

**CITY OF SARATOGA SPRINGS
CITY COUNCIL MEETING**

Tuesday, November 17, 2015

Meeting held at the City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

CITY COUNCIL AMENDED AGENDA

Councilmembers may participate in this meeting electronically via video or telephonic conferencing.

PLEASE NOTE: THE ORDER OF THE FOLLOWING ITEMS MAY BE SUBJECT TO CHANGE WITH THE ORDER OF THE MAYOR.

Commencing at 7:00 p.m.

- **Call to Order.**
- **Roll Call.**
- **Invocation / Reverence.**
- **Pledge of Allegiance.**
- **Public Input - Time has been set aside for the public to express ideas, concerns, and comments. Please limit repetitive comments.**
- **Awards and Recognitions.**

POLICY ITEMS: (All items are scheduled for consideration and possible approval unless otherwise noted).

1. **First Quarter Departmental Financial Update.**
2. **ACTION ITEMS:**
 - a. **Approval of the General Election Canvass.**
 - i. **Resolution 15-52 (11-17-15) Certifying the Election Results of the 2015 General Election for the City of Saratoga Springs.**
 - b. **Approval of Addendum to Street Lighting SID for Saratoga Springs Commercial Development.**
 - i. **Resolution No. R15-53 (11-17-15) - Addendum to Resolution of the City of Saratoga Springs Pertaining to the City Street Lighting Special Improvement District to Include Additional Subdivision Lots. (Saratoga Springs Commercial Development).**
 - c. **Agreement with Utah Live Steamers—Salt Lake and Utah Railroad Historical Society for a Miniature Railroad System in Shay Park.**
 - i. **Resolution No. R15-54 (11-17-15) Approving the Agreement with Utah Live Steamers—Salt Lake and Utah Railroad Historical Society.**
 - d. **Preliminary Plat for The Crossing Commercial Plat, located adjacent to Redwood Road, between Market Street and Pioneer Crossing, The Boyer Company, applicant.**
 - e. **Resolution 15-55 (11-17-15) Declaring the City Council's Intent to Amend the Land Development Code with Respect to Sign Regulations in Accordance with Utah Code Section 10-9a-509(1)(a)(ii).**
3. **REPORTS:**
 - a. **Mayor.**
 - b. **City Council.**
 - c. **Administration communication with Council.**
 - d. **Staff updates: inquires, applications, and approvals.**
4. **REPORTS OF ACTION.**
5. **Motion to enter into closed session for any of the following: purchase, exchange, or lease of real property; pending or reasonably imminent litigation; the character, professional competence, or the physical or mental health of an individual.**
6. **Adjournment.**

Notice to those in attendance:

- Please be respectful to others and refrain from disruptions during the meeting.
- Please refrain from conversing with others in the audience as the microphones are sensitive and can pick up whispers in the back of the room.
- Keep comments constructive and not disruptive.
- Avoid verbal approval or dissatisfaction of the ongoing discussion (e.g., applauding or booing).
- Please silence all cell phones, tablets, beepers, pagers, or other noise making devices.
- Refrain from congregating near the doors to talk as it can be noisy and disruptive.

Individuals needing special accommodations under the Americans with Disabilities Act (including auxiliary communicative aids and services) during this meeting please notify the City Recorder at 766-9793 at least three day prior to the meeting.

City Council Staff Report

Author: Chelese Rawlings, Finance Manager
Subject: First Quarter FY 2016 Budget Financial Statements
Date: November 17, 2015
Type of Item: Informational



Description

A. Topic

Attached are the first quarter budget financial statements for the fiscal year 2015-2016.

B. Background

The budget document was adopted by the Council on May 19, 2015. The attached reports show the actuals in comparison to the budget up to September 30, 2015.

C. Analysis/Overview of the General Fund

Revenues in comparison to last year first quarter:

- Property Tax revenue collected approximately the same as last fiscal year
- Sales tax revenue collection is more by over \$28,979.
- Franchise and energy taxes are more by \$25,245
- Licenses and Permits are higher by more than \$11,514
- Collected over \$294,336 more in charges for services, a majority in preliminary and final review fees, engineer's inspection fees, and recreation revenue
- Collected approximately \$82,245 more in other revenue, mainly due to interest revenue and the increase in the Bluffdale contract

Expenditures in comparison to last year first quarter:

- Total General Fund expenditures increased by \$170,458. This is mainly due to an increase in general liability insurance, membership dues, pay plan, payment for Utah Valley Dispatch building, increase in Bluffdale salaries and wages for the 1.0 FTE approved during the budget process.
- Another reason for the increase is benefits that incrementally increase every year that are not controlled by council or staff, such benefits are: URS retirement, health benefits, dental benefits, etc.

D. Summary

The City of Saratoga Springs is under the 25 percent threshold of expenditures to date. The threshold is determined to be 25 percent because the first quarter reflects a quarter of our budget. In the General Fund we are currently at 20.4 percent of budgeted expenses.

The revenues are under the 25 percent threshold, mainly because the City has not yet received a majority of our property tax revenues budgeted. These taxes are mostly collected in December. In the General Fund we are currently at 23.3 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 following chart shows what the current revenue percentage is without the beginning fund balance.

Street Lighting SID S. R. Fund	40.80%
SSD Street Light SID S. R. Fund	33.10%
Storm Drain - Capital Proj Fund	44.90%
Parks - Capital Projects Fund	30.40%
Roads - Capital Projects Fund	26.50%
Public Safety - Capital Projects Fund	27.90%
Capital Projects Fund	25.00%
Sewer Fund	48.00%
Waste Water	25.90%
Storm Drain Enterprise Fund	35.10%
Culinary Water Capital Project Fund	33.20%
2ndary Water Capital Project Fund	309.40%
Water Rights Fund	90.90%

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

GENERAL FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>				
TAX REVENUE	818,774	6,448,518	5,629,744	12.7
LICENSES AND PERMITS	218,282	632,100	413,819	34.5
INTERGOVERNMENTAL REVENUE	16,769	782,202	765,433	2.1
CHARGES FOR SERVICES	745,185	1,654,817	909,632	45.0
OTHER REVENUE	412,317	1,471,500	1,059,183	28.0
ADMINISTRATIVE CHARGES	520,282	2,081,124	1,560,842	25.0
CONTRIBUTIONS & TRANSFERS	0	304,653	304,653	.0
	<u>2,731,609</u>	<u>13,374,914</u>	<u>10,643,306</u>	<u>20.4</u>
<u>EXPENDITURES</u>				
LEGISLATIVE DEPARTMENT	41,343	119,271	77,928	34.7
ADMINISTRATIVE DEPARTMENT	118,480	636,298	517,818	18.6
UTILITY BILLING DEPARTMENT	27,772	143,429	115,657	19.4
TREASURER DEPARTMENT	41,596	156,005	114,409	26.7
RECORDER DEPARTMENT	21,876	140,684	118,808	15.6
ATTORNEY DEPARTMENT	64,667	283,279	218,612	22.8
JUSTICE COURT DEPARTMENT	46,318	255,518	209,200	18.1
NON-DEPARTMENTAL	221,512	519,733	298,221	42.6
GENERAL GOV'T BLDGS & GROUNDS	154,723	440,328	285,605	35.1
ELECTIONS DEPARTMENT	3,888	9,600	5,712	40.5
PLANNING AND ZONING DEPARTMENT	81,240	399,929	318,689	20.3
COMMUNICATIONS DEPARTMENT	28,716	128,504	99,788	22.4
POLICE DEPARTMENT	701,055	2,863,353	2,162,298	24.5
POLICE DEPARTMENT - BLUFFDALE	251,628	906,236	654,608	27.8
FIRE DEPARTMENT	456,524	1,571,852	1,115,328	29.0
BUILDING INSPECTION	113,325	571,969	458,644	19.8
GRANT EXPENDITURES	3,971	214,958	210,987	1.9
STREETS DEPARTMENT	71,574	701,903	630,329	10.2
PUBLIC WORKS DEPARTMENT	111,406	475,038	363,632	23.5
ENGINEERING DEPARTMENT	103,048	418,796	315,748	24.6
PUBLIC IMPROVEMENTS	95,859	458,261	362,402	20.9
PARKS & OPEN SPACES DEPT	166,606	960,193	793,587	17.4
RECREATION DEPARTMENT	19,498	185,896	166,398	10.5
CIVIC EVENTS	17,368	119,765	102,397	14.5
COMMUNITY & ECONOMIC DEVELOPMT	70	0	(70)	.0
LIBRARY SERVICES	48,691	274,796	226,105	17.7
OTHER USES	0	6,460	6,460	.0
TRANSFERS	103,215	412,860	309,645	25.0
	<u>3,115,969</u>	<u>13,374,914</u>	<u>10,258,946</u>	<u>23.3</u>
	<u>(384,360)</u>	<u>0</u>	<u>384,360</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

STREET LIGHTING SID S.R. FUND

	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>				
STREET LIGHTING SID REVENUE	55,111	135,000	79,889	40.8
INTEREST REVENUE	130	34,983	34,853	.4
	<u>55,241</u>	<u>169,983</u>	<u>114,742</u>	<u>32.5</u>
<u>EXPENDITURES</u>				
STREET LIGHTING SID EXPENDITUR	16,685	169,983	153,298	9.8
	<u>16,685</u>	<u>169,983</u>	<u>153,298</u>	<u>9.8</u>
	<u>38,556</u>	<u>0</u>	<u>(38,556)</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

SSD STREET LIGHT SID S.R. FUND

	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>				
SSD STREET LIGHT SID REVENUE	7,443	22,500	15,057	33.1
INTEREST REVENUE	15	9,492	9,477	.2
	<u>7,457</u>	<u>31,992</u>	<u>24,535</u>	<u>23.3</u>
<u>EXPENDITURES</u>				
SSD STREET LIGHT SID EXPENDIT	3,571	31,992	28,421	11.2
	<u>3,571</u>	<u>31,992</u>	<u>28,421</u>	<u>11.2</u>
	<u>3,886</u>	<u>0</u>	<u>(3,886)</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

ZONE 2 WATER IMPROVEMENT SID

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>				
WATER SID REVENUE	27,489	400,000	372,511	6.9
INTEREST REVENUE	28	0	(28)	.0
	27,517	400,000	372,483	6.9
 <u>EXPENDITURES</u>				
WATER SID EXPENSES	0	267,583	267,583	.0
TRANSFERS AND OTHER USES	0	132,417	132,417	.0
	0	400,000	400,000	.0
	27,517	0	(27,517)	.0

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

STORM DRAIN-CAPITAL PROJ FUND

	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>				
CONTRIBUTIONS & OTHER SOURCES	0	850,877	850,877	.0
IMPACT FEES REVENUE	114,499	255,000	140,501	44.9
	<u>114,499</u>	<u>1,105,877</u>	<u>991,378</u>	<u>10.4</u>
<u>EXPENDITURES</u>				
CAPITAL PROJECT EXPENDITURES	222,098	1,105,877	883,779	20.1
	<u>222,098</u>	<u>1,105,877</u>	<u>883,779</u>	<u>20.1</u>
	<u>(107,599)</u>	<u>0</u>	<u>107,599</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

PARKS - CAPITAL PROJECTS FUND

	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>				
IMPACT FEES REVENUE	166,343	3,489,575	3,323,232	4.8
	<u>166,343</u>	<u>3,489,575</u>	<u>3,323,232</u>	<u>4.8</u>
<u>EXPENDITURES</u>				
CAPITAL PROJECT EXPENDITURES	615,365	2,939,575	2,324,210	20.9
TRANSFERS AND OTHER USES	0	550,000	550,000	.0
	<u>615,365</u>	<u>3,489,575</u>	<u>2,874,210</u>	<u>17.6</u>
	<u>(449,022)</u>	<u>0</u>	<u>449,022</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

ROADS - CAPITAL PROJECTS FUND

	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>				
IMPACT FEES REVENUE	213,949	5,406,461	5,192,512	4.0
	<u>213,949</u>	<u>5,406,461</u>	<u>5,192,512</u>	<u>4.0</u>
<u>EXPENDITURES</u>				
CAPITAL PROJECT EXPENDITURES	756,620	4,681,461	3,924,840	16.2
TRANSFERS AND OTHER USES	0	725,000	725,000	.0
	<u>756,620</u>	<u>5,406,461</u>	<u>4,649,840</u>	<u>14.0</u>
	<u>(542,671)</u>	<u>0</u>	<u>542,671</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

PUBLIC SAFE-CAPITAL PROJ FUND

	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>				
IMPACT FEES REVENUE	89,432	1,124,737	1,035,305	8.0
	<u>89,432</u>	<u>1,124,737</u>	<u>1,035,305</u>	<u>8.0</u>
<u>EXPENDITURES</u>				
CAPITAL PROJECT EXPENDITURES	0	824,737	824,737	.0
TRANSFERS AND OTHER USES	0	300,000	300,000	.0
	<u>0</u>	<u>1,124,737</u>	<u>1,124,737</u>	<u>.0</u>
	<u>89,432</u>	<u>0</u>	<u>(89,432)</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

CAPITAL PROJECTS FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>				
TRANSFERS AND OTHER SOURCES	93,012	1,697,046	1,604,034	5.5
CONTRIBUTIONS & OTHER REVENUE	(16,273)	3,179,189	3,195,462	(.5)
	<u>76,739</u>	<u>4,876,235</u>	<u>4,799,496</u>	<u>1.6</u>
<u>EXPENDITURES</u>				
CAPITAL PROJECT EXPENDITURES	1,276,021	4,401,460	3,125,439	29.0
TRANSFERS AND OTHER USES	0	474,775	474,775	.0
	<u>1,276,021</u>	<u>4,876,235</u>	<u>3,600,214</u>	<u>26.2</u>
	<u>(1,199,282)</u>	<u>0</u>	<u>1,199,282</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

DEBT SERVICE FUND

	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>				
ADMIN FEES	53,496	213,773	160,277	25.0
CONTRIBUTIONS AND TRANSFERS	19,550	78,027	58,477	25.1
BEGINNING BALANCE	0	1,500	1,500	.0
	<u>73,046</u>	<u>293,300</u>	<u>220,254</u>	<u>24.9</u>
<u>EXPENDITURES</u>				
DEBT SERVICE	0	293,300	293,300	.0
	<u>0</u>	<u>293,300</u>	<u>293,300</u>	<u>.0</u>
	<u>73,046</u>	<u>0</u>	<u>(73,046)</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

WATER FUND

	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>				
UTILITY OPERATING REVENUE	1,609,001	3,440,500	1,831,499	46.8
SOURCE 39	0	535,129	535,129	.0
	<u>1,609,001</u>	<u>3,975,629</u>	<u>2,366,628</u>	<u>40.5</u>
<u>EXPENDITURES</u>				
WATER OPERATIONS	353,364	2,631,930	2,278,567	13.4
SECONDARY WATER OPERATIONS	291,270	1,343,699	1,052,429	21.7
	<u>644,634</u>	<u>3,975,629</u>	<u>3,330,996</u>	<u>16.2</u>
	<u>964,367</u>	<u>0</u>	<u>(964,367)</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

SEWER FUND

	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>				
OPERATING & NON-OPERATING REV	1,120,967	2,336,500	1,215,533	48.0
CONTRIBUTIONS & TRANSFERS	0	321,244	321,244	.0
	<u>1,120,967</u>	<u>2,657,744</u>	<u>1,536,777</u>	<u>42.2</u>
<u>EXPENDITURES</u>				
SEWER OPERATIONS	457,916	2,657,744	2,199,828	17.2
	<u>457,916</u>	<u>2,657,744</u>	<u>2,199,828</u>	<u>17.2</u>
	<u>663,051</u>	<u>0</u>	<u>(663,051)</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

WASTEWATER CAPITAL PROJ FUND

	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>				
IMPACT FEES REVENUE	88,941	4,115,545	4,026,603	2.2
	<u>88,941</u>	<u>4,115,545</u>	<u>4,026,603</u>	<u>2.2</u>
<u>EXPENDITURES</u>				
CAPITAL PROJECT EXPENDITURES	23,100	4,115,545	4,092,445	.6
	<u>23,100</u>	<u>4,115,545</u>	<u>4,092,445</u>	<u>.6</u>
	<u>65,841</u>	<u>0</u>	<u>(65,841)</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

STORM DRAIN ENTERPRISE FUND

	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>				
OPERATING REVENUE	140,443	400,000	259,557	35.1
CONTRIBUTIONS & OTHER SOURCES	(151)	247,072	247,223	(.1)
	<u>140,292</u>	<u>647,072</u>	<u>506,780</u>	<u>21.7</u>
<u>EXPENDITURES</u>				
STORM DRAIN OPERATIONS	153,676	599,359	445,683	25.6
TRANSFERS AND OTHER USES	11,928	47,713	35,785	25.0
	<u>165,604</u>	<u>647,072</u>	<u>481,468</u>	<u>25.6</u>
	<u>(25,312)</u>	<u>0</u>	<u>25,312</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

GARBAGE UTILITY FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>				
OPERATING REVENUE	312,940	880,000	567,060	35.6
INTEREST REVENUE	(236)	0	236	.0
	312,704	880,000	567,296	35.5
 <u>EXPENDITURES</u>				
GARBAGE OPERATIONS	167,946	797,664	629,718	21.1
TRANSFERS AND OTHER USES	0	82,336	82,336	.0
	167,946	880,000	712,054	19.1
	144,758	0	(144,758)	.0

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

CUL WATER CAPITAL PROJ FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>				
CONNECTION FEES REVENUE	247,960	2,043,559	1,795,599	12.1
	247,960	2,043,559	1,795,599	12.1
<u>EXPENDITURES</u>				
CAPITAL PROJECT EXPENDITURES	54,218	1,662,924	1,608,707	3.3
TRANSFERS AND OTHER USES	0	380,635	380,635	.0
	54,218	2,043,559	1,989,342	2.7
	193,743	0	(193,743)	.0

