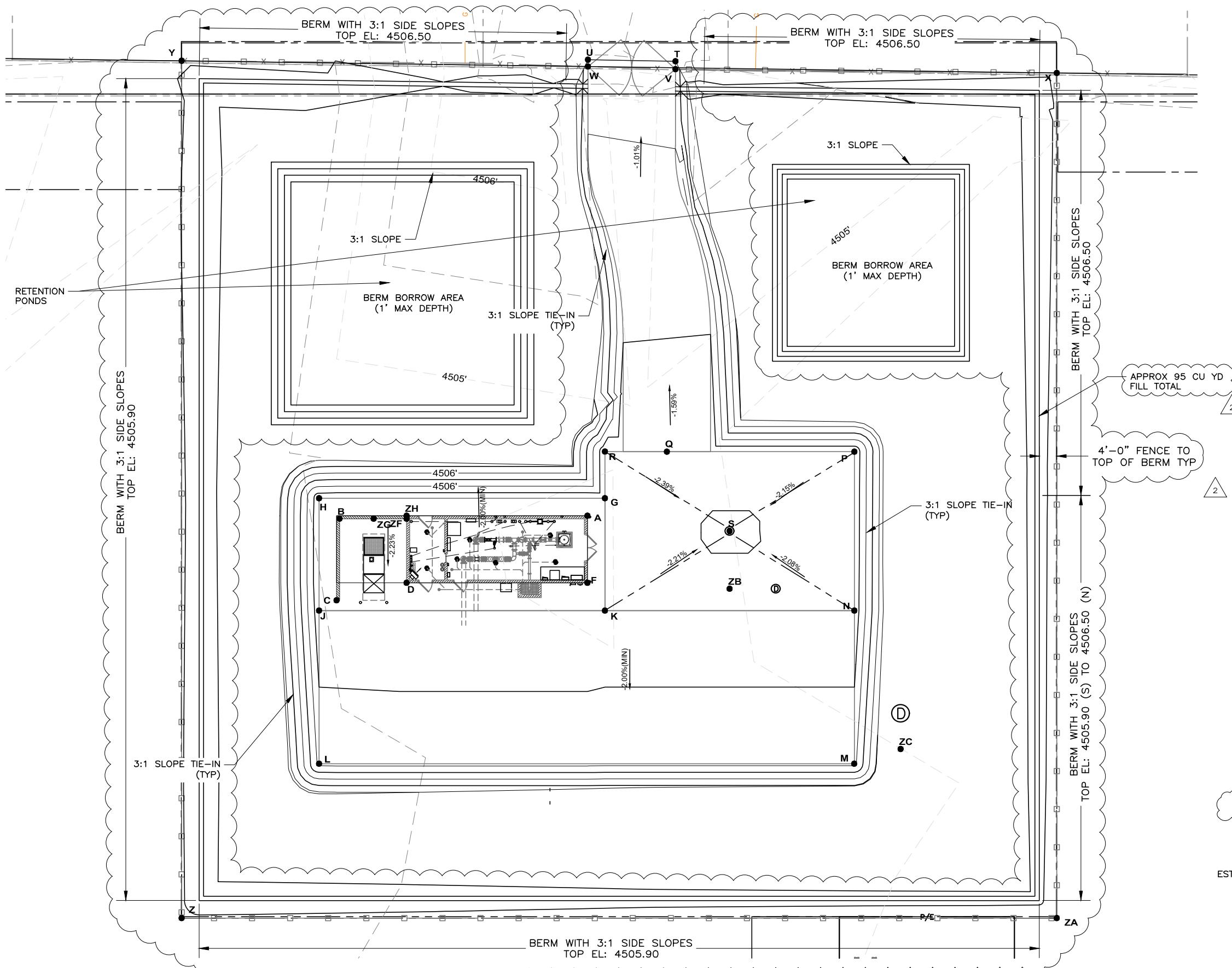
SCALE
AS
SHOWN



CITY OF
SARATOGA SPRINGS

SARATOGA SPRINGS WELL #7 EQUIPPING
CIVIL
SITE PLAN

SHEET
C-1
360.18.610

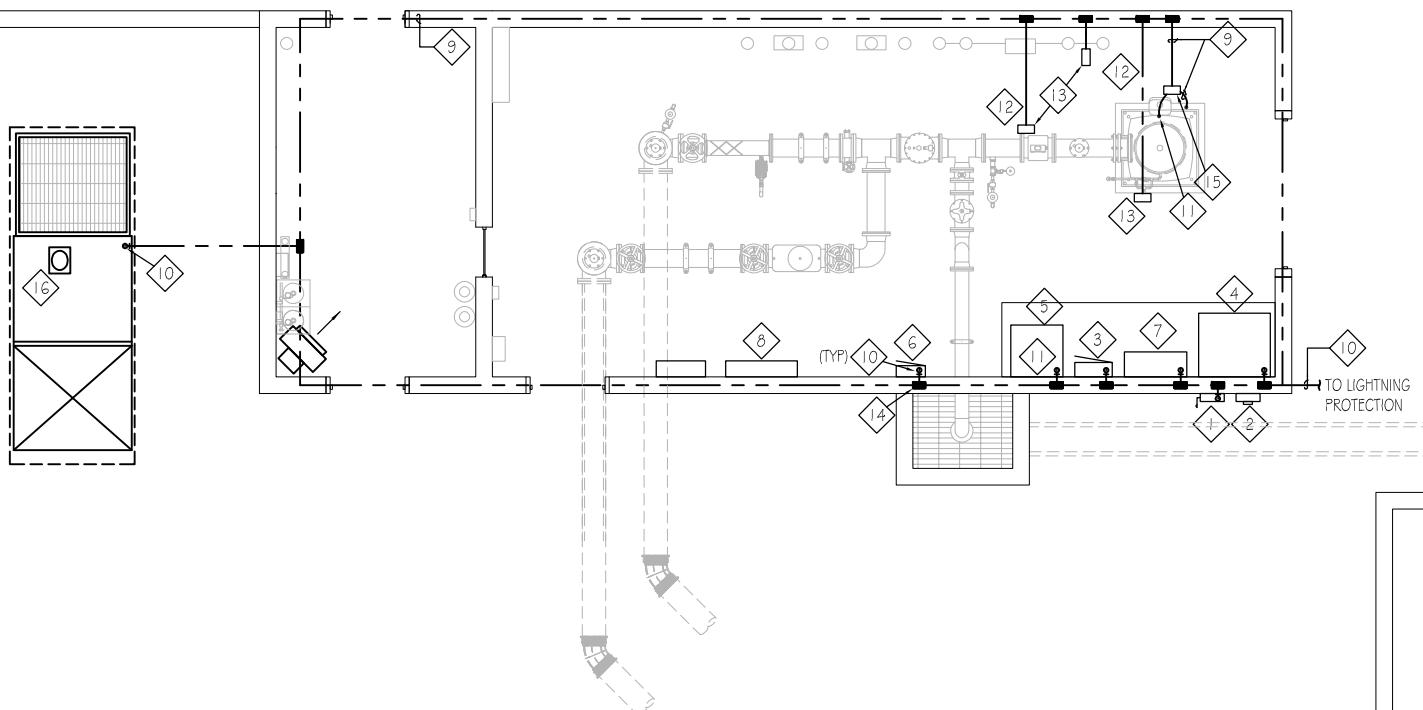


COORDINATE TABLE				
POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
A	7306526.66'	1531950.06'	4507.50'	1 CORNER OF PUMP HOUSE
B	7306526.00'	1531893.39'	4507.79'	CORNER OF SOUND WALL
C	7306507.33'	1531892.72'	4507.42'	EDGE OF SOUND WALL
D	7306511.33'	1531908.72'	4507.50'	CORNER OF PUMP HOUSE
F	7306511.33'	1531950.06'	4507.50'	CORNER OF PUMP HOUSE
G	7306530.66'	1531954.06'	4507.39'	CORNER OF SIDEWALK
H	7306530.66'	1531888.72'	4507.39'	CORNER OF SIDEWALK
J	7306505.00'	1531888.72'	4507.35'	CORNER OF SIDEWALK
K	7306505.00'	1531954.06'	4507.35'	CORNER OF SIDEWALK
L	7306470.00'	1531888.72'	4506.65'	CORNER OF PARKING LOT
M	7306470.00'	1532011.03'	4506.65'	CORNER OF PARKING LOT
N	7306505.00'	1532011.06'	4507.35'	CORNER OF PARKING LOT
P	7306541.30'	1532011.06'	4507.41'	CORNER OF PARKING LOT
Q	7306541.30'	1531968.20'	4507.41'	EDGE OF DRIVEWAY
R	7306541.33'	1531954.06'	4507.41'	CORNER OF PARKING LOT
S	7306523.17'	1531982.56'	4506.80'	CENTER OF INLET
T	7306630.52'	1531970.18'	4506.30'	ASPHALT TIE-IN
U	7306630.87'	1531950.19'	4506.33'	ASPHALT TIE-IN
V	7306628.71'	1531970.18'	—	GATE POST
W	7306629.32'	1531950.19'	—	GATE POST
X	7306627.85'	1532057.32'	—	CORNER OF FENCE
Y	7306630.63'	1531857.32'	—	CORNER OF FENCE
Z	7306434.72'	1531857.32'	—	CORNER OF FENCE
ZA	7306434.72'	1532057.32'	—	CORNER OF FENCE
ZB	7306510.00'	1531982.56'	4507.19'	CENTER OF MANHOLE
ZC	7306473.37'	1532021.62'	4505.00'	CENTER OF MANHOLE
ZF	7306526.00'	1531908.72'	4507.79'	CORNER OF SOUND WALL
ZG	7306526.00'	1531901.22'	4508.39'	1 SOUND WALL
ZH	7306526.66'	1531908.72'	4507.50'	CORNER OF PUMP HOUSE

NOTES:

1. CLEAR AND GRUB PER SPECIFICATION SECTION 31 22 00 IN ALL AREAS TO RECEIVE FILL.
2. SITE FILL MATERIAL SHALL BE A-1-A PER SECTION 31 22 00, COMPACT TO 95% MAXIMUM DRY DENSITY PER ASTM D1557. FILL UNDER STRUCTURES SHALL BE AS INDICATED ON THE STRUCTURAL DRAWINGS.
3. BERM TO BE RESEEDED AS PART OF SITE RESTORATION SEEDING.

ESTIMATED QTY OF SITE FILL = 870 CY

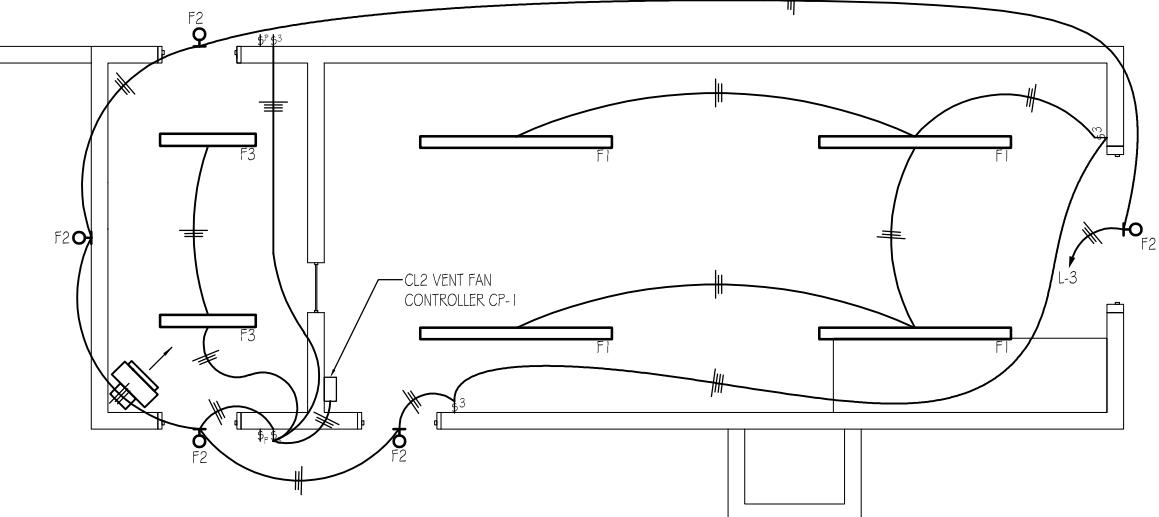


PUMP HOUSE GROUNDING PLAN

SCALE: 1/4" = 1'-0"

SCALE: 1/4" = 1'-0"

5 0



PUMP HOUSE LIGHTING PLAN

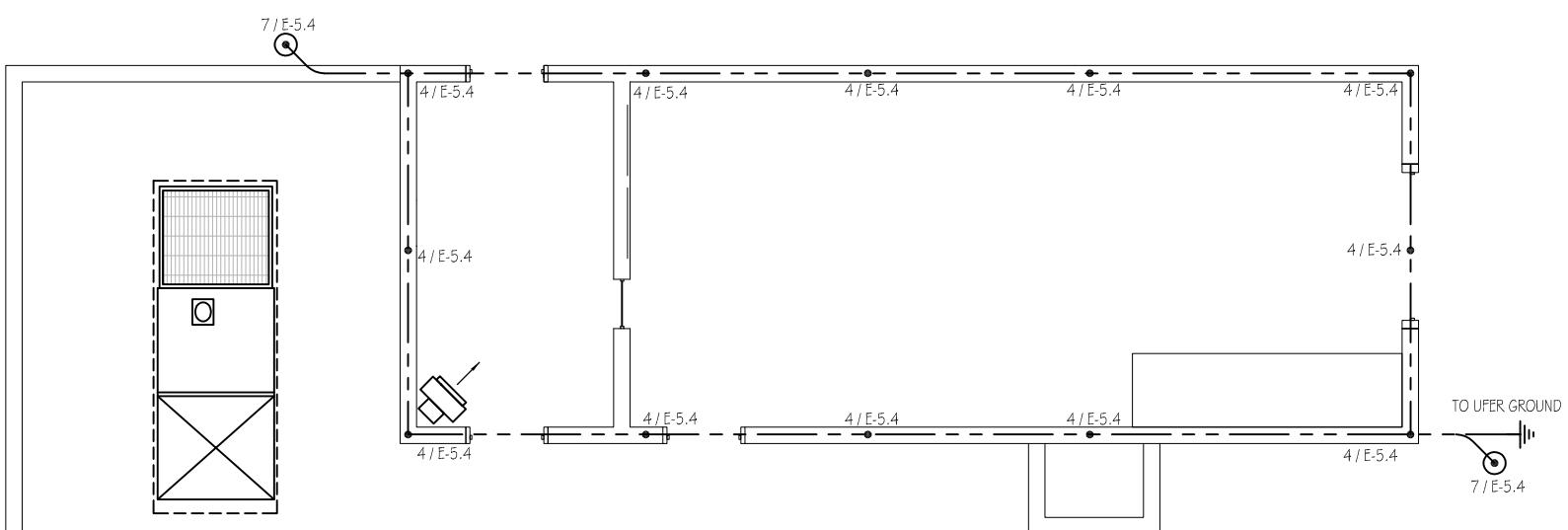
SCALE: 1/4" = 1'-0"

Q



DRAWING NOTES

- 1 SERVICE DISCONNECT 600 / 3 / 450 / 3R, 600
- 2 POWER METER.
- 3 PANEL 'H', 480/277V, 3PH, 4W, 65KAIC, 600A.
- 4 VFD, 200HP, 480V, 3PH.
- 5 TRANSFORMER, 480 -120/208V, 30KVA.
- 6 PANEL 'L', 120/208V, 3PH, 4W, 10KAIC, 125A.
- 7 ATS, 480V, 3PH 4W 600A.
- 8 PLC.
- 9 4/0 BC
- 10 1/0 BC
- 11 #2 BC
- 12 #4 BC
- 13 FLOW METER, SEE 9 / E-5.1.
- 14 EXOTHERMIC WELD, TYP.
- 15 GROUND INSERT FOR CONNECTION TO WELL PUMP MOTOR AND WELL CASING. SEE DETAIL 5 / E-5.3.
- 16 GENERATOR



PUMP HOUSE LIGHTNING PROTECTION PLAN

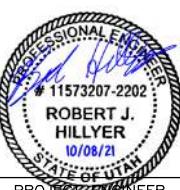
SCALE: 1/4" = 1'-0" -

© 2002 by Cengage



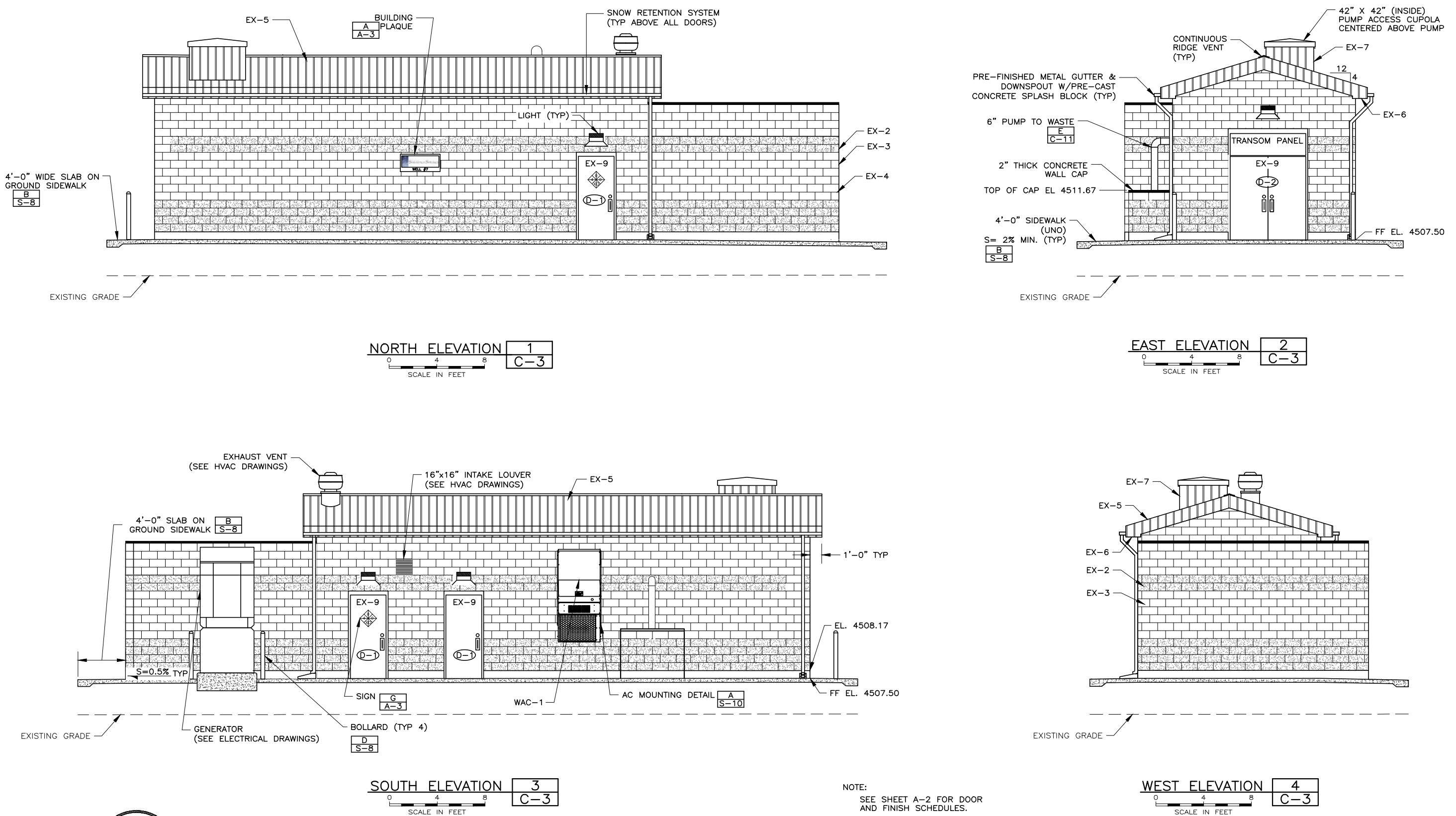
SARATOGA SPRINGS WELL #7 EQUIPPING
PUMP HOUSE LIGHTING, LIGHTNING
PROTECTION, AND GROUNDING PLANS

SHEET
E-2.2



DESIGNED	RJH	3	-	-
DRAFTED	KGM	2	-	-
CHECKED	RJH	1	-	-
DATE	OCT - 2021	NO.	DATE	REVISIONS

Exhibit 4. Elevations



EXTERIOR COLOR SCHEDULE

MARK	MATERIAL	MANUFACTURER	FINISH	COLOR	REMARKS
EX-1	CONCRETE	CONTRACTOR	STONE RUB	NATURAL	
EX-2	CMU	SUNROC	SPLIT FACE	NEUTRAL BEIGE	8"W X 8"H X 16"L
EX-3	CMU	SUNROC	SMOOTH	DARK BROWN	8"W X 8"H X 16"L
EX-4	MORTAR	SPEC-MIX	SMOOTH	OWNER	CONCAVE JOINTS
EX-5	METAL ROOF	FABRAL	GALVALUME	EVER GREEN (875)	1 1/2" STANDING SEAM
EX-6	METAL FASCIA / SOFFIT	FABRAL	GALVALUME	LIGHT GREY (889)	VENTED SOFFIT
EX-7	METAL SIDING	FABRAL	GALVALUME	PATINA GREEN (893)	1 1/2" STANDING SEAM
EX-8	GUTTER & DOWNSPOUT	FABRAL	GALVALUME	LIGHT GREY (889)	1 1/2" STANDING SEAM
EX-9	EXT. PAINT	SHERWIN WILLIAMS	SEMI-GLOSS	SW 6258 TRICORN BLACK	DOORS AND FRAMES

DOOR SCHEDULE

TAG NO.	DOOR						FRAME				DETAILS			HARDWARE	REMARKS	
	WIDTH	HEIGHT	THICK	TYPE	MATERIAL	FINISH	WIDTH	HEIGHT	THICK	FRAME MAT	FRAME FINISH	HEAD	JAMB	THRESHOLD		
D-1	3'-0"	7'-0"	1 3/4"	SINGLE	HOLLOW METAL	EX-9	3'-4"	7'-4"	5 3/4"	HM (GROUTED)	EX-9	C/A-3	B/A-3	E/A-3	SET 1	
D-2	6'-0"	7'-0"	1 3/4"	DOUBLE	HOLLOW METAL	EX-9	6'-8"	7'-4" DOOR 9'-4" W/TRANSOM	5 3/4"	HM (GROUTED)	EX-9	F/A-3	B/A-3	E/A-3	SET 2	W/ REMOVABLE TRANSOM

INTERIOR PAINTING SCHEDULE

LOCATION	MATERIAL	COLOR	REMARKS
PUMP ROOM FLOOR	CONCRETE	NONE	CLEAN AND PREPARE FLOOR
PUMP ROOM WALLS	CMU	NONE	-
CHLORINATION ROOM FLOOR	CONCRETE	GRAY	SYSTEM #10
CHLORINATION ROOM WALLS	CMU	OWNER	SYSTEM #13
DW PIPING	METAL	TRUE BLUE / SAFETY	SYSTEM #3 (STL) / SYSTEM #8 (DI)
SW PIPING	METAL	PURPLE RAIN / SAFETY	SYSTEM #3 (STL) / SYSTEM #8 (DI)
CEILING	PLYWOOD	WHITE	SYSTEM #15 WITH BATTEN BOARDS

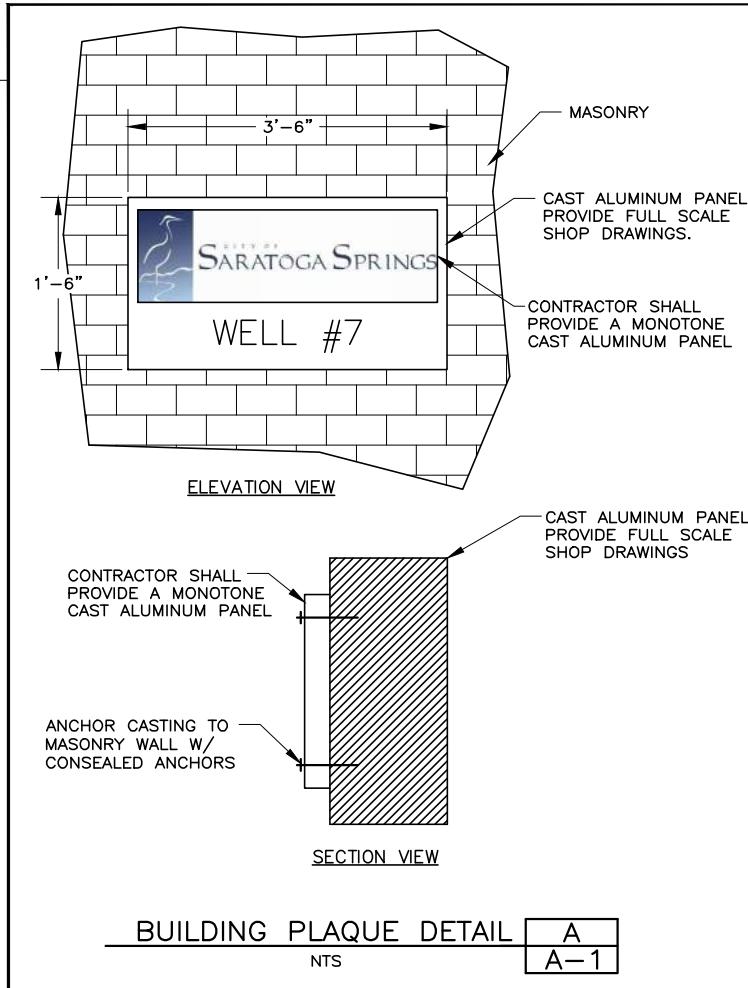
INTERIOR PAINT SCHEDULE NOTES:

1. PAINT COLORS ARE TNEMEC.
2. PAINT SYSTEM NUMBERS ARE PER SPECIFICATION SECTION 09 90 00.
3. CONTRACTOR SHALL PROVIDE COLOR SAMPLES FOR OWNERS TO MAKE FINAL COLOR SELECTION.

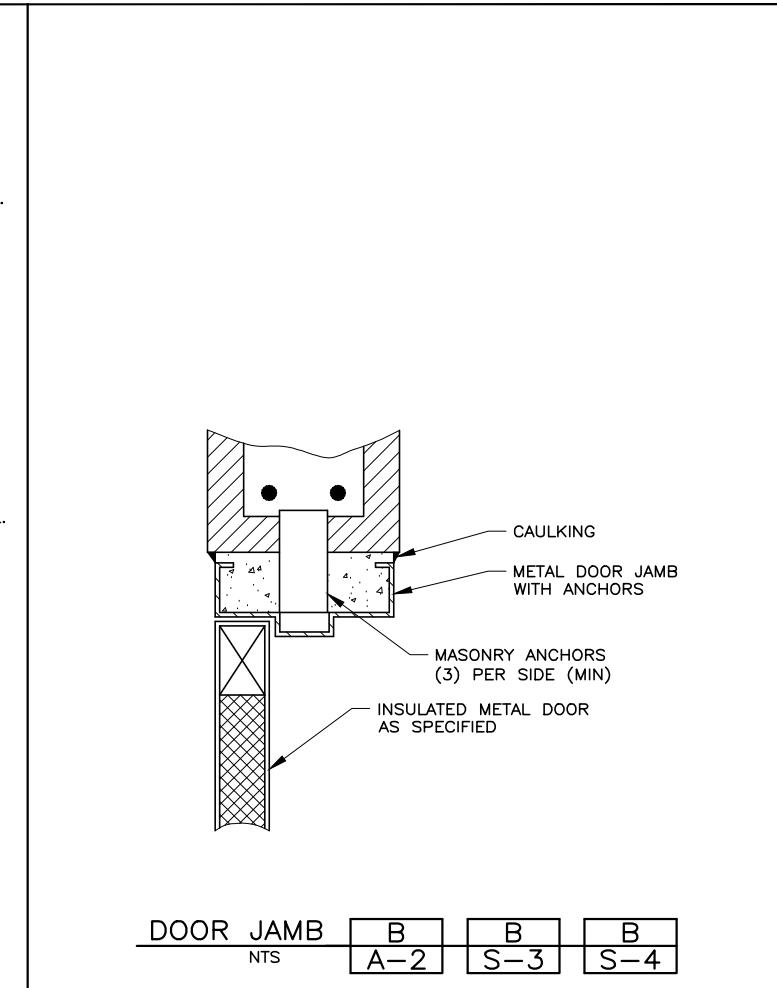
GENERAL NOTES:

1. SEE TECHNICAL SPECIFICATION SECTION 08 10 00 FOR HARDWARE & SECURITY REQUIREMENTS.
2. SEE TECHNICAL SPECIFICATION SECTION 09 90 00 FOR PAINTING AND FINISHES.

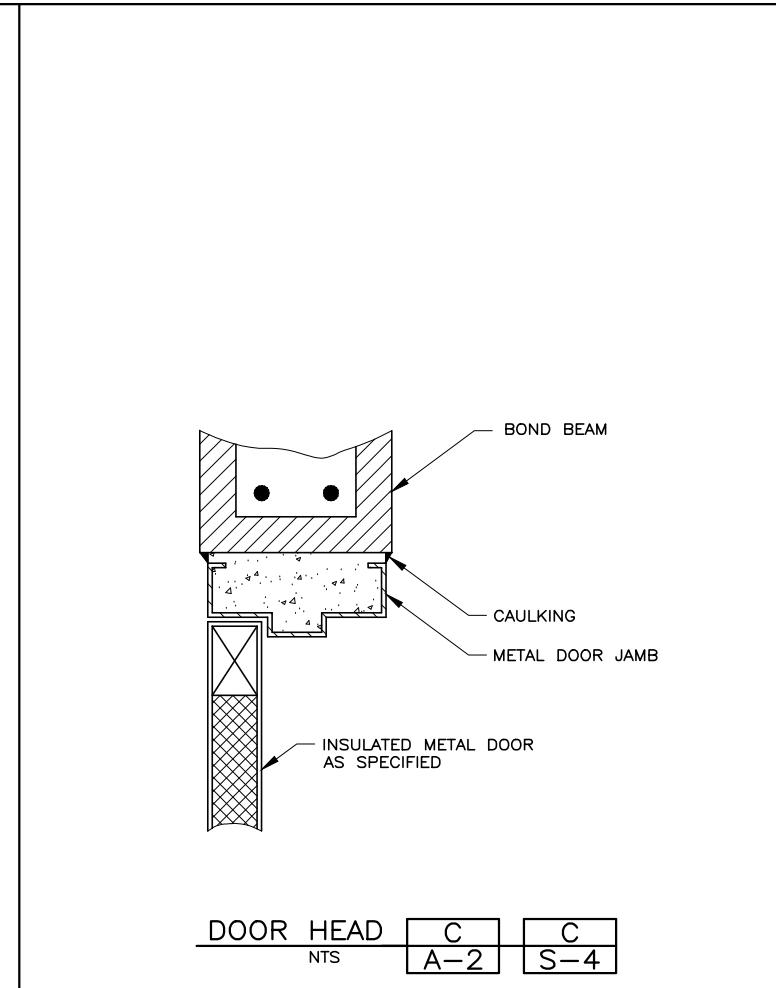




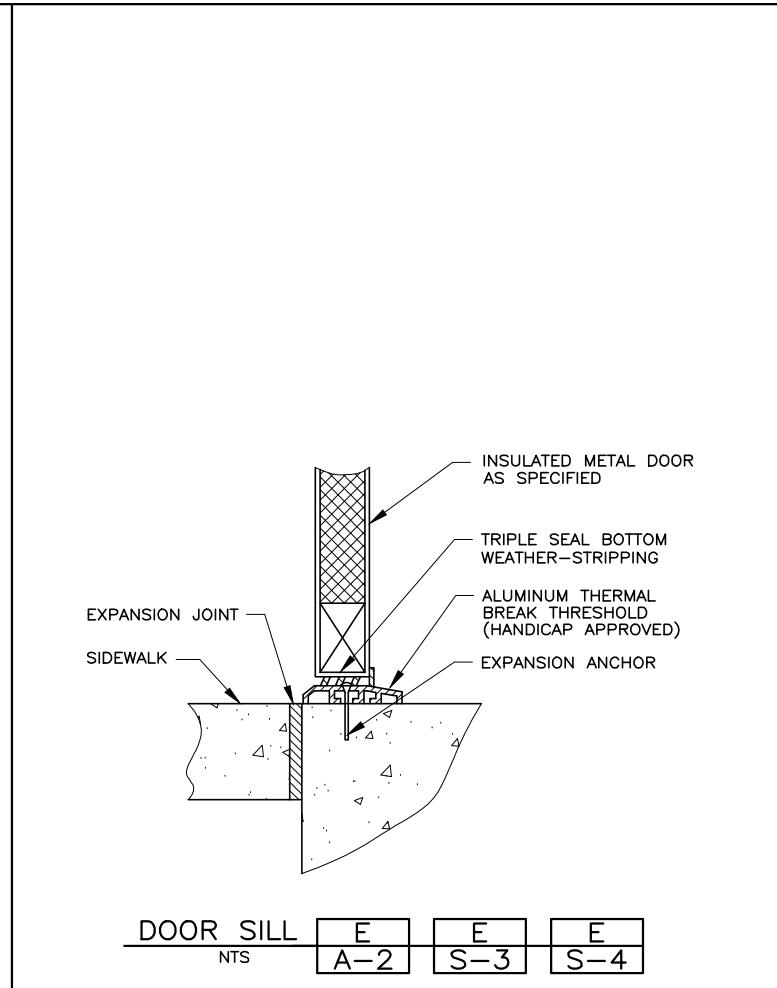
BUILDING PLAQUE DETAIL A-1



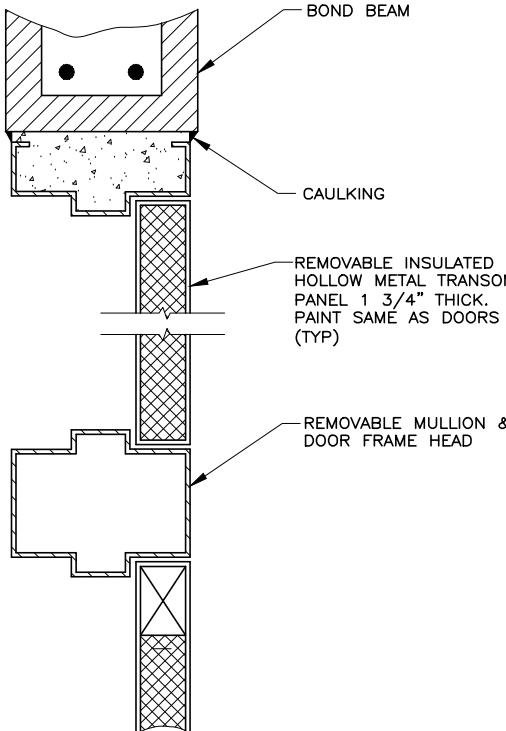
DOOR JAMB B



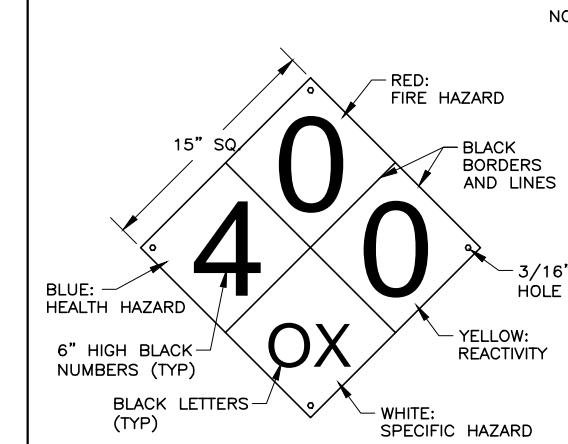
DOOR HEAD C



DOOR SILL E



TRANSOM DETAIL F



NOTES:

1. DIAMOND HAZARD MATERIALS SIGN SHALL CORRECTLY IDENTIFY THE HAZARDOUS MATERIALS CONTAINED WITHIN THE CHEMICAL STORAGE ROOMS IN ACCORDANCE WITH NFPA 704.
2. DIAMOND SIGN SHALL BE SURFACE MOUNTED ADJACENT TO OR ON ALL CHEMICAL ROOM ENTRY DOORS.

SPECIFIC HAZARD:	
ACID:	ACID
ALKALI:	ALK
CORROSIVE:	COR
OXIDIZER:	OX
RADIOACTIVE:	
USE NO WATER	

HAZARD TYPES AND LEVELS			
NO.	BLUE: HEALTH HAZARD	RED: HAZARD	YELLOW: REACTIVITY
0	NORMAL MATERIAL	WILL NOT BURN	STABLE
1	SLIGHTLY HAZARDOUS	ABOVE 200° F	UNSTABLE IF HEATED
2	HAZARDOUS	ABOVE 100° F NOT EXCEEDING 200° F	VIOLENT CHEMICAL CHANGE
3	EXTREME DANGER	BELOW 100° F	SHOCK AND HEAT MAY DETONATE
4	DEADLY	BELOW 73° F	MAY DETONATE

NFPA MATERIAL HAZARD IDENTIFICATION SIGN G

NTS

REVISIONS

SCALE
AS
SHOWNSARATOGA SPRINGS WELL #7 EQUIPPING
ARCHITECTURAL
PUMP HOUSE DETAILSSHEET
A-3
360.18.610

RESOLUTION NO. R24-31 (5-7-24)

**A RESOLUTION OF THE CITY OF SARATOGA SPRINGS
FORMALLY INITIATING PROCEEDINGS UNDER THE
PENDING ORDINANCE DOCTRINE IN UTAH CODE
SECTION 10-9A-509 AND CITY CODE SECTION 19.02.02
TO AMEND SECTION 19.16.05.01 TO EXEMPT PUBLIC
BUILDINGS.**

WHEREAS, Utah Code § 10-9a-509(1)(a)(ii)(B) allows the City of Saratoga Springs, Utah (“City”) to require future land use applications to comply with ordinances not yet officially passed so long as the City has formally initiated proceedings to amend its ordinances in accordance with City procedures, thus protecting the City from misapplication of its land use ordinances; and

WHEREAS, this procedure is termed the “pending ordinance” doctrine in § 19.02.02(225) of the City’s Land Development Code; and

WHEREAS, section 19.02.02(225) of the Land Development Code states that the pending ordinance doctrine is initiated when an ordinance or zoning amendment has first been reviewed by the City Council and has been included or attached to a resolution indicating the Council’s intent to initiate proceedings to amend; and

WHEREAS, in conformance with Utah Code § 10-9a-509(1)(a)(ii), section 19.02.02(225) of the Land Development provides that a pending ordinance is binding on any complete land use application or complete building permit application filed with the City prior to final approval of the pending ordinance; and

WHEREAS, the City Council wishes to: (a) invoke the pending ordinance doctrine; and (b) formally initiate proceedings to amend the Land Development Code; and (c) subject future land uses to the regulations being promulgated by the City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

1. The Saratoga Springs City Council—in accordance with Utah Code § 10-9a-509(1)(a)(ii) and Saratoga Springs Land Development Code § 19.02.02(225)—hereby formally initiates proceedings to amend the Land Development Code. Attached hereto as Exhibit A is an initial draft of the amendments to the Land Development Code.
2. The City Council requests that the Saratoga Springs Planning Commission—at the earliest available opportunity—consider the proposed changes and submit a recommendation to the Saratoga Springs City Council consistent herewith.

3. The City Council declares that uses and property in the City shall be subject to the regulations in Exhibit A being promulgated by the City Council, except as those regulations are otherwise amended during the amendment process.
4. This Resolution shall take effect immediately, and shall continue in effect for no longer than 180 days from the date of passage or until a final action by the City Council formally adopting the regulations in Exhibit A, whichever is sooner. During the time this Resolution is in effect, new applications shall be subject to the regulations in Exhibit A.

APPROVED and PASSED this ____ day of _____, 20__.

SARATOGA SPRINGS CITY COUNCIL:

MAYOR JIM MILLER

Attest:

City Recorder

EXHIBIT A

Chapter 19.16. Site and Architectural Design Standards

- [**19.16.01. Purpose.**](#)
- [**19.16.02. Applicability and Review Process.**](#)
- [**19.16.03. Site Design Standards: General.**](#)
- [**19.16.04. Site Design Standards: Non-Residential.**](#)
- [**19.16.05. Architectural Design Standards, General.**](#)
- [**19.16.06. Architectural Design Standards, Residential.**](#)
- [**19.16.07. Architectural Design Standards, Non-Residential.**](#)
- [**19.16.08. Heavy Commercial Site, Additional Standards.**](#)
- [**19.16.09. Mixed Use and Mixed Waterfront Site and Architectural Design Standards.**](#)
- [**19.16.10. Waterfront Buffer and Gateway Overlays. Additional Standards.**](#)

...

19.16.05. Architectural Design Standards, General.

The following standards are applicable to all new three family and multi-family and non-residential development:

1. **Building Articulation.** Building elevations exceeding 40 feet in length shall incorporate a minimum of one horizontal elevation shift or combination of vertical and horizontal elevation shifts, stepping portions of the elevation to create shadow lines and changes in volumetric spaces of at least five feet, and a minimum of two of the following, all spaced at intervals of 20 to 50 feet of horizontal width:
 - a. A combination of vertical and horizontal elevation shifts that together equal at least five feet.
 - b. Addition of horizontal and vertical divisions by use of textures or materials.
 - c. Primary material change.
 - d. Addition of projections such as balconies, cornices, covered entrances, porte-cochères, trellis', pergolas, arcades, and colonnades. Such trellis' and awnings extend outward from the underlying wall surface at least 36-inches.
 - e. Variation in the rooflines by use of dormer windows, overhangs, arches, stepped roofs, gables or other similar devices.

Exception: Section 19.16.05(1) shall not apply to public buildings.

...

AGREEMENT NO. 2024 - 215

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT 2022-34 BETWEEN
UTAH COUNTY, UTAH, AND THE CITY OF SARATOGA SPRINGS
FOR THE PONY EXPRESS PARKWAY – SARATOGA ROAD TO 800 EAST
PROJECT**

On this 13th day of March, 2024, this First Amendment is made to the Interlocal Agreement 2022-34 between UTAH COUNTY, a political subdivision of the State of Utah, with principle offices located at 100 East Center St, Suite 2300, Provo, Utah 84606 (“County” and “Program Manager”) and THE CITY OF SARATOGA SPRINGS, a political subdivision of the State of Utah, with principle offices located at 1307 N Commerce Drive, Suite #200, Saratoga Springs, Utah, 84045 (“City” and “Project Sponsor”); and

WHEREAS, County and City entered into Agreement No. 2022-34; and

WHEREAS, County and City now desire to amend Agreement No. 2022-34 on account of additional funding needed for the Pony Express Parkway – Saratoga Road to 800 East Project.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and City hereby amend Agreement No. 2022-34 as follows:

1. Section 6, paragraphs 8, 8b, and 8d of the Agreement are hereby amended to read as follows:

Section 6: TERMS.

8) **Total Project Cost** - Both the Program Manager and Project Sponsor acknowledge that the Approved Project has been authorized by the Mountainland MPO Board (Utah County Commission must also approve if county funds are used) to be funded at an amount not to exceed \$644,215.00 (Total Project Cost) for the direct costs of the Approved Project.

b) **Multi-Year Funding** - The Approved Project has been approved for \$600,601.10 in 2023.

d) **Reimbursement** - The Project Sponsor, if desiring reimbursement for the direct

costs of the Approved Project, will provide the Program Manager with one monthly itemized invoice detailing actual costs for the ROW acquisition, design, utility relocation, construction, or other approved elements of the project. Appropriate backup materials shall also be supplied by the Project Sponsor to the Program Manager without requiring separate inquiry. The Program Manager agrees to reimburse the Project Sponsor within 30 days of receiving acceptable itemized invoices establishing the validity of the direct costs of the Approved Project. The maximum amount of reimbursement from the Program Manager to the Project Sponsor for any fiscal year shall be the available funds actually received by the Program Manager for such fiscal year. The maximum amount of reimbursement from the Program Manager to the Project Sponsor for the entire cost of the Approved Project shall not exceed \$600,601.10 (Total Project Cost less Matching Funds). Any costs which exceed \$600,601.10 shall be the sole responsibility of the Project Sponsor. The Program Manager will review and approve monthly each itemized invoice and will reimburse the total invoice amount less the required matching funds.

The remaining portions and all remaining paragraphs of Agreement No. 2024-34 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be duly executed on the date listed above.

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

DocuSigned by:
Brandon B. Gordon

FCC25EE5B8FA4AD...

BRANDON B. GORDON, Chair

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

DocuSigned by:
By: *Allie Black*
Deputy 2937075D91C74DB...

APPROVED AS TO FORM AND LEGALITY:
JEFFREY S. GRAY
Utah County Attorney

DocuSigned by:
By: *Katrina Cole*
Deputy County Attorney 971CC48366E0441

THE CITY OF SARATOGA SPRINGS

Authorized by Resolution No.

This ____ day of March, 2024.

THE CITY OF SARATOGA SPRINGS

UTAH COUNTY, UTAH

Mayor

ATTEST:

City Recorder

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE
LAW:

By: _____
City Attorney

Certificate Of Completion

Envelope Id: A5CDC5A81FBC4762961D139610A5BB81

Status: Completed

Subject: Agreement 2024 - 215

Source Envelope:

Document Pages: 3

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Utah County Deputy Clerk

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Provo, UT 84604

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Signer Events**Signature****Timestamp**

Katrina Cole

katrinac@utahcounty.gov

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Brandon B. Gordon

BrandonG@utahcounty.gov

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 97.75.176.50

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Viewed: 3/18/2024 4:31:13 PM

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Electronic Record and Signature Disclosure:

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Alice Black

aliceb@utahcounty.gov

Deputy Clerk

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

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Glen Tanner glent@utahcounty.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/19/2024 7:42:45 AM
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Jolynn Clegg JolynnC@utahcounty.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/19/2024 7:42:45 AM
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	3/19/2024 7:42:43 AM
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From time to time, Utah County Goverment (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Utah County Goverment:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: CommissionClerk@UtahCounty.gov

To advise Utah County Goverment of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at CommissionClerk@UtahCounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Utah County Goverment

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to CommissionClerk@UtahCounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Utah County Goverment

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to CommissionClerk@UtahCounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Utah County Goverment as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Utah County Goverment during the course of your relationship with Utah County Goverment.

RESOLUTION NO. R24-32 (5-7-24)

**A RESOLUTION OF THE CITY OF SARATOGA SPRINGS,
UTAH APPROVING AN AMENDMENT TO AGREEMENT
2022-34 WITH UTAH COUNTY RELATING TO THE PONY
EXPRESS PARKWAY PROJECT**

WHEREAS, the City of Saratoga Springs and Utah County previously entered into Agreement No. 2022-34 relating to pass-through funding for the Pony Express Parkway project from Saratoga Road to 800 East (“Project”); and

WHEREAS, Saratoga Springs and Utah County have found it necessary to further amend Agreement No. 2022-34 to allow for additional funding for the Project.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Saratoga Springs, Utah, that the attached First Amendment to Interlocal Agreement 2022-34 Between Utah County, Utah, and the City of Saratoga Springs For the Pony Express Parkway – Saratoga Road to 800 East (Agreement No. 2024-215) is hereby approved, and that the Mayor or City Manager and City Recorder are authorized and directed to execute and deliver the Agreement on behalf of the City. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 7th day of May, 2024.

Signed: _____
Jim Miller, Mayor

Attest: _____
City Recorder



City Council Staff Report

Author: Jeremy Lapin, City Engineer & Public Works Director

Subject: Impact Fee Facilities Plan (IFFP) Update

Date: May 7, 2024

Type of Item: Resolution

Description: Task Order for Engineering Services

A. Topic:

This item is for approval of a task order for Bowen and Collins to prepare updates to the City's Storm Water Impact Facilities Plans and Impact Fee Analysis (IFFP's- IFA's) and defining service areas and enacting storm drain impact fees in the City of Saratoga Springs. This provides for the calculations and collection of such fees and provides for appeal, mediation, arbitration, accounting and severability of the same and other related matters.

B. Background:

On February 21, 2023 the City Council adopted updates to the Storm Drain IFFP and IFA. Recent and rapid escalations in construction prices have necessitated the need to review and update the IFFP's and IFA's.

C. Analysis:

The proposed updates will ensure the City's IFFP's & IFA's are consistent with state law and recent ombudsman opinions.

D. Fiscal Impact:

The funding for this project has been previously appropriated by the City Council with the approval of FY2024 budget.

E. Recommendation

Staff recommends the City Council a task order with Hansen, Allen, & Luce in the amount of \$45,400 for the Storm Drain Impact Fee Facilities Plan and Impact Fee Analysis (IFFP- IFA).

TASK ORDER NO. 24.4
TO
MASTER AGREEMENT FOR PROFESSIONAL SERVICES

OWNER: City of Saratoga Springs

Effective Date of Master Agreement: June 1, 2016

THIS TASK ORDER NO. 24.4 TO THE MASTER AGREEMENT FOR PROFESSIONAL SERVICES (this "TASK ORDER") is made and entered into as of the 05 day of April, 2024, by and between OWNER and Bowen, Collins and Associates, Inc., a Utah Corporation (herein called ENGINEER) who agree as follows:

1. **PROJECT.** The PROJECT associated with this TASK ORDER is described as follows: 2024 Storm Drain Master Plan Update. The PROJECT SITE is located as follows: Saratoga Springs, UT
2. **SCOPE OF SERVICES.** The SCOPE OF SERVICES and deliverables associated with this TASK ORDER is attached hereto.
3. **FEES.** OWNER shall reimburse for services provided under this TASK ORDER on a time and expense basis not to exceed \$45,400. Payment shall be in accordance with the FEE SCHEDULE attached hereto and in accordance with the ENGINEERING SERVICES AGREEMENT.
4. **SCHEDULE.** The SERVICES associated with this TASK ORDER are anticipated to be completed within 8 weeks following written authorization from the OWNER to proceed.
5. **ATTACHMENTS AND EXHIBITS.** Both parties have read and understood all attachments and exhibits referenced in or attached to this TASK ORDER and agree that such items are hereby incorporated into and made a part of the PROFESSIONAL SERVICES AGREEMENT.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this TASK ORDER as of the date first above written.

OWNER:

By: _____

Printed Name: _____

Its: _____

ENGINEER:

By: _____ 

Printed Name: Jamie Tsandes

Its: Vice President

TASK ORDER NO. 24.4
CITY OF SARATOGA SPRINGS
STORM DRAIN MASTER PLAN UPDATE

Bowen Collins & Associates
Scope of Services

DATE: April 4, 2024

PROJECT: Storm Drain Master Plan Update for
City of Saratoga Springs
Engineering Department
Jeremy Lapin, C.F.M., P.E.

PROJECT MANAGER: Justin Dietrich, P.E.
Bowen, Collins & Associates

BACKGROUND

In 2020, Saratoga Springs City Retained Bowen Collins and Associates (BC&A) to update the City's Storm Drain Capital Facilities Plan (CFP), Impact Fee Facilities Plan (IFFP), and Impact Fee Analysis (IFA). This document was adopted in July 2021, and partially updated in 2023. These documents, along with an updated impact fee ordinance established impact fees for the City to collect from that time forward.

Since the plan was adopted, the City has become aware of potential changes in development patterns and financing that may affect the impact fees. Specifically, the magnitude and location of growth in the City have changed since the last update. The City has received proposals from several developments that would make changes to conveyance patterns assumed in the previous planning and the City has also updated its general plan and zoning. In addition to these changes, major storm drain projects have been constructed or are under construction, which progress has provided updated financial information that can be used to update the costs assumed in the IFFP. All these factors have the potential to affect the City's storm drain planning and corresponding impact fees.

Therefore, the City has asked BC&A to prepare a scope outlining the requirements to update the storm drain Master Plan, IFFP, and IFA documents. The purpose of this scope of work is to prepare the update of these documents so an updated impact fee ordinance can be prepared by the City and to provide as-needed assistance to City staff as they pursue the adoption of the updated documents.

SCOPE OF SERVICES

We propose to complete the work under the following tasks, focusing on the development of a comprehensive Master Plan (which includes a CFP), an IFFP, and an IFA. We will complete the required Impact Fee Certification and support the implementation of the entire impact fee process to adopt the CFP, IFFP, and IFA, which will provide the City with a legal and defensible basis for assessing impact fees to maintain and improve infrastructure to support new development. A brief summary of the tasks we plan to complete is presented below.

Task 1 – Storm Drain Master Plan Update

We will update the Storm Drain Master Plan by completing the following specific activities.

Task 1.1 – Collect and Review Existing Information. We will review the City's new information regarding potential development and finance changes, existing customer base, growth projections, adjustments to drainage basin delineation, and policy changes. Additionally, the City has recently taken a comprehensive inventory of their existing facilities; this will also be collected and reviewed for the study.

Task 1.2 – Update System Model. The current master plan system model will be updated as follows:

- The current master plan criteria for detention, open channel conveyance capacity, and pipe conveyance capacities will continue to be used to define system deficiencies during the study.
- We will focus the model on system level/main conveyance and storage modeling.
- We will utilize new existing facilities data identified in Task 1.1 to update the model geometry.
- We will project the existing and future system capacity needs by correlating growth and development projections created by Hansen Allen and Luce with land cover and the other hydrologic parameters.
- We will analyze runoff within the City's service area for the 2, 10, and 100 year design storms.
- Existing Reports regarding global warming will be reviewed to determine if the City should change the duration or intensity of the 2, 10, and 100 year design storms. There will be three total modeling scenarios, one for each of the three design storms.
- We will utilize the model to simulate operation of the storm drain system under flows for existing and future conditions.
- We will use computer program output to identify areas where capacity deficiencies currently exist, including pipes, detention basins, and treatment units. We will then revise the existing City model to account for projected 10-year and buildout demand conditions. The revised model will then hydraulically simulate operation of the existing system under flow conditions for projected future build-out conditions. We will evaluate the results of the hydraulic analyses and identify areas where capacity deficiencies are projected to occur.

Task 1.3 – Perform System Analysis. The objective of this task is to identify the most cost-effective improvements that will resolve the system deficiencies identified in Task 1.2.

