



# AGENDA – City Council Meeting

Mayor Jim Miller

Mayor Pro Tempore Audrey Barton

Council Member Christopher Carn

Council Member Michael McOmber

Council Member Lance Wadman

Council Member Stephen Willden

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## CITY OF SARATOGA SPRINGS

**Tuesday, May 6, 2025 - 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. Recognition: UCMA presentation of Emerging Leader Award to Assistant City Manager Owen Jackson.
5. Public Input – *Time for Public Input is limited to no more than 15 minutes total. This time has been set aside for the public to express ideas, concerns, and comments for subject matter not listed as public hearing on the agenda.*

### REPORTS

1. Mayor.
2. City Council.
3. Administration.
4. Department Reports: Police, Fire/EMS, Finance (3<sup>rd</sup> Qtr.).
5. Civic Events Update on Splash and Summer Events.

### CONSENT ITEMS

*The Council may approve these items without discussion or public comment and may remove an item to the Business Items for discussion and consideration.*

1. SenaWave Communications Fiber Internet Franchise Agreement. Ordinance 25-30 (05-06-25).
2. Bid award for Spring 2025 Pavement Preservation. Resolution R25-23 (05-06-25).
3. Bid award for Waterwise Landscaping Project. Resolution R25-24 (05-06-25).
4. Approval of Minutes: April 18, 2025 & April 22, 2025.

### PUBLIC HEARINGS

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

1. Fiscal Year 2025-2026 Final Budget and Pay Plan; No Tax Increase; Ordinance 25-32 (05-06-25).

### RECESS OF CITY COUNCIL MEETING

*The City Council will temporarily recess in order to convene the CDRA and LBA meetings. The Council Meeting will reconvene following those adjournments.*

**SARATOGA SPRINGS COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) MEETING** – See separate agenda. <https://www.saratogasprings-ut.gov/agendacenter>

**SARATOGA SPRINGS LOCAL BUILDING AUTHORITY (LBA) MEETING** – See separate agenda. <https://www.saratogasprings-ut.gov/agendacenter>

## **Reconvene City Council Meeting**

### **BUSINESS ITEMS**

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

1. Consolidated Fee Schedule Update – Candidate filing fee. Ordinance 25-33 (05-06-25).
2. Steel Ridge Plaza Lot 7 Site Plan Amendment. Located 357 E. Crossroads Blvd. Blake VanderStek, ESTAIT Construction LLC as applicant.
3. Rezone and Development Agreement for Skyline Properties. Located approximately 2472 N. Redwood Road. Robert Kunz – Skyline Properties as applicant. Ordinance 25-31 (05-06-25).

### **CLOSED SESSION**

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

### **ADJOURNMENT**

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

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

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



# Police Department

## May 2025



# SSPD Training and Special Events

## \* **Recent Police Department Training**

- FEB: SWAT Team Training: Live Fire Operations, Clearing Operations, Defensive Tactics
- MAR: Department Training: Live Fire Pistol and Rifle Qualifications/Drills, Less Lethal Options
- APR: Department Training: Emergency Medical Procedures, Department Update
- APR: SWAT Team Training: Live Fire Operations and School Clearing Operations

## \* **Recent Special Events/Community Activities**

- Annual Awards Luncheon
- Officer and Reserve Officer Recruitment
- Forensics Technician Recruitment
- Utah Police Chief's Conference
- Budget Meetings
- Spring Fling





# SSPD February 2025 Update

## **Citizen and Community Interaction**

The chief of police and assistant chief attended the Utah Police Chief's Conference. The police department's Neighborhood Outreach Coordinator posted numerous safety and informational posts on social media.

## **Major Case Update**

The department has been investigating a very complex double homicide. The latest investigative techniques have been applied. Numerous search warrants have been written and executed. A large number of interviews have been conducted. Numerous items have been sent to the County and State Labs for analysis and results on those items are still pending. We have been working this case closely with the Utah County Attorney's Office and hope to have a resolution to the case in the near future.

## **Employee Recruitment/Personnel**

The department continued the conduct of new officer testing & interviews and field training of new officers. The department also finalized recruitment for a part time Forensics technician position (replacement).

## **Training**

Department training includes subjects that prepare officers to deal with the highly challenging situations they face on the job on a daily basis. This included not just the procedural methodologies, but how to deal with these challenging situations from a mental wellness standpoint. The training has a focus on officer and citizen safety, less lethal methods, and approaches to minimize hazards.

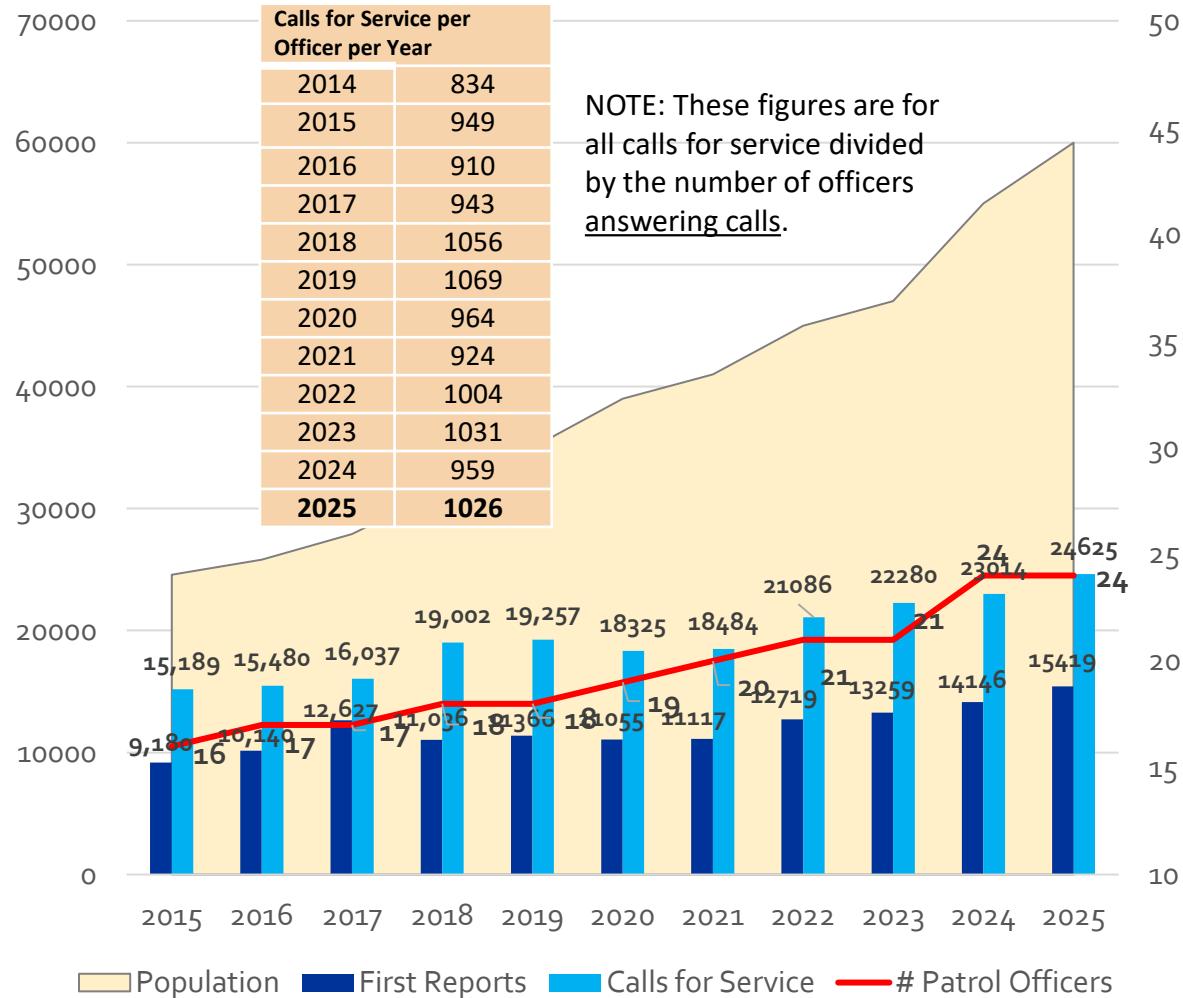


# SSPD - Work Load

<b>CALLS FOR SERVICE</b>			<u>Original Projection</u>
2014	13358	(14% Increase)	
2015	15189	(14% Increase)	
2016	15480	(2% Increase)	
2017	16037	(4% Increase)	
2018	19002	(19% Increase)	18352
2019	19257	(3% Increase)	19572
2020*	18325	(6% Decrease)	21529
2021	18484	(1% Increase)	21138
2022	21086	(14% Increase)	20147
2023	21650	(3% Increase)	22984
2024	23014	(7% Increase)	23382
2025	24625	(7% Projected)	24625

**11 year average: 7% increase in calls per year. \* COVID also provided an "anomaly year".**

<b>INCIDENTS w/FIRST REPORTS</b>		
2014	7050	(13% Increase)
2015	9180	(30% Increase)
2016	10140	(10% Increase)
2017	12627	(26% Increase)
2018	11036	(12% Decrease)
2019	11366	(3% Increase)
2020	11055	(2% Decrease)
2021	11117	(1% Increase)
2022	12719	(15% Increase)
2023	13023	(3% Increase)
2024	14146	(9% Increase)
2025	15419	(9% Projected)





# SSPD Areas of Focus and “Truths”

## **Police Department Areas of Focus:**

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

## **Police Department “Truths”**

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



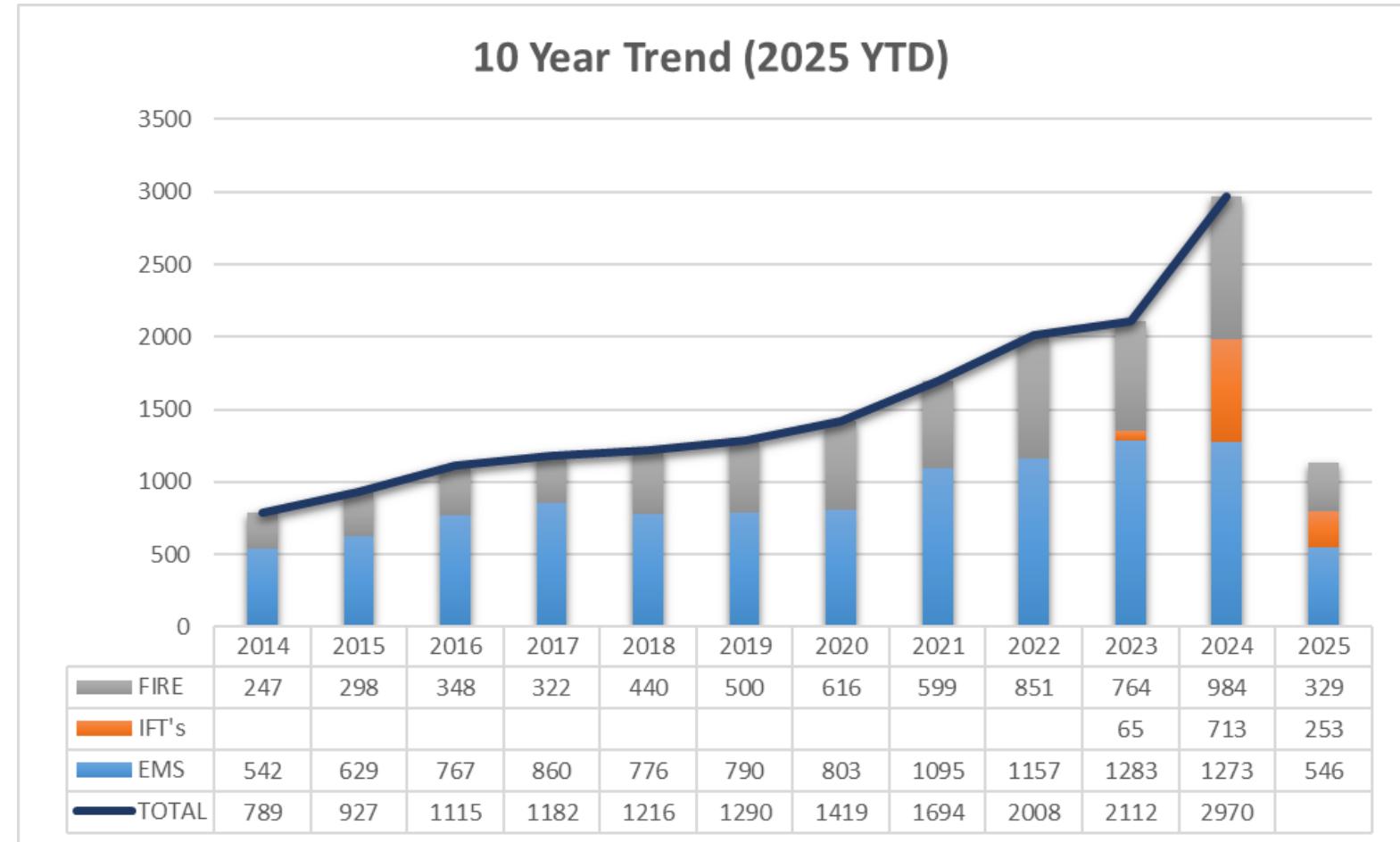
Fire & Rescue May  
2025



# 2025 YTD Run Trends

## Notes

- 12% YTD increase in total run volume compared to this time last year
- 2.25 IFT's per day YTD average for 2025





# Highlights

- Engine deployed in January to assist California with wildfires
- New wildfire tender nearing completion with delivery in May
- South station work is nearing completion. Landscaping work will be ongoing through May
- Ambulance remount completed
- Hazard mitigation plan and strategic planning are ongoing
- Seasonal wildfire and water rescue training will be conducted during April and May





# Looking Forward

Captain Blaine Coombs will be retiring (May 15<sup>th</sup>) after 18 years of work with the City of Saratoga Springs. Captain Coombs has been instrumental in maintaining our fleet of fire trucks and ambulances. He has also helped build one of the most well respected wildland firefighting programs. His contributions are many and he'll be missed. We wish him all the best in his future endeavors.





# Questions?



## CITY COUNCIL STAFF REPORT

Author: Chelese Rawlings, Finance Manager  
Subject: Third Quarter FY 2025 Budget Financial Statements  
Date: May 6, 2025  
Type of Item: Informational

### Topic

Attached are the third quarter budget financial statements for the fiscal year 2024-25.

### Background

The Council adopted the budget on May 21, 2024. The attached reports show the actuals in comparison to the budget up to September 30, 2024.

### Analysis/Overview of the General Fund

Revenues in comparison to last year third quarter:

- Property Tax revenue collected is more by \$372,712.
- Sales tax revenue collection is more by over \$678,356.
- Franchise and energy taxes are more by \$119,456.
- Licenses and Permits are more by \$356,684.
- Collected \$1,290,599 more in charges for services.
- Collected approximately \$757,043 more in other revenue
- Overall, revenue is more by \$4,996,786.

Expenditures in comparison to last year third quarter:

- Total General Fund expenditures increased by \$4,235,595 in comparison to the prior year.  
The following table breaks out the disparity

Expenditures by Major Object	
Personnel	1,446,420
Materials, Supplies, and Services	804,897
Capital Outlay and Transfers	1,984,278



## Summary

The City of Saratoga Springs has two investment accounts: The Public Treasurers' Investment Fund (PTIF) which holds 89.2% of our investments and Moreton Investment Group which holds 10.8%. As of March 31, 2025 investments in the PTIF had a current yield of 4.42%, Moreton had a current yield of 4.27%.

The City of Saratoga Springs is under the 75 percent threshold of expenditures to date. The threshold is determined to be 75 percent because the third quarter reflects three quarters of our budget. In the General Fund, we are currently at 50.5 percent of budgeted expenses.

The revenues are under the 75 percent threshold, we are currently at 60.5 percent of budgeted revenues.

Due to the way our current general ledger structure is set up, the beginning fund balance is added as budgeted revenue to be included with the revenues currently received. These monies were collected in previous years and are being used in the current year to balance the budget for projects in which will now be using the funds. The current percentage of collected revenues not including fund balance for each fund is below:

Fund	Percentage of Total Revenue Collected w/out Fund Balance
<b>General Fund</b>	77.5%
<b>Zone 2 Water Improvement SID</b>	53.4%
<b>Storm Drain-Capital Proj Fund</b>	74.7%
<b>Parks - Capital Projects Fund</b>	88.3%
<b>Roads - Capital Projects Fund</b>	10.4%
<b>Public Safe-Capital Proj Fund</b>	21.6%
<b>Capital Projects Fund</b>	13.0%
<b>Debt Service Fund</b>	74.8%
<b>Street Lighting Fund</b>	151.1%
<b>Water Fund</b>	79.6%
<b>Sewer Fund</b>	95.0%
<b>Wastewater Capital Proj Fund</b>	47.8%
<b>Storm Drain Enterprise Fund</b>	78.9%
<b>Garbage Utility Fund</b>	64.9%
<b>Cul Water Capital Proj Fund</b>	24.9%
<b>Secondary Water Capital Proj Fund</b>	26.3%
<b>Water Rights Fund</b>	96.4%

### 3rd Quarter FY2025 Budget Analysis - General Fund

General Fund				
Account	YTD Actual	YTD Budget	% Variance	\$ Variance
<b>Revenue</b>				
TAX REVENUE	16,510,636	16,494,100	0.1%	(16,536)
LICENSES AND PERMITS	2,226,232	1,779,750	25.1%	(446,482)
INTERGOVERNMENTAL REVENUE	2,484,199	1,586,500	56.6%	(897,699)
CHARGES FOR SERVICES	5,166,333	4,404,900	17.3%	(761,433)
OTHER REVENUE	4,103,037	3,872,059	6.0%	(230,978)
ADMINISTRATIVE CHARGES	3,346,851	3,346,852	0.0%	1
CONTRIBUTIONS AND TRANSFERS	0	9,173,774	100.0%	9,173,774
<b>TOTAL REVENUE</b>	<b>33,837,288</b>	<b>31,484,160</b>	<b>7.5%</b>	<b>(2,353,128)</b>
<b>Expenditures</b>				
LEGISLATIVE DEPARTMENT	190,657	212,508	-10.3%	21,851
ADMINISTRATIVE DEPARTMENT	1,738,457	1,843,816	-5.7%	105,359
UTILITY BILLING DEPARTMENT	305,824	369,168	-17.2%	63,344
TREASURER DEPARTMENT	515,357	582,155	-11.5%	66,798
RECORDER DEPARTMENT	190,918	283,528	-32.7%	92,610
ATTORNEY DEPARTMENT	561,050	638,405	-12.1%	77,355
JUSTICE COURT DEPARTMENT	284,097	315,700	-10.0%	31,603
NON-DEPARTMENTAL	949,304	1,160,361	-18.2%	211,057
GENERAL GOV'T BLDGS & GROUNDS	256,142	323,598	-20.8%	67,456
PLANNING AND ZONING DEPARTMENT	792,808	1,024,833	-22.6%	232,025
COMMUNITY DEVELOPMENT	268,366	367,645	-27.0%	99,279
POLICE DEPARTMENT	4,940,461	5,569,613	-11.3%	629,152
POLICE DEPARTMENT - BLUFFDALE	1,810,902	2,111,915	-14.3%	301,013
FIRE DEPARTMENT	4,001,090	4,257,617	-6.0%	256,527
BUILDING INSPECTION	969,432	1,319,309	-26.5%	349,877
GRANT EXPENDITURES	50	53,438	-99.9%	53,388
STREETS DEPARTMENT	976,441	1,226,500	-20.4%	250,059
PUBLIC WORKS DEPARTMENT	730,515	751,257	-2.8%	20,742
ENGINEERING DEPARTMENT	630,667	683,403	-7.7%	52,736
INFORMATION TECHNOLOGY SERVICE	469,702	515,322	-8.9%	45,620
PUBLIC IMPROVEMENTS	441,588	594,846	-25.8%	153,258
PARKS & OPEN SPACES DEPT	1,515,310	2,207,791	-31.4%	692,481
RECREATION DEPARTMENT	756,522	959,148	-21.1%	202,626
PUBLIC RELATIONS & COMM OUTREACH	197,255	402,185	-51.0%	204,930
LIBRARY SERVICES	667,496	780,104	-14.4%	112,608
TRANSFERS	4,084,338	13,611,722	0.0%	9,527,384
<b>TOTAL EXPENSES</b>	<b>28,244,749</b>	<b>42,165,885</b>	<b>-33.0%</b>	<b>13,921,136</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>5,592,539</b>			<b>(5,592,539)</b>

**Revenue**

**Expenses**

### 3rd Quarter FY2025 Budget Analysis - Other Funds

All Other Funds			
Fund	YTD Actual Revenue	YTD Actual Expenses	YTD Net Revenue/(Expense)
ZONE 2 WATER IMPROVEMENT SID	83,810	78,526	5,284
STORM DRAIN-CAPITAL PROJ FUND	464,036	166,907	297,129
PARKS - CAPITAL PROJECTS FUND	2,381,861	2,597,550	(215,689)
ROADS - CAPITAL PROJECTS FUND	1,026,436	1,200,745	(174,309)
PUBLIC SAFE-CAPITAL PROJ FUND	697,665	1,246,094	(548,429)
CAPITAL PROJECTS FUND	3,413,324	4,205,300	(791,976)
DEBT SERVICE FUND	218,841	35,344	183,497
STREET LIGHTING FUND	869,023	238,409	630,614
WATER FUND	7,733,108	6,309,813	1,423,295
SEWER FUND	7,050,443	4,869,783	2,180,660
WASTEWATER CAPITAL PROJ FUND	861,364	476,246	385,118
STORM DRAIN UTILITY FUND	1,227,529	968,312	259,217
GARBAGE UTILITY FUND	2,315,007	2,118,460	196,547
CUL WATER CAPITAL PROJ FUND	2,235,937	4,003,412	(1,767,475)
2NDARY WATER CAPITAL PROJ FUND	1,102,058	3,375,784	(2,273,726)
WATER RIGHTS FUND	8,732,543	200,673	8,531,870

- 1) Parks Capital Projects Fund - Using Fund balance to pay for current projects
- 2) Roads Impact Fund - Using Fund balance to pay for current projects
- 3) Public Safety Impact Fund - Using Fund balance to pay for current projects
- 4) Capital Projects Fund - using fund balance to pay for current projects
- 5) Cul Water Capital Projects Fund - using fund balance and operations to pay for current projects
- 6) Secondary Water Capital Proj Fund - using fund balance and operations to pay for current projects

**City of Saratoga Springs KRI Analysis**

<b>2024-2025 (Q3)</b>					
Revenue Type	\$ Variance Prior Year (YTD)	% Variance Prior Year (YTD)	\$ Variance Multi-Year* (YTD)	% Variance Multi- Year* (YTD)	Comments
TAX REVENUE	\$ 1,426,025.21	9.5%	\$ 4,072,456.25	42.0%	Sales Tax and Property tax increased, also up when compared to multi year
Property Tax/Fee in Lieu	\$ 372,712.57	6.7%	\$ 1,255,131.99	26.7%	Increased Property Tax Collected when compared to last year and multi-year. A majority of our property tax is collected in the 2nd qtr of the FY.
Sales Tax	\$ 678,356.65	9.5%	\$ 2,662,466.56	51.3%	Increased sales tax collection, up when compared to previous and multi year
Franchise & Energy Tax	\$ 119,456.79	5.2%	\$ 685,353.03	39.7%	More energy tax collection compared to last fiscal year, up when compared to multi year.
LICENSES AND PERMITS	\$ 356,684.36	19.1%	\$ 332,684.56	17.6%	Building permits increased in comparison to last fiscal year and mulit-year for the third quarter.
INTERGOVERNMENTAL	\$ 680,533.27	38.7%	\$ 777,820.48	46.9%	Grant Revenue and Class C road funds are up compared to prior year and multi-year.
CHARGES FOR SERVICE	\$ 1,290,599.57	33.3%	\$ 993,547.31	23.8%	Increase in developmental fees collected mostly in plan checking fees and engineer's inspection fees.
Planning Fees	\$ 141,297.59	9.3%	\$ 102,899.32	6.6%	Planning fees are up compared to last fiscal year and in multi year comparison in all planning revenue categories.
Engineering Fees	\$ 831,239.55	110.4%	\$ 175,179.59	12.4%	More Engineer fees collected in comparison to 2nd qtr last fiscal year and a decrease for multi-year mainly in engineering inspection fees
Building Fees	\$ 2,145.97	10.8%	\$ (19,224.60)	-46.6%	The increase is due to more building activity than last year at this time, down when compared to multi year.
Other Charges	\$ 310,749.56	19.8%	\$ 815,882.86	76.8%	Other Charges are up from prior year due to receiving an increase in the Bluffdale Contract, as well as for multi-year.
OTHER REVENUE	\$ 757,043.93	22.3%	\$ 1,634,010.50	65.0%	Other Revenue increase is due to the Bluffdale Contract as well as Citations.

CITY OF SARATOGA SPRINGS  
FUND SUMMARY  
FOR THE 9 MONTHS ENDING MARCH 31, 2025

GENERAL FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<b>REVENUE</b>				
TAX REVENUE	16,510,636	23,563,000	7,052,364	70.1
LICENSES AND PERMITS	2,226,232	2,373,000	146,768	93.8
INTERGOVERNMENTAL REVENUE	2,484,199	2,234,507	( 249,692)	111.2
CHARGES FOR SERVICES	5,166,333	5,873,200	706,867	88.0
OTHER REVENUE	4,103,037	5,162,745	1,059,708	79.5
ADMINISTRATIVE CHARGES	3,346,851	4,462,469	1,115,618	75.0
CONTRIBUTIONS & TRANSFERS	0	12,231,698	12,231,698	.0
	<b>33,837,288</b>	<b>55,900,619</b>	<b>22,063,331</b>	<b>60.5</b>
<b>EXPENDITURES</b>				
LEGISLATIVE DEPARTMENT	190,657	236,120	45,463	80.8
ADMINISTRATIVE DEPARTMENT	1,738,457	2,458,421	719,965	70.7
UTILITY BILLING DEPARTMENT	305,824	492,224	186,400	62.1
TREASURER DEPARTMENT	515,357	684,888	169,531	75.3
RECORDER DEPARTMENT	169,783	285,537	115,754	59.5
ATTORNEY DEPARTMENT	561,050	851,206	290,156	65.9
JUSTICE COURT DEPARTMENT	284,097	420,933	136,836	67.5
NON-DEPARTMENTAL	949,304	1,365,130	415,826	69.5
GENERAL GOV'T BLDGS & GROUNDS	256,142	431,464	175,322	59.4
ELECTIONS DEPARTMENT	21,135	92,500	71,365	22.9
PLANNING AND ZONING DEPARTMENT	792,808	1,366,444	573,636	58.0
COMMUNITY DEVELOPMENT	268,366	490,193	221,827	54.8
POLICE DEPARTMENT	4,940,461	7,426,151	2,485,690	66.5
POLICE DEPARTMENT - BLUFFDALE	1,810,902	2,815,887	1,004,985	64.3
FIRE DEPARTMENT	4,001,090	5,676,822	1,675,732	70.5
BUILDING INSPECTION	969,432	1,759,079	789,647	55.1
GRANT EXPENDITURES	50	71,250	71,200	.1
STREETS DEPARTMENT	976,441	1,635,333	658,892	59.7
PUBLIC WORKS DEPARTMENT	730,515	1,001,676	271,161	72.9
ENGINEERING DEPARTMENT	630,667	911,204	280,537	69.2
INFORMATION TECHNOLOGY SERVICE	469,702	687,096	217,394	68.4
PUBLIC IMPROVEMENTS	441,588	793,128	351,540	55.7
PARKS & OPEN SPACES DEPT	1,515,310	2,943,721	1,428,411	51.5
RECREATION DEPARTMENT	756,522	1,278,864	522,342	59.2
PUBLIC REL & COMM OUTREACH	197,255	536,247	338,992	36.8
LIBRARY SERVICES	667,496	1,040,139	372,643	64.2
OTHER USES	0	10,074,142	10,074,142	.0
TRANSFERS	4,084,338	8,074,820	3,990,482	50.6
	<b>28,244,749</b>	<b>55,900,619</b>	<b>27,655,870</b>	<b>50.5</b>
	<b>5,592,539</b>	<b>0</b>	<b>( 5,592,539)</b>	<b>.0</b>

CITY OF SARATOGA SPRINGS  
FUND SUMMARY  
FOR THE 9 MONTHS ENDING MARCH 31, 2025

ZONE 2 WATER IMPROVEMENT SID

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<b>REVENUE</b>				
WATER SID REVENUE	74,713	140,000	65,287	53.4
INTEREST REVENUE	9,097	218,000	208,903	4.2
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	83,810	358,000	274,190	23.4
<b>EXPENDITURES</b>				
WATER SID EXPENSES	78,526	358,000	279,474	21.9
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	78,526	358,000	279,474	21.9
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	5,284	0	( 5,284)	.0
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CITY OF SARATOGA SPRINGS  
FUND SUMMARY  
FOR THE 9 MONTHS ENDING MARCH 31, 2025

STORM DRAIN-CAPITAL PROJ FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<b>REVENUE</b>				
INTERGOVERNMENTAL REVENUE	0	1,831,845	1,831,845	.0
CONTRIBUTIONS & OTHER SOURCES	0	1,000,000	1,000,000	.0
IMPACT FEES REVENUE	464,036	621,059	157,023	74.7
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	464,036	3,452,904	2,988,868	13.4
<b>EXPENDITURES</b>				
CAPITAL PROJECT EXPENDITURES	166,907	2,586,129	2,419,222	6.5
TRANSFERS AND OTHER USES	0	866,775	866,775	.0
	<hr/>	<hr/>	<hr/>	<hr/>
	166,907	3,452,904	3,285,997	4.8
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	297,130	0	( 297,130)	.0
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CITY OF SARATOGA SPRINGS  
FUND SUMMARY  
FOR THE 9 MONTHS ENDING MARCH 31, 2025

PARKS - CAPITAL PROJECTS FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<b>REVENUE</b>				
INTERGOVERNMENTAL REVENUE	0	8,243,637	8,243,637	.0
IMPACT FEES REVENUE	2,381,861	2,698,730	316,869	88.3
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	2,381,861	10,942,367	8,560,506	21.8
<b>EXPENDITURES</b>				
CAPITAL PROJECT EXPENDITURES	2,597,550	7,732,930	5,135,380	33.6
TRANSFERS AND OTHER USES	0	3,209,437	3,209,437	.0
	<hr/>	<hr/>	<hr/>	<hr/>
	2,597,550	10,942,367	8,344,817	23.7
	<hr/>	<hr/>	<hr/>	<hr/>
	( 215,689)	0	215,689	.0
	<hr/>	<hr/>	<hr/>	<hr/>

CITY OF SARATOGA SPRINGS  
FUND SUMMARY  
FOR THE 9 MONTHS ENDING MARCH 31, 2025

ROADS - CAPITAL PROJECTS FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<b>REVENUE</b>				
SOURCE 33	0	12,610,460	12,610,460	.0
IMPACT FEES REVENUE	1,026,436	9,865,858	8,839,422	10.4
	<hr/>	<hr/>	<hr/>	<hr/>
	1,026,436	22,476,318	21,449,882	4.6
<b>EXPENDITURES</b>				
CAPITAL PROJECT EXPENDITURES	1,200,745	17,153,408	15,952,663	7.0
TRANSFERS AND OTHER USES	0	3,322,910	3,322,910	.0
LOAN TO OTHER FUNDS	0	2,000,000	2,000,000	.0
	<hr/>	<hr/>	<hr/>	<hr/>
	1,200,745	22,476,318	21,275,573	5.3
	<hr/>	<hr/>	<hr/>	<hr/>
	( 174,309)	0	174,309	.0
	<hr/>	<hr/>	<hr/>	<hr/>

CITY OF SARATOGA SPRINGS  
 FUND SUMMARY  
 FOR THE 9 MONTHS ENDING MARCH 31, 2025

PUBLIC SAFE-CAPITAL PROJ FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<b>REVENUE</b>				
IMPACT FEES REVENUE	697,665	3,225,200	2,527,535	21.6
	697,665	3,225,200	2,527,535	21.6
<b>EXPENDITURES</b>				
CAPITAL PROJECT EXPENDITURES	1,246,094	3,225,200	1,979,106	38.6
	1,246,094	3,225,200	1,979,106	38.6
	( 548,428)	0	548,428	.0

CITY OF SARATOGA SPRINGS  
FUND SUMMARY  
FOR THE 9 MONTHS ENDING MARCH 31, 2025

CAPITAL PROJECTS FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<b>REVENUE</b>				
TRANSFERS AND OTHER SOURCES	2,187,148	16,880,000	14,692,852	13.0
CONTRIBUTIONS & OTHER REVENUE	1,226,176	17,746,400	16,520,224	6.9
	<hr/>	<hr/>	<hr/>	<hr/>
	3,413,324	34,626,400	31,213,076	9.9
<b>EXPENDITURES</b>				
CAPITAL PROJECT EXPENDITURES	4,205,300	20,092,650	15,887,350	20.9
TRANSFERS AND OTHER USES	0	14,533,750	14,533,750	.0
	<hr/>	<hr/>	<hr/>	<hr/>
	4,205,300	34,626,400	30,421,100	12.1
	<hr/>	<hr/>	<hr/>	<hr/>
	( 791,976)	0	791,976	.0
	<hr/>	<hr/>	<hr/>	<hr/>

CITY OF SARATOGA SPRINGS  
FUND SUMMARY  
FOR THE 9 MONTHS ENDING MARCH 31, 2025

DEBT SERVICE FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<b>REVENUE</b>				
ADMIN FEES	160,323	215,000	54,677	74.6
CONTRIBUTIONS AND TRANSFERS	58,518	78,000	19,482	75.0
	<hr/>	<hr/>	<hr/>	<hr/>
	218,841	293,000	74,159	74.7
<b>EXPENDITURES</b>				
DEBT SERVICE	35,344	293,000	257,656	12.1
	<hr/>	<hr/>	<hr/>	<hr/>
	35,344	293,000	257,656	12.1
	<hr/>	<hr/>	<hr/>	<hr/>
	183,497	0	( 183,497)	.0
	<hr/>	<hr/>	<hr/>	<hr/>

CITY OF SARATOGA SPRINGS  
FUND SUMMARY  
FOR THE 9 MONTHS ENDING MARCH 31, 2025

CDRA FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<b>REVENUE</b>				
SOURCE 38	1,775,820	1,775,820	0	100.0
	<hr/>	<hr/>	<hr/>	<hr/>
	1,775,820	1,775,820	0	100.0
<b>EXPENDITURES</b>				
DEPARTMENT 4000	896,650	1,775,820	879,170	50.5
	<hr/>	<hr/>	<hr/>	<hr/>
	896,650	1,775,820	879,170	50.5
	<hr/>	<hr/>	<hr/>	<hr/>
	879,170	0	( 879,170)	.0
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CITY OF SARATOGA SPRINGS  
FUND SUMMARY  
FOR THE 9 MONTHS ENDING MARCH 31, 2025

FUND 44

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<b>REVENUE</b>				
SOURCE 37	1,173,940	0	( 1,173,940)	.0
TRANSFERS FROM OTHER FUNDS	0	3,200,000	3,200,000	.0
SOURCE 39	0	37,090,090	37,090,090	.0
	<hr/>	<hr/>	<hr/>	<hr/>
	1,173,940	40,290,090	39,116,150	2.9
	<hr/>	<hr/>	<hr/>	<hr/>
<b>EXPENDITURES</b>				
GENERAL GOVERNMENT BUILDINGS	16,204,832	40,290,090	24,085,258	40.2
	<hr/>	<hr/>	<hr/>	<hr/>
	16,204,832	40,290,090	24,085,258	40.2
	<hr/>	<hr/>	<hr/>	<hr/>
	( 15,030,892)	0	15,030,892	.0
	<hr/>	<hr/>	<hr/>	<hr/>

CITY OF SARATOGA SPRINGS  
FUND SUMMARY  
FOR THE 9 MONTHS ENDING MARCH 31, 2025

STREET LIGHTING FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<b>REVENUE</b>				
STREET LIGHTING	817,306	541,000	( 276,306)	151.1
FUND BALANCE	51,716	151,600	99,884	34.1
	<hr/>	<hr/>	<hr/>	<hr/>
	869,023	692,600	( 176,423)	125.5
<b>EXPENDITURES</b>				
STREET LIGHTING	238,409	591,119	352,710	40.3
STREET LIGHTING	0	11,481	11,481	.0
DEPARTMENT 5500	0	90,000	90,000	.0
	<hr/>	<hr/>	<hr/>	<hr/>
	238,409	692,600	454,191	34.4
	<hr/>	<hr/>	<hr/>	<hr/>
	630,614	0	( 630,614)	.0
	<hr/>	<hr/>	<hr/>	<hr/>

CITY OF SARATOGA SPRINGS  
FUND SUMMARY  
FOR THE 9 MONTHS ENDING MARCH 31, 2025

WATER FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<b>REVENUE</b>				
UTILITY OPERATING REVENUE	7,733,108	9,710,000	1,976,892	79.6
WATER	0	1,925,812	1,925,812	.0
	<hr/>	<hr/>	<hr/>	<hr/>
	7,733,108	11,635,812	3,902,704	66.5
<b>EXPENDITURES</b>				
WATER OPERATIONS	3,525,573	5,055,272	1,529,699	69.7
SECONDARY WATER OPERATIONS	2,784,240	3,780,540	996,300	73.7
DEPRECIATION	0	2,800,000	2,800,000	.0
	<hr/>	<hr/>	<hr/>	<hr/>
	6,309,813	11,635,812	5,325,999	54.2
	<hr/>	<hr/>	<hr/>	<hr/>
	1,423,295	0	( 1,423,295)	.0
	<hr/>	<hr/>	<hr/>	<hr/>

CITY OF SARATOGA SPRINGS  
FUND SUMMARY  
FOR THE 9 MONTHS ENDING MARCH 31, 2025

SEWER FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<b>REVENUE</b>				
OPERATING & NON-OPERATING REV	7,050,443	7,420,000	369,557	95.0
CONTRIBUTIONS & TRANSFERS	0	133,200	133,200	.0
FUND BALANCE	0	997,829	997,829	.0
	<hr/>	<hr/>	<hr/>	<hr/>
	7,050,443	8,551,029	1,500,586	82.5
<b>EXPENDITURES</b>				
SEWER OPERATIONS	4,869,783	7,351,029	2,481,246	66.3
DEPRECIATION	0	1,200,000	1,200,000	.0
	<hr/>	<hr/>	<hr/>	<hr/>
	4,869,783	8,551,029	3,681,246	57.0
	<hr/>	<hr/>	<hr/>	<hr/>
	2,180,660	0	( 2,180,660)	.0
	<hr/>	<hr/>	<hr/>	<hr/>

CITY OF SARATOGA SPRINGS  
FUND SUMMARY  
FOR THE 9 MONTHS ENDING MARCH 31, 2025

WASTEWATER CAPITAL PROJ FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<b>REVENUE</b>				
SOURCE 33	21,067	0	( 21,067)	.0
IMPACT FEES REVENUE	840,298	1,758,700	918,402	47.8
	<hr/>	<hr/>	<hr/>	<hr/>
	861,364	1,758,700	897,336	49.0
<b>EXPENDITURES</b>				
CAPITAL PROJECT EXPENDITURES	476,246	860,000	383,754	55.4
TRANSFERS AND OTHER USES	0	498,700	498,700	.0
DEPRECIATION	0	400,000	400,000	.0
	<hr/>	<hr/>	<hr/>	<hr/>
	476,246	1,758,700	1,282,454	27.1
	<hr/>	<hr/>	<hr/>	<hr/>
	385,119	0	( 385,119)	.0
	<hr/>	<hr/>	<hr/>	<hr/>

CITY OF SARATOGA SPRINGS  
FUND SUMMARY  
FOR THE 9 MONTHS ENDING MARCH 31, 2025

STORM DRAIN ENTERPRISE FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<b>REVENUE</b>				
OPERATING REVENUE	1,103,964	1,400,000	296,036	78.9
CONTRIBUTIONS & OTHER SOURCES	123,565	1,186,393	1,062,828	10.4
	<hr/>	<hr/>	<hr/>	<hr/>
	1,227,529	2,586,393	1,358,864	47.5
	<hr/>	<hr/>	<hr/>	<hr/>
<b>EXPENDITURES</b>				
STORM DRAIN OPERATIONS	968,312	1,338,679	370,367	72.3
DEPRECIATION	0	1,200,000	1,200,000	.0
TRANSFERS AND OTHER USES	0	47,714	47,714	.0
	<hr/>	<hr/>	<hr/>	<hr/>
	968,312	2,586,393	1,618,081	37.4
	<hr/>	<hr/>	<hr/>	<hr/>
	259,217	0	( 259,217)	.0
	<hr/>	<hr/>	<hr/>	<hr/>

CITY OF SARATOGA SPRINGS  
FUND SUMMARY  
FOR THE 9 MONTHS ENDING MARCH 31, 2025

GARBAGE UTILITY FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<b>REVENUE</b>				
OPERATING REVENUE	2,271,053	3,500,000	1,228,947	64.9
INTEREST REVENUE	43,954	36,000	( 7,954)	122.1
	<hr/>	<hr/>	<hr/>	<hr/>
	2,315,007	3,536,000	1,220,993	65.5
<b>EXPENDITURES</b>				
GARBAGE OPERATIONS	2,118,460	3,515,520	1,397,060	60.3
TRANSFERS AND OTHER USES	0	20,480	20,480	.0
	<hr/>	<hr/>	<hr/>	<hr/>
	2,118,460	3,536,000	1,417,540	59.9
	<hr/>	<hr/>	<hr/>	<hr/>
	196,547	0	( 196,547)	.0
	<hr/>	<hr/>	<hr/>	<hr/>

CITY OF SARATOGA SPRINGS  
FUND SUMMARY  
FOR THE 9 MONTHS ENDING MARCH 31, 2025

CUL WATER CAPITAL PROJ FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<b>REVENUE</b>				
SOURCE 33	1,184	1,500,000	1,498,816	.1
CONNECTION FEES REVENUE	2,234,752	8,961,300	6,726,548	24.9
	<hr/>	<hr/>	<hr/>	<hr/>
	2,235,937	10,461,300	8,225,363	21.4
<b>EXPENDITURES</b>				
CAPITAL PROJECT EXPENDITURES	4,003,412	6,740,100	2,736,688	59.4
TRANSFERS AND OTHER USES	0	2,521,200	2,521,200	.0
DEPRECIATION/AMORTIZATION	0	1,200,000	1,200,000	.0
	<hr/>	<hr/>	<hr/>	<hr/>
	4,003,412	10,461,300	6,457,888	38.3
	<hr/>	<hr/>	<hr/>	<hr/>
	( 1,767,475)	0	1,767,475	.0
	<hr/>	<hr/>	<hr/>	<hr/>

CITY OF SARATOGA SPRINGS  
FUND SUMMARY  
FOR THE 9 MONTHS ENDING MARCH 31, 2025

2NDARY WATER CAPITAL PROJ FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<b>REVENUE</b>				
SOURCE 33	1,184	2,000,000	1,998,816	.1
CONNECTION FEES REVENUE	1,100,873	4,192,600	3,091,727	26.3
	<hr/>	<hr/>	<hr/>	<hr/>
	1,102,058	6,192,600	5,090,542	17.8
	<hr/>	<hr/>	<hr/>	<hr/>
<b>EXPENDITURES</b>				
CAPITAL PROJECT EXPENDITURES	3,375,784	4,389,900	1,014,116	76.9
TRANSFERS AND OTHER USES	0	602,700	602,700	.0
DEPRECIATION	0	1,200,000	1,200,000	.0
	<hr/>	<hr/>	<hr/>	<hr/>
	3,375,784	6,192,600	2,816,816	54.5
	<hr/>	<hr/>	<hr/>	<hr/>
	( 2,273,726)	0	2,273,726	.0
	<hr/>	<hr/>	<hr/>	<hr/>

CITY OF SARATOGA SPRINGS  
FUND SUMMARY  
FOR THE 9 MONTHS ENDING MARCH 31, 2025

WATER RIGHTS FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<b>REVENUE</b>				
WATER RIGHTS	8,237,826	8,550,000	312,174	96.4
INTEREST REVENUE	494,718	6,300,000	5,805,282	7.9
	<hr/>	<hr/>	<hr/>	<hr/>
	8,732,543	14,850,000	6,117,457	58.8
<b>EXPENDITURES</b>				
WATER RIGHTS EXPENSES	200,673	14,850,000	14,649,327	1.4
	<hr/>	<hr/>	<hr/>	<hr/>
	200,673	14,850,000	14,649,327	1.4
	<hr/>	<hr/>	<hr/>	<hr/>
	8,531,870	0	( 8,531,870)	.0
	<hr/>	<hr/>	<hr/>	<hr/>



CITY OF  
SARATOGA  
SPRINGS

# Civic Events



# Summer Events

## Summer Monday Fundays

Entertainment, Food Trucks & Farmer Market Highlights

June 2- Chalk, Walk & Boogie

June 16- Farmers Market opens

June 30- Salute to America

Aug 11- End of Summer luau

Other highlights- line & swing dancing, pop-up car show, talent show, Scales & Tales

Farmers market continues through Labor Day





# Summer Events

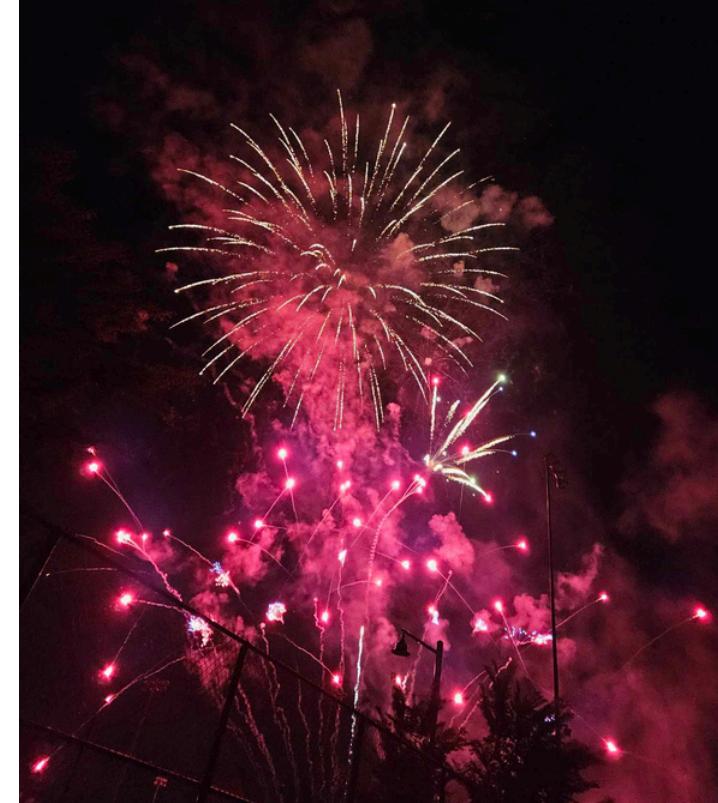
## Splash Days June 11-14

June 11- Kids & Teen events, carnival

June 12- Pirate & Princess Fair, boutique, carnival, food trucks

June 13- Boutique, carnival, food trucks, free concert, drone show

June 13- Parade, boutique, carnival, live entertainment, car show, pickleball tournament, fireworks





# Questions?



**FRANCHISE AGREEMENT BETWEEN THE CITY OF SARATOGA SPRINGS, UTAH  
AND VAIX INC DBA SENAWAVE COMMUNICATIONS, A LIMITED  
LIABILITY COMPANY**

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_, 2025, by and between the City of Saratoga Springs, Utah (hereinafter "City"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 1307 N. Commerce Drive, Suite 200, Saratoga Springs, Utah, and SenaWave Communications (hereinafter "Company"), a limited liability company, with its principal offices at: 2075 S Pioneer Rd. Ste B Salt Lake City, UT 84104.