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

2NDARY WATER CAPITAL PROJ FUND

	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>				
BOND REVENUE	0	4,000,000	4,000,000	.0
CONNECTION FEES REVENUE	620,478	2,158,968	1,538,490	28.7
	<u>620,478</u>	<u>6,158,968</u>	<u>5,538,490</u>	<u>10.1</u>
<u>EXPENDITURES</u>				
CAPITAL PROJECT EXPENDITURES	91,417	6,110,968	6,019,552	1.5
TRANSFERS OUT	0	48,000	48,000	.0
	<u>91,417</u>	<u>6,158,968</u>	<u>6,067,552</u>	<u>1.5</u>
	<u>529,062</u>	<u>0</u>	<u>(529,062)</u>	<u>.0</u>

CITY OF SARATOGA SPRINGS
 FUND SUMMARY
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

WATER RIGHTS FUND

	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>				
WATER RIGHTS - DEVELOPER FEES	454,454	500,000	45,546	90.9
INTEREST REVENUE	3,617	900,000	896,383	.4
	<u>458,071</u>	<u>1,400,000</u>	<u>941,929</u>	<u>32.7</u>
<u>EXPENDITURES</u>				
WATER RIGHTS EXPENSES	10,004	1,400,000	1,389,996	.7
	<u>10,004</u>	<u>1,400,000</u>	<u>1,389,996</u>	<u>.7</u>
	<u>448,066</u>	<u>0</u>	<u>(448,066)</u>	<u>.0</u>

1st Quarter FY2016 Budget Analysis - General Fund

General Fund				
Account	YTD Actual	YTD Budget	% Variance	\$ Variance
Revenue				
TAX REVENUE	818,774	1,612,130	-49.2%	793,355
LICENSES AND PERMITS	218,282	158,025	38.1%	(60,257)
INTERGOVERNMENTAL REVENUE	16,769	195,551	-91.4%	178,781
CHARGES FOR SERVICES	745,185	413,704	80.1%	(331,481)
OTHER REVENUE	412,317	367,875	12.1%	(44,442)
ADMINISTRATIVE CHARGES	520,282	520,281	0.0%	(1)
CONTRIBUTIONS AND TRANSFERS	0	76,163	-100.0%	76,163
TOTAL REVENUE	2,731,609	3,343,729	-18.3%	612,120
Expenditures				
LEGISLATIVE DEPARTMENT	41,343	29,818	38.7%	(11,525)
ADMINISTRATIVE DEPARTMENT	118,480	159,075	-25.5%	40,594
UTILITY BILLING DEPARTMENT	27,772	35,857	-22.5%	8,085
TREASURER DEPARTMENT	41,596	39,001	6.7%	(2,595)
RECORDER DEPARTMENT	21,876	35,171	-37.8%	13,295
ATTORNEY DEPARTMENT	64,667	70,820	-8.7%	6,153
JUSTICE COURT DEPARTMENT	46,318	63,880	-27.5%	17,561
NON-DEPARTMENTAL	221,512	129,933	70.5%	(91,579)
GENERAL GOV'T BLDGS & GROUNDS	154,723	110,082	40.6%	(44,641)
ELECTION	3,888	2,400	62.0%	(1,488)
PLANNING AND ZONING DEPARTMENT	81,240	99,982	-18.7%	18,742
COMMUNICATIONS DEPARTMENT	28,786	32,126	-10.4%	3,340
POLICE DEPARTMENT	701,055	715,838	-2.1%	14,783
POLICE DEPARTMENT - BLUFFDALE	251,628	226,559	11.1%	(25,069)
FIRE DEPARTMENT	456,524	392,963	16.2%	(63,561)
BUILDING INSPECTION	113,325	142,992	-20.7%	29,667
GRANT EXPENDITURES	3,971	53,740	-92.6%	49,768
STREETS DEPARTMENT	71,574	175,476	-59.2%	103,902
PUBLIC WORKS DEPARTMENT	111,406	118,760	-6.2%	7,353
ENGINEERING DEPARTMENT	103,048	104,699	-1.6%	1,651
PUBLIC IMPROVEMENTS	95,859	114,565	-16.3%	18,707
PARKS & OPEN SPACES DEPT	166,606	240,048	-30.6%	73,442
RECREATION DEPARTMENT	19,498	46,474	-58.0%	26,976
CIVIC EVENTS	17,368	29,941	-42.0%	12,573
LIBRARY SERVICES	48,691	68,699	-29.1%	20,008
OTHER USES	0	1,615	-100.0%	1,615
TRANSFERS	103,215	103,215	0.0%	0
TOTAL EXPENSES	3,115,969	3,343,729	-6.8%	227,760
Revenues	NET REVENUE OVER EXPENDITURES			(384,360)

- 1) Tax Revenue - Majority of Property tax is collected in November and distributed to us in December
- 2) Intergovernmental Revenue - there is a two month lag on the Class C road funds from the state, combined with less budgeted grants received to date
- 3) Contributions & Transfers - This is beginning fund balance to be appropriated, was collected in previous years.

Expenses

- 1) Legislative Department - memberships and association dues paid for at the beginning of the fiscal year.
- 2) Non-Departmental - majority of the general liability insurance is paid for at the beginning of the fiscal year.
- 3) General Gov't Bldgs & Grounds - Payment for the 911 building
- 4) Elections - seasonal with most expenses in the first two quarters of the fiscal year
- 5) Fire Department - Will do budget amendment for Wiland expenses in January 2016

1st Quarter FY2016 Budget Analysis - Other Funds

All Other Funds			
Fund	YTD Actual Revenue	YTD Actual Expenses	YTD Net Revenue/(Expense)
STREET LIGHTING SID S.R. FUND	55,241	16,685	38,556
SSD STREET LIGHT SID S.R. FUND	7,457	3,571	3,886
ZONE 2 WATER IMPROVEMENT SID	27,517	0	27,517
STORM DRAIN-CAPITAL PROJ FUND	114,499	222,098	(107,599)
PARKS - CAPITAL PROJECTS FUND	166,343	615,365	(449,022)
ROADS - CAPITAL PROJECTS FUND	213,949	756,620	(542,671)
PUBLIC SAFE-CAPITAL PROJ FUND	89,432	0	89,432
CAPITAL PROJECTS FUND	76,739	1,276,021	(1,199,282)
DEBT SERVICE FUND	73,046	0	73,046
WATER FUND	1,609,001	644,634	964,367
SEWER FUND	1,120,967	457,916	663,051
WASTEWATER CAPITAL PROJ FUND	88,941	23,100	65,841
STORM DRAIN ENTERPRISE FUND	140,292	165,604	(25,312)
GARBAGE UTILITY FUND	312,704	167,946	144,758
CUL WATER CAPITAL PROJ FUND	247,960	54,218	193,743
2NDARY WATER CAPITAL PROJ FUND	620,478	91,417	529,062
WATER RIGHTS FUND	458,071	10,004	448,066

- 1) Storm Drain - Capital Proj Fund - Fund balance from previous years earnings being used for current projects
- 2) Parks Fund - Fund balance from previous years earnings being used for current projects
- 3) Road Impact Fund - Fund balance from previous years earnings being used for current projects
- 4) Capital projects fund - fund balance from previous years being used for current projects in conjunction with not yet received developer contributions for Market Street and Riverside Drive
- 5) Storm Drain Enterprise Fund - Fund balance from previous years earnings being used for current projects

MEMORANDUM

TO: Saratoga Springs Mayor and City Council

FROM: Nicolette Fike, Deputy City Recorder

DATE: November 10, 2015

SUBJECT: Election Canvass

The Final Results from the Utah County Elections Office will not be available until Tuesday, November 17, 2015. Those Results will be presented at the City Council Meeting that evening. Thanks for your Patience and understanding.

RESOLUTION NO. R15-52 (11-17-15)

A RESOLUTION CERTIFYING THE ELECTION RESULTS OF THE 2015 GENERAL ELECTION FOR THE CITY OF SARATOGA SPRINGS.

WHEREAS, the City of Saratoga Springs held a General Election on November 3, 2015; and,

WHEREAS, Section 20A-4-301(2), Utah Code Annotated, 1953, as amended states that the Mayor and the municipal legislative body are the board of canvassers for the municipality; and,

WHEREAS, Section 20A-4-301(2)(b), Utah Code Annotated, 1953, as amended states that the board of canvassers shall canvass the election returns no sooner than 7 days and no later than 14 days after the election; and,

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

1. The attached Tabulation of Election Returns is hereby certified by the board of canvassers and the results contained therein are the official results for the 2015 General Election for the City of Saratoga Springs.
2. The City Recorder is hereby authorized to prepare and transmit a certificate of nomination or election to each elected candidate and to post, publish and file the certified election report pursuant to Section 20A-4-304 (2)(c).

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

ADOPTED AND PASSED by the Governing Body of the City of Saratoga Springs, Utah, this 17th day of November, 2015.

Signed: _____
Jim Miller, Mayor

Shellie Baertsch, Councilmember

Stephen Willden, Councilmember

Michael McOmber, Councilmember

Rebecca Call, Councilmember

Bud Poduska, Councilmember

Attest: _____
City Recorder

Date

RESOLUTION NO. R15-53 (11-17-15)

**ADDENDUM TO RESOLUTION OF THE CITY OF
SARATOGA SPRINGS PERTAINING TO THE
CITY STREET LIGHTING SPECIAL
IMPROVEMENT DISTRICT TO INCLUDE
ADDITIONAL SUBDIVISION LOTS.**

Saratoga Springs Commercial Development

WHEREAS, on May 10, 2001, the City Council adopted Resolution No. 01-0510-01 creating a street lighting special improvement district (the "Lighting SID") consisting of all lots and parcels included within the Subdivisions set out in said Resolution for the maintenance of street lighting within the Lighting SID.

WHEREAS, *Utah Code Ann.* § 17A-3-307 provides that additional properties may be added to the special improvement district and assessed upon the conditions set out therein.

WHEREAS, the City Council has given final plat approval to Saratoga Springs Commercial Development, (the "Subdivision") conditioned upon all lots in the Subdivision being included in the Lighting SID.

WHEREAS, the City Council finds that the inclusion of all of the lots covered by the Subdivision in the Lighting SID will benefit the Subdivision by maintaining street lighting improvements, after installation of such by the developer of the Subdivision, which is necessary for public safety, and will not adversely affect the owners of the lots already included within the Lighting SID.

WHEREAS, the owners of the property covered by the Subdivision have given written consent: (i) to have all lots and parcels covered by that Subdivision included within the Lighting SID, (ii) to the improvements to that property (maintenance of the street lighting), (iii) to payment of the assessments for the maintenance of street lighting within the Lighting SID, and (iv) waiving any right to protest the Lighting SID and/or assessments currently being assessed for all lots in the Lighting SID (which consent is or shall be attached as Exhibit 1 to this Resolution).

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

1. All lots and parcels in the Subdivision be added to and included in the Lighting SID based upon the above findings and the written consent attached as Exhibit 1 to this Resolution.
2. City staff is directed to file a copy of this Resolution, as an Addendum to Resolution No. 01-0510-01 creating the Lighting SID, as required by *Utah Code Ann.* § 17A-3-307.
3. Assessments will be hereafter levied against owners of all lots within the Subdivision on the same basis as assessments are being levied against other lots included in the Lighting SID.

CONSENT OF OWNER OF PROPERTY
TO BE INCLUDED IN STREET LIGHTING SPECIAL IMPROVEMENT DISTRICT

WHEREAS the City of Saratoga Springs (the “City”), by and through its City Council, has created a Street Lighting Special Improvement District (the “Lighting SID”) to pay for maintenance of street lighting within the subdivisions covered by the Lighting SID.

WHEREAS the undersigned (“Developer”) is the developer of Saratoga Springs Commercial Development (the “Subdivision”) located within the City for which the City Council has given or is expected to give final plat approval.

WHEREAS, *Utah Code Ann.* § 17A-3-307 provides that before the completion of the improvements covered by a special improvement district, additional properties may be added to the special improvement district and assessed upon the conditions set out therein. Since the improvements covered by the Lighting SID are the maintenance of street lighting in the Lighting SID, said improvements are not completed so additional properties may be added to the Lighting SID pursuant to said § 17A-3-307.

WHEREAS, the City is requiring that the Subdivision be included within the Lighting SID in order to provide for the maintenance of street lighting within the Subdivision as a condition of final approval of the Subdivision.

WHEREAS, Developer, as the owner of the property covered by the Subdivision, is required by *Utah Code Ann.* § 17A-3-307 to give written consent to having the property covered by that Subdivision included within the Lighting SID and to consent to the proposed improvements to the property covered by the Subdivision and to waive any right to protest the Lighting SID.

NOW THEREFORE, Developer hereby consents to including the lots and parcels within the Subdivision in the Lighting SID. On behalf of itself and all lot purchasers and/or successors in interests, Developer consents and agrees as follows:

1. Consents to have all property covered by the Subdivision and all lots and parcels created by the Subdivision included within the Lighting SID.
2. Consents to the improvements with respect to the property covered by the Subdivision -- that is the maintenance of street lighting within the Subdivision. The street lighting within the Subdivision will be installed by Developer as part of the “Subdivision Improvements.”
3. Agrees to the assessments by the Lighting SID for the maintenance of street lighting within the Lighting SID.

4. Waives any right to protest against the Lighting SID and/or the assessments currently being assessed for all lots in the Lighting SID.

Dated this ____ day of _____, 2015.

DEVELOPER:

Name:

Authorized

Signature:

Its:



City Council Staff Report

Author: Kevin Thurman, City Attorney
Subject: Agreement with Utah Live Steamers
Date: November 17, 2015
Type of Item: Legislative, Policy Decision

Summary: Discussion and Possible Adoption of the Agreement with Utah Live Steamers.

Description:

- A. Topic:** Utah Live Steamers Agreement and Resolution.
- B. Background:** A while ago, Mike Hansen with Utah Live Steamers approached the City Council about entering into a cooperative agreement to provide a miniature railroad system in Shay Park. Shay Park is a ~ 10 acre railroad-themed park currently being planned and built by the City. Utah Live Steamers offered to build the track, trains, and facilities for a miniature railroad system that would be available for public rides. The City Council was in favor of Utah Live Steamer's proposal. As a result, Councilmembers Baertsch and McOmbler worked with Mr. Hansen to clarify the expectations and responsibilities of the parties. Subsequently, an agreement between the City and Utah Live Steamers has been drafted and is up for consideration by the Council.
- C. Analysis:** The attached agreement is a cooperative agreement whereby the City and Utah Live Steamers will work together to provide a miniature railroad system in Shay Park. In the agreement, the City agrees to install a 2 inch conduit under the track, install the ballast, perform the earth work needed to create the track, provide the power and water along the track, and install City park signs. Utah Live Steamers agrees to install the track and rails, riding cars, locomotives, railroad signs, crossing gates, warning signs, and passenger riding rules. Utah Live Steamers also agrees to maintain these improvements. The City agrees to allow Utah Live Steamers to use Shay Park, and Utah Live Steamers agrees to provide rides to the general public for a small donation per rider. Utah Live Steamers agrees to assume all responsibility for operation of the railroad, to indemnify the City for any injuries or accidents, and to purchase an insurance policy covering accidents and injuries.
- D. Conclusion:** The agreement with Utah Live Steamers is beneficial to the City and advances the public welfare by providing additional recreational amenities to City

residents. There will be little to no financial impact to the City as the majority of the improvements will be installed by Utah Live Steamers and maintained by them. Also, Utah Live Steamers agrees to assume all responsibility and indemnify the City for any liability.

Recommendation: Consideration and discussion of the agreement with Utah Live Steamers.

Attachment: Agreement with Utah Live Steamers.

RESOLUTION R15-__ (date)

RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF SARATOGA SPRINGS, UTAH AND UTAH LIVE STEAMERS-SALT LAKE AND UTAH RAILROAD HISTORICAL SOCIETY

WHEREAS, the City of Saratoga Springs, Utah (“City”) owns an approximate 10 acre park known as Shay Park; and

WHEREAS, Utah Live Steamers-Salt Lake and Utah Railroad Historical Society (“Club”) is a nonprofit organization and railroad club that seeks to raise the interest in and awareness of the historical importance of railroads; and

WHEREAS, the Club approached the City requesting that the City consider entering into an agreement with the Club wherein the Club may be allowed to use Shay Park to operate their mini-railroad system; and

WHEREAS, the City Council discussed the unique benefits of such an agreement in order to meet the recreational needs of City residents; and

WHEREAS, the agreement was presented to the City Council for review; and

WHEREAS, the agreement sets forth the desires of both the Club and the City to ensure the safe and unique development of a mini-railroad system within Shay Park to help meet the recreational needs of City residents; and

WHEREAS, the City Council of Saratoga Springs, after reviewing the agreement, determines it is in the best interest of the City to enter into this agreement.

NOW THEREFORE, BE IT RESOLVED by the Saratoga Springs City Council that the City accepts the terms and conditions of the Agreement with the Railroad Club, which is Attached as Exhibit A, and authorizes the Mayor or City Manager to sign.

PASSED AND RESOLVED by the City Council of Saratoga Springs City this __ day of _____, 2015.

APPROVED

Mayor Jim Miller

Attest:

City Recorder

**AGREEMENT BETWEEN THE CITY OF SARATOGA SPRINGS, UTAH
AND
THE UTAH LIVE STEAMERS–SALT LAKE AND
UTAH RAILROAD HISTORICAL SOCIETY**

This agreement, made and entered into this ___ day of _____, 2015 by and between the City of Saratoga Springs, Utah, a Utah municipal corporation, hereinafter referred to as “City,” and the Utah Live Steamers–Salt Lake and Utah Railroad Historical Society railroad club, hereinafter referred to as the “Club.”