We will modify the revised computer model to simulate alternative improvements that will mitigate the identified capacity deficiencies. Potential structural improvements may include installing parallel pipes, replacing undersized pipes with new larger pipes, installing debris basins, and increasing detention facility capacity. Any maintenance related projects identified by City staff will be added to the list of recommended projects at this time.

Task 1.4 – Develop a Capital Facilities Plan. We will develop a Storm Drain Capital Facilities Plan that can be used by City personnel for budgeting and planning purposes. We will meet with City personnel to develop project prioritization criteria for recommended improvements, develop cost estimates for recommended storm drain system improvements, and prioritize needed improvements based on whether deficiencies currently exist or are related to future development. We will then develop an implementation schedule for the recommended capital improvements. The implementation schedule will be used to update the cost estimates of each improvement to reflect the time value of money. Projects will be accompanied by a project cut sheet detailing the specific data associated with each project.

Task 1.5 – Progress and Coordination Meetings. We will prepare for and attend progress meetings once every two weeks during the project to discuss progress and get feedback from the City. The time for these meetings will be split between discussing this storm drain master plan update and a corresponding sewer master plan update.

Task 1.6 – Prepare Master Plan Report. We will develop a user-friendly report that summarizes the results of the study, references, figures, tables, and documents the procedures that were used to develop the master plan. The CFP will be included within the master plan. We will provide the City with a draft copy of the report for internal review and use with stakeholder coordination. Following the completion of Task 1.7, we will prepare a final CFP report and will provide the City with up to ten paper copies as well as a PDF copy.

Task 1.7 – Coordination with Stakeholders. We will distribute copies of the draft Master Plan report to stakeholders and affected entities (identified by the City), and will organize, prepare for, and attend a meeting including all stakeholders to obtain comments. We will work with City staff to address comments from the stakeholders in the final CFP report. To support the adoption of impact fees once the Draft IFFP and IFA have been completed (see Tasks 2 and 3), we will also prepare for and attend a City Council meeting and a public hearing to answer questions and discuss impacts of proposed design criteria, recommended improvements, and updates to the impact fees.

Task 1 Deliverables:

1. Draft Master Plan Report for review
2. Final Master Plan Report (up to ten paper copies and a PDF copy)

Task 2 – Storm Drain IFFP Update

We will update the Storm Drain IFFP by completing the following specific activities.

Note that all meetings and coordination with Stakeholders for Tasks 2 and 3 is accounted for in the scope for Task 1.

Task 2.1 – Develop Impact Fee Facilities Plan. With the development of an updated CFP developed in Task 1, BC&A will have nearly all the information necessary to subsequently update the IFFP (e.g. required system projects with estimates of project costs, understanding of which projects are required to eliminate existing deficiencies or raise the level of service and which projects are required to service future growth). The City will identify those system level projects which have already been completed with their respective costs. From the CFP and the information from the City, BC&A will identify the subset projects eligible for impact fees in an IFFP in accordance with State law. The assumed planning window is 10 years.

Task 2.2 – Assess Value of Surplus Capacity. Using the existing facilities inventory developed as part of Task 1.1, we will identify the value of surplus capacity in existing facilities based on actual costs and in accordance with State law.

Task 2.3 – Prepare IFFP Report. We will develop a user-friendly report that summarizes the IFFP, references figures and tables, and documents the procedures that were used to develop the IFFP. Included in this report will be a written certification of the IFFP in accordance with the requirements of Utah Code 11-36a. We will provide the City with a draft copy of the report for internal review. Following the completion of the public hearing in Task 1.7, we will prepare a final IFFP report and will provide the City with up to ten paper copies and a PDF copy.

Task 2 Deliverables:

1. Draft IFFP Report for internal review
2. Final IFFP Report (up to ten paper copies and a PDF copy)

Task 3 – Storm Drain IFA Update

We will update the Storm Drain IFA by completing the following specific activities.

Note that all meetings and coordination with Stakeholders for Tasks 2 and 3 is accounted for in the scope for Task 1.

Task 3.1 – Develop Impact Fee Analysis. With the development of an updated IFFP developed in Task 2, BC&A will have most of the information necessary to subsequently update the IFA. Historic costs obtained in previous tasks will be included to calculate a buy-in fee for existing infrastructure and future costs will be used for the Impact Fee Facilities Plans projects.

Task 3.2 – Prepare IFA Report. We will develop a user-friendly report that summarizes the IFA, references, figures, and tables, and documents the procedures that were used to develop the IFA. Included in this report will be a written certification of the IFA in accordance with the requirements of Utah Code 11-36a. We will provide the City with a draft copy of the report for internal review. Following the completion of Task 1.7, we will prepare a final IFA report and will provide the City with up to ten paper copies and one PDF.

Deliverables:

1. Draft IFA Report for internal review
2. Final IFA Report (up to ten paper copies and one PDF)

Deliverables:

1. All information regarding existing supplemental connection areas will be provided by the City to BC&A for inclusion in the back of the report.

FEE

We propose to complete this scope of work under the terms and conditions of our General Services Agreement with the City and based our current hourly rates, with the total fee not to exceed \$45,400 as shown in the attached fee estimate.

City of Saratoga Springs

TO 24.4 - Storm Drain Master Plan Update

4-Apr-24

								Subtotal Hours	Subtotal Labor	Subtotal Expenses	Total Cost
	Labor Category	Clerical III	Tech Writer III	Tech V	Engineer II	Engineer V PM/PR	Engineer X PIC				
	Staff	Snow	Hilbert	Riggs	Fica	Dietrich	Larson				
	Labor Rate	\$99	\$111	\$140	\$143	\$170	\$229				
Task No.	Task Description										
1	Storm Drain Master Plan Update										
1.1	Collect and Review Existing Information				16	4		20	\$ 2,968.00	\$ -	\$ 2,968.00
1.2	Update System Model				40	8	2	50	\$ 7,538.00	\$ -	\$ 7,538.00
1.3	Perform System Analysis				12	2		14	\$ 2,056.00	\$ -	\$ 2,056.00
1.4	Develop a Capital Facilities Plan				14	6		20	\$ 3,022.00	\$ -	\$ 3,022.00
1.5	Progress and Coordination Meetings	4			14	14		32	\$ 4,778.00	\$ 109.50	\$ 4,887.50
1.6	Prepare Master Plan Report	4	6		24	10	4	48	\$ 7,110.00	\$ 200.00	\$ 7,310.00
1.7	Coordination with Stakeholders				8	8	2	18	\$ 2,962.00	\$ 70.50	\$ 3,032.50
	Sub-Total	8	6	0	128	52	8	202	\$ 30,434.00	\$ 380.00	\$ 30,814.00
2	Storm Drain IFFP Update										
2.1	Develop Impact Fee Facilities Plan				12	8		20	\$ 3,076.00	\$ -	\$ 3,076.00
2.2	Assess Value of Surplus Capacity				6	2		8	\$ 1,198.00	\$ -	\$ 1,198.00
2.3	Prepare IFFP Report	2	3		16	4	2	27	\$ 3,957.00	\$ 100.00	\$ 4,057.00
	Task 2 Sub-Total	2	3	0	34	14	2	55	\$ 8,231.00	\$ 100.00	\$ 8,331.00
3	Storm Drain IFA Update										
3.1	Develop Impact Fee Analysis				10	8		18	\$ 2,790.00	\$ -	\$ 2,790.00
3.2	Prepare IFA Report	2	3		12	4	2	23	\$ 3,385.00	\$ 80.00	\$ 3,465.00
	Task 3 Sub-Total	2	3	0	22	12	2	41	\$ 6,175.00	\$ 80.00	\$ 6,255.00
	Total Hours	12	12	0	184	78	12	298			
	Total Cost	\$ 1,188	\$ 1,332	\$ -	\$ 26,312	\$ 13,260	\$ 2,748		\$ 44,840.00	\$ 560.00	\$ 45,400.00

See attached scope of work for budgetary assumptions

RESOLUTION NO. R24-33 (5-7-24)

A RESOLUTION APPROVING A TASK ORDER WITH BOWEN & COLLINS FOR UPDATES TO THE CITY'S STORM DRAIN IFFP-IFA

WHEREAS, the City Council of the City of Saratoga Springs has found it in the public's interest to obtain services from Bowen and Collins (BC) for updates to its Impact Fee Facilities Plan and Impact Fee Analysis (IFFP-IFA's); and

WHEREAS, on April 5, 2024 the City received task orders from BC for updates to its Impact Fee Facilities Plan and Impact Fee Analysis (IFFP-IFA's); and

WHEREAS, the City Council has determined that approving the task orders with BC 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 executing task orders with BC Engineering for updates to the City's Storm Drain Impact Fee Facilities Plan and Impact Fee Analysis in the amount of \$45,400.

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

Passed on the 7th of May, 2024.

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

Jim Miller, Mayor

Attest: _____
Nicolette Fike, City Recorder



City Council Staff Report

Author: Jeremy Lapin, City Engineer & Public Works Director

Subject: Impact Fee Facilities Plan (IFFP) Update

Date: May 7, 2024

Type of Item: Resolution

Description: Task Order for Engineering Services

A. Topic:

This item is for approval of a task order for Bowen and Collins to prepare updates to the City's Sanitary Sewer Impact Fee Facilities Plans and Impact Fee Analysis (IFFP's- IFA's) and defining service areas and enacting sanitary sewer impact fees in the City of Saratoga Springs. This provides for the calculations and collection of such fees and provides for appeal, mediation, arbitration, accounting and severability of the same and other related matters.

B. Background:

On February 21, 2023 the City Council adopted updates to the Sanitary Sewer IFFP and IFA. Recent and rapid escalations in construction prices have necessitated the need to review and update the IFFP's and IFA's.

C. Analysis:

The proposed updates will ensure the City's IFFP's & IFA's are consistent with state law and recent ombudsman opinions.

D. Fiscal Impact:

The funding for this project has been previously appropriated by the City Council with the approval of FY2024 budget.

E. Recommendation

Staff recommends the City Council a task order with Hansen, Allen, & Luce in the amount of \$47,500 for the Sanitary Sewer Impact Fee Facilities Plan and Impact Fee Analysis (IFFP- IFA).

TASK ORDER NO. 24.3
TO
MASTER AGREEMENT FOR PROFESSIONAL SERVICES

OWNER: City of Saratoga Springs

Effective Date of Master Agreement: June 1, 2016

THIS TASK ORDER NO. 24.3 TO THE MASTER AGREEMENT FOR PROFESSIONAL SERVICES (this "TASK ORDER") is made and entered into as of the 05 day of April, 2024, by and between OWNER and Bowen, Collins and Associates, Inc., a Utah Corporation (herein called ENGINEER) who agree as follows:

1. **PROJECT.** The PROJECT associated with this TASK ORDER is described as follows: 2024 Sewer Master Plan Update. The PROJECT SITE is located as follows: Saratoga Springs, UT
2. **SCOPE OF SERVICES.** The SCOPE OF SERVICES and deliverables associated with this TASK ORDER is attached hereto.
3. **FEES.** OWNER shall reimburse for services provided under this TASK ORDER on a time and expense basis not to exceed \$47,500. Payment shall be in accordance with the FEE SCHEDULE attached hereto and in accordance with the ENGINEERING SERVICES AGREEMENT.
4. **SCHEDULE.** The SERVICES associated with this TASK ORDER are anticipated to be completed within 8 weeks following written authorization from the OWNER to proceed.
5. **ATTACHMENTS AND EXHIBITS.** Both parties have read and understood all attachments and exhibits referenced in or attached to this TASK ORDER and agree that such items are hereby incorporated into and made a part of the PROFESSIONAL SERVICES AGREEMENT.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this TASK ORDER as of the date first above written.

OWNER:

By: _____

Printed Name: _____

Its: _____

ENGINEER:

By:  _____

Printed Name: Jamie Tsandes _____

Its: Vice President _____

TASK ORDER NO. 24.3
CITY OF SARATOGA SPRINGS
SEWER MASTER PLAN UPDATE

Bowen Collins & Associates
Exhibit A
Scope of Services

DATE: April 4, 2024

PROJECT: Sewer Master Plan Update for
City of Saratoga Springs
Engineering Department
Jeremy Lapin, C.F.M., P.E.

PROJECT MANAGER: Justin Dietrich, P.E.
Bowen, Collins & Associates

BACKGROUND

In 2019, Saratoga Springs City Retained Bowen Collins and Associates (BC&A) to update the City's Sewer Capital Facilities Plan (CFP), Impact Fee Facilities Plan (IFFP), and Impact Fee Analysis (IFA). This document was adopted in 2020, and partially updated in 2021. These documents, along with an updated impact fee ordinance established updated sewer impact fees.

Since that plan was adopted, the City has become aware of a number of changes in expected development patterns, financing, and available data that will affect the impact fee and capital projects. Specifically, the magnitude and location of growth in the City have changed since the last update. The City occasionally receives requests from developments to change conveyance patterns identified in previous planning and the City has also updated its general plan and zoning. Additionally, major sewer infrastructure projects have been completed or are currently under construction – these projects give the City new cost information that can be used to update the costs assumed in the IFFP. Finally, the City has recently invested in surveying each piece of their sewer collection system, so the existing system can be analyzed at a more detailed level than was done in the previous master plan. All these factors and more have the potential to change the City's sewer planning corresponding impact fees.

Therefore, the City has asked BC&A to prepare a scope outlining the requirements to update the Master Plan, IFFP, and IFA documents. The purpose of this scope of work is to outline those items so that an updated impact fee ordinance can be prepared by the City and to provide as-needed assistance to City staff as they pursue the adoption of the updated documents.

SCOPE OF SERVICES

We propose to complete the work under the following tasks, focusing on the development of a comprehensive Master Plan (which includes a CFP), an IFFP, and an IFA. We will complete the required Impact Fee Certification and support the implementation of the entire impact fee process to adopt the CFP, IFFP, and IFA, which will provide the City with a legal and defensible basis for assessing impact fees to maintain and improve infrastructure to support new development. A brief summary of the tasks we plan to complete is presented below.

Task 1 – Sewer Master Plan Update

We will update the Sewer Master Plan by completing the following specific activities.

Task 1.1 – Collect and Review Existing Information. We will review the City's new information regarding the following:

- Completed and Under Construction Capital Projects
- Updated Existing Facilities Inventory
- Planning flow per Connection Information

As part of corresponding studies, the City is working to publish a memorandum which will show expected growth in the next 10 years. Hansen, Allen, and Luce (HAL) will identify the current customer base and will be applying growth projections provided by the City to new and projected development. HAL is also working to update the City's expected buildout densities. HAL will use projected ERUs determine the location of densities for the existing, 10-year, and buildout scenarios. BC&A plans to utilize that information for this project. This scope includes time to review and assist both the City and HAL in providing those deliverables. Additionally, the City has recently taken a comprehensive inventory of their existing facilities; this will also be collected and reviewed for the study.

Task 1.2 – Update System Model. The current master plan system model will be updated as follows:

- The current master plan criteria for pump station capacities, minimum and maximum flow velocities, infiltration and inflows, and pipe conveyance capacities will continue to be used to define system deficiencies during the study.
- We will continue to focus the model on system level / main conveyance modeling.
- We will utilize new existing facilities data identified in Task 1.1 to update the model geometry.
- We will project the existing, 10-year, and buildout system capacity needs by applying the existing customer base and growth projections reviewed as part of Task 1.1. The growth evaluation will consider probable new development, re-development, and new service area annexations.
- We will utilize the model to simulate operation of the existing trunk lines under flow conditions for existing and future demands.
- We will use computer program output to identify areas where capacity deficiencies currently exist, including pipes and pump stations. We will then revise the existing City model to account for projected 10-year and buildout demand conditions. The revised model will then hydraulically simulate operation of the existing trunk lines under flow conditions for projected future build-out conditions. We will evaluate the results of the hydraulic analyses and identify areas where capacity deficiencies are projected to occur.

Task 1.3 – Perform System Analysis. The objective of this task is to identify the most cost-effective improvements that will resolve the system deficiencies identified in Task 1.2.

We will modify the revised computer model to simulate alternative improvements that will mitigate the identified capacity deficiencies. Potential structural improvements may include installing parallel pipes, replacing undersized pipes with new larger pipes, and increasing lift station capacities. Any maintenance related projects identified by City staff will be added to the list of recommended projects at this time.

Task 1.4 – Develop a Capital Facilities Plan. We will develop a sewer system Capital Facilities Plan that can be used by City personnel for budgeting and planning purposes. We will meet with City personnel to develop project prioritization criteria for recommended improvements, develop cost estimates for recommended sewer system improvements, and prioritize needed improvements based on whether deficiencies currently exist or are related to future development. We will then develop an implementation schedule for the recommended capital improvements. The implementation schedule will be used to update the cost estimates of each improvement to reflect the time value of money. Projects will be accompanied by a project cut sheet detailing the specific data associated with each project.

Task 1.5 – Progress and Coordination Meetings. We will prepare for and attend progress meetings once every two weeks during the project to discuss progress and get feedback from the City. The time for these meetings will be split between discussing this sewer master plan update and a corresponding storm drain master plan update.

Task 1.6 – Prepare Master Plan Report. We will develop a user-friendly report that summarizes the results of the study, references, figures, tables, and documents the procedures that were used to develop the master plan. The CFP will be included within the master plan. We will provide the City with a draft copy of the report for internal review and use with stakeholder coordination. Following the completion of Task 1.7, we will prepare a final CFP report and will provide the City with up to ten paper copies as well as a PDF copy.

Task 1.7 – Coordination with Stakeholders. We will distribute copies of the draft Master Plan report to stakeholders and affected entities (identified by the City), and will organize, prepare for, and attend a meeting including all stakeholders to obtain comments. We will work with City staff to address comments from the stakeholders in the final CFP report. To support the adoption of impact fees once the Draft IFFP and IFA have been completed (see Tasks 2 and 3), we will also prepare for and attend a City Council meeting and a public hearing to answer questions and discuss impacts of proposed design criteria, recommended improvements, and updates to the impact fees.

Task 1 Deliverables:

1. Draft Master Plan Report for review
2. Final Master Plan Report (up to ten paper copies and a PDF copy)

Task 2 – Sewer IFFP Update

We will update the Sewer IFFP by completing the following specific activities.

Note that all meetings and coordination with Stakeholders for Tasks 2 and 3 is accounted for in the scope for Task 1.

Task 2.1 – Develop Impact Fee Facilities Plan. With the development of an updated CFP developed in Task 1, BC&A will have nearly all the information necessary to subsequently update the IFFP (e.g. required system projects with estimates of project costs, understanding of which projects are required to eliminate existing deficiencies or raise the level of service and which projects are required to service future growth). The City will identify those system level projects which have already been completed with their respective costs. From the CFP and the information from the City, BC&A will identify the subset projects eligible for impact fees in an IFFP in accordance with State law. The assumed planning window is 10 years.

Task 2.2 – Assess Value of Surplus Capacity. Using the existing facilities inventory developed as part of Task 1.1, we will identify the value of surplus capacity in existing facilities based on actual costs and in accordance with State law.

Task 2.3 – Prepare IFFP Report. We will develop a user-friendly report that summarizes the IFFP, references figures and tables, and documents the procedures that were used to develop the IFFP. Included in this report will be a written certification of the IFFP in accordance with the requirements of Utah Code 11-36a. We will provide the City with a draft copy of the report for internal review. Following the completion of the public hearing in Task 1.7, we will prepare a final IFFP report and will provide the City with up to ten paper copies and a PDF copy.

Task 2 Deliverables:

1. Draft IFFP Report for internal review
2. Final IFFP Report (up to ten paper copies and a PDF copy)

Task 3 – Sewer IFA Update

We will update the Sewer IFA by completing the following specific activities.

Note that all meetings and coordination with Stakeholders for Tasks 2 and 3 is accounted for in the scope for Task 1.

Task 3.1 – Develop Impact Fee Analysis. With the development of an updated IFFP developed in Task 2, BC&A will have most of the information necessary to subsequently update the IFA. Historic costs obtained in previous tasks will be included to calculate a buy-in fee for existing infrastructure and future costs will be used for the Impact Fee Facilities Plans projects.

Task 3.2 – Prepare IFA Report. We will develop a user-friendly report that summarizes the IFA, references, figures, and tables, and documents the procedures that were used to develop the IFA. Included in this report will be a written certification of the IFA in accordance with the requirements of Utah Code 11-36a. We will provide the City with a draft copy of the report for internal review. Following the completion of Task 1.7, we will prepare a final IFA report and will provide the City with up to ten paper copies and one PDF.

Deliverables:

1. Draft IFA Report for internal review
2. Final IFA Report (up to ten paper copies and one PDF)

Task 3.3 – Include Supplemental Connection Fee Areas. To facilitate administration of supplemental connection fee areas, BC&A will include a section and graphic at the end of the IFA which shows the impact fee service area and the supplemental connection fee areas (if any). Supplemental connection fees are the result of separate pioneering arrangements made with specific first-in developers who have provided project level infrastructure that has the potential to benefit adjacent future developments and for which, costs are recoverable to the developer. These supplemental connection fee areas are not part of the impact fees, nor do they have any effect on impact fees. However, because supplemental connection fees are collected at the same time as impact fees, this information will be provided for the convenience of City staff and developers.

Deliverables:

1. All information regarding existing supplemental connection areas will be provided by the City to BC&A for inclusion in the back of the report.

Task 4 – Update Existing Capacity based on Allocated Connections Map

The City recently updated their code to not allow new sewer connections to be approved if they are upstream of a sewer deficiency when considering units which are allocated within its sewer area (but not necessarily connected). This is different from the existing conditions scenario provided as part of Task 1 because it only considers units which are already connected to the system. In order to account for units which are not yet connected but have already been approved, BC&A will provide an updated map showing areas which would be out of capacity if all allocated units were to be connected. This will be included as an appendix in the Capital Facilities Plan.

FEE

We propose to complete this scope of work under the terms and conditions of our General Services Agreement with the City and based our current hourly rates, with the total fee not to exceed \$47,500 as shown in the attached fee estimate.

City of Saratoga Springs

TO 24.3 - Sewer Master Plan Update

4-Apr-24

								Subtotal Hours	Subtotal Labor	Subtotal Expenses	Total Cost
	Labor Category	Clerical III	Tech Writer III	Tech V	Engineer II	Engineer V PM/PR	Engineer X PIC				
	Staff	Snow	Hilbert	Riggs	Fica	Dietrich	Larson				
	Labor Rate	\$99	\$111	\$140	\$143	\$170	\$229				
Task No.	Task Description										
1	Sewer CFP Update										
1.1	Collect and Review Existing Information				20	4		24	\$ 3,540.00	\$ -	\$ 3,540.00
1.2	Update System Model				24	8	2	34	\$ 5,250.00	\$ 16.00	\$ 5,266.00
1.3	Perform System Analysis				8	2		10	\$ 1,484.00	\$ -	\$ 1,484.00
1.4	Develop a Capital Facilities Plan				14	6		20	\$ 3,022.00	\$ -	\$ 3,022.00
1.5	Progress and Coordination Meetings	4			14	14		32	\$ 4,778.00	\$ 107.50	\$ 4,885.50
1.6	Prepare CFP Report	4	6		24	10	4	48	\$ 7,110.00	\$ 200.00	\$ 7,310.00
1.7	Coordination with Stakeholders				8	8	2	18	\$ 2,962.00	\$ 62.50	\$ 3,024.50
	Sub-Total	8	6	0	112	52	8	186	\$ 28,146.00	\$ 386.00	\$ 28,532.00
2	Sewer IFFP Update										
2.1	Develop Impact Fee Facilities Plan				12	8		20	\$ 3,076.00	\$ -	\$ 3,076.00
2.2	Assess Value of Surplus Capacity				6	4		10	\$ 1,538.00	\$ -	\$ 1,538.00
2.3	Prepare IFFP Report	2	3		16	6	2	29	\$ 4,297.00	\$ 100.00	\$ 4,397.00
	Task 2 Sub-Total	2	3	0	34	18	2	59	\$ 8,911.00	\$ 100.00	\$ 9,011.00
3	Sewer IFA Update										
3.1	Develop Impact Fee Analysis				10	8		18	\$ 2,790.00	\$ -	\$ 2,790.00
3.2	Prepare IFA Report	2	3		12	6	2	25	\$ 3,725.00	\$ 80.00	\$ 3,805.00
3.3	Include Supplemental Connection Fee Areas				6	4		10	\$ 1,538.00	\$ -	\$ 1,538.00
	Task 3 Sub-Total	2	3	0	28	18	2	53	\$ 8,053.00	\$ 80.00	\$ 8,133.00
4	Update Existing Capacity based on Allocated Connection										
4	Update Existing Capacity based on Allocated Connection			0	8	4		12	\$ 1,824.00	\$ -	\$ 1,824.00
	Task 3 Sub-Total	0	0	0	8	4	0	12	\$ 1,824.00	\$ -	\$ 1,824.00
	Total Hours	12	12	0	182	92	12	310			
	Total Cost	\$ 1,188	\$ 1,332	\$ -	\$ 26,026	\$ 15,640	\$ 2,748		\$ 46,934.00	\$ 566.00	\$ 47,500.00

See attached scope of work for budgetary assumptions

RESOLUTION NO. R24-34 (5-7-24)

**A RESOLUTION APPROVING A TASK ORDER WITH BOWEN &
COLLINS FOR UPDATES TO THE CITY'S SANITARY SEWER IFFP-
IFA**

WHEREAS, the City Council of the City of Saratoga Springs has found it in the public's interest to obtain services from Bowen and Collins (BC) for updates to its Impact Fee Facilities Plan and Impact Fee Analysis (IFFP-IFA's); and

WHEREAS, on April 5, 2024 the City received task orders from BC for updates to its Impact Fee Facilities Plan and Impact Fee Analysis (IFFP-IFA's); and

WHEREAS, the City Council has determined that approving the task orders with BC 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 executing task orders with BC Engineering for updates to the City's Sanitary Sewer Impact Fee Facilities Plan and Impact Fee Analysis in the amount of \$47,500.

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

Passed on the 7th of May, 2024.

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

Jim Miller, Mayor

Attest: _____
Nicolette Fike, City Recorder



City Council Staff Report

Author: Jeremy D. Lapin, Public Works Director

Subject: Multi-Hazard Mitigation Plan Update

Date: May 7, 2024

Type of Item: Resolution

Description: Award of Contract

A. Topic:

This item is for the approval of a Contract with Synergy to provide the City of Saratoga Springs a revised Multi-Hazard Mitigation Plan (MHMP) that outlines the natural hazards, potential City losses, and recommended mitigation strategies for the community.

B. Background:

The City of Saratoga Springs is vulnerable to various natural risks (notably fire, flooding, and earthquakes) all of which can pose potential threats to the populace and critical infrastructure. In response, the City commissioned a Multi-Hazard Mitigation Plan (MHMP) in adherence to Federal Law 44 CFR. The existing plan has expired and requires revision to continue to be valid. The revised plan aims to specifically mitigate fire-related vulnerabilities, bolster flood resilience measures, and implement seismic safeguards. The plan will be utilized by the City in the determination and planning of future projects, grant applications, and public outreach efforts for many years.

C. Analysis:

The City solicited bids from qualified firms for the project. Four firms submitted proposals – Chloeta Fire LLC, IEM, ISC, and Synergy. The review committee reviewed the proposals and determined that Synergy's was the best of the four proposals. All proposals met the scope requirements of the RFP however, it was the price proposal from Synergy as well as their proposed work plan which became the determining factor.

D. Fiscal Impact:

The funding for this project was allocated with the FY2024 fiscal year budget but in GL 34-4000-600. No budget amendment will be needed to cover the proposed contract. Project expenditures are 90% reimbursable through the FEMA Grant awarded to the City for this project.

E. Recommendation

Staff recommends the City Council approve awarding the project to Synergy in the Amount of \$37,615.00 for the Multi-Hazard Mitigation Plan Update Project.

SARATOGA SPRINGS MULTI-HAZARD MITIGATION PLAN RENEWAL PROJECT

1. NOTICE TO PROFESSIONALS

Through this **Request for Proposals** (RFP), the City of Saratoga Springs (hereinafter the 'City') is soliciting competitive sealed proposals from Engineering, Environmental, or other qualified firms (hereinafter the 'Consultant') to provide a revised Multi-Hazard Mitigation Plan (MHMP) that outlines the natural hazards, potential City losses, and recommended mitigation strategies for the community. The city intends to compare and evaluate all eligible proposals and select the most qualified firm as outlined in subsection 4.13 EVALUATION CRITERIA of this request. This is a Request for Proposals only and should not be interpreted as a solicitation or contract for services. Submittals should be comprehensive, concise, and directly responsive to the format as outlined in this RFP.

2. BACKGROUND

The City of Saratoga Springs is vulnerable to various natural risks (notably fire, flooding, and earthquakes) all of which can pose potential threats to the populace and critical infrastructure. In response, the City commissioned a Multi-Hazard Mitigation Plan (MHMP) in adherence to Federal Law 44 CFR. The existing plan has expired and requires revision to continue to be valid. The revised plan aims to specifically mitigate fire-related vulnerabilities, bolster flood resilience measures, and implement seismic safeguards. The plan will be utilized by the City in the determination and planning of future projects, grant applications, and public outreach efforts for many years.

3. SCOPE OF WORK

The City is requesting services to assess, update, and revise its Multi-Hazard Mitigation Plan (MHMP). This project aims to evaluate and enhance the existing plan to effectively address a spectrum of natural hazards faced by the City, including fire, flooding, and earthquakes. The consultant will thoroughly review, revise, expand, and align the MHMP with previous projects, current issues, and future risks.

The Consultant will actively participate in and conduct public meetings, perform risk assessments, and establish targeted mitigation measures. These will be collected and compiled into a comprehensive plan in full compliance with the Federal Emergency Management Agency (FEMA) guidelines and Federal Law 44 CFR.

The services provided shall include, but not necessarily be limited to, those outlined below:

- A. **Meetings and Outreach:** The Consultant will be responsible for arranging and conducting the planning meetings with the City during the contract period. Meetings should correspond with the planning process: 1-Kick off meeting, 2- Risk assessment review meeting, 3-Mitigation development meeting, 4-draft review meeting. Additional meetings should be included for public commentary and outreach on the assessment.
- B. **Data Research and Collection:** The Consultant will review, discuss, document, and update the risk assessment portion of the current Mitigation Plan using GIS and other relevant data for the vulnerability assessment. This must include but is not limited to: Identifying hazards that impact the planning area, profiling hazards that can impact the area to understand consequences, identifying infrastructure that is vulnerable to losses and or damages by the identified hazards, and estimating the potential losses that can result from the identified hazards.
- C. **Development of Mitigation Strategies:** The Consultant will review, discuss, document and update mitigation efforts, activities, and strategies. Specific, high-level projects will be identified with costs estimated.
- D. **Complete Draft Plan Update:** Complete the plan and send the completed draft plan to DEM and Saratoga Springs for review. The Consultant will review and revise the draft plan addressing all comments from the public, Utah DEM, City staff, and FEMA. The Consultant will then send the completed plan to FEMA for review and work with Saratoga Springs, Utah DEM and FEMA to address all of FEMA review comments. The final plan will be submitted to Saratoga Springs for adoption.

4. INSTRUCTIONS TO PROPOSERS

4.1 PROJECT TIMETABLE

The following timetable has been established for this project. *LATE PROPOSALS WILL NOT BE ACCEPTED.*

- A **MANDATORY** Pre-Proposal Meeting will be held **December 13th, TIME**, City Hall 1307 N. Commerce Drive. Alternatively, the meeting may be attended virtually using the following link: **(Insert Zoom/Teams Link)**
- Proposals must be submitted by 3:00 p.m. on January 5th, 2024 on UP3.
- Kickoff Meeting/Commencement of Design Work January 12th, 2024 (projected)
- Report complete and ready for adoption no later than September 30th, 2024

4.2 PRE-PROPOSAL SITE VISIT

Proposers are encouraged to familiarize themselves with the City and the surrounding area.

4.3 PROPOSALS EVALUATION

The procedure for response to this RFP, evaluation of proposals, and selection of the Consultant is as follows:

1. Interested entities will prepare and submit their proposals according to the Project timetable contained in Subsection 4.1
2. The City and/or its representatives will evaluate all submitted proposals in accordance with the evaluation criteria as outlined in Subsection 4.13.
3. A Professional Services Agreement incorporating the provisions, terms and conditions of this RFP will be executed between the City and the selected Consultant.

4.4 PROPOSAL SUBMISSION

Each respondent must submit their full proposal to **UP3 in a pdf format**. The pdf containing the proposal must be clearly labeled "SEALED PROPOSAL – Saratoga Springs Multi-Hazard Mitigation Plan Renewal".

4.5 PROPOSAL ORGANIZATION AND CONTENT

Proposal Guidelines: Proposals should be no more than 8 pages (8.5" x 11") in length and contain the following information:

1. **Transmittal Letter:** This shall be a one-page summary of the proposal and identify the individual(s) who would be the firm's lead person(s) in completing work under this agreement. The letter shall include the signature of the person authorized to obligate the firm or joint venture. The signature of the authorized representative attests that the information contained in the proposal is truthful, accurate, and complete at the time of submittal. The letter shall also include the following:
 - a. A statement that the respondent will comply with all terms and conditions as indicated in the RFP.
 - b. A statement indicating whether the respondent is a corporation or other legal entity.
 - c. A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
 - d. A certification statement to the effect that the person signing the proposal is authorized to do so, on behalf of the respondent.

- e. Names of the key contact persons with their titles and telephone numbers. Also, indicate first and second backup contact persons if the person signing the proposal is not available to take a call from the City.
- f. Name and complete mailing address of the respondent along with telephone number and fax number.

2. Qualifications and Experience:

- a. Summary of qualifications and relevant experience of firm and key personnel assigned to this project with emphasis placed on similar projects.
- b. Resumes of available staff and resources.

3. Project Approach: A detailed description of the approach the Consultant will take to complete the project identifying areas of risk and the ways the Consultant will mitigate those risks.

4. Fee and Schedule: Proposals shall include the Consultant's fee for the project including all tasks associated with the scope and project approach. For each of the design activities as outlined in Section 3, submit a Worksheet showing tasks and staff hours, staff classification, and billing rates of each staff member assigned. A proposed schedule shall also be included.

- a. The City anticipates that the contract will be based on a lump sum fee.

4.6 ORAL PRESENTATION

As part of the proposal evaluation process and at the city's discretion, selected proposers may be invited to make oral presentations to the City. These presentations must be made by the same project team personnel who will be assigned to the project should the proposer be awarded a contract.

4.7 SUBMITTAL OWNERSHIP

All proposals (and the information contained therein) shall become the property of the City. Proposers should carefully consider the items submitted before submitting items that would not be disposable to the proposer. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the City. No proposal shall be returned to the respondent regardless of the outcome of the selection process. Cost for developing proposals and making proposal presentations are entirely the responsibility of the proposer and shall not be chargeable in any manner to the City.

4.8 CITY USE OF PROPOSAL IDEAS

The City reserves the right to use any or all ideas presented. Selection or rejection of the proposal does not affect this right.

4.9 QUESTIONS AND CLARIFICATIONS

Questions regarding this RFP should be submitted in writing and be directed to:

Jeremy Lapin – Public Works Director & City Engineer

JLapin@saratogaspringscity.com

Business Hours: M-Th 7:00 a.m. to 6:00 p.m.; F 8:00 a.m. to 5:00 p.m. MDT

Telephone: 801-766-9793 ext. 137

4.10 ACCEPTANCE OF PROPOSAL

A. The City reserves the right to reject any or all proposals for any reason and or waive minor irregularities when to do so would be in the best interests of the City. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.

B. The responding party agrees that the City may terminate this procurement procedure at any time, and the City shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

4.11 DISQUALIFICATION OF PROPOSAL

A. The City reserves the right to reject any and all proposals received by reason of this RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the City. The City may or may not award a contract solely on the basis of this RFP and will not pay for the information solicited or obtained. The information obtained will be used in determining the proposal that best meets the City's needs and is the most advantageous proposal received. No oral, telegraphic or telephonic proposals or modifications will be considered.

B. The occurrence of any of the following may result in disqualification of a proposal:

1. Failure to respond by the established submission deadline.
2. Failure to completely answer all questions posed in the RFP.
3. Use of any other type of form or format other than those indicated in the RFP.
4. Failure to provide requested documentation at the time of proposal submission.
5. Illegible responses.
6. If the proposer adds any provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award, or any other unauthorized conditions, limitations or provisions.
7. If the proposer is unable to evidence a satisfactory record of integrity.
8. If the proposer is not qualified legally to contract.

The City reserves the right to reject any or all proposals

4.12 WITHDRAWAL OF PROPOSAL

The proposal may be withdrawn upon request by the proposer, without prejudice, prior to, but not after, the time fixed to receive proposals.

4.13 EVALUATION CRITERIA

A. All requirements identified in this RFP must be satisfied to ensure that the proposal will qualify for consideration. The City desires to receive proposals from firms that demonstrate operational and technical qualifications and capabilities.

B. All proposals will be evaluated by representatives of the City to identify the proposal that best meets the needs of the City as set forth in the RFP. A component-based system will be used to evaluate all proposals. A brief description of each component includes:

1. Qualifications and Experience: This category represents an evaluation of the Consultant's demonstrated experience with similar design projects having similar challenges as described in the scope of work.
2. Key Personnel: This category deals with the experience level of the key personnel proposed to work directly on this project and the proposer's willingness and demonstrated ability to work effectively

with the City. Experience relates to the overall assessment of the proposer's assigned personnel. Evaluation will be based on resumes that are provided, direct contact with identified current and previous clients, submitted information in response to the RFP, and oral interviews if deemed necessary.

3. Project Approach: This category represents an evaluation of the Consultant's plan for managing the project including information acquisition, preliminary and final design, and bidding.
4. Fee Proposal and Schedule: This category will evaluate the Consultant's proposed fees as well as the proposed schedule.

5. GENERAL REQUIREMENTS

5.1 AMENDMENTS

No oral modifications or amendments to this RFP shall be effective. If it becomes necessary to revise any part of the RFP, an addendum will be provided to all who received an RFP.

5.2 EMPLOYMENT STATUS VERIFICATION

Consultant shall register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act. Consultant shall, by contract, require its contractors, subcontractors, contract employees, staffing agencies, or any contractors regardless of their tier to register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act.

Consultant shall also agree to abide by the Federal and State regulations pertaining to Equal Opportunity Employment that requires project participants not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. The City will make every effort to ensure all bidders are treated fairly and equally throughout the entire advertisement, review, and selection process.

5.3 COMPENSATION FOR SERVICES

The City intends to enter a professional services contract covering the projects outlined in this RFP. Failure of the successful proposer to enter a written contract may result in cancellation of the award. Compensation for the services rendered will be based on a task completion basis and may not exceed the fees provided in the response to this proposal.

5.4 NON-COLLUSION

Consultant shall guarantee that the proposal submitted is not a product of collusion with any other bidder and no effort has been made to fix the proposal price of any bidder or to fix any overhead, profit, or cost estimate of any proposal or its price.

5.5 OMISSIONS

Should the RFP not contain sufficient information for the firm to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the RFP are not clear or contradictory, the Consultant may obtain written clarification from the City at least 24 hours prior to the required time and date for proposal submission. The Consultant shall include a copy of the written clarification with its submission.

City of Saratoga Springs, UT

Proposal for the Saratoga Springs Multi-Hazard Mitigation Plan Renewal Project

Due Date: February 13, 2024



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TRANSMITTAL LETTER

February 13, 2024

RE: Response to RFP for the Saratoga Springs Multi-Hazard Mitigation Plan Renewal Project

Dear Selection Committee:

We are pleased to submit our proposal to the City of Saratoga Springs in response to its Request for Proposal (RFP) for the Saratoga Springs Multi-Hazard Mitigation Plan Renewal Project. The Hazard Mitigation Plan (HMP) update presents an essential opportunity for the city to continue to increase its resilience to hazards. This updated HMP will enable your community to guide future budgetary and planning efforts to allow for the implementation of hazard mitigation actions, reducing long-term risk to hazards.

Synergy Disaster Recovery (Synergy) brings a highly qualified and experienced team to assist the city with this important HMP update. As unprecedented amounts of federal and state mitigation grant monies become available, it is vital that communities have a well-defined strategy, and identified mitigation actions, to leverage these funds. Our team is here to make the planning process as effortless as possible, while still delivering a custom HMP tailored to the specific needs and values of the city's communities.

Our team of experts will successfully update and revise the City of Saratoga Springs' HMP to meet and exceed all FEMA, State, and most importantly, local requirements and expectations. The updated HMP will empower the city and participating local governments to reduce local hazard risks, while achieving development goals reflecting the continued population growth expected across the city.

Synergy is providing the following statements as requested in the RFP:

- Synergy will comply with all terms and conditions as indicated in the RFP.
- Synergy is a limited liability company based out of Colorado.
- Synergy does not discriminate in any of its employment practices.
- Andre Duart, signature below, is authorized to sign this proposal.
- Key contact: proposed Project Manager Michael Garner, Director of Planning (mgarner@synergy-dr.com / 303.710.9498)

We welcome the opportunity to support the City of Saratoga Springs in this dynamic planning process and trust our team's collective experiences will prove beneficial and valuable.

Sincerely,

SYNERGY DISASTER RECOVERY, LLC



Andre Duart - President/COO | ADuart@Synergy-DR.com
(954) 465-8084 | 2730 Bristlecone Court, Lafayette, CO 80026

QUALIFICATIONS AND EXPERIENCE



NATIONWIDE STATE & LOCAL HAZARD MITIGATION PLANS
2010-Ongoing

SERVICES PROVIDED:

- Risk & Vulnerability Assessment
- Mitigation Strategy Development
- Public Engagement
- Workshop Facilitation
- Plan Development
- Lifeline Integration
- Data Analytics
- CWPP Integration

REFERENCE:
Available Upon Request

PLANNING

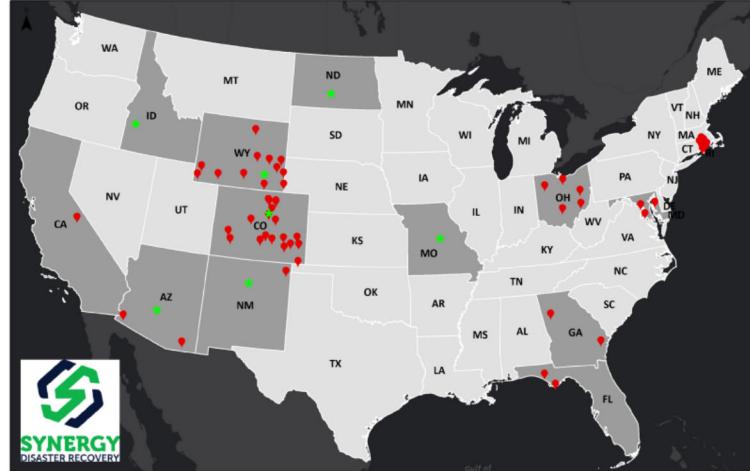


HAZARD MITIGATION PLANS

For over ten years, Synergy Disaster Recovery's experts have been supporting local and state clients in developing FEMA-approved hazard mitigation plans.

Our intimate knowledge of state and local community planning, hazard assessments, and GIS analysis gives us the insight to deliver a community-supported, implementable hazard mitigation plan. We perform localized risk and vulnerability assessments, facilitate true community engagement, and help to develop robust hazard mitigation strategies to serve as a roadmap for increased local resiliency.

The following graphic depicts state and local HMPs that our Planning Program staff have developed across the nation since 2010.



★ State HMP • Local HMP ■ Synergy Team Experience

Our Synergy staff have been **leading the development of HMPs since 2010**, as shown in the previous graphic. Over that time, we have seen first-hand how FEMA Headquarters' and FEMA Region VIII's requirements and preferences relating to HMPs have evolved. The City of Saratoga Springs can trust that our team understands everything necessary to develop a comprehensive, inclusive plan, that can obtain **FEMA approval**. This is very important to keep in mind, as recent FEMA policy changes have dramatically changed the planning requirements for HMP updates.

Our team brings detailed experience developing HMPs, most recently for the following communities: Lake, Montrose, Pueblo, Elbert, Fremont, Weld, and Custer Counties (Colorado) and Wyoming Regions 2, 3, 7, and 4. We respect that every community has diverse characteristics and brings different values and goals to the table, which is why we ensure everyone has a seat. Working with our clients, we have gained an understanding of the unique struggles and challenges communities face, especially those seeing increased development and population growth.

Unlike our competitors, we bring first-hand experience assisting communities in preparing for and pursuing the complex web of available federal and state grant funding. Pre-disaster mitigation grant funding has seen exponential growth in recent years, with FY22 funding amounts exceeding \$2.3B (double that of the previous year). This presents an incredible opportunity for communities to bridge the gap between planning and implementation.

As a disaster recovery firm, our on-going experiences assisting communities during post-disaster recovery and overseeing mitigation implementation daily help us to bring a **different perspective to mitigation planning**. We understand the big picture and know the importance of focusing on identifying mitigation actions that are implementable and eligible for these grant monies.

Project Team

Our staff have been leading the development of local and state HMPs for over 10+ years, with successful clients located across numerous states and FEMA Regions. In total, our Synergy staff have led development of **12 state HMPs (4 'Enhanced') and over 60 local HMPs** across our state and nation.

We have assembled our project team from Synergy's roster of qualified emergency management and planning professionals. All of our proposed project work will occur in-house and no work will be subcontracted.

Michael Garner, CFM – Project Manager, Lead Planner, Technical Specialist

Mr. Garner is a nationally recognized hazard mitigation and emergency management planning expert who serves as the Director of Planning for Synergy Disaster Recovery. He brings nearly 20 years of local, state, and federal experience leading and supporting hazard mitigation, long-term recovery, emergency management, and community resiliency planning. Throughout his career, he has provided pre- and post-disaster technical support to communities across the country. **Mr. Garner specializes in state and local hazard mitigation plans**, having served as project manager for plans

impacting over 350 communities across the nation. His experience working across many rural & urban communities across the Western U.S. provides a valuable perspective to his clients.

An advocate of collaborative public outreach and transparent planning processes, he has facilitated and coordinated meetings hosting the public, focus groups, local stakeholders, and local, state, and federal officials. He also currently serves as a technical specialist for supporting community long term recovery efforts across the nation. Through these efforts, **he is well versed on mitigation grant applications and management**. Mr. Garner spent much of his early career assisting FEMA in implementing several public programs focused on the National Flood Insurance Program.

Elizabeth Bannister – Community Planner / Hazards Analyst

Ms. Bannister is an emergency management planner and is **currently supporting HMP updates across the States of Colorado and Wyoming**. She holds a bachelor's degree in Geography with an emphasis on environment and society. Her education and career experience working with diverse populations on creating plans, hazard assessments, and exercises allows Ms. Bannister to contribute to comprehensive planning, with an emphasis on community facilitation.

McKenzie Parrot – Community Planner / Data Analyst

Ms. Parrot currently serves as a Senior Recovery Specialist with experience in hazard mitigation planning, FEMA's Grants Portal, PAPPG, applicant engagement, GIS, data entry, research, procurement reviews, and survey design. **She has supported HMP development for multiple counties across Colorado and the western United States.**

References

Our team strongly encourages the City of Saratoga Springs and members of the Selection Committee to contact any of our firm's or planning program staff's previous and current clients. Below are our most recent and applicable project references.

Custer County, CO

Adrian Washington – Utah Forestry, Fire, and State Lands - Southeast Area Manager / (435) 210-4578 / abwashington@utah.gov / Services: Countywide Multi-Governmental HMP Update (2021-2023) - at that time Mr. Washington served as the County's Director of Emergency Management, five Plan adoptees / Project Manager: Michael Garner

Elbert County, CO

Shane Pynes – Director of Emergency Management / (720) 618-0478 / shane.pynes@elbertcounty-co.gov / Services: Countywide Multi-Governmental HMP Update (2022 – 2023), seven Plan adoptees / Project Manager: Michael Garner

Lake County, CO

Claire Skeen – Director of Emergency Management / (719) 427-7785 / cskeen@lakecountyco.gov / Services: Countywide Multi-Governmental HMP Update (2023 – present), two Plan adoptees / Project Manager: Michael Garner

Fremont County, CO

Mykel Kroll – Director of Emergency Management / (719) 276-7422 /
mykel.kroll@fremontco.com / Services: Countywide Multi-Governmental HMP Update
(2020 – 2021), seven Plan adoptees / Project Manager: Michael Garner

PROJECT APPROACH

Our team has in-depth experience profiling and assessing all natural and human-caused hazards potentially impacting the city. We will coordinate closely with the **planning team** to perform localized risk assessments, facilitate inclusive community engagement, and develop a strong, well-rounded hazard mitigation strategy to serve as a **roadmap for increasing local resiliency**.

The following sections break down our project approach into four distinct, yet interrelated, tasks. It is important to point out that FEMA issued their **updated Local Mitigation Planning Policy Guide (April 2022)** and these planning requirements went into effect in April of 2023. Our team is one of the first in the nation to have received FEMA approval under this new policy. We are excited to leverage these lessons learned to help ensure the City of Saratoga Springs works towards meeting these new requirements starting on day one of the project. This will ensure no surprises or issues in receiving FEMA approval during the final project stages.

Task 1: Meetings and Outreach

One of the first steps is to schedule a **pre-kickoff meeting**. The purpose of this meeting is to allow the city's project manager and/or leadership team to familiarize themselves with our team and the tasks at hand. We will facilitate this and all future meetings, workshops, and other activities. As part of these facilitation efforts we will develop all materials needed, in addition to handling any technological, software, and coordination needs. Additionally, we propose utilizing a combination of virtual and in-person events.

Following the pre-kickoff meeting, in coordination with the city, we will compile the **planning team roster** for review based on the current and prospective participants discussed. This roster will be expanded over the course of the planning process, as additional stakeholders are identified.

As part of the updated FEMA HMP requirements, emphasis is placed on expanding outreach to elected officials, neighboring jurisdictions, land owners, dam owners, regional stakeholders, state agencies, numerous community sectors, underserved populations, and those with regulatory authority for development.

Following the pre-kickoff meeting, we will schedule the project's **kickoff workshop** with the planning team. During this meeting, we will learn how the planning team views the multi-governmental HMP update processes and present information on planning regulations, participation requirements, as well as the project scope and schedule. We will review past HMP maintenance and implementation, plan integration activities, and discuss the public involvement plan. The planning team will be asked for input on

recent hazard events since the last plan and resources for best available data to use in the risk assessment.

As a follow-up to the kickoff meeting, we will be providing a copy of our **Local Government HMP Workbook**. This workbook contains all requests for input and data that will be solicited during the planning process. This will allow the planning team to clearly see all requests and will help to facilitate the collection of this information.

Following discussions during the kickoff meeting, our team will draft the project's **Public Involvement Strategy plan**. This plan will document the various public touchpoints over the course of the HMP's development, specifying the preferred tools, events, and resources for both outreach and engagement. We will coordinate with the planning team to further refine this document, identifying opportunities to inform and engage the public regarding this planning process. Obtaining input from the leads of other recent local planning processes is also a potential opportunity to build upon past community planning successes.

The second planning team meeting will be a **hazard risk workshop**, where we will present the results of the risk assessment (Task 2).

The risk assessment presents an opportunity to invite the public to participate in the plan development process. Our team will solicit input from the public through a **public online survey** on how hazards, and their perception of hazards, influence their lives, homes, and businesses. Through this survey, we will also begin to solicit the public's ideas for mitigation actions and projects to consider including in this HMP update.

The third planning team meeting will be a **mitigation strategy workshop**. This all-inclusive workshop will focus on finalizing development of an updated mitigation strategy, including new and continuing mitigation actions to be included in the updated HMP.

Aligned to this workshop will be a **public open house**. This event will allow our team to present all of the HMP inputs to your community and to obtain specific input relating to the HMP's updated mitigation strategy.

Task 2: Data Research and Collection (Assessing Risk)

Our team will coordinate with the planning team as we conduct a multi-hazard risk assessment that evaluates and updates all potential hazards that may affect plan participants. This **risk assessment** is the fundamental building block of mitigation planning.

Following the pre-kickoff meeting, our team will initiate **data collection** activities. At the kickoff meeting, our team will discuss planning data needed to create this plan successfully. The data will include the best available data related to hazards, risks, vulnerabilities, community Lifelines / assets, mitigation capabilities (e.g., plans, policies, and programs), future climate conditions, development in hazard prone areas, building codes, National Flood Insurance Program (NFIP) property data, past hazard mitigation efforts, and hazard events since the last update. We will always attempt to utilize the

best available geospatial (GIS) data, when possible, which will result in a more accurate risk assessment.

We will conduct a review of all community plans, emergency documents, studies, ordinances, comprehensive plans, and other related data that should be incorporated, integrated with, or referenced as part of the HMP.

Our team will ensure that this new plan update aligns with the State's HMP. We will supplement this content and data with information from other local, state, and federal sources to ensure the use of best available data to support the planning process.

This **hazard profile and risk assessment** will include a description of the hazard, including location, extent, potential impacts, previous occurrences, probability of future events, and the anticipated impacts of future climate adaptation and development.

We will work with the city's GIS staff to acquire or develop a comprehensive inventory of buildings, infrastructure, and critical facilities (Lifelines) located in identified hazard areas and will display this information in GIS maps and tabular summaries, as data permits.

Once the hazards and assets have been profiled and located, our team will estimate **potential losses** for those hazards with available data and established loss modeling techniques. We will develop maps and databases to illustrate the most at-risk locations for the planning area by hazard. Our GIS specialists utilize **FEMA's Hazus software** to estimate risk and losses for earthquake and flood hazards. We currently use the recently released Hazus 6.0.

Task 3: Development of Mitigation Strategies

All previous inputs from the planning process will inform the updated **mitigation strategy**.

Our team will coordinate a **mitigation capability assessment** of the city. We will collect information about existing mitigation programs, policies, regulations, funding, and plans. This will include a review of current building codes, hazard overlay districts, zoning and subdivision code, and other mitigation measures currently in effect for those local governments with land use authority. The planning team can then assess those activities and measures that are already in place and identify potential gaps that could lead to new mitigation actions.

