



AGENDA – City Council Meeting

Mayor Jim Miller

Mayor Pro Tempore Stephen Willden

Council Member Audrey Barton

Council Member Christopher Carn

Council Member Michael McOmber

Council Member Lance Wadman

CITY OF SARATOGA SPRINGS

Tuesday, December 3, 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: Oath of Office for new police officers Darius Fort & Richard Pimentel.
5. Presentation: City Recorder MMC Designation.
6. 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.
4. Department Quarterly Reports: Community Development

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. Amendments to Title 19 Land Development Code of the City of Saratoga Springs, Chapters 19.02 - Definitions and 19.06 – Landscaping and Fencing for Lot Coverage Code Amendments. City initiated. Ordinance 24-49 (12-3-24).
2. Acceptance of the FY 2024 Audit.
3. FY 2025 Fraud Risk Assessment; Resolution R24-62 (12-3-24).
4. City Hall Sublease Agreement, Resolution R24-63 (12-3-24).
5. Approval of Annual City Council Regular Meeting Schedule. Resolution R24-64 (12-3-24).
6. Consent to Transfer of Title for Alpine School District property located in the boundary of the Interlocal of the New School District in West Utah County. Resolution R24-66 (12-3-24).
7. Approval of Minutes: Oct. 30, 2024 & Nov. 19, 2024.

BUSINESS ITEMS

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

1. Approval of New Planning Commissioners, 4-year terms, Scott A. Hill & Colton Miles. Resolution R24-65 (12-3-24).

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

PLEASE NOTE: The order of items may be subject to change with the order of the Mayor. One or more council members may participate by electronic telecommunication means such as phone, internet, etc. so that they may participate in and be counted as present for all meeting purposes, including the determination that a quorum is present.

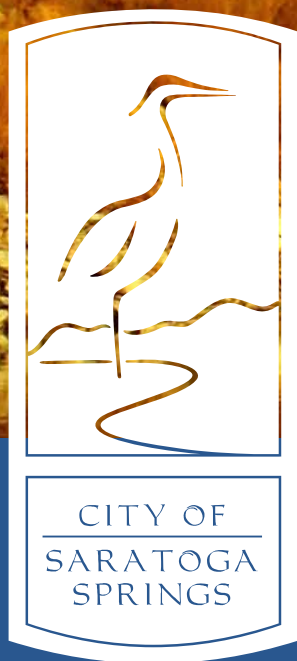
In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Recorder at 801.766.9793 at least two days prior to the meeting.

2. Approval of new planning commissioner for 3-year term, Chuck Carn. Resolution R24-68 (12-3-24).
3. Consolidated Fee Schedule Update – Sewer and Garbage Rate changes from TSSD and Bayview Landfill. Resolution R24-67 (12-3-24).
4. River View Townhomes Preliminary Plat & Site Plan, located at 1050 N Riverside Dr. David Meredith as applicant.
5. Expansion of Vested Mining Use from Utah County Parcel No. 59:087:0001, located in unincorporated Utah County, to Utah County Parcel Nos: 59:011:0085, 59:014:0020, 59:011:0029, 59:024:0001, 59:023:0027, 59:023:0003, 59:023:0005, and 16:003:0021, located in the City of Saratoga Springs, Utah; applicant: Todd Cusick, CMC Rock.

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



Community Development Department

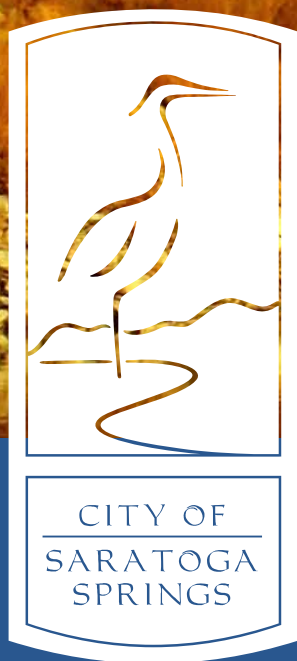
City Council Quarterly Update

December 3, 2024



Department Highlights

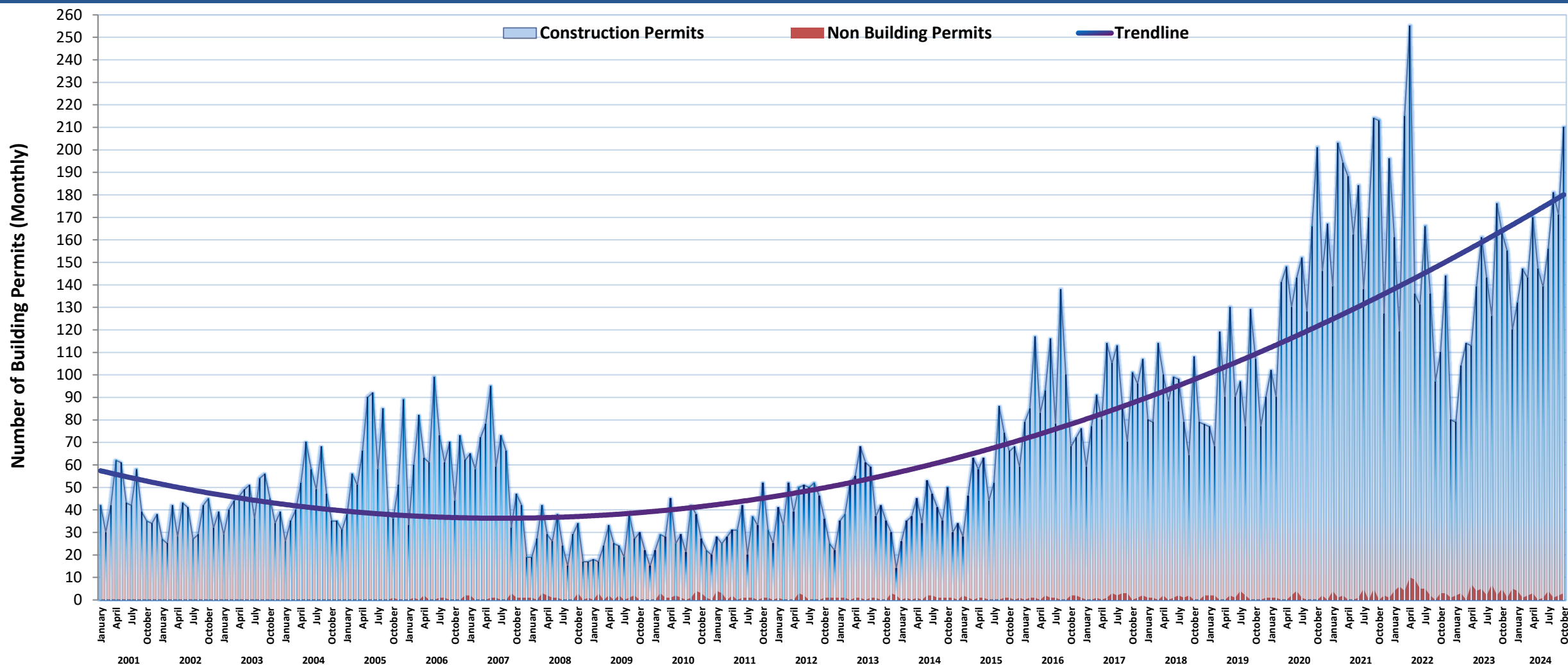
- **2024 Projections:**
 - Highest ever number of new Planning Applications
 - 2nd highest ever number of Building Permits
- **New Annexations:**
 - SLR/ASD New High School property, 162 acres
 - Pony Express City Well Site, 1.64 acres
- **All Building Permits & Planning Applications-** Digitized & on Website
- **Personnel:**
 - Mark Chesley retiring 1/9/25
 - Hiring new Building Official, Building Inspector, and new Planner 1
 - Promoted Sam Stout to Planner 2 and David Jellen to Senior Planner



Building Division



Monthly Building Permits 2001-2024





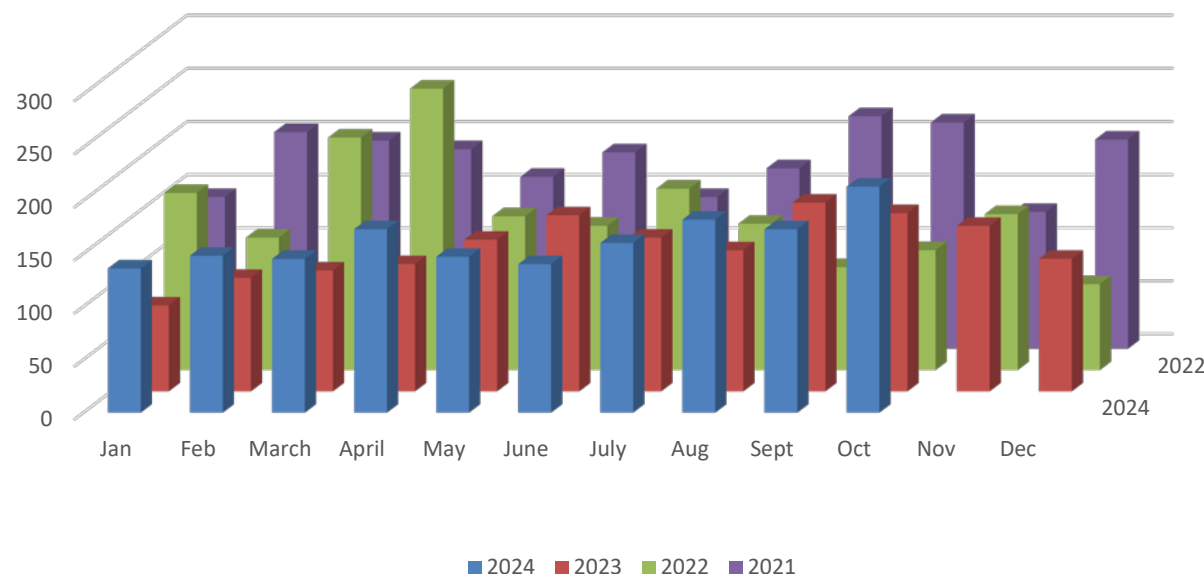
Building Division

Permits Issued 2021-2024

Total Building Permit Numbers 2024

- The number of permits issued thus far in 2024 have continue to trend ahead those numbers that we had in 2020.
- Our permit application are running at a level that would make 2024 the second highest permit year that the city has seen.
- Building Department completed the switch to a complete paperless and has incorporated the public portal in Cityworks for all permit types

Building Permits 2021-2024



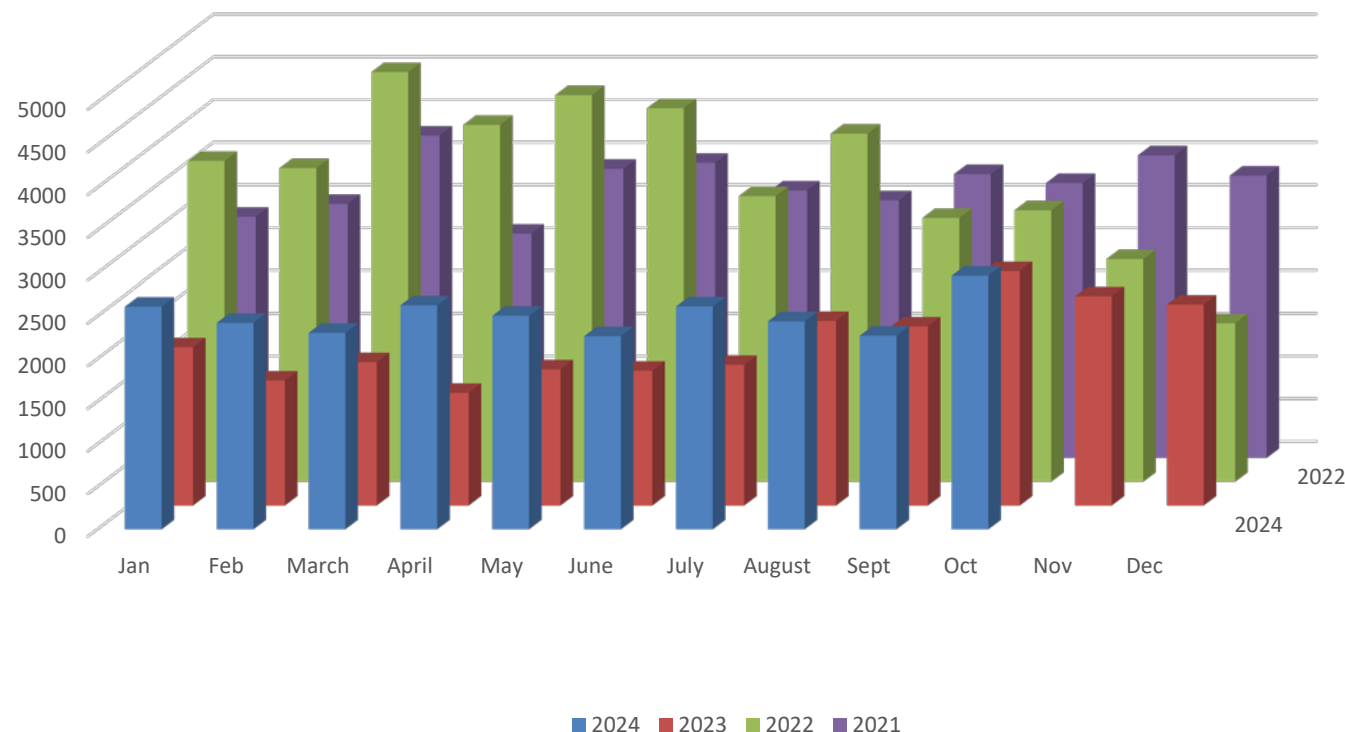


Building Division

Inspections Per Month 2021-2024

- The International Code Council recommends that an inspector be assigned between 10-15 inspection per 10 hr. work day in order to maintain a high quality of inspection quality.
- So far in 2023 and 2024 we are averaging between 15 and 20 inspections per day per inspector
- We have had a couple of inspectors move to other municipalities over the last few quarters and we are continuing to work to replace them with new qualified inspectors.

Inspections 2021-2024



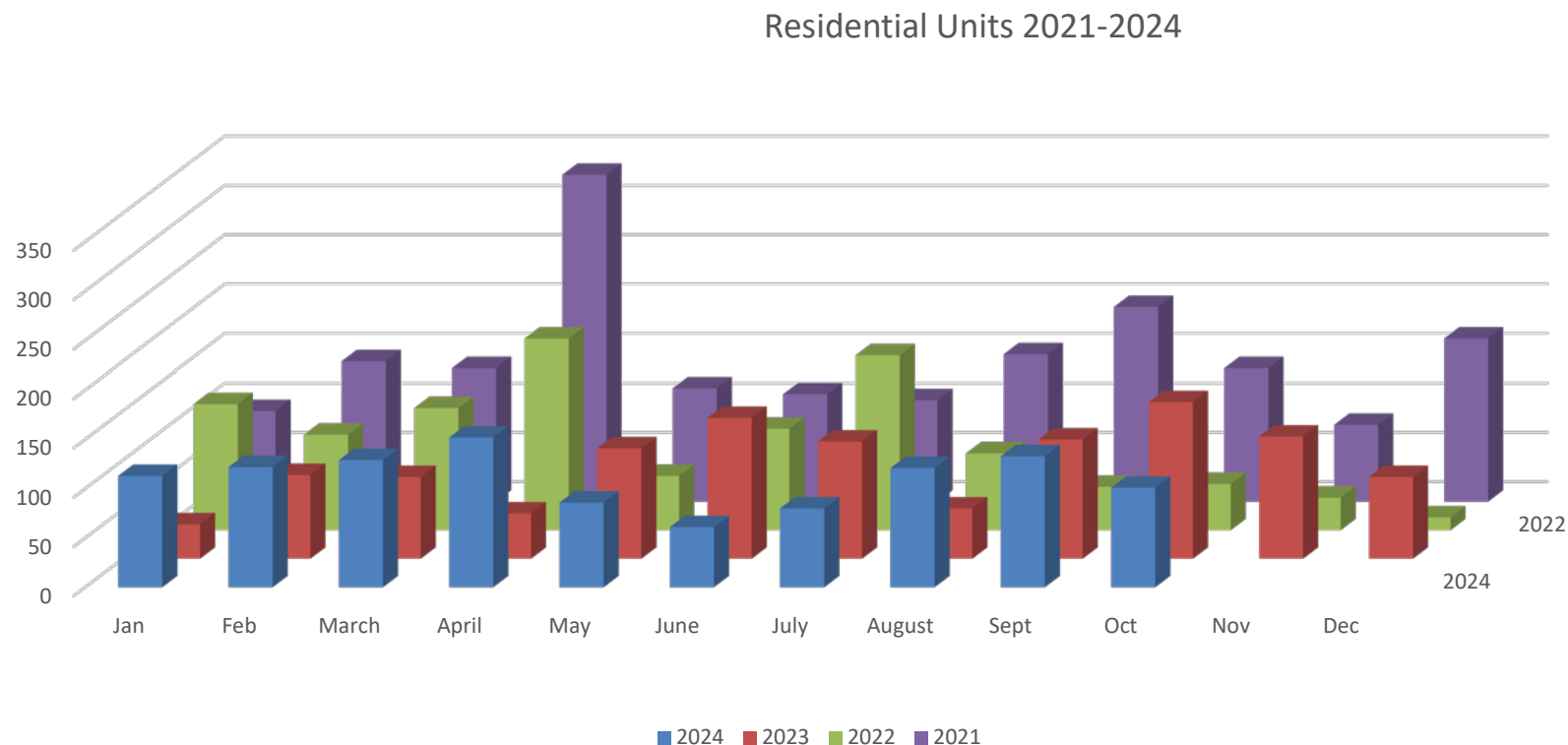


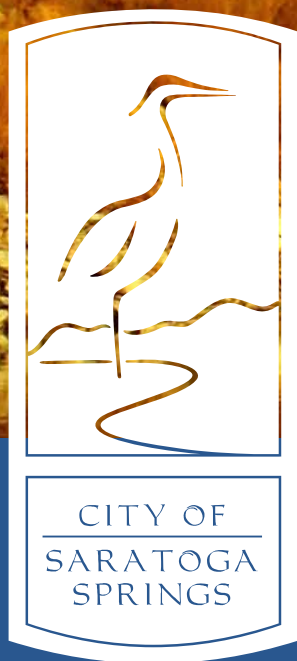
Building Division

Residential Units Issued 2021-2024

RESIDENTIAL UNITS IN 2023 and 2024 have begun to show a trend that is consistent with the 4 years before the covid rush

APRIL 2021 NUMBER INCLUDE THE PERMITS ISSUED FOR THE ASCEND APARTMENTS





Planning Division



Planning Division

2024 4th Quarter Highlights (Aug. 21 through Nov. 25)

Code Amendments:

Approved:

- 9/3, MW Design Standards
- 10/1, Gateway Overlay Parking
- 10/1, IADU Code Update
- 10/15, Sign Code Update
- 10/15, Arch Standards for Rear Elevations, Municipal Buildings

Drafts in Progress:

- Lot Coverage Amendment
 - 9/26, PC Public Hearing, 12/3 CC Public Meeting
- Gateway Overlay, Additional Design Standards
 - 12/12 PC Hearing scheduled, CC scheduled after PC
- Subdivision Review Cycle Update per LUDMA
 - 12/12 PC Hearing scheduled, CC scheduled after PC
- Various others

Rezones and/or General Plan Amendments:

- 10/1, GP Amendment, Pelican Point Area
- 10/15, Lakeview Academy Rezone, A to I/C

Annexations:

- 12/19, Intent to Annex Pony Express Well Site
- 12/19, Intent to Annex ASD/SLR Site
- SITLA 1210 acres (coming soon)

Residential:

19 Plats Recorded:

- Founders at Beacon Pointe Amendment
- Steele Ridge Plaza Amendment
- Utah Lake Estates Plat B
- Wander H1
- Wildflower, several plats
- Wiltshire Estates Amendment

New CP's under review:

- LHM/SITLA, 1210 acres

VP and NP's, Approved or Under Review:

- Mt Saratoga VP 4 under review
- Wildflower VP 9 under review

Projects under review:

- Jacobs Ranch Plat T
- Riverview Plaza Townhomes Site/prelim
- Mt Saratoga, several plats
- Sierra Estates Ph3
- South Springs SF Concept
- Wander, several plats
- Westview Estates
- Wildflower, several plats

Commercial:

Approved:

- Picklr Parking
- Redwood Square Prelim/Site
- SS Commercial Lots 607, 612, 613 Site Plan
- The Big Green Site Plan Amend
- Thrive Drive Daycare Site Plan

Under Review:

- Bell Dental Site Plan
- Lakeview Academy Expansion Site Plan
- IHC Specialty Care Site Plan
- North Marina Ph 2 Site Plan
- Northern Frontier Lot 4 Site Plan
- Precision Medical Site Plan
- Saratoga Towne Center Lot 305 Site Plan
- Spring Heights Site Plan

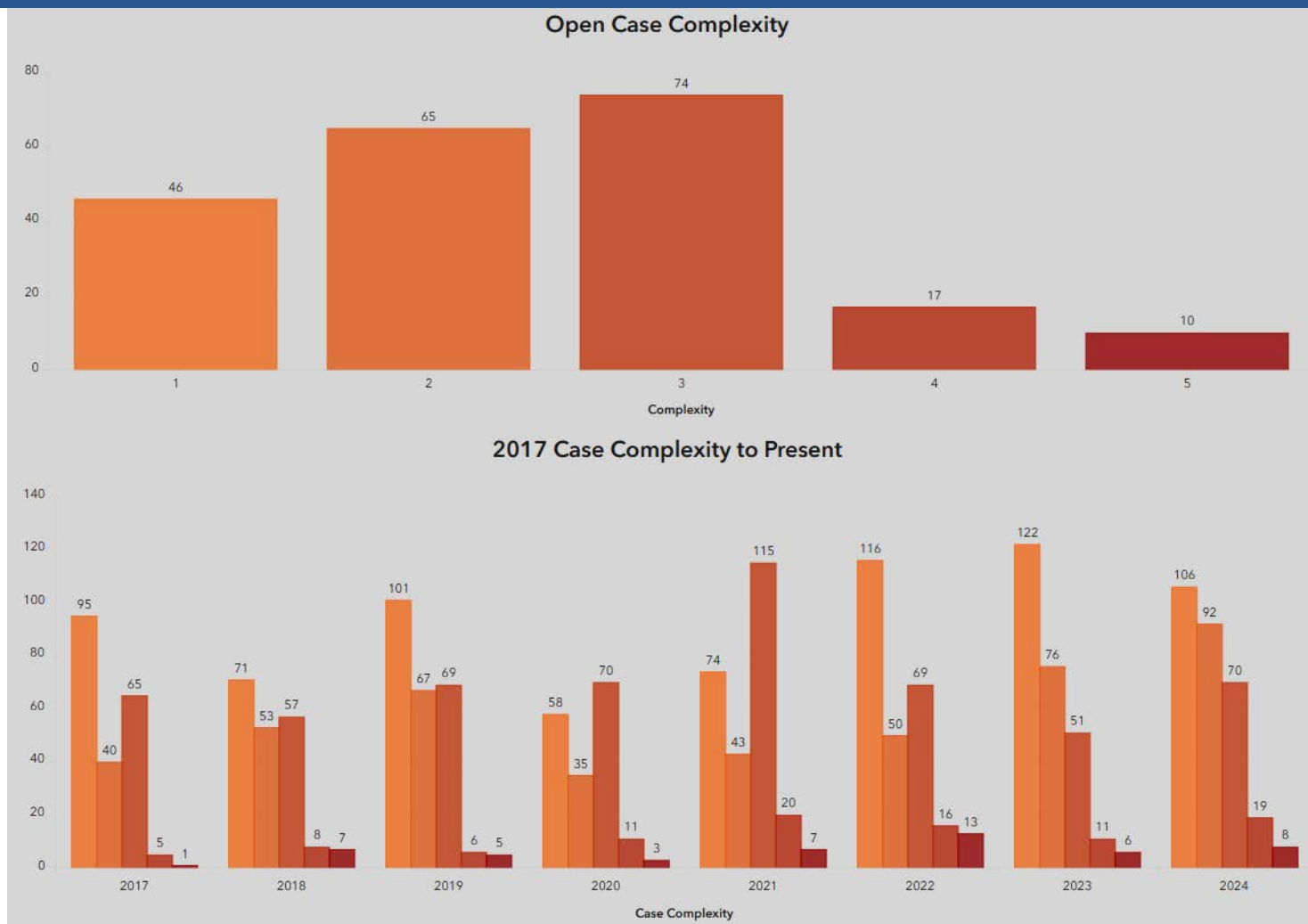
Other Non-Residential:

- Israel Canyon Church Site Plan
- Grand Sierrra Way Church Site Plan
- RMP substation in Fox Hollow
- Sewer Lift Station 11
- Wildflower Primrose Church Site Plan



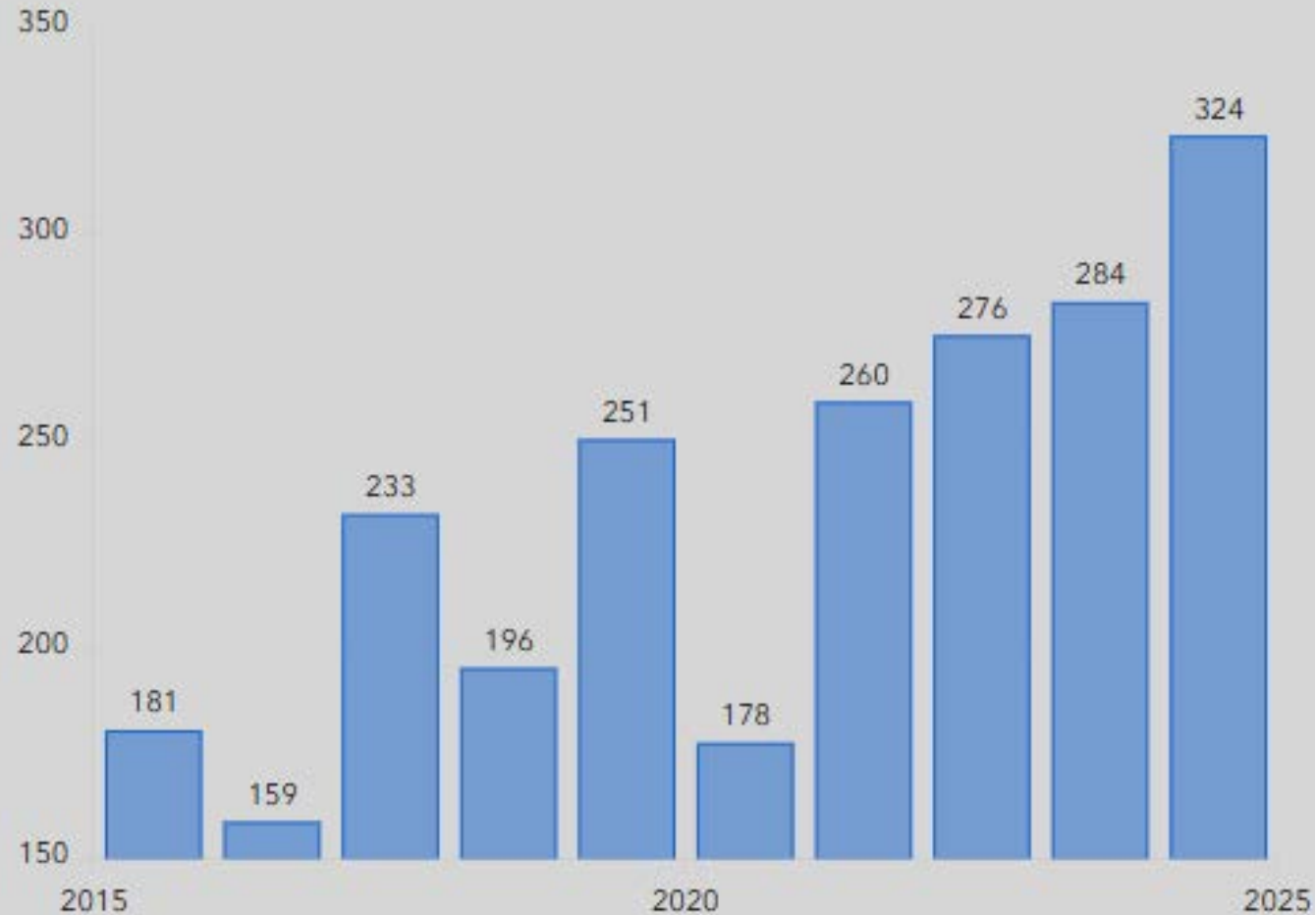
Planning Division - Open Case Complexities

212 Open Cases





Planning Division - 324 New Applications in 2024





Code Compliance 2024

Case Data for 2024 YTD:

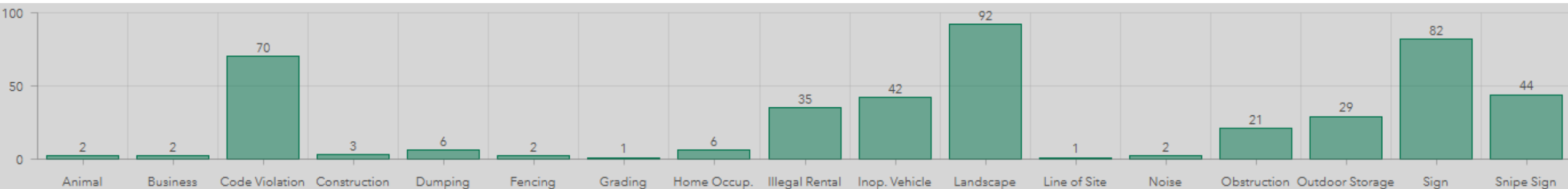
- 119 Open Code Cases as of 11/25/24
 - 267 Cases Created in 2024 YTD
 - 119 Cases Closed YTD (some from 2023)
 - 57 Inspections for C of O finals (Commercial and Multi-Family)

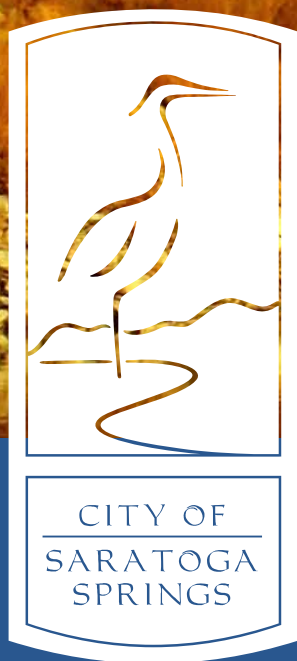
Additional Tasks:

- Initial Contact, no case opened - most commercial sign violations (not tracked)
- Pulled Snipe Signs

Highlights:

- 1 Court ordered abatement completed
- 23 Cases pending for Dec. 19 ACE hearing
- Attended Night out Against Crime and handed out Code enforcement coloring books and crayons
- Attended Library program where a code enforcement book was read to the kids

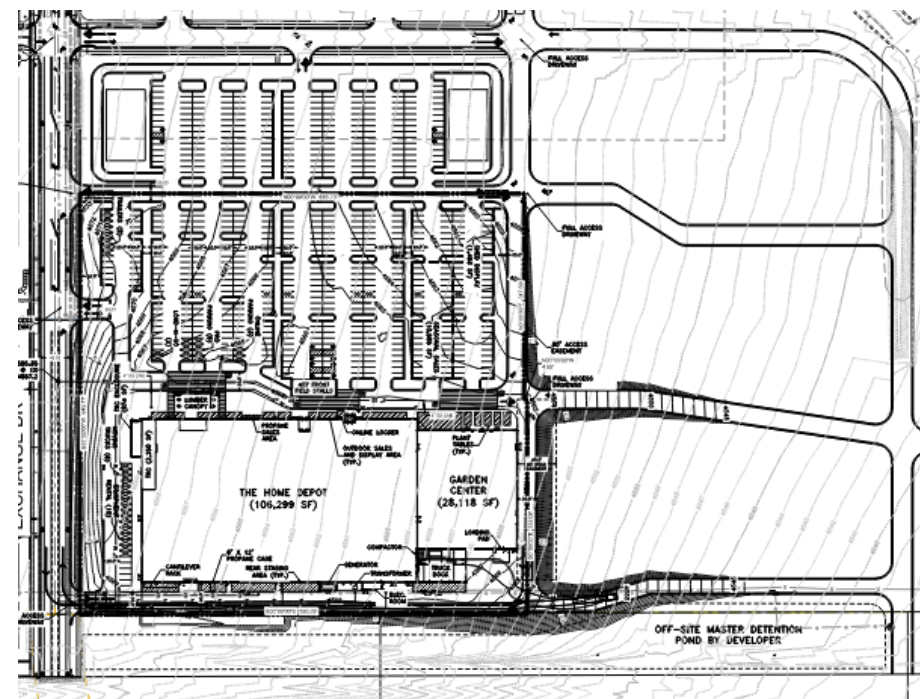




Economic Development Division



- We are working on development plans for a downtown concept plan. This will become available as we gather information.
- Update to the Strategic Plan
 - Focus on attracting office development
 - Focus on new job center
- SLR City Center District Area Plan update – *Currently underway and should be ready for council review early next year.*
- The property around Home Depot is continuing to develop and to date only one pad remains available.





Economic Development Division

Opportunities

- WPI Development (Home Depot and surrounding parcels continues to develop)
- DR Horton Property – Flex Office Warehouse
- Northridge – Flex Office, Warehouse & Hotel
- North Redwood Road – RC & Flex Office Warehouse
- U of U Property– Development plans to be started late 2024
- Hadco Property – Regional Commercial
- Properties next to North Marina – Mixed Waterfront
- New large grocer located near Home Depot plans near ready to submit.
- Wildflower Commercial - Flex Office, Warehouse, RC, CC
- Saratoga Springs Commercial Development (Crossroads Blvd & Redwood Road)
- With the development of our new downtown, new opportunities for additional businesses will be coming
- Future entry monument at Steelridge





Economic Development Division

Coming / New Businesses

- Near Home Depot:
 - Since Home Depot's grand opening several new businesses have been underway. Jack in the Box, Valvoline Oil, Raising Canes, Panera, Key Bank, Einstein's Bagels, Village Baker and more.
- Others:
 - Other examples are Fazoli's, Tommy's Car wash and more to be announced later. In-N-Out distribution center, R&R Tactical and shooting range, Popeye's Chicken, Dos Patrios, Big Blue Swim school, The Dunked Cookie, Einstein Firehouse subs, Teriyaki Grill, TJ Maxx, PetsMart, Boot Barn, Sephora an undisclosed hotel user and others that haven't made application yet.





Code Amendment
Chapter 19.02 and 19.06
December 3, 2024
Public Hearing

Report Date:	November 26, 2024
Applicant:	City Initiated
Location:	Citywide
Previous Meetings:	N/A
Previous Approvals:	N/A
Type of Action:	Legislative
Land Use Authority:	City Council
Future Routing:	City Council
Planner:	Kendal Black, Planner II

A. Executive Summary:

The Planning Department keeps a running list of minor and major changes that are needed to provide additional clarity and effectiveness, remove inconsistencies and typos, and incorporate best practices, and has the goal of adopting amendments throughout the year to keep the Code current. Staff have identified desired changes specific to lot coverage.

Recommendation:

On September 26, 2024, Planning Commission forward a positive recommendation for approval with the suggestion that staff add more criteria to definition before taking this to the City Council; the Planning Commission discussion mentioned in-ground pools, fire pits, hot tubs, and such. The proposed draft has been updated to include such items in the definition

Staff recommends that the City Council conduct a public hearing on the code amendment, review and discuss the proposal, and choose from the options in Section G of this report. Options include approval with or without conditions, denial, or continuation.

B. Specific Request:

Changes to Code Sections in Chapters 19.02 and 19.06 including removing “accessory uses” from the “*Lot Coverage*” definition, removing “tennis courts and sports courts” from the “*Structure*” definition, and adding a provision requiring excess or concentrated drainage to be contained onsite or directed to an approved drainage facility. Drainage is not allowed to be directed onto neighboring properties. There is also a requirement that the grade shall fall a

minimum of six inches within the first ten feet to direct flows away from the foundation of the home consistent with building code.

C. Process:

Section 19.17.03 outlines the process criteria for Planning Commission and City Council Review:

1. The Planning Commission shall review the petition and make its recommendations to the City Council within thirty days of the receipt of the petition.
***Complies.** There is no application as this is City initiated and has been presented for a recommendation to the City Council.*
2. The Planning Commission shall recommend adoption of proposed amendments only where it finds the proposed amendment furthers the purpose of the Saratoga Springs Land Use Element of the General Plan and this Title.
***Complies.** Please see Sections E and F of this report.*
3. The Planning Commission shall provide the notice and hold a public hearing as required by the Utah Code and Chapter 19.13. For an application which concerns a specific parcel of property, the City shall provide the notice required by the Utah Code and Chapter 196.13 for a public hearing.
***Complies.** Please see Section D of this report.*

D. Community Review:

Public Hearing: This was noticed as a public hearing prior to the Planning Commission meeting, pursuant to City and State statutes, which requires posting notice on the Utah public notice website and the City's website and in City Hall, at least 10 calendar days prior to the public hearing.

Public Comment: As of the date of this report, no public input has been received.

E. General Plan:

The proposed amendments, as they relate to the 2022-2042 General Plan Vision, Goals and Strategies for Land Use & Neighborhoods, are evaluated below.

Land Use and Neighborhoods, The Vision

"Land Use and Neighborhoods supports the general plan vision by preserving existing neighborhoods and requiring new attractive, healthy, and family-friendly neighborhoods. Neighborhoods will have a variety of housing types and amenities. As new development occurs, it will be supported by appropriate services and amenities, ensuring a high quality of life for existing and future residents."

Land Use Goal

Future development in Saratoga Springs reflects the community's preferred vision.

Staff conclusion: Consistent. *The proposed amendments will clarify code language and remove ambiguity related to lot coverage as well as improve the requirements related to lot drainage. The proposed changes will contribute to a high quality of life for residents which supports the community's preferred vision.*

F. Code Criteria:

Code amendments are a legislative decision and grant the City Council significant discretion when considering changes to the Code.

The criteria for an ordinance are outlined below and act as guidance to the Council and to the Commission in making a recommendation. Note that the criteria are not binding.

19.17.05 Consideration of General Plan, Ordinance, or Zoning Map Amendment

The Planning Commission and City Council shall consider, but not be bound by, the following criteria of Section 19.17.05 when deciding whether to recommend or grant a general plan, ordinance, or zoning map amendment:

1. The proposed change will conform to the Land Use Element and other provisions of the General Plan;
Consistent. *See Section E of this report.*
2. the proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;
Consistent. *The amendments will not adversely affect the health and welfare of the general public.*
3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City; and

19.01.04. Purpose. This section identifies the purpose of Title 19.

1. The purpose of this Title, and for which reason it is deemed necessary, and for which it is designed and enacted, is to preserve and promote the health, safety, morals, convenience, order, fiscal welfare, and the general welfare of the City, its present and future inhabitants, and the public generally, and in particular to:
 - a. encourage and facilitate the orderly growth and expansion of the City;
 - b. secure economy in governmental expenditures;
 - c. provide adequate light, air, and privacy to meet the ordinary or common requirements of happy, convenient, and comfortable living of the municipality's inhabitants, and to foster a wholesome social environment;
 - d. enhance the economic well-being of the municipality and its inhabitants;
 - e. facilitate adequate provisions for transportation, water, sewer, schools,

- parks, recreation, storm drains, and other public requirements;
- f. prevent the overcrowding of land, the undue concentration of population, and promote environmentally friendly open space;
- g. stabilize and conserve property values;
- h. encourage the development of an attractive and beautiful community; and
- i. promote the development of the City of Saratoga Springs in accordance with the Land Use Element of the General Plan.

Consistent. *The proposed amendments will contribute to an attractive a beautiful community.*

- 4. in balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change.

Consistent. *The amendments will provide additional clarity and effectiveness of the Code and better enhance the consistency in development review.*

- 5. any other reason that, subject to the legislative discretion of the City Council, could advance the general welfare.

G. Recommendation and Alternatives:

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

Option 1 – Approval

“I move that the City Council approve the requested code amendments to Title 19, Chapters 19.02 and 19.06, with the Findings and Conditions in the Staff Report.”

Findings

- 1. The application is consistent with the General Plan, as articulated in Section E of the staff report, which section is incorporated by reference herein.
- 2. The proposed changes comply with the criteria in section 19.17.05 of the Land Development Code, as articulated in Section G of the staff report, which section is incorporated by reference herein.

Conditions:

- 1. The code amendment are recommended as shown in the attachments to the Staff report.
- 2. Any other conditions or changes as articulated by the City Council:

Option 2 – Continuance

"I move to **continue** the proposed code amendments to Title 19, Chapters 19.02 and 19.06 to another meeting on [DATE], with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

1. _____
2. _____

Option 3 – Denial

"I move that City Council deny the requested code amendments to Title 19, Chapters 19.02 and 19.06 with the Findings below:

1. The amendments do not comply with Section 19.17.04, sub-paragraphs 1, 2, 3, and/or 4, as articulated by the City Council:
 - a. _____.

H. Exhibits:

1. Code Amendments

Chapter 19.02. Definitions

19.02.02. Definitions

172. “**Lot Coverage**” means the portion of a lot that is occupied by aboveground buildings or structures ~~including accessory uses~~.

300. “**Structure**” means anything constructed or erected above ground, or attached to something located on the ground, including buildings, radio and wireless telecommunication equipment, sheds, above-ground swimming pools, ~~tennis courts and sports courts~~, gazebos, decks (greater than 2’-6” in height or ~~above in-grade~~), and retaining walls.

Chapter 19.06. Landscaping and Fencing.

19.06.03. General Provisions.

1. Drainage across property lines shall follow International Residential Code (IRC) and International Building Code (IBC), as of 2024.

~~1.2.~~ Park strips shall be landscaped and maintained by the property owner who abuts the park strip, unless otherwise noted on an approved and recorded subdivision plat or site plan.

~~2.3.~~ All landscaped areas shall be maintained by watering, weed removal, lawn mowing, or any other activity required to maintain healthy and well-manicured landscaping.

~~3.4.~~ Trees which project over any sidewalk shall be pruned clear of all branches between ground and a height of eight feet for that portion of the plant located over the sidewalk.

~~4.5.~~ Landscaping and fencing shall maintain a clear sight triangle as specified in Section 19.06.11.

~~5.6.~~ All refuse areas shall be screened by approved fencing materials.

ORDINANCE NO. 24-49 (12-3-24)

**AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS,
UTAH, (“CITY”) ADOPTING AN AMENDMENT TO TITLE
19 OF THE SARATOGA SPRINGS CITY CODE AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, pursuant to Utah Code § 10-3-707, the City Council of the City of Saratoga Springs, Utah (“City Council”) previously adopted ordinances codified in Title 19; and

WHEREAS, pursuant to authority granted in Utah Code Annotated § 10-3-701 et seq., the City Council may adopt and amend laws, ordinances, regulations, and codes that comprise the regulatory, penal, and administrative ordinances of the City of Saratoga Springs; and

WHEREAS, the City Council has reviewed the City Code and finds that further amendment to the City Code is necessary to accomplish the purposes in Utah Code Annotated § 10-3-701 et seq.; and

WHEREAS, pursuant to Utah Code Chapter 10-9a, a municipal legislative body such as the City Council may enact or amend land use regulations so long as such advances the purposes in Chapter 10-9a and a duly-noticed public hearing was first held by the planning commission; and

WHEREAS, the Saratoga Springs Planning Commission held a public hearing, after the required public notice, on September 26, 2024, and forwarded a recommendation to the City Council with or without amendments; and

WHEREAS, the City Council has reviewed the Planning Commission’s recommendation and all public comment received at the Planning Commission public hearing; and

WHEREAS, the City Council hereby finds that the amendments attached as Exhibit A advance the purposes of Utah Code Chapter 10-9a and further the public health, safety, and welfare of Saratoga Springs residents.

NOW THEREFORE, the City Council ordains as follows:

SECTION I – ENACTMENT

The amendments to Title 19 of the City Code attached as Exhibit A, incorporated herein by this reference, are hereby enacted.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

If any ordinances, resolutions, policies, or zoning maps of the City of Saratoga Springs heretofore adopted are inconsistent herewith they are hereby amended to comply with the provisions hereof. If they cannot be amended to comply with the provisions hereof, they are hereby repealed.

SECTION III – EFFECTIVE DATE

This ordinance shall take effect upon its passage by a majority vote of the Saratoga Springs City Council and following notice and publication as required by the Utah Code.

SECTION IV – SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION V – PUBLIC NOTICE

The Saratoga Springs Recorder is hereby ordered, in accordance with the requirements of Utah Code § 10-3-710–711, to do as follows:

- a. deposit a copy of this ordinance in the office of the City Recorder; and
- b. publish notice as follows:
 - i. publish a short summary of this ordinance on the Utah Public Notice Website created in Utah Code § 63F-1-701 and on the City’s official website; and
 - ii. publish a short summary of this ordinance in a public location within the City that is reasonably likely to be seen by residents of the City.

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 3rd day of December, 2024.

Signed: _____
Jim Miller, Mayor

Attest: _____
Nicolette Fike, City Recorder

CITY COUNCIL VOTE AS RECORDED

Councilmembers:	Yes	No	Abstain	Excused
Audrey Barton	_____	_____	_____	_____
Chris Carn	_____	_____	_____	_____
Michael McOmber	_____	_____	_____	_____
Lance Wadman	_____	_____	_____	_____
Stephen Willden	_____	_____	_____	_____
Mayor Jim Miller (tie only)	_____	_____		

EXHIBIT A
Title 19 Amendments



GILBERT & STEWART
CERTIFIED PUBLIC ACCOUNTANTS
A PROFESSIONAL CORPORATION
ESTABLISHED 1974

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

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

INDEPENDENT AUDITOR'S REPORT

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

Opinions

We have audited the accompanying financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Saratoga Springs, Utah (the City), as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Saratoga Springs, as of June 30, 2024 and the respective changes in financial position and where applicable, cash flows thereof and the respective budgetary comparison for the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

Required Supplementary Information

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

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

Supplementary Information

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

Other Information

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

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 20, 2024 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Gilbert & Stewart

GILBERT & STEWART, CPA PC
Provo, Utah
November 20, 2024

CITY OF SARATOGA SPRINGS

Statement of Net Position

June 30, 2024

	Primary Government		
	Governmental Activities	Business-type Activities	Total
ASSETS			
Cash and cash equivalents and investments	\$ 57,461,997	\$ 45,080,179	\$ 102,542,176
Cash restricted	40,632,829	3,231,091	43,863,920
Accounts receivable - net	3,184,350	2,488,850	5,673,200
Internal balances	(187,081)	187,081	-
Due from other governmental units	5,373,152	-	5,373,152
Net pension asset	1,205,631	90,368	1,295,999
Land	30,098,640	2,668,044	32,766,684
Water rights	-	23,729,353	23,729,353
Construction in progress	12,974,636	4,666,958	17,641,594
Buildings and improvements	15,118,144	-	15,118,144
Equipment	12,852,708	2,975,141	15,827,849
Infrastructure	213,670,144	304,278,442	517,948,586
Accumulated Depreciation	(99,037,983)	(99,281,249)	(198,319,232)
Total assets	<u>293,347,167</u>	<u>290,114,258</u>	<u>583,461,425</u>
DEFERRED OUT FLOW OF RESOURCES			
Pension related costs	4,217,233	310,688	4,527,921
Total Deferred outflow of resources	<u>4,217,233</u>	<u>310,688</u>	<u>4,527,921</u>
Total assets and deferred outflows of resources	<u>\$ 297,564,400</u>	<u>\$ 290,424,946</u>	<u>\$ 587,989,346</u>
LIABILITIES			
Accounts payable and accrued liabilities	\$ 3,842,841	\$ 1,385,979	\$ 5,228,820
Deposits payable	5,589,908	463,052	6,052,960
Accrued interest payable	1,097,676	56,746	1,154,422
Unearned revenues	6,075,227	1,875,743	7,950,970
Long-term liabilities			
Due within one year	1,929,599	1,504,325	3,433,924
Due in more than one year	51,207,796	22,010,373	73,218,169
Total liabilities	<u>69,743,047</u>	<u>27,296,218</u>	<u>97,039,265</u>
DEFERRED INFLOWS OF RESOURCES			
Pension related costs	134,654	8,788	143,442
Property taxes levied for future years	5,373,152	-	5,373,152
Total deferred inflow of resources	<u>5,507,806</u>	<u>8,788</u>	<u>5,516,594</u>
NET POSITION			
Net investment in capital assets	176,190,002	215,689,292	391,879,294
Restricted			
Impact fees	1,218,353	3,132,616	4,350,969
Net pension assets	1,205,631	90,368	1,295,999
Unrestricted	43,699,561	44,207,664	87,907,225
Total net position	<u>222,313,547</u>	<u>263,119,940</u>	<u>485,433,487</u>
Total liabilities, deferred inflows of resources and net position	<u>\$ 297,564,400</u>	<u>\$ 290,424,946</u>	<u>\$ 587,989,346</u>

See accompanying notes to the financial statements.

CITY OF SARATOGA SPRINGS

Statement of Activities For the Year Ended June 30, 2024

Function/Programs	Expenses	Program Revenues			Net (Expense) Revenue & Changes in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Primary government:							
Governmental activities:							
General government	\$ 4,747,843	\$ 452,786	\$ -	\$ -	\$ (4,295,057)	\$ -	\$ (4,295,057)
Public safety	14,469,436	11,565,990	209,121	778,484	(1,915,841)	-	(1,915,841)
Highways and public works	10,701,837	55,445	880,000	19,057,833	9,291,441	-	9,291,441
Parks and recreation	5,533,689	1,117,778	-	3,866,315	(549,596)	-	(549,596)
Community Development	808,400	-	-	-	(808,400)	-	(808,400)
Interest on long-term debt	1,380,187	-	-	-	(1,380,187)	-	(1,380,187)
Total governmental activities	<u>37,641,392</u>	<u>13,191,999</u>	<u>1,089,121</u>	<u>23,702,632</u>	<u>342,360</u>	<u>-</u>	<u>342,360</u>
Business-type activities:							
Major Funds							
Water	12,808,554	10,918,106	-	7,782,953	-	5,892,505	5,892,505
Sewer	8,225,368	8,808,845	-	1,765,194	-	2,348,671	2,348,671
Storm Drain	2,830,200	1,689,226	-	2,884,274	-	1,743,300	1,743,300
Non Major Funds							
Garbage	2,677,517	3,068,531	-	-	-	391,014	391,014
Street Lights	414,929	726,542	-	208,300	-	519,913	519,913
Total business-type activities	<u>26,956,568</u>	<u>25,211,250</u>	<u>-</u>	<u>12,640,721</u>	<u>-</u>	<u>10,895,403</u>	<u>10,895,403</u>
Total primary government	<u>\$ 64,597,960</u>	<u>\$ 38,403,249</u>	<u>\$ 1,089,121</u>	<u>\$ 36,343,353</u>	<u>342,360</u>	<u>10,895,403</u>	<u>11,237,763</u>
General revenues:							
Property taxes					\$ 5,870,993	\$ -	\$ 5,870,993
General sales and use tax					12,610,301	-	12,610,301
Franchise taxes					190,269	-	190,269
Energy taxes					3,282,330	-	3,282,330
Interest earnings					3,731,725	-	3,731,725
Transfers					(25,000)	25,000	-
Total general revenues and transfers					<u>25,660,618</u>	<u>25,000</u>	<u>25,685,618</u>
Change in net Position					26,002,978	10,920,403	36,923,381
Net position- beginning					196,310,569	252,199,537	448,510,106
Net position - ending					<u>\$ 222,313,547</u>	<u>\$ 263,119,940</u>	<u>\$ 485,433,487</u>

See accompanying notes to the financial statements.

CITY OF SARATOGA SPRINGS

Balance Sheet Governmental Funds June 30, 2024

	Major Funds				Total Governmental Funds
	General Fund	Capital Projects	Municipal Building Authority	Community Development Renewal Agency	
ASSETS					
Cash and cash equivalents and investments	\$ 14,355,422	\$ 42,870,356	\$ -	\$ 236,219	\$ 57,461,997
Cash - restricted	929	2,156,660	38,475,240	-	40,632,829
Accounts receivable - net	3,184,350	-	-	-	3,184,350
Special Assessments		-	-	-	-
Due from other funds	5,010,908	-	-	-	5,010,908
Due from other governments	5,373,152	-	-	-	5,373,152
Prepays	-	-	-	-	-
Total assets	<u>\$ 27,924,761</u>	<u>\$ 45,027,016</u>	<u>\$ 38,475,240</u>	<u>\$ 236,219</u>	<u>\$ 111,663,236</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES					
Liabilities:					
Accounts payable and accrued liabilities	\$ 2,173,129	\$ 598,489	\$ 1,071,223	\$ -	\$ 3,842,841
Due to other funds	149,461	5,048,528	-	-	5,197,989
Deposits	5,589,908	-	-	-	5,589,908
Unearned revenue	4,096,653	1,978,574	-	-	6,075,227
Total liabilities	<u>12,009,151</u>	<u>7,625,591</u>	<u>1,071,223</u>	<u>-</u>	<u>20,705,965</u>
Deferred inflows of Resources:					
Property taxes levied for future years	5,373,152	-	-	-	5,373,152
Unavailable property taxes-delinquent	130,374	-	-	-	130,374
Total deferred inflows of resources	<u>5,503,526</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,503,526</u>
Fund Balances:					
Fund balances Restricted for:					
Impact fees	-	1,218,353	-	-	1,218,353
Fund balances					
Committed for:	-	-	-	-	-
Assigned, for:					
Capital projects	-	36,183,072	-	-	36,183,072
Community Development	-	-	-	236,219	236,219
Municipal Building			37,404,017		37,404,017
Unassigned:	10,412,084	-	-	-	10,412,084
Total fund balances	<u>10,412,084</u>	<u>37,401,425</u>	<u>37,404,017</u>	<u>236,219</u>	<u>85,453,745</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 27,924,761</u>	<u>\$ 45,027,016</u>	<u>\$ 38,475,240</u>	<u>\$ 236,219</u>	<u>\$ 111,663,236</u>

See accompanying notes to the financial statements.

CITY OF SARATOGA SPRINGS

Balance Sheet Reconciliation to

Statement of Net Assets

June 30, 2024

Total fund balances - governmental fund types:		\$ 85,453,745
Amounts reported for governmental activities in the statement of net assets are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		185,676,289
Net pension assets and deferred outflows of resources are not available financial resources and are not reported in the governmental funds.		5,422,864
Deferred inflows of resources from unearned revenue are not available financial resources and are not reported in the governmental funds.		130,374
Net pension liabilities and deferred inflows of resources are not available financial resources and are not reported in the governmental funds.		(2,873,461)
Long-term liabilities, including bonds payable and pension liabilities, are not due and payable in the current period and therefore are not reported in the funds.		
Bonds payable	\$ (48,770,000)	
Lease payable	(65,011)	
Bond premium	(197,739)	
Accrued interest	(1,097,676)	
Compensated absences	(1,365,838)	(51,496,264)
Net assets of government activities		<u>\$ 222,313,547</u>

See accompanying notes to the financial statements.