RECITALS:

WHEREAS, the Club, a non-profit corporation (in application at the time of this agreement), proposes to render advantageous and desirable services by and through its miniature railroad activities; and

WHEREAS, it is the desire of the City to provide diverse and enhanced recreational activities in the City and, in furtherance of that goal, wishes to collaborate with the Club in the development of its miniature railroad system (hereinafter “facilities”) in the City, which activities are consistent with the City’s Open Space, Parks, and Trails Master Plan; and

WHEREAS, the City, in review of the Shay Park Master Plan, has approved the concept of the Club’s use of Shay Park to operate the facilities in Shay Park.

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

1. General Provisions.

The City agrees to cooperate with the Club in providing the use of Shay Park (approximately 10 acres) for the operation of a phased development of the Club’s facilities. For the purposes of interpreting this Agreement, the Parties hereby agree that the City’s programs and desires shall in all cases and at all times take precedence over the Club’s and that the Club shall use Shay Park facilities during such periods and for such purposes as prescribed herein and as the City may make available. The City also agrees to provide and pay for water and electricity for all facilities on City property and maintain all landscaping on City property including properties in and around the facilities. The Club shall maintain the mini-railroad areas including but not limited to railroad signals and signs.

The parties to this Agreement are not agents or partners of each other and neither shall have the authority to act or speak on behalf of the other, unless expressly authorized by the Agreement.

2. Construction.

The Club shall provide the equipment, materials, and labor to build the miniature railroad track, to include laying the track. The conceptual track rights-of-ways shall be incorporated on the

City's Shay Park Master Plan ("Master Plan"). All track rights-of-way and utility conduits under said right of ways shall be constructed by the City. All construction by the Club or the City shall be done in accordance with the Master Plan. All changes or deviations from the Master Plan, whether suggested by the Club or City, shall first be approved by the City Manager, who will review the suggested changes to verify said changes meet current budgetary constraints and will be able to meet certain track requirements (i.e. radius, grade, etc.). Following the City Manager's review and recommendations, the changes or deviations shall be submitted to the City Council for its review and approval prior to commencement of construction. Once the track is constructed and deemed safe by the City, ownership of said track shall transfer immediately from the Club to the City and shall be considered a donation from the Club to the City.

3. Operation.

Scheduled run days shall be established by mutual agreement by the City and Club. Scheduled runs shall only be done if the weather permits and as long as the track is in a safe, operational condition. The Club shall be allowed to provide rides outside of these hours if it chooses as long as the track is safe and weather permits and do not conflict with City events or previously-scheduled private events reserved with the City. The Club shall have at least two trained members on any train when hauling people and shall at all times operate the trains in accordance with the Club's adopted Operating Rules, which rules shall be provided to the City for review and comment.

In the event of an accident involving damage to persons or property, an accident report shall be made according to the Club's Operation Rules and City policies. The City shall be notified no later than the next business day during business hours of the accident or incident. A copy of the Club's written accident report shall be provided to the City no later than 36 hours following the accident. The City Manager or designee and the Club's Board of Directors shall hold a meeting within 14 calendar days—or later date by mutual agreement if the investigation is not complete—from the date of the accident to discuss the causes of the accident, what preventative measures could have been taken, and to determine what, if any, changes need to be made to reduce the possibility of a similar accident or incident in the future. Damaged equipment that is replaced shall be preserved to ensure preservation of evidence in case a lawsuit is filed against the parties.

4. Term of Agreement.

The term of this agreement shall be 99 years unless the Termination of Agreement clause below is exercised.

5. Funding.

- a. The funding of the railroad shall be a cooperative effort between City and the Club. It is understood that both parties' abilities to fund the items contained within this agreement are contingent upon budget availability and allocations from each entities' governing board or legislative body. It is the intent of the Club to ask businesses and private individuals for donations to help fund certain parts of the railroad. These

donations shall be used to offset costs for, but shall not be limited to the following items: riding cars, locomotives, and track. As an incentive to make donations, the Club may allow a donor to advertise on the riding cars and locomotives so long as the donor complies with the City's advertising policies and sign codes. The following is a breakdown of the equipment and infrastructure needed and which party shall be responsible to fund them:

- b. City's responsibilities include but are not limited to (all City owned):
 - i. 2 inch conduit under all track rights-of-way (signaling system);
 - ii. Ballast;
 - iii. All earth work needed to create the track right-of-way;
 - iv. Placement of power and water along track right-of-way as shown on the master plan for the park; and
 - v. City park signs

- c. The Club's responsibilities include but are not limited to (all Club owned):
 - i. Track and rails and maintenance;
 - ii. Riding cars and maintenance;
 - iii. Locomotives and maintenance;
 - iv. Track maintenance; and
 - v. Railroad signs, crossing gates, warning signs along track right of way, warning signs at path crossings, and passenger riding rules (at loading area).

6. Funding, Funds Collection and Funds usage.

- a. See Section 10 for fund reporting requirements.
- b. The Club shall be allowed to collect a small fee of no more than \$2 per ride per person. In addition, the Club shall be allowed to receive donations in excess of the \$2 rider fee so long as the donation is completely voluntary. If the Club wishes to charge a fee of more than \$2, it shall obtain City Council approval first. The Club may submit a proposed increase in fees on an annual basis to the City Council.
- c. The fees shall only be used to help cover operating costs. Operating costs shall include but not be limited to: fuel, materials to construct passenger cars and locomotives, track maintenance, and insurance costs.
- d. The Club shall keep a record of donations received, fees collected, and rider counts. This data shall be part of the Financial Report.
- e. Donations may be used as deemed appropriate by the Club for the furtherance of its mission and for expenditures including, but not limited to scale buildings, riding equipment, and locomotives. Donations may only be used for costs and expenses associated with the facilities in Shay Park and shall be used only for facilities that are open for the public.
- f. The parties may wish to collaborate in fund-raising activities.

7. Use of Track.

The track shall only be used by members of the public as specified herein and members of the Club in good standing. Visitors may use the track as specified herein. All users shall agree to and sign a release form releasing the City from any and all liability and agree to follow the safety rules adopted by the City and Club. If the Club fails to obtain a release form before providing the ride, the Club shall assume all liability for any accidents and injuries and shall defend and release the City from all liability, irrespective of the provisions of Paragraph 11.

8. Rider Rules and Operating Rules.

Riding Rules and Operating Rules shall be adopted by the Club and City Council at a later date. The Rules may need to be modified at times by the parties, and any modifications to the Rules shall not require this document to be amended. In the event of any proposed changes to the Rules, the party requesting the amendment shall provide the other with a copy of the proposed changes. If neither party objects in writing within 10 business days, the amendments shall be deemed accepted. If a party objects, then the parties shall meet to discuss within 10 business days of the objection. Unless both parties consent in writing, the Rules shall not be amended. Upon acceptance of the proposed changes, the Club shall be responsible for updating the Rules and providing a copy to the City.

9. Special Provisions.

a. General public.

Participation on rides shall be dependent upon full compliance with all safety regulations as adopted by the Club and City. Further, participation in all train related activities shall be without regard to race, religion, gender, national origin, or other protected class under federal, state, or local law. The general public riding rules will be adopted at a later date before the operation of the facilities.

b. Rides.

- i. Members of the Club shall not be obligated in any way to furnish rides to the general public on their personally-owned equipment. However, members may choose to offer rides on the trains they own as long as full compliance with safety rules and regulations are followed. Club members may elect not to offer rides to the general public on their personal equipment during regularly scheduled public ride days. The Club agrees to provide at least one locomotive and riding cars on regularly scheduled ride days.

c. Posting.

- i. Appropriate signs delineating public safety regulations will be clearly posted. The general public riding rules will be adopted by the parties at a later date before the operation of the facilities.
- ii. Appropriate railroad signs will be purchased and installed by the Club (i.e., passenger loading, crossing signs, warning points, passenger area(s)).

10. Financial Report.

The Club shall submit an annual report of fees and donations generated from the previous year and expenditures pertaining to facilities and operation of such. A copy of the Club's financial records shall be submitted to and reviewed by the City Council on or before July 1st of each year. Additionally, the Club agrees to provide an annual report to the City Council of ridership numbers. The City reserves the right to inspect any and all financial records of the Club, and the Club agrees to provide access to such records within 5 business days following the City's request.

11. Indemnification.

- a. The Club shall indemnify, defend, and save and hold the City harmless from any and all claims, demands, suits, fines, fees, or causes of action for death or injury to persons, or damage to property resulting from or in any way connected to the facilities and the Club's use of Shay Park, or anyone associated with the Club, except for claims, demands, suits, fines, fees, or causes of action caused by the City's sole negligence.

12. Insurance.

- a. The Club agrees to take out and maintain, at its expense, public liability insurance in an amount and with an insurance carrier that shall be satisfactory to the City with the City listed as an additional insured. Said insurance shall be purchased in order to protect the Club and City against liabilities mentioned in the Indemnity Clause, and for damages on account of or alleged to be suffered by any person or persons whatsoever resulting directly or indirectly from any act or activities of the Club or any person acting for the Club or under the Club control or direction, and also to protect against loss from liability for damages to any property of any person caused directly or indirectly by or from acts or activities of any person acting for the Club. Such insurance shall be maintained in full force and effect during the entire term of this agreement and the City shall be a named insured on the policy.
- b. A copy of said certificate shall be provided and kept on file in the office of the City Recorder. The Club agrees that this agreement shall terminate, at the option of the City, upon the effective date of the cancelation, termination, or suspension of any or all of the insurance policies heretofore mentioned, unless before such cancelation, termination, or suspension the Club has acquired other insurance which, in the determination of the City, adequately replaces the prior insurance.

13. Closure of Facility.

- a. The City, after giving proper notice to the Club, shall reserve the right to temporarily close all park facilities, including all related Club facilities within the park, for reasons of health, safety, or necessary repairs.

- b. The Club, after giving proper notice to the City, shall reserve the right to temporarily close the track for reasons of health, safety, or necessary repairs. All efforts shall be made to provide public rides during any closures on track deemed safe by the Club. At no time shall the general public be allowed on a track deemed unsafe or closed.

14. Termination.

The City or the Club may terminate the provisions of this agreement at any time upon 90 days written notice. Upon termination, the Club shall remove all Club owned equipment and fixtures from the park within 30 days following the official termination date.

15. Arrangements for Use of Facilities.

The City Manager and the Club’s President, or designees, shall meet annually for the purpose of preparing a comprehensive schedule for the use of the Shay Park facilities, consistent with the provisions of this agreement. The dates for any special event trains shall be set at this meeting for the year. The City or the Club shall reserve the right to request a special meeting or to be added to a regularly scheduled City or Club meeting for the purpose of adding, removing, or changing dates set at the annual meeting.

SARATOGA SPRINGS CITY:

By:

Attest:

UTAH LIVE STEAMERS–SALT LAKE AND UTAH RAILROAD HISTORICAL SOCIETY:

By:

Its:



Preliminary Plat

The Crossing at Saratoga Springs Phase 1

Tuesday, November 17, 2015

Public Meeting

Report Date:	Tuesday, November 10, 2015
Applicant:	The Boyer Company – Wade Williams
Owner:	Suburban Land Reserve
Location:	NW Corner of Pioneer Crossing and Redwood Rd.
Major Street Access:	Pioneer Crossing and Redwood Rd.
Parcel Number(s) & Size:	58:035:0085, 68.787 acres
Parcel Zoning:	Planned Community (PC)
Adjacent Zoning:	PC, R-3
Current Use of Parcel:	Vacant / Agriculture
Adjacent Uses:	Vacant, Agriculture, Residential
Previous Meetings:	Planning Commission 11/12/2015
Previous Approvals:	Community Plan and Village Plan, 10/6/2015
Type of Action:	Administrative
Land Use Authority:	City Council
Future Routing:	City Council
Author:	Kimber Gabryszak, Planning Director

A. Executive Summary:

The applicant is requesting approval of a preliminary plat for The Crossing, to create nine building lots for future development. Final Plats are approved administratively by staff, and the final plat is being reviewed concurrently with the Preliminary Plat.

Recommendation:

Staff recommends that the City Council conduct a public meeting on The Crossing Preliminary Plat, review and discuss the proposal, and vote to approve the plat with conditions.

Alternatives in Section H of this report include continuation or denial.

- B. Background:** The City Center District Area Plan (DAP) was approved in 2010, containing 16,000 residential units of density, and 10,000,000 sq.ft. of non-residential density allocated through Equivalent Residential Units (ERUs).

The Crossing Community Plan (CP) and Village Plan (VP) were approved on October 6, 2015 subject to the DAP.

The CP contains a maximum of 693.2 ERUs of non-residential density (up to 1,413,897 sq.ft.), of which the VP permits a maximum of 199.1 ERUs (up to 430,961 sq.ft.) on the proposed nine lots of The Crossing Phase 1 plat.

- C. Specific Request:** The Crossing Phase 1 plat includes nine commercial lots on 21.017 acres. The lots are for non-residential development and range in size from 12,124 sq.ft. (0.278 acres) to 536,542 sq.ft. (12.317 acres).
- D. Process:** The CP is the governing document for the plat, and on topics where the CP is silent, the regulations revert to the City Code. In this case, the CP identifies the process for a preliminary plat, which mirrors the process in the Code: the Planning Commission must hold a public hearing and make a recommendation to the City Council, and the City Council will make a final decision at a public meeting.

The Planning Commission meeting was noticed as a public hearing; as their November 12, 2015 meeting will be held after the date of this report, a report of action will be provided to the Council prior to the Council meeting.

- E. Community Review:** The Planning Commission meeting was noticed as a public hearing in the *Daily Herald*; and mailed notice sent to all property owners within 300 feet. As of the date of this report, no public input has been received. The Council meeting is not a public hearing and no mailed notice was done.

F. General Plan:

The General Plan Land Use map identifies this area as Planned Community, which states:

- k. **Planned Community.** The Planned Community designation includes large-scale properties within the City which exceed 500 acres in size. This area is characterized by a mixture of land uses and housing types. It is subject to an overall Community Plan that contains a set of regulations and guidelines that apply to a defined geographic area. Required Village Plans contain regulations that apply to blocks of land and provide specific development standards, design guidelines, infrastructure plans and other elements as appropriate. Development in these areas shall contain landscaping and recreational features as per the City's Parks, Recreation, Trails, and Open Space Element of the General Plan.

The DAP was approved in 2010 and found to be consistent with the General Plan and the intent of the Planned Community designation. The Community Plan and Village Plan were also

approved in 2015 and found to be consistent with the General Plan. The proposed plat complies with the regulations in the DAP, CP, and VP and is therefore consistent with the General Plan.

G. Code and Other Criteria:

Layout and Access:

The proposed plat complies with the conceptual layout and access plan identified in the Village Plan. The City Engineer is working with the applicants on ensuring that all potential access issues are addressed.

Setbacks:

The CP identifies required setbacks. The lots are of sufficient size to meet the setbacks, a typical setback graphic has been provided, and the actual setbacks will be verified at time of Site Plan approval.

Lot Size:

The minimum allowable size for lots in the CP is 20,000 sq.ft., however Lot 2 was granted an exception through the CP and related Master Development Agreement. All other lots exceed 20,000 sq.ft. in size.

Landscaping:

The majority of the landscaping will occur during individual site development. The perimeter, however, will be landscaped along with other subdivision improvements. Staff has reviewed the proposed landscaping, and found that the plan only needs minor changes to comply with the CP and VP:

1. Ensure adequate fencing and vegetation to screen vehicle lights from nearby residential development.
2. Correct plant list to comply with permitted plantings.
3. Identify all existing trees and ensure that they are preserved, or replaced at a 2:1 ratio.
4. Identify berming in the landscaped buffer strips.

Other CP, VP, and Code Requirements:

The following items are requirements for development on this site, however will be addressed through individual site plan approvals:

1. Site-specific landscaping
2. Lighting
3. Outdoor display areas
4. Parking
5. Architecture
6. Signs
7. Height

Engineering Requirements:

The City Engineer has provided the applicants with a list of required information and changes, primarily dealing with the specifics of the construction drawings. The City Engineer has agreed to support recommendation and approval of the preliminary plat, withholding approval of the related construction drawings and also withholding approval of the Final Plat until the changes have been made. Engineering requirements are outlined in Exhibit 1.

Required Changes:

Staff has provided the applicants with the following required changes to the preliminary plat, in addition to the Engineering requirements in Exhibit 1:

1. Add established grade
2. Any other changes required by the City Engineer.

H. Recommendation and Alternatives:

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

Staff Recommended Option: Approval

“I move to **approve** The Crossing Preliminary Plat as outlined in Exhibit 5 with the Findings and Conditions in the Staff Report dated November 17, 2015:”

Findings

1. With conditions, the application complies with the criteria in The Crossing Community Plan, as articulated in Section G of the staff report, which section is incorporated by reference herein.
2. With conditions, the application complies with the criteria in The Crossing Village Plan, as articulated in Section G of the staff report, which section is incorporated by reference herein.
3. The application is consistent with the General Plan, as articulated in Section F of the staff report, which section is incorporated by reference herein.

Conditions:

3. All conditions of the City Engineer shall be met, including but not limited to those in the Staff report in Exhibit 1.
4. The preliminary plat is approved as shown in the attachment to the Staff report in Exhibit 5, with the following changes:
 - a. Add established grade
 - b. Any other changes required by the City Engineer.
5. The construction drawings shall be modified to:
 - a. Ensure adequate fencing and vegetation to screen vehicle lights from nearby residential development.
 - b. Correct plant list to comply with permitted plantings.