**WITNESSETH:**

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

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

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

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

**ARTICLE 1  
FRANCHISE AGREEMENT AND ORDINANCE**

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

**1.2 Ordinance.** The City has adopted Ordinance No. 25-30 (05-06-25) ("Ordinance") granting Company the right to operate the Network in the City. Company acknowledges it has read the Ordinance and this Agreement and that it agrees to comply with all terms and provisions in the Ordinance and this Agreement.

**1.3 Grant of Franchise.** The Network services Franchise ("Franchise") provided hereby shall confer upon the Company the nonexclusive right, privilege, and franchise to install, lease, operate, repair, maintain, remove, and replace its Network on, over, and under the present and future public rights of way in the City in order to provide Services. Any Services provided that would be subject to

the Municipal Telecommunications License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410) must be charged at the appropriate, lawful rate.

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

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

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

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

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

## **ARTICLE 2 COMPANY CONSIDERATION**

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

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

For all wireline services other than telecommunications services under the Municipal Telecommunication License Tax, the Provider shall pay to the City a license fee of three and one-half percent (3.5%) of its Gross Receipts derived from such services provided within the City to compensate the City for use of its public rights-of-way, streets, and roads. Such fees shall terminate if the license fee charged for Company's services hereunder is expressly preempted in all material respects by a tax under new state or federal law on all of the same services provided by Company. "Gross Receipts" means revenue received for wireline services rendered except for amounts collected or paid as: a tax, fee or charge separately identified as a tax, fee or charge in the transaction with the customer for non-wireline services or interest, a fee, or a charge that is charged on a customer for failure to pay for service when payment is due. Non-wireline services shall be subject to Utah Code Chapter 54-21 and City Code Chapter 8.05 and require a separate agreement and permit as required.

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

## **ARTICLE 3 TERM AND RENEWAL**

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

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

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

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

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

(b) In addition, Company shall have the right to utilize any easements across private property granted to the City for utility purposes, provided the City's written permission, which shall be reasonably provided, is obtained in each case and the documents granting such easements to the City authorize such use. Company specifically understands and acknowledges that certain City easements and rights-of-way may be prescriptive in nature, and that nothing in this Franchise extends permission to use the easement or right-of-way beyond the extent that the City may have acquired, and such easements and rights-of-way may be subject to third party prior or after-acquired interests.

Company is cautioned to examine each individual easement and right-of-way and the legal arrangement between the City and adjacent property owners. The City assumes no duty or obligation to defend any interest in any easement or right-of-way and Company remains solely responsible to make any arrangements required as a result of other persons claiming an interest in the City easement or right-of-way.

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

(d) Conduits/underground facilities shall be buried at a minimum depth of 30 inches and "bury tape" identifying the utility shall be installed within 1 foot of finished grade, when possible. No trenches or otherwise uncovered areas shall be left open longer than necessary to complete the installation. All disturbed landscaping shall be replaced or repaired to the landowner's reasonable satisfaction as the same was before the removal or disturbance within ten (10) business days of receipt of notice from landowner (subject to force majeure event delays), except as otherwise provided by Utah state law. Damage to City pipelines resulting from installation or maintenance of the Network shall be reported immediately to the City Engineer and repaired immediately by qualified personnel. All work performed in City rights-of-way, roads, trails, parks, property, and improvements shall be done in compliance to the City's most recent standards and specifications not otherwise in material conflict with the rights and obligations of this Agreement.

**4.2 Company Duty to Relocate; Subordination to City Use.** Whenever the City, for any lawful public purpose, shall require the relocation or reinstallation of any of the Network of the Company or its successors or assigns in any of the streets, alleys, rights-of-way, or public property of the City, it shall be the obligation of the Company, upon notice of such requirement and written demand made of the Company, and within a reasonable time thereof, but not more than sixty (60) calendar days, weather permitting, to remove and relocate or reinstall such Network as may be reasonably necessary to meet the requirements of the City. Such relocation, removal, or reinstallation by the Company shall be at no cost to the City; provided, however, that the Company and its successors and assigns may maintain and operate such Network, with the necessary appurtenances, in the new location or locations without additional payment, if the new location is a public place. Notwithstanding the foregoing, the duty of the Company to install or relocate its lines underground shall be subject to the provisions of paragraph 4.4 below. Any money and all rights to reimbursement from the State of Utah or the federal government to which the Company may be entitled for work done by Company pursuant to this paragraph shall be the property of the Company. The City shall assign or otherwise transfer to the Company all rights the City may have to recover costs for such work performed by the Company and shall reasonably cooperate with the Company's efforts to obtain reimbursement. In the event the City has required the Company to relocate its Network to accommodate a private third party or third-party utility, the City shall use good faith to require such third party to pay the costs of relocation. Company may seek any and all legal and equitable means to obtain compensation from such private third party or third-party utility. Notwithstanding anything to the contrary herein, the Company's use of the right-of-way shall in all matters be subordinate to the City's use of the right-of-way for any public purpose. The City and Company shall coordinate the placement of their respective facilities and improvements in a manner which minimizes adverse impact on each other. Where placement is not

otherwise regulated, the Network shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by such public improvements.

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

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

**4.5 Repair of Damage.** If during the course of work on its Network, the Company causes damage to or unreasonably alters any Public Way, the Company (at its own cost and expense and in a manner approved by the City) shall promptly and completely restore such street, alley, right-of-way, sidewalk, utility, public improvement or other public property to its previous condition, in accordance with applicable City ordinances, policies, and regulations relating to repair work of similar character to the reasonable satisfaction of the City. Except in case of emergency, the Company, prior to commencing work in a Public Way, shall make application for a permit to perform such work from the City Engineer or other department or division designated by the City. Such permit shall not be unreasonably withheld, conditioned, or delayed. The Company shall abide by all reasonable regulations and requirements of the City for such work not otherwise in material conflict with the rights and obligations of this Agreement.

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

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

**4.8 Supervision by the City.**

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

**4.9 Company's Duty to Remove Its Network.**

a. Unless the Company elects to abandon the Network in accordance with paragraph 11.5 herein, the Company shall remove within a commercially reasonable period of time, at its own cost and expense, from any public property within the City, all or any part of the Network when one or more of the following conditions occur:

- (1) The Company ceases to operate all or substantially all of the Network for a continuous period of twelve months, and does not respond to written notice from the City within thirty days after receiving such notice following any such cessation, except when the cessation of service is a direct result of a natural or man-made disaster;
- (2) The Company fails to construct said Network as herein provided and does not respond to written notice from the City within thirty days after receiving such notice following any such failure;
- (3) The Franchise is terminated or revoked pursuant to notice and the terms of this Agreement as provided herein; or
- (4) The Franchise expires pursuant to this Agreement.

b. The removal of any or all of the Network by the Company that requires trenching or other opening of the City's streets shall be done only after the Company obtains prior written notice and approval from the City, which shall not be unreasonably withheld or delayed.

c. The Company shall receive notice, in writing from the City, setting forth one or more of the occurrences specified in Subparagraph 4.9 (a) above and shall have ninety (90) calendar days from the date upon which said notice is received, weather permitting, to remove or abandon such Network.

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

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

## **ARTICLE 5 POLICE POWERS**

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

## **ARTICLE 6 SEVERABILITY**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 8 – NOTICES**

**8.1 City Designee and Address.** The City Manager or his/her designee(s) shall serve as the City's representative regarding administration of this Agreement. Unless otherwise specified herein, all notices from the Company to the City pursuant to or concerning this Agreement, shall be delivered to the City's representative at 213 N. 900 E., Saratoga Springs, Utah 84045, or such other officer and address as the City may designate by written notice to the Company.

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

David Bradshaw  
2075 S Pioneer Dr ste B  
Salt Lake City, Utah  
84106

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

## **ARTICLE 9** **INSURANCE AND INDEMNIFICATION**

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

### **9.2 Company Indemnification of City.**

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

(b) The Company shall give prompt written notice to the City of any claim, demand, or lien that may be deemed by the Company likely to result in an imminent lawsuit against the City. If, in the City's reasonable judgment, a conflict of interest exists between the City and the Company with respect to any claim, demand, or lien, Company shall permit the City to assume the defense of such claim, demand, or lien, and Company shall provide for City's defense with counsel reasonably

satisfactory to the City. In such event, in addition to being reimbursed for any such judgment that may be rendered against the City which is subject to indemnification hereunder, together with all court costs incurred therein, the Company shall reimburse the City for all reasonable attorney's fees, as well as all reasonable expenses incurred by the City by reason of undertaking the defense of such suit or suits, whether such suit or suits are successfully defended, settled, compromised, or fully adjudicated against the City.

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

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

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

## **ARTICLE 10 REMEDIES**

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

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

**10.3 Force Majeure.** The Company shall not be held in default or noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages, or other events

reasonably beyond its ability to control, but the Company shall not be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure of the City to enforce prompt compliance. Nothing herein shall be construed as to imply that City waives any right, payment, or performance based on future legislation where said legislation impairs this contract in violation of the United States or Utah Constitutions.

## **ARTICLE 11** **TRANSFER OF FRANCHISE**

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

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

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

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

**11.4 Effect of Approval.** In the event of any approved assignment or transfer, the assignee or transferee shall assume all obligations and liabilities of Company, except an assignment or transfer shall not relieve the Company of its liabilities under the Agreement until the assignment actually takes place, or unless specifically relieved by federal, or state law, or unless specifically relieved by the City

Manager at the time an assignment or transfer is approved. Such a release also does not relieve the Company from liability incurred prior to said assignment or transfer.

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

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

## **ARTICLE 13** **GENERAL PROVISIONS**

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

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

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

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

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

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

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

*[Signature page follows]*

THE CITY OF SARATOGA SPRINGS, UTAH:

Date: \_\_\_\_\_

Jim Miller, Mayor

ATTEST:

Date: \_\_\_\_\_

## City Recorder

## COMPANY

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF UTAH }  
 } SS  
COUNTY OF \_\_\_\_\_ }

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

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## My Commission Expires:

[S E A L]

**ORDINANCE NO. 25-30 (05-06-25)**

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

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

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

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

**WHEREAS**, on the 6<sup>th</sup> day of May, 2025, the Saratoga Springs City Council (“City Council”) held a duly noticed public meeting to ascertain the pertinent facts regarding this matter, which facts are found in the meeting record; and

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

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

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

ADOPTED AND PASSED by the Governing Body of the City of Saratoga Springs, Utah, this 5th day of May, 2025.

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**





## **City Council Staff Report**

**Author: Jeremy Lapin, Public Works Director**

**Subject: Spring 2025 Road Maintenance Project**

**Date: May 6, 2025**

**Type of Item: Resolution**

**Description: Award of Contract**

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### **A. Topic:**

This item is for the approval of contracts for the 2025 Road Maintenance Projects.

### **B. Background:**

Public Works has utilized various reconditioning techniques to preserve and extend the life of City pavements. The City's engineering consultant, CMT Technical Services LLC, assessed the condition of the City's roadways and prepared construction drawings and project specifications. Bid documents were posted to Utah Public Procurement Place (Bonfire) and opened April 15, 2025.

### **C. Analysis:**

In accordance with State requirements that govern B and C road funds, this project was advertised for the 3-week minimum time period. A complete bid summary is attached within the Bid Acceptance Recommendation letter from CMT Technical Services LLC.

### **D. Fiscal Impact:**

The funding for this project has been previously appropriated by the City Council with the approval of FY2025 budget under GL#s 35-4000-744 and 10-4410-740.

### **E. Recommendation**

Staff recommends the City Council approve resolution R25-XX awarding the contract for the 2025 Road Maintenance Projects to Asphalt Preservation for Bid Schedules A, C, and D in the amount of \$216,199.00, and to American Pavement Preservation for Bid Schedule B in the amount of \$589,882.52.

April 29, 2025

Chris Klingel  
Assistant Public Works Director  
City of Saratoga Springs  
213 N 900 East  
Saratoga Springs, UT 84045

Re: 2025 Pavement Preservation Project – Bid Acceptance Recommendation

Chris,

We have reviewed the submitted bids and accompanying documentation for the 2025 Pavement Preservation Project. All bidders are local contractors with history in and around Saratoga Springs, are deemed compliant and considered reputable. The summary of bids is as follows:

Item	American Pavement Pres		Asphalt Preservation		Morgan Pavement	
	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Bid Schedule A - Crack Seal	\$	-	\$	30,030.00	\$	35,075.00
Bid Schedule B - Type II Slurry Seal	\$	589,882.52	\$	632,067.76	\$	657,660.26
Bid Schedule C - Microsurface Seal	\$	135,675.85	\$	131,289.00	\$	160,246.97
Bid Schedule D - Patching	\$	-	\$	54,880.00	\$	-

Submitted low bids for each schedule are highlighted in yellow, and review of the bid submittals and bid numbers has identified no discrepancies. All winning bids are within 10% or below of the Engineer's Estimate. ***Based on the review of the submitted documents and bid numbers, we are recommending that Saratoga Springs accept the following bids as submitted.***

Bid Schedules A, C and D: Asphalt Preservation at \$216,199.00

Bid Schedule B: American Pavement Preservation at \$589,882.52.00

The full bid tabulation is attached. Should you have any further questions, please feel free to contact us.

Sincerely,



Timothy Biel, M.S., P.E.  
Director, Technical Services  
CMT Technical Services

## Saratoga 2025 Pavement Preservation Bid Tabulation

Low Bid

Bid Date: August 13, 2024; 2:00 PM

Item #	Item	Unit	QTY	American Pavement Pres		Asphalt Preservation		Morgan Pavement	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A.1	Mobilization	Lump	1	\$ -	\$ -	\$ 2,725.00	\$ 2,725.00	\$ 3,100.00	\$ 3,100.00
A.2	Traffic Control	Lump	1	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
A.3	Pavement Crack Seal	TON	10.5	\$ -	\$ -	\$ 2,410.00	\$ 25,305.00	\$ 2,950.00	\$ 30,975.00
A Total	Bid Schedule A - Crack Seal			\$ -	\$ -	\$ 30,030.00		\$ 35,075.00	
B.1	Mobilization	Lump	1	\$ 9,800.00	\$ 9,800.00	\$ 36,500.00	\$ 36,500.00	\$ 10,000.00	\$ 10,000.00
B.2	Traffic Control	Lump	1	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00	\$ 8,000.00	\$ 8,000.00
B.3	Bituminous Type II Slurry Seal	SY	304815	\$ 1.48	\$ 451,126.20	\$ 1.52	\$ 463,318.80	\$ 1.69	\$ 514,911.79
B.4	Bituminous Type II Slurry Seal - Parking Lots	SY	73848	\$ 1.34	\$ 98,956.32	\$ 1.52	\$ 112,248.96	\$ 1.69	\$ 124,748.47
B Total	Bid Schedule B - Type II Slurry Seal			\$ 589,882.52		\$ 632,067.76		\$ 657,660.26	
C.1	Mobilization	Lump	1	\$ 10,500.00	\$ 10,500.00	\$ 7,500.00	\$ 7,500.00	\$ 3,600.00	\$ 3,600.00
C.2	Traffic Control	Lump	1	\$ 6,400.00	\$ 6,400.00	\$ 3,000.00	\$ 3,000.00	\$ 8,000.00	\$ 8,000.00
C.3	Microsurface Seal	SY	40263	\$ 2.95	\$ 118,775.85	\$ 3.00	\$ 120,789.00	\$ 3.69	\$ 148,646.97
C Total	Bid Schedule C - Microsurface Seal			\$ 135,675.85		\$ 131,289.00		\$ 160,246.97	
D.1	Mobilization	Lump	1	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -
D.2	Traffic Control	Lump	1	\$ -	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -
D.3	Patching	SF	8200	\$ -	\$ -	\$ 5.90	\$ 48,380.00	\$ -	\$ -
D Total	Bid Schedule D - Patching			\$ -	\$ -	\$ 54,880.00		\$ -	

**RESOLUTION NO. R25-23 (05-06-25)**

**A RESOLUTION APPROVING CONTRACTS WITH ASPHALT PRESERVATION AND AMERICAN PAVEMENT PRESERVATION FOR THE SPRING 2025 ROAD MAINTENANCE PROJECTS**

**WHEREAS**, the City Council of the City of Saratoga Springs has found it in the public's interest to obtain services from qualified contractors to provide services in accordance with the 2025 Road Maintenance Projects; and

**WHEREAS**, the City advertised a bid document on Bonfire for the 2025 Road Maintenance Projects in order to acquire services from qualified contractors; and

**WHEREAS**, the City's engineering consultant, CMT Technical Services L.L.C, provided an analysis of all quotations to determine the lowest responsible contractor, which was determined to be Asphalt Preservation for Bid Schedules A, C, and D and American Pavement Preservation for Bid Schedule B; and

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

**NOW THEREFORE, BE IT RESOLVED** by the governing body of the City of Saratoga Springs, Utah, that Bid Schedules A, C and D of the 2025 Road Maintenance Project are awarded to Asphalt Preservation in the amount of \$216,199.00 and Bid Schedule B of the 2025 Road Maintenance Project is awarded to American Pavement Preservation in the amount of \$589,882.52, and the City Manager is authorized to enter into these contracts accordingly. This resolution shall take effect immediately upon passage.

PASSED on the 6th of May, 2025

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

---

Jim Miller, Mayor

Attest: \_\_\_\_\_  
City Recorder



## **City Council Staff Report**

**Author: Jeremy D. Lapin, City Engineer**

**Subject: 2025 Waterwise Landscaping Project**

**Date: May 6, 2025**

**Type of Item: Resolution**

**Description: Award of Construction Contract**

---

### **A. Topic:**

This item is for the consideration of approval of award of a construction contract for two construction contracts:

1. Grandview Blvd: Replacement of existing landscaping with waterwise landscaping.
2. 20 City Parks: Replacement of existing irrigation controllers with smart controllers.

### **B. Background:**

#### **1. Grandview Blvd:**

The landscaping in Grandview Blvd dates to 2003. The traditional landscaping consists of turf grass, trees, and overhead spray sprinklers. The 12-foot wide median and approximately 50% of the park strips are maintained by the City, with the remaining owned by the school district and a home-owners association.

Because the road is highly traveled, the City owned landscaping receives much visibility, including times when traditional spray irrigation results in water flowing down the gutter. This project will replace the turf grass and spray irrigation with waterwise decorative gravel and drip (bubbler) irrigation. Existing trees will remain, and dead trees will be replaced.

#### **2. Irrigation Controllers**

The proposed irrigation controller replacement would be a 20 City parks. The new controllers will communicate with local weather stations and automatically turn off irrigation following rain events. These controllers will reduce water use following rain events without requiring City staff to drive to each park site.

### **C. Funding:**

The Federal Government issued grants to the States during the COVID 19 event under the American Rescue Plan Act (ARPA). The Utah Legislature offered the ARPA grants to cities for the exclusive purpose of metering secondary water uses, except for those cities which had previously accomplished metering of secondary water use. The City of Saratoga Springs received a \$2,000,000 grant for the purpose of completing water conservation projects.

City staff evaluated multiple alternatives to complete water conservation projects with a goal of addressing City needs and maximizing the impact of the grant funds. Staff recommended constructing concrete liners in two existing irrigation ponds and the waterwise project described above.

**D. Concrete Pond Project:**

The Concrete Lining of Ponds 1 and 3 project was awarded by the City Council in November 2024. The Pond 3 project has been completed; the Pond 1 project is in progress. The total cost of the pond projects is anticipated to be \$1,820,000.

**E. Analysis:**

The 2025 Waterwise Landscaping Project was designed by the engineering firm Hansen, Allen & Luce (HAL). Four responsive bids were received as follows:

1. Grandview Landscaping; bids ranged from \$194,515 to \$376,466.
  - a. The lowest qualified bidder is W.K.B. Construction, Inc.
  - b. The low bid was \$194,515.
  - c. HAL has previously worked with W.K.B. Construction, Inc. with a successful result.
  - d. WKB Landscaping is licensed, and qualified to perform the work.
  - e. Staff recommends awarding the contract to WKB Landscaping.
2. Irrigation Controller Replacement: bids ranged from \$91,160 to \$127,950.
  - a. The lowest qualified bidder is beUTAHful Landscapes LLC.
  - b. The low bid was \$82,555.
  - c. beUTAHful Landscapes LLC was recommended by commercial developers.
  - d. beUTAHful Landscapes LLC, and qualified to perform the work.
  - e. Staff recommends awarding the contract to beUTAHful Landscapes LLC.

**F. Fiscal Impact:**

The funding for this project will be funded by the City and reimbursed through the Utah Division of Water Resources for up to \$2,000,000 for both the pond and waterwise projects. Any overages will need to be funded by the City through its enterprise funds which timing will occur in the fiscal year 2025-2026 budget year. At this time the total costs are projected to be \$2,230,000, which will require the City to fund \$230,000. A future budget adjustment is anticipated in the next fiscal year to complete this project.

**G. Recommendation**

Staff recommends the City Council authorize the City Manager to enter into contracts awarding Bid Schedule A for Grandview Landscaping to W.K.B. Construction, Inc. in the amount of \$194,515 and Bid Schedule B for Irrigation Controller Replacements to beUTAHful Landscapes LLC. in the amount of \$82,555.

Saratoga Springs Water Wise Landscaping				Bid Date: April 22, 2025													
No.	Description	Unit	Est	BID RESULTS													
				Engineer's Opinion		Western Meadows Landscape Inc.		WKB Landscaping		Utah Landscape Construction Company		BeUTAHful Landscapes LLC		Marathon Maintenance Inc.		Christensen Ready Mix	
				Quant	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price
<b>Schedule A - Grandview Landscaping and Irrigation</b>																	
A.1	Mobilization/Demobilization	LS	1	\$50,000	\$50,000	\$31,340	\$31,340	\$15,108	\$15,108	\$23,500	\$23,500	\$3,980	\$3,980	\$29,500	\$29,500	\$19,032	\$19,032
A.2	Remove Existing Turf Grass	SF	59,000	\$3	\$163,889	\$1.60	\$94,400	\$0.75	\$44,250	\$1.25	\$73,750	\$195.00	\$11,505,000	\$2	\$88,500	\$1	\$54,280
A.3	Remove and Plug Existing Sprinkler Heads	EA	950	\$16	\$15,200	\$32.50	\$30,875	\$8.50	\$8,075	\$6	\$5,700	\$14	\$13,300	\$14	\$13,300	\$15	\$14,203
A.4	Install Trees	EA	52	\$500	\$26,000	\$466	\$24,232	\$536	\$27,872	\$455	\$23,660	\$620	\$32,240	\$655	\$34,060	\$789	\$41,028
A.5	Install Decorative Boulders	EA	72	\$600	\$43,200	\$185	\$13,320	\$108	\$7,776	\$175	\$12,600	\$78	\$5,616	\$175	\$12,600	\$267	\$19,224
A.6	Install Rock Mulch	CY	910	\$360	\$327,600	\$187.75	\$170,853	\$92	\$83,720	\$123	\$111,475	\$127.40	\$115,934	\$155	\$141,050	\$94	\$85,540
A.7	Install Bubbler Irrigation	EA	121	\$250	\$30,250	\$94.60	\$11,447	\$63.75	\$7,714	\$80	\$9,632	\$20	\$2,420	\$90	\$10,890	\$138	\$16,698
<b>Schedule A Total</b>				<b>\$656,139</b>		<b>\$376,466</b>		<b>\$194,515</b>		<b>\$260,317</b>		Mistake - withdrawn		<b>\$329,900</b>		<b>\$250,004</b>	
<b>Schedule B - Landscape Controllers</b>																	
B.1	Connect and Program LC+ Landscape Controllers to Existing Irrigation System	EA	18	\$2,500	\$45,000	\$2,610	\$46,980	\$1,900	\$34,200	\$3,675	\$66,150	\$2,417	\$43,503	\$2,950	\$53,100	\$3,818	\$68,724
B.2	Connect and Program ET Pro3 Landscape Controllers to Existing Irrigation System	EA	4	\$10,000	\$40,000	\$11,045	\$44,180	\$19,467	\$77,868	\$15,450	\$61,800	\$9,763	\$39,052	\$15,250	\$61,000	\$3,818	\$15,272
<b>Schedule B Total</b>				<b>\$85,000</b>		<b>\$91,160</b>		<b>\$112,068</b>		<b>\$127,950</b>		<b>\$82,555</b>		<b>\$114,100</b>		<b>\$83,996</b>	



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

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

April 29, 2025

Re: 2025 Waterwise Landscaping Project  
Recommendation for Award of Contract

Mr. Lapin:

**BID RESULTS:** On April 22, 2025, bids were received for the City of Saratoga Springs (City) project titled 2025 Waterwise Landscaping Project designed by Hansen, Allen & Luce (HAL). Six bids were received as outlined below. The detailed results are attached.

BIDDER	LANDSCAPING REPLACEMENT	IRRIGATION CONTROLLER REPLACEMENT
Engineer's Opinion	\$656,139	\$85,000
Western Meadows Landscape Inc.	\$376,466	\$91,160
WKB Landscaping	\$194,515	\$112,068
Utah Landscape Construction	\$260,317	\$127,950
beUTAHful Landscapes LLC	Withdrawn - mistake in bid	\$82,555
Marathon Maintenance Inc.	\$329,900	\$114,100
Christensen Ready Mix	\$250,004	\$83,996

**GRANDVIEW LANDSCAPING REPLACEMENT – LOWEST QUALIFIED BIDDER:**

- The lowest qualified bidder for the Grandview Landscape Replacement was W.K.B. Construction, Inc. with a bid of \$194,515.

**IRRIGATION CONTROLLER REPLACEMENT – LOWEST QUALIFIED BIDDER:**

- The lowest qualified bidder for the Irrigation Controller Replacements was beUTAHful Landscapes LLC with a bid of \$82,555.

**QUALIFICATIONS:** The qualification requirements for the project include a valid contractor's license, and experience successfully constructing at least three similar projects in the last 15 years. HAL researched the qualifications for each lower bidder:

- W.K.B. Construction, Inc.
  - WKB Landscaping is appropriately licensed.
  - WKB Landscaping has successfully completed three similar landscaping projects in the last five years.
  - HAL's has experienced successful projects completed by WKB Landscaping.
- beUTAHful Landscapes LLC
  - beUtahful Landscaping is appropriately licensed.
  - beUtahful Landscaping has successfully completed three similar landscaping projects in the last five years.
  - HAL's team does not have experience with beUtahful Landscaping.
  - Perry Development (Zach Wilcox) reported successful experience with beUtahful Landscaping and plan to use them for additional projects.
  - beUtahful Landscaping is certified to install WeatherTrak Controllers.

**SUMMARY:** We recommend awarding two construction contracts as follows:

1. Grandview Landscape Replacement : W.K.B. Construction, Inc.
2. WeatherTrak Irrigation Controllers: beUTAHful Landscapes LLC

We appreciate the opportunity of assisting you with this project.

Sincerely,  
HANSEN, ALLEN & LUCE, INC.



Mark Atencio, P.E.  
Project Manager

Attachments:

1. Bid Results
2. Bids from W.K.B. Construction, Inc.
3. beUTAHful Landscapes LLC

C: Rick Kennington, City Parks  
C: Aaron Olney, HAL Engineers  
C: Eric Lyman, Landscape Architec

Saratoga Springs Water Wise Landscaping				Bid Date: April 22, 2025													
No.	Description	Unit	Est	BID RESULTS													
				Engineer's Opinion		Western Meadows Landscape Inc.		WKB Landscaping		Utah Landscape Construction Company		BeUTAHful Landscapes LLC		Marathon Maintenance Inc.		Christensen Ready Mix	
				Quant	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price
<b>Schedule A - Grandview Landscaping and Irrigation</b>																	
A.1	Mobilization/Demobilization	LS	1	\$50,000	\$50,000	\$31,340	\$31,340	\$15,108	\$15,108	\$23,500	\$23,500	\$3,980	\$3,980	\$29,500	\$29,500	\$19,032	\$19,032
A.2	Remove Existing Turf Grass	SF	59,000	\$3	\$163,889	\$1.60	\$94,400	\$0.75	\$44,250	\$1.25	\$73,750	\$195.00	\$11,505,000	\$2	\$88,500	\$1	\$54,280
A.3	Remove and Plug Existing Sprinkler Heads	EA	950	\$16	\$15,200	\$32.50	\$30,875	\$8.50	\$8,075	\$6	\$5,700	\$14	\$13,300	\$14	\$13,300	\$15	\$14,203
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A.5	Install Decorative Boulders	EA	72	\$600	\$43,200	\$185	\$13,320	\$108	\$7,776	\$175	\$12,600	\$78	\$5,616	\$175	\$12,600	\$267	\$19,224
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<b>Schedule A Total</b>				<b>\$656,139</b>		<b>\$376,466</b>		<b>\$194,515</b>		<b>\$260,317</b>		Mistake - withdrawn		<b>\$329,900</b>		<b>\$250,004</b>	
<b>Schedule B - Landscape Controllers</b>																	
B.1	Connect and Program LC+ Landscape Controllers to Existing Irrigation System	EA	18	\$2,500	\$45,000	\$2,610	\$46,980	\$1,900	\$34,200	\$3,675	\$66,150	\$2,417	\$43,503	\$2,950	\$53,100	\$3,818	\$68,724
B.2	Connect and Program ET Pro3 Landscape Controllers to Existing Irrigation System	EA	4	\$10,000	\$40,000	\$11,045	\$44,180	\$19,467	\$77,868	\$15,450	\$61,800	\$9,763	\$39,052	\$15,250	\$61,000	\$3,818	\$15,272
<b>Schedule B Total</b>				<b>\$85,000</b>		<b>\$91,160</b>		<b>\$112,068</b>		<b>\$127,950</b>		<b>\$82,555</b>		<b>\$114,100</b>		<b>\$83,996</b>	

## Details for W.K.B. CONSTRUCTION, INC.

### License Information

Name:	W.K.B. CONSTRUCTION, INC.
City, State, Zip, Country:	WEST JORDAN UT 84088 United States
Profession:	Contractor
License Type:	Contractor With LRF
License Number:	4764725-5501
Obtained By:	Application
License Status:	Active
Original Issue Date:	02/22/2001
Expiration Date:	11/30/2025
Agency and Disciplinary Action*:	NO DISCIPLINARY ACTIONS WITHIN THE TIME FRAME ESTABLISHED IN UTAH CODE 63G-4-106 AND 107**
Docket and Citation Number(s):	N/A
E-Prescriber:	

Classification(s):	Qualifier(s):	Association Date(s):
R100 - Residential and Small Commercial	William K Berg	02/22/2001
S330 -Landscape and Recreation Qualifier	William K Berg	02/14/2006
S260 - Asphalt and Concrete Qualifier	William K Berg	02/14/2006
E100 - General Engineering Qualifier	Arthur R Blackmore, Jr	04/07/2010

### Doing Business As:

WKB LANDSCAPE & MAINTENANCE, INC.

Give Feedback

This information is accurate as far as is contained in the Division's official records. It does not reflect whether an entity required to maintain a current registration with the Division of Corporations is current in that registration. You can verify such status at <https://secure.utah.gov/bes/bes>. Additionally, this verification does not show a complete license history or interruptions of licensure. Original issue dates listed as 01/01/1910 and 01/01/1911 were unknown at the time the Division implemented its first electronic licensing database.

\*NOTE: The disciplinary documents linked to this website include final orders issued by DOPL, with the exception of citations. Click [here](#) for citations.

**SECTION 00 11 13**  
**ADVERTISEMENT FOR BIDS**

**CITY OF SARATOGA SPRINGS**  
**2025 WATERWISE LANDSCAPING PROJECT**

**ADVERTISEMENT FOR BIDS**

**Bids**

Sealed Bids for the construction of the **2025 Waterwise Landscaping Project** will be received by **Thursday, April 17, 2025 at 10:00 am.**

The City is transitioning bidding processes; Bids may be submitted through one of these methods:

1. Utah Procurement Place – Jaeggar/SciQuest :
  - a. Utah Public Procurement Place
2. Utah Procurement Place - Bonfire:
  - a. U3P
3. Email to the City
  - a. HParkin@saratogasprings-ut.gov

**Bid Opening**

Bids will be read openly one hour after the due time on Thursday, April 17, 2025. If you wish to be invited to a Zoom meeting in which the bids will be read you may email a request to [mark.a@halengineers.com](mailto:mark.a@halengineers.com).

**Project Description**

The Project consists of **replacing existing turf grass with new waterwise local landscaping at two locations in the City, replacing existing sprinkler irrigation controllers with new WeatherTrak controllers at 24 sites, and providing new electric power services at three locations.**

Bids will be received for one or two separate contracts. Bids shall be on a lump sum and unit price basis.

**Obtaining Bid Documents:**

Bid documents may be obtained through the same process through these processes:

1. Utah Procurement Place – Jaeggar/SciQuest :
  - a. Utah Public Procurement Place
2. Utah Procurement Place - Bonfire:
  - a. U3P
3. Email the Engineer and request the documents:
  - a. Mark.a@halengineers.com

**Bid Security**

Bid security shall be furnished in accordance with the Instructions to Bidders.

## SECTION 00 41 00

### BID FORM

#### ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*City of Saratoga Springs*

*1307 N. Commerce Dr. #200*

*Saratoga Springs, UT 84045*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

#### ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>	
One	April 10, 2025	<i>#5 4-16-2025</i>
Two	April 11, 2025	
Three	April 16, 2025	
Four	April 18, 2025	

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s). OWNER may choose to partially award or not award either Schedule A or Schedule B. A single contract or two contracts may be awarded.

### Schedule A – Grandview Landscaping & Irrigation

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
A.1	Mobilization/Demobilization	LS	1	\$ 15,108.00	
A.2	Remove Existing Turf Grass	SF SY	59,000 36,775 4,086	\$ 75	\$ 44,250.00
A.3	Remove and Plug Existing Sprinkler Heads	EA	950	\$ 8.50	\$ 8025.00
A.4	Install Trees	EA	52	\$ 536.00	\$ 27,872.00
A.5	Install Decorative Boulders	EA	72	\$ 108	\$ 7726.00
A.6	Install Rock Mulch	CY SY	910 568 4,086	\$ 92	\$ 83,720.00
A.7	Install Bubbler Irrigation	EA	121 52	\$ 63.75	\$ 7713.75
Total of All Unit Price Bid Items					\$ 194,514.75

### Schedule B – Smart Controllers

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
B.1	Supply, Install, Connect and Program LC+ Landscape Controllers to Existing Irrigation System	EA	18 20 22	\$ 1900.00	\$ 34,200.00
B.2	Connect and Program ET Pro3 Landscape Controllers to Existing Irrigation System	EA	4 2	\$ 19467.00	\$ 77,868.00
Total of All Unit Price Bid Items					\$ 112,068.00

## ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

# Auto-Owners

INSURANCE

LIFE • HOME • CAR • BUSINESS

P.O. BOX 30660 • LANSING, MICHIGAN 48909-8160

## CONTRACT BOND APPLICATION

(One-Time Bonds Only)

Fax Number: 1-517-327-4827  
 Phone Number: 1-800-445-4185 X52570 (MI ONLY)  
1-800-346-0346 X52570 (ALL OTHERS)  
contractbonds.und@aoins.com

### AGENCY INFORMATION

Agency Name: MONSON INSURANCE Agency Code: 43-0058-00Producer Name: LINDA MOLYNEUX Producer Code: \_\_\_\_\_Does the agency have Power of Attorney with Auto-Owners?  Yes  No

Bond Type:  Quick Contract Bond  School Bus Bond  
 If this is a renewal, what is the bond number? \_\_\_\_\_

### APPLICANT INFORMATION

Entity Type:  Corporation  Joint Venture  LLC  Partnership  IndividualCompany Name: WKB LANDSCAPE & MAINTENANCE, INC.Company Mailing Address: 6054 W 9790 S, WEST JORDAN, UT 84081-5604Company Premises Address: 6054 W 9790 S, WEST JORDAN, UT 84081-5604E-mail Address: bill@wkblandscape.com Website Address: \_\_\_\_\_Phone Number: (801) 260-1669 FEIN: \*\*-\*\*\*6455 State of Incorporation: UTAHType of Work (Electric, Plumbing, Etc.): LANDSCAPINGHow many years of experience does the contractor have in this type of work? 44What is the monetary value of the largest job completed in the past five years? \$1,200,000.00What is the total cost to complete your company's work in progress? \$800,000.00Has your company ever been bonded for Bid or Performance & Payment Bonds?  Yes  NoIf yes, by what surety company? AUTO-OWNERS INSURANCE COMPANY

What is your reason for changing surety companies? \_\_\_\_\_

Has your company been declined for Bid or Performance & Payment Bonds in the past five years?  Yes  No

If yes, please explain: \_\_\_\_\_

If the Applicant has a general liability policy with Auto-Owners, what is the policy number? 57000379

**BOND INFORMATION****JOB INFORMATION**

DOES THE OBLIGEE REQUIRE THEIR OWN BOND FORM? .....  Yes  No  
IF YES, PLEASE ATTACH A COPY.

Obligee Name: CITY OF SARATOGA SPRINGS

Obligee Address: 213 N 900 E, SARATOGA SPRINGS, UT 84043-4300

Obligee Phone Number: \_\_\_\_\_ Obligee Fax Number: \_\_\_\_\_

Job Description: 2025 WATERWISE LANDSCAPING PROJECT

Physical Address of Job: GRANDVIEW LANDSCAPING

Has your company previously operated in this state? .....  Yes  No

Start Date: 04/30/2025 Completion Date: 06/30/2025 Percentage of work subcontracted out: 0.0%

Liquidated Damages: \$0 Maintenance Period: 06/30/2026

For which sector will this job be performed (Federal, Public or Private): Private

**BID BOND**

Bid Date: 04/17/2025 Bid Amount: \$400,000.00 % of Bid: 5

Invitation Number (if Federal): \_\_\_\_\_

**PERFORMANCE AND PAYMENT BOND**

Contract Price: \_\_\_\_\_ Contract Date: \_\_\_\_\_ Contract Number (if Federal): \_\_\_\_\_

Was this job negotiated or bid? \_\_\_\_\_ If it was bid, who were the next two lowest bidders and what were the bid amounts?