CITY OF SARATOGA SPRINGS
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2024

	Major Funds				
	General Fund	Capital Projects Fund	Municipal Building Authority	Community Development Renewal	Total Governmental Funds
REVENUES					
Taxes	\$ 21,976,517	\$ -	\$ -	\$ -	\$ 21,976,517
Licenses and permits	2,607,091	-	-	-	2,607,091
Intergovernmental	3,282,701	12,074,005	-	880,000	16,236,706
Charges for services	8,861,589	-	-	-	8,861,589
Fines and forfeitures	517,385	-	-	-	517,385
Investment earnings	1,080,846	1,536,950	1,113,929	-	3,731,725
Impact fees	-	5,109,754	-	-	5,109,754
Other	39,954	55,445	-	-	95,399
Total revenues	<u>38,366,083</u>	<u>18,776,154</u>	<u>1,113,929</u>	<u>880,000</u>	<u>59,136,166</u>
EXPENDITURES					
Current:					
General government	4,648,195	33,376	85,931	-	4,767,502
Public safety	13,681,617	161,238	-	-	13,842,855
Highways and public works	3,617,418	1,187,669	-	-	4,805,087
Parks and recreation	4,350,725	110,259	-	-	4,460,984
Community Development	-	-	-	808,400	808,400
Capital expenditures	-	12,852,939	3,398,838	-	16,251,777
Debt service:					
Principal retirement	210,000	690,554	-	-	900,554
Interest and fiscal charges	80,639	245,355	-	-	325,994
Bond issuance costs	-	-	225,143	-	225,143
Total expenditures	<u>26,588,594</u>	<u>15,281,390</u>	<u>3,709,912</u>	<u>808,400</u>	<u>46,388,296</u>
Excess revenues over (under) expenditures	<u>11,777,489</u>	<u>3,494,764</u>	<u>(2,595,983)</u>	<u>71,600</u>	<u>12,747,870</u>
OTHER FINANCING SOURCES (USES)					
Sale of capital assets	236,325	-	-	-	236,325
Bonds issued	-	-	40,000,000	-	40,000,000
Transfers in	-	14,000,000	-	-	14,000,000
Transfers out	(14,025,000)	-	-	-	(14,025,000)
Total other financing sources and uses	<u>(13,788,675)</u>	<u>14,000,000</u>	<u>40,000,000</u>	<u>-</u>	<u>40,211,325</u>
Net change in fund balance	(2,011,186)	17,494,764	37,404,017	71,600	52,959,195
Fund balances - beginning of year	12,423,270	19,906,661	-	164,619	32,494,550
Fund balances - end of year	<u>\$ 10,412,084</u>	<u>\$ 37,401,425</u>	<u>\$ 37,404,017</u>	<u>\$ 236,219</u>	<u>\$ 85,453,745</u>

See accompanying notes to the financial statements.

CITY OF SARATOGA SPRINGS
Reconciliation of the Statement of Revenues, Expenditures,
and Changes in Fund Balance of Governmental Funds
to the Statement of Activities
For the Year Ended June 30, 2024

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

Net changes in fund balances - total governmental funds	\$	52,959,195
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Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.

Capitalized Expenditures	\$ 16,488,801	
Depreciation Expense	<u>(7,992,401)</u>	
		8,496,400

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

Current year capital contributions from developers	4,443,340	
Loss on Sale of Assets	<u>(123,836)</u>	
		4,319,504

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

Change in pension related costs	503,032	
Change in accrued compensated absences	<u>(98,889)</u>	
		404,143

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

Delinquent Property Taxes	(22,624)
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The issuance of long-term debt (e.g., bonds, leases) provide current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net assets. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.

Bond issued	(40,000,000)	
Principal repayments on bonds	645,000	
Principal repayments of capital leases	255,553	
Accrued interest	(1,069,404)	
Bond premium amortization	<u>15,211</u>	
		(40,153,640)

Change in net assets of governmental activities	\$	<u><u>26,002,978</u></u>
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See accompanying notes to the financial statements.

CITY OF SARATOGA SPRINGS
Statement of Revenues, Expenditures, and Changes in Fund Balance
Budget to Actual
General Fund
For the Year Ended June 30, 2024

	Budgeted Amounts			Variance with Final Budget -
	Original	Final	Actual Totals	Positive (Negative)
REVENUES				
Taxes:				
Property	\$ 5,623,000	\$ 5,623,000	\$ 5,893,617	\$ 270,617
Sales	13,500,000	13,500,000	12,610,301	(889,699)
Franchise	172,000	172,000	190,269	18,269
Energy	2,600,000	2,600,000	3,282,330	682,330
Licenses and permits	1,761,700	2,161,700	2,607,091	445,391
Intergovernmental	2,286,000	2,614,854	3,282,701	667,847
Charges for services	8,369,142	11,703,819	8,861,589	(2,842,230)
Fines and forfeitures	515,200	521,700	517,385	(4,315)
investment earnings	500,000	1,000,000	1,080,846	80,846
Other	2,519,500	164,742	39,954	(124,788)
Total revenues	37,846,542	40,061,815	38,366,083	(1,695,732)
EXPENDITURES				
Current:				
General government	7,705,190	8,282,566	4,648,195	3,634,371
Public safety	15,151,438	15,273,246	13,681,617	1,591,629
Highways and public works	4,657,170	4,717,000	3,617,418	1,099,582
Parks and recreation	5,542,093	4,980,081	4,350,725	629,356
Debt Service:				
Principal retirement	190,000	210,000	210,000	-
Interest and fiscal charges	103,500	83,500	80,639	2,861
Total expenditures	33,349,391	33,546,393	26,588,594	6,957,799
Excess (deficit) of revenues over (under) expenditures	4,497,151	6,515,422	11,777,489	5,262,067
OTHER FINANCING SOURCES (USES)				
Sale of capital assets	46,000	260,000	236,325	(23,675)
Transfers in	-			-
Transfers out	(4,398,000)	(7,628,000)	(14,025,000)	(6,397,000)
Total other financing sources (uses)	(4,352,000)	(7,368,000)	(13,788,675)	(6,420,675)
Net change in fund balance	145,151	(852,578)	(2,011,186)	(1,158,608)
Fund balances - beginning	12,423,270	12,423,270	12,423,270	-
Fund balances - ending	\$ 12,568,421	\$ 11,570,692	\$ 10,412,084	\$ (1,158,608)

See accompanying notes to the financial statements.

CITY OF SARATOGA SPRINGS

Statement of Net Position

Proprietary Funds

June 30, 2024

	Business-Type Activities - Enterprise				
	Major Funds			Non Major	Total
	Water	Sewer	Storm Drain	Funds	
<u>ASSETS</u>					
Current assets:					
Cash and cash equivalents and investments	\$ 27,118,585	\$ 12,054,704	\$ 4,057,683	\$ 1,849,207	\$ 45,080,179
Restricted cash and cash equivalents	3,227,742	3,349	-	-	3,231,091
Accounts receivable - net	973,436	946,326	167,812	401,276	2,488,850
Due from other funds	206,339	-	-	31,680	238,019
Total current assets	31,526,102	13,004,379	4,225,495	2,282,163	51,038,139
Noncurrent assets:					
Capital Assets					
Land	1,732,144	935,900	-	-	2,668,044
Water rights	23,729,353	-	-	-	23,729,353
Construction in progress	3,097,300	711,351	858,307	-	4,666,958
Water capacities	10,950,988	-	-	-	10,950,988
Culinary water system	131,422,663	-	-	-	131,422,663
Secondary water system	31,993,396	-	-	-	31,993,396
Sewer system	-	67,868,174	-	-	67,868,174
Storm drain system	-	-	56,066,953	-	56,066,953
Street light system	-	-	-	5,976,268	5,976,268
Equipment	1,297,021	1,333,883	198,734	145,503	2,975,141
Less: Accumulated depreciation	(62,253,378)	(20,032,771)	(13,443,424)	(3,551,676)	(99,281,249)
Total capital assets	141,969,487	50,816,537	43,680,570	2,570,095	239,036,689
Net pension asset	57,039	33,329	-	-	90,368
Total noncurrent assets	142,026,526	50,849,866	43,680,570	2,570,095	239,127,057
Total assets	173,552,628	63,854,245	47,906,065	4,852,258	290,165,196
<u>DEFERRED OUTFLOWS OF RESOURCES</u>					
Pension related costs	196,579	114,109	-	-	310,688
Total deferred outflow of resources	196,579	114,109	-	-	310,688
Total assets & deferred outflows of resources	\$ 173,749,207	\$ 63,968,354	\$ 47,906,065	\$ 4,852,258	\$ 290,475,884
<u>LIABILITIES</u>					
Current liabilities:					
Accounts payable and accrued liabilities	\$ 506,030	\$ 830,930	\$ 26,651	\$ 22,368	\$ 1,385,979
Due to other funds	-	43,107	7,831	-	50,938
Compensated absences	24,182	5,354	789	-	30,325
Customer deposits payable	463,052	-	-	-	463,052
Accrued interest payable	35,147	21,599	-	-	56,746
Unearned revenue	-	1,411,447	432,266	32,030	1,875,743
Bonds and contracts payable - current	1,019,000	455,000	-	-	1,474,000
Total current liabilities	2,047,411	2,767,437	467,537	54,398	5,336,783
Noncurrent liabilities:					
Compensated absences	27,155	26,321	8,681	-	62,157
Net pension liability	131,786	77,345	-	-	209,131
Bonds and contracts payable	12,796,379	7,438,373	1,504,333	-	21,739,085
Total noncurrent liabilities	12,955,320	7,542,039	1,513,014	-	22,010,373
Total liabilities	15,002,731	10,309,476	1,980,551	54,398	27,347,156
<u>DEFERRED INFLOWS OF RESOURCES</u>					
Pension related costs	5,620	3,168	-	-	8,788
Total deferred outflow of resources	5,620	3,168	-	-	8,788
<u>NET POSITION</u>					
Net investment in capital assets	128,016,447	42,926,513	42,176,237	2,570,095	215,689,292
Restricted					
Impact fees	3,132,616	-	-	-	3,132,616
Net pension assets	57,039	33,329	-	-	90,368
Unrestricted	27,534,754	10,695,868	3,749,277	2,227,765	44,207,664
Total net position	158,740,856	53,655,710	45,925,514	4,797,860	263,119,940
Total liabilities, deferred inflows of resources and net position	\$ 173,749,207	\$ 63,968,354	\$ 47,906,065	\$ 4,852,258	\$ 290,475,884

See accompanying notes to the financial statements.

CITY OF SARATOGA SPRINGS

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

Proprietary Funds

For the Year Ended June 30, 2024

	Business-Type Activities - Enterprise Funds				
	Major Funds			Non Major	
	Water	Sewer	Storm Drain	Funds	Total
Operating revenues:					
Charges for services	\$ 8,489,720	\$ 7,701,230	\$ 1,522,563	\$ 3,702,636	\$ 21,416,149
Connection and other fees	1,089,781	464,800	3,927	-	1,558,508
Total operating revenues	9,579,501	8,166,030	1,526,490	3,702,636	22,974,657
Operating expenses:					
Personnel Services	1,083,856	346,945	281,072	44,920	1,756,793
Supplies and maintenance	2,708,114	662,955	96,848	189,674	3,657,591
Professional services	31,778	-	58,230	-	90,008
Administration	2,035,895	1,198,591	656,096	236,455	4,127,037
Power and pumping	599,603	47,463	4,179	-	651,245
Treatment and sanitation	-	3,404,832	-	2,495,464	5,900,296
Depreciation	5,897,693	2,194,482	1,733,775	125,933	9,951,883
Total operating expenses	12,356,939	7,855,268	2,830,200	3,092,446	26,134,853
Operating income	(2,777,438)	310,762	(1,303,710)	610,190	(3,160,196)
Nonoperating revenues (expenses):					
Interest revenue	1,338,605	642,815	158,538	92,437	2,232,395
Assessment reveue	-	-	-	-	-
Grant proceeds	-	-	-	-	-
Developer reimbursements	-	(125,189)	4,198	-	(120,991)
Intergovernmental revenue	-	-	96,837	-	96,837
Interest expense and fiscal charges	(451,615)	(244,911)	-	-	(696,526)
Total nonoperating revenues (expenses)	886,990	272,715	259,573	92,437	1,511,715
Net income (loss) before contributions and transfers	(1,890,448)	583,477	(1,044,137)	702,627	(1,648,481)
Capital contributions	4,597,432	1,000,876	2,038,388	208,300	7,844,996
Contribution of capital assets	-	-	-	-	-
Impact fees	3,185,521	764,318	749,049	-	4,698,888
Transfers in	-	-	-	25,000	25,000
Total contributions and transfers	7,782,953	1,765,194	2,787,437	233,300	12,568,884
Change in net position	5,892,505	2,348,671	1,743,300	935,927	10,920,403
Total net position - beginning	152,848,351	51,307,039	44,182,214	3,861,933	252,199,537
Total net position - ending	\$ 158,740,856	\$ 53,655,710	\$ 45,925,514	\$ 4,797,860	\$ 263,119,940

See accompanying notes to the financial statements.

CITY OF SARATOGA SPRINGS

Statement of Cash Flows

Proprietary Funds

For the Year Ended June 30, 2024

	Business-Type Activities - Enterprise Funds				
	Major Funds			Non Major	Total BTAs
	Water	Sewer	Storm Drain	Funds	
Cash Flows From Operating Activities					
Receipts from customers	\$ 9,269,963	\$ 7,898,548	\$ 1,515,926	\$ 3,651,199	\$ 22,335,636
Payments to suppliers	(3,416,283)	(4,792,311)	(144,290)	(44,920)	(8,397,804)
Payments to interfund services	(2,035,895)	(1,198,591)	(656,096)	(2,925,382)	(6,815,964)
Payments to employees	(1,099,601)	(346,135)	(285,640)	-	(1,731,376)
Net cash provided (used) by operating activities	2,718,184	1,561,511	429,900	680,897	5,390,492
Cash Flows From Noncapital Financing Activities					
Advance from other funds	173,774	1,019,093	571,464	32,030	1,796,361
Transfers In	-	-	-	25,000	25,000
Net cash provided (used) by noncapital financing activities	173,774	1,019,093	571,464	57,030	1,821,361
Cash Flows From Capital and Related Financing Activities					
Purchases of capital assets	(1,414,153)	(583,073)	(225,070)	-	(2,222,296)
Impact fees collected	3,011,747	1,156,671	175,619	-	4,344,037
Payments for Grant Proceeds	-	-	96,837	-	96,837
Payment for developer reimbursements	-	(125,189)	4,198	-	(120,991)
Payments for developer contributions	2,267,411	-	-	-	2,267,411
Principal paid on capital debt	(1,077,000)	(440,000)	-	-	(1,517,000)
Interest and fees paid on capital debt	(476,497)	(251,385)	-	-	(727,882)
Net cash provided (used) by capital and related financing activities	2,311,508	(242,976)	51,584	-	2,120,116
Cash Flows From Investing Activities					
Interest and dividends received	1,338,605	642,815	158,538	92,437	2,232,395
Net increase (decrease) in cash and cash equivalents	6,542,071	2,980,443	1,211,486	830,364	11,564,364
Cash and cash equivalents - beginning	23,804,256	9,077,610	2,846,197	1,018,843	36,746,906
Cash and cash equivalents - ending	\$ 30,346,327	\$ 12,058,053	\$ 4,057,683	\$ 1,849,207	\$ 48,311,270
Reconciliation of operating income to net cash provided (used) by operating activities:					
Operating income	\$ (2,777,438)	\$ 310,762	\$ (1,303,710)	\$ 610,190	\$ (3,160,196)
Adjustments to reconcile operating income to net cash provided (used) by operating activities:					
Depreciation and amortization expense	5,897,693	2,194,482	1,733,775	125,933	9,951,883
(Increase)/decrease in accounts receivable	(309,538)	(267,482)	(10,564)	(51,437)	(639,021)
(Increase)/decrease in net pension assets	(21,333)	(13,131)	-	-	(34,464)
(Increase)/decrease in deferred outflows	(64,405)	(39,344)	-	-	(103,749)
Increase/(decrease) in accounts payable	(51,700)	(647,622)	14,967	(3,789)	(688,144)
Increase/(decrease) In unearned revenue	-	-	-	-	-
Increase/(decrease) in compensated absences	14,074	18,865	(4,568)	-	28,371
Increase/(decrease) in net pension liability	56,142	34,557	-	-	90,699
Increase/(decrease) in deferred inflows	(223)	(137)	-	-	(360)
Increase/(decrease) in deposits	(25,088)	(29,439)	-	-	(54,527)
Total adjustments	5,495,622	1,250,749	1,733,610	70,707	8,550,688
Net cash provided (used) by operating activities	\$ 2,718,184	\$ 1,561,511	\$ 429,900	\$ 680,897	\$ 5,390,492
Noncash investing, capital, and financing activities					
Contributions by developers	\$ 2,330,021	\$ 1,000,876	\$ 2,038,387	\$ -	\$ 5,369,284

See accompanying notes to the financial statements.

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 1 - Summary of Significant Accounting Policies

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

A. Reporting Entity

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

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

Blended component units

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

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

The Municipal Building Authority was created by the City during the 2024 fiscal year. The Authority is using the proceeds from a lease revenue bond to acquire capital assets for the City. The bonds were secured by a lease agreement with the City and will be retired through lease payments from the City. The Municipal Building Authority is governed by the City Council. Because the Authority's governing body is substantially the same as the City's the financial data is included in the reporting entity as a blended component unit.

B. Government-wide and Fund Financial Statements

The City's basic financial statements consist of both government-wide statements (the statement of net position and the statement of activities) and fund statements. The government-wide statements focus on the City as a whole, while the fund statements focus on individual funds. Primary government activities are distinguished between governmental and business-type activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange revenues. Business-type activities are financed in whole or in part by fees charged to

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 1 - Summary of Significant Accounting Policies – Continued

external parties for goods or services. The effects of inter-fund activity have been eliminated from the governmentwide statements except for the residual amounts due between governmental and business-type activities and inter-fund services provided.

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

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

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

C. Measurement Focus and Basis of Accounting

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

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

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

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

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 1 - Summary of Significant Accounting Policies – Continued

The City reports the following governmental funds:

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

Municipal Building Authority – The Municipal Building Authority special revenue fund accounts for the rental revenues from the City and the related bond payments.

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

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

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

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

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

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

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

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

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

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

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 1 - Summary of Significant Accounting Policies – Continued

D. Budgets

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

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

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

E. Taxes

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

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

F. Capital Assets

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

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

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

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

G. Long-Term Obligation

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

H. Equity Classifications

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

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

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

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

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

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

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

Unassigned fund balance classification is the residual classification for the General Fund. This classification represents fund balance that has not been assigned to other funds and that has not been

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 1 - Summary of Significant Accounting Policies – Continued

restricted, committed, or assigned to specific purposes within the General Fund. The General Fund is the only fund that reports a positive unassigned fund balance.

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

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

I. Cash and Cash Equivalents

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

J. Use of Estimates

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

K. Deferred Outflows/Inflows of Resources

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

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

L. Leases

During the year ended June 30, 2022, the City adopted Governmental Accounting Standards Board Statement No. 87, Leases. The new standard establishes a single model for lease accounting based on the foundational principle that leases are financings of the right-to-use an underlying asset. The statement requires a lessee to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. The beginning fund balances, and Net position was not affected by the implementation of GASB 87. They City has one lease which is a financed Purchase lease that was already reported by the City, see note 11.

M. Pensions

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

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 2 – Cash, Deposits, and Investments

when due and payable in accordance with the benefit terms. Investments are reported at fair value. The City maintains a cash and investment pool that is available to use by all funds. At June 30, 2024, the City's cash balance consisted of the following:

Cash on hand and on deposit:

Petty Cash	\$ 6,797
Cash on Deposit	6,793,424
Cash equivalents and investments	139,605,875
Total cash and investments	<u>\$ 146,406,096</u>

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

Cash and cash equivalents and investments	\$ 102,542,176
Restricted cash and cash equivalents and investments	43,863,920
Total Cash and investments	<u>\$ 146,406,096</u>

A. Custodial Credit Risk

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

Deposits. Custodial credit risk for deposits is the risk that in the event of a bank failure, the City's deposits may not be recovered. The City's policy for managing custodial credit risk is to adhere to the Money Management Act. The Act requires all deposits of City funds to be in a *qualified depository*, defined as any financial institution whose deposits are insured by an agency of the federal government and which has been certified by the Commissioner of Financial Institutions as meeting the requirements of the Act and adhering to the rules of the Utah Money Management Council. The City's deposits in the bank in excess of the insured amount are uninsured and are not collateralized, nor do state statutes require them to be. The City's bank balances at June 30, 2024 were \$6,193,739 of which \$5,943,739 were uninsured and uncollateralized.

Investments. Custodial credit risk for investments is the risk that in the event of the failure of the counterparty, the City will not be able to recover the value of its investments that are in the possession of an outside party. The City policy to minimize custodial credit risk is to follow the Utah Money Management Act and the City's approved investment policy. All investments other than bank deposits or funds invested in the State's Treasurer's fund are held by a third party with securities delivered on a delivery vs purchase basis. The entire \$10,674,054 of the City's various investments are uninsured, uncollateralized, and held by the counterparty's trust department or agency in the City's name.

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 2 - Deposits and Investments – Continued

B. Credit Risk

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

The City is also authorized to invest in the Utah Public Treasurer's Investment Fund (PTIF), an external pooled investment fund managed by the Utah State Treasurer and subject to the Act and Council requirements. The PTIF is not registered with the SEC as an investment company, and deposits in the PTIF are not insured or otherwise guaranteed by the State of Utah. The PTIF operates and reports to participants on an amortized cost basis. The income, gains, and losses, net of administration fees, of the PTIF are allocated based upon the participants' average daily balances. The fair value of the PTIF investment pool was more than its amortized cost basis by \$132,020 at June 30, 2024. The following are the City's Investments on June 30, 2024:

Investments	Investment Maturities (in Years)				Quality Ratings
	Less Than 1	1-5	6-10	More than 10	
Corporate Bonds	\$ 1,921,081	\$ 1,921,081			A
U.S. Agencies	1,024,701	1,024,701			AAA
Money Market Fund	167,085	167,085			Unrated
Certificates of Deposit	7,561,187	7,561,187			Unrated
Utah Public Treasurers' Investment Finance Fund	128,931,821	128,931,821			Unrated
Total investments	<u>\$ 139,605,875</u>	<u>\$139,605,875</u>	<u>\$ -</u>	<u>\$ -</u>	

C. Interest Rate Risk

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

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

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 2 - Deposits and Investments – Continued

D. Concentration of Credit Risk

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

At June 30, 2024, Saratoga Springs City does not hold more than 5 percent in any single security concentration other than the Utah Public Treasurer's Investment Fund in its portfolios. Therefore, the City is within the limits established by the Councils rule 17.

E. Fair Value of Investments

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

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

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

Investments	Fair Value Measurements Using			
	Fair Value	Level 1	Level 2	Level 3
Corporate Bonds	\$ 1,921,081	\$ -	\$ 1,921,081	\$ -
U.S. Agencies	1,024,701	1,024,701		
Money Market Fund	167,085	-	167,085	-
Certificates of Deposit	7,561,187	-	7,561,187	-
Utah Public Treasurers'				
Investment Finance Fund	128,931,821	-	128,931,821	-
Total Investments	<u>\$ 139,605,875</u>	<u>\$ 1,024,701</u>	<u>\$ 138,581,174</u>	<u>\$ -</u>

F. Restricted Cash

The City maintains cash in accounts held by third party custodians that are restricted for the use of bond payments and construction costs. The City also maintains cash restricted for unspent impact fees. The amount of restricted cash at June 30, 2024 was \$43,863,920

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 3 - Accounts Receivable – Unearned and Unavailable Revenue

Accounts receivable are recorded net of the allowance for doubtful accounts of \$25,137 in the enterprise funds. The governmental funds also report two types of unavailable resources:

1. Property taxes of \$5,373,152 as deferred inflows of resources due to property taxes being recognized as receivables prior to the period for which the taxes are levied. This amount is also reported as deferred inflows of resources on the Government-wide statement of net position.
2. Delinquent taxes of \$130,374 as deferred inflows of resources due to property taxes being recognized as receivables and deferred because they are available during the current period. Since they have been earned, they will be reported as revenue on the Government-wide statement of activities.

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

1. Developers paid the City \$10,000,000 of development and impact fees in advance. The funds will be applied to future projects and development within the City. The unearned revenue balance at June 30, 2024 is \$7,950,970.

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 4 - Capital Assets

Capital asset activity for the year ended June 30, 2024 was as follows:

	Balance June 30, 2023	Increases	Decreases	Balance June 30, 2024
Governmental activities:				
Capital assets not being depreciated:				
Land	\$ 30,098,640	\$ -	\$ -	\$ 30,098,640
Construction in progress	19,250,063	7,455,194	(13,730,621)	12,974,636
Total capital assets not being depreciated	49,348,703	7,455,194	(13,730,621)	43,073,276
Capital assets being depreciated:				
Buildings	15,118,144	-	-	15,118,144
Machinery and equipment	10,717,048	2,598,242	(462,582)	12,852,708
Infrastructure	189,060,818	24,609,326	-	213,670,144
Total capital assets being depreciated	214,896,010	27,207,568	(462,582)	241,640,996
Less accumulated depreciation for:				
Buildings	(4,634,865)	(423,527)	-	(5,058,392)
Machinery and equipment	(6,163,309)	(930,283)	338,746	(6,754,846)
Infrastructure	(80,586,154)	(6,638,591)	-	(87,224,745)
Total accumulated depreciation	(91,384,328)	(7,992,401)	338,746	(99,037,983)
Total capital assets, being depreciated, net	123,511,682	19,215,167	(123,836)	142,603,013
Governmental activities capital assets, net	<u>\$ 172,860,385</u>	<u>\$ 26,670,361</u>	<u>\$ (13,854,457)</u>	<u>\$ 185,676,289</u>
Business-type activities:				
Capital assets not being depreciated:				
Land	\$ 2,668,044	\$ -	\$ -	\$ 2,668,044
Water rights	23,729,353	-	-	23,729,353
Construction in Progress	9,581,518	1,274,448	(6,189,006)	4,666,960
Total capital assets not being depreciated	35,978,915	1,274,448	(6,189,006)	31,064,357
Capital assets being depreciated:				
Water capacity	10,950,988	-	-	10,950,988
Culinary water system	128,915,791	2,506,871	-	131,422,662
Secondary water system	28,533,275	3,460,121	-	31,993,396
Sewer system	63,787,065	4,081,109	-	67,868,174
Storm drain system	53,904,033	2,162,919	-	56,066,952
Street light system	5,767,968	208,300	-	5,976,268
Equipment	2,872,523	161,600	(58,982)	2,975,141
Total capital assets being depreciated	294,731,643	12,580,920	(58,982)	307,253,581
Less accumulated depreciation for:				
Water capacity	(10,019,289)	(506,699)	-	(10,525,988)
Culinary water system	(37,736,108)	(4,090,451)	-	(41,826,559)
Secondary water system	(7,776,605)	(1,223,214)	-	(8,999,819)
Sewer system	(17,016,140)	(2,106,907)	-	(19,123,047)
Storm drain system	(11,556,310)	(1,725,830)	-	(13,282,140)
Street light system	(3,379,666)	(111,385)	-	(3,491,051)
Equipment	(1,904,229)	(187,398)	58,982	(2,032,645)
Total accumulated depreciation	(89,388,347)	(9,951,884)	58,982	(99,281,249)
Total capital assets, being depreciated, net	205,343,296	2,629,036	-	207,972,332
Business-type capital assets, net	<u>\$ 241,322,211</u>	<u>\$ 3,903,484</u>	<u>\$ (6,189,006)</u>	<u>\$ 239,036,689</u>

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 4 - Capital Assets – Continued

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

Governmental activities:

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

Business-type activities:

Water	\$ 5,897,692
Sewer	2,194,482
Storm Drain	1,733,775
Street Lights	125,935
Total depreciation expense - business-type activities	<u>\$ 9,951,884</u>

Total depreciation expense	<u>\$ 17,324,050</u>
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Note 5 - Compensated Absences

Accumulated unpaid vacation, compensatory leave pay and other employee benefit amounts are accrued when incurred in proprietary funds (using the accrual basis of accounting). In the governmental funds (using the modified accrual basis of accounting) only the unpaid amounts due to retired or terminated employees are recorded as liabilities. All City employees are paid from the general fund. The total compensated absences liability is reported in the government wide financial statements as long-term debt in accordance with the Governmental Accounting Standards. Based on historical estimates, the City estimates that \$759,588 of the compensated absences balance will be due in the next year.

Note 6 - Retirement Plans

General Information about the Pension Plans

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

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

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 6 - Retirement Plans – Continued

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

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

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

Summary of Benefits by System

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

*with actuarial reductions

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

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 6 - Retirement Plans - Continued

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

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

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

Utah Retirement Systems

For fiscal year ended June 30, 2024, the employer and employee contributions to the Systems were as follows:

<u>System</u>	<u>Employer Contributions</u>	<u>Employee Contributions</u>
Noncontributory System	\$ 549,964	\$ -
Public Safety System	462,840	-
Firefighters System	40,299	106,214
Tier 2 Public Employees System	760,867	-
Tier 2 Public Safety and Firefighter	580,963	40,688
Tier 2 DC Only System	57,408	-
Tier 2 DC Public Safety and Firefighter System	12,952	-
Total Contributions	<u>\$ 2,465,293</u>	<u>\$ 146,902</u>

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 6 - Retirement Plans – Continued

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

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

At June 30, 2024, we reported a net pension asset of \$1,295,998 and a net pension liability of \$2,947,938.

	Net Pension Asset	Net Pension Liability	Proportionate Share	Proportionate Share December 31, 2022	Change (Decrease)
Noncontributory System	\$ -	\$ 957,222	0.4126730%	0.4117115%	0.0009615%
Public Safety System	-	1,402,458	2.1453749%	2.0719538%	0.0734211%
Firefighters System	1,295,998	-	0.7630211%	0.7163530%	0.0466681%
Tier 2 Public Employees System	-	321,423	0.1651387%	0.1650519%	0.0000868%
Tier 2 Public Safety and Firefighter	-	266,835	0.7083649%	0.7495403%	-0.0411754%
	<u>\$1,295,998</u>	<u>\$ 2,947,938</u>			

The net pension asset and liability was measured as of December 31, 2023, and the total pension liability used to calculate the net pension asset and liability was determined by an actuarial valuation as of January 1, 2023 and rolled-forward using generally accepted actuarial procedures. The proportion of the net pension asset and liability is equal to the ratio of the employer's actual contributions to the Systems during the plan year over the total of all employer contributions to the System during the plan year.

For the year ended June 30, 2024, we recognized pension expense of \$1,912,435. At June 30, 2024, we reported deferred outflows of resources and deferred inflows of resources related to pensions for the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 1,656,375	\$ 23,479
Changes in assumptions	845,147	5,729
Net difference between projected and actual earnings on pension plan investments	664,922	-
Changes in proportion and differences between contributions and proportionate share of contributions	94,754	114,235
Contributions subsequent to the measurement date	1,266,723	-
	<u>\$ 4,527,921</u>	<u>\$ 143,443</u>

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 6 - Retirement Plans – Continued

\$1,266,723 was reported as deferred outflows of resources and deferred inflows of resources relating to pension results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2023.

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

<u>Year ended June 30,</u>	<u>Net Deferred Outflows (Inflows) of Resources</u>
2024	\$ 873,491
2025	795,047
2026	1,242,108
2027	(207,675)
2028	58,504
Thereafter	356,281
	<u>\$ 3,117,756</u>

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

For the year ended June 30, 2024 we recognized pension expense of \$725,613.

At June 30, 2024, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 670,258	\$ -
Changes in assumptions	287,242	-
Net difference between projected and actual earnings on pension plan investments	311,280	-
Changes in proportion and differences between contributions and proportionate share of contributions	11,647	2,621
Contributions subsequent to the measurement date	272,555	-
	<u>\$ 1,552,982</u>	<u>\$ 2,621</u>

\$272,555 was reported as deferred outflows of resources and deferred inflows of resources relating to pension results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2023.

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 6 - Retirement Plans – Continued

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

<u>Year ended June 30,</u>	<u>Net Deferred Outflows (Inflows) of Resources</u>
2024	\$ 428,971
2025	394,346
2026	585,228
2027	(130,739)
2028	-
Thereafter	-
	<u>\$ 1,277,806</u>

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

For the year ended June 30, 2024 we recognized pension expense of \$734,090.

At June 30, 2024, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 657,274	\$ -
Changes in assumptions	149,504	7,847
Net difference between projected and actual earnings on pension plan investments	178,155	1,035
Changes in proportion and differences between contributions and proportionate share of contributions	10,647	-
Contributions subsequent to the measurement date	232,125	-
	<u>\$ 1,227,705</u>	<u>\$ 8,882</u>

\$232,125 was reported as deferred outflows of resources and deferred inflows of resources relating to pension results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2023.

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

<u>Year ended June 30,</u>	<u>Net Deferred Outflows (Inflows) of Resources</u>
2024	\$ 445,980
2025	308,571
2026	310,779
2027	(70,241)
2028	-
Thereafter	-
	<u>\$ 995,089</u>

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 6 - Retirement Plans – Continued

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

For the year ended June 30, 2024 we recognized pension expense of (\$307,999).

At June 30, 2024, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 83,207	\$ -
Changes in assumptions	30,003	-
Net difference between projected and actual earnings on pension plan investments	111,268	-
Changes in proportion and differences between contributions and proportionate share of contributions	-	96,045
Contributions subsequent to the measurement date	20,351	-
	<u>\$ 244,829</u>	<u>\$ 96,045</u>

\$20,351 was reported as deferred outflows of resources and deferred inflows of resources relating to pension results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2023.

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

<u>Year ended June 30,</u>	<u>Net Deferred Outflows (Inflows) of Resources</u>
2024	\$ (57,765)
2025	15,881
2026	218,897
2027	(48,581)
2028	-
Thereafter	-
	<u>\$ 128,432</u>

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

For the year ended June 30, 2024 we recognized pension expense of \$419,825.

At June 30, 2024, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 6 - Retirement Plans – Continued

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 102,949	\$ 5,264
Changes in assumptions	183,981	254
Net difference between projected and actual earnings on pension plan investments	36,296	-
Changes in proportion and differences between contributions and proportionate share of contributions	42,597	6,519
Contributions subsequent to the measurement date	436,347	-
	<u>\$ 802,170</u>	<u>\$ 12,037</u>

\$436,347 reported as deferred outflows of resources and deferred inflows of resources relating to pension results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2023.

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

<u>Year ended June 30,</u>	<u>Net Deferred Outflows (Inflows) of Resources</u>
2024	\$ 30,349
2025	43,151
2026	74,101
2027	24,299
2028	33,049
Thereafter	148,837
	<u>\$ 353,786</u>

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

For the year ended June 30, 2024 we recognized pension expense of \$340,906.

At June 30, 2024, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 142,687	\$ 18,215
Changes in assumptions	194,418	5,475
Net difference between projected and actual earnings on pension plan investments	27,923	-
Changes in proportion and differences between contributions and proportionate share of contributions	29,862	8,559
Contributions subsequent to the measurement date	305,345	-
	<u>\$ 700,235</u>	<u>\$ 32,249</u>

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 6 - Retirement Plans – Continued

\$305,345 was reported as deferred outflows of resources and deferred inflows of resources relating to pension results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2023.

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

<u>Year ended December 31,</u>	<u>Net Deferred Outflows (Inflows) of Resources</u>
2024	\$ 25,956
2025	33,097
2026	53,103
2027	17,587
2028	25,455
Thereafter	207,444
	<u>\$ 362,642</u>

Actuarial assumptions: The total pension liability in the December 31, 2023, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.50 Percent
Salary increases	3.5 – 9.5 percent, average, including inflation
Investment rate of return	6.85 percent, net of pension plan investment expense, including inflation

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

The actuarial assumptions used in the January 1, 2023; valuation were based on an experience study for the period ending December 31, 2022.

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

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 6 - Retirement Plans – Continued

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

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

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

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

System	1% Decrease 5.85%	Discount Rate 6.85%	1% Increase 7.85%
Noncontributory System	\$ 4,967,930	\$ 957,222	\$(2,401,475)
Public Safety System	3,930,384	1,402,458	(664,239)
Firefighters System	8,923	(1,295,998)	(2,369,520)
Tier 2 Public Employees System	1,104,363	321,423	(285,747)
Tier 2 Public Safety and Firefighter	859,752	266,835	(207,508)
Total	<u>\$10,871,352</u>	<u>\$ 1,651,940</u>	<u>\$(5,928,489)</u>

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

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 6 - Retirement Plans – Continued

Defined Contribution Savings Plan

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

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

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

	<u>2024</u>	<u>2023</u>	<u>2022</u>
401(k) Plan			
Employer Contributions	\$ 1,198,639	\$ 1,056,801	\$ 950,975
Employee Contributions	242,806	258,176	227,388
457(b) Plan			
Employer Contributions	\$ -	\$ -	\$ -
Employee Contributions	125,686	158,599	184,596
Roth IRA Plan			
Employer Contributions	N/A	N/A	N/A
Employee Contributions	\$ 83,561	\$ 73,430	\$ 78,150
Traditional IRA Plan			
Employer Contributions	N/A	N/A	N/A
Employee Contributions	\$ 4,665	\$ 6,220	\$ 9,570

Note 7 - Interfund Transfers

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

	<u>In</u>	<u>Out</u>
Governmental:		
General Fund	\$ -	\$ 14,025,000
Capital Projects	14,000,000	-
Business-type		
Grabage	25,000	-
Total Transfers	<u>\$14,025,000</u>	<u>\$14,025,000</u>

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 7 - Interfund Transfers – Continued

The purpose of the inter-fund transfers is to meet the City's ongoing cash needs for capital projects. In addition to the transfers, the General Fund charged \$4,127,037 to the enterprise funds for personnel and administrative services and facility costs during the year.

Note 8 - Contingent Liabilities

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

On March 30, 2010 the City entered into an agreement with a neighboring municipality to provide police services. For the year ended June 30, 2024 the City received \$2,494,677 for the service.

Note 9 - Construction Commitments

The City has active construction projects as of June 30, 2024. The projects include construction of roads and utility system upgrades.

<u>Project</u>	<u>Total Contract</u>	<u>Paid/Accrued to Date</u>	<u>Commitment Outstanding</u>
All project	\$ 51,657,883	\$ 7,384,269	\$ 44,273,614

Note 10 - Risk Management

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

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

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 11 – Long-term debt

Special Assessment Bonds

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

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

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 64,000	\$ 14,256	\$ 78,256
	66,000	12,062	78,062
2027	69,000	9,323	78,323
2028	72,000	6,425	78,425
2029	74,000	3,293	77,293
Total	\$ 345,000	\$ 45,359	\$ 390,359

B. Revenue Bonds

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

2014 Water Revenue Bonds

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

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 510,000	\$ 142,376	\$ 652,376
2026	525,000	174,326	699,326
2027	540,000	158,576	698,576
2028	560,000	142,376	702,376
2029	575,000	142,376	717,376
2030-2034	3,180,000	440,054	3,620,054
Total	\$ 5,890,000	\$ 1,200,084	\$ 7,090,084

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 11 – Long-term debt

2016 Water Revenue Bonds

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

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 445,000	\$ 236,675	\$ 681,675
2026	470,000	213,800	683,800
2027	495,000	194,675	689,675
2028	515,000	175,575	690,575
2029	530,000	154,900	684,900
2030-2034	2,900,000	507,350	3,407,350
2035-2037	1,965,000	90,625	2,055,625
Total	\$ 7,320,000	\$ 1,573,600	\$ 8,893,600

The City has pledged all water utility net revenues to pay the debt service costs through maturity in 2037. During the year, the net revenue before depreciation was \$4,458,818 and the debt service requirement was \$683,425.

2018 Sewer Revenue Bonds

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

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 455,000	\$ 252,862	\$ 707,862
2026	470,000	239,212	709,212
2027	485,000	225,112	710,112
2028	500,000	210,562	710,562
2029	510,000	195,562	705,562
2030-2034	2,805,000	734,974	3,539,974
2035-2038	2,600,000	231,528	2,831,528
Total	\$ 7,825,000	\$ 2,089,812	\$ 9,914,812

The City has pledged all sewer utility net revenues to pay the debt service costs through maturity in 2038. During the year, the net revenue before depreciation was \$3,148,059 and the debt service requirement was \$706,062.

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 11 - Long-term Debt – Continued

Sales Tax Revenue Bonds

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

2011 Sales Tax Revenue Bonds

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

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 220,000	\$ 70,688	\$ 290,688
2026	230,000	61,888	291,888
2027	240,000	52,688	292,688
2028	250,000	43,088	293,088
2029	260,000	33,088	293,088
2030-2031	550,000	34,238	584,238
Total	\$ 1,750,000	\$ 295,678	\$ 2,045,678

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 11 - Long-term Debt – Continued

2017 Sales Tax Revenue Bonds

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

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 450,000	\$ 222,926	\$ 672,926
2026	460,000	209,426	669,426
2027	475,000	195,626	670,626
2028	490,000	181,376	671,376
2029	505,000	166,676	671,676
2030-2034	2,760,000	596,964	3,356,964
2035-2037	1,880,000	133,174	2,013,174
Total	<u><u>\$ 7,020,000</u></u>	<u><u>\$ 1,706,168</u></u>	<u><u>\$ 8,726,168</u></u>

During the year the sales tax revenue was \$12,610,301 and the debt service requirement was \$670,976 or 5% of the sales tax revenue. The City has pledged all of its sales tax revenues.

2023 Lease Revenue Bond

On November 29, 2023, the city issued \$40,000,000 in Series 2023 Lease Revenue Bonds at interest rates ranging from 3.3% to 5.65% with annual principal and semi-annual interest payments ending with a maturity date of December 1, 2043. The bonds proceeds will finance the costs associated with acquiring, and constructing a new City building, The City Municipal Building Authority has pledged the base rental as security to the bond.

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 435,000	\$ 2,764,362	\$ 3,199,362
2026	1,400,000	1,802,720	3,202,720
2027	1,445,000	1,753,633	3,198,633
2028	1,500,000	1,701,345	3,201,345
2029	1,555,000	1,645,577	3,200,577
2030-2034	8,765,000	7,237,104	16,002,104
2035-2039	10,900,000	5,100,698	16,000,698
2040-2043	14,000,000	2,000,480	16,000,480
Total	<u><u>\$ 40,000,000</u></u>	<u><u>\$ 24,005,919</u></u>	<u><u>\$ 64,005,919</u></u>

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 11 - Long-term Debt – Continued

C. Note Payable

Culinary Water System

Prior to the City being established in December 1997, a water company had built a water system in the area covered by the City. On February 2, 2005, the city entered into a settlement agreement to purchase the water system and the rights to the unused water capacity. The City's obligation of \$21,000,000 is to be serviced by paying two-thirds, presently \$2,000, of each connection or impact fee collected. By agreement, the obligation bears no interest. If the City has not paid the full obligation by February 2, 2025, then the remaining, unpaid balance becomes due at that date. The note is an obligation of the water enterprise fund. Based on the projection of 525 connections annually, The note was repaid in 2024.

Note Payable – Developer

In 2017 the City entered into an agreement to reimburse a developer for work performed on the storm drain system. The developer placed improvements to the storm drain infrastructure in the amount of \$3,136,549. The City agreed to reimburse the developer with impact fees collected and credits used. Because reimbursement is contingent upon impact fees assigned, there is no amortization schedule for this note. As of June 30, 2024 the outstanding balance was \$1,504,333.

Lease Obligation

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

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 65,011	\$ 2,384	\$ 67,395
Total	<u><u>\$ 65,011</u></u>	<u><u>\$ 2,384</u></u>	<u><u>\$ 67,395</u></u>

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 11 - Long-term Debt – Continued

D. Changes in Long-term Debt

During the year ended June 30, 2024, the following activity occurred in liabilities reported as long-term:

	<u>Balance at June 30,2023</u>	<u>Additions</u>	<u>Reductions</u>	<u>Balance at June 30, 2024</u>	<u>Due within one year</u>
Governmental activities					
Bonds payable:					
2011 Sales Tax Revenue Bond	\$ 1,960,000	\$ -	\$ (210,000)	\$ 1,750,000	\$ 220,000
2017 Sales Tax Revenue Bond	7,455,000	-	(435,000)	7,020,000	450,000
Unamortized Bond Premium	212,950	-	(15,211)	197,739	-
2024 Lease Revenue Bond	-	40,000,000	-	40,000,000	435,000
Total bonds payable	9,627,950	40,000,000	(660,211)	48,967,739	1,105,000
Lease Obligation	320,564	-	(255,553)	65,011	65,011
Net pension liability	1,791,765	947,042	-	2,738,807	-
Compensated absences	1,266,949	858,477	(759,588)	1,365,838	759,588
Total Governmental Long-Term Obligations	<u>\$ 13,007,228</u>	<u>\$41,805,519</u>	<u>\$ (1,675,352)</u>	<u>\$ 53,137,395</u>	<u>\$ 1,929,599</u>

	<u>Balance at June 30,2023</u>	<u>Additions</u>	<u>Reductions</u>	<u>Balance at June 30, 2024</u>	<u>Due within one year</u>
Business-Type Activities					
Bonds payable:					
2012 Special Assessment Bond	\$ 475,000	\$ -	\$ (130,000)	\$ 345,000	\$ 64,000
2014 Water Revenue Bond	6,385,000	-	(495,000)	5,890,000	510,000
2016 Water Revenue Bond	7,745,000	-	(425,000)	7,320,000	445,000
Unamortized Bond Premium	282,078	-	(21,698)	260,380	-
2018 Sewer Revenue Bond	8,265,000	-	(440,000)	7,825,000	455,000
Unamortized Bond Premium	73,632	-	(5,260)	68,372	-
Total bonds payable	23,225,710	-	(1,516,958)	21,708,752	1,474,000
Contract Payable	160,518		(160,518)	-	-
Note payable - developer	1,938,565	-	(434,232)	1,504,333	-
Net pension liability	118,432	90,699	-	209,131	-
Compensated absences	64,111	58,694	(30,324)	92,481	30,325
Total Business-Type Long-Term Obligations	<u>\$ 25,507,336</u>	<u>\$ 149,393</u>	<u>\$ (2,142,032)</u>	<u>\$ 23,514,697</u>	<u>\$ 1,504,325</u>

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

CITY OF SARATOGA SPRINGS
Notes to the Financial Statements
June 30, 2024

Note 12 – Community Development Agency

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

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

Intergovernmental Revenue

Project Area 1:	\$ 880,000
Total intergovernmental received by CDA	<u>\$ 880,000</u>

Revenues Expended:

Administrative costs	\$ -
Developer Agreements	880,400
Total funds expended by CDA	<u>\$ 880,400</u>

Note 13 – Subsequent Events

We have evaluated the events and transactions for potential recognition or disclosure through November 26, 2024, the date the financial statements were available to be issued.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF SARATOGA SPRINGS
Required Supplementary Information
Schedule of the Proportionate Share of the Net Pension Liability
June 30, 2024
Last 10 Fiscal Years*

	Fiscal Year	Proportion of the net liability (asset)	Proportionate share of the net pension liability (asset)	Covered payroll	Proportionate share of the net pension liability (asset) as a percentage of its covered payroll	Plan fiduciary net position as a percentage of the total pension liability
Noncontributory System						
	2015	0.2635465%	\$ 1,144,381	\$ 2,236,578	51.20%	90.20%
	2016	0.2668688%	1,510,073	2,164,610	69.76%	87.80%
	2017	0.2917979%	1,873,700	2,353,876	79.60%	87.30%
	2018	0.2958139%	1,296,049	2,266,730	57.18%	91.90%
	2019	0.3162762%	2,328,971	2,433,749	95.69%	87.00%
	2020	0.3350093%	1,262,606	2,526,865	49.97%	93.70%
	2021	0.3430151%	175,947	2,458,606	7.16%	99.20%
	2022	0.3935716%	(2,254,027)	2,892,370	-77.93%	108.70%
	2023	0.4117115%	705,158	3,019,508	23.35%	97.50%
	2024	0.4126730%	957,222	3,034,250	31.55%	96.90%
Public Safety System						
	2015	0.2635465%	574,927	1,140,839	50.40%	89.00%
	2016	1.3970959%	681,715	1,149,462	59.31%	87.60%
	2017	1.4915100%	929,654	1,235,277	75.26%	86.10%
	2018	1.5064946%	727,943	1,202,686	60.53%	90.50%
	2019	1.7780179%	1,401,071	1,287,130	108.85%	85.60%
	2020	1.8502266%	918,822	1,277,023	71.95%	91.70%
	2021	2.0000007%	719,065	1,345,049	53.46%	94.50%
	2022	2.0977891%	(751,262)	1,360,181	-55.23%	105.10%
	2023	2.0719538%	962,785	1,485,089	64.83%	93.70%
	2024	2.1453749%	1,402,458	1,541,687	90.97%	92.09%
Firefighters retirement system						
	2015	0.3034621%	(33,395)	252,495	-13.20%	101.30%
	2016	0.3757619%	63,939	316,691	20.19%	98.10%
	2017	0.4743030%	70,158	410,102	17.11%	98.40%
	2018	0.4811169%	(107,932)	402,462	-26.82%	102.30%
	2019	0.5103655%	206,265	417,313	49.43%	96.10%
	2020	0.5488766%	(234,220)	451,447	-76.03%	105.80%
	2021	0.5959690%	(802,979)	491,949	-163.22%	112.00%
	2022	0.6530226%	(1,766,377)	534,527	-330.46%	122.90%
	2023	0.7163530%	(901,669)	587,191	-153.56%	110.30%
	2024	0.7630211%	(1,295,998)	634,391	-204.29%	113.31%
Tier 2 Public Employees Retirement System						
	2015	0.0561807%	(1,703)	275,889	-0.60%	103.50%
	2016	0.0886421%	(194)	572,836	-0.03%	100.20%
	2017	0.1129970%	12,605	926,665	1.36%	95.10%
	2018	0.1337068%	11,789	1,306,770	0.90%	97.40%
	2019	0.1257648%	53,862	1,470,210	3.66%	90.80%
	2020	0.1307647%	29,410	1,817,220	1.62%	96.50%
	2021	0.1438459%	20,689	2,299,270	0.90%	98.30%
	2022	14.4618300%	(61,208)	2,683,541	-2.28%	103.80%
	2023	0.1650519%	179,724	3,599,853	4.99%	92.30%
	2024	0.1651387%	321,423	4,269,419	7.53%	89.58%
Tier 2 Public Safety and Firefighters retirement system						
	2015	0.5381763%	(7,961)	222,627	-3.60%	120.50%
	2016	0.4654713%	(6,801)	276,945	-2.46%	110.70%
	2017	0.5354597%	(4,648)	442,409	-1.05%	103.60%
	2018	0.5385951%	(6,232)	568,236	-1.10%	103.00%
	2019	0.7115034%	17,827	950,988	1.87%	95.60%
	2020	0.6651502%	62,567	1,096,302	5.71%	89.60%
	2021	0.6958170%	62,411	1,381,658	4.52%	93.10%
	2022	0.8373416%	(42,321)	2,002,406	-2.11%	102.80%
	2023	0.4954030%	62,530	2,306,183	2.71%	96.40%
	2024	0.7086349%	266,835	2,684,028	9.94%	89.10%

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

CITY OF SARATOGA SPRINGS
Required Supplementary Information
Schedule of Contributions
June 30, 2024
Last 10 Fiscal Years*

	Fiscal year ended June 30,	Actuarial Determined Contribution	Contributions in relation to the contractually required contribution	Contribution deficiency (excess)	Covered payroll	Contribution as a percentage of covered payroll
Noncontributory System	2015	\$ 410,152	\$ 410,152	\$ -	\$ 2,234,890	18.35%
	2016	398,883	398,883	-	2,159,626	18.47%
	2017	422,199	422,199	-	2,295,957	18.39%
	2018	439,512	439,512	-	2,406,599	18.26%
	2019	456,481	456,481	-	2,485,898	18.36%
	2020	462,434	462,434	-	2,516,868	18.37%
	2021	468,326	468,326	-	2,540,626	18.43%
	2022	566,357	566,357	-	3,078,209	18.40%
	2023	538,775	538,775	-	3,000,567	17.96%
	2024	549,964	549,964	-	3,060,470	17.97%
Public Safety System	2015	272,932	272,932	-	1,138,990	23.96%
	2016	279,168	279,168	-	1,175,484	23.75%
	2017	284,450	284,450	-	1,190,696	23.89%
	2018	306,295	306,295	-	1,286,043	23.82%
	2019	332,460	332,460	-	1,286,651	25.84%
	2020	353,586	353,586	-	1,298,806	27.22%
	2021	370,789	370,789	-	1,359,194	27.28%
	2022	391,713	391,713	-	1,392,623	28.13%
	2023	440,334	440,334	-	1,545,484	28.49%
	2024	462,840	462,840	-	1,547,705	29.90%
Firefighters System	2015	18,440	18,440	-	279,810	6.59%
	2016	23,989	23,989	-	355,634	6.75%
	2017	26,859	26,859	-	403,277	6.66%
	2018	28,456	28,456	-	424,716	6.70%
	2019	30,989	30,989	-	429,077	7.22%
	2020	34,509	34,509	-	476,642	7.24%
	2021	36,503	36,503	-	504,181	7.24%
	2022	41,331	41,331	-	570,871	7.24%
	2023	38,457	38,457	-	617,091	6.23%
	2024	40,299	40,299	-	635,631	6.34%
Tier 2 Public Employees System	2016	112,743	112,743	-	756,062	41.91%
	2017	156,900	156,900	-	1,052,316	14.91%
	2018	229,355	229,355	-	1,517,905	15.11%
	2019	251,427	251,427	-	1,618,073	15.54%
	2020	321,216	321,216	-	2,051,192	15.86%
	2021	390,267	390,267	-	2,471,484	15.79%
	2022	504,025	504,025	-	3,138,016	16.06%
	2023	636,624	636,624	-	3,976,367	16.01%
	2024	760,867	760,867	-	4,752,455	16.01%
Tier 2 Public Safety and Firefighters System*	2015	57,532	57,532	-	385,088	14.94%
	2016	112,743	112,743	-	756,062	14.91%
	2017	77,557	77,557	-	465,913	16.65%
	2018	127,672	127,672	-	773,055	16.52%
	2019	185,331	185,331	-	1,026,493	18.05%
	2020	216,163	216,163	-	1,234,416	17.51%
	2021	320,694	320,694	-	1,657,881	19.34%
	2022	428,285	428,285	-	2,194,570	19.52%
	2023	465,959	465,959	-	2,398,078	19.43%
	2024	580,963	580,963	-	3,048,356	19.06%
Tier 2 Public Employees DC Only System*	2015	2,254	2,254	-	52,502	4.29%
	2016	2,376	2,376	-	35,507	6.69%
	2017	3,517	3,517	-	52,577	6.69%
	2018	7,011	7,011	-	104,797	6.69%
	2019	13,925	13,925	-	208,148	6.69%
	2020	21,390	21,390	-	319,731	6.69%
	2021	28,863	28,863	-	430,494	6.70%
	2022	31,897	31,897	-	476,788	6.69%
	2023	39,629	39,629	-	640,212	6.19%
	2024	57,407	57,407	-	927,426	6.19%
Tier 2 Public Safety and Fire Fighter DC Only System*	2015	-	-	-	-	-
	2016	-	-	-	-	-
	2017	-	-	-	-	-
	2018	-	-	-	-	-
	2019	1,137	1,137	-	11,676	9.74%
	2020	4,602	4,602	-	47,249	9.74%
	2021	9,102	9,102	-	115,367	7.89%
	2022	11,848	11,848	-	218,235	5.43%
	2023	12,811	12,811	-	285,778	4.48%
	2024	12,952	12,952	-	251,828	5.14%

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

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

CITY OF SARATOGA SPRINGS
Notes to Required Supplementary Information
For the year ended June 30, 2024

Change in Assumptions

Changes include updates to the mortality improvement assumption, salary increase assumption, disability incidence assumption, assumed retirement rates, and assumed termination rates, as recommended with the January 1, 2023 actuarial experience study.

