



# 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

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## CITY OF SARATOGA SPRINGS Tuesday, September 17, 2024 @ 6:00 pm

City of Saratoga Springs Council Chambers  
1307 North Commerce Drive, Suite 200, Saratoga Springs, UT 84045

### POLICY MEETING

#### CALL TO ORDER

1. Roll Call.
2. Invocation / Reverence.
3. Pledge of Allegiance.
4. Presentation: Youth Council Oath of Office; Invitation for Youth Officers to Join Council on the Dais.
5. 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 the agenda.*

#### REPORTS

1. Mayor.
2. City Council.
3. Administration.

#### 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. Resolution for City Hall Sublease Agreement with Utah County.
2. Approval of Minutes: September 3, 2024.

#### PUBLIC HEARINGS

*The Council will accept public comment on the following:*

1. Proposition #13 Recreation, Arts, and Parks Sales and Use Tax (RAP Tax). Public Hearing to receive input from the Public with respect to the levying of a .1% Sales and Use Tax, and the potential economic impact that the facilities to be financed in whole or in part with proceeds of said tax will have on the private sector.

#### WORK SESSION

1. UDOT Mountain View Corridor southern extension environmental document update. Presented by Avenue Consultants.
2. Saratoga Alluvial Fan study.

#### 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

Supporting materials are available for inspection on the City Website, [www.saratogasprings-ut.gov](http://www.saratogasprings-ut.gov). Questions and comments to Staff and/or Council may be submitted to [comments@saratogasprings-ut.gov](mailto: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.

## SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (hereinafter called “Sublease”), dated as of \_\_\_\_\_, 2024 is made by and between the City of Saratoga Springs, with a mailing address of 319 S. Saratoga Road, Saratoga Springs, UT 84045 (hereinafter called “City”) and Utah County, with a mailing address of 100 E. Center Street, Provo, UT 84606 (hereinafter called “County”).

FOR AND IN CONSIDERATION OF the mutual covenants, conditions, and agreements hereinafter set out, the parties agree as follows:

### 1. SUBLEASE OF PREMISES, TERM

1.1. Sublease of Premises. The Saratoga Springs Local Building Authority is currently constructing a governmental office building (“City Hall”) located at 319 S. Saratoga Road, Saratoga Springs, UT 84045 (“Project” or “Premises”). Per applicable law, the City may sublease the portions of the premises to other governmental entities for governmental purposes only. Accordingly, the City hereby subleases certain office space described in Exhibit “A” to the County, known or to be known as Suite 200, located on the second floor of the City’s building at the above address, containing approximately 9,210 rentable square feet, including any alterations, additions, improvements, or repairs made thereto (the “Subleased Premises”). This Sublease is subject to the terms, covenants, and conditions set forth herein, and the County hereby agrees, as a material part of the consideration for the City’s execution of this Sublease, to keep and fully and timely perform each and every term, covenant, and obligation hereof.

1.2. Term of Sublease. The term of this Sublease shall be for ten years with the option of both parties agreeing in writing to extend the sublease in 2-year increments commencing on building occupancy by County (approx. January 1, 2026) and ending Dec 31, 2035, unless terminated in accordance with this Sublease, or as extended mutually in writing by the parties (the “Sublease Term”). The County may begin to move office equipment into the Building as soon as City obtains occupancy for itself (estimated to be November 2025) without charge, but the County may not occupy the Building until January 1, 2026.

1.3. Holding Over. Subject to approval in the writing by City and in the event the parties choose not to extend the sublease pursuant to Section 1.2, the County may remain in possession of the Subleased Premises, or any part thereof, after the expiration of the Sublease Term on a month to month basis at a rental amount of 150% of the amount of the last monthly rental amount, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month to month tenancy. County shall also pay, hold harmless, indemnify, and defend City from and against all claims and damages, special and consequential as well as direct, sustained by reason of County’s holding over. In addition, at any time while County holds over, City may elect instead, by written notice to County and not otherwise, to have such retention of possession constitute a renewal of this Sublease for one (1) year for the fair market rental value of the Subleased Premises as reasonably determined by City but in no event less than the rent payable immediately prior to such holding over plus the annual increase of 2%. The provisions of this section do not waive City’s right of re-entry or right to regain possession by actions at law or in equity or any other rights hereunder, and any receipt of payment by City shall not be deemed a consent by City to County’s remaining in possession or as creating or renewing any sublease or right of tenancy between City and County.

1.4. If the County builds a building to accommodate County functions in the northern part of Utah County and completes the building for occupancy within the term of this lease, then the County may terminate this Sublease after the first four years without any obligations under this Sublease other than those surviving terms outlined in Section 10, but must give the City at least six months' notice of this termination.

County has requested vinyl flooring to be installed that is different than the standard flooring of polished concrete and carpet in the City's portion of the Premises. The vinyl flooring adds additional expense for the City as it will need to be replaced in the event County terminates this sublease. In the event the County terminates the sublease in 4 or less years from the beginning of this sublease, the County will be responsible for the entire replacement costs of the flooring to match the City's flooring in the remainder of the building. In the event the County terminates the sublease in less than 10 years but more than 4 years from the beginning of this sublease, the County shall be responsible for the replacement costs of the flooring to match the City's flooring in the remainder of the building. Such replacement expenses shall be reduced proportionately for each year the County occupies the Subleased Premises. If County occupies the Subleased Premises at least 10 years, the County shall have no obligations to reimburse City.

## 2. RENT, SECURITY, OPTIONS

2.1. Annual Base Rent. County agrees to pay to City, without prior notice or demand, as the yearly base rent for the Subleased Premises the sum of \$303,296.11 payable on or before the first day of each year starting on January 1, 2026, with the first such annual rental payment due on or before January 1, 2026. Rent for any period which is for less than one (1) year shall be a prorated portion of the yearly installment. The annual base rent shall be increased 2% annually based on the prior year's rent.

2.2. Additional Rent. County shall pay, as additional rent ("Additional Rent"), "County's Proportionate Share" of "Basic Costs Increases" as those terms are defined in subsection (a) below. Payments of Additional Rent shall be made as provided in subsections (b) and (c) below.

(a) Definitions. For purposes of this Section 2.2 and the Sublease in general, the following words and phrases shall have the meaning set forth below:

"Basic Costs" shall mean all actual costs and expenses incurred by City in connection with the ownership, operation, management, and maintenance of the Building, Building Site, and the Project, including, but not limited to, all costs, expenses, taxes, assessments, snow removal, trash removal, utilities, supplies, insurance, license, permit and inspection fees, cost of services of independent contractors, property management fees, cost of compensation (including but not limited to employment taxes and fringe benefits) connected with the day-to-day operation and maintenance of the Building and the Project (including but not limited to janitorial services, gardening, security, parking, elevator, painting, plumbing, electrical, carpentry, heating, ventilation, air conditioning, window washing and signing). Basic Costs shall not include depreciation on the Building or Improvements or amounts paid toward principal or interest of liens of City.

“Basic Costs Increase” shall mean the amount by which the Basic Costs for any given calendar year exceed the Initial Basic Costs.

“County’s Proportionate Share” with respect to costs, expenses, or any component thereof means a percentage which shall be determined from time to time by City, in the reasonable exercise of the City’s discretion, by dividing the rentable area by the rentable square footage of space in the Building which utilizes the cost, expense, or component thereof in question.

“Initial Basic Costs” are calculated as the operating expenses for the base year, which base year is from the date of occupancy on January 1, 2026 to December 31, 2026.

“Estimated Basic Costs” shall mean the projected amount of Basic Costs for any given calendar year reasonably estimated by City for such calendar year.

“Projected Basic Costs Increase” shall mean the amount by which the Estimated Basic Costs for any given calendar year exceed the Initial Basic Costs.

(b) Payment of Projected Basic Costs Increases. Beginning on January 1, 2027, and repeating each calendar year of the Sublease on January 1, City shall furnish County a written statement of the Estimated Basic costs for the calendar year. Said statement shall specify the Projected Basic Costs Increase and County’s Proportionate Share of Projected Basic Costs Increases for such calendar year. County shall pay to City, without offset or deduction, one-twelfth the County’s Proportionate Share of Projected Basic Costs Increase with each monthly payment of Basic Annual Rent due pursuant to Section 2.1 above.

(c) Adjustments for Actual Basic Cost Increases. After the expiration of each calendar year occurring during the term of this Sublease, City shall furnish County a written statement of the Basic Costs occurring during such year. The written statement shall specify County’s Proportionate Share of Basic Costs for such year and the amount by which County’s Proportionate Share of Basic Costs Increase exceeds or is less than the amounts paid by County during such year pursuant to Subsection (b) above. Within thirty (30) days after delivery of the written statement referred to in this Subsection (c), County shall pay to City the amount by which County’s Proportionate Share of Basic Costs Increase, as specified in such written statement, exceeds the aggregate of County’s Proportionate Share of Projected Basic Costs Increase paid by County for the year at issue. Payments by County shall be made pursuant to this Subsection (c), notwithstanding that a statement may be furnished to County after the expiration of the Sublease Term. If the annual statement of Basic Costs indicates that the amount paid by County pursuant to Subsection (b) above for any year exceeded County’s Proportionate Share of Basic Costs Increase for the same year, City, at its election, may either promptly pay the amount of such excess to County or apply such excess against any subsequent installment of Basic Annual Rental or Additional Rent due hereunder.

(d) Limitations. Nothing contained in this Section 2.2 shall be construed at any time so as to reduce the monthly installments of Basic Annual Rent payable under this Sublease below the amount determined as provided in Section 2.1 of this Sublease.

2.3. Rent Payments. All rent shall be paid without deduction or offset in lawful money of the United States to City at the address set out in Section 13.2 of this Sublease, or to such other person or at such other place as City may from time to time designate in writing.

2.4. Security Deposit. County shall deposit with City on or before July 1, 2025, the sum of \$-25,274.68 as a security deposit. Said sum shall be security for the faithful performance by County of all the terms, covenants, and conditions of this Sublease during the Sublease Term. If County defaults with respect to any provision of this Sublease, including, but not limited to the provisions relating to the payment of rent, City may, but is not required to, use, apply, or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which City may spend or become obligated to spend by reason of County's default, or to compensate City for any other loss or damage which City may suffer by reason of County's default. If any portion of the security deposit is so used or applied, County shall deposit with City an amount sufficient to restore the security deposit to its original amount within ten (10) days after written demand therefor by City, and County's failure to do so shall be a material breach of this Sublease. City shall not be required to keep the security deposit separate from its general funds, and County shall not be entitled to interest on said deposit. If County shall fully perform every provision of this Sublease to be performed by County, the security deposit or any balance thereof shall be returned to County (or, at City's option, to the last valid assignee of County's interest hereunder) at the expiration of the Sublease Term.

2.5. Late Charges. County hereby acknowledges that late payment by County to City of rent or other sums due hereunder will cause City to incur costs not contemplated by this Sublease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of rent or of a sum due from County shall not be received by City or City's designee within thirty (30) days after said amount is due, then County shall pay to City a late charge equal to five (5%) percent of such overdue amount. Acceptance of such late charges by the City shall in no event constitute a waiver of County's default with respect to such overdue amount, nor prevent City from exercising any of the other rights and remedies granted hereunder.

### 3. CONDITION OF SUBLEASED PREMISES, IMPROVEMENTS, REPAIRS

3.1. Condition of Premises - Improvements. City, at its sole cost and expense, shall complete the improvements listed in Exhibit C. At the completion of the building, the County will have the opportunity to inspect the Subleased Premises and may sign an agreement at the time of completion to accept the Subleased Premises "as is," with all faults, condition and with the tenant improvements and furnishings as described in Exhibit "C"; such acceptance shall not be unreasonably withheld by County. County's taking possession of the Subleased Premises shall be conclusive evidence that the Subleased Premises were in good order and satisfactory condition when County took possession. The City and the County hereby agree to perform, pay for, and complete the County Improvements identified on Exhibit "C" hereto as set forth thereon and otherwise in accordance with the terms of this Sublease and in a first-class and workmanlike manner.

3.2. Alterations and Additions. County shall not make or suffer to be made any alterations, additions, or improvements to the Subleased Premises without the prior written consent of the City, which consent may be withheld in the reasonable discretion of the City, provided any such

proposed alteration, addition, or improvement will not (a) exceed the capacity of the Building systems or structure, (b) adversely affect the capacity, maintenance, operating costs or integrity of the Building structure or systems, (c) violate any agreement which affects the Building or binds City, (d) alter the exterior of the Building in any way, or (e) violate or cause a breach of any financing affecting the Building. In the event City consents to County making alterations, additions or improvements to the Subleased Premises, they shall be made at County's sole cost and expense and by a licensed and insured contractor or person approved by City. Any alterations, additions or improvements made by County, including, but not limited to, wall covering, carpeting, paneling and built-in cabinet work, fixtures, shall upon the expiration of the Sublease Term become a part of the realty and belong to City and shall be surrendered with the Subleased Premises; or, at City's election and upon written demand by City, County shall remove any alterations, additions, or improvements made by County and repair all damage caused to the Subleased Premises by their removal at County's sole cost and expense.

3.3. Repairs to Subleased Premises. By taking possession of the Subleased Premises, County shall be deemed to have accepted the Subleased Premises as being in good condition and repair. County shall, at County's sole cost and expense, keep the Subleased Premises in good condition and repair. County shall upon the expiration or sooner termination of the Sublease Term surrender the Subleased Premises to the City in good condition, ordinary wear and tear excepted. If any portion of the Subleased Premises or any system or equipment in the Subleased Premises which County is obligated to repair cannot be fully repaired, County will promptly replace such portion of the Subleased Premises, system, or equipment. Except as may be specifically provided in Exhibit "C", City shall have no obligation to alter, remodel, improve, repair, decorate, or paint the Subleased Premises or any part thereof, and the parties affirm that City has made no representations to County respecting the condition of the Subleased Premises or the Building except as specifically herein set forth. If County fails to perform any of its obligations under this section 3.3, then City may perform such obligations and County will pay as additional Rent to City the cost of such performance, including an amount sufficient to reimburse City for overhead and supervision, within fourteen (14) days after receipt of City's written demand therefor. For purposes of performing such obligations, or to inspect the Subleased Premises, City may enter the Subleased Premises upon reasonable prior notice to County (except in cases of actual or suspected emergency, in which case no prior notice will be required) without liability to County for any loss or damage incurred as a result of such entry (except if directly due to or as a result of the gross negligence or willful misconduct of City, provided, however, City shall have no liability for any special or consequential damages suffered either by County or any party claiming through County); City will take reasonable steps in connection with such entry to minimize any disruption to County's business or its use of the Subleased Premises.