1. \_\_\_\_\_ \$ \_\_\_\_\_

2. \_\_\_\_\_ \$ \_\_\_\_\_

1. \_\_\_\_\_ \$ \_\_\_\_\_

2. \_\_\_\_\_ \$ \_\_\_\_\_

**SCHOOL BUS BOND**

Bond Amount: \_\_\_\_\_ Term: \_\_\_\_\_ to \_\_\_\_\_

Route Number: \_\_\_\_\_ Personal Net Worth: \_\_\_\_\_

**INDEMNITOR INFORMATION**1. Name: WILLIAM KENT BERGMailing Address: 11252 S BERG HOLLOW LN, SOUTH JORDAN, UT 84095-4103

Email Address: \_\_\_\_\_

Social Security Number: \*\*\*-\*\*-1724

Phone Number: \_\_\_\_\_

Business Ownership Percentage: 100.0%Marital Status: MARRIEDTitle: PRESIDENTName of Spouse: KAREN BERG

(Spouse must sign the indemnity agreement.)

Spouse's Social Security Number: \*\*\*-\*\*-9808

Spouse's Phone Number: \_\_\_\_\_

Spouse's Email Address: \_\_\_\_\_

**GENERAL COMMENTS****NOTICE TO APPLICANT**

The undersigned applicant and indemnitors hereby request Auto-Owners Insurance Company (the "Company") to become surety for the above bond. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information and to obtain additional information from any source, including obtaining a credit report at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree.

## **FRAUD STATEMENTS**

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**ALABAMA only:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

**ARKANSAS only:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**COLORADO only:** It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**FLORIDA only:** Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

**KANSAS only:** A fraudulent insurance act is an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

**KENTUCKY only:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**OHIO only:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**PENNSYLVANIA only:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**TENNESSEE only:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**VIRGINIA only:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

## INDEMNITY AGREEMENT

The undersigned does or do hereby represent that the statements made herein as an inducement to the Company to execute or procure the bond or bonds herein applied for, are true, and should the Company execute or procure said bond or bonds, does or do hereby agree, for the undersigned, the heirs, personal representatives and assigns of the undersigned, jointly and severally, as follows:

**First.** to pay to the Company, in advance, the original and renewal premium, computed at the rates filed and in force at the time the above applied for is executed until the undersigned shall deliver to the Company, at its Home Office in Lansing, Michigan, written evidence, satisfactory to the Company, of its discharge from such liability;

**Second.** to indemnify the Company against all loss, costs, damages, expenses and attorney's fees whatever, and any and all liability therefor, sustained or incurred by the Company by reason of executing of said bond or bonds, or any of them, in making any investigation on account thereof, in prosecuting or defending any action brought in connection therewith, in obtaining a release therefrom, and in enforcing any of the agreements herein contained;

**Third.** that the Company shall have the right, and is hereby authorized but not required:

- (a) In the event of any abandonment or forfeiture of the contract guaranteed by said contract bond or of any breach of said contract bond, to take possession of the work under said contract, and at the expense of the undersigned to complete, or to contract for the completion of, the same or to consent to the re-letting or completion thereof by the Obligee in said contract bond;
- (b) To adjust, settle or compromise any claim, demand, suit, or judgment upon said bond or bonds, or any of them, unless the undersigned shall request the Company to litigate such claim or demand, or to defend such suit, or to appeal from such judgment, and shall deposit with the Company, at the time of such request, cash or collateral satisfactory to it in kind and amount, to be used in paying any judgment or judgments rendered or that may be rendered, with interest, costs and attorney's fees;
- (c) To fill up any blanks left herein, and to correct any errors in the description of said bond or bonds, or any of them, or in said premium or premiums, it being hereby agreed that such insertions or corrections when so made, shall be *prima facie* correct;

**Fourth.** to assign, transfer and set over, and does or do hereby assign, transfer and set over to the Company, as collateral, to secure the obligations herein and any other indebtedness and liabilities of the undersigned to the Company, whether heretofore or hereafter incurred, such assignment to become effective as of the date of said contract bond but only in event of

- (1) any abandonment, forfeiture or breach of said contract or of any breach of said bond or bonds, or any of them, or of any other bond or bonds executed or procured by the Company on behalf of the undersigned; or
- (2) of any breach of the agreements herein contained; or
- (3) of the default in discharging such other indebtedness or liabilities when due; or
- (4) of any assignment by the undersigned for the benefit of creditors, or of the appointment, or of any application for the appointment, of a receiver or trustee for the undersigned, whether insolvent or not;
- (5) of any proceeding which deprives the undersigned of the use of any of the machinery, equipment, plant, tools or material referred to the following paragraph; or
- (6) of the undersigned's dying, absconding, becoming a fugitive from justice, or being convicted of a felony, if the undersigned be an individual:
  - (a) All the right, title and interests of the undersigned in and to all sub-contracts let or to be let in connection with said contract and in and to all machinery, equipment, plant, tools and materials which are now, or may hereafter be, about or upon the site of said work or elsewhere, for the purpose thereof, including as well materials purchased for or chargeable to such contract, which may be in process of construction, or storage elsewhere, or in transportation to said site;
  - (b) All the rights of the undersigned in, and growing in any manner out of, said contract, or any extensions, modifications, changes or alterations thereof or additions thereto, or in, or growing in any manner out of, said bond or bonds, or any of them;
  - (c) All actions, causes of actions, claims and demands whatsoever which the undersigned may have or acquire against any sub-contractor, laborer or material man, or any person furnishing or agreeing to furnish or supply labor, material, supplies, machinery, tools or other equipment in connection with or on account of said contract;
  - (d) Any and all percentages retained on account of said contract, and any and all sums that may be due under said contract at the time of such abandonment, forfeiture or breach, or that thereafter may become due;

**Fifth**, that liability hereunder shall extend to, and include, the full amount of any and all sums paid by the Company in settlement or compromise of any claims, demands, suits, and judgments upon said bond or bonds, or any of them, on good faith, under the belief that it was liable therefor, whether liable or not, as well as of any and all disbursements on account of costs, expenses and attorney's fees, as aforesaid, which may be made under the belief that such were necessary, whether necessary or not;

**Sixth**, that in event of payment, settlement or compromise, in good faith, of liability, loss, costs, damages, expenses and attorney's fees, claims, demands, suits, and judgments as aforesaid, and itemized statement thereof, sworn to by any officer of the Company, or the voucher or vouchers or other evidence of such payment, settlement or compromise shall be *prima facie* evidence of the fact and extent of the liability of the undersigned, in any claim or suit hereunder, and in any and all matters arising between the undersigned and the Company;

**Seventh**, to waive, and does or do hereby waive, all rights to claim any property, including homestead, as exempt from levy, execution, sale or other legal process under the law of any state or states;

**Eighth**, that this obligation shall, in all its terms and agreements, be for the benefit of and protect any person or company joining with the Company in executing said bond or bonds, or any of them or executing, at the request of the Company said bond or bonds, or any of them, as well as any company or companies assuming reinsurance thereupon;

**Ninth**, that separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising;

**Tenth**, that nothing herein contained shall be considered or construed to waive, abridge, or diminish any right or remedy which the Company might have if this instrument were not executed;

**Eleventh**, that the Company shall have the right to decline to execute said bond or bonds, or any of them, and if it shall execute said proposal bond shall have the right to decline to execute any or all of the other bonds herein applied for.

#### COMPANY INDEMNITORS (REQUIRED SIGNATURES)

**IMPORTANT:** All owners, officers, partners and members must sign below on behalf of the company.

Signed this 15th day of APRIL, 2025.

1. WILLIAM KENT BERG  
WILLIAM KENT BERG, President

2. \_\_\_\_\_

#### PERSONAL INDEMNITORS (REQUIRED SIGNATURES)

**IMPORTANT:** All owners, officers, partners, members and their spouses must sign below.

Signed this 15th day of APRIL, 2025.

1. WILLIAM KENT BERG  
WILLIAM KENT BERG

2. KAREN BERG  
KAREN BERG

#### PROXY DESIGNATION

I designate J.P. Whisnant, A.O. Dean, and A.L. Lindemeyer, and each of them, attorneys and proxies, with power of substitution and revocation to each, to vote as proxy at all meetings of the Company, and at any and all adjournments thereof. The powers hereunder shall be exercised by a majority of said attorneys and proxies so present, but if only one is present, then that one shall have full power to act.

Applicant's Signature and Date: WILLIAM KENT BERG 4-15-25

**BID BOND****KNOW ALL MEN BY THESE PRESENTS:**

That we, WKB LANDSCAPE & MAINTENANCE, INC. 6054 W 9790 S WEST JORDAN, UT 84081-5604 as Principal, hereinafter called the Principal, and Auto-Owners Insurance Company as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF SARATOGA SPRINGS 213 N 900 E, SARATOGA SPRINGS UT 84043-4300 as Obligee, hereinafter called the Obligee, in the penal sum of Five percent of bid dollars (5% of attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,** that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for 2025 WATERWISE LANDSCAPING PROJECT

**NOW, THEREFORE,** if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

**SIGNED AND SEALED** this 15TH day of APRIL, 2025.

Kimberly Kluwan

Witness

WKB LANDSCAPE & MAINTENANCE, INC.

Principal

By Mark B.



Auto-Owners Insurance Company

Surety

Susan E. Theisen

Susan E. Theisen

Witness

By Niki Conway

Attorney-in-Fact



Bond Number BD161634

**ACKNOWLEDGEMENT BY SURETY**

STATE OF MICHIGAN

County of Eaton

On this 15TH day of APRIL, 2025, before me personally appeared Niki Conway, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



A handwritten signature of Jeffrey P. Many.

Jeffrey P. Many

Notary Public in the State of Michigan  
County of Ingham

JEFFREY P MANY  
NOTARY PUBLIC-STATE OF MICHIGAN  
COUNTY INGHAM  
My Commission Expires Jan 26, 2029  
Acting in the County of \_\_\_\_\_

DATE AND ATTACH TO ORIGINAL BOND  
**AUTO-OWNERS INSURANCE COMPANY**

LANSING, MICHIGAN  
POWER OF ATTORNEY

NO. BD161634

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Niki Conway

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 22nd day of December, 2023.

Brandi Holly

Brandi Holly

Senior Vice President

STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

On this 22nd day of December, 2023, before me personally came Brandi Holly, to me known, who being duly sworn, did depose and say that they are Brandi Holly, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

My commission expires January 26th, 2029

Jeffrey P. Many  
Jeffrey P. Many



Notary Public

STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 15th day of April, 2025.



William F. Woodbury

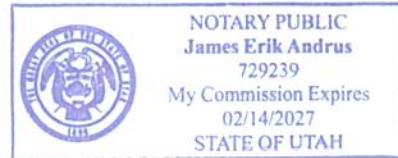
William F. Woodbury, First Vice President, Secretary and General Counsel

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: CKB Landscape & Maintenance Inc.  
BY: Bill Bero  
TITLE: President  
DATED: 4-16-25

NOTARY ATTEST: James E. Andrus

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 16<sup>th</sup> DAY OF April, 2025



NOTARY PUBLIC - STATE OF Utah  
MY COMMISSION EXPIRES: 02/14/2027

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience). ✓
2. Schedule B (Previous Experience). ✓
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

## SECTION 00 41 00

### BID FORM

#### ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*City of Saratoga Springs*

*1307 N. Commerce Dr. #200*

*Saratoga Springs, UT 84045*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

#### ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>#1</u>	<u>4-14-25</u>
<u>#2</u>	<u>4-14-25</u>
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

## ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: 45- [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids; 4764725-5501
- G. Required Bidder Qualification Statement with supporting data; and

## ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.



## SECTION 00 45 13

### CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE

#### QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT  
PERMITTED BY LAWS AND REGULATIONS

##### 1. SUBMITTED BY:

Official Name of Firm:

WKB Landscape & Maintenance Inc.  
6054 W. 9790 SO.  
W. Jordan UT 84081

##### 2. SUBMITTED TO:

##### 3. SUBMITTED FOR:

Owner:

Project Name:

City of Sandpoint Springs  
Bill Bera @ WKB Landscape & Maint  
Bill Bera  
2025 Waterwise Landscaping Project

##### TYPE OF WORK:

Cribbing, Hauling, Sprinkler Repairs  
New Cisterns, plant Trees,  
Installing Cobble

##### 4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Bill Bera

Title:

President

Phone:

801-260-1669

Email:

bill@wkblandscape.com

5. **AFFILIATED COMPANIES:**

Name:

UKB Construction

Address:

6054 W. 9790 SO.

W. Jordan UT 84081

6. **TYPE OF ORGANIZATION:**

SOLE PROPRIETORSHIP

Name of Owner:

\_\_\_\_\_

Doing Business As:

\_\_\_\_\_

Date of Organization:

\_\_\_\_\_

PARTNERSHIP

Date of Organization:

\_\_\_\_\_

Type of Partnership:

\_\_\_\_\_

Name of General Partner(s):

\_\_\_\_\_

CORPORATION

State of Organization:

Utah

Date of Organization:

March 2001

Executive Officers:

- President:

Bill Bera

- Vice President(s):

Karen Bera

- Treasurer:

\_\_\_\_\_

- Secretary: \_\_\_\_\_

LIMITED LIABILITY COMPANY

State of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Members:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

JOINT VENTURE

Sate of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Form of Organization: \_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

- Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

- Address:  
\_\_\_\_\_  
\_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

- Address: \_\_\_\_\_

---

## 7. LICENSING

Jurisdiction: CTA2

Type of License: E100 - R100 - S260 - S330

License Number: 4164725 -5501

Jurisdiction: \_\_\_\_\_

Type of License: \_\_\_\_\_

License Number: \_\_\_\_\_

## 8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: \_\_\_\_\_

Minority Business Enterprise: \_\_\_\_\_

Woman Owned Enterprise: \_\_\_\_\_

Small Business Enterprise: \_\_\_\_\_

Hydropoint Certifications: \_\_\_\_\_

Identify persons in your company who are trained and certified by Hydropoint to install and program WeatherTrak controllers:

\_\_\_\_\_

\_\_\_\_\_

## 9. BONDING INFORMATION

Bonding Company:

Auto Owner's

Address:

P.O. Box 30660

Lansing, Michigan 48909-8160

Bonding Agent:

Morgan Insurance

Address:

1100 E. 6600 So. #150

Murray UT 84121

Contact Name:

Linda Molyneux

Phone:

801-269-1999

Aggregate Bonding Capacity:

1,000,000

Available Bonding Capacity as of date of this submittal:

1,000,000

## 10. FINANCIAL INFORMATION

Financial Institution:

Zion's Bank

Address:

3913 W. 9000 So.

West Jordan

Account Manager:

—

Phone:

801-594-8131

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

## 11. CONSTRUCTION EXPERIENCE:

Previous Experience:

List on **Schedule A** all projects completed within the last three Years *which are similar to this project* (If Joint Venture list each participant's projects separately). **Three successfully completed projects, which are similar in size to this project, are required to be qualified to bid on this project.**

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

**12. SAFETY PROGRAM:**

Name of Contractor's Safety Officer: Bill or B.J. Bcra

Include the following as attachments:

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2023</u>	EMR	<u>.76</u>
YEAR	<u>2024</u>	EMR	<u>.76</u>
YEAR	<u>2025</u>	EMR	<u>.82</u>
YEAR	<u>2022</u>	EMR	<u>.76</u>
YEAR	<u>2021</u>	EMR	<u>.75</u>

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR 2021

TOTAL NUMBER OF MAN-HOURS

23,220

YEAR	<u>2023</u>	TOTAL NUMBER OF MAN-HOURS	<u>23220</u>
YEAR	<u>  </u>	TOTAL NUMBER OF MAN-HOURS	<u>  </u>
YEAR	<u>  </u>	TOTAL NUMBER OF MAN-HOURS	<u>  </u>
YEAR	<u>  </u>	TOTAL NUMBER OF MAN-HOURS	<u>  </u>

## SCHEDULE A

PREVIOUS EXPERIENCE (Include similar Projects Completed within last Three years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Sunset Park	Name: West Valley City Address: Telephone:	Name: Arcsite Design Company: Telephone:	May 2024	Landscape	Completed	\$30,000
Port City Hospital	Name: THC, Address: Telephone:	Name: Arcsite Company: Telephone:	2023	Landscape	Completed	\$30,000
Lot 1 Meleki	Name: Roger Knight Coast Address: 2600, 252050, Telephone: 801-949-1059	Name: STB Design Company: Telephone:	2023 2025	Landscape	Completed	\$30,000
J Solar	Name: Roger Knight Address: Telephone:	Name: GIBS Company: Telephone:	2023	Landscape	Completed	\$30,000
Ernest Properties	Name: Ernest Family Trust Address: Telephone:	Name: Bench Mark Company: Telephone: 5342-9191	2024	Landscape	Not Yet	\$30,000
Slaughter Pizza	Name: Slaughter, Address: Herriman Telephone:	Name: A/T Company: PKT Design Telephone:	2024	Landscape	Completed	\$10,760
	Name: Address: Telephone:	Name: Company: Telephone:				

## Details for beUTAHful Landscapes, LLC

### License Information

Name:	beUTAHful Landscapes, LLC
City, State, Zip, Country:	SALT LAKE CITY UT 84124 United States
Profession:	Contractor
License Type:	Contractor With LRF
License Number:	13012459-5501
Obtained By:	Application
License Status:	Active
Original Issue Date:	09/12/2022
Expiration Date:	11/30/2025
Agency and Disciplinary Action*:	YES <a href="#">View Actions</a>
Docket and Citation Number(s):	102023
E-Prescriber:	

Classification(s):	Qualifier(s):	Association Date(s):
S330 -Landscape and Recreation Qualifier	Dallin Ray Twilligear	09/12/2022
B100 - General Building Qualifier	Dallin Ray Twilligear	04/23/2025
E100 - General Engineering Qualifier	Dallin Ray Twilligear	04/23/2025

This information is accurate as far as is contained in the Division's official records. It does not reflect whether an entity required to maintain a current registration with the Division of Corporations is current in that registration. You can verify such status at <https://secure.utah.gov/bes/bes>. Additionally, this verification does not show a complete license history or interruptions of licensure. Original issue dates listed as 01/01/1910 and 01/01/1911 were unknown at the time the Division implemented its first electronic licensing database.

\*NOTE: The disciplinary documents linked to this website include final orders issued by DOPL, with the exception of citations. [Click here for citations](#).

[Give Feedback](#)

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s). OWNER may choose to partially award or not award either Schedule A or Schedule B. A single contract or two contracts may be awarded.

**Schedule A – Grandview Landscaping & Irrigation**

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
A.1	Mobilization/Demobilization	LS	1	\$ 3,980	\$ 19,900
A.2	Remove Existing Turf Grass	SF SY	59,000 36,775 4,086	\$ 195	\$ 14,787.50
A.3	Remove and Plug Existing Sprinkler Heads	EA	950	\$ 14	\$ 13,300
A.4	Install Trees	EA	52	\$ 620	\$ 32,240
A.5	Install Decorative Boulders	EA	72	\$ 78	\$ 5616
A.6	Install Rock Mulch	CY SY	910 568 4,086	\$ 127.40	\$ 115,934
A.7	Install Bubbler Irrigation	EA	121 52	\$ 20	\$ 2,420
<b>Total of All Unit Price Bid Items</b>					\$ 204,197.50

**Schedule B – Smart Controllers**

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
B.1	Supply, Install, Connect and Program LC+ Landscape Controllers to Existing Irrigation System	EA	18 20 22	\$ 2416.86	\$ 43,503.48
B.2	Connect and Program ET Pro3 Landscape Controllers to Existing Irrigation System	EA	4 2	\$ 9763	\$ 19,526
<b>Total of All Unit Price Bid Items</b>					\$ 63,029

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## **ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: 13012459-550 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with supporting data; and

## **ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

beUTAHful Landscapes LLC

By:

[Signature]

DocuSigned by:  
Dallin Twilligear  
3D85AA9B09634BD...

[Printed name]

Dallin Twilligear

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

DocuSigned by:  
Dallin Twilligear  
3D85AA9B09634BD...

[Printed name]

Dallin Twilligear

Title:

OWNER

Submittal Date:

4/22/2025

Address for giving notices:

5052 WEST 6055 SOUTH KEARNS UT, 84118

Telephone Number: 801-831-2288

Fax Number:

Contact Name and e-mail address:

Dallin Twilligear

DALLIN@beutahfulscapes.com

Bidder's License No.: 13012459-5501  
(where applicable)

## SCHEDULE A

PREVIOUS EXPERIENCE (Include similar Projects Completed within last Three years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Starbucks at centrum	Name: Jake Thompson Address: 17 east Winchester st. Murray ut 84107 Telephone: 801-317-8100	Name: Scott Argyle Company: Entellus, INC. Telephone:	03/05/2024	LANDSCAPE	Complete	\$55,000
Dominos at centrum	Name: Jake Thompson Address: 17 east Winchester st. Murray ut 84107 Telephone: 801-317-8100	Name: Scott Argyle Company: Entellus, INC. Telephone: 801-298-2236	04/05/2024	LANDSCAPE	Complete	\$55,000
Jersey Mikes at centrum	Name: Jake Thompson Address: 17 east Winchester st. Murray ut 84107 Telephone: 801-317-8100	Name: Scott Argyle Company: Entellus, INC. Telephone: 801-298-2236	05/05/2024	LANDSCAPE	Complete	\$55,000
Lot 5 at centrum	Name: Jake Thompson Address: 17 east Winchester st. Murray ut 84107 Telephone: 801-317-8100	Name: Scott Argyle Company: Entellus, INC. Telephone: 801-298-2236	06/05/2024	LANDSCAPE	Complete	\$55,000
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

## **SECTION 00 45 13**

### **CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE**

#### **QUALIFICATIONS STATEMENT**

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT  
PERMITTED BY LAWS AND REGULATIONS**

**1. SUBMITTED BY:**

Official Name of Firm: beUTAHful Landscapes LLC

Address: 5052 WEST 6055 SOUTH KEARNS, UT 84118

**2. SUBMITTED TO:**

CITY OF SARATOGA SPRINGS

**3. SUBMITTED FOR:**

2025 WATERWISE LANDSCAPING PROJECT

Owner: Dallin Twilligear

Project Name: 2025 WATERWISE LANDSCAPING PROJECT

**TYPE OF WORK:** LANDSCAPING

**4. CONTRACTOR'S CONTACT INFORMATION**

Contact Person: Dallin Twilligear

Title: OWNER

Phone: 801-831-2288

Email: DALLIN@beutahfulscapes.com

**5. AFFILIATED COMPANIES:**

Name: n/a

Address: \_\_\_\_\_  
\_\_\_\_\_

**6. TYPE OF ORGANIZATION:**

SOLE PROPRIETORSHIP

Name of Owner: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

PARTNERSHIP

Date of Organization: \_\_\_\_\_

Type of Partnership: \_\_\_\_\_

Name of General Partner(s): \_\_\_\_\_  
\_\_\_\_\_

CORPORATION

State of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Executive Officers:

- President: \_\_\_\_\_

- Vice President(s): \_\_\_\_\_  
\_\_\_\_\_

- Treasurer: \_\_\_\_\_

- Secretary: \_\_\_\_\_

LIMITED LIABILITY COMPANY

State of Organization: \_\_\_\_\_ UTAH

Date of Organization: \_\_\_\_\_ 03/30/2020

Members: \_\_\_\_\_  
DALLIN TWILLIGEAR  
\_\_\_\_\_  
TIMOTHY DEVON TWILLIGEAR  
\_\_\_\_\_

JOINT VENTURE

Sate of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Form of Organization: \_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

- Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

- Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

- Address: \_\_\_\_\_

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## 7. LICENSING

Jurisdiction: STATE OF UTAH

Type of License: S330

License Number: 13012459-5501

Jurisdiction: \_\_\_\_\_

Type of License: \_\_\_\_\_

License Number: \_\_\_\_\_

## 8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: \_\_\_\_\_

Minority Business Enterprise: \_\_\_\_\_

Woman Owned Enterprise: \_\_\_\_\_

Small Business Enterprise: \_\_\_\_\_

Hyrdropoint Certifications: WEATHERTRAK CERTIFIED INSTALLATION TRAINING

Identify persons in your company who are trained and certified by Hydropoint to install and program WeatherTrak controllers:

Dallin Twilligear

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## 9. BONDING INFORMATION

Bonding Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Bonding Agent: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Aggregate Bonding Capacity: \_\_\_\_\_

Available Bonding Capacity as of date of this submittal: \_\_\_\_\_

## 10. FINANCIAL INFORMATION

Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Account Manager: \_\_\_\_\_

Phone: \_\_\_\_\_

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

## 11. CONSTRUCTION EXPERIENCE:

Previous Experience:

List on **Schedule A** all projects completed within the last three Years *which are similar to this project* (If Joint Venture list each participant's projects separately). **Three successfully completed projects, which are similar in size to this project, are required to be qualified to bid on this project.**

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

## 12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Dallin Twilligear

Include the following as attachments:

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2025</u>	EMR	<u>1</u>
YEAR	<u>2024</u>	EMR	<u>1</u>
YEAR	<u>2023</u>	EMR	<u>1</u>
YEAR	<u>2022</u>	EMR	<u>1</u>
YEAR	<u>2021</u>	EMR	<u>1</u>

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u>2025</u>	TRFR	<u>0</u>
YEAR	<u>2024</u>	TRFR	<u>0</u>
YEAR	<u>2023</u>	TRFR	<u>0</u>
YEAR	<u>2022</u>	TRFR	<u>0</u>
YEAR	<u>2021</u>	TRFR	<u>0</u>

Total number of man-hours worked for the last 5 Years:

YEAR	<u>2025</u>	TOTAL NUMBER OF MAN-HOURS	<u>1000</u>
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YEAR	<u>2024</u>	TOTAL NUMBER OF MAN-HOURS	<u>5167</u>
YEAR	<u>2023</u>	TOTAL NUMBER OF MAN-HOURS	<u>4139</u>
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: beUTAHful Landscapes LLC  
BY: Dallin Twilligear  
TITLE: OWNER  
DATED: 4/22/2025

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC - STATE OF \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

**beUTAHful Landscapes LLC**

1714 3900  
 Salt Lake City, UT 84124 US  
 +18018312288  
 dallin@beutahfulscapes.com  
 www.beutahfulscapes.com

**Estimate**

ADDRESS	ESTIMATE	1138
City of Saratoga Springs	DATE	04/01/2025

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Heavy Equipment	Ex. #302	5	550.00	2,750.00
Heavy Equipment	Skid.# 236	20	550.00	11,000.00
Dump trailer	4 yrd.	20	425.00	8,500.00
Job-site Vehicle Gas	Tundra 1/2 Ton	20	80.00	1,600.00
Diesel	GMC 1 Ton	20	110.00	2,200.00
Material/Equipment Transportation	Tilt	20	300.00	6,000.00
Traffic Mitigation	Traffic cones/Signage	20	1,250.00	25,000.00
WT-WTLC-C-06-PL	6 STA. 2 WAY CENT. LIGHT COMM.	1	1,208.43	1,208.43
WT-WTLC-6STA-KEY	6 STA. KEY FOR LIGHT COMMERCIA	1	195.46	195.46
WT-WTPRO3-C-H2O48SPT	48 STA. 2-WIRE ET PRO3 1 TOP ENTRY PEDESTAL (H20)	1	9,682.36	9,682.36
WT-WTPRO3-C-12-CWM	12 STA. 2 WAY CENT. CONTROLLER EXPANDABLE FROM 12-48 STATIONS	1	3,839.84	3,839.84
WT-SITECONSULT	12 STA. 2-WAY PRO3 HEAVY DUTY	1	9,763.13	9,763.13
WT-SITECONSULT	12 STA. 2-WAY PRO3 HEAVY DUTY	1	9,763.13	9,763.13
VI-RGVRSS	RAIN SWITCH ENCLOSURE 3 ** Special Order Item ** May require	1	267.30	267.30

additional  
freight/handling  
fees, and be  
subject to special-  
order return  
policies.

RAIN SWITCH  
ENCLOSURE 3

\*\* Special Order

Item \*\*

May require  
additional  
freight/handling  
fees, and be  
subject to special-  
order return  
policies.

CE-711QT	QUART 711 GREY CEMENT	4	52.00	208.00
CE-P70QT	QUART P-70 PURPLE PRIMER	4	46.15	184.60
TE-101	3/4" X 520" TEFLON TAPE	5	5.00	25.00
PT-ATUT60234	3/4 X 60YD ELECTRIC TAPE	4	4.00	16.00
RA- 1804SAMPRS45	4" SAM-PRS 45 PSI POP-UP BODY	242	8.17	1,977.14
RA-PA80	1/2" NPT NOZZLE ADAPTER	242	4.00	968.00
RA-SPXFLEX	EXTRA FLEXIBLE SWING PIPE (100FT)	5	31.33	156.65
RA-SBE5	1/2" SPIRAL BARB ELBOW	484	0.27	130.68
1/2" MARLEX STREET ELBOW	1/2" MARLEX STREET ELBOW	242	1.00	242.00
FI-407130	1" X 1/2" ST 90 ELBOW SCH 40	242	2.44	590.48
FI-401010	1" SSS TEE SCH 40	100	1.59	159.00
FI-406010	1" SS 90 ELBOW SCH 40	100	1.19	119.00
FI-450005	1/2" THREADED PLUG SCH 40	1	1.30	1.30
WT-WTLC-6STA- KEY	6 STA. KEY FOR LIGHT COMMERCIA	14	195.46	2,736.44
PI-1	1" SCHEDULE 40 PVC	1,600	0.59	944.00
WT-WTLC-C-06-PL	6 STA. 2 WAY CENT. LIGHT	18	1,208.43	21,751.74

	COMM.			
WT-WTPRO3-C-H2O48SPT	48 STA. 2-WIRE ET PRO3 1 TOP ENTRY PEDESTAL (H20)	1	9,682.36	9,682.36
WT-WTPRO3-C-12-CWM	12 STA. 2 WAY CENT. CONTROLLER EXPANDABLE FROM 12-48 STATIONS	1	3,839.84	3,839.84
WT-WTPRO3-C-12-SPT	12 STA. 2-WAY PRO3 HEAVY DUTY 2 SS PEDESTAL ENCLOSURE	2	9,763.00	19,526.00
WT-SITECONSULT	12 STA. 2-WAY PRO3 HEAVY DUTY	18	975.00	17,550.00
WT-WRS	RAIN SENSOR-WIRELESS	3	258.21	774.63
VI-RGVRSS	RAIN SWITCH ENCLOSURE 3 ** Special Order Item ** May require additional freight/handling fees, and be subject to special-order return policies. RAIN SWITCH ENCLOSURE 3 ** Special Order Item ** May require additional freight/handling fees, and be subject to special-order return policies.	3	267.30	801.90
RA-1804SAMPRS45	4" SAM-PRS 45 PSI POP-UP BODY	242	8.17	1,977.14
RA-PA80	1/2" NPT NOZZLE ADAPTER	242	4.00	968.00
RA-1404	1 GPM P.C. BUBBLER	242	4.73	1,144.66
SS-TS	X 8' TREATED TREE STAKES	104	5.20	540.80
VI-CT32	32" CINCH-TIE	104	1.04	108.16
FI-417010	1" SS 45 ELBOW SCH 40	10	1.83	18.30

Honeylocust	Gleditsia triacanthos var. inermis 'Shademaster®' #25; Rewholesale	52	419.70	21,824.40
	Gleditsia triacanthos var. inermis 'Shademaster®' #25; Rewholesale			
Labor	DEMO Includes 4 technicians	10	3,980.00	39,800.00
Labor	TURF REMOVAL	1	14,787.50	14,787.50
Labor	REMOVE & PLUG EXST. HEADS	1	13,300.00	13,300.00
Labor	INSTALL TREES	52	620.00	32,240.00
Labor	INSTALL BOULDERS	72	78.00	5,616.00
Labor	INSTALL ROCK	910	127.40	115,934.00
Labor	INSTALL BUBBLERS	121	20.00	2,420.00
BOND	PERFORMANCE/ WARRANTY	1	42,483.00	42,483.00

Thank you for your business!

SUBTOTAL

467,316.37

TOTAL

**\$467,316.37**

Accepted By

Accepted Date

**RESOLUTION NO. R25-24 (05-06-25)**

**A RESOLUTION AWARDING THE 2025 WATERWISE LANDSCAPING  
PROJECTS TO WKB CONSTRUCTION AND BEUTAHFUL  
LANDSCAPES LLC**

**WHEREAS**, the City Council of the City of Saratoga Springs has found it in the public's interest to obtain services from qualified contractors to provide services in accordance with the 2025 Waterwise Landscaping Project; and

**WHEREAS**, the City advertised a bid document on Bonfire for the 2025 Waterwise Landscaping Project in order to acquire services from qualified contractors; and

**WHEREAS**, the City's engineering consultant, Hansen, Allen, and Luce, provided an analysis of all quotations to determine the lowest responsible contractor, which was determined to be W.K.B. Construction, Inc. for Bid Schedules A (Grandview Landscaping) and beUTAHful Landscapes LLC. for Bid Schedule B (Irrigation Controller Replacement); and

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

**NOW THEREFORE, BE IT RESOLVED** by the governing body of the City of Saratoga Springs, Utah, that Bid Schedule A for Grandview Landscaping be awarded to W.K.B. Construction, Inc. in the amount of \$194,515 and Bid Schedule B for Irrigation Controller Replacements be awarded to beUTAHful Landscapes LLC. in the amount of \$82,555 and the City Manager is authorized to enter into these contracts accordingly. This resolution shall take effect immediately upon passage.

PASSED on the 6th of May, 2025

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

---

Jim Miller, Mayor

Attest: \_\_\_\_\_  
City Recorder



# MINUTES – City Council Off-Site Work Session

Mayor Jim Miller

Mayor Pro Tempore Audrey Barton

Council Member Christopher Carn

Council Member Michael McOmber

Council Member Lance Wadman

Council Member Stephen Willden

**CITY OF SARATOGA SPRINGS - Friday, April 18, 2025 – 1:00 p.m.  
Stay Bridge Hotel, 1301 Sunland Dr, St. George, UT 84790**

**Friday April 18, 2025** - Welcome: 1:00 p.m.

Present: Mayor Jim Miller, Councilmember McOmber, Councilmember Willden, Councilmember Carn, Council Member Barton, Councilmember Wadman, City Manager Mark Christensen, Assistant City Manager Owen Jackson. Via Zoom: Public Works Director Jeremy Lapin, Recreation Director Heston Williams.

1. Capital Projects – Council reviewed the needs to meet the recreation demands of the city and possible community center. Director Williams reviewed feasibility studies and resident comments. Public Works Director Lapin reviewed capital projects including roads, trails, cemetery, parks, & marinas. City Manager Mark J. Christensen brought up leasing the old city building to the new school district as an option. The council considered various factors including city & district growth and maintenance costs.
2. ULCT - City Manager Mark J. Christensen reviewed building and planning data and legislative bills.
3. NLCT – Membership Renewal. - Council discussed the merit of attending this and other conferences and how many persons they felt should be budgeted for to attend.
4. Budget Discussion - City Manager Mark J. Christensen updated council on investments of funds and employee benefits and the health care Share program.
5. Central Utah Water Update - A review of water purchases coming through. It was brought up that Central Utah Water may be amenable for flipping-a-strip incentives in Saratoga later this year. City Manager Mark J. Christensen noted that the state is interested in our metered water data.
6. Election Update - Council discussed the merits of having a filing fee for candidates to run for office.
7. Development Update – City Manager Mark J. Christensen reviewed the need for development agreements to be ironed out before upcoming annexation. PIDs were discussed as they are becoming more popular.
8. Citizen Outreach – the subject of a citizen's academy was approached for after the new city hall is complete. Assistant City Manager Owen Jackson lead discussion on parks and rec advisory committees. Mayor Miller suggested citizen committee(s) could help prioritize what was needed.
9. Other Topics – Council felt it was time for a review of the strategic plan and gathering data. City Manager Mark J. Christensen noted there would be a wellness survey coming through future staff packets. Assistant City Manager Owen Jackson received direction that we needed more data before approaching a North County Library co-op again. Council reviewed other topics and concerns to review in the future.
10. Closed Session – No closed session was held.

**Adjournment – Meeting adjourned without objection at 4:37 p.m.**

---

Jim Miller, Mayor

---

Date

Attest: \_\_\_\_\_

Nicolette Fike, City Recorder



## MINUTES – City Council Meeting

Tuesday, April 22, 2025

City of Saratoga Springs City Offices

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

### SPECIAL CITY COUNCIL POLICY MEETING

#### CALL TO ORDER

6:01 p.m. by Mayor Jim Miller

5

1. **Roll Call** – A quorum was present

**Present:**

Mayor Jim Miller, Council Members: Audrey Barton, Chris Carn, Michael McOmber, Lance Wadman, Stephen Willden.

10

Staff: City Manager Mark Christensen, Assistant City Manager Owen Jackson, City Attorney Kevin Thurman, Police Chief Andrew Burton, Community Development Director Ken Young, Building Official Caleb Fishnick, Planning Director Sarah Carroll, Budget Analyst Spencer Quain, Senior Planner Gina Grandpre, Planner II Kendal Black, City Recorder Nicolette Fike, Senior Planner David Jellen, Senior Planner Tippe Morlan, Public Works Director Jeremy Lapin, Engineer Kyle Kingsbury, Deputy City Recorder Kayla Moss.

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Others: Michael McKay, Taylor Spendlove, Ginger Romriell, Krisel Travis.

2. **Invocation/Reverence** – given by Council Member Carn

3. **Pledge of Allegiance** – led by Council Member Wadman

4. **Public Input** – None

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#### REPORTS

1. **Mayor:** Mayor Miller advised that he and the City Manager went to Sue Alexander's funeral. She volunteered 5,200 hours to start the first library in the City. She was a beloved member of the community.

25

2. **City Council:** Council Member Barton mentioned that the police department had an award ceremony today and the awards given out were very well deserved. She thanked Chief Burton for his efforts and for the amazing job his staff does. She also asked staff to look into code regarding fencing in the Steele Ridge area. She doesn't think there is enough privacy to the homeowners around that development.

30

Council Member Carn advised that they attended ULCT this past week and were told several times that cities aren't doing enough to fix the housing crisis.

Council Member McOmber also appreciated the recognition ceremony at the police department. He also mentioned that Chief Burton got a leadership of excellence award from his staff. That shows a lot to be recognized from those you lead.

35

3. **Administration:** City Manager Mark Christensen advised that a six foot tall fence around Steele Ridge Plaza is anticipated that will be constructed at the top of the wall near the drive-thrus. He also advised that the City received bids for the Mountain View Corridor widening project.

40

Public Works Director Jeremy Lapin advised that Mountain View Corridor is currently three lanes. It is still very congested, but improved. This project would widen the road to 5 lanes and add another lighted intersection. It was expected to cost \$5-6 million and the bids came in lower at \$3.1 million, so a significant savings. This will allow money left over for the widening of Pioneer Crossing in sections that aren't currently funded.

45

#### CONSENT ITEMS

1. **Amendments to City Code, Title 18.01 for Building Codes. Ordinance 25-26 (04-08-25).**
2. **Building Department Cardfile Plan Review Policy. Resolution R25-20 (04-22-25).**
3. **Adopting the State of Utah's Municipal Wastewater Planning Program (MWPP) Survey. Resolution R25-21 (04-22-25).**

50

4. Approval of Minutes: April 8, 2025.

**Motion made by Council Member McOmber to approve the Consent Items. Seconded by Council Member Wadman.**

55 **Vote:**

Council Member Barton Yes

Councilmember Carn Yes

Councilmember McOmber Yes

Councilmember Wadman Yes

Councilmember Willden Yes

60 No: None.

Absent: None.

Motion passed 5-0.

65 PUBLIC HEARINGS

1. **Budget Amendments for Fiscal Year 2024-2025. Resolution R25-22 (04-22-2025).** Budget Analyst Spencer Quain advised that this is the sixth budget amendment for fiscal year 2024-2025. A list of budget amendments are in the City Council Packet posted on the City Website. Most amendments are because revenues are coming in stronger than projected for impact fees.

70 Council Member McOmber advised those in attendance that the fiscal year for a City runs from July 1-June 30 so the fiscal year is almost finished.

75 Mayor Miller opened the public hearing at 6:14 p.m. There were no comments so the public hearing was closed.

**Motion made by Council Member Willden to approve Budget Amendments for Fiscal Year 2024-2025. Resolution R25-22 (04-22-2025) Seconded by Council Member McOmber.**

80 **Vote:**

Councilmember Barton Yes

Councilmember Carn Yes

Councilmember McOmber Yes

Councilmember Wadman Yes

Councilmember Willden Yes

85 No: None.

Absent: None.

Motion passed 5-0

90 2. **Proposed Street Name Change, Currently Buckhorn Bath Ave. Located in the Wander Subdivision. Michael McKay as Applicant. Ordinance 25-27 (04-22-2025).** Senior Planner Gina Grandpre advised that the applicant has requested renaming Buckhorn Bath Avenue due to challenges in clearly communicating the current street name, particularly when contacting Emergency Services and providing directions. These communication difficulties have led to potential misunderstandings. The street name change will affect approximately 27 residential homes and the Home Owner's Associate owned and operated pool and clubhouse. The proposal seeks City Council approval to proceed with the requested name change for the local road. Also, in response to the City Council's direction during the first public hearing on January 21, 2025, staff conducted additional outreach to residents. Staff went door to door to speak directly with residents who were home and invited them to participate in a survey regarding the proposed street name change. For those not home, a flyer was left with a QR code to access the survey online. The results of the survey indicate that more residents were opposed to changing the street name, 18 out of the twenty-seven residents took the survey, six were in favor and twelve opposed and nine did not respond. Additionally, two residents reached out via email and one by phone call to share their concerns and opinions, both email respondents took the survey and the one resident who called sent in a letter of opposition at the previous public hearing.

95 100 105 Mayor Miller opened the public hearing at 6:20 p.m.

110

Michael McKay advised that in his survey there were more neighbors that were for the change when it was first presented and now it seems it is more against.

There being no further comment the public hearing was closed at 6:21 p.m.

115

Council Member Willden asked that any petition for name changes in the future should have a certain process to be followed so that we avoid confusion in the surveys.

Council Member McOmber mentioned that you can register your cell phone with 911 services so that your address is linked to your number.