The previous HMPs **mitigation goals and objectives** will be re-evaluated. In addition, we will revisit the goals and objectives from other plans and documents, at the local, state, and federal levels. The alignment of goals and objectives with those of federal and state programs may allow for improved strategic positioning to obtain future funding.

We will then assist the planning team in identifying a comprehensive range of potential **mitigation actions** to reduce the effects of all hazards. Per FEMA requirements each hazard must have a specific action documented in the HMP. These actions will address the impact of hazards on new, as well as existing buildings and infrastructure.

Action ideas will be collected by our team over the course of the planning process and organized into a detailed list by hazard. This **Mitigation Action Menu** will combine ideas from the public, planning team, other planning documents, and industry best practices.

Our team will guide planning team members in understanding FEMA's four defined categories of mitigation measures (local plans and regulations, structure and infrastructure projects, natural systems protection, and education and awareness programs). We will also coordinate development of **project ranking criteria** - a "scoring" system - to prioritize potential projects, ensure they are achievable, and reflect the priorities of the local governments and their stakeholders.

Our team will coordinate with the planning team to **report on past mitigation actions**. The status of those actions in the current plan will be reflected in the update.

Once mitigation actions are developed and reported on, we will synthesize this information into our **Action Tracker Tool**. This custom database can be used by the planning team following the project for action tracking, prioritization, community reporting, and future losses avoided analysis across the city.

Developing an updated plan maintenance process will ensure the HMP remains up to date and relevant over the next five years. These procedures include monitoring, evaluating, and updating the plan within a five-year cycle, as well as incorporating continued public and stakeholder involvement throughout the plan maintenance process. Coordinating with the planning team, we will identify an improved plan maintenance process to retain mitigation momentum and to simplify the next five-year plan update cycle.

Task 4: Complete Draft Plan Update

Upon completion of the risk assessment (Task 2), we will develop the **draft risk and vulnerability assessment chapter** for planning team review and comment.

Upon completion of the mitigation strategy update (Task 3) we will prepare a complete first draft of the plan, which will include a description and documentation of the planning process. We will also devote efforts over the course of the project towards streamlining this updated HMP. Often, over the course of multiple plan updates, these HMP documents grow large and become unusable. Our team is a proponent of ensuring that HMPs are succinct and to the point, to encourage their use, review, and reference.

Once complete, the **preliminary draft** will be reviewed internally for adherence to the FEMA local plan review tool. All of our products go through a peer review process to ensure quality deliverables for our clients. After our internal review, the preliminary draft will be submitted to the planning team for review and comment. We will incorporate these comments into a **public draft**, to distribute to stakeholders and the public for review and comment. This will be the final component of the Public Involvement Strategy.

Based on feedback from the public comments, our team will develop a **final draft** HMP to be submitted to Utah DEM and FEMA. This will include a completed FEMA local plan review tool showing how the updated HMP meets the requirements of the Disaster Mitigation Act of 2000, 44 CFR §201.6 and all newly released FEMA guidance documents. Any comments will be resolved in coordination with the planning committee. Upon federal approval, we will coordinate with the city to adopt the HMP.

Electronic, bookmarked versions of the final plan will be provided in both Word (.docx) and .pdf. Our team will also deliver all supporting materials as part of the **final deliverables**, including meeting materials (and sign-in sheets), public engagement materials, survey results, spreadsheets, maps, GIS data, and related project files.

FEE AND SCHEDULE

Synergy proposes the following fixed-price, not to exceed cost of: **thirty-seven thousand, six hundred and fifteen dollars**. These costs include all labor and travel / other direct costs. This proposal and cost remain valid for 90 days following bid opening.

HMP Tasks	Michel Garner Project Manager \$146/hr	Elizabeth Bannister Community Planner \$66/hr	McKenzie Parrot Community Planner \$82/hr	Cost
Task 1 Hours	60	16	4	\$12,359
Task 2 Hours	32	60	32	\$11,256
Task 3 Hours	24	24	16	\$6,400
Task 4 Hours	16	40	32	\$7,600
Total:	132	140	84	\$37,615

Our proposed timeline is flexible, and we look forward to further refining the schedule with the city.

- Pre-kickoff meeting: March 2024
- Kickoff workshop: April 2024
- Risk assessment: March-June 2024
- Hazard risk workshop: June 2024
- Mitigation strategy workshop & open house: August 2024
- Preliminary & public draft: September 2024
- Final draft / Utah DEM and FEMA review: October-December 2024

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 10 day of April, 2024, by and between the **City of Saratoga Springs**, a municipal corporation of the State of Utah, 1307 North Commerce Drive, Suite 200, Saratoga Springs, UT 84045 ("City"), and Synergy Disaster Recovery, LLC ("Consultant"), 2730 Bristlecone Court, Lafayette, Colorado 80026.

PURPOSE: The City desires to obtain consulting services from an experienced professional for the purpose of updating the hazard mitigation plan. The City issued a Request for Proposals, a copy of which is attached as **Exhibit "A"** and incorporated as a part of this Agreement. The Consultant has submitted a Proposal, including a Fee Proposal, dated February 13, 2024, which is attached to this Agreement as **Exhibit "B"** and incorporated as part of this Agreement. The Consultant has considerable experience and the ability to perform the services required herein. The City has selected the Consultant to provide such consulting services in an experienced, professional and competent manner as an independent contractor of the City in accordance with the City's Request for Proposal, the Consultant's Proposal, including the Consultant's Fee Proposal, and the following terms. The Consultant represents it has the necessary expertise and experience to perform the services requested by the City, and that it is properly qualified and licensed in the State of Utah for this work.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

AGREEMENT TERMS

1. GENERAL DESCRIPTION OF THE WORK AND SERVICES.

1.1. Nature and Location of the Project. The Project shall be defined as a FEMA Approved Update to the City's Hazard Mitigation Plan ("Project"). The Scope of Project Work is set forth in the Request for Proposals dated December 13, 2023 and Consultant's Proposal dated February 13, 2024, as attached hereto as **Exhibits "A" and "B."** To the extent that this Consulting Services Agreement document conflicts in any way with **Exhibit "A"** or **Exhibit "B"**, the Consulting Services Agreement shall control. To the extent that there is a conflict in the terms of **Exhibits "A" and "B"**, **Exhibit "A"** shall control.

1.2. Services of Consultant. City hereby agrees to retain Consultant, and Consultant hereby agrees to perform the following services:

1.2.1. Consultant accepts professional consulting responsibility to design and prepare plans for the construction of the Project and to then act as a consultant to the City during the construction of the Project in accordance with the terms of this Agreement. Consultant agrees that upon becoming aware of any fault, defect or deficiency in Consultant's work, Consultant shall immediately notify the City Representative of each deficiency in writing and shall correct any such deficiency.

1.2.2. Consultant shall provide periodic progress reports throughout the Project.

1.2.3. Consultant shall assign or designate Michael Garner as Consultant's Project Manager. He/she or any successor as Consultant's Project Manager shall coordinate the progress of the Project and cooperate with the City Representative.

1.2.4. Consultant's services hereunder shall, to the best of its knowledge, information and belief, conform in all details and designs with all applicable Federal, State, and City laws, regulations, and ordinances.

1.2.5. Consultant shall provide a complete set of design plans and specifications and subsequent construction engineering, which both shall meet City standards, for the project as detailed in section 1.1, and the attachments referenced therein.

1.2.6 All utilities identified by reasonable record search by the Consultant within the Project limits and their relationship to the design work shall be shown on the plans.

1.3. Defects. Consultant will use its best efforts to prevent defects or deficiency in the Project work and the work of contractors in connection therewith. Consultant will promptly correct and notify the City Representative of any defects or deficiency in the Project Consulting work.

1.4. Reviews. City requires that the Consultant meet with the City Representative or other representatives as needed and at such other times as the City Representative shall reasonably request. Said reviews will be used to discuss the status of the Project and for review and comment on the design plans and specifications.

1.5. Basic Services versus Additional or Special Services. As used herein,

1.5.1 "*Basic Services*" shall mean all services of Consultant including those specified in Section 1.1 through 1.4, and Section 2, which shall be paid for as specified in Section 5.2.1;

1.5.2 "*Additional or Special Services*" shall mean any services not provided for under Basic Services, and shall be paid for only pursuant to prior written authorization by the City as provided in Section 5.2.2 hereof. Any work done or expense incurred by Consultant without such prior written authorization shall be performed at Consultant's sole risk.

1.6. Standards of Performance: The Consultant shall perform its services in a manner consistent with any and all applicable professional and technical standards for consulting work of this nature. The Consultant shall also conduct itself in accordance with the most recent edition of Professional Conduct Guidelines of the American Consulting Engineers Council.

2. BASIC SERVICES. The following describes the Consultant's Basic Services for the project:

2.1. Plan Development Phase. Consultant shall prepare all plan updates and submit them for review, direction and approval by the Department overseeing the Project and the City Representative.

2.2. Respond to Communications, Meetings. Consultant shall promptly and fully respond to communications from the City Representative about the project work, and shall meet with the City Representative about the project as often as the City Representative shall request

3. COMPENSATION.

3.1. Total Fees. Except for authorized Additional or Special Services, the total compensation payable to the Consultant by the City for the services described in this Agreement shall not exceed the

Lump Sum Fee of \$37,615.00 as per exhibit "B." Payment for "Additional or Special Services" shall be made pursuant to the provisions of 4.2.2, or as otherwise agreed to in writing by the parties.

3.2. Method of Payment. The City shall pay the Consultant as follows:

3.2.1. Not-to-Exceed Fee for Basic Services. Payment for services shall be made upon submission by Consultant of a detailed invoice for services performed and costs incurred and meeting the requirements of this Agreement. Each invoice shall set out in reasonable detail the work performed. The City shall make payment to Consultant within thirty (30) days of receiving a statement, but not more frequently than monthly, and only upon written certification from the City Representative.

3.2.2. Additional or Special Services. Payment for "Additional or Special Services of the Consultant" must be authorized in advance and in writing by the City Manager. A summary showing estimated service and cost data for each Additional Service requested shall be submitted to the City for written approval prior to commencement of work on that Additional Service. The City shall not be obligated to reimburse the Consultant for costs incurred in excess of the estimated cost set forth in that summary, and the Consultant shall not be obligated to continue work or to incur costs in excess of the estimated cost until the City notifies the Consultant in writing that the estimated cost therefore has been increased. Each invoice shall set out in reasonable detail the work each individual performed in hours and tenths, the date the work was performed, the name of the individual, his hourly rate, and the name of the project and of reasonable costs incurred necessary to the project. The City shall make payment to Consultant within thirty (30) days of receiving a statement, but not more frequently than monthly, and only upon written certification from the City Representative.

3.3 Inspection/Audit.

3.3.1. Obligation to Maintain Accounts and Records. Consultant shall maintain for three (3) years all books, documents, papers, accounts, time sheets and other records pertaining to Consultant's costs incurred. Such records shall be prepared and maintained under generally-recognized accounting principles.

3.3.2. City's Right to Inspect Work and Records. Consultant shall make such records available at its offices at all reasonable times during the contract period and for three (3) years from the date of final payment under this contract, for the inspection of the City and its duly-authorized agents and employees. Such inspection, review or audit may be made by the City at any time during normal working hours and without notice. Consultant agrees to furnish copies of any such documents to the City—at no cost to City—if requested to do so.

3.4 Final Payment. Upon City's issuance of a check noted as "Final Payment," and upon Consultant's depositing, cashing, or endorsing such check, Consultant shall release and indemnify the City and make no further claims against the City for any unpaid work performed by Consultant.

4. **WARRANTIES BY CONSULTANT.** Consultant represents and warrants to City that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform

this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state or municipal laws. Consultant further warrants that it will defend its work—and indemnify City—if negligent and that it will correct any identified deficiency in its work, at no additional cost to the City.

5. PERIOD OF PERFORMANCE.

5.1. Commencement. The Consultant agrees that contract time shall be counted from the first working day following the date the City's written authorization to proceed is received by Consultant, unless noted otherwise. Consultant shall commence work on the first phase and diligently pursue said phase to completion. Consultant shall not commence work on any subsequent phase until written authorization to proceed is forwarded by the City. Consultant shall work diligently to the completion of the Project and any Additional Services requested by the City from the time services commence.

5.2. Work Schedule. Except as may be changed in writing by the City, the Consultant shall provide the work and services described herein as per exhibit "A". This schedule will be refined as part of the project's kickoff meeting.

5.4 The time identified above shall be exclusive of City review time. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

5.5 Termination, Suspension or Abandonment.

5.5.1 Termination. The City may terminate this Agreement at any time upon seven (7) calendar days written notice in the event the services of the Consultant, in the judgment of the City, are unsatisfactory, because of the Consultant's failure to prosecute the work with diligence or within the time limit specified, or in the event the Consultant, in the sole judgment of the City, has materially breached this Agreement; provided, however, that after receiving the City's written notice, Consultant shall have five (5) working days in which to cure any such deficiency.

5.5.2 Suspension or Abandonment. The right is reserved by the City to suspend or abandon this Agreement at any time upon seven (7) calendar day's written notice at the sole discretion of the City.

5.5.3 Payment. In the event of termination, suspension, or abandonment, the City shall pay the Consultant for services performed according to this Agreement up to the time of such termination, suspension, or abandonment, so long as such services meet the requirements of this Agreement. All work accomplished by the Consultant prior to the date of such termination shall be recorded, and tangible work documents shall be transferred to and become the sole property of the City. If the Project is resumed after being suspended for more than three (3) months, the Consultant's compensation shall be subject to renegotiation.

6. CITY REPRESENTATIVE. The City Representative shall assist in the administrative management of this Agreement, ensure that the work to be performed by Consultant is timely and adequately performed, and provide City approvals—except as otherwise provided herein—as may be required by this Agreement or the nature of the work. The City Representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion. Except as specifically provided herein (e.g., Additional or Special Services, *see § 3.2.2.*), the City's Representative shall be Jeremy D. Lapin at the address listed below. No other City

employee or contractor shall be recognized as the City Representative unless otherwise specified in advance and in writing another employee or contractor as the City Representative. Such advance written notice shall specify the matter for which that person will act as the City Representative and the duration of that representation.

7. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered, mailed (certified or otherwise, postage pre-paid), or sent by facsimile transmission to the parties at the following addresses:

Andre Duart, President
Synergy Disaster Recovery
2730 Bristlecone Court
Lafayette, CO 80026
ADuart@Synergy-DR.com

Jeremy Lapin, PE
Public Works Director
City of Saratoga Springs
1307 N. Commerce Drive, Suite 200
Saratoga Springs, Utah
jlapin@saratogasprings-ut.gov

8. DIRECTION OF WORK.

8.1. Written Communication. Consultant shall not make any alterations or variations in or additions to or omissions from the Project or terms of this contract without the prior written consent of the City. All City submittals, acceptances, rejections, or recommendations must be in writing and Consultant shall not rely on any verbal communication.

8.2. Review. The City shall have the right to review all plans, specifications, submittals, and other work product of Consultant and hereby retains the right to request Consultant to make reasonable modifications, which modifications shall be made without any additional cost to the City.

8.3. Changes or Amendments. Any changes or amendments resulting in additional time required to be spent by Consultant in carrying out the change shall be by written change order signed by the City Representative. All such changes shall have complete approval by the City prior to the initiation of any such change. Any change made without such prior agreement, if accepted in writing by City, shall be deemed covered by the compensation and time provided for Basic Services in this Agreement and paid for only as provided in Section 3.

8.4. Disputes.

8.4.1. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within ten (10) calendar days from the date of receipt or three (3) days after mailing of such decision, the Consultant shall mail or otherwise furnish the City a written appeal addressed to the City Manager. In connection with any appeal proceeding under this clause, the Consultant will be afforded an opportunity to be heard and to offer evidence in support of its appeal.

Pending final decision of a dispute hereunder, the Consultant will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City Manager shall be final and conclusive.

8.4.2. If the decision of the City Manager does not resolve the dispute, the dispute shall be subject to mediation. The Consultant may demand mediation by serving a written notice stating the essential nature of the dispute and the amount of time or money claimed, and requiring that the mediation take place within sixty (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon in writing. After notice, both parties shall participate in good faith in the mediation of all disputes and no action or suit may commence unless the mediation does not occur within ninety (90) days after service of notice, or the mediation has occurred but did not resolve the dispute, or a statute of limitation would elapse if suit was not filed prior to sixty (60) days after service of notice. Both parties shall equally share the costs of mediation.

9. OWNERSHIP AND USE OF DOCUMENTS.

9.1 CONSULTANT's analyses, reports, maps, field data, calculations, estimates, and other similar documents prepared by CONSULTANT for delivery to City under this Agreement shall become the property of the City upon full payment of CONSULTANT's invoices. Any rights granted to Consultant under this Agreement shall not affect City's exclusive ownership of the work product. Consultant retains the right to maintain a copy of all documents prepared under this Agreement and recognizes they are not to be used for any other purposes than intended under this Agreement. In no event shall the CONSULTANT be liable for any loss of profit, penalties, or any consequential or incidental damages as a result of the use or reuse of the documents by the City should they be used for any other purpose than authorized by this Agreement..

9.1.1. All plans, estimates and miscellaneous items purported to contribute to the completeness of the Project shall be delivered to and become the sole and exclusive property of the City.

9.1.2. All such items which become the property of the City may at any time be used by the City for any purpose it desires. The City shall assume responsibility for any other use of this material.

9.2 Documents: All completed original reproducible reports, and other original documents prepared by the Consultant in the performance of the Consultant's services shall be the property of the City, and the Consultant shall, upon the request of the City, deliver such documents to the City. The Consultant may retain and use copies of the documents. The City agrees to hold harmless, indemnify and defend the Consultant against all third party damages, claims, expenses and losses arising out of any reuse on other projects by the City of the plans, specifications and documents if the City does not obtain the written authorization of the Consultant for their reuse.

10. **ASSIGNMENT, SUBCONTRACT.** None of the services covered by this Agreement shall be subcontracted or assigned without the prior written approval of City.

11. **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT.** The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Consultant pursuant to this

Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with the Consultant. Any materials for which Consultant claims a privilege from disclosure shall be marked as "Confidential" and accompanied by a statement from Consultant explaining Consultant's claim of exemption from disclosure. The City will make reasonable efforts to notify Consultant of any requests made for disclosure of documents submitted under a claim of confidentiality. Consultant may, at Consultant's sole expense, take any appropriate actions to prevent disclosure of such material. Consultant specifically waives any claims against the City related to disclosure of any materials required by GRAMA.

12. CONFIDENTIALITY. Consultant agrees that, except as directed by City, it will not at any time during or after the term of this Agreement disclose any information or document provided by the City which the City has designated as confidential to any person whatsoever and that upon the termination of this Agreement it will turn over to City all documents, papers, and other matter in its possession or control designated confidential that relate to City. Consultant further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

13. INSURANCE AND INDEMNIFICATION.

13.1. Insurance. Consultant, at its own cost and expense, shall secure and maintain the following policies of insurance:

13.1.1. Insurance meeting the requirements set forth in Exhibit "A" attached hereto.

13.1.2. Valuable paper insurance in an amount sufficient to insure the restoration of any plans, drawings, field notes or other similar data related to the work covered by the Agreement, in the event of their loss or destruction until such time as the final submission by the Consultant has been made and accepted by the City. Evidence that the City has been endorsed as a named additional insured shall be provided to the City.

13.2. Indemnity.

13.2.1. The Consultant shall indemnify and hold harmless the City, its officers, agents, employees and volunteers, from and against all damages, costs or expenses, in law or equity, including attorney's fees that may at any time arise or be set up because damages to property, bodily injury, personal injury or claims for environmental impairment or pollution remediation received by reason of or in the course of performing Work which may be occasioned by any willful, negligent or wrongful acts or omissions of the Consultant, any of the Consultant's employees or any subcontractor or the Consultant violation of statutory law, administrative regulation, breach of this Agreement or failure of performance hereunder. The City will not be held liable for any accident, loss or damage to the Works prior to its completion and acceptance.

13.2.2. City shall be responsible for any negligent performance or failure of performance by City or any of its agents.

13.2.3. In the event that the City's tender of its defense, based upon the foregoing, is rejected by Consultant, and Consultant is later found by a court of competent jurisdiction to have been negligent as aforesaid, Consultant agrees to pay City's reasonable costs, expenses and attorney's fees incurred in proving such negligence, defending itself, and enforcing this indemnity provision.

13.2.4. In the event that the Consultant's tender of its defense, based upon the foregoing, is rejected by City, and City is later found by a court of competent jurisdiction to have been negligent as aforesaid, City agrees to pay Consultant's reasonable costs, expenses and attorney's fees incurred in proving such negligence, defending itself, and enforcing this indemnity provision.

13.3. Limitation of Liability. Both parties (Consultant and City) agree to limit liability due to professional negligence and to any liability arising out of or relating to this Agreement to One Million Dollars (\$1,000,000) or the amount specified in the professional, automotive, or general liability coverage in place at the time of this agreement whichever is greater.

14. GOVERNMENTAL IMMUNITY. Except for the City's obligations of indemnification as set forth in paragraph 13.2.2 above, 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. §§ 63-30d-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.

15. INTERPRETATION, COURT. The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Utah applicable to agreements executed and to be performed solely within Utah. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the Fourth District Court of the State of Utah in any litigation arising out of this Agreement.

16. FORCE MAJEURE. Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, acts of any governmental entity having jurisdiction over the parties and/or the subject matter of this Agreement (other than those governmental entities named as parties or beneficiaries to this Agreement), or other events beyond the reasonable control of the other or the other's employees and agents. In the event either party claims that performance of its obligation is prevented or delayed by such cause, that party shall promptly notify the other party of that fact and the circumstances preventing or delaying performance.

17. SEVERABILITY; WAIVER. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach of the same by the other party.

18. ENTIRE AGREEMENT; AMENDMENTS. This Agreement represents the entire and integrated agreement between the City and the Consultant, and supersedes all prior negotiations, representations or agreements, whether written or oral, regarding the subject matter contained in this document. The Agreement may be amended only by written instrument duly executed by all parties.

19. INDEPENDENT CONTRACTOR. Consultant acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. Consultant shall not enter into any contract or commitment on behalf of City. Consultant further acknowledges that it is not considered an affiliate or subsidiary of City, and is not entitled to any City employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

20. TITLES AND CAPTIONS. The titles of captions of this Agreement are for convenience only and shall be deemed part of this Agreement and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

SARATOGA SPRINGS

Name: _____

ATTEST:

Name: _____

CONSULTANT

By Andre Duwart
Title President

CONSULTANT ACKNOWLEDGMENT

Colorado
STATE OF UTAH)

Boulder, ss.
County of Utah)

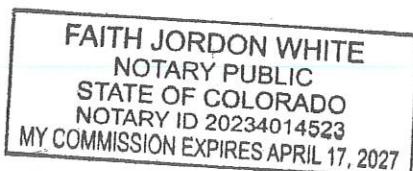
On the 10 day of April, 2024, personally appeared before me Andre Duwart who did say that he/she is the President of Synergy Disaster Recovery a Colorado [state] corporation/LLC, and that the foregoing instrument was signed in behalf of said corporation/LLC by authority its Board of Directors/Members, and said person acknowledged to me that said corporation/LLC executed the same.

Faith White, Boulder, CO
NOTARY PUBLIC, residing in:

Faith Jordan White

My Commission Expires:

April 17, 2027



RESOLUTION NO. R24-35 (5-7-24)

**A RESOLUTION APPROVING AWARDING CONTRACT TO
SYNERGY FOR THE MULTI-HAZARD MITIGATION PLAN UPDATE
PROJECT**

WHEREAS, the City Council of the City of Saratoga Springs has found it in the public's interest to obtain services from qualified professional firms to provide services for the Multi-Hazard Mitigation Plan (MHMP) Update project; and

WHEREAS, on January 11, 2024 the City send a posted request for proposals (RFP) to SciQuest in order to obtain services from qualified professional firms; and

WHEREAS, on February 13, 2024 the City received proposals from four firms in response to the RFP; and

WHEREAS, the proposals were reviewed by staff based upon the evaluation criteria identified in the RFP the City's review committee recommended selecting Synergy; and

WHEREAS, the City Council has determined that awarding the project to Synergy 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 an agreement with Synergy for professional services related to the Multi-Hazard Mitigation Plan (MHMP) Update project the amount of \$37,615.00.

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

Passed on the May 7, 2024.

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

Jim Miller, Mayor

Attest: _____
Nicolette Fike, City Recorder



City Council Staff Report

Author: Jeremy D. Lapin, Public Works Director

Subject: Seismic Retrofit of Facilities

Date: May 7, 2024

Type of Item: Resolution

Description: Award of Contract

A. Topic:

This item is for the approval of a Contract with WSP to provide designs and specifications for the seismic retrofit for components of existing utility buildings vital to the City's infrastructure.

B. Background:

The City of Saratoga Springs is actively addressing seismic vulnerabilities in several infrastructure facilities. The City collaborated with Utah's Division of Emergency Management (DEM) to apply for a Federal Emergency Management Agency (FEMA) grant to pursue that goal. This initiative aims to retrofit several locations, including drinking water well houses, booster pump stations, sewer lift stations, and the public works building.

C. Analysis:

The City solicited bids from qualified firms for the project. Two firms submitted proposals – Bowen & Collins and WSP. The review committee reviewed the proposals and determined that WSP's was the best of the proposals. All proposals met the scope requirements of the RFP however, it was the price proposal from WSP as well as their proposed work plan which became the determining factor.

D. Fiscal Impact:

The funding for this project was allocated with the FY2024 fiscal year budget but in GL 35-4000-758. No budget amendment will be needed to cover the proposed contract. Project expenditures are 90% reimbursable through the FEMA Grant awarded to the City for this project.

E. Recommendation

Staff recommends the City Council approve awarding the project to WSP in the Amount of \$10,368.00 for the Seismic Retrofit Project.

ENGINEERING SERVICES AGREEMENT

March 7, 2024

THIS AGREEMENT is made and entered into as of this ~~April 19, 2018~~, by and between the **City of SARATOGA SPRINGS**, a municipal corporation of the State of Utah, 1307 North Commerce Drive, Suite 200, Saratoga Springs, UT 84045 ("City"), and WSP USA BUILDINGS INC. ("Engineer"), 6510 S Millrock Dr, Suite 225, Salt Lake City, UT 84121

PURPOSE: The City desires to obtain design services from an experienced professional for the purpose of ensuring compliance to the City of Saratoga Springs Standards and Specifications and all applicable building codes for Saratoga Springs Seismic Retrofit Project. The Engineer has submitted a Proposal, including a Fee Proposal dated February 13, 2024, which is attached to this Agreement as **Exhibit "A"** and incorporated as part of this Agreement. Engineer has considerable experience and the ability to perform the services required herein. The City has selected the Engineer to provide such consulting and engineering services in an experienced, professional and competent manner as an independent contractor of the City in accordance with the City's Request for Proposal, the Engineer's Proposal, including the Engineer's Fee Proposal, and the following terms. Engineer represents it has the necessary expertise and experience to perform the services requested by the City, and that it is properly qualified and licensed in the State of Utah for this work.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

AGREEMENT TERMS

1. GENERAL DESCRIPTION OF THE WORK AND SERVICES.

1.1. Nature and Location of the Project. The Project shall be defined as the Saratoga Springs Seismic Retrofit Project. To the extent that this Engineering Services Agreement document conflicts in any way with **Exhibit "A"**, the Engineering Services Agreement shall control.

1.2. Services of Engineer. City hereby agrees to retain Engineer, and Engineer hereby agrees to perform the following services:

1.2.1. Engineer accepts professional engineering responsibility to design and prepare plans for the construction of the Project and to then act as a consultant to the City during the construction of the Project not to exceed 12 hours in accordance with the terms of this Agreement. Engineer agrees that upon becoming aware of any fault, defect or deficiency in Engineer's work, Engineer shall immediately notify the City Representative of each deficiency in writing and shall provide corrective measures as needed.

1.2.2. Engineer shall provide periodic progress reports throughout the Project.

1.2.3. Engineer shall assign or designate Kevin Milleras Engineer's Project

Manager. He/she or any successor as Engineer's Project Manager shall coordinate the progress of the Project and cooperate with the City Representative.

1.2.4. Engineer's services hereunder shall, to the best of its knowledge, information and belief, conform in all details and designs with all applicable Federal, State, and City laws, regulations, and ordinances.

1.2.5. In accordance with industry standard of care, Engineer shall provide a complete set of design plans and specifications and subsequent construction engineering, which both shall meet City standards, for the project as detailed in section 1.1, and the attachments referenced therein.

1.2.6 All utilities identified by reasonable record search by the Engineer within the Project limits and their relationship to the design work shall be shown on the plans.

1.3. Defects. Engineer will use its professional efforts to detect defects or deficiency in the Project work. Engineer will promptly notify the City Representative of any defects or deficiency in the Project work.

1.4. Reviews. City requires that the Engineer meet with the City Representative or other representatives as needed and at such other times as the City Representative shall reasonably request up to three one-hour meetings. Said reviews will be used to discuss the status of the Project and for review and comment on the design plans and specifications.

1.5. Basic Services Versus Additional or Special Services. As used herein,

1.5.1 "*Basic Services*" shall mean all services of Engineer including those specified in Section 1.1 through 1.4, and Section 2, which shall be paid for as specified in Section 4.2.1;

1.5.2 "*Additional or Special Services*" shall mean any services not provided for under Basic Services and shall be paid for only pursuant to prior written authorization by the City as provided in Section 4.2.2 hereof. Any work done or expense incurred by Engineer without such prior written authorization shall be performed at Engineer's sole risk.

1.6 Standards of Performance: The Engineer shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Engineer shall also conduct itself in accordance with the most recent edition of Professional Conduct Guidelines of the American Consulting Engineers Council.

2. **BASIC SERVICES.** The following describes the Engineer's Basic Services for the project:

2.1. Construction Document Phase. Engineer shall prepare all necessary photos, general notes and details and submit them for review and approval by the Department overseeing the Project and the City Representative.

2.2 2.2 Respond to Communications, Meetings. Engineer shall promptly and fully respond to communications from the City Representative about the project work and shall meet with the City Representative about the project up to three one-hour meetings.

3. DESIGN STANDARDS.

3.1. Compliance with and Identification of Applicable Design Standards. The Engineer shall provide specifications that meet or exceed the City's current design standards and specifications. Design shall endeavor to conform to the most recent edition of;

2021 International Building Code [IBC]
2021 International Mechanical Code [IMC]
2021 International Plumbing Code [IPC]
2021 International Energy Conservation Code [IECC]
2021 International Fuel Gas Code [IFGC]
2021 International Fire Code [IFC]
2014 National Electrical Code [NEC]

ANSI A117.1 Accessibility Standards and other standard specifications as they may apply. If City becomes aware of any failure of Engineer's design or plans to conform to such standards, it shall promptly so inform the Engineer. Engineer shall then have **7** calendar days to cure such defect.

Engineer shall submit electronic copies of photos, general notes and details in the original and pdf formats.

3.2 Records. Upon termination of the Agreement, Engineer shall deliver to the City, in an orderly and expedient manner and within ten (10) calendar days, all records, documentation, record drawings and materials prepared for or belonging to the City.

4. COMPENSATION.

4.1. Total Fees. Except for authorized Additional or Special Services, the total compensation payable to the Engineer by the City for the services described in this Agreement shall not exceed the Lump Sum Fee of \$10,368 + reimbursable travel expenses as per exhibit "A." Payment for "Additional or Special Services" shall be made pursuant to the provisions of 4.2.2, or as otherwise agreed to in writing by the parties.

4.2. Method of Payment. The City shall pay the Engineer as follows:

4.2.1. Not-to-Exceed Fee for Basic Services. Payment for services shall be made upon submission by Engineer of a detailed invoice for services performed and costs incurred and meeting the requirements of this Agreement. Since the funding sources are different for the Project, billing for each respective project must be billed separately. Each invoice shall set out in reasonable detail the work performed. The City shall make payment to Engineer within thirty days of receiving a statement, but not more frequently than monthly, and only upon written certification from the City Representative.

4.2.2. Additional or Special Services. Payment for "Additional or Special Services of the Engineer" must be authorized in advance and in writing by the City Manager. A summary showing estimated service and cost data for each Additional Service requested shall be submitted to the City for written approval prior to commencement of work on that Additional Service. The City shall not be obligated to reimburse the Engineer for costs incurred in excess of the estimated cost set forth in that summary, and the Engineer shall not be obligated to continue work or to incur costs in excess of the estimated cost until the City notifies the Engineer in writing that the estimated cost therefore has been increased. Each invoice shall set out in reasonable detail the work each individual performed in hours and tenths, the date the work was performed, the name of the individual, his hourly rate, and the name of the project and of reasonable costs incurred necessary to the project. The City shall make payment to Engineer within thirty days of receiving a statement, but not more frequently than monthly, and only upon written certification from the City Representative.

4.3 Inspection/Audit.

4.3.1. Obligation to Maintain Accounts and Records. Engineer shall maintain for three (3) years all books, documents, papers, accounts, time sheets and other records pertaining to Engineer's costs incurred. Such records shall be prepared and maintained under generally recognized accounting principles.

4.3.2. City's Right to Inspect Work and Records. Engineer shall make such records available at its offices at all reasonable times during the contract period and for three (3) years from the date of final payment under this contract, for the inspection of the City and its duly authorized agents and employees. Such inspection, review or audit may be made by the City at any time during normal working hours and without notice. Engineer agrees to furnish copies of any such documents to the City if requested to do so.

4.4 Final Payment. Upon City's issuance of a check noted as "Final Payment," and upon Engineer's depositing, cashing, or endorsing such check, Engineer shall release and indemnify the City and make no further claims against the City for any unpaid work performed by Engineer.

5. PERIOD OF PERFORMANCE.

5.1. Commencement. The Engineer agrees that contract time shall be counted from the first working day following the date the City's written authorization to proceed is received by Engineer, unless noted otherwise. Engineer shall work diligently to the completion of the Project and any Additional Services requested by the City from the time services commence.

5.2. Work Schedule. See Exhibit "A" for proposed schedule starting February 26, 2024.

The time identified above shall be exclusive of City review time. 6.4. Termination, Suspension or Abandonment.

6.4.1 Termination. The City may terminate this Agreement at any time upon seven (7) calendar days written notice in the event the services of the Engineer, in the judgment of the City, are unsatisfactory, because of the Engineer's failure to prosecute the work with diligence or within the time limit specified, or in the event the Engineer, in the sole judgment of the City, has materially breached this Agreement; provided, however, that after receiving the City's written notice, Engineer shall have five working days in which to cure any such deficiency.

6.4.2 Suspension or Abandonment. The right is reserved by the City to suspend or abandon this Agreement at any time upon seven (7) calendar days written notice at the sole discretion of the City.

6.4.3 Payment. In the event of termination, suspension, or abandonment, the City shall pay the Engineer for services performed according to this Agreement up to the time of such termination, suspension, or abandonment, so long as such services meet the requirements of this Agreement. All work accomplished by the Engineer prior to the date of such termination shall be recorded, and tangible work documents shall be transferred to and become the sole property of the City. If the Project is resumed after being suspended for more than three (3) months, the Engineer's compensation shall be subject to renegotiation.

7. CITY REPRESENTATIVE. The City Representative shall assist in the administrative management of this Agreement, ensure that the work to be performed by Engineer is timely and adequately performed, and provide City approvals—except as otherwise provided herein—as may be required by this Agreement or the nature of the work. The City Representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion. Except as specifically provided herein (e.g., Additional or Special Services, *see* § 4.2.2.), the City's Representative shall be Mark T. Edwards at the address listed below. No other City employee or contractor shall be recognized as the City Representative unless Mark T. Edwards specifies in advance and in writing another employee or contractor as the City Representative. Such advance written notice shall

specify the matter for which that person will act as the City Representative and the duration of that representation.

8. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered, mailed (certified or otherwise, postage pre-paid), or sent by facsimile transmission to the parties at the following addresses:

Kevin Miller, Vice President – Director of Structural Engineering
WSP
6510 S Millrock Dr, Suite 225
Salt Lake City, Utah 84121

Mark T. Edwards, Capital Facilities Manager
City of Saratoga Springs
1307 N. Commerce Drive, Suite 200
Saratoga Springs, Utah 84045

9. DIRECTION OF WORK.

9.1. Written Communication. Engineer shall not make any alterations or variations in or additions to or omissions from the Project or terms of this contract without the prior written consent of the City. All City submittals, acceptances, rejections, or recommendations must be in writing and Engineer shall not rely on any verbal communication.

9.2. Review. The City shall have the right to review all plans, specifications, submittals, and other work product of Engineer and hereby retains the right to request Engineer to make reasonable modifications pertaining to the scope of work defined herein, which modifications shall be made without any additional cost to the City.

9.3. Changes or Amendments. Any changes or amendments resulting in additional time required to be spent by Engineer in carrying out the change shall be by written change order signed by the City Representative. All such changes shall have complete approval by the City prior to the initiation of any such change. Any change made without such prior agreement, if accepted in writing by City, shall be deemed covered by the compensation and time provided for Basic Services in this Agreement and paid for only as provided in Section 4.

9.4. Disputes.

9.4.1. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within 10 calendar days from the date of receipt or 3 days after mailing of such decision, the Engineer shall mail or otherwise furnish the City a written appeal addressed to the City Manager. In connection with any appeal proceeding under

this clause, the Engineer will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Engineer will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City Manager shall be final and conclusive.

9.4.2. If the decision of the City Manager does not resolve the dispute, the dispute shall be subject to mediation. The Engineer may demand mediation by serving a written notice stating the essential nature of the dispute and the amount of time or money claimed and requiring that the mediation take place within (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon in writing. After notice, both parties shall participate in good faith in the mediation of all disputes and no action or suit may commence unless the mediation does not occur within (90) days after service of notice, or the mediation has occurred but did not resolve the dispute, or a statute of limitation would elapse if suit was not filed prior to (60) days after service of notice. Both parties shall equally share the costs of mediation.

10. OWNERSHIP AND USE OF DOCUMENTS.

10.1 ENGINEER's design's drawings, analyses, reports, maps, field data, laboratory test data, calculations, estimates, and other similar documents prepared by ENGINEER for delivery to City under this Agreement shall become the property of the City upon full payment of ENGINEER's invoices. Any rights granted to Engineer under this Agreement shall not affect City's exclusive ownership of the work product. Engineer retains the right to maintain a copy of all documents prepared under this Agreement and recognizes they are not to be used for any other purposes than intended under this Agreement. In no event shall the ENGINEER be liable for any claims, damages, loss of profit, penalties, or any consequential or incidental damages as a result of the use or reuse of the documents by the City should they be used for any other purpose than authorized by this Agreement.

10.1.1. All tracings, plans, design, specifications, estimates and miscellaneous items purported to contribute to the completeness of the Project shall be delivered to and become the sole and exclusive property of the City. Engineer shall, with the assistance of the contractor's redlines of substantial alteration between bid plans and actual construction excluding only minor alterations, revise the original drawings to show the job "record drawings." Final payment will not be made until the City has received the above-described documents.

10.1.2. All such items which become the property of the City may at any time be used by the City for any purpose it desires. The City shall assume responsibility for any other use of this material.

10.2 Documents: All completed original reproducible reports, and other original documents prepared by the Engineer in the performance of the Engineer's services shall be the property of the

City, and the Engineer shall, upon the request of the City, deliver such documents to the City. The Engineer may retain and use copies of the documents. The City agrees to hold harmless, indemnify and defend the Engineer against all third-party damages, claims, expenses and losses arising out of any reuse on other projects by the City of the plans, specifications and documents if the City does not obtain the written authorization of the Engineer for their reuse.

11. ASSIGNMENT, SUBCONTRACT. None of the services covered by this Agreement shall be subcontracted or assigned without the prior written approval of City.

12. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Engineer pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with the Engineer. Any materials for which Engineer claims a privilege from disclosure shall be marked as "Confidential" and accompanied by a statement from Engineer explaining Engineer's claim of exemption from disclosure. The City will make reasonable efforts to notify Engineer of any requests made for disclosure of documents submitted under a claim of confidentiality. Engineer may, at Engineer's sole expense, take any appropriate actions to prevent disclosure of such material. Engineer specifically waives any claims against the City related to disclosure of any materials required by GRAMA.

13. CONFIDENTIALITY. Engineer agrees that, except as directed by City, it will not at any time during or after the term of this Agreement disclose any information or document provided by the City which the City has designated as confidential to any person whatsoever and that upon the termination of this Agreement it will turn over to City all documents, papers, and other matter in its possession or control designated confidential that relate to City. Engineer further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

14. INSURANCE AND INDEMNIFICATION.

Contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons, damage to property and the willful, wrongful or negligent misappropriation or mismanagement of funds which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance and bonds shall be included in the Contracting party's proposal.

A. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits no less than:

1. **PROFESSIONAL LIABILITY including ERRORS and OMISSION:** \$2,000,000 per claim and in the aggregate.
2. **AUTOMOBILE LIABILITY:** \$1,000,000 per occurrence. "Any Auto" coverage is required.
3. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:** Workers' compensation

statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$100,000 per occurrence.

B. NOTICE OF INCIDENT OR ACCIDENT

Contracting party shall agree to disclose to the City of Saratoga Springs, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I. General Liability and Automobile Liability Coverages

A. The City of Saratoga Springs, their officers, officials, employees are to be covered as an additional insured as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the contracting party; premises owned, leased, hired or borrowed by the contracting party. The coverage shall contain no special limitations on the scope of protection afforded to the City of Saratoga Springs, its officers, officials, employees or volunteers.

B. The contracting party's insurance coverage shall be a primary insurance as respects to the City of Saratoga Springs, its officers, officials, employees. Any insurance or self insurance maintained by the City, its officers, officials, employees shall be in excess of the contracting party's insurance and shall not contribute with it.

C Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Saratoga Springs its officers, officials, employees or volunteers.

D The contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

II. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City of Saratoga Springs, its officers, officials, employees and volunteers for losses arising from work performed by the contracting party for the City of Saratoga Springs.

III. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30 days' prior written notice by certified mail, return receipt requested, has been given to the City of Saratoga Springs.

D. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved by the Director of Risk Management.

E. VERIFICATION OF COVERAGE

Contracting party shall furnish the City of Saratoga Springs with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be furnished to and accepted by the City of Saratoga Springs before work commences.

G. SUBCONTRACTORS

Contracting party shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

15. GOVERNMENTAL IMMUNITY. Except for the City's obligations of indemnification as set forth in paragraph 13 above, 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. §§ 63-30d-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.

16. INTERPRETATION, COURT. The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Utah applicable to agreements executed and to be performed solely within Utah. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the Fourth District Court of the State of Utah in any litigation arising out of this Agreement.

17. FORCE MAJEURE. Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, acts of any governmental entity having jurisdiction over the parties and/or the subject matter of this Agreement (other than those governmental entities named as parties or beneficiaries to this Agreement), or other events beyond the reasonable control of the other or the other's employees and agents. In the event either party claims that performance of its obligation is prevented or delayed by such cause, that party shall promptly notify the other party of that fact and the circumstances preventing or delaying performance.

18. SEVERABILITY; WAIVER. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach of the same by the other party.

19. CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE CITY NOR THE ENGINEER, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUB-CONSULTANTS SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY TO THE PROJECT OR TO THIS AGREEMENT. THIS MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES SHALL INCLUDE, BUT IS NOT LIMITED TO, LOSS OF USE, LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF INCOME, LOSS OF REPUTATION AND ANY OTHER CONSEQUENTIAL DAMAGES THAT EITHER PARTY MAY HAVE INCURRED FROM ANY CAUSE OF ACTION INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF EXPRESS OR IMPLIED WARRANTY. BOTH THE CITY AND THE ENGINEER SHALL REQUIRE SIMILAR WAIVERS OF CONSEQUENTIAL DAMAGES PROTECTING ALL THE ENTITIES OR PERSONS NAMED HEREIN IN ALL CONTRACTS AND SUBCONTRACTS WITH OTHERS INVOLVED IN THIS PROJECT.

20. LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CITY AND THE ENGINEER, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CITY AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, SHAREHOLDERS, OWNERS, AND SUBCONSULTANTS FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES FROM ANY CAUSE OR CAUSES, INCLUDING ATTORNEYS' FEES AND COSTS AND EXPERT WITNESS FEES AND COSTS, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, SHAREHOLDERS, OWNERS AND SUBCONSULTANTS SHALL NOT EXCEED THE ENGINEER'S TOTAL FEES FOR SERVICES RENDERED ON THIS PROJECT. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW.

21. ENTIRE AGREEMENT; AMENDMENTS. This Agreement represents the entire and integrated agreement between the City and the Engineer, and supersedes all prior negotiations, representations or agreements, whether written or oral, regarding the subject matter contained in this document. The Agreement may be amended only by written instrument duly executed by all parties.

22. INDEPENDENT CONTRACTOR. Engineer acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. Engineer shall not enter into

any contract or commitment on behalf of City. Engineer further acknowledges that it is not considered an affiliate or subsidiary of City and is not entitled to any City employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

23. TITLES AND CAPTIONS. The titles of captions of this Agreement are for convenience only and shall be deemed part of this Agreement and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

SARATOGA SPRINGS

Name

ENGINEER

Miller, Kevin (USKM738246)
DNI: 00000000000000000000000000000000
OU=Email-Mailbox-00000000000000000000000000000000
OU=Users-OU-US-OU-WSPOObjects, DC=corp, DC=ptown, DC=pt
Location: Salt Lake City, UT
Comment: I agree to the terms defined by the placement of my signature on this
document.
Date: 2024.03.07 14:40:47-07:00

Vice President – Director of Structural
Engineering

EXHIBIT A

1. TRANSMITTAL LETTER

City of Saratoga Springs
1307 N Commerce Drive
Saratoga Springs, UT 84045

RE: Request for Proposal — Saratoga Springs Seismic Retrofit Project

We have developed a competitive proposal to support Saratoga Springs finding solutions to address the several seismic vulnerabilities at your facilities. Our experienced team brings specific expertise in structural assessment and retrofit projects on thousands of buildings nationwide.

The following proposal was developed based on our site visits and industry knowledge of how to efficiently complete the scope of work. Kevin Miller brings 29 years of structural design and project management experience and will serve as our project manager and main point of contact. As your project manager, he will team with you and your agency to provide an actionable and sound feasibility study with a structured plan to move forward on addressing your facilities seismic vulnerabilities. Per the RFP, detailed information about our firm is as follows:

- a. **Compliance with Terms and Conditions:** WSP Buildings USA complies with all terms and conditions as indicated in the RFP and has completed this proposal following the RFP requirements.
- b. **WSP Buildings USA, Inc. is a corporation.**
- c. **Affirmative Action Statement:** Our mission is to welcome everyone and create inclusive teams. We celebrate differences and encourage everyone to join us and be themselves at work. We are an equal opportunity employer. We are committed to diversity and inclusion and prohibit discrimination and harassment of any kind based on race, color, sex, religion, sexual orientation, national origin, disability, genetic information, pregnancy, or any other protected characteristic. Read more about our commitment to equal opportunities in our [Equal Opportunity and Affirmative Action Program Statement](#).
- d. **Authorized Signatory:** Mark Montgomery is an officer of the firm and has legal authority to sign this proposal.
- e. **Key Points of Contact:**
 - **Main Point of Contact:** Kevin Miller, Vice President - Structures Lead, kevin.miller@wsp.com, 678-662-4365
 - **Second Point of Contact:** Mark Montgomery, Senior Vice President - Property and Buildings District Business Line Leader, mark.montgomery@wsp.com, 303-815-4805
- f. **Firm Contact Information:** WSP Buildings USA, 6510 S Millrock Dr Suite 225, Salt Lake City, UT 84121, 385-274-5800

We look forward to working with you to keep the City of Saratoga Springs safe through accurate and expeditious engineering services. Mark Montgomery is an authorized representative and attests that the information contained in this proposal is truthful, accurate, and complete at the time of submittal. Please contact Kevin Miller should you have any questions concerning our proposal.

Sincerely,



Mark Montgomery
Senior Vice President
Property & Buildings District Business Line Leader

2. QUALIFICATIONS AND EXPERIENCE

WSP's structural experts are specialized in developing seismic strengthening schemes that are sensitive to the existing architecture by customizing each seismic evaluation and rehabilitation project based on client requirements. We provide unique insight into not just the seismic evaluation study, but also take into account the impact of non-seismic issues, how rehabilitating buildings affects its occupants and users, and providing peer reviews on other seismic upgrade projects.

Our key staff assigned to this project and project experience show our expertise in providing retrofit schemes to design safer buildings for our clients.

Key Personnel



Kevin Miller, PE Project Manager

Kevin is a structural engineering and project manager with 29 years of experience in design, detailing, and project management. He has provided the structural design and detailing of buildings, platforms, tanks, equipment support, and other various facilities and structures. Kevin's experience includes procuring and awarding contractor bids, construction administration, and team leadership and development.

Project Experience

- Basic American Foods, Rexburg, Idaho: Structural engineer provided construction administration; bid procurement for structural concrete, structural steel, and concrete masonry; and the design and detailing for existing equipment support, a temporary structure, a pipe bridge, and the wastewater treatment expansion.
- Cargill Redbud, North Kingston, Rhode Island: Structural engineer provided metal stud performance specification assembly and the design and detailing of concrete masonry unit stairs and interior walls.
- Dannon Tanks and Equipment Support, West Jordan, Utah: Structural engineer responsible for reviewing the existing steel framing and creating details for support of tanks and equipment.
- Dean Foods Wastewater Treatment Area, Honolulu, Hawaii: Structural engineer provided the completion and construction administration of Phase 1 and the design of Phase 2.
- National Beef Platforms, Moultrie, Georgia: Structural engineer responsible for the design and detailing of the working and support platform for rooftop equipment.
- Taylor Farms, Ciudad Morelos, Baja California, Mexico: structural engineer provided structural design and detailing of the ring tank foundation, mezzanine framing, and platform extension.
- Taylor Farms Building Conversion, Smyrna, Texas: structural engineer provided services for the conversion of part of the existing facility, including reinforcing the existing steel web joists to support new walk-on ceiling and equipment.



Jose Torrez BIM Manager

Jose is currently the Assistant Building Information Model (BIM) Manager and leads multiple projects. He earned an A.S. Degree from ITT Technical Institute and had completed Autodesk Revit coursework at Long Beach City College. He will support Kevin by providing all BIM and drafting support for this project.

Project Experience

- County of Los Angeles Hall of Justice Seismic Retrofit and Parking Structure, Los Angeles, CA
- University of California, Los Angeles Center for Health Sciences South Tower Seismic Renovation Retrofit, Los Angeles, CA
- The Huntington Library, Art Collections and Botanical Gardens Steven S. Koblik Education and Visitor Center, San Marino, CA
- Los Angeles Police Department Northeast Police Station, Los Angeles, CA
- Triunfo YMCA at the Westlake Village Community Park, Westlake Village, CA
- Santa Monica Community College Santa Monica College KCRW, Santa Monica, CA
- Rio Hondo Community College District Rio Hondo College, Student Services Center and Student Union, Whittier, CA
- California State University, Los Angeles LAFC Performance Center, Los Angeles, CA

Project Experience

Caltrans District 7 Office Complex Seismic Retrofit

Los Angeles, CA

Our firm was retained as the prime consultant for the seismic evaluation and retrofit development for the Caltrans - District 7 Office Complex.



A previous seismic evaluation conducted on the building did not fully satisfy Caltrans, prompting them to request to the Division of the State Architect (DSA) that another independent evaluation be conducted on the building. DSA requested our participation as the independent to develop an economical rehabilitation scheme to enhance life safety recognizing a planning horizon of four to five years. This required our firm to identify the most important seismic deficiencies and focus the rehabilitation efforts to mitigate the most pressing problems in a damage survey report for submission to FEMA/OES. While there were other seismic deficiencies in the buildings, the project budget required that the project objectives be closely observed -- project objectives which we met.

Hall of Justice Seismic Retrofit

County of Los Angeles, CA

The 1925 Hall of Justice is a 14-story, 335,000 square foot building located in



downtown Los Angeles. The existing gravity system for the 1925 courthouse structure, which once housed jails cells on the upper floor, is steel beam and column encased in concrete for fire proofing. The existing lateral system is an 8" concrete wall around the building which is clad with 9-1/2" thick granite on the lower levels and terra cotta on the upper floors. Collaborating with the design build team, we introduced new shear walls as lateral bracing of the structure, anchored the historic façade at interior light courts, engineered the removal of two floors to increase the floor to floor heights, and the infill of existing openings. The project includes the addition of an adjacent 1000-car parking garage that is 4 stories below and 5 stories above grade with a one way beam and slab gravity system and concrete moment frames for the lateral system.

Terminal Annex Seismic Retrofit, Change of Use, and Mechanical System Evaluation

Los Angeles, CA

The existing 1938 building is a registered national historic landmark and is comprised of a 4-story conventionally reinforced concrete structure with a one level basement. The gross building area is 470,000 square feet with a plan dimension of 188 feet by 524 feet.

CHANGE OF USE Originally built for the postal services, the new occupants of the building are computer/internet service providers that require extremely high density UPS and battery back-up power systems to be installed. Strengthening of the

existing floor (a two-way flat plate system) was required to accommodate the 150 to 250 psf live load requirement for this particular usage.

MECHANICAL SYSTEM Heavy concentration of rooftop mechanical units for the occupants occurs on the roof. A structural steel grillage system was developed to accommodate a live load requirement of 100 psf for this unusual mechanical requirement.

SEISMIC REHABILITATION The existing structure was evaluated for seismic performance in both principal directions. The longitudinal direction was deemed structurally sound without additional reinforcement, however; in the transverse direction, the building is strengthened by steel eccentrically braced frames and shear walls.

United States Postal Service Seismic Program

Statewide California

Our firm was selected by the Applied Technology Council to participate in the development of a seismic program to assess USPS facilities. The goal of the program was to identify, from the current inventory of 35,500 buildings, those facilities that represent the greatest level of seismic hazard. We were responsible for developing the cost projections for the program, the prioritization methodology, pre- and post-earthquake damage estimates, and seismic rehabilitation criteria. The final program will feature a multi-year phasing of the evaluation and rehabilitation portions of the work to equalize the capital costs being borne by the Postal Service.