3.4. Repairs to Building and Project. City shall repair and maintain the structural portions of the Building including the basic plumbing, air conditioning, heating, and electrical systems installed or furnished by City. If any such maintenance and repairs are caused by the act, neglect, fault, or omission of County or its agents, employees, or invitees, County shall pay City the reasonable cost of such maintenance and repairs. City shall not be liable for any failure to make any such repairs or to perform any maintenance unless such failure materially and adversely affects County's possession and shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to City by County. There shall be no abatement of rent and no liability of City by reason of any injury to or interference with County's business arising from the making of any repairs, alterations, or improvements in or to

any portion of the Building or the Subleased Premises or to fixtures, appurtenances, and equipment therein.

3.5. Liens. County shall keep the Premises and Project free from any liens arising out of any work performed, materials furnished, or obligations incurred by County. City may require that County provide to City, at County's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1-1/2) times the estimated cost of any improvements, additions, or alterations to the Subleased Premises to be made by County, to insure City against any liability for mechanics and materialmen's liens and to insure completion of the work. Upon completion of any alteration, County shall promptly furnish City with sworn contractor's acknowledgements of payment in full and final waivers of lien in form and substance satisfactory to City covering all labor and materials included in such alteration. If County fails to have such lien so released or to deliver such bond to City, City, without investigating the validity of such lien, may pay or discharge the same; and County shall reimburse City, as applicable, upon demand for the amount so paid by City, including expenses and attorneys' fees.

#### 4. POSSESSION, USE

4.1. Quiet Possession. Upon County paying the rent reserved hereunder and observing and performing all of the covenants, conditions, and provisions on County's part to be observed and performed hereunder, County shall have quiet possession of the Subleased Premises for the entire Sublease Term, subject to all provisions of this Sublease. Neither the loss or reduction of County's light, air, or view nor the exercise of City's reserved rights hereunder will be deemed a disturbance of County's occupancy of the Subleased Premises nor will such circumstances affect County's obligations under this Sublease or create any liability of Landlord to Tenant.

4.2. Possession. If City cannot deliver possession of the Subleased Premises to the County at the commencement of the term hereof, this Sublease shall only be voidable as outlined herein. City shall not be liable to County for any loss or damage resulting therefrom, nor shall the expiration date of the Sublease Term be in any way extended, but in that event, all rent shall be abated during the period between the commencement of the Sublease Term and the time when City delivers possession, provided such delay does not exceed six months. In the event that the City does not deliver possession of the Subleased Premises within six months of the commencement of the term thereof, County and City shall meet and confer to discuss the City's construction schedule and the County's needs to occupy the Subleased Premises within a reasonable amount of additional time. After such meeting, County may void the agreement or renegotiate the terms of this Sublease with City. In the event City permits County to occupy the Subleased Premises prior to the commencement date of the Sublease Term, such occupancy shall be subject to all the provisions of this Sublease including, but not limited to, the obligation to pay all rentals and charges. Said early possession shall not advance the termination date hereinabove provided. In the event City is required to perform any County Improvements as outlined in Exhibit "C" to this Sublease, City shall be deemed to have delivered possession of the Subleased Premises to the County on the date that is three (3) days after substantial completion of the County Improvements to the Subleased Premises described in Exhibit "C". For purposes of this Sublease, the terms "substantial completion" or "substantially complete" shall mean the date on which the City or its architect notifies the County in writing that the County Improvements set forth in Exhibit "C" hereto are substantially complete, except for such portion of the County Improvements as the City cannot complete until the County performs

necessary portions of such County Improvements, if any. The City shall still have the right to re-enter the Subleased Premises after the Commencement Date to complete any portion of such County Improvements not yet completed with notice of one full business day, but in so doing the City shall not unreasonably interfere with the County's installation of any fixtures or equipment on the Subleased Premises or unreasonably interfere with the County business.

4.3. Use of Subleased Premises. County shall use the Subleased Premises for governmental general office purposes and County Health Department purposes, shall not use or permit the Subleased Premises to be used for any other purpose without the prior written consent of City, and shall not use the Building or Subleased Premises that would jeopardize any bonding for the building by the City or the City's Local Building Authority. County shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance covering the Building or any of its contents, or cause cancellation of any insurance policy covering the Building or any of its contents. County shall not do or permit anything to be done in or about the Subleased Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them; or, use or allow the Subleased Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall County cause, maintain or permit any nuisance in, on or about the Subleased Premises. County will not commit or suffer to be committed any waste in or to the Subleased Premises. County shall place no loads upon the floors, walls or ceilings in excess of the maximum designed load determined by City or which endanger the structure, nor place any harmful liquids in the drainage systems; nor dump or store waste materials or refuse or allow such to remain outside the Building proper, except in the enclosed trash areas provided, if any.

4.4. Hazardous Material. County, at its sole cost, shall comply with all state, federal, and City laws relating to County's storage, use, and disposal of hazardous, toxic, or radioactive matter (collectively "Hazardous Material"). If County stores, uses, or disposes of any Hazardous Materials in, on, or about the Subleased Premises, other than office supplies and cleaning supplies typically used in administrative offices, County shall notify City in writing at least ten (10) days prior to their first appearance on the Subleased Premises. County shall be solely responsible for and shall defend, indemnify, and hold City harmless from and against any liabilities, penalties, damages, costs, or expenses (including reasonable attorney's fees and court costs), causes of action, claims, and/or judgments arising out of or in connection with any storage, use, or disposal of Hazardous Materials in, on, or about the Subleased Premises or the Property by County, its agents, employees, contractors, or invitees. County obligations hereunder shall survive the termination of this Sublease.

4.5. Compliance With Law; ADA. County shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or which may hereafter be in force. City shall be responsible to take those actions which are readily achievable to provide public access to the Building and to the common areas as required by the Americans with Disabilities Act ("ADA"). County shall comply with all provisions of the ADA in its use and occupancy of the Subleased Premises. Notwithstanding anything in this Sublease to the contrary, in the event County makes any structural alteration to the Subleased Premises which would require compliance with the ADA and the accessibility standards promulgated by the Department of Justice, County agrees to design and build such structural alterations so as to comply with the ADA and the accessibility standards

4.6. Compliance With Rules. County shall faithfully observe and comply with the rules relating to the Building and the Project that City shall from time to time promulgate. A copy of the current rules are attached as Exhibit "D" to this Sublease (hereinafter called the "Rules"). City reserves the right from time to time to make all reasonable modifications to the Rules and modifications to the Rules shall be binding on County upon delivery of a copy of them to County. City shall not be responsible to County for the nonperformance of any of the Rules by any other tenant or occupant. Violations by County of the Rules shall constitute a default under this Sublease.

4.7. Access by City. City reserves, and shall have the right to enter the Subleased Premises with notice of one full business day, inspect the same, provide janitorial service and any other service to be provided by City to County hereunder, to perform any obligation of County hereunder which County has failed to perform satisfactorily, to submit said Subleased Premises to prospective purchasers or tenants, and to alter, improve, or repair the Subleased Premises and any portion of the Building of which the Subleased Premises are a part that City may deem necessary or desirable. The City need not provide notice for regularly scheduled janitorial or maintenance services or to provide emergency repairs. County hereby waives any claim for damages or for any injury or inconvenience to or interference with County's business, any loss of occupancy or quiet enjoyment of the Subleased Premises, and any other loss occasioned by City's occupancy of the Subleased Premises for such purposes. For each of the aforesaid purposes, City shall at all times have and retain a key with which to unlock all of the doors in, upon, and about the Subleased Premises, excluding County's vaults, safes, and files, and City shall have the right to use any and all means which City may deem proper to open said doors in an emergency, in order to obtain entry to the Subleased Premises without liability to County except for any failure to exercise due care for County's property. Any entry to the Subleased Premises obtained by City by said means, or otherwise, shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Subleased Premises or an eviction of County from the Premises or any portion thereof.

4.8. Re-Keying of Subleased Premises. Prior to the re-keying of any door or locks within the Subleased Premises, the County shall obtain the consent of the City and any such re-keying by the County shall be in conformity with the City's "Master Key System" and if such re-keying by the County requires modifications in the Master Key System, the County shall pay all such costs to modify the same.

## 5. UTILITIES, SERVICES, PARKING

5.1. Services and Utilities to be Furnished by City. During the Sublease Term, City agrees to cause to be furnished to or for the benefit of the Subleased Premises during customary business hours and during generally recognized business days, in such manner as is customary in similar buildings in the same geographical areas, the following utilities and services (the cost of which shall be included within Basic Costs):

(a) Electricity, gas, water and sewer service.

(b) Heat and air conditioning to such extent and to such levels as are reasonably required for the comfortable use and occupancy of the Subleased Premises, subject, however, to any limitations imposed by any government agency. The parties hereto agree and understand that such heat and air conditioning will be provided Monday through Friday from 7:00 a.m. to 6:00 p.m. and excluding holidays, except for the minimum heating and air conditioning deemed by the City in the City's sole discretion to be minimally necessary when the Building is unoccupied. At County's request and upon City's approval, City shall furnish heat and air conditioning services at other times as requested by County, provided that County shall pay the cost thereof as reasonably determined by City, notwithstanding the fact that such services may also benefit portions of the Building other than the Subleased Premises.

(c) Snow and trash removal service.

(d) Landscaping and grounds keeping service.

(e) Elevator service.

(f) Janitorial service three (3) days per week, holidays excluded; provided, that if County's requirements, floor coverings, or other improvements are other than standard for the Building and/or general office uses, County shall pay any additional cleaning costs attributable thereto as reasonably determined by City to cover actual janitorial costs.

(g) Building security, access control, and keys.

5.2. Telephone Service. City shall provide telephone connection to the core telephone stations and equipment, commonly called the "D" Mark. County shall arrange and pay for the entire cost and expense of all wiring from the "D" Mark to the County Subleased Premises and all telephone lines, telephone stations and equipment which pertain to the County Subleased Premises. County shall pay all use charges and shall pay for all other materials and services not expressly required to be provided and paid for by City pursuant to the provisions of this Sublease.

5.3. Extraordinary Utility Requirements. County will not, without the prior written consent of City, (i) use any apparatus or device on the Subleased Premises which will cause consumption of electricity, gas, or water greater than is customary for general office tenants, (ii) use any space heaters or mini-fridges unapproved per City policies for City employees at the Premises; (iii) use any portable or window air conditioners; or (iv) connect any apparatus or device with electrical current or gas or water pipes for the purpose of using electricity, gas, or water except through existing electrical outlets or gas or water pipes in the Subleased Premises. If County

requires water, electricity, or gas in excess of that usually furnished or supplied for the use of the Subleased Premises for general office purposes or desires special electrical equipment for computer or other uses on the Subleased Premises, County shall first obtain the written consent of City for the use thereof and City may cause a water, electric, or gas meter to be installed in the Subleased Premises in order to measure the amount of water, electricity, or gas consumed for any such use. The cost of any such meters and of installation, maintenance, and repair thereof shall be paid by County and County agrees to pay for all such water and electricity consumed as shown by said meters at the rates charged for such services by the public utility furnishing the same plus any additional expenses incurred in keeping account of the water, electricity, or gas so consumed. If heat generating machines or devices are used in the Subleased Premises which affect the temperature otherwise maintained by the air conditioning system, City reserves the right to install additional or supplementary air conditioning units for the Subleased Premises, and the entire cost of installing, operating, maintaining, and repairing the same shall be paid by County to City.

5.4. Failure of Utility Service. City shall not be liable for and County shall not be entitled to terminate this Sublease, to effectuate any abatement or reduction of rent or to collect any damages by reason of City's failure to provide or furnish any of the utilities or services set forth herein, if such failure was occasioned by any strike or labor controversy, any act or default of County, the inability of City to obtain services from the company supplying the same or any cause beyond the reasonable control of City; provided, however, that if such delay or service interruption continues for a period in excess of thirty (30) consecutive days and such delay or interruption renders the Subleased Premises or any portion thereof uninhabitable for County's normal business operations, the rent shall thereafter be abated in proportion to the unusable portion of the Subleased Premises. In no event shall City be liable for loss or injury to persons or property, however arising, occurring in connection with or attributable to any failure to furnish such utilities or services even if within the control of City.

5.5. Parking. The County and its employees shall be allowed to use 21 at-large parking stalls in the main parking lot in the area marked as "Employee and Government Vehicle Parking Stalls" shown on Exhibit "E." In the adjacent Patriot Park parking lot to the west of the parking shown in Exhibit "E" the number of allowed parking stalls is unlimited. Other stalls not labeled as "Employee and Government Vehicle Parking Stalls" are for County's customers and invitees and shall be on a first come, first served basis along with City's customers and invitees. City may, at its option, change from an at-large system to a specific stall or other system, either as to all or a part of the cars for which County enjoys parking rights. Notwithstanding anything elsewhere herein contained, City reserves the right from time to time to make reasonable changes in, additions to, and deletions from the parking areas and the purposes to which the same may be devoted, and the use of parking areas shall at all times be subject to City's specifications, provided that City shall not reduce County's number of County and employee parking stalls of 21. County parking shall comply with the Rules and Regulations in Exhibit D.

## 6. ASSIGNING, SUBLETTING, MORTGAGING

6.1. No Assignment Without City's Consent. County shall not transfer, assign, sublet, license, mortgage, pledge, license, or encumber this Sublease or the County's interest in and to the Subleased Premises nor permit the occupancy or use of any part thereof by another, without the prior written consent of the City. Any transfer, assignment, sublet, mortgage, pledge, encumbrance, subletting, or license of this Sublease, the subleasehold estate hereby created, or

the Subleased Premises or any portion thereof, either voluntary or involuntary, whether by operation of law or otherwise, without the prior written consent of City shall be null and void and shall at the option of the City terminate this Sublease. County agrees to reimburse City for City's reasonable attorney's fees, costs, and damages incurred in conjunction with the processing and documentation of any County requested transfer, encumbrance, assignment, subletting, licensing, mortgage, or pledge of this Sublease or County's interest in and to the Subleased Premises.

6.2. No Release of County. No consent by City to any assignment, encumbrance, or subletting, etc. in Section 20.1 shall relieve County from any of the provisions, covenants, and conditions of this sublease on the part of County to be kept and performed. The consent by City to any assignment etc. in Section 6.1 shall not relieve County from the obligation to obtain the consent of City to any other or subsequent assignment, subletting, etc.

## 7. GOVERNMENTAL IMMUNITY, INSURANCE, SUBROGATION

7.1. Governmental Immunity. The County and the City are individually a corporate and political subdivision of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"). Neither the County nor the City waives any procedural or substantive defense or benefit provided or to be provided by the Act or any comparable legislative enactment. The parties agree that the County and the City shall only be liable within the parameters of the Act. Nothing contained in the Agreement shall be construed in any way to modify the limits set forth in that Act or the basis for liability as established in the Act. Each Party shall be responsible for its own negligent actions and shall hold the other harmless from such negligence.

7.2. Subrogation. As long as their respective insurers so permit, City and County hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties.