120

**Motion made by Council Member Willden to deny Proposed Name Change, Currently Buckhorn Bath Ave. Located in the Wander Subdivision. Michael McKay as Applicant. Ordinance 25-27 (04-22-2025) with all staff findings and conditions Seconded by Council Member Wadman.**

**Vote:**

<u><b>Councilmember Barton</b></u>	<u><b>Yes</b></u>
<u><b>Councilmember Carn</b></u>	<u><b>Yes</b></u>
<u><b>Councilmember McOmber</b></u>	<u><b>Yes</b></u>
<u><b>Councilmember Wadman</b></u>	<u><b>Yes</b></u>
<u><b>Councilmember Willden</b></u>	<u><b>Yes</b></u>

**No: None.**

130

**Absent: None.**

**Motion passed 5-0**

## BUSINESS ITEMS

135

1. Viviano Community and Village Plan Major Amendment, located at 98 S. Yellowstone Place. Tyler Lloyd with Cole West Design as Applicant. Ordinance 25-28 (04-22-25). Senior Planner Grandpre advised that this application requests approval for major amendments to the Viviano Community Plan and Village Plan. The proposed changes address discrepancies identified by staff between the approved Community and Village Plans and the corresponding construction drawings, site plans, building permits, and elevations. The Planning Commission reviewed the request on March 10, 2025 and recommended approval. Additionally, modifications are necessary to accommodate adjustments in the building footprints and building type product. Many of these changes were approved at various stages of the development process, including the preliminary, final, and site plan applications for Phase 1 (approved on December 18, 2023) and Phase 2 (approved on April 16, 2024).

145

Council Member Carn asked if the streets are private or public.

Senior Planner Grandpre advised that all of the roads within the development are private. The outside roads are public.

150

Council Member McOmber mentioned that he appreciates the reduction in density and the elevation changes they've made.

155

**Motion made by Council Member Carn to approve the Viviano Community and Village Plan Major Amendment, located at 98 S. Yellowstone Place. Tyler Lloyd with Cole West Design as Applicant. Ordinance 25-28 (04-22-25) with all staff findings and conditions in the packet. Seconded by Council Member Barton.**

**Vote:**

<u><b>Councilmember Barton</b></u>	<u><b>Yes</b></u>
<u><b>Councilmember Carn</b></u>	<u><b>Yes</b></u>
<u><b>Councilmember McOmber</b></u>	<u><b>Yes</b></u>
<u><b>Councilmember Wadman</b></u>	<u><b>Yes</b></u>
<u><b>Councilmember Willden</b></u>	<u><b>Yes</b></u>

**No: None.**

165

**Absent: None.**

**Motion passed 5-0**

170 2. **Amendments to Title 19 Land Development Code of the City of Saratoga Springs for Trampoline Parks/Courts and Bounce House Uses. Chapters 19.02 – Definitions; 19.04 – Establishment of Land Use Zones and Official Map; and 19.09 – Off-Street Parking. Citywide. City-Initiated.**

175 **Ordinance 25-29 (04-22-25).** Planner II Kendal Black advised the City Council that this is a staff-initiated code amendment related to “Bounce House(s)” and “Trampoline Park(s),” and is intended to define the uses, add parking standards, and specify which zones will allow them.

180 Council Member McOmber asked why the definition of bounce house was kept so narrow by saying “especially by children”. He suggested removing that language since adults can use them as well. He also suggested removing the use from Regional Commercial and Business Park zones.

185 Council Member Willden agreed that he is okay with removing “especially by children”.

190 Council Member Carn is hesitant to ease the code to get more trampoline parks, bounce houses, and gymnastics studios when the City needs more job creating uses.

195 **Motion made by Council Member McOmber to approve the Amendments to Title 19 Land Development Code of the City of Saratoga Springs for Trampoline Parks/Courts and Bounce House Uses. Chapters 19.02 – Definitions; 19.04 – Establishment of Land Use Zones and Official Map; and 19.09 – Off-Street Parking. Citywide. City-Initiated. Ordinance 25-29 (04-22-25) with all staff findings and conditions and additional condition that Regional Commercial and Business Park be removed as permitted zones and remove the language “especially by children” from bounce house definition. Seconded by Council Member Barton.**

**Vote:**

Councilmember Barton Yes

Councilmember Carn Yes

Councilmember McOmber Yes

Councilmember Wadman Yes

Councilmember Willden Yes

No: None.

Absent: None.

Motion passed 5-0

## WORK SESSION

200 1. **Three Canyons Community Plan and Master Development Agreement Discussion. Located Approx. Mountain View Corridor and Lariat Blvd. Ginger Romriell, Larry H. Miller, as applicant.** This Community Plan and Master Development Agreement was presented to the City Council by Senior Planner Tippe Morlan. It will be brought back to the Council at a later date for official action to be taken. The Council gave the developer input on their proposed plans.

205 2. **Wildflower Village Plan 5 and Wildflower 4<sup>th</sup> Community Plan Amendment. Located Approximately Marigold Dr. and Chianti St. Elizabeth Cole as Applicant.** Senior Planner Morlan presented the applicant for the Village Plan and Community Plan to the City Council. Krisel Travis with DAI gave the Council a presentation. It will be brought back to the Council at a later date for official action to be taken. The Council gave the developer input on their proposed plans.

210 215 **CLOSED SESSION (Possible) – No closed session was held.**

## ADJOURNMENT

Meeting Adjourned Without Objection at 8:53 p.m. by Mayor Jim Miller.

220

\_\_\_\_\_  
Mayor Jim Miller

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Recorder

**ORDINANCE NO. 25-32 (05-06-25)**

**ORDINANCE ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR 2025-2026, COMPENSATION SCHEDULE FOR ELECTED AND STATUTORY OFFICERS, COMPENSATION INCREASE FOR EXECUTIVE MUNICIPAL OFFICERS, AND A NO PROPERTY TAX INCREASE; ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, following adoption of a tentative budget, Utah Code § 10-6-118 requires the City Council to, on or before June 30 of each year, adopt a final budget after holding a public hearing; and

**WHEREAS**, Utah Code § 10-3-818 requires the City Council to adopt a compensation schedule for its elected and statutory officers and a compensation increase for executive municipal officers (collectively “compensation schedules”) through ordinance after holding a public hearing that is separate from the public hearing on the tentative budget; and

**WHEREAS**, Utah Code §§ 10-6-113 requires the City Council to publish 7 days advance notice of the adoption of the final budget and compensation schedules; and

**WHEREAS**, the City Council held a public hearing on May 6<sup>th</sup>, 2025, regarding the 2025-2026 final budget and compensation schedules; and

**WHEREAS**, after due consideration of all public input received, the City Council now wishes to adopt the final budget and compensation schedules and increase attached hereto.

**NOW THEREFORE**, be it ordained by the Governing Body of the City of Saratoga Springs, Utah, that:

1. The City of Saratoga Springs does hereby adopt the final budget for fiscal year 2025-2026 and compensation schedules attached hereto. This includes a no property tax increase.
2. This ordinance shall take effect on July 1, 2025 and after publication as required by Utah law.

**ADOPTED AND PASSED** by the City Council of the City of Saratoga Springs, Utah, this 6<sup>th</sup> day of May, 2026.

Signed: \_\_\_\_\_  
Jim Miller, Mayor

Attest: \_\_\_\_\_  
City Recorder

## **CITY COUNCIL VOTE AS RECORDED**

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

FY2026 Budget Requests								
Y/N City Manager Recommended	Request	Budget Amendments	FY 2025 Adjusted Budget	FY 2026 Dept Request	FY 2027 Dept Request	Recommended FY 2026 with one time 2025 Revenues	Recommended FY 2026 Ongoing	Recommended FY 2027 Ongoing
<b>GENERAL FUND</b>								
<b>Administration</b>								
BA #1	Vehicle for City Facilities Maintenance	\$ 60,000						
BA #3	Raise Education and Training Budget	\$ 16,600						
Y	Payplan (decrease is due to department split)		\$ (921,280)	\$ (921,280)		\$ (921,280)	\$ (921,280)	\$ (921,280)
Y	Increase Education and Training Budget for NLC		\$ 5,000	\$ 5,000		\$ 5,000	\$ 5,000	\$ 5,000
Y	Management Interns		\$ 40,253	\$ 80,506		\$ 40,252.77	\$ 80,506	\$ 80,506
Y	Risk Manager		\$ 142,788	\$ 127,431		\$ 127,431	\$ 127,431	\$ 127,431
Y	Emergency Management Coordinator		\$ 126,394	\$ 111,037		\$ 111,037	\$ 111,037	\$ 111,037
Y	Split HR and Facilities Maintenance into their own, separate departments		\$ -	\$ -		\$ -	\$ -	\$ -
<b>HR</b>								
Y	Payplan		\$ 610,833	\$ 610,833		\$ 610,833	\$ 610,833	\$ 610,833
Y	PT HR Assistant to FT		\$ 49,157	\$ 49,157		\$ 49,157	\$ 49,157	\$ 49,157
Y	New HR Assistant		\$ 86,801	\$ 86,801		\$ 86,801	\$ 86,801	\$ 86,801
<b>Facilities Maintenance</b>								
BA #6	Admin Bank Charges	\$ 150,000	\$ 250,000	\$ 250,000		\$ 250,000	\$ 250,000	\$ 250,000
Y	Payplan		\$ 494,822	\$ 494,822		\$ 494,822	\$ 494,822	\$ 494,822
Y	Reclass Office & Facilities Administrator		\$ 3,473	\$ 3,473		\$ 3,473	\$ 3,473	\$ 3,473
<b>Building Inspection</b>								
BA #5	Hail Storm Vehicle Damage Repairs	\$ 4,839						
Y	Payplan		\$ 91,859	\$ 91,859		\$ 91,859	\$ 91,859	\$ 91,859
N	AI Plan Review Software		\$ 10,000	\$ 10,000		\$ 10,000	\$ 10,000	\$ 10,000
Y	New Plans Examiner Position	\$ 2,506	\$ 5,012	\$ 5,012		\$ 5,012	\$ 5,012	\$ 5,012
N	Digitize Archived Plans		\$ 20,000					
Y	Consolidate Vehicle Maintenance in Fleet Fund		\$ (4,500)	\$ (4,500)		\$ (4,500)	\$ (4,500)	\$ (4,500)
<b>Treasurer</b>								
BA #6	Admin Bank Charges	\$ 150,000	\$ 250,000	\$ 250,000		\$ 250,000	\$ 250,000	\$ 250,000
Y	Payplan		\$ 6,434	\$ 6,434		\$ 6,434	\$ 6,434	\$ 6,434
<b>City Recorder</b>								
BA #4	Department Budget Reallocation	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Y	Payplan		\$ 19,365	\$ 19,365		\$ 19,365	\$ 19,365	\$ 19,365
Y	New Passport Coordinator		\$ 67,730	\$ 83,640		\$ 67,730	\$ 67,730	\$ 67,730
Y	New PT Passport Tech		\$ 17,188	\$ 34,376		\$ 17,188	\$ 17,188	\$ 17,188

Y/N City Manager Recommended	Request	Budget Amendments	FY 2025 Adjusted Budget	FY 2026 Dept Request	FY 2027 Dept Request	Recommended FY 2026 with one time 2025 Revenues	Recommended FY 2026 Ongoing	Recommended FY 2027 Ongoing
<b>Public Relations &amp; Communications</b>								
BA #4	New Assistant Civic Events Coordinator		\$ 8,474	\$ 16,948	\$ 16,948		\$ 16,948	\$ 16,948
Y	Payplan			\$ 4,501	\$ 4,501		\$ 4,501	\$ 4,501
Y	Events Budget Increase			\$ 147,570	\$ 183,570		\$ 147,570	\$ 147,570
N	Convert PT Civic Events Coordinator to FT			\$ 55,647	\$ 55,647			
Y	Holiday Decorations for Redwood Rd			\$ 16,000		\$ 16,000		
Y	Reclass Public Relations & Civic Events Supervisor to Public Relations Manager			\$ 14,354	\$ 14,354		\$ 14,354	\$ 14,354
Y	New PT PR Specialist (Social Media/Multi-Media Administrator position)			\$ 25,226	\$ 50,453		\$ 25,226	\$ 50,453
<b>Community Development Department</b>								
BA #1	Economic Development Software	\$ 23,200						
Y	Payplan			\$ 41,875	\$ 41,875		\$ 41,875	\$ 41,875
<b>Elections</b>								
Y	Increase Budget			\$ 67,500	\$ 67,500		\$ 67,500	\$ 67,500
<b>Engineering</b>								
Y	Payplan			\$ 60,095	\$ 60,095		\$ 60,095	\$ 60,095
Y	Consolidate Vehicle Maintenance in Fleet Fund			\$ (5,000)	\$ (5,000)		\$ (5,000)	\$ (5,000)
<b>Fire</b>								
Y	Payplan			\$ 340,610	\$ 340,610			
Y	2 New Battalion Chiefs			\$ 413,975	\$ 330,769	\$ 83,206	\$ 330,769	\$ 330,769
Y	Increase Training Budget			\$ 38,000	\$ 38,000		\$ 38,000	\$ 38,000
Y	3 New Fire Interns			\$ 32,949	\$ 32,949		\$ 32,949	\$ 32,949
Y	Consolidate Vehicle Maintenance in Fleet Fund			\$ (76,000)	\$ (76,000)		\$ (76,000)	\$ (76,000)
<b>General Govt. Building and Grounds</b>								
BA #3	Raise Utilities-Power Budget	\$ 9,400						
BA #3	Raise Utilities-Telephone Budget	\$ 70,000						

Y/N City Manager Recommended	Request	Budget Amendments	FY 2025 Adjusted Budget	FY 2026 Dept Request	FY 2027 Dept Request	Recommended FY 2026 with one time 2025 Revenues	Recommended FY 2026 Ongoing	Recommended FY 2027 Ongoing
<b>IT Services</b>								
BA #5	Hail Storm Vehicle Damage Repairs	\$ 15,049						
Y	Payplan			\$ 49,851	\$ 49,851		\$ 49,851	\$ 49,851
Y	Customer Service Software			\$ 75,000	\$ 75,000		\$ 75,000	\$ 75,000
Y	New Evergreen Software GL			\$ 246,158	\$ 271,288		\$ 246,158	\$ 271,288
Y	Defund Redundant Software GLs			\$ (217,700)	\$ (217,700)		\$ (217,700)	\$ (217,700)
Y	Increase Training Budget			\$ 7,800	\$ 7,800		\$ 7,800	\$ 7,800
Y	New GIS Intern			\$ 29,704	\$ 29,704		\$ 29,704	\$ 29,704
Y	Consolidate Vehicle Maintenance in Fleet Fund			\$ (1,800)	\$ (1,800)		\$ (1,800)	\$ (1,800)
<b>Justice Court</b>								
BA #4	Increase ACE Court Budget	\$ 12,000		\$ 12,000	\$ 12,000		\$ 12,000	\$ 12,000
BA #5	Reclass PT Court Clerk to FT Judicial Assistant III		\$ 13,242	\$ 54,189	\$ 54,189		\$ 54,189	\$ 54,189
BA #5	Reclass Lead Clerk to Judicial Supervisor		\$ 1,314	\$ 3,494	\$ 3,494		\$ 3,494	\$ 3,494
BA #6	Increase Interpreter Budget		\$ 2,500	\$ 2,500	\$ 2,500		\$ 2,500	\$ 2,500
BA #6	Increase State Justice Court Fees		\$ 48,000	\$ 48,000	\$ 48,000		\$ 48,000	\$ 48,000
Y	Payplan			\$ 11,346	\$ 11,346		\$ 11,346	\$ 11,346
Y	State Mandated Judge Wage Increase (TBD)			\$ 7,328	\$ 7,328		\$ 7,328	\$ 7,328
Y	Reclass PT Court Clerk to PT Judicial Assistant II			\$ 5,166	\$ 5,166		\$ 5,166	\$ 5,166
<b>Legal Department</b>								
Y	Payplan			\$ 30,293	\$ 30,293		\$ 30,293	\$ 30,293
Y	Increase Books and Memberships Budget			\$ 168	\$ 340		\$ 168	\$ 340
Y	IMLA Trainings			\$ 550	\$ 600		\$ 550	\$ 600
Y	Reclassify 2 Assistant City Attorneys			\$ 13,059	\$ 13,712		\$ 13,059	\$ 13,712
Grant-Dependent	New PT Legal Assistant			\$ 38,567	\$ 40,495			
<b>Legislative Department</b>								
BA #3	Raise Association Memberships Budget	\$ 34,200						
BA #3	Raise Education and Training Budget	\$ 15,000						
Y	Payplan			\$ 14,992	\$ 14,992		\$ 14,992	\$ 14,992
Y	Increase Association Membership Budget for NLC			\$ 10,000	\$ 10,000		\$ 10,000	\$ 10,000

Y/N City Manager Recommended	Request	Budget Amendments	FY 2025 Adjusted Budget	FY 2026 Dept Request	FY 2027 Dept Request	Recommended FY 2026 with one time 2025 Revenues	Recommended FY 2026 Ongoing	Recommended FY 2027 Ongoing
<b>Library Services</b>								
BA #4	New Senior Librarian		\$ 51,142	\$ 102,284	\$ 102,284		\$ 102,284	\$ 102,284
BA #4	3 PT Library Clerks		\$ 17,495	\$ 55,387	\$ 55,387		\$ 55,387	\$ 55,387
BA #5	CLEF Grant	\$ 10,507						
Y	Payplan			\$ 84,999	\$ 84,999		\$ 84,999	\$ 84,999
Y	Reclass Library Clerk II to III			\$ 2,622	\$ 2,622		\$ 2,622	\$ 2,622
Y	New Senior Librarian			\$ 59,666	\$ 102,284		\$ 59,666	\$ 102,284
Y	New Librarian			\$ 52,414	\$ 89,853		\$ 52,414	\$ 89,853
Y	New Library Clerk III			\$ 43,420	\$ 74,435		\$ 43,420	\$ 74,435
N	2 New Facilities Maintenance Technicians			\$ 95,158	\$ 108,164			
Y	PT Programming Associate			\$ 25,441	\$ 25,441		\$ 25,441	\$ 25,441
Y	3 PT Library Assistants			\$ 50,335	\$ 85,179		\$ 50,335	\$ 85,179
Y	Increase Computers & Equipment Budget			\$ 54,760	\$ 2,560	\$ 54,760	\$ 2,560	
Y	Increase Software Budget			\$ 19,000	\$ 13,750	\$ 19,000	\$ 13,750	
Partial	Increase Programming Budget			\$ 20,000	\$ 20,000		\$ 10,000	\$ 10,000
Partial	Collections Replacement Budget			\$ 50,000	\$ 50,000		\$ 25,000	\$ 25,000
Partial	Digital Collections Replacement Budget			\$ 150,000	\$ 150,000		\$ 62,200	\$ 62,200
Partial	Library Supplies Budget			\$ 40,000	\$ 40,000		\$ 20,000	\$ 20,000
<b>Non-Departmental</b>								
BA #1	Increase Vehicle Maintenance Budget	\$ 8,000						
BA #1	Increase Insurance Budget	\$ 80,000						
BA #2	HR Software	\$ 28,000						
BA #5	Alpine School District Split	\$ 50,000						
Y	Consolidate Vehicle Maintenance in Fleet Fund			\$ (12,000)	\$ (12,000)		\$ (12,000)	\$ (12,000)

Y/N City Manager Recommended	Request	Budget Amendments	FY 2025 Adjusted Budget	FY 2026 Dept Request	FY 2027 Dept Request	Recommended FY 2026 with one time 2025 Revenues	Recommended FY 2026 Ongoing	Recommended FY 2027 Ongoing
<b>Parks &amp; Open Spaces</b>								
BA #1	New Parks Trailer	\$ 7,000						
BA #3	Raise Utilities-Sewer Budget	\$ 10,000						
BA #3	Raise Utilities-Water Budget	\$ 130,000						
BA #3	Purchase of Backhoe (Split with Streets, Parks, Water and Sewer)	\$ 1,600						
BA #4	New Sextant for Cemetery		\$ 103,635	\$ 109,804	\$ 109,804		\$ 109,804	\$ 109,804
BA #5	Hail Storm Vehicle Damage Repairs	\$ 68,247						
Y	Payplan			\$ 98,045	\$ 98,045		\$ 98,045	\$ 98,045
Y	New Maintenance 4			\$ 151,374	\$ 97,380	\$ 53,994	\$ 97,380	\$ 97,380
Y	2 New Maintenance 1s			\$ 272,414	\$ 164,422	\$ 53,994	\$ 164,422	\$ 164,422
Y	Cemetery Equipment and Tools			\$ 328,236		\$ 328,236		
Y	Seasonal Staff for Cemetery			\$ 37,440	\$ 37,440		\$ 37,440	\$ 37,440
Y	Increase Landscape Equipment Budget			\$ 6,000	\$ 6,000		\$ 6,000	\$ 6,000
Y	Reclass 2 Maintenance 1s to 2s			\$ 6,144	\$ 6,144		\$ 6,144	\$ 6,144
Y	Reclass a Maintenance 2 to a 3			\$ 3,105	\$ 3,105		\$ 3,105	\$ 3,105
Y	Reclass a Maintenance 3 to a 4			\$ 3,796	\$ 3,796		\$ 3,796	\$ 3,796
Y	Skid Steer (16.67% share of total)			\$ 17,003		\$ 17,003		
Y	Forklift (14.29% share of total)			\$ 12,146		\$ 12,146		
Y	Consolidate Vehicle Maintenance in Fleet Fund			\$ (15,800)	\$ (15,800)		\$ (15,800)	\$ (15,800)
<b>Planning &amp; Zoning</b>								
BA #5	Hail Storm Vehicle Damage Repairs	\$ 6,593						
Y	Payplan			\$ 40,556	\$ 40,556		\$ 40,556	\$ 40,556
Y	Increase Books and Memberships Budget			\$ 1,500	\$ 1,500		\$ 1,500	\$ 1,500
Y	Increase Office Supplies and Equipment Budget			\$ 2,000	\$ 2,000		\$ 2,000	\$ 2,000
Y	Decrease Gasoline Budget			\$ (4,800)	\$ (4,800)		\$ (4,800)	\$ (4,800)
Y	Increase Code Enforcement Budget			\$ 3,375	\$ 3,375		\$ 3,375	\$ 3,375
Y	Create Code Enforcement Trainings and Memberships Budget			\$ 3,410	\$ 3,410		\$ 3,410	\$ 3,410
Y	Create Code Enforcement Gasoline Budget			\$ 3,000	\$ 3,000		\$ 3,000	\$ 3,000
Y	Create Code Enforcement Abatement Budget			\$ 5,000	\$ 5,000		\$ 5,000	\$ 5,000
Y	Consolidate Vehicle Maintenance in Fleet Fund			\$ (2,300)	\$ (2,300)		\$ (2,300)	\$ (2,300)
<b>Police - Bluffdale</b>								
BA #1	Bluffdale Police Contract Update	\$ 206,435						
BA #5	Bluffdale Police Contract Update-2 PT Clerks converted to FT		\$ 52,875	\$ 52,875	\$ 52,875		\$ 52,875	\$ 52,875
Y	Payplan			\$ 100,019	\$ 100,019		\$ 100,019	\$ 100,019

Y/N City Manager Recommended	Request	Budget Amendments	FY 2025 Adjusted Budget	FY 2026 Dept Request	FY 2027 Dept Request	Recommended FY 2026 with one time 2025 Revenues	Recommended FY 2026 Ongoing	Recommended FY 2027 Ongoing
<b>Police</b>								
BA #3	Raise Professional Contract Services Budget	\$ 11,000						
BA #5	Hail Storm Vehicle Damage Repairs	\$ 166,287						
BA #6	Vehicle Maintenance	\$ 19,605						
Y	Payplan			\$ 258,567	\$ 258,567		\$ 258,567	\$ 258,567
Y	2 New Police Officers			\$ 468,516	\$ 314,516	\$ 154,000	\$ 314,516	\$ 314,516
N	New Police Lieutenant			\$ 267,137	\$ 190,137			
Y	Convert PT Logistics to FT			\$ 57,058	\$ 57,058		\$ 57,058	\$ 57,058
Y	New PT Victim Advocate			\$ 32,478	\$ 32,478		\$ 32,478	\$ 32,478
Y	Convert Records Clerk to Records Supervisor			\$ 2,313	\$ 2,313		\$ 2,313	\$ 2,313
N	Increase Consumable Supplies Budget			\$ 20,000				
Y	Increase Contract Services Budget			\$ 54,133	\$ 54,133		\$ 54,133	\$ 54,133
Y	Consolidate Vehicle Maintenance in Fleet Fund			\$ (95,000)	\$ (95,000)		\$ (95,000)	\$ (95,000)
<b>Public Improvements</b>								
BA #5	Hail Storm Vehicle Damage Repairs	\$ 36,507						
Y	Payplan			\$ 20,287	\$ 20,287		\$ 20,287	\$ 20,287
Y	Increase Budget for Consulting Services			\$ 20,000	\$ 20,000		\$ 20,000	\$ 20,000
Y	Consolidate Vehicle Maintenance in Fleet Fund			\$ (6,500)	\$ (6,500)		\$ (6,500)	\$ (6,500)
<b>Public Works</b>								
BA #5	Hail Storm Vehicle Damage Repairs	\$ 22,784						
Y	Payplan			\$ 20,771	\$ 20,771		\$ 20,771	\$ 20,771
Y	Move Fleet Administator to Fleet Fund			\$ (132,552)	\$ (132,552)		\$ (132,552)	\$ (132,552)
Y	Reclass Electrician II to a III			\$ 4,522	\$ 4,522		\$ 4,522	\$ 4,522
N	Fleet Service Software			\$ 29,000	\$ 29,000		\$ 29,000	\$ 29,000
Y	Consolidate Vehicle Maintenance in Fleet Fund			\$ (5,000)	\$ (5,000)		\$ (5,000)	\$ (5,000)
<b>Recreation</b>								
BA #5	Hail Storm Vehicle Damage Repairs	\$ 14,140						
Y	Payplan			\$ 61,549	\$ 61,549		\$ 61,549	\$ 61,549
Y	Create Street Hockey Program			\$ 12,000	\$ 12,000		\$ 12,000	\$ 12,000
Y	Create Race Program			\$ 10,000	\$ 10,000		\$ 10,000	\$ 10,000
Y	Additional Sports Official Hours			\$ 17,568	\$ 17,568		\$ 17,568	\$ 17,568
Y	Additional Site Supervisor Hours			\$ 5,684	\$ 5,684		\$ 5,684	\$ 5,684
Y	Increase Adult Sports Official Hours			\$ 3,359	\$ 3,359		\$ 3,359	\$ 3,359
Y	Increase Baseball Budget			\$ 25,000	\$ 25,000		\$ 25,000	\$ 25,000
Y	Increase Concessions Budget			\$ 3,000	\$ 3,000		\$ 3,000	\$ 3,000
Y	New FT Recreation Coordinator			\$ 96,515	\$ 96,515		\$ 96,515	\$ 96,515
Y	Increase Trainings Budget			\$ 6,000	\$ 6,000		\$ 6,000	\$ 6,000
Y	Consolidate Vehicle Maintenance in Fleet Fund			\$ (1,000)	\$ (1,000)		\$ (1,000)	\$ (1,000)

Y/N City Manager Recommended	Request	Budget Amendments	FY 2025 Adjusted Budget	FY 2026 Dept Request	FY 2027 Dept Request	Recommended FY 2026 with one time 2025 Revenues	Recommended FY 2026 Ongoing	Recommended FY 2027 Ongoing
<b>Streets</b>								
BA #3	Purchase of Backhoe (Split with Streets, Parks, Water and Sewer)	\$ 6,000						
BA #5	Hail Storm Vehicle Damage Repairs	\$ 32,047						
Y	Payplan			\$ 50,263	\$ 50,263		\$ 50,263	\$ 50,263
Y	Skid Steer (16% share of total)			\$ 17,003		\$ 17,003		
Y	Streets Trailer			\$ 13,799		\$ 13,799		
Y	Concrete Trailer			\$ 11,737		\$ 11,737		
Y	New Maintenance I			\$ 194,451	\$ 83,911	\$ 110,540	\$ 83,911	\$ 83,911
N	Trailer			\$ 11,762				
N	Concret Grinder			\$ 12,991				
Y	Consolidate Vehicle Maintenance in Fleet Fund			\$ (65,000)	\$ (65,000)		\$ (65,000)	\$ (65,000)
<b>Utility Billing</b>								
Y	Payplan			\$ 35,332	\$ 35,332		\$ 35,332	\$ 35,332
<b>Transfers</b>								
Y	Increase Fleet Replacement Transfer			\$ 100,000	\$ 100,000		\$ 100,000	\$ 100,000
Y	Increase Transfer for Road Maintenance			\$ 500,000	\$ 500,000		\$ 500,000	\$ 500,000
Y	Transfer to Fleet Service Fund			\$ 527,080	\$ 527,080		\$ 527,080	\$ 527,080
<b>General Fund Total</b>		\$ 1,098,440	\$ 601,183	\$ 7,798,896	\$ 6,964,755	\$ 945,418	\$ 6,703,263	\$ 6,916,721
<b>FLEET SERVICE FUND</b>								
Y	Fleet Lead Mechanic			\$ 110,916	\$ 110,916		\$ 110,916	\$ 110,916
Y	Fleet Mechanic III			\$ 99,989	\$ 99,989		\$ 99,989	\$ 99,989
Y	Move Fleet Administrator Position in from General Fund			\$ 132,552	\$ 132,552		\$ 132,552	\$ 132,552
Y	In-House Mechanic Tools			\$ 135,000		\$ 135,000		
Y	Books and Memberships			\$ 600	\$ 600		\$ 600	\$ 600
Y	Education/Training			\$ 2,700	\$ 2,700		\$ 2,700	\$ 2,700
Y	Office Supplies			\$ 300	\$ 300		\$ 300	\$ 300
Y	Vehicle Parts/Supplies			\$ 125,000	\$ 125,000		\$ 125,000	\$ 125,000
Y	Contract Services			\$ 100,000	\$ 100,000		\$ 100,000	\$ 100,000
Y	Uniforms/Clothing			\$ 2,400	\$ 2,400		\$ 2,400	\$ 2,400
Y	Fleet Equipment			\$ 4,400	\$ 4,400		\$ 4,400	\$ 4,400
Y	Waste Oil Disposal			\$ 500	\$ 500		\$ 500	\$ 500
Y	Misc. Expenses			\$ 1,000	\$ 1,000		\$ 1,000	\$ 1,000
<b>Fleet Service Fund Total</b>		\$ -	\$ -	\$ 715,357	\$ 580,357	\$ 135,000	\$ 580,357	\$ 580,357

Y/N City Manager Recommended	Request	Budget Amendments	FY 2025 Adjusted Budget	FY 2026 Dept Request	FY 2027 Dept Request	Recommended FY 2026 with one time 2025 Revenues	Recommended FY 2026 Ongoing	Recommended FY 2027 Ongoing
<b>STORM DRAIN CAPITAL PROJ FUND</b>								
BA #1 Increase Developer Reimbursement Budget \$ 121,059								
BA #3	Defund Clark-OSC2	\$ (1,220)						
Storm Drain Impact Fund Total		\$ 119,839	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>PARKS CAPITAL PROJECTS FUND</b>								
BA #1	Cemetery	\$ 1,071,000						
BA #3	Raise Parks Master Planning Budget	\$ 10,000						
BA #3	Neptune Park Storage Facilities	\$ 70,250						
BA #3	Heron Hills Park	\$ 45,000						
Parks Impact Fund Total		\$ 1,196,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>ROADS CAPITAL PROJECTS FUND</b>								
BA #1	Mountainview Corridor (Crop Loss)	\$ 700,568						
Y	MVC Widen: SR 73 to Pony Express			\$ 2,000,000			\$ 2,000,000	
Y	Debt Repayment for State Loan			\$ 578,667	\$ 578,667		\$ 578,667	\$ 578,667
Roads Impact Fund Total		\$ 700,568	\$ -	\$ 2,578,667	\$ 578,667	\$ -	\$ 2,578,667	\$ 578,667
<b>PUBLIC SAFETY CAPITAL PROJ FUND</b>								
BA #1	Payment to Fund Loan from Fund 35	\$ 900,000						
BA #3	Fire Station Improvements	\$ 614,300						
Public Safety Impact Fund Total		\$ 1,514,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Y/N City Manager Recommended	Request	Budget Amendments	FY 2025 Adjusted Budget	FY 2026 Dept Request	FY 2027 Dept Request	Recommended FY 2026 with one time 2025 Revenues	Recommended FY 2026 Ongoing	Recommended FY 2027 Ongoing
<b>CAPITAL PROJECTS FUND</b>								
BA #2	Grading for PW Site	\$ 36,000						
BA #2	Parks Capital Projects	\$ 70,250						
BA #3	Defund Modular Office Space Budget	\$ (118,500)						
BA #3	City Hall/Library Designs	\$ 118,500		\$ 10,000,000			\$ 10,000,000	
BA #5	City Entrance Monuments	\$ 250,000						
Y	New Check-Out Equipment and Library Collection			\$ 500,000			\$ 500,000	
Y	Increase Equipment Replacement Budget			\$ 100,000	\$ 100,000		\$ 100,000	\$ 100,000
Y	Increase Fleet Replacement Budget			\$ 100,000	\$ 100,000		\$ 100,000	\$ 100,000
N	Mt Saratoga Open Space			\$ 835,637				
N	Wildlife Detention Basin			\$ 48,847				
Y	Rec Storage			\$ 266,091			\$ 266,091	
Y	Pelican Bay Frontage Landscaping			\$ 56,000			\$ 56,000	
N	Slide at Neptune Park			\$ 166,562				
N	Neptune Park Improvements			\$ 37,960				
Y	City Hall Misc.			\$ 250,000			\$ 250,000	
<b>General Capital Fund Total</b>		\$ 356,250	\$ -	\$ 12,361,097	\$ 200,000	\$ -	\$ 11,272,091	\$ 200,000
<b>GARBAGE UTILITY FUND</b>								
BA #3	Adjust Contract Services Budget	\$ 600,000						
Y	Garbage Contract Services			\$ 300,000	\$ 300,000		\$ 300,000	\$ 300,000
<b>Garbage Utility Fund Total</b>		\$ 600,000	\$ -	\$ 300,000	\$ 300,000	\$ -	\$ 300,000	\$ 300,000
<b>CDRA FUND</b>								
BA #1	Increase Developer Agreement Budget	\$ 815,820						
<b>CDRA Fund Total</b>		\$ 815,820	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Y/N City Manager Recommended	Request	Budget Amendments	FY 2025 Adjusted Budget	FY 2026 Dept Request	FY 2027 Dept Request	Recommended FY 2026 with one time 2025 Revenues	Recommended FY 2026 Ongoing	Recommended FY 2027 Ongoing
<b>LBA FUND</b>								
	None							
<b>LBA Fund Total</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>STREET LIGHTING FUND</b>								
Y	Payplan		\$ 8,280	\$ 8,280		\$ 8,280	\$ 8,280	\$ 8,280
Y	Reclass an Apprentice Electrician I to a II		\$ 3,507	\$ 3,507		\$ 3,507	\$ 3,507	\$ 3,507
Y	Increase Uniforms Budget		\$ 4,000	\$ 4,000		\$ 4,000	\$ 4,000	\$ 4,000
Y	Increase PPE Budget		\$ 8,000	\$ 8,000		\$ 8,000	\$ 8,000	\$ 8,000
Y	Increase Training Budget		\$ 8,000	\$ 8,000		\$ 8,000	\$ 8,000	\$ 8,000
Y	New Forklift (14.29% of Total Expense)		\$ 12,147			\$ 12,147		
Y	New Vac truck (16.67% of Total Expense)		\$ 116,690			\$ 116,690		
Y	Consolidate Vehicle Maintenance in Fleet Fund		\$ (5,000)	\$ (5,000)		\$ (5,000)	\$ (5,000)	\$ (5,000)
Y	Transfer to Fleet Service Fund		\$ 5,000	\$ 5,000		\$ 5,000	\$ 5,000	\$ 5,000
<b>Streetlighting Fund Total</b>		\$ -	\$ 160,624	\$ 31,787	\$ 128,837	\$ 31,787	\$ 31,787	\$ 31,787

Y/N City Manager Recommended	Request	Budget Amendments	FY 2025 Adjusted Budget	FY 2026 Dept Request	FY 2027 Dept Request	Recommended FY 2026 with one time 2025 Revenues	Recommended FY 2026 Ongoing	Recommended FY 2027 Ongoing
<b>WATER FUND</b>								
<i>Culinary Water</i>								
BA #2	Grading for PW Site	\$ 27,000						
BA #3	Purchase of Backhoe (Split with Streets, Parks, Water and Sewer)	\$ 9,600						
BA #4	Well 4 Chlorination	\$ 230,000						
BA #5	Hail Storm Vehicle Damage Repairs	\$ 51,789						
Y	Payplan		\$ 48,443	\$ 48,443				
Y	New Maintenance 1		\$ 137,907	\$ 83,911				
Y	Reclass Maintenance 2 to a 3		\$ 3,105	\$ 3,105				
Y	Reclass Maintenance 3 to a 4		\$ 3,796	\$ 3,796				
Y	New Vac truck (16.67% of Total Expense)		\$ 116,690					
Y	New Skidsteer with Trailer (16.67% of Total)		\$ 17,003					
Y	New Forklift (14.29% of Total Expense)		\$ 12,147					
Y	RTU Rehab		\$ 133,333	\$ 133,333				
Y	Consolidate Vehicle Maintenance in Fleet Fund		\$ (40,000)	\$ (40,000)				
Y	Transfer to Fleet Service Fund		\$ 50,000	\$ 50,000				
N	Rehab Booster 5N		\$ 150,000					
N	Fox Hollow Booster 2 New AC		\$ 10,000					
N	Well 6 Rehab		\$ 10,000					
N	Well 2 VFD		\$ 60,000					
<i>Secondary Water</i>								
BA #2	Grading for PW Site	\$ 27,000						
BA #3	Purchase of Backhoe (Split with Streets, Parks, Water and Sewer)	\$ 9,600						
BA #5	Hail Storm Vehicle Damage Repairs	\$ 48,503						
Y	Payplan		\$ 33,178	\$ 33,178				
Y	Fox Hollow Booster 2		\$ 10,000					
Y	New Maintenance 1		\$ 137,907	\$ 83,911				
Y	Reclass 2 Maintenance 2s to 3s		\$ 8,210	\$ 8,210				
Y	New Skidsteer with Trailer (16.67% of Total)		\$ 17,003					
Y	New Forklift (14.29% of Total Expense)		\$ 12,147					
Y	Line Pond 2 with Concrete		\$ 850,000					
Y	New Vac truck (16.67% of Total Expense)		\$ 116,690					
Y	RTU Rehab		\$ 133,333	\$ 133,333				
Y	Wildlife Detention Basin Irrigation System		\$ 48,847					
N	Fox Hollow Booster 2 AC		\$ 10,000					
N	Replacement Motor Drives		\$ 135,000					
N	Well 5 Power Improvements		\$ 58,000					
Y	Consolidate Vehicle Maintenance in Fleet Fund		\$ (10,000)	\$ (10,000)				
<b>Water Operations Fund Total</b>		\$ 403,492	\$ -	\$ 2,272,738	\$ 531,220	\$ 1,308,518	\$ 531,210	\$ 531,210

Y/N City Manager Recommended	Request	Budget Amendments	FY 2025 Adjusted Budget	FY 2026 Dept Request	FY 2027 Dept Request	Recommended FY 2026 with one time 2025 Revenues	Recommended FY 2026 Ongoing	Recommended FY 2027 Ongoing
<b>CULINARY WATER CAPITAL PROJ FUND</b>								
BA #3	Defund Foothill Waterline Pony to Beacon	\$ (1,200)						
Y	Developer Reimbursement			\$ 100,000	\$ 100,000		\$ 100,000	\$ 100,000
<b>Water Culinary Impact Fund Total</b>		<b>\$ (1,200)</b>	<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>
<b>2NDARY WATER CAPITAL PROJ FUND</b>								
BA #3	Equip Well #7	\$ 500,000						
BA #3	Defund Zone 1 N Pipeline Swap	\$ (17,700)						
BA #3	Debt Interest Expense	\$ 270,000						
Y	Grandview Zone 3 Pond			\$ 20,000			\$ 20,000	
<b>Water Secondary Impact Fund Total</b>		<b>\$ 752,300</b>	<b>\$ -</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,000</b>	<b>\$ -</b>
<b>SEWER FUND</b>								
BA #2	Grading for PW Site	\$ 54,000						
BA #3	Purchase of Backhoe (Split with Streets, Parks, Water and Sewer)	\$ 5,200						
BA #5	Hail Storm Vehicle Damage Repairs	\$ 19,025						
BA #6	Increase Sewage Treatment Budget		\$ 300,000	\$ 300,000	\$ 300,000		\$ 300,000	\$ 300,000
Y	Payplan			\$ 38,438	\$ 34,438		\$ 38,438	\$ 38,438
Y	Sewage Treatment Budget			\$ 400,000	\$ 400,000		\$ 400,000	\$ 400,000
Y	2 Maintenance 1s			\$ 367,819	\$ 167,823	\$ 199,996	\$ 167,823	\$ 167,823
Y	Storage Garage at Lift Station 2			\$ 65,000		\$ 65,000		
Y	Overwatch System for Lift Station 4			\$ 151,000		\$ 151,000		
Y	New Forklift (14.29% of Total Expense)			\$ 12,147		\$ 12,147		
Y	New Skidsteer with Trailer (16.67% of Total Expense)			\$ 17,003		\$ 17,003		
Y	Decrease Fuel Budget			\$ (5,000)	\$ (5,000)		\$ (5,000)	\$ (5,000)
Y	RTU Rehab			\$ 133,333	\$ 133,333		\$ 133,333	\$ 133,333
N	Lift Station 1-Valve Vault Modification			\$ 70,000				
Y	Consolidate Vehicle Maintenance in Fleet Fund			\$ (20,000)	\$ (20,000)		\$ (20,000)	\$ (20,000)
Y	Transfer to Fleet Service Fund			\$ 45,000	\$ 45,000		\$ 45,000	\$ 45,000
<b>Sewer Operations Fund Total</b>		<b>\$ 78,225</b>	<b>\$ 300,000</b>	<b>\$ 1,574,739</b>	<b>\$ 1,055,594</b>	<b>\$ 445,146</b>	<b>\$ 1,059,594</b>	<b>\$ 1,059,594</b>