CITY OF SARATOGA SPRINGS
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget to Actual
Municipal Building Authority
For the Year Ended June 30, 2024

	Budgeted Amounts		Actual Totals	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Intergovernmental	\$ -	\$ -	\$ -	\$ -
Investment earnings	-	226,000	1,113,929	887,929
Impact fees	-	-	-	-
Miscellaneous	-	-	-	-
Total Revenues	-	226,000	1,113,929	887,929
EXPENDITURES				
General government	-	-	-	-
Public safety	-	-	-	-
Highways and public works	-	100,000	85,931	14,069
Parks and recreation	-	-	-	-
Capital expenditures	-	40,400,000	3,398,838	37,001,162
Debt service	-	-	-	-
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Bond issuance costs	-	300,000	225,143	74,857
Total expenditures	-	40,800,000	3,709,912	37,090,088
Excess (deficit) of revenues over (under) expenditures	-	(40,574,000)	(2,595,983)	37,978,017
OTHER FINANCING SOURCES (USES)				
Bond issued	-	40,574,000	40,000,000	(574,000)
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	40,574,000	40,000,000	(574,000)
Net change in fund balance	-	-	37,404,017	37,404,017
Fund balances - beginning	-	-	-	-
Fund balances - ending	\$ -	\$ -	\$ 37,404,017	\$ 37,404,017

SUPPLEMENTARY INFORMATION

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

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

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

CITY OF SARATOGA SPRINGS
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget to Actual
Capital Projects Fund
For the Year Ended June 30, 2024

	Budgeted Amounts		Actual	Variance with Final Budget - Positive (Negative)
	Original	Final	Totals	
REVENUES				
Intergovernmental	\$ 10,628,220	\$ 16,416,220	\$ 12,074,005	\$ (4,342,215)
Investment earnings	226,500	886,000	1,536,950	650,950
Impact fees	3,681,000	3,681,000	5,109,754	1,428,754
Miscellaneous	-	55,000	55,445	445
Total Revenues	14,535,720	21,038,220	18,776,154	(2,262,066)
EXPENDITURES				
General government	30,000	103,464	33,376	70,088
Public safety	250,000	165,357	161,238	4,119
Highways and public works	1,040,000	1,444,715	1,187,669	257,046
Parks and recreation	40,000	120,890	110,259	10,631
Capital expenditures	3,751,326	41,080,904	12,852,939	28,227,965
Debt service				
Principal retirement	400,000	400,000	690,554	(290,554)
Interest and fiscal charges	250,000	250,000	245,355	4,645
Bond issuance costs			-	-
Total expenditures	5,761,326	43,565,330	15,281,390	28,283,940
Excess (deficit) of revenues over (under) expenditures	8,774,394	(22,527,110)	3,494,764	26,021,874
OTHER FINANCING SOURCES (USES)				
Bond Issued	-	-	-	-
Transfers in	5,765,970	16,927,814	14,000,000	(2,927,814)
Transfers out	(4,783,152)	(15,944,996)	-	15,944,996
Total other financing sources (uses)	982,818	982,818	14,000,000	13,017,182
Net change in fund balance	9,757,212	(21,544,292)	17,494,764	39,039,056
Fund balances - beginning	19,906,661	19,906,661	19,906,661	-
Fund balances - ending	\$ 29,663,873	\$ (1,637,631)	\$ 37,401,425	\$ 39,039,056

CITY OF SARATOGA SPRINGS
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget to Actual
Community Development Agency
For the Year Ended June 30, 2024

	Budgeted Amounts		Actual	Variance with
	Original	Final	Totals	Final Budget - Positive (Negative)
REVENUES				
Intergovernmental	\$ 760,000	\$ 880,000	\$ 880,000	\$ -
Total revenues	760,000	880,000	880,000	-
EXPENDITURES				
Community Development	760,000	880,000	808,400	71,600
Total expenditures	760,000	880,000	808,400	71,600
Excess (deficit) of revenues over (under)				
expenditures	-	-	71,600	71,600
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Net change in fund balance	-	-	71,600	71,600
Fund balances - beginning	-	-	164,619	164,619
Fund balances - ending	\$ -	\$ -	\$ 236,219	\$ 236,219

CITY OF SARATOGA SPRINGS
Combining Financial Statements
Nonmajor Proprietary Funds

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

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

CITY OF SARATOGA SPRINGS

Combining Statement of Net Position

Nonmajor Proprietary Funds

June 30, 2024

	Garbage	Street Lights	Total
<u>ASSETS</u>			
Current assets:			
Cash and cash equivalents and investments	\$ 516,649	\$ 1,332,558	\$ 1,849,207
Accounts receivable - net	329,743	71,533	401,276
Due from other funds	-	31,680	31,680
Total current assets	846,392	1,435,771	2,282,163
Noncurrent assets:			
Capital Assets			
Equipment	-	145,503	145,503
Street light system	-	5,976,268	5,976,268
Less: Accumulated depreciation	-	(3,551,676)	(3,551,676)
Total capital assets	-	2,570,095	2,570,095
Total noncurrent assets	-	2,570,095	2,570,095
 Total assets	846,392	4,005,866	4,852,258
<u>DEFERRED OUTFLOWS OF RESOURCES</u>			
Pension related costs	-	-	-
Total deferred outflow of resources	-	-	-
 Total assets & deferred outflows of resources	\$ 846,392	\$ 4,005,866	\$ 4,852,258
<u>LIABILITIES</u>			
Current liabilities:			
Accounts payable and accrued liabilities	\$ 10,442	\$ 11,926	\$ 22,368
Due to other funds	-	-	-
Unearned revenue	-	32,030	32,030
Total current liabilities	10,442	43,956	54,398
Noncurrent liabilities:			
Total noncurrent liabilities	-	-	-
Total liabilities	10,442	43,956	54,398
<u>DEFERRED INFLOWS OF RESOURCES</u>			
Pension related costs	-	-	-
Total deferred inflows of resources	-	-	-
<u>NET POSITION</u>			
Net investment in capital assets	-	2,570,095	2,570,095
Unrestricted	835,950	1,391,815	2,227,765
Total net Position	835,950	3,961,910	4,797,860
 Total liabilities, deferred inflows of resources and net position	\$ 846,392	\$ 4,005,866	\$ 4,852,258

CITY OF SARATOGA SPRINGS

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

Nonmajor Proprietary Funds

For the Year Ended June 30, 2024

	Garbage	Street Lights	Total
Operating revenues:			
Charges for services	\$ 3,027,256	\$ 675,380	\$ 3,702,636
Total operating revenues	3,027,256	675,380	3,702,636
 Operating expenses:			
 Personnel Services	-	44,920	44,920
Supplies and Maintenance	4,492	185,182	189,674
Administration	177,561	58,894	236,455
Treatment and sanitation	2,495,464	-	2,495,464
Depreciation	-	125,933	125,933
Total operating expenses	2,677,517	414,929	3,092,446
Operating income	349,739	260,451	610,190
 Nonoperating revenues (expenses):			
Interest revenue	41,275	51,162	92,437
Total nonoperating revenues (expenses)	41,275	51,162	92,437
 Net income (loss) before contributions and transfers	391,014	311,613	702,627
 Contributions and transfers			
Contributions from developers	-	208,300	208,300
Operating transfers in	25,000	-	25,000
Total contributions and transfers	25,000	208,300	233,300
 Change in net Position	416,014	519,913	935,927
 Total net position - beginning	419,936	3,441,997	3,861,933
Total net position - ending	\$ 835,950	\$ 3,961,910	\$ 4,797,860

CITY OF SARATOGA SPRINGS

Combining Statement of Cash Flows

Nonmajor Proprietary Funds

For the Year Ended June 30, 2024

	Garbage	Street Lights	Total
Cash Flows From Operating Activities			
Receipts from customers	\$ 2,981,894	\$ 669,305	\$ 3,651,199
Payments to employees	-	(44,920)	(44,920)
Payments to suppliers	(2,682,687)	(242,695)	(2,925,382)
Net cash provided (used) by operating activities	299,207	381,690	680,897
Cash Flows From Noncapital Financing Activities			
Advance from other funds	-	32,030	32,030
Transfers In	25,000	-	25,000
Net cash provided (used) by noncapital financing activities	25,000	32,030	57,030
Cash Flows From Capital and Related Financing Activities			
Purchase of Capital Assets	-	-	-
Proceeds from the sale of assets	-	-	-
Net cash provided (used) by capital and related financing activities	-	-	-
Cash Flows From Investing Activities			
Interest and dividends received	41,275	51,162	92,437
Net cash provided (used) by investing and related financing activities	41,275	51,162	92,437
Net increase (decrease) in cash and cash equivalents	365,482	464,882	830,364
Cash and cash equivalents - beginning	151,167	867,676	1,018,843
Cash and cash equivalents - end	\$ 516,649	\$ 1,332,558	\$ 1,849,207
Reconciliation of operating income to net cash provided (used) by operating activities:			
Operating income	\$ 349,739	\$ 260,451	\$ 610,190
Adjustments to reconcile operating income to net cash provided (used) by			
Depreciation expense	-	125,933	125,933
(Increase)/ decrease in accounts receivable	(45,362)	(6,075)	(51,437)
(Increase)/ decrease in due from other funds	-	-	-
(Increase)/ decrease in net pension asset	-	-	-
(Increase)/ decrease in deferred outflows	-	-	-
Increase/(decrease) in unearned revenues	-	-	-
Increase/(decrease) in net pension liability	-	-	-
Increase/(decrease) in deferred inflows	-	-	-
Increase/(decrease) in accounts payable	(5,170)	1,381	(3,789)
Increase/(decrease) in due to other funds	-	-	-
Total adjustments	(50,532)	121,239	70,707
Net cash provided (used) by operating activities	\$ 299,207	\$ 381,690	\$ 680,897
Capital assets contributed by developers		\$ 208,300	\$ 208,300



GILBERT & STEWART

CERTIFIED PUBLIC ACCOUNTANTS
A PROFESSIONAL CORPORATION
ESTABLISHED 1974

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JAMES E. STEWART, CPA

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Saratoga Springs (the City), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated November 20, 2024.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Gilbert & Stewart

GILBERT & STEWART, CPA PC
Provo, Utah
November 20, 2024



CITY COUNCIL STAFF REPORT

Author: Brock Cleverly, Treasurer
Subject: Fraud Assessment FY 2024-2025
Date: Dec. 3, 2024
Type of Item: Informational/ Resolution

Topic

Attached is the Fraud Risk Assessment and backup documentation.

Background

The State of Utah recently developed a Fraud Risk Assessment that is to be completed by the finance department and presented to the City Council annually. The State has decided to implement a yearly Fraud Risk Assessment due to regularly receiving complaints of fraud or abuse by local government officials. It is the hope of the Office of the State Auditor that local governments will use this assessment as a starting point and that they will add to and adapt this form to improve how they manage their internal controls and the risk of fraud, waste and abuse.

Overview of the Fraud Risk Assessment

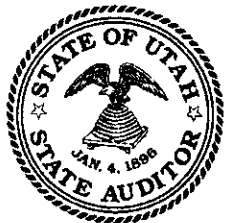
The Office of the State Auditor unveiled the Fraud Risk Assessment in order to offer direction on how to prevent occurrences of fraud. The program is designed to help measure and reduce the risk of undetected fraud, abuse, and noncompliance in local governments.

The State has developed a five-level assessment score that is intended to communicate the entity's risk of undetected fraud, abuse, or noncompliance. The levels are based upon points assigned to each of the recommended measures. Since some measures are more effective than others, the most effective measures are assigned the most points. The higher the score, the lower the risk.

The Fraud Risk Assessment is requiring us to take a look at our current internal controls and assessing them to see where improvements can be made to help lower our risk of fraud. Using the questionnaire provided by the Office of the State Auditor we have earned a score or which places us in the Very Low Risk Level.

Recommendation:

Staff recommends approval of the Fraud Risk Assessment for fiscal year 2024-25.



OFFICE OF THE
STATE AUDITOR

Questionnaire

Revised December 2020

Fraud Risk Assessment

INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking "Yes" on each of the questions in the table. Partial points may not be earned on any individual question.
- Total the points of the questions marked "Yes" and enter the total on the "Total Points Earned" line.
- Based on the points earned, circle/highlight the risk level on the "Risk Level" line.
- Enter on the lines indicated the entity name, fiscal year for which the Fraud Risk Assessment was completed, and date the Fraud Risk Assessment was completed.
- Print CAO and CFO names on the lines indicated, then have the CAO and CFO provide required signatures on the lines indicated.

Fraud Risk Assessment

Continued

*Total Points Earned: 375 /395 *Risk Level:

Very Low
> 355

Low
316-355

Moderate
276-315

High
200-275



Very High
< 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	✓	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	✓	5
b. Procurement?	✓	5
c. Ethical behavior?	✓	5
d. Reporting fraud and abuse?	✓	5
e. Travel?	✓	5
f. Credit/Purchasing cards (where applicable)?	✓	5
g. Personal use of entity assets?	✓	5
h. IT and computer security?	✓	5
i. Cash receipting and deposits?	✓	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	✓	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	✓	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	✓	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?		20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	✓	20
7. Does the entity have or promote a fraud hotline?	✓	20
8. Does the entity have a formal internal audit function?	✓	20
9. Does the entity have a formal audit committee?	✓	20

*Entity Name: City of Saratoga Springs

*Completed for Fiscal Year Ending: 06/30/2024 *Completion Date: 11/15/2024

*CAO Name: Mark Christensen *CFO Name: Chelese Rawlings

*CAO Signature:  CFO Signature: 

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	✓			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	✓			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".	✓			
4. Are all the people who have access to blank checks different from those who are authorized signers?	✓			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	✓			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	✓			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	✓			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	✓			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	✓			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	✓			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			

* MC = Mitigating Control

Basic Separation of Duties

Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

■ If all of the questions were answered “Yes” or “No” with mitigating controls (“MC”) in place, or “N/A,” the entity has achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will be answered “Yes.” 200 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

⊗ If any of the questions were answered “No,” and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will remain blank. 0 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

Definitions:

Board Chair is the elected or appointed chairperson of an entity’s governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of government.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity’s place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.

RESOLUTION NO. R24-62 (12-3-24)

**A RESOLUTION TO ACKNOWLEDGE AND ACCEPT
THE CITY OF SARATOGA SPRINGS FRAUD
ASSESSMENT FOR FISCAL YEAR 2024–2025.**

WHEREAS, the City of Saratoga Springs, Utah is encouraged by the Utah State Auditor’s Office to complete a Fraud Assessment and present it to the City Council; and

WHEREAS, pursuant to the State Auditor’s recommendation, City Staff has completed the Fraud Assessment and presents it to the City Council.

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

1. The City of Saratoga Springs does hereby accept and approve the Fraud Assessment, attached as Exhibit A, for the Fiscal Year 2024–2025.
2. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 3rd day of December, 2024.

CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION

Signed: _____
Jim Miller, Mayor

Attest: _____
Nicolette Fike, City Recorder

EXHIBIT A
Fraud Assessment (attached hereto)

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

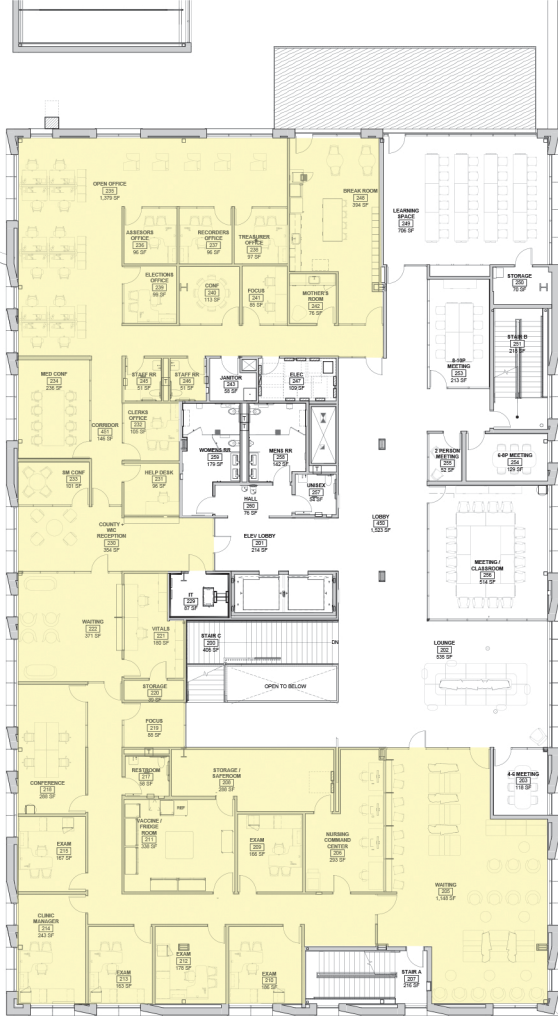


EXHIBIT “B”

DESCRIPTION OF PROJECT

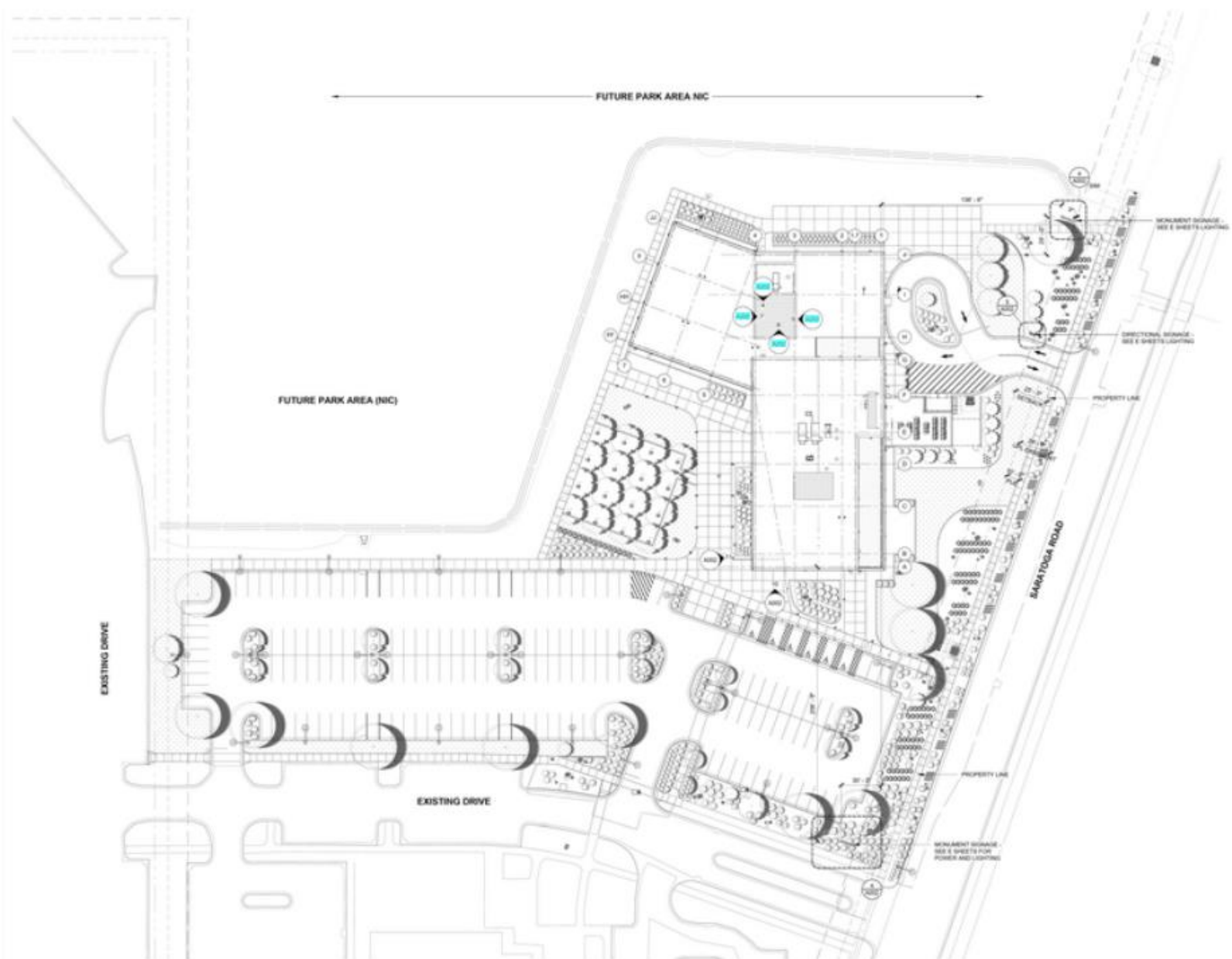


EXHIBIT "C"

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.

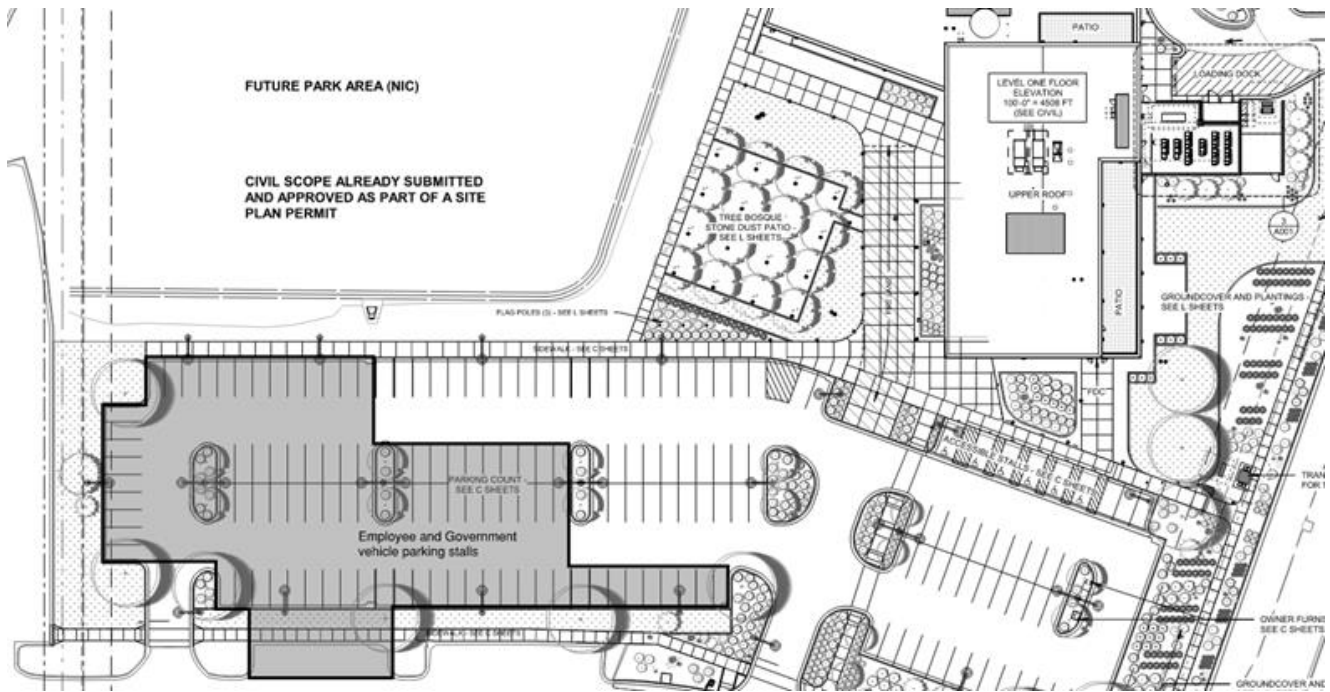
22. These rules and regulations are in addition to, and shall not be construed to in any way modify, alter or amend, in whole or in part, the terms, covenants, agreements, and conditions of the Sublease.

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.

Parking Locations



RESOLUTION NO. R24-63 (12-3-24)

**RESOLUTION OF THE CITY OF SARATOGA SPRINGS, UTAH
APPROVING A SUBLEASE AGREEMENT WITH UTAH COUNTY**

WHEREAS, the Saratoga Springs Local Building Authority (“LBA”) is currently constructing a governmental office building (“City Hall”) located at 319 S. Saratoga Road, Saratoga Springs, UT 84045 (“Premises”); and

WHEREAS, City Hall is being leased to the City of Saratoga Springs (“City”) pursuant to a Master Lease Agreement dated approximately November 1, 2023; and

WHEREAS, per applicable law, the City may sublease portions of the premises to other governmental entities for governmental purposes only; and

WHEREAS, the City wishes to lease to Utah County, a governmental entity, certain office containing approximately 9,210 square feet of City Hall, which subleased area is more specifically described in the Sublease Agreement, attached as Exhibit A; and

WHEREAS, per the terms of the Master Lease Agreement between the City and LBA, the City has obtained a legal opinion from bond counsel that such sublease will not in and of itself cause interest on the Series 2023 Bonds (issued to finance City Hall) to be included in gross income of the LBA; and

WHEREAS, the City Council has determined that it is in the best interests of the residents of the City and will promote the general health, safety, and welfare to sublease the Premises to Utah County.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Saratoga Springs, Utah that the Sublease Agreement attached as Exhibit A is approved and the City Manager or Mayor is authorized to sign said Agreement. This resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 3rd day of December, 2024.

City of Saratoga Springs

Mayor

Attest:

City Recorder’s Office

EXHIBIT A
Sublease Agreement



CITY OF SARATOGA SPRINGS CITY COUNCIL

2025 ANNUAL NOTICE OF REGULAR MEETING SCHEDULE

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

Regular meetings will be held as follows:

January

Tuesday, January 7, 2025
Tuesday, January 21, 2025

February

Tuesday, February 4, 2025
Tuesday, February 18, 2025

March

Tuesday, March 4, 2025
Tuesday, March 18, 2025

April

Tuesday, April 8, 2025
(No Meetings held the 1st or 3rd Tuesdays due to ASD
Spring Break and ULCT Conf.)

May

Tuesday, May 6, 2025
Tuesday, May 20, 2025

June

Tuesday, June 3, 2025
Tuesday, June 17, 2025

July

Tuesday, July 1, 2025
Tuesday, July 15, 2025

August

Tuesday, August 5, 2025
Tuesday, August 19, 2025

September

Tuesday, September 2, 2025
Tuesday, September 16, 2025

October

Tuesday, October 7, 2025
Tuesday, October 21, 2025

November

Tuesday, November 18, 2025
(No Meeting held the 1st Tuesday due to Elections.)

December

Tuesday, December 2, 2025
(No Meeting the 3rd Tuesday due to Christmas Holiday.)

City Recorder

Approved by the City Council on December 3, 2024

RESOLUTION NO. R24-64 (12-3-24)

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SARATOGA SPRINGS, UTAH ADOPTING
THE 2025 CITY COUNCIL REGULAR MEETING
SCHEDULE ANNUAL NOTICE.**

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

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

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

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

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

Passed on the 3rd day of December, 2024.

CITY OF SARATOGA SPRINGS, UTAH

Jim Miller, Mayor

Attest: _____
Nicolette Fike, City Recorder

EXHIBIT A

RESOLUTION R24-66 (12-3-24)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS, UTAH, CONSENTING TO THE TRANSFER OF TITLE TO PROPERTY LOCATED IN THE BOUNDARY OF THE INTERLOCAL OF THE NEW SCHOOL DISTRICT IN WEST UTAH COUNTY

WHEREAS, in the 2024 General Election, voters approved a proposal to create a new school district consisting of the boundaries of the incorporated limits of Saratoga Springs, Eagle Mountain, Fairfield, and Cedar Fort, plus the unincorporated areas in the western portions of the existing Alpine School District; and

WHEREAS, Alpine School District wishes to sell Utah County Parcel 59:042:0008, located within the boundaries of the new school district, as it is in the direct path of a proposed new highway; and

WHEREAS, Utah Code Annotated 53G-3-302(6) states that a divided school district may not transfer or agree to transfer title to district property beginning on the day the new school district is created, without the prior consent of the legislative bodies of all interlocal agreement participants in which the boundaries of the new school district are located; and

WHEREAS, the City Council of the City of Saratoga Springs, Utah, finds it is in the public interest to consent to the sale of Utah County Parcel 59:042:0008 to allow Alpine School District to purchase a new parcel in the same area that is not affected by a future highway.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Saratoga Springs, Utah:

1. The City Council of the City of Saratoga Springs, Utah, consents to the sale of Utah County Parcel 59:042:0008.
2. This Resolution shall become effective immediately upon its passing.

PASSED AND APPROVED this 3rd day of December, 2024.

City of Saratoga Springs

Mayor

Attest:

City Recorder's Office



MINUTES – City Council Joint Workshop with Neighboring Cities - Special Session

JOINT WORKSESSION MEETING WITH THE CITIES OF SARATOGA SPRINGS, AMERICAN FORK, CEDAR FORT, EAGLE MOUNTAIN, FAIRFIELD, AND LEHI

Tuesday, October 29, 2024, 6:00 p.m.

Cedar Fort Community Center, 475 South 100 East, Cedar Fort, UT 84013

Present:

Saratoga Springs: Mayor Jim Miller; Council Members Audrey Barton, Michael McOmber, Lance Wadman, City Manager Mark J. Christensen, Assistant City Manager Owen Jackson, Public Works Director/City Engineer Jeremy Lapin.
American Fork: Mayor Brad Frost; Council Members Tim Holley, Ernie John; Public Works director Sam Kelly.
Cedar Fort: Mayor Wyatt Cook; Council Members Alex Carter, Travis Giles; Eric Boud, and Rochelle Allen.
Eagle Mountain: Mayor Tom Westmoreland; Council Members Donna Burnham, Melissa Clark, Jared Gray, Rich Wood, Brett Wright; Interim City Manager Steve Mumford, Director Cliff Strachan; City Engineer Vince Hogge, Assistant Engineer David Salazar, and Assistant City Manager Fionnuala Kofoed.
Fairfield: Mayor Hollie McKinney; Council Members R.J. Panek, Richard Cameron; and Vern Carson
Lehi: Mayor Mark Johnson; Council Members Paige Albrecht, Chris Condie, Michelle Stallings; City Administrator Jason Walker, Assistant City Engineer Brad Kenison; Sterling Bronson, Luke Seegmiller, Lorin Powell.
Others: Jeff Acerson, UTA; Shawn Eliot, MAG; Lauren Victor, Wasatch Front Regional Council; Liz Scanlon, Kimley-Horn

JOINT WORK SESSION

1. Welcome - Introductions – 6:00 p.m.

Mayor Cook, welcomed all to the meeting.

2. Northwest Transit Plan

Lauren Victor and Liz Scanlon shared a presentation on the Transit Fresh Look Study, which helps with where it's been and where it's going.

Liz and Lauren answered questions from those in attendance on preserving land for corridors, including; best timeline on routes; Pioneer Crossing and Pony Express corridors; and rapid transit routes.

Attendees took a break for dinner. And spent time discussing thoughts with each other on transportation.

3. Open Discussion

City Manager Mark J. Christensen noted the high building permits in Utah. The highest number of permits were within this area. He thought it would be a good idea for this group to be united in goals and influence with upcoming state legislature. He felt it would be good to build a strong High Growth Caucus with the ULCT, and to reach out and build bridges and work with legislators.

Attendees discussed items they would like to focus on for this group and the need for a council member from each city to be a liaison in this.

Jeff Acerson, UTA, agreed that a unified voice was a stronger voice and shared his thoughts on the need for coming together on these issues.

It was discussed that the next joint meeting would be January 8th, 2025.

Adjournment – 8:11 p.m.

Jim Miller, Mayor

Date Approved

Nicolette Fike, City Recorder



MINUTES – CITY COUNCIL MEETING

Tuesday, November 19, 2024

City of Saratoga Springs

City of Saratoga Springs City Offices

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

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

Roll Call:

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

Staff Present City Manager Mark Christensen, Assistant City Manager Owen Jackson, Public Outreach Specialist AnnElise Harrison, Planning Director Sarah Carroll, Public Works Director Jeremy Lapin, Finance Director Chelese Rawlings, Budget Analyst Spencer Quain, Senior Planner Austin Roy, Sergeant Carl Hamer, City Attorney Kevin Thurman, Police Chief Andrew Burton, and Deputy City Recorder Kayla Moss

Others: Logan Johnson, Ryan Hales, Elizabeth Cole, Rachel Fox

Invocation: Council Member Wadman

Pledge of Allegiance: Council Member Willden

Recognition for Promotion to Sergeant for Officer Carl Hamer: Police Chief Andrew Burton presented Carl Hamer to the City Council for promotion to Sergeant. The testing for these promotions are intensive and Carl came out on top.

Public Input: Sonya Hand advised that she is a school bus driver for Alpine School District. They are looking forward to the new school district coming. They would like to see what the Council could help facilitate in the future. She suggested that a maintenance bay and wash bay could be added and possibly introduce electric busses.

Laura Whitney is also a bus driver for Alpine School District who lives in Eagle Mountain. She is appreciative to the councils from Eagle Mountain and Saratoga Springs. This proposition was a hard one but she appreciates that they listened to what the citizens wanted. She gave some ideas on what they could do to help maintain the busses. She said they break down all the time.

Matt Isaacson advised that he has 5 kids in the public school system. He is excited to see what will happen in the future with the district split. He asked the Council to create a forum to keep residents aware of next steps in the school district split process. He mentioned that we are three years ahead of projected numbers of enrolled kids in one the school. He is concerned that the high school build was canceled because of the district split.

REPORTS:

Council Member McOmber mentioned that he had a great time at the National League of Cities and Towns conference. He was proud to represent the City of Saratoga Springs. Many cities around the world are dealing with similar changes and it was great to collaborate with others on ideas.

Council Member Wadman mentioned that he attended the Citizen Academy graduation. He is very impressed with the program and the experience. He thanked the police department for their efforts.

Council Member Barton thanked the district employees and citizens that came together to have their voices heard regarding the split.

Mayor Miller advised that the garbage service approved the new fee cycle. Rates did go up, but we are still the cheapest in the nation.

City Manager Mark Christensen advised that the sewer district also have a rate increase that will be effective next year. It is just an increase to cover costs, no profit is being made on it.

BOARD OF CANVASSERS:

- 1. Canvass of Election Results. Resolution R24-56 (11-19-24).** Proposition 13 was approved. 12,124 people voted for the issuance of a .1% RAP Sales and Use Tax. 8,755 people voted against the issuance of .1% RAP Sales and Use Tax. Total votes cast came to 20,879 with 939 under votes to bring contest totals to 21,819. 647 provisional ballots were counted and 717 were received. Of those 717 there were 3 ballots that were already counted, 9 had incomplete registration, 1 was invalid, 25 had no ID, 14 had no proof of residency, 18 voted in the wrong precinct.

Motion by Council Member McOmber to approve the Canvass of Election Results Resolution R24-56 (11-19-24) seconded by Council Member Willden.

Vote:

Council Member Chris Carn Yes

Council Member Lance Wadman Yes

Council Member Audrey Barton Yes

Council Member Stephen Willden Yes

Council Member Michael McOmber Yes

Motion carried 5-0.

PUBLIC HEARING:

- 1. Budget Amendment for Fiscal Year 2024-2025. Resolution R24-57 (11-19-24).**

Mayor Miller opened the public hearing at 6:25 pm and there were no comments so the public hearing was closed.

Motion by Council Member Willden to approve the Budget Amendment for Fiscal Year 2024-2025. Resolution R24-57 (11-19-24) seconded by Council Member Wadman.

Vote:

Council Member Chris Carn Yes

Council Member Lance Wadman Yes

Council Member Audrey Barton Yes

Council Member Stephen Willden Yes

Council Member Michael McOmber Yes

Motion carried 5-0.

CONSENT ITEMS:

- 1. Intent to Annex Pony Express Well Site. City Initiated. Resolution R24-58 (11-19-24).**
- 2. Bid Award for ARPA Grant Funded Concrete Pond Lining. Resolution R24-59 (11-19-24).**
- 3. The Big Green Major Site Plan Amendment. Located at 1532 N Exchange Drive, Stephen Sayada as applicant.**
- 4. Northshore Commerce – Picklr Pickleball Courts Parking Determination, located at 629 N Saratoga Rd. Elizabeth Cole and Rachel Fox as applicants.**

5. Intent to Annex West Saratoga, 162 Acres. Resolution R24-60 (11-19-24).
6. Update to Contracting and Purchasing Policy. Resolution R24-61 (11-19-24).
7. Approval of Minutes: October 15, 2024.

Motion by Council Member McOmber to approve the Consent Items 1, 2, 3, 5, 6, 7 and move item 4 to business items seconded by Council Member Barton.

Vote:

Council Member Chris Carn Yes

Council Member Lance Wadman Yes

Council Member Audrey Barton Yes

Council Member Stephen Willden Yes

Council Member Michael McOmber Yes

Motion carried 5-0.

BUSINESS ITEMS:

4. (From Consent) Northshore Commerce – Picklr Pickleball Courts Parking Determination, located at 629 N Saratoga Rd. Elizabeth Cole and Rachel Fox as applicants. Planning Director Sarah Carroll presented this parking determination for an indoor pickleball court to the City Council. There is not any comparable use in our code so they are asking for an allowance to have 178 stalls.

Council Member McOmber likes to have open discussions when anyone is ever asking for a variance. He is okay with the parking at this site. He is always tough with parking because of the issues that have arisen at different businesses in the City. He thinks that they have enough data from other sites to show that this will be sufficient parking.

Council Member Barton asked if this would limit what type of businesses could occupy other parts of the building because of parking being used by this business.

City Manager Christensen advised that it theoretically could but that depends on the type of requests and uses that apply later.

Elizabeth Cole who represents the developer advised that their intention is to not have any more recreational or entertainment uses in the rest of this building so they don't foresee any issues with parking for potential tenants.

Council Member Willden doesn't have any concerns with the parking. He thinks the estimate parking needed during peak times is conservative.

Motion by Council Member McOmer to approve Northshore Commerce – Picklr Pickleball Courts Parking Determination, located at 629 N Saratoga Rd. Elizabeth Cole and Rachel Fox as applicants with all staff findings and conditions including conditions 2 and 3 that were added seconded by Council Member Carn.

Vote:

Council Member Chris Carn Yes

Council Member Lance Wadman Yes

Council Member Audrey Barton Yes

Council Member Stephen Willden Yes

Council Member Michael McOmber Yes

Motion carried 5-0.

148
149 **1. Thrive Drive Daycare Site Plan, Located Approximately 204 E Thrive Drive. Logan Johnson as**
150 **Applicant.**

151 Senior Planner Austin Roy advised that the applicant is proposing amending this plat to combine Lot
152 3 and Lot 4. Currently, Lot 4 has two owners so the Utah County Recorder's Office shows three parcels
153 on these two lots. The total acreage is approximately 1.39. The proposed site plan incorporates 31%
154 landscaping. Access to the lot will be from the south side off of Thrive Drive. This item was tabled at
155 the September 3, 2024 City Council meeting until the plans could meet code requirements. They are
156 asking to have an eight foot fence to screen mechanical equipment on Thrive Drive.

157
158 Council Member Willden would like to see the fence be a color that blends in to the rest of the
159 building.

160
161 Council Member McOmber mentioned that he doesn't think the lattice on the top of the fence will
162 shield the equipment very well. He is willing to compromise but would like to see an earth tone
163 colored fence. He also mentioned that there is a fiberglass material that looks like rock that could be
164 used for the fence instead of vinyl that could easily break. He won't make that a condition but he
165 would like to make sure the color is not white.

166
167 Logan Johnson, the applicant, advised they are okay with changing the color of the vinyl fence and he
168 is happy to look at the other material. He mentioned the mechanical set up at this site is unique. They
169 are required to have water filtration at the daycare and the system they found is taller than normal.
170 He clarified with the council that they would rather have a solid fence all the way up to eight feet
171 rather than having the lattice on top.

172
173 **Motion by Council Member Wadman to approve the Thrive Drive Daycare Site Plan, Located**
174 **Approximately 204 E Thrive Drive. Logan Johnson as Applicant with findings and conditions with**
175 **addition of having a solid 8 foot earth tone fencing and all of the fencing be earth tone seconded by**
176 **Council Member Barton.**

177 **Vote:**

178 **Council Member Chris Carn Yes**

179 **Council Member Lance Wadman Yes**

180 **Council Member Audrey Barton Yes**

181 **Council Member Stephen Willden Yes**

182 **Council Member Michael McOmber Yes**

183 **Motion carried 5-0.**

- 184
185 **2. Sanitary Sewer Management Plan (SSMP). Resolution R24-62 (11-19-24).** Public Works Director
186 Jeremy Lapin advised that this item is for the consideration of adopting the updated Sanitary Sewer
187 Management Plan (SSMP) that has been established to provide a plan and schedule to properly
188 manage, operate, and maintain the sanitary sewer collection system to reduce and prevent sanitary
189 sewer overflows (SSOs), as well as minimize impacts of any SSOs that occur. The City provides sewage
190 collection to over 64,000 people. Staff recommends that the City Council adopt the proposed updates
191 to the Sanitary Sewer Management Plan, which has been prepared by an experienced engineering
192 consultant in collaboration with the Sanitary Sewer Division of the Public Works Department and the
193 Trust. The SSMP supports the effective and efficient operation and maintenance of the sanitary sewer
194 system and establishes a framework for addressing SSOs.

Motion by Council Member Willden to approve the Sanitary Sewer Management Plan (SSMP). Resolution R24-62 (11-19-24) with all staff findings and conditions seconded by Council Member McOmber.

Vote:

Council Member Chris Carn Yes

Council Member Lance Wadman Yes

Council Member Audrey Barton Yes

Council Member Stephen Willden Yes

Council Member Michael McOmber Yes

Motion carried 5-0.

CLOSED SESSION:

Motion by Council Member McOmber to enter into closed session for the purchase, exchange, or lease of property, discussion regarding deployment of security personnel, devices, or systems; pending or reasonably imminent litigation, the character, professional competence, or physical or mental health of an individual, was seconded by Council Member Wadman.

Vote:

Council Member Chris Carn Yes

Council Member Lance Wadman Yes

Council Member Audrey Barton Yes

Council Member Stephen Willden Yes

Council Member Michael McOmber Yes

Motion carried 5-0.

The meeting moved to closed session at 6:51 p.m.

Present: Mayor Miller, Council Members Willden, Carn, McOmber, Wadman, and Barton, City Manager Mark Christensen, Assistant City Manager Owen Jackson, City Attorney Kevin Thurman, Deputy City Recorder Kayla Moss.

Closed Session adjourned at 7:13 p.m.

ADJOURNMENT:

There being no further business, Mayor Miller adjourned the meeting at 7:13 p.m.

Jim Miller, Mayor

Attest:

Nicolette Fike, City Recorder

Approved:

RESOLUTION NO. R24-65 (12-3-24)

**A RESOLUTION APPOINTING SCOTT A. HILL AND
COLTON MILES TO THE PLANNING COMMISSION AND
ESTABLISHING AN EFFECTIVE DATE.**

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

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

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

WHEREAS, the City Council has been advised on the appointment of Scott A. Hill and Colton Miles to the Planning Commission and has consented to such appointment by motion; and

WHEREAS, the Mayor, with the advice and consent of the City Council, desires and believes it to be in the best interest of the health, safety, and welfare of the residents of the City of Saratoga Springs to appoint Scott A. Hill and Colton Miles to the Planning Commission.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. In the public meeting held on December 3, 2024, the City Council has been advised on the appointment of Scott A. Hill and Colton Miles to the Planning Commission and has consented to such appointment through motion and majority approval of a quorum present.
2. The Mayor hereby appoints Scott A. Hill and Colton Miles to the Planning Commission to begin a four-year term each that will expire on December 31, 2028.
3. This Resolution shall take effect immediately upon passage.

Planning Commission Members

Expiration of Term

Jack Mangum	December 31, 2025
Rachel Sprosty Burns	December 31, 2025
Douglas Willden	December 31, 2026
Virginia Mann	December 31, 2027
_____	December 31, 2027
Scott A Hill	December 31, 2028
Colton Miles	December 31, 2028

DATED this 3rd day of December, 2024.

Signed: _____
Jim Miller, Mayor

Attest: _____
City Recorder

RESOLUTION NO. R24-68 (12-3-24)

**A RESOLUTION APPOINTING CHARLIE CARN TO THE
PLANNING COMMISSION AND ESTABLISHING AN
EFFECTIVE DATE.**

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

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

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

WHEREAS, the City Council has been advised on the appointment of Charlie Carn to the Planning Commission and has consented to such appointment by motion; and

WHEREAS, the Mayor, with the advice and consent of the City Council, desires and believes it to be in the best interest of the health, safety, and welfare of the residents of the City of Saratoga Springs to appoint Charlie Carn to the Planning Commission.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. In the public meeting held on December 3, 2024, the City Council has been advised on the appointment of Charlie Carn to the Planning Commission and has consented to such appointment through motion and majority approval of a quorum present.
2. The Mayor hereby appoints Charlie Carn to fill the remainder of the term for Reed Ryan that will expire on December 31, 2027.
3. This Resolution shall take effect immediately upon passage.

Planning Commission Members

Expiration of Term

Jack Mangum	December 31, 2025
Rachel Sprosty Burns	December 31, 2025
Douglas Willden	December 31, 2026
Virginia Mann	December 31, 2027
Charlie Carn	December 31, 2027
Scott A Hill	December 31, 2028
Colton Miles	December 31, 2028

DATED this 3rd day of December, 2024.

Signed: _____
Jim Miller, Mayor

Attest: _____
City Recorder



City Council Staff Report

Author: Spencer Quain, Budget Administrator
Subject: Fee Schedule Update to Account for Rate Changes from Timpanogos Special Service District and from Bayview Landfill
Date: Dec. 3, 2024
Type of Item: Resolution

Summary Recommendation: Staff recommends approval of the following by resolution amending the Fee Schedule to account for an increase in rates from Timpanogos Special Service District and Bayview Landfill for fiscal year 2024-25, effective January 1st, 2025. The increase in rates is only to cover the increased rates from Timpanogos Special Services District and Bayview Landfill.

Description

A. Topic

This is an amendment to the Fee Schedule. Specifically, to change the City's Sewage Treatment Rates and Garbage Rates to account for an increase in rates from Timpanogos Special Service District and Bayview Landfill.

B. Background

Sewage Treatment Rates

Timpanogos Special Service District (TSSD) is planning to raise their rates, by \$0.65 per 1,000 gallons, effective January 1st, 2024. The City plans to increase their rates accordingly to cover the increased costs to the City.

The City's current rates

	City Sewer Rates
Residential Base Rate	\$35.11
3,001 to 7,000 Culinary Gallons used (residential)	\$4.95 per 1,000 gallons
7,001 to 12,000 Culinary Gallons used (residential)	\$5.17 per 1,000 gallons
12,001 + Culinary Gallons used (residential)	\$5.34 per 1,000 gallon
Non-Residential	\$4.70 per 1,000 gallons

Garbage Rates

Bayview Landfill is planning to raise their rates by \$2.00 per ton, effective January 1st, 2024. The City Plans to increase their rates accordingly to cover the increased costs to the City.

The City's current rates

	City Rates
First garbage and recycling can	\$15.95
Rate for each additional garbage can	\$15.95
Rate for each additional recycling can	\$5.20

Analysis

Sewage Treatment Rates

To ensure that the City's Sewer Fund remains healthy while covering the increased user fees from Timpanogos Special Service District, Staff recommends that Council update sewage treatment fees, as shown below. The increase in rates shown below are only to cover the increase in rates from Timpanogos Special Services District.

	City Sewer Rates	Fee Increase	New Rates
Residential Base Rate (Covers first 3,000 gallons)	\$35.11	\$1.95 (\$0.65 for every 1,000 gallons covered in the base rate. 1,000 times 3 equals \$1.95)	\$37.06
3,001 to 7,000 Culinary Gallons used (residential)	\$4.95 per 1,000 gallons	\$0.65 per 1,000 gallons	\$5.60 per 1,000 gallons
7,001 to 12,000 Culinary Gallons used (residential)	\$5.17 per 1,000 gallons	\$0.65 per 1,000 gallons	\$5.82 per 1,000 gallons
12,001 + Culinary Gallons used (residential)	\$5.34 per 1,000 gallons	\$0.65 per 1,000 gallons	\$5.99 per 1,000 gallons
Non-Residential	\$4.70 per 1,000 gallons	\$0.65 per 1,000 gallons	\$5.35 per 1,000 gallons

Garbage Rates

To ensure that the City's Garbage Fund remains healthy while covering the increased rates from Bayview Landfill, Staff recommends that Council update City Garbage rates, as shown below. The increase in rates shows below are only to cover the increase in rates from Bayview Landfill.

	Current Garbage Rates	Rate Increase	New Rates
First garbage and recycling can	\$15.95	\$0.10	\$16.05
Rate for each additional garbage can	\$15.95	\$0.10	\$16.05
Rate for each additional recycling can	\$5.20	\$0.10	\$5.30

C. Recommendation: Staff recommends Council adopt the new rates to cover the increase in costs from Timpanogos Special Service District and Bayview Landfill and the attached fee resolution adjusting rates for the Garbage Fund, and Sewage Fund, effective January 1st, 2025.

RESOLUTION NO. R24-67 (12-3-24)

**A RESOLUTION AMENDING THE CITY OF
SARATOGA SPRINGS CONSOLIDATED FEE
SCHEDULE FOR FISCAL YEAR 2024-2025
AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Saratoga Springs has found it necessary to amend various rates in the City's current Consolidated Fee Schedule; and

WHEREAS, pursuant to state law, the City Council has conducted a public meeting on the proposed fee amendments; and

WHEREAS, in the attached staff report dated, December 3, 2024, City Staff has proposed plans for amending the sewage treatment and garbage rates, and

WHEREAS, the City Council has determined that an amendment to the Consolidated Fee Schedule is in the best interests of the public, will further the public health, safety, and welfare, and will assist in the efficient administration of City government.

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

1. The City of Saratoga Springs does hereby the recommended new rates in the attached staff report as the amended sewage treatment and garbage fees in the Consolidated Fee Schedule.
2. City Staff is directed to update the sewage treatment and garbage fees in the Consolidated Fee Schedule consistent with this Resolution.

BE IT FURTHER RESOLVED that the amended fees and this resolution shall take effect starting January 1st 2025.

Passed on the 3rd day of December, 2024

CITY OF SARATOGA SPRINGS
A UTAH MUNICIPAL CORPORATION

Signed: _____
Jim Miller, Mayor

Attest: _____
City Recorder

Date



**Preliminary Plat/Site Plan
River View Townhomes
December 3, 2024
Public Meeting**

Report Date:	November 26, 2024
Applicant:	David Meredith
Owner:	Beacon Crest Heritage, LLC
Location:	1022 N. Redwood Road
Major Street Access:	Redwood Road
Parcel Number(s) & Size:	58:032:0217 (0.45 acres); 58:032:0201 (3.77 acres)
Land Use Designation:	Medium Density Residential
Parcel Zoning:	Mixed Use
Adjacent Zoning:	Mixed Use/Mixed Waterfront/Agriculture
Current Use of Parcel:	Undeveloped
Adjacent Uses:	Commercial/Agriculture/Undeveloped
Previous Meetings:	N/A
Previous Approvals:	Rezone – April 2020
Type of Action:	Administrative
Land Use Authority:	City Council
Future Routing:	N/A
Planner:	David Jellen, Planner II

A. Executive Summary:

The applicant is seeking preliminary plat and site plan approval for the River View Townhomes development, located at approximately 1022 North Redwood Road. The proposed development consists of three townhome buildings, with a total of 15 townhome units, on 4.22 acres.

Recommendation:

On November 25, 2024, the Planning Commission recommended approval of the requested preliminary plat and site plan for the River View Townhomes development. The motion passed 5-0.

Staff recommends that the City Council conduct a public meeting on the River View Townhomes preliminary plat and site plan, review and discuss the proposal, and choose from the options in Section H of this report. Options include approval with or without conditions, denial, or continuation.

- B. Background:** This property was rezoned as part of a larger development that included the commercial property to the west, which was approved with an accompanying development agreement in April of 2020.

Due to the location of this property adjacent to the Jordan River, this development is subject to the City's waterfront buffer requirements and the Jordan River Meander Corridor.

- C. Specific Request:** The applicant is seeking preliminary plat and site plan approval for the River View Townhomes development, located at approximately 1022 N. Redwood Road. The proposed development includes the construction of a portion of Riverside Drive, which is a 77' Collector Road, and three buildings that will contain a total of 15 townhome units.
- D. Process:** Code Section 19.13 outlines the process for Preliminary Plat and Site Plan approval; both require a recommendation from the Planning Commission prior to a final decision by the City Council.
- E. Community Review:** This has been noticed as a public meeting pursuant to City and State statutes, which requires posting notice of the meeting and the agenda not less than 24 hours before the meeting.
- F. General Plan:** The site is designated as Medium Density Residential on the General Plan Land Use Map. The General Plan describes the general characteristics of the Medium Density Residential land use designation as follows:

Medium Density Residential: Areas designated for single family detached and attached dwellings, including duplexes and town homes.

Staff conclusion: Consistent. Though the Mixed Use zoning district is not specifically identified as a compatible zone within the Medium Density Residential land use district, the proposal for townhomes is consistent with the land use designation.

- G. Code Criteria:**
For full analysis please see the attached Planning Review Checklist.

- 19.04, Land Use Zones: **Complies.**
- 19.05, Supplemental Regulations: **Complies.**
- 19.06, Landscaping and Fencing: **Complies.**
- 19.09, Off Street Parking: **Complies.**
- 19.11, Lighting: **Complies.**
- 19.12, Subdivision: **Shall Comply.** The applicant has agreed to update the formatting errors on the plat.
- 19.13, Process: **Complies.**

- 19.14, Site Plans: **Complies.**
- 19.16, Site and Architectural Design Standards: **Complies.**
- 19.18, Sign Regulations: **Complies.**
- 19.19, Open Space: **Complies.**
- 19.25, Waterfront Buffer Requirements: **Complies.**
- 19.27, Addressing and Street Naming: **Complies.**

H. **Recommendation and Alternatives:**

Staff recommends that the City Council conduct a public meeting, discuss the application, and choose from the following options.

Option 1 – Approval

“I move that the City Council approve the requested preliminary plat and site plan for the River View Townhomes, located approximately at 1022 N. Redwood Road, with the Findings and Conditions in the Staff Report.”

Findings

1. The application is consistent with the General Plan, as articulated in Section F of the staff report, which section is incorporated by reference herein.
2. The application complies with the criteria in the Land Development Code, as articulated in Section G of the staff report, which section is incorporated by reference herein.
3. The application meets the requirements of the River View Plaza Development Agreement.

Conditions:

1. All conditions of the City Engineer shall be met, including but not limited to those in the attached Engineering Staff Report.
2. All requirements of the Fire Chief shall be met.
3. The plans shall be updated to correct standard plat formatting errors.
4. The preliminary plat and site plan are recommended as shown in the attachments to the Staff report. Any remaining redlines shall be corrected before the plans are stamped for construction.
5. All other Code requirements shall be met.
6. Any other conditions or changes as articulated by the City Council:

Option 2 – Continuance

“I move to **continue** the preliminary plat and site plan for the River View Townhomes to another meeting on [DATE], with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

1. _____.

Option 3 – Denial

"I move that the City Council deny the requested preliminary plat and site plan for the River View Townhomes, located approximately at 1022 N. Redwood Road with the Findings below:

1. The application is not consistent with the General Plan:
 - a. _____,
and/or,
2. The application is not consistent with Section [XX.XX] of the Code:
 - a. _____,
and/or
3. The application does not comply with the Development Agreement:
_____.

I. Exhibits:

1. City Engineer's Report
2. Location & Zone Map
3. Planning Review Checklist
4. Preliminary Plat
5. Site Plan
6. Landscape Plan
7. Elevations

EXHIBIT 1. City Engineer's Report

Staff Report

Author: Jeff Pearson, Civil Engineer
Subject: Riverview Townhomes – Site Plan
Date: Nov 14, 2024
Type of Item: Site Plan Approval



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Description:

A. Topic: The Applicant has submitted a Site Plan application. Staff has reviewed the submittal and provides the following recommendations.

B. Background:

Applicant: David Meridith—Beacon Crest Heritage LLC
Request: Site Plan Approval
Location: 9 Apple Cir Sandy, UT 84092
Acreage: 4.22 Acres - 15 Lots

C. Recommendation: Staff recommends the approval of Site Plan subject to the following conditions:

1. All review comments and redlines provided by the City Engineer are to be complied with and implemented with the approved construction drawings.
2. All requirements established in section 19.25 on the Jordan River Meander Corridor shall be adhered to, including appropriate waterfront buffers, and erosion control measures. No wetland areas may be disturbed during construction activities.
3. Provide a Storm Water Pollution Prevention Plan (SWPPP) following the State template, prior to the pre-construction meeting.
4. Owner to record a Long-Term Storm Water Management Agreement and provide a Long-Term Storm Water Management Plan (LTSWMP) for the project. The plan portion will be required prior to scheduling a pre-construction meeting.
5. Project shall comply with all ADA standards and requirements.
6. Developer must secure water rights as required by the City Engineer, City Attorney, and development code.
7. Developer shall provide easements for all public utilities not located in the public right-of-way. This includes an easement to construct a portion of Riverside Blvd on the property immediately to the north. This easement is required prior to construction drawing acceptance.