- c. Identify all existing trees and ensure that they are preserved, or replaced at a 2:1 ratio.
- d. Identify berming in the landscaped buffer strips.
- 6. The preliminary plat shall comply with all other Code, Community Plan, and Village Plan requirements.
- 7. Any other conditions or changes as articulated by the Council: _____
_____.

Alternative 1 - Continuance

The City Council may also choose to continue the item. “I move to **continue** the Crossing at Saratoga Springs Phase 1 Preliminary Plat to another meeting on December 1, 2015, with direction to the applicant and Staff on information and / or changes needed to render a decision, as follows:

- 1. _____
- 2. _____

Alternative 2 – Denial

The City Council may also choose to deny the application. “I move to **deny** The Crossing at Saratoga Springs Phase 1 Preliminary Plat with the Findings below:

- 1. The plat is not consistent with the General Plan, as articulated by the Council: _____, and/or,
- 2. The plat is not consistent with Section _____ of the Code, as articulated by the Council: _____, and/or
- 3. The plat does not comply with the Crossing Community Plan/Village Plan, as articulated by the Council: _____.

I. Exhibits:

- 1. City Engineer’s Report (pages 6-9)
- 2. Location & Zone Map (page 10)
- 3. The Crossing Community Plan Layout (page 11)
- 4. The Crossing Village Plan Layout (page 12)
- 5. The Crossing at Saratoga Springs Phase 1 Preliminary Plat (pages 13-14)
- 6. The Crossing Community Plan and Village Plan – online at www.SaratogaSpringsCity.com/Planning under “Pending Applications”

City Council Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: The Crossing
Date: November 12, 2015
Type of Item: Preliminary and Final Plat Approval



Description:

- A. Topic:** The Applicant has submitted a Preliminary and Final Plat application. Staff has reviewed the submittal and provides the following recommendations.
- B. Background:**
- | | |
|-------------------|---|
| <i>Applicant:</i> | <i>The Boyer Company</i> |
| <i>Request:</i> | <i>Preliminary and Final Plat Approval</i> |
| <i>Location:</i> | <i>Northwest corner of Pioneer Crossing and Redwood Rd.</i> |
| <i>Acreage:</i> | <i>20.5 acres and 9 lots</i> |
- C. Recommendation:** Staff recommends the approval of preliminary and final plat subject to the following conditions:
- D. Conditions:**
- The Preliminary and Final Plats and Construction Drawings shall be compliant with the approved Community Plan and Village Plan for this area as well as with the City's existing Master Plans including the Transportation Master Plan, the Parks, Trails, and Open Space Master Plan, as well as the City's utility master plans including the Culinary Water, Secondary Water, Sewer, and Storm Drain Master Plans.
 - The Construction Drawings shall include phasing plans for improvements, utilities, erosion control plans, and open space improvement plans. Phasing plan shall also illustrate the phasing of the frontage improvements along Pioneer Crossing and Redwood Road.
 - Developer shall complete the half-width improvements along Pioneer Crossing and Redwood Road (Collector) as per the City's Transportation Master Plan (TMP) and Engineering standards and specifications.
 - Developer shall complete a Traffic Impact Study (TIS) for the Community Plan and shall comply with all recommendations of the TIS applicable to this phase of the project as well as incorporate all recommendations from Avenue Consultants

in accordance with their Pioneer Crossing and Redwood Road Intersection Evaluation memo dated March 30, 2015 and any recommendations thereof based upon the model information including ingress/egress movement, 95% queue lengths, and ROW widths.

- E. Developer shall dedicate and improve sufficient ROW (public or private) for adequate queuing and turn lanes at all intersections internal to the project as at other points of access along Pioneer Crossing and Redwood Road that will be installed with these plats as identified in the Traffic Impact Study, The Pioneer Crossing and Redwood Road Intersection Evaluation memo dated March 30, 2015, and as per the City's transportation master plan and standards and specifications. Flared approaches shall be a minimum of 50-ft long plus taper or longer if recommended in the TIS.
- F. A schematic layout for the proposed the out-lots shall included with any proposed points of access or utility stubs or laterals to be installed with this project to ensure their proposed location is consistent with the future site plan and in accordance with City Standards.
- G. Developer shall bury and/or relocate all overhead distribution power lines that are alongside or within this project.
- H. Developer shall provide a geotechnical report and hydrologic/hydraulic storm drainage calculations for the overall project. Detention areas and volumes shall be identified as well as all proposed outfall locations. The project shall comply with all City, UPDES and NPDES storm water pollution prevention requirements. Storm water release shall not exceed 0.2 cfs/acre and must be cleaned to remove 80% of Total Suspended Solids and all hydrocarbons and floatables.
- I. All roads shall comply with the City's TMP and be designed and constructed to City and AASHTO standards, and shall incorporate all geotechnical recommendations as per the applicable soils report. Road cross sections shall match either the ones in the City's adopted Engineering Standards and Specifications or the Community Plan and must also comply with international fire code requirements. Intersection spacing and frontage improvements along Redwood Road and Pioneer Crossing shall comply with UDOT and City standards.
- J. Road names and coordinates shall comply with current city ordinances and standards.
- K. Project trails and open space designs shall comply with the Community Plan or the City's adopted Parks, Recreation, Trails, and Open Space Master Plan if not specifically addressed in Community Plan or Village Plan.
- L. Park strips less than 9' in width shall only be planted with trees appropriate for narrow areas and that will not damage the sidewalk as they grow. Trees shall be

located in areas that do not conflict with driveways or other points of access.

- M. Open Space areas that will maintained by the City must be designed in accordance with City Standards and the City's Engineering Standards and Specifications.
- N. Developer shall prepare and submit signed easements for all public facilities not located in the public right-of-way. Sewer and storm drains shall be provided with a minimum of 20' wide easements and water and irrigation lines a minimum of 10' wide easements centered on the facility. Utility lines may not be closer than 10' apart from each other or from any structure. Developer shall provide 12' access roads and 20' wide access easements to any location where access is required to a City utility outside the ROW such as sewer or storm drain manholes. Such easements must be recorded prior to receiving occupancy on any structure in the plat with which the easement is associated.
- O. All street lighting and any other lighting proposed to be dedicated to and maintained by the City shall comply with the current City standards and specifications. All lighting shall be full-cutoff style and meet all other City and IESNA standards.
- P. Project shall comply with all ADA standards and requirements.
- Q. Secondary and Culinary Water Rights must be secured from or dedicated to the City with each plat proposed for recordation compliant with current City Code. Prior to acceptance of water rights proposed for dedication, the City shall evaluate the rights proposed for conveyance and may refuse to accept any right that it determines to be insufficient in annual quantity or rate of flow or has not been approved for change to municipal purposes within the City or has not been approved for diversion from City-owned waterworks by the State Engineer.
- R. Photometric plans shall be provided for all common areas and parking areas to verify compliance with the City Standards as well as with the Community and Village Plans.
- S. Meet all engineering conditions and requirements in the construction of the subdivision and recording of the plats. Review and inspection fees must be paid as indicated by the City prior to any construction being performed on the project.
- T. All review comments and redlines provided by the City Engineer are to be complied with and implemented into the Final plat and construction drawings.
- U. Project must meet the City Ordinance for Storm Water release (0.2 cfs/acre for

all developed property) and all UPDES and NPDES project construction requirements.

- V. Final plats and plans shall include an Erosion Control Plan that complies with all City, UPDES and NPDES storm water pollution prevention requirements.
- W. All work to conform to the City of Saratoga Springs Standard Technical Specifications, most recent edition.
- X. Project bonding must be completed as approved by the City Engineer prior to recordation of plats.
- Y. Developer may be required by the Saratoga Springs Fire Chief to perform fire flow tests prior to final plat approval and prior to the commencement of the warranty period.
- Z. Submittal of a Mylar and electronic version of the as-built drawings in AutoCAD format to the City Engineer is required prior acceptance of site improvements and the commencement of the warranty period.
- AA. Developer shall stabilize and reseed all disturbed areas.
- BB. The complete designs for any retaining walls shall be provided including spot elevations and profiles. If a retaining wall is four feet high or higher, structural calculation shall be provided stamped by a licensed engineer.
- CC. All sewer and mains shall end with a manhole.
- DD. The utilities within the site shall comply with the city's standard locations and cross sections as much as is possible.
- EE. A complete design of the underground detention system shall be provided with details.
- FF. An access road that is twelve feet wide and can support H-20 loading shall be provided to all manholes outside of the ROW.
- GG. Complete plan and profile sheets for all utilities shall be provided and shall comply with the City's standard and specifications.

The Crossing Location & Zone

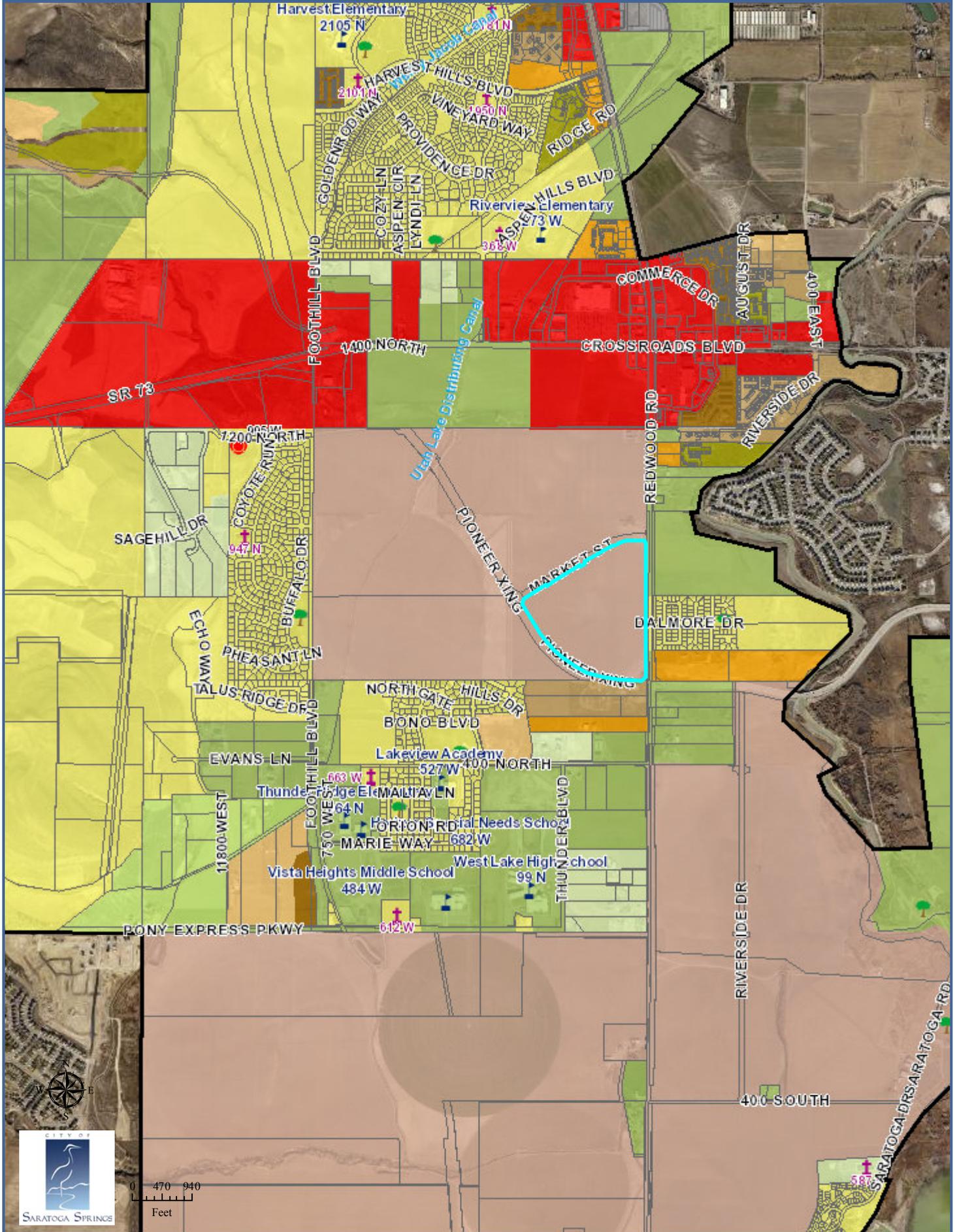
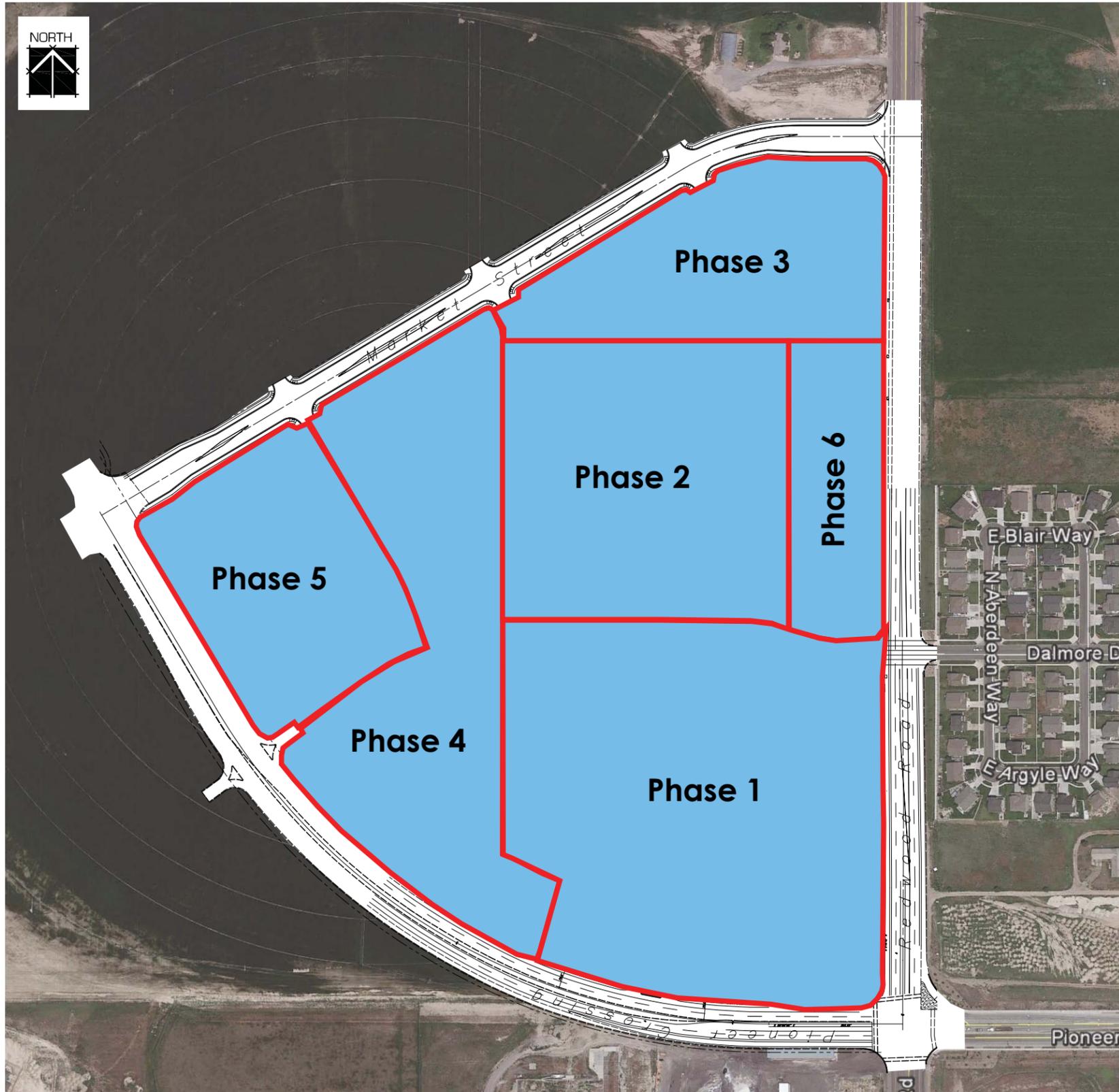


Exhibit 3



LOT BREAKDOWN

Phase #	Acres	Open Space %*	Maximum Building SF**	ERU Allocation
Phase 1	21.05	11-14% min.	430,961	199.10
Phase 2	13.21	11-14% min.	270,451	124.95
Phase 3	8.52	11-14% min.	174,432	80.59
Phase 4	13.98	11-14% min.	286,215	132.23
Phase 5	8.05	11-14% min.	164,809	76.14
Phase 6	4.25	11-14% min.	87,011	40.20
Total	69.06	11-14% min.	1,413,879	653.2 max.

* Approximately 4.8% (145,000 sf) of open space will be provided in the buffer areas of the perimeter street frontage. Additional open space must be provided in each Phase to meet the minimum values listed in the table above.

** Based on a 0.47 FAR

Note: Phase breakdown is conceptual and actual phases may vary, however, the total values will not change.