7.3. Liability Insurance. County shall, at County's expense, obtain and keep in force during the term of this Sublease a Commercial General liability policy of Insurance insuring City and County against any liability arising out of the use, occupancy or maintenance of the Subleased Premises and with the use by County and its employees, agents and invitees of the common areas of the Building, Project, and City property. Such insurance shall be combined single limit liability and shall be in the amount of not less than \$2,000,000 for injury or death in any one accident or occurrence and \$4,000,000 aggregate, which may be adjusted by City year-to-year to match City's insurance limits. The limit of any such insurance shall not however, limit the liability of the County hereunder. County may provide this insurance under a blanket policy, provided that said insurance shall have a 'landlord protective liability' endorsement attached thereto. If County shall fail to procure and maintain such insurance, City may, but shall not be required to, procure and maintain such insurance at the expense of County. County shall deliver to City a certificate of liability insurance required herein or evidence of the existence and amounts of such insurance with additional insured clauses satisfactory to City. Said policy shall not be cancelable or subject to reduction of coverage until the insurance company has given City thirty (30) days' notice of such cancellation or reduction. All such policies shall be written as primary policies not contributing with and not in excess of coverage which City may carry.

## 8. DESTRUCTION, CONDEMNATION

8.1. Destruction. In the event the Subleased Premises or the Building are damaged by fire or other perils covered by extended coverage insurance and City receives sufficient proceeds to cover the cost of replacing the damage and said proceeds are made available by City's bond purchasers, then the City agrees to forthwith repair the same, and this Sublease shall remain in full force and effect, except that County shall be entitled to a proportionate reduction of the rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs materially and unreasonably interfere with the business carried on by the County in the Subleased Premises and with the understanding that the County shall mitigate damages. If the damage is due to the fault or neglect of County or its employees, there shall be no abatement of rent. Notwithstanding anything to the contrary contained in this Article, City shall not have any obligation whatsoever to repair, reconstruct or restore the Subleased Premises when the damage resulting from any casualty covered under this Section either destroys twenty-five percent (25%) of the Building or occurs during the last twelve (12) months of the Sublease Term or any extension thereof, and under either of such circumstances, City shall have the right to terminate this Sublease without liability on its part. City shall not be required to repair any damage by fire or other cause, or to make any repairs or replacements of any panels, decoration, office fixtures, railings, floor covering, partitions, or any other property installed in the Subleased Premises by County. The County shall not be entitled to any compensation or damages from City for loss of the use of the whole or any part of the Subleased Premises, County's personal property or any inconvenience or annoyance occasioned by such damage, repair, reconstruction, or restoration.

8.2. Condemnation. If all or a substantial portion of the Subleased Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, to terminate this Sublease and City shall be entitled to any and all income, rent, award, or any interest therein which may be paid or made in connection with such public or quasi-public use or purpose and County shall have no claim against City for the value of any unexpired portion of the Sublease Term. If any part of the Project is so taken or appropriated which, in City's judgement, materially interferes with the ability to operate the Project or a substantial portion thereof, City shall have the right, at its option, to terminate this Sublease and shall be entitled to the entire award as above provided. If a portion of the Subleased Premises is taken and neither party terminates this Sublease as herein provided, the rent thereafter to be paid shall be equitably reduced.

## 9. DEFAULT, REMEDIES

9.1. Default by County. The occurrence of any one (1) or more of the following events shall constitute a default and breach of this Sublease by County:

- (a) The vacating or abandonment of the Subleased Premises by County.
- (b) The failure by County to make any payment of rent or any other payment required to be made by County hereunder within a period of thirty (30) days after the same is due and payable.

(c) County fails to abide by, cease or desist, and/or perform any other material term, condition, requirement, or covenant of this Sublease within thirty (30) days after written notice has been given to County by City; provided, if cure of any nonmonetary default would reasonably require more than thirty (30) days to complete, if County fails to commence performance within the thirty (30) day period or, after timely commencing, fails diligently to pursue such cure to completion but in no event to exceed sixty (60) days.

(d) The making by County of any general assignment or general arrangement for the benefit of creditors; or the filing by or against County of a petition to have County adjudged bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of the petition filed against County, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of County's assets located at the Subleased Premises or of County's interest in this Sublease, where possession is not restored to County within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of County's assets located at the Subleased Premises or of County's interest in this Sublease, where such seizure is not discharged in thirty (30) days.

(e) The failure of the County to keep the property free of liens as required by this Sublease.

9.2. City's Right to Re-enter and Relet Subleased Premises. In the event of any material default or breach by County, City may elect to re-enter the Subleased Premises, as herein provided, or take possession pursuant to legal proceedings or pursuant to any notice provided for by law, and City may either terminate this Sublease or it may from time to time, without terminating this Sublease, make such alterations and repairs as may be necessary in order to relet the Subleased Premises and relet said Subleased Premises or any part thereof for such term or terms (which may be for a term extending beyond the Sublease Term) and at such rental or rentals and upon such other terms and conditions as City, in its sole discretion, may deem advisable. Upon each such reletting, all rentals received by City from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from County to City; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees, and to costs of such alterations and repair; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by City and applied in payment of further rent as the same may become due and payable hereunder. If rentals received from such reletting during any month are less than that to be paid during that month by County hereunder, County shall pay such deficiency to City. No such re-entry or taking possession of said Subleased Premises by City shall be construed as an election on its part to terminate this Sublease unless the County is notified in writing. Notwithstanding any such reletting without termination, City may at any time thereafter elect to terminate this Sublease for such previous breach. Should City at any time terminate this Sublease for any breach, in addition to any other remedies it may have, it may recover from County all damages it may incur by reason of such breach, including the cost of recovering the Subleased Premises and reasonable attorney's fees, which damages and expenses shall be immediately due and payable by County.

9.3. Other Rights and Remedies of City. Each of the remedies set out in Section 9.2 and elsewhere in this Sublease may be exercised jointly or severally with any of the remedies provided by this Sublease or by law, at the option of the City or any receiver or trustee; and any remedy election may be abandoned or terminated and may be resumed after such abandonment

or termination, at the option of the City or receiver or trustee. The rights and remedies herein set forth and granted to City shall be cumulative and in addition to any and all other rights and remedies provided and given to City under applicable law. The use of any one or more of the rights and remedies herein enumerated, shall not be an election of remedies; nor, in such event, shall City be barred or estopped from using or asserting any other or different or concurrent or cumulative right or remedy at the same or any other or different time or place.

9.4. Waiver of Rights, Hold Harmless. County hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of County being evicted or dispossessed for any cause, or in the event of City obtaining possession of the Subleased Premises by reason of the violation by County of any of the covenants or conditions of the Sublease or otherwise. County hereby agrees to hold City safe and harmless from any claim of any character by any person arising out of or in anywise connected with the entry and the taking possession of the Subleased Premises and/or the personal property of County by City or receiver or trustee, by reason of County's material default or breach of this Sublease.

9.5. Default by City. In the event of any breach, default or noncompliance by City under this Sublease, County shall, before exercising any right or remedy provided herein or by law, give City written notice of the claimed breach, default, or noncompliance. For the thirty (30) days following the giving of the notice(s) required by the foregoing portion of this Section (or such longer period of time as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be rectified within thirty (30) days), City shall have the right to cure the breach, default, or noncompliance. If City has failed to cure a default on its part within that period, County may exercise any available right or remedy.

## 10. PROVISIONS APPLICABLE UPON TERMINATION OF LEASE

10.1. Surrender of Subleased Premises. County shall upon expiration of the Sublease Term, or any earlier termination of this Sublease for any cause surrender to City the Subleased Premises, including, without limitation, all building apparatus and equipment then upon the Subleased Premises and all alterations, improvements, and other additions thereto that may have been made or installed by either party to, in, or upon the Subleased Premises.

10.2. Condition of Subleased Premises Upon Surrender. The Subleased Premises, fixtures, and all said property (other than personal property which County has the right to remove) shall be surrendered to City by County without any damage, injury, or disturbance thereto, or payment therefore. County, at its expense, shall immediately repair any damage to the Subleased Premises caused by its vacating the same or by County's removal of personal property, and shall leave the Subleased Premises in a neat and clean condition, free of debris.

10.3. County's Personal Property. Notwithstanding anything to the contrary herein, if County shall not be in default upon surrender of the Subleased Premises, County may remove its personal property, but not including ceiling, light fixtures, air conditioning equipment and duct work, floor and wall coverings, doors, windows, and window coverings including blinds, which items shall remain in the Subleased Premises and become the property of City without any payment therefore.

10.4. County's Obligations to Survive Termination. County's obligation to observe and perform any of the provisions of this Article shall survive the expiration of the Sublease Term or earlier termination of this Sublease.

## 11. FINANCING, SUBORDINATION

11.1. Subordination. County acknowledges that it might be necessary for City or its successors or assigns to secure bond financing or refinancing affecting the Subleased Premises. County also acknowledges that the lender interested in any given bond may desire that County's interests under this Sublease be either superior or subordinate to the security then held or to be taken by said Lender. Accordingly, County agrees that at the request of City at any time and from time to time County shall execute and deliver to City an instrument, in form reasonably acceptable to City, whereby County subordinates its interests under this Sublease in the Subleased Premises to any trust deed or security and customary related instruments are herein collectively referred to merely as a "Security" securing a loan obtained by City or its successors or assigns for the purpose of enabling acquisition of the Building and the Project and/or construction of additional improvements to the Building and/or the Project or to provide standing or permanent financing for the Building and the Project, or for the purpose of refinancing any such construction, acquisition, standing or permanent loan as may be specified by City. Provided, however, that any such instrument or subordination executed by County shall provide that so long as County continues to perform all of its obligations under this Sublease its tenancy shall remain in full force and effect notwithstanding City's default in connection with the Security concerned or any resulting foreclosure or sale or transfer in lieu of such proceedings. County shall not subordinate its interests hereunder or in the Subleased Premises to any lien or encumbrance other than the Securities described in and specified pursuant to this Section without the prior written consent of City. Any such unauthorized subordination by County shall be void and of no force or effect.

11.2. Amendment. County recognizes that City's ability from time to time to obtain construction, acquisition, standing, and/or permanent bond financing for the Building and the Project may in part be dependent upon the acceptability of the terms of this Sublease to the lender concerned. Accordingly, County agrees that from time to time it shall, if so requested by City, join with City in amending this Sublease so as to meet the needs or requirements of any lender which is considering making or which has made a loan secured by a bond or other security affecting the Subleased Premises.

11.3. Attornment. Any sale, assignment, or transfer of City's interest under this Sublease or in the Subleased Premises including any such disposition resulting from City's default under a Security, shall be subject to this Sublease and also County shall attorn to City's successor and assigns and shall recognize such successor or assigns as landlord under this Sublease, regardless of any rule of law to the contrary or absence of privity of contract.

## 12. ADDITIONAL PROVISIONS

12.1. Waiver. The waiver by City or County of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition herein contained. The acceptance of rent hereunder by City shall not be deemed to be a waiver of any preceding

breach by County of any term, covenant or condition of this Sublease, other than the failure of County to pay the particular rental so accepted, regardless of City's knowledge of such preceding breach at the time of the acceptance of such rent.

12.2. Notice. Any notice given under this Sublease shall be in writing and shall be delivered personally, be mailed by first class or express mail, or be sent by electronic mail addressed as follows:

To City:

City Manager  
319 S. Saratoga Road  
Saratoga Springs, UT 84045

citymanager@saratogasprings-ut.gov

To County: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Or at such other address as either party may designate by written notice to the other party as herein provided. Notice shall be deemed given when actually received if personally delivered; if by fax, when the fax is received, except that if the fax is received at a time other than normal business hours of the office at which it is received, on the next regular business day; and if by mail, the earlier of the day actually received or the third business day after the notice is deposited in the United States mail properly addressed and postage prepaid.

12.3. Governing Law - Headings. This Sublease shall be governed as to validity, enforcement, construction, effect and in all other respects by the laws of the State of Utah. The section headings and captions appearing in this Sublease are for convenience only and are not to be used to construe, interpret or define the provisions of this Sublease. Any action in law or equity to enforce this agreement shall be brought in the Fourth Judicial District Court for the State of Utah.

12.4. Time. Time is of the essence of this Sublease and each and every provision hereof.

12.5. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, personal representatives, administrators, and assigns of the parties hereto.

12.6. Prior Agreements. This Sublease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Sublease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provisions of this Sublease may be amended or added to, except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Sublease shall not be effective or binding on any party until fully executed by both parties hereto.

12.7. Force Majeure. This Sublease and the obligations of either party hereunder shall not be affected or impaired because either party is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other causes beyond the reasonable control of the party out of compliance with this Sublease.

12.8. Attorney's Fees. The parties agree that should any party default in any of the covenants or agreements herein contained, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing this Sublease or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise.

12.9. Sale of Premises by City. In the event of any sale of the Building and Project, City shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Sublease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the City under this Sublease.

12.10. Severability. Any provision of this Sublease which shall prove to be invalid, void, or illegal shall in no way effect, impair, or invalidate any other provisions hereof and such other provisions shall remain in full force and effect.

12.11. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

12.12. Authority of Signatories. The persons executing this Sublease on behalf of City and County each represent and warrant that he or she has the authority to execute this Agreement and to bind the respective party.

THE PARTIES HERETO have caused this Sublease to be executed as of the date set out below.

COUNTY:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

CITY:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT "A"

DESCRIPTION OF PREMISES

EXHIBIT "B"

DESCRIPTION OF PROJECT

EXHIBIT "C"  
IMPROVEMENTS

City or County, respectively, shall complete the following improvements:

1. The City will complete basic tenant improvements and provide basic office furnishings such as desks, chairs, tables, partitions, and essential office furniture. The City shall not provide equipment such as exam tables, copiers, fax machines, printers, electronic equipment, refrigerators, trade equipment, computer equipment, servers, routers, monitors, televisions, etc.
2. County shall provide and handle its own biohazard supply and disposal facilities.
3. County shall provide any battery backups as needed for supplies over and above generated power provided by the City in the event of a power failure.
4. City provided furniture that has been damaged or broken due to County negligence shall be replaced at the County's expense and to match existing furniture.

## EXHIBIT "D"

### RULES AND REGULATIONS

The rules and regulations set forth in this Exhibit are a part of the foregoing Sublease. In the event of a conflict, the more restrictive provision shall apply. Whenever the term "County" is used in these rules and regulations, such term shall be deemed to include County and the County. The following rules and regulations may from time to time be modified by City in the manner set forth in the Sublease. Modification of these rules and regulations shall take effect only on approval by the County, which approval shall not be unreasonably withheld. These rules are in addition to those set forth in any restrictions of record and County shall be subject to all such rules and regulations set forth in such restrictions of record. The terms capitalized in this Exhibit shall have the same meaning as set forth in the Sublease.