Y/N City Manager Recommended	Request	Budget Amendments	FY 2025 Adjusted Budget	FY 2026 Dept Request	FY 2027 Dept Request	Recommended FY 2026 with one time 2025 Revenues	Recommended FY 2026 Ongoing	Recommended FY 2027 Ongoing
<b>WASTEWATER CAPITAL PROJ FUND</b>								
BA #3	Defund N1C N Trunk Riverside Drive	\$ (22,500)						
BA #3	Defund Connect 400 N to Gravity Sewer	\$ (99,500)						
BA #3	S Foothil Sewer Alignment	\$ 10,000						
BA #3	Defund Grandview to Ring Road Sewer	\$ (146,700)						
BA #3	Wildflower Sewer Lift Station	\$ 10,000						
Y	Wetland Mitigation for Sewer Project			\$ 20,000			\$ 20,000	
Y	SCP Fox Hollow			\$ 50,000			\$ 50,000	
<b>Sewer Impact Fee Fund Total</b>		\$ (248,700)	\$ -	\$ 70,000	\$ -	\$ -	\$ 70,000	\$ -
<b>STORM DRAIN ENTERPRISE FUND</b>								
BA #2	Grading for PW Site	\$ 36,000						
BA #5	Hail Storm Vehicle Damage Repairs	\$ 19,382						
Y	Payplan			\$ 40,182	\$ 40,182		\$ 40,182	\$ 40,182
Y	2 New Maintenance 1s			\$ 367,819	\$ 167,822	\$ 199,997	\$ 167,822	\$ 167,822
Y	New Vac truck (16.67% of Total Expense)			\$ 116,690		\$ 116,690		
Y	New Forklift (14.29% of Total Expense)			\$ 12,147		\$ 12,147		
Y	New Skidsteer with Trailer (16.67% of Total Expense)			\$ 17,003		\$ 17,003		
Y	Phragmites Control			\$ 35,000		\$ 35,000		
Y	Reclass a Maintenance 1 to a 2			\$ 3,072	\$ 3,072		\$ 3,072	\$ 3,072
Y	Increase Fuel Budget			\$ 10,000	\$ 10,000		\$ 10,000	\$ 10,000
Y	Consolidate Vehicle Maintenance in Fleet Fund			\$ (12,000)	\$ (12,000)		\$ (12,000)	\$ (12,000)
Y	Transfer to Fleet Service Fund			\$ 22,000	\$ 22,000		\$ 22,000	\$ 22,000
<b>Storm Drain Operations Fund Total</b>		\$ 55,382	\$ -	\$ 611,912	\$ 231,076	\$ 380,836	\$ 231,076	\$ 231,076
<b>WATER RIGHTS FUND</b>								
BA #4	Central Utah Water Rights	\$ 5,000,000						
BA #6	Water Rights Purchase	\$ 1,198,000						
BA #6	Central Utah Water Rights	\$ 4,422,400						
<b>Water Rights Operations Fund Total</b>		\$ 10,620,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Totals		\$ 18,061,366	\$ 901,183	\$ 28,564,029	\$ 10,573,456	\$ 3,343,754	\$ 23,478,044	\$ 10,529,411

## FY 2025 Final Budget

Staff have determined that 2025 expenditures are covered by projected revenues

### General Fund

Revenue	2023 Actuals	2024 Actuals	2025 Adj. Budget	2026 Budget	% Change Between 2025 and 2026
Taxes	\$ 20,695,750	\$ 21,976,512	\$ 23,563,000	\$ 25,815,654	9%
Licenses and Permits	\$ 1,898,241	\$ 2,606,741	\$ 2,373,000	\$ 2,379,864	0%
Intergovernmental Revenue	\$ 3,279,501	\$ 3,282,700	\$ 2,224,000	\$ 2,602,456	15%
Charges for Service	\$ 4,317,008	\$ 5,969,907	\$ 4,878,700	\$ 5,780,089	16%
Other Revenue	\$ 5,084,694	\$ 4,552,542	\$ 4,585,074	\$ 4,754,445	4%
Administrative Charges	\$ 3,393,767	\$ 3,882,741	\$ 4,462,469	\$ 5,257,217	15%
Contributions & Transfers	\$ -	\$ -	\$ 13,025,698	\$ 7,757,241	-68%
<b>Total General Fund Revenue</b>	<b>\$ 38,668,961</b>	<b>\$ 42,271,143</b>	<b>\$ 55,111,941</b>	<b>\$ 54,346,965</b>	<b>-1%</b>

Department	2023 Actuals	2024 Actuals	2025 Adj. Budget	2026 Budget	% Change Between 2025 and 2026
Legislative	\$ 190,750	\$ 206,894	\$ 236,120	\$ 261,112	10%
Administrative	\$ 1,639,050	\$ 2,017,200	\$ 2,458,421	\$ 1,775,621	-38%
HR				\$ 759,291	100%
Utility Billing	\$ 337,267	\$ 369,583	\$ 492,224	\$ 527,556	7%
Treasurer	\$ 373,501	\$ 475,476	\$ 534,888	\$ 791,322	32%
Recorder	\$ 206,385	\$ 231,775	\$ 285,537	\$ 384,820	26%
Attorney	\$ 666,839	\$ 682,520	\$ 851,206	\$ 882,049	3%
Justice Court	\$ 330,622	\$ 311,521	\$ 355,877	\$ 487,900	27%
Facilities				\$ 689,795	100%
Non-Departmental	\$ 917,697	\$ 820,955	\$ 1,315,130	\$ 1,099,550	-20%
General Gov. Bldings & Grounds	\$ 385,857	\$ 349,412	\$ 431,464	\$ 243,000	-78%
Elections	\$ 6,789	\$ 49,172	\$ 92,500	\$ 160,000	42%
Planning & Zoning	\$ 850,405	\$ 984,899	\$ 1,359,851	\$ 1,373,092	1%
Community Development	\$ 323,290	\$ 457,987	\$ 490,193	\$ 532,068	8%
Police	\$ 5,060,125	\$ 5,347,190	\$ 7,240,259	\$ 7,775,125	7%
Police-Bluffdale	\$ 1,996,845	\$ 1,983,956	\$ 2,763,012	\$ 2,863,031	3%
Fire	\$ 4,227,067	\$ 4,507,901	\$ 5,676,822	\$ 6,395,127	11%
Building Inspection	\$ 1,291,568	\$ 1,298,182	\$ 1,754,240	\$ 1,846,611	5%
Grant Expenditures	\$ -	\$ 5,165	\$ 71,250	\$ 71,250	0%
Streets	\$ 1,040,991	\$ 1,111,589	\$ 1,603,286	\$ 1,784,539	10%
Public Works	\$ 873,113	\$ 885,416	\$ 978,892	\$ 866,633	-13%
Engineering	\$ 867,890	\$ 794,496	\$ 911,204	\$ 966,299	6%
IT	\$ 480,064	\$ 555,313	\$ 672,047	\$ 1,017,261	34%
Public Improvements	\$ 544,192	\$ 590,083	\$ 756,621	\$ 790,408	4%
Parks	\$ 1,709,354	\$ 1,833,876	\$ 2,875,474	\$ 3,479,768	17%
Recreation	\$ 910,898	\$ 1,013,631	\$ 1,264,724	\$ 1,452,119	13%
Public Relations and Community Outreach	\$ 297,438	\$ 327,612	\$ 536,247	\$ 684,728	22%
Library	\$ 680,016	\$ 814,617	\$ 1,029,632	\$ 1,589,075	35%
Transfers	\$ 8,276,559	\$ 3,958,024	\$ 18,074,820	\$ 13,815,080	-31%
<b>Total General Fund Expenditures</b>	<b>\$ 34,004,508</b>	<b>\$ 31,429,132</b>	<b>\$ 55,111,941</b>	<b>\$ 54,346,965</b>	<b>-1%</b>

Net Revenue Over Expenditures	\$ 4,664,453	\$ 10,842,011	\$ -	\$ -	
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### General Fund Summary

Revenues by Major Object	2023 Actuals	2024 Actuals	2025 Adj. Budget	2026 Budget	% Change Between 2025 and 2026
Tax Revenue	\$ 20,695,750	\$ 21,976,512	\$ 23,563,000	\$ 25,815,654	9%
Licenses and Permits	\$ 1,898,241	\$ 2,606,741	\$ 2,373,000	\$ 2,379,864	0%
Intergovernmental Revenue	\$ 3,279,501	\$ 3,282,700	\$ 2,224,000	\$ 2,602,456	15%
Charges for Services	\$ 4,317,008	\$ 5,969,907	\$ 4,878,700	\$ 5,780,089	16%
Other Revenue	\$ 5,084,694	\$ 4,552,542	\$ 4,585,074	\$ 4,754,445	4%
Contributions and Transfers	\$ 3,393,767	\$ 3,882,741	\$ 17,488,167	\$ 13,014,457	-34%
<b>Total Revenues</b>	<b>\$ 38,668,961</b>	<b>\$ 42,271,143</b>	<b>\$ 55,111,941</b>	<b>\$ 54,346,965</b>	<b>-1%</b>

### General Fund Expenditures by Major Object

	2023 Actuals	2024 Actuals	2025 Adj. Budget	2026 Budget	% Change Between 2025 and 2026
Personnel	\$ 19,393,284	\$ 21,238,989	\$ 28,154,217	\$ 31,447,954	10%
Materials, Supplies, and Services	\$ 6,096,260	\$ 6,024,015	\$ 8,085,679	\$ 9,107,587	11%
Capital Outlay	\$ 238,405	\$ 208,104	\$ 797,225	\$ 503,424	-58%
Transfers	\$ 8,276,559	\$ 3,958,024	\$ 18,074,820	\$ 13,288,000	-36%
<b>Total Expenditures</b>	<b>\$ 34,004,508</b>	<b>\$ 31,429,132</b>	<b>\$ 55,111,941</b>	<b>\$ 54,346,965</b>	<b>-1%</b>

### Zone 2 SID (24)

	2023 Actuals	2024 Actuals	2025 Adj. Budget	2026 Budget	% Change Between 2025 and 2026
Water SID Revenue	\$ 91,444	\$ 123,587	\$ 140,000	\$ 320,000	56%
Interest Revenue	\$ 9,500	\$ 14,478	\$ 218,000	\$ 13,000	-1577%
<b>Total Revenue</b>	<b>\$ 100,944</b>	<b>\$ 138,065</b>	<b>\$ 358,000</b>	<b>\$ 333,000</b>	<b>-8%</b>
Water SID Expenses	\$ 97,206	\$ 135,326	\$ 358,000	\$ 333,000	-8%
Transfers	\$ -	\$ -	\$ -	\$ -	0%
<b>Total Expenses</b>	<b>\$ 97,206</b>	<b>\$ 135,326</b>	<b>\$ 358,000</b>	<b>\$ 333,000</b>	<b>-8%</b>
<b>Net Revenue Over Expenditures</b>	<b>\$ 3,738</b>	<b>\$ 2,739</b>	<b>\$ -</b>	<b>\$ -</b>	

### Fleet (25)

	2023 Actuals	2024 Actuals	2025 Adj. Budget	2026 Budget	% Change Between 2025 and 2026
Intergovernmental Revenue	\$ -	\$ -	\$ -	\$ 715,356	100%
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 715,356</b>	<b>100%</b>
Fleet Operations	\$ -	\$ -	\$ -	\$ 715,356	100%
Fleet Capital	\$ -	\$ -	\$ -	\$ -	
<b>Total Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 715,356</b>	<b>100%</b>
<b>Net Revenue over Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

### Storm Drain Capital Projects (31)

	2023 Actuals	2024 Actuals	2025 Adj. Budget	2026 Budget	% Change Between 2025 and 2026
Intergovernmental Revenue	\$ 128,979	\$ -	\$ 1,831,845	\$ -	0%
Contributions & Other Sources	\$ 568	\$ (217)	\$ 1,000,000	\$ -	0%
Transfers	\$ -	\$ 571,464	\$ 121,059	\$ -	-
Impact Fees Revenues	\$ 671,588	\$ 314,817	\$ 250,000	\$ 250,000	0%
<b>Total Revenue</b>	<b>\$ 801,135</b>	<b>\$ 886,064</b>	<b>\$ 3,202,904</b>	<b>\$ 250,000</b>	<b>-1181%</b>
Capital Project Expenditures	\$ 694,407	\$ 182,532	\$ 2,586,129	\$ 250,000	-934%
Transfers	\$ -	\$ -	\$ 616,775	\$ -	0%
<b>Total Expenses</b>	<b>\$ 694,407</b>	<b>\$ 182,532</b>	<b>\$ 3,202,904</b>	<b>\$ 250,000</b>	<b>-1181%</b>
<b>Net Revenue Over Expenditures</b>	<b>\$ 106,728</b>	<b>\$ 703,532</b>	<b>\$ -</b>	<b>\$ -</b>	

### Parks Capital Projects (32)

	2023 Actuals	2024 Actuals	2025 Adj. Budget	2026 Budget	% Change Between 2025 and 2026
Intergovernmental Revenue	\$ 1,668,092	\$ 1,445,785	\$ 8,243,637	\$ -	0%
Transfers	\$ -	\$ 2,071,996	\$ -	\$ -	-
Contributions & Other Sources	\$ -	\$ -	\$ 168,730	\$ -	0%
Impact Fees Revenues	\$ 2,147,838	\$ 2,461,362	\$ 1,480,000	\$ 2,450,529	40%
<b>Total Revenue</b>	<b>\$ 3,815,930</b>	<b>\$ 5,979,143</b>	<b>\$ 9,892,367</b>	<b>\$ 2,450,529</b>	<b>-304%</b>
Capital Project Expenditures	\$ 12,364,451	\$ 6,374,915	\$ 7,732,930	\$ 2,190,529	-253%
Transfers	\$ -	\$ -	\$ 2,159,437	\$ 250,000	-764%
<b>Total Expenses</b>	<b>\$ 4,140,745</b>	<b>\$ 2,239,751</b>	<b>\$ 9,892,367</b>	<b>\$ 2,450,529</b>	<b>-304%</b>
<b>Net Revenue Over Expenditures</b>	<b>\$ (324,815)</b>	<b>\$ 3,739,392</b>	<b>\$ -</b>	<b>\$ -</b>	

### Roads Capital Projects (33)

	2023 Actuals	2024 Actuals	2025 Adj. Budget	2026 Budget	% Change Between 2025 and 2026
Intergovernmental Revenue	\$ -	\$ 1	\$ 12,610,460	\$ -	0%
Impact Fees Revenues	\$ 3,019,072	\$ 12,687,005	\$ 9,865,858	\$ 2,618,667	-277%
<b>Total Revenue</b>	<b>\$ 3,019,072</b>	<b>\$ 12,687,005</b>	<b>\$ 22,476,318</b>	<b>\$ 2,618,667</b>	<b>-758%</b>
Capital Project Expenditures	\$ 10,340,076	\$ 6,257,001	\$ 17,153,408	\$ 2,618,667	-555%
Transfers	\$ -	\$ -	\$ 3,322,910	\$ -	-
<b>Total Expenses</b>	<b>\$ 10,340,076</b>	<b>\$ 6,257,001</b>	<b>\$ 22,476,318</b>	<b>\$ 2,618,667</b>	<b>-758%</b>
<b>Net Revenue Over Expenditures</b>	<b>\$ (7,321,004)</b>	<b>\$ 6,430,004</b>	<b>\$ -</b>	<b>\$ -</b>	

### Public Safety Capital Projects (34)

	2023 Actuals	2024 Actuals	2025 Adj. Budget	2026 Budget	% Change Between 2025 and 2026
Impact Fees Revenues	\$ 812,337	\$ 881,849	\$ 825,000	\$ 853,484	3%
Transfers	\$ -	\$ 375,978	\$ 2,400,200	\$ -	-
<b>Total Revenue</b>	<b>\$ 812,337</b>	<b>\$ 1,257,827</b>	<b>\$ 3,225,200</b>	<b>\$ 853,484</b>	<b>-278%</b>
Capital Project Expenditures	\$ 261,337	\$ 499,630	\$ 1,575,200	\$ 453,484	-247%
Transfers	\$ -	\$ 523,000	\$ 1,650,000	\$ 400,000	-313%
<b>Total Expenses</b>	<b>\$ 261,337</b>	<b>\$ 1,022,630</b>	<b>\$ 3,225,200</b>	<b>\$ 853,484</b>	<b>-278%</b>
<b>Net Revenue Over Expenditures</b>	<b>\$ 551,000</b>	<b>\$ 235,197</b>	<b>\$ -</b>	<b>\$ -</b>	

**Capital Projects (35)**

	<b>2023 Actuals</b>	<b>2024 Actuals</b>	<b>2025 Adj. Budget</b>	<b>2026 Budget</b>	<b>% Change Between 2025 and 2026</b>
Transfers and Other Sources	\$ 1,398,000	\$ 14,578,445	\$ 16,880,000	\$ 12,980,000	-30%
Contributions & Other Revenues	\$ 760,420	\$ 1,244,606	\$ 17,496,400	\$ 1,872,091	-835%
<b>Total Revenue</b>	<b>\$ 2,158,420</b>	<b>\$ 15,823,051</b>	<b>\$ 34,376,400</b>	<b>\$ 14,852,091</b>	<b>-131%</b>
Capital Project Expenditures	\$ 2,691,053	\$ 5,760,029	\$ 19,842,650	\$ 14,852,091	-34%
Transfers	\$ -	\$ -	\$ 14,533,750	\$ -	0%
<b>Total Expenses</b>	<b>\$ 2,691,053</b>	<b>\$ 5,760,029</b>	<b>\$ 34,376,400</b>	<b>\$ 14,852,091</b>	<b>-131%</b>
<b>Net Revenue Over Expenditures</b>	<b>\$ (532,633)</b>	<b>\$ 10,063,022</b>	<b>\$ -</b>	<b>\$ -</b>	

**Debt Service (40)**

	<b>2023 Actuals</b>	<b>2024 Actuals</b>	<b>2025 Adj. Budget</b>	<b>2026 Budget</b>	<b>% Change Between 2025 and 2026</b>
Admin Fees	\$ 213,773	\$ 213,764	\$ 215,000	\$ 215,000	0%
Contributions and Transfers	\$ 78,027	\$ 78,024	\$ 78,000	\$ 78,000	0%
<b>Total Revenue</b>	<b>\$ 291,800</b>	<b>\$ 291,788</b>	<b>\$ 293,000</b>	<b>\$ 293,000</b>	<b>0%</b>
Debt Service	\$ 290,567	\$ 290,639	\$ 293,000	\$ 293,000	0%
<b>Total Expenses</b>	<b>\$ 290,567</b>	<b>\$ 290,639</b>	<b>\$ 293,000</b>	<b>\$ 293,000</b>	<b>0%</b>
<b>Net Revenue Over Expenditures</b>	<b>\$ 1,233</b>	<b>\$ 1,149</b>	<b>\$ -</b>	<b>\$ -</b>	

**Community Development Renewal Agency (42)**

	<b>2023 Actuals</b>	<b>2024 Actuals</b>	<b>2025 Adj. Budget</b>	<b>2026 Budget</b>	<b>% Change Between 2025 and 2026</b>
Transfers and Other Sources	\$ 760,000	\$ 880,000	\$ 1,775,820	\$ -	
<b>Total Revenue</b>	<b>\$ 760,000</b>	<b>\$ 880,000</b>	<b>\$ 1,775,820</b>	<b>\$ -</b>	
Materials, Supplies and Services	\$ 729,649.69	\$ 808,401.00	\$ 1,775,820	\$ -	
<b>Total Expenses</b>	<b>\$ 729,649.69</b>	<b>\$ 808,401.00</b>	<b>\$ 1,775,820</b>	<b>\$ -</b>	
<b>Net Revenue Over Expenditures</b>	<b>\$ 30,350.31</b>	<b>\$ 71,599.00</b>	<b>\$ -</b>	<b>\$ -</b>	

**Local Building Authority (44)**

	<b>2023 Actuals</b>	<b>2024 Actuals</b>	<b>2024 Adj. Budget</b>	<b>2025 Budget</b>	<b>% Change Between 2024 and 2025</b>
Transfers and Other Sources	-	-	\$ 40,290,090	\$ 3,210,000	-
<b>Total Revenue</b>	<b>-</b>	<b>-</b>	<b>\$ 40,290,090</b>	<b>\$ 3,210,000</b>	<b>-</b>
Capital Project Expenditures	-	-	\$ 37,090,090	\$ -	-
Debt Service	-	-	\$ 3,200,000	\$ 3,210,000	-
<b>Total Expenses</b>	<b>-</b>	<b>-</b>	<b>\$ 40,290,090</b>	<b>\$ 3,210,000</b>	<b>-</b>
<b>Net Revenue Over Expenditures</b>	<b>-</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>

### Street Lighting (50)

	2023 Actuals	2024 Actuals	2025 Adj. Budget	2026 Budget	% Change Between 2025 and 2026
Street Lighting	\$ 583,216	\$ 669,645	\$ 541,000	\$ 701,399	23%
Transfers	\$ 28,063	\$ 83,188	\$ 151,600	\$ 53,716	-182%
<b>Total Revenue</b>	<b>\$ 611,279</b>	<b>\$ 752,833</b>	<b>\$ 692,600</b>	<b>\$ 755,115</b>	<b>8%</b>
Street Lighting Operations	\$ 211,576	\$ 204,782	\$ 399,438	\$ 462,277	14%
Street Lighting Capital	\$ 119,841	\$ 12,600	\$ 117,600	\$ 128,837	9%
Transfers	\$ 53,236	\$ 58,716	\$ 85,562	\$ 69,002	-24%
Depreciation	\$ -	\$ -	\$ 90,000	\$ 90,000	0%
<b>Total Expenses</b>	<b>\$ 384,653</b>	<b>\$ 276,098</b>	<b>\$ 692,600</b>	<b>\$ 755,115</b>	<b>8%</b>
<b>Net Revenue Over Expenditures</b>	<b>\$ 226,626</b>	<b>\$ 476,735</b>	<b>\$ -</b>	<b>\$ -</b>	

### Water (51)

	2023 Actuals	2024 Actuals	2025 Adj. Budget	2026 Budget	% Change Between 2025 and 2026
Utility Operating Revenue	\$ 9,034,013	\$ 10,072,079	\$ 9,710,000	\$ 10,798,933	10%
Water	\$ -	\$ -	\$ 1,825,520	\$ 2,220,355	18%
<b>Total Revenue</b>	<b>\$ 9,034,013</b>	<b>\$ 10,072,079</b>	<b>\$ 11,535,520</b>	<b>\$ 13,019,288</b>	<b>11%</b>
Water Operations	\$ 4,014,991	\$ 4,023,335	\$ 3,929,758	\$ 5,237,529	25%
Secondary Water Operations	\$ 1,919,496	\$ 1,855,322	\$ 2,539,753	\$ 3,611,073	30%
Depreciation	\$ -	\$ -	\$ 2,800,000	\$ 2,883,138	3%
Transfers	\$ 842,635	\$ 955,180	\$ 2,266,009	\$ 1,287,548	-76%
<b>Total Water Fund Expenses</b>	<b>\$ 6,777,123</b>	<b>\$ 6,833,837</b>	<b>\$ 11,535,520</b>	<b>\$ 13,019,288</b>	<b>11%</b>
<b>Net Revenue Over Expenditures</b>	<b>\$ 2,256,891</b>	<b>\$ 3,238,242</b>	<b>\$ -</b>	<b>\$ -</b>	

### Sewer (52)

	2023 Actuals	2024 Actuals	2025 Adj. Budget	2026 Budget	% Change Between 2025 and 2026
Operating & Non-Operating Revenue	\$ 7,023,592	\$ 9,105,270	\$ 8,232,004	\$ 8,997,662	9%
<b>Total Revenue</b>	<b>\$ 7,023,592</b>	<b>\$ 9,105,270</b>	<b>\$ 8,232,004</b>	<b>\$ 9,306,234</b>	<b>12%</b>
Sewer Operations	\$ 3,742,692	\$ 4,166,392	\$ 5,742,999	\$ 6,467,625	11%
Depreciation	\$ -	\$ -	\$ 1,200,000	\$ 1,200,000	0%
Transfers	\$ 979,829	\$ 1,180,420	\$ 1,289,005	\$ 1,567,099	18%
<b>Total Expenses</b>	<b>\$ 4,722,521</b>	<b>\$ 5,346,812</b>	<b>\$ 8,232,004</b>	<b>\$ 9,306,234</b>	<b>12%</b>
<b>Net Revenue Over Expenditures</b>	<b>\$ 2,301,072</b>	<b>\$ 3,758,458</b>	<b>\$ -</b>	<b>\$ -</b>	

### Wastewater Capital Projects (53)

	2023 Actuals	2024 Actuals	2025 Adj. Budget	2026 Budget	% Change Between 2025 and 2026
Transfers	\$ -	\$ 735,593	\$ 1,058,700	\$ -	
Impact Fees Revenue	\$ 2,420,217	\$ 709,821	\$ 450,000	\$ 1,095,000	59%
<b>Total Revenue</b>	<b>\$ 2,420,217</b>	<b>\$ 1,445,414</b>	<b>\$ 1,508,700</b>	<b>\$ 1,095,000</b>	<b>-38%</b>
Capital Project Expenditures	\$ 3,084,524	\$ 1,815,769	\$ 1,108,700	\$ 695,000	-60%
Depreciation	\$ -	\$ -	\$ 400,000	\$ 400,000	0%
Transfers	\$ -	\$ -	\$ -	\$ -	0%
<b>Total Expenses</b>	<b>\$ 3,084,524</b>	<b>\$ 1,815,769</b>	<b>\$ 1,508,700</b>	<b>\$ 1,095,000</b>	<b>-38%</b>
<b>Net Revenue Over Expenditures</b>	<b>\$ (664,307)</b>	<b>\$ (370,355)</b>	<b>\$ -</b>	<b>\$ -</b>	

### Storm Drain (54)

	2023 Actuals	2024 Actuals	2025 Adj. Budget	2026 Budget	% Change Between 2025 and 2026
Operating Revenue	\$ 1,372,324	\$ 1,511,305	\$ 1,400,000	\$ 1,567,672	11%
Contributions & Other Sources	\$ 91,418	\$ 158,743	\$ 1,167,011	\$ 1,705,222	32%
<b>Total Revenue</b>	<b>\$ 1,488,661</b>	<b>\$ 1,674,246</b>	<b>\$ 2,567,011</b>	<b>\$ 3,272,894</b>	<b>22%</b>
Storm Drain Operations	\$ 356,291	\$ 409,583	\$ 560,212	\$ 1,156,324	52%
Depreciation	\$ -	\$ -	\$ 1,200,000	\$ 1,200,000	0%
Transfers and Other Uses	\$ 527,851	\$ 604,272	\$ 806,799	\$ 916,570	12%
<b>Total Expenses</b>	<b>\$ 884,142</b>	<b>\$ 1,013,855</b>	<b>\$ 2,567,011</b>	<b>\$ 3,272,894</b>	<b>22%</b>
<b>Net Revenue Over Expenditures</b>	<b>\$ 604,519</b>	<b>\$ 660,391</b>	<b>\$ -</b>	<b>\$ -</b>	

### Garbage (55)

	2023 Actuals	2024 Actuals	2025 Adj. Budget	2026 Budget	% Change Between 2025 and 2026
Operating Revenue	\$ 2,688,811	\$ 3,005,820	\$ 3,500,000	\$ 3,850,000	9%
Interest Revenue & Other Sources	\$ 23,789	\$ 41,274	\$ 36,000	\$ 41,274	13%
<b>Total Revenue</b>	<b>\$ 2,712,600</b>	<b>\$ 3,072,094</b>	<b>\$ 3,536,000</b>	<b>\$ 3,891,274</b>	<b>9%</b>
Garbage Operations	\$ 2,384,726	\$ 2,265,621	\$ 3,331,550	\$ 3,637,196	8%
Transfers	\$ 195,188	\$ 176,576	\$ 204,450	\$ 254,078	20%
<b>Total Expenses</b>	<b>\$ 2,579,914</b>	<b>\$ 2,442,197</b>	<b>\$ 3,536,000</b>	<b>\$ 3,891,274</b>	<b>9%</b>
<b>Net Revenue Over Expenditures</b>	<b>\$ 132,686</b>	<b>\$ 629,897</b>	<b>\$ -</b>	<b>\$ -</b>	

### Culinary Water Capital Projects (56)

	2023 Actuals	2024 Actuals	2025 Adj. Budget	2026 Budget	% Change Between 2025 and 2026
Connection Fees Revenue	\$ 2,096,144	\$ 2,102,328	\$ 8,211,300	\$ 2,152,341	-282%
Intergovernmental Revenues	\$ -	\$ -	\$ 1,500,000	\$ -	0%
Transfers	\$ -	\$ -	\$ -	\$ -	0%
<b>Total Revenue</b>	<b>\$ 2,096,144</b>	<b>\$ 2,102,328</b>	<b>\$ 9,711,300</b>	<b>\$ 2,152,341</b>	<b>-351%</b>
Capital Project Expenditures	\$ 4,327,810	\$ 343,071	\$ 6,740,100	\$ 150,000	-4393%
Transfers and Other Uses	\$ -	\$ -	\$ 1,771,200	\$ 802,341	0%
Depreciation	\$ -	\$ -	\$ 1,200,000	\$ 1,200,000	0%
<b>Total Expenses</b>	<b>\$ 4,356,856</b>	<b>\$ 343,071</b>	<b>\$ 9,711,300</b>	<b>\$ 2,152,341</b>	<b>-351%</b>
<b>Net Revenue Over Expenditures</b>	<b>\$ (2,260,713)</b>	<b>\$ 1,759,257</b>	<b>\$ -</b>	<b>\$ -</b>	

### Secondary Water Capital Projects (57)

	2023 Actuals	2024 Actuals	2025 Adj. Budget	2026 Budget	% Change Between 2025 and 2026
Connection Fees Revenues	\$ 1,709,075	\$ 1,224,847	\$ 6,192,600	\$ 1,965,000	-215%
Transfers	\$ -	\$ 173,774	\$ -	\$ -	-
<b>Total Revenue</b>	<b>\$ 1,717,870</b>	<b>\$ 1,425,408</b>	<b>\$ 6,192,600</b>	<b>\$ 1,965,000</b>	<b>-215%</b>
Capital Project Expenditures	\$ 2,912,383	\$ 1,487,046	\$ 4,389,900	\$ 765,000	-474%
Transfers Out	\$ -	\$ -	\$ 602,700	\$ -	0%
Depreciation	\$ -	\$ -	\$ -	\$ 1,200,000	100%
Transfers and Other Uses	\$ -	\$ -	\$ 1,200,000	\$ -	0%
<b>Total Expenses</b>	<b>\$ 2,912,383</b>	<b>\$ 1,487,046</b>	<b>\$ 6,192,600</b>	<b>\$ 1,965,000</b>	<b>-215%</b>
<b>Net Revenue Over Expenditures</b>	<b>\$ (1,194,513)</b>	<b>\$ (61,638)</b>	<b>\$ -</b>	<b>\$ -</b>	

**Water Rights (58)**

	<b>2023 Actuals</b>	<b>2024 Actuals</b>	<b>2025 Adj. Budget</b>	<b>2026 Budget</b>	<b>% Change Between 2025 and 2026</b>
Water Rights	\$ 6,172,530	\$ 2,214,350	\$ 1,600,000	\$ 2,346,795	32%
Interest Revenue & Other Sources	\$ 352,039	\$ 512,295	\$ 7,629,600	\$ 380,000	0%
<b>Total Revenue</b>	<b>\$ 6,524,569</b>	<b>\$ 2,726,645</b>	<b>\$ 9,229,600</b>	<b>\$ 2,726,795</b>	<b>-238%</b>
Water Rights Expenses	\$ 3,741,682	\$ 118,936	\$ 9,229,600	\$ 2,726,795	-238%
Transfers	\$ -	\$ -	\$ -	\$ -	0%
<b>Total Expenses</b>	<b>\$ 3,741,682</b>	<b>\$ 118,936</b>	<b>\$ 9,229,600</b>	<b>\$ 2,726,795</b>	<b>-238%</b>
<b>Net Revenue Over Expenditures</b>	<b>\$ 2,782,886</b>	<b>\$ 2,607,709</b>	<b>\$ -</b>	<b>\$ -</b>	

**Total Budget**

	<b>2023 Actuals</b>	<b>2024 Actuals</b>	<b>2023 Budget</b>	<b>2024 Budget</b>	<b>% Change Between 2025 and 2026</b>
<b>Total Budgeted Revenues</b>	<b>\$ 84,057,543</b>	<b>\$ 112,590,403</b>	<b>\$ 183,917,285</b>	<b>\$ 117,391,678</b>	<b>-57%</b>
<b>Total Budgeted Expenditures</b>	<b>\$ 82,693,347</b>	<b>\$ 67,803,062</b>	<b>\$ 183,917,285</b>	<b>\$ 117,391,678</b>	<b>-57%</b>
<b>Total Net Revenues Over Expenditures</b>	<b>\$ 1,364,197</b>	<b>\$ 44,787,341</b>	<b>\$ -</b>	<b>\$ -</b>	

**Statistical Information**

	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>% Difference</b>
Population (according to the US Census)	44,164	49,354	53,949	59,103	9%

Operating Departments/Divisions (does not include Capital Funds)

Department/Division	2022 Actuals	2023 Actuals	2024 Actuals	2025 Original Budget	2025 Amended Budget	2026 Total Requested Budget	2026 Recommended Budget
Legislative	\$ 161,312	\$ 190,750	\$ 206,894	\$ 186,921	\$ 236,120	\$ 261,112	\$ 261,112
% Change from Prior Year		15%	8%	-11%	12%	10%	10%
Administrative	\$ 1,568,413	\$ 1,639,050	\$ 2,017,200	\$ 2,376,066	\$ 2,458,421	\$ 1,775,621	\$ 1,775,621
% Change		4%	19%	15%	18%	-38%	-38%
Facilities Maintenance (New in 2026)						689,795.02	689,795.02
% Change							
Human Resources (New in 2026)						\$ 759,290.71	\$ 759,290.71
% Change							
Utility Billing	\$ 322,704	\$ 337,267	\$ 369,583	\$ 492,224	\$ 492,224	\$ 527,556	\$ 527,556
% Change		4%	9%	25%	25%	7%	7%
Treasurer	\$ 458,223	\$ 373,501	\$ 475,476	\$ 534,888	\$ 534,888	\$ 791,322	\$ 791,322
% Change		-23%	21%	11%	11%	32%	32%
Recorder	\$ 187,011	\$ 206,385	\$ 231,775	\$ 285,537	\$ 285,537	\$ 384,820	\$ 384,820
% Change		9%	11%	19%	19%	26%	26%
Attorney	\$ 638,999	\$ 666,839	\$ 682,520	\$ 851,206	\$ 851,206	\$ 917,916	\$ 882,049
% Change		4%	2%	20%	20%	7%	3%
Justice Court	\$ 288,598	\$ 330,622	\$ 311,521	\$ 343,877	\$ 355,877	\$ 487,900	\$ 487,900
% Change		13%	-6%	9%	12%	27%	27%
Non-Departmental	\$ 767,497	\$ 917,697	\$ 820,955	\$ 1,188,290	\$ 1,315,130	\$ 1,099,550	\$ 1,099,550
% Change		16%	-12%	31%	38%	-20%	-20%
General Gov.	\$ 297,562	\$ 385,857	\$ 349,412	\$ 296,300	\$ 431,464	\$ 243,000	\$ 243,000
% Change		23%	-10%	-18%	19%	-78%	-78%
Planning	\$ 878,888	\$ 850,405	\$ 984,899	\$ 1,324,851	\$ 1,359,851	\$ 1,373,092	\$ 1,373,092
% Change		-3%	14%	26%	28%	1%	1%
Community Development	\$ 323,715	\$ 323,290	\$ 457,987	\$ 466,992	\$ 490,193	\$ 532,068	\$ 532,068
% Change		0%	29%	2%	7%	8%	8%

Police	\$ 4,626,738	\$ 5,060,125	\$ 5,347,190	\$ 7,125,659	\$ 7,240,259	\$ 8,062,262	\$ 7,775,125
% Change		9%	5%	25%	26%	10%	7%
Bluffdale Police	\$ 2,040,455	\$ 1,996,845	\$ 1,983,956	\$ 2,556,327	\$ 2,763,012	\$ 2,863,031	\$ 2,863,031
% Change		-2%	-1%	22%	28%	3%	3%
Fire	\$ 3,975,917	\$ 4,227,067	\$ 4,507,901	\$ 5,645,592	\$ 5,676,822	\$ 6,395,127	\$ 6,395,127
% Change		6%	6%	20%	21%	11%	11%
Building Inspection	\$ 1,275,278	\$ 1,291,568	\$ 1,298,182	\$ 1,754,240	\$ 1,754,240	\$ 1,876,611	\$ 1,846,611
% Change		1%	1%		26%	7%	5%
Streets	\$ 907,527	\$ 1,040,991	\$ 1,111,589	\$ 1,562,285	\$ 1,603,286	\$ 1,809,292	\$ 1,784,539
% Change		13%	6%	29%	31%	11%	10%
Public Works	\$ 913,740	\$ 873,113	\$ 885,416	\$ 978,893	\$ 978,892	\$ 895,633	\$ 866,633
% Change		-5%	1%	10%	10%	-9%	-13%
Engineering	\$ 735,193	\$ 867,890	\$ 794,496	\$ 911,204	\$ 911,204	\$ 966,299	\$ 966,299
% Change		15%	-9%	13%	13%	6%	6%
Information Technology	\$ 383,629	\$ 480,064	\$ 555,313	\$ 627,046	\$ 672,047	\$ 1,376,427	\$ 1,376,427
% Change		20%	14%		17%	51%	51%
Public Improvements	\$ 648,410	\$ 544,192	\$ 590,083	\$ 756,620	\$ 756,621	\$ 790,408	\$ 790,408
% Change		-19%	8%	22%	22%	4%	4%
Parks	\$ 1,586,242	\$ 1,709,354	\$ 1,833,876	\$ 2,442,359	\$ 2,875,474	\$ 3,479,768	\$ 3,479,768
% Change		7%	7%	25%	36%	17%	17%
Recreation	\$ 906,845	\$ 910,898	\$ 1,013,631	\$ 1,218,444	\$ 1,254,724	\$ 1,452,119	\$ 1,452,119
% Change		0%	10%	17%	19%	14%	14%
Public Relations and Civic Events	\$ 327,417	\$ 297,438	\$ 327,612	\$ 434,903	\$ 536,247	\$ 684,728	\$ 684,728
% Change		-10%	9%	25%	39%	22%	22%
Library	\$ 590,655	\$ 680,016	\$ 814,617	\$ 960,774	\$ 1,029,632	\$ 1,731,875	\$ 1,589,075
% Change		13%	17%	15%	21%	41%	35%

Street Lighting (Fund 50)	\$ 388,257	\$ 384,653	\$ 276,098	\$ 575,000	\$ 692,600	\$ 755,115	\$ 755,115
% Change		-1%	-39%	52%	60%	8%	8%
Culinary Water (Fund 51)	\$ 4,001,154	\$ 4,014,991	\$ 4,023,335	\$ 4,655,484	\$ 5,003,483	\$ 5,467,529	\$ 5,237,529
% Change		0%	0%	14%	20%	8%	4%
Secondary Water (Fund 51)	\$ 1,972,923	\$ 2,762,131	\$ 2,810,502	\$ 3,333,146	\$ 6,532,037	\$ 7,901,621	\$ 7,698,621
% Change		29%	2%	16%	57%	17%	15%
Sewer (Fund 52)	\$ 3,913,312	\$ 4,722,521	\$ 5,346,812	\$ 6,839,604	\$ 7,732,004	\$ 7,993,089	\$ 7,923,089
% Change		17%	12%		31%	3%	2%
Storm Drain (Fund 54)	\$ 665,650	\$ 884,142	\$ 1,013,855	\$ 1,325,211	\$ 2,567,011	\$ 3,272,894	\$ 3,272,894
% Change		25%	13%	23%	61%	22%	22%
Fleet (New in 2026)						\$ 715,356	\$ 715,356
% Change							
<b>Total (General Fund)</b>	<b>\$ 24,810,968</b>	<b>\$ 26,201,224</b>	<b>\$ 27,972,084</b>	<b>\$ 35,321,500</b>	<b>\$ 36,863,371</b>	<b>\$ 42,226,619</b>	<b>\$ 41,677,062</b>
% Change		5%	6%	21%	24%	13%	12%
<b>Total Operating Budget</b>	<b>\$ 35,752,264</b>	<b>\$ 38,969,662</b>	<b>\$ 41,442,686</b>	<b>\$ 52,049,945</b>	<b>\$ 59,390,506</b>	<b>\$ 68,332,224</b>	<b>\$ 67,279,667</b>
% Change		8%	6%	20%	30%	13%	12%

<b>Executives FY 25-26 Increases</b>			
	Effective 1st pay period in July	Effective in Anniversary Month	
<b>Title</b>	<b>Market Adjustment</b>	<b>Merit Increase</b>	<b>Proposed Total Percentage Increase</b>
Assistant Chief of Police	0%	5%	5%
Assistant City Engineer	0%	5%	5%
Assistant City Manager	3%	5%	8%
Assistant Public Works Director - Infrastructure	1%	5%	6%
Assistant Public Works Director - Utilities	0%	5%	5%
City Attorney	0%	5%	5%
City Manager	10%	5%	15%
Community Development Director	10%	5%	15%
Deputy Fire Chief	0%	5%	5%
Finance Director	3%	5%	8%
Fire Chief	8%	5%	13%
Human Resources Director	6%	5%	11%
Library Director	10%	5%	15%
Police Chief	0%	5%	5%
Public Works Director	0%	5%	5%



# Staff Report – City Council Meeting

Author: Nicolette Fike

Department: City Recorder

Subject: City Code and Consolidated Fee Schedule Update – Municipal Election Filing Fee

Date: May 6, 2025

Type of Item: Ordinance

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## **Introduction:**

This is an amendment to the Fee Schedule. Specifically, to add a filing fee for municipal election candidates.

## **Background:**

Currently, Saratoga Springs does not require a candidate filing fee for municipal elections. At Council's request, Staff has researched the need to implement a filing fee for municipal candidates. Utah law allows municipalities to set their own reasonable filing fee to help offset administrative costs of running elections. This is intended to ensure that the expenses associated with processing filings, maintaining forms, and other administrative costs are at least partially covered by the fees.

## **Department Review:**

After further review staff has found that charging a filing fee may help recover a small portion of administrative costs associated with a municipal election. Filing fees have been successful in showing commitment; paying a filing fee can be seen as a demonstration of a candidate's serious intent and willingness to meet certain responsibilities associated with running for office. Charging a fee would align with State, County, School Districts, and many municipalities.

Utah State does provide for indigent candidates to ensure a fee is not a barrier for those unable to pay a filing fee. Candidates must demonstrate their inability to pay by submitting an affidavit of impecuniosity.

## **Recommendation:**

It is recommended that the City Council adopt an ordinance establishing a candidate filing fee requirement for municipal offices of Mayor and City Councilmembers. A recommended filing fee of \$50 is consistent with fees charged by peer communities and local boards in Utah.

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**COPY/GRAMA/MISCELLANEOUS**

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<b>Certification of Record</b>	\$1.00/certification
<b>Candidate Filing Fee</b>	\$50.00
<b>Postage</b>	Actual cost to City
<b>Other costs</b>	Actual cost to City
<b>Copies/GRAMA Fees</b>	\$0.10/black & white printed page (8 1/2 x 11) \$0.15/black & white printed page (11 x 14) \$0.20/black & white printed page (11 x 17) \$0.20/redacted black & white printed page (8 1/2 x 11) \$0.75/color printed page ** \$1.50/redacted color printed page**

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\*\* The City may not be required to produce color copies of any record, the City may reply to an express request for color copies of a color document or color copies of a redacted color document and may charge as shown above.