University of California, Los Angeles Clark Library Seismic Retrofit

Los Angeles, California

For this 2-story, 12,000 sf facility, WSP provided seismic strengthening of an existing, historic unreinforced masonry (URM) building via "Center Core Strengthening". To avoid impacts to the historic ceiling and interior/exterior wall finishes (e.g. hand-carved travertine, marble and wood veneer finishes and hand-sculpted/ painted plaster), Englekirk worked to develop a minimally invasive seismic strengthening scheme that was only possible with the "Center Core Strengthening" technique. Utilizing this technique, our final design accomplished a comprehensive seismic retrofit without removing or altering the existing interior/exterior wall or ceiling finishes – any removal of these finishes would have resulted in unrepairable damage. All in all, the extent of architectural impacts were limited to the removal and replacement of a 2- strip of existing clay roof tiles along the roof perimeter.



3. PROJECT APPROACH

Project Goal

To assess, design and select supports, restraints and other elements at the contracted sites, the focus of the study will be to use the grant funds to seismically retrofit the most critical parts of the city's system in order to continue essential services after a design level earthquake.

The objective of the study is to maintain operation of essential services post design earthquake by upgrading as much of the equipment, piping, ducts and other system elements within the project budget and schedule. The simple, cost-effective detailing will make the retrofit easy to construct and result in uniform upgrades.

Site Visits & Information Acquisition

WSP engineers will visit the sites with City staff, identify potential deficiencies, rank the upgrade areas in order of importance and susceptibility in concert with City priorities, and design and specify cost-effective mitigation measures for each issue. Our focus will be to produce cost savings measures in material and labor while meeting code requirements and minimizing design costs. The team will review all design criteria to establish design loads and requirements before moving into design.

Mitigation Strategy Development and Design

The low hanging fruit of anchoring essential equipment and bracing pipes, conduit trays and ducts will be the first items to be reviewed. We plan to use post-installed mechanical anchors, field bolted steel angle bracing tied to nearby structural members, and tension wire or cable where appropriate to seismically retrofit the most critical elements of the culinary and wastewater systems along with the Public Works Building and Fire Stations. WSP will create cost-effective, easy-to-install solutions so hired City workers can perform the seismic upgrades if desired. With the repetition of the Boosters and Lift Stations, common repairs will be utilized at all similar conditions to create uniformity and ease of installation.

Draft Plan Recommendations and Bidding

WSP will compile all mitigation strategies into a complete report that documents all site visits and information acquired during the project. The team will provide actionable recommendations for the City to move forward with retrofit repairs and safety improvements. The team will provide a bid tab and letter of recommendation for the City to move forward.

Risks and Mitigations

Risk	Mitigation
Interruption of water supply	Secure piping, tanks and pumps to supporting structure
Interruption of waste water flow and treatment	Brace piping, equipment, tanks and pumps to supporting structure
Power outage for essential services	Evaluate and connect electrical equipment and conduit to supporting structure

4. FEES AND SCHEDULE

Project Fee

Task Name	Task Scope	Totals Hours	
		Project Manager \$192/hr	BIM \$120/hr
Site Visit	Visit contracted sites for seismic retrofit evaluation	4	-
Meetings	Coordinate with City	3	-
Design Criteria	Establish design loads and requirements	1	-
Retrofit design	Design seismic retrofit for different conditions	16	-
Drafting	Draft retrofit details	-	12
Checking	Check drawings and calculations	2	2
Permit Responses	Respond to Permit Comments	2	2
Bidding	Provide bid tab and letter of recommendation	4	-
Construction Admin.	Construction Administration	12	-
	Total Hours	44	16
	Total Cost	\$8,448	\$1,920
	Total Fee	\$10,368	

Schedule

Our team anticipates completing this project within 4 weeks.

Task	Week 1	Week 2	Week 3	Week 4	Future Support
Check-In Meetings	◆		◆	◆	
Site Visit		◆			
Design/Drafting		◆	◆		
Checking				◆	
Permit Comments					◆
Construction Administration					◆

RESOLUTION NO. R24-36 (5-7-24)

**A RESOLUTION APPROVING AWARDING CONTRACT TO WSP FOR
THE SEISMIC RETROFIT PROJECT**

WHEREAS, the City Council of the City of Saratoga Springs has found it in the public's interest to obtain services from qualified engineering firms to provide services for the Seismic Retrofit project; and

WHEREAS, on January 11, 2024 the City send a posted request for proposals (RFP) to SciQuest in order to obtain services from qualified engineering firms; and

WHEREAS, on February 13, 2024 the City received proposals from two firms in response to the RFP; and

WHEREAS, the proposals were reviewed by staff based upon the evaluation criteria identified in the RFP the City's review committee recommended selecting WSP; and

WHEREAS, the City Council has determined that awarding the project to WSP 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 an agreement with WSP for engineering services related to the Seismic Retrofit project the amount of \$10,368.00.

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

Passed on the May 7, 2024.

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

Jim Miller, Mayor

Attest: _____
Nicolette Fike, City Recorder

ORDINANCE NO. 24-17 (5-7-24)

AN ORDINANCE GRANTING AVATIVE, LLC, DBA AVATIVE FIBER (“COMPANY”), A LIMITED LIABILITY COMPANY, A NONEXCLUSIVE FRANCHISE TO OPERATE AN INTERNET SERVICES AND TELECOMMUNICATIONS NETWORK IN THE CITY OF SARATOGA SPRINGS PURSUANT TO A FRANCHISE AGREEMENT SPECIFYING COMPANY’S RIGHTS AND DUTIES

WHEREAS, federal and state law allow for the operation of an internet services and telecommunications network (the “Network”) in the City of Saratoga Springs, Utah by franchise agreement; and

WHEREAS, the City of Saratoga Springs and Company desire to enter into a nonexclusive franchise agreement granting to Company the right and privilege to operate the Network in Saratoga Springs, Utah; and

WHEREAS, the City of Saratoga Springs and Company have negotiated a nonexclusive franchise agreement setting forth Company’s rights and duties with respect to its operation of the Network in Saratoga Springs, Utah (a copy of which is attached as “Exhibit A,” the “Agreement”); and

WHEREAS, on the 7th day of May, 2024, the Saratoga Springs City Council (“City Council”) held a duly noticed public meeting to ascertain the pertinent facts regarding this matter, which facts are found in the meeting record; and

WHEREAS, after considering the pertinent facts, the City Council finds: (i) that it should approve the attached Agreement and thereby grant to Company a franchise to operate a Network in the City of Saratoga Springs, Utah; and (ii) such action furthers the health, safety, and welfare of the citizens of the City of Saratoga Springs.

NOW THEREFORE, the City Council of the City of Saratoga Springs, Utah ordains that: the attached Agreement between the City of Saratoga Springs and Company is hereby approved; the Mayor is authorized to execute the Agreement on behalf of the City of Saratoga Springs; and Company is granted a nonexclusive franchise to operate the Network in the City of Saratoga Springs, Utah, pursuant to the Agreement.

This Ordinance shall take effect upon publication as required by the Utah Code.

ADOPTED AND PASSED by the Governing Body of the City of Saratoga Springs, Utah, this 7th day of May, 2024.

By: _____
Jim Miller, Mayor

Attest: _____
City Recorder

Date

EXHIBIT “A”

**FRANCHISE AGREEMENT BETWEEN THE CITY OF SARATOGA SPRINGS, UTAH
AND AVATIVE, LLC, DBA AVATIVE FIBER, A LIMITED
LIABILITY COMPANY**

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into as of the 7th day of May, 2024, by and between the City of Saratoga Springs, Utah (hereinafter "City"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 1307 N. Commerce Drive, Suite 200, Saratoga Springs, Utah, and Avative, LLC, dba Avative Fiber (hereinafter "Company"), a limited liability company, with its principal offices at: 211 E 200 N, Roosevelt, UT 84066.

WITNESSETH:

WHEREAS, the Company desires to provide internet and telecommunications services ("Services") within the City and in connection therewith to establish an internet and telecommunications services network ("Network") in, under, along, over, and across present and future rights-of-way of the City, consisting of telephone and telecommunications lines, poles, terminals, pedestals, markers, conduits, fiber, cables, manholes, handholes, and all other necessary appurtenances thereto ("System" or "Network"); and

WHEREAS, the City, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide the Company a nonexclusive franchise to install, operate, repair, remove, replace, and maintain the Network in the City.

WHEREAS, the City and Company have negotiated an arrangement whereby the Company may provide its services within the City pursuant to the terms and conditions outlined in this Agreement, and subject to the further reasonable regulation under its police and other regulatory power;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the City and the Company agree as follows:

**ARTICLE 1
FRANCHISE AGREEMENT AND ORDINANCE**

1.1 Agreement. Upon approval by the City Council and execution by the parties, this Agreement shall be deemed to constitute a contract by and between City and Company.

1.2 Ordinance. The City has adopted Ordinance No. ____ ("Ordinance") granting Company the right to operate the Network in the City. Company acknowledges it has read the Ordinance and this Agreement and that it agrees to comply with all terms and provisions in the Ordinance and this Agreement.

1.3 Grant of Franchise. The Network services Franchise ("Franchise") provided hereby shall confer upon the Company the nonexclusive right, privilege, and franchise to install,

lease, operate, repair, maintain, remove, and replace its Network on, over, and under the present and future public rights of way in the City in order to provide Services. Any Services provided that would be subject to the Municipal Telecommunications License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410) must be charged at the appropriate, lawful rate.

1.4 Encroachment. Company shall only encroach in the City's rights-of-way pursuant to this Agreement and shall obtain all permissions necessary to encroach on privately-owned property within the City.

1.5 Licenses. The Company acknowledges that it has obtained the necessary approvals, licenses, or permits required by federal and state law to provide services consistent with the provisions of this Agreement.

1.6 Financial Capability. Company warrants that it has the financial capability to construct, maintain, and operate the network established by the Company (the "Company's Network") and to otherwise comply with the provisions of this Agreement.

1.7 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public, in a manner that would indicate any such relationship.

1.8 City Owned Facilities. The Franchise does not grant Company the right to use City poles, conduit, or other facilities. The use of such facilities shall be governed by separate agreement.

ARTICLE 2 COMPANY CONSIDERATION

2.1 Fees. For and in consideration of the Franchise, Company shall pay the Municipal Telecommunications License Tax of 3.5% on Company's Gross Receipts from telecommunications services attributed to or services within the City in accordance with the Municipal Telecommunication License Tax Act ("MTLTA") (Utah Code Ann. 10-1-401 to 10-1-410), as amended. Should the MTLTA be replaced, amended, or superseded by subsequent legislation, the Company shall pay any fees or taxes authorized by such subsequent legislation. All such payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 2050 West
Salt Lake City, Utah 84134

For all wireline services other than telecommunications services under the Municipal Telecommunication License Tax, the Provider shall pay to the City a license fee of three and one-half percent (3.5%) of its Gross Receipts derived from such services provided within the City to compensate the City for use of its public rights-of-way, streets, and roads. Such fees shall terminate if the license fee charged for Company's services hereunder is expressly preempted in all material respects by a tax under new state or federal law on all of the same services provided by Company.

“Gross Receipts” means revenue received for wireline services rendered except for amounts collected or paid as: a tax, fee or charge separately identified as a tax, fee or charge in the transaction with the customer for non-wireline services or interest, a fee, or a charge that is charged on a customer for failure to pay for service when payment is due. Non-wireline services shall be subject to Utah Code Chapter 54-21 and City Code Chapter 8.05 and require a separate agreement and permit as required.

2.2 Option to Purchase Existing Conduit. Where mutually agreed upon between both parties, the Company may enter into an agreement with the city to purchase an unutilized conduit asset at an agreed upon value. Conduit assets purchased under this option are to be utilized by the Company and subject to all terms of the franchise agreement.

ARTICLE 3 **TERM AND RENEWAL**

3.1 Term and Renewal. The Franchise granted to Company shall be for a period of ten (10) years commencing on the effective date of this Agreement. At the end of the initial ten (10) year term of this Agreement, the Franchise granted herein shall automatically renew for an additional five year term unless either party provides ninety (90) days’ notice of its intent to terminate this Agreement. At the end of the additional five year term, the parties shall enter into a new franchise agreement if both parties wish to continue the Franchise. Notwithstanding the foregoing renewal provisions, the parties agree to amend this Agreement at any time it becomes necessary to modify the same in order to comply with any new federal or state laws or regulations governing the provision of Services.

3.2 Rights of Company Upon Expiration or Revocation. Upon expiration of the Franchise granted herein, whether by lapse of time, by agreement between the Company and the City, or by revocation or forfeiture, the Company shall have the right to, within one year after such expiration, remove from the rights-of-way any and all of its Network, but in such event, it shall be the duty of the Company, immediately upon such removal, to restore the Rights-of Way from which such Network is removed to as good a condition as the same was before the removal was effected, normal wear and tear excepted. Company shall not have the right to abandon the Network or System unless the City authorizes abandonment in writing, which such authorization shall be at City’s sole and absolute discretion.

ARTICLE 4 **USE AND RELOCATION OF FACILITIES IN THE PUBLIC RIGHT-OF-WAY.**

4.1 Franchise Rights to Use the Public Right-of-Way.

(a) The Company shall have the right to use the public rights-of-way within the City to construct and maintain its Network subject to the conditions set forth in this Agreement; provided, however, that the Company shall not, pursuant to this Agreement, place any new poles, mains, cables, structures, pipes, conduits, or wires on, over, under, or within any City park, City property, or other City owned recreational area currently existing or developed in the future in which the Network is not already installed within without a permit from the City. Nothing contained herein shall preclude the City from granting a revocable permit for such purpose.

(b) In addition, Company shall have the right to utilize any easements across private property granted to the City for utility purposes, provided the City's written permission, which shall be reasonably provided, is obtained in each case and the documents granting such easements to the City authorize such use. Company specifically understands and acknowledges that certain City easements and rights-of-way may be prescriptive in nature, and that nothing in this Franchise extends permission to use the easement or right-of-way beyond the extent that the City may have acquired, and such easements and rights-of-way may be subject to third party prior or after-acquired interests. Company is cautioned to examine each individual easement and right-of-way and the legal arrangement between the City and adjacent property owners. The City assumes no duty or obligation to defend any interest in any easement or right-of-way and Company remains solely responsible to make any arrangements required as a result of other persons claiming an interest in the City easement or right-of-way.

(c) Prior to the installation of any of Company's Network in "protected utility easement" or "public utility easement," as defined in Utah Code § 54-3-27, as amended, Company shall comply with all Utah State law requirements, such as Utah Code Chapter 54-3, as amended, including but not limited to notification to City and other public utility companies of such installation. Upon commencement of installation of the Network in a public utility easement, Company shall proceed diligently to complete that installation.

(d) Conduits/underground facilities shall be buried at a minimum depth of 42 inches and "bury tape" identifying the utility shall be installed within 1 foot of finished grade, when possible. No trenches or otherwise uncovered areas shall be left open longer than necessary to complete the installation. All disturbed landscaping shall be replaced or repaired to the landowner's reasonable satisfaction as the same was before the removal or disturbance within ten (10) business days of receipt of notice from landowner (subject to force majeure event delays), except as otherwise provided by Utah state law. Damage to City pipelines resulting from installation or maintenance of the Network shall be reported immediately to the City Engineer and repaired immediately by qualified personnel. All work performed in City rights-of-way, roads, trails, parks, property, and improvements shall be done in compliance to the City's most recent standards and specifications not otherwise in material conflict with the rights and obligations of this Agreement.

4.2 Company Duty to Relocate; Subordination to City Use. Whenever the City, for any lawful public purpose, shall require the relocation or reinstallation of any of the Network of the Company or its successors or assigns in any of the streets, alleys, rights-of-way, or public property of the City, it shall be the obligation of the Company, upon notice of such requirement and written demand made of the Company, and within a reasonable time thereof, but not more than sixty (60) calendar days, weather permitting, to remove and relocate or reinstall such Network as may be reasonably necessary to meet the requirements of the City. Such relocation, removal, or reinstallation by the Company shall be at no cost to the City; provided, however, that the Company and its successors and assigns may maintain and operate such Network, with the necessary appurtenances, in the new location or locations without additional payment, if the new location is a public place. Notwithstanding the foregoing, the duty of the Company to install or relocate its lines underground shall be subject to the provisions of paragraph 4.4 below. Any money and all rights to reimbursement from the State of Utah or the federal government to which the

Company may be entitled for work done by Company pursuant to this paragraph shall be the property of the Company. The City shall assign or otherwise transfer to the Company all rights the City may have to recover costs for such work performed by the Company and shall reasonably cooperate with the Company's efforts to obtain reimbursement. In the event the City has required the Company to relocate its Network to accommodate a private third party or third-party utility, the City shall use good faith to require such third party to pay the costs of relocation. Company may seek any and all legal and equitable means to obtain compensation from such private third party or third-party utility. Notwithstanding anything to the contrary herein, the Company's use of the right-of-way shall in all matters be subordinate to the City's use of the right-of-way for any public purpose. The City and Company shall coordinate the placement of their respective facilities and improvements in a manner which minimizes adverse impact on each other. Where placement is not otherwise regulated, the Network shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by such public improvements.

4.3 Duty to Obtain Approval to Move Company Property; Emergency. Except as otherwise provided herein, the City, without the prior written approval of the Company, shall not intentionally alter, remove, relocate, or otherwise interfere with any of the Company's Network. However, if it becomes necessary (in the reasonable judgment of the City Manager or his designee) to cut, move, remove, or damage any of the cables, appliances, or other fixtures of the Network of the Company because of a fire, emergency posing an imminent threat of serious harm to persons or property, disaster, or imminent threat of serious harm to persons or property thereof, these acts may be done without prior written approval of the Company, and the repairs thereby rendered necessary shall be made by the Company, without charge to the City. Should the City take good faith actions pursuant to this paragraph solely in an emergency as detailed above, the Company shall indemnify, defend, and hold the City harmless from and against any and all claims, demands, liens, or liability for (a) loss or damage to the Company's property and/or (b) interruptions of public services provided by the use of or through the Company's property (including Telecommunications services provided by the Company to the Company's customers), whether such claims, demands, liens, or liability arise from or are brought by the Company, its insurers, the Company's customers, or third parties. If, however, the City requests emergency funding reimbursement from federal, state, or other governmental sources, the City shall include in its request the costs incurred by the Company to repair Company property and the Network damaged by the City in responding to the emergency. Any funds received by the City on behalf of Company shall be paid to the Company within thirty (30) business days.

4.4 Location to Minimize Interference. All lines, poles, towers, pipes, conduits, equipment, property, structures, and assets of the Company shall be located so as to minimize interference with the use of streets, alleys, rights-of-way, and public property by others and shall reasonably avoid interference with the rights of owners of private property that abuts any of said streets, alleys, rights-of-way, or public property.

4.5 Repair of Damage. If during the course of work on its Network, the Company causes damage to or unreasonably alters any Public Way, the Company (at its own cost and expense and in a manner approved by the City) shall promptly and completely restore such street, alley, right-of-way, sidewalk, utility, public improvement or other public property to its previous condition, in accordance with applicable City ordinances, policies, and regulations relating to

repair work of similar character to the reasonable satisfaction of the City. Except in case of emergency, the Company, prior to commencing work in a Public Way, shall make application for a permit to perform such work from the City Engineer or other department or division designated by the City. Such permit shall not be unreasonably withheld, conditioned, or delayed. The Company shall abide by all reasonable regulations and requirements of the City for such work not otherwise in material conflict with the rights and obligations of this Agreement.

4.6 Guarantee of Work. For work on any Public Way, the Company shall be required, pursuant to City ordinances, policies, and regulations not otherwise in material conflict with the rights and obligations of this Agreement, to obtain an excavation/encroachment permit and post a bond in a form reasonably approved by the City to guarantee that the Public Way is restored to its condition prior to Company's work. In addition, Company may be required to post a bond to guarantee that, for a period of one year following completion of the work performed, said streets, alleys, rights-of-way, or public property continue to meet City standards as such standards are related to the Company's work.

4.7 Safety Standards. The Company's work, while in progress, shall be properly protected at all times with suitable barricades, flags, lights, flares, or other devices as are reasonably required by applicable safety regulations, or standards imposed by law including, but not limited to signing in conformance with the Federal and State of Utah manuals on Uniform Traffic Control Devices.

4.8 Supervision by the City.

- a. The Company shall construct, operate, and maintain the Network within the City in strict compliance with all laws, ordinances, and lawfully passed regulations of the City and any other agency having jurisdiction over the operations of the Company.
- b. The Company's Network and all parts thereof within the City shall be subject to the right of periodic inspection by the City; provided that such inspection shall be conducted at reasonable times and upon reasonable notice to the Company.

4.9 Company's Duty to Remove Its Network.

- a. Unless the Company elects to abandon the Network in accordance with paragraph 11.5 herein, the Company shall remove within a commercially reasonable period of time, at its own cost and expense, from any public property within the City, all or any part of the Network when one or more of the following conditions occur:
 - (1) The Company ceases to operate all or substantially all of the Network for a continuous period of twelve months, and does not respond to written notice from the City within thirty days after receiving such notice following any such cessation, except when the

cessation of service is a direct result of a natural or man-made disaster;

- (2) The Company fails to construct said Network as herein provided and does not respond to written notice from the City within thirty days after receiving such notice following any such failure;
- (3) The Franchise is terminated or revoked pursuant to notice and the terms of this Agreement as provided herein; or
- (4) The Franchise expires pursuant to this Agreement.

- b. The removal of any or all of the Network by the Company that requires trenching or other opening of the City's streets shall be done only after the Company obtains prior written notice and approval from the City, which shall not be unreasonably withheld or delayed.
- c. The Company shall receive notice, in writing from the City, setting forth one or more of the occurrences specified in Subparagraph 4.9 (a) above and shall have ninety (90) calendar days from the date upon which said notice is received, weather permitting, to remove or abandon such Network.

4.10 Notice of Closure of Streets. Except in cases of emergency, the Company shall notify the City not less than three (3) working days in advance of any construction, reconstruction, repair, or relocation of the Network which would require any street closure which reduces traffic flow to less than two lanes of moving traffic. Except in the event of an emergency, as reasonably determined by the Company, no such closure shall take place without prior authorization from the City. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected as required by paragraph 4.7, above.

4.11 Agreement to Abide by Construction and Technical Requirements. In addition to the provisions of this Article 4, Company expressly agrees to comply with all other provisions of City ordinances, regulations, and standards not otherwise in material conflict with the rights and obligations of this Agreement governing the construction of the Network in any Public Way.

ARTICLE 5 **POLICE POWERS**

5. Police Powers. The City expressly reserves, and the Company expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 6 **SEVERABILITY**

6. Severability. If any section, sentence, paragraph, term or provision of this Agreement or Chapter 6.03 of the City Code is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof to the maximum extent allowed by law. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the City is (if applicable) the fees and taxes authorized by Articles 2.1 and 2.2 above and the City's ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement and the City's ordinances, regulations, and standards. For the Company, "material consideration" is its ability to use the Rights-of-Way for Services purposes in a manner similar to that provided in this Agreement and the City's ordinances, regulations, and standards.

ARTICLE 7 **EARLY TERMINATION, REVOCATION OF FRANCHISE** **AND OTHER REMEDIES**

7.1 Grounds for Termination. The City may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The Company fails to pay or provide the consideration in Article 2 and does not correct such failure within thirty (30) calendar days after written notice by the City of such failure; or

(b) The Company, by act or omission, materially violates a material duty herein set forth in any particular within the Company's control, and with respect to which redress is not otherwise herein provided. In such event, the City, acting by or through its City Manager, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Company notice of such determination, the Company, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the City may declare the Franchise forfeited and this Agreement terminated, and thereupon, the Company shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the City shall

provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional act or omission of the Company; or

(c) The Company becomes insolvent, unable, or unwilling to pay its debts, is adjudged bankrupt, or all or part of its Network should be sold under an instrument to secure a debt and is not redeemed by the Company within sixty (60) days; or

(d) In furtherance of the Company policy or through acts or omissions done within the scope and course of employment, a director or officer of the Company knowingly engages in conduct or makes a material misrepresentation with or to the City that is fraudulent or in violation of a felony criminal statute of the State of Utah.

7.2 Reserved Rights. Nothing contained herein shall be deemed to preclude the Company from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

7.3 Remedies at Law. In the event the Company or the City fails to fulfill any of its respective obligations under this Agreement, the City or the Company, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

7.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Company. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 8 – NOTICES

8.1 City Designee and Address. The City Manager or his/her designee(s) shall serve as the City's representative regarding administration of this Agreement. Unless otherwise specified herein, all notices from the Company to the City pursuant to or concerning this Agreement, shall be delivered to the City's representative at 1307 N. Commerce Drive, Suite 200, Saratoga Springs, Utah 84045, or such other officer and address as the City may designate by written notice to the Company.

8.2 Company Designee and Address. Unless otherwise specified herein, all notices from the City to the Company pursuant to or concerning this Agreement, shall be delivered to:

Avative, LLC, dba Avative Fiber
211 E 200 N
Roosevelt, UT 84066

8.3 Failure of Designee. The failure or omission of the City's or Company's representative to act shall not constitute any waiver or estoppel by the City or Company.

ARTICLE 9 **INSURANCE AND INDEMNIFICATION**

9.1 No Liability. Except as otherwise specifically provided herein, the City shall in no way be liable or responsible for any loss or damage to property, including financial or other business loss (whether direct, indirect, or consequential), or any injury to or death of any person that may occur in the construction, operation, or maintenance by the Company of its lines and appurtenances hereunder, except to the extent of the City's or its officers', agents', and employees' negligence or willful misconduct. Notwithstanding any other provision of this Agreement, in no event shall either party be liable for any consequential, special, incidental, punitive, indirect or similar damages.

9.2 Company Indemnification of City.

(a) The Company shall indemnify, and control the defense of, and hold the City, its officers, agents and employees thereof, harmless from and against any and all claims, suits, actions, liability and judgments for damages or otherwise harmless from and against claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the exercise by the Company of the related rights, or from the operations of the Company within the City, and shall pay the costs of defense plus reasonable attorneys' fees. Said indemnification shall include, but not be limited to, the Company's negligent acts or omissions pursuant to its use of the rights and privileges of this Agreement, including construction, operation, and maintenance of the Network, whether or not any such use, act, or omission complained of is authorized, allowed, or prohibited by this Agreement.

(b) The Company shall give prompt written notice to the City of any claim, demand, or lien that may be deemed by the Company likely to result in an imminent lawsuit against the City. If, in the City's reasonable judgment, a conflict of interest exists between the City and the Company with respect to any claim, demand, or lien, Company shall permit the City to assume the defense of such claim, demand, or lien, and Company shall provide for City's defense with counsel reasonably satisfactory to the City. In such event, in addition to being reimbursed for any such judgment that may be rendered against the City which is subject to indemnification hereunder, together with all court costs incurred therein, the Company shall reimburse the City for all reasonable attorney's fees, as well as all reasonable expenses incurred by the City by reason of undertaking the defense of such suit or suits, whether such suit or suits are successfully defended, settled, compromised, or fully adjudicated against the City.

(c) Notwithstanding any provision in the Agreement to the contrary, the Company shall not be obligated to indemnify, defend, or hold the City harmless to the extent any claim, demand, or lien arises out of or in connection with a breach by the City or its officers, employees, or agents of any obligation under this Agreement or any negligent or otherwise tortious act or failure to act of the City or any of its officers, employees, or agents.

9.4 Insurance. Company shall file a certificate of insurance with the City Risk Manager, and at all times thereafter maintain in full force and effect at its sole expense, a reasonably acceptable commercial general liability insurance policy or policies which have one (1) of the three highest or best ratings from the Alfred M. Best Company of liability insurance. The comprehensive general liability policy or policies shall name as additional insured the City, and in their capacity as such, its officers, agents and employees. Policies of insurance shall be in the minimum single limit amount of two million dollars (\$2,000,000) per occurrence, which must be primary liability insurance with respect to liability arising out of the operations of Company covered by this Franchise agreement. The insurer or insurers shall be authorized to write the required insurance in the State of Utah. The policy or policies of insurance shall be maintained by the Company in full force and effect during the entire term of the Franchise. The Company shall also maintain Worker's Compensation insurance coverage throughout the term of this Franchise as required by law. Upon receipt of notice from its insurer(s) Company shall provide the City thirty (30) calendar days advance written notice of cancellation or failure to renew, mailed to the City, and that such notice shall be transmitted postage prepaid.

9.5 No Creation of a Private Cause of Action. The provisions set forth herein are not intended to create liability for the benefit of third parties but is solely for the benefit of the Company and the City.

ARTICLE 10 REMEDIES

10.1 Duty to Perform. The Company and the City agree to take all reasonable and necessary actions to ensure that the terms of this Agreement are performed.

10.2 Remedies at Law. In the event the Company or the City fail to fulfill any of their respective obligations under this Agreement the City or the Company, whichever the case may be, shall have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

10.3 Force Majeure. The Company shall not be held in default or noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control, but the Company shall not be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure of the City to enforce prompt compliance. Nothing herein shall be construed as to imply that City waives any right, payment, or performance based on future legislation where said legislation impairs this contract in violation of the United States or Utah Constitutions.

ARTICLE 11

TRANSFER OF FRANCHISE

11.1 Written Approval Required. The Company shall not sell, transfer or assign the Franchise or any rights under this Agreement to another entity, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned, or delayed. Any attempted assignment or transfer without such prior written consent shall constitute a default of the Franchise. In the event of such a default, City shall proceed according to the procedure set forth in this ordinance, and any applicable state or federal law. Notwithstanding the foregoing, when said sale, transfer, or assignment is to an entity controlling, controlled by, or under common control with the Company approval by the City shall not be required.

11.2 Procedure for Obtaining Approval for Transfer. At least ninety (90) calendar days before a proposed assignment or transfer of Company's Franchise which would require approval by the City is scheduled to become effective, Company shall petition in writing for the City Manager's written consent for such a proposed assignment or transfer. The City will not unreasonably withhold its consent to such an assignment or transfer. However, in making such a determination, the City Manager may consider the following:

- (a) experience of proposed assignee or transferee (including conducting an investigation of proposed assignee or transferee's service record in other communities);
- (b) qualifications of proposed assignee or transferee;
- (c) legal integrity of proposed assignee or transferee;
- (d) financial ability and stability of the proposed assignee or transferee;
- (e) the corporate connection, if any, between the Company, and proposed assignee or transferee; or
- (f) any other aspect of the proposed assignee's or transferee's background which could affect the health, safety, and welfare of the citizenry of the City as it relates to the operation of the Network.

11.3 Certification of Assignee. Before an assignment or transfer is approved by the City Manager, the proposed assignee or transferee shall execute an affidavit, acknowledging that it has read, understood, and intends to abide by the applicable Franchise, Agreement, and Franchise Ordinance.

11.4 Effect of Approval. In the event of any approved assignment or transfer, the assignee or transferee shall assume all obligations and liabilities of Company, except an assignment or transfer shall not relieve the Company of its liabilities under the Agreement until the assignment actually takes place, or unless specifically relieved by federal, or state law, or unless specifically relieved by the City Manager at the time an assignment or transfer is approved. Such a release also does not relieve the Company from liability incurred prior to said assignment or transfer.

ARTICLE 12 **ACCEPTANCE BY THE COMPANY OF FRANCHISE**

12.1 Company Duty to Approve Franchise Agreement. If the Company has not duly executed this Agreement prior to the City Council's adoption of the corresponding Ordinance, within thirty calendar days after the effective date of the City Council's adoption of the Ordinance, the Company shall execute this Agreement; otherwise, this Agreement and any ordinance adopted relating thereto and all rights granted hereunder shall be null and void.

ARTICLE 13 **GENERAL PROVISIONS**

13.1 Binding Agreement. The parties represent that (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) that each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.

13.2 Governing Law. This Agreement shall be interpreted pursuant to Utah law.

13.3 Time of Essence. Time shall be of the essence of this Agreement.

13.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect, provided the material terms of the Agreement remain the same. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

13.5 No Presumption. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

13.6 Entire Agreement and Amendments. This Agreement and all attachments hereto constitute and represent the entire agreement and understanding between the parties hereto and replaces any previous agreement, understanding or negotiation between the parties with respect to the subject matter hereof, and may be modified or amended, supplemented, or changed only by the written agreement of the parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

13.7 Binding Agreement. This Agreement shall be binding upon the heirs, successors, and assigns of each of the parties.

[Signature page follows]

THE CITY OF SARATOGA SPRINGS, UTAH:

Date: _____

Jim Miller, Mayor

ATTEST:

Date: _____

City Recorder

COMPANY

Date: _____

By: _____

Title:

ACKNOWLEDGMENT

STATE OF UTAH }
 } ss
COUNTY OF }

Before me, _____, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be a _____ of _____ a _____ Corporation/Limited Liability Company, and acknowledged to me that he executed the said instrument for the purposes and consideration therein expressed, on behalf of said Corporation/Limited Liability Company.

Given under my hand and seal of office this _____ day of _____, 2024.

Notary Public: _____

Printed Name:

My Commission Expires:

[SEAL]



MINUTES – CITY COUNCIL MEETING

Tuesday, April 9, 2024

City of Saratoga Springs

City of Saratoga Springs City Offices

1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

5

Call to Order: Mayor Jim Miller called the meeting to order at 6:00 p.m.

10 **Roll Call:**

Present Mayor Jim Miller, Council Members Christopher Carn, Audrey Barton, Michael McOmber, Lance Wadman, and Stephen Willden.

Excused

Staff Present City Manager Mark Christensen, Community Development Director Ken Young, City Attorney Kevin Thurman, Planning Director Sarah Carroll, Public Information Officer AnnElise Harrison, City Recorder Nicolette Fike, Public Works Director Jeremy Lapin, Deputy Fire Chief Kenny Johnson, Police Chief Andrew Burton, Senior Planner Gina Grandpre, Economic Development Director Doug Meldrum, Planner Kendal Black, Senior Planner Tippe Morlan, Library Director Melissa Grygla, Budget Analyst Spencer Quain, Senior Planner Kent Page, and Deputy City Recorder Kayla Moss

15

Invocation: Council Member Willden

Pledge of Allegiance: Junior Miss Saratoga Springs Anneliese Roman

20 **Recognition: Miss Saratoga Springs Royalty 2024. Queen: Reagan Rowley, 1st Attendant: Rose Barnes, 2nd Attendant: Kiley Priday, Junior Miss: Anneliese Roman, Little Miss: Aspen Rowley.** The royalty for this year were presented to the City Council.

25 **Public Input:** Chris Ostler, owns a business in the building on Thrive Drive, he wondered if they are aware of the traffic study proposal that Lehi City is working on in the area. He would prefer to have option number 2 in that area.

30 Jeremy Baker mentioned he knows traffic is important for everyone. He does not want changes to happen on Pioneer Crossing. He would encourage it to be tabled and not considered. He mentioned that there is a proposal that Lehi City would prefer.

35 Erin Sheperd lives in Lehi off of Pioneer Crossing. She also supports the second option being proposed by UDOT. She has contacted several city contacts to try and get the issues resolved with this road. She would like to propose that the development on the South portion of Redwood Road not happen because she 40 would like to preserve the shoreline trail.

40 Bryce Carter is a business owner at Alpine Pediatrics. One of their locations would be heavily affected with the changes proposed to Pioneer Crossing. He thinks it is unfair to change the Master Plan because decisions were made based on the current plan.

45 Matt Bedard advised that their backyard backs onto Pioneer Crossing and they would be negatively affected by the change to the road.

50 Sarah Larsen lives right off of Pioneer Crossing as well. They love the accessibility to everything. They love where they live. She is one of the faces that would be greatly impacted if Pioneer Crossing becomes a freeway. She doesn't know if there are other options but she would be greatly affected by this decision.

55 Sierrah Slater also has a backyard that backs to Pioneer Crossing. She has been there for 12 year. She was told at that time that Pioneer Crossing may have a third lane added which was understandable, but she is now being told that it may take her home away and she is disgusted.

David Johnson mentioned that he would like the government to be accountable. UDOT is a non-accountable government entity and he appreciates the Councils role to be accountable.

60 **REPORTS:** The United States Postal Service has now determined that the Lehi Post Office is not sized correctly to service all of the City's that it currently serves. Congressman in our area have worked very hard to have that recognized. There should be more to come regarding the Post Office issue.

65 Council Member McOmber mentioned that Tagg N Go opened today. They held their ribbon cutting. He is excited to have them in the community.

BUSINESS ITEMS:

70 1. **Possible Motion for Reconsideration of Denial of Wildflower Community Plan – Major Amendment #4, and Wildflower Village Plan 5, Located Approximately at Marigold Drive and Chanti Street. Elizabeth Cole as Applicant. Ordinance 24-08 (3-12-2024).** Nate Shipp with the Wildflower Community Development asked that they reconsider the decision made at the last meeting. He would like to be able to explore other options with the development.

75 Council Member Willden advised that he is willing to discuss it, but if they just present renderings of the same plan it will be an automatic no from him.

80 Council Member McOmber mentioned that he was very frustrated at the last presentation. The vision of this area has been thoroughly discussed and he does not feel that was honored by the last proposal. He is willing to look at this again because the developer will be paying the resubmittal fee.

Council Member Barton mentioned she came into the meeting ready to deny this request but after getting some questions answered she is willing to listen if something different is proposed.

85 **Motion by Council Member Willden to Reconsider the Denial of Wildflower Community Plan – Major Amendment #4, and Wildflower Village Plan 5, Located Approximately at Marigold Drive and Chanti Street, Elizabeth Cole as Applicant Ordinance 24-08 made on 3-12-24 with any staff findings and conditions seconded by Council Member McOmber and third by Council Member Carn.**

Vote:

90	<u>Council Member Chris Carn</u>	<u>Yes</u>
	<u>Council Member Lance Wadman</u>	<u>Yes</u>
	<u>Council Member Audrey Barton</u>	<u>Yes</u>
	<u>Council Member Stephen Willden</u>	<u>Yes</u>
	<u>Council Member Michael McOmber</u>	<u>Yes</u>

95 **Motion carried 5-0.**

Motion by Council Member Willden to Table the Wildflower Community Plan – Major Amendment #4, and Wildflower Village Plan 5, Located Approximately at Marigold Drive and Chianti Street, Elizabeth Cole as Applicant Ordinance 24-08 (3-12-24) to a future meeting seconded by Council Member Carn.

Vote:

Council Member Chris Carn Yes

Council Member Lance Wadman Yes

Council Member Audrey Barton Yes

Council Member Stephen Willden Yes

Council Member Michael McOmber Yes

Motion carried 5-0.

CONSENT ITEMS:

1101. **Fireworks Restriction Map Update. Ordinance 24-13 (4-9-24).**

2. **Reimbursement Agreement with Suburban Land Reserve, Inc. for the Beacon Point Village 2 Project. Resolution R24-21 (4-9-24).**

3. **Reimbursement Agreement with Saratoga 262 Partners, LLC for the Brixton Park Plat B-Phase 1 Project. Resolution R24-22 (4-9-24).**

1154. **Approval of Proceedings in Eminent Domain as Necessary for the MFRE River Jordan Mink Ranch North SLLC and MFRE River Jordan Mink Ranch South SLLC Properties Near the Intersection of Pioneer Crossing and Saratoga Road/2300 West. Resolution R24-23 (4-9-24).**

5. **Resolution Formally Initiating Proceedings Under the Pending Ordinance Doctrine in Utah Code Section 10-9A-509 and City Code Section 19.02.02 to Update the Transportation Master Plan to Include the New 120 Cross Section for the Pioneer Crossing Freeway. Resolution R24-24 (4-9-24).**

6. **Approval of Minutes: March 12, 2024 & March 19, 2024.**

Motion by Council Member McOmber to approve the Consent Items and to direct staff to include note on the minutes that the decision for the wildflower community was reconsidered and changed at this 125 meeting and to remove item number 4 from these consent items and include in business items with any additional staff findings and conditions seconded by Council Member Barton.

Vote:

Council Member Chris Carn Yes

Council Member Lance Wadman Yes

Council Member Audrey Barton Yes

Council Member Stephen Willden Yes

Council Member Michael McOmber Yes

Motion carried 5-0.

135 **PUBLIC HEARING:**

1. **Proposed Budget Amendments, Fiscal Year 2023-2024. Resolution R24-25 (4-9-24).** Budget Analyst Spencer Quain advised that revenues are coming in stronger than anticipated so these increases are included in these amendments.

140 Mayor Miller opened the public hearing at 6:33 pm, there were no comments so the public hearing was closed.

Motion by Council Member Carn to approve the Proposed Budget Amendments, Fiscal Year 2023-2024, 145 Resolution R24-25 (4-9-24) seconded by Council Member Wadman.

Vote:

<u>Council Member Chris Carn</u>	<u>Yes</u>
<u>Council Member Lance Wadman</u>	<u>Yes</u>
<u>Council Member Audrey Barton</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.

155 BUSINESS ITEMS:

Item 4 moved from Consent Calendar - Approval of Proceedings in Eminent Domain as Necessary for the MFRE River Jordan Mink Ranch North SLLC and MFRE River Jordan Mink Ranch South SLLC Properties Near the Intersection of Pioneer Crossing and Saratoga Road/2300 West. Resolution R24-23 (4-9-24).

160 City Attorney Kevin Thurman advised that there are a couple of parcels in the City that were formally owned by Scott McLachlan and are now owned by two different LLC's. The City needs to file eminent domain proceedings to be able to place wells. A letter was submitted by Gary Kearn who represents the property owner. The letter will be provided to the City Recorder to become part of the record. A study was done by Hansen Allen and Luce that shows that it would cost the City an additional \$2 million to build in the other direction. The property owner believes that the City denied development to occur on 165 the property, however the City never received a formal application for the property.

Council Member Willden wondered if they could continue to change property owners through other LLC's to make the City to continue to do this.

170 City Attorney Thurman advised this should be the final time they have to file for this particular property.

Motion by Council Member Willden to approve the Approval of Proceedings in Eminent Domain as Necessary for the MFRE River Jordan Mink Ranch North SLLC and MFRE River Jordan Mink Ranch South SLLC Properties Near the Intersection of Pioneer Crossing and Saratoga Road/2300 West Resolution R24-23 (4-9-24) seconded by Council Member Carn.

Vote:

<u>Council Member Chris Carn</u>	<u>Yes</u>
<u>Council Member Lance Wadman</u>	<u>Yes</u>
<u>Council Member Audrey Barton</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.

2. Bout Time Pub & Grub Site Plan, located 1422 N Redwood Road, Tim Ryan as Applicant. Senior Planner

185 Tippe Morlan presented this site plan to the City Council. Their proposed plan complies with all building standards.

Council Member Carn asked when they think we should expect to see the building started here.

190 Tim Ryan, applicant, advised they were preliminarily approved for their bar license with the state last month and they are ready to go when all permit processes are done.

Motion by Council Member Carn to approve the Bout Time Pub & Grub Site Plan, located 1422 N Redwood Road, Tim Ryan as Applicant with findings and conditions in the staff report seconded by Council Member McOmber.

Vote:

<u>Council Member Chris Carn</u>	<u>Yes</u>
<u>Council Member Lance Wadman</u>	<u>Yes</u>
<u>Council Member Audrey Barton</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.

200 2053. **Steele Ridge Plaza Lot 3 Site Plan, Located 369 E Crossroads Blvd, Eric Wolf as Applicant.** Senior Planner Sarah Carroll showed the renderings for the buildings. They did have concerns from neighbors about the grading changes. They are concerned that the drive-thrus will be pointing into the upper story windows of their homes. The developer is proposing to place two fences next to the residential property so they won't have to be concerned with the headlights and traffic at these businesses. The commercial property owner would have to maintain the landscaped space between the two fences.

210 Council Member McOmber wondered if they ever proposed to the current property owners to not have their current backyard fences so they wouldn't have double fencing. Having a single fence would also get eyes on the space to try and eliminate unwanted activities there.

215 Council Member Carn thinks this captures what they were hoping for in the Gateway Overlay zone. He thinks this is a great addition to the area.

220 The applicant Eric Wolf advised that building one and two have quite a few tenants planned already including; Burn BootCamp, a Taco restaurant, a Med Spa, and a Vietnamese restaurant.

Motion by Council Member Willden to approve the Steele Ridge Plaza Lot 3 Site Plan, Located 369 E Crossroads Blvd, Eric Wolf as Applicant with all staff findings and conditions seconded by Council Member McOmber.

Vote:

<u>Council Member Chris Carn</u>	<u>Yes</u>
<u>Council Member Lance Wadman</u>	<u>Yes</u>
<u>Council Member Audrey Barton</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.

225 4. **Cliff Lake Master Development Agreement and Neighborhood Plan, Located Approximately SW Corner of Pioneer Crossing and Saratoga Road, Keith Lindstrom as Applicant, Ordinance 24-14 (4-9-24).**

230 Planning Director Carroll advised this is a big project so the discussion may be a little longer. This is for a Master Development Agreement and a Neighborhood Plan. The density they are requesting is 8.25 units to the acre. They will be required to complete and dedicate Flosam Way to the City, and would be required to provide drinking water from well 6 and upsize some of the current infrastructure. They are requesting flat roofs for the senior apartments. There is a provision in this zone for an increase in density if they are in the area closer to a transit stop or corridor. The City has not heard of a stop planned by UTA and they are usually slow to prioritize our community. They are also requesting a reduction of side and rear yard setbacks. They will still have full driveways but have excluded sidewalks and gutters because they are not needed. They also did a soil survey that suggests evergreen trees won't survive in the area so they are asking to place deciduous trees instead.

240 245

City Manager Mark Christensen asked if removing the front setback from the property would allow for utilities to be placed in this project.

250 Public Works Director mentioned that Dominion Energy would prefer to have 10 feet between their placements and like to see the 20 foot setbacks to be upheld.

Council Member Wadman received clarification that they are asking for their setback to go down to 10.5 feet instead of 20.

255 Council Member McOmber is concerned that they are going to have issues with getting natural gas and power placed. He doesn't want them coming back with issues thus making the City look bad that they won't allow other utilities placed on top of ours. He is not okay with the increase in density because he does not foresee a bus stop being placed here. There are too many unknowns here. He doesn't like that they are asking for more density along with reduced parking. He is okay with the flat roof as long as it doesn't look that way from the elevation. He is okay with reducing the setbacks from 20' to 15'. He is okay with guest parking being further than 200'. People in other projects have issues with not having enough parking. He isn't okay with the reduction they are proposing but he is open to entertaining some reduction.

265 They are also asking for 1.25 parking stalls per apartment in the senior housing project. Current code states that guest stalls have to be within 200 feet from the front doors, which is why they are asking for an exception there.

270 The applicant advised that it has been about 2 years since they were last here. They designed this as a park themed community. Each grouping of homes will have playgrounds where kids and families can play. When it was all designed they had 717 units which is 8.25 units. He feels they meet the requirements by being by a transit corridor and they have opportunities for commercial business in the area. They are trying to have the community fit in the way they have designed. They are asking for flat roof parapets for the senior community. He feels the product they produce with those roofs are good quality. The engineering company they had do a study for parking said that the 1.25 spaces is sufficient for the product. They are confident that the density is sufficient there. He thinks that having one guest stall in front of each unit breaks it up and doesn't look as good. He would prefer a centralized guest parking area.

280 Council Member Carn mentioned that he has heard from Leisure Villas that they don't have enough parking, particularly on holidays when more family is visiting.

The applicant doesn't feel like there will be these issues here. Leisure Villas is the only product they have built that they have heard complaints about regarding parking.

285 Council Member Carn agrees with the comments that Council Member McOmber made.

290 Council Member Barton is against the higher density. She is also willing to look into the parking reduction, but doesn't have a specific ratio in mind. The setback reduction to 10.5' is too small for her comfort.

Council Member Willden suggested they approve this with the current parking standards for multi-family housing. Then staff can draft code for parking in senior community apartments and the applicant can come back at that time to ask for the reduced parking standards.

295

Motion made by Council Member McOmber to approve the Cliff Lake Master Development Agreement and Neighborhood Plan, Located Approximately SW Corner of Pioneer Crossing and Saratoga Road, Keith Lindstrom as Applicant, Ordinance 24-14 (4-9-24) with all staff findings and conditions including the following; flat roofs permitted as long as angles hide the flat roof, infrastructure setbacks go from 20' to 15', the density increase to 8.25 not be allowed, parking further from 200' be allowed because they meet the amount of parking needed for the amount of units, and parking for senior units be 1.25 for one bedroom units and 1.75 for two bedroom units and if code comes back reducing senior parking the developer would qualify for the reduction including conditions to amend the neighborhood plan to match the MDA in 6A, regarding Flotsam Way match the city's master transportation plan and adopt the right-of-way being proposed for the alignment of Pioneer Crossing Freeway, and that they can have deciduous trees instead of evergreen trees seconded by Council Member Carn.

Vote:

<u>Council Member Chris Carn</u>	<u>Yes</u>
<u>Council Member Lance Wadman</u>	<u>Yes</u>
<u>Council Member Audrey Barton</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.

315

5. **Westport Business Park Preliminary Plat, located ~2000 N and Redwood Road, Parker Johnson as Applicant.** Senior Planner Gina Grandpre presented this preliminary plat to the City Council. The proposed Westport Business Park is located at approximately 2000 North and Redwood Road. The total acreage of the proposed development is 18.30 acres and will include 5 lots ranging in size from .813 acres to 5.646 acres. The Westport Business Park General Plan Amendment and Rezone Development Agreement indicates the location of the Master Planned Canal Trail east of the proposed development. The proposed Preliminary Plat requires a condition that the developer be required to obtain additional easement permissions from adjacent property owners prior to submittal of the Final Plat application. The trail lines up with the existing trail to the north and runs south to connect to the Redwood Road trail. The proposed Preliminary Plat includes plans to install the Redwood Road trail along the frontage of the development and within the UDOT easement.

Motion made by Council Member Barton to approve the Westport Business Park Preliminary Plat, located ~2000 N and Redwood Road, Parker Johnson as Applicant with all staff findings and conditions also including that they have a mutually legal agreement around the canal easement seconded by Council Member Willden.

Vote:

<u>Council Member Chris Carn</u>	<u>Yes</u>
<u>Council Member Lance Wadman</u>	<u>Yes</u>
<u>Council Member Audrey Barton</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.

3406. **Personnel Policy & Procedure Updates (Including Library), Ordinance 24-15 (4-9-24).** City Attorney Kevin Thurman discussed this item along with item number 7. House Bill 284 was passed this year that requires a background check policy for libraries. They have drafted a policy for this requirement. The personnel policy is being updated to include that discipline or termination may result from the background check results.

345

Motion made by Council Member Willden to approve the Personnel Policy & Procedure Updates (Including Library), Ordinance 24-15 (4-9-24) and the Library Volunteer Background Check Policy Resolution R24-26 (4-9-24) with all staff findings and conditions seconded by Council Member Carn.

350

Vote:

Council Member Chris Carn Yes

Council Member Lance Wadman Yes

Council Member Audrey Barton Yes

Council Member Stephen Willden Yes

355

Council Member Michael McOmber Yes

Motion carried 5-0.

7. Library Volunteer Background Check Policy Resolution R24-26 (4-9-24).

This item was discussed along with business item number 6.

360

Motion made by Council Member Willden to approve the Personnel Policy & Procedure Updates (Including Library), Ordinance 24-15 (4-9-24) and the Library Volunteer Background Check Policy Resolution R24-26 (4-9-24) with all staff findings and conditions seconded by Council Member Carn.

365

Vote:

Council Member Chris Carn Yes

Council Member Lance Wadman Yes

Council Member Audrey Barton Yes

Council Member Stephen Willden Yes

370

Council Member Michael McOmber Yes

Motion carried 5-0.

8. Saratoga Springs Downtown Plan, Resolution R24-27 (4-9-24). Economic Development Director Doug Meldrum presented this Downtown Plan to the City Council. The City has the rare opportunity to take about 244 acres to make an award winning downtown. A copy of this plan can be found online in the packet materials for this meeting.

375

Council Member Barton is very impressed by this plan and is excited for it.

380

Council Member Wadman thinks this will help the City with identity and is very excited for it. He thinks all of the residents should be celebrating this vision.

385

Council Member Willden said well done to all of those involved here. He knows that former Council Members Poduska and Porter were very involved in this and he thinks they should be acknowledged as well.

Motion made by Council Member McOmber to approve the Saratoga Springs Downtown Plan, Resolution R24-27 (4-9-24) seconded by Council Member Carn.

390

Vote:

Council Member Chris Carn Yes

Council Member Lance Wadman Yes

Council Member Audrey Barton Yes

Council Member Stephen Willden Yes

395

Council Member Michael McOmber Yes

Motion carried 5-0.

WORK SESSION

1. **Sign Regulations.** The Council decided to address this item at a future meeting.

400 ADJOURNMENT:

There being no further business, Mayor Miller adjourned the meeting at 8:27 p.m.

405 Date of Approval

Mayor

410 _____
City Recorder

DRAFT



MINUTES – City Council Off-Site Work Session

Mayor Jim Miller

Mayor Pro Tempore Michael McOmber

Council Member Audrey Barton

Council Member Christopher Carn

Council Member Lance Wadman

Council Member Stephen Willden

**Friday, April 19 - Saturday, April 20, 2024 - Dixie Convention Center, Pine Valley Room
1835 S. Convention Center Drive, St. George, UT 84790**

Friday April 19, 2024

Welcome: 2:09 p.m.

Present: Mayor Jim Miller, Councilmember McOmber, Councilmember Willden, Councilmember Carn, Council Member Barton, Councilmember Wadman, City Manager Mark Christensen, Assistant City Manager Owen Jackson, City Attorney Kevin Thurman.

Via Zoom: Public Works Director Jeremy Lapin; and Jeff Davis, Veronica McCracken, Kristalyn Vercruyse, with MSR Design.

1. MSR Design, City Hall Presentation – The MSR Team gave a presentation on the design for the City Hall/Library. They received feedback and answered questions as needed.
2. Capital Project update. – Public Works Director Lapin presented updates of capital projects, and potential future plans that affect our city. He answered questions and received council feedback. Mayor Miller updated on the RC Park.
3. Cemetery update – Public Works Director Lapin shared different cemetery scenarios and received feedback.
4. NLC update - Assistant City Manager Owen Jackson noted it was beneficial to attend the National League Conference; and discussed council attendance at future training meetings. Assistant City Manager Owen Jackson noted he had attended the Fresh Look meeting for transit development planning with Senior Planner Tippe Morlan.
5. LID Policy update – City Manager Mark Christensen shared briefly about Public Infrastructure District legislation that passed recently at the State.
6. Fiscal Sustainability Analysis/Budget Discussion – continued the following day.