1. County shall not place or suffer to be placed on any exterior door, wall or window of the Subleased Premises, on any part of the inside of the Subleased Premises which is visible from outside of the Subleased Premises or elsewhere on the Property, any sign, decoration, lettering, attachment, advertising matter or other thing of any kind, without first obtaining City's written approval. City may establish reasonable rules and regulations governing the size, type and design of all such items and County shall abide by such rules and regulations. All approved signs or letterings on doors shall be printed, painted and affixed at the sole cost of County as approved by the City and by a person approved by City. At County's sole cost, County shall maintain all permitted signs and shall, on the expiration of the Term or sooner termination of this Sublease, remove all such permitted signs and repair any damage caused by such removal. City may establish rules and regulations governing the size, type and design of all such items and County shall abide by such rules and regulations, as well as the existing rules and regulations set forth in any master declaration.
2. County shall have the right to non-exclusive use in common with City, other tenants and their occupants of the parking areas, driveways, sidewalks, and access points of the Property, subject to the specifications in this Agreement and the reasonable rules and regulations prescribed from time to time by City. City shall have the right, but not the obligation, to designate parking areas for County, but in no case shall the County have the right to use more than the number of stalls specified in Section 5.5. The County shall have the right at all times to use the number of stalls specified in Section 5.5, unless the City gives the County reasonable notice of maintenance or other temporary unavailability of the stalls.
3. County shall not obstruct the sidewalks or use the sidewalks in any way other than as a means of pedestrian passage to and from the offices of County without City's prior written approval. County shall not obstruct the driveways, parking areas or access to and from the Property or individual County parking spaces. Any vehicle so obstructing and belonging to County may be towed by City, at County's sole cost and expense.
4. County shall not bring into, or store, test or use any materials in, the Building which could cause fire or an explosion, fumes, vapor, or odor unless explicitly authorized by the terms of the Sublease or other written authorization.
5. County shall not do, or permit anything to be done in or about the Subleased Premises, or keep or bring anything into the Subleased Premises, which will in any way increase the rate of insurance cost for the Property. Unless explicitly provided for in the Sublease, County shall not bring, use, store, generate,

dispose or allow combustible, flammable materials on the Property or the Subleased Premises. Hazardous materials beyond the ordinary activities of a County Health Department shall be disclosed in writing to the City with 30 days' notice; in all cases County shall comply with all local, state, and federal laws with respect to storage of such hazardous materials.

6. County shall promptly pay for any damage caused during moving of County's property in or out of the Subleased Premises.

7. No repair or maintenance of vehicles, either corporate or private, shall be performed by the County on or about the Property. This shall not include emergency repairs or maintenance that cannot reasonably be made offsite.

8. Except for vehicles of County employees working overnight shifts on the Subleased Premises, County shall not allow overnight parking except by County-owned and -marked vehicles, which vehicles shall be registered and fully operational at all times. City is not responsible for any theft, vandalism, or damage to any vehicles that are parking on City property, whether overnight or otherwise.

9. No outdoor storage of company or personal property, vehicles or boats in or about the Subleased Premises is permitted. This includes, without limitation, transportation and storage items such as automobiles, trucks, trailers, boats, pallets, debris, trash or litter.

10. No additional lock or locks shall be placed by County on any door in the Building, without prior written consent of City. County shall not change any locks unless authorized by the Sublease. All keys to doors shall be returned to City at the termination of the tenancy, and in the event of loss of keys furnished, County shall pay City the cost of replacement.

11. The Subleased Premises shall not be used for lodging or sleeping purposes. No immoral or unlawful purpose is allowed on the Property or in or about the Subleased Premises. Vending machines for the use of County's employees only are permitted.

12. City shall have the right to control and operate the common areas of the Property, as well as the facilities and areas furnished for the common use of County and other tenants in such manner as City deems best for the benefit of the County, other tenants, and the Property generally, considered as a first class institutional facility.

13. No animals or birds of any kind shall be brought into or kept in or about the Subleased Premises, except for ADA service animals but excluding animals used for emotional support only.

14.

Canvassing, soliciting, distribution of handbills or any other written materials or peddling on or about the Property are prohibited except as allowed by City policies, which policies shall apply uniformly to City and County activities, and County shall cooperate to prevent the same.

15. County shall not throw any substance, debris, litter, or trash of any kind out of the windows or doors of the Building, and will use only designated areas for proper disposal of these materials.

16. Waterclosets and urinals shall not be used for any purpose other than those for which they are constructed, and no sweepings, rubbish, ashes, newspaper, coffee grounds, or any other substances of any

kind shall be thrown into them by County employees.

17. Waste and excessive or unusual use of water by the County is prohibited without the prior written consent of City.

18. County shall not penetrate the walls or roof of the Building and shall not attach any equipment or antenna to the roof or exterior of the Building without City's prior written consent. County shall not step onto the roof of the Building without prior approval. No television, radio or other audiovisual medium shall be placed in such manner as to cause a nuisance to City, its patrons, or to other tenants or persons using the common areas.

19. City shall not be responsible for lost, stolen, or damaged personal property, equipment, money, merchandise, or any article from the Subleased Premises or the common areas regardless of whether or not the theft, loss, or damage occurs when the Subleased Premises are locked. This shall not apply to County property where such loss or damage occurs due to City's negligence.

20. City reserves the right to expel from the Property anyone who in City's reasonable judgment is intoxicated or under the influence of alcohol, drugs, or other substance, or who is in violation of the rules and regulations of the Property.

21. City shall have the right, exercisable with notice and without liability to County, to change the name or street address of the Building or the Property.

22. These rules and regulations are in addition to, and shall not be construed to in any way modify, alter or amend, in whole or in part, the terms, covenants, agreements, and conditions of the Sublease.

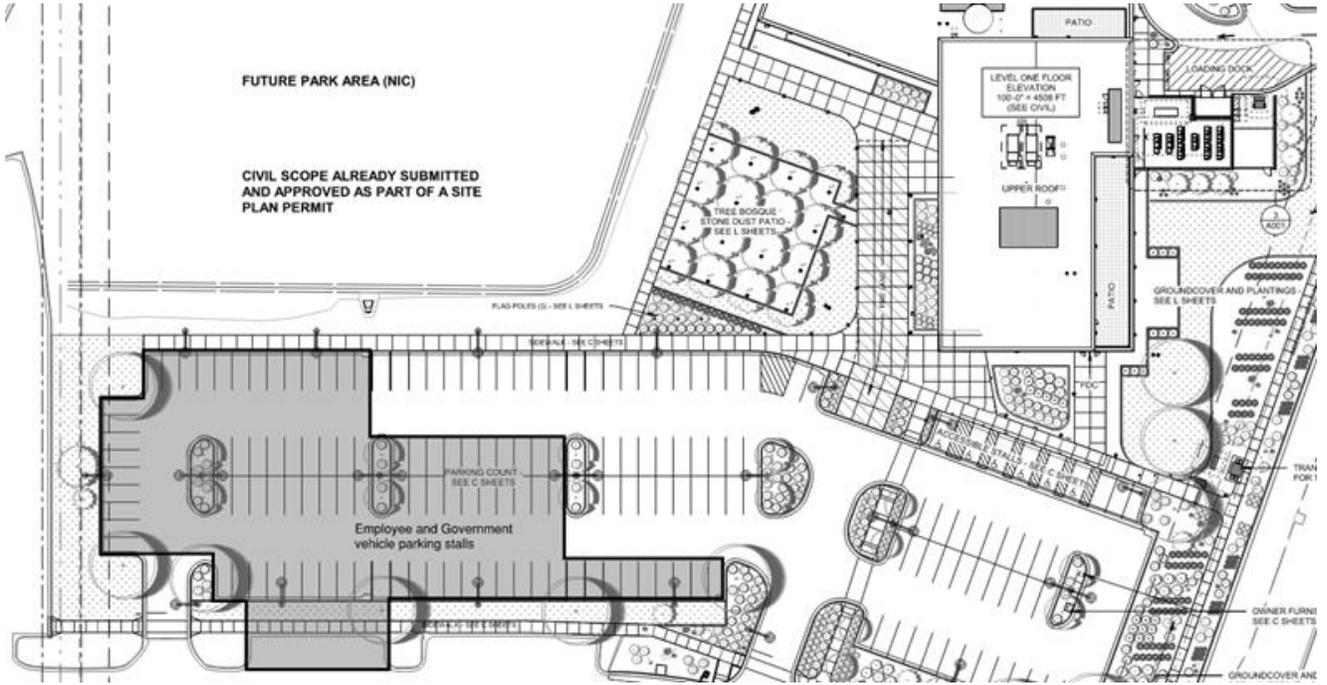
23. City may, from time to time, waive any one (1) or more of these rules and regulations for the benefit of the County or any particular tenant, but no such waiver by City shall be construed as a waiver of such rules and regulations in favor of the County or any other tenant, nor prevent City from thereafter enforcing them against the County or any or all of the tenants of the Property.

24. The use of the Subleased Premises for business activities is to be conducted within the interior of County's space to the greatest extent possible. Extensive business activities outside County's space is not permitted without the prior written consent of City.

25. If County is in violation of these rules and regulations and has not corrected such violation within thirty (30) days after written notice City may, without forfeiting any other rights or recourses permitted under the Sublease, correct the violation at County's expense to include levying a maximum \$100.00 administrative charge per violation for coordinating and managing the correction of the violation. Costs associated with City's reasonable actions to correct the violation including the administrative charge will be considered additional rent as defined in the Sublease.

# EXHIBIT "E"

## Parking Locations





# MINUTES – CITY COUNCIL MEETING

Tuesday, September 3, 2024

City of Saratoga Springs

City of Saratoga Springs City Offices

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

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

## Roll Call:

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

Staff Present City Manager Mark Christensen, Assistant City Manager Owen Jackson, Community Development Director Ken Young, City Attorney Kevin Thurman, Senior Planner Austin Roy, Budget Analyst Spencer Quain, Senior Planner Gina Grandpre, Police Chief Andrew Burton, City Recorder Nicolette Fike and Deputy City Recorder Kayla Moss

Others: Logan Johnson, Helen Robson, Crystal Ferrell, Jared Osmond, David Meredith

Invocation: Council Member Carn

Pledge of Allegiance: Council Member Barton

**Public Input:** Helen Robson, Inlet Springs Drive, has two different concerns. She reached out to council members with concerns about traffic lights going out so often in the last couple of months. This has backed traffic up dramatically. She called in to the police department for one instance and asked if they could send someone to help direct traffic. She was told it wasn't their responsibility and that they have more important things to do than direct traffic. She knows that we aren't a major metropolis but one of the biggest issues the City deals with is traffic. She used to be on the veteran's advisory board and there are a lot of veterans in the city as well as retired police officers. She suggested they may be able to be mobilized to help in these kinds of situations. She also mentioned that snowdrifts in the winter cover the lights almost causing accidents. She is also concerned about the developers in the city that come build big housing developments that bring a lot more children to the city, and then don't help to support schools in the area. This leaves the citizens with major problems in the school system.

**REPORTS:** Council Member McOmber mentioned that he has called in to staff to have police come and respond to a light that was out in the past. He agrees that we should be helping to direct traffic when lights are out. As we are getting close to fall and winter, he asked that we enforce the weeds and garbage in the streets and islands on Market Street to help reduce flooding. The wind is picking up because it is getting to be fall, he would like to remind developers that they need to wet down dirt so that it doesn't become a hazard.

Council Member Carn has been involved with the school district and he wanted it to be on record that Westlake was built to serve 1,750 students and the count of students was 3,200 this year. The overcrowding is a problem, and he is working on ideas to help get this situation fixed sooner rather than later.

Council Member Wadman advised that Harvest Hills Elementary has a beautiful park and there are a lot of people there this time of year to participate in soccer. People have been parking on the east side on Providence creating traffic flow issues. He asked if staff could look into ways to resolve this.

Mayor Miller advised that MAG brought up a question regarding the 5<sup>th</sup> and 5<sup>th</sup> sales tax that was enacted. Concerns were voiced that they may be using the money for Salt Lake County and not Utah County. They are asking for a full accounting of where the money has gone.

50

51 **CONSENT ITEMS:**

521. **Approval of Minutes: August 20, 2024.**

53

54 **Motion by Council Member McOmber to approve the Consent Item seconded by Council Member Carn.**

55 **Vote:**

56 **Council Member Chris Carn                      Yes**

57 **Council Member Lance Wadman                      Yes**

58 **Council Member Audrey Barton                      Yes**

59 **Council Member Stephen Willden                      Yes**

60 **Council Member Michael McOmber                      Yes**

61 **Motion carried 5-0.**

62

63 **PUBLIC HEARINGS:**

641. **Budget Amendments for Fiscal Year 2024-2025. Resolution R24-49 (9-3-24).** Budget Analyst Spencer Quain advised that this is the second budget amendment of the year. Some of the amendments include HR purchase of a new software to replace one that is being discontinued, adjusting the cemetery budget to account for the bid received, and additional funding for phase 1 grading for the public works site.

68

69 Mayor Miller opened the public hearing at 6:17 pm, there were no comments so the public hearing was closed.

70

71

72 **Motion by Council Member McOmber to approve the Budget Amendments for Fiscal Year 2024-2025.**

73 **Resolution R24-49 (9-3-24) seconded by Council Member Willden.**

74 **Vote:**

75 **Council Member Chris Carn                      Yes**

76 **Council Member Lance Wadman                      Yes**

77 **Council Member Audrey Barton                      Yes**

78 **Council Member Stephen Willden                      Yes**

79 **Council Member Michael McOmber                      Yes**

80 **Motion carried 5-0.**

81

82 **BUSINESS ITEMS:**

83

841. **Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapter 19.04 for Gateway Overlay Parking. Ordinance 24-38 (9-3-24).** Community Development Director Ken Young advised that currently, parking between buildings and arterial or collector streets is not allowed within the Gateway Overlay Zone. A current site plan application brought to staff's attention that this requirement could be overly restrictive. Staff has evaluated the effect of this requirement on all properties within the Gateway Overlay Zone and believes this requirement is overly restrictive. Many properties fronting collector streets are smaller and therefore have fewer development options, and many properties fronting collector streets also front arterial streets. Staff proposes eliminating collector streets from the requirement and retaining arterial streets from this requirement.

93

94 City Council agreed that they would like to have staff decide which arterial street would take priority for access to parking.

95

96

97 **Motion by Council Member Willden to approve Amendments to Title 19 Land Development Code of the**

98 **City of Saratoga Springs, Chapter 19.04 for Gateway Overlay Parking. Ordinance 24-38 (9-3-24) with all**

99 **staff findings and conditions adding condition that we will clarify at a future meeting the exception that**

100 **when there are two arterial roads they will identify which has priority seconded by Council Member**  
101 **McOmber.**  
102 **Vote:**  
103 **Council Member Chris Carn                      Yes**  
104 **Council Member Lance Wadman                      Yes**  
105 **Council Member Audrey Barton                      Yes**  
106 **Council Member Stephen Willden                      Yes**  
107 **Council Member Michael McOmber                      Yes**  
108 **Motion carried 5-0.**

1102. **Thrive Drive Daycare Site Plan, located at 204 E Thrive Drive, Logan Johnson as Applicant.** Director Young advised on the Site Plan, located on Lots 3 and Lot 4 of the Riverside Crossing Subdivision Plat A. The applicant is proposing amending this plat to combine Lot 3 and Lot 4. (Currently, Lot 4 has two owners so the Utah County Recorder’s Office shows three parcels on these two lots). The proposed site plan fronts on Riverside Drive to the east, which is a collector street. The site plan shows parking between the building and Riverside, which does not meet the current Gateway Overlay requirement for all parking to be located behind a building that fronts on arterial or collector streets. The shape and size of the lot makes it challenging to efficiently layout the site without parking adjacent to the collector. However, following an analysis of roadways in Gateway Overlay areas, staff has proposed to remove prohibiting parking adjacent to collector streets, as this can be overly burdensome to the development of several Gateway properties. This proposed code amendment will be heard at this same City Council meeting. The proposed site plan incorporates 31% landscaping. Access to the lot will be from the south side off of Thrive Drive.