8. Developer is required to ensure that there are no adverse effects to adjacent properties due to the grading practices employed during construction.
9. Developer may be required by the Saratoga Springs Fire Chief to perform fire flow tests prior to the issuance of certificate of occupancy or prior to commencement of the warranty period.
10. Submittal of as-built drawings in pdf format to the City Engineer is required prior to acceptance of site improvements and the commencement of the warranty period.
11. Project bonding for the site plan must be completed as approved by the City Engineer prior to the preconstruction meeting.
12. Developer shall bury the power lines less than 46 kV that are within this plat.
13. Please be advised that, only a signed reimbursement agreement approved by the City Council, as detailed in the City Engineering Standard 00500/2.3/E, can guarantee that improvements in this project are eligible for reimbursement by the City. The applicant is required to obtain a reimbursement agreement from the City before construction drawings are accepted.
14. A reimbursement agreement is required for Riverside Blvd, classified as a collector street. Frontage improvements on both the east and west side of the street are included.
15. The Costco Private Drive / Redwood Road (SR-68) access operates at LOS E during the evening peak hour in existing (2020) plus project conditions. All other study intersections are anticipated to operate at an acceptable LOS during the evening peak hour with project traffic added. Delays are anticipated on the northbound left-turn movement. However, storage length is sufficient at this location and it is anticipated that traffic will reroute to the Market Street or 1140 North traffic signals.
16. All study intersections are anticipated to operate at an acceptable LOS during the evening peak hour in future (2025) background and plus project conditions.

Exhibit 2: Location and Zone Map

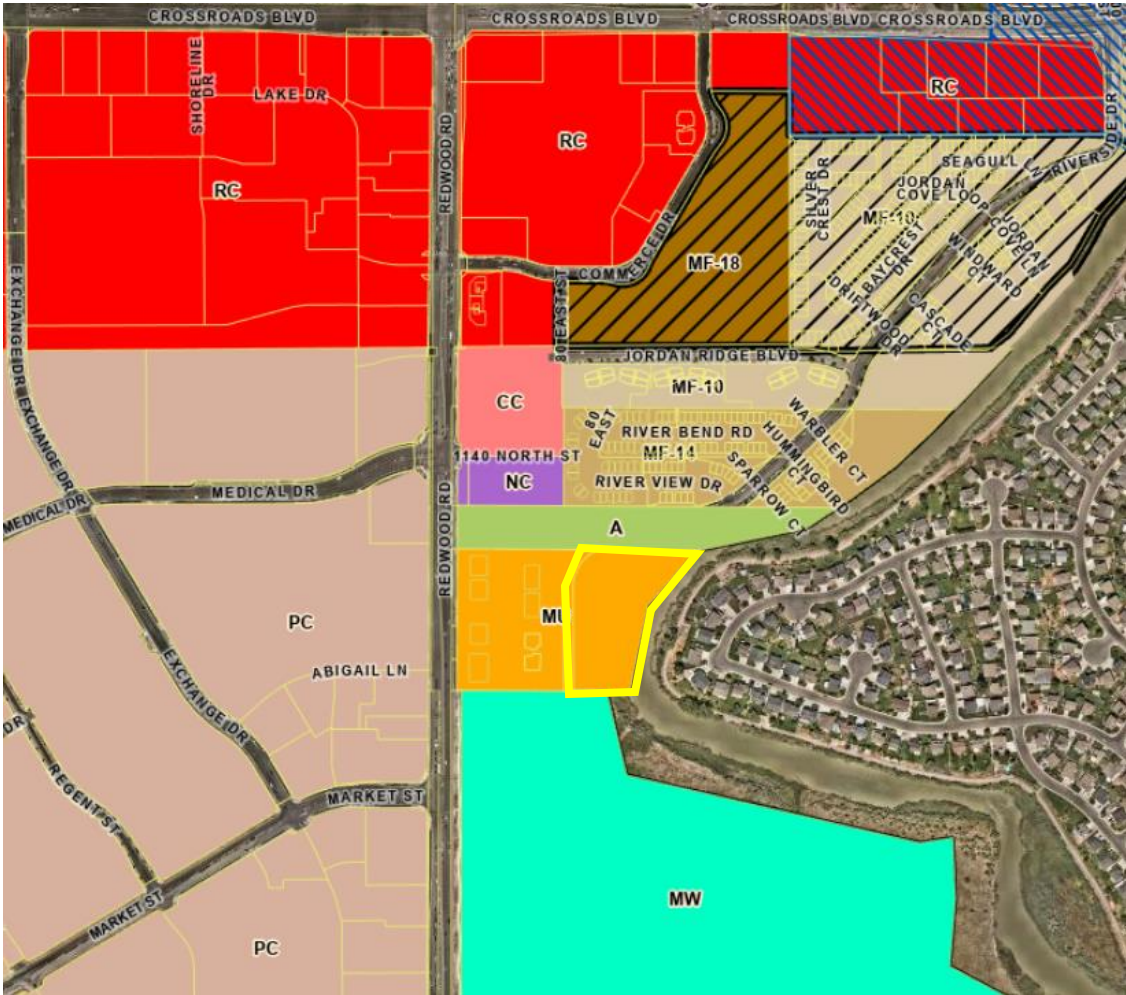


EXHIBIT 3. Planning Review Checklist



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PLANNING

APPLICATION REVIEW CHECKLIST

Application Information

Date Received:	4/25/2024; 6/13/2024; 9/10/2024
Date of Review:	5/9/2024; 6/27/2024; 9/24/2024
Project Name:	Riverview Townhomes
Project Request / Type:	Prelim/Final Plat & Site Plan
Meeting Type:	N/A
Applicant:	Jared Osmond
Owner:	Beacon Crest Heritage LLC
Location:	1050 N Riverside Drive
Major Street Access:	Redwood Road
Parcel Number(s) and size:	58:032:0201 (4.22 Acres)
Land Use Designation:	Medium Density Residential
Parcel Zoning:	Mixed Use
Adjacent Zoning:	Mixed Use/Mixed Waterfront/Agricultural
Current Use:	Undeveloped
Adjacent Uses:	Commercial/Undeveloped
Previous Meetings:	N/A
Previous Approvals:	Development Agreement (Amended December 18, 2020)
Type of Action:	Administrative
Land Use Authority:	City Council
Future Routing:	Planning Commission Recommendation, City Council Approval
Planner:	David Jellen, Planner II

Section 19.13 – Application Submittal

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

Section 19.13.04 – Process

- DRC: September 17, 2024
- Neighborhood Meeting: Not Required
- PC: TBD
- CC: TBD

General Review

GIS / Addressing

- No comments

Code Review

- 19.04, Land Use Zones
 - Zone: Mixed Use
 - Use: Multi-Family

19.04.010(2) Requirements		Mixed Use Zone	
Category	Regulation	Compliance	Findings
Maximum Unites per Acre	14 units/acre for residential portion of project**	Complies	3.55 units/acre proposed
Minimum Project Size	5 acres	Complies	Commercial and townhome sites total ~9.5 acres
Minimum Lot Width	50'	Complies	>50'
Maximum Height of Structures	Four stories, 45'	Complies	Three story-buildings, currently shown at 35'
Maximum Lot Coverage	50%	Complies	7.82%
Minimum Dwelling Size	1,000 sq. ft. above grade	Complies	All dwelling units exceed 1,000 sq ft.
Minimum Lot Size			
Non-Residential	15,000 sq. ft.	N/A	
Single Family Lots	5,000 sq. ft.	N/A	
Two and Three-Family Dwellings	6,000 sq. ft.	N/A	
Multi-Family Dwellings	See footprint development requirements	Complies	Lot size is 4.22 acres
Footprint Development	Allowed	N/A	
Residential Above Commercial	15,000 sq. ft.	N/A	
Minimum Setback for Mixed Use Buildings			
First Floor	10' around the perimeter	Complies	Setback >10'
Second Floor	20' around the perimeter	Complies	Setback >20'
Third Floor	30' around the perimeter	Complies	Setback >30'
Fourth Floor	40' around the perimeter	N/A	
Minimum Setback for Residential and Commercial Buildings			
Front*	20'	Complies	Setback >20'
Interior sides for residential single family and footprint development	10' between buildings, 5' between exterior walls and property lines	N/A	
Interior sides for residential two, three and multi-family dwellings	10' between buildings	Complies	Buildings are separated by at least 10'
Interior Sides for Non-Residential	10'	N/A	
Rear*	20'	Complies	Setback >20'
Corner side	15'	N/A	

Minimum Lot Frontage:			
Residential	35'	Complies	Frontage > 35'
Non-Residential	60'	N/A	
Mixed Use Buildings	100'	N/A	

19.05 Supplemental Regulations

Regulation	Compliance	Findings
Flood Plain: All buildings and structures intended for human occupancy shall be constructed at least (1) one foot above the base flood elevation of Zone A as defined on the FEMA Flood Insurance Map.	Complies.	Refer to plans on file
Water & Sewage: Each lot shall be connected to City water and sewer.	Complies.	Refer to plans on file
Transportation Master Plan: No building lot shall be created and no structure shall be erected within the location of a proposed street, road, highway, or right-of-way as shown on the City's currently-approved Transportation Master Plan.	Complies.	Refer to plans on file
Property Access - All lots shall abut a dedicated public street or highway or a private roadway.	Complies.	Refer to plans on file

19.06 Landscaping and Fencing

Landscape Plans

Regulation	Compliance	Findings
Landscape Architect: Landscaped plans shall be prepared by a licensed landscape architect.	Complies.	Jeremy Ainsworth
Existing Conditions: Show the location and dimension of all existing and proposed structures, property lines, easements, parking lots, power lines, rights-of-way, ground signs, refuse areas, and lighting.	Complies.	Refer to plans on file
Planting Plan: Show location and planting details for all proposed vegetation and materials. Indicate the size of the plant material at maturation. All existing vegetation that will be removed or remain must be identified.	Complies.	Refer to plans on file
Plants: The name (both botanical and common name), quantity, and size of all proposed plants.	Complies.	Refer to plans on file
Topography: Existing and proposed grading of the site indicating contours at two-foot intervals.	Complies.	Refer to plans on file
Irrigation: Irrigation plans showing the system layout and details.	Complies.	Refer to plans on file
Fencing: Location, style, and details for proposed and existing fences and identification of the fencing materials.	Complies.	Refer to plans on file
Data Table: Table including the total number of each plant type, and total square footage and percentage of landscaped areas, domestic turf grasses, decorative rock, mulch, bark, and drought tolerant plant species.	Complies.	Refer to plans on file

Planting Standards

Deciduous Trees: Minimum 2" in caliper.	Complies.	Refer to plans on file
Evergreen Trees: Minimum 6' in height.	Complies.	Refer to plans on file
Tree Base Clearance: 3' diameter around every tree must be kept clear of turf and rock mulch. In parking lot islands and other narrow strips where turf two feet or less in width would otherwise occur, this clear area may be reduced to 2'.	Complies.	Refer to plans on file
Shrubs: 25% of required shrubs must be a minimum of 5 gallons in size at time of installation; all other required shrubs shall be a minimum of 1 gallon in size.	Complies.	Refer to plans on file

Turf: No landscaping shall be comprised of more than seventy percent turf, except within landscaped parks.	Complies.	<i>Refer to plans on file</i>
Artificial Turf : Shall require a building permit shall meet the following requirements with documentation provided by home owner or contractor: <ul style="list-style-type: none"> i. Artificial turf shall have a minimum eight-year “no-fade” warranty; ii. Multi-color blend needed to mimic real grass iii. Must be installed according to manufacturer’s instructions; iv. Minimum pile height shall be 1.5 inches, minimum face/pile weight shall be at least 50 oz. per square yard, and water permeability shall be at least 19 inches per hour; v. Landscape plan shall provide for a minimum of 25 percent live vegetation coverage to comply with residential front and/or street side yard landscape standards; vi. Landscaping shall maintain a five-foot diameter around trees free from roc, debris, or artificial turf; vii. Rubber or inorganic infill is prohibited while organic infill is permitted; viii. The term “artificial turf” shall not be construed to include artificial trees, shrubs or bushes; and ix. Storm water runoff shall be maintained on-site. 	N/A.	
Drought Tolerant Plants: 50% of all trees and shrubs shall be drought tolerant.	Complies.	<i>Refer to plans on file</i>
Rock Mulch: Rock mulch shall be two separate colors and separate sizes and must be contrasting in color from the pavement and other hard surfaces. All colors used must be earth tones.	Complies.	<i>Two separate sizes of rock mulch shown on plans</i>
Design Requirements		
Evergreens: Evergreens shall be incorporated into landscaped treatment of sites where screening and buffering are required.	Complies.	<i>Refer to plans on file</i>
Softening of Walls and Fences: Plants shall be placed intermittently against long expanses of building walls, fences, and barriers to create a softening effect.	Complies.	<i>Refer to plans on file</i>
Planting and Shrub Beds: Planting and shrub beds are encouraged to be used in order to conserve water.	Complies.	<i>Refer to plans on file</i>
Water Conservation: Water-conserving sprinkler heads and rain sensors are required. Drip lines should be used for shrubs and trees.	Complies.	<i>Refer to plans on file</i>
Energy Conservation: Placement of plants shall be designed to reduce energy consumption. Deciduous trees are encouraged to be planted on the south and west sides of structures. Evergreens are encouraged to be planted on the north side of structures.	Complies.	<i>Refer to plans on file</i>
Placement: Whenever possible, landscaping shall be placed immediately adjacent to structures, particularly where proposed structures have large empty walls.	Complies.	<i>Refer to plans on file</i>
Trees and Power Poles: No trees shall be planted directly under or within 10’ of power lines, poles, or utility structures unless: <ul style="list-style-type: none"> a. The Land Use Authority gives its approval. b. The Power Company or owner of the power line gives written consent. c. The maximum height or width at maturity of the tree species planted is less than 5’ to any pole, line, or structure. 	Complies.	<i>Refer to plans on file</i>
Preservation of Existing Vegetation		
Where possible and appropriate, existing native vegetation must be incorporated into the landscape treatment of the proposed site.	Complies.	<i>Refer to plans on file</i>

Tree Preservation: Existing mature evergreen trees of 16' in height or greater, and existing mature deciduous or decorative trees of more than 4" in caliper, shall be identified on the landscape plan and preserved if possible. If a mature tree is preserved, an area around the roots as wide as the existing canopy shall not be disturbed.	Complies.	<i>Refer to plans on file</i>
If preservation is not possible, the required number of trees shall be increased by double the number of such trees removed.	Complies.	<i>Refer to plans on file</i>
The replacement trees for evergreen trees shall be evergreens, and for deciduous shall be deciduous.	Complies.	<i>Refer to plans on file</i>
Deciduous trees smaller than four inches in caliper, or mature ornamental trees, that are removed shall be replaced on a one to one ratio.	Complies.	<i>Refer to plans on file</i>
Replacement trees shall be in addition to the minimum tree requirements of this Chapter, and shall comply with minimum sizes as outlined in the Chapter.	Complies.	<i>Refer to plans on file</i>
Planter Beds		
Weed Barrier: A high quality weed barrier or pre-emergent shall be used.	Complies.	<i>Pre-emergent to be utilized, per plans</i>
Materials: High quality materials such as wood chips, wood mulch, ground cover, decorative rock, landscaping rocks, or similar materials shall be used, and materials must be heavy enough to not blow away in the wind.	Complies.	<i>Refer to plans on file</i>
Edging: Concrete edging must be used to separate planter and turf areas in all non-residential zones.	Complies.	<i>Refer to plans on file</i>
Drip Lines: Drip lines must be used in planter beds.	Complies.	<i>Refer to plans on file</i>
Fencing and Screening		
Front Yards: Fences exceeding 3' in height shall not be erected in any front yard space of any residential lot.	N/A.	
Clear Sight Triangle: All landscaping and fencing shall be limited to a height of not more than 3' and the grade at such intersections shall not be bermed or raised and comply with AASHTO Standards.	Complies.	<i>Refer to plans on file</i>
Required Residential Fencing: Fencing in residential development shall be placed along property lines abutting open space, parks, canals, and trails. In addition, fencing may also be required adjacent to undeveloped properties.	N/A.	
Fences along open space, parks, canals, and trails shall be semi-private. Exception: privacy fencing is permitted for property lines abutting trail corridors that are not City maintained and are both adjacent to and visible from an arterial.	N/A.	
Fencing along arterial roads shall be of a consistent material and color within each development.	N/A.	
Fencing along open space, parks, and trails may be less than 6' in height but shall not be less than 3' in height, at the discretion of the property owner or HOA as applicable.	N/A.	
Screening at Boundaries of Residential Zones: For residential developments abutting active agricultural property or operations, a solid fence or wall shall be installed and maintained along the abutting property line.	N/A.	
Amount of Required Landscaping		
Portions of the property that are not developed with structures, rights of ways, or parking areas shall be required to be landscaped per the definition of Landscaping in Section 19.02 in all land use zones.	Complies.	<i>Refer to plans on file</i>
Multi-family, common space not including parks, and nonresidential development in all zones shall be required to adhere to the minimum landscaped standards in 19.06.07 of the Land Development Code.	Complies.	<i>Refer to plans on file</i>

At least 50% of the landscaped area shall be covered with live vegetation at maturity, including shrubs, grasses, flowers, tree and shrub canopies and other live vegetation. The percentage may be reduced to 40% in areas where bark mulch, wood or plant fiber mulch, or rubber mulch is used instead of rock mulch.	Complies.	<i>Refer to plans on file</i>
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Landscape Amount			
Category To Be Reviewed	Regulation	Compliance	Findings
Total Square Footage	183,834		
Required Landscaping	18,639	Complies	<i>47,480 sf</i>
Required Deciduous Trees	8	Complies	<i>12 provided</i>
Required Evergreen Trees	6	Complies	<i>10 provided</i>
Required Shrubs	32	Complies	<i>>32 provided (100%)</i>
Drought Tolerant Plants	29	Complies	<i>>29 provided</i>

19.09 Off Street Parking																						
General Provisions																						
Regulation	Compliance	Findings																				
Materials: Parking areas shall consist of concrete, asphalt, or other impervious materials approved in the City’s adopted construction standards	Complies.	<i>Parking to consist of asphalt</i>																				
Parking Area Access: Common Access: Parking areas for one or more structures may have a common access so long as the requirements of all City ordinances, regulations, and standards are met. The determination of the locations for a common access shall be based upon the geometry, road alignment, and traffic volumes of the accessed road per the Standard Technical Specifications and Drawings.	Complies.	<i>Refer to plans on file</i>																				
Sidewalk Crossing: All non-residential structures are required to provide parking areas where automobiles will not back across a sidewalk to gain access onto a public or private street.	Complies.	<i>Refer to plans on file</i>																				
Cross Access: Adjacent non-residential development shall stub for cross-access. Developers must provide the City with documentation of cross-access easements with adjacent development.	Complies.	<i>Refer to plans on file</i>																				
Lighting: Parking areas shall have adequate lighting to ensure the safe circulation of automobiles and pedestrians. Lighting shall be shielded and directed downward.	Complies.	<i>Refer to plans on file</i>																				
Location of Parking Areas: Required off-street parking areas for non-residential uses shall be placed walking path of travel distance to the nearest customer entrance from the correlating non-residential use and individual tenant space as outlined in the table below. Unenclosed parking for residential areas shall not be provided in rear yards, unless said yard abuts an alley-type access or is fenced with privacy fencing. <table><tr><th>Size of Non-Residential Use and Individual Tenant Space</th><th>Walking Path of Travel Distance to the Nearest Customer Entrances</th></tr><tr><td>Up to 1,500 square feet</td><td>150’</td></tr><tr><td>1,501 to 5,000 square feet</td><td>200’</td></tr><tr><td>5,001 to 10,000 square feet</td><td>250’</td></tr><tr><td>10,001 to 25,000 square feet</td><td>300’</td></tr><tr><td>25,001 to 50,000 square feet</td><td>350’</td></tr><tr><td>50,001 to 75,000 square feet</td><td>400’</td></tr><tr><td>75,001 to 100,000 square feet</td><td>450’</td></tr><tr><td>100,001 to 125,000 square feet</td><td>500’</td></tr><tr><td>Over 125,000 square feet</td><td>600’</td></tr></table>	Size of Non-Residential Use and Individual Tenant Space	Walking Path of Travel Distance to the Nearest Customer Entrances	Up to 1,500 square feet	150’	1,501 to 5,000 square feet	200’	5,001 to 10,000 square feet	250’	10,001 to 25,000 square feet	300’	25,001 to 50,000 square feet	350’	50,001 to 75,000 square feet	400’	75,001 to 100,000 square feet	450’	100,001 to 125,000 square feet	500’	Over 125,000 square feet	600’	Complies.	<i>Refer to plans on file</i>
Size of Non-Residential Use and Individual Tenant Space	Walking Path of Travel Distance to the Nearest Customer Entrances																					
Up to 1,500 square feet	150’																					
1,501 to 5,000 square feet	200’																					
5,001 to 10,000 square feet	250’																					
10,001 to 25,000 square feet	300’																					
25,001 to 50,000 square feet	350’																					
50,001 to 75,000 square feet	400’																					
75,001 to 100,000 square feet	450’																					
100,001 to 125,000 square feet	500’																					
Over 125,000 square feet	600’																					

<p>Exception: To promote walkability, Mixed Use and Mixed Waterfront zones, and the Town Center Overlay (identified in the General Plan), shall be allowed to place parking garages and parking lots on the edge of shopping areas.</p> <p>i. The walking path travel distance from a business' main entrance shall not apply to these areas.</p>		
<p>Curb Cuts and Shared Parking: In most cases, shared parking areas shall share ingress and egress. This requirement may be waived when the City Engineer believes that shared accesses are not feasible. In reviewing the site plans for the shared parking areas, the City Engineer shall evaluate the need for limited access, appropriate number of curb cuts, shared driveways, or other facilities that will result in a safer, more efficient parking and circulation pattern.</p>	Complies.	<i>Refer to plans on file</i>
<p>Parking plans shall show the following: the required number of stalls and aisles scaled to the correct dimensions; the correct number of ADA accessible parking spaces; storm water drainage capabilities; lighting; landscaping and irrigation; and pedestrian walkways.</p>	Complies.	<i>Refer to plans on file</i>
<p>Provide accessible parking as required by Americans with Disabilities Act, see https://www.ada.gov/topics/parking/ https://adata.org/factsheet/parking</p>	Complies.	<i>2 stalls shown on site plan</i>
Parking Requirements and Shared Parking		
<p>Available on-street parking shall not be counted towards meeting the required parking stalls.</p>	Complies.	<i>On-street parking not counted toward parking requirement</i>
<p>When a parking requirement is based upon square footage, the assessed parking shall be based upon gross square footage of the building or use unless otherwise specified in the requirement.</p>	N/A.	
<p>When parking requirements are based upon the number of employees, parking calculations shall use the largest number of employees who work at any one shift. Where shift changes may cause substantial overcrowding of parking facilities, additional stalls may be required.</p>	N/A.	
<p>When a development contains multiple uses, more than one parking requirement may be applied.</p>	N/A.	
<p>Tandem parking spaces will not be counted as parking spaces for non-residential uses except for stacking spaces where identified.</p>	N/A.	
<p>Any fraction obtained when calculating the parking requirement shall be rounded up to the next whole number to determine the required number of parking stalls.</p>	N/A.	
<p>Where no comparative land use standard for parking is found in Section 19.09.10, Required Minimum Parking, the Land Use Authority for the related development shall determine an appropriate requirement using the following criteria: (see code)</p>	N/A	
<p>Any information provided by the developer relative to trip generation, hours of operation, shared parking, peak demands, or other information relative to parking shall be considered when evaluating parking needs.</p>	N/A.	
<p>Parking Deviations. Parking requirements may deviate from the standards contained in Section 19.09.10, Required Minimum Parking, when the Land Use Authority determines that the deviation meets the intent of this Chapter. Reductions may not exceed 25% of the parking requirements and shall be based on the following criteria:</p> <ol style="list-style-type: none"> 1. the intensity of the proposed use; 2. times of operation and use; 3. whether the hours or days of operation are staggered thereby reducing the need for the full amount of required parking; 	N/A.	

<ul style="list-style-type: none"> 4. whether there is shared parking agreement in accordance with Section 19.09.05.10 below; 5. the number of employees; 6. the number of customers and patrons; 7. trip generation; and 8. peak demands. 		
<p>Shared Parking. Up to 25% of required parking may be shared with an adjacent use upon approval by the Land Use Authority. The developer must provide:</p> <ul style="list-style-type: none"> a. an agreement granting shared parking or mutual access to the entire parking lot; and b. b. peak demand data by a professional traffic engineer showing that shared parking will accommodate the uses. 	N/A.	
<p>Guest Parking. Two-Family dwellings, Three-Family dwellings, Multi-Family dwellings, and dwellings above commercial.</p> <ul style="list-style-type: none"> a. Guest parking shall be provided at a ratio of 0.25 stalls per unit. <ul style="list-style-type: none"> i. When a rear-load product is allowed in a village plan or neighborhood plan, and is accessed with aprons rather than driveways, guest parking shall be provided at a ratio of one stall per unit. b. Driveways shall not count towards the guest parking requirement. c. Guest parking shall be located within two-hundred feet of the dwelling unit. 	Complies	8 guest parking stalls shown on plan
<p>Pedestrian Walkways and Accesses.</p> <p>Parking lots larger than 75,000 square feet shall provide raised or delineated pedestrian walkways. Walkways shall be a minimum of 10' wide and shall be placed through the center of the parking area and extend to the entrance of the building. Landscaped islands along the center walkway shall be placed at a minimum interval of every 30'. Landscaped islands are encouraged to be offset from one another to create a feeling of greater coverage. Pedestrian covered walkways may be substituted for tree-lined walkways. Where the developer desires to have a driveway access at the center of the parking area, a pedestrian access shall be placed on either side of the driveway.</p>	N/A.	
Landscaping in Parking Areas		
<p>All parking areas (not including a driveway for an individual dwelling) for non-residential or multi-family residential uses that are adjacent to public streets shall have landscaped strips of not less than 10' in width placed between the sidewalk and the parking areas, containing a berm, hedge, or screen wall with a minimum height of 3' to minimize intrusion of lighting from headlights and other lighting on surrounding property. Trees, both deciduous and evergreen, shall be placed in the strip with spacing of no more than 30' between trees except in the clear sight triangle, and except where located beneath powerlines. The standards of section 19.06.06, Planting Standards and Design Requirements, shall apply for the minimum size of vegetation. Within regional parks this requirement may be met through the use of intermittent planter beds rather than a berm, hedge, or screen wall; trees or shrubs may be clustered in the planter beds where necessary to shield light spillage.</p>	Complies.	Refer to plans on file
<p>All landscaped areas abutting any paved surface shall be curbed (not including a driveway for an individual dwelling). Boundary landscaping around the perimeter of the parking areas shall be separated by a concrete curb 6" higher than the parking surface.</p>	Complies.	Refer to plans on file

Clear Sight Triangles must be followed.	Complies.	<i>Refer to plans on file</i>
All landscaped parking areas shall consist of trees, shrubs, and groundcover. Areas not occupied by structures, hard surfaces, vehicular driveways, or pedestrian walkways shall be landscaped and maintained. All landscaped areas shall have an irrigation system.	Complies.	<i>Refer to plans on file</i>
On doubled rows of parking stalls, there shall be one 36' x 9' landscaped island on each end of the parking rows, plus one 36' x 9' landscaped island to be placed at a minimum of every twenty parking stalls. Each island on doubled parking rows shall include a minimum of two trees per planter.	N/A.	
On single rows of parking or where parking abuts a sidewalk, there shall be one 18' x 9' foot landscaped island a minimum of every ten stalls. Islands on a single parking row shall have a minimum of one tree per island. i. Exception: Landscaped islands are not required in single rows of parking that abut or are no farther than 6' from a landscaped area containing an equal or greater number of trees as would have been provided in islands, in addition to trees required for the landscaped area. Such trees shall be located within 9' of the edge of parking area, and shall have a canopy width that, at maturity, will extend into the parking area.	Complies.	<i>Refer to plans on file</i>
Landscaped islands at the ends of parking rows shall be placed and shaped in such a manner as to help direct traffic through the parking area.	Complies.	<i>Refer to plans on file</i>
Required Minimum Parking		
<i>See table in 19.09</i>	Complies.	<i>Parking in garages and 20' driveways provided</i> <i>8 guest parking stalls provided</i>

Dimensions for Parking Stalls & Aisle				
	Stall Width	Stall Length	Aisle Width (one-way traffic)	Aisle Width (two-way traffic)
90° Parking				
Required	9'	18'	24'	24'
Provided	9'	20'	26'	26'

19.11 Lighting		
General Standards		
Regulation	Compliance	Findings
Material: All Lighting Fixtures and assemblies shall be metal.	Complies.	<i>Refer to plans on file</i>
Base: All lighting poles shall have a 16" decorative base.	Complies.	<i>Refer to plans on file</i>
Type: All lighting fixtures shall be of the full cutoff variety. Shoebox fixtures are prohibited.	Complies.	<i>Refer to plans on file</i>
Angle: Shall be directed downward.	Complies.	<i>Refer to plans on file</i>
Lamp: Bulbs may not exceed 4000k.	Complies.	<i>Refer to plans on file</i>
Drawings: Design and location of fixtures shall be specified on the plans.	Complies.	<i>Refer to plans on file</i>
Flags: The Unites States flag and the state flag shall be permitted to be illuminated from dusk till dawn. All other flags shall not be illuminated past 11:00 p.m. Flag lighting sources shall not exceed 10,000 lumens	N/A.	

per flagpole. The light source shall have a beam spread no greater than necessary to illuminate the flag.		
Prohibited Lighting: Searchlights, strobe lights and any laser source light or any similar high intensity light.	N/A.	
Descriptions: Descriptions of the illuminating devices, fixtures, lamp supports, and other devices. This description may include, but is not limited to, manufacturers' specifications, drawings, and sections.	Complies.	Refer to plans on file
Residential Lighting		
Floodlights: Floodlights are prohibited.	Complies.	No floodlights shown on plans
Street Lighting: All street lighting fixtures shall be metal and black and also include an arm and bell shade or a pole and lantern configuration and meet the City Standards.	Complies.	Refer to plans on file
Building Lighting: Building lighting shall be full cutoff and downward directed, and only for the illumination of vertical surfaces such as building facades and signs, and shall not cast illumination beyond the surface being illuminated.	Complies.	Refer to plans on file
Single Family: Homes located less than one half mile from Camp Williams shall have full cutoff lighting that does not exceed 90, and no upward lighting is permitted.	N/A.	

19.12 Subdivision		
Preliminary Plat Requirements		
Regulation	Compliance	Findings
Standard Plat Format followed.	Complies.	Refer to plans on file
Name and address of property owner and developer.	Complies.	Refer to plans on file
Name of land surveyor.	Complies.	Refer to plans on file
The location of proposed subdivision with respect to surrounding property and street.	Complies.	Refer to plans on file
The name of all adjoining property owners of record, or names of adjoining developments.	Complies.	Refer to plans on file
The names and location of ROW widths of adjoining streets and all facilities within 100' of the platted property.	Complies.	Refer to plans on file
Street and road layout with centerline bearing and distance labels, dimensions, and names of existing and future streets and roads, (with all new names cleared through the City GIS Department).	Complies.	Refer to plans on file
Subdivision name cleared with Utah County.	Complies.	Refer to plans on file
North arrow.	Complies.	Refer to plans on file
A tie to a permanent survey monument at a section corner.	Complies.	Refer to plans on file
The boundary lines of the project with bearings and distances and a legal description.	Complies.	Refer to plans on file
Layout and dimensions of proposed lots with lot area in square feet.	Complies.	Refer to plans on file
Location, dimensions, and labeling of roads, structures, irrigation features, drainage, parks, open space, trails, and recreational amenities.	Complies.	Refer to plans on file
Location of prominent natural features such as rock outcroppings, woodlands, steep slopes, etc.	Complies.	Refer to plans on file
Proposed road cross sections.	Complies.	Refer to plans on file
Proposed fencing.	Complies.	Refer to plans on file
Vicinity map.	Complies.	Refer to plans on file
All required signature blocks are on the plat.	Complies.	Refer to plans on file
Prepared by a professional engineer licensed in Utah.	Complies.	Refer to plans on file
Proposed methods for the protection or preservation of sensitive lands.	Complies.	Refer to plans on file
Location of any flood plains, wetlands, and other sensitive lands.	Complies.	Refer to plans on file
Location of 100-year high water marks of all lakes, rivers, and streams.	Complies.	Refer to plans on file
Projected Established Grade of all building lots.	Complies.	Refer to plans on file

A data table. <ol style="list-style-type: none"> total project area; total number of lots, dwellings, and buildings; where buildings are included, square footage of proposed building footprints and, if multiple stories, square footage by floor; for multi-family developments, the number of proposed garage parking spaces and number of proposed total parking spaces; percentage of buildable land; acreage of sensitive lands and percentage sensitive lands comprise of total project area and open space area; area and percentage of open space or landscaping; area to be dedicated as right-of-way (public and private); net density of dwellings by acre (sensitive lands must be subtracted from base acreage). 	Complies.	<i>Refer to plans on file</i>
Phasing Plan: Including a data table with the following Information for each phase: <ol style="list-style-type: none"> Subtotal area in square feet and acres; number of lots or dwelling units; open space area and percentage; utility phasing plan; number of parking spaces; recreational facilities to be provided; overall plan showing existing, proposed, and remaining phases. 	N/A.	

Final Plat Requirements

Subdivision name and location.	Complies.	<i>Refer to plans on file</i>
Standard Plat Format followed.	Shall Comply	See redlines on plans
Name and address of property owner and developer.	Complies.	<i>Refer to plans on file</i>
Name of land surveyor.	Complies.	<i>Refer to plans on file</i>
The location of proposed subdivision with respect to surrounding property and street.	Complies.	<i>Refer to plans on file</i>
The name of all adjoining property owners of record, or names of adjoining developments.	Complies.	<i>Refer to plans on file</i>
The names and location of ROW widths of adjoining streets and all facilities within 100' of the platted property.	Complies.	<i>Refer to plans on file</i>
North arrow.	Complies.	<i>Refer to plans on file</i>
A tie to a permanent survey monument at a section corner.	Complies.	<i>Refer to plans on file</i>
The boundary lines of the project with bearings and distances and a legal description with total project area in SF and acres.	Complies.	<i>Refer to plans on file</i>
Layout and dimensions of proposed lots with lot area in square feet and acres. Lot boundaries shall include dimensions and bearings.	Complies.	<i>Refer to plans on file</i>
Lot Numbers.	Complies.	<i>Refer to plans on file</i>
Location, dimensions, and labeling of roads, structures, irrigation features, drainage, parks, open space, trails, and recreational amenities.	Complies.	<i>Refer to plans on file</i>
Location of prominent natural features such as rock outcroppings, woodlands, steep slopes, etc.	Complies.	<i>Refer to plans on file</i>
Proposed road ROW widths.	Complies.	<i>Refer to plans on file</i>
Vicinity map.	Complies.	<i>Refer to plans on file</i>
All required signature blocks are on the plat.	Complies.	<i>Refer to plans on file</i>
Prepared by a professional engineer licensed in Utah.	Complies.	<i>Refer to plans on file</i>
Proposed methods for the protection or preservation of sensitive lands.	Complies.	<i>Refer to plans on file</i>
Fencing plans.	Complies.	<i>Refer to plans on file</i>
Location of any flood plains, wetlands, and other sensitive lands.	Complies.	<i>Refer to plans on file</i>

Flood plain boundaries as indicated by the Federal Emergency Management Agency as well as the location of 100-year high water marks of all lakes, rivers, and streams.	Complies.	<i>Refer to plans on file</i>
Existing and Proposed easements.	Complies.	<i>Refer to plans on file</i>
Street monument locations.	Complies.	<i>Refer to plans on file</i>
Lot and road addresses and addresses for each intersection. Road names shall be approved by the City GIS department before being added to the subdivision plat.	Complies.	<i>Refer to plans on file</i>
A data table. 1. total project area; 2. total number of lots, dwellings, and buildings; 3. where buildings are included, square footage of proposed building footprints and, if multiple stories, square footage by floor; 4. for multi-family developments, the number of proposed garage parking spaces and number of proposed total parking spaces; 5. percentage of buildable land; 6. acreage of sensitive lands and percentage sensitive lands comprise of total project area and open space area; 7. area and percentage of open space or landscaping; 8. area to be dedicated as right-of-way (public and private); 9. net density of dwellings by acre (sensitive lands must be subtracted from base acreage).	Complies.	<i>Refer to plans on file</i>
Phasing Plan: Including a data table with the following Information for each phase: i. Subtotal area in square feet and acres; ii. number of lots or dwelling units; iii. open space area and percentage; iv. utility phasing plan; v. number of parking spaces; vi. recreational facilities to be provided; vii. overall plan showing existing, proposed, and remaining phases.	N/A.	
Subdivision Layout		
Layout: The subdivision layout should be generally consistent with the City's adopted Land Use Element of the General Plan, and shall conform to any land use ordinance, any capital facilities plan, any impact fee facilities plan, and the transportation master plan.	Complies.	<i>Refer to plans on file</i>
Trails Master Plan: Shows required trails	Complies.	<i>Refer to plans on file</i>
Block Length: The maximum length of blocks shall be 1,000'. In blocks over 800' in length, a dedicated public walkway through the block at approximately the center of the block will be required.	Complies.	<i>Refer to plans on file</i>
Such a walkway shall not be less than 15' in width unless otherwise approved by the City in accordance with other applicable standards approved by the City Council.	Complies.	<i>Refer to plans on file</i>
Connectivity: The City shall require the use of connecting streets, pedestrian walkways, trails, and other methods for providing logical connections and linkages between neighborhoods.	Complies.	<i>Refer to plans on file</i>
Mailboxes: Group mailboxes shall be accessed only from a local street, and shall not be placed on a collector or arterial street, unless a bulbout is provided with space for a minimum of three vehicles to park outside the lane of travel and shoulder.	Complies.	<i>Refer to plans on file</i>
Private Roads: Private roads may be constructed as approved as part of the Preliminary Plat approval and so long as such roads meet the same standards identified in the Saratoga Springs Standard Street Improvement Details.	Complies.	<i>Refer to plans on file</i>

<p>Access: Where the vehicular access into a subdivision intersects an arterial road as defined in the Transportation Master Plan, driveways shall not be placed on the intersecting road within 100' of the arterial connection.</p>	<p>Complies.</p>	<p><i>Refer to plans on file</i></p>
<p>Two separate means of vehicular access onto a collector or arterial road shall be required to be constructed to City road standards when the total number of equivalent residential units (including adjacent developments and neighborhoods) served by a single means of access will exceed thirty.</p> <p>Exception: Where no point of second access is available within 500' and where all units are provided with an approved sprinkler system, a second access shall not be required until the number of units reaches double the above limits.</p>	<p>Complies.</p>	<p><i>Refer to plans on file</i></p>
<p>Where two means of access are required, the points of access shall be placed a minimum of 500' apart, measured along the center of the driving lane from center of right-of-way to center of right-of-way. The City Fire Chief may require a greater distance than 500 feet if:</p> <ol style="list-style-type: none"> 1. an essential link exists between a legitimate governmental interest and the requirement; and 2. the requirement is roughly proportionate, both in nature and extent, to the impact of the proposed development. 	<p>Complies.</p>	<p><i>Refer to plans on file</i></p>
<p>Driveway and Driveway Approaches:</p> <p>Construction: single driveways in the A, RA, and RR zones that are constructed of road base or gravel shall include a concrete apron at the entrance to the garage and at the intersection with the street, each a minimum of five feet in depth. Single driveways in all other zones, and shared driveways in all zones, shall be constructed of concrete or asphalt.</p>	<p>N/A</p>	
<p>Shared Driveways: Shared driveways shall be a minimum of 26' in width and shall direct all runoff to a public or private drainage system. All dwellings on shared driveways shall provide enclosed garages or other covered parking. Shared driveways accessing more than four dwellings shall also provide a minimum of 25' of parking space between the garage and shared driveway. Shared driveways with four or fewer dwellings, if not providing a minimum of 20' of parking space, shall install a remote garage door opener prior to issuance of Certificate of Occupancy. All requirements of the Fire Code shall also be met.</p>	<p>Complies.</p>	<p><i>Refer to plans on file</i></p>
<ol style="list-style-type: none"> 1. Shared Driveways may be used for clustered single-family lots. <ol style="list-style-type: none"> a. When there are more than two units sharing a driveway, the maximum length shall be 150 feet. b. The maximum amount of units accessing a shared driveway shall be six. 2. Shared driveways may be used for two-family, three-family, and multi-family units. <ol style="list-style-type: none"> a. The maximum length shall be 150 feet. b. The maximum amount of units accessing a shared driveway shall be ten. 3. Number of Driveway Approaches: Only one driveway approach is allowed per property frontage. A circular driveway is considered one driveway approach if installed in accordance with the provisions of this section. <ol style="list-style-type: none"> a. Corner lots may have one driveway approach per street frontage. 	<p>Complies.</p>	<p><i>Refer to plans on file</i></p>

<p>b. Circular driveways must have at least 15' between the two closest edges of the driveway approach at the property line and meet all other conditions of this code.</p> <p>4. Driveway Approach widths: Residential driveway aprons shall not exceed 30 feet in width, except as follows.</p> <p>a. Driveway aprons may be increased up to 45-ft in width if the home has a 3 car garage and/or parking pad and the combined width of all drive approaches on a single frontage does not consume more than 60% of the total property frontage and all other conditions of the section are met.</p>		
<p>iii. Driveway Widths:</p> <p>1. Driveways shall be a minimum of twenty feet deep and eight feet wide for a single-wide driveway and sixteen feet wide for a double-wide driveway.</p> <p>2. Rear-load alley product, as approved as part of a Community Plan, Village Plan, or Neighborhood Plan, may have an apron in lieu of a driveway approach for access to the garage from the alley. The apron shall be a minimum of five feet deep and shall not count towards required parking.</p>	Complies.	<i>Refer to plans on file</i>
<p>iv. Driveway Approach Locations: Driveway approaches shall be a minimum of 5' from any property line where water meters are located, except for corner lots as specified below.</p> <p>1. For corner lots, or where the vehicular access into a subdivision intersects a collector or arterial road as defined in the Transportation Master Plan, the minimum driveway approach distance, as measured from the edge of the right of way to the nearest edge or driveway surface shall be as follows: Local = 15 feet; Collector = 40 feet, Arterials = 100 feet.</p> <p>2. Residential lots or parcels shall not be allowed to have accessways onto arterial roads such as Redwood Road, Crossroads Boulevard, Pioneer Crossing, and Pony Express. Exceptions may be made for large lots (at least 1 acre in size) or for lots where the home is set back over 150 feet from the arterial roadway. Approval by UDOT may be required.</p>	Complies.	<i>Refer to plans on file</i>
<p>v. The City may reject any permit or proposal for a driveway approach where staff has determined the proposed location would be dangerous or where it conflicts with any permanent improvements, existing or master planned utilities, or waterways.</p>	Complies.	<i>Refer to plans on file</i>
Lot Design		
<p>All subdivisions shall result in the creation of lots that are developable and capable of being built upon. A subdivision shall not create lots that would make improvement impractical due to size, shape, steepness of terrain, location of watercourses, sanitary sewer problems, driveway grades, or other physical constraints and considerations.</p>	Complies.	<i>Refer to plans on file</i>
<p>All lots or parcels created by the subdivision shall have frontage on a street or road that meets the City's ordinances, regulations, and standards for public roads.</p>	Complies.	<i>Refer to plans on file</i>
<p>Flag lots may be approved with less frontage when the Planning Commission determines that the creation of such a lot would result in an improved design or better physical layout for the lot based on the following criteria:</p> <p>i. For subdivisions with 20 or less lots: no more than 10% (rounding down) of the total lots are allowed to be flag lots;</p>	N/A.	

<p>ii. For subdivisions with 50 or less lots: no more than 7.5% (rounding down) of the total lots are allowed to be flag lots; and</p> <p>iii. For subdivision with more than 50 lots: no more than 5% (rounding down) of the total lots are allowed to be flag lots.</p>		
Land dedicated as public roads and rights-of-way shall be separate and distinct from land included in lots adjacent to public roads and rights-of-way. In no case may land dedicated for public roads and rights-of-way be included in the area calculation of any lots, except for non-conforming lots.	Complies.	<i>Refer to plans on file</i>
Side property lines shall be at approximately right angles to the street line or radial to the street line.	Complies.	<i>Refer to plans on file</i>
Corner lots for residential use shall be 10% larger than the required minimum lot.	Complies.	<i>Refer to plans on file</i>
No lot shall be created that is divided by a municipal or county boundary line.	Complies.	<i>Refer to plans on file</i>
Remnants of property shall not be left in the subdivision that do not conform to lot requirements or are not required or suitable for common open space, private utilities, public purposes, or other purpose approved by the Land Use Authority.	Complies.	<i>Refer to plans on file</i>
Double access lots are not permitted with the exception of corner lots.	Complies.	<i>Refer to plans on file</i>
Driveways for residential lots or parcels shall not be allowed to have access on major arterials. Exception: Exceptions may be made for large lots (at least 1 acre in size) or for lots where the home is set back over 150' from the arterial roadway. Approval by UDOT may be required.	Complies.	<i>Refer to plans on file</i>
All subdivisions along arterial roadways shall conform to the City's requirements and adopted street cross-section including pedestrian walkways, park strips, landscaping, and fencing.	Complies.	<i>Refer to plans on file</i>

19.13 Process	
Regulation	Findings
Neighborhood Meeting. Required?	<i>Not required</i>
Notice/Land Use Authority.	<i>City Council</i>
Master Development Agreement. A Master Development Agreement shall be required of any development that is in excess of twenty acres in size if non-residential or mixed-use or developments in excess of 160 acres in size if residential. A Master Development Agreement may also be required pursuant to this Title 19 including Chapter 19.26 or may be desirable or necessary pursuant to the exercise of the City Council's legislative discretion in the fact scenarios listed in Section 19.13.08.	<i>N/A</i>
Phasing Improvements.	<i>N/A</i>
Payment in Lieu of Open Space.	Amount of \$:
Piping of Canals	For residential projects, piping of canals per canal company specifications if a canal or canal easement that area is adjacent to or within the area of the proposed residential project, unless the canal company or Bureau of Reclamation does not allow piping. Non-residential projects shall install secure fencing adjacent to canal easements or canals per canal company specifications to prevent entry from the non-residential project onto the canal or canal easement.
Burial of Overhead Utility Lines	See Section 19.13.10

19.14 Site Plan Review

Regulation	Compliance	Findings
<p>Approval Required: Site Plan approval shall be required for all developments which contain the following uses, together with any others for which it is required elsewhere in these Ordinances:</p> <ol style="list-style-type: none"> 1. Any industrial use; 2. Any commercial use; 3. Any institutional use; 4. Two-Family Structures and Three-Family Structures; and 5. A multi-family residential development. 	Complies.	<i>Site Plan requires approval from City Council</i>
<p>Site Plan Standards: The entire parcel area shall be built upon, landscaped, or paved in accordance with the zone's open space and parking requirements.</p>	Complies.	<i>Refer to plans on file</i>
<p>Utilities: All utility lines shall be underground in designated easements. No pipe, conduit, cable, water line, gas, sewage, drainage, steam, electrical, or any other energy or service shall be installed or maintained upon any lot outside of any building above the surface of the ground except during construction.</p> <ol style="list-style-type: none"> a. Transformers shall be grouped with other utility meters where possible and screened with vegetation or fencing. b. Each contractor and owner or developer shall be responsible to know the whereabouts of all underground utilities. Protection of such utilities shall also be their responsibility. c. Prior to construction, contact must be made with Blue Stakes and any other utility company, public or private, not participating in Blue Stakes in the area to identify underground utility lines. d. Exception: electric power transmission lines of 46kV or above are not required to be placed underground. 	Complies.	<i>Refer to plans on file</i>
<p>Grading and Drainage: Drainage from any lot must follow current City requirements to show on site retention and a maximum allowable discharge of 0.2 cubic feet per second (cfs) per acre. Drainage shall not be allowed to flow upon adjoining lots unless the owner of the lot upon which the water flows has granted an easement for such purpose. The Planning Commission must approve a Site Plan with grading, drainage, and clearing plans before any such activities may begin. Lot grading shall be kept to a minimum. Roads and development shall be designed for preservation of natural grade except as otherwise approved by the City Engineer based on standards and specifications.</p>	Complies.	<i>Refer to plans on file</i>
<p>Secondary Water System and Dedication of Water Shares: The applicant shall comply with the City's adopted Water Utility Ordinance and other adopted standards, regulations, and ordinances and shall dedicate to the City the amount of water specified in those adopted standards, regulations, and ordinances upon approval of the Site Plan.</p>	Complies.	<i>Refer to plans on file</i>
<p>Piping of Irrigation Ditches: All existing irrigation canals and ditches which are located on the site or straddle a site property line shall be piped with a sufficient size pipe and shall be approved by the City Engineer.</p>	N/A.	
<p>Preliminary Plat With Attached Units: When the proposed Site Plan includes attached units, the Site Plan submittal shall include a preliminary subdivision plat. Said plat shall include an ALTA survey of the property recorded with the Utah County Surveyor pursuant to the Utah Code, the proposed building locations, proposed floor plans and proposed elevations identifying each building in the development.</p>	Complies.	<i>Refer to plans on file</i>

Approval of the proposed Site Plan may occur simultaneously with the approval of the proposed preliminary plat.		
Nuisances: All commercial uses shall be free from objectionable odors, noises, hazards, or other nuisances.	N/A.	
Residential Conversions: No existing residential dwelling or residential lot in any commercial or residential zone may be used or converted into a commercial use unless all of the standards set forth herein are met, including parking regulations, setbacks, landscaping, and architectural design.	N/A.	
Ownership Affidavit: A statement of ownership and control of the subject property and a statement describing the nature of the intended use.	Complies.	<i>Refer to plans on file</i>
Vicinity Map: A general location map indicating the approximate location of the subject parcel.	Complies.	<i>Refer to plans on file</i>
Context plan: A context plan shall include the existing features within 200 feet of the proposed Site Plan property line. Existing features include, but are not limited to, buildings, ingress and egress points, landscaping areas, pedestrian paths, and property names.	Complies.	<i>Refer to plans on file</i>
Site Analysis: A site analysis is a plan view drawing demonstrating land constraints and existing features. Existing features may consist of the presence of boulders, existing man-made features, significant trees, canals or ditches, access points or public rights-of-way, and existing conditions within 200 feet of the property line.	Complies.	<i>Refer to plans on file</i>
Survey: A survey prepared and stamped by a Utah registered land surveyor listing the metes and bounds legal description and the gross acreage within the subject parcel.	Complies.	<i>Refer to plans on file</i>
Compliance statement: A statement indicating how the proposed development complies with the City's adopted Land Use Element of the General Plan.	Complies.	<i>Refer to plans on file</i>
<p>Final Construction Drawings containing, at a minimum, all items specified in the City's "Standard Technical Specification and Drawings" manual. Applicant shall provide three full-size 24" x 36" copies and five 11 x 17 inch reductions as required on the application form, along with digital copies as outlined below.</p> <p>Additional copies may be required prior to adding the application to the Planning Commission agenda. Final Construction Drawings for a Site Plan is hereby required and shall be prepared and stamped by licensed or certified professionals including architects, landscape architects, land planners, engineers, surveyors, transportation engineers, or other professionals deemed necessary by the Planning Director. The City may require plans prepared by any or all of the above-noted professionals. A Site Plan application shall also contain the following :</p> <ul style="list-style-type: none"> i. locations, dimensions, floor plans, uses and heights of all proposed buildings and structures, including overhangs, porches, stairwells, and balconies, and the locations of all structures on adjoining properties; ii. access points, provisions for vehicular and pedestrian circulation on and off site, interconnection to adjacent sites, dimensions of such access and circulation, and pedestrian paths within 200 feet of the property boundary; iii. acceleration and deceleration lanes, and dimensions thereof, if required; iv. off-street parking and loading areas complying with the City's off-street parking requirements contained in Chapter 19.09 of this Title; 	Complies.	<i>Refer to plans on file</i>

<ul style="list-style-type: none"> v. proposed outdoor display areas; vi. screening and buffering provisions, including types and heights of existing and proposed buffering and fencing elements; vii. location and treatment of refuse collection areas, storage areas, mechanical equipment, and external structures; viii. location, type, and size of all business and on-site circulation signage; ix. tabulation of square footage devoted to various land uses, ground coverage by structures, and other impervious surfaces; x. type of construction of all structures, presence or absence of fire sprinkling, and location of existing and proposed fire hydrants; xi. Established Grade of building area. 		
Final Hydraulic and Hydrological storm drainage report and calculations. location of all existing and proposed secondary irrigation systems, both on site and on adjacent properties, including ditches, pipes, and culverts;	Complies.	<i>Refer to plans on file</i>
Final Traffic report: Said report shall comply with the standards outlined in the City’s adopted Transportation Master Plan and shall include, but not be limited to, the following: <ul style="list-style-type: none"> i. an analysis of the average daily trips generated by the proposed project; ii. an analysis of the distribution of trips on City street systems; iii. a description of the type of traffic generated; and iv. recommendations on what mitigation measures should be implemented with the project to maintain a level of service for existing and proposed residents acceptable to the City. 	Complies.	<i>Refer to plans on file</i>
Data table including: <ul style="list-style-type: none"> i. total project area ii. total number of lots, dwellings, and buildings iii. square footage of proposed building footprints and, if multiple stories, square footage by floor iv. number of proposed garage parking spaces v. number of proposed surface parking spaces vi. percentage of buildable land vii. acreage of sensitive lands and what percent sensitive lands comprise of total project area and of open space area viii. area and percentage of open space or landscaping ix. area to be dedicated as right-of-way (public and private) x. net density of dwellings by acre (sensitive lands must be subtracted from base acreage). xi. number of off-street parking spaces (e.g., number of proposed garage parking spaces, number of proposed surface parking spaces, etc.) 	Complies.	<i>Refer to plans on file</i>
Landscaping Plan: A landscaping plan, prepared and stamped by a licensed landscape architect, indicating the location, spacing, types, and sizes of landscaping elements and existing trees, and showing compliance with the City’s off-street parking requirements, the City’s design guidelines and policies, and the requirements of the appropriate zone.	Complies.	<i>Refer to plans on file</i>
Lighting Plan: A lighting plan indicating the illumination of all interior areas and immediately adjoining streets showing the location, candle power, and type of lighting proposed, and in conformance with the City’s lighting standards. An individual photometric plan is also required.	N/A.	