Meeting dismissed at 5:06 p.m. – No Actions were taken at the meeting.

Saturday April 20, 2024

Welcome: 8:14 a.m.

Present: Mayor Jim Miller, Councilmember McOmber, Councilmember Willden, Councilmember Carn, Council Member Barton, Councilmember Wadman, City Manager Mark Christensen, Assistant City Manager Owen Jackson, City Attorney Kevin Thurman.

1. Continuing discussion of items carried over from Friday.
Fiscal Sustainability Analysis/Budget Discussion – City Manager Mark Christensen reviewed City Council fiscal goals for the future.

10:20 a.m. - After request from Mayor and/or two or more council members, a motion was made by Councilmember Carn to enter into a closed session for the purpose of the character, professional competence, or the physical or mental health of an individual. Seconded by Councilmember McOmber.

Yes: Audrey Barton, Chris Carn, Michael McOmber, Lance Wadman, Stephen Willden.

No: None

Absent: None

Motion Passed.

Closed Session

Present: Mayor Jim Miller, Councilmember McOmber, Councilmember Willden, Councilmember Carn, Council Member Barton, Councilmember Wadman, City Manager Mark Christensen, Assistant City Manager Owen Jackson, City Attorney Kevin Thurman.

Closed Session adjourn at 10:40 a.m.

Discussion items continued:

2. Review goals - Council shared their goals and priorities.
3. City Hall update – Assistant City Manager Owen Jackson gave an update of previous goals including facilities, and civic events.
4. Rap tax- council discussed advantages and disadvantages of doing an election this year as opposed to future years.

Adjournment – Meeting adjourned without objection at 11:17 a.m.

Jim Miller, Mayor

Attest:

Nicolette Fike, City Recorder

Approved:

DRAFT



MINUTES – SPECIAL CITY COUNCIL MEETING AND JOINT WORK SESSION

Monday, April 29, 2024

City of Saratoga Springs

City of Saratoga Springs City Offices

1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

Call to Order: Mayor Jim Miller called the meeting to order at 6:00 p.m.

Roll Call:

Present Saratoga Springs: Mayor Jim Miller, Council Members Christopher Carn, Audrey Barton, Michael McOmber, Lance Wadman, and Stephen Willden.

Eagle Mountain: Mayor Tom Westmoreland, Council Members Donna Burnham, Melissa Clark, Jared Gray, Rich Wood, and Brett Wright.

Fairfield: Mayor Hollie McKinney, Council Members Michael Weber, Tyler Thomas, R.L. Panek, and Richard Cameron.

Cedar Fort: Mayor Wyatt Cook

Excused

Staff Present Saratoga Springs City Manager Mark Christensen, Saratoga Springs Assistant City Manager Owen Jackson, Saratoga Springs City Attorney Kevin Thurman, Saratoga Springs Public Information Officer AnnElise Harrison, Saratoga Springs City Recorder Nicolette Fike, Fairfield City Recorder Stephanie Shelley, Eagle Mountain Interim City Manager Steve Mumford, Eagle Mountain City Attorney Marcus Draper, Eagle Mountain City Recorder Fionnuala Kofoed.

Others Present: Alpine School Board Members Julie King and Joylin Lincoln.

Invocation: Mayor Westmoreland

Pledge of Allegiance: Fairfield City Council Member R.L. Panek

Work Session

Mayor Miller advised that there are several other cities meeting this evening to discuss similar things. He spoke with Mayor Johnson from Lehi City and he is thinking long term by not joining the west district. He feels like if he were to join the central district it would have to split again too soon because that would include three of the fastest growing cities in Utah. Mayor Miller supports Lehi in that decision.

381. **Discussion of Alpine School District Split Status and MGT Education Feasibility Study.** Alpine School District Board Member Julie King presented this study by MGT to the City Council Members and Mayors. Option 4 is what the Interlocal Agreements being passed tonight would support. The East District would include Orem, Vineyard, Lindon and Pleasant Grove. The West District would include Cedar Fort, Fairfield, Eagle Mountain, and Saratoga Springs. Lastly the Central District would include Lehi, Alpine, Highland, Draper, American Fork, and Cedar Hills. The presentation shown included projected revenue and expenses for each district. The west is estimated to have a \$27 million surplus. Saratoga Springs and Eagle Mountain are both expected to need additional high schools in the next ten years. The West is going to be dealing with growth over the next 40-50 years. She has been impressed with the level of collaboration amongst the cities. The main point of conversation has been how we can best meet the needs of the students and teachers and how to strengthen the communities. She thinks this is commendable, to look

49 at the big picture instead of the lens of individual cities. Alpine School District Board Member Joylin Lincoln
50 agreed with everything Ms. King mentioned.

51
52 Council Member Carn mentioned that the \$200 million bond doesn't take into account that the debt will
53 be divided if the districts are split.

54
55 Ms. King advised that any of the buildings and assets that sit in the area stays in that area. The West would
56 carry about 19% of the debt. There is an \$8 million capital levy that the district would get every year for
57 repairs and maintenance that are needed. How things will be divided up is outlined in code and will follow
58 that when or if things happen.

59
60 Mayor Miller asked how employees will be affected if this split happens. He wants to make sure
61 employees are not hurt during this transition.

62
63 Ms. King advised that they have had communication with Canyons School District and Jordan District to
64 do things differently and learn from problems they had. They have a couple of ideas on how to curb any
65 issues. They have a fund for post-employment for Tier 1 employees that they may be able to transfer to
66 all teachers regardless of what district they end up in. They are trying to not penalize teachers due to a
67 district split.

68
69 **Public Input:** Colby Curtis, Eagle Mountain, expressed his support of the cities to go forward with the
70 Interlocal Agreements. He is pleasantly surprised at the collaborative effort made by the cities. He
71 understands there may be some struggles at the beginning but he thinks the long term benefits outweigh
72 the possible bad. He does want to make sure teachers have the opportunity to end up in the district that
73 is best for them without affecting their benefits and pay as much as possible.

74
75 Heather Lambert, Saratoga Springs, is here as a parent of Alpine School District. She is also in support of
76 this Interlocal Agreement. She thanked them for putting the children's future and needs first. She feels
77 they are outvoted on the school board and this part of the district does not have adequate representation.
78 She thinks this split would allow the district to meet the needs of the children here in the best possible
79 way.

80
81 Brian King, Saratoga Springs, these were his opinions and not his wife Julie's. He has watched and notice
82 that the area here has three distinct problems. He thinks this would allow them to divide the problems
83 and address them accordingly. He is in support of this.

84
85 Eileen Strong, Eagle Mountain, retired a year ago as an Alpine School District administrator. She is in strong
86 support of this initiative. She thinks this move will be able to meet the needs of the students in the area.

87
88 Public input was closed.

89
90 Mayor Westmoreland of Eagle Mountain City expressed his appreciation to all of the people of Alpine
91 School District. This is in no way in opposition or a vote of no confidence to Alpine School District. It is
92 more of an inevitability due to all of the growth this area has seen. He appreciates all of their efforts and
93 he looks forward to keep working with them through possible transition.

94
95 Eagle Mountain Council Member Gray thinks that their staff has done a marvelous job with all of this. The
96 Council has lead this push to get the Interlocal Agreement done.

97

98 Mayor Jim Miller mentioned he went to Lehi High School when they had just become a 3A school. He
99 thinks Alpine District has done a great job, but it is no longer an era of 3A schools in this area. The growth
100 has been tremendous and they navigated it the best they could.

101

102 **Policy Session**

103

104 **1. Interlocal Agreement Between the City of Saratoga Springs, Eagle Mountain City, and Fairfield Town**
105 **Creation of a School District, Resolution R24-28 (4-29-24).** Mayor Miller mentioned that this agreement
106 shows that this is all about the children and what is the best decision for them. Council Member Jared
107 Gray (Eagle Mountain), Council Member Chris Carn (Saratoga Springs), Mayor Westmoreland (Eagle
108 Mountain), Mayor McKinney (Fairfield Town), and Mayor Miller (Saratoga Springs) are the sponsors of
109 this Interlocal Agreement.

110

111 Mayor Hollie McKinney thanked Saratoga Springs and Eagle Mountain for allowing them to participate in
112 this Interlocal Agreement.

113

114 **Motion by Council Member Carn to approve the Interlocal Agreement Between the City of Saratoga**
Springs, Eagle Mountain City, and Fairfield Town Creation of a School District, Resolution R24-29 (4-29-
2024) he also acknowledge the interlocal agreements happening in other cities and is in full support of
those seconded by Council Member Barton.

115 **Vote:**

116 **Council Member Chris Carn Yes**

117 **Council Member Lance Wadman Yes**

118 **Council Member Audrey Barton Yes**

119 **Council Member Stephen Willden Yes**

120 **Council Member Michael McOmber Yes**

121 **Motion carried 5-0.**

122

123 **Eagle Mountain Motion by Council Member Wood to approve the Interlocal Agreement Between the**
City of Saratoga Springs, Eagle Mountain City, and Fairfield Town Creation of a School District,
Resolution R24-28 (4-29-2024) and also that they support the interlocal agreements of the central cities
Lehi West to Cedar Hills and acknowledge those seconded by Council Member Clark.

124 **Vote:**

125 **Council Member Donna Burnham Yes**

126 **Council Member Melissa Clark Yes**

127 **Council Member Jared Gray Yes**

128 **Council Member Rich Wood Yes**

129 **Council Member Brett Wright Yes**

130 **Motion carried 5-0.**

131

132 **Fairfield Town Motion by Council Member Thomas to approve the Interlocal Agreement Between the**
City of Saratoga Springs, Eagle Mountain City, and Fairfield Town Creation of a School District,
Resolution 2024-12 and make a note that they approve of the other cities interlocal and their creation
of a central district seconded by Council Member Panek.

133 **Vote:**

134 **Council Member Michael Weber Yes**

135 **Council Member Tyler Thomas Yes**

136 **Council Member R.L. Panek Yes**

137 **Council Member Richard Cameron Yes**

138 **Motion carried 4-0.**

148

149 **ADJOURNMENT:**

150 There being no further business, Mayor Miller adjourned the meeting at 6:32 p.m.

151

152

153

154 Jim Miller, Mayor

155

156 Attest:

157

158

159 Nicolette Fike, City Recorder

160 Approved:

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162

DRAFT



City Council Staff Report

Author: Spencer Quain, Budget Administrator
Subject: Tentative Budget Fiscal Year 2024-2025
Date: May 7th, 2024
Type of Item: Public Hearing

Summary Recommendation: Staff recommends a public hearing for the tentative budget for fiscal year 2024-2025.

Description

A. Topic

Public hearing for the tentative budget for fiscal year 2024-2025.

B. Background

Budget requests were compiled for fiscal year 2023-2024 from all city departments by November 2023. The requests were compiled and reviewed by Administration through December 2023. During the month of December 2023 meetings were held with all department heads submitting requests. The budget committee discussed all requests in great detail to determine if requests matched City goals and were financially sustainable.

The attachment of the Budget Request Summary shows all the requests that were submitted and the requests the City Manager recommended. Changes in requests from prior Council presentations are highlighted in orange and include:

C. Analysis

A balanced budget formalizes the City's resolve to remain fiscally and legally responsible. City staff will continue to monitor economic data.

Recommendation: Staff recommends a public hearing for the tentative budget for fiscal year 2024-2025.

FY2025 Budget Requests								
Y/N City Manager Recommended	Request	Budget Amendments	FY 2024 Adjusted Budget	FY 2025 Dept Request	FY 2026 Dept Request	Recommended FY 2025 with one time 2024 Revenues	Recommended FY 2025 Ongoing	Recommended FY 2026 Ongoing
GENERAL FUND								
Administration								
BA #4	2 New Vehicles	\$ 71,000						
Y	Payplan Adjustments			\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000
Y	Reclass Financial Analyst 1 to a 2			\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Y	Increase Office Supplies Budget			\$ 3,900	\$ 3,900	\$ 3,900	\$ 3,900	\$ 3,900
N	Management Intern			\$ 31,068	\$ 31,068	\$ 31,068	\$ 31,068	\$ 31,068
Building Inspection								
BA #4	Reclass Building Inspector II to a III		\$ 308	\$ 4,867	\$ 4,867	\$ 4,867	\$ 4,867	\$ 4,867
Y	Payplan Adjustments			\$ 39,657	\$ 39,657	\$ 39,657	\$ 39,657	\$ 39,657
Treasurer								
BA #3	Increase Admin Bank Charge Budget	\$ 100,000						
Y	Payplan Adjustments			\$ 25,934	\$ 25,934	\$ 25,934	\$ 25,934	\$ 25,934
Y	Increase Training Budget			\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
City Recorder								
BA #3	Increase Deputy Recorder Hours	\$ 15,825						
Y	Payplan Adjustments			\$ (22,767)	\$ (22,767)	\$ (22,767)	\$ (22,767)	\$ (22,767)
Public Relations & Communications								
Y	Payplan Adjustments			\$ 10,340	\$ 10,340	\$ 10,340	\$ 10,340	\$ 10,340
Community Development Department								
Y	Payplan Adjustments			\$ 19,826	\$ 19,826	\$ 19,826	\$ 19,826	\$ 19,826
Elections								
	None							
Engineering								
Y	Payplan Adjustments			\$ 26,160	\$ 26,160	\$ 26,160	\$ 26,160	\$ 26,160
Y	Reclass EIT to an Engineer 1			\$ 5,408	\$ 5,408	\$ 5,408	\$ 5,408	\$ 5,408
Y	Increase Overtime Budget			\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Fire								
BA #1	Fire Marshall	\$ 3,947						
BA #4	Fire Marshall Vehicle	\$ 54,000						
Y	Payplan Adjustments			\$ 206,156	\$ 206,156	\$ 206,156	\$ 206,156	\$ 206,156
Y	3 Firefighter/Paramedics			\$ 310,987	\$ 310,987	\$ 310,987	\$ 310,987	\$ 310,987
General Govt. Building and Grounds								
	None							

Y/N City Manager Recommended	Request	Budget Amendments	FY 2024 Adjusted Budget	FY 2025 Dept Request	FY 2026 Dept Request	Recommended FY 2025 with one time 2024 Revenues	Recommended FY 2025 Ongoing	Recommended FY 2026 Ongoing
Human Resources								
Y	Payroll Coordinator to HR Specialist			\$ 9,641	\$ 9,641		\$ 9,641	\$ 9,641
IT Services								
Y	Payplan Adjustments			\$ 26,229	\$ 26,229		\$ 26,229	\$ 26,229
Justice Court								
Y	Payplan Adjustments			\$ 5,746	\$ 5,746		\$ 5,746	\$ 5,746
Legal Department								
Y	Payplan Adjustments			\$ 45,716	\$ 45,716		\$ 45,716	\$ 45,716
Y	Increase Public Defender Budget			\$ 20,000	\$ 25,000		\$ 20,000	\$ 25,000
Y	Increase Books and Memberships Budget			\$ 500	\$ 1,000		\$ 500	\$ 1,000
Legislative Department								
Y	Payplan Adjustments			\$ 2	\$ 2		\$ 2	\$ 2
Library Services								
BA #5	Library Grant Expenditures	\$ 8,854						
Y	Payplan Adjustments			\$ 40,543	\$ 40,543		\$ 40,543	\$ 40,543
N	Increase Digital Collections Budget			\$ 53,000	\$ 53,000			
N	Increase Library Programming Budget			\$ 10,000	\$ 10,000			
N	New Library Programming Associate			\$ 26,492	\$ 26,492			
Non-Departmental								
BA #3	Increase General Liability Insurance	\$ 98,300						
BA #4	Increased Budget for Civic Plus	\$ 2,000						
Y	Increase Employee Recognition Budget			\$ 19,500	\$ 19,500		\$ 19,500	\$ 19,500
Parks & Open Spaces								
Y	Payplan Adjustments			\$ 187,406	\$ 187,406		\$ 187,406	\$ 187,406
Y	Tree Maintenance			\$ 114,000	\$ 40,000	\$ 114,000	\$ 40,000	\$ 40,000
N	New Maintenance 1			\$ 117,089	\$ 75,389			
Y	Reclass a Maintenance 2 to a 3			\$ 7,967	\$ 7,967		\$ 7,967	\$ 7,967
Y	Reclass a Maintenance 4 to a Supervisor			\$ 7,844	\$ 7,844		\$ 7,844	\$ 7,844
Y	Increase WeatherTRAK Budget			\$ 24,000	\$ -	\$ 24,000		
Planning & Zoning								
BA #4	Code Compliance Supervisor		\$ 98,107	\$ 121,713	\$ 121,713		\$ 121,713	\$ 121,713
Y	Payplan Adjustments			\$ 52,332	\$ 52,332		\$ 52,332	\$ 52,332
Police - Bluffdale								
BA #1	Bluffdale Police Contract	\$ 4,713						
BA #5	Body Cameras	\$ 12,000		\$ 22,400	\$ 22,400		\$ 22,400	\$ 22,400
Y	Payplan Adjustments			\$ 141,197	\$ 141,197		\$ 141,197	\$ 141,197

Y/N City Manager Recommended	Request	Budget Amendments	FY 2024 Adjusted Budget	FY 2025 Dept Request	FY 2026 Dept Request	Recommended FY 2025 with one time 2024 Revenues	Recommended FY 2025 Ongoing	Recommended FY 2026 Ongoing
Police								
BA #1	Crime Control and Investigation	\$ 3,742						
BA #2	Animal Control	\$ 14,500						
BA #5	Body Cameras	\$ 26,000		\$ 41,000	\$ 41,000		\$ 41,000	\$ 41,000
Y	Payplan Adjustments			\$ 603,099	\$ 603,099		\$ 603,099	\$ 603,099
Y	3 New Police Officers			\$ 666,126	\$ 435,126	\$ 231,000	\$ 435,126	\$ 435,126
Y	PT Investigations Tech to FT		\$ 18,454	\$ 45,906	\$ 45,906		\$ 45,906	\$ 45,906
N	PT Logistics Tech to FT			\$ 51,319	\$ 51,319			
Y	Increase Vehicle Maintenance Budget			\$ 29,200	\$ 29,200		\$ 29,200	\$ 29,200
Public Improvements								
Y	Payplan Adjustments			\$ (17,400)	\$ (17,400)		\$ (17,400)	\$ (17,400)
Y	Reclass a Public Inspectors 1 to 2			\$ 10,716	\$ 10,716		\$ 10,716	\$ 10,716
Y	Increase Miscellaneous Budget			\$ 1,500	\$ 1,500		\$ 1,500	\$ 1,500
Public Works								
BA #4	Fleet Software	\$ 29,000		\$ 29,000	\$ 10,000		\$ 10,000	\$ 10,000
BA #4	Reclass an Admin Assistant to a Senior Public Works Technician		\$ 781	\$ 3,109	\$ 3,109		\$ 3,109	\$ 3,109
Y	Payplan Adjustments			\$ 60,313	\$ 60,313		\$ 60,313	\$ 60,313
N	Vehicle Hoist System			\$ 68,715	\$ -			
N	Fleet Mechanic III			\$ 224,257	\$ 93,257			
N	GPS Cameras for 159 Vehicles			\$ 60,000	\$ 50,000			
Recreation								
BA #1	PT Recreation Coordinator to FT	\$ 50,697						
BA #1	Equipment Purchases	\$ 25,000						
Y	Payplan Adjustments			\$ 53,932	\$ 53,932		\$ 53,932	\$ 53,932
Y	Increase Concessions Budget			\$ 2,000	\$ 2,000		\$ 2,000	\$ 2,000
Y	Increase Flag Football Budget			\$ 1,900	\$ 1,900		\$ 1,900	\$ 1,900
Y	Increase Pickleball Budget			\$ 4,500	\$ 4,500		\$ 4,500	\$ 4,500
Y	Increase Soccer Budget			\$ 12,000	\$ 12,000		\$ 12,000	\$ 12,000
Y	Increase Volleyball Budget			\$ 7,000	\$ 7,000		\$ 7,000	\$ 7,000
Y	Defund Golf			\$ (5,000)	\$ (5,000)		\$ (5,000)	\$ (5,000)

Y/N City Manager Recommended Streets	Request	Budget Amendments	FY 2024 Adjusted Budget	FY 2025 Dept Request	FY 2026 Dept Request	Recommended FY 2025 with one time 2024 Revenues	Recommended FY 2025 Ongoing	Recommended FY 2026 Ongoing
BA #3	Defund Vehicle Lease Payments Budget		\$ (43,500)					
BA #3	Increase Snow Removal Budget		\$ 43,500					
Y	Payplan Adjustments			\$ 37,743	\$ 37,743		\$ 37,743	\$ 37,743
Y	Increase Overtime Budget			\$ 30,000	\$ 30,000		\$ 30,000	\$ 30,000
Y	Increase Signals Budget			\$ 50,000	\$ 25,000		\$ 50,000	\$ 25,000
Y	Increase Striping Budget			\$ 30,000	\$ 30,000		\$ 30,000	\$ 30,000
Y	Increase Uniforms/Clothing Budget			\$ 2,100	\$ 2,100		\$ 2,100	\$ 2,100
Utility Billing								
Y	Payplan Adjustments			\$ 27,480	\$ 27,480		\$ 27,480	\$ 27,480
General Fund Total			\$ 448,578	\$ 117,650	\$ 4,022,370	\$ 3,403,455	\$ 369,000	\$ 2,992,430
STORM DRAIN CAPITAL PROJ FUND								
BA #2	Defund Redwood Road SD Cleaning	\$ (124)						
BA #2	Fox Hollow Debris Basin	\$ 159,902						
BA #2	Defund Lake Mountain Est DS1 & PS1	\$ (257)						
BA #3	Repair Lower Clark Canyon Drainage	\$ 10,000						
BA #4	Storm Drain Masterplanning	\$ 51,595						
BA #5	Fox Hollow Debris Basin	\$ 90,000						
Y	Fox Hollow Debris Basin			\$ 1,700,000			\$ 1,700,000	
Storm Drain Impact Fund Total			\$ 311,116	\$ -	\$ 1,700,000	\$ -	\$ -	\$ 1,700,000
PARKS CAPITAL PROJECTS FUND								
BA #1	Shoreline Trail	\$ 1,070,000						
BA #1	Redwood Road Trail Segments	\$ 300,000						
BA #1	Hot Springs	\$ 350,000						
BA #2	South Marina	\$ 500,000						
BA #2	Hot Springs	\$ 344,707						
BA #3	South Marina Project	\$ 25,000						
BA #3	BLM Bike Trails	\$ 30,000						
BA #3	Defund Hot Springs Project	\$ (340,630)						
BA #3	Heron Hills Park Road Base	\$ 20,011						
BA #4	Parks Masterplan	\$ 15,000						
BA #4	North Redwood Trail	\$ 7,664						
BA #5	Fox Hollow Park	\$ 10,093						
BA #5	Hot Springs Park	\$ 10,119						
BA #5	BLM ROW Grant	\$ (25,000)						
Y	Patriot Park			\$ 30,000			\$ 30,000	
Y	Heron Hills			\$ 15,000			\$ 15,000	
Parks Impact Fund Total			\$ 2,316,964	\$ -	\$ 45,000	\$ -	\$ -	\$ 45,000

Y/N City Manager Recommended	Request	Budget Amendments	FY 2024 Adjusted Budget	FY 2025 Dept Request	FY 2026 Dept Request	Recommended FY 2025 with one time 2024 Revenues	Recommended FY 2025 Ongoing	Recommended FY 2026 Ongoing
ROADS CAPITAL PROJECTS FUND								
BA #2	Pony Express Connector	\$ 191,852						
BA #3	145 N Corridor Preservation	\$ 50,000						
BA #4	Pony Express Extension	\$ 313,320						
BA #4	Pony Express Connector	\$ 110,321						
BA #4	Saratoga Rd 145 N Widening	\$ 2,000,000						
BA #4	MVC Widening	\$ 600,000						
BA #4	400 East Widening	\$ 1,000,000						
BA #5	MVC Extension-Pony to Lariat	\$ (155,085)						
BA #5	Pony Express Connector	\$ 79,679						
Y	400 East Cross Roads BLVD to Lehi		\$ 1,000,000	\$ 2,579,350			\$ 1,000,000	\$ 2,579,350
Y	145 N and Saratoga Road Widening	\$ 5,000,000	\$ 7,012,550				\$ 7,012,550	
Y	Traffic Signal at MVC & 400 North		\$ 451,000				\$ 451,000	
Y	MVC Widening	\$ 600,000	\$ 3,000,000				\$ 3,000,000	
Roads Impact Fund Total		\$ 4,190,087	\$ 5,600,000	\$ 11,463,550	\$ 2,579,350	\$ -	\$ 11,463,550	\$ 2,579,350
PUBLIC SAFETY CAPITAL PROJ FUND								
BA #3	North Fire Station Work	\$ 240,000						
Y	Public Safety Master Plan		\$ 75,000				\$ 75,000	
Public Safety Impact Fund Total		\$ 240,000	\$ -	\$ 75,000	\$ -	\$ -	\$ 75,000	\$ -
CAPITAL PROJECTS FUND								
BA #2	Transfer to Parks Fund	\$ 500,000						
BA #3	Helical Piers for South Fire Station	\$ 36,500						
BA #3	Defund Capital Equipment Budget	\$ (151,025)						
BA #3	Increase Fleet Replacement Fund Budget	\$ 129,816						
BA #3	Increase Equipment Replacement Fund Budget	\$ 151,025						
BA #4	Loan to Fund 33 (145 N and 2300 W)	\$ 2,000,000	\$ (2,000,000)				\$ (5,000,000)	
BA #4	Loan to Fund 33 (MVC)	\$ 600,000	\$ 3,000,000	\$ (2,000,000)			\$ 3,000,000	\$ (2,000,000)
BA #4	Modular Office Space	\$ 100,000						
BA #5	Fleet Replacement Fund	\$ 214,000						
Y	Fleet Replacement Fund Budget		\$ 1,350,000	\$ 1,350,000			\$ 1,350,000	\$ 1,350,000
Y	Equipment Replacement Fund Budget		\$ 250,000	\$ 250,000			\$ 250,000	\$ 250,000
Y	Public Works Building		\$ 60,000				\$ 60,000	
General Capital Fund Total		\$ 3,580,316	\$ -	\$ 2,660,000	\$ (400,000)	\$ -	\$ (340,000)	\$ (400,000)
GARBAGE UTILITY FUND								
Y	Increase Contract Services Budget		\$ 400,000	\$ 400,000			\$ 400,000	\$ 400,000
Garbage Utility Fund Total		\$ -	\$ -	\$ 400,000	\$ 400,000	\$ -	\$ 400,000	\$ 400,000
CDRA FUND								
Y	Increase Developer Agreements Budget		\$ 80,000	\$ 80,000			\$ 80,000	\$ 80,000
CDRA Fund Total		\$ -	\$ -	\$ 80,000	\$ 80,000	\$ -	\$ 80,000	\$ 80,000

Y/N City Manager Recommended	Request	Budget Amendments	FY 2024 Adjusted Budget	FY 2025 Dept Request	FY 2026 Dept Request	Recommended FY 2025 with one time 2024 Revenues	Recommended FY 2025 Ongoing	Recommended FY 2026 Ongoing
SEWER FUND								
BA #3	Decrease TSSD Sewer Connection Payments	\$ (2,000,000)						
BA #3	Increase Sewage Treatment Budget	\$ 500,000						
BA #5	Inlet Park Outfall	\$ (206,539)						
Y	Payplan Adjustments			\$ 5,333	\$ 5,333		\$ 5,333	\$ 5,333
Y	Increase Sewage Treatment Budget			\$ 400,000	\$ 400,000			
Sewer Operations Fund Total		\$ (1,706,539)	\$ -	\$ 405,333	\$ 405,333	\$ -	\$ 5,333	\$ 5,333
WASTEWATER CAPITAL PROJ FUND								
BA #2	Wetland Mitigation at Lock Lomond	\$ 45,000						
BA #2	Wildflower Lift Station	\$ 17,673						
BA #2	Lift Station 10	\$ 106,462						
BA #3	North Sewer Capacity Projects	\$ 15,000						
BA #3	Grandview to Ring Road Sewer	\$ 423,391						
BA #4	MVC South Sewer Alignment Study	\$ 20,000						
Sewer Impact Fee Fund Total		\$ 627,526	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
STORM DRAIN ENTERPRISE FUND								
BA #3	Repairs to SSD	\$ 10,000						
Y	Payplan Adjustments			\$ 31,210	\$ 31,210		\$ 31,210	\$ 31,210
Y	Reclass a Maintenance 1 to a 2			\$ 7,331	\$ 7,331		\$ 7,331	\$ 7,331
Y	Increase Fuel Budget			\$ 1,000	\$ 1,000		\$ 1,000	\$ 1,000
Storm Drain Operations Fund Total		\$ 10,000	\$ -	\$ 39,541	\$ 39,541	\$ -	\$ 39,541	\$ 39,541
WATER RIGHTS FUND								
Y	Spanish Fork Water Purchase			\$ 3,000,000			\$ 3,000,000	
Y	Mapleton Water Purchase			\$ 200,000			\$ 200,000	
Y	Beckstead water purchase			\$ 102,000			\$ 102,000	
Water Rights Operations Fund Total		\$ -	\$ -	\$ 3,302,000	\$ -	\$ -	\$ 3,302,000	\$ -
Grand Totals		\$ 10,547,139	\$ 5,718,836	\$ 24,407,029	\$ 6,591,534	\$ 369,000	\$ 19,977,089	\$ 5,801,009

FY 2025 Recommended Balanced Funds

Staff have determined that 2025 expenditures are covered by projected revenues

General Fund

Revenue	2023 Actuals	2024 Adj. Budget	2025 Budget	% Change Between 2024 and 2025
Taxes	\$ 20,695,750	\$ 21,895,000	\$ 23,513,000	7%
Licenses and Permits	\$ 1,898,241	\$ 1,761,700	\$ 2,373,000	26%
Intergovernmental Revenue	\$ 3,279,501	\$ 2,571,000	\$ 2,224,000	-16%
Charges for Service	\$ 4,317,008	\$ 4,402,400	\$ 4,878,700	10%
Other Revenue	\$ 5,084,694	\$ 4,227,119	\$ 4,210,700	0%
Administrative Charges	\$ 3,393,767	\$ 3,882,743	\$ 4,462,470	13%
Contributions & Transfers	\$ -	\$ 2,120,080	\$ 2,480,380	15%
Total General Fund Revenue	\$ 38,668,961	\$ 40,860,042	\$ 44,142,250	7%

Department	2023 Actuals	2024 Adj. Budget	2025 Budget	% Change Between 2024 and 2025
Legislative	\$ 190,750	\$ 186,920	\$ 186,921	0%
Administrative	\$ 1,639,050	\$ 2,259,525	\$ 2,376,066	5%
Utility Billing	\$ 337,267	\$ 464,744	\$ 492,224	6%
Treasurer	\$ 373,501	\$ 506,954	\$ 534,888	5%
Recorder	\$ 206,385	\$ 309,429	\$ 285,537	-8%
Attorney	\$ 666,839	\$ 784,989	\$ 851,206	8%
Justice Court	\$ 330,622	\$ 338,130	\$ 343,877	2%
Non-Departmental	\$ 917,697	\$ 1,187,790	\$ 1,188,290	0%
General Gov. Bldings & Grounds	\$ 385,857	\$ 371,004	\$ 296,300	-25%
Elections	\$ 6,789	\$ 92,500	\$ 92,500	0%
Planning & Zoning	\$ 850,405	\$ 1,248,914	\$ 1,324,851	6%
Community Development	\$ 323,290	\$ 448,666	\$ 466,992	4%
Police	\$ 5,060,125	\$ 5,819,925	\$ 7,125,659	18%
Police-Bluffdale	\$ 1,996,845	\$ 2,392,730	\$ 2,556,327	6%
Fire	\$ 4,227,067	\$ 5,236,449	\$ 5,645,592	7%
Building Inspection	\$ 1,291,568	\$ 1,714,891	\$ 1,754,240	2%
Grant Expenditures	\$ -	\$ 71,250	\$ 71,250	0%
Streets	\$ 1,040,991	\$ 1,465,443	\$ 1,562,285	6%
Public Works	\$ 873,113	\$ 916,251	\$ 978,893	6%
Engineering	\$ 867,890	\$ 913,635	\$ 911,204	0%
IT	\$ 480,064	\$ 659,867	\$ 627,046	-5%
Public Improvements	\$ 544,192	\$ 761,803	\$ 756,620	-1%
Parks	\$ 1,709,354	\$ 2,415,404	\$ 2,442,359	1%
Recreation	\$ 910,898	\$ 1,180,812	\$ 1,218,444	3%
Public Relations and Community Outreach	\$ 297,438	\$ 444,562	\$ 434,903	-2%
Library	\$ 680,016	\$ 920,451	\$ 960,774	4%
Transfers	\$ 8,276,559	\$ 7,747,000	\$ 8,657,000	11%
Total General Fund Expenditures	\$ 34,484,572	\$ 40,860,042	\$ 44,142,250	7%

Net Revenue Over Expenditures	\$ 4,184,389	\$ -	\$ -
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General Fund Summary

Revenues by Major Object	2023 Actuals	2024 Adj. Budget	2025 Budget	% Change Between 2024 and 2025
Tax Revenue	\$ 20,695,750	\$ 21,895,000	\$ 23,513,000	7%
Licenses and Permits	\$ 1,898,241	\$ 1,761,700	\$ 2,373,000	26%
Intergovernmental Revenue	\$ 3,279,501	\$ 2,571,000	\$ 2,224,000	-16%
Charges for Services	\$ 4,317,008	\$ 4,402,400	\$ 4,878,700	10%
Other Revenue	\$ 5,084,694	\$ 4,227,119	\$ 4,210,700	0%
Contributions and Transfers	\$ 3,393,767	\$ 6,002,823	\$ 6,942,850	14%
Total Revenues	\$ 38,668,961	\$ 40,860,042	\$ 44,142,250	7%

General Fund Expenditures by Major Object

	2023 Actuals	2024 Adj. Budget	2025 Budget	% Change Between 2024 and 2025
Personnel	\$ 19,600,185	\$ 25,318,338	\$ 27,956,322	9%
Materials, Supplies, and Services	\$ 6,377,523	\$ 7,146,938	\$ 7,398,928	3%
Capital Outlay	\$ 230,305	\$ 647,763	\$ 130,000	-398%
Transfers	\$ 8,276,559	\$ 7,747,000	\$ 8,657,000	11%
Total Expenditures	\$ 34,484,572	\$ 40,860,039	\$ 44,142,250	7%

Zone 2 SID (24)

	2023 Actuals	2024 Adj. Budget	2025 Budget	% Change Between 2024 and 2025
Water SID Revenue	\$ 91,444	\$ 353,000	\$ 345,000	-2%
Interest Revenue	\$ 9,500	\$ 5,000	\$ 13,000	62%
Total Revenue	\$ 100,944	\$ 358,000	\$ 358,000	0%
Water SID Expenses	\$ 97,206	\$ 358,000	\$ 358,000	0%
Transfers	\$ -	\$ -	\$ -	0%
Total Expenses	\$ 97,206	\$ 358,000	\$ 358,000	0%
Net Revenue Over Expenditures	\$ 3,738	\$ -	\$ -	

Storm Drain Capital Projects (31)

	2023 Actuals	2024 Adj. Budget	2025 Budget	% Change Between 2024 and 2025
Intergovernmental Revenue	\$ 128,979	\$ -	\$ 1,831,845	0%
Contributions & Other Sources	\$ 568	\$ 51,595	\$ -	0%
Transfers	\$ -	\$ 611,240	\$ -	-
Impact Fees Revenues	\$ 671,588	\$ 327,300	\$ 250,000	-31%
Total Revenue	\$ 801,135	\$ 1,149,656	\$ 2,081,845	45%
Capital Project Expenditures	\$ 694,407	\$ 1,149,656	\$ 2,081,845	45%
Transfers	\$ -	\$ -	\$ -	0%
Total Expenses	\$ 694,407	\$ 1,149,656	\$ 2,081,845	45%
Net Revenue Over Expenditures	\$ 106,728	\$ -	\$ -	

Parks Capital Projects (32)

	2023 Actuals	2024 Adj. Budget	2025 Budget	% Change Between 2024 and 2025
Intergovernmental Revenue	\$ 1,668,092	\$ 5,788,000	\$ 8,198,637	0%
Transfers	\$ -	\$ 2,571,996	\$ -	-
Contributions & Other Sources	\$ -	\$ 22,664	\$ -	0%
Impact Fees Revenues	\$ 2,147,838	\$ 7,874,673	\$ 1,480,000	-432%
Total Revenue	\$ 3,815,930	\$ 16,257,334	\$ 9,678,637	-68%
Capital Project Expenditures	\$ 12,364,451	\$ 13,920,338	\$ 9,428,637	-48%
Transfers	\$ -	\$ 2,321,996	\$ 250,000	-829%
Total Expenses	\$ 4,140,745	\$ 16,257,334	\$ 9,678,637	-68%
Net Revenue Over Expenditures	\$ (324,815)	\$ -	\$ -	

Roads Capital Projects (33)

	2023 Actuals	2024 Adj. Budget	2025 Budget	% Change Between 2024 and 2025
Intergovernmental Revenue	\$ -	\$ -	\$ -	0%
Impact Fees Revenues	\$ 1,254,520	\$ 21,286,043	\$ 16,826,460	-27%
Total Revenue	\$ 1,254,520	\$ 21,286,043	\$ 16,826,460	-27%
Capital Project Expenditures	\$ 10,340,076	\$ 11,286,043	\$ 14,826,460	24%
Transfers	\$ -	\$ 10,000,000	\$ 2,000,000	-400%
Total Expenses	\$ 10,340,076	\$ 21,286,043	\$ 16,826,460	-27%
Net Revenue Over Expenditures	\$ (9,085,556)	\$ -	\$ -	

Public Safety Capital Projects (34)

	2023 Actuals	2024 Adj. Budget	2025 Budget	% Change Between 2024 and 2025
Impact Fees Revenues	\$ 812,337	\$ 1,579,226	\$ 825,000	-91%
Transfers	\$ -	\$ 375,978	\$ -	-
Total Revenue	\$ 812,337	\$ 1,955,204	\$ 825,000	-137%
Capital Project Expenditures	\$ 261,337	\$ 1,432,204	\$ 75,000	-1810%
Transfers	\$ -	\$ 523,000	\$ 750,000	30%
Total Expenses	\$ 261,337	\$ 1,955,204	\$ 825,000	-137%
Net Revenue Over Expenditures	\$ 551,000	\$ -	\$ -	

Capital Projects (35)

	2023 Actuals	2024 Adj. Budget	2025 Budget	% Change Between 2024 and 2025
Transfers and Other Sources	\$ 1,398,000	\$ 11,379,840	\$ 7,378,000	-54%
Contributions & Other Revenues	\$ 760,420	\$ 11,760,196	\$ 800,000	-1370%
Total Revenue	\$ 2,158,420	\$ 26,090,036	\$ 8,178,000	-219%
Capital Project Expenditures	\$ 2,691,053	\$ 25,590,035	\$ 5,178,000	-394%
Transfers	\$ -	\$ 500,000	\$ 3,000,000	0%
Total Expenses	\$ 2,691,053	\$ 26,090,036	\$ 8,178,000	-219%
Net Revenue Over Expenditures	\$ (532,633)	\$ -	\$ -	

Debt Service (40)

	2023 Actuals	2024 Adj. Budget	2025 Budget	% Change Between 2024 and 2025
Admin Fees	\$ 213,773	\$ 174,000	\$ 215,000	19%
Contributions and Transfers	\$ 78,027	\$ 119,500	\$ 78,000	-53%
Total Revenue	\$ 291,800	\$ 293,500	\$ 293,000	0%
Debt Service	\$ 290,567	\$ 293,500	\$ 293,000	0%
Total Expenses	\$ 290,567	\$ 293,500	\$ 293,000	0%
Net Revenue Over Expenditures	\$ 1,233	\$ -	\$ -	

Community Development Renewal Agency (42)

	2023 Actuals	2024 Adj. Budget	2025 Budget	% Change Between 2024 and 2025
Transfers and Other Sources	\$ 760,000	\$ 880,000	\$ 960,000	8%
Total Revenue	\$ 760,000	\$ 880,000	\$ 960,000	8%
Materials, Supplies and Services	\$ 729,649.69	\$ 880,000	\$ 960,000	8%
Total Expenses	\$ 729,649.69	\$ 880,000	\$ 960,000	8%
Net Revenue Over Expenditures	\$ 30,350.31	\$ -	\$ -	

Local Building Authority (44)

	2023 Actuals	2024 Adj. Budget	2025 Budget	% Change Between 2024 and 2025
Transfers and Other Sources	-	-	\$ 3,200,000	-
Total Revenue	-	-	\$ 3,200,000	-
Debt Service	-	-	\$ 3,200,000	-
Total Expenses	-	-	\$ 3,200,000	-
Net Revenue Over Expenditures	-	-	\$ -	-

Street Lighting (50)

	2023 Actuals	2024 Adj. Budget	2025 Budget	% Change Between 2024 and 2025
Street Lighting	\$ 583,216	\$ 554,000	\$ 541,000	-2%
Transfers	\$ 28,063	\$ 121,186	\$ 34,000	-256%
Total Revenue	\$ 611,279	\$ 675,186	\$ 575,000	-17%
Street Lighting Operations	\$ 211,576	\$ 396,309	\$ 399,438	1%
Street Lighting Capital	\$ 119,841	\$ 130,160	\$ -	-
Transfers	\$ 53,236	\$ 58,717	\$ 85,562	31%
Depreciation	\$ -	\$ 90,000	\$ 90,000	0%
Total Expenses	\$ 384,653	\$ 675,186	\$ 575,000	-17%
Net Revenue Over Expenditures	\$ 226,626	\$ -	\$ -	

Water (51)

	2023 Actuals	2024 Adj. Budget	2025 Budget	% Change Between 2024 and 2025
Utility Operating Revenue	\$ 9,034,013	\$ 8,300,000	\$ 9,710,000	15%
Water	\$ -	\$ 3,011,871	\$ -	-
Total Revenue	\$ 9,034,013	\$ 11,311,871	\$ 10,788,630	-5%
Water Operations	\$ 4,014,991	\$ 4,581,587	\$ 4,655,484	2%
Secondary Water Operations	\$ 1,919,496	\$ 2,500,103	\$ 2,259,421	-11%
Depreciation	\$ -	\$ 3,275,000	\$ 2,800,000	-17%
Transfers	\$ 842,635	\$ 955,181	\$ 1,073,725	11%
Total Water Fund Expenses	\$ 6,777,123	\$ 11,311,871	\$ 10,788,630	-5%
Net Revenue Over Expenditures	\$ 2,256,891	\$ -	\$ -	

Sewer (52)

	2022 Actuals	2024 Adj. Budget	2025 Budget	% Change Between 2024 and 2025
Operating & Non-Operating Revenue	\$ 7,023,592	\$ 10,884,418	\$ 7,420,000	-47%
Total Revenue	\$ 7,023,592	\$ 10,884,418	\$ 8,039,604	-35%
Sewer Operations	\$ 3,742,692	\$ 8,503,889	\$ 5,502,886	-55%
Depreciation	\$ -	\$ 1,200,000	\$ 1,200,000	0%
Transfers	\$ 979,829	\$ 1,180,528	\$ 1,336,718	12%
Total Expenses	\$ 4,722,521	\$ 10,884,418	\$ 8,039,604	-35%
Net Revenue Over Expenditures	\$ 2,301,072	\$ -	\$ -	

Wastewater Capital Projects (53)

	2022 Actuals	2024 Adj. Budget	2025 Budget	% Change Between 2024 and 2025
Transfers	\$ -	\$ 735,593	\$ -	-
Impact Fees Revenue	\$ 2,420,217	\$ 2,343,525	\$ 1,025,000	-129%
Total Revenue	\$ 2,420,217	\$ 3,079,118	\$ 1,025,000	-200%
Capital Project Expenditures	\$ 3,084,524	\$ 2,679,118	\$ 625,000	-329%
Depreciation	\$ -	\$ 400,000	\$ 400,000	0%
Transfers	\$ -	\$ -	\$ -	0%
Total Expenses	\$ 3,084,524	\$ 3,079,118	\$ 1,025,000	-200%
Net Revenue Over Expenditures	\$ (664,307)	\$ -	\$ -	

Storm Drain (54)

	2022 Actuals	2024 Adj. Budget	2025 Budget	% Change Between 2024 and 2025
Operating Revenue	\$ 1,372,324	\$ 1,266,000	\$ 1,400,000	10%
Contributions & Other Sources	\$ 91,418	\$ 1,161,755	\$ 1,125,211	-3%
Total Revenue	\$ 1,488,661	\$ 2,427,755	\$ 2,525,211	4%
Storm Drain Operations	\$ 356,291	\$ 517,768	\$ 541,496	4%
Depreciation	\$ -	\$ 1,200,000	\$ 1,200,000	0%
Transfers and Other Uses	\$ 527,851	\$ 709,987	\$ 783,715	9%
Total Expenses	\$ 884,142	\$ 2,427,755	\$ 2,525,211	4%
Net Revenue Over Expenditures	\$ 604,519	\$ -	\$ -	

Garbage (55)

	2023 Actuals	2024 Adj. Budget	2025 Budget	% Change Between 2024 and 2025
Operating Revenue	\$ 2,688,811	\$ 2,500,000	\$ 2,900,000	14%
Interest Revenue & Other Sources	\$ 23,789	\$ 35,000	\$ 36,000	3%
Total Revenue	\$ 2,712,600	\$ 2,535,000	\$ 2,936,000	14%
Garbage Operations	\$ 2,384,726	\$ 2,358,425	\$ 2,731,550	14%
Transfers	\$ 195,188	\$ 176,575	\$ 204,450	14%
Total Expenses	\$ 2,579,914	\$ 2,535,000	\$ 2,936,000	14%
Net Revenue Over Expenditures	\$ 132,686	\$ -	\$ -	

Culinary Water Capital Projects (56)

	2023 Actuals	2024 Adj. Budget	2025 Budget	% Change Between 2024 and 2025
Connection Fees Revenue	\$ 2,096,144	\$ 1,573,000	\$ 1,520,000	-3%
Intergovernmental Revenues	\$ -	\$ -	\$ -	0%
Transfers	\$ -	\$ -	\$ -	0%
Total Revenue	\$ 2,096,144	\$ 8,063,495	\$ 1,520,000	-430%
Capital Project Expenditures	\$ 4,327,810	\$ 6,863,496	\$ 50,000	-13627%
Transfers and Other Uses	\$ -	\$ -	\$ 270,000	0%
Depreciation	\$ -	\$ 1,200,000	\$ 1,200,000	0%
Total Expenses	\$ 4,356,856	\$ 8,063,495	\$ 1,520,000	-430%
Net Revenue Over Expenditures	\$ (2,260,713)	\$ -	\$ -	

Secondary Water Capital Projects (57)

	2023 Actuals	2024 Adj. Budget	2025 Budget	% Change Between 2024 and 2025
Connection Fees Revenues	\$ 1,709,075	\$ 3,277,323	\$ 1,300,000	-152%
Transfers	\$ -	\$ 436,213	\$ -	-
Total Revenue	\$ 1,717,870	\$ 3,713,536	\$ 3,300,000	-13%
Capital Project Expenditures	\$ 2,912,383	\$ 2,513,536	\$ 2,100,000	-20%
Transfers Out	\$ -	\$ -	\$ -	0%
Depreciation	\$ -	\$ 1,200,000	\$ 1,200,000	0%
Transfers and Other Uses	\$ -	\$ -	\$ -	0%
Total Expenses	\$ 2,912,383	\$ 3,713,536	\$ 3,300,000	-13%
Net Revenue Over Expenditures	\$ (1,194,513)	\$ -	\$ -	

Water Rights (58)

	2023 Actuals	2024 Adj. Budget	2025 Budget	% Change Between 2024 and 2025
Water Rights	\$ 6,172,530	\$ 3,447,000	\$ 1,600,000	-115%
Interest Revenue & Other Sources	\$ 352,039	\$ 2,454,194	\$ 2,239,600	0%
Total Revenue	\$ 6,524,569	\$ 5,901,194	\$ 3,839,600	-54%
Water Rights Expenses	\$ 3,741,682	\$ 5,901,194	\$ 3,839,600	-54%
Transfers	\$ -	\$ -	\$ -	0%
Total Expenses	\$ 3,741,682	\$ 5,901,194	\$ 3,839,600	-54%
Net Revenue Over Expenditures	\$ 2,782,886	\$ -	\$ -	-

Total Budget

	2023 Actuals	2023 Budget	2024 Budget	% Change Between 2024 and 2025
Total Budgeted Revenues	\$ 82,292,991	\$ 157,721,388	\$ 121,092,237	-30%
Total Budgeted Expenditures	\$ 83,173,411	\$ 157,721,388	\$ 121,092,237	-30%
Total Net Revenues Over Expenditures	\$ (880,420)	\$ -	\$ -	-

Statistical Information

	2021	2022	2023 (City Estimate)	% Difference
Population (according to the US Census)	44,164	49,354	56,000	12%

RESOLUTION NO. R24-37 (5-7-24)

**RESOLUTION ADOPTING THE TENTATIVE BUDGET
FOR THE CITY OF SARATOGA SPRINGS FOR THE
FISCAL YEAR 2024-2025; SETTING A DATE, TIME, AND
PLACE FOR A PUBLIC HEARING AND ADOPTION OF
THE FISCAL YEAR 2024-2025 BUDGET; AND ORDERING
THAT NOTICE OF THE PUBLIC HEARING BE
PUBLISHED AT LEAST SEVEN DAYS IN ADVANCE.**

WHEREAS, Section 10-6-111, Utah Code Annotated, 1953, as amended, requires that the Budget Officer, on or before the first regularly scheduled meeting in May, to present to the City Council for consideration a tentative budget for the next fiscal year; and

WHEREAS, Section 10-6-113, Utah Code Annotated, 1953, as amended, requires that a public hearing should be scheduled to obtain public comment prior to the final budget adoption; and

WHEREAS, Section 10-6-113, Utah Code Annotated, 1953, as amended, requires that the City Council establish the date, time, and place of a public hearing to consider its adoption and to order that notice of the public hearing be published at least seven days prior to the hearing in at least one issue of a newspaper of general circulation published in the county in which the city is located, and on the Utah Public Notice Website.

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 tentative budget for fiscal year 2024-2025 as set forth and attached hereto.
2. Public hearings are hereby scheduled for Tuesday, May 21st, 2024 at 6:00 pm at the City Council Chambers at 1307 N. Commerce Drive, Suite 200, in Saratoga Springs, Utah, for the purpose of receiving public comment and input on the tentative municipal budget for the fiscal year 2024-2025.
3. The City Council orders that notice of the public hearings be published at least seven days prior to the May 21st, 2024 hearing in a newspaper of general circulation in the county in which the City is located, and on the Utah, Public Notice Website.

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

Signed: _____
Jim Miller, Mayor

Attest: _____
City Recorder _____
Date _____



City Council Staff Report

Author: Spencer Quain, Budget Administrator

Subject: Tentative Budget-Enterprise Fund Transfers Fiscal Year 2024-2025

Date: May 7th, 2024

Type of Item: Public Hearing

Summary Recommendation: Staff recommends a public hearing for the Tentative Budget-Enterprise Fund Transfers for fiscal year 2024-2025.

Description

A. Topic

Public hearing for the Tentative Budget-Enterprise Fund Transfers for fiscal year 2024-2025.

B. Background

The City's General Fund provides services to the City's Enterprise Funds (Garbage, Water, Sewer, Storm Drain and Street Lighting). Those Enterprise Funds are charged Administrative Charges for those services to recoup costs to the General Fund. Administrative Charges are determined by an annual study which takes into account budgetary changes from year to year.

In addition, some Enterprise Funds (Water, Sewer, and Storm Drain) are charged annually to cover their share of debt expenses paid through the Debt Service Fund.

C. Analysis

	Transfers due to Non-Personnel Services*	Transfers due to Personnel Services*	Total Amount Transferred to General Fund (10)	Total Amount Transferred to Debt Service (40)	Transfer as a % of Enterprise Fund Expenditures
Admin Charge-Street Light (50)	\$-	\$85,562	\$85,562	\$-	15%
Admin Charge-Water (51)	\$545,056	\$1,602,395	\$2,147,451	\$-	20%
Admin Charge-Sewer (52)	\$308,028	\$980,977	\$1,289,005	\$-	17%
Admin Charge-Storm Drain (54)	\$158,778	\$577,223	\$736,001	\$-	29%
Admin Charge-Garbage (55)	\$93,600	\$110,850	\$204,450	\$-	7%
Debt Service Charge-Water (51)	\$-	\$-	\$-	\$118,559.00	1%
Debt Service Charge-Sewer (52)	\$-	\$-	\$-	\$47,713.00	1%
Debt Service Charge-Storm Drain (54)	\$-	\$-	\$-	\$47,714.00	2%

*Personnel Services include; Human Resources services, Custodial Services, Utility Billing services, IT services, Finance Department services, Public Works Admin (PW admin is budgeted in the General Fund), Streets Department (Streets department assists the Enterprise Funds in some functions), Legal services, City Recorder services

*Non-Personnel Services include; Bank charges, Insurance costs, Auditing services, Utility expenses, various office expenses

Recommendation: Staff recommends a public hearing for the Tentative Budget-Enterprise Fund Transfers for fiscal year 2024-2025.