FUTURE PROJECTIONS

Projected employment = 1,500 future employees (estimated)

EQUIVALENT RESIDENTIAL UNITS

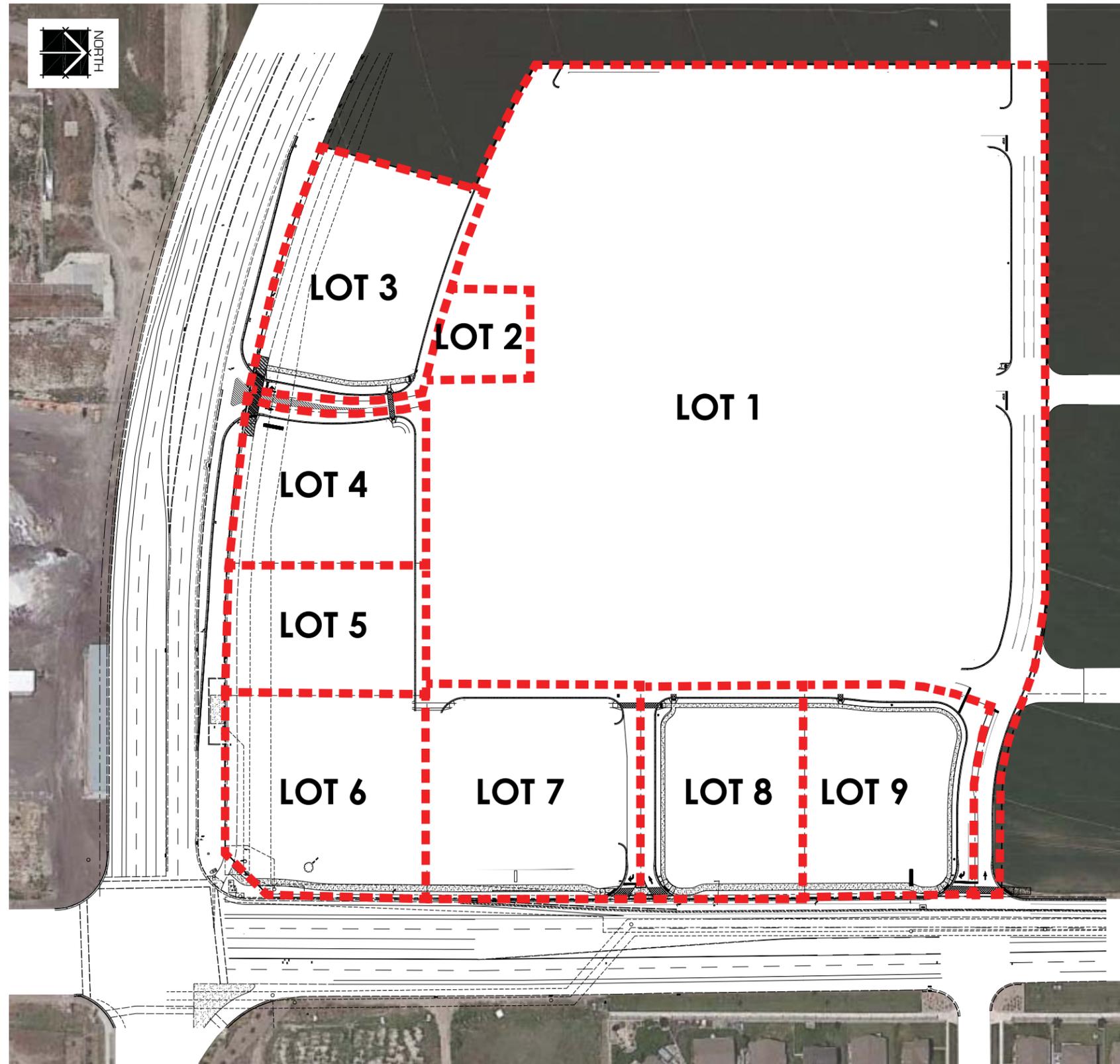
District Area Plan:

Per the District Area Plan, 4,620 ERUs are allowed for every 10 Million square feet of commercial building area which is the equivalent of 2,164.5 square feet per ERU.

Community Plan:

A maximum of 1,413,879 square feet of building area is anticipated at the completion of all phases. Per the table above, the 69 acres included in this Community Plan translates to a total of 653 ERUs for the Community Plan.





LOT BREAKDOWN

Exhibit 4

Phase #	Acres	Open Space %	Maximum Building SF***	ERU Allocation****
Lot 1	12.29	6% min.*	251,616	116.25
Lot 2	0.28	6% min.*	5,732	2.65
Lot 3	1.35	6% min.*	27,639	12.77
Lot 4	0.96	6% min.*	19,654	9.08
Lot 5	0.92	6% min.*	18,835	8.70
Lot 6	1.37	6% min.*	28,048	12.96
Lot 7	1.50	6% min.*	30,710	14.19
Lot 8	1.17	6% min.*	23,954	11.07
Lot 9	1.21	6% min.*	24,773	11.44
Total	21.05	11% min.**	430,961	199.10

* Not including landscape buffers along Redwood Road and Pioneer Crossing which provide 5% of the minimum open space required in the Phase I Village Plan. Additional open space must be provided on each Lot to meet the minimum open space listed in the Community Plan.

** Per Community Plan, Including landscape buffers

*** Based on a 0.47 FAR

**** Undeveloped ERU's shall be reserved for future development within project.

FUTURE PROJECTIONS

Projected population = 0 future residents
 Projected employment = 500 future employees (estimated)

EQUIVALENT RESIDENTIAL UNITS

District Area Plan:

Per the District Area Plan, 4,620 ERUs are allowed for every 10 Million square feet of commercial building area which is the equivalent of 2,164.5 square feet per ERU.

Community Plan:

A maximum of 1,413,879 square feet of building area is anticipated at the completion of all phases. Per the table above, the 69 acres included in this Community Plan translates to a total of 653 ERUs for the Community Plan.

Phase I Village Plan:

A maximum of 430,961 square feet of building area is anticipated at the completion of all phases of the Village Plan. Per the table above, the 21.05 acres included in this Phase I Village Plan translates to a total of 199 ERUs.

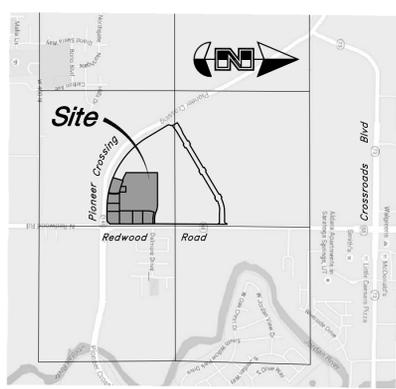
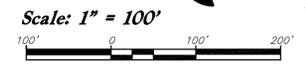


SARATOGA SPRINGS



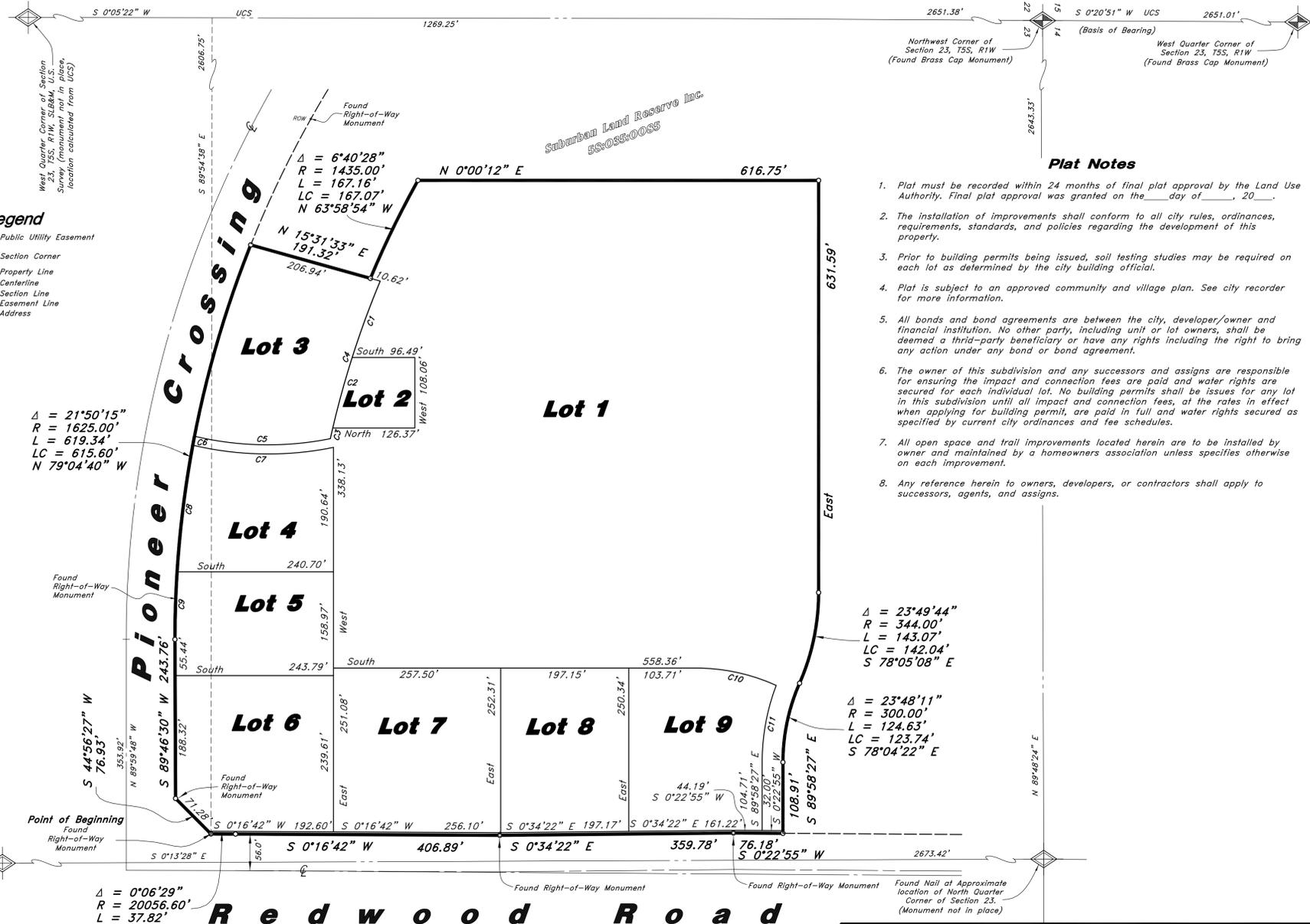
The Crossing at Saratoga Springs Phase 1

A part of the Northwest Quarter of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Saratoga Springs, Utah County, Utah
June 2015



Legend

- PUE Public Utility Easement
- Section Corner
- Property Line
- Centerline
- Section Line
- Easement Line
- Address



$\Delta = 21^{\circ}50'15''$
 $R = 1625.00'$
 $L = 619.34'$
 $LC = 615.60'$
 $N 79^{\circ}04'40'' W$

$\Delta = 23^{\circ}49'44''$
 $R = 344.00'$
 $L = 143.07'$
 $LC = 142.04'$
 $S 78^{\circ}05'08'' E$

$\Delta = 23^{\circ}48'11''$
 $R = 300.00'$
 $L = 124.63'$
 $LC = 123.74'$
 $S 78^{\circ}04'22'' E$

$\Delta = 0^{\circ}06'29''$
 $R = 20056.60'$
 $L = 37.82'$
 $LC = 37.82'$
 $S 0^{\circ}19'25'' W$

Curve Table

Curve #	Delta	Radius	Length	Chord	Chord Length
C1	005°02'13"	1419.50'	124.79'	N69°45'32"W	124.75'
C2	004°31'35"	1419.50'	112.14'	N74°32'26"W	112.11'
C3	000°40'55"	1419.50'	16.89'	N77°08'41"W	16.89'
C4	010°14'43"	1419.50'	253.83'	S72°21'47"E	253.49'
C5	024°29'34"	493.00'	210.75'	N01°02'27"E	209.15'
C6	000°29'39"	1625.00'	14.01'	N79°11'59"W	14.01'
C7	024°39'42"	507.00'	218.23'	S00°53'15"W	216.55'
C8	006°53'50"	1625.00'	195.62'	N82°53'43"W	195.50'
C9	003°39'09"	1625.00'	103.59'	N88°10'13"W	103.58'
C10	024°21'56"	299.00'	127.15'	S12°10'58"W	126.20'
C11	020°45'43"	332.00'	120.31'	N79°35'36"W	119.65'

Surveyor's Certificate

I, Bruce D. Pimper, do hereby certify that I am a Professional Land Surveyor and that I hold a license No. 362256, in accordance with the Professional Engineers and Land Surveyors Licensing Act found in Title 58, Chapter 22 of the Utah Code. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, have subdivided said tract of land into lots, streets, and easements, have completed a survey of the property described on this plat in accordance with Utah Code section 17-23-17, have verified all measurements, and have placed monuments as represented on the plat. I further certify that every existing right-of-way and easement grant of record for underground facilities, as defined in Utah Code Section 54-8a-2, and for other utility facilities, is accurately described on this plat, and that this plat is true and correct to the best of my knowledge. I also certify that I have filed, or will file within 90 days of the recording of this plat, a map of the survey I have completed with the Utah County Surveyor.

Boundary Description

A part of the Northwest Quarter of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah:

Beginning at an existing Right-of-Way monument on the West Line of Redwood Road as it exists at 56.0 foot half-width located 1269.25 feet South 0°05'22" West along the Section Line, and 2606.75 feet South 89°54'38" East from the Northwest Corner of said Section 23; and running thence South 44°56'27" West 76.93 feet to an existing Right-of-Way monument on the North Line of Pioneer Crossing; thence South 89°46'30" West 243.76 feet along said North Line; thence Northwesterly along the arc of a 1625.00 foot radius curve to the right a distance of 619.34 feet (Center bears North 0°00'12" East, Central angle equals 21°50'15" and Long Chord bears North 79°04'40" West 615.60 feet) along the Northeastly Line of said Pioneer Crossing; thence North 15°31'33" East 191.32 feet; thence Northwesterly along the arc of a 1435.00 foot radius curve to the right a distance of 167.16 feet (Center bears North 22°40'52" East, Central Angle equals 6°40'28" and Long Chord bears North 63°58'54" West 167.07 feet); thence North 0°00'12" East 616.75 feet; thence East 631.59 feet to a point of curvature; thence Southeastly along the arc of a 344.00 foot radius curve to the right a distance of 143.07 feet; (Central Angle equals 23°49'44" and Long Chord bears South 78°05'08" East 142.04 feet) to a point of reverse curvature; thence Southeastly along the arc of a 300.00 foot radius curve to the left a distance of 124.63 feet (Central Angle equals 23°48'11" and Long Chord bears South 78°04'22" East 123.74 feet) to a point of tangency; thence South 89°58'27" East 108.91 feet to the West Line of Redwood Road; thence along said West Line the following four courses: South 0°22'55" West 76.18 feet to an existing Right-of-Way monument; South 0°34'22" East 359.78 feet to an existing Right-of-Way monument; South 0°16'42" West 406.89 feet; and Southerly along the arc of a 20,056.60 foot radius curve to the left a distance of 37.82 feet (Center bears South 89°37'21" East, Central Angle equals 0°06'29" and Long Chord bears South 0°19'25" West 37.82 feet) to the point of beginning.

Contains 915,484 sq. ft. or 21.017 acres
9 Lots

9 Nov, 2015
Date
Bruce D. Pimper
Bruce D. Pimper
Utah PLS No. 362256

Owner's Dedication

Know all men by these presents that _____, the undersigned owner(s) of the above described tract of land, having caused the same to be subdivided into a lots and Streets to be hereafter known as **The Crossing at Saratoga Springs Phase 1** do hereby dedicate for perpetual use of the public and/or City all parcels of land, easements, right-of-way, and public amenities shown on this plat as intended for public and/or City use. The owner(s) voluntarily defend, indemnify, and save harmless the City against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance, and operation of the street. The owner(s) voluntarily defend, indemnify, and hold harmless the City from any damage claimed by persons within or without this subdivision to the drainage, or surface or sub-surface water flows within this subdivision or by owner's establishment of construction of the roads within this subdivision.

In witness whereof _____ have hereunto set this _____ day of _____, A.D. 20____.

Approval By Legislative Body

The Land Use Authority of the City of Saratoga Springs, County of Utah, approves this subdivision subject to the conditions and restrictions stated hereon, and hereby accepts the Dedication of all streets, easements, and other parcels of land intended for the public purpose of the perpetual use of the public. This _____ day of _____, A.D. 20____.

City Mayor _____ Attest City Recorder (See Seal Below)

Corporate Acknowledgment

State of _____ } ss
County of _____ }
On the _____ day of _____, 20____, personally appeared before me, the undersigned Notary Public, _____, who being by me duly sworn did say that he/she is the _____ of _____ and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Residing at: _____
Commission Expires: _____

Print Name _____ A Notary Public

Sheet 1 of 2
The Crossing at Saratoga Springs Phase 1

A part of the Northwest Quarter of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Saratoga Springs, Utah County, Utah

By signing this plat, the following utility companies are approving the: (A) boundary, course, dimensions, and intended use of the right-of-way and easement grants of record; (B) location of existing underground and utility facilities; (C) conditions or restrictions governing the location of the facilities within the right-of-way, and easement grants of record, and utility facilities within the subdivision. "Approving" shall have the meaning in Utah code section 10-9A-603(4)(c)(ii).