123 Council Member Carn asked how many kids are in a class.

125 The applicant Logan Johnson advised that there will be a capacity of about 100 kids at the facility. There will be a drop off window that staggers for about 2 hours in the morning and afternoon. There are 17 parking spots that will be occupied by staff. They have seen some good distribution at other sites with limited issues.

130 Council Member McOmber had a couple of concerns. When you are coming over the hill you’re looking at a parking lot right away, and not the building. He would like to see the parking lot moved to the other side. He also asked if the elevations meet the design standards outlined in the gateway overlay zone.

134 Director Young advised that the elevations do meet what is outlined in the gateway overlay zone currently.

136 Council Member Carn asked if he knows what development is kitty-corner from them. That may shield the parking lot depending on what is planned there.

139 Council Member Wadman asked if there is any shielding between the residential use and this facility.

141 The applicant advised there is some grading difference, a 5 foot public utility easement and another setback. A fence is not allowed in the gateway overlay zone.

144 **Motion by Council Member McOmber to deny the Thrive Drive Daycare Site Plan, located at 204 E Thrive Drive, Logan Johnson as Applicant with all staff findings based on the gateway overlay, landscape shielding being minimal, and the position of the parking lot seconded by Council Member Wadman.**

147 **Vote:**  
148 **Council Member Chris Carn                      Yes**  
149 **Council Member Lance Wadman                      Yes**

150 Council Member Audrey Barton Yes  
151 Council Member Stephen Willden No  
152 Council Member Michael McOmber Yes

153 Motion carried 4-1.

154  
155 Council Members asked for clarification on what they approved in business item 1. They thought they had  
156 approved something different than what was implied by this application. It was decided they would  
157 reconsider the vote they took previously.

158  
159 Motion by Council Member McOmber to reconsider the vote on business item 1 seconded by Council  
160 Member Carn.

161 Vote:  
162 Council Member Chris Carn Yes  
163 Council Member Lance Wadman Yes  
164 Council Member Audrey Barton Yes  
165 Council Member Stephen Willden Yes  
166 Council Member Michael McOmber Yes  
167 Motion carried 5-0.

168  
1691. Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapter 19.04 for  
170 Gateway Overlay Parking. Ordinance 24-38 (9-3-24).

171  
172 Council Member McOmber would not like to allow parking lot access on the collector roads, he would  
173 prefer that it defaults to the local road if that is an option.

174  
175 City Manager Mark Christensen suggested tabling this item since there was so much hesitancy.

176  
177 Motion by Council Member McOmber to table Amendments to Title 19 Land Development Code of the  
178 City of Saratoga Springs, Chapter 19.04 for Gateway Overlay Parking. Ordinance 24-38 (9-3-24)  
179 seconded by Council Member McOmber.

180 Vote:  
181 Council Member Chris Carn Yes  
182 Council Member Lance Wadman Yes  
183 Council Member Audrey Barton Yes  
184 Council Member Stephen Willden Yes  
185 Council Member Michael McOmber Yes  
186 Motion carried 5-0.

187  
188 The Council decided that they would also like to reconsider their vote on business item 2 since they didn't  
189 come to a conclusion on the ordinance change.

190  
1912. Thrive Drive Daycare Site Plan, located at 204 E Thrive Drive, Logan Johnson as Applicant.

192  
193 Motion by Council Member Carn to reconsider the vote on business item 2 seconded by Council Member  
194 Wadman.

195 Vote:  
196 Council Member Chris Carn Yes  
197 Council Member Lance Wadman Yes  
198 Council Member Audrey Barton Yes  
199 Council Member Stephen Willden Yes

200 Council Member Michael McOmber Yes

201 Motion carried 5-0.

202

203 Motion by Council Member Carn to table the Thrive Drive Daycare Site Plan, located at 204 E Thrive  
204 Drive, Logan Johnson as Applicant with all staff findings based on the gateway overlay, landscape  
205 shielding being minimal, and the position of the parking lot seconded by Council Member McOmber.

206 Vote:

207 Council Member Chris Carn Yes

208 Council Member Lance Wadman Yes

209 Council Member Audrey Barton Yes

210 Council Member Stephen Willden No

211 Council Member Michael McOmber Yes

212 Motion carried 4-1.

213

2143. **Adopting Mixed Waterfront Design Standards, City-Wide, City-Initiated. Ordinance 24-39 (9-3-24).**

215 Senior Planner Austin Roy advised that on May 2, 2023, the City Council adopted amendments to Title 19  
216 regarding the Mixed Waterfront Ordinance. The adopted ordinance references a document, the “Mixed  
217 Waterfront Design Standards”. The Mixed Waterfront Design Standards went to the City Council on  
218 January 2, 2024 as a work session item. Following the feedback from the City Council, the draft was  
219 updated and went to the Planning Commission for a recommendation on August 15, 2024. There are  
220 three areas in the city that have mixed waterfront zoning. He presented some of the included design  
221 standards to the City Council.

222

223 Council Member McOmber asked if it is outlined in the guide that they can’t have one single color on the  
224 elevation of the building. He is concerned there are pictures in the guide that don’t depict the accurate  
225 requirements for colors.

226

227 Senior Planner Roy advised that this is in conjunction with all other design standards so they would be  
228 required to have three different colors. Staff and the consultant wanted to be careful in adding colors or  
229 materials to a guide because materials and styles change so much over time and they wouldn’t want them  
230 to build exactly what is shown, it was more like a blank canvass. Senior Planner Austin Roy noted they  
231 could add a note indicating it was conceptual in nature only.

232

233 Motion by Council Member Barton to adopt Mixed Waterfront Design Standards, City-Wide, City-  
234 Initiated. Ordinance 24-39 (9-3-24) with all staff findings and conditions seconded by Council Member  
235 Wadman.

236 Vote:

237 Council Member Chris Carn Yes

238 Council Member Lance Wadman Yes

239 Council Member Audrey Barton Yes

240 Council Member Stephen Willden Yes

241 Council Member Michael McOmber Yes

242 Motion carried 5-0.

243

2444. **Jordan Promenade (Wander) Village Plan 3 Major Amendment #2. Located Approximately Riverside**  
245 **Drive and 400 North. Oakwood Homes as applicant. Ordinance 24-40 (9-3-24).** Senior Planner Gina  
246 Grandpre advised The Jordan Promenade (“Wander”) Village 3 project, located northeast of the  
247 intersection of Pony Express and Riverside Drive is being amended to reconfigure a section of townhomes  
248 on the north side of Village 3 and to change the number of allowed townhome units in a building from 2-  
249 6 units per building to 2-8 units per building.

250  
251 Council Member McOmber advised that they haven't allowed 8 units per building in other areas, and did  
252 not allow it when they first requested. He does not think this makes the neighborhoods better because it  
253 will reduce view corridors. He wants to make sure they are preserving corridors the best they can. He  
254 would like to see an upgrade to the design standards instead of downgrading them. He thinks that the  
255 product has gotten worse as the development has continued being built.

256  
257 The applicant respectfully disagreed with Council Member McOmber's assessment that the design has  
258 gotten worse as the development has progressed. He also pointed out that Village Plan 3 has the most  
259 open space of any of the other villages. He doesn't think that linking up two more buildings will reduce  
260 view corridors, he thinks it will open up the corridors.

261  
262 Council Member Willden would like to see where the change from 6 to 8 is impacting the area. He is okay  
263 with approving the layout change but he would like to see where the changes are taking place. He would  
264 like them to bring back where the 8 unit connected townhomes would be.

265  
266 **Motion by Council Member Willden to approve Jordan Promenade (Wander Village Plan 3 Major**  
267 **Amendment #2. Located Approximately Riverside Drive and 400 North. Oakwood Homes as Applicant.**  
268 **Ordinance 24-40 (9-3-24) Except that the change from 6 to 8 units to be brought back at a later date**  
269 **with additional information, and including any other staff findings and conditions seconded by Council**  
270 **Member McOmber.**

271 **Vote:**

272 **Council Member Chris Carn                      Yes**

273 **Council Member Lance Wadman                      Yes**

274 **Council Member Audrey Barton                      Yes**

275 **Council Member Stephen Willden                      Yes**

276 **Council Member Michael McOmber                      Yes**

277 **Motion carried 5-0.**

278  
2795. **Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapter 19.18 – Sign**  
280 **Regulations, Raising Cane's – Crystal Ferrell as applicant. Ordinance 24-41 (9-3-24).** Senior Planner  
281 Grandpre advised that the applicant, Raising Cane's, is seeking an amendment to Section 19.18 to permit  
282 architectural elements that serve as market branding without categorizing them as signs. The applicant is  
283 asking for approval of these revisions to specifically define and allow these types of installations.

284  
285 The applicant Crystal Ferrell gave a presentation to the City Council regarding what signs they are  
286 requesting and gave reasons why they are asking for the code changes.

287  
288 Council Member Barton advised that she gets nervous allowing any exceptions because of the precedence  
289 it sets. She loves the design and that they came back with a concept that fits the city better, but she is  
290 nervous what others may bring in the future.

291  
292 Council Member Wadman was also concerned that if they make the code change it will open the door to  
293 other applicants.

294  
295 Council Member Carn was concerned with how we got here. He is worried that planning commission is  
296 writing code with an applicant to try and make their concept work. He doesn't think he can agree to this  
297 because of the same reasons that have already been brought up.

298

299 **Motion by Council Member McOmber to deny Amendments to Title 19 Land Development Code of the**  
300 **City of Saratoga Springs, Chapter 19.18 – Sign Regulations, Raising Cane’s – Crystal Ferrell as applicant.**  
301 **Ordinance 24-41 (9-3-24) with staff findings and conditions and as per staff recommendation seconded**  
302 **by Council Member Wadman.**

303 **Vote:**

304 **Council Member Chris Carn** Yes

305 **Council Member Lance Wadman** Yes

306 **Council Member Audrey Barton** Yes

307 **Council Member Stephen Willden** Yes

308 **Council Member Michael McOmber** Yes

309 **Motion carried 5-0.**

310  
3116. **Redwood Square Preliminary Plat & Site Plan, located approximately Redwood Road and Aspen Hills**  
312 **Blvd., David Meredith as Applicant.** Planning Director Sarah Carroll advised this 5.14-acre development  
313 consists of five buildings over two lots and includes 24.56% landscaping with a trail along Redwood Road.  
314 UDOT has granted a conditional access permit onto and off Redwood Road. The applicant is also working  
315 with the adjacent properties to the north and south to provide access. The proposed site plan provides  
316 the required parking for several RC uses including retail, restaurant, and takeout. Based on the parking  
317 provided, there is not enough for medical uses, which require a higher parking ratio than retail. The  
318 development is governed by a development agreement restricting certain uses in the RC zone and shall  
319 comply with those limits as well as the RC zone.

320  
321 Jared Osmond was present as applicant.

322  
323 Council Member Carn mentioned to the applicant that he likes their product. He thinks that they are under  
324 parked at times because they are always so popular. He wants to make sure the neighbors are screened  
325 from hearing too much noise from the development.

326  
327 **Motion by Council Member Carn to approve Redwood Square Preliminary Plat & Site Plan, located**  
328 **approximately Redwood Road and Aspen Hills Blvd., David Meredith as Applicant with all staff findings**  
329 **and conditions seconded by Council Member Barton.**

330 **Vote:**

331 **Council Member Chris Carn** Yes

332 **Council Member Lance Wadman** Yes

333 **Council Member Audrey Barton** Yes

334 **Council Member Stephen Willden** Yes

335 **Council Member Michael McOmber** Yes

336 **Motion carried 5-0.**

337  
338 **ADJOURNMENT:**

339 There being no further business, Mayor Miller adjourned the meeting at 8:09 p.m.

340  
341 \_\_\_\_\_  
342 Jim Miller, Mayor

341 \_\_\_\_\_  
342 Dated

343  
344  
345 \_\_\_\_\_  
346 Nicolette Fike, City Recorder

# Mountain View Corridor South

Pioneer Crossing to Redwood Road

 **STUDY**  
by UDOT

## Saratoga Springs City Council Meeting

September 17, 2024

# State Environmental Study (SES)

## Proposed Action

A 10-mile southern extension of Mountain View Corridor from Cory Wide Highway (SR-73) to Redwood Road, near Pelican Point.

### Goals:



Enhance network connectivity and vehicle mobility in northwest Utah County.



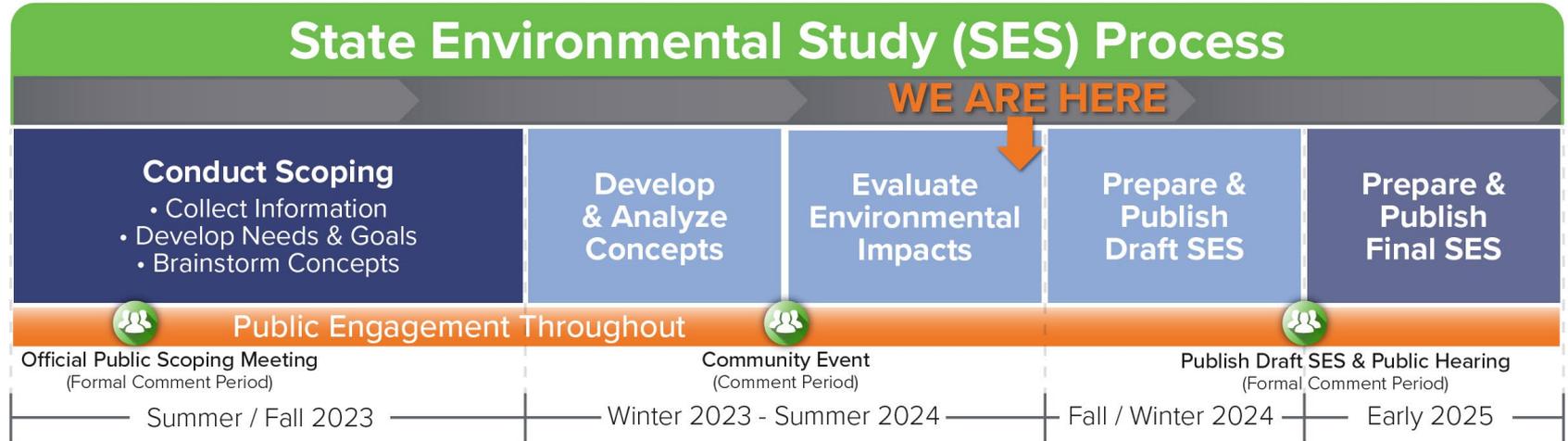
Improve road network connectivity and resiliency in southern Saratoga Springs.