RESOLUTION R24-38 (5-7-24)

A RESOLUTION OF THE CITY OF SARATOGA SPRINGS, UTAH APPROVING ENTERPRISE FUND TRANSFER INFORMATION IN THE TENTATIVE BUDGET FOR FISCAL YEAR 2024-2025; SETTING A DATE, TIME, AND PLACE FOR A PUBLIC HEARING FOR THE CONSIDERATION OF THE ENTERPRISE FUND TRANSFERS IN THE FISCAL YEAR 2024-2025 BUDGET; AND ORDERING THAT NOTICE OF THE PUBLIC HEARING BE PUBLISHED AT LEAST SEVEN DAYS IN ADVANCE

WHEREAS, Utah Code § 10-6-135.5 allows the City of Saratoga Springs, Utah (“City”), to transfer money in an enterprise fund to another fund to pay for a good, service, project, venture, or other purpose that is not directly related to the goods or services provided by the enterprise for which the enterprise fund was created (hereinafter “enterprise fund transfer”); and

WHEREAS, Section 10-6-135.5 requires the City to publish in the tentative budget in a separate section or document an identification of the enterprise fund from which money is intended to be transferred and specific enterprise fund information for that enterprise fund, which includes the dollar amount of transfers from one enterprise fund to another fund and the percentage of the total enterprise fund expenditures represented by each transfer to another fund; and

WHEREAS, the enterprise fund information is attached to this Resolution as Exhibit A and is hereby adopted by the City Council as part of the tentative budget; and

WHEREAS, Section 10-6-135.5 requires that a public hearing be scheduled to obtain public comment on the enterprise fund transfer, among other things, which will be held on May 21, 2024 at 6:00 pm at the same time the final budget is adopted by the City Council; and

WHEREAS, Section 10-6-135.5 requires that the City publish notice of the public hearing at least seven days prior to the hearing as a Class A public notice under Utah Code § 63G-30-102.

NOW THEREFORE, be it resolved by the Governing Body of the City of Saratoga Springs, Utah, that:

1. The enterprise fund transfers, data, and information in Exhibit A be adopted as part of the tentative budget for fiscal year 2024-2025.
2. A public hearing be scheduled for Tuesday, May 21, 2024, at 6:00 pm at the City Council Chambers at 1307 N. Commerce Drive, Suite 200, in Saratoga Springs, Utah, for the purposes of:
 - a. Explaining the intended enterprise fund transfers; and
 - b. Providing enterprise fund accounting data to the public; and
 - c. receiving public comment and input on the intended enterprise fund transfers and accounting data; and

3. That the City Recorder publish a Class A notice of the public hearing of the enterprise fund transfers at least 7 days before the enterprise fund hearing. The notice must include:
 - a. An explanation of the intended transfers of enterprise fund money to another fund; and
 - b. specific enterprise fund information for each enterprise fund from which money is intended to be transferred, which includes:
 - i. the dollar amount of transfers from one enterprise fund to another fund; and
 - ii. the percentage of the total enterprise fund expenditures represented by each transfer to another fund; and
 - c. the date, time, and place of the public hearing; and
 - d. the purpose of the public hearing.

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

Signed: _____
Jim Miller, Mayor

Attest: _____
Nicolette Fike, City Recorder _____
Date _____



SITE PLAN

RAISING CANE'S, SARATOGA SPRINGS COMMERCIAL LOT 604

MAY 7, 2024

PUBLIC MEETING

Report Date:	April 30, 2024
Applicant:	Chris Bick, Kimley-Horn
Owner:	Westlake Partners Phase F, LLC
Location:	1267 N. Redwood Road
Major Street Access:	Redwood Road and Lake Drive
Parcel Number(s) & Size:	66:931:0618, 1.15 acres
Land Use Designation:	Regional Commercial
Parcel Zoning:	RC
Adjacent Zoning:	RC, PC
Current Use of Parcel:	Vacant Lot
Adjacent Uses:	Regional Commercial, Planned Community
Previous Meetings:	Plat F approved in November 2022
Previous Approvals:	Concept Plan Review by staff, 12/08/23
Type of Action:	Administrative
Land Use Authority:	City Council
Planner:	Gina Grandpre, Senior Planner

A. Executive Summary:

The applicant requests approval of a site plan for a Raising Cane's drive-thru restaurant, located on lot 604 of the Saratoga Springs Commercial Plat F, at 1267 N. Redwood Road. The Lot is 1.15 acres, includes the required 30 foot trail/landscape easement along Redwood Road, and incorporates 20% landscaping on the site to meet the Title 19 requirements. Access to the lot will be from the west side of Lake Drive, with no access to the lot from Redwood Road or the south side of Lake Drive. The lot is 1.15 acres and the proposed site plan provides adequate parking for a drive-thru/restaurant use.

Recommendation:

On April 11, 2024, the Planning Commission recommended approval of the Raising Cane's Site Plan with the findings and conditions in the staff report, as shown in Exhibit 7.

Staff recommends that the City Council conduct a public meeting on the Raising Cane's Site Plan, review and discuss the proposal, and choose from the options in Section I of this report. Options include approval with or without conditions, denial, or continuation.

Gina Grandpre, Senior Planner

ggrandpre@saratogaspringscity.com

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801-766-9793 x185 • 801-766-9794 fax

B. **Background:** The subject property is part of the Saratoga Springs Commercial Plat F subdivision, which was approved by the City Council on November 7, 2022.

C. **Specific Request:** The applicant is requesting site plan approval of the Raising Cane's site improvements and building elevations located on Lot 604 of the Saratoga Springs Commercial Plat F Subdivision.

D. **Process:** Section 19.13 summarizes the process of site plan approval. The City Council is the Land Use Authority of new site plans, followed by a recommendation from the Planning Commission. This item is scheduled to be discussed in a public meeting and a public hearing is not required.

E. **Community Review:** This has been noticed as a public meeting per City and State statutes, which requires 24-hour notice on the public notice website. As of the date of this report no public input has been received.

F. **General Plan:** The site is designated as Regional Commercial on the General Plan Land Use Map. The General Plan describes the general characteristics of the Regional Commercial land use designation as follows:

Regional Commercial (RC): Areas that incorporate retail, employment, entertainment, and civic uses.

Staff conclusion: Consistent. A drive-thru/restaurant use is allowed in the Regional Commercial zone, which covers the uses proposed by Raising Cane's. Adjacent properties are zoned RC where retail, restaurant, and office uses occur. Other adjacent properties will remain vacant until future development happens. Sidewalks and pathways are provided for pedestrian access in and around the parcel.

G. Code Criteria:

For full analysis please see the attached Planning Review Checklist.

- 19.04, Land Use Zones: **Complies.**
- 19.05, Supplemental Regulations: **Complies.**
- 19.06, Landscaping and Fencing: **Complies.**
- 19.09, Off Street Parking: **Complies.**
- 19.11, Lighting: **Complies.**
- 19.13, Process: **Complies** and scheduled for PC.
- 19.14, Site Plans: **Complies.**
- 19.16, Site and Architectural Design Standards: **Complies.**

I. Recommendation and Alternatives:

Staff recommends that the City Council review, discuss the application, and choose from the following options.

Option 1 – Approval

“I move that the City Council approve the proposed Raising Cane’s Site Plan, located at 1267 N. Redwood 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 complies with the criteria of the Land Development Code, as articulated in section “G” of the staff report, which section is incorporated by reference herein.

Conditions:

1. All conditions of the City Engineer shall be met, including but not limited to those in the attached Engineering Staff Report.
2. All requirements of the Fire Chief shall be met.
3. All other Code requirements shall be met.
4. Any other conditions or changes as articulated by the City Council:

Option 2 – Continuance

“I move to **continue** the Site Plan for Raising Cane’s 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. _____

Option 3 – Denial

“I move that the City Council deny the proposed Site Plan for Raising Cane’s, located at 1267 N. Redwood Road with the Findings below:

1. The application is not consistent with the General Plan:
 - a. _____, and/or,
2. The Site Plan is not consistent with Section [19.04, 19.05, 19.06, 19.09, 19.11, 19.13, 19.14, 19.16, 19.18] of the Code, as articulated by the City Council:
_____.

J. Exhibits:

1. City Engineer’s Report
2. Location & Zone Map
3. Planning Review Checklist
4. Site Plan
5. Landscaping
6. Elevations
7. Planning Commission Minutes, April 11, 2024

Exhibit 1: Engineer's Report

Staff Report

Author: Ken Knight, Staff Engineer

Subject: Raising Cane's – Site Plan

Date: April 11, 2024

Type of Item: Site Plan Approval



**SARATOGA
SPRINGS**

Description:

A. Topic: The Applicant has submitted a Site Plan application. Staff has reviewed the submittal and provides the following recommendations.

B. Background:

Applicant: Chris Bick, Kimley-Horn
Request: Site Plan Approval
Location: 1267 N. Redwood Road
Acreage: 1.15 Acres - 1 Lot

C. Recommendation: Staff recommends the approval of Site Plan subject to the following conditions:

1. All review comments and redlines provided by the City Engineer are to be complied with and implemented with the approved construction drawings.
2. Provide a Storm Water Pollution Prevention Plan (SWPPP) following the State template, prior to the pre-construction meeting. Coordinate with Thomas Gwynn, Storm Water Division (TGwynn@saratogaspringscity.com).
3. Owner to record a Long-Term Storm Water Management Agreement and provide a Long-Term Storm Water Management Plan (LTSWMP) for the project. The plan portion will be required prior to scheduling a pre-construction meeting. Coordinate with Thomas Gwynn, Storm Water Division (TGwynn@saratogaspringscity.com).
4. Project shall comply with all ADA standards and requirements.

5. Developer must secure water rights as required by the City Engineer, City Attorney, and development code.
6. Developer shall provide easements for all public utilities not located in the public right-of-way.
7. Developer is required to ensure that there are no adverse effects to adjacent properties due to the grading practices employed during construction.
8. Developer may be required by the Saratoga Springs Fire Chief to perform fire flow tests prior to the issuance of certificate of occupancy or prior to commencement of the warranty period.
9. Submittal of as-built drawings in pdf format to the City Engineer is required prior to acceptance of site improvements and the commencement of the warranty period.
10. Project bonding for the site plan must be completed as approved by the City Engineer prior to the preconstruction meeting.

Exhibit 2: Location & Zoning Map



Gina Grandpre, Senior Planner
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Exhibit 3: Planning Review Checklist



SARATOGA
SPRINGS
PLANNING

APPLICATION REVIEW CHECKLIST

Application Information

Date Received:	3/28/2024
Date of Review:	4/1/2024
Project Name:	Raising Cane's Site Plan
Project Request / Type:	Site Plan
Meeting Type:	N/A
Applicant:	Chris Bick
Owner:	Westlake Partners Phase F, LLC
Location:	1267 N Redwood Road
Major Street Access:	Redwood Road and Lake Drive
Parcel Number(s) and size:	66:931:0618; 1.15 acres
Land Use Designation:	Regional Commercial
Parcel Zoning:	Regional Commercial
Adjacent Zoning:	Regional Commercial
Current Use:	Vacant Lot
Adjacent Uses:	Commercial
Previous Meetings:	None
Previous Approvals:	Saratoga Springs Commercial Plat F Approved by City Council on November 7, 2022
Type of Action:	Administrative
Land Use Authority:	City Council
Planner:	Gina Grandpre, Senior Planner

Section 19.13 – Application Submittal

- Application Complete: Yes
- Rezone Required: No
- General Plan Amendment required: No
- Additional Related Application(s) required: None

Section 19.13.04 – Process

- DRC: 01/30/24
- Neighborhood Meeting: Not required

Gina Grandpre, Senior Planner
ggrandpre@saratogaspringscity.com

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801-766-9793 x185 • 801-766-9794 fax

- PC: 04/11/24
- CC: 5/07/24

General Review

Building Department

- No Comments

Fire Department

- Fire sprinkler plan to be reviewed by 3rd party

GIS / Addressing

- No Comments

Additional Recommendations:

Proposed wall art is considered signage will need to be removed.

Location is off Lake Drive.

Code Review

- 19.04, Land Use Zones
 - Zone: Regional Commercial
 - Use: Regional Commercial

19.04.01 Requirements		Regional Commercial	
Category To Be Reviewed	Regulation	Compliance	Findings
Development Size (Minimum)	N/A		
Lot Size (Minimum)	30,000 sq. ft.	Complies	<i>See Planning for plans</i>
Front/Corner Side Setback (Minimum)	10'	Complies	<i>See Planning for plans</i>
Interior Side Setback (Minimum)	10' or height of building, whichever is greater, when adjacent to a residential zone	Complies	<i>See Planning for plans</i>
Rear Setback (Minimum)	30' or height of building, whichever is greater, when adjacent to a residential zone	Complies	<i>See Planning for plans</i>
Building Separation (Minimum)	N/A		
Lot Width (Minimum)	N/A		
Lot Frontage (Minimum)	N/A		
Building Height (Maximum)	50'	Complies	<i>See Planning for plans</i>
Lot coverage (Maximum)	50%	Complies	<i>See Planning for plans</i>
Building Size (Minimum)	1,000 sq. ft.	Complies	<i>See Planning for plans</i>

Building Size (Maximum)	N/A		
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19.05 Supplemental Regulations

Regulation	Compliance	Findings
Flood Plain: All buildings and structures intended for human occupancy shall be constructed at least (1) one foot above the base flood elevation of Zone A as defined on the FEMA Flood Insurance Map.	Complies.	<i>See Planning for plans</i>
Water & Sewage: Each lot shall be connected to City water and sewer.	Complies.	<i>See Planning for plans</i>
Transportation Master Plan: No building lot shall be created and no structure shall be erected within the location of a proposed street, road, highway, or right-of-way as shown on the City's currently-approved Transportation Master Plan.	Complies.	<i>See Planning for plans</i>
Property Access - All lots shall abut a dedicated public street or highway or a private roadway.	Complies.	<i>See Planning for plans</i>
19.05.16. Special Standards and Considerations Governing Particular Uses. <i>See Code for details</i>		
Automobile refueling stations and car wash operations.	N/A.	<i>Not the proposed use</i>
Automobile Repair, Minor:	N/A.	<i>Not the proposed use</i>
Car Wash (full service).	N/A.	<i>Not the proposed use</i>
Hotels.	N/A.	<i>Not the proposed use</i>
Kennel, Private.	N/A.	<i>Not the proposed use</i>
Storage, Self-Storage, or Mini-Storage Units.	N/A.	<i>Not the proposed use</i>
Vehicle Storage.	N/A.	<i>Not the proposed use</i>
Public and Private Utility Building or Facility and Public Building Sites.	N/A.	<i>Not the proposed use</i>
Bars.	N/A.	<i>Not the proposed use</i>

19.06 Landscaping and Fencing

Landscape Plans

Regulation	Compliance	Findings
Landscape Architect: Landscaped plans shall be prepared by a licensed landscape architect.	Complies.	<i>See Planning for plans</i>
Existing Conditions: Show the location and dimension of all existing and proposed structures, property lines, easements, parking lots, power lines, rights-of-way, ground signs, refuse areas, and lighting.	Complies.	<i>See Planning for plans</i>
Planting Plan: Show location and planting details for all proposed vegetation and materials. Indicate the size of the plant material at maturation. All existing vegetation that will be removed or remain must be identified.	Complies.	<i>See Planning for plans</i>
Plants: The name (both botanical and common name), quantity, and size of all proposed plants.	Complies.	<i>See Planning for plans</i>
Topography: Existing and proposed grading of the site indicating contours at two-foot intervals.	Complies.	<i>See Planning for plans</i>
Irrigation: Irrigation plans showing the system layout and details.	Complies.	<i>See Planning for plans</i>
Fencing: Location, style, and details for proposed and existing fences and identification of the fencing materials.	Complies.	<i>None proposed</i>
Data Table: Table including the total number of each plant type, and total square footage and percentage of landscaped areas, domestic turf grasses, decorative rock, mulch, bark, and drought tolerant plant species.	Complies.	<i>See Planning for plans</i>

Planting Standards

Deciduous Trees: Minimum 2" in caliper.	Complies.	<i>See Planning for plans</i>
Evergreen Trees: Minimum 6' in height.	Complies.	<i>See Planning for plans</i>

Tree Base Clearance: 3' diameter around every tree must be kept clear of turf and rock mulch. In parking lot islands and other narrow strips where turf two feet or less in width would otherwise occur, this clear area may be reduced to 2'.	Complies.	<i>See Planning for plans</i>
Shrubs: 25% of required shrubs must be a minimum of 5 gallons in size at time of installation; all other required shrubs shall be a minimum of 1 gallon in size.	Complies.	<i>See Planning for plans</i>
Turf: No landscaping shall be comprised of more than seventy percent turf, except within landscaped parks.	Complies.	<i>See Planning for plans</i>
Artificial Turf : Shall require a building permit shall meet the following requirements with documentation provided by home owner or contractor: <ul style="list-style-type: none"> i. Artificial turf shall have a minimum eight-year "no-fade" warranty; ii. Multi-color blend needed to mimic real grass iii. Must be installed according to manufacturer's instructions; iv. Minimum pile height shall be 1.5 inches, minimum face/pile weight shall be at least 50 oz. per square yard, and water permeability shall be at least 19 inches per hour; v. Landscape plan shall provide for a minimum of 25 percent live vegetation coverage to comply with residential front and/or street side yard landscape standards; vi. Landscaping shall maintain a five-foot diameter around trees free from rock, debris, or artificial turf; vii. Rubber or inorganic infill is prohibited while organic infill is permitted; viii. The term "artificial turf" shall not be construed to include artificial trees, shrubs or bushes; and ix. Storm water runoff shall be maintained on-site. 	N/A.	<i>None proposed</i>
Drought Tolerant Plants: 50% of all trees and shrubs shall be drought tolerant.	Complies.	<i>See Planning for plans</i>
Rock Mulch: Rock mulch shall be two separate colors and separate sizes and must be contrasting in color from the pavement and other hard surfaces. All colors used must be earth tones.	Complies	<i>See Planning for plans</i>
Design Requirements		
Evergreens: Evergreens shall be incorporated into landscaped treatment of sites where screening and buffering are required.	Complies	<i>See Planning for plans</i>
Softening of Walls and Fences: Plants shall be placed intermittently against long expanses of building walls, fences, and barriers to create a softening effect.	Complies	<i>See Planning for plans</i>
Planting and Shrub Beds: Planting and shrub beds are encouraged to be used in order to conserve water.	Complies.	<i>See Planning for plans</i>
Water Conservation: Water-conserving sprinkler heads and rain sensors are required. Drip lines should be used for shrubs and trees.	Complies.	<i>See Planning for plans</i>
Energy Conservation: Placement of plants shall be designed to reduce energy consumption. Deciduous trees are encouraged to be planted on the south and west sides of structures. Evergreens are encouraged to be planted on the north side of structures.	Complies	<i>See Planning for plans</i>
Placement: Whenever possible, landscaping shall be placed immediately adjacent to structures, particularly where proposed structures have large empty walls.	Complies	<i>See Planning for plans</i>

Trees and Power Poles: No trees shall be planted directly under or within 10' of power lines, poles, or utility structures unless: <ol style="list-style-type: none"> The Land Use Authority gives its approval. The Power Company or owner of the power line gives written consent. The maximum height or width at maturity of the tree species planted is less than 5' to any pole, line, or structure. 	Complies	<i>See Planning for plans</i>
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Preservation of Existing Vegetation

Where possible and appropriate, existing native vegetation must be incorporated into the landscape treatment of the proposed site.	Complies	<i>See Planning for plans</i>
Tree Preservation: Existing mature evergreen trees of 16' in height or greater, and existing mature deciduous or decorative trees of more than 4" in caliper, shall be identified on the landscape plan and preserved if possible. If a mature tree is preserved, an area around the roots as wide as the existing canopy shall not be disturbed.	Complies	<i>See Planning for plans</i>
If preservation is not possible, the required number of trees shall be increased by double the number of such trees removed.	Complies	<i>See Planning for plans</i>
The replacement trees for evergreen trees shall be evergreens, and for deciduous shall be deciduous.	Complies	<i>See Planning for plans</i>
Deciduous trees smaller than four inches in caliper, or mature ornamental trees, that are removed shall be replaced on a one to one ratio.	Complies	<i>See Planning for plans</i>
Replacement trees shall be in addition to the minimum tree requirements of this Chapter, and shall comply with minimum sizes as outlined in the Chapter.	Complies	<i>See Planning for plans</i>

Planter Beds

Weed Barrier: A high quality weed barrier or pre-emergent shall be used.	Complies.	<i>See Planning for plans</i>
Materials: High quality materials such as wood chips, wood mulch, ground cover, decorative rock, landscaping rocks, or similar materials shall be used, and materials must be heavy enough to not blow away in the wind.	Complies	<i>See Planning for plans</i>
Edging: Concrete edging must be used to separate planter and turf areas in all non-residential zones.	Complies.	<i>See Planning for plans</i>
Drip Lines: Drip lines must be used in planter beds.	Complies.	<i>See Planning for plans</i>

Fencing and Screening

Front Yards: Fences exceeding 3' in height shall not be erected in any front yard space of any residential lot.	N/A.	<i>Non-residential</i>
Clear Sight Triangle: All landscaping and fencing shall be limited to a height of not more than 3' and the grade at such intersections shall not be bermed or raised and comply with AASHTO Standards.	Complies.	<i>See Planning for plans</i>
Required Residential Fencing: Fencing in residential development shall be placed along property lines abutting open space, parks, canals, and trails. In addition, fencing may also be required adjacent to undeveloped properties.	N/A.	<i>Non-residential</i>
Fences along open space, parks, canals, and trails shall be semi-private. Exception: privacy fencing is permitted for property lines abutting trail corridors that are not City maintained and are both adjacent to and visible from an arterial.	N/A.	<i>Non-residential</i>
Fencing along arterial roads shall be of a consistent material and color within each development.	N/A.	<i>Non-residential</i>
Fencing along open space, parks, and trails may be less than 6' in height but shall not be less than 3' in height, at the discretion of the property owner or HOA as applicable.	N/A.	<i>Non-residential</i>
Screening at Boundaries of Residential Zones: For residential developments abutting active agricultural property or operations, a solid fence or wall shall be installed and maintained along the abutting property line.	N/A.	<i>Non-residential</i>

Amount of Required Landscaping

Portions of the property that are not developed with structures, rights of ways, or parking areas shall be required to be landscaped per the definition of Landscaping in Section 19.02 in all land use zones.	Complies	<i>See Planning for plans</i>
Multi-family, common space not including parks, and nonresidential development in all zones shall be required to adhere to the minimum landscaped standards in 19.06.07 of the Land Development Code.	Complies	<i>See Planning for plans</i>
At least 50% of the landscaped area shall be covered with live vegetation at maturity, including shrubs, grasses, flowers, tree and shrub canopies and other live vegetation. The percentage may be reduced to 40% in areas where bark mulch, wood or plant fiber mulch, or rubber mulch is used instead of rock mulch.	Complies	<i>See Planning for plans</i>

Landscape Amount

Category To Be Reviewed	Regulation	Compliance	Findings
Total Square Footage	44,355		
Required Landscaping	8,871	Complies	<i>See Planning for plans</i>
Required Deciduous Trees	6	Complies	<i>See Planning for plans</i>
Required Evergreen Trees	3	Complies	<i>See Planning for plans</i>
Required Shrubs	17	Complies	<i>See Planning for plans</i>
Drought Tolerant Plants	13	Complies	<i>See Planning for plans</i>

19.09 Off Street Parking

General Provisions

Regulation	Compliance	Findings
Materials: Parking areas shall consist of concrete, asphalt, or other impervious materials approved in the City's adopted construction standards	Complies.	<i>See Planning for plans</i>
Parking Area Access: Common Access: Parking areas for one or more structures may have a common access so long as the requirements of all City ordinances, regulations, and standards are met. The determination of the locations for a common access shall be based upon the geometry, road alignment, and traffic volumes of the accessed road per the Standard Technical Specifications and Drawings.	Complies.	<i>See Planning for plans</i>
Sidewalk Crossing: All non-residential structures are required to provide parking areas where automobiles will not back across a sidewalk to gain access onto a public or private street.	Complies.	<i>See Planning for plans</i>
Cross Access: Adjacent non-residential development shall stub for cross-access. Developers must provide the City with documentation of cross-access easements with adjacent development.	Complies.	<i>See Planning for plans</i>
Lighting: Parking areas shall have adequate lighting to ensure the safe circulation of automobiles and pedestrians. Lighting shall be shielded and directed downward.	Complies.	<i>See Planning for plans</i>
Location of Parking Areas: Required off-street parking areas for non-residential uses shall be placed walking path of travel distance to the nearest customer entrance from the correlating non-residential use and individual tenant space as outlined in the table below. Unenclosed parking for residential areas shall not be provided in rear yards, unless said yard abuts an alley-type access or is fenced with privacy fencing.	Complies.	<i>See Planning for plans</i>

<table border="1"> <thead> <tr> <th>Size of Non-Residential Use and Individual Tenant Space</th><th>Walking Path of Travel Distance to the Nearest Customer Entrances</th></tr> </thead> <tbody> <tr> <td>Up to 1,500 square feet</td><td>150'</td></tr> <tr> <td>1,501 to 5,000 square feet</td><td>200'</td></tr> <tr> <td>5,001 to 10,000 square feet</td><td>250'</td></tr> <tr> <td>10,001 to 25,000 square feet</td><td>300'</td></tr> <tr> <td>25,001 to 50,000 square feet</td><td>350'</td></tr> <tr> <td>50,001 to 75,000 square feet</td><td>400'</td></tr> <tr> <td>75,001 to 100,000 square feet</td><td>450'</td></tr> <tr> <td>100,001 to 125,000 square feet</td><td>500'</td></tr> <tr> <td>Over 125,000 square feet</td><td>600'</td></tr> </tbody> </table>	Size of Non-Residential Use and Individual Tenant Space	Walking Path of Travel Distance to the Nearest Customer Entrances	Up to 1,500 square feet	150'	1,501 to 5,000 square feet	200'	5,001 to 10,000 square feet	250'	10,001 to 25,000 square feet	300'	25,001 to 50,000 square feet	350'	50,001 to 75,000 square feet	400'	75,001 to 100,000 square feet	450'	100,001 to 125,000 square feet	500'	Over 125,000 square feet	600'		
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Curb Cuts and Shared Parking: In most cases, shared parking areas shall share ingress and egress. This requirement may be waived when the City Engineer believes that shared accesses are not feasible. In reviewing the site plans for the shared parking areas, the City Engineer shall evaluate the need for limited access, appropriate number of curb cuts, shared driveways, or other facilities that will result in a safer, more efficient parking and circulation pattern.	Complies.	<i>See Planning for plans</i>																				
Parking plans shall show the following: the required number of stalls and aisles scaled to the correct dimensions; the correct number of ADA accessible parking spaces; storm water drainage capabilities; lighting; landscaping and irrigation; and pedestrian walkways.	Complies.	<i>See Planning for plans</i>																				
Provide accessible parking as required by Americans with Disabilities Act, see https://www.ada.gov/topics/parking/ https://adata.org/factsheet/parking	Complies.	<i>See Planning for plans</i>																				
Parking Requirements and Shared Parking																						
Available on-street parking shall not be counted towards meeting the required parking stalls.	Complies.	<i>See Planning for plans</i>																				
When a parking requirement is based upon square footage, the assessed parking shall be based upon gross square footage of the building or use unless otherwise specified in the requirement.	Complies.	<i>See Planning for plans</i>																				
When parking requirements are based upon the number of employees, parking calculations shall use the largest number of employees who work at any one shift. Where shift changes may cause substantial overcrowding of parking facilities, additional stalls may be required.	Complies.	<i>See Planning for plans</i>																				
When a development contains multiple uses, more than one parking requirement may be applied.	Complies.	<i>See Planning for plans</i>																				
Tandem parking spaces will not be counted as parking spaces for non-residential uses except for stacking spaces where identified.	Complies.	<i>See Planning for plans</i>																				
Any fraction obtained when calculating the parking requirement shall be rounded up to the next whole number to determine the required number of parking stalls.	Complies.	<i>See Planning for plans</i>																				
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: (see code)	Complies.	<i>See Planning for plans</i>																				
Any information provided by the developer relative to trip generation, hours of operation, shared parking, peak demands, or other information relative to parking shall be considered when evaluating parking needs.	Complies.	<i>See Planning for plans</i>																				
Parking Deviations. Parking requirements may deviate from the standards contained in Section 19.09.10, Required Minimum Parking, when the Land Use Authority determines that the deviation meets the intent of this Chapter. Reductions may not exceed 25% of the parking requirements and shall be based on the following criteria: <ol style="list-style-type: none"> the intensity of the proposed use; 	N/A.	<i>None proposed</i>																				

<ol style="list-style-type: none"> 2. times of operation and use; 3. whether the hours or days of operation are staggered thereby reducing the need for the full amount of required parking; 4. whether there is shared parking agreement in accordance with Section 19.09.05.10 below; 5. the number of employees; 6. the number of customers and patrons; 7. trip generation; and 8. peak demands. 		
<p>Shared Parking. Up to 25% of required parking may be shared with an adjacent use upon approval by the Land Use Authority. The developer must provide:</p> <ol style="list-style-type: none"> a. an agreement granting shared parking or mutual access to the entire parking lot; and b. peak demand data by a professional traffic engineer showing that shared parking will accommodate the uses. 	N/A.	<i>None proposed</i>
<p>Guest Parking. Two-Family dwellings, Three-Family dwellings, Multi-Family dwellings, and dwellings above commercial.</p> <ol style="list-style-type: none"> a. Guest parking shall be provided at a ratio of 0.25 stalls per unit. <ol style="list-style-type: none"> i. When a rear-load product is allowed in a village plan or neighborhood plan, and is accessed with aprons rather than driveways, guest parking shall be provided at a ratio of one stall per unit. b. Driveways shall not count towards the guest parking requirement. c. Guest parking shall be located within two-hundred feet of the dwelling unit. 	N/A.	<i>None proposed – non-residential</i>
<p>Pedestrian Walkways and Accesses.</p> <p>Parking lots larger than 75,000 square feet shall provide raised or delineated pedestrian walkways. Walkways shall be a minimum of 10' wide and shall be placed through the center of the parking area and extend to the entrance of the building. Landscaped islands along the center walkway shall be placed at a minimum interval of every 30'. Landscaped islands are encouraged to be offset from one another to create a feeling of greater coverage. Pedestrian covered walkways may be substituted for tree-lined walkways. Where the developer desires to have a driveway access at the center of the parking area, a pedestrian access shall be placed on either side of the driveway.</p>	N/A.	<i>None proposed</i>
Landscaping in Parking Areas		
<p>All parking areas (not including a driveway for an individual dwelling) for non-residential or multi-family residential uses that are adjacent to public streets shall have landscaped strips of not less than 10' in width placed between the sidewalk and the parking areas, containing a berm, hedge, or screen wall with a minimum height of 3' to minimize intrusion of lighting from headlights and other lighting on surrounding property. Trees, both deciduous and evergreen, shall be placed in the strip with spacing of no more than 30' between trees except in the clear sight triangle, and except where located beneath powerlines. The standards of section 19.06.06, Planting Standards and Design Requirements, shall apply for the minimum size of vegetation. Within regional parks this requirement may be met through the use of intermittent planter beds rather than a berm, hedge, or screen wall; trees or shrubs may be clustered in the planter beds where necessary to shield light spillage.</p>	Complies.	<i>See Planning for plans</i>
<p>All landscaped areas abutting any paved surface shall be curbed (not including a driveway for an individual dwelling). Boundary landscaping around the perimeter of the parking areas shall be separated by a concrete curb 6" higher than the parking surface.</p>	Item.	
<p>Clear Sight Triangles must be followed.</p>	Item.	

All landscaped parking areas shall consist of trees, shrubs, and groundcover. Areas not occupied by structures, hard surfaces, vehicular driveways, or pedestrian walkways shall be landscaped and maintained. All landscaped areas shall have an irrigation system.	Complies.	<i>See Planning for plans</i>
On doubled rows of parking stalls, there shall be one 36' x 9' landscaped island on each end of the parking rows, plus one 36' x 9' landscaped island to be placed at a minimum of every twenty parking stalls. Each island on doubled parking rows shall include a minimum of two trees per planter.	Complies.	<i>See Planning for plans</i>
On single rows of parking or where parking abuts a sidewalk, there shall be one 18' x 9' foot landscaped island a minimum of every ten stalls. Islands on a single parking row shall have a minimum of one tree per island.	Complies.	<i>See Planning for plans</i>
i. Exception: Landscaped islands are not required in single rows of parking that abut or are no farther than 6' from a landscaped area containing an equal or greater number of trees as would have been provided in islands, in addition to trees required for the landscaped area. Such trees shall be located within 9' of the edge of parking area, and shall have a canopy width that, at maturity, will extend into the parking area.	Complies.	<i>See Planning for plans</i>
Landscaped islands at the ends of parking rows shall be placed and shaped in such a manner as to help direct traffic through the parking area.	Complies.	<i>See Planning for plans</i>
Required Minimum Parking		
<i>See table in 19.09 – 29 parking stalls required</i>	Complies.	<i>See Planning for plans</i>
Drive-thru Requirements		
Each stacking space shall accommodate one vehicle and be no less than 20 feet in length from the point of service.	Complies.	<i>See Planning for plans</i>
All drive-thru facilities must provide at a minimum 3 stacking spaces (60') per lane (up to 3 stacking spaces may count towards required parking).	Complies.	<i>See Planning for plans</i>
Bank or financial institution (including ATMs): minimum of 3 stacking spaces per lane.	Complies.	<i>See Planning for plans</i>
Food or beverage establishment: minimum of 5 stacking spaces.	Complies.	<i>See Planning for plans</i>
Entrances and exits of drive-thru lanes shall be clearly marked to designate the direction of traffic flow.	Complies.	<i>See Planning for plans</i>
A Final Traffic report shall be provided and approved to demonstrate how all queuing shall be contained within the property, business, or use and not affect the surrounding roads. Stacking shall be designed so that it does not have the potential to overflow onto the street or adjacent property, business, or use.	Complies.	<i>See Planning for plans</i>
Landscaping: A three foot (3') wide raised median or planter between the drive-thru aisle and the parking area shall be provided.	Complies.	<i>See Planning for plans</i>
All drive-thru lanes adjacent to public streets shall have landscaped strips of not less than ten feet in width placed between the sidewalk and the drive-thru lanes that contain a berm, hedge, or screen wall with a minimum height of three feet to minimize intrusion of lighting from headlights and other lighting from surrounding properties.	Complies.	<i>See Planning for plans</i>

Dimensions for Parking Stalls & Aisle

	Stall Width	Stall Length	Aisle Width (one-way traffic)	Aisle Width (two-way traffic)
90° Parking				
Required	9'	18'	24'	24'
Provided	<i>See Planning for plans</i>			<i>See Planning for plans</i>

19.11 Lighting General Standards

Regulation	Compliance	Findings
Material: All Lighting Fixtures and assemblies shall be metal.	Complies.	<i>See Planning for plans</i>
Base: All lighting poles shall have a 16" decorative base.	Complies.	<i>See Planning for plans</i>
Type: All lighting fixtures shall be of the full cutoff variety. Shoebox fixtures are prohibited.	Complies.	<i>See Planning for plans</i>
Angle: Shall be directed downward.	Complies.	<i>See Planning for plans</i>
Lamp: Bulbs may not exceed 4000k.	Complies.	<i>See Planning for plans</i>
Drawings: Design and location of fixtures shall be specified on the plans.	Complies.	<i>See Planning for plans</i>
Flags: The United States flag and the state flag shall be permitted to be illuminated from dusk till dawn. All other flags shall not be illuminated past 11:00 p.m. Flag lighting sources shall not exceed 10,000 lumens per flagpole. The light source shall have a beam spread no greater than necessary to illuminate the flag.	N/A.	<i>None proposed</i>
Prohibited Lighting: Searchlights, strobe lights and any laser source light or any similar high intensity light.	Complies.	<i>See Planning for plans</i>
Descriptions: Descriptions of the illuminating devices, fixtures, lamp supports, and other devices. This description may include, but is not limited to, manufacturers' specifications, drawings, and sections.	Complies.	<i>See Planning for plans</i>
Nonresidential Lighting		
All wall-mounted fixtures shall not be mounted above 16'. The exception shall be those instances where there is a second story access directly from the outdoors, and under-eave lighting. Wall-mounted lighting shall be only for the illumination of vertical surfaces such as building facades and signs, and shall not cast illumination beyond the surface being illuminated.	Complies.	<i>See Planning for plans</i>
Intermittent lighting must be of the "motion sensor" type that stays on for a period of time not to exceed 10 minutes and has a sensitivity setting that allows the lighting fixture to be activated only when motion is detected on the site.	Complies.	<i>See Planning for plans</i>
All trespass lighting shall not exceed 1.0 foot-candles measured at the property line, except that trespass lighting into residential development shall not exceed 0.1 foot-candles measured at the property line.	N/A.	<i>This development is commercial next to commercial</i>
Service station canopies must utilize canopy lights that are fully recessed into the canopy or are fully shielded by the canopy.	N/A.	<i>None proposed</i>
All freestanding lighting fixtures and assemblies shall be black. Regional Parks may include theme lighting fixtures in colors other than black. The color shall enhance the theme of the park and shall be approved during the site plan review process.	Complies.	<i>See Planning for plans</i>
Pole design shall include an arm and bell shade. Regional Parks may include theme lighting fixtures that do not include an arm and bell shade. The design shall enhance the theme of the park and shall be approved during the site plan review process.	Complies.	<i>See Planning for plans</i>
Parking lot poles shall be limited to a height of 16' when in or within 200' of a residential zone; all other locations shall have a height limit of 20'.	Complies.	<i>See Planning for plans</i>
All lighting fixtures in surface parking lots and on the top decks of parking structures shall be fitted to render them full cutoff.	N/A.	<i>None proposed</i>
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.	Complies.	<i>See Planning for plans</i>
Business open for 24 hours must turn off 50% of their outdoor and parking lot lighting by 11:00 pm and must keep them off until one half hour before	Complies.	<i>See Planning for plans</i>

sunrise, however, those lighting fixtures turned off may be set to function utilizing a motion detector system.			
Walkway Lighting			
Lighting of all pedestrian pathways is recommended.		N/A.	<i>None proposed</i>
All pathway, walkway, and sidewalk lighting fixtures shall be mounted at a height not to exceed 10'. i. Themed walkway lighting within Regional Parks shall not exceed a height of 25'. Such lighting within 200' of residential development shall not exceed 16'.		N/A.	<i>None proposed</i>
Bollard lighting shall be limited to a height of 4'.		N/A.	<i>None proposed</i>

Lighting Plan		
Plans indicating the location and types of illuminating devices on the premises.	N/A.	<i>None proposed</i>
Descriptions of the illuminating devices, fixtures, lamp supports, and other devices. This description may include, but is not limited to, manufacturers' specifications, drawings, and sections.	N/A.	<i>None proposed</i>
Photometric sheet showing measurement of light intensity across the site and onto adjacent property in terms of candela, lumens, and foot-candles.	N/A.	<i>None proposed</i>
Plans providing information required in the Technical Standards and Specifications Manual.	N/A.	<i>None proposed</i>

19.13 Process		
Regulation	Findings	
Neighborhood Meeting. Required?	<i>Not needed</i>	
Notice/Land Use Authority.	<i>City Council</i>	
Master Development Agreement. A Master Development Agreement shall be required of any development that is in excess of twenty acres in size if non-residential or mixed-use or developments in excess of 160 acres in size if residential. A Master Development Agreement may also be required pursuant to this Title 19 including Chapter 19.26 or may be desirable or necessary pursuant to the exercise of the City Council's legislative discretion in the fact scenarios listed in Section 19.13.08.	<i>None</i>	
Phasing Improvements.	<i>None proposed</i>	
Payment of Lieu of Open Space.	Amount of \$: N/A	
Piping of Canals	For residential projects, piping of canals per canal company specifications if a canal or canal easement that area is adjacent to or within the area of the proposed residential project, unless the canal company or Bureau of Reclamation does not allow piping. Non-residential projects shall install secure fencing adjacent to canal easements or canals per canal company specifications to prevent entry from the non-residential project onto the canal or canal easement.	
Burial of Overhead Utility Lines	See Section 19.13.10	

19.14 Site Plan Review		
Regulation	Compliance	Findings
Approval Required: Site Plan approval shall be required for all developments which contain the following uses, together with any others for which it is required elsewhere in these Ordinances: 1. Any industrial use; 2. Any commercial use; 3. Any institutional use;	Complies.	<i>See Planning for plans</i>

4. Two-Family Structures and Three-Family Structures; and 5. A multi-family residential development.		
Site Plan Standards: The entire parcel area shall be built upon, landscaped, or paved in accordance with the zone's open space and parking requirements.	Complies.	<i>See Planning for plans</i>
Utilities: All utility lines shall be underground in designated easements. No pipe, conduit, cable, water line, gas, sewage, drainage, steam, electrical, or any other energy or service shall be installed or maintained upon any lot outside of any building above the surface of the ground except during construction. <ul style="list-style-type: none"> a. Transformers shall be grouped with other utility meters where possible and screened with vegetation or fencing. b. Each contractor and owner or developer shall be responsible to know the whereabouts of all underground utilities. Protection of such utilities shall also be their responsibility. c. Prior to construction, contact must be made with Blue Stakes and any other utility company, public or private, not participating in Blue Stakes in the area to identify underground utility lines. d. Exception: electric power transmission lines of 46kV or above are not required to be placed underground. 	Complies.	<i>See Planning for plans</i>
Grading and Drainage: Drainage from any lot must follow current City requirements to show on site retention and a maximum allowable discharge of 0.2 cubic feet per second (cfs) per acre. Drainage shall not be allowed to flow upon adjoining lots unless the owner of the lot upon which the water flows has granted an easement for such purpose. The Planning Commission must approve a Site Plan with grading, drainage, and clearing plans before any such activities may begin. Lot grading shall be kept to a minimum. Roads and development shall be designed for preservation of natural grade except as otherwise approved by the City Engineer based on standards and specifications.	Complies.	<i>See Planning for plans</i>
Secondary Water System and Dedication of Water Shares: The applicant shall comply with the City's adopted Water Utility Ordinance and other adopted standards, regulations, and ordinances and shall dedicate to the City the amount of water specified in those adopted standards, regulations, and ordinances upon approval of the Site Plan.	Complies.	<i>See Planning for plans</i>
Piping of Irrigation Ditches: All existing irrigation canals and ditches which are located on the site or straddle a site property line shall be piped with a sufficient size pipe and shall be approved by the City Engineer.	Complies.	<i>See Planning for plans</i>
Preliminary Plat With Attached Units: When the proposed Site Plan includes attached units, the Site Plan submittal shall include a preliminary subdivision plat. Said plat shall include an ALTA survey of the property recorded with the Utah County Surveyor pursuant to the Utah Code, the proposed building locations, proposed floor plans and proposed elevations identifying each building in the development. Approval of the proposed Site Plan may occur simultaneously with the approval of the proposed preliminary plat.	Complies.	<i>See Planning for plans</i>
Nuisances: All commercial uses shall be free from objectionable odors, noises, hazards, or other nuisances.	Complies.	<i>See Planning for plans</i>
Residential Conversions: No existing residential dwelling or residential lot in any commercial or residential zone may be used or converted into a commercial use unless all of the standards set forth herein are met, including parking regulations, setbacks, landscaping, and architectural design.	N/A.	<i>None proposed</i>
Ownership Affidavit: A statement of ownership and control of the subject property and a statement describing the nature of the intended use.	Complies.	<i>See Planning for plans</i>
Vicinity Map: A general location map indicating the approximate location of the subject parcel.	Complies.	<i>See Planning for plans</i>
Context plan: A context plan shall include the existing features within 200 feet of the proposed Site Plan property line. Existing features include, but are not limited to, buildings, ingress and egress points, landscaping areas, pedestrian paths, and property names.	Complies.	<i>See Planning for plans</i>

Site Analysis: A site analysis is a plan view drawing demonstrating land constraints and existing features. Existing features may consist of the presence of boulders, existing man-made features, significant trees, canals or ditches, access points or public rights-of-way, and existing conditions within 200 feet of the property line.	Complies.	<i>See Planning for plans</i>
Survey: A survey prepared and stamped by a Utah registered land surveyor listing the metes and bounds legal description and the gross acreage within the subject parcel.	Complies.	<i>See Planning for plans</i>
Compliance statement: A statement indicating how the proposed development complies with the City's adopted Land Use Element of the General Plan.	Complies.	<i>See Planning for plans</i>
<p>Final Construction Drawings containing, at a minimum, all items specified in the City's "Standard Technical Specification and Drawings" manual.</p> <p>Applicant shall provide three full-size 24" x 36" copies and five 11 x 17 inch reductions as required on the application form, along with digital copies as outlined below.</p> <p>Additional copies may be required prior to adding the application to the Planning Commission agenda. Final Construction Drawings for a Site Plan is hereby required and shall be prepared and stamped by licensed or certified professionals including architects, landscape architects, land planners, engineers, surveyors, transportation engineers, or other professionals deemed necessary by the Planning Director. The City may require plans prepared by any or all of the above-noted professionals. A Site Plan application shall also contain the following :</p> <ul style="list-style-type: none"> i. locations, dimensions, floor plans, uses and heights of all proposed buildings and structures, including overhangs, porches, stairwells, and balconies, and the locations of all structures on adjoining properties; ii. access points, provisions for vehicular and pedestrian circulation on and off site, interconnection to adjacent sites, dimensions of such access and circulation, and pedestrian paths within 200 feet of the property boundary; iii. acceleration and deceleration lanes, and dimensions thereof, if required; iv. off-street parking and loading areas complying with the City's off-street parking requirements contained in Chapter 19.09 of this Title; v. proposed outdoor display areas; vi. screening and buffering provisions, including types and heights of existing and proposed buffering and fencing elements; vii. location and treatment of refuse collection areas, storage areas, mechanical equipment, and external structures; viii. location, type, and size of all business and on-site circulation signage; ix. tabulation of square footage devoted to various land uses, ground coverage by structures, and other impervious surfaces; x. type of construction of all structures, presence or absence of fire sprinkling, and location of existing and proposed fire hydrants; xi. Established Grade of building area. 	Complies.	<i>See Planning for plans</i>
Final Hydraulic and Hydrological storm drainage report and calculations. location of all existing and proposed secondary irrigation systems, both on site and on adjacent properties, including ditches, pipes, and culverts;	Complies.	<i>See Planning for plans</i>
Final Traffic report: Said report shall comply with the standards outlined in the City's adopted Transportation Master Plan and shall include, but not be limited to, the following:	Complies.	<i>See Planning for plans</i>
<ul style="list-style-type: none"> i. an analysis of the average daily trips generated by the proposed project; ii. an analysis of the distribution of trips on City street systems; iii. a description of the type of traffic generated; and 	Complies.	<i>See Planning for plans</i>

iv. recommendations on what mitigation measures should be implemented with the project to maintain a level of service for existing and proposed residents acceptable to the City.		
Data table including: i. total project area ii. total number of lots, dwellings, and buildings iii. square footage of proposed building footprints and, if multiple stories, square footage by floor iv. number of proposed garage parking spaces v. number of proposed surface parking spaces vi. percentage of buildable land vii. acreage of sensitive lands and what percent sensitive lands comprise of total project area and of open space area viii. area and percentage of open space or landscaping ix. area to be dedicated as right-of-way (public and private) x. net density of dwellings by acre (sensitive lands must be subtracted from base acreage). xi. number of off-street parking spaces (e.g., number of proposed garage parking spaces, number of proposed surface parking spaces, etc.)	Complies.	<i>See Planning for plans</i>
Landscaping Plan: A landscaping plan, prepared and stamped by a licensed landscape architect, indicating the location, spacing, types, and sizes of landscaping elements and existing trees, and showing compliance with the City's off-street parking requirements, the City's design guidelines and policies, and the requirements of the appropriate zone.	Complies.	<i>See Planning for plans</i>
Lighting Plan: A lighting plan indicating the illumination of all interior areas and immediately adjoining streets showing the location, candle power, and type of lighting proposed, and in conformance with the City's lighting standards. An individual photometric plan is also required.	Complies.	<i>See Planning for plans</i>
Elevations: The elevations of all proposed buildings, fences, and other structures viewed from all sides indicating height of structures, the average finished grade of the site at the foundation area of all structures, percentage of building materials proposed, and color of all materials. A board showing building colors and materials is required.	Complies.	<i>See Planning for plans</i>
Signage Plan: An overall signage plan shall be approved during the Site Plan approval process. All information to be provided for the sign approval shall be submitted concurrent with Site Plan application materials, consistent with the requirements in Section 19.18.	Complies.	<i>See Planning for plans</i>
Fee: A fee set by resolution of the City Council shall accompany the application for any Site Plan review.	Complies.	<i>See Planning for plans</i>
Public Notice and Hearing: All site plans shall comply with the noticing and public hearing requirements of Section 19.13, and applicants shall pay the cost to post and mail required notice to property owners.	Complies.	<i>See Planning for plans</i>
Development or Bond Agreement: A development agreement and bond agreement shall be required based on the conditions, requirements, findings, and recommendations made by the City Council. The development agreement and bond agreement shall also be based on requirements of the City Code and legal requirements as specified by the City Attorney. The City Council may determine that a development agreement is not required, but in all cases a bond agreement shall be required. A development agreement is not required when conditions, requirements, findings, and recommendations are all consistent with Title 19 requirements unless the City Council, in exercising its legislative authority pursuant to Utah Code § 10-9a-102, determines that a development agreement is necessary to further the public health, safety, or welfare or any other legitimate purpose outlined in Utah Code § 10-9a-102(1).	Complies.	<i>See Planning for plans</i>
Considerations Relating to Traffic Safety and Traffic Congestion: i. the effect of the site development plan on traffic conditions on adjacent street systems;	Complies.	<i>See Planning for plans</i>

ii. the layout of site with respect to location and dimensions of vehicular and pedestrian entrances, exits, driveways, and walkways; iii. the arrangement and adequacy of off-street parking facilities to prevent traffic congestion and compliance with the provisions of Chapter 19.09, off-street parking requirements; iv. the location, arrangement, and dimensions of truck loading and unloading facilities; v. the circulation patterns within the boundaries of the development; and vi. the surfacing and lighting of off-street parking facilities.		
Considerations Relating to Outdoor Advertising: Outdoor advertising shall comply with the provisions of Chapter 19.18.	Complies.	<i>See Planning for plans</i>
Consideration Relating to Landscaping: i. the location, height, and materials of walls, fences, hedges, and screen plantings to ensure harmony with adjacent development, to provide buffer areas, or to conceal storage areas, utility installations, or other unsightly development; ii. the requirements of Chapter 19.06; iii. the planting of ground cover or other surfaces to prevent dust and erosion; and iv. the unnecessary destruction of existing healthy trees.	Complies.	<i>See Planning for plans</i>
Considerations Relating to Buildings and Site Layout: i. the general silhouette and mass, including location on the site, elevations, and relation to natural plan coverage, all in relationship to the character of the neighborhood; ii. the exterior design in relation to adjoining structures in height, bulk, and area openings, breaks in facade facing the street, line and pitch of roofs, and the arrangement of structures on the parcel; iii. compliance with the City's Architectural design standards.	Complies.	<i>See Planning for plans</i>
The effect of the site development plan on the adequacy of the storm and surface water drainage.	Complies.	<i>See Planning for plans</i>
Adequate water pressure and fire flow must be provided on the site as required by the applicable fire code.	Complies.	<i>See Planning for plans</i>
The proposed project shall comply with the City's adopted Land Use Element of the General Plan, Land Use Ordinance, land development regulations, architectural guidelines, and all other adopted ordinances, regulations, policies, and standards.	Complies.	<i>See Planning for plans</i>
Trails Master Plan: Shows required trails	Complies.	<i>See Planning for plans</i>

19.16 Site and Architectural Design Standards

General Site Design Standards

Regulation	Compliance	Findings
Pedestrian Connectivity: All buildings and sites shall be designed to be pedestrian friendly by the use of connecting walkways.	Complies.	<i>See Planning for plans</i>
Safe pedestrian connections shall be made between buildings within a development, to any streets adjacent to the property, to any pedestrian facilities that connect with the property, when feasible between developments, and from buildings to the public sidewalk to minimize the need to walk within the parking lot among cars.	Complies.	<i>See Planning for plans</i>
All pedestrian connections shall be shown on the related site plan or plat.	Complies.	<i>See Planning for plans</i>
Parking Areas: On-site parking shall be located primarily to the sides or rear of the building. Variations may be approved by the Land Use Authority, subject to the following criteria: i. The use is a big box with outparcels helping to screen parking, or	Complies.	<i>See Planning for plans</i>