**ORDINANCE NO. 25-33 (05-06-25)**

**AN ORDINANCE 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 fees 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**, 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 ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF SARATOGA SPRINGS, UTAH, THAT:**

1. The City of Saratoga Springs does hereby impose a new fee in the attached Exhibit A as the Candidate Filing Fee in the Consolidated Fee Schedule.
2. City Staff is directed to update the Filing fee in the Consolidated Fee Schedule consistent with this Ordinance.
3. This Ordinance and amended fees shall take effect after publication as provided by Utah law.

Passed on the 6<sup>th</sup> day of May, 2025.

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

Signed: \_\_\_\_\_  
Jim Miller, Mayor

Attest: \_\_\_\_\_ Date \_\_\_\_\_  
City Recorder



**Major Site Plan Amendment**

**Steele Ridge Plaza Lot 7**

**May 6, 2025**

**Public Meeting**

Report Date:	April 29, 2025
Applicant:	Blake VanderStek, ESTAIT Construction LLC
Owner:	Jake Ebert
Location:	357 E. Crossroads Blvd.
Major Street Access:	Riverside Drive
Parcel Number(s) & Size:	66:919:0007/1.02 Acres
Land Use Designation:	Regional Commercial (RC)
Parcel Zoning:	Regional Commercial (RC)/Gateway Overlay
Adjacent Zoning:	MF-10/Regional Commercial
Current Use of Parcel:	Vacant
Adjacent Uses:	MF-10
Previous Meetings:	Site Plan at Planning Commission – January 25, 2024 Site Plan at City Council – February 20, 2024
Previous Approvals:	Site Plan Approval – February 20, 2024
Type of Action:	Administrative
Land Use Authority:	City Council
Future Routing:	City Council Meeting
Planner:	Austin Roy, Senior Planner

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**A. Executive Summary:**

The applicant is seeking approval of a major site plan amendment for Steele Ridge Plaza Lot 7 located at 357 E. Crossroads Boulevard. The applicant is requesting approval of changes to the building exterior materials and color scheme.

**Recommendation:**

**On April 24, 2025, the Planning Commission recommended approval of the Steele Ridge Plaza Lot 7 Major Site Plan Amendment.**

**Staff recommends that the City Council conduct a public meeting on the Steele Ridge Lot 7 Major Site Plan Amendment, review and discuss the proposal, and choose from the options in Section I of this report.** Options include approval with or without conditions, denial, or continuation.

Austin Roy, Senior Planner  
[aroy@saratogasprings-ut.gov](mailto:aroy@saratogasprings-ut.gov)

1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045  
801-766-9793 x 107 • 801-766-9794 fax

**B. Background:** The original site plan for the property was approved February of 2024 and the property was platted in October of 2022. This is the first site plan amendment for this lot. Any change to the architecture of nonresidential building requires a Site Plan Amendment.

**C. Specific Request:** The applicant is seeking approval of a major site plan amendment for Steele Ridge Plaza Lot 7. The applicant is requesting approval of changes to the building exterior materials and color scheme. Specifically, the applicant is proposing the following changes: changing the Thin Stone Veneer from Jackson Ledge Thin Stone Veneer w/Dry Stack Joint, Natural Finish to Ledgestone Shore Cliff; changing the Stone Cap from Snapped Edge Wainscott Cap to Match Thin Stone Veneer to Ledgestone Shore Cliff Matching Cap; changing the Banded Tile Siding from (A)6" Band Rekindle Terracotta RK14 (B)12" Band Montesano Charcoal MN74 [C]18" Band Montesano Light Grey MN72 to Finish from Masterwall, Grey; and changing the EIFS Veneer from HR-16 Panel or Approved Equal, COR-TEN AZP Raw to HR-16 Panel - Charcoal Grey. **See exhibits for renderings, color board, and elevations.**

**D. Process:** Section 19.13 of the Land Development Code outlines the process for site plan amendment approval. A public meeting is required with the Planning Commission, who make a recommendation to the City Council. The City Council is the Land Use Authority and makes the decision to approve with or without conditions, continue, or deny the request.

**E. Community Review:**  
Public Meeting: This has been noticed as a public meeting pursuant to City and State statutes, which requires posting notice of the meeting and the agenda not less than 24 hours before the meeting.

**F. General Plan:** The site is designated as Regional Commercial on the General Plan Land Use Map. The General Plan describes the general characteristics of the Regional Commercial land use designation as follows:

Regional Commercial (RC): Areas that incorporate retail, employment, entertainment, and civic uses.

**Staff Conclusion:** Consistent. Retail and restaurant uses are allowed in the Regional Commercial zone, which covers the uses proposed on Lot 7. Adjacent properties are zoned RC and include the following uses: car wash, financial institution, retail, restaurant, and residential.

**G. Code Criteria:**  
For full analysis please see the Planning Review Checklist (Exhibit 3).

- 19.04, Land Use Zones: **Complies.**
- 19.05, Supplemental Regulations: **Complies.**
- 19.06, Landscaping and Fencing: **Complies.**
- 19.09, Off Street Parking: **Complies.**

- 19.11, Lighting: **Complies**.
- 19.13, Process: **Complies**.
- 19.14, Site Plans: **Complies**.
- 19.16, Site and Architectural Design Standards: **Complies**.
- 19.18, Sign Regulations: **Complies**.

#### **H. Recommendation and Alternatives:**

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

##### **Option 1 – Approval**

“I move that the City Council approve the requested major site plan amendment for Steele Ridge Lot 7, located at 357 E. Crossroads Blvd., 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.

##### **Conditions:**

1. The elevations are recommended as shown in the attachments to the Staff report. Any remaining redlines shall be corrected before the plans are stamped for construction.
2. All other Code requirements shall be met.
3. Any other conditions or changes as articulated by the Planning Commission:

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##### **Option 2 – Continuance**

“I move to **continue** the major site plan amendment for Steele Ridge Lot 7 to another meeting on [DATE], with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

1. \_\_\_\_\_
2. \_\_\_\_\_

##### **Option 3 – Denial**

“I move that City Council deny the requested site plan amendment for Steele Ridge Lot 7, located at 357 E. Crossroads Blvd., with the Findings below:

1. The application is not consistent with the General Plan:

- a. \_\_\_\_\_, and/or,
- 2. The application is not consistent with Section [19.04, 19.05, 19.09, 19.13, 19.14, 19.16] of the Code:
  - a. \_\_\_\_\_.

**I. Exhibits:**

- 1. Location & Zone Map
- 2. Planning Review Checklist
- 3. Site Plan
- 4. Building Elevations
- 5. Original Renderings
- 6. Proposed Renderings
- 7. Original Color Board
- 8. Proposed Color Board
- 9. Comparison Table

# Location Map

## EXHIBIT 1: Location & Zone Map



## Regional Commercial Zone in the Gateway Overlay





SARATOGA  
SPRINGS  
PLANNING

## APPLICATION REVIEW CHECKLIST

### Application Information

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<b>Date Received:</b>	4/8/2025
<b>Date of Review:</b>	4/10/2025
<b>Project Name:</b>	Steele Ridge Plaza Lot 7
<b>Project Request / Type:</b>	Site Plan
<b>Meeting Type:</b>	Planning Commission/City Council
<b>Applicant:</b>	Blake VanderStek, ESTAIT Construction LLC
<b>Owner:</b>	Jake Ebert, Steele Ridge 7, LLC
<b>Location:</b>	357 E. Crossroads Blvd.
<b>Major Street Access:</b>	Crossroads Blvd.
<b>Parcel Number(s) and size:</b>	66:919:0007/1.02 Acres
<b>Land Use Designation:</b>	RC (Regional Commercial)
<b>Parcel Zoning:</b>	RC (Regional Commercial/Gateway Overlay)
<b>Adjacent Zoning:</b>	MF-10/Regional Commercial
<b>Current Use:</b>	Vacant
<b>Adjacent Uses:</b>	MF-10
<b>Previous Meetings:</b>	Site Plan at Planning Commission – January 25, 2024 Site Plan at City Council – February 20, 2024
<b>Previous Approvals:</b>	Site Plan Approval – February 20, 2024
<b>Type of Action:</b>	Administrative
<b>Land Use Authority:</b>	City Council
<b>Future Routing:</b>	City Council
<b>Planner:</b>	Austin Roy, Senior Planner

### Section 19.13 – Application Submittal

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- Application Complete: Yes.
- Rezone Required: No.
- General Plan Amendment required: No.
- Additional Related Application(s) required: Sign Permit, Building Permit.

### Section 19.13.04 – Process

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- DRC: 09/12/2023
- Neighborhood Meeting: Completed with original site plan.
- PC: Site Plan at Planning Commission – January 25, 2024
- CC: Site Plan at City Council – February 20, 2024

## General Review

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### Building Department

- No comments.

### Fire Department

- No comments.

### GIS / Addressing

- No comments.

### Additional Recommendations:

- None.

## Code Review

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- 19.04, Land Use Zones
  - Zone: Regional Commercial (RC)
  - Use: Regional Commercial (RC)

### 19.16 Site and Architectural Design Standards

#### General Architectural Design Standards

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

<p><b>Building Articulation:</b> Building elevations exceeding 40' in length shall incorporate a minimum of one horizontal elevation shift or combination of vertical and horizontal elevation shifts, stepping portions of the elevation to create shadow lines and changes in volumetric spaces of at least five feet, and a minimum of two of the following, all spaced at intervals of 20' to 50' of horizontal width:</p> <ol style="list-style-type: none"><li>i. A combination of vertical and horizontal elevation shifts that together equal at least 5'.</li><li>ii. Addition of horizontal and vertical divisions by use of textures or materials.</li><li>iii. Primary material change.</li><li>iv. Addition of projections such as balconies, cornices, covered entrances, porte-cochères, trellis', pergolas, arcades, and colonnades. Such trellis' and awnings extend outward from the underlying wall surface at least 36".</li><li>v. Variation in the rooflines by use of dormer windows, overhangs, arches, stepped roofs, gables or other similar devices.</li></ol>	<b>Complies.</b>	<i>Buildings articulated.</i>
<p><b>Roof Treatment:</b> 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>	<b>Complies.</b>	<i>Articulated roof shown.</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>	<b>N/A.</b>	<i>No rooftop equipment shown on renderings</i>
<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>	<b>N/A.</b>	
<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>	<b>Complies.</b>	<i>No equipment shown on elevations.</i>

Screening shall be solid and shall be consistent with the material and color of exterior finishes of the building through the use of at least two out of three of the exterior finishes of the building.	Complies.	<i>No screening.</i>
<b>Windows:</b> Windows, other than rectangular windows, may be used as accents and trim. Untreated aluminum or metal window frames are prohibited.	Complies.	<i>Rectangular windows shown.</i>
<b>Awnings, Canopies, Trellises, Pergolas, and Similar Features:</b> All such features must be attached to a vertical wall.	N/A.	<i>No such features proposed.</i>
All such features shall project at least 4' from the building when located over a pedestrian traffic area and no less than 2' otherwise.	N/A.	<i>No such features proposed.</i>
All such features shall maintain a minimum clearance above sidewalk grade of 8' to the bottom of the framework when located over a pedestrian traffic area.	N/A.	<i>No such features proposed.</i>
Backlighting is not permitted.	N/A.	<i>No such features proposed.</i>
<b>Mechanical Equipment:</b> All mechanical equipment shall be located or screened and other measures shall be taken so as to shield visibility of such equipment from any public or private streets.	Complies.	<i>Mechanical equipment not visible.</i>
Wing walls, screens, or other enclosures shall be shall be integrated into the building and landscaping of the site, whether located on the ground or roof.	Complies.	<i>No wing walls proposed.</i>
Rooftops of buildings shall be free of any mechanical equipment unless completely screened from all horizontal points of view.	Complies.	<i>No equipment shown on roof.</i>
Screening materials shall conform to the color scheme and materials of the primary building.	Complies.	<i>Mechanical equipment not visible.</i>

### **Non-Residential Architectural Design Standards**

<b>Four Sided Architecture:</b> All sides of a building that are open to public view (including views from adjacent residential dwellings or probable location of residential dwellings) shall receive equal architectural design consideration as the building front.	Complies.	<i>Elevations 4 sided.</i>
<b>Color and Materials:</b> Exterior Building Materials shall be considered any materials that make up the exterior envelope of the building and shall be limited to no more than four and no less than two types of materials per building, window and door openings excluded.	Complies.	<i>4 materials proposed.</i>
Color of exterior building materials (excluding accent colors) shall be limited to no more than four and no less than two major colors per development.	Complies.	<i>4 colors proposed.</i>
Bright colors, such as neon or fluorescent colors, bright orange or yellow, and primary colors, are only permitted as accent colors.	Complies.	<i>No bright colors.</i>
No more than 75% of any building elevation shall consist of any one material or color. <ul style="list-style-type: none"> <li>i. No more than 50% of any building elevation shall consist of CMU, except in the Office Warehouse and Industrial zones, or</li> <li>ii. Office, Warehouse, Flex buildings in approved zones that utilize concrete tilt up construction are exempt from the maximum 75% of one material per elevation requirement but must follow all other architectural standards.</li> </ul>	Complies.	<i>Materials balanced.</i>
<b>Prohibited Materials:</b> Tiles. Full veneer brick and tiles exceeding $\frac{1}{2}$ " in thickness is permitted, however veneer tile is prohibited. Stucco stone patterns and stucco brick patterns. Wood as a primary exterior finish material. Plain, grey, unfinished CMU block except as an accent material.	Complies.	<i>Tile requirements are noted on the new material board.</i>
<b>Stairways:</b> All stairways to upper levels shall be located within the building unless otherwise approved by the Land Use Authority for secondary access to outdoor patio decks or other usable outdoor area.	Complies.	<i>Ladder is to be internal.</i>

<b>Roof Drains:</b> All roof drains, conduit and piping, maintenance stairs and ladders, and other related services shall be located on the interior of the building.	<b>Complies.</b>	<i>Roof drains appear to be internal.</i>
<b>Electrical Panels:</b> To the extent possible, all electric panels and communication equipment should be located in an interior equipment room.	<b>Complies.</b>	<i>Electrical panels appear to be internal.</i>
<b>Street Orientation:</b> All Retail or Commercial buildings shall have expansive windows, balconies, terraces, or other design features oriented to the street or adjacent public spaces.	<b>Complies.</b>	<i>Windows oriented to public spaces.</i>
At least 50% of the first floor elevation(s) of a building that is viewed from a public street shall include windows and/or glass doors to minimize the expanse of blank walls and encourage a pedestrian friendly atmosphere. This percentage may be reduced to 35% for buildings without a retail component or with medical uses on the first floor.	<b>Complies.</b>	<i>Adequate windows on building fronts.</i>
<b>Metal Buildings:</b> Metal buildings are only permitted in the Agricultural, Residential Agricultural, Rural Residential, Office Warehouse and Industrial Zones.	<b>N/A.</b>	<i>Not metal.</i>
All metal buildings shall be designed to have an exterior appearance of conventionally built structures. Stock, "off the shelf" metal buildings are prohibited.	<b>N/A.</b>	<i>Not metal.</i>
Metal buildings in the Agricultural, Residential Agricultural, and Rural Residential zones shall only be used for agriculture as defined in Section 19.02.02 of the City Code.	<b>N/A.</b>	<i>Not metal.</i>

## 19.18 Signs

Regulation	Compliance	Findings
Site Plans require signage information (if tenant known, show location potential location size)	<b>Complies.</b>	<i>Tenants not known.</i>
Monument sign location and details	<b>Complies.</b>	<i>No monuments signs.</i>
Wall signs and potential locations and details	<b>Complies.</b>	<i>Concept signs shown on buildings.</i>

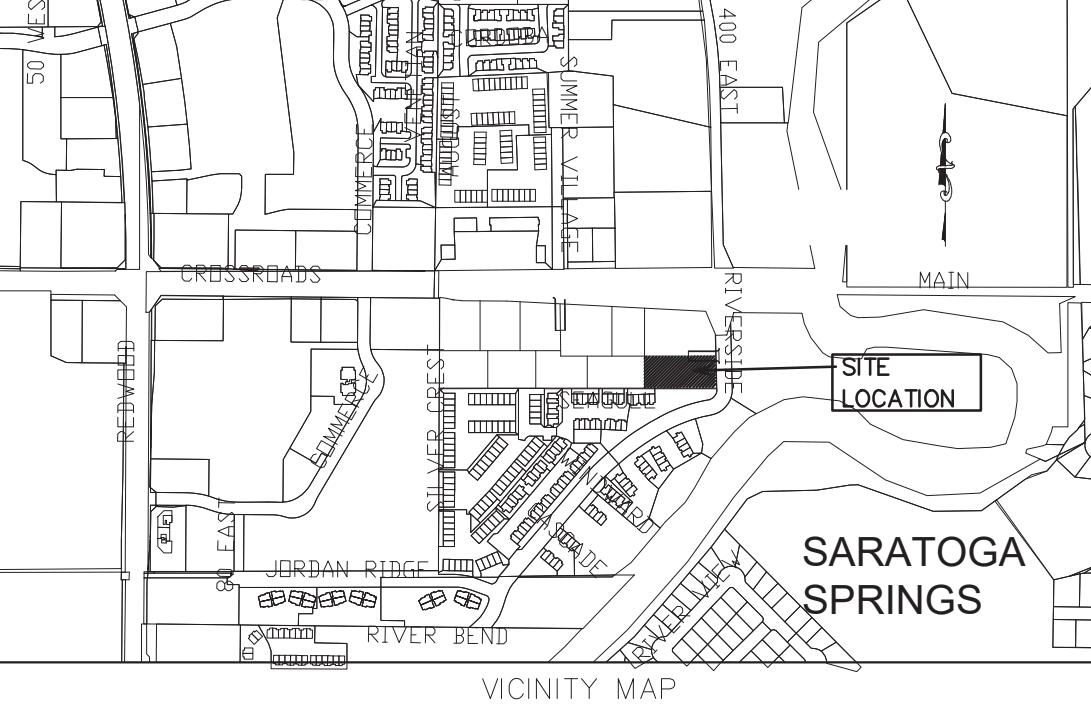
### 19.18.18 Signage in the Gateway Overlay Zone

Regulation	Compliance	Findings
The standards for signage in the Gateway Overlay shall be the same as for the underlying zoning as found in Chapter 19.18. including the following:		
a. All signs in a development shall follow a design plan that dictates uniformity in sign appearance and style, to be approved with the site plan; and	<b>Complies.</b>	<i>This will be coordinated with other tenants of Steele Ridge Plaza to ensure a consistent look for the development.</i>
b. Signs shall not obscure display windows or significant building features.	<b>Complies.</b>	<i>Signs do not obscure.</i>

## Fiscal Impact

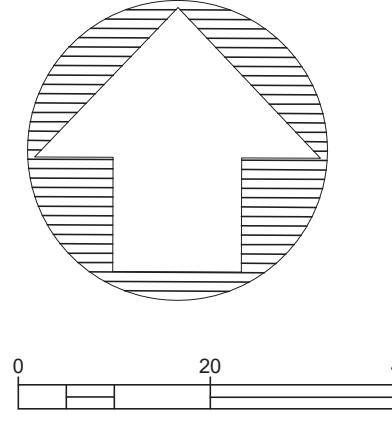
Regulation	Findings
Is there any City maintained open space?	<i>None.</i>
What is the anticipated cost to the City?	<i>None.</i>
When will City maintenance begin?	<i>n/a</i>

# EXHIBIT 3: Site Plan



## STEELE RIDGE PLAZA LOT 7 SITE PLAN

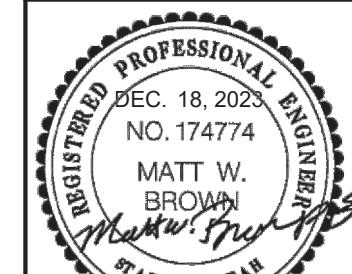
357 EAST CROSSROADS BLVD  
SARATOGA SPRINGS, UTAH



**BROWN**  
ENGINEERING, INC.

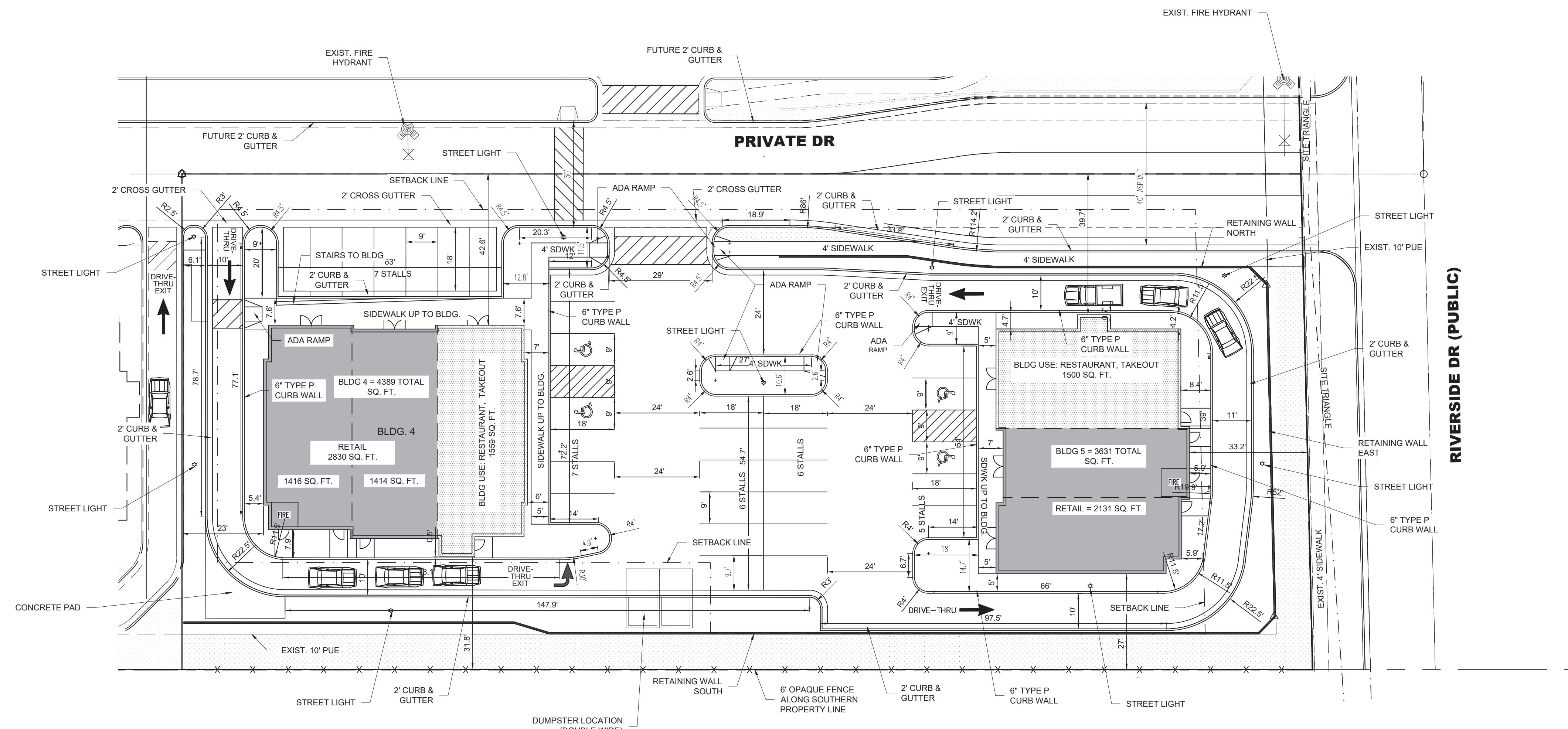
Office: (801) 377-1790 Fax: (801) 377-1789

578 East 770 North, Orem, Utah 84058



PARKING TABULATIONS		
DESCRIPTION	REQUIRED	PROVIDED
TAKEOUT	16	
RETAIL	20	37*
<b>TOTAL</b>	<b>36</b>	
ADA	2	4**
* 31 STALLS, 6 DRIVE THRU STACK		
** INCLUDES 2 VAN ACCESSIBLE STALLS		
TAKEOUT = 5 STALLS / 1000 SQ. FT.		
RETAIL = 4 STALLS / 1000 SQ. FT.		
DRIVE THRU STACK = 3 PER DRIVE THRU		

ROADWAY IMPROVEMENTS		
ITEM	UNIT	QUANTITY
PAVEMENT	SF	18881
ROAD BASE	TONS	640
GRANULAR BORROW	TONS	1280
2' C&G	LF	968
6' CURB	LF	820
SIDEWALK	SF	2600
DRIVE APPROACH	EACH	1
ADA RAMPS	EACH	8
DUMPSTER PADS	EACH	2



Note:  
All streetlights shown on plan set are private  
streetlights and must follow streetlight notes 3 and 4  
of Saratoga Springs Standard detail LP-1.

NOTES:  
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>

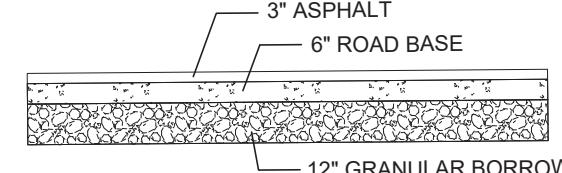
### LEGAL DESCRIPTION

LOT 7, STEELE RIDGE PLAZA SUBDIVISION PLAT

#### HATCHING LEGEND

- RETAIL STORE
- RESTAURANT/TAKEOUT STORE
- LANDSCAPING

#### PAVEMENT SECTION



STEELE RIDGE PLAZA - LOT 7  
SARATOGA SPRINGS, UTAH  
SITE PLAN LOT 7

Drawing Name:

Location:

Title:

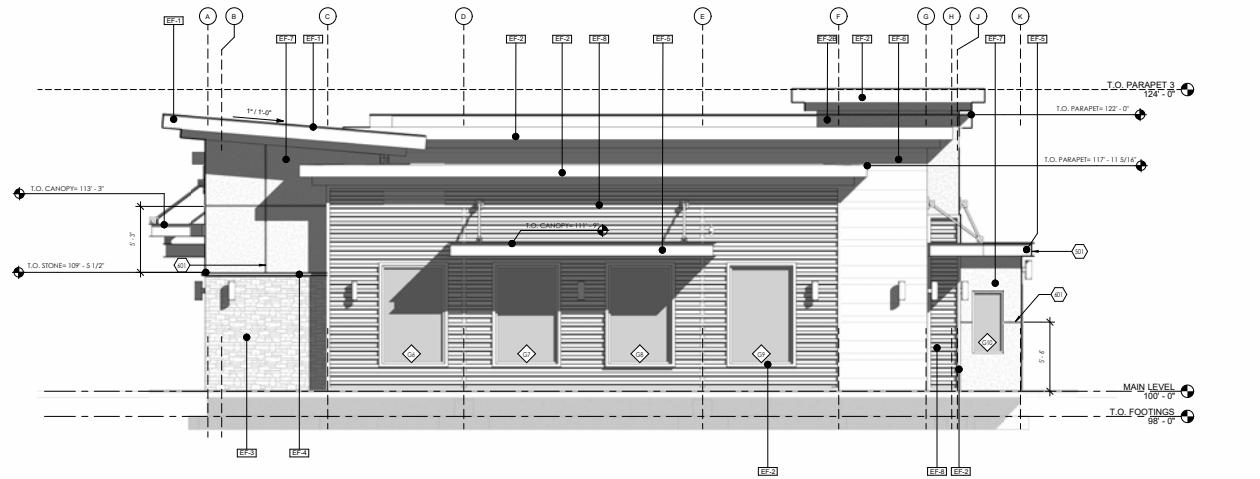
Project No.:

2023.009

Sheet No.:

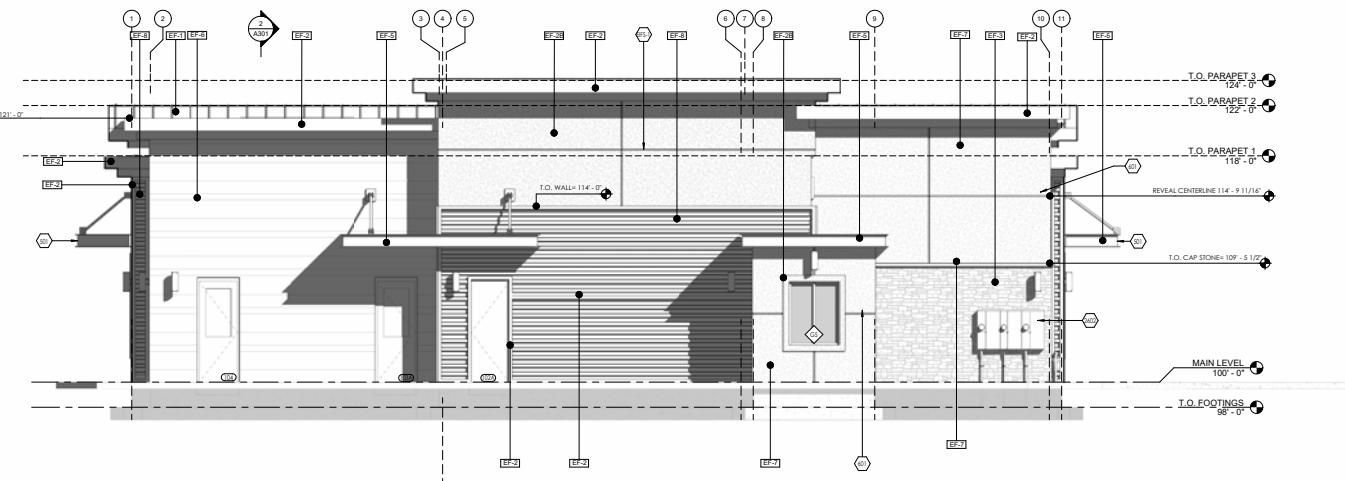
1.01

EXHIBIT 4: Building Elevations



(E) WEST ELEVATION  
1/4" = 1'-0"

WEST ELEV



(A) SOUTH ELEVATION  
1/4" = 1'-0"

SOUTH ELEV

EXTERIOR MATERIALS			
MARK	MATERIAL	MANUF.	MODEL/COLOR
E1	STANDING SEAM METAL ROOF	DARK BRONZE PER APPROVED SAMPLE, 18" PAN WITH 1" EDGES	
E2	DARK BRONZE METAL FLASHING	PER APPROVED SAMPLE	
E3	THIN BRONZE VENEER	DETA STONE	
E4	STONE CAP	DETA STONE	
E5	EXPOSED STRUCTURAL STEEL	SHREWD WILMINGTON CAP TO MATCH BRONZE VENEER	
E6	WOOD BEAM	SHREWD WILMINGTON CAP TO MATCH BRONZE VENEER	
E7	STAINLESS STEEL	DAHLER	1/8" BAND OF STAINLESS STEEL, 1/8" BAND OF MONTESSO CHARCOAL™ MN74 (C) - 1/8" BAND OF MONTESSO LIGHT GREY MN72
E8	STAINLESS STEEL	GENEY	ACRYLIC POLYMER FINE SAND ESR, HARBER 1334
E9	METAL WALL PANEL	BROCKSTEEL	HR-16 PANEL OR APPROVED EQUAL, COR-TEN A/P RAW

BUILDING SECTIONS - KEY NOTES	
401	THE LAMINATED WOOD CANADA
402	WOOD BEAMING - RE: STRUCTURAL
2402	PROPOSED LOCATION OF ELECTRICAL METERS, RE: ELECTRICAL DRAWINGS
995.1	

STEELE RIDGE PLAZA BUILDING 4

357 EAST CROSSROADS BLVD  
SARATOGA SPRINGS, UT 84045



PRINTED DATE  
9/5/2024 5:05:19 PM

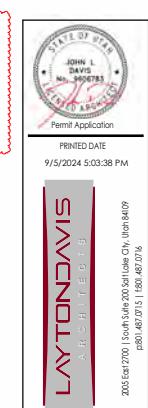
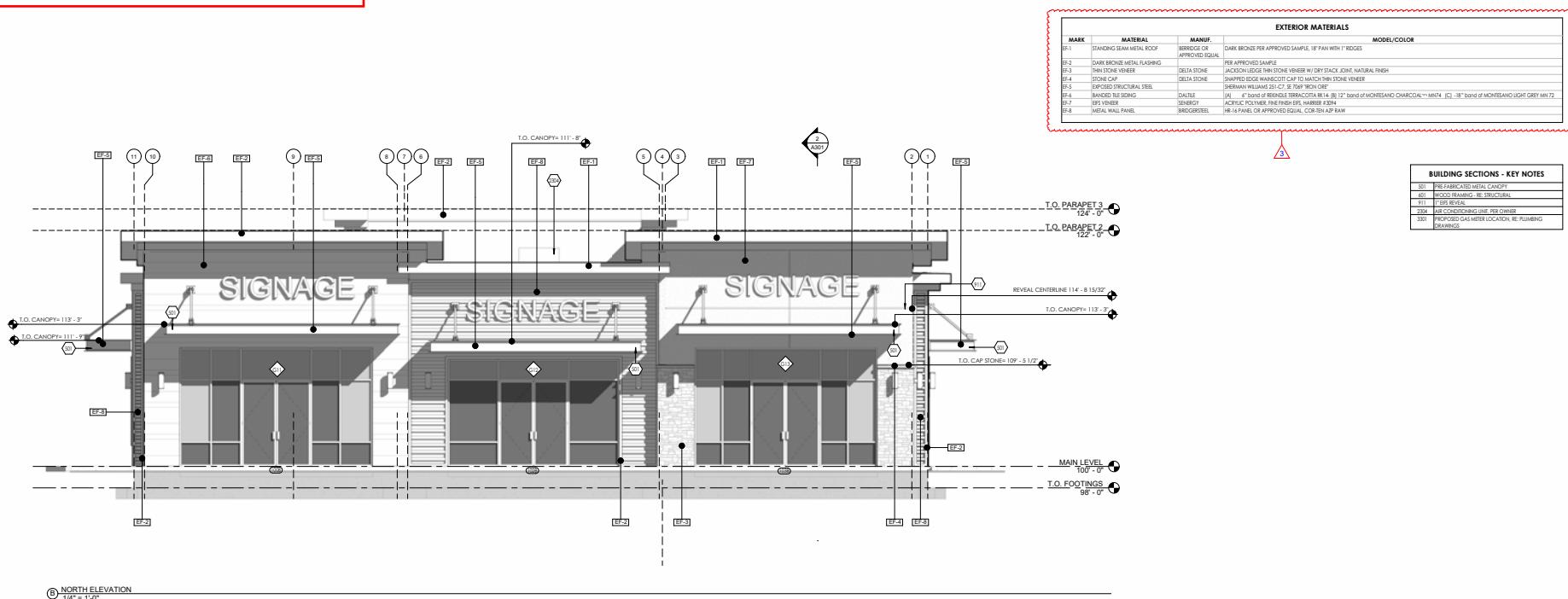
LAYTONDAVIS  
Layton Davis Architects, Inc.

205 East 2700 South, Suite 200, Salt Lake City, UT 84101  
(800) 467-0715 | (800) 467-0716

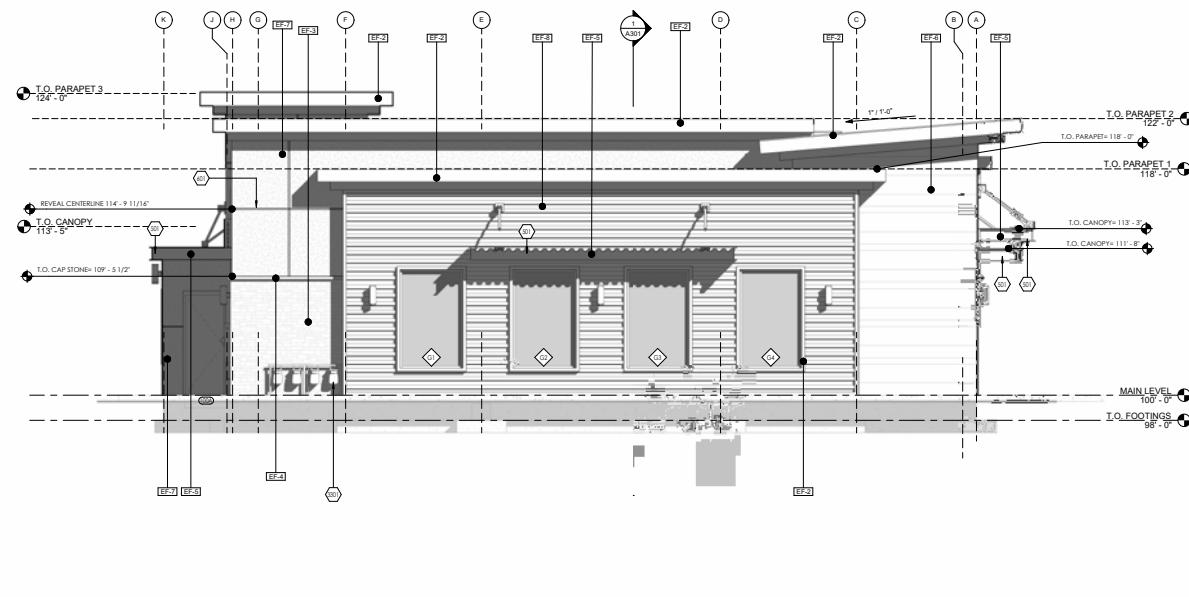
GENERAL NOTES:  
1- BUILDING ENVELOPE, PROPERTY LINE, AND TOPOGRAPHIC LINE INFORMATION PER LAND SURVEY, RE: GRADING PLAN 1.02  
2- BUILDING ELEVATION 100'0" = CIVIL DRAWINGS TOPOGRAPHIC ELEVATION, RE: GRADING PLAN 1.02  
3- ALL DIMENSIONS TO BE FIELD VERIFIED

PROJECT NO.  
22187  
DRAWN BY / CHECK BY  
CS  
TITLE  
ELEVATIONS  
30X42 SHEET #  
A201

#### EXHIBIT 4: Building Elevations



STEEL RIDGE PLAZA B III DING 4



**A** EAST ELEVATION  
1/4" = 1'-0"

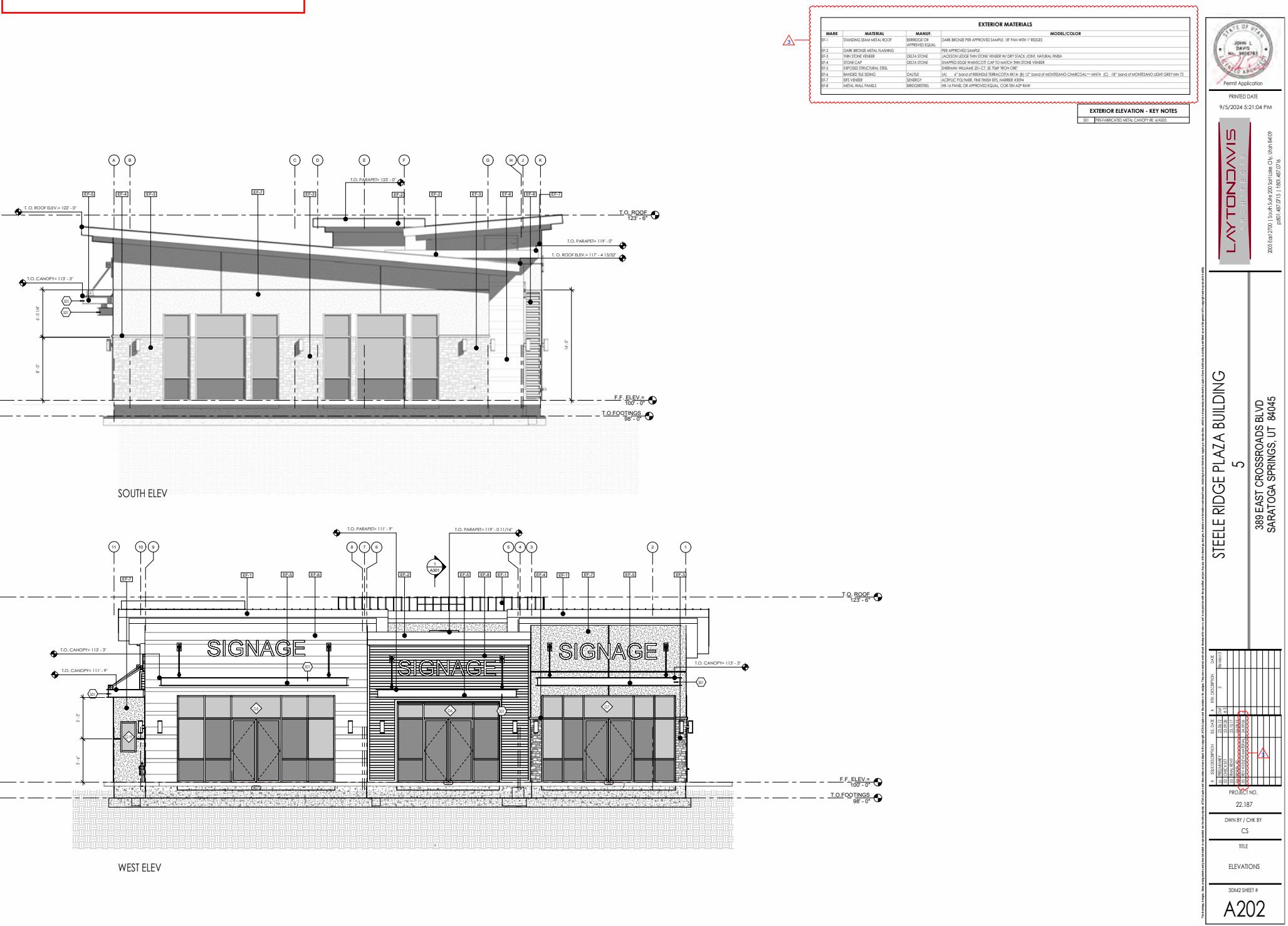
GENERAL NOTES:

- 1- BUILDING ENVELOPE, PROPERTY LINE, AND TOPOGRAPHIC LINE INFORMATION PER LAND SURVEY, RE: GRADING PLAN 1.02
- 2- BUILDING ELEVATION 100'-0" = CIVIL DRAWINGS TOPOGRAPHIC ELEVATION, RE: GRADING PLAN 1.02
- 3- ALL DIMENSIONS TO BE REED VERIFIED

A202



## EXHIBIT 4: Building Elevations



## EXHIBIT 5: Original Renderings



## EXHIBIT 5: Original Renderings



## EXHIBIT 5: Original Renderings



## EXHIBIT 5: Original Renderings



EXHIBIT 6: Proposed Renderings



EXHIBIT 6: Proposed Renderings



EXHIBIT 6: Proposed Renderings



EXHIBIT 6: Proposed Renderings



EXHIBIT 7: Original Color Board

L A Y T O N      D A V I S

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A R C H I T E C T S

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STEELE RIDGE LOT 7 - EXTERIOR MATERIALS