Elevations: The elevations of all proposed buildings, fences, and other structures viewed from all sides indicating height of structures, the average finished grade of the site at the foundation area of all structures, percentage of building materials proposed, and color of all materials. A board showing building colors and materials is required.	Complies.	<i>Refer to plans on file</i>
Signage Plan: An overall signage plan shall be approved during the Site Plan approval process. All information to be provided for the sign approval shall be submitted concurrent with Site Plan application materials, consistent with the requirements in Section 19.18.	N/A.	
Fee: A fee set by resolution of the City Council shall accompany the application for any Site Plan review.	Complies.	<i>Refer to plans on file</i>
Public Notice and Hearing: All site plans shall comply with the noticing and public hearing requirements of Section 19.13, and applicants shall pay the cost to post and mail required notice to property owners.	Complies.	<i>Refer to plans on file</i>
Development or Bond Agreement: A development agreement and bond agreement shall be required based on the conditions, requirements, findings, and recommendations made by the City Council. The development agreement and bond agreement shall also be based on requirements of the City Code and legal requirements as specified by the City Attorney. The City Council may determine that a development agreement is not required, but in all cases a bond agreement shall be required. A development agreement is not required when conditions, requirements, findings, and recommendations are all consistent with Title 19 requirements unless the City Council, in exercising its legislative authority pursuant to Utah Code § 10-9a-102, determines that a development agreement is necessary to further the public health, safety, or welfare or any other legitimate purpose outlined in Utah Code § 10-9a-102(1).	Complies.	<i>Refer to plans on file</i>
Considerations Relating to Traffic Safety and Traffic Congestion: <ul style="list-style-type: none"> i. the effect of the site development plan on traffic conditions on adjacent street systems; ii. the layout of site with respect to location and dimensions of vehicular and pedestrian entrances, exits, driveways, and walkways; iii. the arrangement and adequacy of off-street parking facilities to prevent traffic congestion and compliance with the provisions of Chapter 19.09, off-street parking requirements; iv. the location, arrangement, and dimensions of truck loading and unloading facilities; v. the circulation patterns within the boundaries of the development; and vi. the surfacing and lighting of off-street parking facilities. 	Complies.	<i>Refer to plans on file</i>
Considerations Relating to Outdoor Advertising: Outdoor advertising shall comply with the provisions of Chapter 19.18.	N/A.	
Consideration Relating to Landscaping: <ul style="list-style-type: none"> i. the location, height, and materials of walls, fences, hedges, and screen plantings to ensure harmony with adjacent development, to provide buffer areas, or to conceal storage areas, utility installations, or other unsightly development; ii. the requirements of Chapter 19.06; iii. the planting of ground cover or other surfaces to prevent dust and erosion; and iv. the unnecessary destruction of existing healthy trees. 	Complies.	<i>Refer to plans on file</i>
Considerations Relating to Buildings and Site Layout:	Complies.	<i>Refer to plans on file</i>

<ul style="list-style-type: none"> i. the general silhouette and mass, including location on the site, elevations, and relation to natural plan coverage, all in relationship to the character of the neighborhood; ii. the exterior design in relation to adjoining structures in height, bulk, and area openings, breaks in facade facing the street, line and pitch of roofs, and the arrangement of structures on the parcel; iii. compliance with the City's Architectural design standards. 		
The effect of the site development plan on the adequacy of the storm and surface water drainage.	Complies.	<i>Refer to plans on file</i>
Adequate water pressure and fire flow must be provided on the site as required by the applicable fire code.	Complies.	<i>Refer to plans on file</i>
The proposed project shall comply with the City's adopted Land Use Element of the General Plan, Land Use Ordinance, land development regulations, architectural guidelines, and all other adopted ordinances, regulations, policies, and standards.	Complies.	<i>Conforms with General Plan</i>
Trails Master Plan: Shows required trails	Complies.	<i>Refer to plans on file</i>

19.16 Site and Architectural Design Standards		
General Site Design Standards		
Regulation	Compliance	Findings
Pedestrian Connectivity: All buildings and sites shall be designed to be pedestrian friendly by the use of connecting walkways.	Complies.	<i>Refer to plans on file</i>
Safe pedestrian connections shall be made between buildings within a development, to any streets adjacent to the property, to any pedestrian facilities that connect with the property, when feasible between developments, and from buildings to the public sidewalk to minimize the need to walk within the parking lot among cars.	Complies.	<i>Refer to plans on file</i>
All pedestrian connections shall be shown on the related site plan or plat.	Complies.	<i>Refer to plans on file</i>
Parking Areas: On-site parking shall be located primarily to the sides or rear of the building. Variations may be approved by the Land Use Authority, subject to the following criteria: <ul style="list-style-type: none"> i. The use is a big box with outparcels helping to screen parking, or ii. At least 50% of the parking is located to the side or rear of the building, or iii. A safety issue is created by locating parking to the side or rear as verified and documented by the Saratoga Springs Police Department. For example, the parking will be entirely concealed from view by existing walls or buildings, or iv. That portion of development that lies within the Waterfront Buffer Overlay, or v. The development is Office, Warehouse/Flex space and when loading docks are not adjacent to a public right-of-way. Exception: when a lot with Office, Warehouse/Flex space is adjacent to more than one public street, loading docks may face the lower classification of the streets. 	Complies.	<i>Refer to plans on file</i>
Parking lots shall be designed with a hierarchy of circulation: major access drives with no parking; major circulation drives with little or no parking; and then parking aisles for direct access to parking spaces.	Complies.	<i>Refer to plans on file</i>
Parking lots adjacent to, and visible from, public streets shall be screened from view through the use of earth berms, screen walls, landscape hedges or combinations thereof with a minimum height of 3' as measured from the parking surface. Within regional parks this	Complies.	<i>Refer to plans on file</i>

requirement may be met through the use of intermittent planter beds rather than a berm, hedge, or screen wall; trees and shrubs may be clustered in the planter beds where necessary to avoid light spillage.		
Acceleration and Deceleration Lanes: Acceleration and deceleration lanes shall be required on major arterials when deemed necessary by the City Engineer.	Complies.	<i>Refer to plans on file</i>
Parking Structures: Parking structures shall be architecturally consistent with the project buildings, including the use of the same primary finish materials as the exterior of the adjacent or adjoining buildings.	N/A.	
When placement of parking structures along site frontages is necessary, visual mitigation such as landscape buffers, upper-level setbacks, or additional architectural treatment shall be used.	N/A.	
The view of a parking structure from a public street shall be minimized by placing its shortest dimension along the street edge.	N/A.	
The top deck of parking structures shall include screen walls, periphery landscape islands, or similar features where visible from public view in order to soften the appearance of the top of the parking structure and screen the view of cars on the top deck of the structure.	N/A.	
All top deck lighting shall be screened and directed downward to avoid light spill onto the street below and shall consist of only bollards or building lighting. Light poles are prohibited.	N/A.	
Trash Enclosures, Storage Areas, and External Structures: Landscaping, fencing, berms, or other devices integral to overall site and building design shall screen trash enclosures, storage areas, and other external structures.	Complies.	<i>Refer to plans on file</i>
Service yards, refuse and waste-removal areas, loading docks, truck parking areas and other utility areas shall be screened from view by the use of a combination of walls, fences, and dense planting. Screening shall block views to these areas from on-site as well as from public rights of way and adjacent properties. This does not apply to Municipal Buildings.	N/A.	
All trash dumpsters shall be provided with solid enclosures. a. Enclosures shall be composed of 6' high solid masonry or decorative precast concrete walls, with opaque gates and self-latching mechanisms to keep gates closed when not in use. Bollards are required at the front of the masonry walls to protect the enclosure from trash collection vehicles. Gates shall be made of opaque metal for durability. Chain-link gates with or without opaque slats are not acceptable. Colors and materials shall be consistent with the main building or use.	Complies.	<i>Refer to plans on file</i>
Where trash enclosures, storage areas, or other external structures are adjacent to parking areas, a 3' landscaped buffer shall be provided that does not impede access into and out of vehicles.	Complies.	<i>Refer to plans on file</i>
These areas shall be well maintained and oriented away from public view. The consolidation of trash areas between buildings is encouraged. The use of modern disposal and recycling techniques is encouraged. This section shall not apply to community or public recycling bins or drop boxes; however, the location shall be determined by city Staff in accordance with the standards herein.	Complies.	<i>Refer to plans on file</i>
Utility Boxes: Dense vegetative buffers which include an evergreen variety of plant materials shall be placed where appropriate to screen all utility boxes and pedestals in order to remain attractive during the winter months.	Complies.	<i>Refer to plans on file</i>
General Architectural Design Standards		

General standards do not apply one-family and two-family dwellings unless governed under a DA.

<p>Building Articulation: Building elevations exceeding 40' in length shall incorporate a minimum of one horizontal elevation shift or combination of vertical and horizontal elevation shifts, stepping portions of the elevation to create shadow lines and changes in volumetric spaces of at least five feet, and a minimum of two of the following, all spaced at intervals of 20' to 50' of horizontal width:</p> <ul style="list-style-type: none"> i. A combination of vertical and horizontal elevation shifts that together equal at least 5'. ii. Addition of horizontal and vertical divisions by use of textures or materials. iii. Primary material change. iv. Addition of projections such as balconies, cornices, covered entrances, porte-cocheres, trellis', pergolas, arcades, and colonnades. Such trellis' and awnings extend outward from the underlying wall surface at least 36". v. Variation in the rooflines by use of dormer windows, overhangs, arches, stepped roofs, gables or other similar devices. 	Complies.	<i>Refer to elevations</i>
<p>Roof Treatment: Sloped roofs shall provide articulation and variations in order to break up the massiveness of the roof. Sloped roofs shall include eaves which are proportional to the roofs slope and scale of the building.</p>	Complies.	<i>Refer to elevations</i>
<p>Flat roofs shall be screened with parapets on all sides of the building. If no roof top equipment exists or is proposed, the parapet shall be a minimum of 12" in height above the roof.</p>	N/A.	
<p>All roofs on three-family and multi-family dwellings shall have a minimum pitch of 3/12 (25% slope). To provide architectural enhancement, residential structures are encouraged to have multiple pitch variations.</p>	Complies.	<i>Refer to elevations</i>
<p>Roof mounted equipment shall not be visible from adjacent public and private streets as well as from adjacent properties, unless grade differences make visibility unavoidable.</p>	Complies.	<i>No roof-mounted equipment proposed</i>
<p>Screening shall be solid and shall be consistent with the material and color of exterior finishes of the building through the use of at least two out of three of the exterior finishes of the building.</p>	Complies.	<i>Refer to plans on file</i>
<p>Windows: Windows, other than rectangular windows, may be used as accents and trim. Untreated aluminum or metal window frames are prohibited.</p>	Complies.	<i>Refer to elevations</i>
<p>Awnings, Canopies, Trellises, Pergolas, and Similar Features: All such features must be attached to a vertical wall.</p>	Complies.	<i>Refer to elevations</i>
<p>All such features shall project at least 4' from the building when located over a pedestrian traffic area and no less than 2' otherwise.</p>	N/A.	
<p>All such features shall maintain a minimum clearance above sidewalk grade of 8' to the bottom of the framework when located over a pedestrian traffic area.</p>	N/A.	
<p>Backlighting is not permitted.</p>	Complies.	<i>No backlighting proposed</i>
<p>Mechanical Equipment: All mechanical equipment shall be located or screened and other measures shall be taken so as to shield visibility of such equipment from any public or private streets.</p>	Complies.	<i>Shown on plans</i>
<p>Wing walls, screens, or other enclosures shall be integrated into the building and landscaping of the site, whether located on the ground or roof.</p>	Complies.	<i>Shown on plans</i>
<p>Rooftops of buildings shall be free of any mechanical equipment unless completely screened from all horizontal points of view.</p>	Complies.	<i>Shown on plans</i>

Screening materials shall conform to the color scheme and materials of the primary building.	Complies.	<i>Shown on plans</i>
Residential Architectural Design Standards		
General standards do not apply one-family and two-family dwellings unless governed under a DA.		
Architectural Wrap: Stone, brick, wainscot, and other front elevation materials shall be wrapped a minimum of 2' into interior side elevations and shall extend the full width of any street side yard, or façade abutting common open space.	Complies.	<i>Building materials extend the entirety of each elevation</i>
Materials and Colors: A minimum of three materials and three colors shall be utilized on front or street side elevations, or building façade abutting common open space. A minimum of two materials and two colors shall be utilized on interior side and rear elevations. The roof shall not be considered a material or color.	Complies.	<i>Shown on plans</i>
No more than 75% of any building elevation shall consist of any one material or color.	Complies.	<i>Shown on plans</i>
Carports and similar structures shall be compatible in architectural design and details with the main residential structure through the use of at least two out of three of the same materials and colors.	N/A.	
Color Variation: Three-family, and multi-family developments containing more than five buildings shall be designed with at least two color palettes.	N/A.	
19.16.09 Mixed Use and Mixed Waterfront Site Additional Standards		
At least 75 percent of the building frontage facing a public street, primary pedestrian way, or parking lot shall be devoted to pedestrian-oriented features (e.g., storefronts, pedestrian entrances to nonresidential uses; transparent display windows; landscaping).	N/A.	
50% of the ground level façade shall be devoted to windows affording view into the interior of the building.	N/A.	
Upper level features: Upper floor balconies, bays, or windows shall be provided on multiple story buildings.	Complies.	<i>Refer to building elevations</i>
Entrances: When nonresidential and residential uses are located in a vertical mixed use structure, separate pedestrian entrances shall be provided for each use. i. The entrances for nonresidential uses shall be designed to be visually distinct from the entrances for residential uses.	N/A.	
Entrances to individual residential units in a vertical mixed use project shall not be allowed along a street frontage. Instead shared entrances to residential units located above the ground floor shall be from lobbies that serve multiple units. Façade treatment. All sides of a building that are open to public view (including views from adjacent residential dwellings or probable location of residential dwellings) shall receive equal architectural design consideration as the building front.	N/A.	
Parking, loading, and circulation: i. Parking facilities shall be separated for nonresidential uses and residential uses, except that guest parking for residential uses may be shared with nonresidential uses. ii. If enclosed parking, including parking garages and structures, is provided for residential and nonresidential portions of a mixed-use project, separate areas/levels shall be provided for each use and separate entrances shall be provided.	N/A.	
Loading areas: Loading areas for nonresidential uses shall be located as far as possible from residential units and shall be completely screened from view from the residential portion of the project and public streets. Loading areas shall be compatible in architectural design and details with the overall project through the use of at least two out of	N/A.	

three materials and colors used in the overall project. The location and design of loading areas shall mitigate nuisances from noise when residential uses might be impacted.		
Vehicular circulation: <ul style="list-style-type: none"> i. Vehicular circulation shall be designed to direct non-residential traffic away from adjacent residential streets outside the mixed use districts, to the greatest extent feasible. ii. Roadways are prohibited between the waterway and buildings nearest the waterway. 	Complies.	<i>Refer to plans on file</i>
Pedestrian design: Developments shall provide enhanced pedestrian amenities throughout the project, including seating, pedestrian area lighting, special paving, public art, water features, common open space, directories, and similar items to create a pleasant pedestrian experience.	Complies.	<i>Refer to plans on file</i>
Mixed Use Layout: <ul style="list-style-type: none"> i. Separate site access driveways shall be provided, whenever possible, for nonresidential and residential uses. Site access driveways shall incorporate distinctive design elements, landscape features, and signs to help differentiate access to nonresidential parking areas from access to residential parking areas. ii. For vertical mixed use projects, only nonresidential uses shall be located on the ground floor along public/private street frontages. Residential uses may be located above the ground floor and in areas that do not have frontage on a street. Up to 20% of the ground floor frontage may be occupied by lobby entrances to multiple residential units and pedestrian amenities (e.g., plaza, paseo, or courtyard). 	Complies.	<i>Refer to plans on file</i>
A prominent entrance shall be oriented to the major street on which the structure has frontage, street corner, courtyard, plaza, park, or other structures on the site, but not to interior blocks or parking lots/structures.	N/A.	
Live/work units, dwelling units that are used jointly for commercial and residential purposes, shall be designed with the following elements: <ul style="list-style-type: none"> i. Each live/work unit fronting a public street shall have a pedestrian oriented frontage that allows views into the interior of the nonresidential areas of the unit. ii. The living space within the live/work unit shall be contiguous with the commercial space, with direct access between the two areas. 	N/A.	
Operational standards: <ul style="list-style-type: none"> a. Outdoor nonresidential uses in a mixed-use project that includes residential uses shall be prohibited from operating between the hours of 11:00 P.M. and 6:00 A.M. b. Loading and unloading activities shall not take place after 10:00 P.M. or before 6:00 A.M. on any day of the week. 	N/A.	
19.16.10 Waterfront Buffer and Gateway Overlays, Additional Standards		
Height and setbacks for buildings and structures that exceed 35 feet in height: <ul style="list-style-type: none"> i. Waterfront buffer facing building facades for floors above 35 feet in height shall be set back an additional 5 feet from the floors below. Each additional floor shall be set back an additional 5 feet. 	Complies.	<i>Refer to plans on file</i>
Ground floor transparency: <ul style="list-style-type: none"> i. The building façade facing the Waterfront Buffer or Gateway Overlay arterial and collector streets shall have at least 50 	N/A.	

percent of the waterfront level façade area devoted to display windows and/or windows affording some view into the interior areas. ii. Multi-family residential buildings with no main floor lobby area, and/or no retail or office space are exempt.		
Prohibited building materials: i. High gloss or shiny metal panels as a primary material. ii. Mirror glass panels.	Complies.	<i>Glass will not consist of mirror panels</i>
Entrances: i. Entrances in the Waterfront Buffer Overlay shall be as prominent on the waterfront side of a building as on the street side. ii. Entrances shall be placed so as to be highly visible.	Complies.	<i>Refer to building elevations</i>
Building Facades Treatment: i. Facades on the Waterfront Buffer or Gateway Overlay arterial or collector street shall be pedestrian scale, and not give the appearance of the “back of a building”. ii. All sides of a mixed use, multi-family, or non-residential building that are open to public view (including views from adjacent residential dwellings, trails, or probable location of residential dwellings) shall receive equal architectural design consideration as the building front.	Complies.	<i>Refer to building elevations</i>
View corridor: Each Waterfront Buffer development shall provide at least one 50’ wide view corridor for every 3 acres of development. View corridors shall be kept free of structures and other obstructions, and shall extend from the water through the entirety of the development generally perpendicular to the water. (see figure 16.1)	Complies.	<i>Refer to building elevations</i>

19.18 Signs		
Regulation	Compliance	Findings
Site Plans require signage information (if tenant known, show location potential location size)	N/A.	
Monument sign location and details	N/A.	
Wall signs and potential locations and details	N/A.	

19.19 Open Space		
Minimum Required Open Space		
Regulation	Compliance	Findings
Open Space Required: A minimum of one Equivalent Acre of park space is required for every 40 residential units in a development, or fraction thereof.	Complies.	<i>Refer to site plan</i>
Minimum Percentage by Development: In addition to the minimum Equivalent Acres, to ensure a livable community, in no case shall the percentage of total open space acreage provided in the following types of development be less than the listed percentage: a. Single family developments: 10% of overall development acreage b. Multi-family developments: 15% of overall development acreage c. Mixed Use and Mixed Waterfront developments: 25% of overall development acreage d. Developments with both single family and multi-family: combination of the requirement based on the acreage for each type of housing.	Complies.	<i>Refer to site plan</i>

Other Limitations: In no case may the cumulative total of the following categories qualify for more than 50% of a development's Equivalent Acre requirement. <ul style="list-style-type: none"> i. Unimproved, not Sensitive Lands ii. Open space with no access 	Complies.	<i>Refer to site plan</i>
Minimum Required Amenities		
Minimum Points: Minimum required points are based on the number of required Equivalent Acres provided in a contiguous park and are outlined in the table in 19.19.05(2).	Complies.	<i>Refer to site plan</i>
Mixture of Amenities and Required Amenities: All parks are required to provide a mixture of amenities, including at least one separate item each from Categories C, D, and E.	Complies.	<i>Refer to site plan</i>
No more than 25% of the points may be met by one specific item type in any one category.	Complies.	<i>Refer to site plan</i>
All parks over 5 Equivalent Acres are also required to provide at least one item from Category A or B, and three items from category P, and a minimum one toilet restroom per each 5 acres or fraction thereof.	Complies.	<i>Refer to site plan</i>
Items in Categories A and B may qualify for impact fee credits, if identified in the Parks and Trails Master Plan.	Complies.	<i>Refer to site plan</i>
Payment in Lieu of Open Space		
Applicability: the City's Payment in Lieu of Open Space Program may be utilized for all or a portion of the requirement for developments that meet one or more of the following criteria: <ul style="list-style-type: none"> i. any single-family development where a minimum of 75% of the lots are 10,000 square feet or larger, or ii. any single-family development with a park requirement of less than one acre, or iii. any development in the MW zone where such fee will aid in the creation of large clustered open spaces near the waterfront, or iv. that portion of a development that is located within ¼ mile of an existing improved regional public park. 	N/A.	
Total Cost: <ol style="list-style-type: none"> 1. The City shall maintain an annually updated list of land values for the cost of a non-sensitive developable acre, and apply the land value to the required Equivalent Acres for which the applicant desires to pay a fee in lieu. 2. The City shall calculate the minimum required points per this chapter, and multiply the points by \$2,000 to determine the cost of the minimum required open space improvements, including landscaping, parks, trails, and other amenities. 	N/A.	

19.25 Waterfront Buffer Requirements		
Waterway Setbacks		
Regulation	Compliance	Findings
Riparian Setback: No disturbance shall occur within 50' of the Jordan River ordinary high water mark or the Utah Lake Compromise line. Exception: Boardwalks, patios, decks, and associated seating areas may be placed within the riparian setback. Such areas shall not exceed 300 square feet.	Complies.	<i>Refer to plans on file</i>
Shoreline Trails: Jordan River and Utah Lake shoreline trail corridors shall be a minimum of 20' in width measured landward from the edge of the riparian setback.	Complies.	<i>Refer to plans on file</i>

Patio/Lawn Area: A minimum of 15' shall be maintained between the Shoreline or Jordan River trail corridor and structures/parking areas to allow for lawns, patios, restaurant eating areas, and similar low-impact uses. Roads shall not be located between the first row of buildings and the waterway.	Complies.	<i>Refer to plans on file</i>
Landscaping in Riparian and Trail Setbacks: Native and naturalized plants allowed. Manicured landscaping and lawns are prohibited.	Complies.	<i>Refer to plans on file</i>
Bank Stabilization: Industry-accepted bioengineering designs shall be used to meld structural features with the environment and may include the use of features such as live plants, willow cuttings, logs, woody debris, coir fabrics, straw bales etc. The use of riprap or other hard armoring techniques is discouraged and may only be approved by the State of Utah.	Complies.	<i>Refer to plans on file</i>
Utah Lake and Jordan River Shoreline Trails		
<p>All developments whose projects are next to, adjacent to, or abutting, or include Utah Lake or the Jordan River shall provide an improved pedestrian shoreline trail throughout the length of the project.</p> <ul style="list-style-type: none"> i. The shoreline trail shall at all times be accessible to the public. ii. The developer will work with the City and any other agency whose approval is necessary, to determine the exact location of the trail. iii. The developer shall construct the trail as close to the waterway as reasonably possible. iv. The trail shall be hard surfaced and shall be a minimum of 12' in width. 	Complies.	<i>12' trail shown on plans</i>
In the event that a portion of the planned shoreline trail throughout a developer's project is located on property not in the possession of or under control of the developer, the developer will work with the City to identify a proper location through the developer's project on which to construct the trail. In all cases, the developer shall construct the shoreline trail as close to the waterway as reasonable possible.	N/A.	
<p>The developer will work with the City to determine which party will construct the shoreline trail throughout the developer's project.</p> <ul style="list-style-type: none"> a. If the developer constructs the shoreline trail throughout the developer's project, the developer may receive credit for the trail against the open space requirements of this Title. However, if the developer is granted a credit, the developer shall maintain the trail in perpetuity and grant the City a perpetual public access easement. b. The shoreline trail shall be constructed in accordance with the City's design guidelines, standards, and regulations. 	Complies.	<i>Refer to plans on file</i>
If the City specifically agrees in writing, the shoreline trail will be maintained by the City after the City issues a Certificate of Final Acceptance.	Complies.	<i>Refer to plans on file</i>
Public Access and Parking		
Developments shall provide a public access to the Shoreline or Jordan River trail.	Complies.	<i>Refer to plans on file</i>
Developments shall provide public parking for bicycles and shall permit a portion of their motor vehicle parking to be available to the public in non-residential areas.	Complies.	<i>Bicycle parking shown on plans</i>
Public pedestrian access shall include clearly marked travel pathways from the public street through parking areas to primary building entries.	Complies.	<i>Refer to plans on file</i>
Parking areas visible from the Shoreline or Jordan River trail or the waterway shall be screened from view by landscaping or decorative fencing at least 3' in height.	Complies.	<i>Refer to landscape plans</i>

Appropriate landscaping should be utilized to screen habitat areas within the riparian setback from new development.	Complies.	<i>Refer to plans on file</i>
Site Coverage and Building Permeability		
On lots or sites with a width greater than 100' that are generally parallel to the river corridor, structures shall not exceed 70% of the width of the site.	Complies.	<i>Refer to plans on file</i>
On lots or sites with a 50' to 80' width that are generally parallel to the river, structures shall not exceed 50' in width or 70% of the width of the site, whichever is greater.	N/A.	
At a maximum interval of 300' that is generally parallel to the river, there shall be a clear visual and pedestrian connection at the ground level from a public street to the river corridor. Such connections may consist of pathways, landscaping, transparent entrances and lobbies that provide the ability to see through a building, and other features with a similar effect.	Complies.	<i>Refer to plans on file</i>
The visual and pedestrian connection shall not be less than 30' wide.	Complies.	<i>Connection is greater than 30' in width</i>

19.27 Addressing and Street Naming		
Double Check all Addresses after GIS Assigns Them		
Regulation	Compliance	Findings
WebApp to Review Addresses assigned by GIS: https://ssgis.maps.arcgis.com/apps/webappviewer/index.html?id=b4786008c6dd420ab06445cd8d5e5fe0		
Lot Numbers: Are they correct and sequential	Complies.	<i>Refer to plans on file</i>
Address Numbers: is it accurate and sequential and does it fit between the intersection coordinates	Complies.	<i>Refer to plans on file</i>
Compare Surrounding Addresses: do the addresses work with surrounding addresses? Are there any repetitions in address numbers? Do the street names match and line up with streets in other plats and across intersections?	Complies.	<i>Refer to plans on file</i>
Double Access Lots and Corner Lots. These types of lots should have an address on each road frontage, unless front door access is not allowed. If a front door is allowed, but not a driveway, this should be clear on the plat.	Complies.	<i>Refer to plans on file</i>
No Access on Double Frontage of Lots: The plat should state what this means. No driveway and no front door, or just no driveway	Complies.	<i>Refer to plans on file</i>
Alternate Addresses: are they in the right location on the lot and do they make sense concerning lots that have no access. What does "no access mean"?	Complies.	<i>Refer to plans on file</i>
Rear Load: Meet with Brian to review every time there is a rear-load product.	Complies.	<i>Refer to plans on file</i>
Rear Load: label "FRONT" to identify which side is the front, but check grading to see if the units can be accessed from the front.	Complies.	<i>Refer to plans on file</i>
Grading/Slope: Does the grade in front of rear-load product allow for front door access for EMT and deliveries?	Complies.	<i>Refer to plans on file</i>
New Address: street names shall be proposed by the developer and approved by City staff. Street coordinates and house numbers shall be approved by City staff and placed on the final subdivision plat by the developer before plat recordation.	Complies.	<i>Refer to plans on file</i>
Duplicate Street Names: No duplication of street names or numbers shall be used. No phonetic duplications shall be used (same name, spelled differently).	Complies.	<i>Refer to plans on file</i>

If a street is terminated by unimproved land and continues on the same bearing beyond the unimproved land, it should continue with the same name.		
Continuity. Proposed street names are encouraged to have the following characteristics: Historic significance, local sense of places, overall theme, compatibility with adjacent streets	Complies.	<i>Refer to plans on file</i>
Compass Directions. The four compass directions shall not be used as part of the street name.	Complies.	<i>Refer to plans on file</i>
Name Length. Street names shall not be longer than thirteen letters, including spaces between letters. (this does not include the street type designator)	Complies.	<i>Refer to plans on file</i>
Street Type Designations. Proposed street names and types shall be matched as follows: a. Boulevard (Blvd), Parkway (Pkwy): This name may only be used for arterials and collectors.. b. Drive (Dr), Way (Wy): Meandering, curvilinear, or diagonal street usually longer than 1000 feet. c. Road (Rd): Limited streets that may run in a direction and are most always longer than 1000 feet. d. Streets (St), Avenues (Ave): Straight directional streets. e. Lanes (Ln), Row: Short collector or minor streets which are usually less than 1000 feet in length. May be used in names for private rights-of way. f. Circle (Cir), Court (Ct), Place (Pl), Cove (Cv): Permanent dead end streets or cul-de-sac streets usually less than 600 feet in length and containing three or more lots or separate dwelling structures. g. Center (Cntr) and Mall: Designations reserved for high density commercial developments with multiple structures and occupancies that can be substituted for the street type designator in an assigned address.	Complies.	<i>Refer to plans on file</i>
Street and Property Numbering. Each street, lot, unit, dwellings, or parcel in the site plan or plat shall be addressed according to the following standards:	Complies.	<i>Refer to plans on file</i>
1. All street intersections shall be addressed numerically. Street intersection numbers shall end with a “0” or a “5” and with “North,” “South,” “East,” or “West”.	Complies.	<i>Refer to plans on file</i>
2. Where possible, property addresses shall be odd on the south and west sides of a street.	Complies.	<i>Refer to plans on file</i>
3. Where possible, property addresses shall be even on the north and east sides of a street.	Complies.	<i>Refer to plans on file</i>
4. Property addresses for IADUs (see Chapter 19.20), ADUs, stacked multi-family, dwelling above commercial, commercial/retail, or office building that have multiple users shall be identified by a single address, and the individual units shall have a unique identifier such as suite, apartment, dwelling, or unit number.	Complies.	<i>Refer to plans on file</i>
5. Dual addresses on corner lots will be assigned at plat recordation. At Building Permit issuance, one address shall be permanently assigned.	Complies.	<i>Refer to plans on file</i>
6. Buildings that are hidden behind other buildings or do not have public frontage, shall be numbered from the centerline of the principal access or driveway.	Complies.	<i>Refer to plans on file</i>
7. City Staff shall assign numbers to site plans before final site plan approval, based on the above standards.	Complies.	<i>Refer to plans on file</i>
8. If a unit faces a street, it shall be numbered on that street. If a unit faces open space, it shall be numbered to the alley way.	Complies.	<i>Refer to plans on file</i>

Building Identification. All buildings shall have approved address numbers, and such numbers shall be identified using the following standards:	Shall Comply	<i>TBD at Building Inspection</i>
1. Background. Numbers shall be set on a background of a contrasting color.	Shall Comply	<i>TBD at Building Inspection</i>
2. Size. Residential building numbers shall be at least four inch tall block letters. All building numbers shall be of sufficient size so as to be legible from the street or private road. Non-residential buildings shall use Western Arabic numbers or alphabetic letters that are a minimum four inches high with a minimum stroke width of 0.5 inch, installed on a contrasting background and be plainly visible from the street or road fronting the property.	Shall Comply	<i>TBD at Building Inspection</i>
3. Visibility. Numbers shall be placed in a position that is plainly legible and visible from the street or road fronting the property. When a building is at a distance greater than the required setback from a street or when view of the building is blocked by trees or shrubs, numbers shall be displayed on a sign attached to a fence, gate, street mailbox, or lawn stake, in addition to being placed on the building. a. Stacked multi-family structures, condominiums, commercial, office, or institutional building numbers shall be placed in a prominent location at the main entrance of such buildings. b. Interior suites, apartments, units, or offices shall be clearly identified in a logical numeric or alphabetic sequence. c. Attached side-by-side town homes, commercial, office, or institutional buildings adjacent to a public or private street shall have individual addresses for each unit building numbers or letter with associated unit numbers. Developments with buildings that do not have direct access to a public or private street shall use one address from the public or private street, and each unit shall have a number or letter, such as 1, 2, 3 or A, B, C and so on. with building numbers or letters and associated unit numbers. d. Stacked multi-family structures, commercial, office, or institutional buildings shall have one address facing a public or private street and each unit shall have a number or letter such as 1, 2, d, or A, B, C and so on. with an individual building number or letter with associated unit numbers. e. Townhomes, three-family dwellings, two-family dwellings, commercial, office, or institutional buildings that have a front door that faces a public or private road and a driveway or parking access from a rear alley shall number only attach address numbers to the front of each unit and not the rear. f. Townhomes, three-family dwellings, two-family dwellings, commercial, office, or institutional buildings that have a front door that faces open space or another building and have a driveway or parking access from a rear alley shall number both the front and back of each unit. The applicant shall verify that address numbers are not duplicated in units that are across the green space or across the alley.	Shall Comply	<i>TBD at Building Inspection</i>

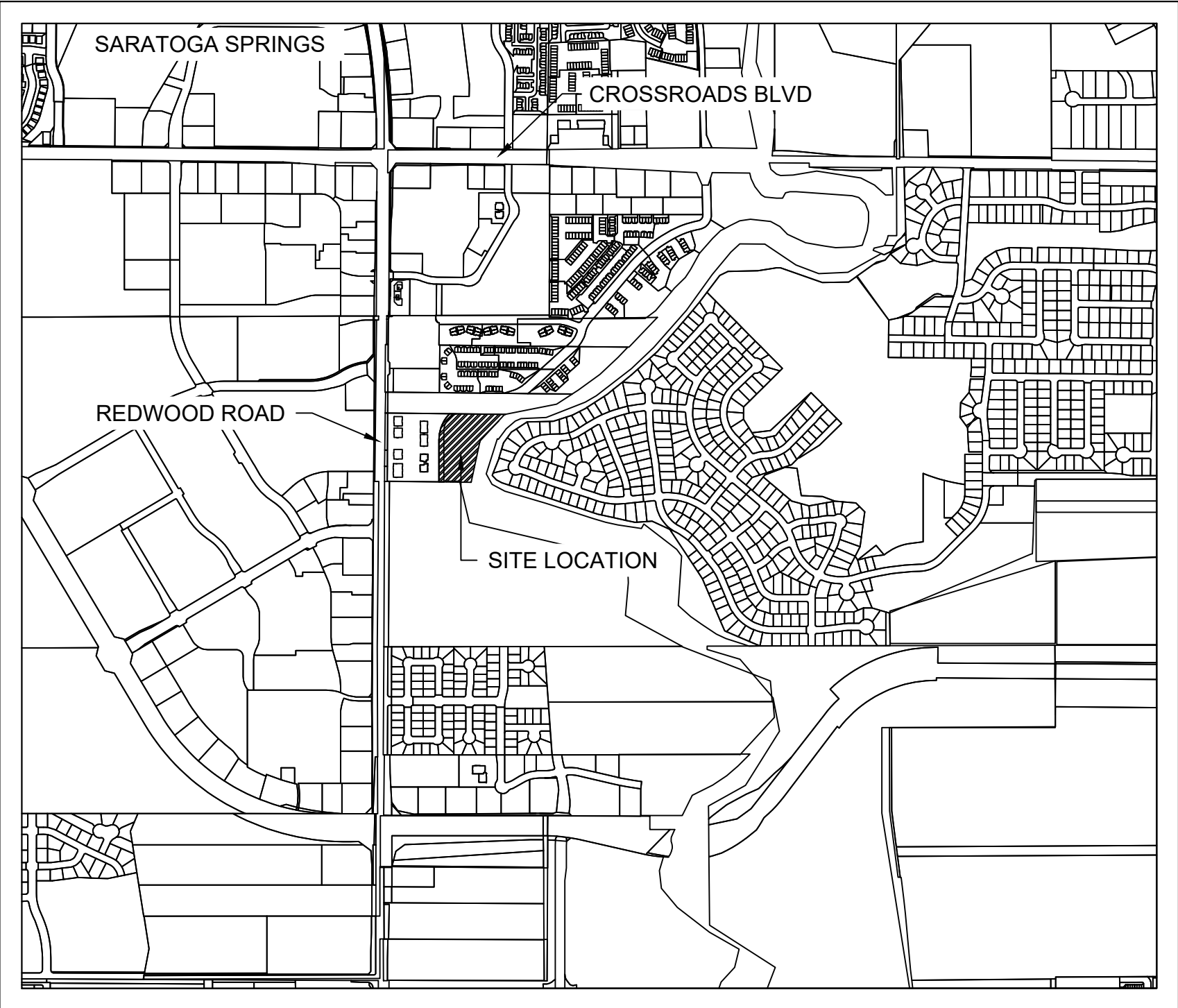
Fiscal Impact	
Regulation	Findings
Is there any City maintained open space?	<i>No</i>
What is the anticipated cost to the City?	<i>N/A</i>

When will City maintenance begin?	<i>N/A</i>
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EXHIBIT 4. Preliminary Plat

RIVER VIEW TOWNHOMES PLAT "A"

LOCATED IN THE SOUTHEAST QUARTER OF
SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN,
SARATOGA SPRINGS, UTAH COUNTY, UTAH



VICINITY MAP
(NTS)

NOTES:

- 1- PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL, OR FOR PHASED DEVELOPMENTS, WITHIN 24 MONTHS OF RECORDATION OF MOST RECENT PHASE. THE FINAL PLAT APPROVAL WAS GRANTED ON THE ____ DAY OF ____, 20__.
- 2- PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL AND/OR GEOTECHNICAL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL.
- 3- THIS PLAT MAY BE SUBJECT TO A DEVELOPMENT AGREEMENT THAT SPECIFIES THE CONDITIONS OF DEVELOPING, BUILDING, AND USING PROPERTY WITHIN THIS PLAT. SEE CITY RECORDER FOR DETAILS.
- 4- PLAT IS SUBJECT TO "INSTALLATION OF IMPROVEMENTS AND BOND AGREEMENT NO. ____," WHICH REQUIRES THE CONSTRUCTION AND WARRANTY OF IMPROVEMENTS OF THIS SUBDIVISION. THESE OBLIGATIONS RUN WITH THE LAND AND ARE BINDING ON SUCCESSORS, AGENTS, AND ASSIGNS OF DEVELOPER. THERE ARE NOT THIRD-PARTY RIGHTS OR BENEFICIARIES UNDER THIS AGREEMENT.
- 5- BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED PER CITY STANDARDS AND ALL FEES INCLUDING IMPACT AND CONNECTION FEES ARE PAID.
- 6- REFERENCES HEREIN TO DEVELOPER OR OWNER SHALL APPLY TO BOTH, AND ANY SUCH REFERENCE SHALL ALSO APPLY TO SUCCESSORS, AGENTS, AND ASSIGNS.
- 7- NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREETS AND IMPROVEMENTS DESIGNATED AS "PRIVATE" ON THIS PLAT.
- 8- A GEOTECHNICAL REPORT HAS BEEN COMPLETED BY _____, WHICH ADDRESSES SOIL AND GROUNDWATER CONDITIONS, PROVIDES ENGINEERING DESIGN CRITERIA, AND RECOMMENDS MITIGATION MEASURES IF PROBLEMS OR CONDITIONS WERE ENCOUNTERED. THE CITY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY RELIANCE ON THE INFORMATION OR LACK THERE IN THE REPORT.
- 9- AGRICULTURAL USES, OPERATIONS, AND RIGHTS ARE ADJACENT TO OR NEAR THE PLAT AND LOTS. THE LOTS IN THE PLAT ARE SUBJECT TO THE SIGHTS, SOUNDS, ODORS, NUISANCES, AND ASPECTS ASSOCIATED WITH AGRICULTURAL OPERATIONS, USES, AND RIGHTS. THESE USES AND OPERATIONS MAY OCCUR AT ALL TIMES OF THE DAY AND NIGHT INCLUDING WEEKENDS AND HOLIDAYS. THE CITY IS NOT RESPONSIBLE OR LIABLE FOR THESE USES AND IMPACTS AND WILL NO T RESTRICT ANY GRANDFATHERED AGRICULTURAL USE FROM CONTINUING TO OCCUR LAWFULLY.
- 10- DRAINAGE ACROSS PROPERTY LINES SHALL NOT EXCEED THAT WHICH EXISTED PRIOR TO GRADING. EXCESS OR CONCENTRATED DRAINAGE SHALL BE CONTAINED ON SITE OR DIRECTED TO AN APPROVED DRAINAGE FACILITY. LOTS SHALL BE GRADED TO DRAIN SURFACE WATER AWAY FROM FOUNDATION WALLS. THE GRADE SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET.
- 11- ANY UTILITIES OUTSIDE OF THE PUBLIC RIGHT-OF-WAY SHALL BE OWNED AND MAINTAINED PRIVATELY UNLESS THE UTILITIES ARE NOTED OTHERWISE ON THE PLAT AND HAVE RECORDED MAINTENANCE EASEMENTS TO THE CITY.
- 12- ALL OPEN SPACE, COMMON SPACE, AND TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE INSTALLED BY OWNER AND MAINTAINED BY A HOMEOWNERS ASSOCIATION UNLESS SPECIFIED OTHERWISE ON EACH IMPROVEMENT.
- 13- LOTS/UNITS MAY BE SUBJECT TO ASSOCIATION BYLAWS, ARTICLES OF INCORPORATION AND CC&R'S
- 14- COMMON AREAS ARE CONVEYED TO _____ HOA.
- 15- COMMON AREAS AND LIMITED COMMON AREAS ARE BLANKET UTILITY EASEMENTS FOR THE CITY OF SARATOGA SPRINGS AND ARE ASSIGNABLE AT THE CITY'S DISCRETION TO OTHER PUBLIC UTILITIES.

BY SIGNING THIS PLAT, THE FOLLOWING UTILITY COMPANIES ARE APPROVING THE : (A) BOUNDARY, COURSE, DIMENSIONS, AND INTENDED USE OF THE RIGHT-OF-WAY AND EASEMENT GRANTS OF RECORD; (B) LOCATION OF EXISTING UNDERGROUND AND UTILITY FACILITIES; (C) CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITHIN THE RIGHT-OF-WAY, AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITIES WITHIN THE SUBDIVISION. "APPROVING" SHALL HAVE THE MEANING IN UTAH CODE SECTION 10-9A-603(4)(c)(ii). THE FOLLOWING NOTES ARE NOT ENDORSED OR ADOPTED BY SARATOGA SPRINGS AND DO NOT SUPERSEDE CONFLICTING PLAT NOTES OR SARATOGA SPRINGS POLICIES.	
<u>ROCKY MOUNTAIN POWER</u>	<u>ENBRIDGE GAS UTAH</u>
1. PURSUANT TO UTAH CODE ANN. 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT, ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.	QUESTAR GAS COMPANY, DBA ENBRIDGE GAS UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENT. ENBRIDGE GAS UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER DEDICATION OR IN THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT ENBRIDGE GAS UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532.
2. PURSUANT TO UTAH CODE ANN. 10-9a601 et seq? ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER	APPROVED THIS _____ DAY OF _____ 20____
2.1. A RECORDED EASEMENT OR RIGHT-OF-WAY	BY - _____
2.2. THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS	TITLE - _____
2.3. TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR	QUESTAR GAS COMPANY
2.4. ANY OTHER PROVISION OF LAW	DBA ENBRIDGE GAS UTAH
APPROVED THIS ____ DAY OF _____ 20____	
ROCKY MOUNTAIN POWER _____	

OWNER/DEVELOPER:
BEACON CREST HERITAGE LLC
DAVID MEREDITH
9 APPLE HILL CIR, SANDY, UT
949-466-1592

ENGINEER/SURVEYOR:



SURVEYOR'S CERTIFICATE

I, JAXON THOMAS BROWN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 13513878 IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT FOUND IN TITLE 58, CHAPTER 22 OF THE UTAH CODE. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH UTAH CODE SECTION 17-23-17, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN UTAH CODE SECTION 54-8a-2, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I ALSO CERTIFY THAT I HAVE FILED, OR WILL FILE WITHIN 90 DAYS OF THE RECORDATION OF THIS PLAT, A MAP OF THE SURVEY I HAVE COMPLETED WITH THE UTAH COUNTY SURVEYOR.

BOUNDARY DESCRIPTION

A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF RIVER VIEW COMMERCIAL CONDOMINIUMS, ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER, FILE NO. 18255, SAID CORNER IS LOCATED 1321.63 FEET N 00°36'28" E ALONG THE QUARTER SECTION LINE AND 481.50 FEET N 90°00'00" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 14, AND RUNNING THENCE ALONG SAID RIVER VIEW COMMERCIAL CONDOMINIUMS THE FOLLOWING TWO COURSES: 1) N 00°00'00" E 340.57 FEET TO THE BEGINNING OF A CURVE, 2) ALONG SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 45°14'21", HAVING A RADIUS OF 288.50 FEET, AND WHOSE LONG CHORD BEARS N 22°37'13" E FOR A DISTANCE OF 221.92 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE, THENCE S 89°21'19" E 445.42 FEET, THENCE S 78°47'51" W 5.83 FEET, THENCE S 42°38'41" W 288.90 FEET, THENCE S 12°17'41" W 337.41 FEET, THENCE N 89°21'19" W 257.48 FEET TO THE POINT OF BEGINNING.

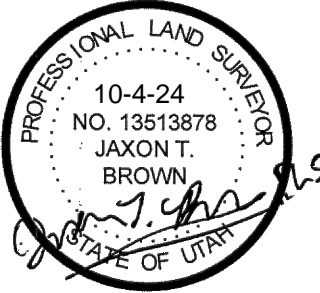
SAID PARCEL OF LAND CONTAINS 4.22 ACRES (183,834 SQ. FT.) ± AND 15 LOTS.

Jaxon T. Brown
JAXON T. BROWN
PLS 13513878

10-04-2024

DATE:

SURVEYOR'S SEAL



OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PARCELS, STREETS, TOGETHER WITH EASEMENTS AND RIGHTS-OF-WAY, TO BE HEREAFTER KNOWN AS:

RIVER VIEW TOWNHOMES PLAT "A"

AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC AND CITY ALL PARCELS, LOTS, STREETS, EASEMENTS, RIGHT-OF-WAY, AND PUBLIC AMENITIES SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC OR CITY USE. THE OWNER(S) AND ALL AGENTS, SUCCESSORS, AND ASSIGNS VOLUNTARILY DEFEND, INDEMNIFY, AND SAVE HARMLESS THE CITY AGAINST ANY OTHER ENCUMBRANCE ON A DEDICATED STREET, EASEMENT, OR RIGHT-OF-WAY THAT WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREET OR UTILITIES. THE OWNER(S) AND ALL AGENTS, SUCCESSORS, AND ASSIGNS ASSUME ALL LIABILITY WITH RESPECT TO THE CREATION OF THIS SUBDIVISION, THE ALTERATION OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE, OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION, AND THE DEVELOPMENT ACTIVITY WITHIN THIS SUBDIVISION BY THE OWNERS AND ALL AGENTS, SUCCESSORS, AND ASSIGNS. THE OWNER HEREBY CONVEYS THE COMMON AREA, AS INDICATED HEREON, TO THE _____ HOA, A UTAH NONPROFIT CORPORATION, WITH A REGISTERED ADDRESS OF _____ IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS DAY OF ____ 20____
BEACON CREST HERITAGE LLC
BY: DAVID MEREDITH
ITS MANAGING MEMBER

SIGNED

CORPORATE ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF UTAH } s.s.

ON THIS ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME _____ WHO BEING BY ME DULY SWORN, DID PROVE TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THIS PLAT WITH FULL AUTHORITY OF THE OWNER(S).

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF UTAH THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC SIGNATURE: _____

PRINT NAME AS COMMISSIONED: _____

COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

A NOTARY PUBLIC COMMISSIONED IN UTAH.

UTAH COUNTY RECORDER

PLAT "A"
RIVER VIEW TOWNHOMES

SITUATE IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN,
SARATOGA SPRINGS, UTAH COUNTY, UTAH
SHEET 1 OF 3

NOTARY PUBLIC SEAL

CITY ENGINEER SEAL

CLERK - RECORDER SEAL

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF SARATOGA SPRINGS, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON AND HEREBY ACCEPTS THE DEDICATION OF ALL STREET, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR THE PERPETUAL USE OF THE PUBLIC.

THIS _____ DAY OF _____, A.D. 20____

APPROVED BY MAYOR

ATTEST CITY RECORDER

CENTURY LINK

APPROVED THIS _____ DAY OF _____
A.D. 20____

CENTURY LINK

PLANNING DIRECTOR

APPROVED BY THE PLANNING DIRECTOR ON
THIS _____ DAY OF _____, A.D. 20____

PLANNING DIRECTOR

COMCAST CABLE TELEVISION

APPROVED THIS _____ DAY OF _____
A.D. 20____

COMCAST CABLE TELEVISION

CITY ENGINEER

APPROVED BY THE CITY ENGINEER ON
THIS _____ DAY OF _____, A.D. 20____

CITY ENGINEER

LAND USE AUTHORITY

APPROVED BY THE LAND USE AUTHORITY ON
THIS _____ DAY OF _____, A.D. 20____

LAND USE AUTHORITY

FIRE CHIEF

APPROVED BY THE FIRE CHIEF ON THIS
_____ DAY OF _____, A.D. 20____

CITY FIRE CHIEF

SARATOGA SPRINGS ATTORNEY

APPROVED BY SARATOGA SPRINGS ATTORNEY ON
THIS _____ DAY OF _____, A.D. 20____

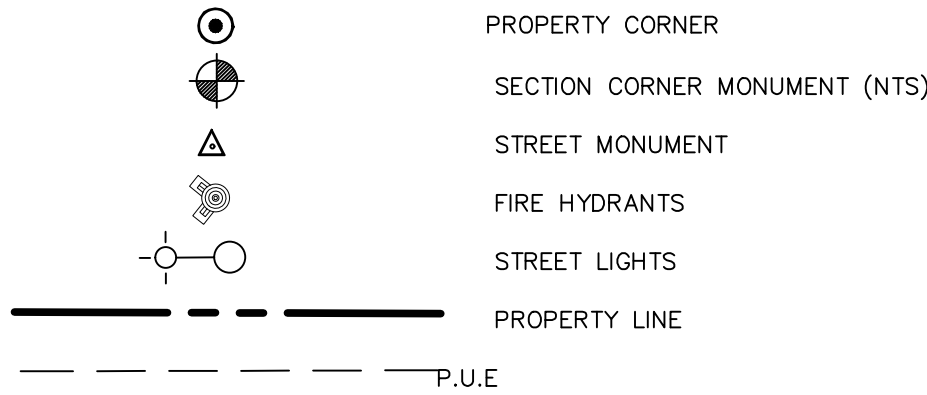
SARATOGA SPRINGS ATTORNEY

LEHI CITY POST OFFICE

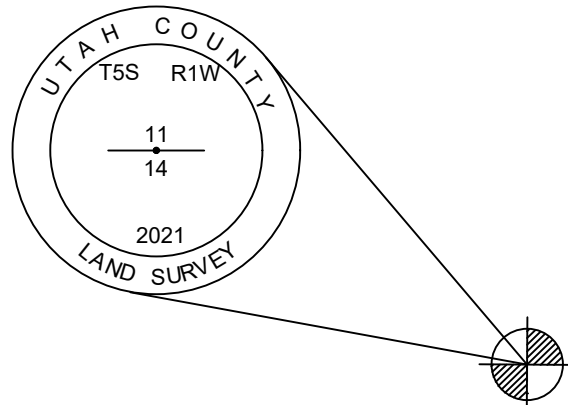
APPROVED BY POST OFFICE REPRESENTATIVE ON
THIS _____ DAY OF _____, A.D. 20____

LEHI CITY POST OFFICE REPRESENTATIVE

LEGEND



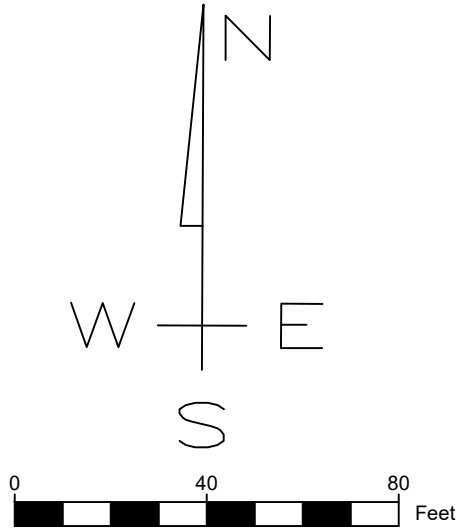
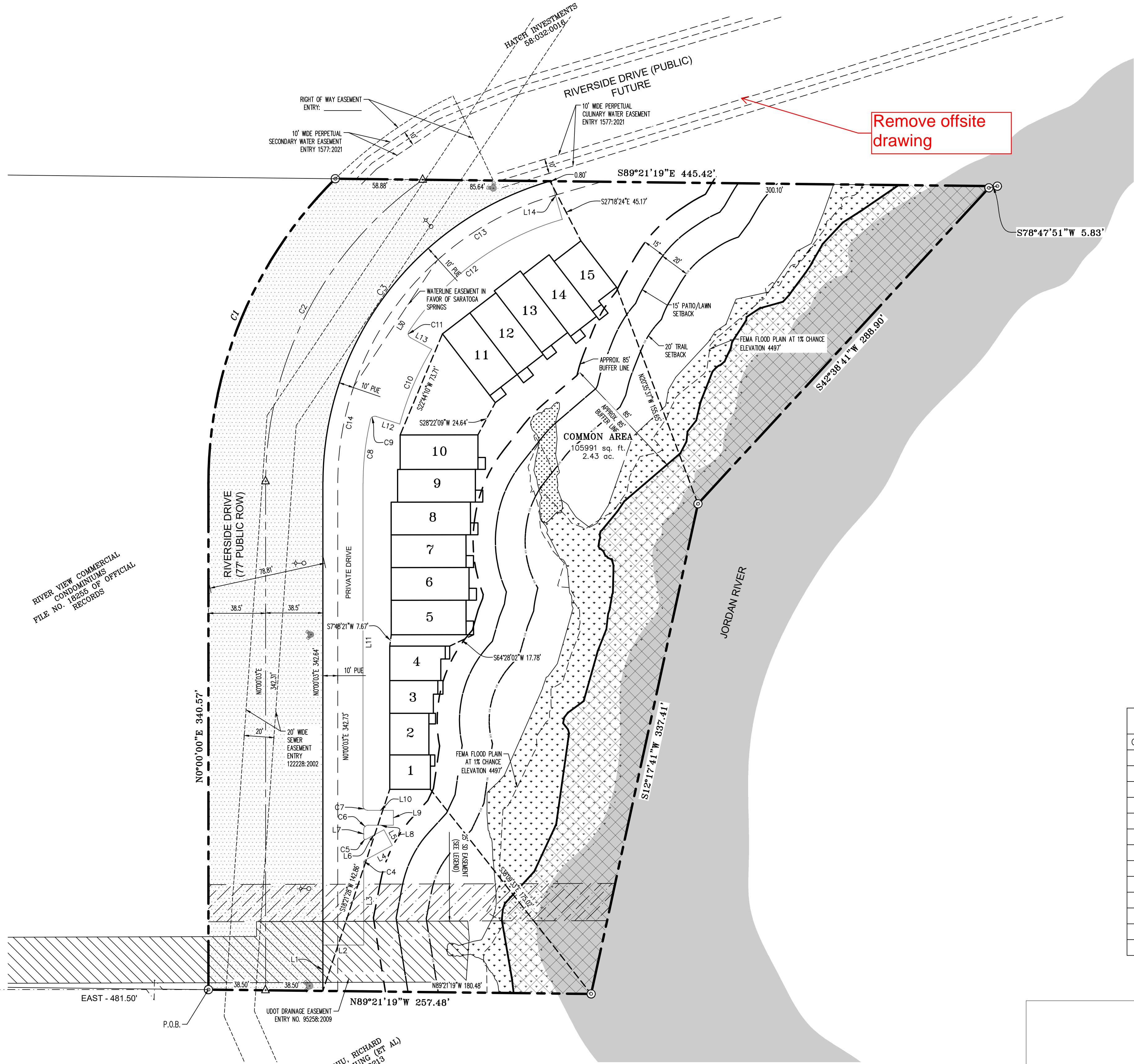
- Public Right of Way Dedicated to the Saratoga Springs City. 1.03 Acres (44,901 SQ. FT.)
- Existing UDOT Drainage Easement. Entry No. 95258:2009
- A New 25' Storm Drain Easement
- Ordinary High Water Mark of Jordan River. 0.73 Acres (31,603 SQ. FT.)
- Wetlands. 0.72 Acres (31,576 SQ. FT.)