<ul style="list-style-type: none"> ii. At least 50% of the parking is located to the side or rear of the building, or iii. A safety issue is created by locating parking to the side or rear as verified and documented by the Saratoga Springs Police Department. For example, the parking will be entirely concealed from view by existing walls or buildings, or iv. That portion of development that lies within the Waterfront Buffer Overlay, or v. The development is Office, Warehouse/Flex space and when loading docks are not adjacent to a public right-of-way. Exception: when a lot with Office, Warehouse/Flex space is adjacent to more than one public street, loading docks may face the lower classification of the streets. 		
<p>Parking lots shall be designed with a hierarchy of circulation: major access drives with no parking; major circulation drives with little or no parking; and then parking aisles for direct access to parking spaces.</p>	Complies.	<i>See Planning for plans</i>
<p>Parking lots adjacent to, and visible from, public streets shall be screened from view through the use of earth berms, screen walls, landscape hedges or combinations thereof with a minimum height of 3' as measured from the parking surface. Within regional parks this requirement may be met through the use of intermittent planter beds rather than a berm, hedge, or screen wall; trees and shrubs may be clustered in the planter beds where necessary to avoid light spillage.</p>	Complies.	<i>See Planning for plans</i>
<p>Acceleration and Deceleration Lanes: Acceleration and deceleration lanes shall be required on major arterials when deemed necessary by the City Engineer.</p>	N/A.	<i>Access is off of Lake Drive, not Redwood Road, no acceleration and deceleration lanes needed for this site.</i>
<p>Parking Structures: Parking structures shall be architecturally consistent with the project buildings, including the use of the same primary finish materials as the exterior of the adjacent or adjoining buildings.</p>	N/A.	<i>None proposed</i>
<p>When placement of parking structures along site frontages is necessary, visual mitigation such as landscape buffers, upper-level setbacks, or additional architectural treatment shall be used.</p>	N/A.	<i>None proposed</i>
<p>The view of a parking structure from a public street shall be minimized by placing its shortest dimension along the street edge.</p>	N/A.	<i>None proposed</i>
<p>The top deck of parking structures shall include screen walls, periphery landscape islands, or similar features where visible from public view in order to soften the appearance of the top of the parking structure and screen the view of cars on the top deck of the structure.</p>	N/A.	<i>None proposed</i>
<p>All top deck lighting shall be screened and directed downward to avoid light spill onto the street below and shall consist of only bollards or building lighting. Light poles are prohibited.</p>	N/A.	<i>None proposed</i>
<p>Trash Enclosures, Storage Areas, and External Structures: Landscaping, fencing, berms, or other devices integral to overall site and building design shall screen trash enclosures, storage areas, and other external structures.</p>	Complies.	<i>See Planning for plans</i>
<p>Service yards, refuse and waste-removal areas, loading docks, truck parking areas and other utility areas shall be screened from view by the use of a combination of walls, fences, and dense planting. Screening shall block views to these areas from on-site as well as from public rights of way and adjacent properties.</p>	Complies.	<i>See Planning for plans</i>
<p>All trash dumpsters shall be provided with solid enclosures.</p> <ul style="list-style-type: none"> a. Enclosures shall be composed of 6' high solid masonry or decorative precast concrete walls, with opaque gates and self-latching mechanisms to keep gates closed when not in use. Bollards are required at the front of the masonry walls to protect the enclosure from trash collection vehicles. Gates shall be made of opaque metal for durability. Chain-link gates with 	Complies.	<i>See Planning for plans</i>

or without opaque slats are not acceptable. Colors and materials shall be consistent with the main building or use.		
Where trash enclosures, storage areas, or other external structures are adjacent to parking areas, a 3' landscaped buffer shall be provided that does not impede access into and out of vehicles.	Complies.	<i>See Planning for plans</i>
These areas shall be well maintained and oriented away from public view. The consolidation of trash areas between buildings is encouraged. The use of modern disposal and recycling techniques is encouraged. This section shall not apply to community or public recycling bins or drop boxes; however, the location shall be determined by city Staff in accordance with the standards herein.	Complies.	<i>See Planning for plans</i>
Utility Boxes: Dense vegetative buffers which include an evergreen variety of plant materials shall be placed where appropriate to screen all utility boxes and pedestals in order to remain attractive during the winter months.	Complies.	<i>See Planning for plans</i>
Site Design Standards: Non-Residential Development		
Shopping Cart Corrals: Shopping cart corrals are required for big box or mid box retail uses. Roof covers are recommended as the local climate includes wind, rain, and winter snow conditions. If roof covers are utilized they shall blend in with the established building design.	N/A.	<i>None proposed</i>
The shopping cart corral rail finish shall match or compliment the exterior finishes of the main building through the use of two out of three of the same exterior colors and finishes.	N/A.	<i>None proposed</i>
Uses Within Buildings: All uses established in any commercial, office warehouse, business park, or industrial zone shall be conducted entirely within a fully enclosed approved building except those uses deemed by the City Council to be customarily and appropriately conducted in the open. Uses which qualify for this exception include vegetation nurseries, home improvement centers with lumber, outdoor cafes, outdoor retail display, car wash vacuums, auto dealerships, and similar uses.	Complies.	<i>See Planning for plans</i>
Outdoor Display: All retail product displays shall be located under the buildings' permanent roof structure or on designated display pads within front landscape areas.	N/A.	<i>None proposed</i>
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.	N/A.	<i>None proposed</i>
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.	N/A.	<i>None proposed</i>
Seasonal uses outside of these areas may be approved through the Temporary Use process.	N/A.	<i>None proposed</i>
Outdoor Storage Standards: Outdoor storage areas shall be located to minimize views from adjacent public rights-of-way, residential development or zones, and adjacent developments. They shall be located behind or to the side of buildings.	N/A.	<i>None proposed</i>
Outdoor storage shall be screened from public view. Screening shall consist of a solid wall, excluding CMU blocks. Screening shall be a minimum of 6 feet high and may reach a maximum height of 20 feet subject to approval by the Land Use Authority. A building permit is required for all fencing or walls higher than 7 feet. Chain link fencing is prohibited.	N/A.	<i>None proposed</i>
The method of screening shall be architecturally integrated with the adjacent building in terms of materials and colors.	N/A.	<i>None proposed</i>
A landscape strip with a minimum width of five feet shall be installed next to the screening fence or wall when the storage area is adjacent to or visible from a public right-of-way.	N/A.	<i>None proposed</i>
Outdoor storage materials must be stored in an orderly manner such that fire codes are met and access to all areas of the yard is possible (e.g. access lanes).	N/A.	<i>None proposed</i>
The outdoor storage materials may not extend above the height of the fence or wall.	N/A.	<i>None proposed</i>

Access Requirements: <ul style="list-style-type: none"> a. Each roadway shall not be more than 40' in width, measured at right angles to the center line of the driveway except as increased by permissible curb return radii; and b. the entire flare of any return radii shall fall within the right-of-way. 	Complies.	<i>See Planning for plans</i>
Off-Street Truck Loading Space: Every structure involving the receipt or distribution by vehicles of materials or merchandise shall provide and maintain on the building's lot adequate space for standing, loading, and unloading of the vehicles in order to avoid undue interference with public use of streets, alleys, required parking stalls, or accessible stalls.	Complies.	<i>See Planning for plans</i>
Screening of Storage & Loading Areas: To alleviate the unsightly appearance of loading facilities, these areas shall not be located on the side(s) of the building facing the public street(s). Such facilities shall be located interior to the site.	N/A.	<i>None proposed</i>
Screening for storage and loading areas shall be composed of 6' high solid masonry or architectural precast concrete walls with opaque gates and self-latching mechanisms, to keep gates closed when not in use. Bollards are required at the front of the masonry walls to protect the enclosure from trash collection vehicles.	N/A.	<i>None proposed</i>
Gates shall be made of opaque metal for durability. Chain-link gates with opaque slats are prohibited.	N/A.	<i>None proposed</i>
The method of screening shall be architecturally integrated with the adjacent building in terms of materials and colors.	N/A.	<i>None proposed</i>
Trash areas shall be designed to include the screening of large items (e.g. skids and pallets) as well as the trash bin(s) that are needed for the business (unless storage is otherwise accommodated behind required screened storage areas).	N/A.	<i>None proposed</i>
Buffers: A wall and landscaping, fencing, or landscaping of acceptable design shall effectively screen the borders of any commercial or industrial lot which abuts an existing agricultural or platted residential use. Such a wall, fence, or landscaping shall be at least 6' in height, unless a wall or fence of a different height is required by the Land Use Authority as part of a site Plan review.	N/A.	<i>None proposed</i>
No chain-link or wood fences are permitted as buffering or screening between commercial and residential. Masonry and solid vinyl are suggested types of fences, and as circumstances require, one or the other may be required.	N/A.	<i>None proposed</i>
Unless otherwise required by this Title, walls or fences used as a buffer or screen shall not be less than 6' in height.	N/A.	<i>None proposed</i>
Parking Lot Buffers: There shall be a minimum of 10' of landscaping between parking areas and side and rear property lines adjacent to agricultural and residential land uses.	N/A.	<i>Surrounding area is all non-residential uses.</i>
Building Buffer: No building shall be closer than 5' from any private road, driveway, or parking space. The intent of this requirement is to provide for building foundation landscaping and to provide protection to the building. Exceptions may be made for any part of the building that may contain an approved drive-up window.	Complies.	<i>See Planning for plans</i>
Interconnection: All parking and other vehicular use areas shall be interconnected with adjacent non-residential properties in order to allow maximum off-street vehicular circulation.	Complies.	<i>See Planning for plans</i>
General Architectural Design Standards		
General standards do not apply one-family and two-family dwellings unless governed under a DA.		
Building Articulation: Building elevations exceeding 40' in length shall incorporate a minimum of one horizontal elevation shift or combination of vertical and horizontal elevation shifts, stepping portions of the elevation to create shadow lines and changes in volumetric spaces of at least five feet, and a minimum of two of the following, all spaced at intervals of 20' to 50' of horizontal width:	Complies.	<i>See Planning for plans</i>

<ul style="list-style-type: none"> i. A combination of vertical and horizontal elevation shifts that together equal at least 5'. ii. Addition of horizontal and vertical divisions by use of textures or materials. iii. Primary material change. iv. Addition of projections such as balconies, cornices, covered entrances, porte-cochères, trellis', pergolas, arcades, and colonnades. Such trellis' and awnings extend outward from the underlying wall surface at least 36". v. Variation in the rooflines by use of dormer windows, overhangs, arches, stepped roofs, gables or other similar devices. 		
Roof Treatment: Sloped roofs shall provide articulation and variations in order to break up the massiveness of the roof. Sloped roofs shall include eaves which are proportional to the roofs slope and scale of the building.	Complies.	<i>See Planning for plans</i>
Flat roofs shall be screened with parapets on all sides of the building. If no roof top equipment exists or is proposed, the parapet shall be a minimum of 12" in height above the roof.	Complies.	<i>See Planning for plans</i>
All roofs on three-family and multi-family dwellings shall have a minimum pitch of 3/12 (25% slope). To provide architectural enhancement, residential structures are encouraged to have multiple pitch variations.	N/A.	<i>Proposed use is non-residential</i>
Roof mounted equipment shall not be visible from adjacent public and private streets as well as from adjacent properties, unless grade differences make visibility unavoidable.	Complies.	<i>See Planning for plans</i>
Screening shall be solid and shall be consistent with the material and color of exterior finishes of the building through the use of at least two out of three of the exterior finishes of the building.	Complies.	<i>See Planning for plans</i>
Windows: Windows, other than rectangular windows, may be used as accents and trim. Untreated aluminum or metal window frames are prohibited.	Complies.	<i>See Planning for plans</i>
Awnings, Canopies, Trellises, Pergolas, and Similar Features: All such features must be attached to a vertical wall.	Complies.	<i>See Planning for plans</i>
All such features shall project at least 4' from the building when located over a pedestrian traffic area and no less than 2' otherwise.	Complies.	<i>See Planning for plans</i>
All such features shall maintain a minimum clearance above sidewalk grade of 8' to the bottom of the framework when located over a pedestrian traffic area.	Complies.	<i>See Planning for plans</i>
Backlighting is not permitted.	Complies.	<i>See Planning for plans</i>
Mechanical Equipment: All mechanical equipment shall be located or screened and other measures shall be taken so as to shield visibility of such equipment from any public or private streets.	Complies.	<i>See Planning for plans</i>
Wing walls, screens, or other enclosures shall be shall be integrated into the building and landscaping of the site, whether located on the ground or roof.	Complies.	<i>See Planning for plans</i>
Rooftops of buildings shall be free of any mechanical equipment unless completely screened from all horizontal points of view.	Complies.	<i>See Planning for plans</i>
Screening materials shall conform to the color scheme and materials of the primary building.	Complies.	<i>See Planning for plans</i>
Non-Residential Architectural Design Standards		
Four Sided Architecture: All sides of a building that are open to public view (including views from adjacent residential dwellings or probable location of residential dwellings) shall receive equal architectural design consideration as the building front.	Complies.	<i>See Planning for plans</i>
Color and Materials: Exterior Building Materials shall be considered any materials that make up the exterior envelope of the building and shall be limited to no more than four and no less than two types of materials per building, window and door openings excluded.	Complies.	<i>See Planning for plans</i>
Color of exterior building materials (excluding accent colors) shall be limited to no more than four and no less than two major colors per development.	Complies.	<i>See Planning for plans</i>

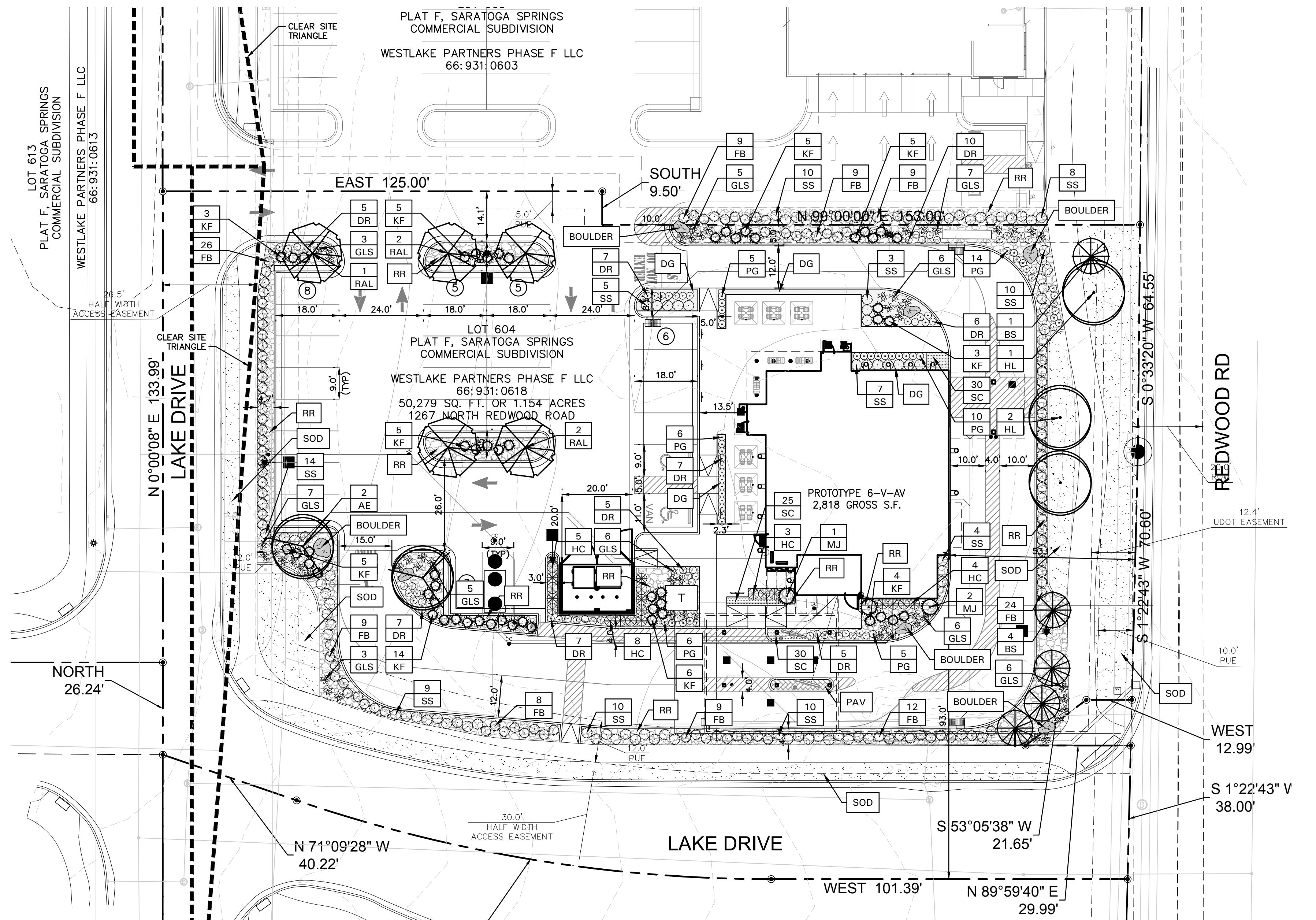
Bright colors, such as neon or fluorescent colors, bright orange or yellow, and primary colors, are only permitted as accent colors.	Complies.	<i>See Planning for plans</i>
No more than 75% of any building elevation shall consist of any one material or color. <ul style="list-style-type: none"> i. No more than 50% of any building elevation shall consist of CMU, except in the Office Warehouse and Industrial zones, or ii. Office, Warehouse, Flex buildings in approved zones that utilize concrete tilt up construction are exempt from the maximum 75% of one material per elevation requirement but must follow all other architectural standards. 	Complies.	<i>See Planning for plans</i>
Prohibited Materials: Tiles. Full veneer brick and tiles exceeding $\frac{1}{2}$ " in thickness is permitted, however veneer tile is prohibited. Stucco stone patterns and stucco brick patterns. Wood as a primary exterior finish material. Plain, grey, unfinished CMU block except as an accent material.	Complies.	<i>See Planning for plans</i>
Stairways: All stairways to upper levels shall be located within the building unless otherwise approved by the Land Use Authority for secondary access to outdoor patio decks or other usable outdoor area.	Complies.	<i>See Planning for plans</i>
Roof Drains: All roof drains, conduit and piping, maintenance stairs and ladders, and other related services shall be located on the interior of the building.	Complies.	<i>See Planning for plans</i>
Electrical Panels: To the extent possible, all electric panels and communication equipment should be located in an interior equipment room.	Complies.	<i>See Planning for plans</i>
Street Orientation: All Retail or Commercial buildings shall have expansive windows, balconies, terraces, or other design features oriented to the street or adjacent public spaces.	Complies.	<i>See Planning for plans</i>
At least 35 percent of the first floor elevation(s) of a building that is viewed from a public street shall include windows, and/or glass doors to minimize the expanse of blank walls and encourage a pedestrian friendly atmosphere. For purposes of determining the glass area, the first floor shall be the first 10 feet from the finished floor. This standard does not apply to a single-story retail building of 50,000 square feet or greater provided a single primary tenant occupies the entire building square footage and additional architectural elements are used in City of Saratoga Springs Municipal Code Land Development Code - Title 19.16 Page 9 place of windows and/or glass doors to include awnings or canopies, and must include roof line changes and horizontal articulation.	Complies.	<i>See Planning for plans</i>
Metal Buildings: Metal buildings are only permitted in the Agricultural, Residential Agricultural, Rural Residential, Office Warehouse and Industrial Zones.	Complies.	<i>See Planning for plans</i>
All metal buildings shall be designed to have an exterior appearance of conventionally built structures. Stock, "off the shelf" metal buildings are prohibited.	Complies.	<i>See Planning for plans</i>
Metal buildings in the Agricultural, Residential Agricultural, and Rural Residential zones shall only be used for agriculture as defined in Section 19.02.02 of the City Code.	Complies.	<i>See Planning for plans</i>

19.18 Signs

Regulation	Compliance	Findings
Site Plans require signage information (if tenant known, show location potential location size)	TBD	<i>Sign permit is required for all signs.</i>
Monument sign location and details	TBD	<i>Sign permit is required for all signs.</i>
Wall signs and potential locations and details	TBD	<i>Sign permit is required for all signs.</i>

Fiscal Impact	
Regulation	Findings
Is there any City maintained open space?	<i>None</i>
What is the anticipated cost to the City?	<i>None</i>
When will City maintenance begin?	<i>N/A</i>

Exhibit 5: Landscape Plans



LANDSCAPE NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
2. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
3. CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
4. CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
5. ALL PLANTING BEDS AND LAWN AREAS SHALL BE SEPARATED BY A CONCRETE MOWSTRIP PER CITY REQUIREMENTS.
6. TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
7. ALL LAWN AREAS SHALL BE SOLID SOD KENTUCKY BLUEGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
8. ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
9. CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.

GENERAL LAWN NOTES

1. CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
2. CONTRACTOR SHALL LEAVE LAWN AREAS 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
3. CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED ON CIVIL PLANS. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
4. ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
5. CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. PRIOR TO PLACING TOPSOIL AND LAWN INSTALLATION.
6. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
7. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

SOLID SOD NOTES

1. PLANT SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL Voids.
2. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
3. WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.

MAINTENANCE NOTES

1. THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
2. ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
3. ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.
4. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
5. ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
6. CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE

LANDSCAPE TABULATIONS

CATEGORY	REGULATION	PROVIDED
Total Site Square Footage	44,355	
Required Landscaping	8,871	9,876
Required Deciduous Trees	6	10
Required Evergreen Trees	3	8
Required Shrubs	17	439
Maximum Turf Area (70%)	6,210	4,354
Drought Tolerant (50%)	13	11

Prototype :	6v-AV
Prototype Issue Date:	05/2023
Kicthen Issue Date:	05/2023
Design Bulletin Updates:	INCLUDED
Date Issued:	Bulletin Number:
05/2023	VERSION 2023-1 0

SITE PLAN REVIEW

Sheet Title:

Date: 11.07.2023
Project Number: RAC23050.0
Drawn By: KAH Checked By: KAH
Sheet Number: XXXXXXXXXX

PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS	
TREES						
AE	<i>Ulmus 'Morton' Accolade</i>	Accolade Elm	2	3" cal.	B&B, 12' ht., 4' spread, 4' branching ht., matching	DROU
BS	<i>Picea pungens 'Bakeri'</i>	Bakeri Spruce	5	6' ht.	B&B or container grown, 6' ht., full to base, 3' spread	DROU
HL	<i>Gleditsia triacanthos var. inermis</i>	Thornless Honeylocust	3	3" cal.	B&B, 12' ht., 4' spread, 4' branching ht., matching	DROU
MJ	<i>Juniperus scopulorum 'Moonglow'</i>	Moonglow Juniper	3	7' ht.	B&B or container grown, full to base, 3' spread	DROU
RAL	<i>Tilia americana 'Redmond'</i>	Redmond American Linden	5	3" cal.	B&B, 12' ht., 4' spread, 4' branching ht., matching	DROU
SHRUBS/GROUNDCOVER						
DR	<i>Rosa 'Red Drift'</i>	Red Drift Rose	59	5 gal.	container full, 18" spread	
FB	<i>Chamaebatiaaria millefolium</i>	Fernbush	115	5 gal.	container full	DROU
GLS	<i>Rhus aromatica 'Gro-Low'</i>	Grow Low Fragrant Sumac	54	5 gal.	container full, 18" spread	DROU
HC	<i>Cotoneaster lucidus</i>	Hedge Cotoneaster	20	5 gal.	container full, 20" spread, 36" o.c.	DROU
KF	<i>Calamagrostis x acutiflora 'Karl Foerster'</i>	Karl Foerster Feather Reed Grass	55	5 gal.	container full, 20" spread, 36" o.c.	DROU
PG	<i>Potentilla fruticosa 'Goldfinger'</i>	Potentilla 'Goldfinger'	46	5 gal.	container full, 18" spread, 24" o.c.	DROU
SC		Seasonal Color	85	4" pots	container full, 12" o.c., selection by Owner	
SS	<i>Artemisia cana</i>	Silver Sagebrush	90	5 gal.	container full	DROU
MISCELLANEOUS						
BLDR		Landscape Boulder			native boulder, irregular finish; smooth and weathered edges; 1.5-ton min.	
DG		Decorative Gravel			'Montana Crush' decorative gravel, 1" dia., 3" depth with weed barrier fabric	
PAV		Concrete Pavers			refer to 03/L2.02	
RR		'Challis Cobble' River Rock			2" - 4" dia., 4" depth rock mulch, typ. at planting adjacent to patio	
SOD	<i>Poa pratensis x Festuca arundinacea</i>	Kentucky Bluegrass Fescue Mix			solid sod, refer to Solid Sod Notes	

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

A scale bar and north arrow are located in the bottom left corner of the map. The scale bar is a horizontal line with tick marks at 0, 10, 20, and 40, labeled 'SCALE: 1" = 20'-0"'. A north arrow is a triangle pointing upwards, with the letter 'N' inside.

4245 North Central Expy
Suite 501
Dallas, Texas 75205
214.865.7192 office

L1.01

SECTION 32 9300 - LANDSCAPE

PART 1 - GENERAL

1.1 REFERENCED DOCUMENTS

A. Refer to Landscape Plans, notes, details, bidding requirements, special provisions, and schedules for additional requirements.

1.2 DESCRIPTION OF WORK

A. Work included: Furnish all supervision, labor, materials, services, equipment and appliances required to complete the work covered in conjunction with the landscaping covered in these specifications and landscaping plans, including:

1. Planting (trees, shrubs and grasses)
2. Bed preparation and fertilization
3. Notification of sources
4. Water and maintenance until final acceptance
5. Guarantee

1.3 REFERENCE STANDARDS

A. American Standard for Nursery Stock published by American Association of Nurserymen: April 14, 2014 Edition; by American National Standards Institute, Inc. (Z60.1) - plant material

B. American Joint Committee on Horticultural Nomenclature: 1942 Edition of Standardized Plant Names.

C. Utah Association of Nurserymen, Grades and Standards

D. Hortis Third, 1976 - Cornell University

1.4 NOTIFICATION OF SOURCES AND SUBMITTALS

A. Samples: Provide representative quantities of sandy loam soil, mulch, bed mix material, gravel, crushed stone, steel edging and tree stakes. Samples shall be approved by Owner's Authorized Representative before use on the project.

1.5 JOB CONDITIONS

A. General Contractor to complete the following punch list: Prior to Landscape Contractor initiating any portion of landscape installation, General Contractor shall leave planting bed areas three (3") inches below final grade of sidewalks, drives and curbs as shown on the drawings. All lawn areas to receive solid sod shall be left one (1") inch below the final finish grade of sidewalks, drives and curbs. All construction debris shall be removed prior to Landscape Contractor beginning any work.

B. Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner cannot be held responsible for theft or damage.

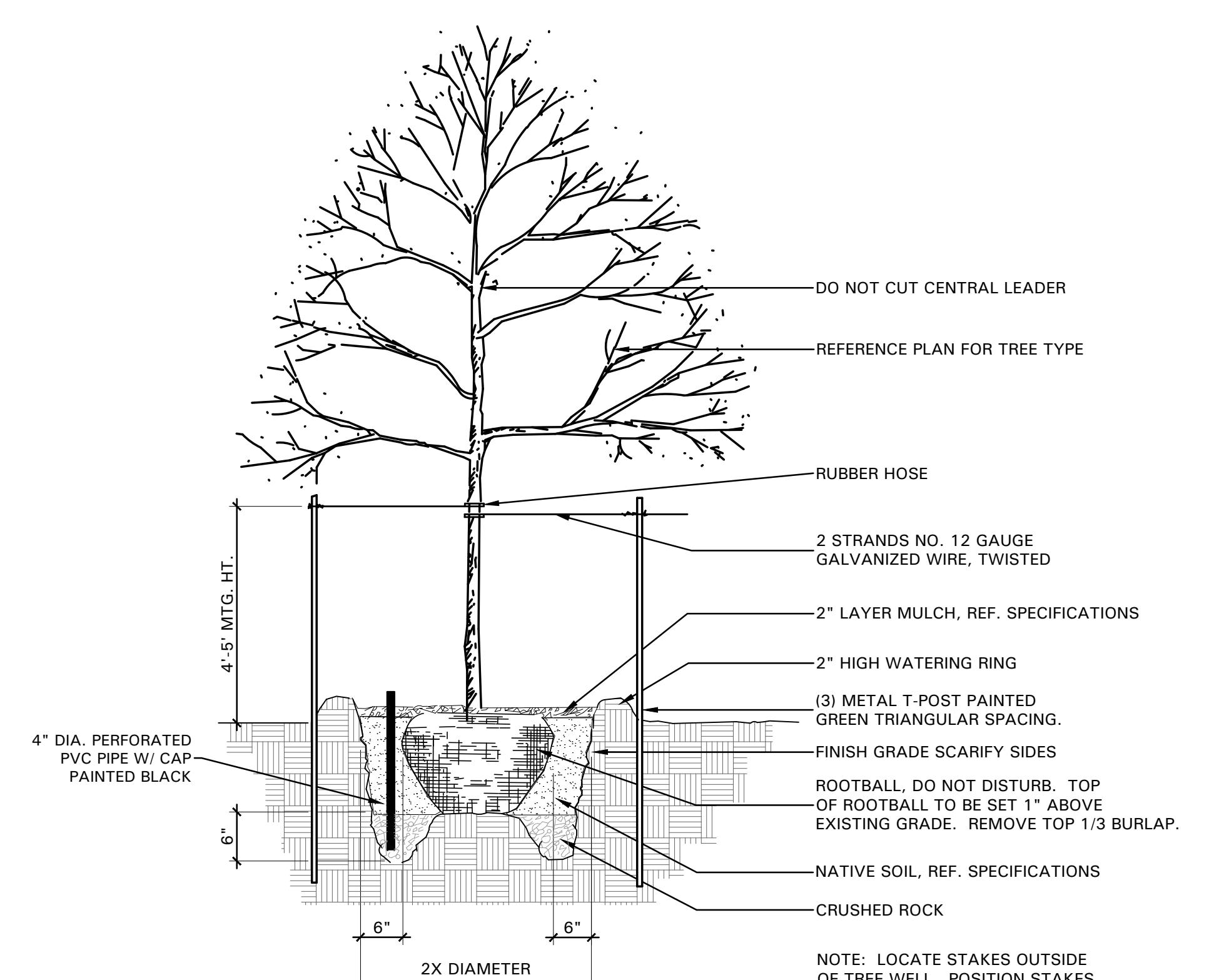
1.6 MAINTENANCE AND GUARANTEE

A. Maintenance:

1. The Landscape Contractor shall be held responsible for the maintenance of all work from the time of planting until final acceptance by the Owner. No trees, shrubs, groundcover or grass will be accepted unless they show healthy growth and satisfactory foliage conditions.

2. Maintenance shall include watering of trees and plants, cultivation, weeding, spraying, edging, pruning of trees, mowing of grass, cleaning up and all other work necessary of maintenance.

3. A written notice requesting final inspection and acceptance should be submitted to the Owner at least seven (7) days prior to completion. An on-site inspection by the Owner's Authorized Representative will be completed prior to written acceptance.



01 TREE PLANTING DETAIL
NOT TO SCALE

B. Guarantee:

1. Trees, shrubs and groundcover shall be guaranteed for a twelve (12) month period after final acceptance. The Contractor shall replace all dead materials as soon as weather permits and upon notification of the Owner. Plants, including trees, which have partially died so that shape, size, or symmetry have been damaged, shall be considered subject to replacement. In such cases, the opinion of the Owner shall be final.

a. Plants used for replacement shall be of the same size and kind as those originally planted and shall be planted as originally specified. All work, including materials, labor and equipment used in replacements, shall carry a twelve (12) month guarantee. Any damage, including ruts in lawn or bed areas, incurred as a result of making replacements shall be immediately repaired.

b. At the direction of the Owner, plants may be replaced at the start of the next year's planting season. In such cases, dead plants shall be removed from the premises immediately.

c. When plant replacements are made, plants, soil mix, fertilizer and mulch are to be utilized as originally specified and re-inspected for full compliance with the contract requirements. All replacements are to be included under "Work" of this section.

2. The Owner agrees that for the guarantee to be effective, he will water plants at least twice a week during dry periods and cultivate beds once a month after final acceptance.

3. The above guarantee shall not apply where plants die after acceptance because of injury from storms, hail, freeze, insects, diseases, injury by humans, machines or theft.

4. Acceptance for all landscape work shall be given after final inspection by the Owner. Provided the job is in a complete, undamaged condition and there is a stand of grass in all lawn areas. At that time, the Owner will assume maintenance on the accepted work.

C. Repairs: Any necessary repairs under the Guarantee must be made within ten (10) days after receiving notice, weather permitting. In the event the Landscape Contractor does not make repairs accordingly, the Owner, without further notice to Contractor, may provide materials and men to make such repairs at the expense to the Landscape Contractor.

1.7 QUALITY ASSURANCE

A. General: Comply with applicable federal, state, county and local regulations governing landscape materials and work.

B. Personnel: Employ only experienced personnel who are familiar with the required work. Provide full time supervision by a qualified foreman acceptable to Landscape Architect.

C. Selection of Plant Material:

1. Make contact with suppliers immediately upon obtaining notice of contract acceptance to select and book materials. Develop a program of maintenance (pruning and fertilization) which will ensure the purchased materials will meet and / or exceed project specifications.

2. Substitutions: Do not make plant material substitutions. If the specified landscape material is not obtainable, submit proof of availability to the Landscape Architect, together with proposal for use of equivalent material. At the time bids are submitted, the Contractor is assumed to have located the materials necessary to complete the job as specified.

3. Landscape Architect will provide a key identifying each tree location on site. Written verification will be required to document material selection, source and delivery schedules to site.

4. Measurements: Measure trees with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements six inches above ground for trees up to and including 4" caliper size, and twelve inches above ground for larger sizes. Measure main

body of all plant material of height and spread dimensions, do not measure from branch or root tip-to-tip.

5. Owner's Authorized Representative shall inspect all plant material with requirements for genus, species, cultivar / variety size and quality.

6. Owner's Authorized Representative retains the right to further inspect all plant material upon arrival to the site and during installation for size and condition of root balls and root systems, limbs, branching habit, insects, injuries and latent defects.

7. Owner's Authorized Representative may reject unsatisfactory or defective material at any time during the process work. Remove rejected materials immediately from the site and replace with acceptable material at no additional cost to the Owner. Plants damaged in transit or at job site shall be rejected.

1.8 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Preparation:

1. Balled and Burlapped (B&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape and future development.

2. Container Grown Plants: Deliver plants in rigid container to hold ball shape and protect root mass.

B. Delivery:

1. Deliver packaged materials in sealed containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored on site.

2. Deliver only plant materials that can be planted in one day unless adequate storage and watering facilities are available on job site.

3. Protect root balls by heelin in with sawdust or other approved moisture retaining material if not planted within 24 hours of delivery.

4. Protect plants during delivery to prevent damage to root balls or dislocation of leaves. Keep plants moist at all times. Cover all materials during transport.

5. Notify Owner's Authorized Representative of delivery schedule 72 hours in advance job site.

6. Remove rejected plant material immediately from job site.

7. To avoid damage or stress, do not lift, move, adjust to plumb, or otherwise manipulate plants by trunk or stems.

PART 2 - PRODUCTS

2.1 PLANTS

A. General: Well-formed No. 1 grade or better nursery grown stock. Listed plant heights are from tops of root balls to nominal tops of plants. Plant spread refers to nominal outer width of the plant, not to the outer leaf tips. Plants will be individually approved by the Owner's Authorized Representative and his decision as to their acceptability shall be final.

B. Quantities: The drawings and specifications are complementary. Anything called for on one and not the other is as binding as if shown and called for on both. The plant schedule is an aid to bidders only. Confirm all quantities on plan.

C. Quality and size: Plant materials shall conform to the size given on the plan, and shall be healthy, symmetrical, well-shaped, full branched and well rooted. The plants shall be free from injurious insects, diseases, injuries to the bark or roots, broken branches, objectionable disfigurements, insect eggs and larvae, and are to be of specimen quality.

D. Approval: All plants which are found unsuitable in growth, or are in any unhealthy, badly shaped or undersized condition will be rejected by the Owner's Authorized Representative either before or after planting and shall be removed at the expense of the

Landscape Contractor and replaced with acceptable plant as specified at no additional cost to the Owner.

E. Trees shall be healthy, full-branched, well-shaped, and shall meet the minimum trunk and diameter requirements of the plant schedule. Balls shall be firm, neat, slightly tapered and well wrapped in burlap. Any tree loose in the ball or with a broken root or roots, or any tree which will be rejected shall be ten (10") inches in diameter for each one (1") inch of trunk diameter, measured six (6") inches above the ball. (Nomenclature confirms to the "multi-trunk" defines a plant having three (3) or more trunks of nearly equal diameter.)

F. Pruning: All pruning of trees and shrubs, as directed by the Landscape Architect prior to final acceptance, shall be executed by the Landscape Contractor at no additional cost to the Owner.

2.2 SOIL PREPARATION MATERIALS

A. Sandy Loam:

1. Friable, fertile, dark, loamy soil, free of clay lumps, subsoil, stones and other extraneous material and reasonably free of weeds and foreign grasses. Loam containing Dallasgrass or Nutgrass shall be rejected.

2. Physical properties as follows:

- a. Clay - between 7-27 percent
- b. Silt - between 15-25 percent
- c. Sand - less than 52 percent

3. Organic matter shall be 3%-10% of total dry weight.

4. If requested, Landscape Contractor shall provide a certified soil analysis conducted by an approved soil testing laboratory verifying that sandy loam meets the above requirements.

B. Organic Material: Compost with a mixture of 80% vegetative matter and 20% animal waste. Ingredients should be a mix of course and fine textured material.

C. Sharp Sand: Sharp sand must be free of seeds, soil particles and weeds.

D. Mulch: Double Shredded Hardwood Mulch, partially decomposed, dark brown.

E. Organic Fertilizer: Fertilaid, Sustene, or Green Sense or equal as recommended for required applications. Fertilizer shall be delivered to the site in original unopened containers, each bearing the manufacturer's guaranteed statement of analysis.

F. Commercial Fertilizer: 10-20-10 or similar analysis. Nitrogen source to be a minimum 50% slow release organic Nitrogen (SCU or UF) with a minimum 8% sulfur and 4% iron, plus micronutrients.

G. Peat: Commercial sphagnum peat moss or partially decomposed shredded pine bark or other approved organic material.

2.3 MISCELLANEOUS MATERIALS

A. Steel Edging: All steel edging shall be 3/16" thick x 4" deep x 16' long with 6 stakes per section, painted black at the factory as manufactured by The J.D. Russell Company and under its trade name DURAEDGE Heavy Duty Steel.

B. Staking Material for Shade Trees: refer to details.

C. Gravel: Washed native pea gravel, graded 1 inch to 1-1/2 inch.

D. Weed Barrier Fabric: DeWitt 5oz Weed Barrier Fabric Manufactured by DeWitt Company dewittcompany.com or approved equal, to be installed in all planting areas except under annual planting areas. Weed barrier shall be cut back from each plant to the diameter of the rootball.

E. River Rock: (Colorado) or native river rock, 2" - 4" dia.

F. Decomposed Granite: Base material shall consist of a natural material mix of granite aggregate not to exceed 1/8" diameter in

size and shall be composed of various stages of decomposed earth base.

PART 3 - EXECUTION

3.1 BED PREPARATION & FERTILIZATION

A. Landscape Contractor to inspect all existing conditions and report any deficiencies to the Owner.

B. All planting areas shall be conditioned as follows:

1. Prepare new planting beds by scraping away existing grass and weeds as necessary. Till existing soil to a depth of six (6") inches prior to placing compost and fertilizer. Apply fertilizer as per Manufacturer's recommendations. Add six (6") inches of compost and till into depth of six (6") inches of the topsoil. Apply organic fertilizer such as Sustene or Green Sense at the rate of twenty (20) pounds per one thousand (1,000) square feet.

2. All planting areas shall receive a three (3") inch layer of specified mulch.

3. Backfill for tree pits shall be as follows: Use existing top soil on site (use imported topsoil free from large clumps, rocks, debris, caliche, subsoil, etc., placed in nine (9") inch layers and watered in thoroughly.

C. Grass Areas:

1. Blocks of sod should be laid joint to joint (staggered joints) after fertilizing the ground first. Roll grass areas to achieve a smooth, even surface. The joints between the blocks of sod should be filled with topsoil where they are evidently gaped open, then watered thoroughly.

3.2 INSTALLATION

A. Maintenance of plant materials shall begin immediately after each plant is delivered to the site and shall continue until all construction has been satisfactorily accomplished.

B. Plant materials shall be delivered to the site only after the beds are prepared and areas are ready for planting. All shipments of nursery materials shall be thoroughly protected from the drying winds during transport. All plants will be planted once, after delivery, this shall be well protected against the possibility of drying by wind and balls of earth of B & B plants shall be kept covered with soil or other acceptable material. All plants remain the property of the Contractor until final acceptance.

C. Position the trees and shrubs in their intended location as per plan.

D. Notify the Owner's Authorized Representative for inspection and approval of all positioning of plant materials.

E. Excavate pits with vertical sides and horizontal bottom. Tree pits shall be large enough to permit handling and planting without injury to balls of earth or roots and shall be of such depth that, when planted and settled, the crown of the plant shall be the same relationship to the finish grade as it did to soil surface in original place of growth.

F. Shrub and tree pits shall be no less than twenty-four (24") inches wider than the lateral dimension of the earth ball and six (6") inches deeper than it's vertical dimension. Remove and haul site all rocks and stones over three-quarter (3/4") inch in diameter. Plants should be thoroughly moist before removing containers.

G. Dig a wide, rough sided hole exactly the same depth as the height of the ball, especially at the surface of the ground. The sides of the hole should be rough and jagged, never slick or glazed.

H. Percolation Test: Fill the hole with water. If the water level does not percolate within 24 hours, the tree needs to move to another location or have drainage added. Install a PVC stand pipe per tree planting detail as approved by the Landscape Architect if the

percolation test fails. Percolation test to be completed at each tree or grouping of trees.

I. Backfill only with 5 parts existing soil or sandy loam and 1 part bed preparation. When the hole is dug in solid rock, topsoil from the same area should not be used. Carefully settle by watering to prevent air pockets. Remove the ball from the top 1/2 of the ball, as well as all nylon, plastic string and wire. Container trees will usually be root bound, if so follow standard nursery practice of "root scoring".

J. Do not wrap trees.

K. Do not over prune.

L. Mulch the top of the ball. Do not plant grass all the way to the trunk of the tree. Leave the area above the top of the ball and mulch with at least three (3") inches of specified mulch.

M. All plant beds and trees to be mulched with a minimum settled thickness of three (3") inches over the entire bed or pit.

N. Obstruction below ground: In the event that rock, or underground construction work or obstructions are encountered in any plant pit excavation work to be done under this section, alternate locations may be selected by the Owner. Where locations cannot be changed, the obstructions shall be removed to a depth of no less than three (3') feet below grade and no less than six (6") inches below the bottom of the pit. When earth is properly set at the required grade, the work of this section shall include the removal from the site of such rock or underground obstructions encountered at the cost of the Landscape Contractor.

O. Trees and large shrubs shall be staked as site conditions require. Position stakes to secure trees against seasonal prevailing winds.

P. Pruning and Mulching: Pruning shall be directed by the Landscape Architect and shall be pruned in accordance with standard horticultural practice following Fine Pruning, Class I pruning standards provided by the National Arbor

Exhibit 7: Planning Commission Minutes, April 11, 2024



MINUTES – Planning Commission

Thursday, April 11, 2024

City of Saratoga Springs City Offices

1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

PLANNING COMMISSION MEETING MINUTES

CALL TO ORDER - 6:00 p.m. by Chairman Reed Ryan.

1. **Pledge of Allegiance** - led by Chairman Reed Ryan.

2. **Roll Call** – A quorum was present.

Present:

Commission Members: Ken Kilgore, Jack K. Mangum, Virginia Rae Mann, Reed Ryan, Rachel Sprosty Burns, Doug Willden.

Staff: Sarah Carroll, Planning Director; Sam Stout, Planner I; Gina Grandpre, Senior Planner; Rulon Hopkins, Assistant City Attorney; Ken Knight, Engineer; Wendy Wells, Deputy Recorder.

Excused: Scott A. Hill.

Others: Celeste De La Cruz, Angeles Villasenor, Chris Bick.

3. **Public Input** - No public comment was given.

BUSINESS ITEMS

1. **Celeste's Daycare Class III Home Occupancy, located at 469 West Granary Place. Celeste De La Cruz as applicant.**

Planner I Sam Stout presented the item. The applicant is requesting approval for a Class III Home Occupation for Celeste's Daycare; The operating hours will be Monday through Friday from 7:30 am to 5:30 pm. There will be two shifts per day with up to ten children at one time and not exceeding 16 children per day.

Applicant Celeste De La Cruz of Saratoga Springs was in attendance to answer any questions. Angeles Villasenor of Saratoga Springs, who assists with running the Daycare, was also in attendance.

Ms. Villasenor explained that for safety, the children will be in a fenced backyard, and in addition they plan to put up a "Drive Slow" sign and encourage parents and neighbors to drive slowly in the drop-off areas.

Commissioner Sprosty Burns complimented the Applicant for doing things the right way, and asked if the Daycare is currently licensed. She appreciated the efforts to encourage safe driving near the Daycare.

Ms. De La Cruz related that she is currently State and City licensed at another location in Saratoga Springs located on Plum Place. She is moving to Granary Place, and wants to transfer the license to her new home.

Commissioner Mangum inquired about the listing of 16 children per day on the application. He asked if they would like to increase that number since Code allows up to 40. He wondered if they would be locked in at 16 since that was the number listed on the application.

Ms. Villasenor felt it was up to the Planning Commission if they allowed an increase to the number of children per day. She mentioned they had listed 16 because they were expecting a decrease this year due to all day Kindergarten and many parents working from home.

Planning Director Sarah Carroll said she thought that if the number was not listed as a condition, it would be fine to add more children later. She said Code states no more than 10 children at one time.

Commissioner Willden asked if neighbors had been told there would be a maximum of 16 children in the Daycare. He felt that if that was the case, it should be taken under consideration.

Commissioner Kilgore felt there would not be a problem with the number of children as long as Code was being met. He asked for clarification on the requirement for only 10 children at one time, and how that relates to the licensure number of 16 children. He also asked if the Applicant would be willing to comply with the conditions in the Staff Report.

Commissioner Sprosty Burns asked the Applicant if they had been approved by licensing for 16 children and said that if licensing approved additional children later, the issue could be revisited.

Ms. Villasenor said they can have a higher enrollment number, but not more than 10 children at one time. They can stagger shifts to accommodate various schedules. She agreed to comply with the conditions in the Staff Report.

Motion made by Commissioner Sprosty Burns, based upon the evidence and explanations received today, that the Planning Commission approve the requested Class III Home Occupation Permit for Celeste's Daycare, located at 469 W Granary Place, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Mangum.

Yes: Ken Kilgore, Jack K. Mangum, Virginia Rae Mann, Reed Ryan, Rachel Sprosty Burns, Doug Willden.

No: None.

Absent: Scott A. Hill.

Motion passed 6 - 0.

2. Raising Cane's Site Plan, located at 1267 N Redwood Road. Chris Bick as applicant.

Senior Planner Gina Grandpre presented the item. The applicant requests approval of a Site Plan for a Raising Cane's drive-thru restaurant. The Lot is 1.15 acres, includes the required 30-foot trail/landscape easement along Redwood Rd, and incorporates 20% landscaping on the site to meet Title 19 requirements.

Senior Planner Gina Grandpre explained the landscaping plan was not in the packet, but she had it available to view and it met all Code requirements.

Applicant Chris Bick of Saratoga Springs was in attendance to answer any questions, and thanked the staff for their hard work on the Site Plan.

Commissioner Kilgore asked the Applicant about providing a final traffic report, and if he would comply to conditions in the Staff Report.

Mr. Bick agreed to comply with the conditions in the Staff Report, and related that the traffic report was just completed and there were no issues.

Commissioner Kilgore raised a question about the wording in the Staff Report that stated: "Proposed wall art is considered signage and will need to be removed", and referenced City Code 19.18 to get more clarification.

Senior Planner Gina Grandpre shared that most Raising Canes have murals, but it does not follow City Sign Code. She said there has been a code amendment submitted to allow wall art that will be coming soon.

Motion made by Commissioner Sprosty Burns, based upon the evidence and explanations received today, that the Planning Commission forward a recommendation for approval of the proposed Raising Cane's Site Plan, located at 1267 N. Redwood Road, with the Findings and Conditions in the Staff Report. Seconded by Commissioner Kilgore.

Yes: Ken Kilgore, Jack K. Mangum, Virginia Rae Mann, Reed Ryan, Rachel Sprosty Burns, Doug Willden.

No: None.

Absent: Scott A. Hill.

Motion passed 6 - 0.

3. Approval to Amend the 2024 Planning Commission Annual Meeting Schedule.

Motion made by Commissioner Sprosty Burns to approve the Amendments to the 2024 Planning Commission Calendar. Seconded by Commissioner Willden.

Yes: Ken Kilgore, Jack K. Mangum, Virginia Rae Mann, Reed Ryan, Rachel Sprosty Burns, Doug Willden.

No: None.

Absent: Scott A. Hill.

Motion passed 6 - 0.

4. Approval of Minutes: March 28, 2024.

Motion made by Commissioner Sprosty Burns to approve the Minutes as corrected from March 28, 2024. Seconded by Commissioner Mann.

Yes: Ken Kilgore, Jack K. Mangum, Virginia Rae Mann, Reed Ryan, Rachel Sprosty Burns, Doug Willden.

No: None.

Absent: Scott A. Hill.

Motion passed 6 - 0.

PUBLIC HEARINGS

1. Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapters: 19.02 – Definitions, 19.05 – Supplementary Regulations, 19.13 – Development Review Processes, 19.12 – Subdivisions, and 19.16 – Site and Architectural Design Standards.

Planning Director Sarah Carroll presented the amendments. The proposed change for connectivity would increase the standards for Site Plans and add requirements for Subdivisions. The proposed additions for temporary church trailers would allow these on existing church sites for a limited time.

Public Hearing Open by Chairman Ryan. Receiving no public comment, the hearing was closed by the Chair.

In response to a question from Commissioner Sprosty Burns, Planning Director Sarah Carroll explained that the trailers would be used for office space for ecclesiastical leaders while new buildings are being built.

Chairman Ryan shared that some churches are behind on constructing church buildings and there is no place for church leaders to have private office space. The trailers would provide that space.

Senior Planner Gina Grandpre said during Covid, churches stopped building and now there is a need for church buildings to be constructed.

Commissioner Sprosty Burns questioned why churches are allowed to do this since businesses are not.

Commissioner Kilgore asked if the term “temporary trailer” rather than “temporary church trailer” could be used.

Planning Director Sarah Carroll advised that the City currently allows temporary sales trailers for Subdivisions and when the last home is completed, the sales trailers are removed. She said that the regulations for the current request for church trailers are different.

Senior Planner Gina Grandpre advised that the reason we don't allow business trailers is due to the types of uses that might be requested where there may not be improvements already in place.

Commissioner Sprosty Burns shared a concern about specific denominations making requests because they made the choice to stop building. She does appreciate the regulations put into place by the City, and felt that this amendment would meet the needs of the citizens. She made the suggestion for each application to be tied to a specific building.

Commissioner Kilgore shared Commissioner Sprosty Burns' concerns and wondered if there could have been better planning. He is concerned about the optics of allowing church trailers for a denomination that has made a specific request.

Commissioner Willden directed the discussion to Connectivity and asked about parking lot connectivity. He had some questions about parking lots that have gates that close off an exit/entrance and wondered if the amendment would address this issue, or give some restrictions.

Planning Director Carroll presented some examples of Connectivity issues in both Commercial and Residential areas where there is only one way in or out, and explained some of the challenges this has caused. The proposed Code would help some of these issues going forward. She said there is a requirement in this proposal for public streets every 1000 feet that should alleviate some concerns.

Commissioner Kilgore said he thought there had to be two entrances or egresses out of a neighborhood.

Planning Director Carroll advised that Commissioner Kilgore's understanding was correct, and it had been based on fire code, but does not address all the concerns. The proposed amendment would help even more.

Motion made by Commissioner Sprosty Burns based upon the evidence and explanations received today, to forward a positive recommendation to the City Council for the proposed amendment to Title 19, with the findings and conditions in the Staff Report. Seconded By Commissioner Mangum. Yes: Ken Kilgore, Jack K. Mangum, Virginia Rae Mann, Reed Ryan, Rachel Sprosty Burns, Doug Willden.

No: None.

Absent: Scott A. Hill.

Motion passed 6 - 0.

REPORTS

1. Commissioner's Comments.

Commissioner Kilgore shared a concern about a 4-foot strip of land near the Dalmore Meadows neighborhood on Redwood Road that is not landscaped and has some weeds growing. He wondered who was responsible for maintaining the area.

Planning Director Sarah Carroll clarified the area is in front of Thrive and said that she would look into it.

Commissioner Sprosty Burns shared a concern with a bridge in Harvest Hills, West of the first roundabout, that has a crumbling rock wall on the South side.

Planning Director Sarah Carroll said she will pass the concern about the bridge along to Public Works.

Chairman Ryan asked Engineer Ken Knight to introduce himself to the Planning Commissioners.

Chairman Ryan advised that he will be absent from the next Planning Commission meeting on April 25th.

2. Director's Report.

Planning Director Sarah Carroll updated the Planning Commission on items passed at City Council on April 9th. She reminded Commissioners about their Annual Training, and that the next Planning Commission Meeting will be held on April 25th.

CLOSED SESSION - No closed session was held.

ADJOURNMENT - Meeting Adjourned Without Objection at 6:57 p.m. by Chairman Reed Ryan.

4-25-24
Date of Approval

Wendy Wells
Deputy City Recorder




Planning Commission Chair



Code Amendments – Connectivity and Temp Church Office Trailers

Amending Sections 19.02, 19.05, 19.12, 19.13, 19.16

May 25, 2024

PUBLIC MEETING

Report Date:	April 4, 2024
Applicant:	City Initiated
Previous Meetings:	Planning Commission: January 25, 2024 connectivity was tabled Planning Commission: April 11, 2024 positive recommendation
Type of Action:	Legislative
Land Use Authority:	City Council
Planner:	Sarah Carroll, Planning Director, AICP

A. Executive Summary:

Staff has identified the need to add and clarify code related to connections between adjacent sites and subdivisions and to add code related to temporary church office trailers.

The proposed code changes related to connectivity increase the standards for site plans and add requirements for subdivisions including a requirement for stubs to adjacent undeveloped property and public street connections every 1,000 feet.

The proposed additions for temporary church trailers will allow these on existing church sites for a limited time of up to 24 months while a new church site is being processed and constructed nearby.

Planning Commission Recommendation:

The portion of these changes related to connectivity standards was presented to the Planning Commission on January 25, 20024, but staff requested it be tabled in order to add more criteria. Both items were then presented to the Planning Commission on April 11, 2024 and they forwarded a positive recommendation.

Staff recommends that the City Council conduct a public meeting on the proposed code amendments, review and discuss the proposal, and choose from the options in Section H of this report. Options include approval with or without conditions, denial, or continuation.

B. Background:

Staff proposes additional language and standards in order to strengthen the connectivity requirements and allow exceptions under certain circumstances. Staff has found that adjacent City's allow temporary church office trailers and is proposing a code to allow this in Saratoga Springs as well.

C. Specific Request:

This is a request for approval of proposed code amendments to Sections 19.02, 19.05, 19.12, 19.13, and 19.16 of the Land Development Code, as attached.

D. Process:

Section **19.17.03. Planning Commission and City Council Review** outlines the process and for an amendment and is evaluated below.