## EXHIBIT 7: Original Color Board



VIEW FROM NORTH WEST



VIEW FROM NORTH EAST

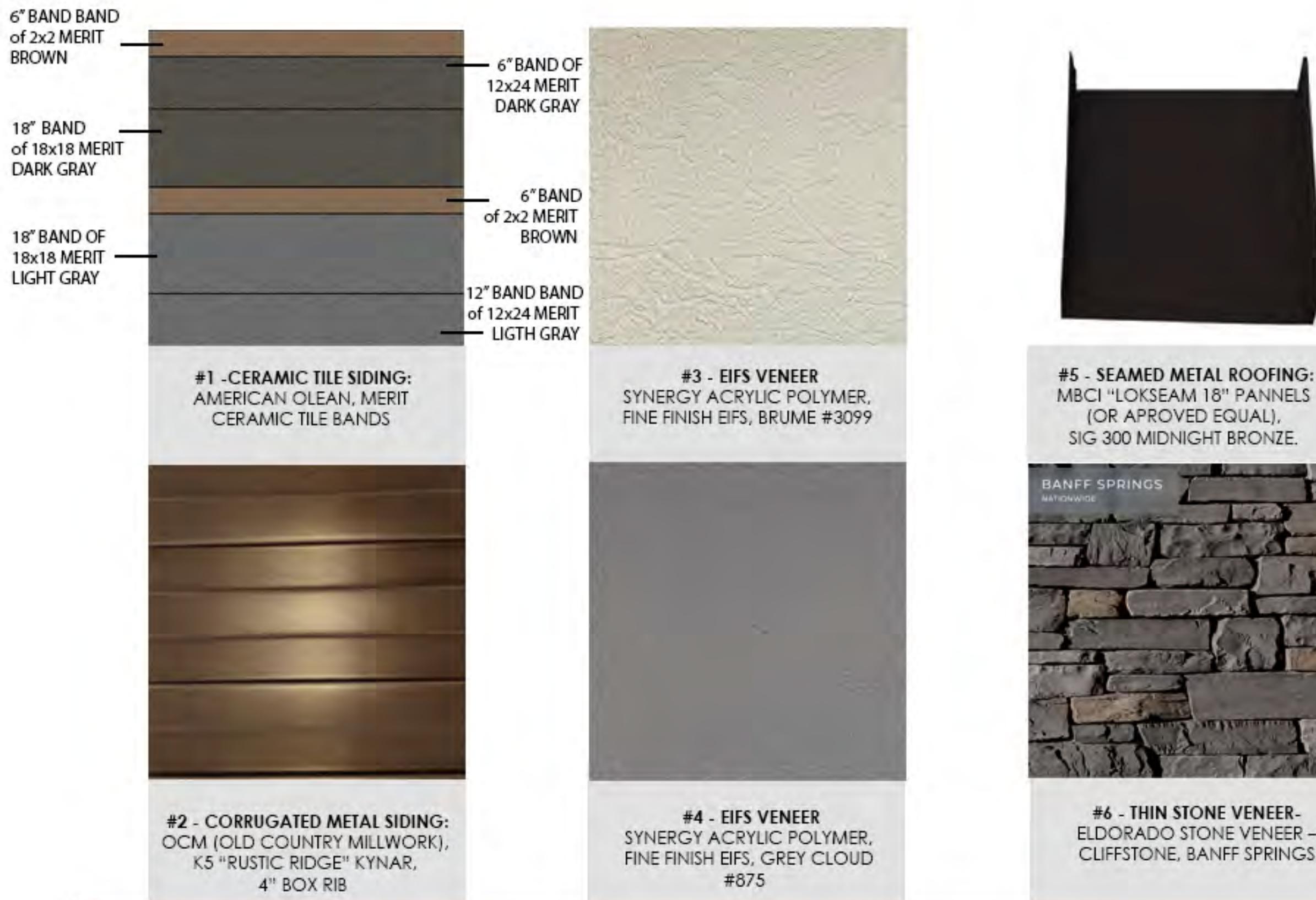


VIEW FROM SOUTH EAST

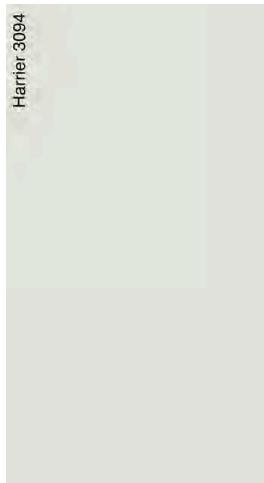
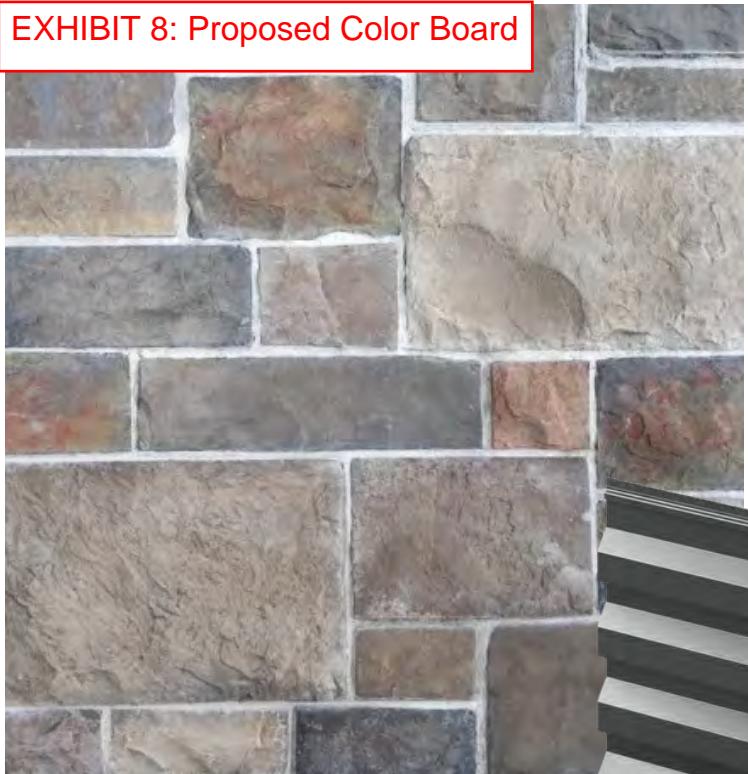


VIEW FROM SOUTH WEST

## EXHIBIT 7: Original Color Board



## EXHIBIT 8: Proposed Color Board



### Exterior Selections

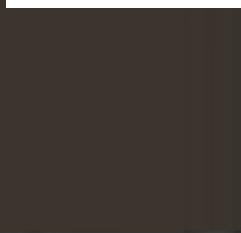
- **Stone Selection:** Harristone - Ledgestone Shore Cliff
- **Stucco:** Harrier 3094
- **Metal Siding:** Berridge HR-16 Panel - Charcoal Grey
- **Pre-Cast Concrete:** EFIS system to look like concrete panel
- **Fascia & Back Soffit:** Aluminum - Dark Bronze
- **Front Soffit:** Woodtone Fineline Paneling - American Nut Brown



DARK BRONZE

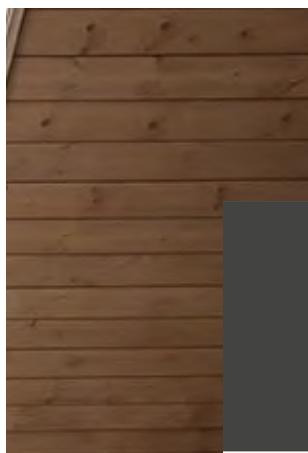


SW 7069  
Iron Ore

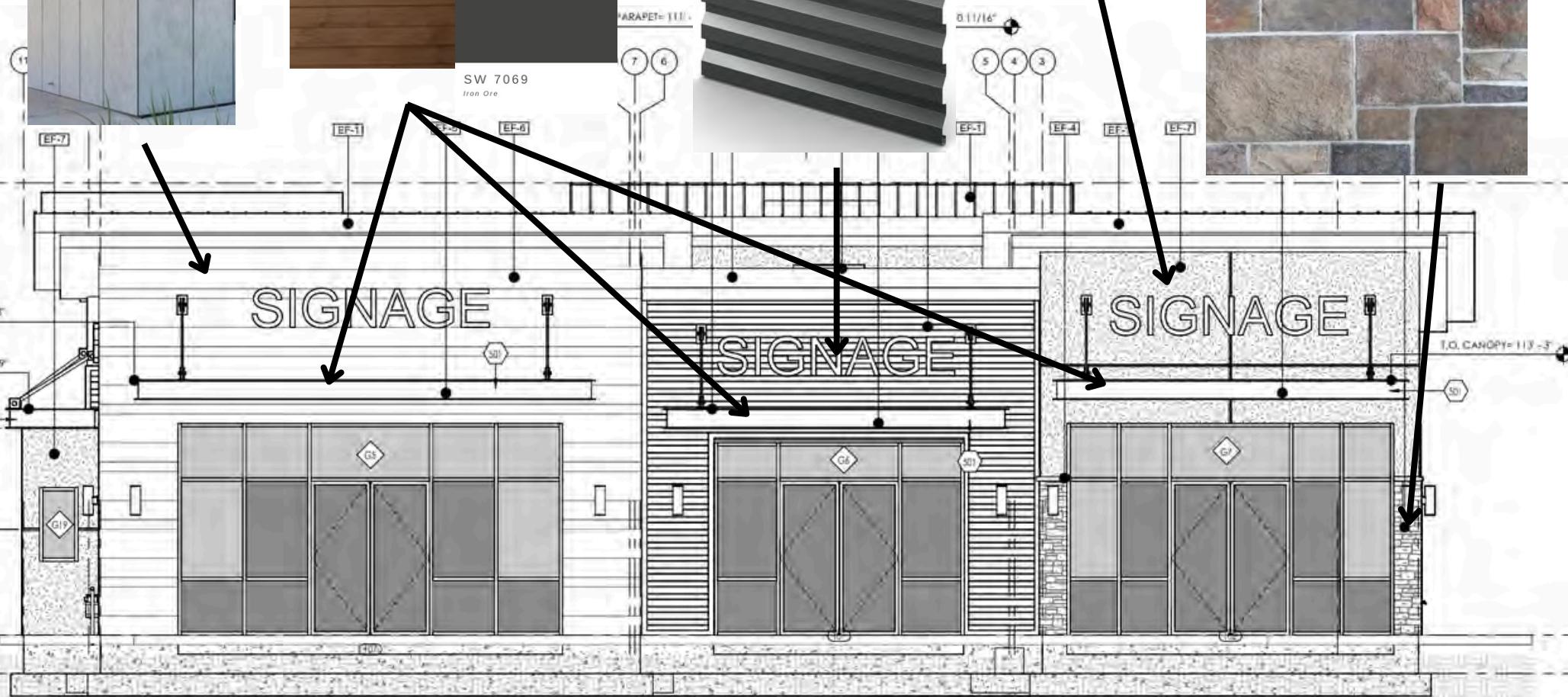
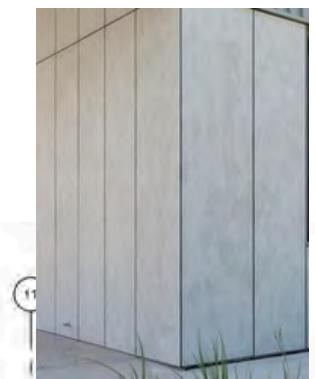
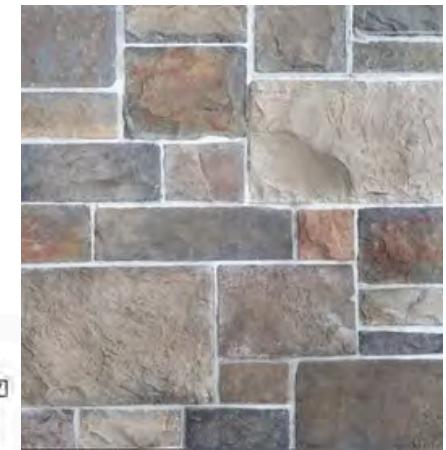


## EXHIBIT 8: Proposed Color Board

Add wood soffit to front of building only (back will be aluminum)



11-0001



## EXHIBIT 9: Comparison Table

MAR K	MATERIAL	MANUF.	MODEL/COLOR	BLDGs 4 & 5	MARK	MATERIAL	MANUF.	MODEL/COLOR
EF1	Standing Seam Metal Roof	Berridge or Approved Equal	Dark Bronze per Approved Sample, 18"Pan with 1"Ridges	NO CHANGE	EF1	Standing Seam Metal Roof	Berridge or Approved Equal	Dark Bronze per Approved Sample, 18"Pan with 1"Ridges
EF2	Dark Bronze Metal Flashing		Per Approved Sample	NO CHANGE	EF2	Dark Bronze Metal Flashing		Per Approved Sample
EF3	Thin Stone Veneer	Delta Stone	Jackson Ledge Thin Stone Veneer w/Dry Stack Joint, Natural Finish	<<< Original Proposed >>>	EF3	Thin Stone Veneer	Harristone	Ledgestone Shore Cliff
EF4	Stone Cap	Delta Stone	Snapped Edge Wainscott Cap to Match Thin Stone Veneer	<<< Original Proposed >>>	EF4	Stone Cap	Harristone	Ledgestone Shore Cliff Matching Cap
EF5	Exposed Structural Steel		Sherwin Williams 251-C7 SE7069 "Iron Ore"	NO CHANGE	EF5	Exposed Structural Steel		Sherwin Williams 251-C7 SE7069 "Iron Ore"
EF6	Banded Tile Siding	Daltile	(A)6" Band Rekindle Terracotta RK14 (B)12" Band Montesano Charcoal MN74 [C]18" Band Montesano Light Grey MN72	<<< Original Proposed >>>	EF6	EIFS (Concrete Pre-Cast Panel Look)	Senergy	Finish from Masterwall, Grey
EF7	EIFS Veneer	Senergy	Acrylic Polymer, Fine Finish EIFS, Harrier#3094	<<< Original Proposed >>>	EF7	EIFS Veneer	Senergy	Acrylic Polymer, Fine Finish EIFS, Harrier#3094
EF8	Metal Wall Panel	Bridgersteel	HR-16 Panel or Approved Equal, COR-TEN AZP Raw	<<< Original Proposed >>>	EF8	Metal Wall Panel	Berridge	HR-16 Panel - Charcoal Grey



**REZONE**  
**SKYLINE PROPERTIES**  
**MAY 6, 2025**  
**PUBLIC MEETING**

Report Date:	April 29, 2025
Applicant:	Robert D. Kunz
Owner:	Aaron Larson
Location:	2472 North Redwood Road
Major Street Access:	Stagecoach Drive
Parcel Number(s) & Size:	36:431:0022/3.35 AC 36:431:0028/3.41 AC
Land Use Designation:	Regional Commercial (RC)
Requested Land Use:	Regional Commercial (RC)
Parcel Zoning:	Agricultural
Requested Zoning:	Regional Commercial (RC)
Adjacent Zoning:	Regional Commercial (RC), Agricultural (A)
Current Use of Parcel:	Vehicle/Trailer Storage, Residential
Adjacent Uses:	Empire Flooring
Previous Meetings:	N/A
Previous Approvals:	N/A
Type of Action:	Legislative
Land Use Authority:	City Council
Future Routing:	City Council
Planner:	Austin Roy, Senior Planner

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**A. Executive Summary:**

The applicant is seeking to rezone two parcels (36:431:0022 & 36:431:0028) located at approximately 2472 North Redwood Road from Agricultural (A) to Regional Commercial (RC). The proposed zoning matches the City's General Plan Future Land Use Map. The proposed concept for the development includes six commercial lots ranging from 34,193 square feet to 48,176 square feet in size, which complies with the proposed RC zone. The concept also shows a proposed continuation of Stagecoach Drive, extending from the south property boundary and stubbing to the property to the north.

**Recommendation:**

**On February 27<sup>th</sup>, 2025 the Planning Commission recommended approval of the requested Zoning Map Amendment for Skyline Properties with the Findings and Conditions of the Staff Report.**

**Staff recommends that the City Council review and discuss the proposal, and choose from the options in Section H of this report.** Options include approval with or without conditions, denial, or continuation.

- B. Background:** The properties are existing parcels in the Agricultural zone. The application was received on February 5, 2025. The applicant has accepted and signed a development agreement for the property.
- C. Specific Request:** Rezone two parcels (36:431:0022 & 36:431:0028) located at approximately 2472 North Redwood Road from Agricultural (A) to Regional Commercial (RC).

**D. Process:**

**Rezone and General Plan Amendment**

Code Section 19.13.04 outlines the process for a Rezone and General Plan Amendments. A public hearing is required with the Planning Commission who then makes a recommendation to the City Council. The City Council makes the final decision to either approve with or without conditions, continue, or deny the request.

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. The application will be reviewed by the Planning Commission and receive a recommendation prior to review by 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 F and G 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 10-9a and 52-4 for a public hearing.  
*Complies. Please see Section D of this report.*

**Concept Plan**

Section 19.17.02 states “Petitions for changes to the City’s Zoning Map for all land use zones may be accompanied by an application for Concept Plan Review or Master Development Agreement approval pursuant to Chapter 19.13 of this Code.”

Per Chapter 19.13 of the Land Development Code, the process for a Concept Plan includes an informal review of the Concept Plan by both the Planning Commission and the City Council. The review shall be for comment only and is non-binding.

A concept plan has been submitted with the request for a rezone and is included with this staff report. The concept plan is meant to help understand the intent of the applicant's request and their future development plans. The attached concept plan review is non-binding and does not address all concerns or requirements of the Land Development Code. The items marked "shall comply" or "does not comply" shall be incorporated into the site plan and preliminary plat application.

**E. Community Review:**

**Public Meeting:** This has been noticed as a public meeting pursuant to City and State statutes, which requires posting notice of the meeting and the agenda not less than 24 hours before the meeting.

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

**F. General Plan:** The Future Land Use Map in the General Plan identifies the area as Regional Commercial (RC), which is the zoning being proposed by the applicant. Per the General Plan, Regional Commercial (RC) is defined as *areas that incorporate retail, employment, entertainment, and civic uses.*

**Staff conclusion:** Consistent. The proposed rezone seeks to match the General Plan.

**G. Code Criteria:**

**Land Use**

The requested rezone would change the land use regulations for the subject property from agricultural in to commercial which significantly changes the use of the land. This change of use is however consistent with the General Plan and will better match the current and future developments on adjacent lands.

**Concept Plan**

A concept plan has been submitted with the request for a rezone and General Plan Amendment and is included with this staff report. The concept plan is meant to help understand the intent of the applicant's request and their future development plans. The attached concept plan review is non-binding and does not address all concerns or requirements of the Land Development Code. The items marked "can comply" or "does not comply" shall be incorporated into the site plan application. It's common for the concept plan review to have a significant amount of redlines as this is a non-binding informal review and staff typically completes one review, rather than multiple reviews at this stage of the process.

## **Rezone and General Plan Amendment**

A zoning map amendment (rezone) and General Plan Amendment are legislative decisions. The City Council has significant discretion when considering these changes. The criteria for a rezone and general plan amendment are outlined below and act as guidance in the decision making. Note that the criteria are non-binding.

### **19.17.04. Gradual Transition of Uses and Density.**

It is the policy of the City Council, through exercising its zoning authority, to: (a) transition high intensity uses to help prevent the impacts of high density uses on low density areas; and (b) to limit inconsistent uses being located on adjacent parcels. The City Council may implement this policy using its zoning powers. Through amendments to the General Plan and the Zoning Map, the City Council intends to apply the following guidelines to implement this policy:

1. Residential lots, parcels, plats, or developments should not increase by more than 20% of density as compared to adjacent lots, zones, parcels, plats, or developments to enable a gradual change of density and uses. To appropriately transition, new lots should be equal to or larger than immediately adjacent existing platted lots.
2. Exceptions.
  - a. The City should avoid allowing high intensity uses (e.g., commercial, industrial, multi-family structures, etc.) adjacent to lower intensity uses (e.g., single family, low density residential, etc.), however may allow these uses to be located adjacent to each other if appropriate transitions and buffers are in place. Appropriate buffers and transitions include a combination of roadways, landscaping, building orientation and facades, increased setbacks, open spaces, parks, and trails.
3. Despite these guidelines, the City Council recognizes that it will become necessary to allow high intensity next to low intensity uses in order to allow for the implementation of multiple zones in the City. The City Council should use their best efforts to limit inconsistent uses and zones being located on adjacent parcels and to mitigate inconsistent uses and zones through transitions and buffers.

**Staff finding: Consistent.** *Per the City Land Use Map, the site is adjacent to Regional Commercial properties on all sides. Thus, the proposed land use and density is compatible with the adjacent properties. Findings for either approval or denial are included in the options in Section H of this report.*

### **19.17.05. Consideration of General Plan, Ordinance, or Zoning Map Amendment.**

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

1. the proposed change will conform to the Land Use Element and other provisions of the General Plan;

***Staff finding: Consistent if approved.***

2. the proposed change will not decrease or otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;

***Staff finding: Consistent.*** *The proposed zoning and uses are compatible with adjacent properties. Findings for either approval or denial are included in Section H of this report.*

3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City;

#### **19.01.04. Purpose.**

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.

***Staff finding: Consistent.*** *19.04.09 states the purpose of each zone. The purpose of the RC Zone is included below. The Planning Commission has reviewed this information and recommends approval. The City Council should evaluate this information and consider the recommendation from Planning Commission.*

#### **Regional Commercial:**

The purpose of the Regional Commercial Land Use Zone is to allow, in appropriate areas, commercial businesses and shopping centers of a scale that will serve neighborhood, community-wide, and regional shopping needs. These regulations should preserve the existing quality and livability of the City while still assuring maximum efficiency of traffic circulation and convenience.

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; and

**Staff finding: Up for discussion.** The property will have different benefits to the public depending upon the zoning.

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

**Staff finding: Can comply.** Staff recommends a mutually agreed upon development agreement be approved and signed before a rezone takes effect, if the City Council approves this request.

#### **H. Recommendation and Alternatives:**

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

##### **Option 1 – Approval**

“I move to approve the requested Zoning Map Amendment for Skyline Properties, located at 2472 North 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 section 19.17 of the Land Development Code, as articulated in Section G of the staff report, which section is incorporated by reference herein.
3. Applicant has agreed to a Development Agreement for the property.

##### **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 Skyline Properties Rezone is recommended as shown in the attachments to the Staff report subject to execution of the development agreement.
4. All other Code requirements shall be met.
5. Any other conditions or changes as articulated by the City Council:

---

##### **Option 2 – Continuance**

“I move to **continue** the rezone for Skyline Properties 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 to deny the requested rezone for Skyline Properties, located at 2472 North 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. Concept Plan
5. Development Agreement

## **Staff Report**

**Author:** Kyle Kingsbury, Engineer II

**Subject:** Skyline Properties (Country Mile) – Concept Plan

**Date:** February 27, 2025

**Type of Item:** Concept Plan Review



**SARATOGA  
SPRINGS**

### **Description:**

**A. Topic:** The applicant has submitted a concept plan application. Staff has reviewed the submittal and provides the following recommendations.

### **B. Background:**

*Applicant:* Robert D. Kunz

*Request:* Concept Plan

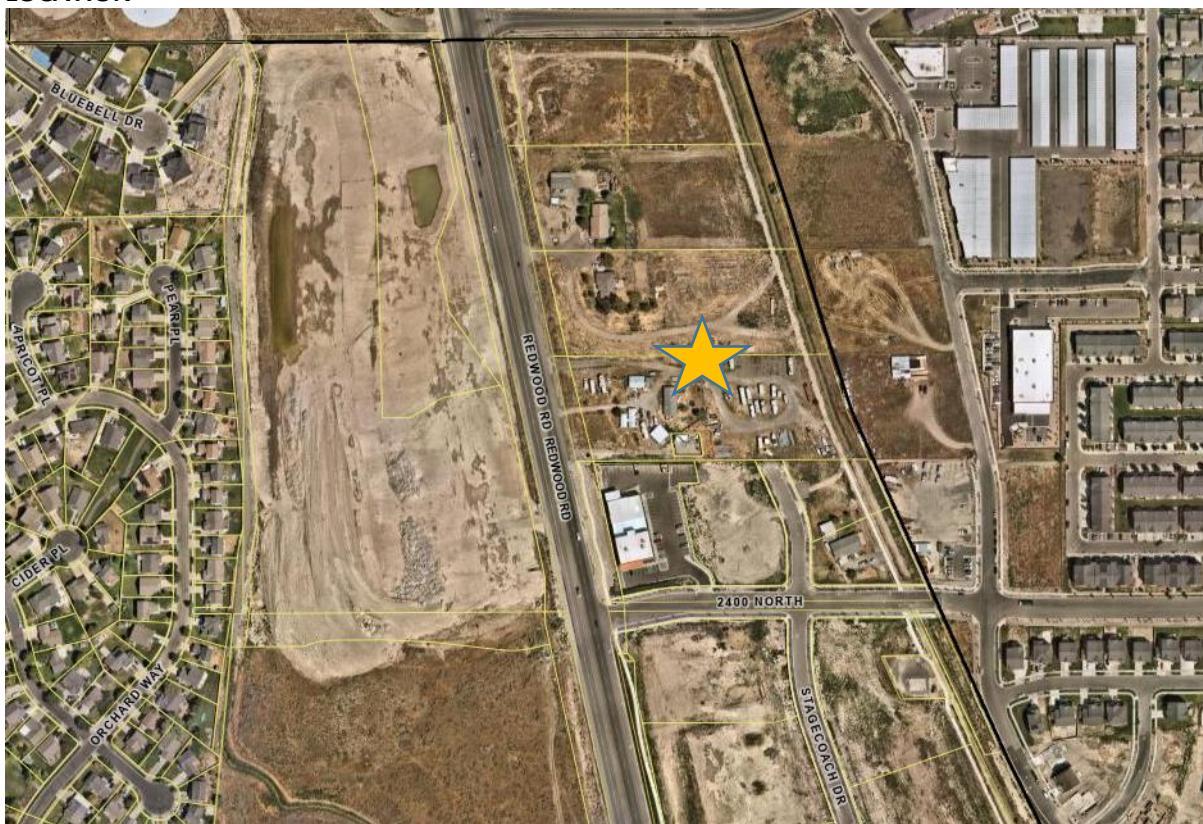
*Location:* 2472 North Redwood Road (Stagecoach Drive)

*Acreage:* 6.76 acres – 2 Lots

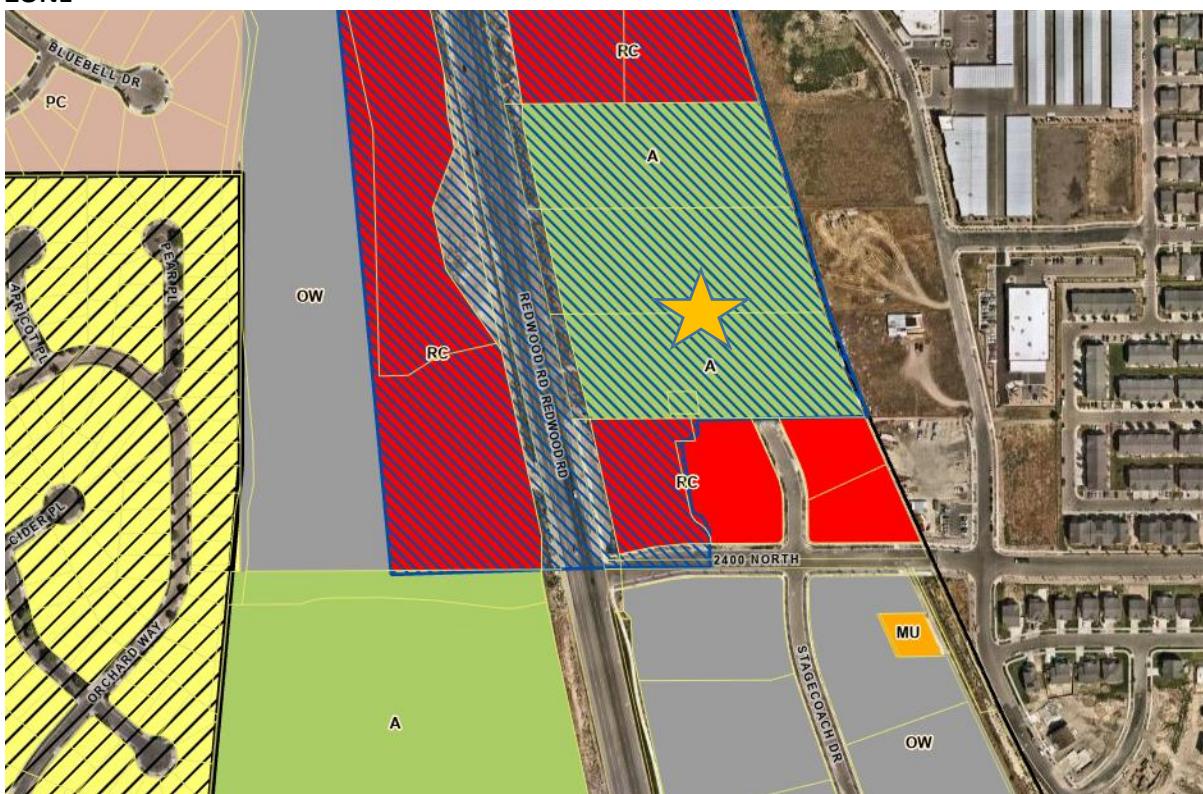
**C. Recommendation:** Staff recommends the applicant address and incorporate the following items into the development of their project and construction drawings.

1. The City has insufficient information at this time to determine what project and system improvements will be necessary to service the developer's property. As a result, this review does not reserve utility system capacity. Prior to, concurrent with, or subsequent to Final Plat Approval, the developer will be required to install all required infrastructure to service the property. In addition to all required project improvements, the developer may also be required to install any and all system improvements, subject to required impact fee credits.

## LOCATION



## ZONE





## APPLICATION REVIEW CHECKLIST

### Application Information

---

<b>Date Received:</b>	2/5/2025
<b>Date of Review:</b>	2/13/2025
<b>Project Name:</b>	Country Mile
<b>Project Request / Type:</b>	Rezone
<b>Meeting Type:</b>	Planning Commission/City Council
<b>Applicant:</b>	Robert D. Kunz
<b>Owner:</b>	Aaron Larson
<b>Location:</b>	2472 N. Redwood Road
<b>Major Street Access:</b>	Stagecoach Drive
<b>Parcel Number(s) and size:</b>	36:431:0022/3.35 AC 36:431:0028/3.41 AC
<b>Land Use Designation:</b>	Regional Commercial
<b>Parcel Zoning:</b>	Agriculture
<b>Adjacent Zoning:</b>	Agriculture
<b>Current Use:</b>	Residential
<b>Adjacent Uses:</b>	Residential
<b>Previous Meetings:</b>	N/A
<b>Previous Approvals:</b>	N/A
<b>Type of Action:</b>	Legislative
<b>Land Use Authority:</b>	City Council
<b>Future Routing:</b>	N/A
<b>Planner:</b>	Austin Roy, Senior Planner

### Section 19.13 – Application Submittal

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

### Section 19.13.04 – Process

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- DRC: 1/14/25
- Neighborhood Meeting: N/A
- PC: TBD
- CC: TBD

## General Review

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### Building Department

- No comments.

### Fire Department

- No comments.

### GIS / Addressing

- No comments.

### Additional Recommendations:

- Development Agreement required. Signed document received from the applicant.

## Code Review

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- 19.04, Land Use Zones
  - Zone: RC
  - Use: TBD

19.04.01 Requirements		Regional Commercial	
Category To Be Reviewed	Regulation	Compliance	Findings
Development Size (Minimum)	N/A	-	-
Lot Size (Minimum)	30,000 sq. ft.	Complies	46,994 sq. ft.
Front/Corner Side Setback (Minimum)	10'	Shall Comply	Submit with Preliminary/Site Plan.
Interior Side Setback (Minimum)	10' or height of building, whichever is greater, when adjacent to a residential zone	Shall Comply	Submit with Preliminary/Site Plan.
Rear Setback (Minimum)	30' or height of building, whichever is greater, when adjacent to a residential zone	Shall Comply	Submit with Preliminary/Site Plan.
Building Separation (Minimum)	N/A		
Lot Width (Minimum)	N/A		
Lot Frontage (Minimum)	N/A		
Building Height (Maximum)	50'	Shall Comply	Submit with Preliminary/Site Plan.
Lot coverage (Maximum)	50%	Shall Comply	Submit with Preliminary/Site Plan.
Building Size (Minimum)	1,000 sq. ft.	Shall Comply	Submit with Preliminary/Site Plan.

Building Size (Maximum)	N/A		
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- Any developer or property owner wishing to develop property may request a change in this Title or the zoning map by submitting a petition to the Planning Director explaining the request and the reasons therefore. A petition is subject to the legislative discretion of the City Council. The petition may be accompanied by an amendment petition fee in an amount determined by resolution of the City Council. Petitions for changes to the City's Zoning Map for all land use zones may be accompanied by an application for Concept Plan Review or Master Development Agreement approval pursuant to Chapter 19.13 of this Code. [See Development Agreement](#).

## 19.04 Establishment of Land Use Zones: Gateway Overlay

Regulation	Compliance	Findings
<b>Landscaping:</b> In addition to the landscaping requirements in Chapter 19.06, the following shall apply to developments in the Gateway Overlay:		
a. A unified landscape theme must be provided that is designed to: <ul style="list-style-type: none"> <li>i. Be compatible with adjacent land uses and landscaping, including similar size and types of plants and street furniture;</li> <li>ii. Utilize water conservation and use of plant material suited to conditions in Saratoga Springs, including drought tolerant plants and those identified as appropriate in USDA hardiness zones 7a and 7b.</li> </ul>	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>
b. Additional landscape features shall be installed along Gateway Overlay arterial and collector streets, all development entry corners, and along all sides of buildings visible to the community entrance. These features shall include raised accent planters with shrubs or flowers or both, as well as at least two of the following: <ul style="list-style-type: none"> <li>i. Clusters of native grasses or other similar plants or both;</li> <li>ii. Small groves of trees;</li> <li>iii. Water features; and/or</li> <li>iv. Other similar landscaping features as approved by planning staff.</li> </ul>	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>
c. At least 50% of the entrance area in front of each building, and along the Gateway Overlay arterial and collector street side of each building, shall be designed with streetscape elements which include but are not limited to awnings, benches, trees, planters, benches, drinking fountains, decorative garbage canisters, outdoor clocks, public art, water features, outdoor restaurant seating, outdoor plazas/gathering areas, and other similar streetscape features.	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>

## 19.05 Supplemental Regulations

Regulation	Compliance	Findings
<b>Flood Plain:</b> 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.	N/A.	
<b>Water &amp; Sewage:</b> Each lot shall be connected to City water and sewer.	Complies.	<i>Details to be worked out at Site Plan.</i>
<b>Transportation Master Plan:</b> No building lot shall be created and no structure shall be erected within the location of a proposed street, road,	Complies.	<i>Complies with TMP.</i>

highway, or right-of-way as shown on the City's currently-approved Transportation Master Plan.		
<b>Property Access</b> - All lots shall abut a dedicated public street or highway or a private roadway.	<b>Complies.</b>	<i>Stagecoach Dr.</i>
<b>19.05.16. Special Standards and Considerations Governing Particular Uses. See Code for details</b>	<b>N/A.</b>	
Automobile refueling stations and car wash operations.	<b>Shall Comply.</b>	<i>Any proposed use shall comply with Title 19.</i>
Automobile Repair, Minor:	<b>Shall Comply.</b>	<i>Any proposed use shall comply with Title 19.</i>
Car Wash (full service).	<b>Shall Comply.</b>	<i>Any proposed use shall comply with Title 19.</i>
Hotels.	<b>Shall Comply.</b>	<i>Any proposed use shall comply with Title 19.</i>
Kennel, Private.	<b>Shall Comply.</b>	<i>Any proposed use shall comply with Title 19.</i>
Storage, Self-Storage, or Mini-Storage Units.	<b>Shall Comply.</b>	<i>Any proposed use shall comply with Title 19.</i>
Vehicle Storage.	<b>Shall Comply.</b>	<i>Any proposed use shall comply with Title 19.</i>
Public and Private Utility Building or Facility and Public Building Sites.	<b>Shall Comply.</b>	<i>Any proposed use shall comply with Title 19.</i>
Bars.	<b>Shall Comply.</b>	<i>Any proposed use shall comply with Title 19.</i>

## 19.06 Landscaping and Fencing

### Fencing and Screening

<b>Front Yards:</b> Fences exceeding 3' in height shall not be erected in any front yard space of any residential lot.	<b>Shall Comply.</b>	<i>Submit with Preliminary/Site Plan.</i>
<b>Clear Sight Triangle:</b> 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.	<b>Shall Comply.</b>	<i>Submit with Preliminary/Site Plan.</i>
<b>Street side yards:</b> fencing in street side yards adjacent to a driveway shall not exceed three feet for a distance of fifteen feet back from the intersection of driveway and sidewalk, or driveway and property line where no sidewalk exists as shown in the drawing below. Fencing shall also comply with all other clear sight triangle requirements as stated in 19.06.	<b>Shall Comply.</b>	<i>Submit with Preliminary/Site Plan.</i>
<b>Retaining walls:</b> for construction of all retaining walls four feet or taller in height, a building permit must be obtained. Prior to construction of retaining walls, Chapter 18 of the City Code shall be consulted to determine if a grading permit is also required. Where there is a difference in elevation on opposite sides of the fence, the height of the fence shall be measured from the highest elevation. <b>Retaining walls shall follow all applicable regulations outlined in Chapter 19.10 of the City Code, regardless of slope.</b>	<b>Shall Comply.</b>	<i>Submit with Preliminary/Site Plan.</i>
<b>Height:</b> Approval of fences over six feet in height will be determined on a case-by-case basis by the City Council for all new developments if fencing is proposed during the subdivision review process, or by the Planning Director for all developments that have received final approval; however, in no case will a fence be allowed to exceed eight feet in height. The following criteria shall be applied in making this determination: a. compatibility with fences of surrounding uses; b. quality of proposed materials; c. aesthetics of proposed materials;	<b>Shall Comply.</b>	<i>Submit with Preliminary/Site Plan.</i>

d. requirements of applicable development agreements; e. intensity of existing surrounding uses; and f. applicable conditions of approval.		
<b>Prohibited fencing:</b> a. No barbed wire, chain link, razor, or wire (agricultural, electric, chicken wire, mesh wire, hog fencing, etc.) fences shall be allowed. This does not apply to chain link or wire fences if the fence: (1) is not being used to delineate lot boundaries; and (2) is being used for Agricultural uses or otherwise for the keeping of animals; and (3) does not occupy more than 50% of any residential yard; or (4) is for back stops, sports fields, or sport court fencing within a public or private park. b. No fencing that parallels existing fencing shall be permitted within an existing fenced yard. Exceptions: interior fencing to enclose chickens, bees, or other livestock as otherwise specifically permitted under this Code, and any fencing of three feet or less in height within an existing fenced yard.	<b>Shall Comply.</b>	<i>Submit with Preliminary/Site Plan.</i>
<b>Double frontages:</b> where lots have frontages onto more than one street, that area designated by the property owner as the rear yard may have a solid or view obstructing fence, wall, or hedge not exceeding six feet in height. Where the double frontage lot is also a corner lot (three frontages), clear sight across corner property shall be required and enforced. See Section 19.06.11, Clear Sight Triangles.	<b>Shall Comply.</b>	<i>Submit with Preliminary/Site Plan.</i>
<b>Non-residential and Multi-family:</b> fencing and other screening materials for multifamily, residential, commercial, or industrial projects must receive approval by the Land Use Authority through the Site Plan review process. See Chapter 19.13 for Site Plan review requirements. In addition, the following criteria shall be applied: a. compatibility with fences of surrounding uses; b. quality of proposed materials; c. aesthetics of proposed materials; d. requirements of applicable development agreements; e. intensity of existing surrounding uses; and f. applicable conditions of approval.	<b>Shall Comply.</b>	<i>Submit with Preliminary/Site Plan.</i>
<b>Required Residential Fencing:</b> 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.	<b>Shall Comply.</b>	<i>Submit with Preliminary/Site Plan.</i>
Fences along open space, parks, canals, and trails shall be semi-private. Exception: privacy fencing is permitted for property lines abutting trail corridors that are not City maintained and are both adjacent to and visible from an arterial.	<b>Shall Comply.</b>	<i>Submit with Preliminary/Site Plan.</i>
Fencing along arterial roads shall be of a consistent material and color within each development.	<b>Shall Comply.</b>	<i>Submit with Preliminary/Site Plan.</i>
Fencing along open space, parks, and trails may be less than 6' in height but shall not be less than 3' in height, at the discretion of the property owner or HOA as applicable.	<b>Shall Comply.</b>	<i>Submit with Preliminary/Site Plan.</i>
<b>Screening at Boundaries of Residential Zones:</b> For residential developments, abutting active agricultural property or operations, a solid fence or wall shall be installed and maintained along the abutting property line.	<b>Shall Comply.</b>	<i>Submit with Preliminary/Site Plan.</i>
<b>Amount of Required Landscaping</b>		
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.	<b>Shall Comply.</b>	<i>Submit with Preliminary/Site Plan.</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.	Shall Comply.	Submit with Preliminary/Site Plan.
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.	Shall Comply.	Submit with Preliminary/Site Plan.

Landscape Amount			
Category To Be Reviewed	Regulation	Compliance	Findings
Total Square Footage	94,540		
Required Landscaping	18,908	Shall Comply	Submit with Preliminary/Site Plan.
Required Deciduous Trees	8	Shall Comply	Submit with Preliminary/Site Plan.
Required Evergreen Trees	6	Shall Comply	Submit with Preliminary/Site Plan.
Required Shrubs	26	Shall Comply	Submit with Preliminary/Site Plan.
Drought Tolerant Plants	20	Shall Comply	Submit with Preliminary/Site Plan.

## 19.09 Off Street Parking

### General Provisions

Regulation	Compliance	Findings
<b>Materials:</b> Parking areas shall consist of concrete, asphalt, or other impervious materials approved in the City's adopted construction standards	Shall Comply.	Submit with Preliminary/Site Plan.
<b>Parking Area Access:</b> 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.	Shall Comply.	Submit with Preliminary/Site Plan.
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.	Shall Comply.	Submit with Preliminary/Site Plan.
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.	Shall Comply.	Submit with Preliminary/Site Plan.
<b>Lighting:</b> Parking areas shall have adequate lighting to ensure the safe circulation of automobiles and pedestrians. Lighting shall be shielded and directed downward.	Shall Comply.	Submit with Preliminary/Site Plan.
<b>Location of Parking Areas:</b> 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.	Shall Comply.	Submit with Preliminary/Site Plan.