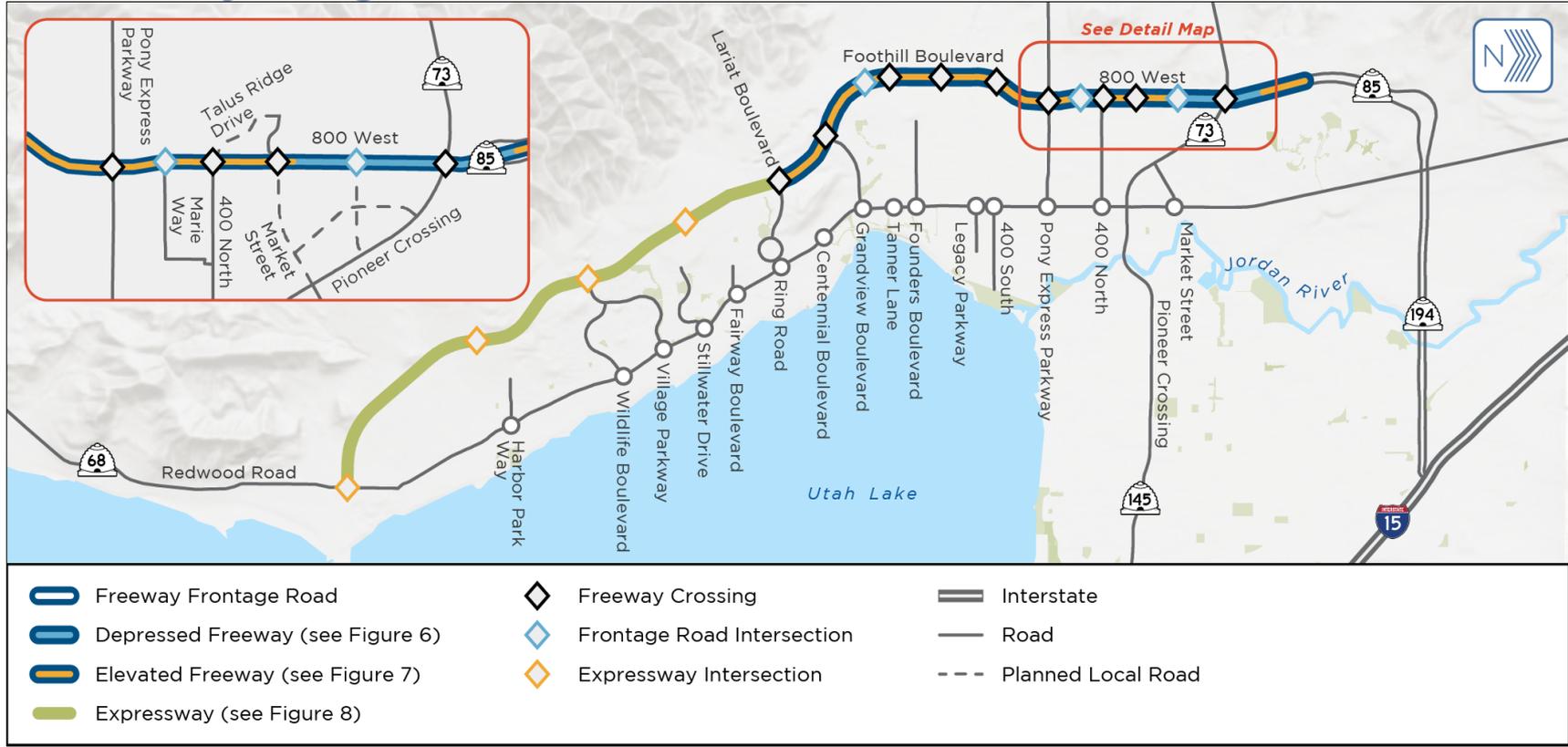
Support active transportation improvements parallel to the Proposed Action consistent with existing and planned routes.



# Schedule

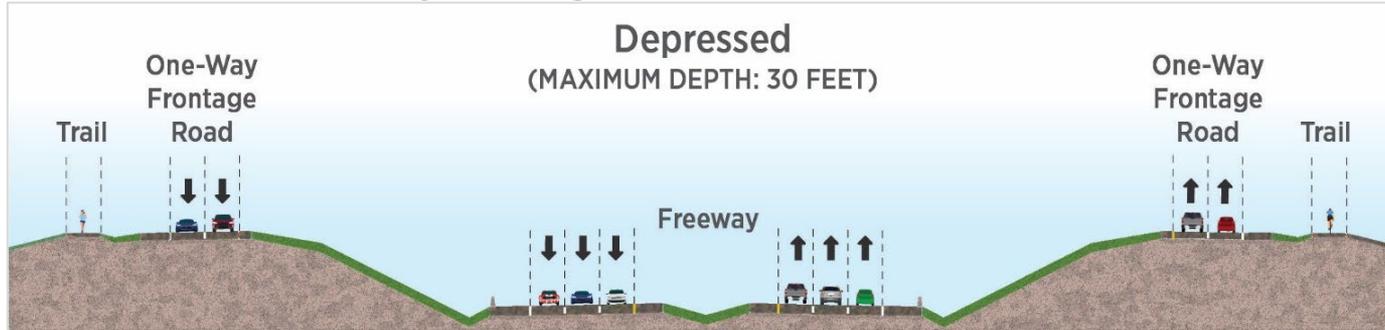


# Roadway Segments and Access Locations

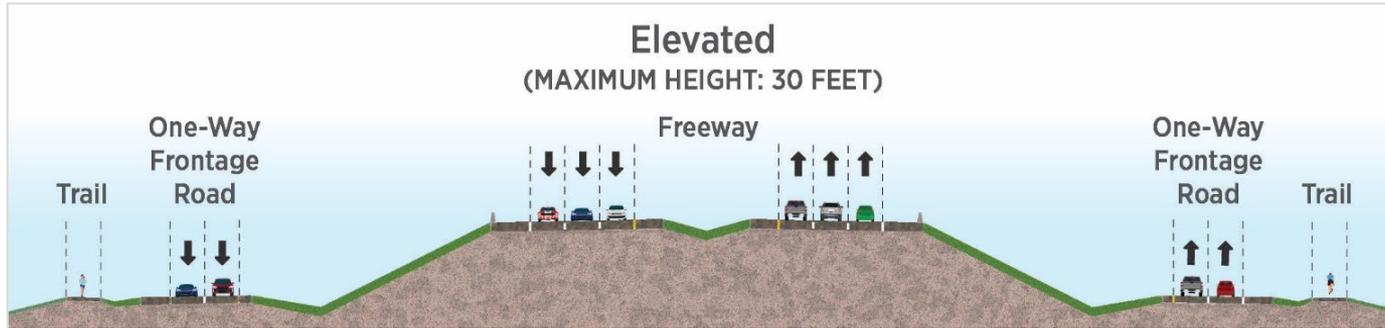


# Roadway Cross Section

## Freeway Frontage Road: SR-73 – Sunrise Park

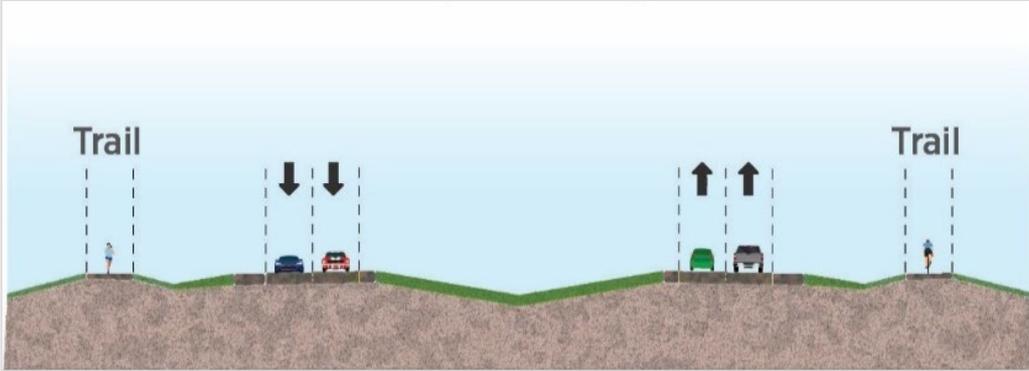


## Freeway Frontage Road: Sunrise Park - Lariat Boulevard



# Roadway Cross Section

Expressway Road: Lariat Boulevard – Redwood Road



# Public and Stakeholder Engagement (to date)

## Public Scoping

- Online Meeting (Oct. 11, 2023)
- In-person meeting (Oct. 12, 2023)
- Public Comment Period (Oct. 11 – Nov. 10, 2023)

## Preliminary Design Concept

- Splash Days (Jun. 6 – 8, 2024)
- Website Tools
  - Interactive Comment Map, Travel Pathway Visuals, and Cross-sections
- Public Comment Period (Jun. 4 – Jul. 5, 2024)
- Stakeholder Meetings
  - Landowners/developers, Saratoga Springs Engineering, Alpine School District, and Emergency Services



# Evaluate Environmental Impacts (ongoing)



Land Use

Hazardous Materials



Cultural Resources (archaeology)

Air Quality



Traffic Noise

Wetlands and Floodplains



Outdoor Recreation

Right-of-Way Acquisition



Community Facility

Visual / Aesthetics



# Next Steps

## ❑ Prepare and Publish SES

- Anticipated winter 2024



## ❑ Hold Public Hearing and Comment Period



Anticipated early 2025

## ❑ Publish Decision

- Anticipated spring 2025

# Project Contact Information



**Hotline: 385-283-0123**



**Email: [mvcsouth@utah.gov](mailto:mvcsouth@utah.gov)**



**Website: [udotinput.utah.gov/mvcsouth](https://udotinput.utah.gov/mvcsouth)**



***Sign up for project updates here!***

**MVC South**

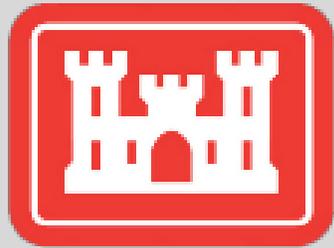
Pioneer Crossing to Redwood Road

**STUDY**  
by UDOT

**UTDOT**  
Keeping Utah Moving

# Discussion

## Questions and Answers



**U.S. Army Corps  
of Engineers**  
**Sacramento District**



# Presentation of Technical Work of Saratoga Springs Alluvial Fan Flooding

Working Together to Reduce Flood Risk

# Working Together to Reduce Flood Risk

**Michelle Brown**

Flood Risk Program Manager

**Morgan Marlatt, P.E.**

Chief, Hydraulic Engineering Section

**Taryn Lausch**

Geologist

**Sasha Lussier, M.S.**

Water Resources Planner



**U.S. Army Corps  
of Engineers**  
**Sacramento District**

\*Information labeled CUI in this presentation contains  
Controlled Unclassified Information and is protected by law,  
regulation, or government wide-policy.

# Project Background

- The City has experienced flooding and debris flows in the past that have affected residential developments.
- The worst debris flow event was after the Dump Fire (2012) burned approximately 6,000 acres in the Lake Mountains and a rainfall event generated and transported approximately 70,000 tons of debris flow that caused damage to homes, roads, and other infrastructure.
- Previous study (2020) identified fourteen active alluvial fans that have the potential to affect the City.
- The City has constructed two debris basins and has planned five additional debris basins.



# Project Goals and Approach

- **GOAL:** The goal of this project was to further evaluate risks and mitigation strategies associated with alluvial fan flooding in Saratoga Springs, UT.
  - Guidance to help inform development
  - Information to inform mitigation projects – debris basins
- **APPROACH:** To further support the City's flood-preparedness efforts and ability to make risk informed decisions, in 2022 USACE initiated another phase of the project to inform the City of :
  1. Flooding that may result if a range of rainfall events were to occur.
  2. Expected geomorphic hazard (landslide or movement of the earth) given the past and present geologic conditions.
  3. Range of expected debris flow volumes that could be generated within a watershed for various rainfall amounts.



Photo: CRS Engineers Debris Flow Mitigation Saratoga Springs, UT

# Terminology

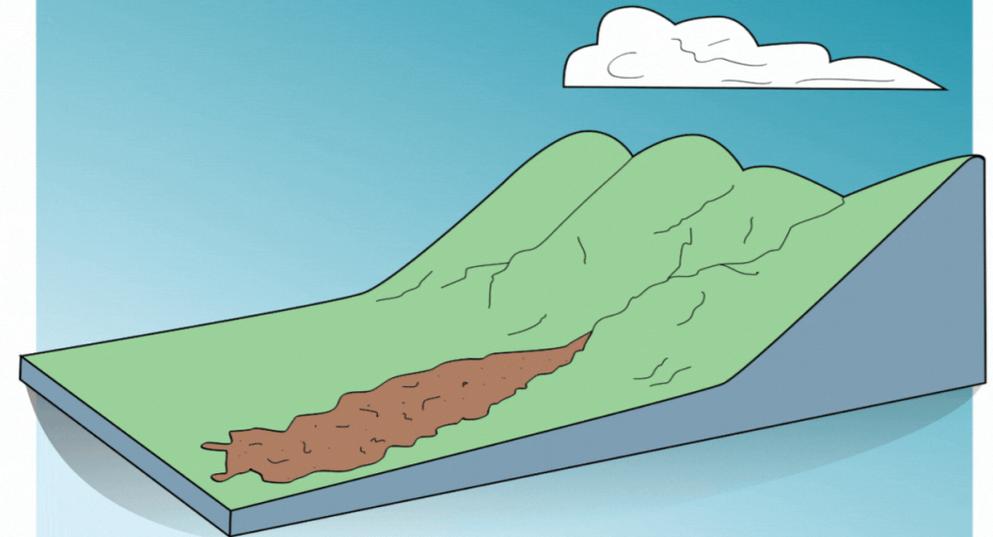
## Alluvial Fans

An accumulation of sediment that fans outwards from a concentrated source, such as a narrow canyon.