DATA TABLE		
TOTAL PROJECT AREA:		4.22 ACRES (183,834 SQ. FT.)
TOTAL # LOTS		15 LOTS
PARKING STALLS		36 STALLS
PERCENTAGE OF		
	BUILDABLE AREA	77.1% (141,736 SQ. FT.)
	SENSITIVE LANDS	22.9% (42,098 SQ. FT.)
	COMMON AREA	42.6% (107,409 SQ. FT.)
RIGHT OF WAY		
	PUBLIC	24.4% (44,901 SQ. FT.)
	PRIVATE	9.2% (16,896 SQ. FT.)
NET DENSITY OF DEVELOPMENT		3.55 Units/Acre

BASIS OF BEARING: N 00°36'29" E ALONG THE QUARTER SECTION LINE

RIVER VIEW COMMERCIAL CONDOMINIUMS
FILE NO. 18252 OF OFFICIAL RECORDS



LINE TABLE		
LINE	LENGTH	DIRECTION
L2	27.50'	N90°00'00"W
L3	55.47'	S0°00'02"E
L4	12.00'	S61°44'51"W
L5	12.00'	S28°15'09"E
L6	13.70'	N61°44'51"E
L7	5.66'	S0°00'00"E
L8	17.00'	N89°59'57"W
L9	10.00'	S0°00'04"W
L10	17.50'	S89°59'56"E
L11	216.99'	S0°00'01"W
L12	16.67'	N72°07'28"W
L13	16.21'	S61°39'15"E
L14	26.77'	S16°01'18"E
L30	101.81'	N33°30'22"E

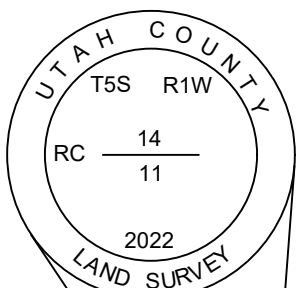
CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	227.79'	288.50'	221.92'	N22°37'13"E	45°14'21"
C2	237.63'	250.00'	228.78'	N27°31'33"E	54°27'35"
C4	2.16'	2.00'	2.05'	S30°52'27"W	61°44'47"
C5	2.06'	1.00'	1.72'	S59°07'35"E	118°15'09"
C6	4.71'	3.00'	4.24'	S45°00'02"W	90°00'03"
C7	4.71'	3.00'	4.24'	S44°59'57"E	89°59'59"
C8	43.21'	184.50'	43.11'	S6°42'28"W	13°25'04"
C9	4.95'	3.00'	4.40'	S60°38'46"W	94°27'32"
C10	54.92'	196.50'	54.74'	S23°06'39"W	16°00'45"
C11	4.99'	3.00'	4.43'	S14°00'35"E	95°17'20"
C12	130.47'	182.49'	127.71'	S53°53'03"W	40°57'53"
C13	90.87'	201.50'	90.10'	N61°03'32"E	25°50'21"
C14	65.21'	201.50'	64.93'	N9°36'04"E	18°32'35"

OWNER/DEVELOPER:
BEACON CREST HERITAGE LLC
DAVID MEREDITH
9 APPLE HILL CIR, SANDY, UT
949-466-1592

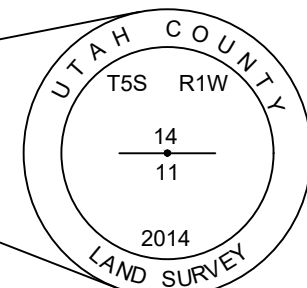
ENGINEER/SURVEYOR:



Office: (801) 377-1790 Fax: (801) 377-1789
578 East 770 North, Orem UT 84097



S 84°29'54" E - 35.80' FROM
REFERENCE CORNER TO SOUTH
QUARTER CORNER OF SAID
SECTION 14



FIRM INSURANCE ZONE
AND MAP NUMBER
ZONE: AE, ON MAP 48049C0146F
EFFECTIVE DATE: JUNE 19, 2020

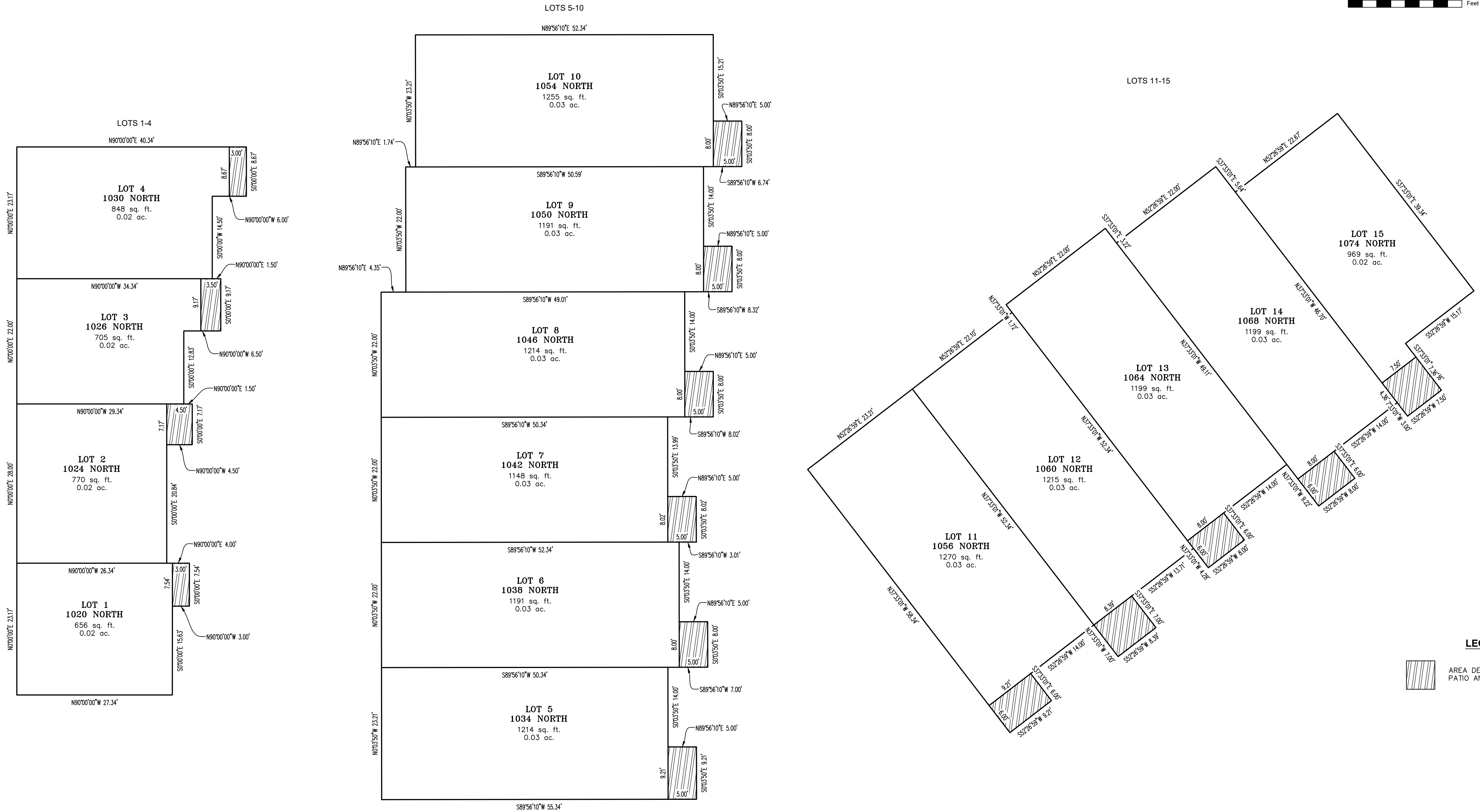
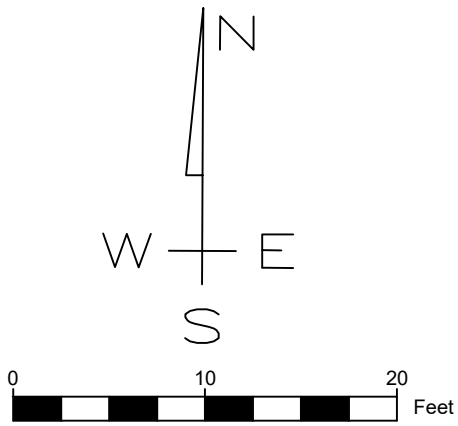
UTAH COUNTY RECORDER

PLAT "A"
RIVER VIEW TOWNHOMES

SITUATE IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN,
SARATOGA SPRINGS, UTAH COUNTY, UTAH
SCALE: 1" = 40'
SHEET 2 OF 3

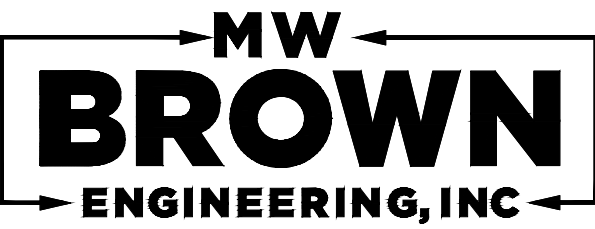
RIVER VIEW TOWNHOMES PLAT "A"

LOCATED IN THE SOUTHEAST QUARTER OF
SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN,
SARATOGA SPRINGS, UTAH COUNTY, UTAH



OWNER/DEVELOPER:
BEACON CREST HERITAGE LLC
DAVID MEREDITH
9 APPLE HILL CIR, SANDY, UT
949-466-1592

ENGINEER/SURVEYOR:

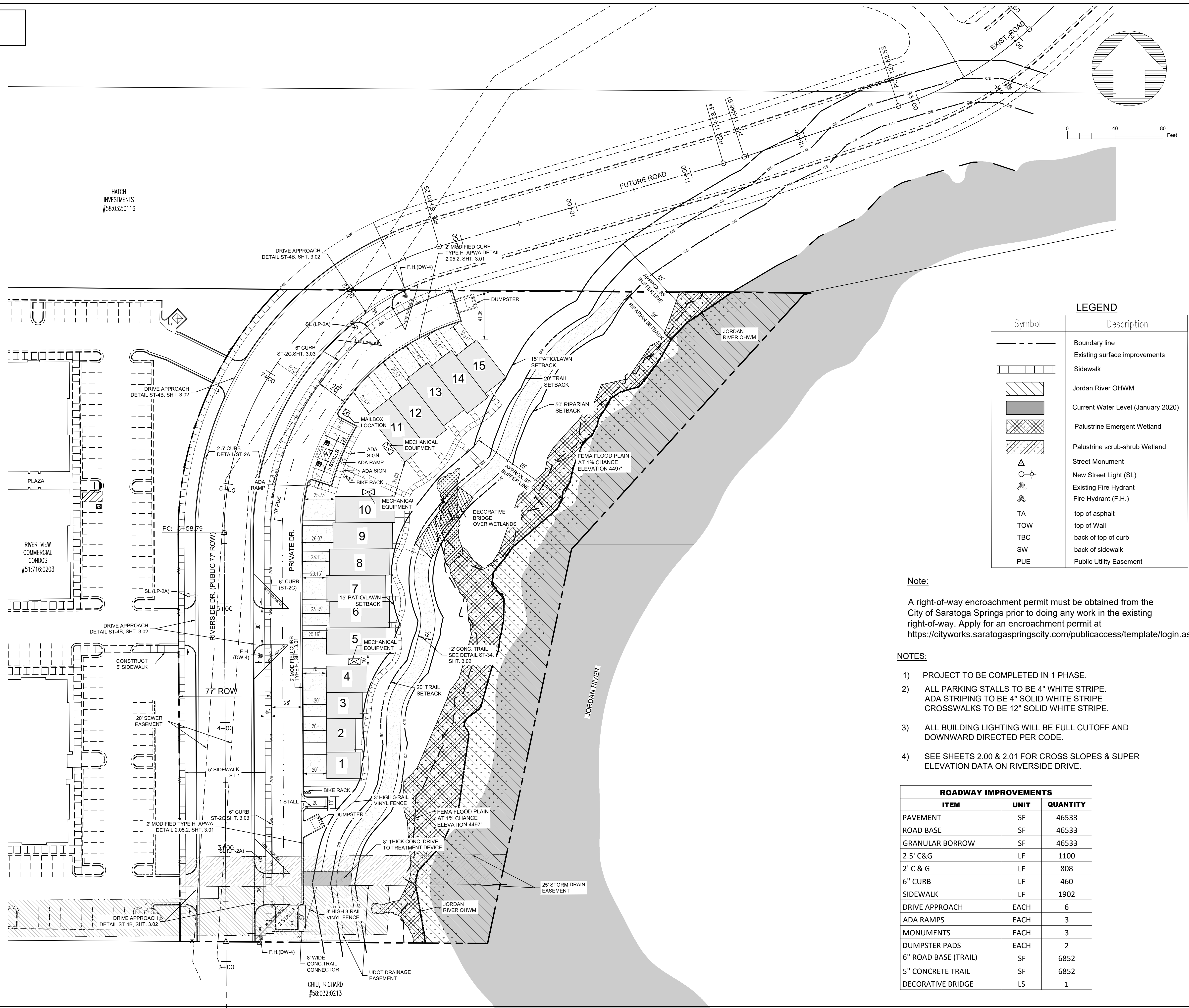


Office: (801) 377-1790 Fax: (801) 377-1789
578 East 770 North, Orem UT 84097

UTAH COUNTY RECORDER

PLAT "A"
RIVER VIEW TOWNHOMES
SITUATE IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN,
SARATOGA SPRINGS, UTAH COUNTY, UTAH
SCALE: 1" = 10'
SHEET 3 OF 3

EXHIBIT 5. Site Plan



Note:

A right-of-way encroachment permit must be obtained from the City of Saratoga Springs prior to doing any work in the existing right-of-way. Apply for an encroachment permit at <https://cityworks.saratogaspringscity.com/publicaccess/template/login.aspx>

NOTES:

- 1) PROJECT TO BE COMPLETED IN 1 PHASE.
- 2) ALL PARKING STALLS TO BE 4" WHITE STRIPE.
ADA STRIPING TO BE 4" SOLID WHITE STRIPE
CROSSWALKS TO BE 12" SOLID WHITE STRIPE.
- 3) ALL BUILDING LIGHTING WILL BE FULL CUTOFF AND
DOWNWARD DIRECTED PER CODE.
- 4) SEE SHEETS 2.00 & 2.01 FOR CROSS SLOPES & SUPER
ELEVATION DATA ON RIVERSIDE DRIVE.

ROADWAY IMPROVEMENTS		
ITEM	UNIT	QUANTITY
PAVEMENT	SF	46533
ROAD BASE	SF	46533
GRANULAR BORROW	SF	46533
2.5' C&G	LF	1100
2' C & G	LF	808
6" CURB	LF	460
SIDEWALK	LF	1902
DRIVE APPROACH	EACH	6
ADA RAMPS	EACH	3
MONUMENTS	EACH	3
DUMPSTER PADS	EACH	2
6" ROAD BASE (TRAIL)	SF	6852
5' CONCRETE TRAIL	SF	6852
DECORATIVE BRIDGE	LS	1

MW
BROWN
ENGINEERING, INC.

Office: (801) 377-1790 Fax: (801) 377-1789
578 East 770 North, Orem UT 84058

[illegible]

Designed _____
 Drawn _____
 Checked _____
 Date _____

Date _____

RIVER VIEW TOWNHOMES

SARATOGA SPRINGS, UTAH

SITE PLAN

Title:	Location:	Drawing Name:
PROJECT NO. 2024.003		
SHEET NO. 1.00		

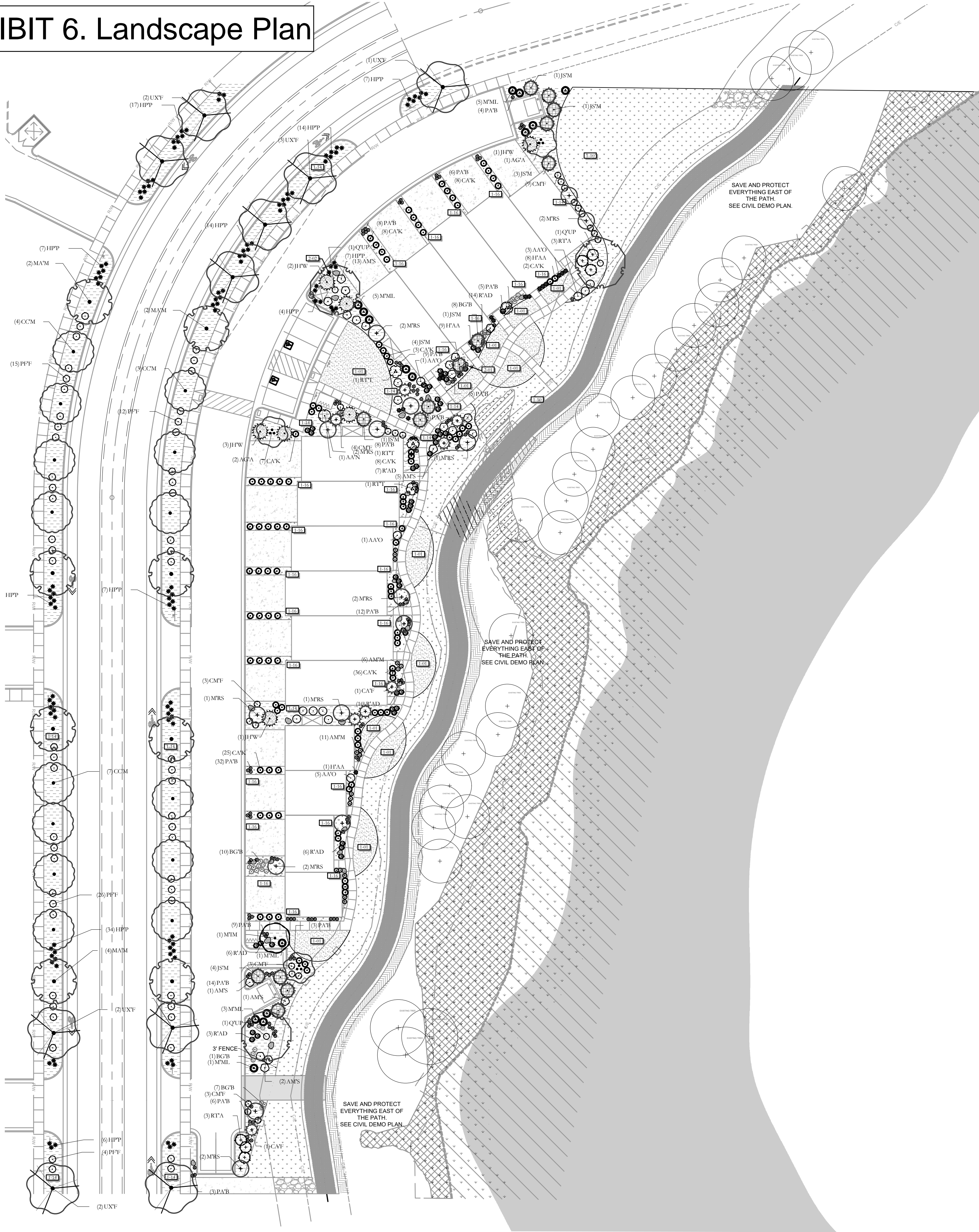
1-800-662-4111



Know what's below.
Call before you dig.

PRINT DATE: 10/4/2024

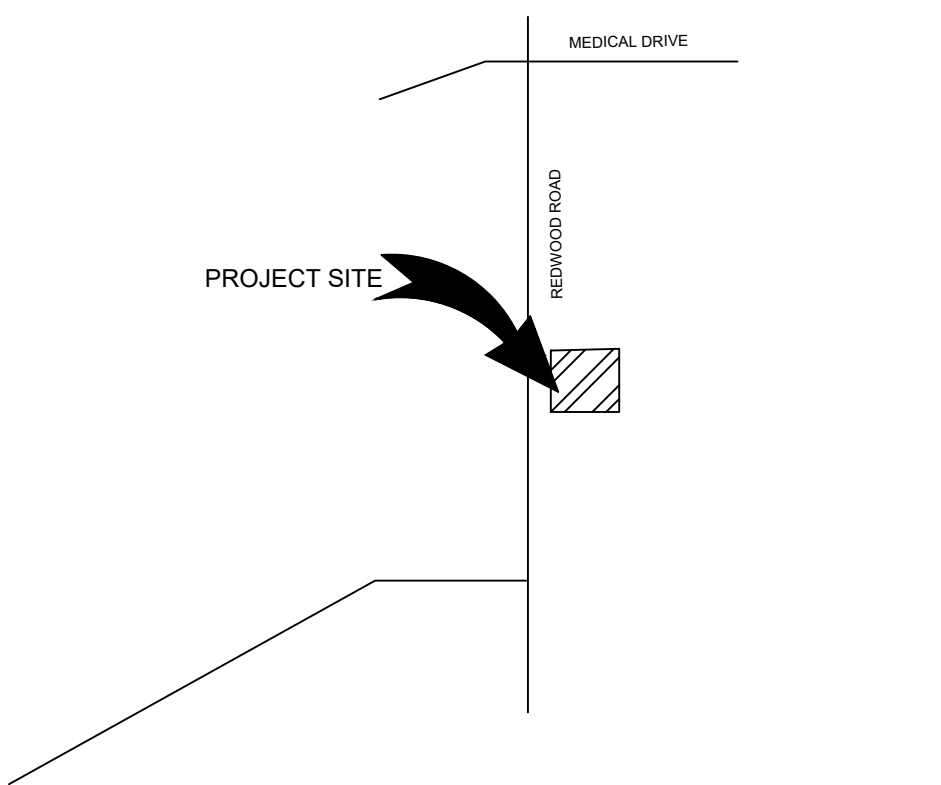
EXHIBIT 6. Landscape Plan



SITE MATERIALS LEGEND

SYMBOL	CODE	DESCRIPTION	QTY
1 LANDSCAPE			
	L-01	SODDED LAWN AREA LAWN AREAS SHALL BE SOD. NEW TURF AREAS TO BE SODDED WITH DROUGHT TOLERANT KENTUCKY BLUE GRASS OR APPROVED EQUAL. SEE SOD LANDSCAPE NOTES FOR FURTHER INFORMATION. SHEET LP-101.	3,482 sf
	L-10	NON-IRRIGATED REVEGETATION SEED MIX HYDROSEED WITH PLS (PURE LIVE SEED) AT 35LBS/ACRE 1.75 LBS SANDBERG BLUEGRASS 5% 3.50 LBS ANNUAL RYEGRASS 10% 3.50 LBS SHEEP FESCUE 10% 3.50 LBS STANDARD CRESTED WHEATGRASS 10% 3.50 LBS SLENDER WHEATGRASS 10% 3.50 LBS PERENNIAL RYEGRASS 10% 5.25 LBS CRESTED WHEATGRASS 15% 5.25 LBS SMOOTH BROME 15% 5.25 LBS INTERMEDIATE WHEATGRASS 15% SEE SUMMIT SEED. DARRELL@SUMMITSEEDING.COM 435-709-8003. REFER TO SEED LANDSCAPE NOTES FOR FURTHER INFORMATION. SHEET LP-101.	10,493 sf
	L-14	1.5" TAN CRUSHED ROCK SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.	14,908 sf
	L-16	1" MINUS BROWN CRUSHED ROCK. SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.	2,730 sf
	L-31	WETLAND REVEGETATION SEED MIX HYDROSEED WITH PLS (PURE LIVE SEED) AT 15LBS/ACRE 0.20 LBS/ACRE BAL TIC RUSH 0.20 LBS/ACRE TORREY'S RUSH OR MORE BAL TIC RUSH 1.00 LBS/ACRE STREAMBANK WHEATGRASS 1.55 LBS/ACRE INDIAN RICEGRASS 1.75 LBS/ACRE MEADOW SEDGE 1.75 LBS/ACRE TUFTED HAIRGRASS 2.00 LBS/ACRE ALKALIGRASS 2.00 LBS/ACRE WESTERN WHEATGRASS 2.00 LBS/ACRE CRESTED WHEATGRASS 2.55 LBS/ACRE INLAND SALTGRASS SEE SUMMIT SEED. DARRELL@SUMMITSEEDING.COM 435-709-8003. REFER TO SEED LANDSCAPE NOTES FOR FURTHER INFORMATION. SHEET LP-101.	3,134 sf
2 HARDSCAPE			
	2-01	BOULDERS- DECORATIVE-COLOR TAN 24". SUBMIT COLOR SAMPLES FOR ARCHITECT AND OWNER APPROVAL. SEE PLACEMENT INSTRUCTIONS ON DETAIL SHEET LP-501..	19
	2-02	BOULDER-DECORATIVE- COLOR TAN 36". SUBMIT COLOR SAMPLES FOR ARCHITECT AND OWNER APPROVAL. SEE PLACEMENT INSTRUCTIONS ON DETAIL SHEET LP-501	11
	2-05	6" CONCRETE MOW CURB SEE DETAIL SHEET FOR ADDITIONAL INFORMATION. SHEET LP-501.	792 lf
		FENCING	119 lf

VICINITY MAP



PLANT LEGEND

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
CONIFERS						
	CA'F	8	Cedrus atlantica glauca 'Fastigiata'	B & B		DROUGHT TOLERANT 6'
	J'SM	14	Columnar Blue Atlas Cedar	B & B		DROUGHT TOLERANT 6'
DECIDUOUS TREES						
	AG'A	3	Amelanchier x grandiflora 'Autumn Brilliance'	B & B		Multi-trunked DROUGHT TOLERANT
	CC'M	14	Cercis canadensis 'RNI-RCC3'	20 gal.	2"Cal	DROUGHT TOLERANT
	MAM	8	Maackia amurensis 'JFS-Schiettel' TM	B & B	2"Cal	DROUGHT TOLERANT
	MTM	1	Malus x 'Indian Magic'	20 gal.	2"Cal	DROUGHT TOLERANT
	MRS	15	Malus x 'Raspberry Spear'	B & B	2"Cal	DROUGHT TOLERANT
	Q'UP	3	Quercus macrocarpa 'Urban Pinnacle'	B & B	2"Cal	
	UX'F	10	Ulmus x 'Frontier'	B & B	2"Cal	DROUGHT TOLERANT
DECIDUOUS SHRUBS						
	AA'O	11	Amelanchier alnifolia 'Obelisk' TM	5 gal		DROUGHT TOLERANT
	AA'N	1	Amelanchier alnifolia 'Northline'	5 gal		DROUGHT TOLERANT
	AM'M	17	Aronia melanocarpa 'Low Scape Mound'	5 gal		DROUGHT TOLERANT
	AM'S	22	Aronia melanocarpa 'SMNAMPEN'	5 gal		DROUGHT TOLERANT
	CM'F	22	Chamaebataria millefolium	5 gal		DROUGHT TOLERANT
	PF'F	57	Potentilla fruticosa 'Fargo'	5 gal		DROUGHT TOLERANT
	RT'A	6	Rhus trilobata 'Autumn Amber'	5 gal		DROUGHT TOLERANT
	RT'T	4	Rhus typhina 'Tiger Eyes'	5 gal		DROUGHT TOLERANT
EVERGREEN SHRUBS						
	HPP	124	Hesperaloe parviflora 'Perpa' TM	5 gal		DROUGHT TOLERANT
	JH'W	7	Juniperus horizontalis 'Wiltonii'	5 gal		DROUGHT TOLERANT
GRASSES						
	BG'B	26	Bouteloua gracilis 'Blonde Ambition'	1 gal		DROUGHT TOLERANT
	CA'K	98	Calamagrostis x acutiflora 'Karl Foerster'	1 gal		DROUGHT TOLERANT
	MML	15	Miscanthus sinensis 'Morning Light'	2 gal		DROUGHT TOLERANT
PERENNIALS						
	H'AA	18	Hemerocallis x 'Always Afternoon'	1 gal		DROUGHT TOLERANT
	PAB	127	Perovskia atriplicifolia 'Bluesette'	1 gal		DROUGHT TOLERANT
ROSES						
	R'AD	46	Rosa x 'Meimirote'	5 gal		DROUGHT TOLERANT

ISSUE DATE

10/31/2024

PROJECT NUMBER

UT24039

PLAN INFORMATION

811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
1-800-662-4111
www.bluestakes.org

PROJECT INFORMATION

RIVERVIEW TOWNHOMES
1050 N. REDWOOD RD.
SARATOGA SPRINGS, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

DAVID MERIDITH
DAVID@MERIDITHCPA.COM

LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP
Landscape Architecture • Planning • Visualization

LICENSE STAMP

DAVID MERIDITH
Landscape Architect
10/31/2024

DRAWING INFO

PM: JTA
DRAWN: SAV
CHECKED: JMA
PLOT DATE: 10/31/2024

GRAPHIC SCALE: 1" = 30'

0' 15' 30' 60' 120'

LANDSCAPE OVERALL PLAN

CITY PERMIT SET

LP-100

LANDSCAPE PLAN SPECIFICATIONS

PART I - GENERAL		
1.	SUMMARY	
A. THIS SECTION INCLUDES LANDSCAPE PROCEDURES FOR THE PROJECT INCLUDING ALL LABOR, MATERIALS, AND INSTALLATION NECESSARY, BUT NOT LIMITED TO, THE FOLLOWING:		
1.	SITE CONDITIONS	
2.	GUARANTEES	
3.	MAINTENANCE	
4.	SOIL AMENDMENTS	
5.	FINE GRADING	
6.	LANDSCAPE EDGING	
7.	FURNISH AND INSTALLING PLANT	
8.	TURF PLANTING	
9.	WEED BARRIER	
12.	SITE CONDITIONS	
A. EXAMINATION: BEFORE SUBMITTING A BID, EACH CONTRACTOR SHALL CAREFULLY EXAMINE THE CONTRACT DOCUMENTS; SHALL VISIT THE SITE OF THE WORK; SHALL FULLY INFORM THEMSELVES AS TO ALL EXISTING CONDITIONS AND LIMITATIONS; AND SHALL INCLUDE IN THE BID THE COST OF ALL ITEMS REQUIRED BY THE CONTRACT DOCUMENTS ARE AT A VARIANCE WITH THE APPLICABLE LAWS, BUILDING CODES, RULES, REGULATIONS, OR CONTAIN OBVIOUS ERRONEOUS OR UNCOORDINATED INFORMATION, THE CONTRACTOR SHALL PROMPTLY NOTIFY THE PROJECT REPRESENTATIVE AND THE NECESSARY CHANGES SHALL BE ACCOMPLISHED BY ADDENDUM.		
B. PROTECTION: CONTRACTOR TO CONDUCT THE WORK IN SUCH A MANNER TO PROTECT ALL EXISTING UNDERGROUND UTILITIES OR STRUCTURES. CONTRACTOR TO REPAIR OR REPLACE ANY DAMAGED UTILITY OR STRUCTURE USING IDENTICAL MATERIALS TO MATCH EXISTING AT NO EXPENSE TO THE OWNER.		
C. IRRIGATION SYSTEM: DO NOT BEGIN PLANTING UNTIL THE IRRIGATION SYSTEM IS COMPLETELY INSTALLED, IS ADJUSTED FOR FULL COVERAGE AND IS COMPLETELY OPERATIONAL.		
13.	PERMITS	
A. BLUE STAKE/ DIG LINE: WHEN DIGGING IS REQUIRED, "BLUE STAKE" OR "DIG LINE" THE WORK SITE AND IDENTIFY THE APPROXIMATE LOCATION OF ALL KNOWN UNDERGROUND UTILITIES OR STRUCTURES.		
14.	PLANT DELIVERY, QUALITY, AND AVAILABILITY	
A. UNAUTHORIZED SUBSTITUTIONS WILL NOT BE ACCEPTED. IF PROOF IS SUBMITTED THAT SPECIFIC PLANTS OR PLANT SIZES ARE UNOBTAINABLE, WRITTEN SUBSTITUTION REQUESTS WILL BE CONSIDERED FOR THE NEAREST EQUIVALENT PLANT OR SIZE. ALL SUBSTITUTION REQUESTS MUST BE MADE IN WRITING AND PREFERABLY BEFORE THE BID DUE DATE.		
15.	FINAL INSPECTION	
A. ALL PLANTS WILL BE INSPECTED AT THE TIME OF FINAL INSPECTION PRIOR TO RECEIVING A LANDSCAPE SUBSTANTIAL COMPLETION FOR CONFORMANCE TO SPECIFIED PLANTING PROCEDURES, AND FOR GENERAL APPEARANCE AND VITALITY. ANY PLANT NOT APPROVED BY THE PROJECT REPRESENTATIVE WILL BE REJECTED AND REPLACED IMMEDIATELY.		
16.	LANDSCAPE SUBSTANTIAL COMPLETION	
A. A SUBSTANTIAL COMPLETION CERTIFICATE WILL ONLY BE ISSUED BY THE PROJECT REPRESENTATIVE FOR "LANDSCAPE AND IRRIGATION" IN THEIR ENTIRETY. SUBSTANTIAL COMPLETION WILL NOT BE PROPORTIONED TO BE DESIGNATED AREAS OF A PROJECT.		
17.	MAINTENANCE	
A. PLANT MATERIAL: THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN ALL PLANTED MATERIALS IN A HEALTHY AND GROWING CONDITION FOR 30 DAYS AFTER RECEIVING A LANDSCAPE SUBSTANTIAL COMPLETION AT WHICH TIME THE GUARANTEE PERIOD COMMENCES. THIS MAINTENANCE IS TO INCLUDE MOWING, WEEDING, CULTIVATING, FERTILIZING, MONITORING WATER SCHEDULES, CONTROLLING INSECTS AND DISEASES, RE-GUYSING AND STAKING, AND ALL 33 OTHER OPERATIONS OF CARE NECESSARY FOR THE PROMOTION OF ROOT GROWTH AND PLANT LIFE SO THAT ALL PLANTS ARE IN A CONDITION SATISFACTORY AT THE END OF THE GUARANTEE PERIOD. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR FAILURE TO MONITOR WATERING OPERATIONS AND SHALL REPLACE ANY AND ALL PLANT MATERIAL THAT IS LOST DUE TO IMPROPER APPLICATION OF WATER.		
18.	GUARANTEE	
A. GUARANTEE: A GUARANTEE PERIOD OF ONE YEAR SHALL BEGIN FROM END OF MAINTENANCE PERIOD AND FINAL ACCEPTANCE FOR TREES, SHRUBS, AND GROUND COVERS. ALL PLANTS SHALL GROW AND BE HEALTHY FOR THE GUARANTEE PERIOD AND TREES SHALL LIVE AND GROW IN ACCEPTABLE UPRIGHT POSITION. ANY PLANT NOT ALIVE IN POOR HEALTH, OR IN POOR CONDITION AT THE END OF THE GUARANTEE PERIOD WILL BE REPLACED IMMEDIATELY. ANY PLANT WILL ONLY NEED TO BE REPLACED ONCE DURING THE GUARANTEE PERIOD. CONTRACTOR TO PROVIDE DOCUMENTATION SHOWING WHERE EACH PLANT TO BE REPLACED IS LOCATED. ANY OUTSIDE FACTORS, SUCH AS VANDALISM OR LACK OF MAINTENANCE ON THE PART OF THE OWNER, SHALL NOT BE PART OF THE GUARANTEE.		
PART II - PRODUCTS		

GENERAL LANDSCAPE NOTES

GRADING AND DRAINAGE REQUIREMENTS		
• AS PER CODE, ALL GRADING IS TO SLOPE AWAY FROM ANY STRUCTURE. SURFACE OF THE GROUND WITHIN 10' FEET OF THE FOUNDATION SHOULD DRAIN AWAY FROM THE STRUCTURE WITH A MINIMUM FALL OF 6"		
• AS PER CODE, FINISHED GRADE WILL NOT DRAIN ON NEIGHBORING PROPERTIES		
• A MINIMUM OF 6" OF FOUNDATION WILL BE LEFT EXPOSED AT ALL CONDITIONS		
• LANDSCAPE CONTRACTOR TO MAINTAIN OR IMPROVE FINAL GRADE AND PROPER DRAINAGE ESTABLISHED BY EXCAVATOR, INCLUDING BUT NOT LIMITED TO ANY MAINTENANCE, PERSERVATION, OR EXAGGERATION OF SLOPES, BERMS, AND SWALES		
• LANDSCAPE CONTRACTOR IS RESPONSIBLE TO CORRECT ANY DAMAGED OR IMPROPER WATERFLOW OF ALL SWALES, BERMS, OR GRADE		
• DEVICES FOR CHANNELING ROOF RUN-OFF SHOULD BE INSTALLED FOR COLLECTION AND DISCHARGE OF RAINWATER AT A MINIMUM OF 10' FROM THE FOUNDATION, OR BEYOND THE LIMITS OF FOUNDATION WALL BACKFILL, WHICHEVER DISTANCE IS GREATER		
GENERAL LANDSCAPE NOTES		
• LANDSCAPE CONTRACTOR SHALL HAVE ALL UTILITIES BLUE STAKED PRIOR TO DIGGING. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT CONTRACTORS EXPENSE WITH NO ADDITIONAL COST TO THE OWNER		
• DURING THE BIDDING AND INSTALLATION PROCESS, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF ALL MATERIALS. IF DISCREPANCIES EXIST, THE PLAN SHALL DICTATE QUANTITIES TO BE USED		
• ALL PLANT MATERIAL SHALL BE PLANTED ACCORDING TO ANSI STANDARDS WITH CONSIDERATION TO INDIVIDUAL SOIL AND SITE CONDITIONS, AND NURSERY CARE AND INSTALLATION INSTRUCTIONS		
• SELECTED PLANTS WILL BE ACCORDING TO THE PLANT LEGEND. IF SUBSTITUTIONS ARE NECESSARY, PROPOSED LANDSCAPE CHANGES MUST BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO LAYING SOD		
• SHOULD THE SITE REQUIRE ADDITIONAL TOPSOIL, REFER TO SOIL TEST WHEN MATCHING EXISTING SOIL. IF A MATCHING SOIL IS NOT LOCATABLE, A 6" DEPTH OF SANDY LOAM TOPSOIL (MIXED PRIOR TO SPREADING WITH 1% ORGANIC MATTER) CAN BE INCORPORATED INTO THE EXISTING SOIL USING THE FOLLOWING DIRECTIONS: SCARIFY TOP 6" OF EXISTING SUBSOIL AND INCORPORATE 3" OF NEW COMPOST ENRICHED TOPSOIL. SPREAD REMAINING TOPSOIL TO REACH FINISHED GRADE		
• EDGING, AS INDICATED ON PLANS, IS TO BE INSTALLED BETWEEN ALL LAWN AND PLANTER AREAS. ANY TREES LOCATED IN LAWN MUST HAVE A 4-6" TREE RING OF THE SAME EDGING		
LAWN/GRASS AREA		
• SOD		
○ ALL LAWN AREAS TO RECEIVE MIN. 6" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED HYDROSEEDING. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD. ALL LAWN AREAS SHALL BE IRRIGATED WITH 100% COVERAGE BY POP-UP SPRAY HEADS AND GEAR-DRIVEN ROTORS. ALL DECIDUOUS AND CONIFER TREES PLANTED WITHIN SOD AREAS SHALL HAVE A FOUR FOOT(4') DIAMETER TREE RING COVERED WITH CHOCOLATE BROWN BARK MULCH, NO SHREDDED FINES. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION.		
• SEED		
○ SOIL: TEST SOIL FOR ADEQUATE FERTILITY. ANY WEEDS CURRENTLY ON THE SITE SHALL BE REMOVED BY EITHER MECHANICAL MEANS SUCH AS HAND PULLING OR SPRAYING WITH AN HERBICIDE SUCH AS GLYPHOSATE MIXED WITH A SURFACTANT. HERBICIDES SHOULD BE APPLIED BY A CERTIFIED PESTICIDE APPLICATOR. COMPACTED SOIL SHALL BE SCARIFIED TO A DEPTH OF 18		

21. LANDSCAPE MATERIALS		
A. TREE STAKING: ALL TREES SHALL BE STAKED FOR ONE YEAR WARRANTY PERIOD. ALL TREES NOT PLUMB SHALL BE REPLACED. STAKED TREES SHALL USE VINYL TREE TIES AND TREE STAKES TWO (2) INCH BY TWO (2) BY EIGHT (8) FOOT COMMON PINE STAKES USED AS SHOWN ON THE DETAILS.		
B. TREE WRAP: TREE WRAP IS NOT TO BE USED.		
C. MULCH/ROCK: SEE PLANS. ALL PLANTER BEDS TO RECEIVE A MINIMUM 3" LAYER FOR TREES, SHRUBS, AND PERENNIALS AND 1" FOR GROUND COVERS.		
D. WEED BARRIER: DEWITT 5 OZ. WEED BARRIER FABRIC, MANUFACTURED BY DEWITT COMPANY, DEWITTCOMPANY.COM OR APPROVED EQUAL.		
E. TREES, SHRUB, AND GRASS BACKFILL MIXTURE: BACKFILL MIXTURE TO BE 75% NATIVE SOIL AND 25% TOPSOIL, THOROUGHLY MIXED TOGETHER PRIOR TO PLACEMENT.		
F. TOPSOIL: REQUIRED FOR TURF AREAS, PLANTER BEDS AND BACKFILL MIXTURE. ACCEPTABLE TOPSOIL SHALL MEET THE FOLLOWING STANDARDS:		
a. PH: 5.5-7.5		
b. EC (ELECTRICAL CONDUCTIVITY): < 2.0 MMHOS PER CENTIMETER		
c. SAR (SODIUM ABSORPTION RATION): < 30		
d. % OM (PERCENT ORGANIC MATTER): >1%		
e. TEXTURE (PARTICLE SIZE: PER USDA SOIL CLASSIFICATION): SAND <70%, CLAY < 30% SILT < 70%, STONE FRAGMENTS (GRAVEL OR ANY SOIL PARTICLE GREATER THAN TWO (2) MM IN SIZE) < 5% BY VOLUME.		
G. TURF SOD: ALL SOD SHALL BE 18 MONTH OLD AS SPECIFIED ON PLANS (OR APPROVED EQUAL) THAT HAS BEEN CUT FRESH THE MORNING OF INSTALLATION. ONLY SOD THAT HAS BEEN GROWN ON A COMMERCIAL SOD FARM SHALL BE USED. ONLY USE SOD FROM A SINGLE SOURCE.		
H. LANDSCAPE CURB EDGING: SIX (6) INCHES BY FOUR (4) INCHES EXTRUDED CONCRETE CURB MADE UP OF THE FOLLOWING MATERIALS:		
a. WASHED MORTAR SAND FREE OF ORGANIC MATERIAL.		
b. PORTLAND CEMENT (SEE CONCRETE SPEC. BELOW FOR TYPE)		
c. REINFORCED FIBER - SPECIFICALLY PRODUCED FOR COMPATIBILITY WITH AGGRESSIVE ALKALINE ENVIRONMENT OF PORTLAND CEMENT-BASED COMPOSITES.		
d. ONLY POTABLE WATER FOR MIXING.		
L. LANDSCAPE METAL EDGING: 5.5" STEEL EDGING WITH 15" DOWELS INTO THE GROUND FOR STABILIZATION.		
PART III - EXECUTION		
31.	GRADING	
A. TOPSOIL PREPARATION: GRADE PLANTING AREAS ACCORDING TO THE GRADING PLAN. ELIMINATE UNEVEN AREAS AND LOW SPOTS. PROVIDE FOR PROPER GRADING AND DRAINAGE.		
B. TOPSOIL PLACEMENT: SLOPE SURFACED AWAY FROM BUILDING AT TWO (2) PERCENT SLOPE WITH NO POCKETS OF STANDING WATER. ESTABLISH FINISH GRADES OF ONE (1) INCHES FOR PLANTERS BELOW GRADE OF ADJACENT PAVED SURFACED. PROVIDE NEAT, SMOOTH, AND UNIFORM FINISH GRADES. REMOVE SURPLUS SUB-SOIL AND TOPSOIL FROM THE SITE.		
C. COMPACTION: COMPACTION UNDER HARD SURFACE AREAS (ASPHALT PATHS AND CONCRETE SURFACES) SHALL BE NINETY-FIVE (95) PERCENT. COMPACTION UNDER PLANTING AREAS SHALL BE BETWEEN EIGHTY-FIVE (85) AND NINETY (90) PERCENT.		
32.	TURF GRADING	
A. THE SURFACE ON WHICH THE SOD IS TO BE LAID SHALL BE FIRM AND FREE FROM FOOTPRINTS, DEPRESSIONS, OR UNDULATIONS OF ANY KIND. THE SURFACE SHALL BE FREE OF ALL MATERIALS LARGER THAN 1/2" IN DIAMETER.		
B. THE FINISH GRADE OF THE TOPSOIL ADJACENT TO ALL SIDEWALKS, MOW-STRIPS, ETC. PRIOR TO THE LAYING OF SOD, SHALL BE SET SUCH THAT THE CROWN OF THE GRASS SHALL BE AT THE SAME LEVEL AS THE ADJACENT CONCRETE OR HARD SURFACE. NO EXCEPTIONS.		
PLANTING OPERATIONS		
A. REVIEW THE EXACT LOCATIONS OF ALL TREES AND SHRUBS WITH THE PROJECT REPRESENTATIVE FOR APPROVAL PRIOR TO THE DIGGING OF ANY HOLES. PREPARE ALL HOLES ACCORDING TO THE DETAILS ON THE DRAWINGS.		
B. WATER PLANTS IMMEDIATELY UPON ARRIVAL AT THE SITE. MAINTAIN IN MOIST CONDITION UNTIL PLANTED.		
C. BEFORE PLANTING, LOCATE ALL UNDERGROUND UTILITIES PRIOR TO DIGGING. DO NOT PLACE PLANTS ON OR NEAR UTILITY LINES.		
D. THE TREE PLANTING HOLE SHOULD BE THE SAME DEPTH AS THE ROOT BALL, AND TWO TIMES THE DIAMETER OF THE ROOT BALL.		
E. TREES MUST BE PLACED ON UNDISTURBED SOIL AT THE BOTTOM OF THE PLANTING HOLE.		
F. THE TREE HOLE DEPTH SHALL BE DETERMINED SO THAT THE TREE MAY BE SET SLIGHTLY HIGH OF FINISH GRADE, 1" TO 2" ABOVE THE BASE OF THE TRUNK FLARE, USING THE TOP OF THE ROOT BALL AS A GUIDE.		
G. PLANT IMMEDIATELY AFTER REMOVAL OF CONTAINER FOR CONTAINER PLANTS.		
H. SET TREE ON SOIL AND REMOVE ALL BURLAP, WIRE BASKETS, TWINE, WRAPPINGS, ETC. BEFORE		

INCHES BEFORE ADDING 6" OF WEED FREE TOPSOIL WITH HIGH ORGANIC MATTER. FINE LEVEL ALL AREAS PRIOR TO HYDROSEEDING AND SET THE GRADE FOR POSITIVE DRAINAGE. TOPSOIL SHOULD BE SOFT AT TIME OF APPLICATION. FERTILIZER IS TO BE ADDED WHEN HYDROSEEDING. REFER TO SOIL TEST RESULTS AND HYDROSEEDING CONTRACTOR FOR APPLICATION RATES.		
• SEED: USE SEED MIXES AS SPECIFIED BY LANDSCAPE ARCHITECT OF PURE LIVE SEED (PLS) ON A BASIS/ACRE. THE OPTIMAL TIME TO PLANT IS IN THE MIDDLE OF THE WINTER. DO NOT SOW OVER HEAVY SNOWPACK. SEED WILL LAY DORMANT AND BE READY TO GERMINATE ONCE THE GROUND THAWs AND WARMS IN LATE WINTER. IF SEEDING IN LATE FALL IS NOT POSSIBLE, SEED BEFORE APRIL 1. CONTACT SUMMIT SEED, DARRELL@SUMMITSEEDING.COM 435-709-8003.		
• APPLICATION: HYDROSEEDING SHALL CONSIST OF SEED, TACKIFIER, WOOD FIBER MULCH AND FERTILIZER IN A WATER BASED SLURRY. TANK MOUNTED TRUCK SHALL HAVE CONTINUOUS AGITATION. THE PUMP OR THE TRUCK WILL FORCE THE SLURRY THROUGH A TOP-MOUNTED DISCHARGE NOZZLE (TOWER). USE 2000 POUNDS WOOD FIBER MULCH AND 50-100 POUNDS OF TACKIFIER PER ACRE.		
• IRRIGATION: ALL AREAS MUST BE KEPT MOIST WITHOUT PUDDLES OR RUNOFF USING FREQUENT DAYTIME WATER CYCLES. ADJUST AND MONITOR SPRINKLERS AND CLOCK TO ACHIEVE PROPER IRRIGATION.		
• IF PERMANENT IRRIGATION IS NOT PLANNED, TEMPORARY IRRIGATION IS REQUIRED AT THE FOLLOWING SCHEDULE: FOR 8 WEEKS SOIL SHALL REMAIN DAMP DURING ESTABLISHMENT PERIOD WITHOUT PUDDLING ON SOIL SURFACE. APPLY WATER APPROXIMATELY THREE TIMES A DAY FOR 5-7 MINUTES FOR EACH IRRIGATION EVENT DEPENDING ON TEMPERATURE AND TIME OF YEAR. A SPARSE DENSITY IS EXPECTED. CONTINUE TEMPORARY IRRIGATION FOR ONE YEAR. EVENTUALLY REDUCING WATER APPLICATION TO ONCE A WEEK, THEN ONCE EVERY TWO WEEKS TO FINALLY ONCE A MONTH. MONITOR PROGRESS OF ESTABLISHMENT AND ADJUST SPRINKLERS ACCORDINGLY. THE GOAL IS TO CREATE A HEALTHY STAND OF GRASSES WITH LITTLE TO NO IRRIGATION.		
• WEED CONTROL AND MAINTENANCE: MANDATORY WEED CONTROL IS REQUIRED TO REDUCE COMPETITION AND WEED SEED PRODUCTION. WEEDS MUST BE KEPT UNDER CONTROL BY MECHANICALLY PULLING OR CHEMICALLY SPRAYING AS DIRECTED BY THE APPLICATOR. APPLY A BROADLEAF HERBICIDE MANUALLY AND ESTABLISH A CONSISTENT REGIMEN OF MOWING AND FERTILIZING TO PREVENT WEEDS FROM PRODUCING SEED. MOW ONCE IN THE SPRING AND ONCE IN THE FALL BEFORE FERTILIZATION. FERTILIZER OPTIONS SUSTAIN 4-6 DEPENDING ON SOIL FERTILITY. DO NOT MOW SHORTER THAN 1 INCHES. BAG ALL CUTTINGS TO REMOVE WEED SEED FROM PROPERTY. KEEP WEEDS CUT DOWN AND DO NOT LET THEM GO TO SEED. WEED SEED PRODUCTION IS THE GREATEST THREAT TO MOW. FOR WEEDS TO MOW, WEEDS SHOULD BE AS WELL AS EARLY FALL DEPENDING ON TEMPERATURE AND MOISTURE. THIS PROCEDURE WILL BE REQUIRED UNTIL A HEALTHY STAND OF GRASSES IS EVIDENT AND COMPETING WELL WITH WEEDS. EXPECT FROM 1 TO 3 YEARS.		
• PROGNOSIS BIOTIC SOIL MEDIA: WHERE CONDITIONS MAY PROHIBIT ADDING TOPSOIL, PROGNOSIS BIOTIC SOIL MEDIA SHOULD BE APPLIED BY HYDROSEDER AT 3500 LBS/ACRE WITH SEED AND FERTILIZER PRIOR TO THE APPLICATION OF WOOD MULCH(2000 LBS/ACRE) COMBINED WITH TACKIFIER (50-100 LBS/ACRE)		
• ADDING FORBS: SHRUBS AND PERENNIALS, BY SEED OR CONTAINER, CAN BE ADDED ONCE WEEDS ARE UNDER CONTROL AND HERBICIDE IS NO LONGER NEEDED. USUALLY 1-2 YEARS AFTER HYDROSEEDING.		

BEGINNING AND BACKFILLING OPERATIONS. DO NOT USE PLANTING STOCK IF THE BALL IS CRACKED OR BROKEN BEFORE OR DURING PLANTING OPERATION.		
J. APPLY VITAMIN B-1 ROOT STIMULATOR AT THE RATE OF ONE (1) TABLESPOON PER GALLON.		
L. UPON COMPLETION OF BACKFILLING OPERATION, THOROUGHLY WATER TREE TO COMPLETELY SETTLE THE SOIL AND FILL ANY VOIDS THAT MAY HAVE OCCURRED. USE A WATERING HOSE, NOT THE AREA IRRIGATION SYSTEM. IF ADDITIONAL PREPARED TOPSOIL MIXTURE NEEDS TO BE ADDED, IT SHOULD BE A COARSER MIX AS REQUIRED TO ESTABLISH FINISH GRADE AS INDICATED ON THE DRAWINGS.		
K. THE AMOUNT OF PRUNING SHALL BE LIMITED TO THE MINIMUM NECESSARY TO REMOVE DEAD OR INJURED TWIGS AND BRANCHES. ALL CUTS, SCARS, AND BRUISES SHOULD BE PROPERLY TREATED ACCORDING TO THE DIRECTION OF THE PROJECT REPRESENTATIVE. PROPER PRUNING TECHNIQUES SHALL BE USED. DO NOT LEAVE STUBS AND DO NOT CUT THE LEADER BRANCH. IMPROPER PRUNING SHALL BE CAUSE FOR REJECTION OF THE PLANT MATERIAL.		
L. PREPARE A WATERING CIRCLE OF 2' DIAMETER AROUND THE TRUNK. FOR CONIFERS, EXTEND THE WATERING WELL TO THE DRIP LINE OF THE TREE CANOPY. PLACE MULCH AROUND THE PLANTED TREES.		
4. TURF - SOD LAYING		
A. TOP SOIL AMENDMENTS: PRIOR TO LAYING SOD, COMMERCIAL FERTILIZER SHALL BE APPLIED AND INCORPORATED INTO THE UPPER FOUR (4) INCHES OF THE TOPSOIL AT A RATE OF FOUR POUNDS OF NITROGEN PER ONE THOUSAND (1,000) SQUARE FEET. ADJUST FERTILIZATION MIXTURE AND RATE OF APPLICATION, AS NEEDED TO MEET RECOMMENDATIONS GIVEN BY TOPSOIL ANALYSIS. INCLUDE OTHER AMENDMENTS AS REQUIRED.		
B. FERTILIZATION: THREE WEEKS AFTER SOD PLACEMENT FERTILIZE THE TURF AT A RATE OF ½ POUND OF NITROGEN PER 1000 SQUARE FEET. USE FERTILIZER SPECIED ABOVE. ADJUST FERTILIZATION MIXTURE AND RATES TO MEET RECOMMENDATIONS GIVEN BY TOPSOIL ANALYSIS.		
C. SOD AVAILABILITY AND CONDITION: SOD IS TO BE DELIVERED TO THE SITE IN GOOD CONDITION. IT IS TO BE INSPECTED UPON ARRIVAL AND INSTALLED WITHIN 24 HOURS. SOD IS TO BE MOIST AND COOL TO TOUCH. DECOMPOSITION HAS NOT BEGUN AND IS TO BE FREE OF PESTS, DISEASES, OR BLEMISHES. THE CONTRACTOR SHALL SATISFY HIMSELF AS TO THE EXISTING CONDITIONS PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR FURNISHING AND LAYING ALL SOD REQUIRED ON THE PLANS. HE SHALL FURNISH NEW SOD AS SPECIFIED ABOVE AND LAY IT SO AS TO COMPLETELY SATISFY THE INTENT AND MEANING OF THE PLANS AND SPECIFICATION AT NO EXTRA COST TO THE OWNER. IN THE CASE OF ANY DISCREPANCY IN THE AMOUNT OF SOD TO BE REMOVED OR AMOUNT TO BE USED, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPORT SUCH TO THE PROJECT REPRESENTATIVE PRIOR TO COMMENCING THE WORK.		
D. SOD LAYING: THE SURFACE UPON WHICH THE NEW SOD TO BE LAID WILL BE PREPARED AS SPECIFIED IN THE DETAIL AND BE LIGHTLY WATERED BEFORE LAYING. AREAS WHERE SOD IS TO BE LAID SHALL BE CUT TRIMMED, OR SHAPED TO RECEIVE FULL WIDTH SOD (MINIMUM TWELVE (12) INCHES). NO PARTIAL STRIP OR PIECES WILL BE ACCEPTED.		
E. SOD SHALL BE TAMPED LIGHTLY AS EACH PIECE IS SET TO ENSURE THAT GOOD CONTACT IS MADE BETWEEN EDGES AND ALSO THE GROUND. IF VOIDS OR HOLES ARE DISCOVERED, THE SOD PIECE(S) IS (ARE) TO BE RAISED AND TOPSOIL IS TO BE USED TO FILL IN THE AREAS UNTIL LEVEL. SOD LAYING AND SLOPE AREAS SHALL BE ANCHORED WITH WOODEN DOWELS OR OTHER MATERIALS WHICH ARE ACCEPTED BY THE GRASS SOD INDUSTRY.		
F. SOD SHALL BE ROLLED WITH A ROLLER THAT IS AT LEAST 50% FULL IMMEDIATELY AFTER INSTALLATION TO ENSURE THE FULL CONTACT WITH SOIL IS MADE.		
G. APPLY WATER DIRECTLY AFTER LAYING SOD. RAINFALL IS NOT ACCEPTABLE.		
H. WATERING OF THE SOD SHALL BE THE COMPLETE RESPONSIBILITY OF THE CONTRACTOR BY WHATEVER MEANS NECESSARY TO ESTABLISH THE SOD IN AN ACCEPTABLE MANNER TO THE END OF THE MAINTENANCE PERIOD. IF AN IRRIGATION SYSTEM IS IN PLACE ON THE SITE, BUT FOR WHATEVER REASON, WATER IS NOT AVAILABLE IN THE SYSTEM, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO WATER THE SOD BY WHATEVER MEANS, UNTIL THE SOD IS ACCEPTED BY THE PROJECT REPRESENTATIVE.		
I. PROTECTION OF THE NEWLY LAID SOD SHALL BE THE COMPLETE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL PROVIDE ACCEPTABLE VISUAL BARRIERS, TO INCLUDE BARRICADES SET APPROPRIATE DISTANCES WITH STRINGS OR TAPES BETWEEN BARRIERS, AS AN INDICATION OF NEW WORK. THE CONTRACTOR IS TO RESTORE ANY DAMAGED AREAS CAUSED BY OTHERS (INCLUDING VEHICULAR TRAFFIC, EROSION, ETC, UNTIL SUCH TIME AS THE LAWN IS ACCEPTED BY THE OWNER.		
J. ALL SOD THAT HAS NOT BEEN LAID WITHIN 24 HOURS SHALL BE DEEMED UNACCEPTABLE AND WILL BE REMOVED FROM THE SITE.		
35.	WEED ABATEMENT	
A. USE TREFLAN 10 WITHOUT WEED BARRIER AS A PRE-EMERGENT. APPLY ACCORDING TO LABEL DIRECTIONS BY CERTIFIED PESTICIDE APPLICATOR AFTER PLANTING AND AFTER APPLYING MULCH.		
END OF SECTION		

• MULCH		
• ORGANIC		
○ PLANTING AREAS TO BE FREE OF WEEDS AND RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF ORGANIC MULCH TOP DRESSING. KEEP MULCH AWAY FROM TOP OF ROOT BALL OF ALL PLANT MATERIAL.		
○ AT OWNER'S APPROVAL, USE TREFLAN 10 AS A PRE-EMERGENT. APPLY ACCORDING TO LABEL DIRECTIONS BY CERTIFIED PESTICIDE APPLICATOR AFTER PLANTING AND AFTER APPLYING MULCH.		
○ IF USING TREFLAN 10 WITHOUT WEED BARRIER, THIS AREA WILL ALSO NEED AN YEARLY MANAGEMENT PROGRAM. SUBMIT PROGRAM TO OWNER.		
○ ANNUAL PLANTING AREAS AS SHOWN ON PLAN TO RECEIVE 4" OF SOIL AND MATERIAL (ORGANIC MULCH). NO MULCH SHALL BE PLACED WITHIN 12" OF TREE TRUNK AND 6" WITHIN BASE OF SHRUBS AND PERENNIALS. DO NOT COVER LOW BRANCHES OF SHRUBS WITH ROCK.		
• INORGANIC		
○ ROCK MULCH PLANTING AREAS TO BE FREE OF WEEDS AND RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. WHERE PLANTING IS SPARSE (GREATER THAN 4' DISTANCE BETWEEN PLANTS OR 20' BETWEEN GROUPINGS), ADDITIONAL TOPSOIL IS NOT NECESSARY EXCEPT FOR BACKFILLING PLANTING HOLE. PREPARE THE WIDTH OF THE CONTAINER, WATER IN PLANT BACKFILL WITH A 4:1 RATIO OF SOIL TO COMPOST. TAMP LIGHTLY AND WATER AGAIN. KEEP ROCK 12" AWAY FROM TRUNK OF TREES AND 6" AWAY FROM BASE OF SHRUBS AND PERENNIALS. DO NOT COVER LOW BRANCHES OF SHRUBS WITH ROCK.		
○ IF REQUIRED BY CITY, INSTALL DEWITT 5 OZ WEED BARRIER LANDSCAPE FABRIC UNDER ALL ROCK AREAS. KEEP WEED BARRIER 1' FOOT AWAY FROM EDGE OF ROOT BALL OF ALL PLANT MATERIAL. IF WEED BARRIER IS NOT REQUIRED OR INSTALLED, AT OWNER'S APPROVAL, USE TREFLAN 10 AS A PRE-EMERGENT. APPLY ACCORDING TO LABEL DIRECTIONS BY CERTIFIED PESTICIDE APPLICATOR AFTER PLANTING AND AFTER APPLYING MULCH.		
○ IF USING TREFLAN 10 WITHOUT WEED BARRIER, THIS AREA WILL ALSO NEED AN YEARLY MANAGEMENT PROGRAM. SUBMIT PROGRAM TO OWNER. UPON REQUEST, A PLANT GUIDE IS AVAILABLE WITH OUR RECOMMENDATIONS REGARDING WEED BARRIER, PLANT CARE AND MAINTENANCE.		