COMCAST CABLE TELEVISION Approved this _____ Day of _____, A.D. 20____	CENTURY LINK Approved this _____ Day of _____, A.D. 20____	QUESTAR GAS COMPANY Approved this _____ Day of _____, A.D. 20____	ROCKY MOUNTAIN POWER Approved this _____ Day of _____, A.D. 20____	PLANNING DIRECTOR APPROVAL Approved by the Planning Director this _____ Day of _____, A.D. 20____
COMCAST CABLE TELEVISION	QWEST	QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER	PLANNING DIRECTOR

ANA
ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801 521-8529 - AW@engineering.net

FIRE CHIEF APPROVAL
Approved by the Fire Chief on this _____ Day of _____, A.D. 20____
CITY FIRE CHIEF

LAND USE AUTHORITY
Approved by the Land Use Authority on this _____ Day of _____, A.D. 20____
LAND USE AUTHORITY

SARATOGA SPRINGS ENGINEER APPROVAL
Approved by the City Engineer on this _____ Day of _____, A.D. 20____
CITY ENGINEER

SARATOGA SPRINGS ATTORNEY
Approved by Saratoga Springs Attorney on this _____ Day of _____, A.D. 20____
SARATOGA SPRINGS ATTORNEY

LEHI CITY POST OFFICE
Approved by Post Office Representative on this _____ Day of _____, A.D. 20____
LEHI CITY POST OFFICE REPRESENTATIVE

Surveyors Seal
Notary Public Seal
City Engineer Seal
Clerk-Recorder Seal

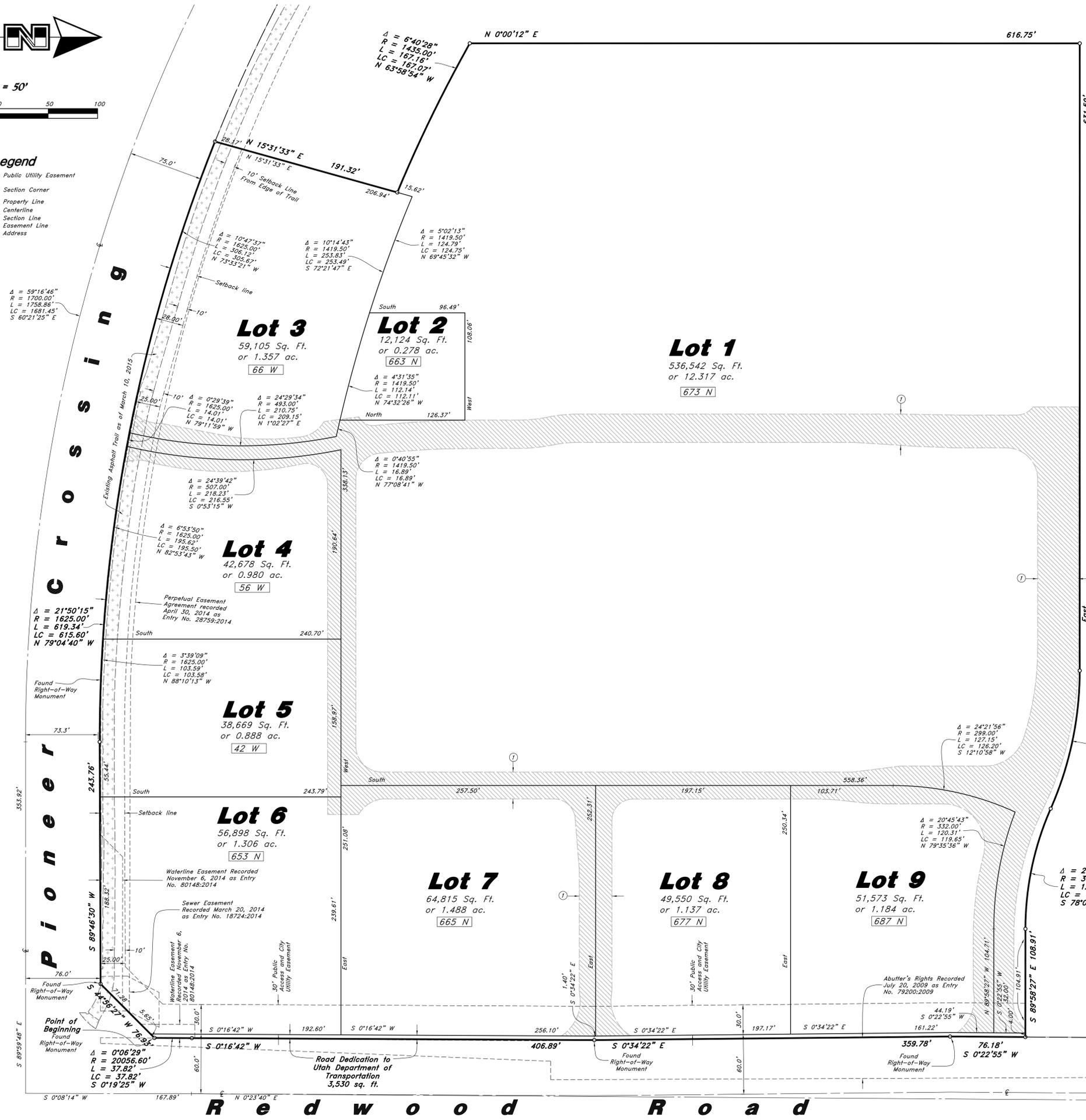


Scale : 1" = 50'

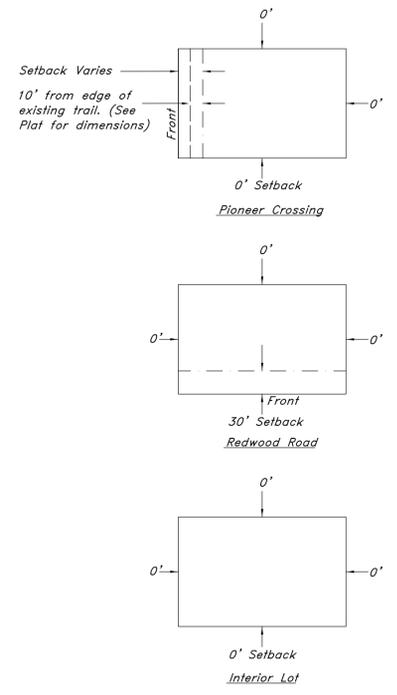


Legend

- PUE Public Utility Easement
- Section Corner
- Property Line
- Centerline
- Section Line
- Easement Line
- Address



Setback Details



Site Data Table		
	Area	Calculation
Total Project Area	21,017	100%
Total Number of Lots, Dwellings and Buildings	9	
Building Footprint (sq. ft.)	128,294	
Proposed Parking Garage Spaces	0	
Proposed Surface Parking Spaces	666	
% of Buildable Land		89%
Acresage of Sensitive Lands % of Total Sensitive Lands	0	0%
Area and % of Open Space/Landscaping	87,689	11%
Area of Right-of-Way Dedication	3,530	
Net Density of dwellings (acre)	n/a	

Easements

- 1 Cross Access and Cross drainage agreements will be recorded with a separate document.
- Easement agreements to Saratoga City for sewer, water and irrigation mainlines will be recorded by separate document, prior to obtaining final building occupancy.



ANDERSON WAHLEN & ASSOCIATES
 2010 North Redwood Road, Salt Lake City, Utah 84116
 801 521-8529 - AWAAengineering.net

Sheet 2 of 2
The Crossing at Saratoga Springs Phase 1
 A part of the Northwest Quarter of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Saratoga Springs, Utah County, Utah

Recorded #
 State of Utah, County of Utah, Recorded and Filed at the Request of
 Date _____ Time _____ Book _____ Page _____
 Fee \$ _____ Utah County Recorder



Memo

To: Mayor, City Council and/or Planning Commission
From: Planning Department
Date: November 10, 2015
Meeting Date: November 10, 2015 & November 12, 2015
Re: New Applications & Resubmittals

New Projects:

- 10.15.15 Lakeside Final Plat (Redwood Rd & Bliss Dr)
- 10.15.15 Jacobs Ranch 1 & Israel Canyon Stake Site Plan Amendment (163 West Ring Rd)
- 10.15.15 Fox Hollow N.5 Preliminary Plat (Village Blvd & Redwood Rd)
- 10.22.15 Lakeview Academy Major Site Plan Amendment (527 W & 400 N)
- 10.22.15 Villages of Fox Hollow Major Amendment MDA (Village Pkwy & Redwood Rd)
- 10.30.15 Mayo Car Wash Saratoga Springs Permanent Sign Permit (2158 N. Redwood Rd)
- 10.30.15 Home Occupation- Know Where To Hold 'Em (2437 N. Cider Place)
- 11.06.15 Holiday Oil Company Concept, Rezone, & GP (3990 S. Redwood Rd)
- 11.06.15 Saratoga Springs North Church Wildflower Concept, Rezone & GP (N. Autumn Sky & Providence)

Resubmittals & Supplemental Submittals:

- 10.13.15 Willow Glen Concept/Annexation (Parkway Estates)
- 10.21.15 Landscape Plans for Catalina Bay (McGregor Lane)
- 10.19.15 Lighthouse Cove Plat A Minor Subdivision (4300 S. Redwood Rd)
- 10.19.15 Lighthouse Cove Plat B Minor Subdivision (4300 S. Redwood Rd)
- 10.20.15 Legacy Farms VP2 Plats A-E (400 S. Redwood Rd)
- 10.21.15 The Fairways Office Park (Talons Cove)
- 10.22.15 Saratoga Springs 4 Stake (Old Farm Rd & Redwood Rd)
- 10.23.15 Jacobs Ranch Plat N Pedestrian Path & Construction Drawings (Ring Rd)
- 10.27.15 Yates Residence Minor Subdivision (Sage Hills)
- 10.29.15 Fox Hollow N.11 The Preserve Construction Drawings (Off Redwood Rd)
- 10.30.15 Heron Hills Plat A Final Drawings for Recording (3375 S. Redwood Rd)
- 10.30.15 Lighthouse Cove Plat A Minor Subdivision (4300 S. Redwood Rd)
- 10.30.15 Lighthouse Cove Plat B Minor Subdivision (4300 S. Redwood Rd)
- 11.03.15 The Crossing Phase 1 (Pioneer Crossing & Redwood Rd)
- 11.03.15 Transportation West Admin Bldg Phase 2 (400 N. 200 W.)
- 11.03.15 Willow Glen Concept Parkway Estates (8950 W. 7350 N.)
- 11.03.15 Willow Glen Annexation Parkway Estates (8950 W. 7350 N.)
- 11.04.15 Fox Hollow N. 11 The Preserve Construction Drawings (Off Redwood Rd)
- 11.06.15 Legacy Farms Landscaping Plans (400 S. Redwood Rd)
- 11.06.15 Fox Hollow N. 12 Pond Waterline

Staff Approvals:

- Yates Residence Minor Subdivision (Sage Hills)
- Mayo Car Wash Saratoga Springs Permanent Sign Permit (2158 N. Redwood Rd)

RESOLUTION NO. R15-55 (11-17-15)

A RESOLUTION OF SARATOGA SPRINGS, UTAH DECLARING THE CITY COUNCIL'S INTENT TO AMEND THE LAND DEVELOPMENT CODE WITH RESPECT TO SIGN REGULATIONS IN ACCORDANCE WITH UTAH CODE SECTION 10-9a-508(1)(a)(ii).

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

WHEREAS, the City Council wishes to clarify its intent and to formally initiate proceedings to amend the Land Development Code with regard to sign regulations in the City of Saratoga Springs, Utah, in accordance with Utah Code Section 10-9a-509(1)(a)(ii).

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

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

APPROVED and **PASSED** this _____ day of _____, 2015.

Attest:

SARATOGA SPRINGS CITY COUNCIL:

CITY RECORDER

MAYOR JIM MILLER

EXHIBIT A
Sign Code Regulations

Chapter 19.18. Sign Regulations.

Sections:

- 19.18.01. Intent.**
- 19.18.02. Content.**
- 19.18.03. Definitions.**
- 19.18.04. Prohibited Signs.**
- 19.18.05. Signs Not Requiring A Permit.**
- 19.18.06. Measurement Standards.**
- 19.18.07. Residential Sign Standards.**
- 19.18.08. Agricultural, Vacant, and Active Development.**
- 19.18.09. Institutional Sign Standards.**
- 19.18.10. Commercial Zone Sign Standards.**
- 19.18.11. Industrial Zone Sign Standards.**
- 19.18.12. Mixed Use and Mixed Waterfront Zone Sign Standards.**
- 19.18.13. Permit Process.**
- 19.18.14. Nonconforming Signs.**

19.18.01. Intent

1. An excess of large, unregulated signage causes visual blight on the appearance of the City, may obstruct views which can distract the attention of motorists and pedestrians, may negatively impact local property values, may displace alternative land uses, and may pose other problems that legitimately call for regulation.
2. This Chapter intends to preserve and enhance the aesthetic, traffic safety, and environmental values of the city while at the same time providing ample and adequate means of communication to the public.
3. This Chapter intends to protect and promote the health, safety and general welfare of City residents and businesses by regulating the design, materials, size, construction, installation, location, and maintenance of signs and sign structures in a content neutral manner that does not favor any type of speech over another in order to achieve the following goals and objectives:
 - a. Reduce potential hazards to motorists and pedestrians;
 - b. Encourage signs which are integrated and harmonious to the building and sites which they occupy;
 - c. To reduce or eliminate excessive and confusing sign displays;
 - d. To preserve and improve the appearance of the City as a place in which to live and to work and as an attraction for nonresidents who come to visit or trade;

- e. To safeguard and enhance property values;
 - f. To foster a community character that has a minimum of visual clutter.
4. This Chapter is intended to protect and enhance property values and promote the public health, safety, and general welfare of the residents of the City of Saratoga Springs.
 5. It is the intention of the City of Saratoga Springs to provide a fair and consistent approval process for signage while accommodating growth and maintaining the high design standards associated with the City.
 6. The purpose of this Chapter is to detail the sign permit process, provide general design standards, and define signage related terms.
 7. This Chapter shall set forth standards that will assist in the elimination of confusing and excessive signs in order to preserve and improve the natural landscape, architecture of buildings, and character of the City.

19.18.02. Sign Substitution.

1. A message of any type, whether commercial or noncommercial, may be substituted for any duly permitted or allowed commercial or noncommercial message, provided that the sign structure or mounting device is legal without consideration of message content. Such substitution of message may be made without any additional approval or permitting. This provision prevails over any more specific provision to the contrary within this Chapter. The purpose of this provision is to prevent inadvertently favoring one type of speech over another.
2. Content substitution does not create a right to increase the total amount of signage on a parcel, lot, building or structure, nor does it affect the requirement that a sign structure or mounting device be properly permitted or otherwise excuse compliance with other applicable regulations contained within this Chapter with respect to the physical characteristics and location of signs.

19.18.03. Definitions.

As used in this Chapter, the following words and phrases have the following meanings, unless the context clearly indicates that a contrary meaning is intended:

1. **“A-frame Sign”** means a portable sign, structure, or configuration composed of two sign faces mounted or attached back-to-back in such manner as to form a basically triangular vertical cross-section.
2. **“Abandoned Sign”** means a sign that remains after the termination of a business or use, or a sign that exhibits fading or peeling paint, missing letters, chips or cracks or damage, or other evidence of neglect for a period in excess of ninety days. Termination of a business shall include ceasing operations, failure to obtain or renew a business license with the City, declaring bankruptcy, or failing to renew, update, or reinstate the business with the State of Utah.

3. **“Active Development”** means a property for which a subdivision, rezone, site plan, or other development application has been submitted, and which application has not expired or been closed for inactivity.
4. **“Alteration”** means the process of changing or rearranging any structural part, face, enclosure, lighting element, coloring, copy (except on electronic message signs), graphics, component, or location of a sign.
5. **“Animated Sign”** means a sign which incorporates moving, rotating, or traveling parts, including special lighting effects such as flashing or intermittent lights (excluding electronic message signs).
6. **“Awning Sign”** means a building sign that is part of a fabric, plastic, or similar shelter supported by a rigid framework attached to a building, and sheltering the building’s entrance or windows.
7. **“Banner Sign”** means a sign made of fabric, plastic, or a similar lightweight flexible cloth-like material and hung from a building or framework attached to a building or placed in the ground.
8. **“Bench Sign”** means any sign painted or located on or attached to any part of a bench, seat, or chair placed on or adjacent to a public or private roadway.
9. **“Billboard”** means a freestanding ground sign, object, or structure that is not designed or intended to direct attention to a property or part of the property where the sign is located.
10. **“Building Façade”** means any exterior wall of a building including windows, doors, and mansard, but not including a pitched roof.
11. **“Cabinet Sign, Simple”** means a rectangular box with no rounded sides that houses the main component of a sign, where the sign copy area is composed of a single consistent material with lettering or copy items painted on, or affixed directly to the cabinet (see Figure 1).

Figure 1





Figure 2

12. **“Cabinet Sign, Complex”** means a polygonal box with at least one rounded edge that houses the main component of a sign, where the sign copy area is composed of a single material with all lettering or copy items raised at least three-quarters of an inch above the primary cabinet (see Figure 2).
13. **“Changeable Copy Sign”** means a sign or portion of a sign with characters, letters, graphics, or other copy that can be changed or modified by mechanical, electrical, or manual means, not including electronic messaging or Electronic Message Signs.
14. **“Channel Letter Sign”** means a sign formed of individually manufactured characters, letters, graphics, or other copy that can be changed or modified by mechanical, electronic, or manual letters grouped together to form a word, logo, or icon (see Figure 3).