## DEBRIS FLOW

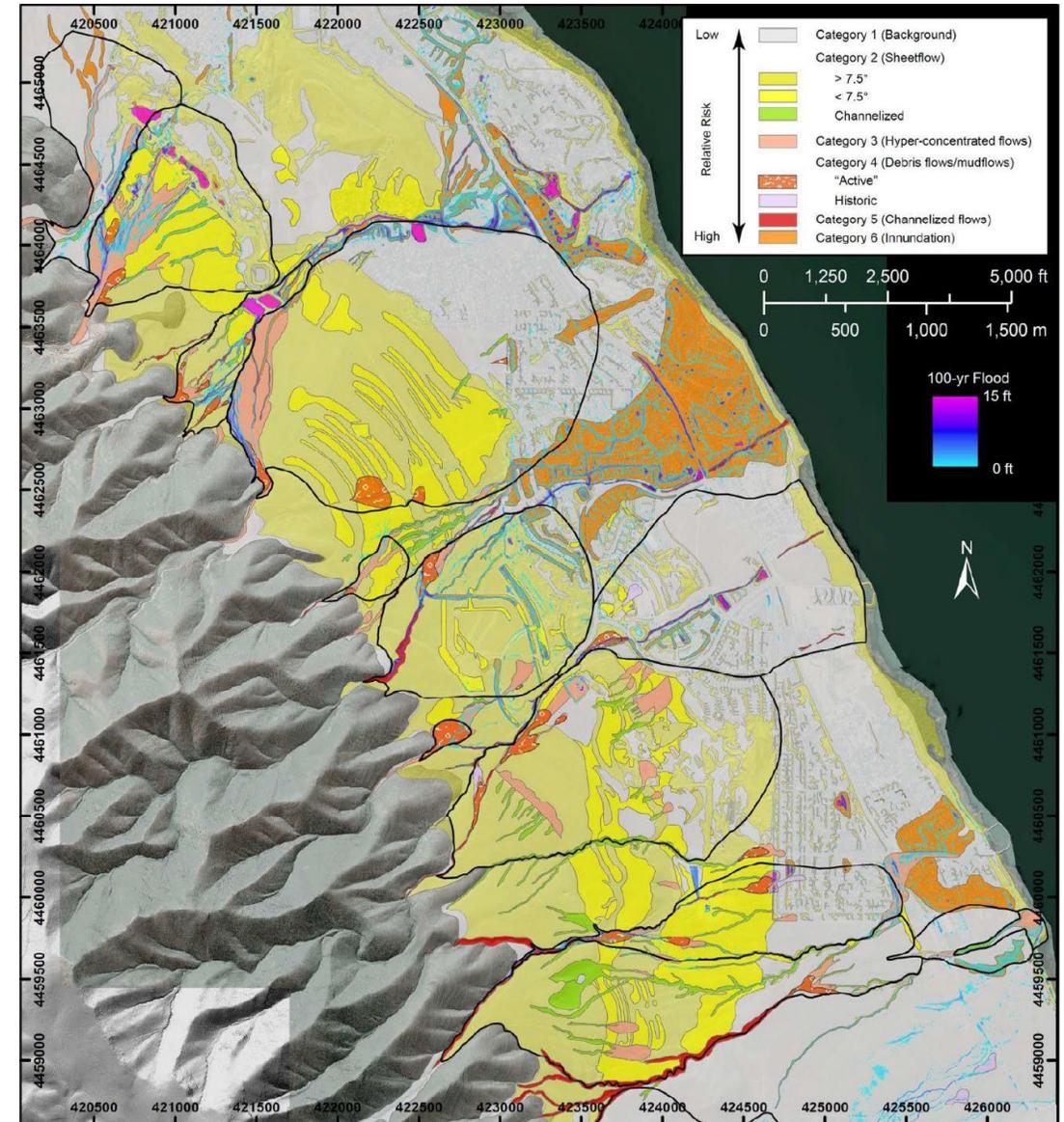
Rapidly moving mix of water, mud, trees, and other materials that flows downvalley and can travel great distances.



TYPES OF LANDSLIDES

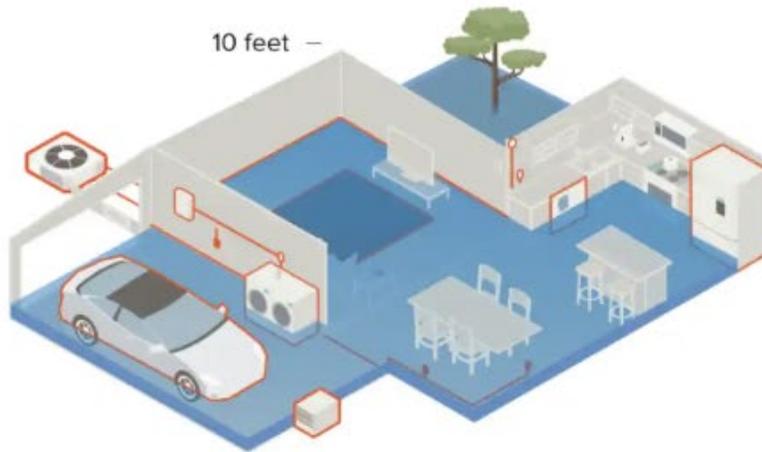
# Geologic Hazard Assessment

- Risk mapping was conducted by studying the shape of the fan surface, with support from observations made during the site visit and analyzing aerial photographs
- Risk mapping in this study is tied to geologic processes
  - Categories range from 1-6, the highest risk categories are 5 and 6 (channelized flows and inundation)
- The geologic hazard analysis does not display substantial evidence of past debris flows
  - Active zones appear limited to minor portions of the large fans
- The highest risk for damaging flows occurs near the top of the fan where confined flows are released and become unconfined, spreading out over the fan surface
  - Damaging flow events are most likely to occur during a large rainfall event after a major fire



The depth of floodwater has a big impact on what could be affected in a flood.

### 1 foot+ of water



If 1 foot of water enters a home, electrical outlets, furnaces, and HVAC systems can be damaged.

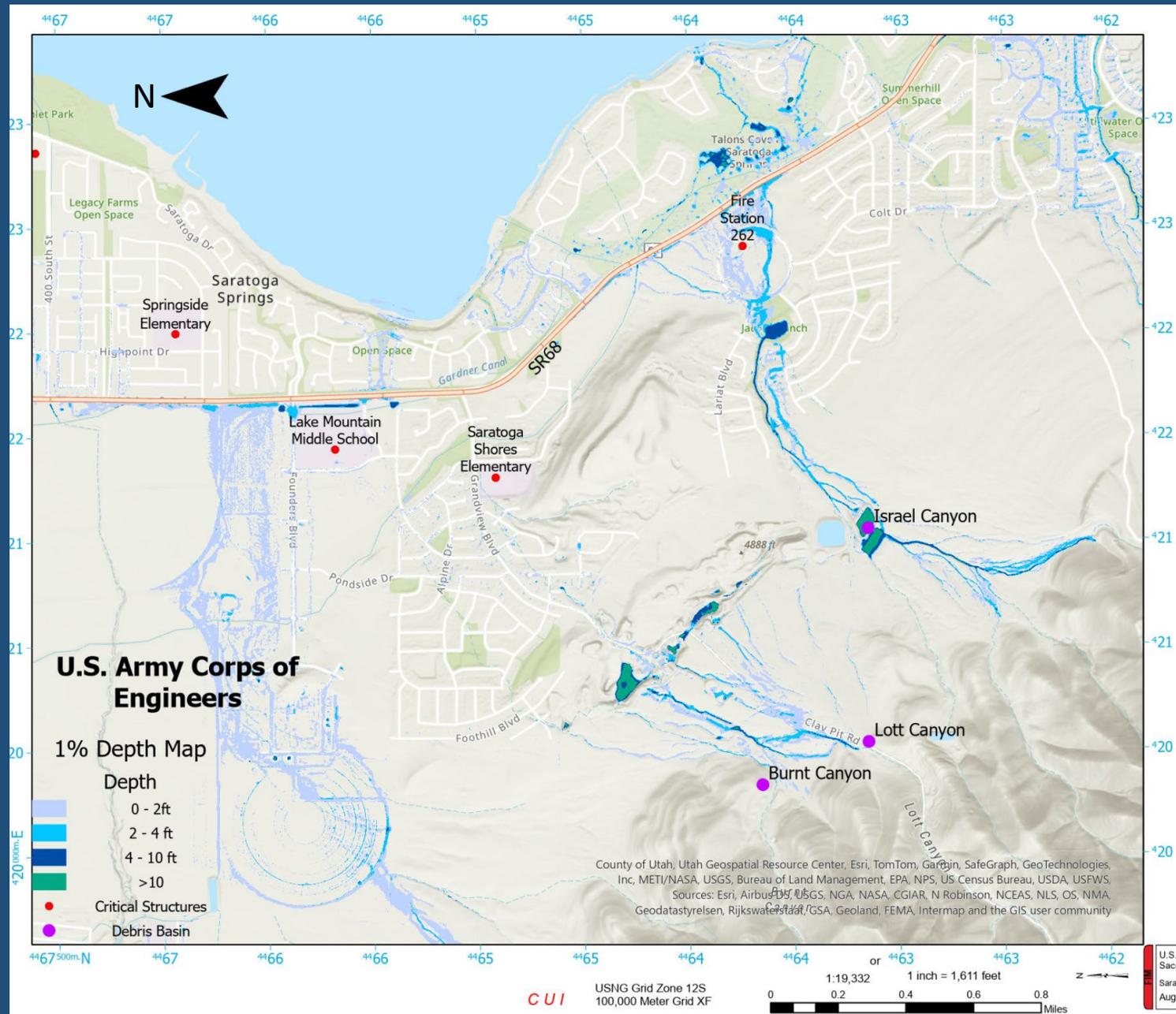
### 3 feet+ of water



At 3 feet, floodwater can cause damage to the building's infrastructure, water supply, sewage, and plumbing systems.

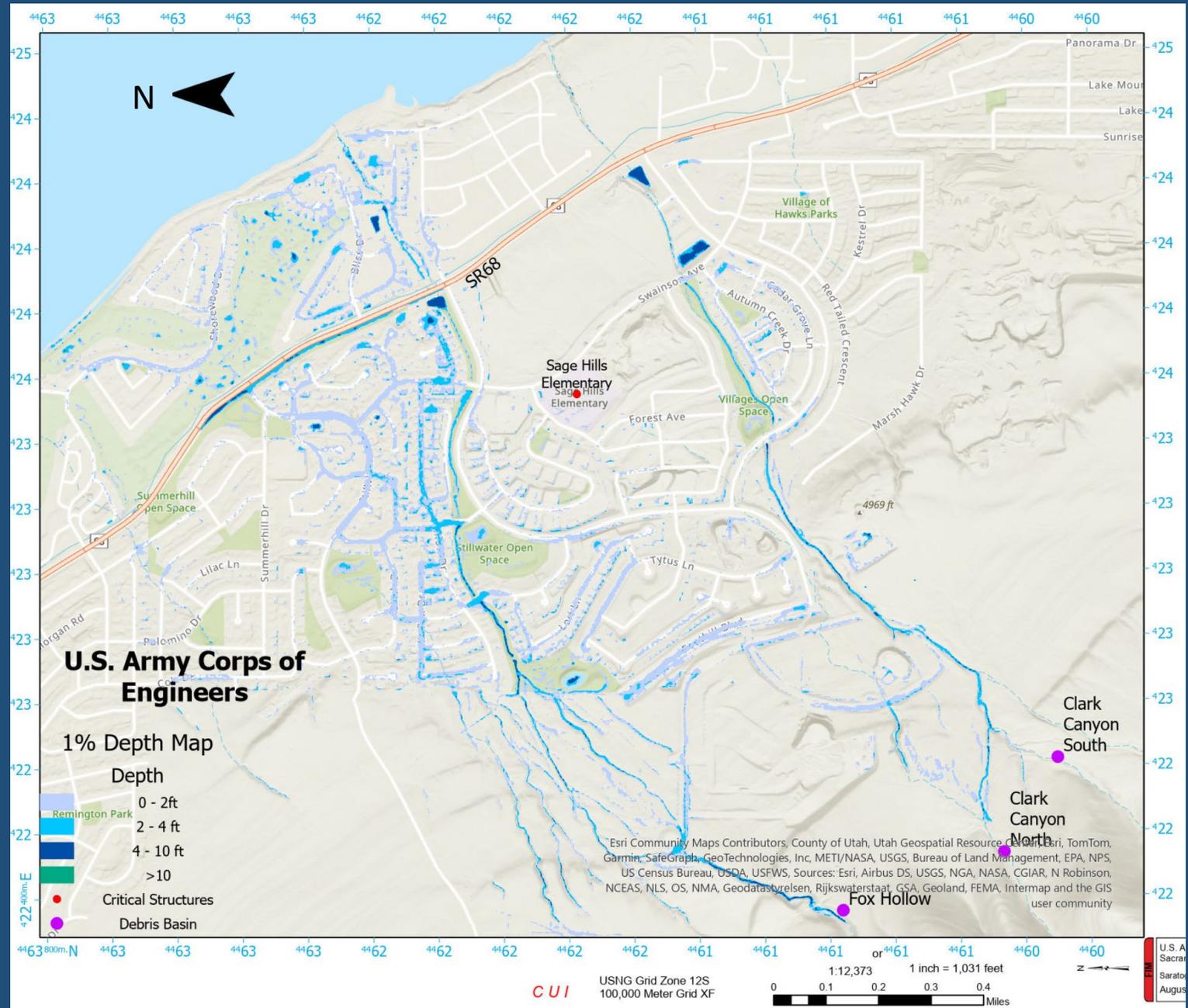
# 1% Floodplain

- Likelihood of occurring in a single year is 1%,
- Will likely happen once within a 100-year time frame,
- But does not mean then next one is 100 years away.



# 1% Floodplain

- Even **6 inches** of fast-moving flood water can knock you off your feet
- a depth of **2 feet** will float your car!
- **NEVER** try to walk, swim, or drive through such swift water.
- If you come upon flood waters, **STOP! TURN AROUND AND GO ANOTHER WAY.**



# 1% Floodplain

- These are not FEMA Flood Insurance Rate Maps(FIRM).
- These maps are not for flood insurance purposes.



# Debris Flow

---

- Hydraulic Model updated to reflected debris flows (non-Newtonian behavior).
- Performed for the highest hazard alluvial fans
  - Fox Hallow
  - Israel Canyon
  - Clark Canyon North
- Debris flow maps showing:
  - maximum expected runout extents
  - maximum expected debris depths in the developed areas.



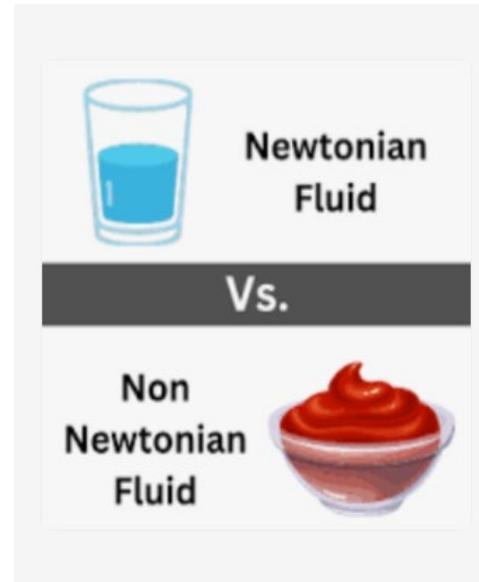
Debris flow damage Saratoga Springs, UT. Source: KSL.com

# Terminology

## Non-Newtonian Fluid

A substance that acts like a liquid when you move it slowly but can behave like a solid when you apply a quick force, like hitting.