<table border="1"> <thead> <tr> <th>Size of Non-Residential Use and Individual Tenant Space</th><th>Walking Path of Travel Distance to the Nearest Customer Entrances</th></tr> </thead> <tbody> <tr> <td>Up to 1,500 square feet</td><td>150'</td></tr> <tr> <td>1,501 to 5,000 square feet</td><td>200'</td></tr> <tr> <td>5,001 to 10,000 square feet</td><td>250'</td></tr> <tr> <td>10,001 to 25,000 square feet</td><td>300'</td></tr> <tr> <td>25,001 to 50,000 square feet</td><td>350'</td></tr> <tr> <td>50,001 to 75,000 square feet</td><td>400'</td></tr> <tr> <td>75,001 to 100,000 square feet</td><td>450'</td></tr> <tr> <td>100,001 to 125,000 square feet</td><td>500'</td></tr> <tr> <td>Over 125,000 square feet</td><td>600'</td></tr> </tbody> </table>	Size of Non-Residential Use and Individual Tenant Space	Walking Path of Travel Distance to the Nearest Customer Entrances	Up to 1,500 square feet	150'	1,501 to 5,000 square feet	200'	5,001 to 10,000 square feet	250'	10,001 to 25,000 square feet	300'	25,001 to 50,000 square feet	350'	50,001 to 75,000 square feet	400'	75,001 to 100,000 square feet	450'	100,001 to 125,000 square feet	500'	Over 125,000 square feet	600'		
Size of Non-Residential Use and Individual Tenant Space	Walking Path of Travel Distance to the Nearest Customer Entrances																					
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Over 125,000 square feet	600'																					
<p><b>Exception:</b> 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><b>Curb Cuts and Shared Parking:</b> 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>	<p><b>Shall Comply.</b></p>	<p><i>Submit with Preliminary/Site Plan.</i></p>																				
<p><b>Parking plans shall show the following:</b> 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>	<p><b>Shall Comply.</b></p>	<p><i>Submit with Preliminary/Site Plan.</i></p>																				
<p>Provide accessible parking as required by Americans with Disabilities Act, see <a href="https://www.ada.gov/topics/parking/">https://www.ada.gov/topics/parking/</a> <a href="https://adata.org/factsheet/parking">https://adata.org/factsheet/parking</a></p>	<p><b>Shall Comply.</b></p>	<p><i>Submit with Preliminary/Site Plan.</i></p>																				
<p>Certain types of medical facilities need more accessible stalls, see link.</p>	<p><b>Shall Comply.</b></p>	<p><i>Submit with Preliminary/Site Plan.</i></p>																				
<p>Accessible stalls shall be as close to the primary entrance as possible.</p>	<p><b>Shall Comply.</b></p>	<p><i>Submit with Preliminary/Site Plan.</i></p>																				
<b>Parking Requirements and Shared Parking</b>																						
<p>Available on-street parking shall not be counted towards meeting the required parking stalls.</p>	<p><b>Shall Comply.</b></p>	<p><i>Submit with Preliminary/Site Plan.</i></p>																				
<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>	<p><b>Shall Comply.</b></p>	<p><i>Submit with Preliminary/Site Plan.</i></p>																				
<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>	<p><b>Shall Comply.</b></p>	<p><i>Submit with Preliminary/Site Plan.</i></p>																				
<p>When a development contains multiple uses, more than one parking requirement may be applied.</p>	<p><b>Shall Comply.</b></p>	<p><i>Submit with Preliminary/Site Plan.</i></p>																				
<p>Tandem parking spaces will not be counted as parking spaces for non-residential uses except for stacking spaces where identified.</p>	<p><b>Shall Comply.</b></p>	<p><i>Submit with Preliminary/Site Plan.</i></p>																				
<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>	<p><b>Shall Comply.</b></p>	<p><i>Submit with Preliminary/Site Plan.</i></p>																				
<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</p>	<p><b>Shall Comply.</b></p>	<p><i>Submit with Preliminary/Site Plan.</i></p>																				

related development shall determine an appropriate requirement using the following criteria: (see code)		
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.	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>
Parking Deviations. Parking requirements may deviate from the standards contained in Section 19.09.10, Required Minimum Parking, when the Land Use Authority determines that the deviation meets the intent of this Chapter. Reductions may not exceed 25% of the parking requirements and shall be based on the following criteria: <ol style="list-style-type: none"> <li>1. the intensity of the proposed use;</li> <li>2. times of operation and use;</li> <li>3. whether the hours or days of operation are staggered thereby reducing the need for the full amount of required parking;</li> <li>4. whether there is shared parking agreement in accordance with Section 19.09.05.10 below;</li> <li>5. the number of employees;</li> <li>6. the number of customers and patrons;</li> <li>7. trip generation; and</li> <li>8. peak demands.</li> </ol>	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>
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: <ol style="list-style-type: none"> <li>a. an agreement granting shared parking or mutual access to the entire parking lot; and</li> <li>b. peak demand data by a professional traffic engineer showing that shared parking will accommodate the uses.</li> </ol>	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>
Guest Parking. Two-Family dwellings, Three-Family dwellings, Multi-Family dwellings, and dwellings above commercial. <ol style="list-style-type: none"> <li>a. Guest parking shall be provided at a ratio of 0.25 stalls per unit.               <ol style="list-style-type: none"> <li>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.</li> </ol> </li> <li>b. Driveways shall not count towards the guest parking requirement.</li> <li>c. Guest parking shall be located within two-hundred feet of the dwelling unit.</li> </ol>	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>
Pedestrian Walkways and Accesses. <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>	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>
<b>Landscaping in Parking Areas</b>		
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	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>

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.		
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.	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>
Clear Sight Triangles must be followed.	Shall Comply.	<i>Submit with Preliminary/Site Plan.</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.	Shall Comply.	<i>Submit with Preliminary/Site Plan.</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.	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>
On single rows of parking or where parking abuts a sidewalk, there shall be one 18' x 9' foot landscaped island a minimum of every ten stalls. Islands on a single parking row shall have a minimum of one tree per island. <ul style="list-style-type: none"> <li>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.</li> </ul>	Shall Comply.	<i>Submit with Preliminary/Site Plan.</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.	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>
<b>Required Minimum Parking</b>		
<i>See table in 19.09</i>	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>
<b>Drive-thru Requirements</b>		
Each stacking space shall accommodate one vehicle and be no less than 20 feet in length from the point of service.	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>
All drive-thru facilities must provide at a minimum 3 stacking spaces (60') per lane (up to 3 stacking spaces may count towards required parking).	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>
Bank or financial institution (including ATMs): minimum of 3 stacking spaces per lane.	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>
Food or beverage establishment: minimum of 5 stacking spaces.	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>
Entrances and exits of drive-thru lanes shall be clearly marked to designate the direction of traffic flow.	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>
A Final Traffic report shall be provided and approved to demonstrate how all queuing shall be contained within the property, business, or use	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>

and not affect the surrounding roads. Stacking shall be designed so that it does not have the potential to overflow onto the street or adjacent property, business, or use.		
Landscaping: A three foot (3') wide raised median or planter between the drive-thru aisle and the parking area shall be provided.	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>
All drive-thru lanes adjacent to public streets shall have landscaped strips of not less than ten feet in width placed between the sidewalk and the drive-thru lanes that contain a berm, hedge, or screen wall with a minimum height of three feet to minimize intrusion of lighting from headlights and other lighting from surrounding properties.	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>

### Gateway Overlay Parking

Developments in the Gateway Overlay shall be designed with no parking between the Gateway Overlay arterial or collector streets and the street side of any buildings.	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>
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### Dimensions for Parking Stalls & Aisle

	Stall Width	Stall Length	Aisle Width (one-way traffic)	Aisle Width (two-way traffic)
<b>90° Parking</b>				
Required	9'	18'	24'	24'
Provided	TBD	TBD	TBD	TBD
<b>60° Parking</b>				
Required	9'	18'	25'	18'
Provided	N/A	N/A	N/A	N/A
<b>45° Parking</b>				
Required	9'	18'	25'	14'
Provided	N/A	N/A	N/A	N/A
<b>Parallel</b>				
Required	9'	20'	N/A	12'
Provided	N/A	N/A	N/A	N/A

## 19.12 Subdivision

### Subdivision Layout

<b>Layout:</b> 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>Compatible with GP.</i>
<b>Trails Master Plan:</b> Shows required trails	Complies.	<i>Redwood Road and canal trail shown.</i>
<b>Block Length:</b> 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>Stagecoach to stub to the north.</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.	N/A.	
<b>Connectivity:</b> 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>Stagecoach Dr. to connect lots.</i>
<b>Mailboxes:</b> Group mailboxes shall be accessed only from a local street, and shall not be placed on a collector or arterial street, unless a bulbout	N/A.	

is provided with space for a minimum of three vehicles to park outside the lane of travel and shoulder.		
<b>Private Roads:</b> 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.	N/A.	
<b>Access:</b> 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.	Complies.	<i>Compatible with GP.</i>
<b>Two separate means</b> 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. <b>Exception:</b> 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.	N/A.	
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: 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.	N/A.	
<b>Driveway and Driveway Approaches:</b> <b>Construction:</b> 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.	N/A.	
<b>Shared Driveways:</b> 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.	N/A.	
1. Shared Driveways may be used for clustered single-family lots. 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. 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	N/A.	

<p>driveway approach if installed in accordance with the provisions of this section.</p> <ol style="list-style-type: none"> <li>Corner lots may have one driveway approach per street frontage.</li> <li>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.</li> </ol> <p>4. Driveway Approach widths: Residential driveway aprons shall not exceed 30 feet in width, except as follows.</p> <ol style="list-style-type: none"> <li>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.</li> </ol>		
<p>iii. Driveway Widths:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> </ol>	N/A.	
<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> <ol style="list-style-type: none"> <li>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.</li> <li>Residential lots or parcels shall not be allowed to have access ways 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.</li> </ol>	Shall Comply.	Submit with Preliminary/Site Plan.
<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>	Shall Comply.	Submit with Preliminary/Site Plan.
<b>Lot Design</b>		
<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.	Lots are compatible.
<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.	Frontage proposed.
<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>	N/A.	

<ul style="list-style-type: none"> <li>i. For subdivisions with 20 or less lots: no more than 10% (rounding down) of the total lots are allowed to be flag lots;</li> <li>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</li> <li>iii. For subdivision with more than 50 lots: no more than 5% (rounding down) of the total lots are allowed to be flag lots.</li> </ul>		
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.	<b>Complies.</b>	<i>ROW is shown separately.</i>
Side property lines shall be at approximately right angles to the street line or radial to the street line.	<b>Complies.</b>	<i>Property lines are at right angles.</i>
Corner lots for residential use shall be 10% larger than the required minimum lot.	<b>N/A.</b>	
No lot shall be created that is divided by a municipal or county boundary line.	<b>N/A.</b>	
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.	<b>Complies.</b>	<i>Remainder parcels can be developed further.</i>
Double access lots are not permitted with the exception of corner lots.	<b>Complies.</b>	<i>No double access shown.</i>
Driveways for residential lots or parcels shall not be allowed to have access on major arterials. <b>Exception:</b> 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.	<b>N/A.</b>	
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.	<b>Complies.</b>	<i>Access proposed off Stagecoach Dr.</i>
<b>Street Connectivity</b>		
<b>Connectivity Standards.</b> All new subdivisions shall provide connectivity with adjacent developed and undeveloped properties and with adjacent open space, amenities, parks, and natural areas. All new subdivisions are required to:  Extend streets, sidewalks, and trails at least once in each direction to adjacent properties; and	<b>Complies.</b>	<i>Stagecoach Dr. connects proposed lots.</i>
Connect to all existing vehicular and pedestrian access points on adjacent developed properties; and	<b>Complies.</b>	<i>Redwood Road and canal trail shown.</i>
Install and connect public trails into all adjacent public open space, parks, and trails, which includes but is not limited to connections to trail corridors with public access easements; and	<b>Complies.</b>	<i>Redwood Road and canal trail shown.</i>
Stub public streets at least every 1,000 feet into all adjacent sides of undeveloped properties; and	<b>Complies.</b>	
Connect or stub into all adjacent master-planned rights-of-way, sidewalks, trails, and public transportation stops, stations, and facilities.	<b>Complies.</b>	<i>Meets GP.</i>
<b>Exceptions:</b> Connectivity Standards may be reduced by the Land Use Authority for Preliminary Plats, Final Plats, or Site Plans, as applicable, if the applicant provides clear and convincing evidence that it is impracticable to achieve due to the following:  a. Right-of-way, intersection, or access spacing cannot meet the Standard Technical Specifications and Drawings for City of Saratoga Springs; or	<b>N/A.</b>	

ii. The property is adjacent to the Jordan River, Utah Lake, delineated wetlands, slopes exceeding 30%, drainage channels, natural features, open space, or waterways that do not allow for a crossing or an access; or	N/A.	
iii. The property is adjacent to fully developed property that does not have any vehicular or pedestrian access points.	N/A.	
iv. Exceptions shall be construed narrowly by the Land Use Authority.	N/A.	
v. These exceptions shall not apply to trail connections.	N/A.	
<b>Arrangement of Streets.</b> The arrangement of streets in new developments shall make provision for the continuation of the existing streets in adjoining areas (or their proper projection where adjoining land is not subdivided) at the same or greater width (but in no case less than the required minimum width per the City's Standard Technical Specifications and Drawings). Exceptions below shall be construed narrowly and only granted if the developer provides clear and convincing evidence to the Land Use Authority that the exception is met.	Complies.	<i>Meets TMP.</i>
In order to develop a public street grid throughout the City, public right-of-way connections through and between developments shall be made at a minimum of every 1000 feet and in a manner that will provide safe and convenient access to existing or planned arterial/collector streets, schools, public parks, public trails, private parks or trails with public access easements, employment centers, commercial areas, or similar neighborhood activity centers. The connections may be completed over time in phases as part of a circulation plan. This requirement does not apply to commercial development; however, all streets and trails on the Transportation Master Plan and Parks, Recreation, Trails, and Open Space Master Plan shall be included and shall be public streets.	Complies.	<i>Meets TMP.</i>
A public street connection shall be provided to any existing or approved public street right-of-way stub abutting the development, unless it is demonstrated that a connection cannot be made because of the existence of one of the following conditions: <ol style="list-style-type: none"> <li>Physical conditions that preclude development of a public street meeting the City's Standard Technical Specifications and Drawings. Such conditions may include, but are not limited to, topography, natural resource areas, such as wetlands, ponds, streams, channels, rivers or lakes, or slopes exceeding 30%.</li> <li>Buildings or other existing development on adjacent lands, including previously subdivided but vacant lots or parcels, which obstruct a connection now and in the future.</li> </ol>	N/A.	
<b>Circulation Plan.</b> A circulation plan shall be provided as part of a preliminary subdivision plat or site plan application.	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>
The circulation plan shall include connections to adjacent parcels and shall address street, sidewalk, and trail connectivity and shall include facilities shown on the City's adopted Master Plans.	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>
The circulation plan shall show the connectivity, block length dimensions, cul-de-sac length dimensions, bike and pedestrian trails, and any proposed traffic calming features.	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>
The circulation plan shall include proposed connections to and across adjacent properties.	Shall Comply.	<i>Submit with Preliminary/Site Plan.</i>

## Minor Subdivision Requirements

A Minor Subdivision is a one-time process. To ensure adequate infrastructure, lots contained in an existing recorded subdivision plat are not eligible to apply for a Minor Subdivision.	Shall Comply.	Submit with Preliminary/Site Plan.
The minimum lot size for lots created through a Minor Subdivision shall be one acre, or the minimum allowed by the zone, whichever is greater.	Shall Comply.	Submit with Preliminary/Site Plan.
A Minor Subdivision may subdivide a parcel into a maximum of four parcels.	Shall Comply.	Submit with Preliminary/Site Plan.
Lots created through a Minor Subdivision may not be buildable until all other applicable state and local requirements are met.	Shall Comply.	Submit with Preliminary/Site Plan.
Application includes an updated Preliminary Title Report. <ul style="list-style-type: none"> <li>i. The Title Report must also demonstrate that the proposed minor subdivision has not been involved in any prior minor subdivision.</li> </ul>	Shall Comply.	Submit with Preliminary/Site Plan.
Minor Subdivision Plats shall conform to all of the requirements for Final Subdivision Plats layouts as provided in section 19.12.03.	Shall Comply.	Submit with Preliminary/Site Plan.

## 19.13 Process

Regulation	Findings
Neighborhood Meeting. Required?	N/A
Notice/Land Use Authority.	
<b>Master Development Agreement.</b> 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.	
Phasing Improvements.	
Payment of 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

Concept Plan Application Requirements		
Regulation	Compliance	Findings
A completed application and affidavit, form, and application fee.	Complies.	Provided.
Plat/Parcel Map of the area available at the Utah County Surveyor's Office.	Complies.	Provided.
Proposed changes to existing zone boundaries, if such will be needed	Complies.	
Conceptual elevations and floor plans, if available	N/A.	
Drawn to a scale of not more than 1" = 100'	Complies.	1"=40'
Proposed name of subdivision, cleared with the County Recorder to ensure the name is not already in use	Complies.	

Name of property if no subdivision name has been chosen. This is commonly the name in which the property is locally known	<b>Complies.</b>	
Locations and widths of existing and proposed streets and right-of-ways	<b>Complies.</b>	<i>Streets shown.</i>
Road centerline date including bearing, distance, and curve radius	<b>Complies.</b>	<i>Road proposed.</i>
Configuration of proposed lots with minimum and average lot sizes	<b>Complies.</b>	<i>Provided.</i>
Approximate locations, dimensions, and area of all parcels of land proposed to be set aside for park or playground use or other public use, including acreages, locations, and percentages of each and conceptual plan of proposed recreational amenities	N/A.	
Those portions of property that qualify as sensitive lands per Section 19.02.02., including acreages, locations, types, and percentages of total project area and of open space	N/A.	
Total acreage of the entire tract proposed for subdivision	<b>Complies.</b>	<i>Provided.</i>
General topography shown with 1' or 2' contours and slope arrows with labels	<b>Complies.</b>	<i>Shown.</i>
North arrow, scale, and date of drawing	<b>Complies.</b>	<i>Shown.</i>
Property boundary with dimensions	<b>Complies.</b>	<i>Shown.</i>
Data table including total number of lots, dwellings, and buildings, square footage of proposed buildings by floor, number of proposed garage parking spaces, number of proposed surface parking spaces, number of required and proposed ADA compliant parking spaces, percentage of buildable land, percentage and amount of open space or landscaping, and net density of dwellings by acre	<b>Complies.</b>	<i>See table.</i>
Existing conditions and features within and adjacent to the project area including roads, structures, drainages, wells, septic systems, buildings, and utilities	<b>Complies.</b>	<i>Shown.</i>
Conceptual utility schematic with existing and proposed utility alignments and sizes sufficient to show how property will be served including drainage, sewer, culinary and secondary water connections and any other existing or proposed utilities needed to service the proposed development or that will need to be removed or relocated as part of the project	<b>Complies.</b>	<i>Provided.</i>
A schematic drawing of the proposed project that depicts the existing proposed transportation corridors within two miles, and the general relationship of the proposed project to the Transportation and Land Use Element of the General Plan and the surrounding area	<b>Complies.</b>	
<b>Trails Master Plan:</b> Shows required trails	<b>Complies.</b>	<i>Redwood Road and canal trail shown.</i>

### 19.16.10 Waterfront Buffer and Gateway Overlays, Additional Standards

<b>Height and setbacks for buildings and structures that exceed 35 feet in height:</b> 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.	<b>Shall Comply.</b>	<i>Submit with Preliminary/Site Plan.</i>
<b>Ground floor transparency:</b> i. The building façade facing the Waterfront Buffer or Gateway Overlay arterial and collector streets shall have at least 50 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.	<b>Shall Comply.</b>	<i>Submit with Preliminary/Site Plan.</i>

<b>Prohibited building materials:</b> i. High gloss or shiny metal panels as a primary material. ii. Mirror glass panels.	<b>Shall Comply.</b>	<i>Submit with Preliminary/Site Plan.</i>
<b>Entrances:</b> 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.	<b>Shall Comply.</b>	<i>Submit with Preliminary/Site Plan.</i>
<b>Building Facades Treatment:</b> 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.	<b>Shall Comply.</b>	<i>Submit with Preliminary/Site Plan.</i>
<b>View corridor:</b> 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)	<b>Shall Comply.</b>	<i>Submit with Preliminary/Site Plan.</i>

## 19.18 Signs

Regulation	Compliance	Findings
Site Plans require signage information (if tenant known, show location potential location size)	<b>Shall Comply.</b>	<i>Submit with Preliminary/Site Plan.</i>
Monument sign location meets code and sign details provided	<b>Shall Comply.</b>	<i>Submit with Preliminary/Site Plan.</i>
Wall signs and potential locations and details	<b>Shall Comply.</b>	<i>Submit with Preliminary/Site Plan.</i>

### 19.18.18 Signage in the Gateway Overlay Zone

Regulation	Compliance	Findings
The standards for signage in the Gateway Overlay shall be the same as for the underlying zoning as found in Chapter 19.18. including the following:		
a. All signs in a development shall follow a design plan that dictates uniformity in sign appearance and style, to be approved with the site plan; and	<b>Shall Comply.</b>	<i>Submit with Preliminary/Site Plan.</i>
b. Signs shall not obscure display windows or significant building features.	<b>Shall Comply.</b>	<i>Submit with Preliminary/Site Plan.</i>

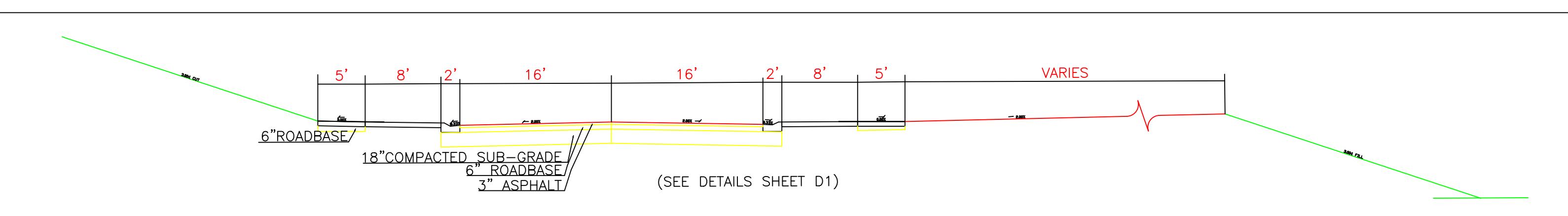
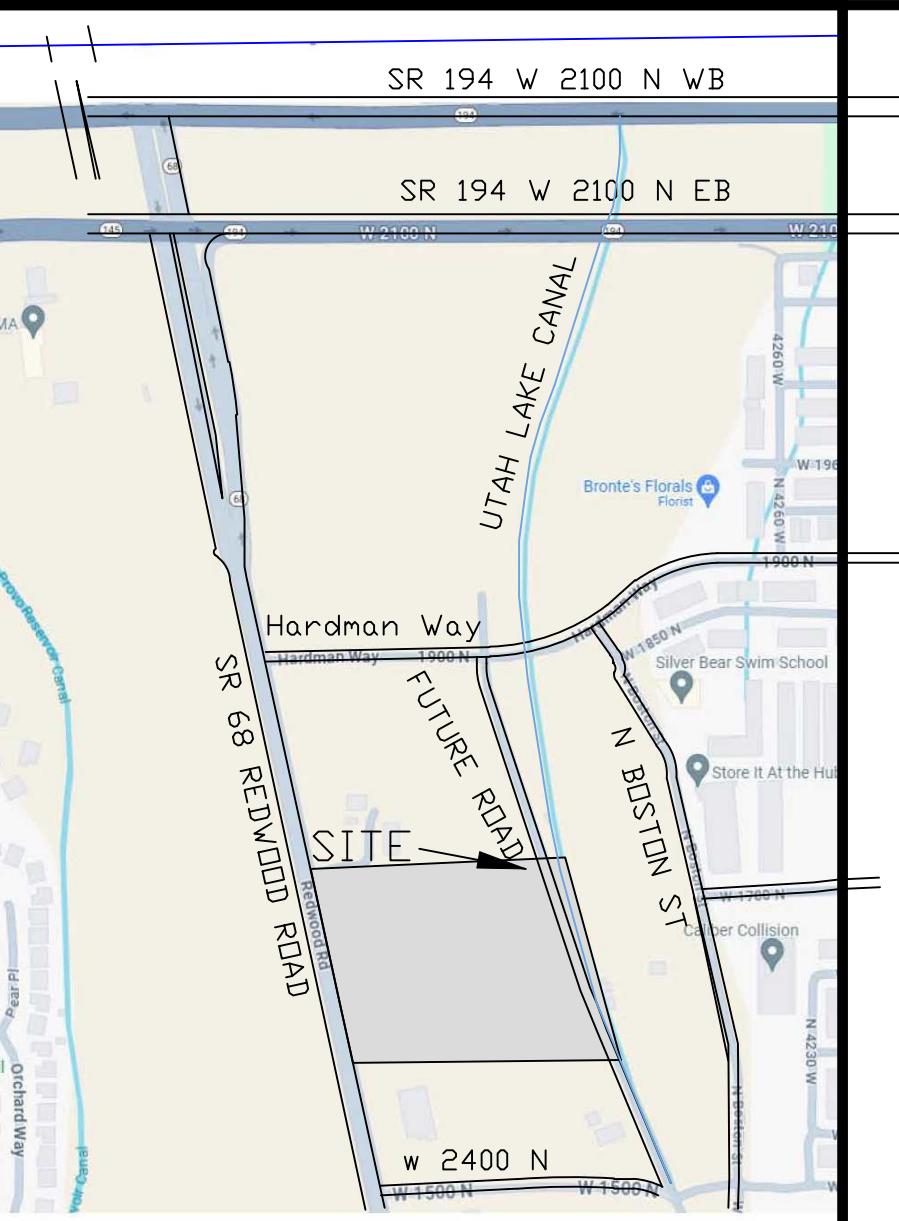
## Fiscal Impact

Regulation	Findings
Is there any City maintained open space?	<i>None.</i>
What is the anticipated cost to the City?	<i>None.</i>
When will City maintenance begin?	<i>N/A</i>

# SKYLINE PROPERTIES

## COMMERCIAL SUBDIVISION

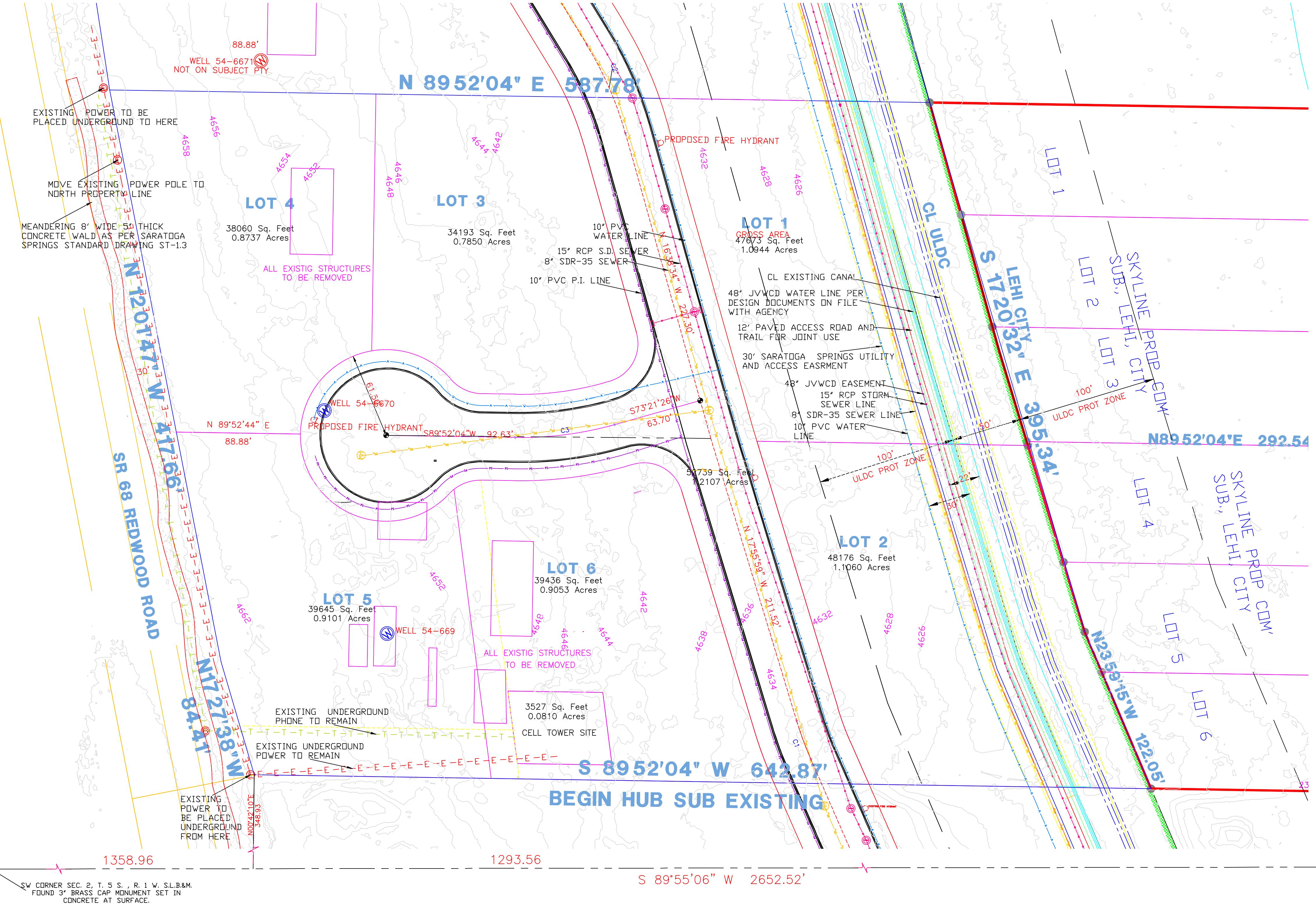
LEHI CITY, UTAH COUNTY, UTAH, TOWNSHIP 5 SOUTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN, U. S. SURVEY



### 62' ROW TYPICAL SECTION STAGECOACH DRIVE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	250.00'	29.30'	29.28'	N 21°17'26" W	6°42'54"
C2	250.00'	69.48'	69.26'	S 24°36'16" E	15°55'24"
C3	250.00'	72.04'	71.79'	N 81°36'45" E	16°30'38"

### VICINITY MAP



### BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION LINE BETWEEN THE S QUARTER CORNER AND THE SW CORNER OF SECTION 2, T5S, R1W S.L.B.&M SHOWN HERE ON AS S89°55'06" W, 2652.52 FEET.

### NARRATIVE

THE PURPOSE OF THIS PLAT IS TO DIVIDE THIS PROPERTY INTO 6 LOTS AND IDENTIFY AND PROPERTY THAT SHOULD BE DEDICATED AS STREETS. UPON APPROVAL OF A FINAL PLAT, ALL BOUNDARY CORNERS AND REAR LOT CORNERS WILL SET WITH A  $\frac{1}{8}$ " REBAR AND PLASTIC CAP STAMPED "KUNZ ENGINEERING". ALL FRONT LOT CORNERS WILL BE SET WITH A LEAD PLUG IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.

### BOUNDARY DESCRIPTION

PART OF LOTS 3&4 OF COUNTRY MILE SUBDIVISION LOCATED IN THE SW QUARTER OF SECTION 2, SECTION 2, T.5S., R.1W., S.L.B.&M., U.S. SURVEY IN SARATOGA SPRINGS, UTAH COUNTY, UTAH.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 2 AND PROCEEDING S89°55'05" W 1293.56' ALONG THE SECTION LINE AND N00°04'55" W 348.93' TO THE SW CORNER OF LOT 4, COUNTRY MILES SUBDIVISION AS DEFINED BY A ROW PURCHASED BY U.D.O.T. (UTAH COUNTY DEED ENTRY # ) WHICH IS ON THE EASTERN RIGHT OF WAY LINE OF REDWOOD ROAD (SR-68), AND THE TRUE POINT OF BEGINNING, THENCE ALONG SAID LINE N17°27'38" W, 84.41'; N12°01'47" W, 417.66' TO THE NORTH LINE OF LOT 3 OF COUNTRY MILE SUBDIVISION THENCE ALONG SAID LINE S89°52'04" E, 587.78' TO THE SARATOGA CITY BOUNDARY; THENCE ALONG SAID BOUNDARY S17°20'32" E, 395.34' AND S23°59'15" E, 122.05'; THENCE S89°52'04" W 642.87' TO THE TRUE POINT OF BEGINNING.

HAVING AN AREA OF 299935.7 SQUARE FEET, 6.886 ACRES

LESS THE FOLLOWING:  
PART OF 3, COUNTRY MILE SUBDIVISION LOCATED IN THE SW QUARTER OF SECTION 2, SECTION 2, T.5S., R.1W., S.L.B.&M., U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT THE S $\frac{1}{4}$  CORNER OF SAID SECTION 2 AND PROCEEDING TO THE SW CORNER OF SAID PROPERTY, A POINT ON THE WESTERN RIGHT OF WAY LINE OF REDWOOD ROAD LIES S89°55'06" W A DISTANCE OF 1353.51' AND N00°04'54" W A DISTANCE OF 593.56' TO THE TRUE POINT OF BEGINNING, THENCE ALONG SAID RIGHT OF WAY LINE N12°01'47" W A DISTANCE OF 249.99'; THENCE N89°52'04" E A DISTANCE OF 587.78' TO THE SARATOGA SPRINGS CITY BOUNDARY; THENCE ALONG SAID BOUNDARY S16°38'34" E A DISTANCE OF 184.82' AND S17°57'49" E A DISTANCE OF 70.84'; THENCE S89°52'10" W A DISTANCE OF 610.46'; TO THE POINT OF BEGINNING. HAVING AN AREA OF 3527 SQUARE FEET, 0.081 ACRES

### LAND USE ACREAGE

	ACRES	FT <sup>2</sup>
LOT 1	1.094	47,672.06
LOT 2	1.106	48,177.36
LOT 3	0.785	34,194.60
LOT 4	0.874	38,058.37
LOT 5	0.910	39,643.96
LOT 6	0.905	39,434.87
CELL SITE	0.081	3,526.36
ROAD WAY	1.131	49,244.58
TOTAL AREA	6.886	299,954.16

### PROPERTY OWNERS

- PARCEL 36-431-0022 - SL0013 L.L.C. - AARON LARSON MANAGER MAILING ADDRESS: 15782 S WOOD HOLLOW DR BLUFFDALE, UT 84065
- PARCEL 36-431-0028 - HARVEST VIEW PTYS L.L.C. - AARON LARSON MANAGER MAILING ADD: 15782 S WOOD HOLLOW DR BLUFFDALE, UT 84065.

### DEVELOPER

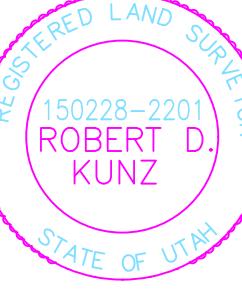
### ENGINEER/SURVEYOR

DEVELOPER - SL0013 L.L.C. ROBERT D. KUNZ, P.E., L.S. MAILING ADDRESS: 15782 S WOOD HOLLOW DR 2202 BLUFFDALE, UT 84065. PHONE - 801-822-7857 280 E 260 DREM, UTAH PHONE: 801-830-9896

### LEGEND

- = SECTION CORNER
- = SET STREET MONUMENT
- = EXISTING WELL TO BE CAPPED UTAH WATER RESOURCES STANDARDS
- = BOUNDARY LINE
- = LOT LINE
- = ADJOINING PROPERTY
- = CULINARY WATER LINE
- = LOT LINE
- = 8" SANITAR8" SANITARY SEWER LINE
- = 15" RCP STORM DRAIN LINE
- = EASEMENTS
- = SECTION TIE LINE
- P.U.E. = PUBLIC UTILITY EASEMENT

Scale: 1" = 40'  
EXIST CONTOURS 2' INTERVAL



### SKYLINE PROPERTIES

SW 1/4 SEC 2 T5S, R1W - LEHI CITY, UTAH COUNTY, UTAH

CONCEPT PLAN

KUNZ ENGINEERING  
280 EAST 260 DREM, UTAH 84065  
PHONE: (801) 225-8232  
EMAIL: ROBERTKUNZ@GMAIL.COM

Project Info.
Surveyor: R KUNZ
Designer: R KUNZ
Begin Date: JAN 10 2024
Name: SKYLINE PROPS. SUBDIVISION
Scale: 1" = 40'
Checked: 1192-01
Number: 1192-01

WHEN RECORDED RETURN TO:

Saratoga Springs City Recorder  
1307 N. Commerce Drive, Suite 200  
Saratoga Springs, UT 84045

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on 4-21, 2025 by and between the City of Saratoga Springs, Utah, a Utah municipal corporation, hereinafter referred to as "City," and SLOO13 L.L.C., a Utah corporation/limited liability company; hereinafter referred to as "Developer."

### RECITALS:

**WHEREAS**, Developer owns or has the right to purchase 6.85 acres of property located in the City of Saratoga Springs, Utah, which is more fully described in the property ownership map, vicinity map, and/or legal descriptions attached as Exhibit A ("Property"); and

**WHEREAS**, the Property is currently zoned Agricultural. Developer wishes to develop the project known as Country Mile, which will consist of a 6 lots [describe the project] ("Project"). Currently, the proposed Project does not meet the A zone requirements and therefore would not be allowed in the A zone. Therefore, in order to develop the Project, Developer wishes to place the Property in the RC zone, as provided in Title 19 of the City Code, as amended (the "Zoning Request") and wishes to be voluntarily bound by this Agreement in order to be able to develop the Project as proposed; and

**WHEREAS**, City desires to enter into this Agreement to promote the health, welfare, safety, convenience, and economic prosperity of the inhabitants of the City through the establishment and administration of conditions and regulations concerning the use and development of the Property; and

**WHEREAS**, City desires to enter into this Agreement because the Agreement establishes planning principles, standards, and procedures to eliminate uncertainty in planning and guide the orderly development of the Property consistent with the City General Plan, the City Code, and the conditions imposed by the Planning Commission and City Council; and

**WHEREAS**, to assist City in its review of the Rezoning Request and to ensure development of the Project in accordance with Developer's representations to City, Developer and City desire to enter voluntarily into this Agreement, which sets forth the process and standards whereby Developer may develop the Project; and

**WHEREAS**, on September 6, 2022, the City adopted a comprehensive update to its general plan ("General Plan") pursuant to Utah Code Annotated §§ 10-9a-401, et seq. A portion

review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.

- q. **Institution of Legal Action.** In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. However, any remedy against the City shall be limited to specific performance only. Legal actions shall be instituted in the Fourth District Court, State of Utah, or in the Federal District Court for the District of Utah.
- r. **Title and Authority.** Developer expressly warrants and represents to City that Developer (i) owns all right, title and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developer. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.
- s. **Headings for Convenience.** All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

Attest:

City Recorder

City of Saratoga Springs, a political subdivision of the State of Utah

By:

Mayor

DEVELOPER, SL0013 LLC a Utah corporation/limited liability company/partnership.

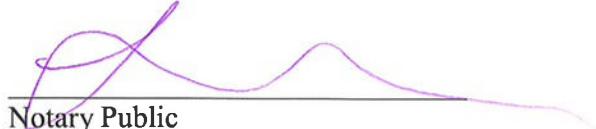
By: Aaron Larson

Its: Manager

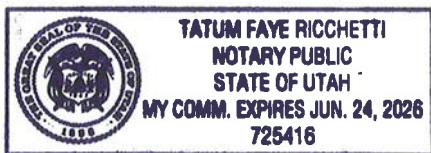
State of Utah

County of Salt Lake

The foregoing instrument was acknowledged before me this 21 day of  
April 2029 by Taron Larson, of SL0013 LLC, a Utah  
corporation/limited liability company/partnership.



Notary Public



**ORDINANCE NO. 25-31 (05-06-25)**

**AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS,  
UTAH, ADOPTING AN AMENDMENT TO THE OFFICIAL  
ZONING MAP, AND APPROVING A DEVELOPMENT  
AGREEMENT SPECIFYING THE TERMS OF THE  
DEVELOPMENT OF CERTAIN REAL PROPERTY IN THE  
CITY**

**WHEREAS**, Utah Code Chapter 10-9a allows municipalities to amend the general plan and the number, shape, boundaries, or area of any zoning district; and

**WHEREAS**, before the Saratoga Springs City Council approves any zoning amendments, the amendments must first be reviewed by the Saratoga Springs Planning Commission for its recommendation to the City Council; and

**WHEREAS**, on February 27, 2025, the Planning Commission held a public hearing after proper notice and publication to consider amendments to the City-wide zoning map for certain real property in the City of Saratoga Springs, which is described in Exhibit A (“Property”), and forwarded the item with a favorable recommendation; and

**WHEREAS**, on May 6, 2025, the City Council held a public meeting to consider the zoning map amendments; and

**WHEREAS**, the City Council voted to approve the rezone subject to the terms of a development agreement, which agreement is attached as Exhibit B (“Agreement”); and

**WHEREAS**, pursuant to Utah Code § 10-9a-102, the City Council is authorized to enter into development agreements it considers necessary or appropriate for the use and development of land within the municipality; and

**WHEREAS**, the City desires to enter into the Agreement because the Agreement establishes planning principles, standards, and procedures to eliminate uncertainty in planning and guide the orderly development of the Property; and

**WHEREAS**, after due consideration, and after proper notice, and after conducting the requisite public hearing with the Planning Commission, the City Council, pursuant to its legislative authority under Utah Code Annotated § 10-9a-101, et seq., has determined that it is in the best interests of the residents of the City of Saratoga Springs that amendments to the City-wide zoning map be made and that the Agreement be approved.

**NOW THEREFORE**, the City Council hereby ordains as follows:

**SECTION I – ENACTMENT**

The Property described in Exhibit A is hereby changed from Agricultural to Regional Commercial on the City’s Zoning Map, subject to and conditioned on the owner of the Property entering into the development agreement attached as Exhibit B, which Agreement shall be

recorded on the Property in the Office of the Utah County Recorder. City Staff is hereby instructed to amend the official City Zoning Map accordingly and to record said Agreement, subject to payment of the recording costs by the property owner.

The City Manager or Mayor is hereby authorized to sign the development agreement attached as Exhibit B. City Staff may make any non-substantive changes to the Agreement before execution but may not make any changes inconsistent with the conditions of approval adopted by the City Council.

## **SECTION II – AMENDMENT OF CONFLICTING ORDINANCES**

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

## **SECTION III – EFFECTIVE DATE**

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

## **SECTION IV – SEVERABILITY**

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

## **SECTION V – PUBLIC NOTICE**

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

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

**ADOPTED AND PASSED** by the City Council of the City of Saratoga Springs, Utah, this 6 of May 2025.

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**

Legal Description

**EXHIBIT B**

Development Agreement