GENERAL IRRIGATION NOTES		
• A NEW UNDERGROUND, AUTOMATIC IRRIGATION SYSTEM IS TO BE INSTALLED BY CONTRACTOR IN ALL LANDSCAPED AREAS. LAWN AREAS TO RECEIVE AT LEAST 100% HEAD TO HEAD COVERAGE AND PLANTER AREAS TO RECEIVE A FULL DRIP SYSTEM TO EACH TREE AND SHRUB. POINT SOURCE DRIP OR IN-LINE DRIP TURNING TO SUBSIDIZED AT CENTER OF ROOT BALL. NOT AGAINST TRUNK. SEE IRRIGATION PLAN.		
INSTALLER RESPONSIBILITIES AND LIABILITIES		
• THESE PLANS ARE FOR BASIC DESIGN LAYOUT AND INFORMATION. LANDSCAPE CONTRACTOR IS REQUIRED TO USE TRADE KNOWLEDGE FOR IMPLEMENTATION. OWNER ASSUMES NO LIABILITIES FOR INADEQUATE ENGINEERING CALCULATIONS, MANUFACTURER PRODUCT DEFECTS, INSTALLATION OF ANY LANDSCAPING AND COMPONENTS, OR TIME EXIGENTION.		
• LANDSCAPE CONTRACTOR IS RESPONSIBLE AND LIABLE FOR INSTALLATION OF ALL LANDSCAPING AND IRRIGATION SYSTEMS INCLUDING CODE REQUIREMENTS, TIME EXECUTIONS, INSTALLED PRODUCTS AND MATERIALS.		

SITE MATERIALS LEGEND

SYMBOL	CODE	DESCRIPTION	QTY
1 LANDSCAPE			
	L-01	SODDED LAWN AREA	3,482 sf
LAWN AREAS SHALL BE SOD. NEW TURF AREAS TO BE SODDED WITH DROUGHT TOLERANT KENTUCKY BLUE GRASS OR APPROVED EQUAL. SEE SOD LANDSCAPE NOTES FOR FURTHER INFORMATION. SHEET LP-101.			
	L-10	NON-IRRIGATED REVEGETATION SEED MIX HYDROSEED WITH PLS (PURE LIVE SEED) AT 35LBS/ACRE 1.75 LBS SANDBERG BLUEGRASS 5% 3.50 LBS ANNUAL RYEGRASS 10% 3.50 LBS SHEEP FESCUE 10% 3.50 LBS STANDARD CRESTED WHEATGRASS 10% 3.50 LBS SLENDER WHEATGRASS 10% 3.50 LBS PERENNIAL RYEGRASS 10% 5.25 LBS CRESTED WHEATGRASS 15% 5.25 LBS SMOOTH BROME 15% 5.25 LBS INTERMEDIATE WHEATGRASS 15%	10,493 sf
SEE SUMMIT SEED, DARRELL@SUMMITSEEDING.COM 435-709-8003. REFER TO SEED LANDSCAPE NOTES FOR FURTHER INFORMATION. SHEET LP-101.			
	L-14	1.5" TAN CRUSHED ROCK SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.	14,908 sf
	L-16	1" MINUS BROWN CRUSHED ROCK. SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.	2,730 sf
	L-31	WETLAND REVEGETATION SEED MIX HYDROSEED WITH PLS (PURE LIVE SEED) AT 15LBS/ACRE 0.20 LBS/ACRE BAL TIC RUSH 0.20 LBS/ACRE TORREY'S RUSH OR MORE BAL TIC RUSH 1.00 LBS/ACRE STREAMBANK WHEATGRASS 1.55 LBS/ACRE INDIAN RICEGRASS 1.75 LBS/ACRE MEADOW SEDGE 1.75 LBS/ACRE TUFTED HAIRGRASS 2.00 LBS/ACRE ALKALIGRASS 2.00 LBS/ACRE WESTERN WHEATGRASS 2.00 LBS/ACRE CRESTED WHEATGRASS 2.55 LBS/ACRE INLAND SALTGRASS SEE SUMMIT SEED, DARRELL@SUMMITSEEDING.COM 435-709-8003. REFER TO SEED LANDSCAPE NOTES FOR FURTHER INFORMATION. SHEET LP-101.	3,134 sf
FENCING			
	2-05	6" CONCRETE MOW CURB SEE DETAIL SHEET FOR ADDITIONAL INFORMATION. SHEET LP-501.	792 lf
	2-05		119 LF

2 HARDSCAPE

EXHIBIT 7. Elevations



1

A001

REPRESENTATIONAL COLOR BOARD

SCALE: NOT TO SCALE

THESE IMAGES OF THE EXTERIOR MATERIALS AND SIMILAR ARCHITECTURAL APPLICATIONS OF THEM,

ACCURATELY REPRESENT THE ACTUAL PROPOSED MATERIALS WE INTEND TO SPECIFY ON THE BUILDINGS.



PROGRESS SET

PRINTED DATE 11.04.2024

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84109

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RIVERVIEW PLAZA TOWNHOMES

1050 NORTH REDWOOD ROAD
SARATOGA SPRINGS, UTAH

CHRONOLOGY

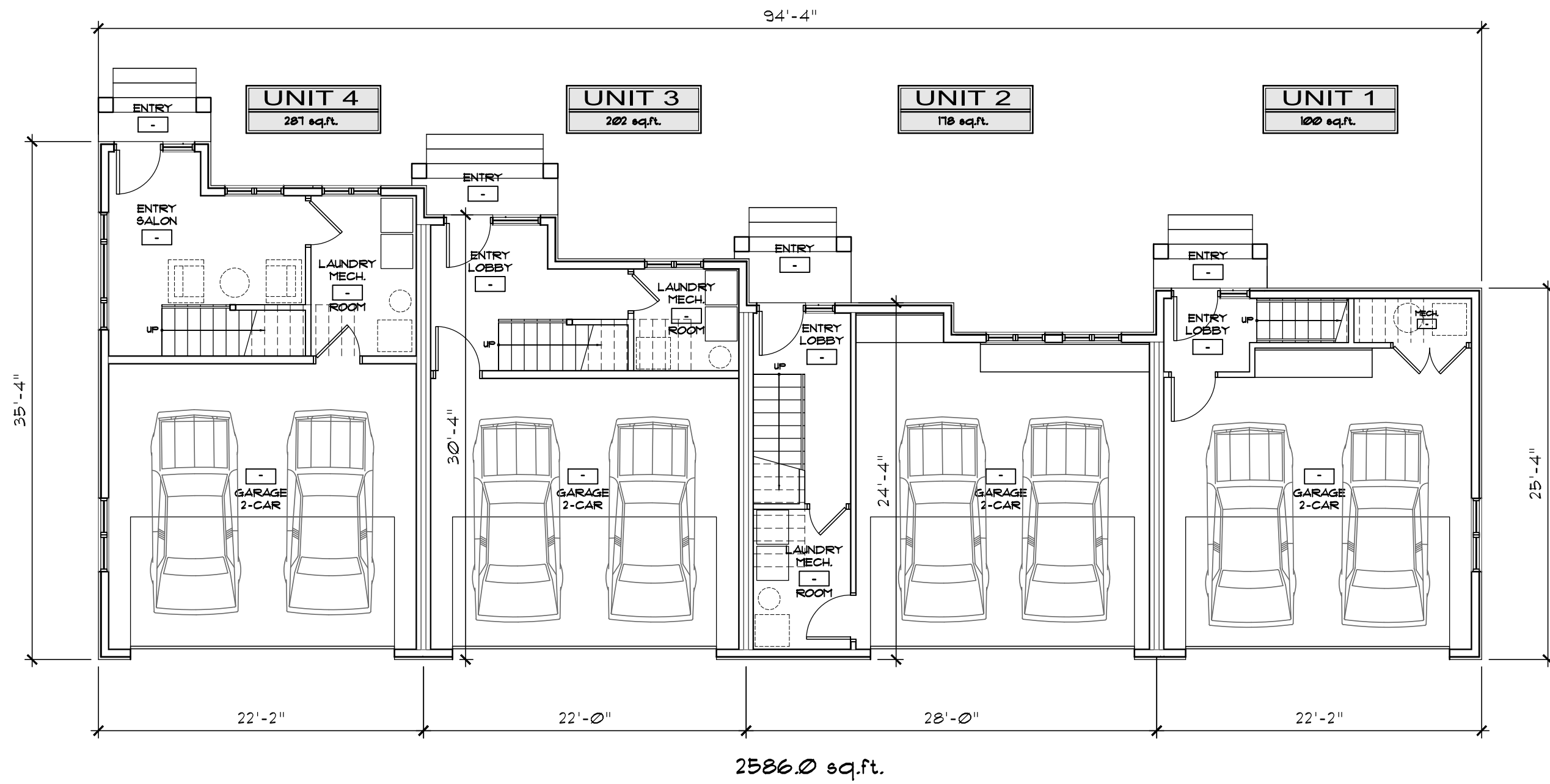
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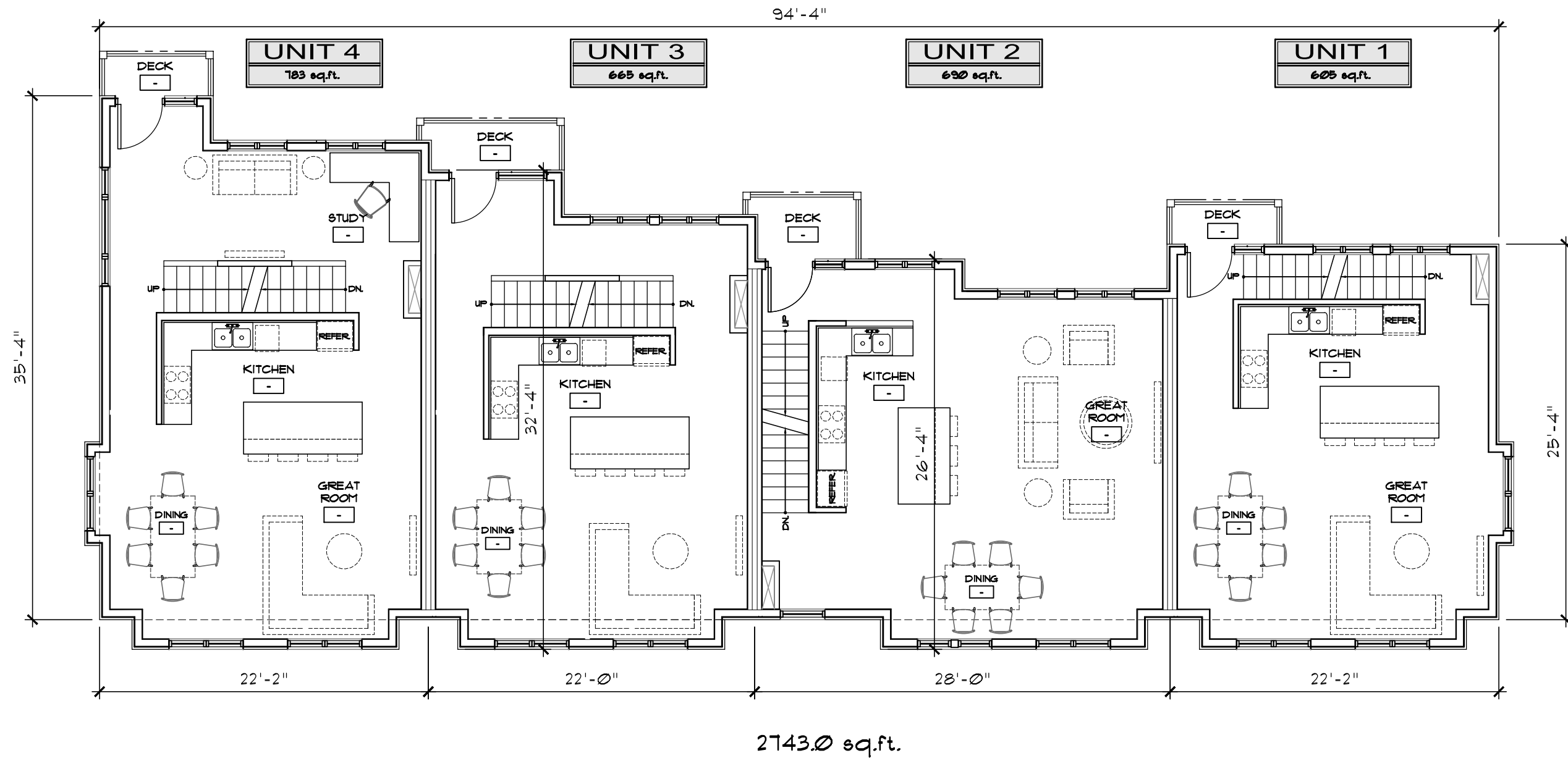
TITLE REPRESENTATIONAL COLOR BOARD

24X36 SHEET # A001

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1 FLOOR PLAN LEVEL ONE
SCALE: 1/8" = 1' - 0"



2 FLOOR PLAN LEVEL TWO
SCALE: 1/8" = 1' - 0"

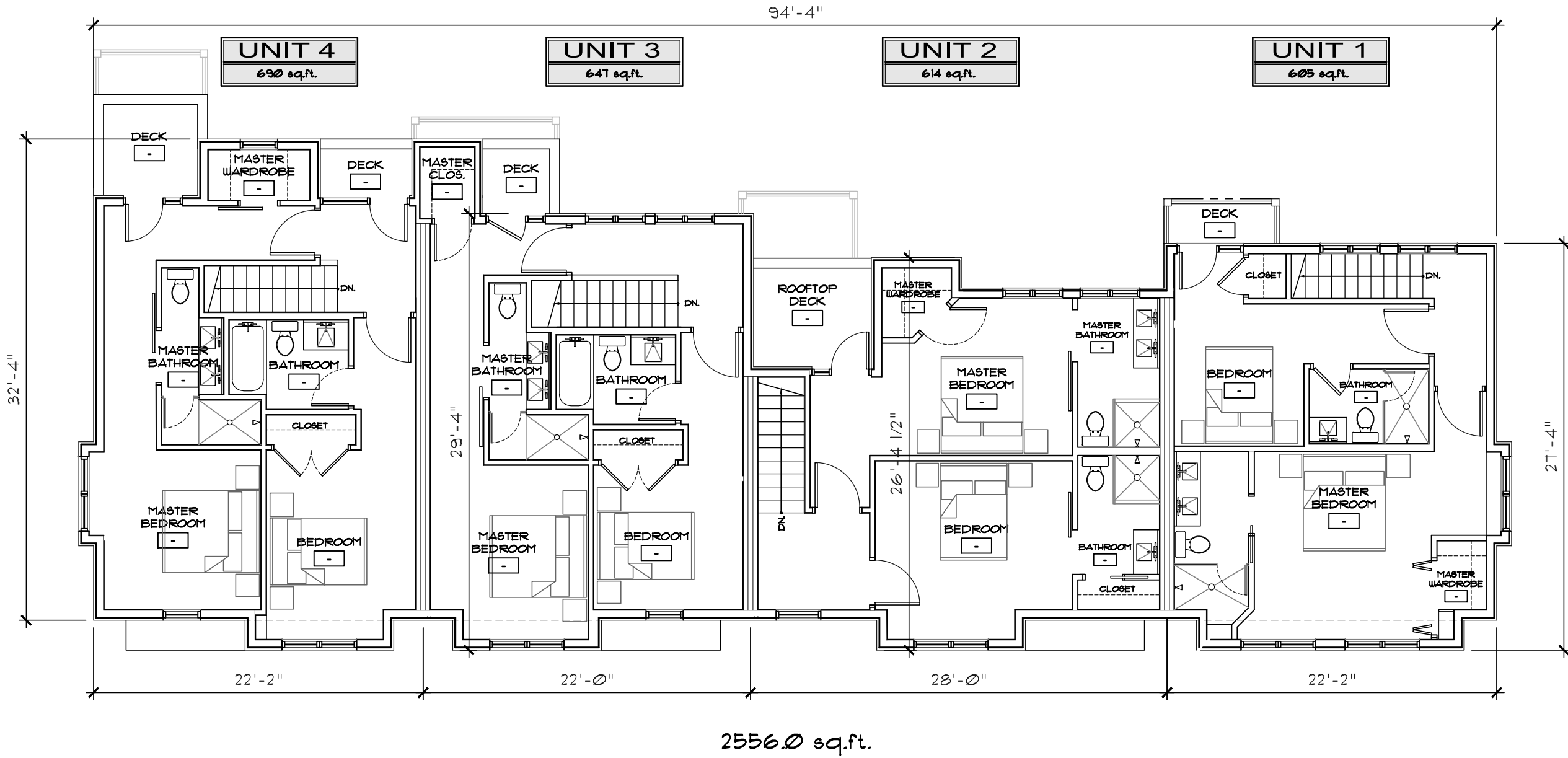
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LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.	
LEVEL 1	100	LEVEL 1	178	LEVEL 1	202	LEVEL 1	287	LEVEL 1	626	LEVEL 1	626	LEVEL 1	619	LEVEL 1	664	LEVEL 1	664	LEVEL 1	669	LEVEL 1	672	LEVEL 1	666	LEVEL 1	663	LEVEL 1	663	LEVEL 1	403
LEVEL 2	605	LEVEL 2	690	LEVEL 2	665	LEVEL 2	783	LEVEL 2	1,123	LEVEL 2	1,144	LEVEL 2	1,100	LEVEL 2	1,144	LEVEL 2	1,168	LEVEL 2	1,168	LEVEL 2	1,168	LEVEL 2	1,148	LEVEL 2	1,143	LEVEL 2	1,143	LEVEL 2	890
LEVEL 3	605	LEVEL 3	614	LEVEL 3	647	LEVEL 3	690	LEVEL 3	750	LEVEL 3	738	LEVEL 3	737	LEVEL 3	737	LEVEL 3	739	LEVEL 3	752	LEVEL 3	750	LEVEL 3	739	LEVEL 3	737	LEVEL 3	737	LEVEL 3	697
TOTAL	1,310	TOTAL	1,482	TOTAL	1,514	TOTAL	1,760	TOTAL	2,499	TOTAL	2,508	TOTAL	2,456	TOTAL	2,545	TOTAL	2,547	TOTAL	2,589	TOTAL	2,590	TOTAL	2,553	TOTAL	2,543	TOTAL	2,543	TOTAL	1,990
GARAGE	462	GARAGE	476	GARAGE	428	GARAGE	453	GARAGE	448	GARAGE	444	GARAGE	444	GARAGE	444	GARAGE	444	GARAGE	449	GARAGE	446	GARAGE	446	GARAGE	444	GARAGE	444	GARAGE	447



Know what's below.
Call before you dig.



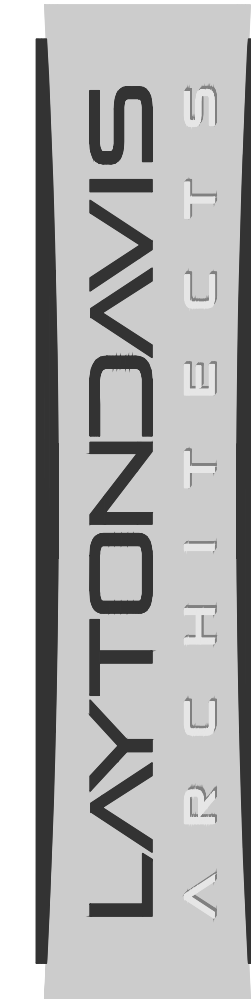
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LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.	
LEVEL 1	100	LEVEL 1	178	LEVEL 1	202	LEVEL 1	287	LEVEL 1	626	LEVEL 1	626	LEVEL 1	619	LEVEL 1	664	LEVEL 1	664	LEVEL 1	669	LEVEL 1	672	LEVEL 1	666	LEVEL 1	663	LEVEL 1	663	LEVEL 1	403
LEVEL 2	605	LEVEL 2	690	LEVEL 2	665	LEVEL 2	783	LEVEL 2	1,123	LEVEL 2	1,144	LEVEL 2	1,100	LEVEL 2	1,144	LEVEL 2	1,168	LEVEL 2	1,168	LEVEL 2	1,168	LEVEL 2	1,148	LEVEL 2	1,143	LEVEL 2	1,143	LEVEL 2	890
LEVEL 3	605	LEVEL 3	614	LEVEL 3	647	LEVEL 3	690	LEVEL 3	750	LEVEL 3	738	LEVEL 3	737	LEVEL 3	737	LEVEL 3	739	LEVEL 3	752	LEVEL 3	750	LEVEL 3	739	LEVEL 3	737	LEVEL 3	737	LEVEL 3	697
TOTAL	1,310	TOTAL	1,482	TOTAL	1,514	TOTAL	1,760	TOTAL	2,499	TOTAL	2,508	TOTAL	2,456	TOTAL	2,545	TOTAL	2,547	TOTAL	2,589	TOTAL	2,590	TOTAL	2,553	TOTAL	2,543	TOTAL	2,543	TOTAL	1,990
GARAGE	462	GARAGE	476	GARAGE	428	GARAGE	453	GARAGE	448	GARAGE	444	GARAGE	444	GARAGE	444	GARAGE	444	GARAGE	449	GARAGE	446	GARAGE	446	GARAGE	444	GARAGE	444	GARAGE	447



1 FLOOR PLAN LEVEL THREE
1A102 SCALE: 1/8" = 1' - 0"

PROGRESS
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RIVERVIEW PLAZA
TOWNHOMES
1050 NORTH REDWOOD ROAD
SARATOGA SPRINGS, UTAH

CHRONOLOGY

PROJECT NO
22.144

DWN BY/ CHK BY
___/___

TITLE
BUILDING ONE
FLOOR PLAN
LEVEL THREE

24X36 SHEET #

1A102

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**RIVERVIEW PLAZA
TOWNHOMES**

CHRONOLOGY

PROJECT NO
22.144

WN BY/ CHK BY

TITLE
BUILDING ONE
EXTERIOR
ELEVATIONS

24X36 SHEET #

A201

35'-0" MAX. HEIGHT ALLOWED

29'-6"

29'-2 1/2"

EXISTING GRADE REF. CIVIL DWGS.

EIFS SMOOTH TYPE A

EIFS SMOOTH TYPE B (13 SF)

HARDIE PLANKS (441 SF)

WINDOWS, DOORS, AND TRIM

EIFS SMOOTH TYPE B (13 SF)

EIFS SMOOTH TYPE A

BRICK VENEER (331 SF)

WINDOWS, DOORS, AND TRIM (2204 SF)

WALL MOUNTED LIGHTS DOWNWARD DIRECTED (TYP.)

GROSS BUILDING ENVELOPE	- 2689 SQ. FT.
NON-GLASS BUILDING ENVELOPE	- 1683 SQ. FT.
WINDOWS	- 1006 SQ. FT.
BRICK VENEER	20% - 331 SQ. FT.
EIFS SMOOTH	53% - 894 SQ. FT.
HARDIE PLANK	26.5% - 441 SQ. FT.
PLASTER	3% - 11 SQ. FT.
TOTAL	- 100%

1 BUILDING ONE - WEST REAR EXTERIOR ELEVATION
1A201 SCALE: 1/8" = 1' - 0"

2 BUILDING ONE - SOUTH SIDE EXTERIOR ELEVATION
1A201 SCALE: 1/8" = 1' - 0"

Architectural elevation drawing of a three-story building facade. The drawing includes the following callouts and specifications:

- Dimensions:**
 - Overall height: 35'-0" MAX. HEIGHT ALLOWED
 - Story height: 31'-2 1/2"
- Materials and Areas:**
 - HARDIE PLANKS (881 SQ. FT.)
 - WINDOW, DOORS, AND TRIM (281 SQ. FT.)
 - EJF& SMOOTH TYPE A (281 SQ. FT.)
 - HARDIE PLANKS (318 SQ. FT.)
 - EJF& SMOOTH TYPE A
 - HARDIE PLANKS
 - EJF& SMOOTH TYPE A
 - MORTAR PLASTER (155 SQ. FT.)
 - WINDOW, DOORS, AND TRIM (281 SQ. FT.)
 - BRICK VENEER (628 SQ. FT.)
 - BRICK VENEER
 - RECESSED LIGHTS (TYP.)
- Legend:**
 - EXISTING GRADE REF. CIVIL DUGS.
- Summary Table:**

Material	Area (SQ. FT.)
GROSS BUILDING ENVELOPE	2,871
NON-GLASS BUILDING ENVELOPE	2,200
WINDOW	31%
BRICK VENEER	31%
EJF& SMOOTH	14.5%
HARDIE PLANK	46%
PLASTER	8%
TOTAL	100%

3 BUILDING ONE - EAST FRONT EXTERIOR ELEVATION
1A201 SCALE: 1/8" = 1' - 0"

Architectural elevation drawing of a two-story building facade. The drawing includes dimensions for overall height (35'-0" MAX. HEIGHT ALLOWED), width (41'-1 1/2"), and various material callouts such as E.J.F.A. Smooth Type A (800 SF), Hardie Planks (374 SF), Brick Veneer (303 SF), and Plaster (44 SF). It also shows window and door locations, a recessed light, and wall-mounted lights. A table at the bottom summarizes the material quantities.

GROSS BUILDING ENVELOPE - 1264 SQ. FT.	
NON-GLASS BUILDING ENVELOPE - 936 SQ. FT.	
WINDOW - 128 SQ. FT.	
BRICK VENEER 32% - 303 SQ. FT.	
E.J.F.A. SMOOTH 23% - 219 SQ. FT.	
HARDIE PLANK 40% - 374 SQ. FT.	
PLASTER 5% - 44 SQ. FT.	
TOTAL - 100%	

4 BUILDING ONE - NORTH SIDE EXTERIOR ELEVATION
1A201 SCALE: 1/8" = 1' - 0"

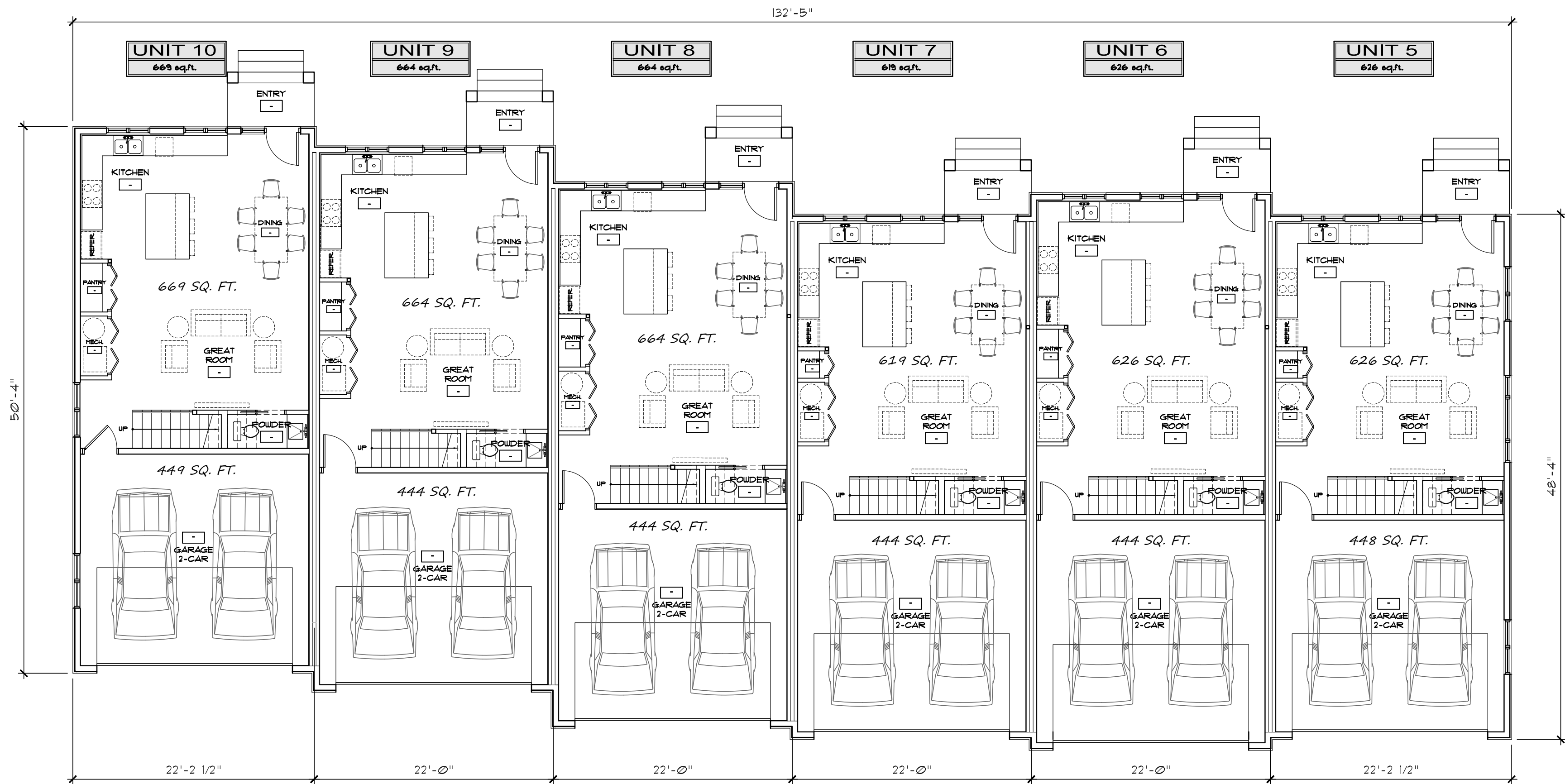
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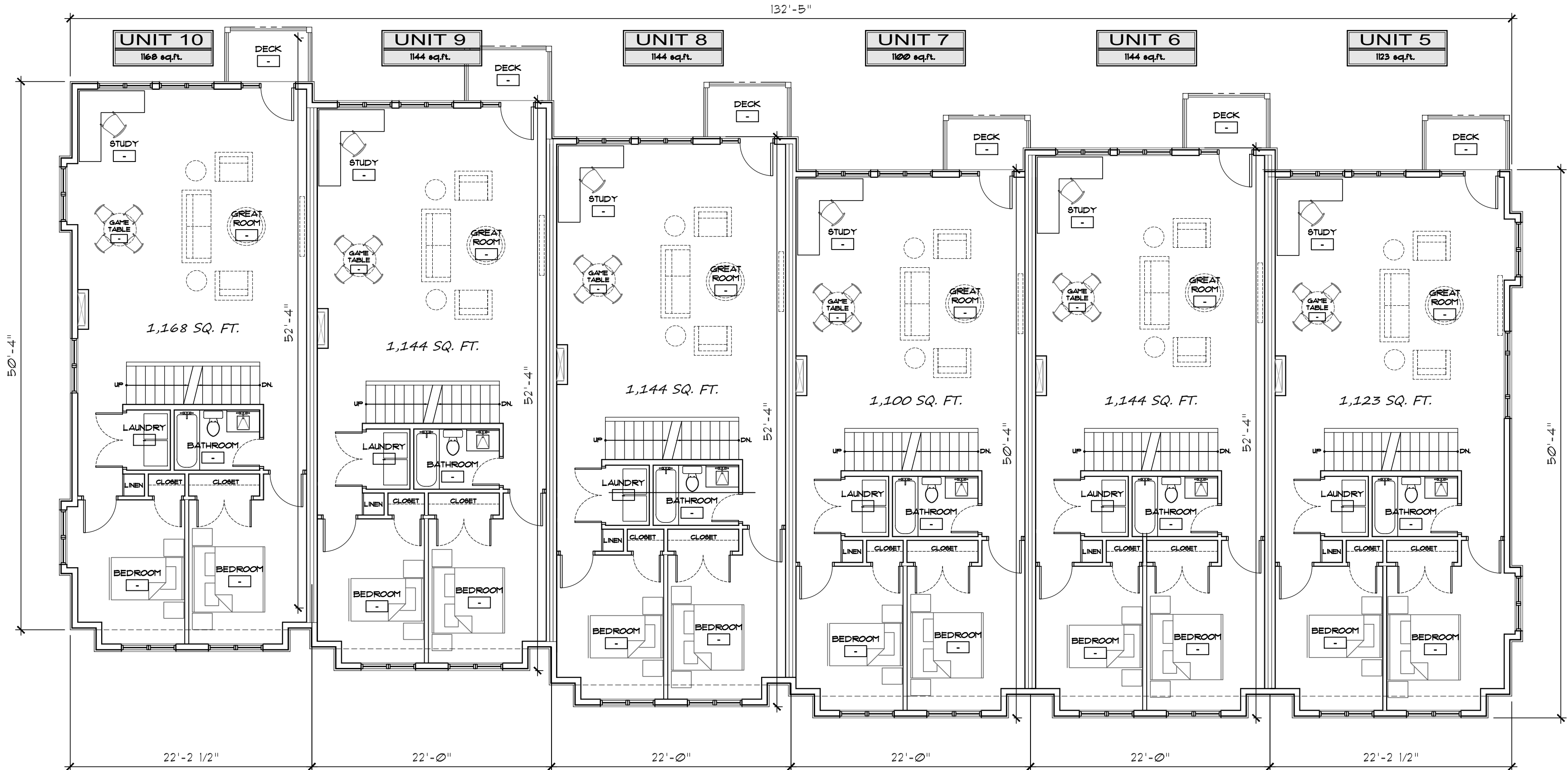
Know what's below.
Call before you dig.



UNIT 1		UNIT 2		UNIT 3		UNIT 4		UNIT 5		UNIT 6		UNIT 7		UNIT 8		UNIT 9		UNIT 10		UNIT 11		UNIT 12		UNIT 13		UNIT 14		UNIT 15	
LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.	
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LEVEL 2	605	LEVEL 2	690	LEVEL 2	665	LEVEL 2	783	LEVEL 2	1,123	LEVEL 2	1,144	LEVEL 2	1,100	LEVEL 2	1,144	LEVEL 2	1,144	LEVEL 2	1,168	LEVEL 2	1,168	LEVEL 2	1,148	LEVEL 2	1,143	LEVEL 2	1,143	LEVEL 2	890
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GARAGE	462	GARAGE	476	GARAGE	428	GARAGE	453	GARAGE	448	GARAGE	444	GARAGE	444	GARAGE	444	GARAGE	444	GARAGE	449	GARAGE	446	GARAGE	446	GARAGE	444	GARAGE	444	GARAGE	447



1 BUILDING TWO - FLOOR PLAN LEVEL ONE
2A101 SCALE: 1/8" = 1' - 0"



2 BUILDING TWO - FLOOR PLAN LEVEL TWO
2A101 SCALE: 1/8" = 1' - 0"

PROGRESS
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RIVERVIEW PLAZA
TOWNHOMES
1050 NORTH REDWOOD ROAD
SARATOGA SPRINGS, UTAH

CHRONOLOGY

PROJECT NO
22.144

DWN BY/ CHK BY
/

TITLE
BUILDING TWO
FLOOR PLANS
LEVEL ONE & TWO

24X36 SHEET #
2A101

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LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.	
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LEVEL 2	605	LEVEL 2	690	LEVEL 2	665	LEVEL 2	783	LEVEL 2	1,123	LEVEL 2	1,144	LEVEL 2	1,100	LEVEL 2	1,144	LEVEL 2	1,168	LEVEL 2	1,168	LEVEL 2	1,168	LEVEL 2	1,148	LEVEL 2	1,143	LEVEL 2	1,143	LEVEL 2	890
LEVEL 3	605	LEVEL 3	614	LEVEL 3	647	LEVEL 3	690	LEVEL 3	750	LEVEL 3	738	LEVEL 3	737	LEVEL 3	737	LEVEL 3	739	LEVEL 3	752	LEVEL 3	750	LEVEL 3	739	LEVEL 3	737	LEVEL 3	737	LEVEL 3	697
TOTAL	1,310	TOTAL	1,482	TOTAL	1,514	TOTAL	1,760	TOTAL	2,499	TOTAL	2,508	TOTAL	2,456	TOTAL	2,545	TOTAL	2,547	TOTAL	2,589	TOTAL	2,590	TOTAL	2,553	TOTAL	2,543	TOTAL	2,543	TOTAL	1,990
GARAGE	462	GARAGE	476	GARAGE	428	GARAGE	453	GARAGE	448	GARAGE	444	GARAGE	444	GARAGE	444	GARAGE	444	GARAGE	449	GARAGE	446	GARAGE	446	GARAGE	444	GARAGE	444	GARAGE	447



1 BUILDING TWO - FLOOR PLAN LEVEL THREE
2A102 SCALE: 1/8" = 1' - 0"

PROGRESS SET

PRINTED DATE 11.04.2024

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RIVERVIEW PLAZA TOWNHOMES

1050 NORTH REDWOOD ROAD
SARATOGA SPRINGS, UTAH

CHRONOLOGY

PROJECT NO 22.144

DWN BY/ CHK BY
____/____

TITLE BUILDING TWO FLOOR PLAN LEVEL THREE

24X36 SHEET # 2A102

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**RIVERVIEW PLAZA
TOWNHOMES**

PROJECT NO
22.144

TITLE
BUILDING TWO
EXTERIOR
ELEVATIONS

2A201

Architectural elevation drawing of a two-story building facade. The drawing shows a symmetrical design with a central entrance and two side wings. The roof is gabled with a decorative pattern. The walls are composed of various materials: EIFS Color 'A' (smooth) and 'B' (plank), Hardie Planks, Stone/Brick Veneer, and Mortar Plaster. The windows are double-hung. The ground level is marked as 'EXISTING GRADE REF. CIVIL DUGS.' and the maximum height is indicated as '35'-0" MAX. HEIGHT ALLOWED'.

Labels and dimensions include:

- EIFS COLOR "A" (EIFS SMOOTH 122 SQ. FT.)
- EIFS COLOR "B" (EIFS PLANK 546 SQ. FT.)
- HARDIE PLANKS
- EIFS COLOR "B"
- WINDOWS, DOORS, AND TRIM (EIFS COLOR "B")
- EIFS COLOR "A" (EIFS SMOOTH)
- EIFS COLOR "B"
- 29'-3" MAX. HEIGHT ALLOWED
- EXISTING GRADE REF. CIVIL DUGS.
- MORTAR PLASTER (2 SQ. FT.)
- BRICK OR STONE VENEER (451 SQ. FT.)
- WINDOWS, DOORS, AND TRIM (512 SQ. FT.)
- WALL MOUNTED LIGHTS DOWNWARD DIRECTED (TYP.)

Table: BUILDING ENVELOPE AREAS

Material	Area (SQ. FT.)
GROSS BUILDING ENVELOPE	3,742
NON-GLASS BUILDING ENVELOPE	2,760
WINDOW / DOORS	42%
STONE / BRICK VENEER	21%
EIFS SMOOTH	33%
HARDIE PLANK	45.5%
PLASTER	0.5%
TOTAL	100%

1 BUILDING TWO - WEST REAR EXTERIOR ELEVATION
A201 SCALE: 1/8" = 1' - 0"

Architectural elevation drawing of a building facade. The drawing includes the following callouts and dimensions:

- Dimensions:**
 - Overall height: 35'-0" MAX. HEIGHT ALLOWED
 - Section height: 29'-3"
 - Right side height: 25'-11"
- Materials and Areas:**
 - HARDIE PLANKS: 51 SF.
 - EIFF. COLOR "B"
 - EIFF. SMOOTH: 632 SF.
 - WINDOWS, DOORS, AND TRIM
 - WALL MOUNTED LIGHTS DOWNWARD DIRECTED (TYP.)
 - GRADE DWGS.
 - MORTAR PLASTER: 54 SF.
 - BRICK VENEER: 340 SF.
 - WINDOS, DOORS, AND TRIM: 218 SF.
 - RECESSED LIGHTS (TYP.)
- Summary Table:**

Material	Area (SF)
GRASS BUILDING ENVELOPE	1435
NON-GLASS BUILDING ENVELOPE	1161
WINDOWS	191
BRICK VENEER	231
EIFF. SMOOTH	541
HARDIE PLANK	121
PLASTER	51
TOTAL	1201

2 BUILDING TWO - SOUTH SIDE EXTERIOR ELEVATION
A201 SCALE: 1/8" = 1' - 0"

Architectural elevation drawing of a five-unit townhouse building. The drawing shows a symmetrical facade with five entrances, each featuring a small balcony and a set of stairs. The building is labeled with various materials and dimensions. A north arrow is located on the left side. A table at the bottom right provides a breakdown of the building's envelope and non-glass envelope areas.

Dimensions and Labels:

- Overall height: 35'-0" MAX HEIGHT ALLOWED
- Unit height: 25'-11"
- EIFS COLOR "B" EIFS SMOOTH
- HARDIE PLANKS (334 S.F.)
- EIFS COLOR "A" EIFS SMOOTH (146 S.F.)
- EIFS COLOR "B" EIFS SMOOTH
- BRICK OR STONE VENEER (834 S.F.)
- MORTAR PLASTER (222 S.F.)
- RECESSED LIGHTS (TYP.)
- WINDOWS, DOORS, AND TRIM (128 S.F.)

Table 1: Building Envelope and Non-Glass Envelope Breakdown

Category	Area (S.F.)
GRAND BUILDING ENVELOPE	4,639
NON-GLASS BUILDING ENVELOPE	2,911
WINDOWS	281
BRICK OR STONE VENEER	834
EIFS SMOOTH	146
HARDIE PLANK	334
PLASTER	222
TOTAL	1,928

3 BUILDING TWO - EAST FRONT EXTERIOR ELEVATION
A201 SCALE: 1/8" = 1' - 0"

Architectural elevation drawing of a two-story building facade. The drawing includes the following callouts and dimensions:

- Dimensions:**
 - Overall height: 35'-0" MAX. HEIGHT ALLOWED
 - Side section height: 29'-3"
 - Side section width: 25'-11"
- Materials and Components:**
 - EIFS COLOR "B"
 - EIFS SMOOTH (66.9 SQ. FT.)
 - HARDIE PLANKS (58.37)
 - WINDOWS, DOORS, AND TRIM (18.37)
 - BRICK VENEER (49.57)
 - MORTAR PLASTER (61.57)
 - RECESSED LIGHTS (TYP.)
 - EXISTING GRADE REF: CIVIL DUGS.
- Material Schedule Table:**

Material	Quantity (SQ. FT.)
GROSS BUILDING ENVELOPE	1,468 SQ. FT.
NON-GLASS BUILDING ENVELOPE	1,280 SQ. FT.
WINDOWS	12% = 186 SQ. FT.
BRICK VENEER	32% = 472 SQ. FT.
EIFS SMOOTH	32% = 669 SQ. FT.
HARDIE PLANK	11% = 136 SQ. FT.
PLASTER	5% = 61 SQ. FT.
TOTAL	1,526

4 BUILDING TWO - NORTH SIDE EXTERIOR ELEVATION
A201 SCALE: 1/8" = 1' - 0"

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811

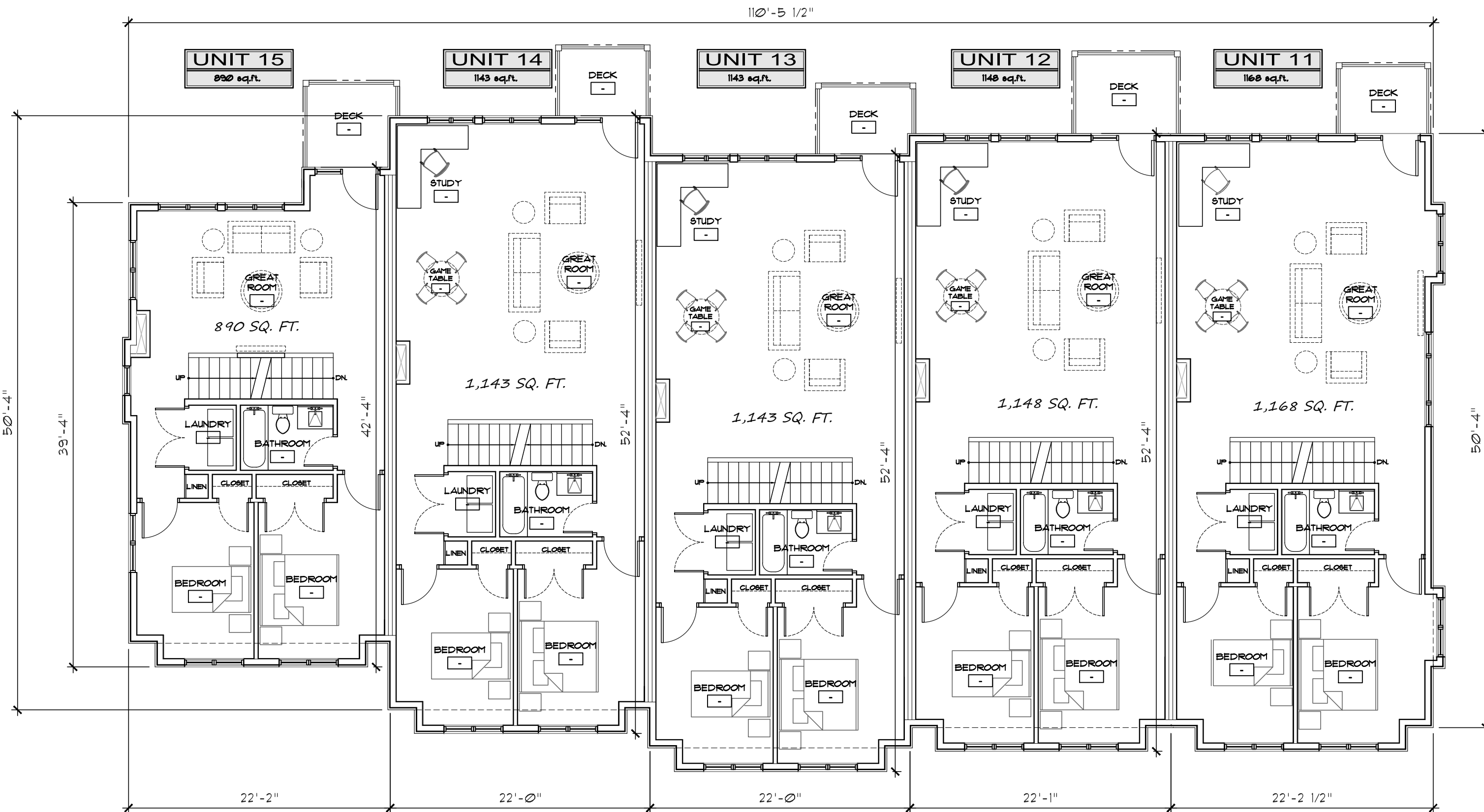
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UNIT 1		UNIT 2		UNIT 3		UNIT 4		UNIT 5		UNIT 6		UNIT 7		UNIT 8		UNIT 9		UNIT 10		UNIT 11		UNIT 12		UNIT 13		UNIT 14		UNIT 15	
LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.	
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GARAGE	462	GARAGE	476	GARAGE	428	GARAGE	453	GARAGE	448	GARAGE	444	GARAGE	444	GARAGE	444	GARAGE	444	GARAGE	449	GARAGE	446	GARAGE	446	GARAGE	444	GARAGE	444	GARAGE	447



1 BUILDING THREE - FLOOR PLAN LEVEL ONE
3A101 SCALE: 1/8" = 1' - 0"



2 BUILDING THREE - FLOOR PLAN LEVEL TWO
3A101 SCALE: 1/8" = 1' - 0"

PROGRESS
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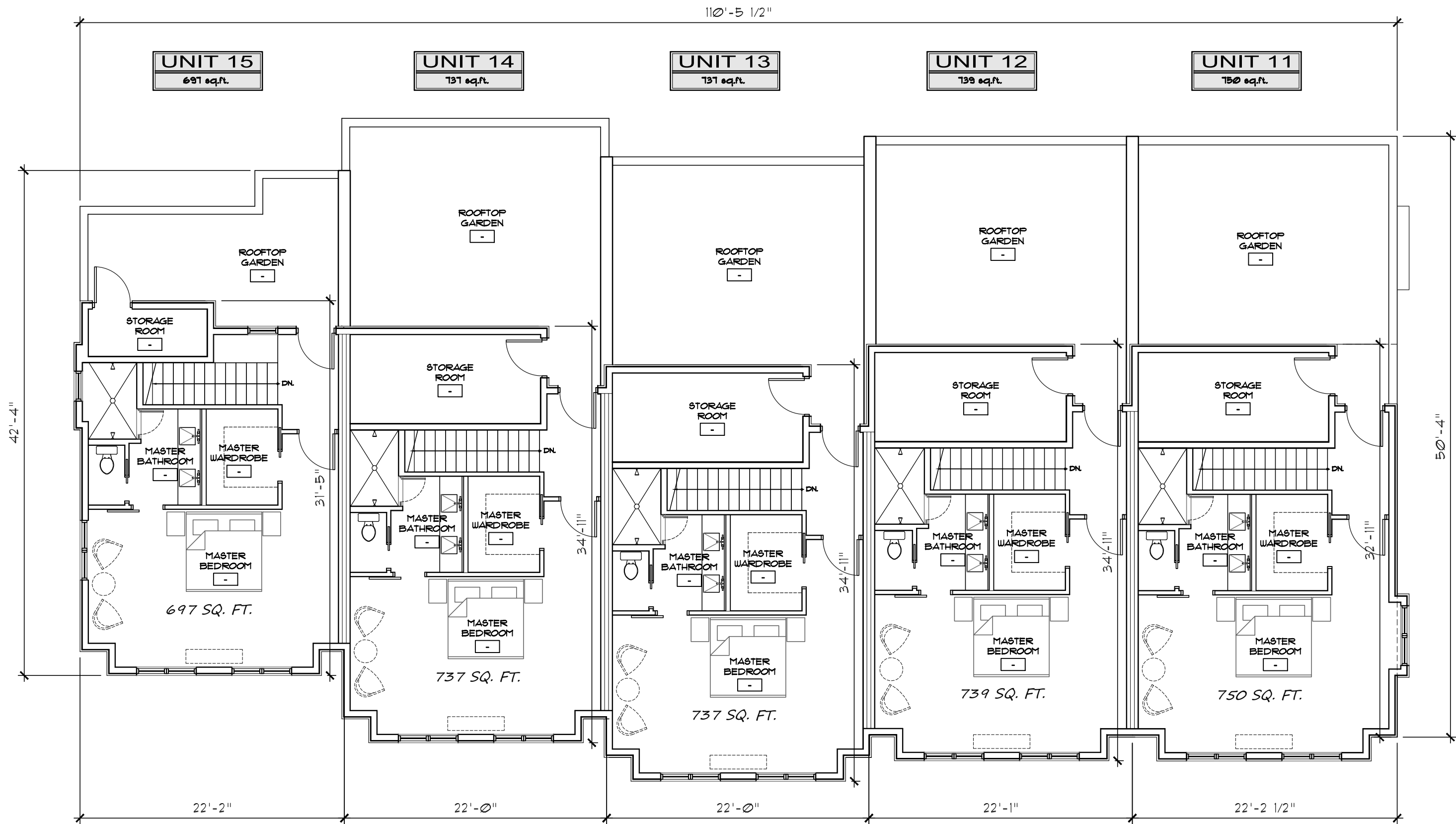
TITLE
BUILDING THREE
FLOOR PLANS
LEVEL ONE & TWO

24X36 SHEET #
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LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.		LIVABLE AREA SQ. FT.	
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1
3A102

BUILDING THREE - FLOOR PLAN LEVEL THREE

SCALE: 1/8" = 1' - 0"