These fluids (such as honey, ketchup, or oobleck) change consistency depending on how much force is applied. This differs from regular liquids (water) which have the same "thickness" regardless of how you move them.



## Debris Basins

A structure that captures debris flow; including sediment, gravel, boulders, and vegetative debris that washes out of nearby canyons during heavy rains. This debris basin proactively captures large objects from entering the downstream neighborhoods.



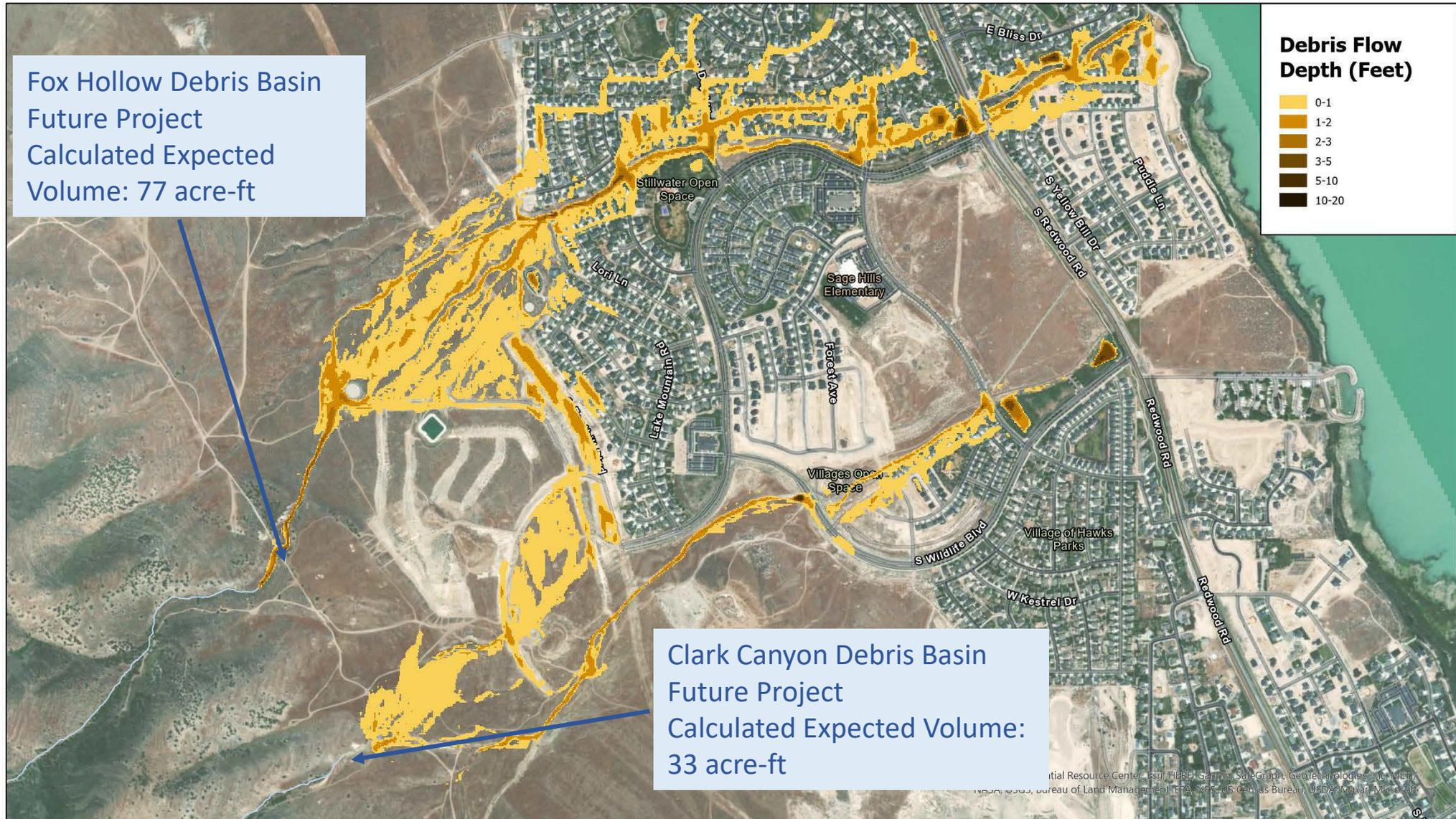
Losee Canyon Debris Basin, Saratoga Springs, Utah.

Source: [Losee Canyon Debris Basin - CRS Engineers](#)





# Maximum Expected Runout Extents, Fox Hollow and Clark Canyon North



Refer to Map Notes for disclaimer, flood warnings, stream gages, and data sources.  
Prepared By CESP-K-EDH-A

Spatial Reference  
Name: NAD 1983 StatePlane Utah  
Central FIPS 4302 Feet

Scale: 1:10,000 or 1 inch = 833 feet  
0 0.25 0.5 Miles



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Saratoga Springs, Utah  
October 2023



# Maximum Expected Debris Depths, Israel Canyon



Refer to Map Notes for disclaimer, flood warnings, stream gages, and data sources.  
 Prepared By CESPK-EDH-A

Spatial Reference  
 Name: NAD 1983 StatePlane Utah  
 Central FIPS 4302 Feet

CUI

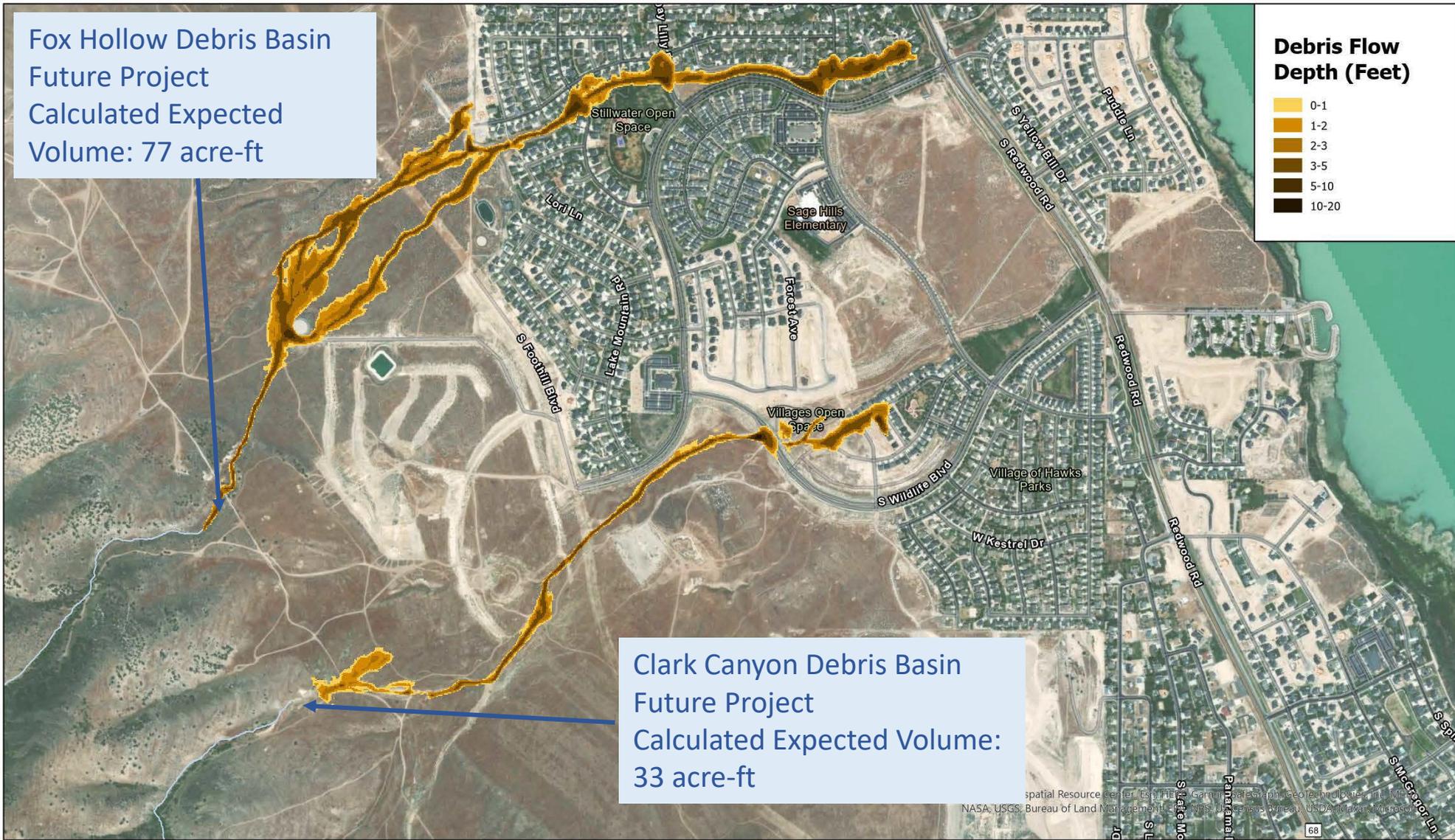
Scale: 1:11,500 or 1 inch = 958 feet



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# Maximum Expected Debris Depths, Fox Hollow and Clark Canyon North



Refer to Map Notes for disclaimer, flood warnings, stream gages, and data sources.  
Prepared By CESPK-EDH-A

Spatial Reference  
Name: NAD 1983 StatePlane Utah  
Central FIPS 4302 Feet

Scale: 1:10,000 or 1 inch = 833 feet



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# Debris Basins

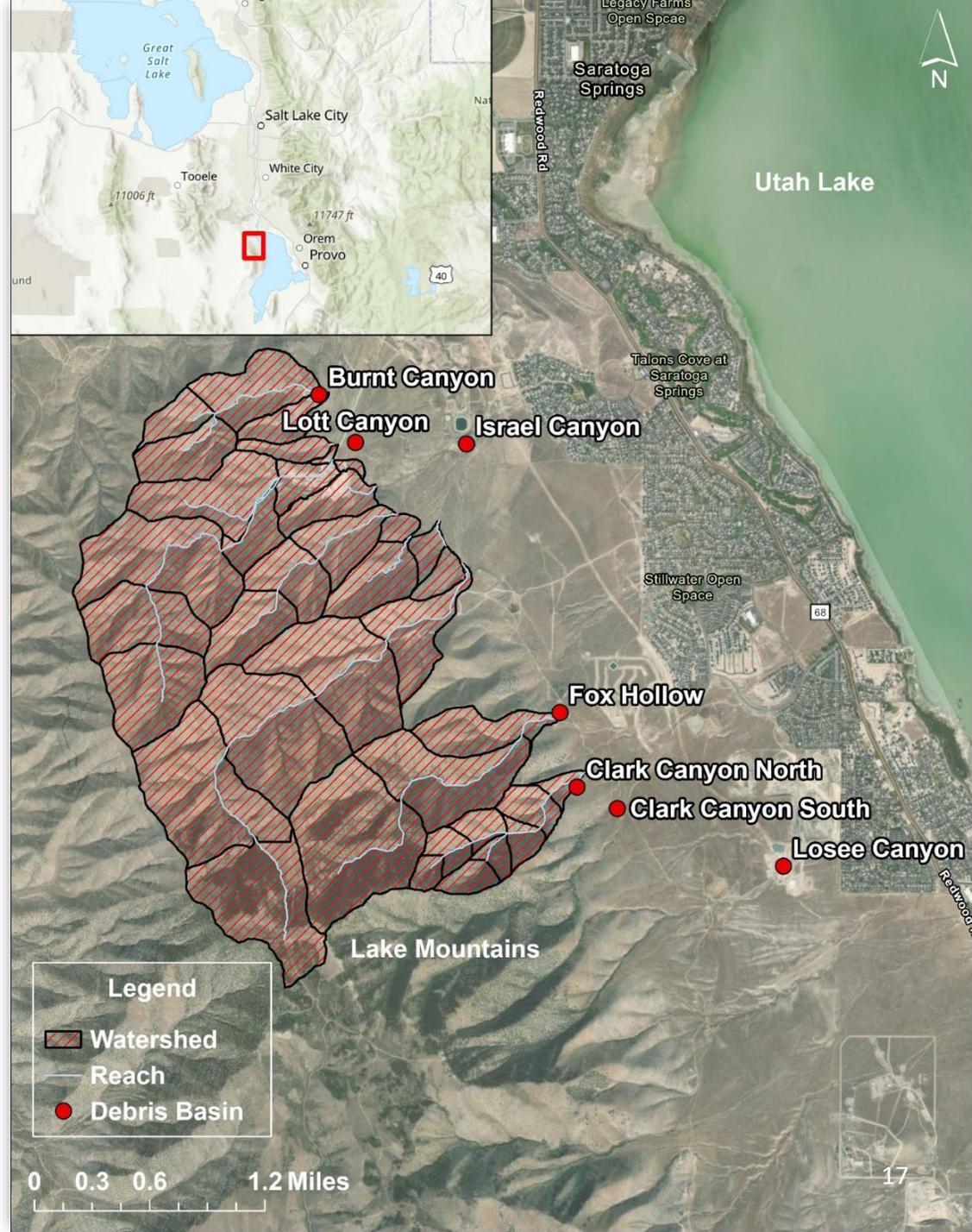
- The City has constructed two debris basins and has planned five additional debris basins.
- The USACE calculated expected ranges of debris volumes to aid in sizing the planned debris basins.

## Completed

- Israel Canyon
- Losee Canyon

## Planned

- Burnt Canyon
- Lott Canyon
- Fox Hollow
- Clark Canyon North
- Clark Canyon South



# Managing Risk

## Policies and Practices:

- Emergency Action Plans
- Risk communication to residents living near active alluvial fans with instructions to prepare for flooding and debris flow
- Flood Warning Systems
- Designating alluvial fan areas not developed on as parks, outdoor amphitheatres, and other nonpermanent structures
- Modify homes already built on high-risk alluvial fans (elevation of structures or flood proofing, ie walls that face the canyon, relocation of furnace, water heaters, appliances and electronics to higher locations).

## New Protective Structures:

- Debris basins
- Reservoirs or Levees
- Enhanced Channel Modifications
- Debris Fences
- Grade Control Structures
- Reinforced Channels



Photo: Losee Canyon Debris Basin  
Source: CSR Engineers

# NEXT STEPS

- 1) Continually update hydraulic modeling to reflect current conditions. (USACE models were for conditions 2019-2022).
- 2) Communicate risk assessment results to stakeholders.
- 3) Review existing local mitigation actions or plans and incorporate and prioritize new risk reduction actions to manage alluvial fan flooding risk.
- 4) Implement zoning ordinances to reduce or disallow construction in flood and debris flow prone areas.



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# Questions



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