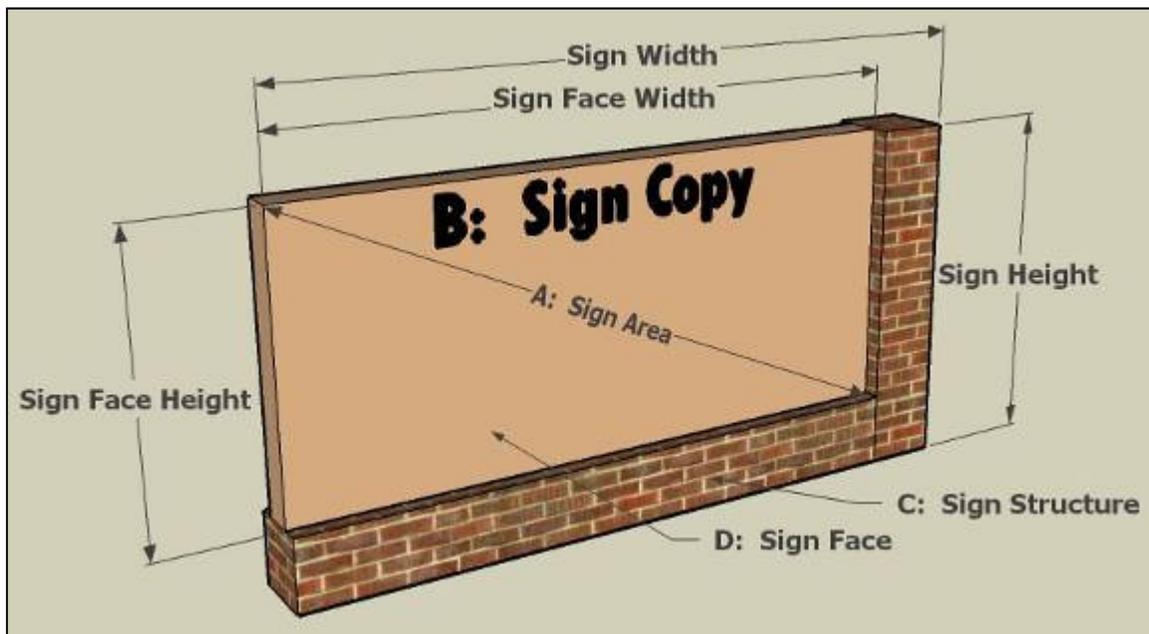


Figure 3

15. **“Clearance”** means the height of the lowest edge of the face of a sign as measured from the finished grade.
16. **“Commercial Zone”** means the Regional Commercial, Neighborhood Commercial, Business Park, or Office Warehouse zone.
17. **“Commercial Zone Sign”** means any sign located on a property in a commercial zone.
18. **“Cornerstone Sign”** means a message carved or cast into a building, or a metal plaque permanently attached to a building.
19. **“Double-faced Sign”** means a sign with two parallel, identical faces or two identical sign faces that are not parallel but diverge from a common edge at an angle no greater than fifteen degrees.
20. **“Electronic Message Sign”** means a changeable copy sign consisting of electronically controlled light sources which change the sign copy or graphics.
21. **“External Illumination”** means lighting which is mounted to illuminate a sign face from a remote position outside of the sign structure.
22. **“Flag”** means a sign that is constructed of fabric, plastic, or similar lightweight cloth-like material hung from a pole, or attached to a structure, in such a manner as to allow movement of the material.
23. **“Freestanding Sign”** means a type of ground sign that is supported by any number of fixed permanent forms or supports between the sign face and the ground.
24. **“Ground Sign”** means a sign that has its own supporting structure and is not attached to or supported by a building. Types of ground signs include pedestal, pylon, and monument.
25. **“Group Identification Signs”** means a sign regarding two or more properties or uses that may share common frontage, access points, off-street parking, or loading areas.
26. **“Illuminated Sign”** means any sign designed to emit artificial light or designed to reflect light from one or more sources of artificial light.
27. **“Inflated Signs”** means a sign that is supported by heated or forced air or lighter-than-air-gases.
28. **“Monument Sign”** means a ground sign with a face that extends to the ground or to a base or pedestal.
29. **“Neon Sign”** means any sign visible to the exterior of a building that uses neon, argon, or any similar gas to illuminate transparent or translucent tubing or other materials, or any use of neon, argon, or any similar gas lighting on or near the exterior of a building or window.

30. **“Nonconforming Sign”** means a sign that legally existed at the time that it was installed under the regulations in effect at that time, but does not conform to the current applicable regulations of the area in which it is located and has been maintained unmodified and continuously since the time the applicable regulations changed to render it nonconforming.
31. **“Painted Window Sign”** means a sign painted on windows or doors with markers, paints, or any other type of substance used to display messages.
32. **“Pedestal Sign”** means a freestanding ground sign with two or more vertical supports extending from the sign face to the ground.
33. **“Permanent Sign”** means any sign that is intended to be and is so constructed to be of a lasting and enduring condition, remain unchanged in character and condition beyond normal wear and tear, and be positioned in a permanent manner fixed to the ground, wall, or building.
34. **“Pole Sign”** means a freestanding sign which is supported by a single pole mounted permanently in the ground.
35. **“Primary Entrance”** means the entrance used by the majority of visitors to a property, use, or building.
36. **“Projecting Sign”** means a sign attached to a building and extending in whole or in part beyond any wall of the building.
37. **“Pylon Sign”** means a ground sign that includes only one vertical structural support connecting the face of the sign to the ground.
38. **“Replacement”** means removal of a sign and installation of a new sign. For the purposes of this Chapter the term “replacement” does not include the temporary removal of an existing sign for repair.
39. **“Residential Property”** means property zoned for residential use, and either vacant or used for a residence.
40. **“Residential Sign”** means a sign posted on residential property by the property owner.
41. **“Roof Sign”** means a building sign that projects above the building facade.
42. **“Seasonal Sign”** means any sign used for a temporary purpose including but not limited to fireworks and produce stands.
43. **“Sign”** means any object or structure used to identify, advertise, or in any way attract or direct attention to any use, building, person, or product by any means, including the use of lettering, words, pictures, or other graphic depictions or symbols.

44. **“Sign Area”** means the area of a sign that is used for display purposes, excluding the sign structure, and as further detailed in Section 19.18 of the Land Development Code (see Item A, Figure 4).
45. **“Sign Copy”** means any letter, numeral, figure, symbol, logo, or graphic element displaying the content or message of a sign. Numbers displaying only the street address of a site or building are not considered sign copy (see Item B, Figure 4).
46. **“Sign Face”** means the portion of any sign that is or may be used for purposes of displaying a message (see Item D, Figure 4).



47. **“Sign Structure”** means the portion of a sign that does not contain any message but exists only for structural support or aesthetic purposes. This definition may include, but is not limited to, the supports, uprights, bracing, cables, and framework of a sign (see Item C, Figure 4).
48. **“Signage Plan”** means a signage plan consists of one or more scaled drawings showing the location, type, size, and design of all existing and proposed signs on a site.
49. **“Snipe Sign”** means a small sign of any material including paper, cardboard, wood, or metal which is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, fences, or other objects.
50. **“Suspended Sign”** means a sign attached to the ceiling of an arcade or the framework of a canopy and designed to hang over a sidewalk.
51. **“Temporary Sign”** means any sign not permanently attached to the ground or a structure that is installed or placed for a limited duration.

52. **“Tenant Listing Sign”** means a wall sign on a building containing multiple tenants or uses, located near the entrance and designed in such a manner as to accommodate multiple sign plates.
53. **“Traffic Control Sign”** means standard regulatory signs installed by public agencies, including stop and yield signs, speed limit signs, etc.
54. **“Vehicular Sign”** means a sign affixed to, applied, or printed on a vehicle or trailer for the purpose of advertising.
55. **“Wall Sign”** means a building sign attached to the wall of a building and parallel with the wall to which it is attached.
56. **“Wind Sign”** means any propeller, fabric, or similar commercial device which is designed to flutter, rotate, or display other movement under the influence of the wind, not including flags as defined herein.
57. **“Window Sign”** means signs, including posters, messages, or displays painted or displayed on the interior or exterior of a window or door so as to be visible from outside the building. Window sign does not include illuminated or flashing signs.

19.18.04. Prohibited Signs.

1. The following signs and any sign not otherwise authorized under the terms of this code are prohibited in the City:
 - a. Abandoned Signs.
 - b. Animated Signs.
 - c. Bench Signs.
 - d. Balloon Signs.
 - e. Billboards.
 - f. Electronic Message Signs.
 - g. Flashing signs.
 - h. Pole Signs.
 - i. Pylon Signs.
 - j. Roof Signs.
 - k. Snipe Signs.
 - l. Wind Signs.
 - m. Vehicle Signs parked outside of designated parking stalls, or occupying required parking for more than 50% of the operating hours.
 - n. Illuminated signs directly facing and visible to an immediately adjacent residential zone or residential development.
 - o. Signs not otherwise expressly permitted in this chapter.

19.18.05. Signs Not Requiring A Permit.

The following signs may be placed without a permit:

1. Signs that are placed entirely within a structure or building, and cannot be viewed from outside the building.
2. Works of art that do not include or convey commercial or non-commercial speech.
3. Flags. Up to three flags are permitted for any single use or property, whichever is less restrictive. Flags shall be attached to a house, building or foundation, or a pole, and shall not exceed the maximum size and height outlined in the table below:

Pole Height (feet)	Maximum Flag Size (feet)
35	5 by 9.5
30	5 by 8
25	4 by 6
20	3 by 5

4. Residential temporary signage in compliance with the residential sign standards.
5. Window signage not exceeding 20% of the area of the individual window in which the signs are placed.
6. A maximum of one neon sign no larger than two square feet per licensed use during regular operating hours.
7. Cornerstone signage permanently attached to the building.
8. A maximum of one A-frame sign per licensed use during regular operating hours, subject to the following limitations:
 - a. The sign shall not exceed four feet in height and eight square feet in size as shown in Figure 7.
 - b. The sign shall be placed behind the sidewalk immediately adjacent to the use. If the sidewalk is more than fifteen feet back from the edge of pavement, the sign may be placed between the curb and sidewalk, provided that the entire sign shall be no closer than fifteen feet from the curb.
 - c. The sign shall not obstruct or project into the sidewalk.
 - d. The sign shall be weighted to prevent movement by wind.
9. Traffic signs that are approved by the City Engineer or highway authority and comply with the Manual on Uniform Traffic Control Devices and applicable laws, are permitted. Such traffic signs shall not be required to comply with the general sign standards listed in 19.18.06.



10. Vehicle signs in non-residential zones on vehicles parked out of the public right-of-way and outside of any site visibility triangle for public safety reasons.

19.18.06. General Standards.

1. Sign Design and Materials.

- a. Shape. *PREVIOUSLY REQUIRED RECTANGULAR. SUGGEST WE CONSIDER NOT REGULATING SHAPE.*

- b. Landscaping. The base of all Permanent Ground Signs, including without limitation Monument and Pedestal Signs, shall be landscaped and maintained at all times. The minimum landscaped area shall extend at least three feet beyond the base of the sign in all directions.

2. Sign Placement.

- a. General Location. No part of any sign shall interfere with the use of any fire escape, exit, doorway, sidewalk, roadway, stairway, door ventilator, or window. No Ground Sign shall be located within any public utility easement without review and approval by the City Engineer.

- b. Clear Sight Triangle. No sign shall be placed within the clear sight triangle as defined in Section 19.06 of this Code.

- c. Traffic Safety. No sign shall be designed or placed in any manner that may be confused with any official traffic sign or signal. No sign or other advertising structure shall be designed, constructed, or installed that by reason of its size, location, shape, content, coloring, or manner of illumination may be confused as a traffic control device. All Traffic Signs shall comply with the Manual on Uniform Traffic Control Devices.

- d. Right-of-way. No sign shall be located on public property or within any right-of-way unless otherwise permitted in this Chapter. In cases where a sign hangs over a public right-of-way, it shall extend no more than five feet over a public sidewalk as measured from the face of the supporting building, and shall have a minimum clearance of eight feet from the elevation of the sidewalk.

- e. Setbacks.

- i. Side and Rear Setbacks. All permanent and temporary ground signs shall be located a distance equal to or greater to their height from any side and rear property line.

- ii. Front Setbacks. All permanent and temporary ground signs shall be located at least three feet from the back of the sidewalk or right-of-way, whichever is greater, and from all driveways as measured from the back of the curb.

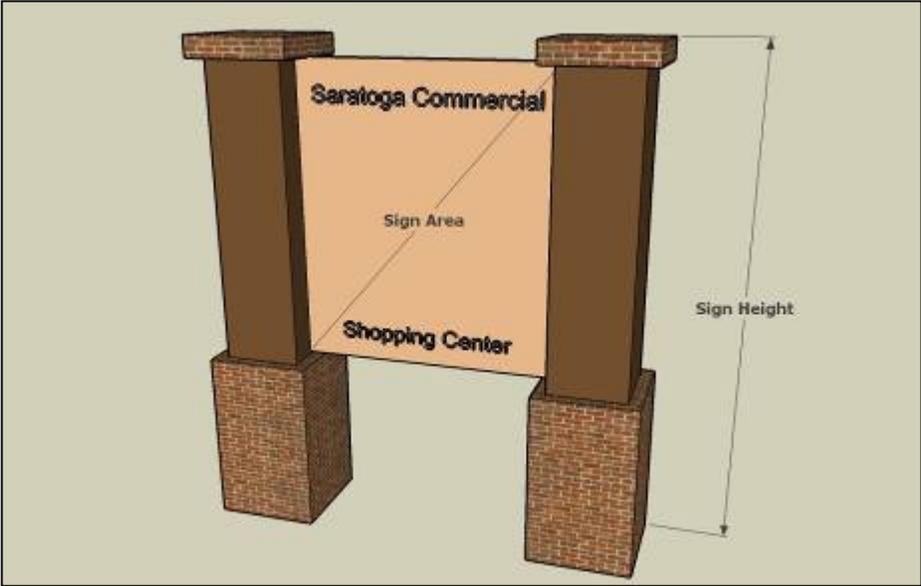
3. Sign Illumination.

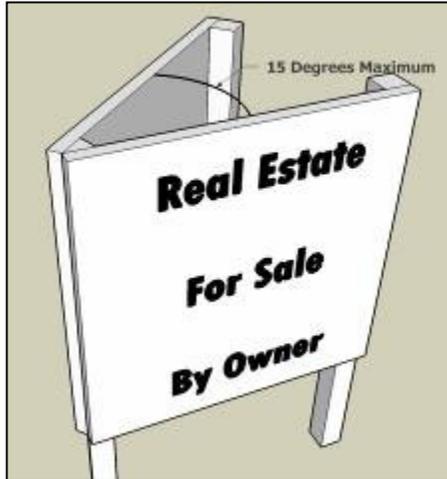
- a. All sign lighting shall comply with the limitations in Section 19.11 of this Code.

- b. Individual signs shall be illuminated only by one of the following means:

- i. **External Illumination.** Signs may be illuminated by a steady, stationary light, directed solely at the sign. Light fixtures for Ground Signs shall be screened from view by site grading or evergreen shrubs and must not beam directly onto adjacent properties or rights-of-way.

- ii. **Internal Illumination.** Signs may be illuminated by an interior light of reasonable intensity with sign copy or face silhouetted on an opaque background.
 - c. Where illuminated signage is visible from residentially developed or zoned property, the sign shall be oriented so that the illuminated face is at least 45 degrees away from such property.
- 4. Sign and Building Maintenance.
 - a. All signs shall be maintained in good condition.
 - b. When a building sign is removed, the face of the building beneath the sign shall be restored to its original pre-sign condition.
 - c. Those signs meeting the definition of Abandoned Sign in Section 19.18.03 shall be removed.
- 5. Sign Construction.
 - a. Building Codes. All signs shall comply with the most recently adopted provisions of the National Electrical Code and the International Building Code, or applicable codes as adopted by the City.
 - b. Engineering Required. All building permit applications for signs shall be engineered to demonstrate compliance with the applicable electrical or building code and, where required by the City Building Official, shall be accompanied by an original drawing stamped by a licensed engineer attesting to the adequacy of the proposed construction of the sign and its supports.
 - c. Power Source. Permanent power sources for signs must be concealed underground away from public view or within the structure of the sign or building to which the sign is attached. All electrical connections must comply with all provisions of the National Electrical Code.
 - d. Foundations. All ground signs must be mounted on foundations and footings which conform to the applicable building code.
- 6. Monument and Pedestal Signs.
 - a. Area. The area of a monument or pedestal sign shall include all parts of the sign face or sign structure that contains text or graphics.
 - b. Height. The height of a monument or pedestal sign shall be measured from the highest point of the sign structure to the height of the street curb or sidewalk nearest the sign.
 - c. Multiple Faces. Signs containing more than one display face shall be calculated as the total area of all faces, except where the interior angle between two faces is fifteen degrees or less, in which case only one display face shall be included in the calculation.
 - d. Monument sign base. The base of the sign shall be constructed of materials and colors that match the building being advertised. The base shall run the entire horizontal length of the sign and shall contain no sign copy.
 - e. Pedestal sign base. At least two vertical structural supports shall be used on pedestal signs, and the open area of the sign between the supports shall occupy no more than forty percent of the vertical height of the sign.
 - f. Changeable Copy. Non-digital changeable copy may be incorporated into the sign face up to a maximum of 50% of the sign area. A protective cover is required over the changeable copy.





NEED TO LABEL IMAGES

7. Building Signs.

- a. Area, direct-mounted. The area of a sign consisting of text or graphics mounted directly against a wall, window, or fascia of a building and without a background shall be measured by drawing the smallest possible rectangle around the entire group of text and/or graphics.
- b. Area, background mounted. The area of a sign consisting of text or graphics mounted on a background panel or surface shall be measured as the area within the outside dimensions of the background panel or surface.
- c. Mounting. No portion of the sign shall project above or below the highest or lowest part of the wall on which the sign is located. The sign shall not project outwards more than eighteen inches from the face of the building to which it is attached.

19.18.07. Residential Sign Standards.

1. Residential Identification Signs.

- a. In order to facilitate public safety and community identity by providing locators, residential developments are permitted to place identification signage at primary entrances.
- b. Number. Each residential development containing fewer than 100 dwelling units is permitted one Residential Identification Sign per primary entrance into the development, and shall be located on a street frontage exceeding fifty feet in width. Each residential development containing 100 or more dwelling units is permitted one Residential Identification Sign sign per primary entrance into the development, and shall be located in an area facing a public street.
- c. Spacing. Residential Identification Signs shall be no closer than 100 feet to any other Ground Sign on the same frontage.
- d. Size. The area of the sign face shall not exceed forty-five square feet.
- e. Height. Residential Identification Signs shall not exceed twenty feet in height.