1. The Planning Commission shall review the petition and make its recommendation to the City Council within thirty days of the receipt of the petition.
Complies. This is a City initiated application. The Planning Commission forwarded a recommendation for approval on April 11, 2024.
2. The Planning Commission shall recommend adoption of proposed amendments only where it finds the proposed amendment furthers the purpose of the Saratoga Springs Land Use Element of the General Plan and that changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.
Complies. Please see Sections F and G of this report.
3. The Planning Commission and City Council shall provide the notice and hold a public hearing (Planning Commission) as required by the Utah Code. For an application which concerns a specific parcel of property, the City shall provide the notice required by Chapter 19.13 for a public hearing.
Complies. Please see Section E of this report.
4. For an application which does not concern a specific parcel of property, the City shall provide the notice required for a public hearing except that notice is not required to be sent to property owners directly affected by the application or to property owners within 300 feet of the property included in the application.
Complies. Please see Section E of this report.

E. Community Review:

Prior to the Planning Commission public hearings, the proposed amendments were noticed as a public hearing pursuant to City and State statutes, which requires posting notice on the Utah public notice website and the City's website and in City Hall at least 10 calendar days prior to the public hearing.

Public Comment: As of the date of this report, no public input has been received.

F. General Plan:

The proposed amendments, as they relate to the 2042 General Plan Vision, Goals and Strategies for Land Use & Neighborhoods, are evaluated below.

Land Use and Neighborhoods, The Vision

“Land Use and Neighborhoods supports the general plan vision by preserving existing neighborhoods and requiring new attractive, healthy, and family-friendly neighborhoods. Neighborhoods will have a variety of housing types and amenities. As new development occurs, it will be supported by appropriate services and amenities, ensuring a high quality of life for existing and future residents.”

Land Use Goal

Future development in Saratoga Springs reflects the community’s preferred vision.

Staff conclusion: Consistent. *The proposed amendments allow for improved connectivity requirements and allow for temporary church office trailers for any church that already has a an existing site, but needs additional office space while a new site is reviewed and built.*

G. Code Criteria:

Code amendments are a legislative decision and grant the City Council significant discretion when considering changes to the Code. The criteria for an ordinance are outlined below and act as guidance to the Council and to the Commission in making a recommendation. Note that the criteria are not binding.

19.17.05 Consideration of General Plan, Ordinance, or Zoning Map Amendment. The Planning Commission and City Council shall consider, but not be bound by, the following criteria when deciding whether to recommend or grant a general plan, ordinance, or zoning map amendment:

1. The proposed change will conform to the Land Use Element and other provisions of the General Plan;
Consistent. See Section F of this report.
2. the proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;
Consistent. The amendments will not adversely affect the health and welfare of the general public. The amendments will improve connectivity and allow for temporary church office trailers while new churches are being constructed.
3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City; and

19.01.04. Purpose. This section identifies the purpose of Title 19.

1. The purpose of this Title, and for which reason it is deemed necessary, and for which it is designed and enacted, is to preserve and promote the health, safety, morals, convenience, order, fiscal welfare, and the general welfare of the City, its present and future inhabitants, and the public generally, and in particular to:
 - a. encourage and facilitate the orderly growth and expansion of the City;
 - b. secure economy in governmental expenditures;
 - c. provide adequate light, air, and privacy to meet the ordinary or common requirements of happy, convenient, and comfortable living of the municipality's inhabitants, and to foster a wholesome social environment;
 - d. enhance the economic well-being of the municipality and its inhabitants;
 - e. facilitate adequate provisions for transportation, water, sewer, schools, parks, recreation, storm drains, and other public requirements;
 - f. prevent the overcrowding of land, the undue concentration of population, and promote environmentally friendly open space;
 - g. stabilize and conserve property values;
 - h. encourage the development of an attractive and beautiful community; and
 - i. promote the development of the City of Saratoga Springs in accordance with the Land Use Element of the General Plan.

***Consistent.** The proposed amendments help facilitate the orderly growth and expansion of the City by improving the connectivity standards and allowing temporary church office trailers while a new site is under review and construction.*

4. in balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change.

***Consistent.** The amendments will provide additional clarity and effectiveness of the Code and better enhance connectivity. The amendments will allow for a solution to overcrowded religious meetinghouses while new ones are under review and construction.*

5. any other reason that, subject to the legislative discretion of the City Council, could advance the general welfare.

H. Recommendation and Alternatives:

Option 1 – Approval

“I move that the City Council approve the proposed amendment to Title 19, 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 complies with the criteria in section 19.17.05 of the Land Development Code, as articulated in Section G of the staff report, which section is incorporated by reference herein.

Conditions:

1. Any conditions or changes as articulated by the City Council:

Option 2 – Continuance

“I move to **continue** the proposed Code Amendments to a future meeting, with direction to Staff on information and/or changes needed to render a decision, as follows:”

1. _____

Option 3 – Denial

“Based upon the evidence and explanations received today, I move that the City Council deny all or some of the proposed amendments to Title 19, based on the following findings:”

1. The application is not consistent with the General Plan:
_____, and/or,
2. The application is not consistent with Section {XX.XX} of the Code:
_____, and/or

I. Exhibits:

1. Proposed Code Amendments

Chapter 19.02. Definitions

19.02.02. Definitions.

“Temporary Church Office Trailer” means a mobile trailer, portable, or prefabricated or manufactured building used as an accessory building for Church use.

Chapter 19.05. Supplementary Regulations.

Sections:

- 19.05.01. Purpose.**
- 19.05.02. General Supplemental Regulations.**
- 19.05.03. Wireless Telecommunication Equipment.**
- 19.05.04. Non-Depository Institution.**
- 19.05.05. Farm Animals in the A, RA-5, and RR Zones.**
- 19.05.06. Keeping Chickens in the R1-40, R1-20, and R1-10 Zones.**
- 19.05.07. Outdoor Vending Machines.**
- 19.05.08. Beekeeping.**
- 19.05.09. Residential Facilities for Persons with a Disability.**
- 19.05.10. Temporary Uses.**
- 19.05.11. Accessory Buildings and Accessory Structures in Residential Development.**
- 19.05.12. Solar Panels.**
- 19.05.13. Edge Uses.**
- 19.05.14. Temporary Subdivision Sales Trailers.**
- 19.05.15. Temporary Church Office Trailers.**
- 19.05.16. Sales and Service Automobile, Boat, All-Terrain Vehicle (ATV), Motorcycle, Recreation Vehicle.**
- 19.05.17. Special Standards and Considerations Governing Particular Uses.**

19.05.15. Temporary Church Office Trailers.

1. One temporary church office trailer may be allowed on a site with an existing completed church building if the subject church has an active application for development of another building lot owned by the church in process with the City, so long as it complies with the standards in this Section. Failure to comply with any of the standards herein shall be considered justification for the revocation of the permit. An applicant must receive a permit for a temporary church office trailer from the Land Use Authority prior to installation of the temporary church office trailer. The standards below do not replace or limit any building or fire codes. In the event of a conflict, the more restrictive standard shall apply. The following are the specific land use standards for a temporary church office trailer:

- a. Temporary church office trailers are only permitted to be placed in the parking lot of an existing and completed church site that includes a brick and mortar building that has been issued a certificate of occupancy.
- b. Only one temporary church office trailer is allowed per existing church site.
- c. Temporary church office trailers shall not be placed on top of any required landscaping for the existing church site, except that the ADA ramp may cross over a required landscape island.
- d. The temporary church office trailer shall be located internal to the site and not adjacent to any public right of way.

- e. Temporary church office trailers shall be in compliance with the accessibility regulations in Chapter 19.09 and, as determined by the City Building Official, the International Building Code.
- f. The temporary church office trailer shall be located at the edge of the parking lot, and shall be located on the same side of the site as the accessible parking stalls for the primary structure or alternative accessible parking stalls shall be striped to ensure that the project complies with applicable accessibility regulations.
- g. The temporary church office trailer shall not take up more than ten percent of the required parking for the existing building.
- h. The temporary church office trailer shall only use the existing parking stalls within the church site and occupants shall only be allowed to park in the existing parking lot.
- i. The temporary church office trailer shall be located at least 25 feet from any existing dwelling near the church lot/site boundary, as measured from the walls of the dwelling to the temporary church office trailer.
- j. The temporary church office trailer shall be tied into power; generators shall not be used due to noise levels and the proximity to residences.
- k. The temporary church office trailer shall be no larger than 14 feet by 64 feet.
- l. The restrooms inside the existing church building may be used to serve the occupants of the temporary church office trailer and shall be open when the temporary church office trailer is in use.
- m. Only one sign per temporary church office trailer is permitted and shall not exceed six square feet. The sign may be approved with the application for the temporary church office trailer and does not need a separate application.
- n. At the time of temporary church office trailer permit application, a cash bond shall be posted in the amount of \$3,000.00 to guarantee appropriate removal and clean-up of the site. Following removal of the temporary church office trailer and full restoration and clean-up of the church site, the bond shall be released to the applicant.
- o. Permits for temporary church office trailers are valid for twenty-four months from the issuance of the occupancy permit for the trailer, except as follows.
 - i. If construction of the new church site does not begin within six months of issuance of the permit for the temporary church office trailer, the permit shall expire and the temporary church office trailer shall be removed.
 - ii. Temporary church office trailers shall be removed within thirty days of the expiration of the temporary use permit for the site where the offices are being built, or within thirty days of the issuance of the final certificate of occupancy for the new church site that is associated with the application, or after the building permit expires, whichever is shorter.
 - iii. A one-time extension of up to six months may be approved by the Land Use Authority. A request for an extension must be made prior to the end of the initial twenty-four month period.

Chapter 19.13. Development Review Processes.

19.13.04. Specific Development Processes and Submittal Requirements.

1. This Section of the Chapter identifies the development processes for each of the major types of developments within the City of Saratoga Springs. The following table is a non-exhaustive summary of these processes, and specifies who acts as the land use authority for each:

Process and Land Use Authority	Planning Director Approval	Planning Commission Public Hearing	Planning Commission Recommendation	Planning Commission Approval	City Council Public Hearing	City Council Approval
<u>Temporary Church Office Trailer</u>	X					

Chapter 19.12. Subdivisions.

19.12.06. General Subdivision Improvement Requirements.

4. Connectivity Standards. All new subdivisions shall provide connectivity with adjacent developed and undeveloped properties and with adjacent open space, amenities, parks, and natural areas. All new subdivisions are required to:

- a. Extend streets, sidewalks, and trails at least once in each direction to adjacent properties; and
- b. Connect to all existing vehicular and pedestrian access points on adjacent developed properties; and
- c. Install and connect public trails into all adjacent public open space, parks, and trails, which includes but is not limited to connections to trail corridors with public access easements; and
- d. Stub public streets at least every 1,000 feet into all adjacent sides of undeveloped properties; and
- e. Connect or stub into all adjacent master-planned rights-of-way, sidewalks, trails, and public transportation stops, stations, and facilities.
- f. Exceptions: Connectivity Standards may be reduced by the Land Use Authority for Preliminary Plats, Final Plats, or Site Plans, as applicable, if the applicant provides clear and convincing evidence that it is impracticable to achieve due to the following:
 - i. Right-of-way, intersection, or access spacing cannot meet the Standard Technical Specifications and Drawings for City of Saratoga Springs; or
 - ii. The property is adjacent to the Jordan River, Utah Lake, delineated wetlands, slopes exceeding 30%, drainage channels, natural features, open space, or waterways that do not allow for a crossing or an access; or
 - iii. The property is adjacent to fully developed property that does not have any vehicular or pedestrian access points.
 - iv. Exceptions shall be construed narrowly by the Land Use Authority.
 - v. These exceptions shall not apply to trail connections.

5. Arrangement of Streets. The arrangement of streets in new developments shall make provision for the continuation of the existing streets in adjoining areas (or their proper projection where adjoining land is not subdivided) at the same or greater width (but in no case less than the required minimum width per the City's Standard Technical Specifications and Drawings). Exceptions below shall be construed narrowly and only granted if the developer provides clear and convincing evidence to the Land Use Authority that the exception is met.

- a. In order to develop a public street grid throughout the City, public right-of-way connections through and between developments shall be made at a minimum of every 1000 feet and in a manner that will provide safe and convenient access to existing or planned arterial/collector streets, schools, public parks, public trails, private parks or trails with public access easements, employment centers, commercial areas, or similar neighborhood activity centers. The connections may be completed over time in phases as part of a circulation plan. This requirement does not apply to commercial development; however, all streets and trails on the Transportation Master Plan and Parks, Recreation, Trails, and Open Space Master Plan shall be included and shall be public streets.

- b. A public street connection shall be provided to any existing or approved public street right-of-way stub abutting the development, unless it is demonstrated that a connection cannot be made because of the existence of one of the following conditions:
 - i. Physical conditions that preclude development of a public street meeting the City's Standard Technical Specifications and Drawings. Such conditions may include, but are not limited to, topography, natural resource areas, such as wetlands, ponds, streams, channels, rivers or lakes, or slopes exceeding 30%.
 - ii. Buildings or other existing development on adjacent lands, including previously subdivided but vacant lots or parcels, which obstruct a connection now and in the future.
- c. Public rights-of-way shall be extended/stubbed to adjacent undeveloped or partially developed contiguous land (i.e. land that can be further subdivided by provisions of this Title) in locations which will not prevent the adjoining property from developing consistent with applicable standards, unless it is demonstrated that a connection cannot be made because of one of the following conditions:
 - i. Physical conditions that preclude development of a public street meeting the City's Standard Technical Specifications and Drawings. Such conditions may include, but are not limited to, topography, natural resource areas, such as wetlands, ponds, streams, channels, rivers or lakes, or slopes exceeding 30%.
 - ii. Buildings or other existing development on adjacent lands, including previously subdivided but vacant lots or parcels, which obstruct a connection now and in the future.

6. Circulation Plan. A circulation plan shall be provided as part of a preliminary subdivision plat or site plan application.

- a. The circulation plan shall include connections to adjacent parcels and shall address street, sidewalk, and trail connectivity and shall include facilities shown on the City's adopted Master Plans.
- b. The circulation plan shall show the connectivity, block length dimensions, cul-de-sac length dimensions, bike and pedestrian trails, and any proposed traffic calming features.
- c. The circulation plan shall include proposed connections to and across adjacent properties.

Chapter 19.16. Site and Architectural Design Standards

19.16.03. Site Design Standards, General.

1. Pedestrian Connectivity.

- a. All buildings and sites shall be designed to be pedestrian friendly by the use of connecting walkways.
- b. Safe pedestrian connections shall be made between buildings within a development, to any streets adjacent to the property, to any pedestrian facilities that connect with the property, when feasible between developments, and from buildings to the public sidewalk to minimize the need to walk within the parking lot among cars.
- c. Non-residential and residential developments shall provide pedestrian connections that lead to the building entrances of adjacent non-residential and residential sites and shall stub to adjacent undeveloped property to allow for future connections.
- d. All pedestrian connections shall be shown on the related site plan or plat.

7. Interconnection. Interconnection shall occur via pedestrian and vehicular connections. All parking and other vehicular use areas shall be interconnected with, or stubbed to, all adjacent non-residential developed and undeveloped properties, as designated on the land use map or the zoning map, in order to allow maximum off-street vehicular circulation. Walkways and trails shall be connected to adjacent sites and stubbed for future development. All residential site plans shall meet 19.12 Connectivity Standards.

19.16.04. Site Design Standards: Non-Residential Development.

11. Interconnection. All parking and other vehicular use areas shall be interconnected with adjacent non-residential properties in order to allow maximum off-street vehicular circulation.

ORDINANCE NO. 24-16 (5-7-24)

**AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS,
UTAH, (“CITY”) ADOPTING AN AMENDMENT TO TITLE 19 OF
THE SARATOGA SPRINGS CITY CODE AND ESTABLISHING
AN EFFECTIVE DATE**

WHEREAS, pursuant to Utah Code § 10-3-707, the City Council of the City of Saratoga Springs, Utah (“City Council”) previously adopted ordinances codified in Title 19; and

WHEREAS, pursuant to authority granted in Utah Code Annotated § 10-3-701 et seq., the City Council may adopt and amend laws, ordinances, regulations, and codes that comprise the regulatory, penal, and administrative ordinances of the City of Saratoga Springs; and

WHEREAS, the City Council has reviewed the City Code and finds that further amendment to the City Code is necessary to accomplish the purposes in Utah Code Annotated § 10-3-701 et seq.; and

WHEREAS, pursuant to Utah Code Chapter 10-9a, a municipal legislative body such as the City Council may enact or amend land use regulations so long as such advances the purposes in Chapter 10-9a and a duly-noticed public hearing was first held by the planning commission; and

WHEREAS, the Saratoga Springs Planning Commission held a public hearing, after the required public notice, on January 25, 2024 and April 11, 2024 and forwarded a recommendation to the City Council with or without amendments; and

WHEREAS, the City Council has reviewed the Planning Commission’s recommendation and all public comment received at the Planning Commission public hearing(s); and

WHEREAS, the City Council hereby finds that the amendments attached as Exhibit A advance the purposes of Utah Code Chapter 10-9a and further the public health, safety, and welfare of Saratoga Springs residents.

NOW THEREFORE, the City Council ordains as follows:

SECTION I – ENACTMENT

The amendments to Title 19 of the City Code attached as Exhibit A, incorporated herein by this reference, are hereby enacted.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

If any ordinances, resolutions, policies, or zoning 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 7th of May, 2024.

Signed: _____
Jim Miller, Mayor

Attest: _____
City Recorder

CITY COUNCIL VOTE AS RECORDED

Councilmembers:	Yes	No	Abstain	Excused
Audrey Barton	_____	_____	_____	_____
Chris Carn	_____	_____	_____	_____
Michael McOmber	_____	_____	_____	_____
Lance Wadman	_____	_____	_____	_____
Stephen Willden	_____	_____	_____	_____
Mayor Jim Miller (tie only)	_____	_____	_____	_____



Major Site Plan Amendment

South Fire Station Major Site Plan Amendment

May 7, 2024

PUBLIC MEETING

Report Date:	April 30, 2024
Applicant:	Jeremy Lapin
Owner:	City of Saratoga Springs
Location:	2021 S Ring Road
Major Street Access:	2015 S and Ring Road
Parcel Number(s) & Size:	59:002:0023; 8.01 acres
Land Use Designation:	Institutional
Parcel Zoning:	Neighborhood Commercial (NC)
Adjacent Zoning:	Regional Commercial
Current Use of Parcel:	Fire Station
Adjacent Uses:	Commercial, Secular, and Undeveloped land
Previous Meetings:	None
Previous Approvals:	Site Plan Minor Amendment – 06/08/2024
Type of Action:	Administrative
Land Use Authority:	City Council
Planner:	Gina Grandpre, Senior Planner

A. Executive Summary:

The proposed South Fire Station Site Plan Major Amendment is a 3,588 sq. ft. addition to the south of the building to allow for additional apparatus storage bays. The site encompasses 8.01 acres. The front and sides of the building include four sided architecture, however, the rear/west elevation does not since it is obscured by more than 30% of the natural grade/topography of the site and is more than 233 feet from the property line of a parcel that is zoned for Neighborhood Commercial development. Staff is proposing a code amendment to allow for an exception to Section 19.16.05(1) for public buildings. The proposed code amendments may be adopted by the City Council via the pending ordinance process at the May 7 meeting.

Recommendation:

On April 25, 2024, the Planning Commission recommended approval of the South Fire Station Site Plan Major Amendment, subject to approval of a code amendment to address building

articulation for public buildings, with the findings and conditions in the staff report, and the attached exhibits.

Staff recommends that the City Council conduct a public meeting on the South Fire Station, review and discuss the proposal, and choose from the options in Section H of this report.

Options include approval with or without conditions, denial, or continuation.

- B. Background:** The South Fire Station Site Plan Major Amendment application was received on February 22, 2024. Staff has reviewed the amended site plan and found the front and side elevations meet the architectural requirements. Staff is suggesting a code amendment to allow exceptions to building articulation for public buildings.
- C. Specific Request:** The application is a City initiated proposal and is a request for approval of the South Fire Station Site Plan Major Amendment, which includes a footprint addition with associated elevations, located at 2021 S Ring Road.
- D. Process:** Section 19.13 summarizes the process of site plan major amendment approval. The City Council is the Land Use Authority of major site plan amendments, followed by a recommendation from the Planning Commission. This item is scheduled to be discussed in a public meeting and a public hearing is not required.
- E. Community Review:** This has been noticed as a public meeting per City and State statutes, which requires 24-hour notice on the public notice website. As of the date of this report no public input has been received.
- F. General Plan:** General Plan: The site is designated as Institutional on the General Plan Land Use Map. The General Plan describes the general characteristics of the Institutional land use designation as follows:

Institutional/Civic (IC): Areas designated for civic or institutional space, including municipal buildings and schools.

Staff finding: consistent. The site plan amendment is being proposed to allow for an expansion to the existing south fire station.

G. Code Criteria:

For full analysis please see the attached Planning Review Checklist.

- 19.04, Land Use Zones: **Complies**.
- 19.06, Landscaping and Fencing: **Complies**.
- 19.09, Off Street Parking: **Complies**
- 19.11, Lighting: **Complies**
- 19.13, Process: **Complies**.
- 19.14, Site Plans: **Complies**.

- 19.16, Site and Architectural Design Standards: **Section 19.16.05.01 can comply, subject to approval of a code amendment.**
- 19.18, Sign Regulations: **N/A**

H. Recommendation and Alternatives:

Staff recommends that the City Council review, discuss the application, and choose from the following options.

Option 1 – Approval

“I move that the City Council approve the South Fire Station Site Plan Major Amendment located at 2021 S Ring 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 criteria in the Land Development Code, as articulated in Section G of the staff report, which section is incorporated by reference herein.

Conditions:

1. All requirements of the Fire Chief shall be met.
2. The South Fire Station Site Plan Major Amendment is recommended as shown in the attachments to this report. Any remaining redlines shall be corrected before the plans are stamped for construction.
3. A code amendment is proposed related to building articulation for public buildings.
4. All other Code requirements shall be met.
5. Any other conditions or changes as articulated by the City Council:

Option 2 – Continuance

“I move to **continue** the South Fire Station Site Plan Major Amendment located at 2021 S Ring Road 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. _____

Option 3 – Denial

“I move that the City Council deny the South Fire Station Site Plan Major Amendment located at 2021 S Ring Road with the Findings below:

1. The application is not consistent with the General Plan:
 - a. _____, and/or,
2. The application is not consistent with Section {XX.XX} of the Code:

a. _____,

J. Exhibits:

1. Location & Zone Map
2. Planning Review Checklist
3. Site Plan Amendment
4. Elevations
5. Planning Commission Draft Minutes, April 25, 2024

Exhibit 1: Location and Zoning



Exhibit 2: Planning Review Checklist

SARATOGA
SPRINGS
PLANNING

APPLICATION REVIEW CHECKLIST

Application Information

Date Received:	4/10/2024
Date of Review:	4/17/2024
Project Name:	South Fire Station
Project Request / Type:	Site Plan Major Amendment
Meeting Type:	N/A
Applicant:	Jeremy Lapin
Owner:	City of Saratoga Springs
Location:	2021 S Ring Road
Major Street Access:	Ring Road and 2015 South
Parcel Number(s) and size:	59:002:0023; 8.01 acres
Land Use Designation:	Designation
Parcel Zoning:	Neighborhood Commercial
Adjacent Zoning:	Regional Commercial
Current Use:	Civic/Institutional
Adjacent Uses:	Commercial
Previous Meetings:	N/A
Previous Approvals:	N/A
Type of Action:	Administrative
Land Use Authority:	City Council
Planner:	Gina Grandpre, Senior Planner

Section 19.13 – Application Submittal

- Application Complete: Yes
- Rezone Required: No
- General Plan Amendment required: No
- Additional Related Application(s) required: None

19.11 Lighting

General Standards

Regulation	Compliance	Findings
Material: All Lighting Fixtures and assemblies shall be metal.	Complies.	<i>See Planning for proposed plans</i>
Base: All lighting poles shall have a 16" decorative base.	N/A.	<i>None shown on plans</i>
Type: All lighting fixtures shall be of the full cutoff variety. Shoebox fixtures are prohibited.	Complies.	<i>See Planning for proposed plans</i>
Angle: Shall be directed downward.	Complies.	<i>See Planning for proposed plans</i>
Lamp: Bulbs may not exceed 4000k.	Complies.	<i>See Planning for proposed plans</i>
Drawings: Design and location of fixtures shall be specified on the plans.	Complies.	<i>See Planning for proposed plans</i>

Gina Grandpre, Senior Planner

ggrandpre@saratogasprings-ut.gov

1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
801-766-9793 x185 • 801-766-9794 fax

Flags: The United States flag and the state flag shall be permitted to be illuminated from dusk till dawn. All other flags shall not be illuminated past 11:00 p.m. Flag lighting sources shall not exceed 10,000 lumens per flagpole. The light source shall have a beam spread no greater than necessary to illuminate the flag.	N/A.	<i>None shown on plans</i>
Prohibited Lighting: Searchlights, strobe lights and any laser source light or any similar high intensity light.	N/A.	<i>None shown on plans</i>
Descriptions: Descriptions of the illuminating devices, fixtures, lamp supports, and other devices. This description may include, but is not limited to, manufacturers' specifications, drawings, and sections.	Complies.	<i>See Planning for proposed plans</i>
Nonresidential Lighting		
All wall-mounted fixtures shall not be mounted above 16'. The exception shall be those instances where there is a second story access directly from the outdoors, and under-eave lighting. Wall-mounted lighting shall be only for the illumination of vertical surfaces such as building facades and signs, and shall not cast illumination beyond the surface being illuminated.	Complies.	<i>See Planning for proposed plans</i>
Intermittent lighting must be of the "motion sensor" type that stays on for a period of time not to exceed 10 minutes and has a sensitivity setting that allows the lighting fixture to be activated only when motion is detected on the site.	Complies.	<i>See Planning for proposed plans</i>
All trespass lighting shall not exceed 1.0 foot-candles measured at the property line, except that trespass lighting into residential development shall not exceed 0.1 foot-candles measured at the property line.	N/A.	
Service station canopies must utilize canopy lights that are fully recessed into the canopy or are fully shielded by the canopy.	N/A.	<i>None shown on plans</i>
All freestanding lighting fixtures and assemblies shall be black. Regional Parks may include theme lighting fixtures in colors other than black. The color shall enhance the theme of the park and shall be approved during the site plan review process.	N/A.	<i>None shown on plans</i>
Pole design shall include an arm and bell shade. Regional Parks may include theme lighting fixtures that do not include an arm and bell shade. The design shall enhance the theme of the park and shall be approved during the site plan review process.	N/A.	<i>None shown on plans</i>
Parking lot poles shall be limited to a height of 16' when in or within 200' of a residential zone; all other locations shall have a height limit of 20'.	N/A.	<i>None shown on plans</i>
All lighting fixtures in surface parking lots and on the top decks of parking structures shall be fitted to render them full cutoff.	N/A.	<i>None shown on plans</i>
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.	N/A.	<i>None shown on plans</i>
Business open for 24 hours must turn off 50% of their outdoor and parking lot lighting by 11:00 pm and must keep them off until one half hour before sunrise, however, those lighting fixtures turned off may be set to function utilizing a motion detector system.	N/A.	<i>None shown on plans</i>

19.16 Site and Architectural Design Standards

General Architectural Design Standards

General standards do not apply one-family and two-family dwellings unless governed under a DA.

<p>Building Articulation: Building elevations exceeding 40' in length shall incorporate a minimum of one horizontal elevation shift or combination of vertical and horizontal elevation shifts, stepping portions of the elevation to create shadow lines and changes in volumetric spaces of at least five feet, and a minimum of two of the following, all spaced at intervals of 20' to 50' of horizontal width:</p> <ol style="list-style-type: none"> i. A combination of vertical and horizontal elevation shifts that together equal at least 5'. ii. Addition of horizontal and vertical divisions by use of textures or materials. iii. Primary material change. iv. Addition of projections such as balconies, cornices, covered entrances, porte-cocheres, trellis', pergolas, arcades, and colonnades. Such trellis' and awnings extend outward from the underlying wall surface at least 36". v. Variation in the rooflines by use of dormer windows, overhangs, arches, stepped roofs, gables or other similar devices. 		
<p>Roof Treatment: Sloped roofs shall provide articulation and variations in order to break up the massiveness of the roof. Sloped roofs shall include eaves which are proportional to the roofs slope and scale of the building.</p> <p>Flat roofs shall be screened with parapets on all sides of the building. If no roof top equipment exists or is proposed, the parapet shall be a minimum of 12" in height above the roof.</p> <p>All roofs on three-family and multi-family dwellings shall have a minimum pitch of 3/12 (25% slope). To provide architectural enhancement, residential structures are encouraged to have multiple pitch variations.</p> <p>Roof mounted equipment shall not be visible from adjacent public and private streets as well as from adjacent properties, unless grade differences make visibility unavoidable.</p> <p>Screening shall be solid and shall be consistent with the material and color of exterior finishes of the building through the use of at least two out of three of the exterior finishes of the building.</p> <p>Windows: Windows, other than rectangular windows, may be used as accents and trim. Untreated aluminum or metal window frames are prohibited.</p> <p>Awnings, Canopies, Trellises, Pergolas, and Similar Features: All such features must be attached to a vertical wall.</p> <p>All such features shall project at least 4' from the building when located over a pedestrian traffic area and no less than 2' otherwise.</p> <p>All such features shall maintain a minimum clearance above sidewalk grade of 8' to the bottom of the framework when located over a pedestrian traffic area.</p> <p>Backlighting is not permitted.</p> <p>Mechanical Equipment: All mechanical equipment shall be located or screened and other measures shall be taken so as to shield visibility of such equipment from any public or private streets.</p> <p>Wing walls, screens, or other enclosures shall be shall be integrated into the building and landscaping of the site, whether located on the ground or roof.</p> <p>Rooftops of buildings shall be free of any mechanical equipment unless completely screened from all horizontal points of view.</p> <p>Screening materials shall conform to the color scheme and materials of the primary building.</p>	<p>Does Not Comply.</p>	<p>Condition: A code amendment approval is required.</p> <p><i>A code amendment has been written and is awaiting a public hearing for May 16, 2024. Pending ordinance is proposed on the May 7th City Council agenda to address this requirement and allow an exception for public buildings</i></p>
<p>Roof Treatment: Sloped roofs shall provide articulation and variations in order to break up the massiveness of the roof. Sloped roofs shall include eaves which are proportional to the roofs slope and scale of the building.</p>	<p>Complies.</p>	<p><i>See Planning for proposed plans</i></p>
<p>Flat roofs shall be screened with parapets on all sides of the building. If no roof top equipment exists or is proposed, the parapet shall be a minimum of 12" in height above the roof.</p>	<p>Complies.</p>	<p><i>See Planning for proposed plans</i></p>
<p>All roofs on three-family and multi-family dwellings shall have a minimum pitch of 3/12 (25% slope). To provide architectural enhancement, residential structures are encouraged to have multiple pitch variations.</p>	<p>N/A.</p>	<p><i>This is not a family dwelling unit</i></p>
<p>Roof mounted equipment shall not be visible from adjacent public and private streets as well as from adjacent properties, unless grade differences make visibility unavoidable.</p>	<p>Complies.</p>	<p><i>See Planning for proposed plans</i></p>
<p>Screening shall be solid and shall be consistent with the material and color of exterior finishes of the building through the use of at least two out of three of the exterior finishes of the building.</p>	<p>Complies.</p>	<p><i>See Planning for proposed plans</i></p>
<p>Windows: Windows, other than rectangular windows, may be used as accents and trim. Untreated aluminum or metal window frames are prohibited.</p>	<p>Complies.</p>	<p><i>See Planning for proposed plans</i></p>
<p>Awnings, Canopies, Trellises, Pergolas, and Similar Features: All such features must be attached to a vertical wall.</p>	<p>N/A.</p>	<p><i>None shown on plans</i></p>
<p>All such features shall project at least 4' from the building when located over a pedestrian traffic area and no less than 2' otherwise.</p>	<p>N/A.</p>	<p><i>None shown on plans</i></p>
<p>All such features shall maintain a minimum clearance above sidewalk grade of 8' to the bottom of the framework when located over a pedestrian traffic area.</p>	<p>N/A.</p>	<p><i>None shown on plans</i></p>
<p>Backlighting is not permitted.</p>	<p>N/A.</p>	<p><i>None shown on plans</i></p>
<p>Mechanical Equipment: All mechanical equipment shall be located or screened and other measures shall be taken so as to shield visibility of such equipment from any public or private streets.</p>	<p>N/A.</p>	<p><i>None shown on plans</i></p>
<p>Wing walls, screens, or other enclosures shall be shall be integrated into the building and landscaping of the site, whether located on the ground or roof.</p>	<p>N/A.</p>	<p><i>None shown on plans</i></p>
<p>Rooftops of buildings shall be free of any mechanical equipment unless completely screened from all horizontal points of view.</p>	<p>N/A.</p>	<p><i>None shown on plans</i></p>
<p>Screening materials shall conform to the color scheme and materials of the primary building.</p>	<p>N/A.</p>	<p><i>None shown on plans</i></p>

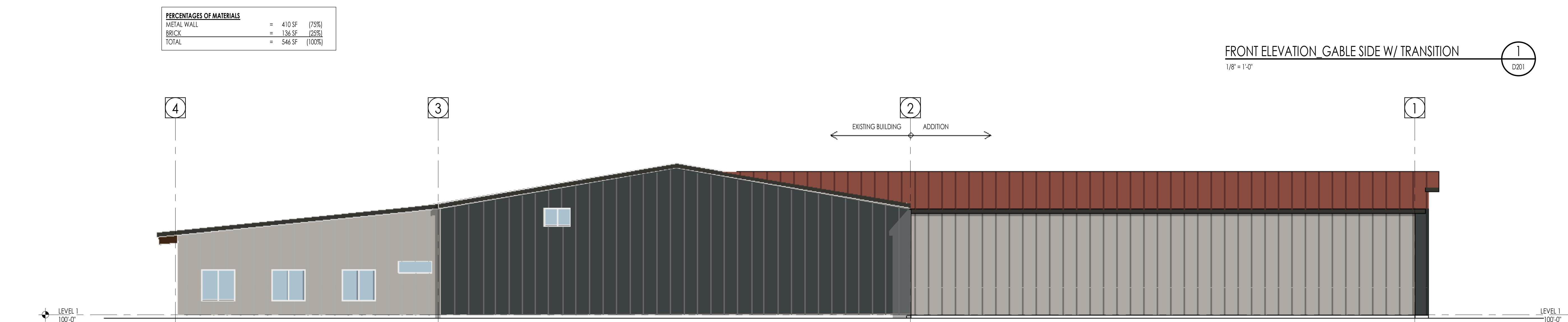
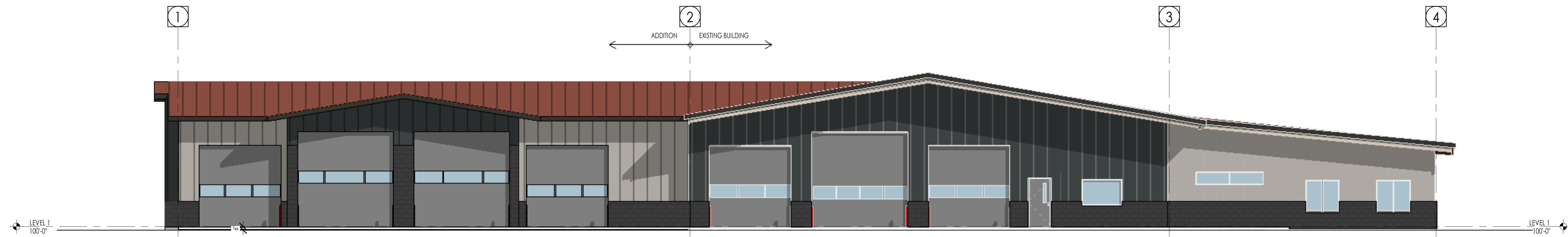
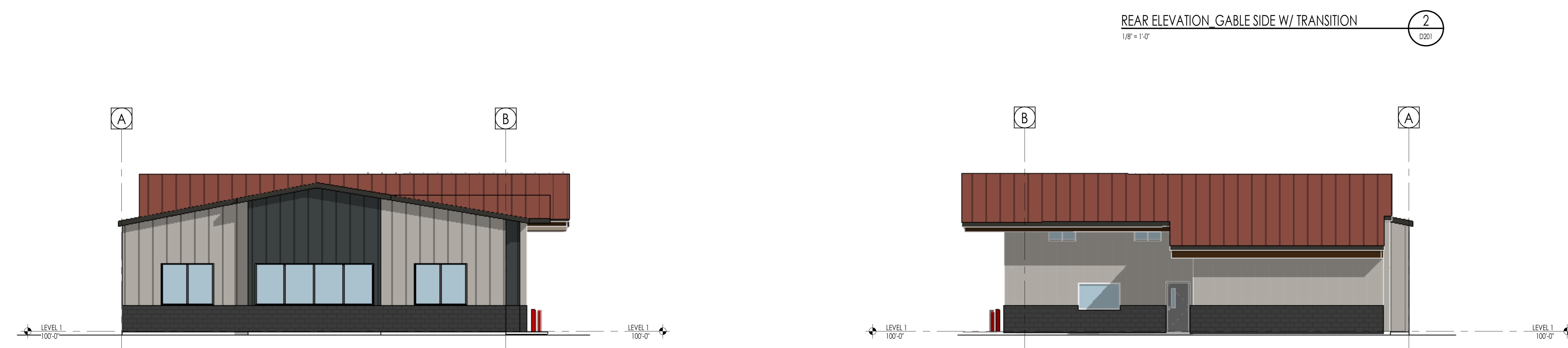
Non-Residential Architectural Design Standards

Four Sided Architecture: All sides of a building that are open to public view (including views from adjacent residential dwellings or probable location of residential dwellings) shall receive equal architectural design consideration as the building front.	Complies.	<i>See Planning for proposed plans</i>
Color and Materials: Exterior Building Materials shall be considered any materials that make up the exterior envelope of the building and shall be limited to no more than four and no less than two types of materials per building, window and door openings excluded.	Complies.	<i>See Planning for proposed plans</i>
Color of exterior building materials (excluding accent colors) shall be limited to no more than four and no less than two major colors per development.	Complies.	<i>See Planning for proposed plans</i>
Bright colors, such as neon or fluorescent colors, bright orange or yellow, and primary colors, are only permitted as accent colors.	Complies.	
No more than 75% of any building elevation shall consist of any one material or color. <ul style="list-style-type: none"> i. No more than 50% of any building elevation shall consist of CMU, except in the Office Warehouse and Industrial zones, or ii. Office, Warehouse, Flex buildings in approved zones that utilize concrete tilt up construction are exempt from the maximum 75% of one material per elevation requirement but must follow all other architectural standards. 	Complies.	<i>See Planning for proposed plans</i>
Prohibited Materials: Tiles. Full veneer brick and tiles exceeding $\frac{1}{2}$ " in thickness is permitted, however veneer tile is prohibited. Stucco stone patterns and stucco brick patterns. Wood as a primary exterior finish material. Plain, grey, unfinished CMU block except as an accent material.	Complies.	<i>See Planning for proposed plans</i>
Stairways: All stairways to upper levels shall be located within the building unless otherwise approved by the Land Use Authority for secondary access to outdoor patio decks or other usable outdoor area.	Complies.	<i>See Planning for proposed plans</i>
Roof Drains: All roof drains, conduit and piping, maintenance stairs and ladders, and other related services shall be located on the interior of the building.	Complies.	<i>See Planning for proposed plans</i>
Electrical Panels: To the extent possible, all electric panels and communication equipment should be located in an interior equipment room.	Complies.	<i>See Planning for proposed plans</i>
Street Orientation: All Retail or Commercial buildings shall have expansive windows, balconies, terraces, or other design features oriented to the street or adjacent public spaces.	Complies.	<i>See Planning for proposed plans</i>
At least 35 percent of the first floor elevation(s) of a building that is viewed from a public street shall include windows, and/or glass doors to minimize the expanse of blank walls and encourage a pedestrian friendly atmosphere. For purposes of determining the glass area, the first floor shall be the first 10 feet from the finished floor. <p style="margin-left: 20px;">This standard does not apply to a single-story retail building of 50,000 square feet or greater provided a single primary tenant occupies the entire building square footage and additional architectural elements are used in City of Saratoga Springs Municipal Code Land Development Code - Title 19.16 Page 9 place of windows and/or glass doors to include awnings or canopies, and must include roof line changes and horizontal articulation.</p>	Complies.	<i>See Planning for proposed plans.</i> <i><u>The south side elevation meets this requirement. This requirement is not applicable to the front of the building since it is primarily garage doors which are not conducive to large windows.</u></i>
Metal Buildings: Metal buildings are only permitted in the Agricultural, Residential Agricultural, Rural Residential, Office Warehouse and Industrial Zones.	Complies.	<i>See Planning for proposed plans</i>
All metal buildings shall be designed to have an exterior appearance of conventionally built structures. Stock, "off the shelf" metal buildings are prohibited.	Complies.	<i>See Planning for proposed plans</i>
Metal buildings in the Agricultural, Residential Agricultural, and Rural Residential zones shall only be used for agriculture as defined in Section 19.02.02 of the City Code.	N/A.	

Exhibit 3: Site Plan

FILE NAME: PROJECT3_360 - SARATOGA SPRINGS CITY\33.100 GRANDVIEW SEWER\CAD\FIRE STATION - SITE PLAN.DWG
FILE DATE: 4.18.2024 14:21:03 (ABD)



FRONT ELEVATION_GABLE SIDE W/ TRANSITION
1/8" = 1'-0"1
D201REAR ELEVATION_GABLE SIDE W/ TRANSITION
1/8" = 1'-0"2
D201LEFT ELEVATION_GABLE SIDE W/ TRANSITION
1/8" = 1'-0"3
D201

SWATCH:



DESCRIPTION: WALL PANELS PROFILE

COLOR: "REVERSE ROLL R-PANEL"



WALL COLOR 1

SILICONIZED
POLYESTER

"ASH GRAY"



WALL COLOR 1

SILICONIZED
POLYESTER

"CHARCOAL GRAY"



ROOF COLOR

POLYVINYLDINE
FLUORIDE(PVDF)

"TERRA COTTA"

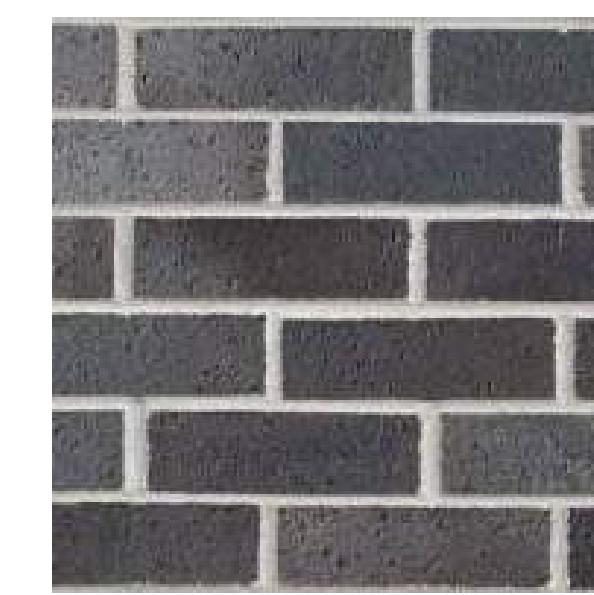
SWATCH:



DESCRIPTION: THIN BRICK VENEER-
OPTION-1

MANUFACTURER: INTERSTATE

COLOR: "MIDNIGHT BLACK"



DESCRIPTION: THIN BRICK VENEER
OPTION-2

MANUFACTURER: INTERSTATE

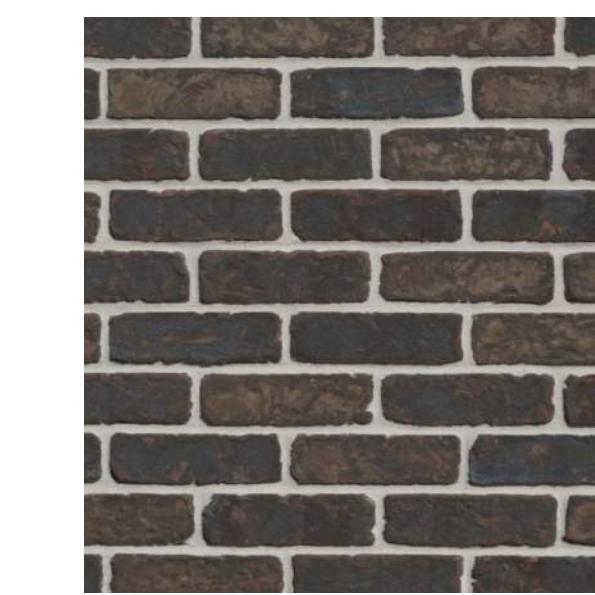
COLOR: "OBSIDIAN"



DESCRIPTION: THIN BRICK VENEER
OPTION-3

MANUFACTURER: INTERSTATE

COLOR: "BLACK ICE"



DESCRIPTION: THIN BRICK VENEER
OPTION-4

MANUFACTURER: MCNEAR

COLOR: "CUMBERLAND"

SWATCH:



DESCRIPTION: PAINT COLOR
OVERHEAD DOOR)
MANUFACTURER: RAYNOR/SHERWIN WILLIAMS

COLOR: (SW 7674)"PEPPERCORN"

SARATOGA SPRINGS - SOUTH FIRE STATION EXPANSION

SARATOGA SPRINGS

Exhibit 5: Planning Commission Minutes, April 25, 2024



MINUTES – Planning Commission

Thursday, April 25, 2024

City of Saratoga Springs City Offices

1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

PLANNING COMMISSION MEETING MINUTES

CALL TO ORDER - 6:00 p.m. by Vice Chair Ken Kilgore.

5 1. **Pledge of Allegiance** - led by Commissioner Scott A. Hill

2. **Roll Call** – A quorum was present.

Present:

Commission Members: Scott A. Hill, Ken Kilgore, Jack K. Mangum, Doug Willden.

10 Staff: Sarah Carroll, Planning Director; Ken Young, Community Development Director; Rulon Hopkins, Assistant City Attorney; Kendal Black, Planner I; David Jellen Planner II; Gina Grandpre, Senior Planner; Wendy Wells, Deputy Recorder.

Others: Stefanie Lance.

Excused: Chairman Reed Ryan, Commissioner Virginia Rae Mann, Commissioner Rachel Sprosty Burns.

15 3. **Public Input** - No public comment was given.

BUSINESS ITEMS

20 1. **Magic Woods Montessori Class III Home Occupation**, located at 543 W. Marie Way. Stefanie Lance as applicant.

Planner I Kendal Black presented the item. The applicant is requesting approval for a Class III Home Occupation to operate a preschool in the basement of the Lance Residence at 543 Marie Way. The operating hours will be Monday to Friday from 8:00 a.m.-4:00 p.m. There will be two classes a day with a maximum number of up to ten students per class.

25 Applicant Stefanie Lance of Saratoga Springs was present to answer any questions.

30 Commissioner Willden asked if neighbors were aware of the preschool plans, and if there were any concerns.

Planner I Kendal Black related that there were no concerns from neighbors.

35 Commissioner Hill echoed Commissioner Willden's concern, and wanted to be sure neighbors were aware of the plans. He liked the plan as laid out in the Staff Report, and felt it complied with all the Codes. He was very pleased with the parking and drop-off plan.

40 Commissioner Kilgore clarified the decision for the preschool was an administrative action, and that the Planning Commission was the approving authority for this item. He asked if the Applicant would comply with the Findings and Conditions in the Staff Report.

45 Ms. Lance agreed to comply with the Findings and Conditions in the Staff Report.

Commissioner Kilgore referred to the floorplan layout and wanted to know if there was a bathroom included in the 637.6 square feet, and if that would be available for use by both employees and students.

45 Planner I Kendall Black said the bathroom had not been included in the 637.6 square footage.

50 Ms. Lance explained that the entrance area had been included in the 637.6 square foot plan and is not space the preschool would be using. The bathroom could be added in exchange for subtracting the entrance area that won't be used, and with this change, it would be in compliance with the square footage requirements.

55 Commissioner Kilgore inquired if the Planning Commission could add a condition into the motion to have the Applicant provide information to City Staff showing the bathroom had been added to the floorplan and would then be compliant to the square footage requirement.

Planner I Kendall Black advised that the floorplan drawings could be updated.

60 Ms. Lance received clarification from the Planning Commission that the plan could be approved with a condition that the bathroom be included in the square footage to ensure the plan was in compliance.

65 **Motion made by Commissioner Hill that the Planning Commission approve the requested Class III Home Occupation Permit for Magic Woods Montessori, located at 543 West Marie Way, with the Findings and Conditions in the Staff Report with the added condition that the bathroom be added and included in the square footage requirement. Seconded by Commissioner Mangum.**

Yes: Scott A. Hill, Ken Kilgore, Jack K. Mangum, Doug Willden.

No: None.

Absent: Chairman Reed Ryan, Commissioner Virginia Rae Mann, Commissioner Rachel Sprosty Burns.

Motion passed 4 - 0.

70 2. **City Drinking Water Well #7 Site Plan, located at NW of intersection of Pioneer Crossing and Saratoga Road (2300 West, Lehi). City Initiated.**

75 Planner II David Jellen presented the item. The request is for Site Plan approval for a drinking water well located NW of the intersection of Pioneer Crossing and Saratoga Road (2300 West, Lehi). The water well will be City-owned and maintained, and is located on approximately 0.92 acres within the Agricultural Zone and consists primarily of a pump house and retention ponds.

80 Commissioner Hill had a few specific questions about the well. He asked if there would be a pumping station, how deep the well would be, what percentage of City usage water would come from this well, and if the well would affect the surrounding land. He noted that the Site Plan complied with Code.

85 Planner II David Jellen advised that Commissioner Hill's questions would best be addressed by City Engineers, who were not available at the Planning Commission Meeting.

90 Commissioner Kilgore was appreciative of a very clean application, and asked what the anticipated noise level of the pump might be.

95 Senior Planner Gina Grandpre explained that the generators do cycle, but are not very loud and one generator is screened.

Motion made by Commissioner Mangum that the Planning Commission forward a recommendation for approval of the requested Site Plan for Saratoga Springs Drinking Water Well #7, located at the NW intersection of Pioneer Crossing and Saratoga Road (2300 West), with the Findings and Conditions in the Staff Report. Seconded by Commissioner Willden.

Yes: Scott A. Hill, Ken Kilgore, Jack K. Mangum, Doug Willden.

No: None.

Absent: Chairman Reed Ryan, Commissioner Virginia Rae Mann, Commissioner Sprosty Burns.

Motion passed 4 - 0.

100 3. **South Fire Station Major Site Plan Amendment, located at 2021 S. Ring Road, City Initiated.**

Senior Planner Gina Grandpre presented the item. The proposed Site Plan Amendment is a 3,588 sq. ft. addition to the south of the building to allow for additional apparatus storage bays. The site encompasses 8.01 acres. A Code Amendment will be required to allow for an exception listed in Condition #4.

105 Senior Planner Gina Grandpre explained that some trees on the South end of the building will be relocated with water wise landscaping. She also related that City Staff had decided there would need to be a Code Amendment for Public Buildings.

110 Commissioner Willden asked if there would be any problem with Planning Commission approving the Site Plan conditionally.

Senior Planner Gina Grandpre said there would not be a problem because it will go before City Council on May 7th. A Resolution will be presented to City Council and go into effect and be good for 180 days.

115 Commissioner Hill thanked Staff for the thorough plan. He felt that this was a cost-effective way to provide good protection to residents in the South part of the City. He mentioned that the street-view of the new plan from the addition to the existing building blends together really well.

120 Commissioner Kilgore received clarification about “Adjacent Uses” mentioned on page 1 of the Staff Report, and that “Secular Usage” would be for non-religious land use.

Commissioner Kilgore asked about the wording in Condition #4 and wanted more understanding of the amendment to 19.16.05.01.

125 Planning Director Carroll said it is recommended that the Planning Commission change Condition #4 to say that the Code Amendment is forthcoming. She explained that a Pending Ordinance will be taken to City Council. That process allows Staff to put an ordinance in place temporarily while the formal ordinance is being worked on.

130 Commissioner Mangum wondered what the “30% obscured” language in Condition #4 referred to and wanted more information.

135 Senior Planner Gina Grandpre responded that there will be a Code Amendment presented to the Planning Commission at a future time to address Condition #4. At this time Condition #4 should be listed in the motion as “To be Determined” or similar language.

Planning Director Sarah Carroll reiterated that the language listed in Condition #4 should be struck, and City Staff will present something better or simpler.

140 Commissioner Kilgore appreciates that the City will be moving trees instead of just getting rid of them, and thanked Staff for a clean application.

Motion made by Commissioner Scott A. Hill that the Planning Commission forward a recommendation for approval to the City Council for the South Fire Station Site Plan Major Amendment located at 2021 S Ring Road, with the Findings and Conditions in the Staff Report, with the condition to strike Condition #4 and there will be a Pending Ordinance to amend Section 19.16.05.01. Seconded by Commissioner Jack Mangum.

Yes: Scott A. Hill, Ken Kilgore, Jack K. Mangum, Doug Willden.

No: None.

150 Absent: Chairman Reed Ryan, Commissioner Virginia Rae Mann, Commissioner Rachel Sprosty Burns.

Motion passed 4 - 0.

155 4. Approval of Minutes: April 11, 2024.

Motion made by Commissioner Willden to approve the minutes of April 11, 2024. Seconded by Commissioner Mangum.

Yes: Scott A. Hill, Ken Kilgore, Jack K. Mangum, Doug Willden.

No: None.

160 Absent: Chairman Reed Ryan, Commissioner Virginia Rae Mann, Commissioner Sprosty Burns.

Motion passed 4 - 0.

REPORTS

165 1. **Commission Comments.** No comments were given.

2. **Director's Report.** – Planning Director Sarah Carroll reminded Planning Commissioners that the May calendar had changed, and the next meeting will be May 16th. OPMA training will be on May 30th.

170 **CLOSED SESSION**
Possible motion to enter into closed session – No closed session was held.

ADJOURNMENT

Meeting Adjourned Without Objection at 6:42 p.m. by Vice Chair Ken Kilgore.

175

Date of Approval

Planning Commission Chair

180

Deputy City Recorder