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SARATOGA SPRINGS, UTAH

CHRONOLOGY

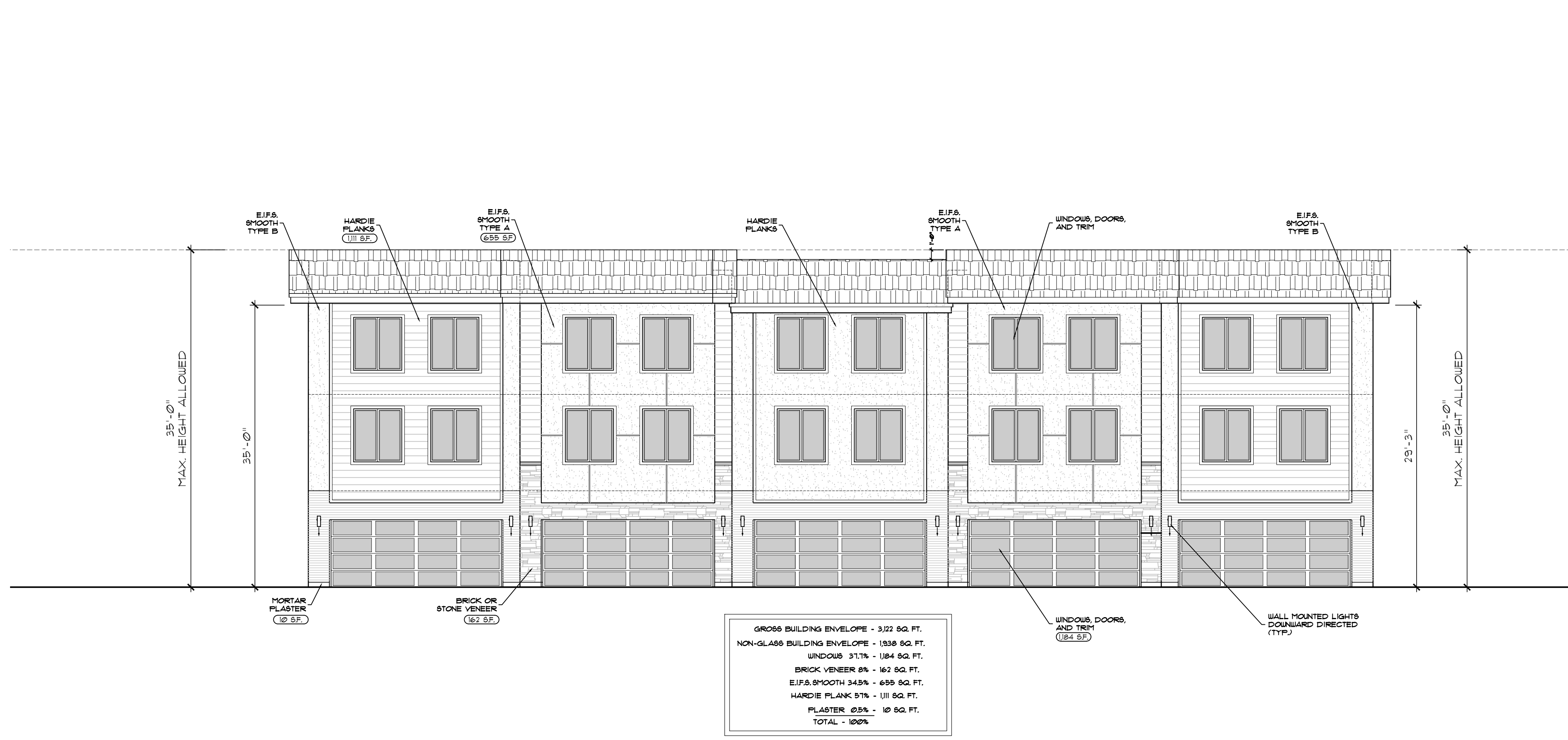
PROJECT NO 22.144

DWN BY/ CHK BY
___/___

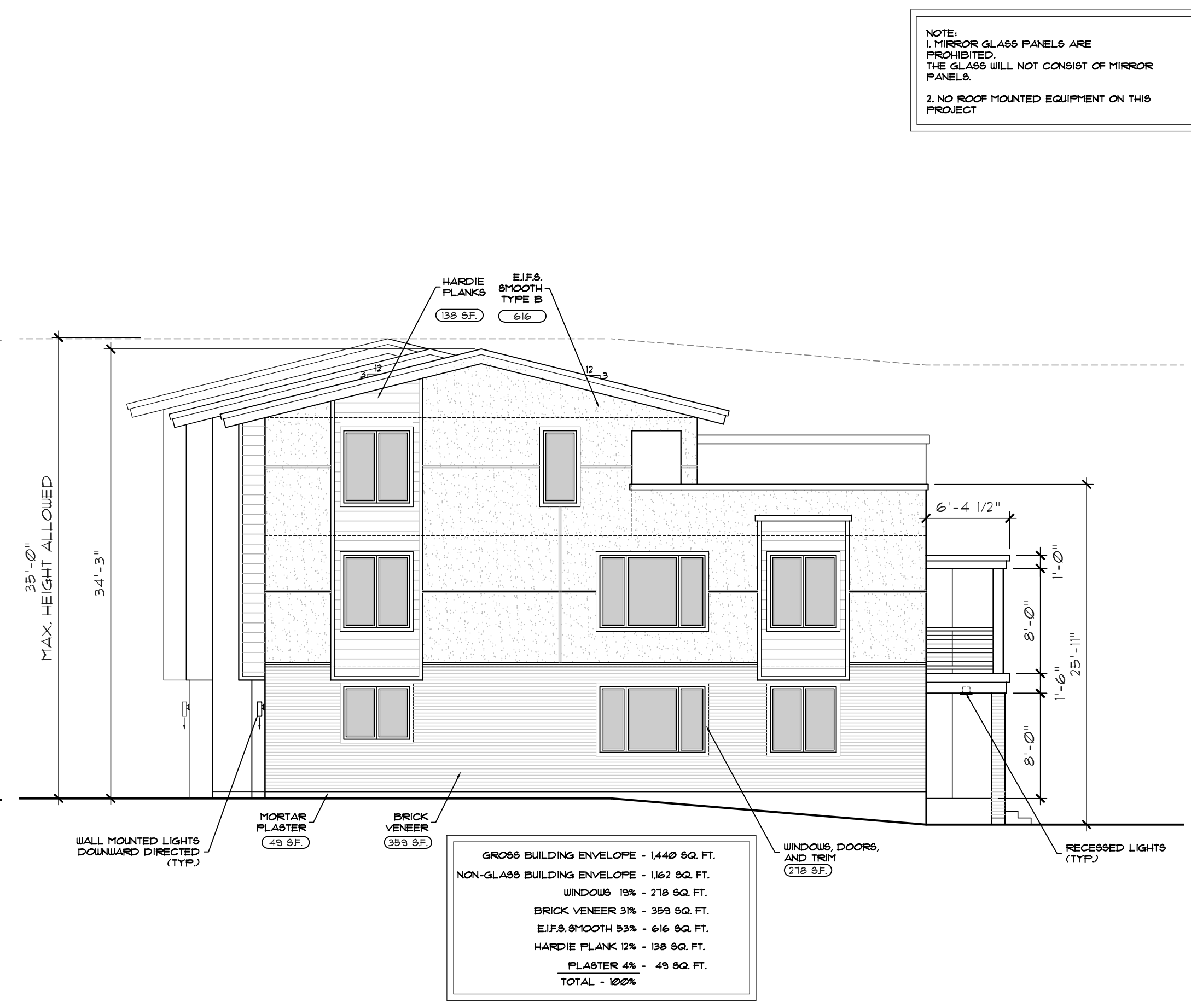
TITLE
BUILDING THREE
FLOOR PLAN
LEVEL THREE

24X36 SHEET #
3A102

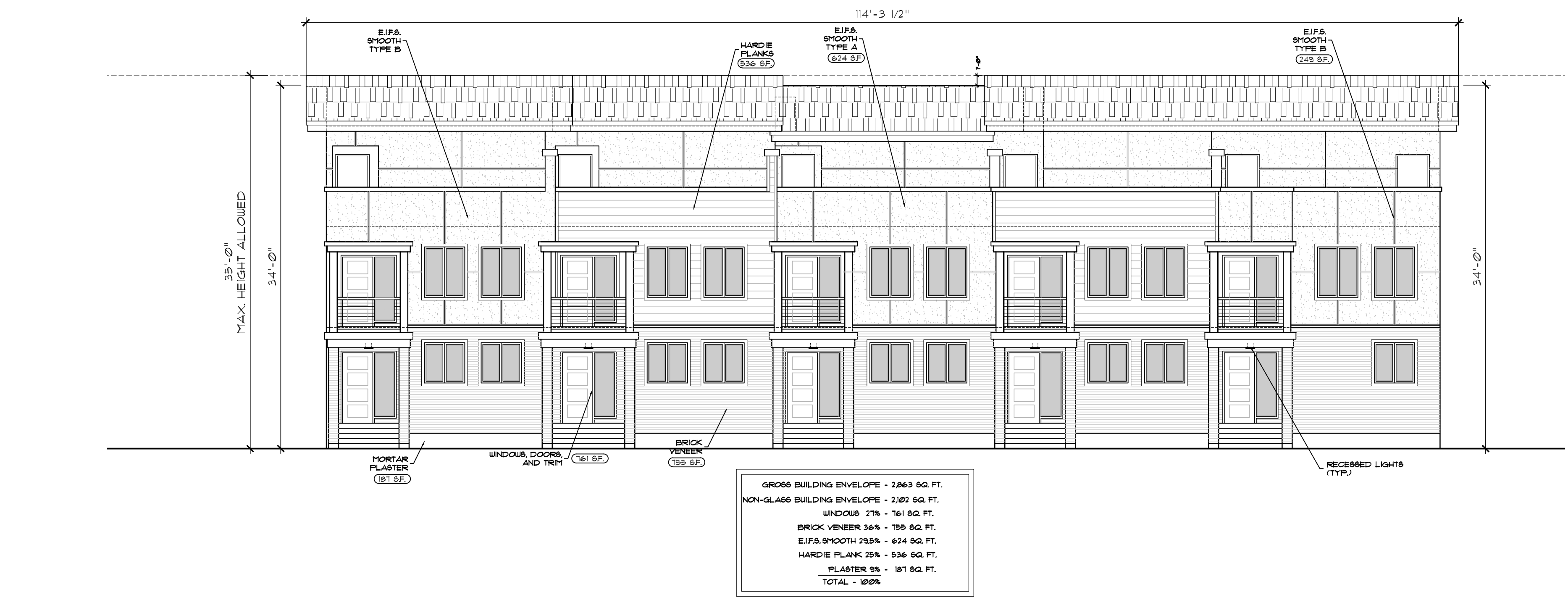
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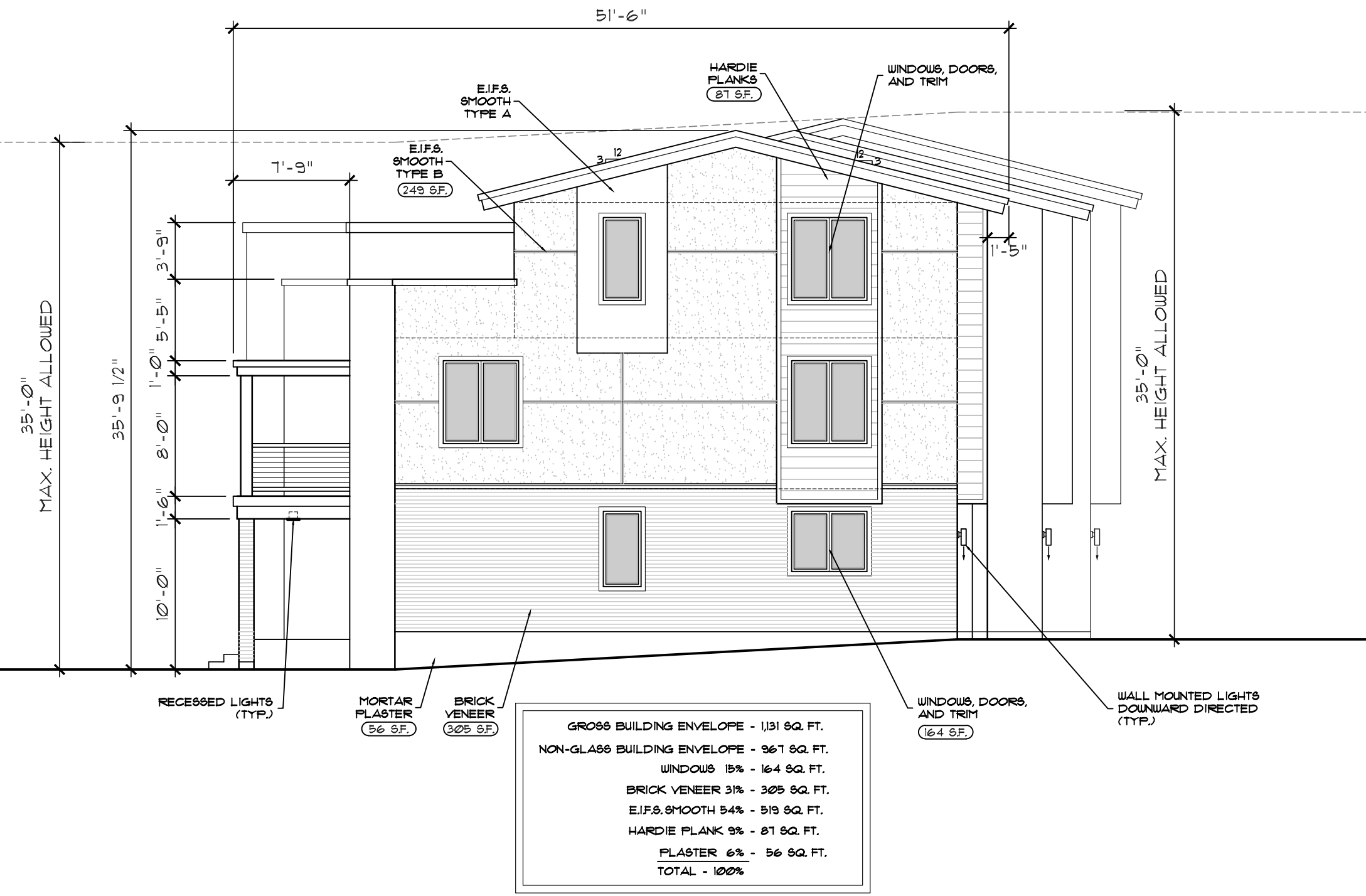
1 BUILDING THREE - WEST REAR EXTERIOR ELEVATION
3A201 SCALE: 1/8" = 1' - 0"



2 BUILDING THREE - SOUTH SIDE EXTERIOR ELEVATION
3A201 SCALE: 1/8" = 1' - 0"



3 BUILDING THREE - EAST FRONT EXTERIOR ELEVATION
3A201 SCALE: 1/8" = 1' - 0"



4 BUILDING THREE - NORTH SIDE EXTERIOR ELEVATION
3A201 SCALE: 1/8" = 1' - 0"



PROGRESS SET

PRINTED DATE
11.04.2024

LAYTONDAVIS
ARCHITECTS

2005 East 2700 South
Salt Lake City, Utah 84109
p: 801.487.0715 | www.laytondavisarchitects.com

RIVERVIEW PLAZA
TOWNHOMES

1050 NORTH REDWOOD ROAD
SARATOGA SPRINGS, UTAH

CHRONOLOGY

PROJECT NO
22.144

DWN BY/ CHK BY
___/___

TITLE
BUILDING THREE
EXTERIOR
ELEVATIONS

24X36 SHEET #
3A201

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RICHARD R. HALL
Partner
(208) 617-2541
FAX (208) 485-7703
hall.richard@dorsey.com

August 30, 2024

**VIA CERTIFIED MAIL, RETURN RECEIPT
REQUESTED AND ELECTRONIC MAIL**

Sarah Carroll
Planning Director
Saratoga Springs Planning and Zoning
1307 N Commerce Dr., Suite 200
Saratoga Springs, Utah 84045
scarroll@saratogasprings-ut.gov

Re: CMC Rock - Notice of Expansion of Vested Mining Rights, Utah Code 17-41-502

Dear Director Carroll:

On behalf of CMC Rock, LLC, a Utah limited liability company (“**CMC**”), this letter serves as notice of the expansion of CMC’s vested mining rights from the Jim Gay Mine located in unincorporated Utah County, as described in the Declaration of Vested Mining Use enclosed as Exhibit A, to parcels of land located in the City of Saratoga Springs, Utah with parcel numbers of 59:011:0085, 59:014:0020, 59:011:0029, 59:024:0001, 59:023:0027, 59:023:0003, 59:023:0005, and 16:003:0021 (collectively the “**Subject Parcels**”).

CMC seeks to remove sand and gravel from the Subject Parcels in conjunction with CMC’s vested mining rights under Utah Code 17-41-502(1)(b)(i)-(iii). CMC has perfected their vested mining rights in the “mineral deposit” within the Jim Gay Mine as shown in the enclosed Exhibit A. Consistent with Utah Code Section 17-41-502(1)(b)(i)(ii)(iii), the “mineral deposit” on the Subject Parcels is located beneath sand, gravel, and overburden controlled by CMC, and is within the same contiguous mineral trend and geologic offshoot as the “mineral deposit” currently operated and controlled by CMC at the Jim Gay Mine. Sand and gravel within the Subject Parcels rests as overburden on a “mineral deposit” and the sand and gravel must be removed to reach the underlying “mineral deposit”. CMC is authorized to remove the sand overburden on the Subject Parcels by agreement with their property owners.

Director Sarah Carroll

Page 2

Accordingly, CMC now seeks to expand the vested mining use from the Jim Gay Mine to the Subject Parcels. We respectfully request the Saratoga Springs Planning and Zoning Commission to hold a public meeting regarding this matter as soon as possible following 10-days from receipt of this notice per Utah Code 17-41-502(2)(d). In addition to public notice of the meeting, pursuant to subsection (d)(i)(B)(II), please provide notice to the owners of the Subject Parcels, which are: Waldo Co. LTD, a Utah limited partnership; Waldo Co (County) LP, a Utah limited partnership; and Waldo Co (South) LP, a Utah limited partnership, which share a mailing address of 2296 N 180 W Pleasant Grove, UT 84062.

We appreciate your attention in this matter.

Best regards,



Richard R. Hall

cc: Kevin Thurman, Saratoga Springs City Attorney - kthurman@saratogasprings-ut.gov
Todd Cusick
Sam Cusick

Director Sarah Carroll

Page 3

Exhibit A

When Recorded Mail To:
Sam Cusick
CMC Rock
151 E 1750 N Suite A
Vineyard, UT 84059



ENT 51817:2024 PG 1 of 3
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 AUG 2 11:32 AM FEE 40.00 BY CS
RECORDED FOR CMC ROCK LLC

Declaration of Vested Mining Use

(Utah Code Section 17-41-501(4))

THIS DECLARATION OF VESTED MINING USE ("Declaration") is effective as of the date set forth below by the undersigned mine operator (the "Operator") of that certain large mine Permit No. M0490005 ("Large Mine Permit"), together with the undersigned landowners of the real property associated with the Large Mine Permit. This Declaration applies to all of the real property legally described on Exhibit A attached hereto (the "Property").

RECITALS:

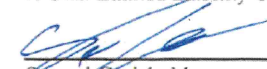
- A. This Declaration is intended to be a declaration of a vested mining use on the Property in accordance with Utah Code Section 17-41-501(4).
- B. One or more portions of the Property (including that portion for the Large Mine Permit) have been used to extract commercial quantities of mineral deposits. This mine site has been used since before the 1940's to produce mineral products used as different refractory materials by companies such as, The Western Fire Clay Company, Geneva Steel, Interstate Brick, PABCO, and Ashgrove Cement. Information on this mine site is found in bulletins posted by the Utah Geologic and Mineral Survey in 1956 and 1948, during these times the mine was known as the Jackrabbit mine. Aerial imagery as early as 1947 can show the entrance of the mine back when it was operated and mined as an underground operation.
- C. On May 4th, 1977, because of the Federal Mine Safety & Health Act of 1977, Interstate Brick Corporation provided to the Utah State Department of Natural Resources Division of Oil, Gas, and Mining ("DOGM") a Notice of Intention to Commence Large Mining Operation ("NOI"). Such NOI resulted in the issuance of the Large Mine Permit, which remains active today. All rights and obligations associated with the Large Mine Permit have been assigned to the Operator by that certain letter from DOGM dated July 25th, 2023.

DECLARATION:

Pursuant to Utah Code Section 17-41-501, the undersigned Operator and landowners hereby provide notice of the vested mining use on the Property.

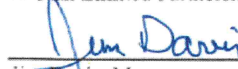
Dated this 2 day of August, 2024.

OPERATOR:
CMC ROCK, LLC,
A Utah Limited Liability Company



Samuel Cusick, Manager

LAND OWNER:
Waldo Co South, LP,
A Utah Limited Partnership



Jim Davis, Manager

Director Sarah Carroll

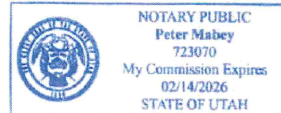
Page 4

ENT 51817-2024 PG 2 of 3

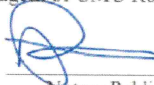
STATE OF UTAH)

: SS.

COUNTY OF UTAH)



On the 2 day of ^{August}~~June~~, 2024, personally appeared before me Samuel Cusick, who duly acknowledged to me that he executed this instrument as an authorized agent of CMC Rock, LLC, and on behalf of such company.

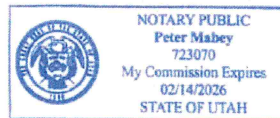


Notary Public


STATE OF UTAH)

: SS.

COUNTY OF UTAH)



On the 2 day of ^{August}~~June~~, 2024, personally appeared before me Jim Davis, who duly acknowledged to me that he executed this instrument as a manager of Waldo CO South, LP, on behalf of such company.



Notary Public

Director Sarah Carroll

Page 5

ENT 51817:2024 PG 3 of 3

EXHIBIT "A" LEGAL
DESCRIPTION

That certain real property located in Utah County, and legally described as follows:

Utah County Parcel 59:087:0001

Lots 1, 5, 6, 7 and 8 of Section 13, Township 7 South, Range 1 West, Salt Lake Base and Meridian.
Area. 231.17 Acres

CMC Jim Gay Mine

Vesting Mining Rights Summary

Saratoga Springs City, Utah

October 15, 2024

CMC is the “Mine Operator” of Jim Gay

- Utah Code: 17-41-101 (13)
 - Mine operator means.... “a successor....that
 - owns, controls, or manages a mining use under a large mine permit issued by the division (DOGM); and...
 - has produced commercial quantities of a mineral deposit from the mining use”
 - Only a “Mine Operator” as defined in (13) holds the Vested Mining Rights and the right to expand the Vested Mining Rights

DOGM approval of CMC



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Department of Natural Resources
Division of Oil, Gas and Mining

JOEL PERRY
Executive Director

JOHN R. BAZA
Division Director

July 25, 2023

Certified Return Receipt
7022 0410 0001 6029 4251

Sam Cusick
CMC Rock, LLC
8777 South Redwood Road
Suite 250
West Jordan, Utah 84088

Subject: Final Approval of Permit Transfer, CMC Rock LLC, Jim Gay Mine, M/049/0005, Task # 22164, Utah County, Utah

Dear Mr. Cusick:

The Division of Oil, Gas and Mining (Division) approves the transfer of the Jim Gay Mine; file number M/049/0005, from Pabco Clay Products, LLC DBA Interstate Brick Company. On June 30, 2023, the Division received the replacement surety of \$ 212,986.86. The reclamation sureties are to ensure reclamation of approximately 89 acres of mine until December 2023.

The Division understands that you will be working on revising the current mine plan and are working with the BLM to establish a new sales contract. The Division also understands that your adjacent operation S/049/0234 for 20 acres will be incorporated into this permit. You may reclaim areas to reduce reclamation liability.

Copies of the approved NOI, Surety, and reclamation contract are enclosed. You are now solely responsible for conducting mining and reclamation operations as outlined in the approved NOI. Pabco Clay Products, LLC DBA Interstate Brick Company is hereby released from any further reclamation liability under this permit.

Page 2 of 2
CMC Rock LLC
M/049/0005
July 25, 2023

Thank you for your patience in completing this permit transfer. Please refer to file M/049/0005 in any correspondence regarding this operation. If you have questions regarding this letter, please contact the Division if you have any questions regarding this approval.

Sincerely,

Wayne Western
Minerals Program Manager

WHW:css:pb

Enclosed: Approved Pages, copy of surety and reclamation contract

cc: Todd Cusick – CMC Rock (todd@cmrock.com), Sam Cusick – CMC Rock (samc@cmrock.com), Bryson Hinkins (hinkinite@gmail.com), Jorge Mendoza (jorge.mendoza@interstatebrick.com), Travis DuVall (Travis.DuVall@interstatebrick.com), Frankie Delliskave (Frankie.Delliskave@interstatebrick.com), Greg Stevenson (greg.stevenson@basalite.com), Todd Marks (tmarks@blm.gov), Michael Kove (mkove@blm.gov), Keyra Fernand (kfernand@blm.gov), U-07780 Utah County Zoning (mariep@utahcounty.gov),
P:\GROUPS\MINERALS\WP\M049-Utah\M0490005-JimGayMine\Final\TRN-22164-07252023.doc



Jim Gay mine history

- 1940-1960: Western Fire & Clay, Geneva Steel
- 1960-2023: Interstate Brick, PABCO, Ashgrove Cement
- 1977: Large Mine Permit under Interstate Brick with DOGM
- 2023: Large Mine Permit transferred to CMC

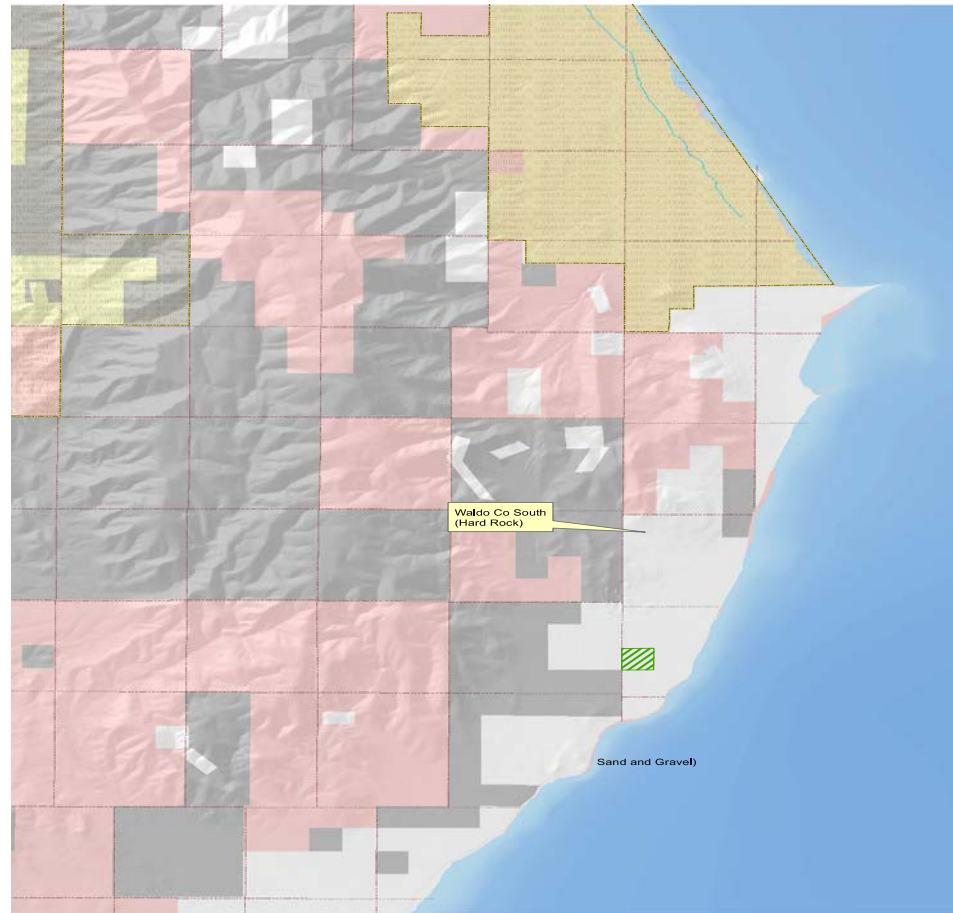
Right of Mine Operator to expand to:

- Utah Code 17-41-502 (1) (b)
 - “New land....related in mineralization....mineral trend... or is a geologic offshoot”
 - 2004, Hurlow, Utah Geological Survey
 - June 1951, Bullock, University of Utah
 - December 1948, Crawford & Buranek, University of Utah

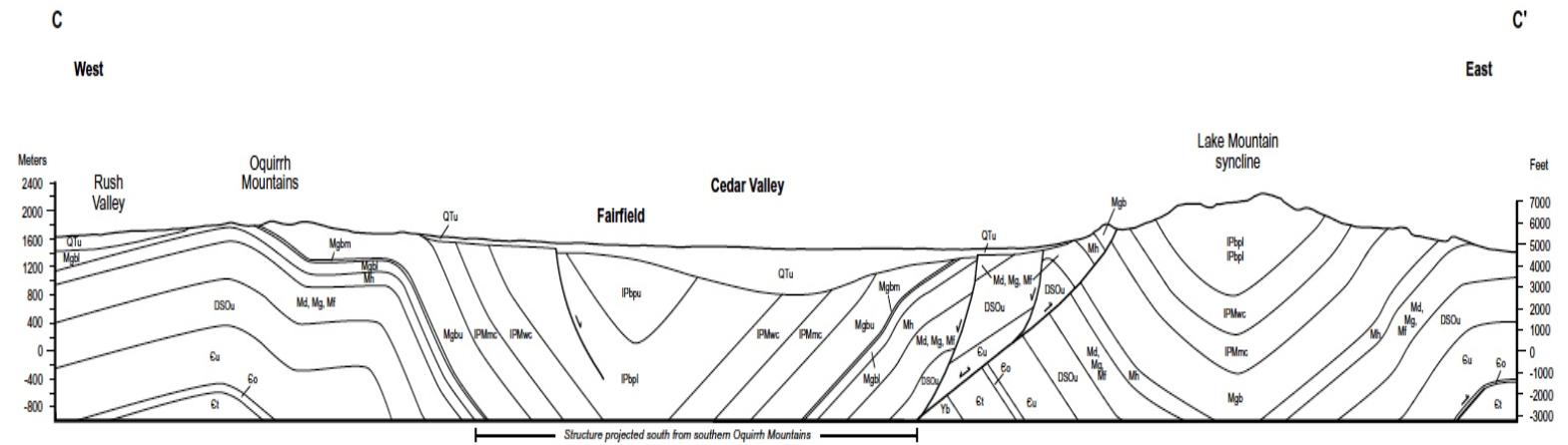
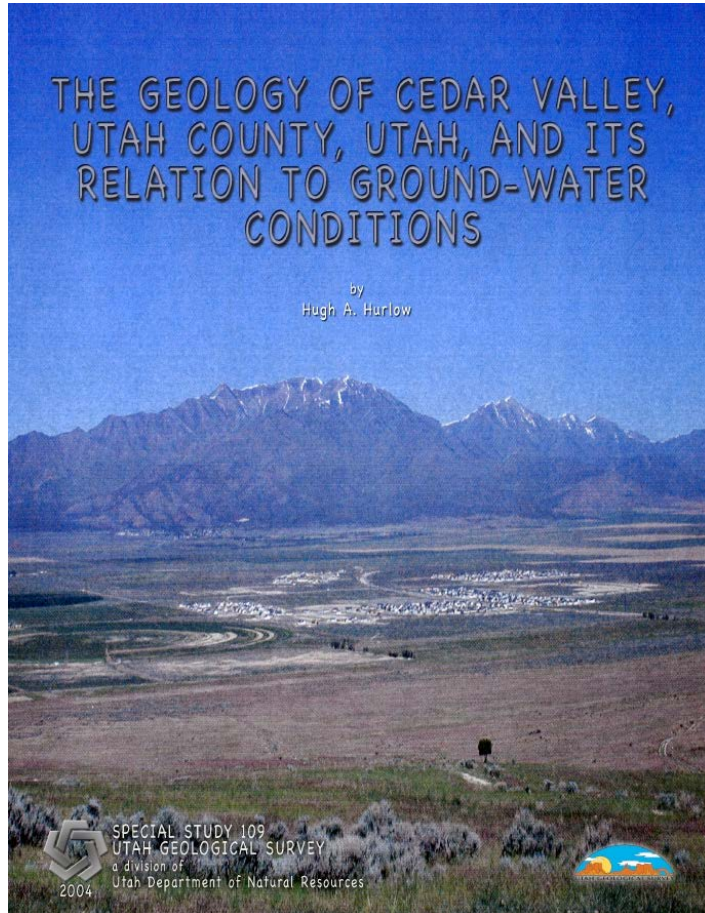
DNR, Utah Interactive Geologic Map

<https://geology.utah.gov/apps/intgeomap/?view=scene&scale=222649&zoom=11.38&lat=40.32252&lng=-112.04345&layers=500k%2C100k&tilt=1&heading=1&elev=85044&exag=2.5&base=ustopo>

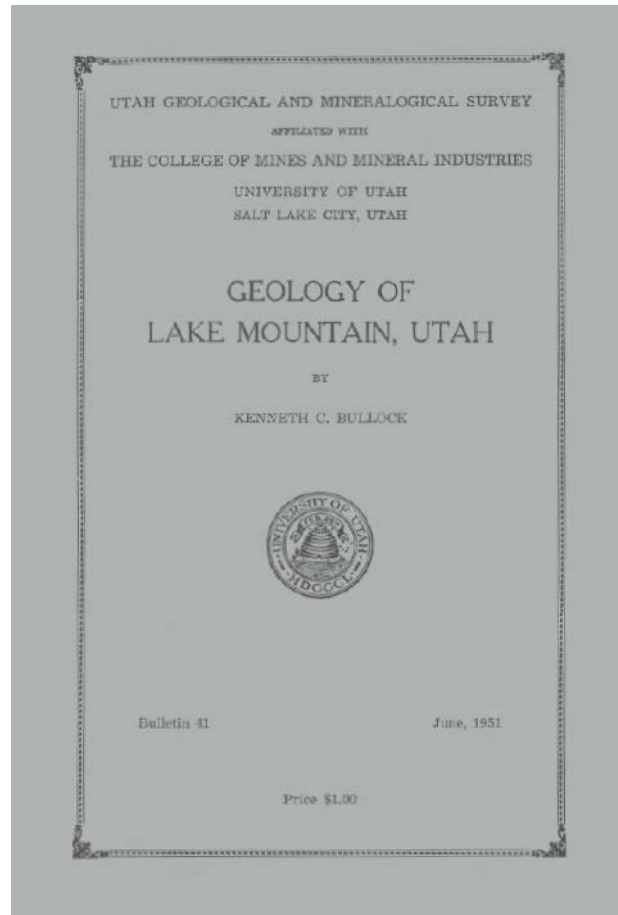
Jim Gay: Waldo lease area



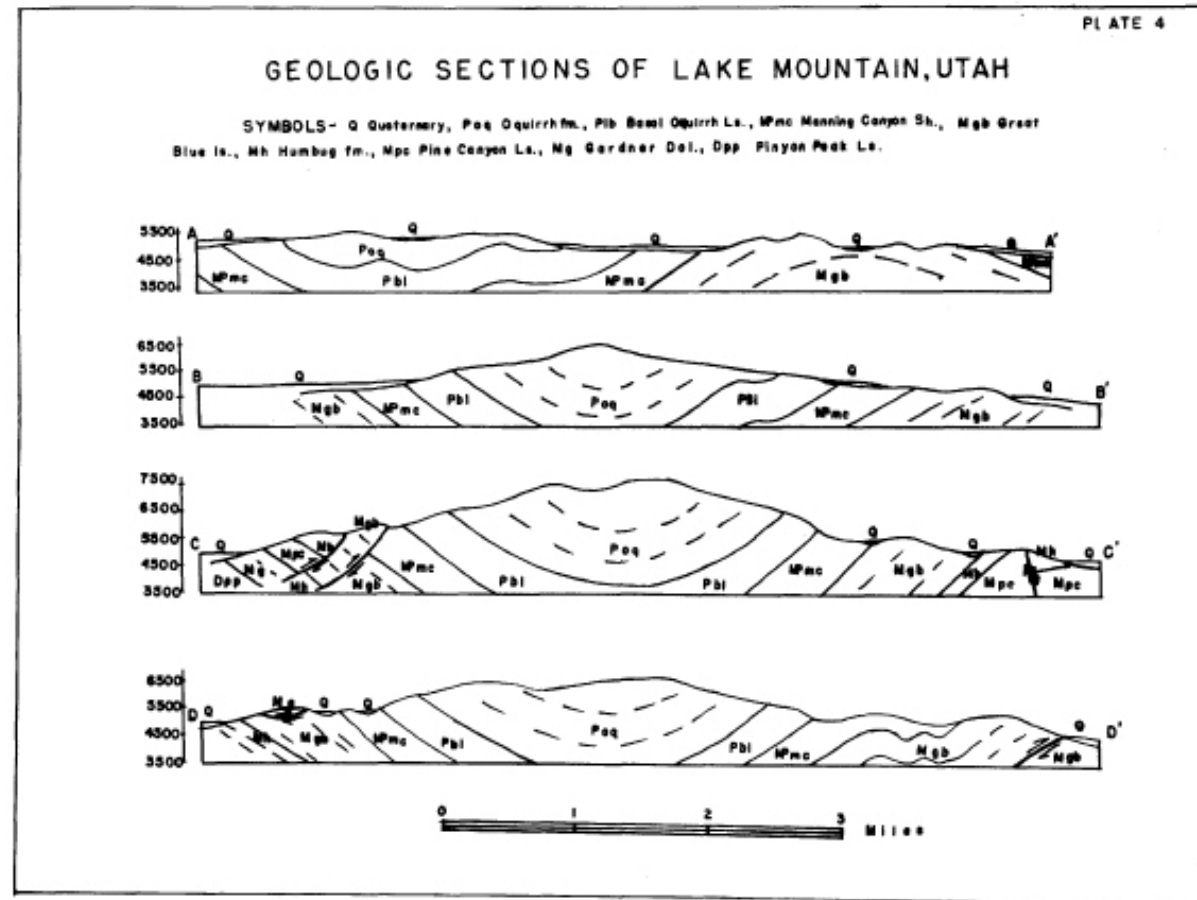
Hurlow: 2004, Utah Geological Survey, DNR



Bullock



- 24 -



Crawford & Buranek

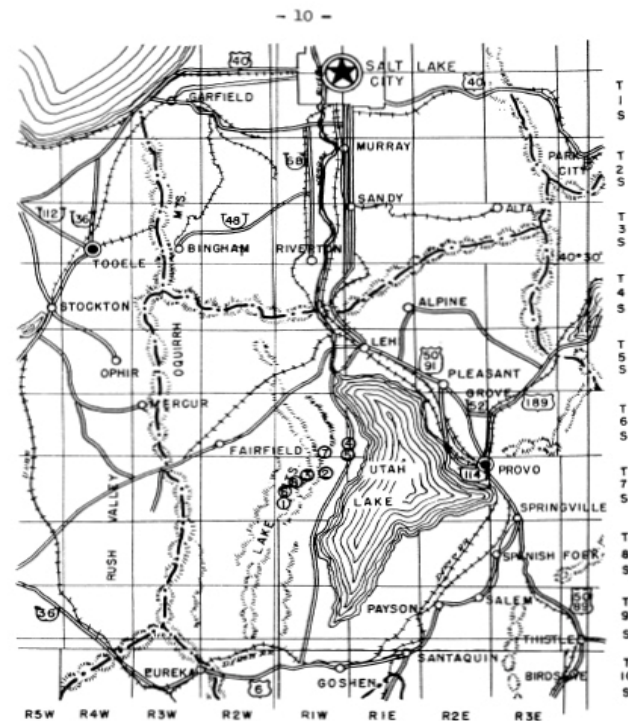
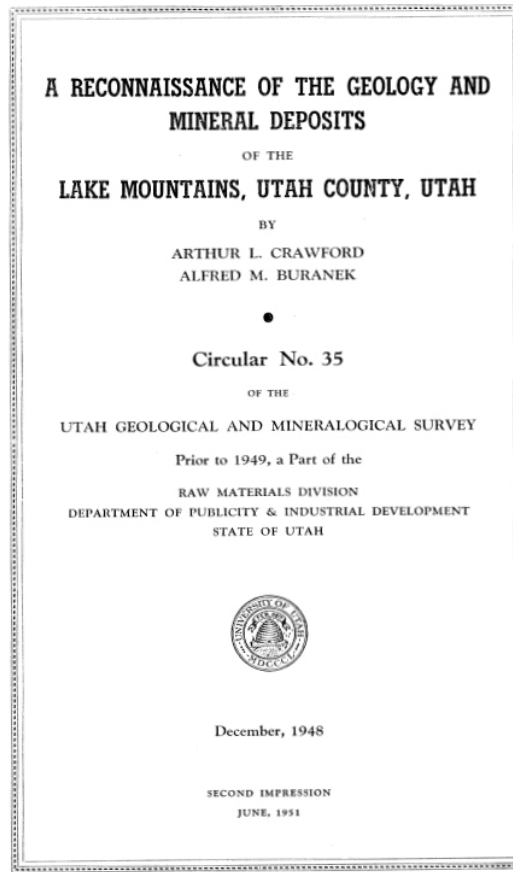


Fig. 2 Map of the Lake Mountains and Adjacent Areas, Utah, showing Mineral Deposits Described.

(1) Fox Clay Deposits; (2) Western Fire Clay Co. Deposits; (3) Wild Cat and Black Hawk Manganese Deposits; (4) Roger Cedarstrom Calcite Deposit; (5) Lakeside Lime and Stone Deposit; (6) Wm. H. Prince and Sons Block Co. Inc. Pumice Deposit; (7) Pelican Point Limonite Deposit; and (8) Onyx-marble Deposits.

CLAY ANALYSES
WESTERN FIRE CLAY COMPANY
CRISMON & NICHOLS -- ANALYSTS

	No.	SiO ₂	Fe ₂ O ₃	Al ₂ O ₃	CaO	MgO	MnO ₂	K ₂ O	Na ₂ O	P ₂ O ₅	V ₂ O ₅	TiO ₂	SO ₃	CO ₂	% Calci- nation ium & Stron- less	Qualitative test for Bar- ium & Stron- tium shows
Jack Rabbit	(1)	61.7%	2.12	27.50	0.40	0.22						0.17				
Jack Rabbit	(2)	36.86	7.88	17.08	15.43	1.59						0.38				
Jack Rabbit	(3)	44.40	14.64	24.01	2.62	0.32						0.66				
Jack Rabbit	(4)	50.38	4.84	27.91	0.61	0.24						0.79				
Jack Rabbit	(5)	49.40	7.12	21.93	1.40	0.10	0.46	0.61	1.27	0.77	0.22	0.81	3.17	2.00	10.68	None
Jack Rabbit	(6)	53.80	4.94	18.29	2.20	0.30	0.38	0.71	2.41	2.19	0.34	0.67	0.37	1.66	11.70	None
Buck	(7)	54.28	4.31	25.35	0.48	0.03	0.23	0.56	2.20	0.54	0.16	0.70	0.14	2.80	7.64	None
Overcross	(8)	55.84	6.71	21.83	1.48	0.26	0.46	0.41	2.91	0.38	0.11	0.75	0.14	1.32	7.36	None

- (1) White clay veinlets in shipping clay - Jack Rabbit claim.
(2) 5' clay on footwall - Jack Rabbit claim. (See Fig. 3.)
(3) 5' to 9' off footwall (4' iron-stained impure clay) - Jack Rabbit claim. (See Fig. 3.)
(4) - - - Jack Rabbit claim.
(5) Shipping clay from face 200 ft. underground - 300 ft. in from portal - Jack Rabbit claim.
(6) Vanadium test on black shales and qualitative test for phosphate - Jack Rabbit claim.
(7) Composite sample of clay shale 21' in width - Buck claim.
(8) Approximately 200' composite sample from surface (bulldozer) trench - Overcross claim.

2022 CMC Alumina production for Ashgrove

8/10/2022 2:14:29 PM

PANalytical
Results on-line

Measurement

Type:	Routine
Archive:	SHALE 22
Application:	Shale 22
Sample:	CMC CLAY
Sum (%):	90.3363
Init weight:	5 g
Final weight:	6 g
Flux weight:	1 g
Density:	2.269091 g/cm3

LoI
9.72

Compound	Value	Unit	Status
SiO2	50.278	%	
Al2O3	23.000	%	
Fe2O3	9.668	%	
CaO	1.690	%	
MgO	1.144	%	
SO3	0.200	%	
Na2O	0.742	%	
K2O	1.244	%	
TiO2	2.016	%	
P2O5	0.145	%	
Mn2O3	0.167	%	
SrO	0.042	%	
Sum Of Conc.	90.336	%	

8/10/2022 2:08:20 PM

PANalytical
Results on-line

Measurement

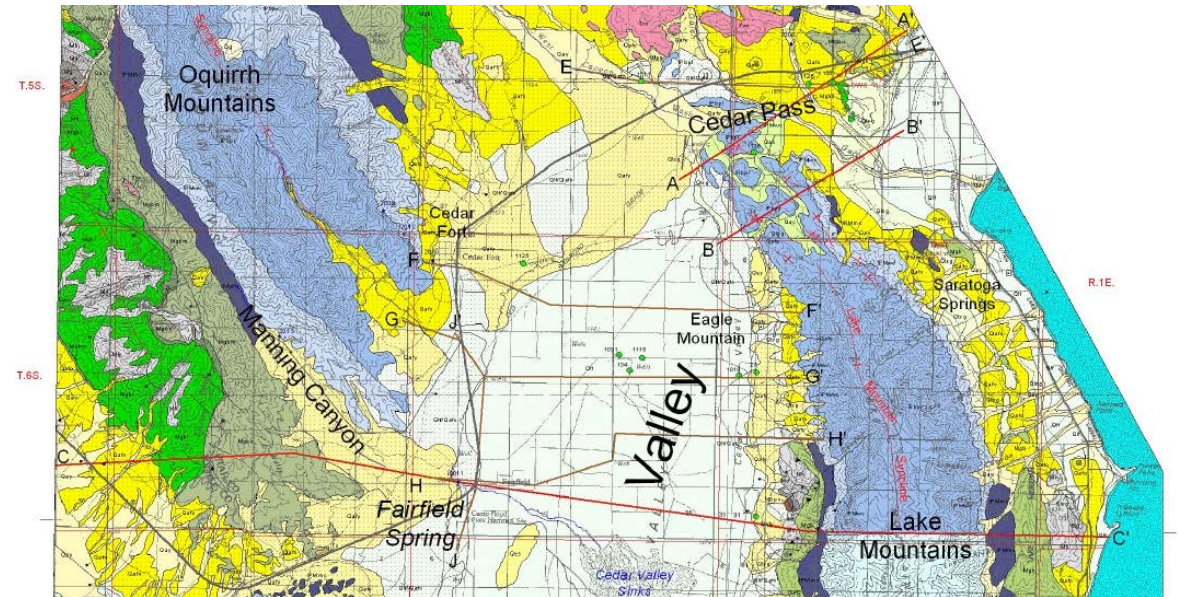
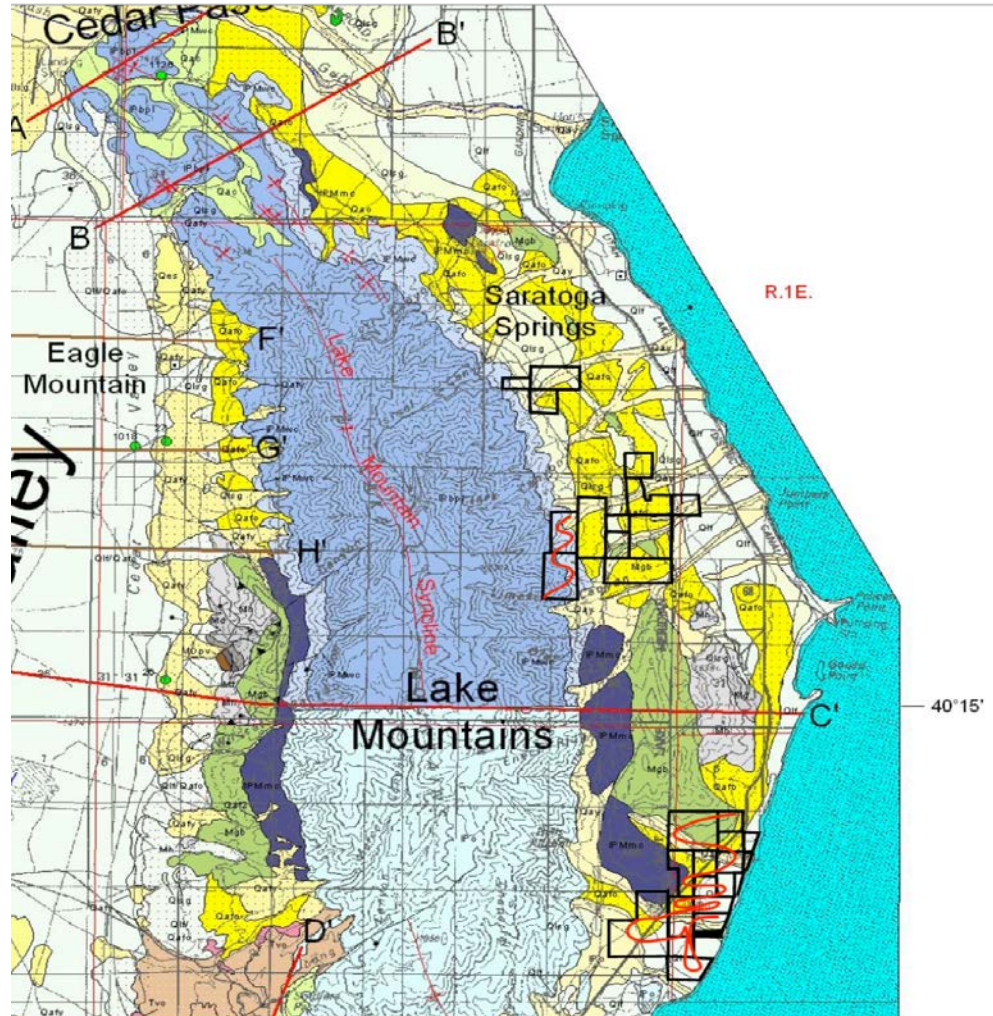
Type:	Routine
Archive:	Shale 22
Application:	Shale 22
Sample:	CMC BLACK
Sum (%):	93.4844
Init weight:	5 g
Final weight:	6 g
Flux weight:	1 g
Density:	2.269091 g/cm3

LoI
10.90

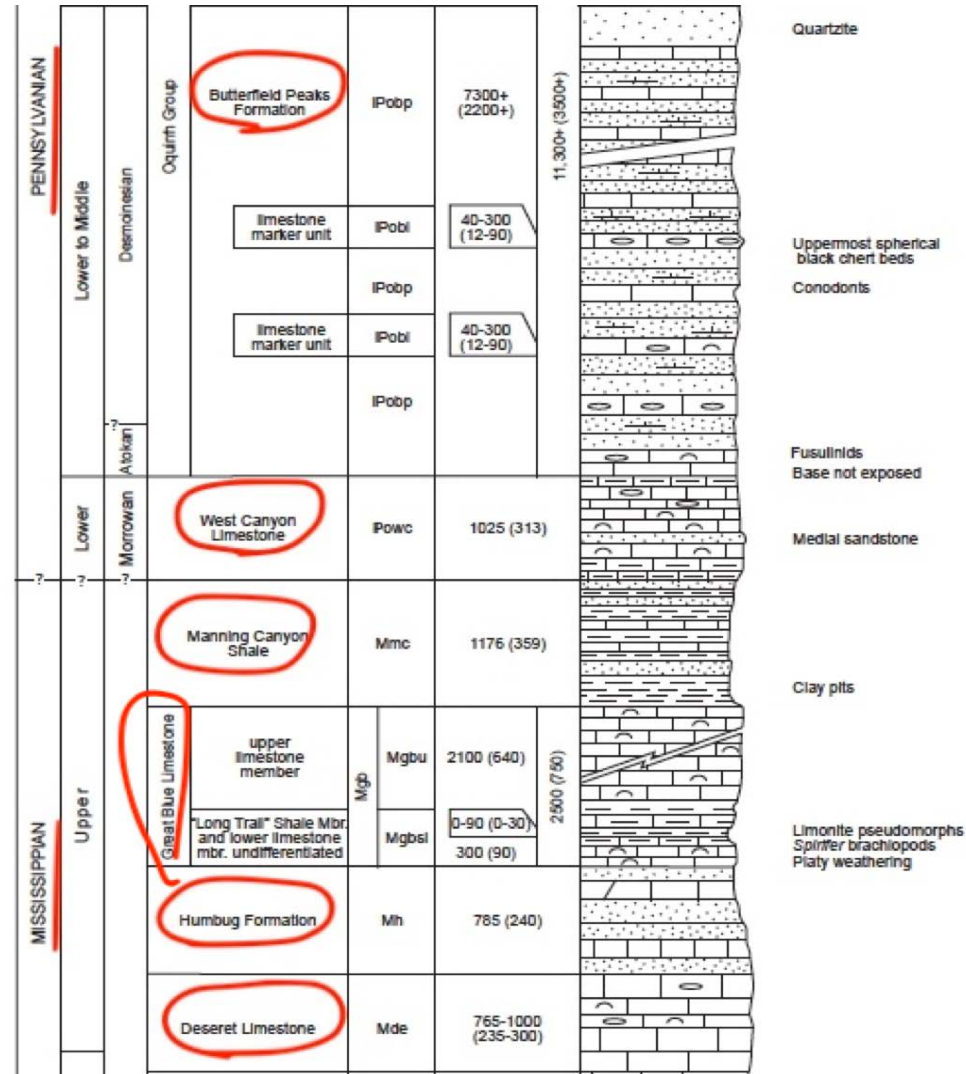
Compound	Value	Unit	Status
SiO2	51.602	%	
Al2O3	25.884	%	
Fe2O3	7.573	%	
CaO	0.268	%	
MgO	1.518	%	
SO3	2.408	%	
Na2O	0.710	%	
K2O	1.298	%	
TiO2	2.023	%	
P2O5	0.113	%	
Mn2O3	0.047	%	
SrO	0.039	%	
Sum Of Conc.	93.484	%	

Page 1

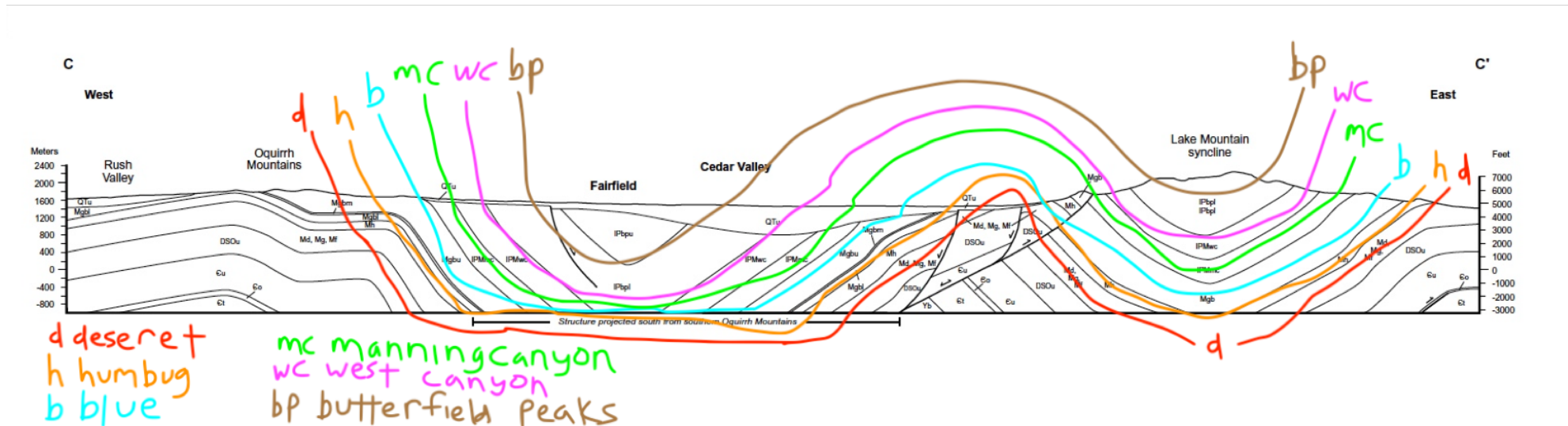
Hurlow: Cross sections B-B' and C-C'



Formations of interest (Hurlow 2004)



Hurlow, 2004 cross section C-C'



Cross Section B-B'