2. Signage on a Single Family Lot.

- a. Permanent signs: A single-family residence is permitted one sign limited to six square feet in size. Residential signs may be freestanding or mounted to a structure, and shall be located entirely upon the lot or parcel. Building mounted signs shall be placed no higher than fifteen feet or at the top of the first floor, whichever is lower; all other signs shall be a maximum of four feet in height.
 - b. Temporary signs: An occupied single-family residence is permitted one of the following:
 - i. up to two temporary signs, each limited to four feet in height and three square feet in size, for a cumulative total of six months in a calendar year, or
 - ii. multiple temporary signs, each limited to three feet in height, with the face area of all signs limited to a cumulative total of ten square feet, for a cumulative total of six months in a calendar year, or
 - iii. one temporary sign, limited to five feet in height and three square feet in size, for a period of twelve months.
3. Multi-family Signage.
- a. Building Signs.
 - i. Number. Each building containing four or more units, and each community building such as a clubhouse, is permitted one building sign.
 - ii. Size. The maximum permitted area shall be ten percent of the area of the elevation upon which the sign is mounted.
 - b. Temporary signs:
 - i. Each building in a multi-family development is permitted either of the following for a cumulative total of six months in a calendar year:
 - 1. up to two temporary signs, each limited to four feet in height and three square feet in size, for a cumulative total of six months in a calendar year, or
 - 2. multiple temporary signs, each limited to three feet in height, with the face area of all signs limited to a cumulative total of ten square feet, for a cumulative total of six months in a calendar year.
 - ii. Each unit in a multi-family development is permitted one temporary sign, limited to five feet in height and three square feet in size, for a period of twelve months.
 - c. Tenant Listing Sign.
 - i. Number. Each building that contains multiple tenants or uses shall be limited to one sign per primary entrance to the building, and each tenant or use shall be limited to one panel.
 - ii. Design. All panels on a tenant listing sign shall be constructed of the same material and be of a consistent shape and size.
 - iii. Size. Each panel shall be limited to a maximum of one square foot.
 - iv. Height. Each tenant listing sign shall be mounted at or below the top of the first floor of the building, at a height no less than eight feet and no more than fifteen feet, as measured from the elevation at the entrance of the building to the top of the sign.

19.18.08. Agricultural, Vacant, and Active Development.

1. Regardless of zoning, parcels that are in agricultural use, are vacant, or are currently under active development, may choose to utilize the following temporary signage in lieu of the temporary signage permitted by zone.
 - a. Such parcels less than one acre in size are permitted a cumulative maximum of 16 square feet of total temporary signage per parcel, either in one or multiple signs, and maximum height of eight feet per sign.
 - b. Such parcels ranging in size from one acre to twenty acres are permitted a cumulative maximum of 32 square feet of total temporary signage per parcel, either in one or multiple signs, and maximum height of eight feet per sign.
 - c. Parcels exceeding twenty acres in size are permitted up to a cumulative maximum of 64 square feet of total temporary signage per parcel, either in one or multiple signs, and maximum height of twelve feet per sign.
2. Duration.
 - a. Temporary signage on Vacant and Agricultural parcels shall be removed after a period not to exceed 12 months.
 - b. Temporary signage on parcels under active development shall be removed within 30 days of any of the following:
 - i. Issuance of the final certificate of occupancy for residential development, or
 - ii. Issuance of the certificate of occupancy for non-residential construction, or
 - iii. Issuance of the final approval for non-construction development, or
 - iv. Release of the final development improvement bond,
 - v. The expiration or closure of the development application(s).

19.18.09. Institutional or Public Facility Zone Standards.

1. Schools, churches, public facilities, and other uses in Institutional and Public Facility Zones are permitted the following signage. **NEED TO CREATE ZONES AT SAME TIME THIS IS ADOPTED.**
 - a. Primary Building signs.
 - i. Number. Each primary building is permitted one building sign.
 - ii. Size. The primary building sign shall not exceed fifty square feet.
 - iii. Height. Each primary building sign shall be mounted no lower than the bottom of the top floor of the building.
 - b. Monument signs.
 - i. Number. Each building exceeding 40,000 square feet is permitted one monument sign. Two or more buildings smaller than 40,000 square feet are permitted to share a single monument sign.
 - ii. Size. A monument sign for a single building shall not exceed forty-five square feet in size. A monument sign for multiple buildings shall not exceed sixty-four square feet in size.

- iii. Height. A monument sign for a single building shall not exceed eight feet in height. A monument sign for multiple buildings shall not exceed ten feet in height.
 - iv. Base Required. The base of the sign shall run the entire horizontal length of the sign and shall contain no sign copy.
 - c. Pedestal and Pole signs.
 - i. Not permitted.
 - d. Window and Door signs.
 - i. Window and door signs shall not exceed twenty percent of the window or door on which the sign is located.
 - e. Banner Signs.
 - i. Banner signs shall only be permitted on a temporary basis.
 - ii. Banner signs shall not exceed four feet in height and thirty-two square feet in size.
 - iii. Banner signs shall be placed in a landscaped area or on a structure, and shall not be located within the clear sight triangle identified in Chapter 19.06.
 - iv. Banner signs shall be limited to a cumulative total of thirty days in a calendar year, and shall be posted for a minimum of seven consecutive days per instance.

19.18.10. Commercial Zone Sign Standards.

1. Banner Signs in all commercial zones.
 - a. Banner signs shall only be permitted on a temporary basis.
 - b. Banner signs shall not exceed four feet in height and thirty-two square feet in size.
 - c. Banner signs shall be placed in a landscaped area or on a structure, and shall not be located within the clear sight triangle identified in Chapter 19.06.
 - d. Banner signs shall be limited to a cumulative total of thirty days in a calendar year, and shall be posted for a minimum of seven consecutive days per instance.
2. Tenant Listing Signs in all commercial zones.
 - a. Number. Each building that contains multiple tenants or uses shall be limited to one sign per primary entrance to the building, and each tenant or use shall be limited to one panel.
 - b. Size. Each panel shall be limited to a maximum of one square foot.
 - c. Design. All panels on a tenant listing sign shall be constructed of the same material and be of a consistent shape and size.
 - d. Height. Each tenant listing sign shall be mounted at or below the top of the first floor of the building, at a height no less than eight feet and no more than fifteen feet, as measured from the elevation at the entrance of the building to the top of the sign.
3. Signage in the Neighborhood Commercial Zone.
 - a. Building signs.
 - i. See Regional Commercial requirements.
 - b. Monument signs.
 - i. Number. Developments with more than 100 feet but less than 200 feet of frontage on a public street shall be permitted one monument sign per such frontage.

- ii. Size. A monument sign for a single building shall not exceed forty-five square feet in size. A monument sign for multiple buildings shall not exceed sixty-four square feet in size.
 - iii. Height. A monument sign for a single building shall not exceed eight feet in height. A monument sign for multiple buildings shall not exceed ten feet in height.
 - iv. Base Required. The base of the sign shall run the entire horizontal length of the sign and shall contain no sign copy.
 - c. Pedestal signs.
 - i. Not permitted.
 - d. Awning and Canopy Signs.
 - ii. Number. One awning or canopy may be used as signage for a tenant, in lieu of a secondary building sign.
 - iii. Location and Design. Awning and Canopy signs shall be located on the first floor only, and only awnings or canopies approved as part of the site plan and located above doors or windows may be used for signage. Sign copy is only permitted on the vertical portion of the canopy; no sign copy shall be placed on the roof portion.
 - iv. Size. Sign content shall not exceed twenty percent of the awning or canopy on which the sign is located, or fifteen square feet, whichever is less.
 - v. Height. A minimum of eight feet of clearance must be maintained between the top of the nearest sidewalk or curb and the bottom of the awning or canopy.
 - e. Projecting and Suspended Signs.
 - ii. Number. Each street-level tenant is permitted one projecting or suspended sign.
 - iii. Location and Design. Signs shall be located above the entrance to the use, shall not extend more than five feet from the wall to which they are attached, shall maintain clearance of six inches between the sign and the wall, and shall be a minimum of thirty feet from the nearest projecting or suspended sign.
 - iv. Size. Signs shall not exceed twelve square feet in size.
 - v. Height. A minimum of eight feet of clearance must be maintained between the top of the nearest sidewalk or curb and the bottom of the sign.
 - f. Window and Door signs.
 - i. Window and door signs shall not exceed twenty percent of the window or door on which the sign is located.
- 4. Signage in the Regional Commercial zone.
 - a. Building signs.
 - ii. Number. Each tenant in a building is permitted one primary building sign, and one secondary sign.
 - iii. Size, primary signage. The primary building signage shall not exceed a cumulative total size equal to fifteen percent of the façade on which the sign or signs are mounted.
 - iv. Secondary signage. Secondary signage shall not be mounted on the same façade as primary signage, and each secondary sign shall not exceed fifty percent of the size of the tenant's primary sign.
 - b. Monument signs.

- i. Number. Each building exceeding 40,000 square feet is permitted one monument sign. Two or more buildings smaller than 40,000 square feet are permitted to share a monument sign.
 - ii. Size. A monument sign for a single building shall not exceed forty-five square feet in size. A monument sign for multiple buildings shall not exceed sixty-four square feet in size.
 - iii. Height. A monument sign for a single building shall not exceed eight feet in height. A monument sign for multiple buildings shall not exceed ten feet in height.
 - iv. Base Required. The base of the sign shall run the entire horizontal length of the sign and shall contain no sign copy.
 - c. Pedestal signs.
 - i. Number. Developments consisting of more than seven acres shall be permitted one pedestal sign for each major entrance into the development.
 - ii. Spacing. Pedestal signs must be separated by a minimum distance of 300 feet as measured diagonally across the property, and shall be a minimum of 200 feet from any other ground sign on the same frontage.
 - iii. Size. The area of the sign face shall not exceed 120 square feet.
 - iv. Height. The sign shall not exceed twenty feet in height.
 - d. Awning and Canopy Signs.
 - i. Number.
 - a. One awning or canopy attached to a building may be used as signage for a tenant, in lieu of a secondary building sign.
 - b. Up to two freestanding awnings or canopies may be used for signage.
 - ii. Location and Design.
 - a. Building Awning and Canopy signs shall be located on the first floor only, and only awnings or canopies approved as part of the site plan and located above doors or windows may be used for signage.
 - b. Signage shall only be permitted on freestanding awnings and canopies when such structures and signage are approved as part of a site plan.
 - c. Sign copy is only permitted on the vertical portion of the canopy; no sign copy shall be placed on the roof portion.
 - iii. Size.
 - a. Building Awning and Canopy Signs: sign content shall not exceed twenty percent of the awning or canopy on which the sign is located, or fifteen square feet, whichever is less.
 - b. Freestanding awnings or canopies: sign content shall not exceed ten percent of the freestanding awning or canopy on which the sign is located, or fifteen square feet, whichever is less.
 - iv. Height. A minimum of eight feet of clearance must be maintained between the top of the nearest sidewalk or curb and the bottom of the awning or canopy.
 - e. Projecting and Suspended Signs.
 - i. Number. Each street-level tenant is permitted one projecting or suspended sign.
 - ii. Location and Design. Signs shall be located above the entrance to the business, shall not extend more than five feet from the wall to which they are attached,

shall maintain clearance of six inches between the sign and the wall, and shall be a minimum of thirty feet from the nearest projecting or suspended sign.

- iii. Size. Signs shall not exceed twelve square feet in size.
 - iv. Height. A minimum of eight feet of clearance must be maintained between the top of the nearest sidewalk or curb and the bottom of the sign.
- f. Window and Door signs.
- i. Sign content shall not exceed twenty percent of the window or door on which the sign is located.

5. Signage in the Office Warehouse and Business Park Zones.

- a. Primary Building signs.
 - i. Number. Each building is permitted one primary building sign.
 - ii. Size. The primary building sign shall not exceed fifty square feet or 15% of façade, whichever is less.
 - iii. Height. Each primary building sign shall be mounted no lower than the bottom of the top floor of the building.
- b. Ancillary Building signs.
 - i. Number. Ancillary uses within a building are permitted one building sign each, with a cumulative maximum of two such signs per any one elevation.
 - ii. Size. The area of the sign shall not exceed fifteen square feet.
 - iii. Location. The sign shall be mounted by the nearest entrance leading to the ancillary use.
 - iv. Height. The sign shall be mounted at or below the top of the first floor of the building, at a height no less than eight feet and no more than fifteen feet, as measured to the top of the sign.
- c. Monument signs.
 - i. Number. Each building exceeding 40,000 square feet is permitted one monument sign. Two or more buildings smaller than 40,000 square feet are permitted to share a monument sign.
 - ii. Size. A monument sign for a single building shall not exceed forty-five square feet in size. A monument sign for multiple buildings shall not exceed sixty-four square feet in size.
 - iii. Height. A monument sign for a single building shall not exceed eight feet in height. A monument sign for multiple buildings shall not exceed ten feet in height.
 - iv. Base Required. The base of the sign shall run the entire horizontal length of the sign and shall contain no sign copy.
- d. Pedestal signs.
 - i. Number. Developments consisting of more than seven acres shall be permitted one pedestal sign for each major entrance into the development.
 - ii. Spacing. Pedestal signs must be separated by a minimum distance of 300 feet, as measured diagonally across the property.
 - iii. Size. The area of the sign face shall not exceed 120 square feet.
 - iv. Height. A pedestal sign shall not exceed twenty feet in height.
- e. Window and Door signs.

- i. Window and door signs shall not exceed twenty percent of the window or door on which the sign is located.

19.18.11. Industrial Zone Signage.

1. Primary Building signs.
 - a. Number. Each building is permitted one primary building sign.
 - b. Size. The primary building sign shall not exceed fifty square feet.
 - c. Height. Each primary building sign shall be mounted no lower than the bottom of the top floor of the building.
2. Tenant Listing Sign.
 - a. Number. Each building that contains multiple tenants or uses shall be limited to one sign per primary entrance to the building, and each tenant or use shall be limited to one panel.
 - b. Design. All panels on a tenant listing sign shall be constructed of the same material and be of a consistent shape and size.
 - c. Size. Each panel shall be limited to a maximum of one square foot.
 - d. Height. Each tenant listing sign shall be mounted at or below the top of the first floor of the building, at a height no less than eight feet and no more than fifteen feet, as measured from the elevation at the entrance of the building to the top of the sign.
3. Monument signs.
 - a. Number. Each building exceeding 40,000 square feet is permitted one monument sign. Two or more buildings smaller than 40,000 square feet are permitted to share a monument sign.
 - b. Size. A monument sign for a single building shall not exceed forty-five square feet in size. A monument sign for multiple buildings shall not exceed sixty-four square feet in size.
 - c. Height. A monument sign for a single building shall not exceed eight feet in height. A monument sign for multiple buildings shall not exceed ten feet in height.
 - d. Base Required. The base of the sign shall run the entire horizontal length of the sign and shall contain no sign copy.
4. Pedestal signs.
 - a. Not permitted.
5. Window and Door signs.
 - a. Window and door signs shall not exceed twenty percent of the window or door on which the sign is located.

19.18.12. Mixed Use and Mixed Waterfront Zone Signage.

1. Signage for commercial uses shall comply with the standards for signage in the Neighborhood Commercial zone.
2. Signage for residential uses shall comply with the standards for signage in the residential zones.

19.18.13. Permit Process.

1. **Temporary Signs.** Temporary signs allowed in this chapter shall follow the permit process below:

- a. **Application.** An application shall be submitted to the Planning Director.
 - i. The application shall contain:
 - 1. Application form.
 - 2. Application fee.
 - 3. Signature of property owner or manager, or a letter of consent from the property owner or manager.
 - 4. Scaled drawings of all proposed signage. Drawings must indicate dimensions, sizes, materials, and colors.
 - 5. Scaled site plan showing the location of proposed signage on the site.
 - 6. Scaled elevations showing the location of proposed signage on any building or structure.
- b. **Review.** The Planning Director shall review the application for compliance with the standards in this Chapter and other applicable ordinances.
 - i. The Planning Director may approve, approve with conditions, table the decision for additional information from the applicant, or deny the application.
- c. **Approval.** All approved temporary signs shall be demarcated with a temporary sticker, provided by the City, in the bottom right-hand corner of the sign.

2. Permanent signs. Permanent signs allowed in this chapter shall follow the permit process below:

- d. **Application.** An application shall be submitted to the Planning Director.
 - i. The application shall contain:
 - 1. Application form.
 - 2. Application fee.
 - 3. Signature of the property owner or manager, or a letter of consent from the property owner or.
 - 4. Scaled drawings of all proposed signage. Drawings must indicate proposed dimensions and sizes, materials, method of illumination, colors, and any other pertinent information.
 - 5. Scaled site plan showing the location of all proposed signage on the site.
 - 6. Scaled elevations showing the location of proposed signage on any building or structure.
- e. **Review.** The Planning Director shall review the application for compliance with the standards in this chapter and other applicable ordinances.
 - i. The Planning Director may approve, approve with conditions, table the decision for additional information from the applicant, or deny the application.

19.18.12. Nonconforming Signs

- 1. **Removal of nonconforming signs.** In order to minimize confusion and unfair competitive disadvantage to those businesses that are required to satisfy the requirements of this Chapter, the City intends to regulate existing nonconforming signs with a view to their eventual elimination.
- 2. **Maintenance.** Excluding normal maintenance, repair, or removal, a nonconforming sign shall not be moved, altered (including face and structural changes), or enlarged unless it is brought

into complete compliance with this Chapter. The following alterations are exempt from this provision:

- a. Content changes to a previously approved sign.